**AGREEMENT OF LEASE**

made and entered by and between

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Registration Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

herein represented by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter referred to as “the Landlord”)

and

Registration Number: herein represented by

(hereinafter referred to as “the Tenant”)

**IMPORTANT NOTE: Please read and consider this agreement and its annexures carefully as it shall constitute a binding agreement. You will be requested to declare that you understood the content of this entire agreement and its annexures and more specifically the fact, nature and effect of clauses (terms) next to which you were requested to specifically initial. Please note that initialling next to any clause (term) would not affect the enforceability of any of the other terms of this agreement. Please do not disregard any terms not so emphasised as such terms will be binding and enforceable.**

The Landlord hereby lets to the Tenant the Leased Premises as defined in and subject to the terms and conditions of the Schedule, the Standard Terms and Conditions of Lease and Annexures, as more fully set out hereafter:

|  |  |  |  |
| --- | --- | --- | --- |
| **SCHEDULE** | | | |
|  |  |  | ***INITIAL HERE*** |
| **1** | **Landlord** |  |  |
|  |  | Registration Number: |  |
|  |  | VAT Number: |  |
|  |  |  |  |
| **2** | **Landlord's Address and Contact Details** | Physical: |  |
|  |  | Postal: |  |
|  |  | E-Mail: |  |
|  |  | Switchboard Number: |  |
|  |  |  |  |
| **3** | **Tenant** |  |  |
|  |  | Registration Number: |  |
|  |  | Trading As: |  |
|  |  | VAT Number: |  |
|  |  |  |  |
| **4** | **Tenant's Address and Contact Details** | Physical: |  |
|  |  | Postal: |  |
|  |  | E-Mail: |  |
|  |  | Office Telephone Number: |  |
|  |  | Mobile Telephone  Number: |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **5** | **Leased Premises**  (The lettable square meterage shall include the measurement of usable area together with common area and supplementary area, which is determined at each level of the office space) | | |
| Comprising collectively of: | | |
|  | 5.1 | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (the “Property”) |
| 5.2 | Outside / Balcony Area |
| 5.3 | Storeroom (Not Applicable) |
| 5.4 | Parking bay number and (a total of parking bays) (Not Applicable) |
| (hereinafter referred to as the "Leased Premises") | | |
|  | | | |
| **6** | **Commencement Date:** |  | |
| **7** | **Termination Date:** |  | |
| **8** | **Beneficial Occupation Date:** |  | |
| **9** | **Renewal Period:** |  | |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **10**  **10.1.1** | **RENTAL AND OTHER CHARGE**  **BASIC MONTHLY RENTAL** | The basic monthly rental payable **for the Shop/Office described in Item 5.1. above**  by the Tenant to the Landlord shall be: | | | | | |
|  | **LEASE PERIOD** | **BASIC MONTHLY RENTAL PER MONTH** | **VALUE ADDED TAXATION**  **PER MONTH** | **GROSS RENTAL**  **(including value added taxation)**  **PER MONTH** | |
| 01 202\_ to 202\_ | R | R | R | |
| 01 202\_ to 202\_ | R | R | R | |
| 01 202\_ to 202\_ | R | R | R | |
| **10.1.2** | **OUTSIDE / BALCONY AREA CHARGES** | The basic monthly rental payable **for the Outside Balcony Area/s described in Item**  **5.2. above** by the Tenant to the Landlord shall be: | | | | | |
|  | **LEASE PERIOD** | **OUTSIDE BALCONY AREA**  **CHARGE PER MONTH** | **VALUE ADDED TAXATION PER MONTH** | | **GROSS CHARGE**  **(including value added taxation)**  **PER MONTH** |
|  |  |  | |  |
| **10.1.3** | **STORAGE AREA CHARGES** | The basic monthly rental payable **for the Storage Area described in Item 5.3. above** by the Tenant to the Landlord shall be: | | | | | |
|  | **LEASE PERIOD** | **STORAGE ROOM CHARGE PER MONTH** | **VALUE ADDED TAXATION PER MONTH** | | **GROSS CHARGE**  **(including value added taxation)**  **PER MONTH** |
|  |  |  | |  |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **10.1.4** | **PARKING BAYS CHARGES** | The basic monthly rental payable **for the Parking Bays described in Item 5.4. above** by the Tenant to the Landlord shall be: | | | | |
|  | **LEASE PERIOD** | **PARKING BAY RENTAL**  **PER MONTH** | **VALUE ADDED TAXATION PER MONTH** | **GROSS PARKING CHARGE**  **(including value added taxation)**  **PER MONTH** |
|  |  |  |  |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **10.1.5** | **MARKETING FUND** | The monthly Marketing Fund Contribution payable by the Tenant to the Landlord shall be: | | | | |
|  | **LEASE PERIOD** | **MARKETING FUND**  **PER MONTH** | **VALUE ADDED TAXATION PER MONTH** | **GROSS MARKETING FUND**  **(including value added taxation)**  **PER MONTH** |
|  |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | | |
| **10.2** | **Basic Monthly Rental Escalation Rate** | a compounded annual rate of **% ( percent)**, escalating at the anniversary of the Commencement Date. | |
|  |  | |  |
| **10.3** | **Municipal and Utility Charges** | The Tenant shall pay the municipal and utility charges raised and levied upon the Building and Property (including the Leased Premises) as stipulated in Clause 7 of the Standard Terms and Conditions. | |

**10.4**

**Turnover Rental**

**10.5**

**Tenants Financial Year End**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **11** | **Tenant's pro rata share:** (This will be used as the basis to calculate contributions payable by the Tenant as recorded in clauses 3.2, 7.2, 7.3, 7.4,  7.5 and 10.4) | The pro rata share as at the Commencement Date shall be **% ( point**  **percent)**. Pro rata share means the ratio between the total area that the Leased Premises bears to the general lettable area of the Property or Building (measured per SAPOA) from time to time. | | |
|  | | | | |
| **12** | **Use of Leased Premises** |  | | |
|  | | | | |
| **13** | **Deposit in the amount of:** |  | | |
|  | | | | |
| **14** | **Suretyship to be signed by:** | | | |
|  | **Full Name:** | **Identity Number:** | **~~Domicilium:~~** |
|  |  |  |
| **15** | **Minimum Business Hours of Building:** |  | | |

|  |  |  |
| --- | --- | --- |
| **16** | **Administration Costs:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(excluding VAT) |
|  | | |
| **17** | **Special Conditions:** | See Annexure "I" (Not Applicable) |

|  |  |  |
| --- | --- | --- |
| **18** | **Annexures:** |  |
| Annexure A - | Standard Terms and Conditions |
| Annexure B - | Resolution |
| Annexure C - Suretyship | |
| Annexure D - | Debit Order |
| Annexure E - | Example of Bank Guarantee |
| Annexure F - | Right of Renewal |
| Annexure G - | Tenant Installation |
| Annexure H - | Plan of Premises |
| Annexure I - | Special Conditions |
| Annexure J - | Lease Term (CPA) |
| Annexure K - | Breach and Early Termination (CPA) |
| Annexure L - | Certificate by Consumer (CPA) |
| ~~Annexure M –~~  Annexure N- | ~~Turn Over Renta~~l  Generator |

SIGNED at ………………………..…………. on this ……… day of ……………………………...….. 202... As Witness:

1.

(Full name of signatory required above)

for and on behalf of the **Tenant** who warrants that he/she is duly authorised

SIGNED at ………………………..…………. on this ……... day of 202…

As Witness:

1. \_\_

**ANNEXURE A**

**INDEX OF CLAUSES**

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# STANDARD TERMS AND CONDITIONS

# INTERPRETATION AND DEFINITIONS

* 1. In this Lease Agreement and in the Annexures hereto –
     1. "the Lease Agreement” means the Agreement of Lease to which these standard terms and conditions of lease are attached, the Schedule, the Annexures therein described and attached and these Standard Terms and Conditions of Lease;
     2. “the appurtenances” means all the installations and appliances in and on the Leased Premises of which the Landlord is the owner, including, without limiting the generality of the aforegoing, doors, door handles, keys, locks, windows, glass, water supply and effluent/sewerage system, and water pumps, basins, water taps, toilets, kitchens, ablution units, sprinkler systems, standby generators (where applicable), light fittings, electrical switches, power plug points, power skirting, fire fighting appliances, air conditioners, mechanical ventilators, extraction systems, grease traps, partitions, fittings and fixtures, fixed carpets and geysers;
     3. “beneficial use” means the general use and enjoyment of the Leased Premises by the Tenant, having regard to the permitted use of the Premises as described in Item 12 of the Schedule
     4. “the Building” means the Building referred to in Item 5 of the Schedule;
     5. "the Landlord" means the Landlord described in Item 1 of the Schedule;
     6. "the Landlord's address" means any one of the addresses referred to in Item 2 of the Schedule;
     7. "the Landlord’s qualified consultant" means the architect / draftsman / space planner / professional consultant from time to time nominated and appointed by the Landlord;
     8. “the Landlord’s auditor” means the auditor from time to time nominated and appointed by the Landlord;
     9. “the Landlord’s quantity surveyor” means the quantity surveyor from time to time nominated and appointed by the Landlord;
     10. "the Leased Premises" means the Leased Premises more fully described in Item 5 of the Schedule together with any areas in respect of which the Tenant has exclusive use;
     11. “the Common Areas” means those portions of the Building not designed or intended to form part of the usable areas let directly to Tenants but which are used, instead, in common by all the Tenants of and visitors to the Building including, but without derogating from the generality of the aforegoing, entrances, exits, lifts, staircases, escalators, foyers, gardens, toilets, loading zones, parking areas, service roads, kitchens, , passages, service corridors and yards and all other amenities provided by the Landlord for general use in common by Tenants in the Building, their servants, employers, clients and customers in or about the Building. Nothing contained in this definition shall be construed as imposing any obligation on the Landlord to provide any such conveniences as are specifically mentioned above, unless stipulated otherwise in this Lease Agreement;
     12. “the Property” means the Property referred to in Item 5 of the Schedule;
     13. “*pro rata* share” means the Tenant's *pro rata* share from time to time as specified in Item 11 the Schedule at the Commencement Date;
     14. “the SAPOA Method” means the SAPOA system of measurement of floor area in commercial Buildings stipulated in the SAPOA guidelines in force effective from 7 November 2007;
     15. "the Tenant" means the Tenant described in Item 3 of the Schedule;
     16. "the Tenant's address" means any one of the addresses referred to in Item 4 of the Schedule;
     17. unless inconsistent with the context, words relating to one gender shall include the other gender, words relating to the singular shall include the plural and the other way around (*vice versa)* and words relating to natural persons shall include juristic persons and the other way around (*vice versa)*;
     18. when any number of days is prescribed in this Lease Agreement, same shall be reckoned exclusively of the first and inclusively of the last day, and shall include Saturdays, Sundays and public holidays;
     19. a reference to ‘month’ in this Lease Agreement means a calendar month;
     20. in this Lease Agreement all titles and headings are used for reference and convenience only and are in no way deemed to explain, modify, amplify or aid in the interpretation of this Lease Agreement;
     21. the deletion of clauses in this Lease Agreement which remain readable after such deletion shall be regarded as if they had not been included herein insofar as this Lease Agreement is concerned and shall not be used in the interpretation of this Lease Agreement;
     22. Any provision of this Lease Agreement imposing a restraint, prohibition or restriction on the Tenant shall be so construed that the Tenant is not only bound to comply therewith but is also obliged to procure that the same restraint, prohibition or restriction is observed by everybody occupying or entering the Leased Premises or any other part of the Property or the Building through, under, by arrangement with, or at the invitation of, the Tenant, including (without limiting the generality of this provision) its Associates and the directors, members, officers, employees, agents, customers and invitees of the Tenant or its Associates;
     23. References to notices, statements and other communications by or from the Landlord include notices, statements and other communications by or from the Landlord’s agent and/or consultants.

# EXTENT OF THE LEASED PREMISES

* 1. If, for any reason, it becomes necessary or, in the opinion of the Landlord, desirable, for the area of the Leased Premises to be re-measured or calculated, the determination of the re- measurement or calculation by the Landlord's qualified consultant of the Leased Premises’ area shall be in accordance with the SAPOA Method of measuring floor areas in retail Buildings and shall be final and binding on the parties. Should there be a variance in the size of the premises of 5% (five percent) or more, the Landlord will be entitled to adjust the lettable area of the Leased Premises as well as the basic monthly rental and all associated charges proportional to changes. The Landlord will give the Tenant one month’s written notice of the amendment which will be recorded by way of an Addendum to this Lease Agreement.

# COMMENCEMENT AND DURATION OF THIS LEASE *INITIAL*

* 1. The Lease Agreement will commence on the Commencement Date, and, save for any termination on the grounds allowed for in this Lease Agreement and/or by law, and/or any written agreement providing for this Lease's extension and/or renewal, will terminate on the Termination Date.
  2. The Landlord will give the Tenant Beneficial Occupation of the Leased Premises on the Beneficial Occupation Date, as set out in Item 8 of the Schedule, to enable the Tenant to install fixtures and fittings in the Leased Premises, provided that the Lease Agreement is signed by the Tenant and in possession of the Landlord, the Deposit is paid or the bank guarantee is furnished and the Tenant provides all FICA documents. The Tenant will be liable for the Tenant's metered charges as well as its pro rata share, where applicable, from time to time of the Municipal and Other Charges as envisaged in clause [7](#_bookmark11) hereof. The Tenant shall do all things necessary to finalise Tenant Installation of the Leased Premises within the period of Beneficial Occupation as set out in the Schedule, if applicable.
  3. Notwithstanding clause [3.2,](#_bookmark3) the Tenant acknowledges and agrees that –
     1. it will have no claim of whatsoever nature against the Landlord if Beneficial Occupation is not given by the Landlord to the Tenant on the Beneficial Occupation Date for any reason whatsoever; and
     2. should the Leased Premises not be ready for occupation by the Tenant on the Commencement Date of the Lease Agreement as specified in Item 6 of the Schedule for any reason whatsoever then the Tenant shall have no claim for cancellation of this Lease Agreement or for damages or for other right of action against the Landlord and shall take occupation of the Leased Premises on the date upon which the Leased Premises are in fact ready for occupation, provided that the Termination Date as specified in Item 7 of the Schedule shall in no way be varied by reason of the Tenant taking occupation after the Commencement Date for any reason. Notwithstanding the above, should the Leased Premises not be ready for occupation by the Tenant 90 (ninety) calendar days after the Commencement Date, then the Tenant shall have the right to cancel this Lease Agreement, provided that such delay has not been caused by the Tenant.
  4. Should any dispute arise as to when the Leased Premises are in fact ready for occupation, the decision of independent qualified consultant, as an expert and not as an arbitrator, in regard to such a dispute shall be final and binding on the parties.

