

MEMORANDUM OF AGREEMENT OF LEASE

Made and entered into by and between

BROAD BRUSH INVESTMENTS 207 (PTY) LTD
2006/002847/07

hereinafter referred to as "the Lessor"

and

CHICKEN WORLD HOLDINGS (PTY) LTD
2017/191434/07

represented herein by **TERENCE THABO SELAHLE** in his/her capacity as director of the Company and duly authorised by virtue of the attached resolution marked "ANNEXURE B", and hereinafter referred to as "the Lessee" of the other part.

1. HEADNOTES & DEFINITIONS

- 1.1 The headlines to the paragraphs of this lease are for reference purposes only and shall in no way govern or affect the interpretation thereof.
- 1.2 Words signifying the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine and the neuter.

2. DESCRIPTION AND USE OF PREMISES

The Lessor hereby lets to the Lessee, who hereby hires from the Lessor in the building known as **Shop 29, KWA THEMA SQUARE, KWATHEMA** hereinafter known as the "Property", certain premises

Accommodation Type	Number(s)	Approximate Area in m2	No of Parking Bays/Units
Retail	29	747 m ²	N/A

Hereinafter known as the "Leased Premises" all as seen and inspected by the Lessee for conducting therein the business of a **BUTCHERY** and for no other purpose without the written consent of the Lessor.

3. PERIOD OF LEASE

The lease shall be for a period of **Seventy Two Months (72)** months commencing on the **1ST December 2017** and terminating on **30th November 2023**

Should the Leased Premises not be ready for occupation by the Lessee upon the commencement date by reason of

- (a) building operations not having been completed; or
- (b) it being in a state of disrepair; or
- (c) the failure of the previous tenant to vacate; or

(d) any other cause whatsoever;

then the Lessee shall have no claim whatsoever for the cancellation of this lease or damages or other right of action against the Lessor and will take occupation of the Leased Premises upon the date upon which it is ready (and which date shall in the event of a dispute be determined by the Lessor's architects whose determination in regard thereto shall be final and binding), subject to a pro rata reduction in rent for the period from the commencement date to the date upon which the Leased Premises are ready for occupation. Should the Lessee take occupation of the Leased Premises before the commencement date the Lessee shall pay the Lessor a pro rata rental for such period.

However should the Leased Premises remain unavailable for occupation for longer than three months after the commencement date of this lease, the Lessee shall have the right to cancel this lease agreement without prejudice by giving the Lessor written notice to that effect.

4. RENEWAL

4.1 The Lessee shall have the right to renew this lease for a further period of **48 MONTHS** under the terms and conditions in compliance with the Lessor's then standard letting policy, except that there shall be no right of further renewal and that the rental and costs as per 5 shall be mutually agreed in writing between the Lessor and the Lessee. If such rental cannot be agreed, then the Lessor and Lessee agree that a decision by the President of the S.A. Institute of Valuers shall be final and binding.

4.2 In order to exercise his right of renewal the Lessee shall give the Lessor written notice by certified post of his intention to renew the lease, such notice to be given no earlier than SIX MONTHS BEFORE EXPIRY OF LEASE and not later than THREE MONTHS BEFORE EXPIRY OF LEASE and provided further that the Lessee has fulfilled all his obligations under this Lease.

5. MONTHLY RENTAL

5.1 Basic Rental

The monthly rental payable by the Lessee shall be as follows:

Rental			
From Date	To Date	Amount in R	Escalation %
01/12/2017	30/11/2018	R68 724.00	7%
01/12/2018	30/11/2019	R73 534.68	7%
01/12/2019	30/11/2020	R78 682.11	7%
01/12/2020	30/11/2021	R84 189.86	7%
01/12/2021	30/11/2022	R90 083.15	7%
01/12/2022	30/11/2023	R96 388.97	7%
Operating Costs			
01/12/2017	30/11/2018	R7 470.00	7%
01/12/2018	30/11/2019	R7 992.90	7%
01/12/2019	30/11/2020	R8 552.40	7%

