

Premises. In the event that the Landlord elects to install such a pre-paid system, the Tenant shall be required to obtain the supply of electricity in respect of such pre-paid system from the relevant local authority or from the Landlord as the case may be. In such event, the Tenant shall ensure that it obtains and maintains a sufficient credit balance in respect of such pre-paid system as required by the Tenant to conduct its business from the Leased Premises.

- 6.7 Should any dispute arise between the Landlord and the Tenant in respect of this clause 6, such dispute shall be governed by the provisions of clause 27.

7. VALUE ADDED TAX

- 7.1. The Landlord is registered as a vendor in terms of Section 23 of the VAT Act, 89 of 1991.
- 7.2. The Tenant agrees to pay all VAT due in terms of this Lease and in terms of the VAT Act 89 of 1992 (as amended from time to time). Should the rate at which VAT is levied alter during the currency of this Lease or any renewal thereof, such alteration shall be applied to any vatable amounts owing in terms of this Lease so that the Tenant shall not benefit from any increases in the rate of VAT nor shall the Tenant be prejudiced by any decreases therein.
- 7.3. It is recorded that all amounts stated to be payable by the Tenant in terms of this Lease are net of VAT and that the Landlord shall be entitled to recover such VAT from the Tenant on demand.

8. DEPOSIT / IRREVOCABLE BANK GUARANTEE

- 8.1. The Tenant, shall on the signing hereof, pay the deposit specified in the Schedule to the Landlord or provide the Landlord with an irrevocable bank guarantee to the Landlord's satisfaction, in respect thereof. The Landlord shall have the right to apply the whole or portion thereof towards payment of the rental and costs and any other liability for which the Tenant is responsible in terms of this Agreement. If any portion of the deposit or the irrevocable bank guarantee (as the case may be) is so applied, the Tenant shall forthwith and on notice by the Landlord reinstate the deposit or the irrevocable bank guarantee (as the case may be) to its original amount.
- 8.2. The deposit, or the balance thereof, as the case may be shall be refunded by the Landlord to the Tenant, with interest:-
- 8.3. The deposit shall accrue interest at Nedbank's saving's rate. The tenant agrees that should the landlord be entitled to use the deposit, any interest which has accrued on the deposit shall be for the benefit of the Landlord under such circumstances.
- 8.3.1. after the Tenant shall have vacated the Leased Premises; and
- 8.3.2. after all the Tenant's obligations to the Landlord in terms hereof shall have been fully discharged

- 8.4. The Tenant shall not be entitled to set off against the deposit or the irrevocable bank guarantee (as the case may be) the basic monthly rental or any other amounts payable by it.

9. CONDITION OF LEASED PREMISES

- 9.1. The Tenant accepts the Leased Premises "voetstoots" and the Landlord shall not be obliged to effect any improvements or alterations to the Leased Premises and the Tenant is deemed to have accepted the Leased Premises as being complete and without defects therein. A report will be compiled by the Landlord, which shall include photographs of the Leased Premises, in order to illustrate the condition and state of repair of the Leased Premises at the Commencement Date and attached as an annexure to this Agreement once finalised by the Landlord.

10. USE OF PREMISES

- 10.1. The Tenant shall use the Leased Premises solely for the purposes set out in the Schedule hereto and acknowledges that it shall not have an exclusive right to any particular type of business being conducted in the Property.
- 10.2. The Tenant shall obtain all trading licences and other permissions which may be necessary for its use of the Leased Premises. The risk and cost of obtaining such licences rests solely with the Tenant.
- 10.3. The Landlord does not warrant that the Tenant will be granted any licences, consents, authorities or permits in respect of the Leased Premises for the conduct of the Tenant's business or for any other type of use, or that any such licences, consents, authorities or permits will be renewed from time to time.
- 10.4. The Landlord shall not be obliged to do anything in order for the Tenant to comply with the requirements of any licencing, fire, public health or any authority.
- 10.5. The Tenant shall be entitled to use, together with all others entitled thereto all Common Areas of the Property, subject however to all rules and regulations for the use of the Common Areas as may be prescribed from time to time by the Body Corporate. For any reason, should the Common Areas be diminished or altered in any manner whatsoever, the Landlord shall not be subject to any liability nor shall the Tenant be entitled to any compensation or to any diminution or abatement of rental nor shall diminution of the Common Areas be deemed to be constructive or actual eviction or ejectment.
- 10.6. The Tenant shall comply (and bear all costs involved in doing so) with all Applicable Laws affecting the conduct of the business carried on in the Leased Premises. The Tenant shall not contravene, or permit the contravention of any of the conditions of the title under which the Leased Premises is held by the Landlord or any of the provisions of the town planning scheme applicable to the Property on which the Leased Premises is situated.

11. ALTERATIONS AND ADDITIONS

- 11.1. The Tenant shall not make any alterations or additions to the Leased Premises without the Landlord's prior written consent, which consent shall not be unreasonably withheld.
- 11.2. All alterations or additions effected by the Tenant shall -
- 11.2.1. conform with the general architecture, standards and look and feel of the Property;
- 11.2.2. be effected in a good and proper and workmanlike manner to a standard comparable with the remainder of the Property; and
- 11.2.3. comply with all Applicable Laws.
- 11.3. If any alterations, additions, improvements or changes to the Leased Premises are made by the Tenant, the Tenant hereby acknowledges that such alterations, additions, improvements and changes shall become the Landlord's property without any compensation being payable to the Tenant in respect thereof.
- 11.4. Without derogating the generality of this clause 11, if the Tenant is required by the Landlord to do so, the Tenant shall, upon the expiry or termination of this Agreement or the termination of any subsequent renewal, remove all or if so required by the Landlord, some of the alterations or additions effected by it (whether with or without the Landlord's approval as aforesaid) and re-instate the Leased Premises at its own expense, to their same condition (fair wear and tear excepted) prior to the effecting of such alterations or additions. If the Tenant fails to do so, after notice as aforesaid, the Landlord shall be entitled to remove such alterations or additions, and to reinstate the Leased Premises at the Tenant's cost.
- 11.5. If any additions, alterations, improvements or renovations are carried out by the Tenant or contractors appointed by the Tenant, the Tenant shall procure, at its cost, public liability and contractors all risk insurance in respect of the alterations undertaken and holds the Landlord harmless against any claim brought against it for damages, compensation or the like.
- 11.6. If the Landlord agrees in writing to provide additional power to satisfy the Tenant's requirements, the Tenant shall bear all costs of installation and supply and associated fees (including consultancy fees) and charges, including charges for use thereof.
- 11.7. Notwithstanding anything contained herein, the Tenant shall under no circumstances have any claim for any improvements and/or alterations and/or changes to the Leased Premises whether or not they are removed from the Leased Premises, and hereby expressly waives and abandons -
- 11.7.1. any improvement liens it may have in respect of improvements and/or alterations and/or changes made to the Leased Premises; and

11.7.2.any claim for compensation from the Landlord for improvements and/or alterations and/or changes to appurtenances effected by it to the Leased Premises or the Building, whether effected with or without the Landlord's consent.