1. **RENT AND PAYMENT****S *INITIAL***
   1. The rental and other amounts payable by the Tenant to the Landlord as set out in Item 10 of the Schedule and clauses [5](#_bookmark6) and [7](#_bookmark11) of these Standard Terms and Conditions of Lease shall be payable monthly, in advance, on or before the 1st (first) day of each calendar month based on the payment invoice issued by the Landlord.
   2. All amounts due by the Tenant to the Landlord in terms of this Lease Agreement will be paid in the currency of the Republic of South Africa (free of deduction, bank charges or set off or demand). All payments due by the Tenant in terms of the Lease Agreement will be made by one of the following means –
      1. if applicable (see Annexure **“D”**), by debit order; failing which
      2. by direct deposit into the Landlord’s bank account; or
      3. by electronic transfer,

at all times furnishing the correct Tenant number as deposit reference.

* 1. Payment of any amount due under this Lease Agreement shall be deemed to have been made only when the relevant amount has been duly credited to the banking account of the Landlord or its nominee.
  2. Without prejudice to and in addition to the other rights and remedies of the Landlord, the Tenant shall pay the Landlord interest on any moneys due but unpaid by the Tenant to the Landlord in terms of this Lease Agreement, such interest to be calculated at the mora interest rate as defined in the Prescribed Rate of Interest Act No. 55 of 1975 (as amended) and such interest shall be compounded monthly from the due date for payment of the moneys in respect of which the interest is chargeable until the payment of such moneys in full.
  3. The Landlord shall be entitled to allocate payment received and the Tenant shall not be entitled to attach the condition to any payment submitted to the Landlord to the effect that it is being tendered in full and final settlement of the Tenant’s obligations. Any such condition purporting to be in full and final settlement shall not be binding on the Landlord when and until the Landlord shall have notified the Tenant to the contrary.
  4. The parties record that the Landlord’s bank account details are not likely to change, however, such change will be communicated by e-mail on an official letterhead from the Landlord or from the Landlord’s Managing Agent and signed by a Director and addressed to the Tenant’s **domicilium** address. The authenticity of this registered letter shall, after receipt and before the Tenant takes action on such letter, be verified by the Tenant in writing as soon as possible and without causing any delay in payment of any amount on the due date in terms of this Lease Agreement. Without limiting the Landlord’s rights, any payment, including payments not verified as stipulated herein, shall be at the Tenant’s risk.
  5. The Tenant shall be obliged to make a monthly contribution to the Marketing Fund established by the Landlord for the purpose of marketing, promoting and advertising the Building. The monthly contribution shall be as specified in Item 10.1.5 of the Schedule and shall be payable monthly on or before the first day of each calendar month, free of deduction, bank charges, set off or demand.

# VALUE-ADDED TAX

* 1. All amounts referred to in this Lease Agreement, unless otherwise stated, exclude value added tax (“VAT”) payable in terms of the Value Added Tax Act, No. 89 of 1991, as amended, and any other rates, taxes or imposts which may be payable thereon.
  2. Should the rate of VAT be altered at any time, then the amounts of VAT, wheresoever stated in this Lease Agreement, shall be adjusted accordingly.
  3. In respect of any amounts payable by the Tenant under this Lease Agreement which is not quantified herein and which attract VAT, the Tenant shall pay to the Landlord the total of each such amount and the VAT thereon at the prevailing rate from time to time.
  4. In the event of any other form of tax, imposed by Government or any regional, local or other competent authority, being payable by the Landlord on the rent or on any other amount due by the Tenant in terms of this Lease Agreement, the rent payable by the Tenant as set out in item 10.1.1 of the Schedule shall be deemed to increase by an amount equal to such tax with effect from the first day of the month in which the tax becomes payable by the Landlord, provided that any such increase in the rent arising out of such tax shall not be taken into account for the purposes of calculating any escalation of the rent in terms of this Lease Agreement.

1. **DEPOSIT AND SURETYSHIP****S *INITIAL***
   1. All the obligations of the Tenant in terms of this Lease Agreement shall be secured by a cash deposit for the amount specified in Item 13 of the Schedule. The deposit shall be paid

to and retained by the Landlord until after the vacating of the Leased Premises by the Tenant and the complete discharge of all the Tenant's obligations to the Landlord arising from the Lease Agreement. The Tenant shall not be entitled to set off against the deposit amount any rent or any other amount payable by the Tenant to the Landlord. The balance of the deposit, if any, shall be paid to the Tenant without interest, alternatively the bank guarantee shall be returned, if applicable. The Landlord shall have the right of applying the whole or portion of the proceeds of a bank guarantee (see clause [6.2](#_bookmark9) below) and/or the deposit towards payment of the rent or the amount of any other obligation of whatsoever nature for which the Tenant is responsible including damages arising on cancellation. If any portion of the bank guarantee or cash deposit is so applied, the Tenant shall forthwith reinstate the bank guarantee or cash deposit to its original amount.

* 1. Alternatively to clause [6.1,](#_bookmark8) the Tenant shall deliver to the Landlord at the Landlord's address an irrevocable guarantee by a registered bank for the amount specified in Item 13 of the Schedule and in a format approved by the Landlord, a copy of which is attached marked Annexure **“E”**, which guarantee shall furthermore be drafted so as to expire 3 (three) months after the Termination Date of this Lease Agreement.
  2. The cash deposit or bank guarantee, as the case may be, shall be delivered or paid to the Landlord on or before the Occupation Date or Commencement Date of the Lease Agreement (whichever is the earlier) and failure to render a guarantee on the due date shall result in the amount being payable in cash at the Landlord’s discretion.
  3. In the event of the Tenant being a private company, close corporation, trust or other legal entity, the Landlord shall procure that the sureties named in Item 14 of the Schedule bind themselves jointly and severally as surety and co-principal debtors *in solidum* to the Landlord for the due fulfilment by the Tenant of all terms of the Lease Agreement and any renewal thereof substantially in the form of Annexure **“C”.**

# MUNICIPAL CHARGES AND UTILITIES (CHARGES PAYABLE BY THE TENANT)

## INITIAL

* 1. Upon the Tenant taking occupation of the Leased Premises for whatever purpose or on the Commencement Date, whichever is the earlier, the Tenant shall be liable for and shall on demand pay –
     1. any charges arising out of the use of gas, water, electricity, effluent**\***, refuse in respect of the Leased Premises, as well as any charges arising out of all water and electricity consumed by the Tenant in or on the Leased Premises, whether directly or indirectly, which shall include water and electricity consumed by any air-conditioner unit/s serving the Leased Premises;
     2. any electricity charges in respect of the Tenant’s external signage or signage upon which the Tenant’s name is displayed anywhere on the Building and/or Property;
     3. any charges arising from the collection, removal and destruction of the Tenant’s wet refuse;
     4. the basic and service and related charges in respect of the services referred to in this clause;
     5. the charges relating to meter reading; and
     6. any charges relating to the levy, rates, taxes or fees as contemplated in clause

[7.3](#_bookmark12) (if then in force).

* 1. The Tenant’s consumption of electricity, water, gas and effluent**\*** shall be determined in accordance with separate sub meters. If there are no sub meters within the Leased Premises, then the Tenant’s consumption of electricity, water, gas and effluent\* shall be calculated on a pro rata basis, being the ratio which the rentable area of the Leased

Premises bears to the total area connected to the meter or sub meter serving the Leased Premises or the Building, or the total rentable area of all of the lettable premises in the Building or complex.

* 1. The Tenant shall be liable for and pay to the Landlord on a monthly basis a pro rata share from time to time of:
     1. any increases in levies, rates, taxes or fees payable by the Landlord to any authority in respect of the Leased Premises, or the Building or the Property above those applicable after the date of occupation or the Commencement Date, whichever is the earlier, (“the effective date”);
     2. any new levy, rates, taxes or fees in respect of the Leased Premises, or the Building or the Property, and /or any deposits or additional deposits in respect of the Leased Premises, or the Building or the Property become payable, which are not in force at the effective date and are subsequently imposed by such authority; and/or
     3. any City Improvement District Levy initiated in terms of the applicable legislation, or any other similar initiative established in the area being payable by the Landlord in respect of the Leased Premises, the Property or the Building;

then the Landlord shall be entitled to recover from the Tenant from time to time with effect from the date on which the increase, deposit, levy, rates, taxes or fees, as the case may be, becomes effective –

* + - 1. the amount concerned if it relates exclusively to the Leased Premises; or
      2. if not, the Tenant's *pro rata* share from time to time as specified in Item 11 of the Schedule of such increase, deposit, levy, rates taxes or fees as the case may be.
  1. The Tenant will be liable for and will pay the Tenant's *pro rata* share from time to time as specified in Item 11 of the Schedule of all the charges in respect of common area electricity, water, effluent\*, sewer and refuse removal.
  2. Refuse and Effluent:
     1. The Tenant shall be liable for and shall on demand pay the basic refuse charge and any refuse removal charges in respect of the Leased Premises, including any charges attributable to the Tenant’s dedicated refuse removal system, and/or which are attributable to the Tenant’s use of the refuse removal facilities for the Building. Other than the charge for any dedicated refuse removal system which the Tenant is responsible for, the refuse charge to be paid by the Tenant will be calculated on a *pro rata* basis on the basis of the Tenant's *pro rata* share from time to time as specified in Item 11 of the Schedule; and
     2. the Tenant shall be liable for and shall on demand pay the basic effluent charge and all effluent consumption charges in respect of the Leased Premises. If the Leased Premises is served by sub-meters in respect of water, the Tenant’s percentage of the cost of such utilities including effluent shall be measured by such sub meters. If there is no sub meter the above charges will be calculated on the basis of the Tenant's *pro rata* share from time to time as specified in Item 11 of the Schedule.

# (\*only if the local council calculates effluent charges based on water consumption and the Landlord elects to recover same on this basis).

* 1. The Landlord may, in its sole, exclusive discretion, appoint a third-party service provider (“the electricity supplier”) to procure the supply of electricity to the Leased Premises, to arrange for the metering and billing of electrical consumption by the Leased Premises and to administer the collection of payments in respect thereof.
  2. The Tenant undertakes to comply with and subscribe to any green-building, water or energy saving initiatives and regulations implemented by the Landlord, Eskom or any other regulating authority.
  3. In the event of a scheduled or unscheduled electricity supply failure to the Leased Premises, the Tenant shall be solely responsible for any emergency back-up power supply to the Leased Premises.
  4. Notwithstanding any provision to the contrary in this Lease Agreement and throughout the duration of this Lease Agreement, the Landlord shall be entitled, at the Landlord’s sole discretion, to install a pre-paid electricity system (“the Pre-Paid System”) at or in the Leased Premises. In the event that the Landlord elects to install a Pre-Paid System, then on the installation of the Pre-Paid System, the Tenant shall be required to obtain the supply of electricity in respect of the Pre-Paid System from the relevant local authority. In such event, the Tenant shall ensure, and it is a material term that it obtains and maintains a sufficient credit balance in respect of this Pre-Paid System as and when required by the Tenant in order to conduct its business from the Leased Premises. The Landlord shall pay for all of the costs associated with the installation of the Pre-Paid System on presentation of invoice unless the Tenant has fallen into arrears in respect of its Total Monthly Rental then, in such event, the Pre-Paid System shall be for the Tenant’s account.
  5. The Tenant will be responsible for its pro rata share of any fine imposed by the municipal authority arising out of excessive consumption of water or electricity or the like.

1. **USE OF THE LEASED PREMISE****S *INITIAL***
   1. The Tenant shall not use the Leased Premises for any purpose other than for the purpose set out in Item 12 of the Schedule without the Landlord’s prior written consent. The use of the Leased Premises for any other use than that described in Item 12 the Schedule shall constitute a material breach of this Lease Agreement. The Landlord does not warrant that any other premises in the Building or Property shall not be let for any of the purposes set out in Item 12 of the Schedule to any person, or that any other Tenant in the Property or Building shall not compete with any businesses of the Tenant.
   2. The Landlord does not warrants that the Leased Premises are fit for the purposes for which they are let or that the Tenant will be granted a license in respect of the Leased Premises for the conduct of the business of the Tenant or that any license granted will be renewed. There shall be no liability on the Landlord to do any work or make any alterations or repairs to the Leased Premises to comply with the requirements of any relevant authority.
   3. The Landlord shall have the right to locate, or relocate as the case may be service mains and other facilities within the Leased Premises when required in terms of any by-law or regulation or when in the opinion of the Landlord’s qualified consultant (which shall be final and binding on the parties), this is dictated by requirements of engineering design or good practice or both. Service mains will be located so as to cause minimum interference with the Tenant and will be unobtrusive in appearance if reasonably possible.
   4. The Tenant shall not allow or cause to be allowed any obstruction or interference to the use by others of the common Property which is attributable directly or indirectly to the manner in which the Tenant makes use of the Leased Premises.
   5. The Tenant shall not bring into, or place any safe or other heavy article in, the Leased Premises or permit the loading of any floor, wall or ceiling of the Leased Premises over and above such limits as may be specified by the Landlord from time to time.
   6. The Tenant shall not hold or permit the holding of sales by public auction in or upon the Leased Premises without the Landlord’s prior written consent.
   7. The Tenant shall not conduct any trade or display any of its goods or products or similar items outside the Leased Premises without the Landlord’s prior written consent. The Tenant hereby consents to the removal by the Landlord or its agents, at the Tenant’s expense, of any goods or products traded or used for trading in breach of the provisions of this clause.
   8. The Tenant shall ensure that no part of the Leased Premises is used as residential or overnight accommodation at any time during the currency of this Lease Agreement or any renewal or extension thereof.