01/12/2020	30/11/2021	R9 151.07	7%
01/12/2021	30/11/2022	R9 791.65	7%
01/12/2022	30/11/2023	R10 477.07	7%

6. OTHER CHARGES

- 6.1 In addition to the rental and operating costs stated in clause 5.1, the Tenant will be liable for and shall pay the costs of electricity, gas and water consumed by it in or on the leased premises, (including the costs of electricity consumed by the air-conditioning serving the leased premises where applicable, together with a pro rata share of the costs for water and electricity consumed in the common areas). Where such services are not separately metered, the Tenant's liability shall be calculated on a pro-rata basis (based on his rentable area to the total occupied area).
- 6.2 In addition to the rental stated in clause 5.1, the Tenant shall pay to the Landlord it's prorata share (based on his rentable area to the total rentable area) of the increases in rates and taxes payable from time to time in respect of the property and the building, exclusive of VAT.
- 6.3 In addition to the rental stated in clauses 5.1 the Tenant will be liable for and shall pay it's pro-rata share (based on his rentable area to the total occupied area) of all other local authority charges, such as sewerage and refuse removal.
- 6.4 In addition to the rental stated in clause 5.1, where the refuse removal service is provided by a third party other than the local authority, the Tenant will be liable for and shall pay it's pro-rata share (based on his rentable area to the occupied area) of the full costs of such refuse removal service.
- 6.5 In addition to the rental stated in clause 5.1, the Tenant will be liable for and shall pay it's pro-rata share (based on their rentable area to the total occupied area) of any increases in the City Improvement District Fees from time to time should this apply within the suburb where the building is situated.
- 6.6 The sum of the basic rental referred to in 5.1 and the costs computed and defined in 6.1 above, shall be referred to hereinafter as "rental and costs". The rental and costs exclude Value Added Tax payable on such goods or services.
- 6.7 The monthly rental and costs are payable in advance without demand and free of bank exchange on the FIRST DAY of each and every month to such person and at such place as the Lessor may from time to time hereafter stipulate in and, until then, to **Broad Brush Investments 207 (Pty) Ltd**
- 6.8 The lessee shall not have a claim for remission of rental and costs if the area of the Leased Premises set out in 2 is less or more or if discrepancies are discovered in the actual areas after the signature of this lease.

7. ACCEPTANCE OF LEASED PREMISES

7.1 The Lessee shall be presumed to have inspected and examined the Leased Premises and their contents upon taking them over and to have satisfied himself that everything is in good order and condition. Unless the Lessee, within 48 hours of taking occupation, makes a written report to the Lessor, setting forth the nature of any complaints which he may have, the Lessee shall be deemed to have acknowledged having received the Leased Premises and their contents in good order and condition and he shall thereafter be stopped from making any claim or contention to the contrary.

7.2 The Lessee shall be responsible for all keys of the inside and entrance doors of the Leased Premises and for the keys of the main entrance doors of the Property and these shall be returned to the Lessor on vacating the Leased Premises. The Lessee shall be required to deposit the sum of **R 152 388 (One Five Two Three Eight Eight Rand)** which said deposit shall be held by the landlord, and shall be refunded without interest to the Lessee, at the expiration of this Lease, upon the return of the keys and after an inspection of the Leased Premises by the Lessor has revealed that the Leased Premises have been maintained in good order and condition or have been restored in terms of 9 hereof.

Banking Details for Rental Payments and Deposit is as follows :

Name Of Bank : ABSA

Name of Account Holder : Broad Brush Investments 207 (Pty) Ltd

Account Number : 4064601735

Branch Code : 334205

8. NOTICES

Any notice which the Lessor may desire to give the Lessee shall be deemed to have been duly delivered to the Lessee on the third day after the notice having been posted, or forthwith upon telefax notice, to the Lessee at the Leased Premises at which premises the Lessee chooses his domicilium citandi et executandi.

Any notice which the Lessee may desire to give the Lessor shall be deemed to have been duly delivered to the Lessor on the third day after the notice having been posted, or forthwith upon telefax notice, to the Lessor at the premises of **31, Modulus Road, Ormonde, Johannesburg, 2091** at which premises the Lessor chooses his domicilium citandi et executandi.

9. MAINTENANCE OF PREMISES IN GOOD ORDER AND CONDITION

9.1 The Lessee shall at its own cost:

9.1.1 Keep and maintain in good order and condition the Leased Premises and replace or repair same as the case may be which, without derogating from the generality hereof, shall include all fixtures and fittings, appliances, doors, door handles, locks, keys, entrances and windows in or serving the Leased Premises and on termination of this lease shall deliver the same to the Lessor in the same good order and condition as existed at the commencement date, normal wear and tear excepted subject to any notification as provided for in 9.5.

