



OFFER TO LEASE

between

REBOSIS PROPERTY FUND LIMITED

Reg. No. 2010/003468/06

Vat No.: 4070256724

"Lessor"

and

THE MEAT & CHICKEN WAREHOUSE (PTY) LTD

t/a

OBC CHICKEN & MEAT

Reg. No: 2018/233223/07

VAT No: N/A

"Lessee"

PLEASE NOTE THAT THIS DOCUMENT IS AN OFFER TO LEASE AND WILL ONLY CONSTITUTE A BINDING AGREEMENT ONCE ACCEPTED BY THE LESSOR

Shop No.	Area	Trading As	Nature of Business
L2-53	400m ²	OBC CHICKEN & MEAT	BUTCHERY

Lessee Domicilium:

1011 BLOCK GG
SOSHANGUVE
0151

Postal Address of Lessee:

1011 BLOCK GG
SOSHANGUVE
0151

Lessee Contact Person:

ROBBIE CAPAZORIO

Lessee Contact Numbers:

Tel: 0861 622 622

Fax: _____

Email: robbie@obcgroup.co.za

Sunnypark Shopping Centre

Cnr Steve Biko & Robert Sobukwe, Pretoria

Lessor Domicile

2nd Floor Roland Garros:

The Campus: Cnr Main & Sloan Street

Bryanston; 2191

Lessor Contact Person

Jacques Mizen

jacques@reboasis.co.za

Lessor Contact Numbers

Tel: 011 575 4832

OFFER TO LEASE

I, **TERRENCE THABO SELAHLE**, ID No. **810310 5578 086** duly authorised in terms of the Resolution set out in **Annexure "A"** hereto and acting on behalf of the Lessee do hereby offer to hire the Leased Premises.

1. THE LEASED PREMISES

- 1.1. Shop No. **L2-53** measuring approximately **400m²** (**four hundred** square meters) as highlighted on the centre plan annexed hereto marked **Annexure "B"** ("the Leased Premises") forming part of Sunnypark Shopping Centre (hereinafter referred to as "the Building"). The Lessor may at any time re-measure the area of the Leased Premises in accordance with the rules laid down by SAPOA. The Parties shall be bound by any variation to the area arising out of such re-measurement.
- 1.2. The Lessee acknowledges that the information reflected in **Annexure "B"** in respect of tenant mix, shop area and location of Leased Premises are for information and identification purposes only. No warranty, representation or undertaking is given by the Lessor or its agents that the Leased Premises or other improvements will be as indicated on Annexure "B" in respect of locations, proximities or accesses. Annexure "B" is furthermore subject to change due to various factors including but not limited to requirements of any authority body or grantor of consent, right or licence.

2. BENEFICIAL OCCUPATION

- 2.1. The Lessee shall not be entitled to take occupation of the Leased Premises unless and until the Lessee delivers, to the satisfaction of the Lessor, the following:
 - 2.1.1. a duly signed and completed agreement of lease together with annexures thereto;
 - 2.1.2. a deposit/ irrevocable bank guarantee as contemplated herein;
 - 2.1.3. all relevant FICA documents applicable to the Lessee; and
 - 2.1.4. confirmation of payment in respect of the lease fees and the first month's rental.

Failure by the Lessee to comply with 2.1 shall not entitle the Lessee to an extension of the Beneficial Occupation Period.

- 2.2. Subject to 2.1 above, the Lessee will have the right of access to the Leased Premises for a period of **30 (thirty)** days (the "Beneficial Occupation period") prior to the opening date as detailed in 2.8 below (the "Trading Date").
- 2.3. The Lessee shall be responsible for constructing the interior of the Leased Premises at its sole cost and expense. The Lessee undertakes to commence with the actual and physical fit out of the Leased Premises within 72 (seventy two) hours of being granted access to the Leased Premises. Failure by the Lessee to timeously complete the fitting out of the Leased Premises will in no way alter the Commencement Date or the Lessee's liability to pay rent. All work and design shall be approved by the Lessor or its appointed agent prior to construction and all work is to be carried out by suitably qualified contractors. Only sub-contractors nominated by the Lessee and approved by the Lessor in writing shall be permitted to install additional services in the Leased Premises or to alter the services already installed therein or to lay the flooring therein. The Lessee shall provide the Lessor with a list containing the details of each contractor who will be on site during the Beneficial Occupation Period. Where the design and supervision is undertaken by the Lessor's professional consultants, such costs shall include their fees and disbursements which shall

be payable directly by the Lessee to the consultant on demand. The interior of the Leased Premises shall at all times be in accordance with the approved layout as set out in clause 22 below.

