

OFFER TO LEASE

Entered into by and between:-

HEDRAPHASE INVESTMENTS (PTY) LTD

Registration Number: 2010/006887/07

VAT Number: 4260267432

And

OBC GROUP (PTY) LTD

INITIAL HERE

Registration Number: _____

INITIAL HERE

VAT Number: _____

INITIAL HERE

trading as

**OBC GROUP
(the Tenant)**

SHOP NO: 25

UMLAZI NEWTOWN CENTRE

INDEX

1. PREMISES
2. BENEFICIAL OCCUPATION AND LEASE PERIOD
3. DURATION , TERMINATION & RENEWAL PERIOD
4. RENTAL
5. PARKING
6. DEPOSIT
7. SURETY
8. ADDITIONAL CHARGES
9. MARKETING FUND
10. MEASUREMENT
11. CONCEPT AND BUSINESS PROPOSAL
12. TENANT CRITERIA DOCUMENT AND SPECIFICATION
13. LOCAL AND OTHER AUTHORITIES
14. VALUE ADDED TAX
15. HEALTH AUDIT (APPLICABLE TO FOOD/RESTAURANT TENANTS ONLY)
16. OFFER TO LEASE
17. TRADING HOURS
18. CREDIT BUREAU SEARCHES
19. ACCESS TO PREMISES
20. FINANCE APPROVAL
21. FICA
22. SIGNATURES AND COUNTERPARTS

SCHEDULE'

The Landlord hereby lets to the Tenant, who hereby hires from the Landlord, the Leased Premises in accordance with the particulars contained in the Schedule and the terms and conditions set out herein, read with the Annexures attached hereto.

1. Landlord	HEDRAPHASE INVESTMENTS (PTY) LTD	2. Tenant	OBC GROUP (PTY) LTD T/A OBC GROUP
Registration Number	2010/006887/07	Registration number	
VAT Registration Number	4260267432	Vat Registration Number	
Herein represented by (who warrants his / her authority hereto)	Acqumen Management Services (Pty) Ltd	Herein represented by (who warrants his / her authority hereto)	Ridwan Kajee
Landlord's Physical Address (hereinafter referred to as the Landlord's - <i>domicilium citandi et executandi</i>)	4 WALTER PLACE MAYVILLE KWA-ZULU NATAL 4091	Tenant's Physical Address	1158 Louwlandia Drive, Louwlandia, Drakfontein Road, Centurion
		Tenant's postal address	
Property	ERF 1368 UMLAZI V SECTION	Tenant's e-mail address	robbie@obcgroup.co.za
		Tenant's contact number	086 162 2622
		Tenant's Signatory/ies	
		Full name and ID number	
		Tenant's Financial Year-End	
3. Premises			
3.1 Leased Premises	SHOP No. 22		
3.2 Area of Leased Premises	500 m ²		
3.3 Outside Seating Area	Not Applicable		
3.4 Mezzanine Area	Not Applicable		
3.5 Parking Bays	Not Applicable		
3.6 Storage	Not Applicable		
4. Total Monthly Rentals			
4.1 Basic Monthly Rental	R 150.00 per m ² (Excluding VAT)	Escalating at 8% per annum compounded	
4.2 Operating Costs	Not Applicable	Not Applicable	
4.3 Monthly Outside Seating	Not Applicable	Not Applicable	
4.4 Monthly Mezzanine Area	Not Applicable	Not Applicable	
4.5 Monthly Parking Rental	R350.00 per bay (Excluding VAT)	Escalating at 8% per annum compounded	
4.6 Monthly Storage Rental	Not Applicable	Not Applicable	
5. Lease Dates			
5.1 Lease Period	5 Years		
5.2 Beneficial Occupation Period	30 Days		
5.3 Beneficial Occupation Date	01/08/2019		
5.4 Commencement Date	01/09/2019		
5.5 Trading/Rental Obligation Date	01/09/2019		
5.6 Termination Date	31/08/2024		

5.7. Renewal Period	1 x 5 Year Option
6. Turnover Rental	5 % on Annual Net Turnover
The Tenant shall submit to the Landlord no later than 7 (seven) calendar days after month end and on a monthly basis, a statement, signed by the Tenant as being a true reflection of, of the Tenant's Net Monthly Turnover for the preceding month	
7. Marketing Fee	5% of the Basic Rental per month
8. Use of leased premises	For Sale of Frozen Chicken, Fish, Red Meat, Processed Meat and other essential grocery items and for no other purpose whatsoever.
9.1 Deposit :	(Three) Final months' rental (all rentals, parking and marketing costs, all including VAT)
9.2 Electrical Deposit (If necessary)	As per Clause 9.5 of the Agreement of Lease
9.3 Interest on Deposit	32 Day Call Account / Bank Guarantee
10.1 Suretyship Full name and identity number	1. _____ (I.D. NUMBER _____) 2. _____ (I.D. NUMBER _____)
10.2 Suretyship Full name and Identity number of spouse if married in COP	1. _____ (I.D. NUMBER _____) 2. _____ (I.D. NUMBER _____)
11. Interest Rate on outstanding amounts:	3% above the Prime Rate
12. Minimum Trading Hours	Mondays-Saturday: 09h00 – 18h00 Sundays and Public Holiday: 09h00 – 17h00
13. Penalties:	R2000 or 10% of Basic Rental (Excl VAT), whichever is the higher per day or pro-rata per hour
14. Lease Administration Fees	R2,500.00 (Excluding Vat)
15. Additional Costs including, but not limited to:	
Electricity	Metered and/or Pro Rata and/or Pre-Paid
Gas	Metered and/or Pro Rata
Water	Metered and/or Pro Rata
Sanitary fees, Sewerage or effluent charges	Metered and/or Pro Rata
Street levy and approval costs	Pro Rata
Signage levy and approval costs	Pro Rata
Tax or levy imposed by relevant Council	Pro Rata
Refuse	Pro Rata or as per actual bin count
Rates & Taxes	Pro Rata
Air-Conditioning maintenance fee	Pro Rata
Generator Charges	Pro Rata
Tenant Installation Allowance	Not Applicable