# SUBLETTING, TRANSFER OF OWNERSHIP AND CESSION *INITIAL*

* 1. The Tenant shall not cede or assign or mortgage or pledge any of its rights under this Lease Agreement nor allow anyone else to occupy the Leased Premises or any part thereof on any conditions whatsoever or for any reason whatsoever, without the Landlord’s prior written consent.
  2. The Tenant shall not sublet the Leased Premises or any part thereof without the Landlord’s prior written consent, which consent may be withheld by the Landlord in its sole discretion. Should the Landlord consent to the sublease of the Leased Premises, or any part thereof, the following provisions shall apply in respect of such sublease:
     1. the Tenant shall remain liable to the Landlord for the performance of all tenant obligations under this Lease Agreement;
     2. the Tenant shall be responsible for ensuring that the subtenant vacates the Leased Premises on or before the termination or expiry of this Lease Agreement for whatsoever reason. The Tenant indemnifies the Landlord and holds it harmless against any claims, losses, damages, costs or expenses the Landlord may incur, directly or indirectly, as a result of a breach by the subtenant of the provisions of this Lease Agreement and/or the failure by the subtenant to vacate the Leased Premises on time; and
     3. the Tenant shall not be entitled to profit from the sublease, it being expressly recorded and agreed that any profits realised from the sublease shall accrue to the Landlord and shall be payable by the Tenant to the Landlord on a monthly basis simultaneously with and in addition to the rental payable by the Tenant under this Lease Agreement. For the avoidance of doubt, the Parties agree that the Tenant shall be deemed to profit from the sublease in the event that the rental or consideration payable by the subtenant to the Tenant in terms of the sublease exceeds the rental payable by the Tenant to the Landlord in respect of the sublet portion of the Leased Premises.
  3. If the Tenant is a company whose shares are not listed on a recognised Stock Exchange, no shares therein shall be transferred from its present shareholders, nor may any shares be beneficially allotted to any persons other than such shareholders without the Landlord’s prior written consent. In the case of an allotment or transfer of shares, which shall still leave control of the Tenant with the majority of shareholders as at the commencement of this Lease Agreement or of a transfer of shares to a deceased shareholder's heirs, such consent shall not be unreasonably withheld. Any transfer or allotment of shares effected, without such consent, which consent shall not be unreasonably withheld, shall constitute a breach of the terms of this Lease Agreement by the Tenant. For the purpose hereof, a change of ownership of shares even if not accompanied by a transfer of such shares shall be deemed to be a transfer of shares.
  4. If the Tenant is a close corporation, no member's interest therein shall be transferred from its present members to any other persons other than such members without the Landlord’s prior written consent which, in the case of a transfer of interest shall still leave control of the

Tenant with the beneficial members as at the commencement of this Lease Agreement or of a transfer of interest to a deceased member's heirs, shall not be unreasonably withheld. Any transfer of member's interest effected without such consent shall constitute a breach of this Lease Agreement by the Tenant. For the purposes hereof a change of beneficial ownership of member's interest even if not accompanied by a transfer of such member's interest shall be deemed to be a transfer of member's interest

# ADVERTISING AND SIGNS

* 1. The Tenant shall not be entitled to affix, paint, erect, install or display any advertising or other signs (including neon signs) on the windows, doors, exterior or roof of the Leased Premises or the Building, or anywhere else on the Property without the Landlord’s prior written consent. When applying for such consent the Tenant shall submit to the Landlord, in duplicate, plans drawn to scale of each sign or advertisement together with all relevant information relating thereto including, *inter alia*, details of the size and depth of letters to be used, the materials to be used, and the method of manufacture, illumination and attachment to, or suspension from, the Leased Premises or the Building. The Landlord shall have the right to refuse such consent should the Landlord deem in its sole discretion that any aspect of the sign or advertisement is not in keeping with the Landlord’s signage requirements or with the general signage or aesthetics of the Building. In the event of such consent being granted, then the Tenant shall –
     1. keep and maintain any such signs in good, clean and proper working order and condition and comply with the requirements of any competent authority pertaining to such signs. Should the Tenant fail to do so the Landlord shall be entitled, after giving the Tenant 14 (fourteen) days' written notice, to attend to the maintenance of the signs or compliance with the requirements of any competent authority in such manner as the Landlord deems necessary and to recover the costs of so doing from the Tenant on demand;
     2. indemnify the Landlord against all claims of whatsoever nature made against the Landlord as a result of the installation, erection or operation of such signs;
     3. ensure that signage (of what-so-ever nature) is in accordance at all times with the Landlord’s prescribed design criteria.
  2. The Tenant shall, by no later than the Termination Date remove all signs affixed, painted, placed displayed, erected or installed by it with or without the Landlord’s written consent and make good at its own cost any damage caused as a result of such installation or removal. Should the Tenant fail to so remove all signs or make good any such damage, the Landlord shall be entitled to do so and to recover the costs thereof from the Tenant.
  3. The Tenant shall not affix any poster, placards or notices to the external aspects/faces, windows, doors or walls of the Leased Premises or anywhere else on the Building, or the Property, without the Landlord’s prior written consent.
  4. The Tenant will be responsible for all costs levied by any local or other responsible authority in respect of the Tenant’s signage on the exterior of the Building or anywhere else on the Property. If the signage relates exclusively to the Leased Premises, the Tenant shall be liable to pay to the Landlord the full amount thereof. If such signage does not relate exclusively to the Leased Premises, the Tenant shall be liable to pay to the Landlord a *pro rata* contribution in respect thereof.
  5. The Landlord may require that the Tenant erect new or refurbish existing signage in compliance with the Landlord’s then prevailing signage policy.

1. **INSURA****NCE *INITIAL***
   1. The Landlord shall insure the Building against all standard risks.
   2. The Tenant shall not do or omit to do anything or keep in or on the Leased Premises anything or allow anything to be done or kept in or on the Leased Premises which in terms of any fire insurance policy held from time to time by the Landlord in respect of the Building and/or the Leased Premises may not be done or kept therein, or which may render any such policy void or voidable and the Tenant shall comply in all respects with the terms of any such policy provided that if any premium and/or excess payable in respect of any such policy is increased –
      1. by reason of the nature or scope of the business which the Tenant carries on in the Leased Premises in terms of this Lease Agreement; or
      2. as a result of the Tenant not complying with the aforesaid provisions;

then, without prejudice to any other rights, which the Landlord may have as a result thereof, the Tenant shall on demand refund to the Landlord the amount of that additional premium and/or excess.

* 1. The Tenant shall be obliged at its cost to take out and keep in force during this Lease Agreement a public liability insurance policy for such amount as will provide indemnity in respect of all claims which may foresee ably be made against the Tenant arising out of its business in the Leased Premises. Should there be any dispute between the parties as to the amount of the insurance or the terms and conditions of the policy, such dispute shall be referred to the Landlord’s auditor for its decision, which shall be final and binding on the parties.
  2. The Tenant shall be responsible for any glass, both internal and external, mirrors and window panels in or on the Leased Premises and shall be obliged at its expense to replace any such glass, mirrors or window panels as may be damaged however and by whomsoever such damage shall be caused. Without prejudice to and without absolving it from its aforesaid obligations, the Tenant shall, except for any period during which the Landlord may elect to do so, insure glass and window panels against damage and maintain the insurance in force throughout its occupation of the Leased Premises. The Tenant shall on demand by the Landlord cede the policy of insurance to the Landlord as security for its obligations hereunder.
  3. The Tenant shall be responsible for any loss or damage suffered from any cause whatsoever and which, without derogating from the generality hereof, shall include damage or loss to its stock, fixtures, fittings, equipment, alterations and or additions carried out to the Leased Premises, including electrical and mechanical services/installations, and for the reinstatement thereof at its expense. The Tenant is obliged to arrange appropriate insurance cover for such losses or damage.

# CONTRAVENTION OF LAWS

* 1. The Tenant shall not contravene or permit the contravention of any law, by-law, ordinance, proclamation or statutory regulation or the conditions of any license relating to or affecting the occupation of the Leased Premises or the carrying on of the Tenant’s business in the Leased Premises.
  2. The Tenant shall not contravene or permit the contravention of –
     1. the conditions of the title deeds relating to, or
     2. any law, by-law or statutory regulation which the Landlord is required to observe in respect of the Building and/or Property.
  3. The Landlord may establish rules and regulations from time to time in respect of the Premises or Building, a copy of which is available from the Landlord.

# ALTERATIONS AND ADDITIONS AND REINSTATEMENT OF THE PREMISES *INITIAL*

* 1. The Tenant shall not without the prior written consent of the Landlord make any alterations or additions to the Leased Premises, the Building or the roof thereof, nor shall the Tenant in any way interfere or tamper with any part of the Building, the Leased Premises, or the utility service systems or fixtures and fittings thereof. It is expressly recorded that Tenants may not engage in high risk activities such as core drilling, without the prior written consent of the Landlord and in such event, the Landlord also reserves the right to request that the Tenant have infra-red inspections conducted and comply with the Landlord’s engineers directive all at the Tenant’s cost.
  2. It is expressly recorded that the Tenant shall have no claim of whatsoever nature for any alterations or additions effected by the Tenant to the Leased Premises, whether such improvements were effected with or without the Landlord’s consent. The Tenant furthermore hereby expressly waives and abandons any improvement lien or claim for compensation that it may have in respect of any alterations or additions made to the Leased Premises and expressly acknowledges that it shall have no right to occupy the Leased Premises pending the outcome of any legal or other dispute that may arise between the parties in respect of any alleged improvement lien or claim.
  3. Any alterations or additions effected by the Tenant (for which the Landlord’s consent shall be required), including the installation of any signage in the Leased Premises or the Building shall be carried out in accordance with the Landlord’s design criteria from time to time determined or introduced by the Landlord, shall be known as "the Tenant’s work", and shall further be done in accordance with the following conditions –
     1. All Tenant’s work shall be carried out by and at the Tenant’s expense, and shall be executed, where applicable, by consultants, contractors and sub- contractors approved by the Landlord in writing, which consultants, contractors and sub-contractors shall comply with such reasonable rules and regulations as to safety, administration and co-ordination as the Landlord may stipulate.
     2. All the said contractors and sub-contractors and suppliers shall give and shall be deemed to have been given a complete waiver of any liens to which they may be entitled.
     3. In the event that the Tenant’s and Landlord’s consultants, contractors and subcontractors are required to work in conjunction with one another, then, in the further event of a conflict or dispute between them arising, the Tenant shall immediately remove its consultants, contractors and sub-contractors from the Leased Premises and the Building to the extent necessary so as to remove and/or end the conflict or dispute.
     4. The Tenant shall keep and maintain at its own cost all Tenant’s work in good order and condition including keeping the Leased Premises and/or Property clean and tidy by regular removal of rubble, debris and the like and the Tenant shall be liable to pay to the Landlord any additional local authority and/or utility charges of whatsoever nature and/or insurance premiums and/or excess levied or charged as a result of the said Tenant’s work.
     5. The Tenant shall not make any alterations to any installations, including but not limited to the electrical, plumbing, air-conditioning and fire detection installations on the Leased Premises, unless such related design and work is carried out by professional consultants and contractors. The Tenant shall

ensure that on completion of the electrical and plumbing installations that electrical and plumbing Certificates of Compliance be issued by the relevant contractor and copied to the Landlord. The Tenant shall also be solely responsible for obtaining an Occupation Certificate from the local authority for the Tenant’s Leased Premises and the costs incidental thereto. The Tenant shall submit the aforesaid certificate to the Landlord upon receipt of same.

* + 1. The proposed scope of work plans and specifications shall be required to be approved by the Landlord in writing prior to the commencement of any of the Tenant's work.
    2. All plans and any other documentation required by the Landlord and/or any competent authority shall be submitted by the Tenant and approved by the relevant local authority prior to the commencement of any of the Tenant's work, all at the Tenant’s cost.
    3. The Tenant’s contractor shall be required to hold appropriate insurance cover in respect of contractors’ all risks, SASRIA and public liability insurance, copies of which policies shall be required to be furnished to the Landlord on request.
    4. The Tenant indemnifies the Landlord and its agents against any claims proceedings, damages, costs and expenses arising from the Tenant's work .A certificate issued by the Landlord shall be proof at first glance (*prima facie* proof*)* of the amounts relating to any claims referred to herein.
    5. The Tenant shall make good timeously any physical loss or damage to the Leased Premises or Building, which shall include removing therefrom all debris resulting from the Tenant's work.
    6. The Tenant shall comply with any guidelines by the Landlord or its agent in relation to such work and the orderly management of the works at the Leased Premises, especially where the Building is occupied by other tenants and/or occupants and/or open to the general public or visitors, failing which the Landlord reserves the right to suspend all on-site work until the Tenant demonstrates, to the satisfaction of the Landlord, that orderly management will be restored to the Tenant's work.
  1. Should the Landlord elect or agree to cause its contractors and sub-contractors to do the Tenant’s work on the Tenant’s behalf and at the Tenant’s expense, a certificate signed by a duly authorized representative of the Landlord, reflecting the cost of such work, which cost shall include the fees and disbursements of any professional consultants appointed by the Landlord to supervise the work, shall be final and binding on the Tenant, if legally permissible, alternatively constitute proof at first glance (*prime facie* proof) and shall be paid by the Tenant on demand within 7 (seven) days of presentation of the certificate referred to above.
  2. If the Tenant effects any alterations or additions to the Building or the Leased Premises without the Landlord’s prior written consent or if they do not comply with the provisions of clause [13.3,](#_bookmark20) the Landlord shall be entitled to instruct the Tenant to remove such alterations at any time during the duration of the Lease Agreement or exercise its rights in terms of this clause.
  3. Notwithstanding the provisions elsewhere in this Lease Agreement and irrespective of any prior installations or additions to the Leased Premises at the Beneficial Occupation or

Commencement Dates, the Tenant shall at its own expense and prior to the expiry or termination of this Lease Agreement, reinstate the Leased Premises to a “base building condition”, normal wear and tear excluded. “Base building condition” shall include but not be limited to, at the Landlord’s sole discretion, any or all of the following:

* + 1. the removal of all fixtures and fittings, interior building work and/or alterations to the Leased Premises; and
    2. the removal of all Tenant installed telephone, data, alarm and other systems including but not limited to all cabling in ceilings, power poles or power skirting’s and all switches, hubs, points and any other hardware or ancillary installations including specialist emergency or uninterrupted power supplies, fire protection and specialist air conditioning and repair or replace all ceilings, power poles and power skirting covers; and
    3. the restoring of the ceiling to a concrete slab or suspended ceiling and if the Leased Premises has an existing suspended ceiling structure, then the Tenant shall replace the ceiling tiles with new ceiling tiles if the Landlord deems it necessary, fair wear and tear excepted; and
    4. the removal of non-standard floor finishes, computer access flooring and the restoration to the standard floor finish consisting of a level cement screed; and
    5. the reinstatement of any surface beds to their original specifications; and
    6. the repair of any damage to the walls and wall finishes and/or repainting thereof with two coats white PVA. It is recorded that the Landlord will not accept any coloured or brightly painted walls or wall paper; and
    7. the replacement or repair of any broken, damaged or missing items including doors, windows, handles, furniture, taps and or other installations; and
    8. to provide all locks with two keys; and
    9. the replacement of all broken light fittings including lamps and ballasts; and
    10. the removal any specialist electrical, gas, extract or other systems including all containment and the making good of all finishes; and
    11. the providing of proof that the console and split unit air-conditioning units have been serviced within three months of the expiry or termination date; and
    12. the hand over to the Landlord of any air conditioning controllers, access remotes, tags and cards in a working condition; and
    13. the removal of all signage (including applicable electrical connections), sandblasting or vinyl on glazed screens, signwriting and corporate branding in the Leased Premises, Common Areas and the façade of the Building and make good the original finishes; and
    14. the provision of electrical and plumbing Certificates of Compliance in respect of the reinstatement work performed; and
  1. Should the Tenant fail to effect such reinstatement, removal or make good such damage, such alteration or addition shall become the Property of the Landlord, at no cost to the Landlord, and the Landlord shall be entitled to effect such reinstatement and to make good

such damage and recover the actual costs thereof from the Tenant. A certificate by the Landlord’s qualified consultant shall constitute proof at first glance (*prima facie* proof) of the costs of such reinstatement.