- 2.4. If the Lessor is unable to give the Lessee Beneficial Occupation on the Beneficial Occupation Date for any reason whatsoever, the Lessee shall have no claim for damages or any of cancellation and shall accept occupation upon such later date as the Leased Premises are available for such occupation. In the event of such a delay, the period of the lease shall remain unchanged and the Commencement Date will be the first day of the month following the month in which the Beneficial Occupation Period ends and the Lessee shall pay pro rata rental and costs for the period from the end of the Beneficial Occupation Period up to and including the day prior to the amended Commencement Date.
- 2.5. The Lessee acknowledges and accepts that the risk and benefit of the Leased Premises shall pass to the Lessee upon taking Beneficial Occupation of the Leased Premises. The Lessee shall be liable to pay the Lessor the cost of any additional insurance premiums levied as a result of the Lessee's fit-out. The Lessee shall comply with all applicable statutory requirements including but not limited to the Occupational Health and Safety Act as amended during the fit out of the Leased Premises and while occupying the Leased Premises.
- 2.6. Immediately upon the Lessee taking occupation of the Leased Premises for whatever purpose the Lessee shall permit the Lessor the right of access to the Leased Premises in order to enable the completion of any work in the Leased Premises which is the responsibility of the Lessor to undertake, subject to compliance with the Lessee's security arrangements. Should the Lessor be prevented from delivering the Leased Premises complete and ready for shopfitting purposed by virtue of any alterations or additions which the Lessor effects to the Leased Premises at the instance of the Lessee, the Beneficial Occupation Period shall be reduced accordingly.
- 2.7. During the Beneficial Occupation Period no rental shall be charged, however the Lessee shall be liable for all gas, water and electricity charges as well as its pro rata share of refuse removal.
- 2.8. The anticipated opening date for the Lessee's shop is or such later date as notified by Lessor to Lessee ("The Trading Date"). In order for the Lessee to have the Leased Premises ready for trading by the Trading Date, the following milestones need to be met:-
- 2.8.1. concept design submitted by:- **10 January 2019**
- 2.8.2. Lessor approval of design :- **within 2 (two) weeks from submission of concept design;**
- 2.8.3. access date for shop-fitting:- **01 February 2019**
- 2.9. The Lessee shall within 7 (seven) days after completion of the construction of the interior of the Leased Premises, furnish the Lessor with the following certificates/documentation. Failure to do will result in the Lessee not being allowed to commence trading:
- 2.9.1. Occupation Certificate for the leased premises from the local council;
- 2.9.2. Electrical Compliance Certificate;
- 2.9.3. Fireman Switch Certificate;
- 2.9.4. Extraction system (applicable to restaurants and fast food outlets and all shops where odours and moisture occurs;
- 2.9.5. Chimney certificate (applicable to restaurants and food outlets);
- 2.9.6. Fat-trap installation certificate (applicable to restaurants and food outlets);
- 2.9.7. All kitchen related certificates as set out in the House Rules (copy of which is available on request).
- 2.10. Within 14 (fourteen) days of acceptance of this Offer by the Lessor, the Lessee shall install 3D brand-specific lifestyle vinyl with the opening date of the Lessee's store on the entire shopfront of the Leased Premises.



3. PERIOD OF LEASE

- 3.1. The commencement date of the lease will be **01 March 2019** or such later date as may be communicated by the Lessor to the Lessee in writing ("**Commencement Date**").
- 3.2. The Lease shall endure for a period of **5 (five)** continuous trading years from the Commencement Date. Should the Commencement Date be delayed at the discretion of the Lessor for any reason, the rental shall escalate on a pro rata basis at the agreed escalation in clause 6.1 below, up to the revised commencement date.



4. RENTAL OBLIGATION DATE

Rental shall be due and payable from the Commencement Date or the Trading Date, whichever is earlier. If the Commencement Date or the Trading Date is not the 1st day of a calendar month, a pro rata amount of rental and other charges will be payable by the Lessee.

5. RENEWAL OPTION

The Lessee shall have the option to renew the lease by giving written notice 6 (six) months prior to the expiry of the Lease for a further period of **5 (five)** years, upon such terms and conditions as the Lessor and the Lessee may agree upon, provided that written agreement is reached and signed by or on behalf of the parties at least 3 (three) calendar months prior to the expiry date, failing such consensus, this agreement will terminate on the expiry date.

6. MONTHLY RENTAL

- 6.1. The monthly rental payable by the Lessee in respect of the Leased Premises shall be the area of the Leased Premises multiplied by **R125.00 (one hundred and twenty-five rand)** (excluding VAT) per square metre amounting to **R50 000.00 (fifty thousand rand)** (excluding VAT) per month. The monthly rental shall escalate at a rate of ~~10% (ten percent)~~ **7% (seven percent)** per annum compounded, on each anniversary of the Commencement Date during the period of the lease.
- 6.2. The Lessee must pay all rental and other charges for the duration of the lease, monthly in advance on or before the 1st (first) day of each month by direct debit order system or electronic fund transfer without deduction or set-off or deduction.
- 6.3. A certificate issued by the Lessor's financial manager as to the existence of any amount of indebtedness of the Lessee to the Lessor at any time, as to the fact that such amount is due and payable, the amount of interest accrued thereon and as to any other fact, matter or thing relating to the indebtedness of the Lessee to the Lessor, shall be prima facie proof of the contents and correctness thereof.

7. TURNOVER CLAUSE

- 7.1. The Lessee shall pay the basic rental as set out in Clause 6.1 above, or ~~15% (Fifteen percent)~~ of turnover, whichever is the greater. Within 3 (Three) months after the end of each financial year of the Lessee, the Lessee shall deliver to the Lessor an audited statement of the turnover together with payment of any excess of the turnover rental over the rental paid for that lease period.
- 7.2. It is hereby recorded that the Lessee's financial year end is **February**
- 7.3. **Is the Nett Value or Annual Turnover of the Lessee currently under R2, 000, 000.00 (Two million rand)?**

Yes	No
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8. MARKETING FUND CONTRIBUTION

The monthly marketing fund contribution payable by the Lessee will be equal to **5% (five percent)** of the monthly rental set out in Clause 6.1 above.

9. PARKING

The Lessee shall contract directly with the parking service provider who will administer the parking facilities at the shopping centre.

10. USE OF THE LEASED PREMISES

- 10.1. The Leased Premises shall be used solely for the retail purpose of **a butchery** and for no other purpose whatsoever.
- 10.2. The Lessee shall trade under the name **OBC Chicken & Meat**
- 10.3. It is recorded that no exclusivity of whatsoever nature is granted to the Lessee and the Lessor shall be entitled to let premises in the Building to third parties that may conduct the same or similar business as that of the Lessee.
- 10.4. Furthermore, the Lessor does not warrant that the property or the Leased Premises are suitable for the purpose of the Lessee's business nor that the Lessee will be granted any licence or consent in respect of its business or that such licence or consent will be renewed or extended.