- 9.1.2 Prevent any blockage of sewerage or water pipes or drains in or used in connection with the Leased Premises and shall remove at its cost any obstruction or blockage in any sewer, waterpipe or drains serving the Leased Premises and, where necessary, repair the sewer, waterpipe or drain concerned.
- 9.1.3 Replace where necessary all fluorescent bulbs, starters, ballasts and incandescent bulbs used in the Leased Premises and shall be responsible at its own cost to maintain all lights in the Leased Premises in proper order and clean condition. The Lessee shall not interfere with the electrical installation or any other installation or equipment belonging to the Lessor and shall not overload the electrical system or any other service.
- 9.1.4 Maintain the air conditioning units, if any, in the Leased Premises which includes the manufacturers recommended service thereof. The Lessor shall have the right to effect any repairs or services and recover the cost of such service and/or repairs from the Lessee.
- 9.1.5 Clean the interior of the Leased Premises including the inside and outside of its windows, the exterior of its shopfront and advertising signs.
- 9.1.6 Keep and maintain in good order and condition any carpeting which may be supplied by the Lessor to the Leased Premises and shall, on expiry or earlier termination of this lease, deliver such carpeting to the Lessor in the same good order and condition as existed at the commencement date, fair wear and tear alone excepted. It is specifically recorded that, for the purpose of this clause "fair wear and tear" shall not apply to usage of the carpets other than for pedestrian traffic and shall not release the Lessee of its obligation to clean the carpets at regular intervals.
- 9.1.7 If the Lessee so requires, erect burglar proofing and/or internal sun blinds by arrangement and with the approval of the Lessor. On termination of the Lease burglar-proofing so erected shall be left by the Lessee in situ as the sole property of the Lessor.
- 9.2 In the event of the Lessee failing or refusing to maintain or repair the Leased Premises or part thereof as provided for in terms of this clause and remaining in default of 7 (seven) days after despatch by the Lessor of a written notice calling on the Lessee to rectify such default, then the Lessor shall be entitled to effect the necessary maintenance or repairs and to claim the costs so incurred from the Lessee.
- 9.3 At the termination of this lease, pay to the Lessor the reasonable cost of restoring the Leased Premises to the good order and condition in which they were received by the Lessee on the commencement date, fair wear and tear excepted. In the event that the Lessee fails to so restore the Leased Premises which, without derogating from the generality hereof, shall include the cost of redecoration and of steam cleaning any carpeting, the Lessor shall so restore the Leased Premises at the cost of the Lessee.
- 9.4 The Lessee shall not deface the walls of the Leased Premises, or drive nails, screws or hooks into any part thereof, except with the consent of the Lessor which consent shall not be unreasonably withheld.
- 9.5 The Lessee shall make no alteration in or to the Leased Premises or their contents without the consent in writing of the Lessor which consent shall not be unreasonably withheld. Should any alterations be made, whether with or without such consent, the Lessor shall (in addition to its

right to terminate the Lease where its consent has not been given) be entitled at the termination of the Lease to restoration by the Lessee to the original condition, fair wear and tear excepted.

- 9.6 Should the Lessee annex anything to the Leased Premises the Lessor shall become and remain the owner thereof, and the Lessee shall not be entitled to disannex and/or remove it, except with the consent of the Lessor which consent shall not be unreasonably withheld.
- 9.7 The Lessee shall not do, or permit to be done, anything which may in any way cause injury or damage to the Leased Premises or their contents.

10. **CONDUCT ON THE LEASED PREMISES**

- 10.1 No sign, advertisement or notice shall be painted, affixed or hung upon any part of the Leased Premises or the Property nor shall any other business or profession be carried on therein, save with the consent in writing of the Lessor, which consent shall not unreasonably be withheld.
- 10.2 No auction sale shall be held on the Leased Premises or The Property without the written consent of the Lessor, which consent shall not be unreasonably withheld.
- 10.3 The Lessee shall not use the Leased Premises or permit same to be used for any purpose other than as hereinbefore described nor shall the Lessee do or permit any illegal act or thing to be done which may be or become an annoyance or disturbance to the Lessor or to any of the Lessees or occupiers of any other part of the Property or neighbouring property or be in conflict with any law or Local Authority Regulation or in any way result in a breach of the security of the Property.
- 10.4 No pets or animals shall be kept on the Leased Premises or the Property.
- 10.5 The Lessee undertakes to be responsible for the behaviour of his employees while they are on the Property, whether they are on duty or not, and to see that when off duty, they do not loiter on the Leased Premises. Should the behaviour of the Lessee's employees constitute a nuisance to other Lessees, the Lessee shall be deemed to have committed a breach of this Agreement of Lease.
- 10.6 The Lessee shall duly observe all Municipal and Government laws, rules and regulations in respect of the Leased Premises.
- 10.7 The Lessee shall not, nor shall he permit anyone else in his employ to pollute or encumber any balcony, passage, corridor, stairway, path, lane, yard or ground which is intended for the common use of himself and others nor place any belongings or refuse in any such common place or upon any window-sill or projection, nor eject or throw anything therefrom onto or into such common or adjoining place or any street.
- 10.8 The Lessee shall not keep any item on the Leased Premises which may affect the validity of the Lessor's insurance policy.
- 10.9 Where applicable the Lessee shall ensure that shop premises are adequately stocked and properly staffed and shall not obscure shop windows in any manner.
- 10.10 Where the Leased Premises are shops, the Lessee shall keep the Leased Premises open during normal business hours.

- 10.11 Where applicable the Lessee shall join a Merchant's Association for the promotion of business in the building.
- 10.12 The Lessee undertakes to lock the main entrance doors to the Property whenever access or egress is gained by him outside of the hours 07h00 and 18h00.