ANNEXURES TO THIS AGREEMENT:

- A – General Terms and Conditions of Lease Agreement;**
- B – Plan of Leased Premises;**
- C – Tenant Criteria Document;**
- D – Additional Terms to Offer to Lease;**
- E – Suretyship;**
- F – Personal Balance Sheet of Surety;**
- G – Resolution;**
- H – White Box Specification**

IMPORTANT NOTE: Please read and consider this Offer and its annexures carefully as it shall constitute a binding agreement open for acceptance by the Landlord, WHICH Offer shall be substituted by the formal Agreement of Lease attached hereto once so signed by the Landlord. You will be requested to declare that you understood the content of this entire Offer and its annexures. Please note that initialling next to any Item (term) would not derogate the enforceability of any of the other terms of this Offer. Please do not disregard any term not so emphasised as such terms will be binding and enforceable.

GENERAL TERMS AND CONDITIONS OF OFFER TO LEASE

1. PREMISES

- 1.1 The Landlord hereby lets to the Tenant, which hires the Premises described in Item 3 of the Schedule, with the approximate rentable area as described therein;
- 1.2 Upon completion of the premises, the Landlord will provide the Tenant with an Architect's Certificate in respect of the rentable area of the Premises and should such measurement vary by 5% (Five Percent) or more from the area stipulated in Item 3 of the Schedule, then an adjustment shall be made to the Agreement of Lease by way of an Addendum to be signed by both parties or their duly authorised representatives;
- 1.3 The premises or any portion thereof may not be given up, made available or sub-let by the Tenant to any third party nor will the Tenant cede, assign or encumber his rights in terms of this Agreement, without the Landlord's prior written consent;
- 1.4 The Landlord is entitled to assign its rights and obligations under this offer to lease at any point in time to any person or persons and in such event the Landlord will give the tenant prior written notice advising it of the details of the assignee and of the date from which such assignment is effective (and such notice will be countersigned by the assignee concerned), the Tenant hereby consents to any such assignment;
- 1.5 The premises will be used only for the purpose as described on the Schedule Page.

2. BENEFICIAL OCCUPATION AND LEASE PERIOD

- 2.1 Should the intended Commencement Date be delayed for whatsoever reason, then the Basic Rental recorded in Item 4.1 of the Schedule as at such Commencement Date, will automatically be increased by the agreed Annual Escalation Rate as recorded in Item 4.1 of the Schedule, on a pro-rated basis. Any delay in the Commencement Date will be communicated to the Tenant at least 3 (Three) months prior to the intended Commencement Date;
- 2.2 The Tenant shall be allowed to access to the Premises for purpose of attending to shopfitting and related matters for an agreed Beneficial Occupation Period as agreed to in Item 5.2 of the Schedule prior to the Commencement Date, but the Landlord shall have the right to determine the time and manner of such access. The Tenant shall not inconvenience the contractor or cause any delay to building works;
- 2.3 If for any reason whatsoever the Landlord shall be unable to make the Leased Premises available to the Tenant on the Beneficial Occupation Date the Tenant shall nevertheless be bound and hereby undertakes to accept occupation upon such later date as the Landlord may advise the Tenant in writing that the Leased Premises shall available for such occupation. In the event of a delay in the Beneficial Occupation Date, the Lease shall remain in full force and effect and the date of the Commencement and Termination of the Lease shall be extended accordingly. The Tenant shall not be entitled to claim any damages or cancellation of the Lease by reason of the delay in obtaining such Beneficial Occupation and Commencement;
- 2.4 If in the Landlord's sole opinion the Tenant is unlikely to complete the signage, shopfronts, decor and any other works so that the Leased Premises shall be complete and ready for trading on the Commencement Date, then the Landlord shall be entitled to execute such works on behalf of the Tenant as it may deem fit and charge the Tenant the cost thereof plus the Penalties recorded in Item 13 of the Schedule together with consultant's fees on a time basis, as shall be certified by