* 1. In the event of any dispute arising as to whether any alteration or addition is structural, non-structural or merely a fixture or fitting, a certificate of the Landlord’s qualified consultant shall be final and binding on both the Landlord and the Tenant and if not legally permissible shall constitute proof at first glance (*prime facie* proof).
  2. If the Tenant is obliged by the Landlord to remove any alterations or additions, fixtures, fittings or equipment and reinstate the Leased Premises after the termination, of this Lease Agreement, then the Tenant shall be liable to continue to pay an amount equal to the rent which was payable immediately before such termination, and shall remain bound by all other provisions of this Lease Agreement until such Leased Premises is reinstated and for such further damages as may accrue to the Landlord arising therefrom. The Landlord shall, notwithstanding this provision, be entitled to take the necessary action in protection of its rights and interest in respect of the Leased Premises which shall include but not be limited to the reinstatement of the Leased Premises and recover such actual costs from the Tenant as recorded in clause 13.7 above.

# FIXTURES, FITTINGS AND EQUIPMENT *INITIAL*

The Tenant shall, with the Landlord’s prior written consent, be entitled from time to time to install in the Leased Premises, such fixtures, fittings and equipment (excluding air conditioning units) as may be required or necessary for the carrying on of the Tenant’s business, and provided that such installations shall be –

* 1. in keeping with the general finish of the Building and with the design criteria set (if applicable) or instructed by the Landlord from time to time; and
  2. removed by the Tenant, in accordance with clause 13.5.

# AIR CONDITIONING AND ELECTRICAL INSTALLATIONS INCLUDING INSTALLATION OF STANDBY ELECTRICITY GENERATING DEVICES BY THE TENANT

## INITIAL

* 1. The Tenant shall not be entitled to install any air conditioning units in or about the Leased Premises without the prior written consent of the Landlord.
  2. Subject to clause [15.4](#_bookmark23) below, the Tenant shall not change or interfere with the electrical or air conditioning installations in the Leased Premises or the Building without the prior written consent of the Landlord. The Tenant shall be obliged to obtain an Electrical Compliance Certificate at its cost, covering any alterations made by the Tenant to the electrical installation in the Leased Premises during the term of this Lease Agreement and is to provide a copy thereof to the Landlord.
  3. The Tenant shall not be entitled to install in the Leased Premises any electric computers or electrical installations or appliances, not amounting to normal accounting and business machines, without the prior written consent of the Landlord.
  4. Without derogating from the generality of clause [17.1.1](#_bookmark26) the Tenant shall at all times and at its own cost maintain and keep in good working order and condition all dedicated air- conditioning units serving the Leased Premises. The Tenant shall, if called upon to do so, exhibit to the Landlord the maintenance contract in respect thereof.
  5. On expiry or early termination of this Lease Agreement for any reason and in the event that electrical or other alterations have been made to the Leased Premises, the Tenant shall at

its cost (including the cost of work to be performed to obtain any Electrical Compliance Certificate) furnish to the Landlord, as part of its reinstatement commitments in terms of the Lease Agreement an up to date Electrical Compliance Certificate as referred to above.

* 1. The Landlord shall be entitled, in the event of the premises being served by an air- conditioning plant, to determine the hours of operation thereof and reasonable rules with regard to the switching on and off thereof.
  2. Should the Tenant wish the air-conditioning system serving the building to be operated outside the ordinary hours of operation determined by the Landlord for the purpose of any specific function or event, the Tenant shall be obliged to furnish the Landlord with a written request therefor not less than three days prior to such function or event and to pay to the Landlord such reasonable charges as it may determine in such regard

# MAINTENANCE BY THE LANDLORD

The Landlord shall keep and maintain in good order, condition and repair during the currency of this Lease Agreement or any renewal or extension thereof the roof and exterior of the Leased Premises excluding the Tenant’s external signage.

# MAINTENANCE OF THE LEASED PREMISES *INITIAL*

* 1. The Tenant shall at its own cost –
     1. keep and maintain in good order and condition the Leased Premises and shall repair, or replace as the case may be, all aspects of the Leased Premises which, without derogating from the generality hereof, shall include the appurtenances as well any dedicated air-conditioning units exclusively serving the Leased Premises in strict accordance with the manufacturer’s instructions, and on termination of this Lease Agreement shall deliver the same to the Landlord in good order and condition, including repainting the Leased Premises, fair wear and tear excepted. The Tenant shall upon the written request of the Landlord, provide copies of the air-conditioning maintenance agreement.

If there is any dispute between the parties as to the extent of the reinstatement required in terms of this clause, the dispute shall be referred independent qualified consultant, acting as an expert and not as an arbitrator, whose decision shall be final and binding on the parties;

* + 1. repair any damage caused to the Leased Premises by forcible or attempted forcible entry or otherwise;
    2. prevent any blockage of effluent/sewerage or water pipes or drains in or used in connection with the Leased Premises and shall remove at its cost any obstruction or blockage in any sewer, water pipe or drains serving the Leased Premises and, where necessary, repair the sewer, water pipe or drain concerned;
    3. pay for and replace where necessary all fluorescent bulbs, starters, ballasts and incandescent bulbs used in the Leased Premises and shall be responsible to maintain all light fittings in the Leased Premises in proper order and clean condition;
    4. except for normal fixturing purposes, not drive or permit to be driven into the floors, walls or ceiling of the Leased Premises and/or the Building any nails, screws or other instruments or articles, nor in any manner whatsoever do or permit anything to be done that may possibly damage the floors, walls or ceilings or any other portion of the Leased Premises and/or the Building;
    5. ensure that all sprinklers and other fire-prevention equipment in its Leased Premises are maintained in accordance with the requirements of any and all legislation (including local authority requirements) as well in accordance with the requirements of the Tenant’s and/or Landlord’s insurance policy, which may be amended from time to time;
    6. keep and maintain in good order and condition any carpeting in the Leased Premises, and shall, on the expiry or earlier termination of this Lease Agreement, deliver such carpeting to the Landlord in good order and condition, fair wear and tear alone excepted. It is specifically recorded that, for the purpose of this clause, “fair wear and tear” shall not apply to usage of the carpets other than for pedestrian traffic and shall not release the Tenant of its obligation to clean the carpets at regular intervals;
    7. be responsible for the cleaning of the Leased Premises, which shall include but not be restricted to, the removal of all refuse from the Leased Premises to a place in the Building designated by the Landlord and the provision of all soaps, hand towels, toilet paper and the like, should toilet/kitchen facilities form part of the Leased Premises;
    8. be responsible for ensuring compliance with the Electrical Installations Regulations (1992) promulgated under Section 35 of the Machinery and Occupational Safety Act No. 6 of 1983 which was, from 1 January 1994, replaced by the Occupational Health and Safety Act No. 85 of 1993, the said regulations however remaining in force under such new Act.
  1. In the event of the Tenant failing or refusing to maintain or repair the Leased Premises or any part thereof as provided for in terms of this clause and remaining in default for a period of 7 (seven) days after receipt by the Tenant of a written notice calling on the Tenant to rectify such default, then the Landlord shall be entitled to effect the necessary maintenance or repairs and to claim the costs so incurred from the Tenant.

1. **OBLIGATIONS OF THE TENA****NT *INITIAL***
   1. The Tenant shall –
      1. not exceed any stacking limitations applicable to the Property;
      2. not erect any aerial or other similar device on the roof or exterior walls of the Leased Premises or Building without, in each instance obtaining the Landlord's prior written consent. Any aerial, so installed, without such written consent, may be removed by the Landlord without notice and without any compensation to the Tenant whatsoever, at any time;
      3. not use any audio or audio-visual equipment in a manner so as to be heard or seen outside the Leased Premises;
      4. not interfere with, disconnect or overload the electricity supply to the Leased Premises;
      5. at all times ensure that the Leased Premises are free from infestation by vermin and should it be discovered that the Leased Premises are infected with vermin, the Tenant shall be responsible for the payment of the cost of the fumigation or other treatment necessary to eradicate such vermin. On the Tenant giving up occupation of the Leased Premises, the Tenant shall be obliged to ensure that the Leased Premises are free from infestation by vermin and should it be determined that the Leased Premises are infected with vermin the Tenant shall likewise be responsible for the cost of treatment for the extermination and eradication of the vermin and such costs shall be for its Tenant’s account. A certificate issued by a recognised registered fumigator or

vermin exterminator as to the presence of vermin shall be conclusive and binding on the parties;

* + 1. not do anything, which in the sole opinion of the Landlord, may detract from the appearance of the Leased Premises or of the Building;
    2. immediately inform the Landlord in writing of any industrial action and/or process where an order is sought or applied for in terms of which industrial action would be allowed in any location other than the Leased Premises for example on the Property or in the Building. The Tenant shall not wilfully agree to and shall oppose any application in terms of which any industrial action would be allowed in any location other than the Leased Premises for example on the Property or in the Building;
    3. undertakes to use its best endeavours to limit the noise levels and nuisance caused by any industrial action by its employees or directed at the Tenant;
    4. be responsible for installing its own telephone and/or data connections in the Leased Premises;
    5. ensure that the common areas are not used as eating-places or general resting or smoking places by its employees and shall take reasonable steps to ensure that its invitees in any way do not misuse the common areas;
    6. ensure that no unduly loud noise, nuisance or source of annoyance to third parties emanates from the Leased Premises;
    7. not permit, nor attach to the walls or ceiling or place on the floor of the Leased Premises any fittings, appurtenances or equipment which shall or might in the Landlord’s sole discretion constitute too heavy a load therefore;
    8. not bring any corrosive, hazardous, harmful or poisonous material onto the Leased Premises, without the prior consent of the Landlord;
  1. The Tenant agrees to comply with the Landlord’s security and fire protection regulations, which may exist in respect of the Building from time to time and undertakes to use its best endeavours to secure compliance therewith by its employees.
  2. If sprinklers are installed in the Leased Premises, the Tenant shall be obliged to comply in all respects with the sprinkler system rules as laid down by the Local Fire Officer from time to time in consequence of the Tenant’s use and occupation of the Leased Premises. In addition to the aforesaid, the Tenant shall be liable for any and all damages (including consequential damages), the cost of water drainages in respect of the sprinkler system and the cost of the contractor/s and/or consultant/s associated with the sprinkler system and changes to the internal layout thereof.

# LANDLORD’S ACCESS TO THE LEASED PREMISES

The Landlord shall be entitled –

* 1. at any and all times during the currency of this Lease Agreement, to effect any such repairs, alterations, improvements and/or additions to the Leased Premises and/or the Building as are required by any competent authority or which the Landlord may in its discretion decide to carry out, (including any maintenance or repair which the Landlord effects in terms of clause [17.2](#_bookmark27)) and for any such purpose to erect scaffolding, hoardings and/or other Building equipment in, at, near or in front of the Leased Premises, as also such devices as may be required by law or which the Landlord’s qualified consultant may certify to be reasonably necessary for the protection of any person against injury arising out of the Building operations, in such manner as may be reasonably necessary for the purpose of any of the works aforesaid. The Landlord shall further be entitled by itself, its contractors and sub-contractors, its architect, its quantity surveyor, its qualified consultant,

its engineer and all artisans and other workmen engaged on the works, to such rights of access to the Leased Premises as may reasonably be necessary for the purpose aforesaid. The Tenant shall have no claim against the Landlord for compensation, damages or otherwise, by reason of any interference with its tenancy or its enjoyment of the Leased Premises occasioned by any such repairs or Building works as are hereinbefore contemplated, or arising from any failure or interruption in the supply of water and/or electricity and/or steam and/or heating and/or gas and/or other amenities to the Leased Premises, or the temporary cessation or interruption in the operation of any of the lifts, elevators and hoists in the Building as a result thereof. Notwithstanding the aforesaid, the Landlord undertakes –

* + 1. not to unnecessarily or unreasonably interfere with the carrying on of the Tenant’s business in the Leased Premises during the carrying out of such repairs and/or Building works, and
    2. to carry out the same as quickly as is reasonably possible in the circumstances;
  1. to inspect the Leased Premises for any purpose whatsoever at all reasonable times;
  2. to have the right at any time and notwithstanding anything to the contrary contained or implied in this Lease Agreement, to clean the inside of the windows of the Leased Premises and claim the costs of so doing from the Tenant, but nothing herein contained shall be deemed to oblige the Landlord at any time during the currency of this Lease Agreement or any extension thereof to clean the inside of the said windows of the Leased Premises at all.

1. **NOTIFICATION OF DEFEC****TS *INITIAL***
   1. The Tenant shall notify the Landlord in writing within 7 (seven) days after the Beneficial Occupation Date of any defects in the Leased Premises particularly in regard to appurtenances. Any dispute that may arise in this connection shall be resolved by independent qualified consultant whose decision shall be final and binding on the parties.
   2. If it has not notified the Landlord as aforesaid, the Landlord shall not be obligated to repair such defects and furthermore the Tenant shall have no claim against the Landlord for any patent defect, which may subsequently be found therein.

# LIMITATION OF LIABILITY OF LANDLORD *INIT**IAL*

* 1. The Tenant shall –
     1. not have any claim of any nature against the Landlord for any loss, damage or injury which the Tenant may directly or indirectly suffer (whether or not such loss, damage or injury is caused through the negligence of the Landlord or the Landlord’s servants or employees) by reason of any latent or patent defects in the Leased Premises or Building, or fire in the Leased Premises or Building, or theft from the Leased Premises or by reason of the Leased Premises or the Building or any part thereof being in a defective condition or state of disrepair or any particular repair not being effected by the Landlord timeously or at all, or arising out of an act of God or unforeseen event (*vis major* or *causus fortuitus*) or any other cause either wholly or partly beyond the Landlord’s control, or arising out of any act or omission by any other Tenant of the Building, or arising out of a change of the Building’s name, its facade, appearance or any other feature thereof, or arising in any manner whatsoever out of the use of the services in the Leased Premises or Building by any person whomsoever, for any purpose whatsoever, or arising from any other cause whatsoever;
     2. have no claim of any nature whatsoever whether for damages, remission of rent or otherwise, against the Landlord, for any failure of or interruption in the

amenities and services provided by the Landlord and/or any statutory authority and/or the Landlord’s agents or contractors to the Leased Premises and/or the Building, notwithstanding the cause of such failure or interruption;

* + 1. not be entitled to withhold or defer payment of any amounts due in terms of this Lease Agreement for any reason whatsoever;
    2. under no circumstances have any claim against the Landlord for consequential loss howsoever caused.
  1. It is recorded that the Landlord in its discretion may provide such security services for the Building as it may deem desirable for the interests of the Building as a whole and it is agreed that the Tenant shall not have any claim against the Landlord, whether for damages or any other legal remedy, arising out of such security services. It is further recorded that the Tenant shall be responsible for arranging, at its own cost, any specific security measures, which it may require.
  2. Notwithstanding anything to the contrary contained in this lease, nothing in this clause shall indemnify the Landlord against, or limit its liability in respect of any loss, damage or injury arising in the whole or part out of its gross negligence, wilful conduct or omission.