11.8 Should any dispute arise between the Landlord and the Tenant in respect of this clause 11, then such dispute shall be governed by the provisions of clause 27 below.

12. MAINTENANCE AND REPAIRS AND TENANT OBLIGATIONS

12.1. The Tenant shall:

12.1.1. keep the Leased Premises in all respects, including the interior and exterior of all glass doors and windows and all its contents, clean, tidy and in good order, condition and repair;

12.1.2.be responsible for the maintenance and repair of all damage to the interior of the Leased Premises and to the interior and exterior of all doors, door frames and handles, shop fronts and windows, window frames and handles;

12.1.3.provide its own security in respect of the Leased Premises. Security and access to the Leased Premises shall be the responsibility of the Tenant at the cost of the Tenant;

12.1.4.keep all sewerage pipes, water taps and drains within or serving the Leased Premises free from obstruction or blockage;

12.1.5.maintain at its cost the drainage, plumbing installations, including but not limited to the geysers, sanitary fittings and works in the Leased Premises and replace any damaged or faulty installations;

12.1.6.not permit the accumulation of refuse in or outside the Property save in the designated refuse areas and/or bins;

12.1.7.not be entitled to paint, affix or attach to the Property any advertising signs, notices or other matter without the prior written consent of the Body Corporate and any Municipal or Local Authority consent which may be required. The Tenant shall maintain the good appearance of any advertising sign erected in terms of the above and keep that sign in proper working order. The Tenant shall remove any sign affixed or painted in terms of the above at the expiration or termination of this Lease and reinstate the relevant part of the Leased Premises or Property to the same good order and condition as they were in at the Commencement Date;

12.1.8.annually service and replace (if required) the fire equipment at the Leased Premises;

12.1.9.not obscure any plate glass windows by painting or otherwise;

12.1.10.not drive into the walls or partitions or doors of the Leased Premises any screws or nails in such manner as may be calculated to damage the Leased Premises;

- 12.1.11. not alter, interfere with or overload the electrical or other lighting or heating installations in the Leased Premises without the Landlord's consent, provided that the Tenant shall at its own cost be entitled to make such minor electrical installations or modifications as may be necessary for the conduct of the Tenant's business at the Leased Premises and the Tenant shall ensure that any such electrical installations or modifications are carried out in accordance with safety regulations and all Applicable Laws. A valid electrical certificate of compliance shall be obtained by the Tenant and presented to the Landlord immediately after any alterations to the electrical installations in the Leased Premises have been affected and at the termination of the Lease;
- 12.1.12. at its own cost repair, maintain and/or replace all mechanical equipment, including, but not limited to the electrical installations, power supply and electrical systems (including, but not limited to electrical outlets, plugs and distribution boards installed in the Leased Premises and the safety of conductors connecting the electrical installations), alarm systems, air conditioning units, installations and/or boilers. The tenant shall ensure that the aforesaid mechanical equipment is kept in good working order and condition;
- 12.1.13. pay for replacements of all light fittings, fluorescent tubes, LEDS, starters, globes, ballasts, diffusers and incandescent bulbs used in the Leased Premises;
- 12.1.14. not place any unsafe or heavy articles that exceeds the load bearing capacity of the floor in the Leased Premises;
- 12.1.15. not install in the Leased Premises air conditioning or ventilating units or equipment without the Landlord's prior written consent;
- 12.1.16. not pack or unpack goods except within the Leased Premises;
- 12.1.17. be responsible for the pest control in the Leased Premises;
- 12.1.18. not at any time do or permit anything to be done in the Leased Premises which may be or cause a nuisance or annoyance to the occupiers of neighbouring premises within or outside the Property;
- 12.1.19. rectify any soiling or damage caused by any chemical (including petrol, diesel and oil) spillage to the garage floor within the Property;
- 12.1.20. not permit any person to sleep or live in the Leased Premises;
- 12.1.21. be responsible for all hygiene equipment and contracts on the Leased Premises;
- 12.1.22. no trading will be allowed in the Common Areas by the Tenant, unless it has the written consent of the Landlord and the Body Corporate;
- 12.1.23. not at any time bring or allow to be brought or kept on the Leased Premises, nor to permit to be done in the Leased Premises any hazardous items or any matter or thing or activity whereby the fire or any other insurance policy of the Property or Leased Premises may be liable to become void or voidable or whereby the

premium for any such insurance may be increased. If the premiums for such insurance are increased as the result of any act or omission contemplated above, whether with the Landlord's written consent or not, the Landlord, without prejudice to any of its rights hereunder, may recover from the Tenant the amount due in respect of any additional premiums and the Tenant shall pay such amount immediately on notification from the Landlord and/or the insurance company to the effect that such additional premiums have been charged;

12.1.24.conform with the general architecture, standards and look and feel of the building on the Property;

12.1.25.be liable for all any damage caused to the Common Areas or any part of the Common Area at the Property;

12.1.26.adhere to the Body Corporate constitution , management and/or conduct rules, amended from time to time, which it confirms it is acquainted with;

12.1.27.care for and maintain the interior and exterior of the Leased Premises and any fittings and fixtures therein in good order and repair during the period of the Lease and be liable for and shall forthwith repair or replace all damage caused to the Leased Premises. At the termination of the Lease, the Leased Premises shall be returned to the Landlord in the same good order and condition as it was at the Commencement Date, fair wear and tear only excepted. The Tenant shall make good the repair at its own cost of any damages or breakages.

12.2. Should the Tenant fail to repair, replace or maintain the Leased Premises as set out in clause 11.1 above, the Landlord shall be entitled to affect such repairs and charge the Tenant, who shall pay such expense on demand.

12.3.Should any dispute arise between the Landlord and the Tenant in respect of this clause 12, then such dispute shall be governed by the provisions of clause 27 below.

13. LANDLORD'S ACCESS

13.1.The Landlord shall be entitled to reasonable access to the Leased Premises for inspection, maintenance and repair. In the case of emergency, the Landlord shall be entitled to immediate access without the Tenant's consent.

13.2.The Tenant shall have no claim of whatsoever nature, howsoever caused and howsoever arising, against the Landlord for any compensation, damage or otherwise by reason of any interference with tenancy or its beneficial occupation of the Leased Premises occasioned by such access, repair or buildings works as are hereinbefore contemplated.