11. OPERATING COSTS AND OTHER CHARGES

- 11.1. In addition to the monthly rental, the Lessee shall pay:
 - 11.1.1. ~~an amount of R38 (thirty eight rand) (excluding VAT) per square metre towards Operating Costs per month, which shall escalate at a rate of 12% per annum compounded;~~
 - 11.1.2. the costs of effluent, electricity, refuse, gas and water consumed by it in or on the Leased Premises, (including the costs of electricity and water consumed by the air conditioning (if any) serving Leased Premises;
 - 11.1.3. the Lessee will be charged on a pro rata basis for the direct and indirect costs associated with the operation of any air conditioning plant. These costs shall include electricity and water consumed by the plant, maintenance of the equipment and industrial effluent charges. The Lessee shall furthermore be liable for the water and electricity consumed by the fire protection equipment, if dedicated to the Leased Premises;
 - 11.1.4. the Lessee's pro rata share of the costs incurred by the Lessor in respect of effluent, electricity, refuse, Business or City Improvement District fees, gas and water consumed in the common area of the property;
 - 11.1.5. the Lessee shall pay to the Lessor its pro rata share of rates and taxes payable in respect of the property and the building as well as any increases thereon during the Lease Period. The current rates are **R13.50 (thirteen rand and fifty cents)** per square meter per month at date of signature. This amount and the total rentable areas of the Building may vary from time to time as notified by the Lessor in writing;
- 11.2. The Lessee, on demand, will pay to the Lessor the Lessee's pro rata share of any authority charges, or the Lessee's share of any new authority charges imposed, after the Commencement Date; for the purpose hereof, authority charges are the amount of all charges and levies levied in respect of the land and/or the building of which the Leased Premises form part by any government authority, provincial authority, local authority or any other statutory authority or body.
- 11.3. For the purposes of this Offer, the Lessee's pro rata share shall be calculated as a percentage which the rentable area of the Leased Premises bears to the total rentable area of the Building.
- 11.4. The installation of the gas supply to the Leased Premises as well as all gas requirements may be supplied by the Lessor's preferred supplier and will be metered separately. Gas will be metered according to industry-accepted practice. If called upon by the Lessor's preferred supplier to do so, the Lessee will enter into a gas supply agreement directly with the Lessor's preferred supplier for such individual gas supply. The cost of gas consumption on the Leased Premises will be charged directly by the Lessor's preferred supplier to the Lessee. During the Lease Period, the Lessee shall be invoiced by the Lessor's preferred supplier for such consumption and shall be liable for and pay, on a monthly basis, all such charges for gas, as well as VAT thereon at the then current rate, direct to the Lessor's preferred supplier, and if called upon by the Lessor, shall exhibit to the Lessor

proof of payment thereof. The Lessee shall not place in or regas the Lessor's preferred supplier's equipment with any gas not directly supplied by the Lessor's preferred supplier or any of its authorised agents or distributors nor shall the Lessee tamper with or undertake maintenance on, any equipment (including amongst others, any pipeline, installation or meters) belonging to the Lessor's preferred supplier or installed by the Lessor's preferred supplier at the Shopping Centre and the Lessee indemnifies the Lessor's preferred supplier and the Lessor from all or any claims brought against the Lessor's preferred supplier or the Lessor as a result of the Lessee's failure to comply with this provision. The benefits of this indemnity shall be capable of being accepted by the Lessor's preferred supplier at any time.

12. TRADING HOURS

12.1. The Lessee shall maintain continuous trade on the Leased Premises and will trade in accordance with the shopping centre's minimum standard trading hours:

Monday – Thursday	09h00 – 18h00
Friday	09h00 – 19h00
Saturday & Public Holidays	09h00 – 18h00
Sunday	09h00 – 14h00

12.2. The Lessor reserves the right to amend trading hours from time to time with due notice to the Lessee.

12.3. The Lessee shall keep the Leased Premises open continuously during minimum standard trading hours recorded in 12.1 above hereof, and carry on its business during the whole term of this Lease.

12.4. The Lessee shall open the Leased Premises for trading on the Trading Date as defined in Clause 2.8. Should the Lessee fail to open on the Trading Date or to thereafter trade continuously, a penalty of **R5000-00 (five thousand rand)** (excluding VAT) shall be imposed for each day that the Lessee fails to open or trade.

13. LEASE COSTS

13.1. The lease costs are **R2, 500.00 (Two thousand five hundred rand)** (excluding VAT) and shall be payable by the Lessee on demand by the Lessor. The lease costs shall be included as part of the first invoice, in respect of monthly rental, issued by Lessor to Lessee.

13.2. Should the legislation governing Stamp Duty be re-enacted after date of signature hereof then the full amount of any future Stamp Duty in respect of this lease whether at date of signature thereof or at any time thereafter, shall be borne by the Lessee.

14. DEPOSIT/BANK GUARANTEE

14.1. The Lessee shall within 14 (fourteen) days of acceptance by the Lessor of this Offer furnish the Lessor with a security deposit equivalent to 3(three) months gross rental based on the last year of the Lease Period either in the form of cash or an irrevocable bank guarantee (In favour of the Lessor and in a form and on terms as approved by the Lessor, free of exchange or bank charges. If the Lessee fails to deliver the bank guarantee as set out in this clause 14.1 within the specified time period, the deposit shall become payable in cash.

14.2. The cash deposit shall be retained by the Lessor until 90 (ninety) days after termination of the Lease or in the case of a bank guarantee shall expire 90 (ninety) days after the termination of the Lease and the Leased Premises having been vacated by the Lessee and the complete discharge of the Lessee's obligations to the Lessor, whereafter the bank guarantee shall be revoked or the cash deposit or the balance thereof, if any, shall be refunded to the Lessee.

14.3. In addition to the deposit set out in 14.1 above, an electricity and water consumption deposit, equal to **3 (three) months consumption** shall be payable upon demand from the Lessor. The

electricity and water deposit shall be held by the Lessor on the same terms as recorded in clause 14.2 above.

15. SURETY

The below mentioned directors/members/partners/shareholders:

Surety 1

NAME AND SURNAME	TERRENCE THABO SELAHLE
IDENTITY NUMBER	8103100 5578 086
RESIDENTIAL ADDRESS	1011 BLOCK GG, SOSHANGUVE ; 0152
SIGNATURE	

Surety 2

NAME AND SURNAME	
IDENTITY NUMBER	
RESIDENTIAL ADDRESS	
SIGNATURE	

Surety 3

NAME AND SURNAME	
IDENTITY NUMBER	
RESIDENTIAL ADDRESS	
SIGNATURE	

by their signature hereto hereby bind themselves as sureties and co-principal debtors solidum with the Lessee under renunciation of the benefits of excussion, division and cession of action, for due and punctual payment of all monies which may now or may in future be owing by the Lessee to the Lessor arising out of an agreement of lease entered into or about to be entered into between the Lessor and Lessee. The Lessee warrants that its directors/shareholders/members shall sign the Lessor's standard Deed of Suretyship, attached hereto as Annexure "G".