- the Landlord's Architect, which shall be accepted by the Tenant as being correct and the Tenant shall thereupon accept the Leased Premises as provided by the Landlord;
- 2.5 The Tenant will receive the premises on the beneficial occupation date in a condition as specified in Annexure H, being the White Box Spec. The Tenant shall design and construct the premises in accordance with the Tenant Criteria Document, Annexure C;
 - 2.6 All provisions of this Offer will apply during the beneficial occupation period, save that no rental will be payable. The Tenant will be liable for electricity, water, refuse and sewerage costs consumed on or about the leased premises during the beneficial occupation period and for its pro rata share of all municipal charges consumed on or about the property;
 - 2.7 All rubble, waste and refuse from the shop fitting works and stocking the premises must be stored within the unit and must be cleared from the premises by the Tenant's shop fitters on a daily basis. The rubble to be dumped in a refuse skip made available on site by the developer. All costs in relation to the removal of rubble will be for the account of the Tenant;
 - 2.8 In the event that the Landlord or his agent notifies the Tenant that the premises is ready for occupation and the Tenant fails to take possession and to open the premises for business fully fixtured, stocked and staffed on the commencement date, or in the event the Tenant fails to keep the premises open for business unless prevented from doing so by causes beyond the Tenant's control, and accepted as such by the Landlord, at any time during the entire term of the Lease, then this will constitute a breach by the Tenant and the Landlord will have the right to any and all remedies herein provided, including the right to collect monthly rental and all other relevant charges without prejudice to its rights in respect of a cancellation of the Agreement, but as liquidated damages. Notwithstanding the foregoing without affecting the Landlord's rights in terms hereof the Landlord will be entitled to claim penalties as stipulated in item 13 of the Schedule for each and every day or part thereof that the Tenant fail to commence or continue trading;
 - 2.9 Should the Tenant have taken occupation of the leased premises prior to this Offer having been made or prior to this Offer being presented to the Landlord for consideration, then the terms and conditions of this document will be regarded as the only basis upon which the Leased Premises are occupied, save and except that the Landlord will have the right to terminate the Tenant's tenancy by giving one month's notice to the Tenant.

3. DURATION, TERMINATION & RENEWAL PERIOD

- 3.1 Notwithstanding that the Tenant shall have received access to the premises from the Beneficial Occupation Date as recorded in Item 5.3 of the Schedule, the Agreement of Lease shall come into operation on the Commencement Date and shall subsist for the Lease Period from that date, unless terminated earlier in accordance with the provisions thereof;
- 3.2 The Tenant shall have the option to renew the Agreement for the Renewal Period recorded in Item 5.7 of the Schedule on the same terms and conditions as contained herein, save for marked related rental and annual escalations to be agreed between the parties within 60 (Sixty) days after the Tenant has exercised such option, by giving notice to that effect to the Landlord not less than 6 (Six) months prior to the date upon which the Renewal Period concerned is to commence;
- 3.3 Should the Tenant fail to exercise such option as directed in Clause 3.2 above, then the Agreement of Lease will lapse on the Termination Date recorded in Item 5.6 of the Schedule as if the option to renew was never granted.

4. RENTAL

- 4.1 The Rent will be payable monthly from the Lease Commencement Date (or the Trading/Rental Obligation Date depending on the circumstances, as recorded item 5 of the Schedule) in advance on or before the 1st (First) day of every month and will be the greater, at any time, of the Basic Monthly Rent or Turnover Rental;
- 4.2 The commencing rentals payable monthly by the Tenant to the Landlord from the Commencement Date or Trading/Rental Obligation Date, whichever is the earlier, will be as described in Item 4 of the Schedule;
- 4.3 Should the Tenant commence trading in the premises before the Lease Commencement Date (or the Trading/Rental Obligation Date, depending on the circumstances) the Tenant will pay to the Landlord a pro rata share of the rental and other amounts for which the Tenant is responsible in terms of this agreement.

5. PARKING

Subject to availability, the Tenant will be required to take up, occupy and use the minimum number of parking bays allocated to the Leased Premises in accordance with the parking ratio of the Property for the entire duration of this Lease, as set out in item 3.5 of the Schedule. The Landlord will be entitled, within its sole and absolute discretion, to allocate the position and locality of the said parking bays to the Tenant. The Landlord's allocation of the said parking bays will be final and binding on the Tenant.

6. DEPOSIT

A cash deposit equal to 3 (Three) times the sum of the total monthly rentals during the last year of the Initial Lease Period (i.e. all rental as stipulated in item 4 of the Schedule plus VAT on all amounts) stipulated in items 9.1 and 9.2 of the Schedule, will be payable 45 (Forty Five) days prior to beneficial occupation.

7. SURETY

- 7.1 The financial statements of the entity signing this Agreement will be submitted to the Landlord for approval;
- 7.2 The sureties as set out in the Schedule Page, by their signatures hereto, irrevocably bind themselves jointly and severally as surety and co-principal debtors in solidum to the Landlord as defined herein between the creditor and the debtor in respect of the lease premises as defined herein and agree that this guarantee will extend to cover any failure to fulfill the terms of this Agreement whether brought by the action of the debtor or any person or by the insolvency/liquidation of the debtor.