14. SECURITY

14.1.The Tenant agrees that the Landlord will not be responsible or liable for any acts or omissions of the persons or entities carrying out any security services to the Property or for the failure of any security equipment at the Property; and



14.2. The Tenant waives all and any claims which it may have against the Landlord in respect of the security services or provision of or operation or effectiveness of the security equipment at the Property.

14.3. In the event that the Landlord has installed any security systems, the Landlord will not be responsible for the effectiveness of such system or for any loss caused by any act or default on the part of the security provider or any equipment installed.

15. INTERRUPTION OF USE

15.1. The Tenant shall not be entitled to any claim for the cancellation of this Agreement or for damages or for remission of or to withhold the payment of any amounts due in terms of this Lease by reason of any interruption of any services (including but without limiting the generality of the foregoing, the supply of electricity and/or water and/or air-conditioning) to the Leased Premises.

16. INSURANCE

16.1. The Tenant shall not do or omit to do anything to be done which may constitute a contravention of any insurance policy held from time to time in respect of the Property and/or the Leased Premises or which may increase the insurance premiums of the aforesaid policy/ies and shall be liable for any such increases on demand.

16.2. The Tenant shall make provision for its own insurance in respect of any liability for which the provisions of this Agreement impose upon it, for all its own goods, fixtures and fittings in the Leased Premises, as well as its own public liability insurance for such amounts as will provide indemnity in respect of all claims which may foreseeably be made against the Tenant arising out of its business in the Leased Premises and its use thereof and for the Tenant's signage on the Property. The Tenant shall, if so required by the Landlord, exhibit to the Landlord from time to time proof of payment of the premiums that fall due, and if it fails to do so in respect of any premium, the Landlord shall be entitled, but not obliged, without prejudice to its rights, to pay the premium and recover it from the Tenant.

17. NO CLAIMS

17.1. The Tenant shall have no claim of any nature whatsoever against the Landlord nor its agents nor employees—

17.1.1. for any personal injury or death caused to the Tenant or the Tenant's employees, contractors, customers or any officers of the Tenant; and

17.1.2. in respect of any loss or damage caused to the Tenant's property, or that of its employees, contractors, customers of the Tenant, which shall include equipment, installations, stock, furniture, records or other articles on the Leased Premises.

17.1.3. The Landlord shall be under no obligation to make good to the Tenant any loss or damage which the Tenant may sustain through fire, burglary, or theft, riot, public

disturbance, insurrection, war, acts of sabotage or terrorism, strikes, earthquakes, storm or similar cause, vis major or casus fortuitous.

17.1.4. The Tenant indemnifies the Landlord against any claim that may be made against or costs incurred by the Landlord by any person whatsoever for any loss, damage or injury suffered in or on the Leased Premises arising from any act or omission by the Tenant, or the Tenant's employees, contractors, customers and/or any officers of the Tenant, or arising from the driving or parking of any vehicle on the Property by the Tenant, or the Tenant's employees, contractors, customers and/or any officers of the Tenant, or at the request or invitation of the Tenant or with the consent of the Tenant, which costs shall include attorneys' fees on the scale of attorney own client tariff.

17.1.5. The Tenant shall have no claim against the Landlord, whether for a reduction, abatement or remission of rental, or otherwise, arising from the building operations or other work that may be necessary to repair or maintain the Property and/or Leased Premises.

17.1.6. Notwithstanding anything contained or implied to the contrary in this Agreement, neither Party shall have no claim against the other Party of whatsoever nature in respect of loss of income, profit or savings and/or indirect, incidental and/or consequential damages.

18. ASSIGNMENT AND SUB-LETTING

18.1. The Tenant shall not cede any of its rights or delegate any of its obligations under this Lease without the Landlord's prior written consent.

18.2. The Tenant shall not sub-let, permit anyone else to occupy or part with possession of the Leased Premises or part thereof without the Landlord's prior written consent.

18.3. The Tenant shall not sell the business being conducted on the Leased Premises or change the shareholding in the Tenant without the Landlord's prior written consent.

19. FUTURE TENANT OR SALE OF PROPERTY

19.1. The Landlord may display in or near the Leased Premises a "To Let" notice during the 3 (three) month period immediately preceding the expiration of the Lease, and "For Sale" notice at any time during the period of this Lease.

19.2. The Landlord may show any prospective tenant or buyer the interior of the Leased Premises during normal business hours, provided that prior arrangements have been made with the Tenant.

19.3. The Landlord may display on the Leased Premises any notice which may be required or any of the Landlord's prospective tenants in connection with any application for a licence for any business to be carried on in the Leased Premises.

19.4. Every reference in this Lease to Landlord shall be deemed to include a reference to the Landlord's successors in title to the Leased Premises.

19.5. Every transfer of the Leased Premises to a successor of the Landlord shall be deemed to constitute an assignment to such successor of the Landlord's rights and obligations under this Agreement, and the Tenant shall be deemed to have consented to such assignment by its signature of this Agreement.

19.6. The Tenant agrees that no sale or transfer of the Premises shall entitle the Tenant to terminate or cancel or resile from this Agreement.

19.7. The Landlord shall be entitled to cede and assign its rights and delegate its obligations under this Lease to any person, without the consent of the Tenant.

20. DAMAGE

20.1. In the event of the Property and/or Leased Premises being damaged by fire or otherwise in such manner that the Leased Premises are nevertheless tenatable, by which is meant herein that the Tenant is able to carry on its business or certain aspects thereof, then this Lease shall not be cancelled and the rental and charges payable by the Tenant in respect of the Leased Premises shall be abated pro rata having regard to the extent to which the Tenant may not enjoy beneficial occupation thereof. The Landlord shall be obliged, however, to take all necessary steps without delay to have the Leased Premises repaired and restored as near as possible as they were as soon as possible.

20.2. Should the Leased Premises be destroyed or damaged to such an extent as to render the same untenatable, then this Lease shall forthwith be terminated unless the Parties otherwise mutually agree.

20.3. Should any dispute arise between the Landlord and the Tenant in regard to the amount or extent of the abatement in the rental and/or charges to which the Tenant may be entitled as provided for in 20.1 above, or as to whether or not the Leased Premises are untenatable as provided for in 20.2 above, then such dispute shall be determined in terms of clause 27.

21. BUILDING ALTERATIONS

The Tenant shall not be entitled to claim a remission or deduction of rental or costs or cancellation of this lease by reason of building operations to the Property or by reason of repairs, alterations or additions to the Property.