16. TRANSFER OF RIGHTS

The Lessee shall not cede or assign any of its rights in terms of this Offer either in whole or in part and may not sub-let the Leased Premises or any part thereof.

17. MAINTENANCE

The Lessee shall maintain the interior of the Leased Premises, including shop fronts, fittings, electrical appliances, equipment and appurtenances of whatsoever nature in good order and repair.

18. INSURANCE

The Lessee will be responsible for the security of the Leased Premises. In addition, the Lessee shall, at its sole cost be responsible for the insurance of the plate glass shopfronts of the Leased Premises as well as the interior of the Leased Premises and the contents thereof, including but not limited to any materials, equipment, stock, PoS equipment and shopfittings against any insurable risk including but not limited to damage, theft and destruction with effect from the Beneficial Occupation Date. The Lessee shall make copies of its insurance policies available to the Lessor on request.

19. COMMUNITY IMPROVEMENT

Whereas the development of the Shopping Centre takes place in a previously neglected and undeveloped area and furthermore to enhance the sustainability of the Shopping Centre, the Lessor



urges the Lessee to give serious consideration to the employment of staff from the local community surrounding the Shopping Centre as priority.

20. LIMITATION OF LIABILITY

The Lessor, its agents or employees, shall not be liable for any direct or indirect loss, damage or injury, irrespective of the cause, suffered by the Lessee, its directors, agents, contractors, employees, invitees or any other person; or for any direct or indirect loss, damage or injury, whether direct or in direct or consequential, for inconvenience which the Lessee may suffer owing to any difficulties from time to time in the interruption and / or supply of electricity, water, gas, or any other amenities or services or the complete cessation of such amenities or services, nor shall the Lessee be entitled to cancel this agreement nor be entitled to an abatement of rental in respect of such occurrence.

21. VALUE ADDED TAX

The Lessee shall in addition to all amounts payable in terms hereof, pay to the Lessor all Value Added Tax (VAT) or any similar tax, levy or duty which may be payable by the Lessor upon demand. It is specifically recorded that all amounts referred to herein are exclusive of VAT.

22. LAYOUT PLANS AND SHOP FITTING

- 22.1. The Lessee is required to appoint an accredited Designer, whom will complete architecturally Designed store layout plan, in an Autocad format. The submission must be issued electronically and include, dimensioned working drawings for purpose of showcasing and shopfitting, an electrical layout, a lighting layout, as well as a ceiling layout. Together with the plans, an aesthetical motivation and sample board must be submitted and in additional, a 3D rendering is also required to accompany same. Drawings must be prepared in accordance with the Tenant Criteria Document, attached hereto as **Annexure "D"**.
- 22.2. Drawings must be prepared in accordance with council requirements as well as the Design Criteria Manual for the shopping centre. **Designers and Architects must be registered Practitioners with SACAP or IDD.** Such drawings must be submitted for approval within 21 (twenty one) days of the Lessor's acceptance of this Offer.
- 22.3. Each and every Tenant who is taking up tenancy within the shopping centre must submit detailed plans to the council. Should you proceed to take occupation without having the plans approved, a building inspector is entitled to enter your store and order construction to stop immediately. He could even obtain a court order for the structure to be demolished at your expense.
- 22.4. Should same not be completed in accordance with the above, this will impact the receipt of the occupation certificate for the entire centre, and in addition, any tenant/party liable shall be held responsible for the loss of income or legal costs incurred.
- 22.5. Both the Lessor and Architect, in conjunction with the Tenant Co-Ordinator, as well as the relevant Local Municipal Authorities, inclusive of the Council and Fire Department, must approve such design drawings, prior to the commencement of fit out of the Leased Premises.

23. NO WARRANTIES

The Lessee records that it is not entering into this offer to lease by reason of any warranty or representation made to it by or on behalf of the Lessor, other than as set out in this Offer to Lease.

24. OFFER AND AGREEMENT

- 24.1. This Offer constitutes a firm and irrevocable offer which must be accepted in writing and which shall remain open for acceptance by the Lessor. Once this Offer has been accepted by the Lessor, a firm and binding contract shall come into existence. Such contract will, in due course, be replaced by the Lessor's standard Lease Agreement containing the terms and conditions as agreed herein and provisions not inconsistent herewith.
- 24.2. In the event that the Lessee fails to sign the Lessor's standard lease agreement within 30 (thirty) days of written request to do so, the Lessor shall be entitled without prejudice to its other rights, to

cancel this agreement, retake possession of the Leased Premises, claim damages or at its discretion, treat this document as the formal lease between the parties.

- 24.3. No variation, amendment or consensual cancellation of this Agreement or any provision or term hereof and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions on or terms of this Agreement will be binding or have any force and effect unless reduced to writing in paper-based form and signed by or on behalf of the Parties. For the avoidance of doubt it is recorded that no extension of time, waiver or relaxation or suspension of any of the provisions on or terms of this Agreement will be binding or have any force and effect if made through electronic communication, including e-mail.

25. FICA REQUIREMENTS

The Lessee acknowledges the Lessor's duty to comply with the Financial Intelligence Centre Act 31 of 2001 as amended and hereby agrees to provide the Lessor, upon signature hereof, with the relevant documentation as required by Law, as per **Annexure "C"** attached hereto.

26. BASE SPECIFICATION FOR THE LEASED PREMISES

26.1. Shopfronts

- 26.1.1. The Lessor will, at the Lessee's sole cost, be required to construct and install shopfronts and shopfront entrances to the Leased Premises in accordance with the Design Criteria for the building. Such shopfront is to be constructed from aluminium extruded sections finished in natural anodised aluminium or painted steel. Glazing will be 6mm clear laminated safety glass (UV 393) varying from 2.6m to 3.5m height.
- 26.1.2. Where possible, shopfronts entrances will be determined and located by the Lessee in consultation with the Lessor's architect. The main entrance will comprise of a double or single door with one replaceable cylinder dead lock.