1. **DESTRUCTIO****N *INITIAL***
   1. Should the Leased Premises or any other part of the Building or Property be destroyed or damaged to an extent which prevents the Tenant from having beneficial use of the Leased Premises, or should the Leased Premises or Building thereby become substantially untenantable, then the Tenant shall have no claim of any nature whatsoever against the Landlord as a result thereof, no matter how such destruction or damage has been caused, and the Landlord shall be entitled within 30 (thirty) days after such destruction or damage to determine whether or not this Lease Agreement should be cancelled, and shall notify the Tenant of its decision in writing. Accordingly-
      1. Should the Landlord elect to cancel this Lease Agreement, then the Tenant shall have no claim of any nature whatsoever against the Landlord as a result of such cancellation, but shall not be liable for any rent from the date of such destruction or damage.
      2. Should the Landlord elect not to cancel this Lease Agreement, then –
         1. the Landlord shall reinstate, at its cost, the Leased Premises or the Building, as the case may be, as quickly as is reasonably possible in the circumstances;
         2. the Tenant shall not be liable for any rent for so long as it is deprived of enjoyment of the Leased Premises;
         3. should the Tenant be given beneficial use from time to time of any part of the Leased Premises, it shall make payment of the rent therefore on a *pro rata* basis;
         4. the period of this Lease Agreement shall be extended by the period during which the Tenant is deprived of beneficial use of the whole of the Leased Premises.
   2. Should the Leased Premises be destroyed or damaged to a lesser extent than that which prevents the Tenant from having beneficial occupation of the Leased Premises, then –
      1. this Lease Agreement shall not be cancelled;
      2. the rent payable by the Tenant shall be reduced *pro rata* and to the extent to which the Tenant is deprived of the beneficial use of that part of the Leased Premises;
      3. the Landlord shall repair at its cost the damaged or destroyed portion of the Leased Premises as quickly as is reasonably possible in the circumstances;
      4. the Tenant shall have no claim of any nature whatsoever against the Landlord as a result of the said destruction or damage, no matter how caused.
   3. Should any dispute arise between the Landlord and the Tenant in regard to the reduced amount of rent payable at any time or from time to time by the Tenant, in terms of sub- clauses [22.1.2.3](#_bookmark34) or [22.2.2](#_bookmark36) above, then such dispute shall be referred to the Landlord’s qualified consultant whose decision in regard to such dispute shall be final and binding on the Landlord and the Tenant.
   4. In the event that the total or partial destruction referred to in sub-clauses [22.1](#_bookmark33) and [22.2](#_bookmark35) above is caused by any wilful or negligent act or omission of the Tenant, the Tenant shall be liable to the Landlord for the full sum of damages sustained by it as a result of the aforesaid wilful or negligent act or omission, or to the Landlord’s insurer under the insurer’s right of subrogation.

# USE OF COMMON AREAS

The common areas shall at all times be subject to the exclusive control and management of the Landlord, and the Landlord shall have the right from time to time to establish, modify and enforce by written notice to the Tenant and/or to Tenants in the Building rules and regulations as the Landlord may prescribe with respect thereto and generally to do or perform such other acts in and to the common areas as in the use of good business judgment the Landlord in its sole discretion shall determine to be advisable with a view to the improvement of the convenience and the use of the common areas by Tenants, their officers, agents, employees and customers.

# RE-LETTING OF THE LEASED PREMISES OR SALE OF THE BUILDING

The Landlord shall have the right during the last 6 (six) months of this Lease Agreement to exhibit on the Leased Premises such notices as it may deem desirable for the purpose of letting or otherwise dealing with the Leased Premises and the Tenant shall, during this period, or during the period the Building may be for sale, afford to the Landlord, its authorized representatives, agents or any prospective Tenant the right to inspect the Leased Premises.

1. **CHANGE OF OWNERSHIP** ***INITIAL***

Should the Landlord at any time during the currency of this Lease Agreement sell the Property of which the Leased Premises form part, or should any of the holders of the shares in the Landlord sell such of those shares with the result that the purchaser/s thereof acquire/s control of the Landlord, then notwithstanding anything to the contrary elsewhere contained or implied herein, it is specifically agreed that in any of the foregoing circumstances the Tenant shall not be entitled to elect not to be bound to the new Landlord, and that this Lease Agreement shall continue in full force and effect.

1. **RE–BUILDING AND RELOCATIO****N *INITIAL***
   1. The Landlord may terminate this Lease Agreement or any renewal thereof by giving the Tenant a minimum of 3 (three) months’ written notice to such effect in all or any of the following circumstances;
      1. Should the Landlord or its successors in title wish to demolish the Building or the Leased Premises,

OR;

* + 1. Should the Landlord or its successors in title wish to reconstruct and/or redevelop and/or renovate the Building and/or the Leased Premises.
  1. The Landlord, shall however, have the right at any time to commence the reconstruction and/or redevelopment and/or renovation of the Building, other than the Leased Premises, and these operations may proceed while the Tenant is in occupation of the Leased Premises.
  2. Notwithstanding the implementation of any work as contemplated in [26.2](#_bookmark42) above, the Tenant shall have no right to object to such work or to claim any rebate of rental during the period in which the said work may be in progress nor shall the Tenant have any claim for damages of whatsoever nature by reason of the earlier termination of this Lease Agreement as provided for in [26.1.](#_bookmark41)
  3. Notwithstanding the aforegoing, the Landlord reserves the right at any time to relocate the Tenant from the Leased Premises to any new premises of substantially the same size, in the Building. If the Landlord wishes to exercise this right it shall give the Tenant written notice to that effect, specifying:
     1. the new location proposed for the Leased Premises;
     2. the date upon which the relocation is to occur, which shall not be earlier than 60 (sixty) days after the Landlord gives the notice.
  4. The Tenant shall be entitled, within 14 (fourteen) days after receipt of the Landlord's written notice as aforesaid, to refuse the proposed relocation (with the understanding that no notice from the Tenant within the time period referred to above shall also be deemed as a refusal of the proposed relocation). Should the Tenant accept the relocation, the Tenant shall be relocated in accordance with the notice given to the Tenant by the Landlord.
  5. However should the Tenant refuse the proposed relocation, this Lease Agreement shall be terminated after 90 (ninety) days from receipt of the notice from the Landlord referred to clause [26.4](#_bookmark43) above.
  6. The Landlord shall be entitled, irrespective of whether or not it elected to terminate this Lease Agreement in terms of clause [26.1](#_bookmark41) above or whether it gave the Tenant notice of relocation in terms of clause [26.4](#_bookmark43) above, at any and all times during the currency of this Lease Agreement to affect any such repairs, alterations, improvements and/or additions to the Leased Premises or the Building and/or erect such further buildings on the Property as the Landlord in its discretion may decide to carry out or erect and for any such purpose erect or cause to be erected scaffolding, hoardings and/or building equipment and also such devices as may be required by law or which the qualified consultants may certify to be reasonably necessary for the protection of any person against injury arising out of the building operations in such manner as may be reasonably necessary for the purpose of any of the works aforesaid, in, at, near or in front of the Leased Premises (including any and/or all parking areas, whether reserved, un-reserved, specified or un-specified).
  7. The Landlord shall further be entitled by itself, its contractors and sub-contractors, its architects, its quantity surveyors, its qualified consultants, its engineers and all artisans and all other workmen engaged on the works to such rights of access to the Leased Premises, parking areas or any other areas as maybe reasonably necessary for the purposes aforesaid.
  8. The Landlord shall further be entitled to lead pipes and other services through the Leased Premises should it be necessary to link such pipes or other services with any other premises provided that in doing so that the Landlord does not unduly interfere with the Tenant’s beneficial use of the Leased Premises. In exercising its above rights, the Landlord shall use its best endeavours to cause as little interference with the Tenant's beneficial use of the Leased Premises.
  9. The Tenant shall have no claim against the Landlord for compensation, damages or otherwise, nor shall the Tenant have any right to remission or withholding of any amounts payable in terms of this Lease Agreement, by reason of any interference with its tenancy or its beneficial use of the Leased Premises occasioned by any such repairs or building works as are herein before contemplated or arising from any failure or interruption in the supply of water and/or electricity and/or heating and/or gas and/or any other amenities to the Leased Premises for the temporary cessation or interruption of the operation of any lifts, elevators, escalators and hoists in the Building.
  10. It is specifically recorded that the purpose of these provisions, among other things, is to give the Landlord flexibility to control its investment in a competitive market in the Landlord’s unfettered discretion.

1. **ADDRESS FOR SERVICE OF DOCUMENTS AND NOTICES (*DOMICILIUM CITANDI ET EXECUTAN******DI)***
   1. The parties choose as their address for service of documents and notices (*domicilia citandi et executandi*) for all purposes under this Lease Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses –
      1. the Landlord: the Landlord's address as described in Item 2 of the Schedule
      2. the Tenant: the Tenant's address as described in Item 4 of the Schedule
   2. Any notice or communication required or permitted to be given in terms of this Lease Agreement shall be valid and effective only if in writing but it shall be competent to give notice by e-mail.
   3. Either party may by notice to the other party change the physical address chosen as its address for service of documents and notices (*domicilium citandi et executandi)* to another physical address where postal delivery occurs in the Republic of South Africa or its postal address or email address, provided that the change shall become effective on the 7th (seventh) business day from the deemed receipt of the notice by the other party.
   4. Any notice to a party –
      1. sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at an address chosen as its address for service of documents and notices (*domicilium citandi et executandi)* to which post is delivered shall be deemed to have been received on the 7th (seventh) business day after posting (unless the contrary is proved);
      2. delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its address for service of documents and notices (*domicilium citandi et executandi)* shall be deemed to have been received on the day of delivery; or
      3. sent by e-mail to its chosen e-mail address stipulated in clause [27.1,](#_bookmark45) shall be deemed to have been received on the date of despatch (unless the contrary is proved).
   5. Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen address for service of documents and notices (*domicilium citandi et executandi)*.
2. **BREACH OF THE LEAS****E *INITIAL***
   1. Should the Tenant –
      1. fail to pay any amount due by it in terms of this Lease Agreement on due date, and fail to remedy such breach within a period of 7 (seven) days after receipt of written notice to that effect from the Landlord, or
      2. commit a breach of any other material term of the Lease Agreement and fail to remedy such breach within a period of 7 (seven) days after receipt of written notice to that effect from the Landlord; or
      3. fail to keep the franchise in respect of the Leased Premises, or be interdicted (permanent or temporarily) from conducting business under the name and style of the franchise (if applicable); or
      4. commit any act which is unlawful, immoral or which constitutes immoral business practice; or
      5. have any judgement in excess of R20 000.00 (twenty thousand rand) taken against it, and fail within 7 (seven) days of its becoming aware thereof either to satisfy same or to take steps (and thereafter actively to pursue such steps) to appeal or set aside such judgement; or
      6. remove or allow the removal of any item from the Leased Premises which is the object of and falls under the Landlord’s hypothec; or
      7. be unable, or fail or admit an inability in writing, to pay its debts as and when they fall due; or
      8. make any representation in connection with its financial affairs, which proves in any material respect to have been incorrect or untrue when made; or
      9. commit any other breach of any term or condition of this Lease Agreement and fail to remedy that breach within a period of 14 (fourteen) days after the receipt of written notice to that effect to it by the Landlord (provided that should that breach be one which is not reasonably capable of being remedied within the said period of 14 (fourteen) days, then the Tenant shall be allowed such additional period as is reasonably required therefor); or
      10. breach any of the terms or conditions of this Lease Agreement and thereafter again breach any term or condition of this Lease Agreement (whether the same term or condition or not) within a period of 12 (twelve) months after the earlier breach aforesaid; or
      11. commit any act of insolvency; or
      12. pass a resolution to voluntarily begin business rescue proceedings and be placed under supervision in terms of Section 129 of the Act; or an affected person (as such term is defined in Section 128 of the Act) apply to Court in terms of Section 131 of the Act for an order placing the Tenant under supervision and commencing business rescue proceedings; or
      13. be placed in liquidation, whether provisional or final and whether voluntary or compulsory, or should application be made for the Tenant’s liquidation and the Tenant be placed into provisional or final liquidation pursuant to such an application,

then and in any of such events the Landlord shall, without prejudice to its right to damages or to its right to cancel or evict the Tenant from the Leased Premises claim amounts due by the Tenant or to any other claim of any nature whatsoever that the Landlord may have against the Tenant as a result thereof –

1. be entitled to cancel this Lease Agreement, or
2. in the case of sub-clause [28.1.9](#_bookmark48) above, to remedy such breach and immediately recover the total cost incurred by the Landlord in so doing from the Tenant, or
3. elect that, by virtue of the Tenant’s factual occupation of the Leased Premises, thereafter, the Tenant shall continue to be bound for the full period of the Lease Agreement and on the same terms and conditions contained herein, save that the Landlord shall be entitled to terminate the Lease Agreement by giving 1 (one) month’s written notice to the Tenant without prejudice to the Landlord’s claim for arrears of rent and other charges and damages which it may have suffered by reason of the Tenant’s breach of contract.
   1. While the Tenant remains in occupation of the Leased Premises and irrespective of any dispute between the parties, including, but not being restricted to, a dispute as to the Landlord’s right to cancel this Lease Agreement, then –
      1. the Tenant shall continue to pay all amounts due to the Landlord in terms of this Lease Agreement on the due dates;
      2. the Landlord shall be entitled to recover and accept those payments but the acceptance by the Landlord of those payments shall be without prejudice to and shall not in any manner whatsoever affect the Landlord’s claim to cancellation of this Lease Agreement or for damages or claim of any other nature whatsoever.

Should the dispute between the Landlord and Tenant be determined in favour of the Landlord, then the payments made to the Landlord in terms of this sub-clause shall be regarded as amounts paid by the Tenant on account of the loss and/or damages sustained by the Landlord as a result of the holding over by the Tenant of the Leased Premises.