11. LESSOR'S RIGHTS AND OBLIGATIONS

The Lessor shall:

- 11.1 be entitled to affix to and show on the windows of the Leased Premises or elsewhere thereon "to let" notices and at all reasonable times be entitled to show the Leased Premises to prospective lessees/purchasers during the period of six months immediately preceding the expiration of this lease;
- 11.2 be entitled to exhibit on behalf of any subsequent Lessee of the Leased Premises any notices required in connection with any application for a licence to carry on a business in the Leased Premises during the period of two months preceding the expiration of this lease;
- 11.3 not be under any obligation to make any repairs, maintenance or alterations of any nature to the Leased Premises, to comply with the requirements of any licensing authority, health official, factories inspector or official fire inspector or any other official or authority but shall not unreasonably withhold consent to the carrying out by the Lessee at his expense of any such work, maintenance, alterations or repairs provided that the Lessor shall be entitled to require same to be effected by a builder or with the approval of or under the supervision of an architect nominated by the Lessor, and the Lessee shall not be entitled to any compensation for any work or improvements effected by him in terms of this clause;
- 11.4 not be obliged to provide any air conditioning, security or cleaning services in the Leased Premises or the Property or any yard attached to the Property or in respect of any toilets or communal facilities in or pertaining to the Leased Premises, Property or yard;
- 11.5 have the right from time to time to make, vary, amend or add to regulations governing the relationship between tenants of the Property and the conduct of the Lessee's business in regard to:-
- 11.5.1 joint facilities in the Leased Premises or on the Property;
 - 11.5.2 any other joint facilities which may exist in the Leased Premises;
 - 11.5.3 generally the use of joint, common or open areas within the Leased Premises or on the Property;
 - 11.5.3 parking and deliveries;
- any other matter relevant to the administration and functioning of the Property, and the Lessee hereby undertakes to observe the said regulations from time to time in force as if they were terms of this lease which shall be binding on the Lessee on receipt of written notice thereof by him;

provided that such regulations shall be reasonable and shall not be contrary to the provisions of this lease agreement.

12. LIMITATION OF LESSOR'S LIABILITY

- 12.1 The Lessor shall not be responsible for any injury to the Lessee or any damage to the Lessee's property or for any inconvenience to or loss by the Lessee resulting from the structure of the Leased Premises or from any defects therein, or from any condition of the floors, stairs, corridors or any other part of the Property, or from any insufficient lighting or ventilation of any part thereof, or from any defects in or failure, total or partial, of any machinery, plant, equipment, apparatus, appliance or fitting installed or used in or in connection with the Leased Premises or from leakage from or breaking of any water pipe or connection, or from any faulty electrical wiring, connection, fitting or appliance, or from rodents, any other animals or insects, or from any cause whatsoever including any damage resulting from lightning or other Act of God, fire, flooding, war, riots, or other civil commotions, nor shall any injury, damage, inconvenience or loss that the Lessee may sustain as aforesaid, entitle the Lessee to terminate this Lease prior to its expiration date in terms of 3. The limitation of the Lessor's liability as aforesaid shall apply whether the injury, damage or inconvenience or loss is sustained inside or outside the said Leased Premises. The limitation of liability provided for in this clause shall not apply where the loss damage or injury as the case may be has been caused by the Lessors's failure, despite reasonable notice to do anything which he is obliged to do in terms of this Agreement at Common Law.
- 12.2 The Lessor shall not be responsible for any injury accident, or damage which may at any time be suffered by the Lessee or any of the Lessee's Property by reason of any act, neglect or default of any servant of the Lessor or any other Lessee in the Property and in particular the Lessor shall not be responsible for any loss that the Lessee may suffer through theft or burglary, whether or not such loss may be occasioned by any act, neglect or default of any servant of the Lessor or any other Lessee in the Property. No injury that the Lessee may suffer as aforesaid shall entitle the Lessee to cancel this Lease prior to its expiration date in terms of 3.
- 12.3 All goods, property and effects of whatsoever nature, owned by anyone other than the Lessee, which at any time may be in or on Leased Premises, shall be at the sole risk of the Lessee and the loss thereof or damage thereto from any cause whatsoever shall not be the responsibility of the Lessor and he shall not be liable to make good any loss or damage suffered in respect thereof.
- 12.4 The Lessor shall not be responsible to any Lessee for the non-observance of any condition of this Lease by any other Lessee or person.

13. DESTRUCTION OF OR DAMAGE TO THE PREMISES

In the event of the partial destruction of the Leased Premises by fire, flooding, storms, Act of God or the Republic's enemies, or by riot or insurrection, but so that the Lessee can still reasonably use the Leased Premises for the purpose that it is used, the Lessor shall take steps as soon as may reasonably be possible for the repair thereof, and the Lessee shall be entitled to an abatement of rental during the period that the Leased Premises are under repair, the amount of such an abatement to be mutually agreed upon, or failing such agreement, to be determined by a person nominated by the Chairman of the Cape Board of Accountants and Auditors. In the event, however, of the total destruction of the Leased Premises by any one of the aforesaid causes, or in the event of partial destruction to an extent making the Leased Premises substantially untenable the lease shall be deemed to have been cancelled with effect from the destruction of the Leased Premises or their rendering unsuitable thereof and in which event the Lessee shall have first option to reoccupy the Leased Premises on terms and at a rental to be agreed by the parties hereto.