26.2. Flooring

All shops will be provided with a power floated concrete floor.

26.3. Ceilings

The Lessee will, at the Lessee's sole cost, install ceilings to the leased premises in accordance with the Design Criteria for the building.

26.4. Walls

All internal demising walls (dry walling) will be painted with one (1) coat of primer.

26.5. Plumbing

- 26.5.1. 1 x Cold water point
26.5.2. 1 x 1200mm single bowl stainless steel unit

26.6. Electrical Installation

- 26.6.1. The Lessor will make provision for a surface mounted distribution board within the Lessee's premises with a separate metering system. Any variation resulting in additional cost shall be borne by the Lessee and will be reflected on the Lessee's first rental statement.
- 26.6.2. The Lessor will provide a 60AMP single-phase DB for shops up to 500m² and a 100AMP three-phase DB for shops larger than 500m² and for restaurants.
- 26.6.3. One 15A switch socket outlet per 50m² of internal area will be provided by the Lessor, with a minimum of two per shop for shops larger than 50 sqm. Plugs will be located on the perimeter walls @ 300mm above finished floor level.
- 26.6.4. One electrical signage point will be provided by the Lessor along the shopfront.
- 26.6.5. The Lessor shall make provision for the installation of a time control switch to control sign and shopfront display lighting. Hours for operating the aforementioned lighting and signs

shall be determined by the Lessor. The cost of the time switch will be for the Lessee's account.

- 26.6.6. Luminaire – the Lessee will make provision for 1,500mm double surface ceiling mounted fluorescent luminaire equal or similar or to Supalight 111/258/SS or other approved at a lighting level of 350 lux.
- 26.6.7. The Lessee installations will comply with the National Building Regulations & Building Standards Act, SANS 10400X & SANS 204.

26.7. Air Conditioning

- 26.7.1. A central air-conditioning system will be installed for the centre, however the Lessee shall be liable for the pro rata share for maintenance of the unit serving their premises as well as their pro rata share of electricity, if not separately metred.
- 26.7.2. The Line Shops will, as a rule, be served by a shared package A/C unit by means of sheet metal ducting and supply i.e. a single A/C unit will serve several shops simultaneously. Space temperature control shall be averaged and no individual shop will have its own control. These will be handed over to the lessee by the lessor at first fix, the lessee, at their expense, will install the A/C to completion using the specified ducting and diffusers (see Tenant Criteria Document).
- 26.7.3. A standard A/C layout will be issued to the Lessee to take cognisance of when doing his detailed shop design.
- Space temperature control: 22,5°C +/- 2°C
 - Lighting load allowance: 30 W/m²
 - Allowance for appliances: 10W/m²
 - Relative humidity: Uncontrolled

26.8. Signage

The Lessor will provide the signage criteria for the shopping centre and all Lessees must strictly abide by it to ensure uniformly (the Lessor insists on illuminated and fabricated or three dimensional signage to create an upmarket impression for the centre).

27. CREDIT VETTING

The Lessee authorises the Lessor and/or its agent to conduct any reference and/or financial and/or credit checks which it deems necessary on signature of this Offer to Lease and during the Lease Period and any renewals, if applicable on the business of the Lessee and/or its directors and/or the Sureties.

28. STANDBY POWER

Should the Lessor elect to install standby generators and/or Emergency Electricity Systems, the Lessee shall be liable for a proportion of the capital cost and the costs of maintaining and running these generators. The Lessor shall advise the Lessee in writing should it elect to install standby generators and set out the Lessee's proportion of the cost. Should such cost be rentalised, this amount will not form part of the basic rent for purposes of determination of the turnover rent. The Lessee shall be liable for the pro rata costs of operating and maintaining the standby generators to supply power.

29. INTEREST

In addition to any amount outstanding, the Lessee shall pay interest at the rate of the publicly quoted basic prime rate of interest at which Nedbank Limited will lend funds on overdraft plus 2% compounded per annum or part thereof, during the period while the payment is outstanding, on all amounts due by it to the Lessor in terms or arising out of this Agreement.

30. BREACH

If the Lessee fails to pay any rent or other amount due by it in terms hereof and remain in default for a period of 7 (seven) days after receipt of written demand, or the Lessee commits any other breach in terms hereof, then, and on the occurrence of any of such events, the Lessor shall have the right, without prejudice, and in addition to any other rights which it may have at law and in its sole discretion, either to cancel this agreement and to retake possession of the Leased Premises without prejudice to its claim for arrears of rent and/or damages which it may have suffered by reason of the Lessee's breach or of the premature cancellation, or to convert this lease to one in which the Lessor (but not the Lessee, who shall continue to be bound for the full period of the lease) shall be entitled to

terminate by giving 1 (one) month's written notice to the Lessee, the remaining terms and conditions being otherwise unaffected, but without prejudice to the Lessor's claim for arrear rent and/or damages which it may have suffered by reason of the Lessee's breach or of the premature cancellation. It is recorded that a default by the Lessee or any of its affiliates under any other agreement with the Lessor or any of the Lessor's affiliates shall constitute a breach under this Agreement.

31. JURISDICTION

The Parties and the sureties hereby unconditionally and irrevocably consent, without limitation, to the jurisdiction of the High Court of South Africa in relation to all matters arising from this agreement.

32. TRUSTEE ON BEHALF OF A COMPANY

If this Offer is entered into by a person/s acting as a trustee/s on behalf of a company or trust to be formed, then:

- 32.1. The trustee/s personally jointly and severally warrant/s to the Lessor that the company or trust to be incorporated or formed will, within 30 (Thirty) days from the date of signature of this Offer;
 - 32.1.1. be duly formed and incorporated; and
 - 32.1.2. duly adopt, ratify and confirm without modification this Agreement; and
 - 32.1.3. take all other steps necessary to render this Agreement binding on it; and
 - 32.1.4. deliver up its Memorandum of Incorporation in the case of a company and the Certificate of Appointment of Trustees and Trust Deed in the case of a trust together with a true copy of the resolution referred to in clause 32.1.1 duly certified by the chairman of the meeting.
- 32.2. The trustee/s personally hereby jointly and severally bind themselves to the Lessor that, failing compliance with the provisions of clause 32.1 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 Offer.
- 32.3. In the event of proper compliance with the provisions of clause 32.1 hereof the trustee/s shall be bound by all the terms of the Deed of Suretyship incorporated herein and signed by them in their 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 clause 32.1 hereof, then the Deed of Suretyship shall be regarded "*pro non scripto*".