8. ADDITIONAL CHARGES

- 8.1 For the purposes of this Clause the pro-rata share will be calculated on the ratio that the rentable area of the Leased Premises bears to the total occupied area of the building;
- 8.2 All additional charges will be payable on or before the first day of every month and will be treated the same as rental payments in respect of late payments;

8.3 Municipal Charges:-

The Tenant will be liable for its pro rata and/or metered share of those charges levied by the Local or Regional Council or other competent authority or body having jurisdiction over the Property and/or the Buildings currently levied or charged or, at any time in the future and from time to time during the currency of this lease, including increases on those charges, including, but not limited to:-

- 8.3.1 water charges;
- 8.3.2 sanitary fees, sewerage or effluent charges;
- 8.3.3 street cleaning levy;
- 8.3.4 signage levy and approval costs;
- 8.3.5 electricity, including, but not limited to, electrical maximum demand charges, basic electrical charges, connection fees, deposits and all other electrical consumption (metered) including but not limited to the Tenant's signage illumination, consumed in or about the leased premises, including meter reading charges;
- 8.3.6 electricity and water consumed by and on the common areas;
- 8.3.7 electricity and water consumed by the air-conditioning units;
- 8.3.8 refuse removal levy;
- 8.3.9 gas (if applicable);
- 8.3.10 municipal assessment rates and taxes;
- 8.3.11 any other form of tax and levy imposed by any relevant authority;

8.4 Operating Costs:-

Means the Tenant's pro rata share payable towards building maintenance and services, which includes, but not limited to, cleaning of the common area, security, insurance, management fees and levies.

8.5 Other Charges:-

- 8.5.1 Pro rata share of the monthly maintenance fees for air-conditioning system servicing the premises;
- 8.5.2 All generator charges;
- 8.5.3 The Tenant will be liable for payment of the Lease Administration Fees as recorded in Item 14 of the Schedule (this is a once-off charge);
- 8.5.4 Any costs attributed to a specific Tenant will be recovered from the relevant Tenant.

9. MARKETING FUND

The Tenant will during the Lease Period contribute to any Marketing Fund established to market the Mall. The Tenant's monthly contribution to the Marketing Fund will be a sum equivalent to the percentage (shown in Item 7 of the Schedule Page) of the Tenant's Basic Monthly Rental.

10. MEASUREMENT

The Landlord gives no warranties, express or implied, in regard to the size (5% (Five Percent) tolerance either way) and shape of the premises on completion. Any variation required by the Tenant to the premises from the Landlord's plans will be for the Tenant's account or credit as the case may be.

11. CONCEPT AND BUSINESS PROPOSAL

- 11.1 The Tenant will submit to the Landlord (for approval), together with this Offer to Lease, a business plan and concept proposal of the proposed shop. These will include, but will not be limited to:-

- 11.1.1 Visual presentation of the proposed shop, ie photographs of existing shops and/or architect proposal of interior shop design and shopfitting;

- 11.1.2 Products/services to be provided;
- 11.1.3 History and trade record of the entity and operator of the proposed shop;
- 11.1.4 Forecast and budget of income and expenses for at least the first 2 (two) years;
- 11.1.5 Marketing plan.

11.2 In the event that the above is approved by the Landlord, the Tenant will be bound to adhere to these proposals, business plans and specifications as described above. Any deviation from the aforesaid will be a material breach of this Agreement.

12. TENANT CRITERIA DOCUMENT AND SPECIFICATION

- 12.1 It is a condition of this Agreement that the shopfront, signage and shopfitting must be in terms of the Tenant Criteria Document (Annexure C) and all drawings and proposals must be submitted to the Landlord within 60 (Sixty) days after the Landlord's acceptance of this Offer and must be in terms of the Tenant Criteria Document;
- 12.2 If the Tenant fails to comply with any provisions of the Tenant Criteria Document, the Landlord will be entitled to charge Rental from the original Rental Obligation Date, as set out in item 5 of the Schedule, as well as charging the Penalties set out in Item 13 of the Schedule, without prejudice to any other rights it may have in terms of the Lease.

13. LOCAL AND OTHER AUTHORITIES

- 13.1 The Tenant will be responsible for requirements of the local authority or any other authority in connection with the Tenant's business conducted or to be conducted on the premises, and the Tenant will satisfy and bear the costs of all alterations or in respect of the fittings therein required;
- 13.2 The Tenant will be responsible for obtaining an Occupation Certificate from the local authority as well as an electrical Certificate of Compliance for the Leased Premises, as well as obtaining approval from the local authority for any signage to be installed and pay all charges in connection therewith. The Landlord will obtain a final occupation certificate for the Building, however, this will not delay the Beneficial Occupation or Lease Commencement dates.

14. VALUE ADDED TAX

Any amount charged by the Landlord to the Tenant in terms of any provision of the Lease which, in terms of any legislation in force from time to time, is subject to Value Added Tax (VAT), will be charged together with the relevant VAT applicable at the relevant time to such amount and the Tenant will pay to the Landlord not only the said amount, but also the said VAT. If not stipulated, all amounts are deemed to exclude VAT.