* 1. In the event of the Landlord instructing its attorneys to take measures for the enforcement of any of the Landlord’s rights under this Lease Agreement, the Tenant shall pay to the Landlord such collection charges, tracing fees and other legal costs, on an attorney and client basis, as shall be lawfully charged by such attorneys to the Landlord, on demand made therefor by the Landlord.
  2. The Tenant hereby consents in terms of Section 45 of the Magistrate’s Courts Act of 1944 (or any similar section in an Act replacing that Act) to the jurisdiction of the Magistrate’s Court for the purpose of any proceedings in terms of or incidental to this Lease Agreement, provided that the Landlord, at its option, shall have the right to institute proceedings in any division of the High Court having jurisdiction, and in the event of the Landlord electing to institute proceedings in the High Court, then the costs shall be determined on the scale applicable to the High Court.
  3. A certificate signed by a director, company secretary, credit manager or internal accountant of the Landlord or the Landlord’s qualified consultant or agent shall be apparent proof of the amount of any indebtedness owing by the Tenant to the Landlord at any time and also of the fact that the due date of payment of the whole or, as the case may be, any portion of that amount has arrived.
  4. Should the Lease Agreement be cancelled or terminated at any time prior to the expiry date, for any reason whatsoever, the Tenant shall refund to the Landlord a *pro rata* portion of the leasing agent's commission calculated at the ratio that the unexpired period of the Lease Agreement bears to the total period of the Lease Agreement, within 7 (seven) business days of the date of such cancellation or termination.
  5. Should the Tenant remain in occupation of the Leased Premises (with or without the Landlord’s consent) and without concluding a written agreement, if applicable, after the Termination Date, the Lease Agreement shall continue on a monthly basis, however, the basic monthly rental (notwithstanding what is recorded elsewhere in this Lease Agreement) shall escalate by 20% (twenty percent) compounded, added to the rental payable at the last month of the Lease Agreement term. The aforegoing shall be without prejudice to any rights of the Landlord in terms of this Lease Agreement or in law and shall not constitute a

tenancy other than on a monthly basis as recorded herein.

# COSTS

* 1. In the event that the Tenant makes payment of the rentals and other charges due to the Landlord, by way of a debit order/cheque, then without prejudice to any of the Landlord’s rights, the Tenant shall pay to the Landlord for each and every debit instruction/cheque payment that is dishonoured or returned by the Tenant’s bankers, bank charges debited to the Landlord plus an administration fee of 10% (ten percent) of the amount of such charges.
  2. On or before the Beneficial Occupation Date or the Commencement Date (whichever is the earlier) of this Lease Agreement, the Tenant shall pay to the Landlord the amount stipulated in Item 16 of the Schedule.

# PARKING

* 1. Any parking space or spaces in the Building or on the Property, whether designated or undesignated, are accepted by the Tenant on the express condition that the allocation and designation of all parking area/s and bay numbers as well as the hours relevant to such parking shall be in the absolute discretion of the Landlord.
  2. Any parking space or spaces allocated shall be used solely for the parking of a motor vehicle and for no other purpose whatsoever.
  3. The Landlord does not undertake that the local authority or itself shall not levy a charge for such parking.
  4. The Landlord shall at times have the right to control the parking areas in the Building or on the Property and to change the allocation of parking spaces and arrangements or driveways, to restrict parking by Tenants, their officers, agents and employees, to close temporarily all or any portion of the parking areas, to discourage and restrict non-customer parking and generally control and do such acts in regard to the said areas as in the judgement of the Landlord shall be advisable and/or beneficial to the tenants of the Building as a whole and for the improvement, convenience and use thereof by tenants and customers provided that the decisions as to the proper use and control of the parking areas shall be in the sole discretion of the Landlord, who shall in addition, be entitled to make and enforce rules and regulations in regard to the proper operation, maintenance and control of such parking areas and driveways. The Tenant further undertakes that it shall not cause or permit vehicles belonging to, or used by it or its directors, shareholders, principals, employees, contractors, suppliers or servants, to be parked in the customers' or clients' parking areas or driveways, and no obstruction shall be placed, or be permitted to be placed by it or its directors, shareholders, principals, employees, contractors, suppliers or servants in the said driveways which may in any way interfere with their use. If the Tenant, its directors, principals and employees park their cars on any portion of the Property other than the designated parking areas, then the Tenant hereby authorises the Landlord and/or its agent to tow away from the Property any of the Tenant’s cars and/or to clamp any of the wheels of such cars, or cars belonging to the Tenant’s directors, principals or employees at the Tenant’s cost and/or to attach violation stickers or notices to such cars.
  5. All parking facilities in the Building or at the Property used by the Tenant, its directors, shareholders, principals, employees, contractors, suppliers or servants shall be used entirely at their own risk, and the Tenant further agrees that it shall have no claim against the Landlord, its servants or agents arising from any cause whatsoever, and the Tenant further indemnifies the Landlord, its servants or agents, arising out of the use by the Tenant, his directors, principals, employees, contractors, suppliers or servants of the parking facilities in the Building and/or Property.
  6. The Tenant, its employees, contractors, suppliers or servants shall not use the parking areas allocated to customers, clients or visitors.
  7. The Tenant shall only have the right to park in the Building during the official parking hours stipulated by the Landlord, unless otherwise agreed to by the Landlord in writing.
  8. If coded cards are required to operate the parking system in the Building, a non-refundable levy shall be payable on each coded card issued. In the event of the cards being lost, a replacement charge per card shall be levied and in the event of the cards not being returned by the Tenant upon it relinquishing the use of the cards, a charge per card shall be levied on each card not returned. These charges shall be subject to increase from time to time. Value Added Tax at the prevailing rate shall be added to the amounts referred to in this clause and shall be payable by the Tenant.
  9. The Landlord shall have the right to formulate parking rules and regulations in the Building from time to time and the Tenant undertakes to comply with such rules and regulations.

# LOADING ZONES

* 1. All loading, delivery and unloading of goods, merchandise, supplies and fixtures to and from the Leased Premises shall be done only at such times, in the areas and through the entrances designated for these purposes by the Landlord from time to time and shall be subject to such rules and regulations as in the discretion of the Landlord are necessary for the proper administration of the Leased Premises, the Building and/or the Property.
  2. The Tenant shall ensure that vehicles driven or used by it or its directors, shareholders, principals, servants, contractors, suppliers or invitees shall not obstruct the free flow of traffic, the entrances or exits of the driveway(s) or the pedestrian entrances to the Building and/or Property or any premises therein.

# REASONABLENESS OF WITHHOLDING CONSENT

If there is a dispute between the Landlord and the Tenant as to whether the Landlord has unreasonably withheld its consent or approval in any case where this Lease Agreement precludes the Landlord from withholding its consent or approval unreasonably, the onus shall be on the Tenant to prove that the Landlord has withheld its consent or approval unreasonably.

# LIABILITY OF PARTNERS

If the Tenant is a partnership then by their signature hereof, the individual partners of the Tenant bind themselves, both as a partnership and jointly and severally as individuals, for all the Tenant’s obligations to the Landlord under or arising out of this Lease Agreement. Similarly, joint Tenants shall be jointly and severally liable for all their obligations as Tenants under or arising out of this Lease Agreement.

# NATURAL PERSON

* 1. Where the Tenant is a natural person and where such Tenant dies during the currency of this Lease Agreement or any extension thereof, the Landlord may either –
     1. by giving 1 (one) calendar month’s written notice addressed to estate late of the Tenant and delivered to the *domicilium citandi et executandi* cancel the Lease Agreement and resume possession of the Leased Premises, without prejudice to its claim for arrear rental and costs and other amounts owing hereunder or for damages which may be owing to it in terms of the Lease Agreement;

or

* + 1. vary the Lease Agreement by making it terminable on 1 (one) calendar month’s written notice addressed to the estate late of the Tenant and delivered

to the *domicilium citandi et executandi.*

# UNITED NATIONS GLOBAL COMPACT PRINCIPLES

* 1. The Parties agree to:
     1. comply, support and respect the protection of internationally proclaimed human rights;
     2. comply with labour laws and fair labour practice;
     3. be sensitive to and avoid any service or product that results from forced, compulsory or child labour;
     4. support a precautionary approach to environmental challenges at the Leased Premises, the Building and Property and to participate in initiatives to promote greater environmental responsibility such as recorded in clause [7.7;](#_bookmark13)
     5. encourage the development and expansion of environmentally friendly technologies and strategies;
     6. comply with all applicable anti-corruption and anti-bribery laws, including the prohibition of the payment of commercial or private bribes which could act as an inducement or a reward for any act or failure to act connected with this Lease Agreement, or any other agreement between any member of the Landlord or Tenant.

# GENERAL

* 1. This Lease Agreement incorporates the entire agreement between the Landlord and the Tenant and no alteration, consensual cancellation or variation hereof shall be of any force or effect unless it is in writing and signed by both the Landlord and the Tenant who hereby acknowledge that no representations or warranties have been made by either the Landlord or the Tenant, nor are there understandings or terms of lease, other than those set out herein.
  2. No relaxation or indulgence which the Landlord may show to the Tenant shall in any way prejudice the Landlord’s rights hereunder and, in particular, no acceptance by the Landlord of rent after due date (whether on one or more occasions) nor any other act or omission by the Landlord including, without limitation, the rendering of accounts after due date, shall preclude or stop it from exercising any rights enjoyed by it hereunder by reason of any subsequent payment not being made strictly on due date. Unless otherwise stated by the Landlord in writing, the receipt by the Landlord or its agents of any rent or other payment shall in no way whatsoever prejudice or operate as a waiver, rescission or abandonment of any cancellation or right of cancellation effected or acquired prior to such receipt. The Landlord shall be entitled in its sole discretion to appropriate any amounts received from the Tenant towards the payment of any cause, debt or amount whatsoever owed by the Tenant to the Landlord.
  3. Unless inconsistent with the context or where it is agreed to otherwise, wherever in this Lease Agreement or any annexure thereto provision is made for the furnishing of a certificate or for a decision to be made by the Landlord’s architect, quantity surveyor, qualified consultant or auditor, then and in such event such architect, quantity surveyor, qualified consultant or auditor shall act as an expert and not as an arbitrator.
  4. Should any one or more of the provisions of this Lease Agreement be unenforceable, then the remaining provisions, which are not affected, shall be of full force and effect.
  5. It is recorded that the Landlord has the right in its sole discretion to change the name of the Building on 1 (one) calendar month’s written notice to the Tenant.
  6. The Tenant warrants that there are no general or special notarial bonds registered over such of his movable goods as are situated upon the Leased Premises. The Tenant furthermore undertakes that he shall not cause any general or special notarial bonds to be registered over its movable goods which are situated upon the Leased Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.
  7. The Tenant undertakes by its signature hereunder to provide any and all documentation necessary to the Landlord for the Landlord’s compliance with the requirements of the Financial Intelligence Centre Act (number 38 of 2001). In the event that the Tenant fails to provide such documentation (or any aspect thereof), the Tenant hereby indemnifies the Landlord against any and all penalties which the Landlord may suffer as a result of such failure to comply.

# CONSENT TO CREDIT VERIFICATION *INITIAL*

* 1. The Tenant irrevocably consents to the Landlord and/or its agents requesting any information available on any credit bureau regarding the Tenant and or its sureties from time to time.
  2. This consent includes (but is not limited to) that the Landlord and/or its agents, as the case may be, may:
     1. perform a credit search on the Tenant’s and/or sureties credit profiles with more than one registered credit bureau at any time during the currency of this Lease Agreement;
     2. should the Tenant fail to meet its commitments in terms of this Lease Agreement, record the Tenant’s non-performance to any credit bureau;
     3. request a report where the Landlord and/or its agents are monitoring the Tenant’s payment behaviour by researching the Tenant’s profile;
     4. use any new information and data obtained from any registered credit bureau in respect of future applications to Lease Agreement (if applicable);
     5. record the details in respect of the Tenant’s account with any registered credit bureau;
     6. record and transmit details of the Tenant’s performance in terms of this Lease Agreement and to any registered bureau how the account is conducted by the Tenant in meeting its obligations in terms of this Lease Agreement.
  3. The Landlord will give the Tenant 20 (twenty) business day’s written notice prior to forwarding the details as set out above to any registered credit bureau.

# LIMITATION OF LIABILITY – GROSS NEGLIGENCE *INITIAL*

Notwithstanding any provision contained in this Agreement, same shall not limit or exempt liability attributable to gross negligence.

# INFORMATION AND DATA SECURITY MEASURES

* 1. In this clause, the terms "**Personal Information**" and "**Processing**" have the meanings assigned to them in the Protection of Personal Information Act 4 of 2013 (“**POPI**”).
  2. General
  3. The Landlord shall –
     1. only Process Personal Information in accordance with the applicable laws and in terms of this Lease Agreement;
     2. not disclose or otherwise make available the Personal Information to any third party (including sub-contractors and staff) other than authorised personnel or third parties who require access to such Personal Information strictly in order for the Landlord to operate its business or to adhere to its obligations to the Tenant, unless the Tenant has provided its prior written permission to do so to the Landlord;
     3. ensure that all persons that have access to the Personal Information are bound by appropriate and legally binding confidentiality and non-use obligations in relation to the Personal Information; and
     4. take appropriate, reasonable, technical, and organisational measures to ensure that the integrity of the Personal Information in its possession or under its control is secure and protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure, or access.
  4. Information collected by the Landlord
     1. The Tenant agrees that the Landlord may collect, store and any information about the Tenant required by the Landlord to conduct its operations and any other information required in terms of this Lease Agreement.
     2. It is the Tenant’s responsibility to obtain the necessary consent from a third party prior to submitting a third party’s Personal Information to the Landlord, and the Tenant accordingly warrants that any such consent has been obtained in respect of any Personal Information provided to the Landlord.
  5. Notification of a Personal Information security breach
     1. The Landlord shall –
        1. notify the Tenant in writing, immediately if it becomes aware or has reasonable grounds to believe that the Personal Information of the Tenant has been accessed or acquired by an unauthorised person, and take all appropriate steps to limit the compromise of Personal Information and to restore the integrity of the affected information systems as quickly as possible;
        2. as soon as reasonably possible thereafter, engage with any persons who may be appointed by the Landlord to discuss the security breach, to report all relevant facts relating to the compromise and steps to be taken to mitigate the extent of the compromise and loss occasioned by the compromise; and
        3. provide the Tenant with details of the Personal Information affected by the compromise, including but not limited to, the nature and extent of the compromise, and, where possible, details of the identity of the unauthorised person/s who are known to or who may reasonably be suspected of, having accessed or acquired the Personal Information.
     2. Immediately upon notifying the Tenant as set forth in clause 39.5.1.1, the Landlord shall –
        1. at its own cost, take all necessary steps to mitigate the continuation of the compromise, the repetition of a similar compromise, and mitigate the extent of the loss occasioned by the compromise of the Personal Information; and
        2. implement all measures reasonably necessary to restore the integrity of the Landlord’s information system

# ANNEXURE B TENANT'S RESOLUTION

(Registration Number ) (the " ")

# EXTRACT OF A RESOLUTION OF THE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ OF THE \_\_\_\_\_\_\_\_\_\_\_\_\_

**PASSED AT \_ ON THE DAY OF 20**

RESOLVED :

1. THAT the Company enters into a Lease Agreement with **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, substantially upon the terms and conditions of the agreement submitted to and approved by the of the

.