14. INSPECTION OF PREMISES

The Lessor and its agents shall be entitled access to the Leased Premises at all reasonable times and at reasonable notice for the purpose of inspection, or to enable prospective tenants to view the Leased Premises, or for the making of such repairs, renovations, reconstructions or alterations as the Lessor may consider necessary, or for any other reasonable purpose.

15. SUB-LETTING, ASSIGNMENT OR CESSION

15.1 The Lessee shall not -

15.1.1 cede, assign, mortgage, pledge or in any deal or purport to deal with any of his rights or obligations under this Lease;

15.1.2 sub-let the Leased Premises or any portion thereof; or

15.1.3 place anyone else, whether as licensee, agent, occupier, custodian or otherwise, in occupation of the Leased Premises or any part thereof; on any terms whatsoever or for any reason whatsoever without the Lessor's prior written consent, such consent not to be unreasonably withheld.

15.2 No transfer of shares in the Lessee which will have the effect of vesting control of the Lessee in any persons other than the shareholders of the Lessee as at the commencement date shall be effected without the prior written consent of the Lessor, nor shall control of the Company be transferred directly or indirectly to any person other than those vested with or entitled to such control as at the commencement date. Any such transfer of shares or change of control without such consent shall be deemed to be a breach of this Lease.

16. SUSPENSION OF SERVICES

The Lessor shall have the right at any time to suspend the operation of any such machine, plant, apparatus or appliance, whether in connection with electrical current or water supply or otherwise, for the purposes of inspection cleaning, repair and replacement, and no liability for damages shall attach to the Lessor for any such suspension.

17. REMEDY UPON DEFAULT OR BREACH

- 17.1 (i) Should the Lessee fail to pay the monthly rent within SEVEN DAYS of the day upon which it falls due; or
- (ii) break or fail to honour any other provision of this agreement and fail to remedy such breach within SEVEN DAYS after despatch to the Lessee by the Lessor of a certified letter calling on the Lessee to remedy such breach; then the Lessor shall have the right forthwith to terminate the Lease and without notice eject the Lessee or any other persons that may be in the Leased Premises and to take possession of the Leased Premises without prejudice to the Lessor's rights.

- 17.2 In the event of the Lessor giving notice of termination under the provisions of this clause the Lessor shall be entitled forthwith to enter upon and take possession of the Leased Premises and to make arrangements for the custody and storage of the goods and effects of the Lessee on the Leased Premises for the leasing of the said Leased Premises to another lessee and the Lessee in general undertakes that until due discharge of all the Lessee's obligations under this Lease, the Lessee shall not be entitled to remove his goods and effects from the Leased Premises or elsewhere under the Lessor's custody and control in terms of the foregoing provisions, shall be deemed to remain subject to the Lessor's hypothec.
- 17.3 In the event of the Lessor taking possession of the Leased Premises under the provisions of this clause the Lessee shall not be released from liability for any rent in arrear or for the rent due for the month during which repossession takes place, and accordingly the Lessor shall not be obliged to refund to the Lessee any rental that may have been paid in advance for the month during which notice of termination is given, nor shall the retention of such rental constitute a waiver by the Lessor of its right to terminate this Lease or release the Lessee from liability for any damages, costs or diminution in rent which the Lessor may sustain through the Lessee's failing to carry out and fulfil the Lessee's obligations in terms of this Lease.
- 17.4 No extension time for payment of any rental or any other indulgence that may be granted by the Lessor shall operate as a waiver of or prejudice in any way its rights to terminate this Lease under the provision of this clause or any of its other rights under this Agreement.
- 17.5 Without prejudice to and in addition to the other rights and remedies of the Lessor, the Lessee shall pay the Lessor interest on any monies due but unpaid by the Lessee to the Lessor in terms of this agreement, such interest to be calculated at a rate of 4% (four percent) per annum higher than the prime rate of interest charged from time to time by the Lessor's bankers on overdraft facilities and such interest shall be compounded monthly from the due date for payment of the monies in respect of which the interest is chargeable until the payment of such monies in full.