15. HEALTH AUDIT (APPLICABLE TO FOOD/RESTAURANT TENANTS ONLY)

The Tenant will participate in any health, insurance, or hygiene audits undertaken in respect of food operations conducted within the shopping component of the Building and the Tenant will contribute pro-rata to the Landlord's cost of, and incidental to the implementation of such audits. The Tenant will at its cost carry out in the premises any remedial work or improvement brought to light by such audit and failure to do so will constitute a material breach of this Lease.

16. OFFER TO LEASE

- 16.1 This Offer to Lease is irrevocable and is subject to the Landlord's acceptance, and will remain irrevocable and open for acceptance for a period of 90 (Ninety) days following the date of signature hereof by the Tenant;

- 16.2 Upon acceptance hereof by the Landlord, this Offer to Lease will become a binding Agreement of Lease upon *inter alia* the terms and conditions contained herein;
- 16.3 The parties have agreed to supersede the terms and conditions recorded in this Offer to Lease with a formal comprehensive Lease Agreement as expeditiously as possible. This Lease will otherwise be recorded and regulated by the standard terms and conditions of the current Standard Retail Lease of the Landlord;
- 16.4 In the event that the parties fail to sign the Landlord's Standard Retail Lease within 60 (Sixty) days after acceptance by the Landlord of this Offer to Lease in the form of a formal acceptance letter to such effect delivered to the Tenant, the said Lease will be enforceable at the instance of the Landlord, and any tenancy resulting hereof will be governed by the terms and conditions of the said Standard Retail Lease. Notwithstanding anything contained in this clause 16.4, the Landlord shall be entitled, in its sole and absolute discretion, to elect to rather cancel this Offer to Lease in the event of the Tenant's failure to sign the said Standard Retail Lease of the Landlord within the 60 (Sixty) days period prescribed above, in which event the Tenant shall have no claim of whatsoever nature against the Landlord resulting from such termination.

17. TRADING HOURS

- 17.1 The minimum trading hours will be as set out in the Schedule. The Landlord will have the right to vary such trading hours by giving notice to the Tenant;
- 17.2 The Tenant agrees and undertakes to pay to the Landlord the Penalty as stipulated in Item 13 of the Schedule where the Tenant fails to open or remain open for the full period of the hours as stipulated in the Schedule;
- 17.3 The Tenant undertakes to ensure that its individual security requirements are met, should the Tenant trade in extension of the Mall's stipulated trading hours.

18. CREDIT BUREAU SEARCHES

The Tenant and surety/ies by their signature hereto, hereby consents, throughout the duration of this Offer to Lease and subsequent Agreement of Lease to be entered into, to:-

- 18.1 the Landlord and/or its agents receiving, sharing, transmitting and exchanging any consumer credit information (as this term is defined in section 70 of the National Credit Act, 2005 ("NCA") and any other information (Consumer Credit Information") in respect of the Tenant and the surety/ies hereto;
- 18.2 the Landlord and/or its agents sharing, transmitting and/or exchanging any consumer Credit Information in respect of the Tenant and/or surety/ies hereto with any credit bureau;
- 18.3 the Landlord and/or its agents carrying out any credit search, company search and/or asset searches with any registered credit bureau in order to monitor and determine the credit worthiness of the Tenant and to the extent applicable its directors or members and/or surety/ies hereto; and
- 18.4 the Landlord and/or its agents obtaining Consumer Credit Information in respect of the Tenant for purposes other than may be prescribed by the NCA from time to time.

19. ACCESS TO PREMISES

- 19.1 Notwithstanding anything contained to the contrary herein, the Tenant will not be entitled to take occupation of the premises unless and until the Tenant delivers, to the satisfaction of the Landlord, the following:
- 19.1.1 A duly signed and completed Agreement of Lease together with all annexures thereto;
 - 19.1.2 The deposit as set out in the Schedule Page;
 - 19.1.3 All relevant and required documents in terms of this Offer to Lease.
- 19.2 If the Tenant fails to comply with any provisions of 19.1 above, the Landlord will be entitled to charge rent from the original Rental Obligation Date, as set out in item 5 of the Schedule, without prejudice to any other rights it may have in terms of the Lease;
- 19.3 Notwithstanding the foregoing, the Tenant shall have no claim against the Landlord nor be entitled to cancel this Agreement should the Lease Premises be unavailable due to any occupants' failure to vacate.

20. FINANCE APPROVAL

It is recorded that the Landlord has applied for the relevant financing on this project and further that the Landlord will do what is necessary to obtain the said project finance. This Offer will stand; however, should the Landlord not be successful in obtaining the project financing this offer may be cancelled at the discretion of the Landlord.

21. FICA

The following documents will be submitted to the Landlord for the Landlord's records, in compliance with the Financial Intelligence Centre Act and where applicable, will not be older than 3 (Three) months. All copies of documents must be originally certified.