22. BREACH

22.1. Should the Tenant:

22.1.1. fail to pay the rental and costs or any other amount due by the Tenant in terms of this Lease on due date; or

22.1.2. commit or allow to be committed any other breach of this Lease and fail to remedy that breach within a period of 7 (seven) days after receipt of notice to that effect from the Landlord; or

22.1.3. repeatedly breach any of the terms of this Lease in such manner as to justify the Landlord in forming the view that the Tenant's conduct is inconsistent with the intention or ability of the Tenant to carry out the terms of this Lease and the Tenant has therefore repudiated the agreement; or

22.1.4. be sequestrated or placed in liquidation, whether provisional or not, or business rescue (whether by resolution or court application);

22.1.5. the surety for the Tenant being sequestrated, whether provisional or not;

25.2 then in any such one event the Landlord shall have the right but shall not be obliged either:

25.2.1 forthwith to cancel the Lease and to resume possession of the Leased Premises, but without prejudice to its claim for the full value of all arrear amounts owing in terms of this Lease together with the present value of each unpaid but not yet due and payable Total Monthly Rental for the unexpired portion of the Lease as pre-estimated liquidated damages; or

25.2.2 to vary the Lease by making it thereafter terminable by 1 (one) month's written notice given by the Landlord to the Tenant.

25.3 The Landlord shall be entitled to recover from the Tenant all legal and third party costs incurred by it, including attorney and own client charges, tracing fees, other third party costs and such collection commission as the Landlord is obliged to pay to its attorneys.

23. APPROPRIATION

23.1. The Landlord shall be entitled in its sole and absolute discretion to appropriate any amounts received from the Tenant towards the payment of any debt or amount owing by the Tenant to the Landlord irrespective of when the debt arose,

24. TERMINATION AND RE-INSTATEMENT

24.1. The Tenant shall vacate the Leased Premises at the termination of the Lease or any earlier termination thereof by the Landlord and shall return the Leased Premises to the Landlord in the condition as elected by the Landlord in terms of this clause 24.

24.1.1. The Tenant shall at its own expense and prior to the expiry or termination of this Agreement or any subsequent renewal period, re-instate the Leased Premises to the same good order and condition as the Leased Premises were received by the Tenant in terms of this Lease; or

24.1.2. return the Leased Premises to the Landlord without removing any or some of the refurbishments and/or alterations undertaken by the Tenant and re-instate the

remainder of the Leased Premises to the same good order and condition as the Leased Premises were received by the Tenant in terms of this Lease, in which case such alterations not being removed are the Landlord's property and no compensation shall be payable by the Landlord to the Tenant; or

- 24.1.3.reinstate the Leased Premises to its "base building condition". Subject to the written consent of the Landlord, the Tenant may offer a cash settlement to the value of the repairs required in terms hereof. Base building condition shall include but not be limited to, at the Landlord's sole discretion, any or all of the following –
- 24.1.4.removal of all fixtures and fittings, interior building work and/or alterations to the Leased Premises;
- 24.1.5.the restoring of the ceiling to a concrete slab;
- 24.1.6.the removal of the floor coverings and the restoration of a level cement screed;
- 24.1.7.the repair of any damage to the walls and the repainting thereof with two coats of white PVA paint;
- 24.1.8.the replacement or repair of any broken, damaged or missing article;
- 24.1.9.provide the Landlord with complete service records of all electrical and mechanical equipment exclusively serving the Lease
- 24.1.10.removal of all signage, sandblasting or vinyl on glazed screens, sign-writing and corporate branding in and on the Leased Premises, Common Areas and the façade of the building and make good the original finishes;
- 24.1.11.provision of a valid electrical certificate of compliance and a valid plumbing certificate of compliance.
- 24.2.The re-instatement shall be deemed complete once all defects communicated to the Tenant, in writing, has been attended to and such completion confirmed in writing, by the Landlord.
- 24.3.Should any dispute arise between the Landlord and the Tenant in respect of this clause 24, then such dispute shall be governed by the provisions of clause 27 below.

25. HOLDING OVER

When this Lease expires or if the Landlord cancels the Lease and the Tenant disputes the right to cancel and remains in occupation of the Leased Premises, the Tenant shall, pending settlement of any dispute continue to pay (without prejudice to its rights) an amount equivalent to the sum of the monthly rental and costs and any other amounts payable as provided for in this Lease, monthly in advance, and the Landlord shall be entitled to accept and recover such payments. Such payments and the acceptance thereof shall be without prejudice to, and shall not in any way whatsoever affect the Landlord's claim of cancellation then in dispute. If the dispute is resolved in favour of the Landlord, the payments made and received in terms of this clause shall be deemed to be amounts paid by the Tenant on account of

damages suffered by the landlord by reason of the cancellation of the Lease or the unlawful holding-over of the Leased Premises by the Tenant.

26. JURISDICTION

Any action or proceedings which the Landlord may institute against the Tenant hereunder may at the Landlord's discretion, be instituted in any Magistrate's Court having jurisdiction, notwithstanding that the subject matter thereof may be beyond the jurisdiction of such Court.

27. DISPUTE RESOLUTION

27.1. Should any dispute or disagreement arise between the Parties relating to any matter in respect of which provision is made in terms of this Agreement for such dispute to be determined by an adjudicator; such dispute or disagreement shall be resolved by an adjudicator in accordance with this clause 27, it being the intention of the Parties that any dispute or disagreement shall be resolved as amicably, quickly and in the most cost effective manner possible in the circumstances.

27.2. If the matter in dispute is principally –

27.2.1. an accounting matter, the expert shall be a practising accountant;

27.2.2. a legal matter, the expert shall be a practising attorney or advocate;

27.2.3. any other matter, the expert shall be any appropriately qualified person,

in every instance practising or carrying on business at Cape Town, agreed upon between the parties and failing agreement within 7 (seven) days of the dispute having arisen, appointed by the President for the time being of the Cape Bar Council or such body as may then exercise the functions of such Cape Bar Council.

27.3. In determining a dispute the following provisions shall apply –

27.3.1. the adjudicator shall act as an expert and not as an arbitrator;

27.3.2. each Party shall be entitled to make representations to the expert in such manner and form as the expert shall determine in his sole discretion;

27.3.3. if this Agreement is found to be lacking in any material respect in relation to the matter concerned, the expert shall be entitled to interpret and give effect to what he perceives to be the general intent of the Parties in the context of this Agreement and to make the determination accordingly;

27.3.4. the expert shall be entitled to obtain further advice in relation to the matter concerned;

27.3.5. the expert shall determine the timetable for the adjudication of this matter: provided the determination shall be delivered in writing to the parties, with reasons, within 60 (sixty) days of referral.