18. RE-BUILDING

- 18.1 The Lessor may terminate this lease or any renewal thereof by giving the Lessee 6 (six) months written notice to such effect in all or any of the following circumstances:
- i. should the Lessor wish to demolish the Property or the Leased Premises; or
 - ii. should the Lessor wish to reconstruct and/or redevelop and/or renovate the Property or the Leased Premises provided always that such reconstruction and/or redevelopment and/or renovation be of a substantial and/or major nature.
- 18.2 The Lessor shall, however, have the right at any time to commence the reconstruction and/or redevelopment and/or renovation of the Property, other than the Leased Premises, and these operations may proceed while the Lessee is in occupation of the Leased Premises.
- 18.3 Notwithstanding the implementation of any work as contemplated in 18.2 above, the Lessee shall have no right to object to such work or to claim any rebate or rental during the period in which the said work may be in progress nor shall the Lessee have any claim for damages of whatsoever nature by reason of the earlier termination of this lease as provided in 18.1 above.

19. **OFFER TO CONTRACT**

- 19.1 In the event of there being no prior Lease Agreement between the Lessor and the Lessee, the Lessee's signature to this document shall constitute an Offer by the Lessee to enter into a lease with the Lessor on the terms and conditions herein contained, which Offer shall be irrevocable and open for written acceptance by the Lessor for a period of fourteen days after signature hereto by the Lessee.
- 19.2 In the event of the Lessee having, prior to signature of this Lease, reached agreement to lease the Leased Premises, then this lease will upon the last signature hereto replace such prior agreement in its entirety save insofar as there may have been a failure to record any terms of that prior agreement.

20. **PARKING**

- 20.1 The situation of the parking bays allocated to the Lessee will lie solely in the discretion of the Lessor or the agent and may be changed from time to time.
- 20.2 All vehicles driven or parked in the building or on the land, whether the property of the Lessee or not shall be driven or parked at the Lessee's sole risk and responsibility and no liability of any nature whatsoever will attach to the Lessor or the agent or any of the employees or servants for any loss or damage which may be sustained by or in respect of such vehicles or for any injury to or death of any occupant of such vehicle, howsoever such loss or damage, injury or death may be occasioned and whether by reason of the negligence of the Lessor, the agent, their servants or employees or otherwise, and the Lessee hereby indemnifies the Lessor against all or any such claims which may be made by any person using the said facilities with the consent of the Lessee.
- 20.3 The Lessee shall at all times keep the parking bays in a clean and tidy condition and shall use the same only for the purpose of parking a motor car or motor vehicle therein.
- 20.4 It is recorded that this lease constitutes an indivisible lease of the Leased Premises and the parking bays and a breach of the lease in respect of either of those areas shall constitute a breach of the whole lease.

21. **CANCELLATION**

In the event of the Lessor cancelling this Lease and in the event of the Lessee disputing the right to cancel and remaining in occupation of the Leased Premises, the Lessee shall, pending on settlement of such dispute, either by negotiation or litigation, continue to pay an amount equivalent to the monthly rental provided in this Lease monthly in advance on the first day of each and every month and the Lessor shall be entitled to accept and recover such payments and the acceptance thereof shall be without prejudice to and shall not in any way whatsoever effect the Lessor's claim of cancellation then in dispute, made and received in terms of this paragraph shall be deemed to be amounts paid by the Lessee on account of damages suffered by the Lessor by reason of the grounds justifying the cancellation of the Lease and/or unlawful holding over by the Lessee.

22. COST OF LEASE

The costs and charges of this Lease, together with the stamp duty thereon, shall be payable by the Lessee on the date of signature of this Lease. Such cost will be **R 1000**.

23. LOCAL AUTHORITY REGULATIONS

The Lessee shall comply at his own expense with all the requirements of the Local Authority in connection with the conduct of the Lessee's business on the Leased Premises. The Lessor gives no warranty that the Leased Premises are suitable for the purpose for which they have been hired by the Lessee and are accordingly let voetstoots.

24. INSURANCE

24.1 The Lessee shall not do or omit to do anything or keep in or on the Leased Premises anything or allow anything to be done or kept in or on the Leased Premises which in terms of any fire insurance policy held from time to time by the Lessor in respect of the Property and/or the Leased Premises may not be done or kept therein, or which may render any policy void or voidable and the Lessee shall comply in all respects with the terms of any such policy provided that if any premium payable in respect of any such policy is increased:

24.1.1 by reason of any nature or scope of the business which the Lessee carries on in the Leased Premises in terms of this lease; or

24.1.2 as a result of the Lessee not complying with the aforesaid provisions;

then without prejudice to any other rights which the Lessor may have as a result thereof, the Lessee shall on demand refund to the Lessor the amount of that additional premium.

24.1 The Lessee shall be obliged, at its cost, to take out and keep in force during the lease a public liability insurance policy for such amount as will provide indemnity in respect of all claims which may foreseeably be made against the Lessee arising out of its business in the Leased Premises. Should there be any dispute between the parties as to the amount of the insurance or the terms and conditions of the policy, such dispute shall be referred to the Lessor's auditors for decision which shall be final and binding on the parties.

24.2 Where applicable the Lessee shall at its cost take out and keep in force during the lease a plate glass insurance policy for an amount sufficient to cover the full cost of damage of any nature caused to the shop front or any other plate glass in the Premises.