- 21.1 If Tenant is a Company:-
- 21.1.1 CM1 (Certificate of Incorporation), – stamped by Registrar of Companies;
 - 21.1.2 CM29 (Register of Directors) – stamped by Registrar of Companies;
 - 21.1.3 CM22 (Notice of Registered Office) – stamped by Registrar of Companies;
 - 21.1.4 Copies of Identity Documents of all the current directors listed on the CM29;
 - 21.1.5 Vat Registration Certificate;
 - 21.1.6 Proof of Income Tax Registration from SARS;
 - 21.1.7 Verification of Trade Name and business address by supplying copy of a utility bill, Telkom Bill or the like;
 - 21.1.8 Proof of bank account (cancelled cheque/letter from bank);
 - 21.1.9 Company/Board Resolution authorising Lease signatory to sign same on behalf of the Company.
- 21.2 If Tenant is a close corporation:-
- 21.2.1 CK1 (Founding Statement and Certificate of Incorporation);
 - 21.2.2 CK2 (Amended Founding Statement), if applicable;
 - 21.2.3 Copies of Identity Documents of all the current members;
 - 21.2.4 Vat Registration Certificate;
 - 21.2.5 Proof of Income Tax Registration from SARS;
 - 21.2.6 Verification of Trade Name and business address by supplying copy of a utility bill, Telkom Bill or the like;
 - 21.2.7 Proof of bank account (cancelled cheque/letter from bank);
 - 21.2.8 Resolution authorizing Lease signatory to sign same on behalf of the Close Corporation.

22. SIGNATURES AND COUNTERPARTS

- 22.1 This Agreement may be executed in any number of counterparts and by the same Parties in different counterparts but shall only be deemed to have been concluded when each Party has executed at least one counterpart.
- 22.2 Each counterpart, when executed, shall be an original, but all counterparts together shall constitute the same document.

23. LIMITATION OF LIABILITY

The Landlord, its agents or employees, shall not be liable for any loss, damage or injury, irrespective of the cause, suffered by the Tenant, its directors, its agents, its employees, invitees or any other person.