33. PARTNERSHIP

In the event of the Lessee being a partnership, all of the partners shall be jointly and severally liable for payment of all amounts and the fulfilment of all obligations in terms hereof.

34. SIGNAGE AND ALTERATIONS

- 34.1. The Lessee may not affix or display any signage in or about the Leased Premises without the Lessor's prior written consent. All signage affixed by the Lessee shall be removed by it at the request of the Lessor and the Lessee shall make good any damage caused by such removal.
- 34.2. The Lessee may not effect any improvements/alterations/ additions to the Leased Premises, including but not limited to the air-conditioning units or the relocation thereof, without the prior written consent of the Lessor, which consent shall not be unreasonably withheld.

35. FRANCHISEE

To the extent that the Lessee is a franchisee, the Lessee shall procure that the franchisor executes and delivers to the Lessor simultaneously with signature of this Offer, an undertaking from the franchisor that the franchisor will assume the rights and obligations of the Lessee (except for any outstanding rentals and other charges that may be due and owing by the Lessee) in terms of this lease in the event that the Lessee defaults under and in terms of the this agreement and as a result the Lessor terminates the Lease.

36. SPECIAL CONDITIONS

36.1 The Lessor shall provide to the Lessee a Tenant Allowance of R500 (five hundred rand)(excluding VAT) per square meter amounting to R200 000 (two hundred thousand)(excluding VAT) of which will be paid within 30 (thirty) days of submission of a valid tax invoice, provided that the Lessee has signed the Lessor's standard Lease Agreement, and R500 (five hundred)(excluding VAT) per square meter amounting to R200 000 (two hundred thousand)(excluding VAT) towards a Capital Structural Deal. To the extent that there are monies owed by the Lessee to the Lessor, the Lessor reserves the right to set off such outstanding amounts against the Capital Upgrade Allowance.

36.2 The Lessee acknowledges that in the event that the Lease is cancelled for any reason whatsoever prior to the expiry date of the lease, the Lessee shall be liable for a pro-rata payment (taking into account the term of the lease and date upon when it was cancelled) of the Capital Upgrade Allowance which will immediately become due and payable to the Lessor. In the event that the Lessor requires, the lessee shall sign a suitable Acknowledgement of Debt in favour of the Lessor in respect of the Capital Upgrade Allowance.

36.3 This Offer is subject to final Landlord Approval.

37. RELOCATION

The Lessor may from time to time, whether before or after the Lessee has commenced trading from the Leased Premises, relocate the Lessee to alternative premises within the Building, which in the opinion of the Lessor are reasonably comparable to the Leased Premises, having regard to the size, foot traffic, exposure to the public and accessibility of the public to such alternative premises.

38. PROTECTION OF PERSONAL INFORMATION

- 38.1. The Lessor may deal with any and all personal information furnished to it in connection with signing this Agreement or subsequently during the term of the lease to enable it to execute the lease, such as for posting notices to let, lease negotiations, information to the Lessee and other measures involved in ongoing administration, to enable the Lessor to perform their obligations, carry out routine inspections and gather information on the Lessee, their Board and owners (such as credit information) and to analyse, value and organise the Lessor's property portfolio.
- 38.2. The Lessor may disclose personal information to the property owners' association, companies and organisations the Lessor works with for the property administration. The Lessor may also disclose personal information to staff at other companies owned by Lessor either directly or indirectly who have a reasonable need to know that information for the purposes above, and certain globally located IT support staff who deal with that information for IT-related purposes. Personal information may be sent to countries outside the Republic of South Africa in connection with this.
- 38.3. The Lessee consents to the Lessor handling, disclosing and divulging personal information about the Lessee in accordance with the above.
- 38.4. The Lessee is responsible for their employees, agents and owners in accordance with current law and regulations on personal information being duly informed and giving their consent to their personal information being handled, divulged and disclosed as stated above.
- 38.5. The Lessor is responsible for personal information as far as handling the abovementioned personal information is concerned.

38.6. Anyone who is registered may, by written request, obtain details of personal information handled on application once annually. The Lessee may also demand that personal information handled be corrected. The Lessor will on demand furnish details as to whom applications are to be made.

39. UNAVOIDABLE DELAY

If the Lessor is bona fide delayed, or hindered in or prevented from the performance of any term, obligation or act required by this Offer by reason of any cause beyond the control of the Lessor, including, without limitation, strikes, lockouts or other labour disputes, the enactment, amendment or repeal of any applicable laws, the failure of any existing tenant or occupant to vacate the Premises, shortages or unavailability of labour or materials, riots, insurrection, sabotage, rebellion, war, acts of terrorism, act of God, or any other similar reason ("Unavoidable Delay"), then performance of such term, obligation or act is excused for the period of the delay and the Lessor shall be entitled to perform such term, obligation or act within the appropriate time period after the expiration of the period of such delay. The Lessor shall also be excused from the performance of any term, obligation or act required hereunder if the performance of such item would be in conflict with any directive, policy or request of any governmental, quasi-governmental or municipal authority.

40. ANNEXURES

ANNEXURE "A" – AUTHORISING RESOLUTION
ANNEXURE "B" – BASE PLAN
ANNEXURE "C" – FICA REQUIREMENTS
ANNEXURE "D" – TENANT CRITERIA DOCUMENT
ANNEXURE "E" – CPA QUESTIONNAIRE
ANNEXURE "F" – TENANT'S CONTACT INFORMATION
ANNEXURE "G" - DEED OF SURETYSHIP

This Offer to Lease shall be binding on the parties hereto, their heirs, executors, administrators, successors-in-title or assigns.