24.3 The lessee will be responsible for the insurance premiums for the lease period.

25. LEGAL COSTS

If the Lessor proceed to take legal action of whatsoever kind against the Lessee to collect any moneys payable in terms of this Agreement, the Lessee shall also be liable to the Lessor for all

legal costs as between Attorney and client, bank charges, all tracing fees and all Attorney and client costs of the Lessor in respect of any correspondent Attorneys instructed.

26. JURISDICTION

The parties hereto agree that notwithstanding the provisions of the Magistrates Court Act (as amended or substituted from time to time) with regard to jurisdiction regarding causes of action, a Magistrates Court shall have jurisdiction in any action which may arise from this Agreement of Lease.

27. COMPANY TO BE FORMED

If this lease is entered into by a person/s acting as a trustee/s on behalf of a Company or Close Corporation to be formed then:

27.1 The trustee/s personally jointly and severally warrant/s to the Lessor that the company or close corporation about to be incorporated will, within 60 (sixty) days from the date of this agreement:

27.1.1 be duly formed and incorporated; and

27.1.2 duly adopt, notify and confirm without modification this agreement; and

27.1.3 take all other steps necessary to render this agreement binding on it; and

27.1.4 deliver up its memorandum and articles of association together with a true copy of the resolution referred to in 27.1.2 duly certified by the chairman of the meeting.

27.2 The trustee/s personally hereby jointly and severally bind themselves to the Lessor that, failing compliance with the provisions of 27.1 hereof, they shall personally be bound by all the obligations and entitled to all the rights of the Lessee in terms and arising out of this Agreement of Lease.

27.3 In the event of proper compliance with the provisions of 27.1 hereof, the trustee/s shall be bound by all the terms of the Deed of Suretyship incorporated herein and signed by them in personal capacities but in the event that they shall be personally bound by all the obligations and entitled to all the rights of the Lessee by virtue of non-compliance with the provisions of 27.1 hereof, then the Deed of Suretyship shall be regarded pro non scripto.

28. CHANGE OF BUILDING NAME

The Lessor shall have the right to change the name of the Building. The Lessor shall not be liable for any losses or damages suffered by the Lessee arising from an incidental to such change of name.

29. **SALE OF PROPERTY**

29.1 The Lessee shall not be entitled to terminate the lease by reason of the sale of the property.

30. **GENERAL**

30.1 Any reference in this lease to the Lessee shall include the Lessee's agents, directors, partners, employees, servants, customers, clients, licensees, contractors, invitees, visitors and guests for all whom the Lessee accepts responsibility.

30.2 The Lessee hereby acknowledges the agent to be the authorised agent of the Lessor and that it may exercise on behalf of the Lessor all the Lessor's legal rights and claims in terms of this lease until such time as the Lessor may notify the Lessee to the contrary in writing.

31. **AMENDMENTS**

No amendment of this Agreement of Lease shall be binding unless it is contained in writing and signed by the parties hereto.

32. **ANNEXURES**

The Offer To Lease and all other attached documentation form part of this agreement.

THUS DONE AND SIGNED AT ON THIS THE _____ DAY OF _____ 20____.

WITNESS: _____

For: LESSEE: _____

THUS DONE AND SIGNED AT ON THIS THE _____ DAY OF _____ 20____.

WITNESS: _____

For: LESSOR: _____

ANNEXURE A

DEED OF SURETYSHIP

I / We, the undersigned

ID Number:

&

ID Number:

do hereby bind ourselves, jointly and severally, as Surety/ies and Co-Principal debtor/s in solidum, unto and in favour of:

Broad Brush Investments 207 (Pty) Ltd

(hereinafter referred to as “the CREDITOR”)

for the due and punctual payment of all monies and the performance of all obligations (including the payment of damages) which may hereafter become due, owing or payable to the CREDITOR by:

Chicken World Holdings (Pty) Ltd

(hereinafter referred to as “the DEBTOR”)

and arising out of the Agreement of Lease entered into, or about to be entered into, between the CREDITOR and the DEBTOR for the hire of premises described as:

Retail

Measuring Approximately 747m²

We agree furthermore as follows:-

1. All admissions or acknowledgments of indebtedness by the DEBTOR shall bind us and the CREDITOR may at any time, in its sole and absolute discretion and without reference to us and without releasing us from any liability in terms hereof, do all or any of the following namely:
 - (a) Give any extension of time to the DEBTOR.
 - (b) Grant any indulgence whatsoever to the DEBTOR.