RESOLVED FURTHER :

1. THAT acting in his/her capacity as of the , be and is hereby authorised and empowered to -
   1. negotiate the final terms and conditions of the agreement referred to in the preceding resolution;
   2. sign the said agreement and all other deeds or documents which may be necessary for the implementation of the abovementioned agreement; and
   3. generally do everything that may be necessary for the implementation of the abovementioned agreement,

and any agreement, deeds or documents signed by the said acting under authority of this and the preceding resolution, will conclusively be deemed to be the agreement, deeds and documents authorised by this and the preceding resolution.

CERTIFIED A TRUE COPY

CHAIRMAN

# ANNEXURE C

DEED OF SURETYSHIP (the "**DEED**")

1. I/we, the undersigned, **(Identity Number: )** of

# , , , \_ and

**,** do hereby bind myself/ourselves, as surety and co-principal debtor/s in the true sense as more fully described in clause 4 hereunder together as one with the tenant as identified below in whole (*in solidum*), unto and in favour of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (hereinafter referred to as the "**LANDLORD**") for the due and punctual payment of all monies and the performance of all obligations (including the payment of damages) which may hereafter become due, owing or payable to the LANDLORD by **(Registration Number: )** (hereafter referred to as the "**TENANT**") arising out of the Lease entered into, or about to be entered into, between the LANDLORD and the TENANT for the hire of the Leased Premises described as **, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (the "**LEASE**").

1. I/We agree furthermore as follows -
   1. All admissions or acknowledgements of indebtedness by the TENANT will bind me/us; and the LANDLORD may at any time, in its sole and absolute discretion, without reference to me/us, and without releasing me/us from any liability in terms hereof, do all or any of the following namely -
      1. give any extension of time to the TENANT;
      2. grant any indulgence whatsoever to the TENANT;
      3. compound or make any other arrangement, including any compromise, with the TENANT;
      4. release any one or more of us (if there is more than one) from any other surety, guarantee, indemnification or any security of whatever nature given to be LANDLORD by or on behalf of the TENANT;
      5. vary or supplement, by agreement with the TENANT, any of the terms of the LEASE, and any such variation or supplement will vary the obligations of me/us to the LANDLORD accordingly; and/or
      6. apply any amount received from the TENANT, in the LANDLORD's absolute discretion, to any debt of the TENANT to the LANDLORD.
2. I/We agree that in the event of the insolvency of the TENANT -
   1. I/We will not be entitled to prove a claim against the TENANT, whether actual or contingent,

until such time as all amounts due to the LANDLORD, including capital and interest, will have been paid in full; but

* 1. the LANDLORD will be entitled to prove a claim against the TENANT for the full amount of its indebtedness to it; and
  2. any payment of dividends of whatsoever nature to which I/we will become entitled will accrue and belong to the LANDLORD and this DEED will operate as a cession to the LANDLORD of such dividends.

1. I/We agree that in the event of deregistration of the TENANT I/we will remain liable as co- principal debtor in the true sense of the word jointly and severally the one paying the other to be absolved.
2. Should I/we at any time in defending any action based on this DEED, allege that –
   1. no money was paid over by the LANDLORD, and/or
   2. there is no reason or cause for the obligations of the TENANT and/or
   3. errors have been made in the calculation of the amount claimed, then the onus of proving such a defense will rest on me/us.
3. I/We hereby renounce the benefits of the legal exceptions stated below, the full force, meaning and effect of which I/we declare that I/we am/are fully acquainted with:
   1. excussion - by renouncing this benefit, I/we understand that the LANDLORD become/s entitled to sue me/us for the full amount owing under this DEED without first proceeding against the TENANT;
   2. division - by renouncing this benefit, I/we understand that where there is more than one surety for the TENANT’S obligations, the LANDLORD will be entitled to sue each surety for the full amount owing under this suretyship and not only for a pro rata share;
   3. cession of action - by renouncing this benefit, I/we understand that the LANDLORD become/s entitled to sue me/us without first ceding the LANDLORD’S right of action against the TENANT to me/us;
4. I/We hereby select as my/our address for the service of all notices, letters and legal process in terms of this DEED the address set out above; and all notices required to be given in terms of this DEED will be considered duly given if posted to my/our said address for service of documents and notices (*domicilium citandi et executandi*).
5. This DEED will remain of full force and effect until cancelled in writing by the LANDLORD.
6. I/We agree that a certificate under the hand of a financial manager the LANDLORD of the LANDLORD (either of whose appointment it will not be necessary to prove), certifying the indebtedness of the TENANT to the LANDLORD at that stage, (1) will be *prima facie* proof of the amount certified therein (true at face value); and (2) will be sufficient to enable the LANDLORD to

obtain provisional sentence or summary judgment against me/us in any competent court.

1. I/We agree that the LANDLORD will be entitled, at its option, to institute any legal proceedings which may arise out of or in connection with this DEED in any magistrates' court having jurisdiction in respect of our persons; and I/we hereby consent to such jurisdiction notwithstanding that the amount or value of the claim may exceed the jurisdiction of the magistrates' court. In the event of the LANDLORD electing to institute action in the high court, then I/we will be responsible for payment of costs on the relevant scale, subject however to the provisions of clause 14 below.
2. I/We have a material interest in securing the indebtedness covered by this DEED which is entered into for my/our direct or indirect benefit.
3. The LEASE binds or will bind the TENANT in all respects, and all resolutions, signatures and powers of attorney with regard thereto have and/or will have been taken, given and executed properly.
4. Should there be any breach of the warranties contained in this DEED, I/we will assume all liabilities which the LEASE purported to impose on the TENANT, those relevant provisions of the LEASE equally applying to me/us as adjusted for the context (*mutatis mutandis*).
5. I/We hereby undertake to pay the legal costs of any action which the LANDLORD may institute against me/us in terms of this DEED on a full indemnification basis, failing which, on an attorney and client scale, together with collection costs and commission.
6. Should any of the persons intended to be sureties in terms of this DEED fail to sign, or having signed, not be bound or be released, then the remaining signatories will remain bound as if they are the sole sureties.
7. I/We agree that notwithstanding the possible insolvency of the TENANT, and any consequent termination by the liquidator/trustee of the TENANT of the LEASE that I/we will still remain bound in terms of this DEED.
8. I/We acknowledge that in the event of the TENANT being a company or a close corporation and converting from a company to a close corporation, or the other way around (*vice versa*), or at any time thereafter converting to either a company or a close corporation, as the case may be, I/we will still remain bound under this DEED.
9. In the event of any surety hereto being a natural person, they warrant that they are married out of community of property; or that, if married in community of property, their spouse has consented in writing hereto by the Matrimonial Property Act No.88 of 1984.
10. If any dispute arises between the TENANT and the LANDLORD wherein the LANDLORD contends that any amount owing by the TENANT to the LANDLORD is due and owing, and the TENANT contends that the debt is not due or is not owing, I/we will accept the LANDLORD's written contention that such debt is due and owing. In such event I/we will forthwith pay to the LANDLORD the sum or sums which the LANDLORD contends is/are due and owing to the

LANDLORD by the TENANT, on condition that the LANDLORD will repay to me/us such sum or sums if a court of competent jurisdiction finally determines (including, any appeals) that the TENANT'S contentions were correct, which payment/s will be repaid free of interest.

1. No cancellation, variation or modification of this DEED and no waiver of the LANDLORD's rights hereunder will be binding on the LANDLORD, unless reduced to writing and signed by the LANDLORD.
2. I/We record that this DEED was at the date of signature by me/us complete in all respects.
3. I/We agree that each provision and clause of this DEED is severable from the other and if any provision or clause is found to be defective or unenforceable for any reason the remaining provisions and clauses will be and continue to be of full force and effect.
4. I/We hereby grant permission to the LANDLORD to conduct credit checks in respect of the me/us with any registered credit bureau in order to obtain consumer credit information relating to the me/us, including, but not limited to mine/our credit history, financial history and identity, throughout the currency of this DEED or any renewal or negotiation thereof. I/We hereby indemnify and hold the LANDLORD harmless against all and any claims whatsoever and howsoever arising as a result of the aforesaid credit check.

|  |  |
| --- | --- |
| **SURETY (SIGNATURE REQUIRED ABOVE)**  Duly Authorised  Name: .........................................................  Identity  Number: .........................................................  Designation: .........................................................  Date: ......................................................... | **SURETY'S SPOUSE (IF APPLICABLE SIGN ABOVE)**  Duly Authorised  Name: .........................................................  Identity Number: ......................................................  Date: ......................................................... |
| **WITNESS 1 (SIGNATURE REQUIRED ABOVE)**  Name: .........................................................  Identity Number: ...................................................... | **WITNESS 2 (IF APPLICABLE SIGN ABOVE)**  Name: .........................................................  Identity Number: ...................................................... |

# ANNEXURE D

**SECURITIES: DEBIT ORDER**

|  |  |
| --- | --- |
| **INSTRUCTION FROM** | |
| ENTITY NAME: |  |
| TRADE NAME: |  |
| PHYSICAL ADDRESS: | **, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| TENANT TELEPHONE NUMBER: |  |
| REFERENCE NUMBER FOR PAYMENTS: |  |
| DATE OF INSTRUCTION: | **01 202** |
| **INSTRUCTION TO** | |
| ENTITY NAME: |  |
|  |  |

Dear Sirs

With reference to my/our Lease dated with **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (the "**Landlord**"), I/We, as Tenant, hereby agree to pay all amounts due in terms of my/our Lease by means of a debit order according to the terms set out hereunder.

1. The details of my/our current bank account are as follows:

|  |  |
| --- | --- |
| Name of Account Holder: |  |
| Name of Bank: |  |
| Name of Branch: |  |
| Branch Code: |  |
| Account Number: |  |
| Type of Account: |  |

1. The Tenant hereby irrevocably and in its own interest (*in rem suam*) for the entire period of the Lease authorises the Landlord, represented by **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, to claim against its current/savings account with the deposit taking institution detailed above or any other deposit to which the tenant transfers to its account or opens an account for any amount equal to the Basic Rental and any other charges payable in respect of this Lease, on the first day of each and every month commencing on the Commencement Date.
2. All such withdrawals from the Tenant’s account by the Landlord will be treated as though they had been signed by the Tenant personally.
3. The Tenant acknowledges that the withdrawals hereby authorised may be processed by computer through the system known as the ACB Magnetic Tape Services.
4. The Tenant will pay any bank charges relating to this institution.
5. The Tenant undertakes to deliver to the Landlord on demand a cancelled cheque or any other documents necessary to enable the Landlord to act under this authority.
6. The Tenant will not be entitled to close the bank account without advising and furnishing the Landlord with proof that the Tenant has opened another current/savings account with the same or another deposit taking institution.
7. The Landlord will not be obliged to act under this authority at any time but if elects not to do so, it will notify the Tenant in writing, whereupon the Tenant will be obliged to make payment of the rent in such other reasonable form as the Landlord may stipulate for so long as the Landlord so stipulates.
8. The Tenant acknowledges that its bank will be and remain its agent.
9. The Landlord will not be obliged to accept payment in terms of this authority after the due date of payment.
10. The Tenant undertakes to deposit to the aforesaid account sufficient funds from time to time to cover the amount payable by it to the Landlord in terms of the Lease Agreement.
11. The Tenant acknowledges that this instruction will not in any way be construed as overriding the terms of the Lease Agreement. If there is any conflict between the terms of the Lease Agreement and this order, the Lease Agreement will prevail.
12. Generally for affecting the purpose aforesaid, the Landlord will have the power to do or cause to be done whatsoever will be requisite as fully and effectually for all intents and purposes as the Tenant might or could do if personally present and acting herein – hereby ratifying and confirming all and whatsoever the tenants attorneys and agents will lawfully do or cause to be done, by virtue of these present.
13. The Tenant hereby agrees that, should it enter into a further agreement of lease with the Landlord in respect of premises within the same building of which it was a Tenant at the date of signature hereof and subsequently relocates to or occupies such premises, the terms of this instruction will apply with the necessary changes having been made (*mutatis mutandis*).

|  |  |
| --- | --- |
| **ACCOUNT SIGNATORY/IES**  Duly Authorised  Name: .........................................................  Identity / Registration  Number: .........................................................  Designation: .........................................................  Date: ......................................................... | **WITNESS**  Name: .........................................................  Identity Number: ...................................................... |

# ANNEXURE E

**BANK GUARANTEE EXAMPLE**

**EXAMPLE TO BE GIVEN TO BANK**

**PLEASE NOTE THAT THE LANDLORD DOES NOT ACCEPT**

**ESCAPE CLAUSES IN THE BANK GUARANTEE**

**TO\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**TRANSACTION NO.**

**DATE \_\_**

**LEASE GUARANTEE BETWEEN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Landlord) AND**

**(Registration No: ) (Tenant)**

We, Bank of South Africa Limited, Registration Number

(“the Bank”), advise that we are holding the sum of **R ( )** (“the Guaranteed Amount”) on behalf of

(“the Tenant”) at the disposal of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (“the Landlord”) for the Lease Agreement of certain premises situated at **, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (“the Lease Agreement”). The Bank will pay on receipt of a first written demand from the Landlord, stating that the amount is due and payable and that the Tenant is in breach of the Tenant’s obligations under the Lease Agreement, provided that the claimed amount will be payable up to the maximum of the Guaranteed Amount.

The Bank’s liability under this Guarantee is principle in nature and is not subject to any agreement. The Bank’s liability shall not be reduced or in any way be affected by any alteration of any agreements entered into, or to be entered into, with the Landlord.

The Bank will pay upon demand and will not determine the validity of the demand or the correctness of the amount demanded or become party to any claim or dispute of any nature which any party may allege.

This Guarantee is issued in favour of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** and/or its successors in title. This Guarantee is neither negotiable nor transferable, is restricted to the payment of a sum of money only and is limited to the Guaranteed Amount save event that the property which is the subject of this Guarantee is sold, in which event the Landlord or its successor in title may, in terms of the Lease Agreement referred to herein, request the Bank in writing to transfer this Lease Guarantee to the new Landlord or the Landlord’s successor/s in title.

The Bank undertakes, upon receipt of such written request, to assist the new Landlord or the Landlord’s successor/s in title, to transfer the Guarantee.

This Guarantee will expire on being three (3) calendar months after the termination of the Lease Agreement, or upon payment of the Guaranteed Amount in full by the Bank, whichever event occurs first, and no further claims will then be considered.

The Bank may at any time withdraw from this Guarantee by giving three (3) months written notice and make payment of the Guaranteed Amount by way of EFT into the following account or any other account as advised by a duly authorized representative of the Landlord in writing upon which the Original Guarantee will be returned by the Landlord:

Account Holder : \_ Bank : Branch Code : Account number :

Payment will only be made at the branch of the Bank and against return of this original Guarantee by the Landlord or the Landlord’s duly authorised agent.