SIGNATURE PROVISIONS

DATE: _____ PLACE: _____

NAME:	IDENTITY NUMBER:	SIGNATORY DETAILS:
_____	_____	_____
		for LESSEE, the signatory warranting that he is duly authorised hereto

AS WITNESSES:

1.	_____	_____
	(FULL NAME)	(SIGNATURE)
2.	_____	_____
	(FULL NAME)	(SIGNATURE)

DATE: _____

PLACE: _____

NAME:

IDENTITY NUMBER:

SIGNATORY DETAILS:

for LESSOR, the signatory warranting
that he is duly authorised hereto

AS WITNESSES:

1. _____
(FULL NAME)

(SIGNATURE)

2. _____
(FULL NAMES)

(SIGNATURE)

ANNEXURE "A"
AUTHORISING RESOLUTION

THE MEAT AND CHICKEN WAREHOUSE (PTY) LTD

REGISTRATION NUMBER: 2018/233223/07

The Company

RESOLUTION PASSED BY THE DIRECTORS OF THE COMPANY

RESOLVED THAT:-

1. The Company enter into the following transaction with Rebosis Property Fund Limited (registration number: **2010/003468/06**) ("the Lessor"):-
 - a. an Agreement Of Lease and/or an Offer to Lease to secure the premises measuring approximately 400m² at the shopping Centre known as Sunnypark Shopping Centre.
2. **TERRENCE THABO SELAHLE** be and is hereby authorised to negotiate, enter into and execute the agreements referred to in paragraph 1 above and to settle and sign all such documents related thereto as may be contemplated or necessary to implement the transactions envisaged in paragraph 1 above, the Company hereby ratifying and confirming and undertaking to ratify and confirm all things done or to be done by the aforesaid person on behalf of the Company pursuant thereto.

DIRECTOR:

SIGNATURE:

DATE:

DIRECTOR:

SIGNATURE:

DATE:

BASE PLAN



ANNEXURE C

FICA REQUIREMENTS

In terms of the Financial Intelligence Centre Act (38) of 2001, the Lessor is obliged to request and verify specific information before it may let space to tenants. The duty is also on the Lessor to keep records of the required information. You are accordingly requested to provide the following documentation.

Please supply certified copies of the following documents marked with an *:-

1. Natural Person

Certified Copy of green bar coded Identity Document*	
In the case of a foreign national, a certified copy of the applicant's passport* as well as their Temporary/ Permanent Residency Permit* is required.	
Any one of the following documents reflecting your initials and surname to enable us to verify Residential Address: <ul style="list-style-type: none"> - A Utility Bill (Rates & Taxes) (Not older than 3 months)* - A Telkom Account (Not older than 3 months)* 	
SARS document reflecting your Income Tax number & if registered for VAT a SARS document reflecting your VAT number*	

2. Company

Notice of Incorporation (CoR 14.1)* and/or Registration Certificate (CoR 14.3)* bearing stamp of registrar of companies (previously CM1)	
Document containing Trade Name, if applicable*	
Notice of Registered Office and Postal Address (CoR14.1 or CoR 21.1, if address was changed)* bearing stamp of registrar of companies (previously CM22)*	
Address from where company operates if different from registered address (attach utility bill as proof)	
Return containing particulars of Directors (CoR 14.1 and/or CoR39)* (previously CM29)*	
Income Tax and VAT numbers of the entity on a SARS document*	
Letter of authority authorising the individual to act on behalf of the company*	
Note: This person needs to supply the following: Full name, ID number, date of birth, residential address, contact particulars, designation	
Letterhead*	
Confirmation of each beneficial controllers contact particulars and residential address.	

3. Close Corporation

Founding Statement and Certificate of Incorporation (CK1) * bearing stamp of registrar of Close Corporations	
Document containing Trade Name*	
Address from where company operates if different from registered address	
Amended founding Statement (CK2) if applicable bearing stamp of registrar of Close Corporations*	
Confirmation of each beneficial controllers contact particulars and residential address.	
Income Tax and VAT numbers of the entity on a SARS document*	

Letterhead*	
Letter of authority authorising the individual to act on behalf of the close corporation*	
Note: This person needs to supply the following: Full name, ID number, date of birth, residential address, contact particulars, designation	

4. **Trusts**

Trust Deed* - containing <ul style="list-style-type: none"> • The identifying name and number of the trust • The address of the Master of the High Court where the trust is registered • Registered name, number, address, trade name and business address • SARS document containing the income tax registration number – if issued for each trustee • The full names, date of birth, identity number(s) of all trustees and, in the event of a trustee being a foreign person, his/her nationality and passport number* 	
Letters of Authority* from the Master of the High Court where the trust is registered.	

5. **Partnership**

Partnership Agreement*	
Identity documents/passports of all members*	
Registered name, number and Address if applicable	
Contact particulars	
SARS document containing the income tax registration number – if issued	

ANNEXURE D

TENANT CRITERIA DOCUMENT

ANNEXURE E -CPA QUESTIONNAIRE

ARE YOU A SOLE PROPRIETOR/PARTNERSHIP/TRUST	YES	NO
ARE YOU A COMPANY/CLOSE CORPORATION WITH A TURNOVER OR NET ASSET VALUE OF LESS THAN R2MIL	YES	NO

I, the undersigned confirm the following:-

1. I **TERRENCE THABO SELAHLE** am a Director/~~Member/Manager~~ of the Lessee as defined in the lease to which this annexure is attached.
2. I can read, write and understand the English language and I have the following qualifications:-

	MARK WHICHEVER IS APPROPRIATE
Highest school grade, except matric/ Grade 12	
Grade 12	
Tertiary diploma or degree	
Other (please specify)	

3. I have personally signed [] lease agreements and I have experience in concluding lease agreements.
4. At the signature of this agreement, the Lessee will have a net annual turnover of:-

GROSS TURNOVER	MARK WHICHEVER IS APPROPRIATE
Below R2 000 000	
R2 000 000 or more	

5. At the signature of this agreement, the Lessee will have a net asset value of:-

GROSS ASSET VALUE	MARK WHICHEVER IS APPROPRIATE
Below R2 000 000	
R2 000 000 or more	

6. The information supplied in this questionnaire is both true and correct.

SIGNED AT _____ on this _____ day of _____

(Full name and Surname)