27.4. The expert's determination (including any determination as to the payment of costs) shall be final and binding on the Parties.

27.5. Nothing herein contained shall preclude any Party obtaining interim or urgent relief from a court of competent jurisdiction.

28. DOMICILIUM

28.1. The Landlord and Tenant choose the addresses as indicated in the Schedule, respectively, as their *domicilia citandi et executandi* ("domicilium") for the service and delivery of all notices, orders, acceptances, demands and other written communications (collectively "communications"), provided that each Party may change its *domicilium* by notice to the other Party with effect from the date of receipt or deemed receipt of such notice and provided further that each party's *domicilium* shall at all times include a physical address in South Africa.

28.2. Unless the contrary is proved, any communication addressed by a Party to the other Party at its *domicilium* must be delivered only either by hand or by email and if:

28.2.1. delivered by hand before or during ordinary business hours shall be deemed to have been received by the other Party on first business day thereafter; and

28.2.2. delivered by email before or during ordinary business hours, shall be deemed to have been received by the other Party on the first business day thereafter.

28.3. Despite this clause 27, a communication actually received by a Party shall be regarded as an adequate written communication to it despite it not having been sent to or delivered at its *domicilium*.

29. COSTS OF LEASE

29.1. The Tenant shall make payment of the sum of R1,500.00 (excluding VAT) to the Landlord on demand for the drafting of this Lease.

30. COMMISSION

30.1. The Tenant warrants to the Landlord that it was not introduced to the Leased Premises or the Landlord by any person or organisation, other than David Walker of Ryan Joffe Properties Proprietary Limited ("**Broker**").

30.2. The Tenant indemnifies the Landlord in respect of the breach of the warranty in 31.1 and holds the Landlord harmless against any claims from any person or organisation other than the Broker, that such person or organisation (other than the Landlord) was or is the effective cause of the transaction.

31. GENERAL

31.1. No variation of this Agreement shall be of any force or effect unless it is in writing and is signed by both the Landlord and the Tenant.

31.2. This Lease contains all the terms and conditions of the Agreement between the Landlord and the Tenant. The Parties acknowledge that there are no understandings, representations or terms between the Landlord and the Tenant in regard to the letting of the Leased Premises, other than those stated in this Lease.

31.3. No relaxation which the Landlord may give any time whatsoever in regard to the carrying out of any of the Tenant's obligations in terms of this Lease shall prejudice or be construed as a waiver of any of the Landlord's rights in terms hereof.

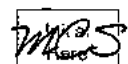
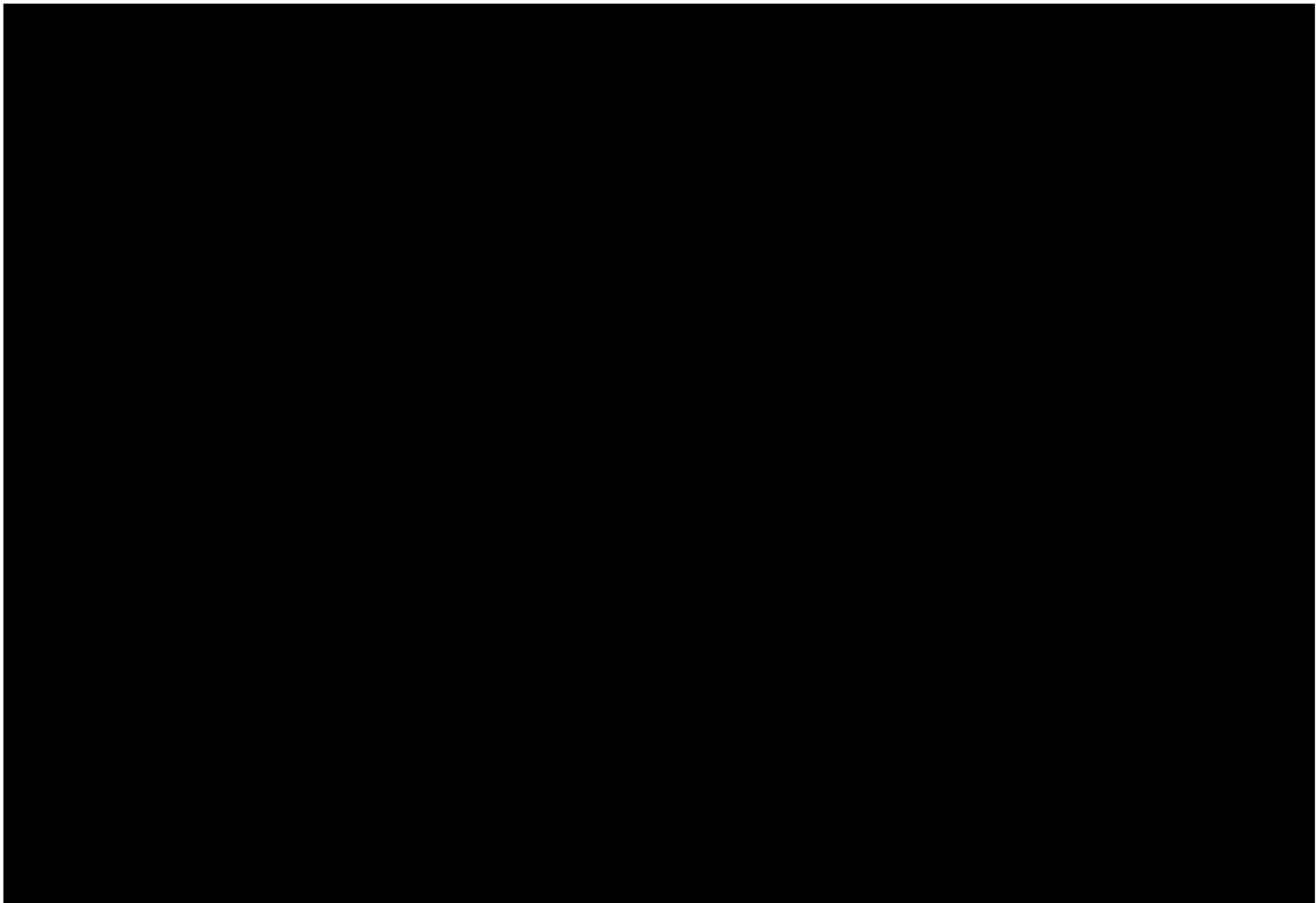
31.4. The Landlord may institute the following:

31.4.1. monitor the Tenant's payment behaviour by researching its record at one or more of the credit bureaus;

31.4.2. record the existence of the Tenant's account with any credit bureaus;