SIGNATURE PAGE**LANDLORD**

SIGNED AT _____ ON THIS _____ DAY OF _____ 20____

FULL NAMES OF SIGNATORY: _____

CAPACITY: _____

SIGNATURE_____
WITNESS_____
FULL NAMES OF WITNESS**TENANT**

SIGNED AT _____ ON THIS _____ DAY OF _____ 20____

FULL NAMES OF SIGNATORY: _____

CAPACITY: _____

SIGNATURE

FULL NAMES OF SIGNATORY: _____

CAPACITY: _____

SIGNATURE_____
WITNESS_____
FULL NAMES OF WITNESS

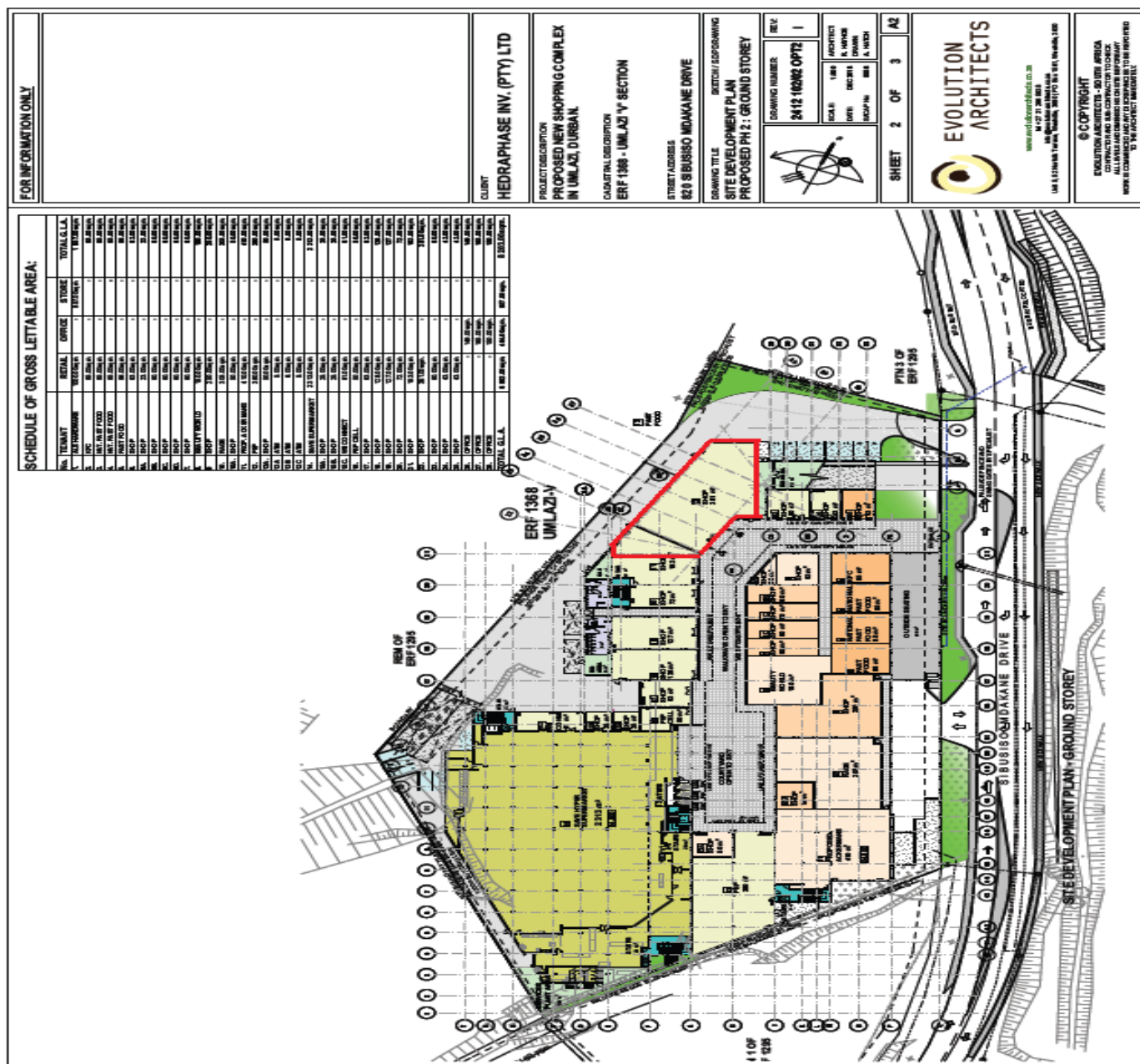
ANNEXURE A: GENERAL TERMS AND CONDITIONS OF LEASE AGREEMENT

THE LEASE AGREEMENT IS AVAILABLE ON REQUEST. THE TENANT ACKNOWLEDGES THAT THE LEASE WILL BE ISSUED ONCE THE OFFER HAS BEEN ACCEPTED BY THE LANDLORD.

ANNEXURE B: PLAN OF THE LEASED PREMISES

(for identification purposes only)

It is recorded that the shape, area and location of the Leased Premises as shown on this plan are for identification purposes only and are not intended to be a warranty, representation or agreement on the part of the Landlord that it will be exactly as indicated on this plan.



ANNEXURE C: TENANT CRITERIA DOCUMENT

It is specifically agreed between the parties that if the Tenant Criteria Document (TCD) has not been signed by the Tenant, the Tenant shall be bound by the standard TCD of the Landlord.

ANNEXURE D: ADDITIONAL TERM(S)

The following additional terms and conditions form part of the Offer to Lease:-

1. _____

INITIAL HERE

ANNEXURE E: SURETYSHIP

I, the undersigned,

SURETY

Full Names _____

Address _____

Postal Code: _____

ID number _____

Married ANC / COP to _____

ID number _____

(herein referred to as "the surety") do hereby interpose and bind myself to the Landlord **HEDRAPHASE INVESTMENTS (PTY) LTD** and its successors-in-title, as the case may be, (herein referred to as "the Landlord") as surety for and co-principal debtor with _____ herein referred to as "the Tenant") for the due, proper and timeous performance by the Tenant of all its obligations to the Landlord arising from or related to the Lease agreement in respect of **UMLAZI NEWTOWN CENTRE, Shop __** (the Leased Premises), subject to the following terms:

1. All terms defined in the Lease agreement will have the same meaning in this suretyship.
2. Notwithstanding anything to the contrary herein contained, the amount recoverable from the surety will be unlimited, plus such further sum or sums for interest on that amount, charges and cost as may from time to time and howsoever arising, become due and payable by the surety, including without prejudice to the generality of the foregoing, interest, collection commission, tracing agent's fees stamps and attorney and own client costs, including value added tax, incurred in the institution of legal action against the surety and Tenant for recovery of all of the amounts mentioned above, together with all other necessary and usual charges and expenses.
3. The surety hereby waives the benefits of excussion and division, with the meaning whereof he declares himself to be acquainted. Benefits of excussion and division means the surety waives his right to demand that the Landlord proceed against the principal debtor first.
4. Any indulgence or latitude which the Landlord may grant to the Tenant in respect of any obligation in terms of or relating to the Lease agreement or any amendment thereof, or the release of any surety or security which the Landlord may hold in respect of any obligation arising therefrom or related thereto, will not prejudice the rights of the Landlord against the surety under this suretyship, or affect the validity or enforceability of this suretyship.
5. The surety agrees to the same choice as to process as set out in the Lease and if arbitration is chosen by the party initiating the dispute, then any dispute between the surety and the Landlord (whether also involving the Tenant or not) which may arise in connection with any aspect of this suretyship will be determined and resolved by arbitration in accordance with the Expedited Rules of the Arbitration Foundation of Southern Africa (AFSA) by an arbitrator appointed in terms of AFSA Rules. For the purpose hereof the Landlord's signature to the Lease agreement will serve as its agreement to this arbitration clause.
6. No amendment of the Lease agreement or addition to the Lease agreement will prejudice the rights of the Landlord in respect of this suretyship, and this suretyship will also apply to obligations of the Tenant arising from such amendment or addition.
7. This suretyship is irrevocable and may not be cancelled or withdrawn by the surety.
8. In the event that the Tenant is sequestrated or liquidated, the surety will not lodge or prove a claim against the estate of the Tenant until such time as the Landlord has been paid the full amount due to him in terms of the agreement of Lease.
9. All agreements, admissions and waivers made by the Tenant with or in favour of the Landlord in respect of his rights and obligations in terms of the Lease agreement will also bind the surety, as if he was a party thereto.