- (c) Compound or make any other arrangement, including any compromise, with the DEBTOR.
 - (d) Release any one or more of us (if there is more than one) any other surety, guarantor, indemnified or any security of whatever nature given to the CREDITOR by or on behalf of the DEBTOR.
 - (e) Vary or supplement, by agreement with the DEBTOR, any of the terms of the Agreement of Lease, and any such variation or supplement shall vary the obligations of me to the CREDITOR accordingly.
 - (f) Apply any amount received from the DEBTOR, in the CREDITOR's absolute discretion, to any debt of the DEBTOR to the CREDITOR.
2. We agree that in the event of the insolvency of the DEBTOR:-
 - 2.1 We shall not be entitled to prove a claim against the DEBTOR, whether actual or contingent, until such time as all amounts due to the CREDITOR, including Capital and Interest, shall have been paid in full, but;
 - 2.2 The CREDITOR shall be entitled to prove a claim against the DEBTOR for the full amount of his/its indebtedness to him; and
 - 2.3 Any payment of dividends of whatsoever nature to which we shall become entitled shall accrue and belong to the CREDITOR and this Deed of Suretyship shall operate as a Cession to the CREDITOR of such dividends.
 3. We hereby renounce the benefits and the legal exceptions of excussion and division, and non *causadebiti*, with the force and meaning whereof I acknowledge myself/ourselves to be fully acquainted.
 4. We hereby select as my *domiciliumcitandi et executandi* for all purposes herein at the address/addresses set out under my signature below and all notices required to be given in terms hereof shall be considered duly given if posted to my/us said address/addresses.
 5. THIS Suretyship shall remain in full force and effect until cancelled in writing by the CREDITOR.
 6. We agree that a Certificate under the hand of the Creditor personally, or of a Director, or the Auditor, of the CREDITOR either of whose appointment it shall not be necessary to prove, certifying the indebtedness of the DEBTOR to the CREDITOR, at that stage, shall be *prima facie* proof to enable the CREDITOR to obtain Provisional Sentence or Summary Judgement against me/us in any competent Court for the amount shown in the Certificate.
 7. We agree that the CREDITOR shall be entitled at its option to institute any legal proceedings which may arise out of or in connection with this Suretyship in any Magistrate's Court having jurisdiction in respect of my person and I hereby consent to such jurisdiction notwithstanding that the amount or value of the claim may exceed the jurisdiction of the Magistrate's Court. In the event of the CREDITOR electing to institute action in the Supreme Court, then we shall be responsible for payment of costs on the Supreme Court Scale, subject, however, to the provisions of Clause 9 below.
 8. We warrant and represent to the CREDITOR, each separately and independently of the other, that:
 - 8.1 We have a material interest in securing the indebtedness covered by this Suretyship which is entered into for my/our direct or indirect benefit.
 - 8.2 The agreement of lease binds or shall bind the DEBTOR in all respects, and that all resolutions, signatures and powers of attorney with regard thereto have and shall have been taken, given and executed properly.

- 8.3 Should there be any breach of the warranties contained herein, we shall assume all liabilities *mutatis mutandis*, which the Agreement of Lease purported to impose on the DEBTOR.
9. We hereby undertake to pay the legal costs of any action which the CREDITOR may institute against us in terms of this Suretyship on the Attorney and Own Client scale, including collection costs and commission.
10. Should any of the persons intended to be surety hereunder, fail to sign this deed, or having signed, not be bound thereby or be released as a surety, then the remaining signatories shall remain bound as if they be the sole sureties.
11. We agree that notwithstanding the insolvency of the DEBTOR and the termination as a result thereof by the liquidator/Trustee of the DEBTOR, of any lease for the hire of Premises/Immovable property, which may exist between the CREDITOR and the DEBTOR, that we shall still remain bound in terms of this Suretyship.
12. We acknowledge that in the event of the DEBTOR being a Company or a Close Corporation and converting from a Company to a Close Corporation, or from a Close Corporation to a Company, or at any time thereafter converting to either a Company or a Close Corporation, as the case may be, we shall still remain bound under this Suretyship.
13. In the event of any surety hereto being a natural person, he warrants that he is married out of community of property, or that if married in community of property, his spouse has consented in writing hereto by the Matrimonial Property Act, 1984.
14. No cancellation, variation or modification of this Suretyship and no waiver of the CREDITOR's rights hereunder shall be binding on the CREDITOR, unless reduced to writing and signed by the CREDITOR.
15. We record that this Suretyship was at the date of signature by me/us complete in all respects.
16. We agree that each provision and clause of this Suretyship is severable from the other and if any provision or clause is found to be defective or unenforceable for any reason the remaining provisions and clauses shall be and continue to be of full force and effect.

SIGNED at _____ on this the _____ day of _____ 20__ in the presence of the undersigned witnesses.

AS WITNESSES:

1. _____

Name: _____
Address (not box number): _____
2. _____

ANNEXURE B

RESOLUTION BY THE DIRECTOR(S) OF _____

with Registration No: _____ **HELD AT** _____ **ON THIS**

It is hereby resolved by the director(s) of _____
that _____

ID number: _____ is hereby authorized to sign any documentation on behalf of, and which
shall be considered to be binding on _____

THUS SIGNED at _____ **on the** _____ **2017**