For and behalf of **THE MEAT & CHICKEN WAREHOUSE (PTY)LTD**
being duly authorised hereto



ANNEXURE F**LESSEE'S CONTACT INFORMATION****Lessee's Marketing Manager**

NAME AND SURNAME	
E-MAIL ADDRESS	
CELLPHONE NUMBER	

Franchisor's Details

NAME AND SURNAME	
E-MAIL ADDRESS	
CELLPHONE NUMBER	

Lessee's Operations Manager

NAME AND SURNAME	
E-MAIL ADDRESS	
CELLPHONE NUMBER	

Lessee's Design Content Manager

NAME AND SURNAME	
E-MAIL ADDRESS	
CELLPHONE NUMBER	



ANNEXURE G – DEED OF SURETYSHIP

I, the undersigned,

TERRENCE THABO SELAHLE
I.D. NO.: 810310 5578 086

hereby bind myself as surety and co-principal debtor, jointly and severally to **REBOSIS PROPERTY FUND LIMITED**, Registration Number 2010/003468/06 ("the Lessor") for the due and punctual payment and proper fulfilment of all the obligations, of whatsoever nature and howsoever arising, present and in future of:

THE MEAT & CHICKEN WAREHOUSE (PTY) LTD
REG. NO. 2018/233223/07
(hereinafter referred to as the Lessee)

its successors-in-title or assigns, arising from or out of or in terms of a lease between the Lessor and Lessee to which this Deed of Surety is annexed as Annexure "G" in respect of certain premises being Shop L2-53, **Sunnypark Shopping Centre** ("The Lease") or any renewal, amendment, breach or cancellation of the lease or relating in any manner to the occupancy by the Lessee of the premises referred to above.

I agree and declare that:

1. No act or indulgence, relaxation or grace by the Lessor to the Lessee (including any act of accepting payment after due date or in accepting a lesser sum than the amount due) shall prejudice or affect the Lessor's rights in terms hereof, and if any action by the Lessor result in a novation of any debt or liability arising out of or from the lease then I undertake and agree to be similarly bound as surety and co-principal debtor in favour of the Lessor for such novated debt or liability.
2. This suretyship shall remain in force as a continuing covering security until such time as all the obligations of the Lessee to the Lessor in terms of the lease (or any renewal, amendment, breach or cancellation thereof) have been duly and properly fulfilled.
3. I renounce the benefits of excussion (which means that the Lessor may proceed against the surety without, at first, having to proceed against the Lessee), division (which means that the debt does not have to be divided between the principal debtor and surety), non numeratae pecuniae (which means that no valuable consideration has been received), errori calculi (which means that there is no calculation error), De doubus vel pluribus reis debendi (which means that the surety be sued jointly with other principal debtors) and cession or action, the full meaning and effect whereof I know and understand.
4. The Lessor shall be entitled, without limitation and at its option to institute any legal proceedings which may arise out of or in connection with this suretyship in the High Court of South Africa, or in any Magistrate's Court having jurisdiction in respect of the surety's person, notwithstanding the fact that the claim or value of the matter in dispute might exceed the jurisdiction of such Magistrate's Court in respect to the cause of action.
5. If this deed has been prepared in form for signature by more than one surety, then each surety who signs it acknowledges and records that notwithstanding the fact that it provides for signature hereof by other sureties, there is a separate, distinct and independent contract of suretyship brought into existence by each surety who does sign it. Accordingly if for any reason any surety named herein shall fail to sign this Deed of Suretyship for any reason whatsoever or if this suretyship shall for any reason cease to be or is not binding on any one or more of the sureties then the obligations of the other(s) shall be binding and remain of full force and effect in terms hereof.
6. In the event of the Lessee becoming insolvent, or if the Lessee be a company, in the event of it being wound up either voluntarily or by the court and the trustee or the liquidator (as the case may be) terminating the aforementioned lease or any renewal thereof, this suretyship shall extend to and cover all loss which may be sustained by the Lessor by reason of the non-performance of the terms of such lease and I shall be jointly and severally liable to the Lessor as surety and co-principal debtor in the actual sense of the word, for the due payment in full of all such loss notwithstanding any limitation on any claim against the Lessee.

7. Without derogating from the generality of any of the provisions of the suretyship or the ambit of the obligations embraced, my liability shall cover all claims for compensation on or damages which the Lessor may at any time have as a result of the cancellation or termination of any contract between the Lessee and the Lessor howsoever arising, including without limitation the termination of any lease between the Lessee and the Lessor (or the Lessor's predecessor in title) which takes place pursuant of the provisions of section 37(1) of the Insolvency Act, No. 24 of 1936, as amended, or, where the Lessee is a company, as applied by virtue of the provisions of the Companies Act, No. 61 of 1973, as amended, or pursuant to any corresponding legislation.

8. It is agreed and declared that all admissions and acknowledgements of indebtedness by the Lessee shall be binding on me.

9. If the lease has been signed on behalf of a company to be formed then this suretyship is for the obligations of that company when formed.

10. I choose domicilium citandi et executandi at the following address:-

.....
.....
.....

11. I agree that in the event that the Lessee is placed under business rescue and/or the principal indebtedness owing by the Lessee to the Lessor be compromised in any manner or to any extent, my liability by virtue hereof shall not be affected by such compromise and shall guarantee full payment or performance in favour of the Lessor.

12. I declare that my marriage status is as follows:

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

unmarried

married, out of community of property (Antenuptial Contract)

married, in community of property (if yes, spouse has to complete the following):

I _____ (full name of spouse),
Identity number _____ hereby consent in terms of
Section 15(2) of the Matrimonial Property Act (88 of 1984) to
_____ (name of Surety)
entering into this suretyship.

SPOUSE SIGNATURE

13. I agree and record that I understand each paragraph herein contained and requires no further explanation thereof, it being recorded, without limitation, that the restrictive provisions contained in paragraphs 3 and 11 having been pertinently observed and considered.

Thus done and signed at _____ on this the _____ day of _____
20____.

SIGNATURE

Witnesses:

1. _____
Signature Name in Full

2. _____
Signature Name in Full