10. Any certificate given under the hand of a director or general manager or senior manager of the Landlord or the Landlord's Leasing agent stating the amount due by the Tenant and for which the surety is liable in terms of this suretyship, will constitute true evidence in any court of law of the existence of the obligation, the correctness of the amount and the obligation of the surety to pay the amount to the Landlord.
11. All the Landlord's rights, without exception, applicable against the Tenant will be equally applicable against the surety, and the surety shall be liable jointly and severally with the Tenant in favour of the Landlord.
12. In the event of the Landlord instructing an attorney to take any action (or any steps whatever) arising from this suretyship, the costs, tracing agent's fees, collection charges and tracing agents fees of such attorney will be paid by the surety on the scale as between attorney and own client.
13. The surety/ies by their signature hereto, hereby consents to:
- 13.1. the Landlord and / or its agents receiving, sharing, transmitting and exchanging any consumer credit information (as this term is defined in section 70 of the National Credit Act, 2005 ("NCA") and any other information (Consumer Credit Information") in respect of surety/ies;
 - 13.2. the Landlord and / or its agents sharing, transmitting and/or exchanging any consumer Credit Information in respect of the surety/ies with any credit bureau;
 - 13.3. the Landlord and / or its agents carrying out any credit search, company search and/or asset searches with any registered credit bureau in order to monitor and determine the credit worthiness of the surety/ies; and
 - 13.4. the Landlord and / or its agents obtaining Consumer Credit Information in respect of the Tenant for purposes other than may be prescribed by the NCA from time to time.
14. The parties choose the following addresses as their respective addresses for servicing notices:

LANDLORD
4 WALTER PLACE
MAYVILLE
KWA-ZULU NATAL
4091

SURETY
 The Leased Premises as defined in the Lease agreement

SIGNED at _____ on this _____ day of _____

 SURETY (PLEASE SIGN IN FULL)

 FULL NAME OF SIGNATORY

IF MARRIED IN COMMUNITY OF PROPERTY

 SURETY – SPOUSE (PLEASE SIGN IN FULL)

 FULL NAME OF SIGNATORY

 WITNESS (PLEASE SIGN IN FULL)

 FULL NAME OF SIGNATORY

ANNEXURE F: PERSONAL BALANCE SHEET OF SURETY

Should a personal balance sheet of the surety be required as referred to in clause 7 of the Offer to Lease, the balance sheet will be in the following format:

ASSETS

FIXED PROPERTY (List each property separately. List only the property registered in your name i.e. not if registered in another person's name or separate legal entity.)

Erf No Size District Purchase Date Purchase Price Bonded to

.....

FURNITURE AND HOUSEHOLD GOODS

.....

VEHICLES

Make Model Year

.....

INVESTMENTS

.....

LOANS

To Repayment Date

.....

SHARES

Listed

Quantity Company Market Value per share

.....

Non Listed

Quantity Company Market Value per share

.....

CASH

Bank Account Name Account type

.....

OTHER (Please specify)

.....

TOTAL ASSETS

**Value
(Rand)**

INITIAL

LIABILITIES**BONDS OVER FIXED PROPERTY**

Erf No District Name of Bondholder Registered Amount

.....

DUE TO FINANCIAL INSTITUTIONS

Overdraft

Loans

INSTALMENT SALE AGREEMENTS

Movable Property Title Holder Instalment

.....

OTHER LOANS DUE

Due to Repayment Amount Repayment Date

.....

OTHER LIABILITIES (Specify)

.....

INCOME TAX LIABILITY

.....

TOTAL LIABILITIES**SURPLUS/ (DEFICIT)**

**Value
(Rand)**

HAVE YOU PROVIDED ASSETS AS SECURITY TO ANY CREDITOR? IF YES, PLEASE SPECIFY:

.....

HAVE YOU PROVIDED ANY SURETY? IF YES, PLEASE SPECIFY:

.....

I/We hereby declare that the information provided herein is true and correct and that there are no other encumbered assets, other than those stated above. I/We confirm that the Landlord may make any enquiries it may deem necessary in order to verify the information contained in this statement.

Signed at on the day of20

Signature (SURETY)

**Signature (Chartered Account, Auditor
or Bank Manager)**

.....

Name in full:.....

Capacity:.....

ANNEXURE G: RESOLUTION

CERTIFIED COPY OF A RESOLUTION OF MEMBERS / DIRECTORS

OF

PASSED IN

ON

IT WAS RESOLVED THAT

.....

ID NO:

a Director of the Company / Member of the Close Corporation, be and is hereby authorized to enter into and sign an Agreement binding the Company / Close Corporation (as Tenant) to **HEDRAPHASE INVESTMENTS (PTY) LTD** (as Landlord) in respect of **UMLAZI NEWTOWN CENTRE, Shop ____** upon such terms and conditions as set out in the agreement laid before the meeting and approved.

THE AFOREGOING IS CERTIFIED TO BE A TRUE COPY.

.....
MEMBER / DIRECTOR

.....
PRINT FULL NAME & DESIGNATION

As witness:

.....
WITNESS

.....
PRINT FULL NAME OF WITNESS

ANNEXURE H: WHITE BOX SPECIFICATION