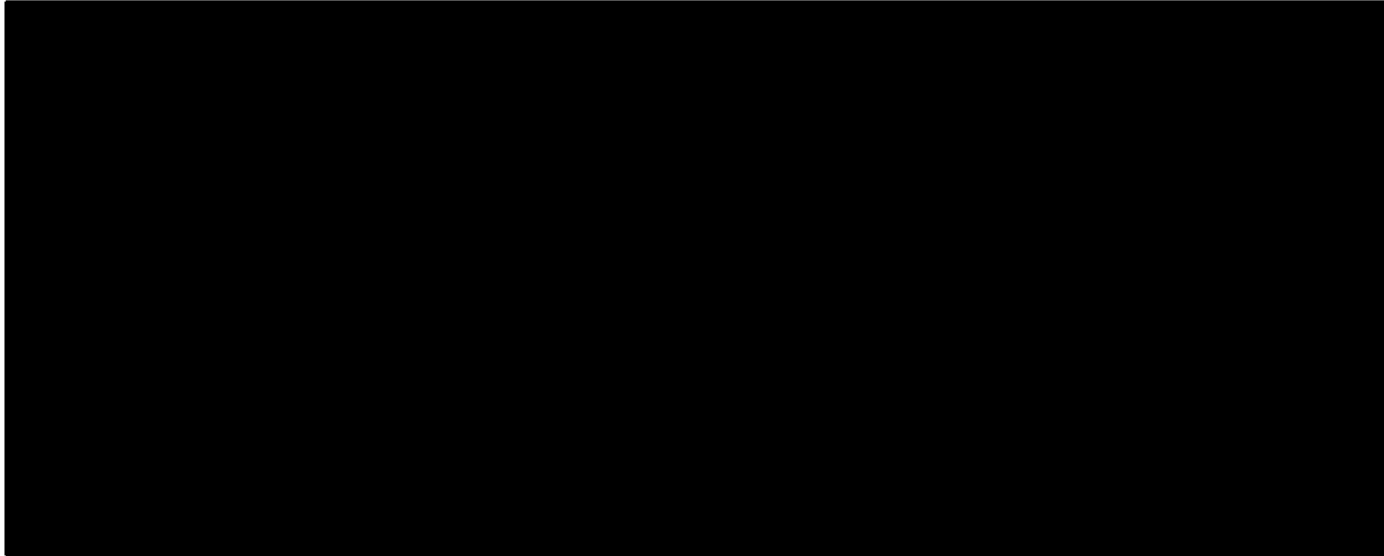
31.4.3. the Tenant acknowledges and agrees that any information regarding its creditworthiness, defaults in payment to the Landlord, and details of how its account with the Landlord is conducted may be disclosed to one or more credit bureaus;

31.4.4. should the Tenant fail to pay any costs, the Landlord reserves the right to disclose the Tenant's aforesaid failure to a credit bureau..



Part 3 Annexures

Annexure "A"

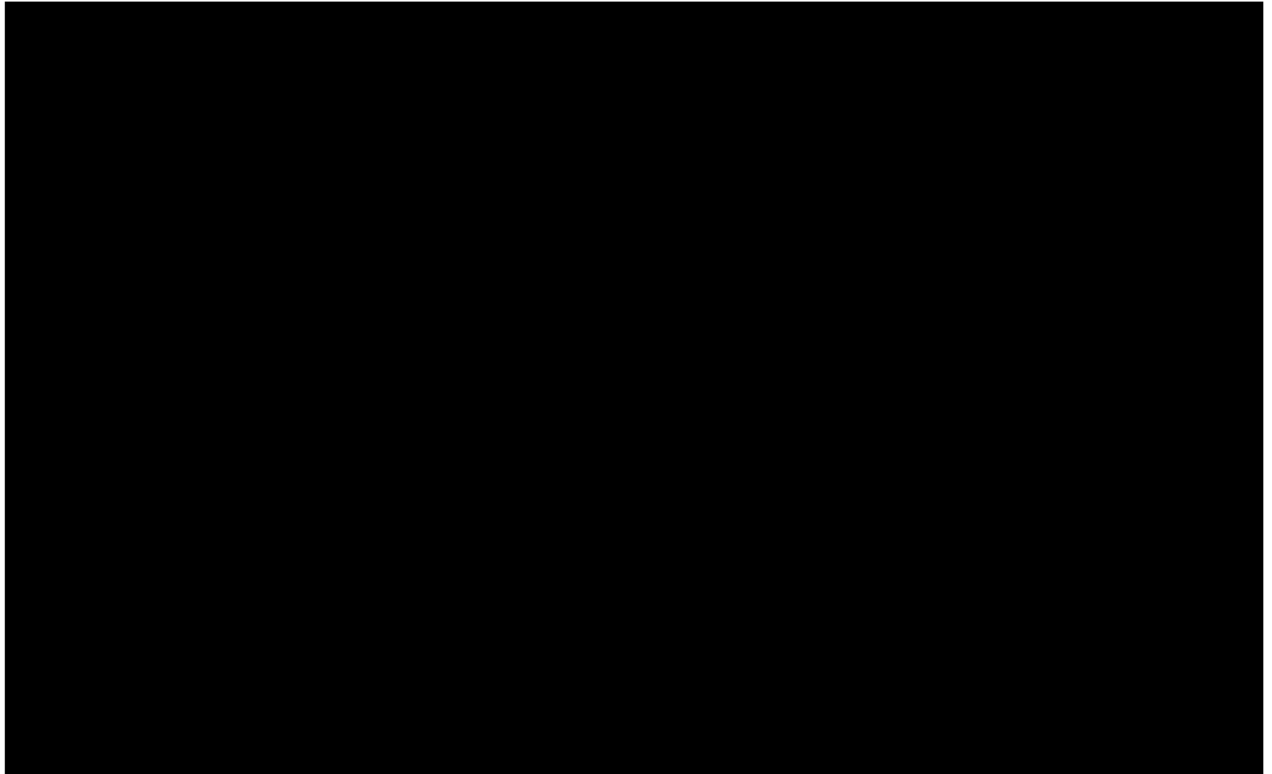


Section no 2 as shown and more fully described on the sectional plan in the scheme known as the Mirage (61/2015), of which section the floor area is in extent 33 (thirty three) square metres, situated at ground floor, The Mirage, 40 Chiappini Street, De Waterkant, Cape Town, 8001, together with 2 (two) parking bays, being BP55 and BP56, and 1 (one) storeroom, being ST9.

2. The Company binds itself to the terms and conditions of the aforesaid lease agreement.
3. Michael Saunders in his capacity as a director be and is hereby authorised to sign the agreement on the Company's behalf and is further authorised to do all such things and sign all such documents on behalf of the Company necessary to give effect to this resolution.
4. To the extent that may be necessary, all such things that may have already been done or documents that may have already been signed by the Company in order to give effect to Resolutions above are hereby ratified and confirmed

Annexure "B"

SURETYSHIP



to the Landlord in terms of, or in connection with or arising in any way whatsoever out of a written agreement of lease, or any renewal thereof, between the Landlord and the Tenant in terms of which the Landlord has let to the Tenant certain premises being

Section no 2 as shown and more fully described on the sectional plan in the scheme known as the Mirage (61/2015), of which section the floor area is in extent 33 (thirty three) square metres, situated at ground floor, Mirage, 40 Chiappini Street, De Waterkant, Cape Town, 8001, together with 2 (two) parking bays, being BP55 and BP56, and 1 (one) storeroom, being ST9 ("**Premises**")

measuring approximately
33m²
("the Lease").

Annexure "B" – Page 2

I agree and declare that:

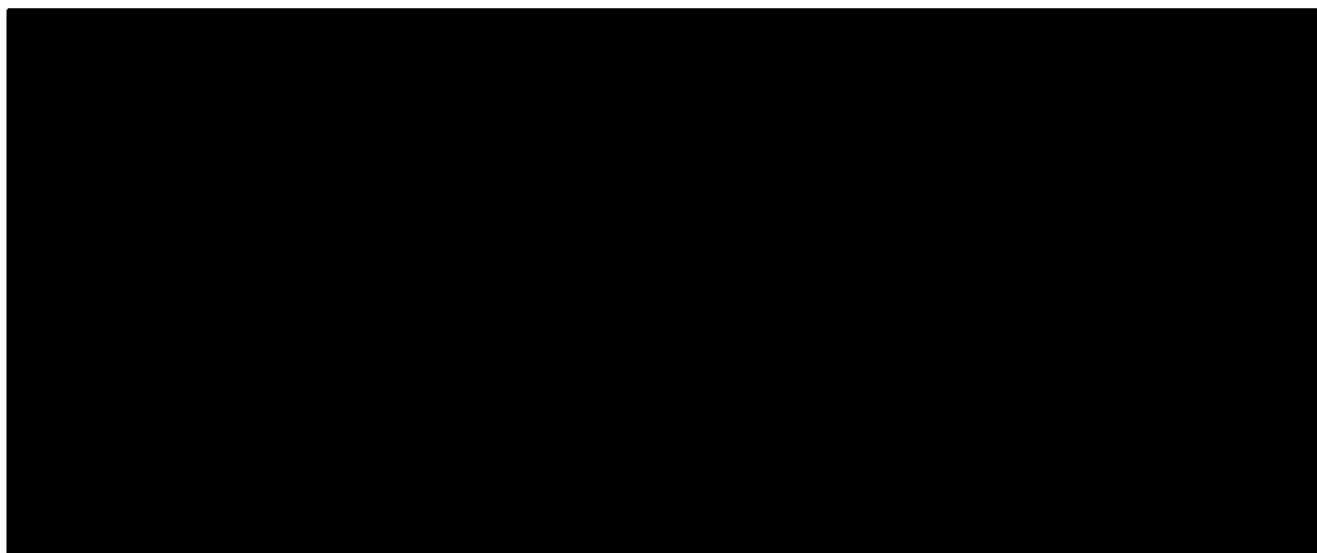
1. No act of indulgence, relaxation or grace granted by the Landlord to the Tenant or any amendment of the obligations existing between the Tenant and the Landlord shall prejudice or affect the Landlord's right in terms hereof.
2. The Landlord shall be entitled, without prejudice to its rights and without detracting from any liability hereunder, to release any securities or other sureties given to it or to give to or compound with or make any arrangements with the Tenant in regard to the fulfilment of any of the Tenant's obligations as the Landlord in its absolute discretion deem fit.
3. This Suretyship shall remain in force as a continuing covering liability on my part for as long as the Tenant is or will be indebted to or is or will be under any obligation or commitment to the Landlord under and in terms of the Lease or renewal thereof and I shall not be entitled to withdraw or cancel this Suretyship unless and until any and all such indebtedness, commitments and obligations of the Tenant to the Landlord in terms of the Lease have been fully discharged. This Deed of Suretyship shall further remain in force notwithstanding the death, insolvency (which term shall for the intents and purposes for these presents include the sequestration or winding up, whether provisional or final), business rescue or legal disability of the Tenant or any other surety(ies) for and/or co-principal debtor(s) with the Tenant.
4. This Suretyship shall be in addition to and without prejudice to any other suretyship or securities now held or hereafter held by the Landlord from or on behalf of the Tenant.
5. The amount of my indebtedness hereunder and that of the Tenant to the Landlord at any time, shall be prima facie established by a certificate signed by the Landlord. A certificate in terms hereof shall be prima facie proof of the amount of my indebtedness hereunder and shall be valid as a liquid document for the purposes of obtaining provisional sentence or summary judgement against me thereon.
6. Should I at any time in defending any action based on this Suretyship allege that there is no reason or cause for the Tenant's obligation to the Landlord or that errors have been made in the calculation of the amount claimed, then the onus of proving such a defence shall rest on me.
7. I renounce the benefit of excussion, division and cession of action the full meaning and effect whereof I know and understand.
8. I choose the domicilium citandi et executandi at the Premises.

Annexure "B" – Page 3

All notices addressed to me shall be sent by hand to the address referred to in this clause 8 and in such event shall be deemed to have been received by me on the 1st business day after delivery.

9. If the Tenant is placed under provisional or final winding-up, my liability hereunder shall not be affected in any way.
10. Each signatory who is married warrants and represents to the Landlord that no consent from such signatory's spouse is required in terms of Matrimonial Property Act No. 88 of 1984 amended) to bind the joining estate of such signatory and his spouse. Each such signatory acknowledge that he knows and understand the full meaning and effect of the foregoing.
11. This Suretyship constitutes the entire agreement between me and the Landlord, and no variation thereof shall be of any force or effect unless in writing and signed by both the Landlord and me.
12. I acknowledge that no representations whatever have been made to me in order to induce me to sign this Suretyship.
13. If any term, clause or provision of this Suretyship is contrary to or in conflict or inconsistent with any law or the judgment of any competent court, the invalidity or unenforceability of any such term, clause or provision shall not effect the validity of the remainder of this Suretyship, which shall continue to be of full force and effect.
14. All costs, charges and expenses of any nature whatsoever that may be incurred by the Landlord in enforcing its rights in terms of this suretyship, including legal costs on the scale of attorney and own client, shall, irrespective of whether any action has been instituted, be recoverable from me and payable on demand.
15. I hereby consent to all legal proceedings arising out of or in connection with this suretyship being brought against me in the Magistrates' Court that has jurisdiction over me for such purposes notwithstanding that the amount claimed may exceed the jurisdiction of such Court. I acknowledge that despite the aforesaid, the Landlord shall be entitled to bring legal proceedings in any Court of competent jurisdiction.
16. I acknowledge that this suretyship was complete in all respects when signed by me.

WMS

*MCS*Initial
Here

[REDACTED]

RE: LANDLORD CONSENT FOR USE OF PREMISES FOR LIQUOR LICENSE APPLICATION

[REDACTED]

Further to this, I hereby grant full written consent for the tenant to apply for a Liquor License in terms of the applicable provincial liquor legislation. I understand that the tenant intends to use the premises, if licensed, for the sale and consumption of liquor, in accordance with the conditions of such license as determined by the Liquor Licensing Authority.

This consent is granted specifically for the purpose of the tenant's liquor license application and any related compliance documentation required by the Authority.

Should you require any further information or confirmation, please do not hesitate to contact me directly.

Yours faithfully,

[REDACTED]

**Certificate issued by the Commissioner of Companies and Intellectual
Property Commission on Tuesday, 29 October 2024 at 15:10**



Beneficial Ownership

**Companies and Intellectual
Property Commission**

a member of the **dtic** group

Registration Number:

Enterprise Name:

Date:

Our Reference:

Customer Code:

Email Address:

Beneficial Ownership

Registration Number:

Enterprise Name:

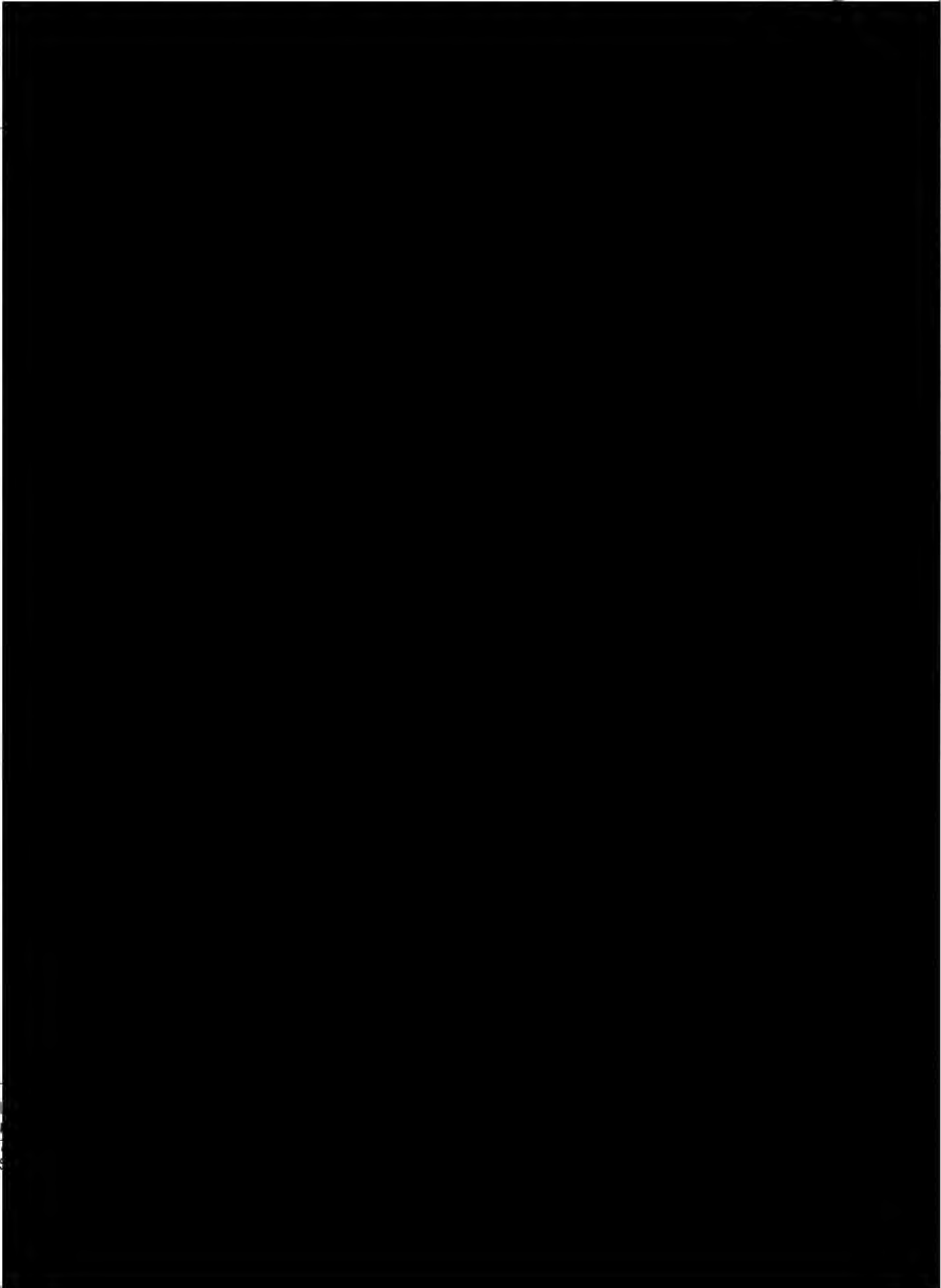
We have received a BO filing (Notice of Beneficial Ownership) from you dated **29/10/2024**

Yours truly

CIPC Commissioner




Certificate issued by the Commissioner of Companies and Intellectual
Property Commission on Tuesday, 29 October 2024 at 15:10





I certify that this document is a true copy of the original which
was examined by me and that, from my observations,
the original has not been altered in any manner.


SIGNATURE
Commissioner of Oaths - Daniel Colin Biggs
Designation: Attorney - Practice number: 106437
Date: 23/05/2025
22 Somerset, 22 Somerset Road, De Waterkant, Cape Town

The premises is located within an approved mixed-use development (The Mirage). To our knowledge, no departure or consent use application is required for restaurant activity. A zoning certificate will be provided upon request.

Date: Wed 21 May 2025

TO WHOM IT MAY CONCERN

NOMINATION OF LICENSED PREMISES MANAGER

In terms of Regulation 22 of the Liquor Act



The appointed manager will be responsible for ensuring compliance with the provisions of the Act, including:

- Supervision of liquor service and sales
- Adherence to trading hours and license conditions
- Oversight of responsible consumption practices
- Ongoing communication with regulatory authorities as required

This appointment is effective as of **Wed, 21 May 2025** and remains valid unless revoked in writing.