The original Guarantee must be returned to the Bank, either against payment of the Guaranteed Amount or expiry thereof.

Any change to the terms and/or conditions of this Guarantee must first be agreed to in writing by the Landlord, the Tenant and the Bank.

# FOR: BANK OF SOUTH AFRICA LIMITED

**at on**

**\_\_ (Authorised Signatory) (Authorised Signatory)**

**AS WITNESSES** :

1.

2.

# ANNEXURE F

**RIGHT OF RENEWAL**

The Tenant has the right to renew the lease for a further period of ( ) years provided that:

* 1. such right is exercisable only by the Tenant giving notice in writing to the Landlord of such exercise at least six (6) months prior to the termination of the initial period, and
  2. if not so exercised such right shall lapse, and
  3. such right is subject to the Tenant having complied with all obligations imposed by this lease, and
  4. during the option period all terms and conditions shall be in compliance with the Landlord’s then standard letting policy, and
  5. the monthly rental and annual rental escalations shall be subject to mutual agreement; failing which agreement the commencing monthly rental shall be the market rent for similar premises payable by a willing Tenant to a willing Landlord at such time, and
  6. there shall be no further right of renewal, and
  7. should the monthly rental payable during the renewal period not have been agreed by the date on which the initial period terminates, and unless either party shall have given written notice to the other at any time prior to such date to the contrary, the lease shall nevertheless continue after such date on all the terms and conditions thereof subject to termination at the instance of either party on one month’s written notice to the other.

# ANNEXURE G

**TENANT INSTALLATION**

1. **INTERPRETATIONS**

In this Annexure:

|  |  |
| --- | --- |
| 1.1. *“Tenant Installation Date*” | means , which date the Tenant shall commence with the Tenant Installation of the Leased Premises; |
| 1.2. *“Tenant Installation Period”* | means **\_\_\_ days** in which the Tenant has to complete the Tenant Installation of the Leased Premises; |
| 1.3. *“Commencement Date”* | **01 202** |
| 1.4. *“Tenant Installation Allowance”* | **R )** which is a monetary contribution made by the Landlord to the Tenant in order to refurbish or alter the Leased Premises. The allowance is to be used for: construction, electrical work, flooring, plumbing, joinery, window coverings, project management fees and design fees only. This allowance specifically excludes data cabling costs (but will provide for the provision of data cabling conduits) and furniture. |

# THE TENANT INSTALLATION

* 1. The Landlord shall provide a Tenant Installation Allowance in the maximum amount set out in clause [1.4](#_bookmark59) above towards the Tenant Installation, provided that the Landlord’s standard specifications therein having been complied with by the **Tenant** and all requirements of clause

[3.2](#_bookmark3) of the Standard Terms and Conditions of the Lease Agreement have been met, together with the receipt of the following:

* + - 1. proof that the Tenant Installation has been effected;
      2. as built plans being delivered to the Landlord;
      3. invoice/s from the Tenant referring to tenant installation which must be certified and approved by the Landlord;
    1. copies of contractor’s invoices specifying the costs of each item installed at the Leased Premises;
    2. relevant local authorities approval of all design drawings and as built plans.
  1. The Tenant shall comply with all the statutory requirements, including but not limited to the Occupational Health and Safety Act (as amended) during the Tenant Installation Period, any installation and while occupying the Leased Premises and have the Landlord. The Tenant shall, at its cost, procure a Certificate of Electrical Compliance and Occupation Certificate.
  2. All Items installed with the Tenant’s Installation Allowance shall at the sole election of the Landlord at the termination, assignment or cession of this Lease Agreement, remain the property of the Landlord.
  3. The Tenant shall not be entitled to receive any benefit in cash or in any other manner whatsoever in respect of any balance left of the Tenant Installation Allowance which is not spent by the Tenant on the Tenant Installation.
  4. It is specifically recorded that in the event that the whole Tenant Installation Allowance is not utilised by the Tenant by **\_\_** , the Tenant shall forfeit the Tenant Installation Allowance and the Landlord shall not pay all or any balance of the Tenant Installation Allowance, as the case may be, to the Tenant.
  5. The Tenants Installation shall be executed in accordance with the as built plans which includes, but is not limited to, office layout, artist impression and specifications) approved by the Landlord in writing, prior to any Tenant Installation being executed. Such drawings are to be of a suitably high standard and if electronic, in a format accessible to the Landlord and the Landlord’s qualified consultant.
  6. In order to ensure quality of workmanship and conformity, the Tenant Installation shall be carried out by contractors and subcontractors nominated by the Tenant and approved by the Landlord in writing. The Tenant shall ensure that the aforesaid contractors and sub- contractors shall comply with the Landlord’s reasonable rules and regulations regarding safety, administration and co-ordination of the Tenant Installation.
  7. It is specifically recorded that the Tenant will employ a qualified consultant and/or interior designer to design the layout of the Leased Premises and prepare drawings for the Landlord’s written approval prior to the fit-out of the Leased Premises. Any delays in this regard shall constitute a material breach.
  8. Should a dispute arise as to when the Leased Premises are in fact ready for occupation or as to the Commencement Date of this Lease Agreement, then a certificate issued by the Landlord’s qualified consultant in regard to such a dispute shall be final and binding on the parties.
  9. The Tenant:
     1. acknowledges that the express or implied approval by the Landlord of the as built plans shall not amount to a warranty or representation of the adequacy or suitability thereof and the Landlord shall not be responsible for any faults or defects therein;
     2. shall ensure that the Tenant's work shall be executed in accordance with any applicable law or requirement of any public or controlling authority;
     3. undertakes that materials and workmanship shall be of a uniformly high quality used and/or performed in accordance with the very best standards of practice;
     4. shall effect insurance to the Landlord’s requirements indemnifying the Landlord and the Tenant against any damage however caused to any of the work referred to in or to any third party as a result of the building operations in connection with the work. The Tenant shall, if called upon by the Landlord to do so, furnish written proof of such insurance cover;
     5. shall be liable to pay to the Landlord any additional municipal rates and taxes and/or fire insurance premiums and/or any other additional costs levied or charged as a result of the work;
     6. shall be responsible for the security of the Leased Premises.

# EARLY TERMINATION

* 1. In the event that the Tenant commits a breach of this Lease Agreement leading to its cancellation or early termination, the Tenant shall be required, on demand, to pay to the Landlord a portion of the Tenant Installation Allowance. Such portion shall be determined as follows:-

A x (B ÷ C) = D where:-

“A” is the Tenant Installation Allowance and if applicable the monetary equivalent of the rent- free period given to the Tenant in lieu of the Tenant Installation;

“B” is the unexpired portion of this Lease Agreement (in months) as at the date of the of the Tenant’s breach of this Agreement;

“C” the duration of this Lease Agreement in months; and

“D” is the amount the Tenant must pay to the Landlord upon termination or cancellation of the Agreement

# ANNEXURE G

**TENANT INSTALLATION CARRIED OUT BY LANDLORD**

1. The Leased Premises may be fitted out by the Landlord’s and/or its Managing Agent as per the as built plans approved by the Tenant and the Landlord and/or Managing Agent.
2. The Tenant may not give any order or instruction whatsoever to any contractor or sub- contractor who performs work on behalf of the Landlord, except through the designated person at the Landlord and in writing. The Tenant may likewise not attend to any work relating to the installation of the Leased Premises and should the Tenant act in contravention of these provisions, without limitation of any of the Landlord’s rights, any such work, if or if not approved, shall be for the cost of the Tenant and shall not form part of, or be paid from the Landlord’s contribution towards the installation of the Leased Premises as envisaged in [4](#_bookmark60) hereunder.
3. Any amendments or alterations to the plans and/or the installation specifications must be agreed upon in writing and must be signed by both parties. Any increase in installation costs and/or any delays caused by the Tenant's amendments and/or alterations, will be for the cost of the Tenant.
4. The Landlord's contribution to the installation of the Leased Premises will be to a maximum of R (VAT exclusive). The Tenant undertakes to deposit any additional installation costs into the Landlord's Bank Account, the details of which are , Branch Number , Account Number , before the installation of the Leased Premises can commence. **[Banking details to be confirmed]**.
5. The Tenant shall not be entitled to receive any benefit in cash or in any other manner whatsoever in respect of any balance left of the Tenant Installation Allowance which is not spent by the Tenant on the Tenant Installation.
6. The installation of the Leased Premises will be deemed to be completed, if it is substantially completed so that the Tenant may have beneficial use of the Leased Premises for the purpose for which it is let.
7. In the event of a dispute between the parties, a certificate signed by an independent architect or other qualified consultant, will be *prima facie* proof of the fact that the installation of the Leased Premises is completed.
8. The Tenant must inform the Landlord, within 14 (fourteen) days after completion of the installation of the Leased Premises, of any damages or defects in the Leased Premises. Upon receipt of same, the Landlord will repair the defects in the Leased Premises within a reasonable time.

# EARLY TERMINATION

* 1. In the event that the Tenant commits a breach of this Lease Agreement leading to its cancellation or early termination, the Tenant shall be required, on demand, to pay to the Landlord a portion of the Tenant Installation Allowance. Such portion shall be determined as follows:-

A x (B ÷C) = D where:-

“A” is the Tenant Installation Allowance and if applicable the monetary equivalent of the rent- free period given to the Tenant in lieu of the Tenant Installation;

“B” is the unexpired portion of this Lease Agreement (in months) as at the date of the of the Tenant’s breach of this Agreement;

“C” the duration of this Lease Agreement in months; and

“D” is the amount the Tenant must pay to the Landlord upon termination or cancellation of the Agreement

# ANNEXURE H

**PLAN OF PREMISES**

*(for identification purposes only)*

PLAN OF PREMISES TO FOLLOW

# ANNEXURE I

**SPECIAL CONDITION(S)**

**ANNEXURE J**

**LEASE TERM**

**(in case of Tenant being an individual)**

**INITIAL**

Should this Lease Agreement run for a period in excess of 24 (twenty four) months from the date of signature by the Tenant, the Parties agree that such longer period is financially beneficial to the Tenant in that the Landlord is able to offer the Tenant a preferential rental rate on a ***3 (three) year*** lease term.

# ANNEXURE K

**BREACH AND EARLY TERMINATION**

**(in case of Tenant being an individual)**

**INITIAL**

1. Notwithstanding what is recorded in clause [28,](#_bookmark47) the Landlord is entitled to damages in terms of Section 14(3) of the Consumer Protection Act No. 68 of 2008, which damages will be calculated taking into account, amongst other things, the following factors:
   1. the amount which the Tenant is liable for to the Landlord up to the date of cancellation;
   2. the value of the transaction upon cancellation;
   3. the value of the goods that will remain in possession of the Tenant after cancellation.
   4. the value of the goods that will be returned to the Landlord;
   5. the duration of the Lease Agreement as initially agreed between the Parties;
   6. losses suffered or benefits accrued by the Tenant as a result of the Tenant entering into this Lease Agreement;
   7. the nature of the Lease Agreement and all relevant aspects relating to the aforegoing;
   8. the length of the notice of cancellation provided to the Landlord by the Tenant;
   9. the reasonable potential for the Landlord to find an alternative tenant between the time of the receiving the cancellation notice and the time of actual cancellation;
   10. the general practice in the property industry.
2. All amounts calculated in terms of Section 14 of the Consumer Protection Act No. 68 of 2008 and its Regulations will become payable by the Tenant upon cancellation.

# ANNEXURE L

**A CERTIFICATE ISSUED BY A TENANT WHO IS CLASSIFIED AS A CONSUMER IN TERMS OF THE CONSUMER PROTECTION ACT NO. 68 of 2008**

**Failure to sign this certificate shall in no way affect the validity of this Lease Agreement**

I/We **(Identity Number: )**, on behalf of the Tenant, confirm that I have read and understood the terms and conditions of this Lease. All the clauses in the Lease Agreement were read by me and the fact, nature and effect of all the clauses were understood by me as well as the fact that some of these clauses contain terms that may affect me now or in the future.

I understand that by bringing these terms and conditions to my attention it does not have any effect on the legal standing or enforceability of any other terms and conditions not highlighted or brought to my attention and which depending on any circumstances may affect me when enforced. I confirm that I have read and understood the entire Agreement of Lease.

SIGNED:

FULL NAMES IN PRINT:

DATE:

# Only to be completed by a company, close corporation or Trust that qualifies as a consumer in terms of the Consumer Protection Act No. 68 of 2008:

I hereby declare, on behalf of the Tenant being that the Tenant qualifies as a consumer in terms of the Consumer Protection Act No. 68 of 2008, as amended from time to time.

SIGNED:

FULL NAMES IN PRINT:

DATE:

# ANNEXURE N

**GENERATOR**

Should generator power be supplied for the Property and/or the Leased Premises, then:

1. The Landlord shall install a generator to provide the Property and/or the Building and/or the Leased Premises with some electricity during power failures. The Landlord shall be responsible for the maintenance and repair of the generator and at all times endeavour to keep the generator in a good working condition.
2. The Landlord shall be entitled to charge the Tenant and the Tenant shall be obliged to pay on demand, its pro rata share, such pro rata share being the allowance made to the Tenant from the distribution board relating to the Tenant’s generator use and the pro rata share of the common areas usage, of the Landlord’s monthly maintenance, service, operating, fuel and oil costs in respect of the generator.
3. Notwithstanding any of the other provisions in this Lease it is specifically recorded and agreed that the Landlord is not responsible and cannot in any way guarantee the continuous supply of electricity to the Property and/or the Leased Premises. The generator will also only supply a limited amount of power and such supply will be less than the supply provided in the normal course of business by Eskom or the relevant local authority. Accordingly, during any periods when the generator is in use, the Tenant shall not have the use of some of its equipment in the Building, Property and/or the Leased Premises including but not limited to the air- conditioners.
4. The Tenant shall not be entitled to install a generator or any other form of power supply, in addition to the supply provided for by the Landlord, Eskom or the relevant local authority.
5. The Tenant shall have no claim of whatever nature against the Landlord whether for remission of rent, inconvenience, financial loss or for any reason whatsoever, due to any interruption or failure of power supply and the generator services to the Building, Property and/or the Leased Premises.
6. The Tenant shall use the aforesaid generator at its own risk and the Tenant hereby indemnifies the Landlord, its employees, agents, servants and contractors and hold them harmless against:
   1. any and all claims of whatsoever nature arising from the Tenant’s use of the Landlord’s generator; and
   2. any and all claims of whatsoever nature arising from any interruption of the power supply to the Leased Premises.
7. Nothing contained in this Lease Agreement shall be interpreted in such a way as to place any obligation on the Landlord to either:
   1. install a generator servicing the Leased Premises;
   2. keep any generator, if installed, in a serviceable, operable and working condition;
   3. take any steps whatsoever to ensure a supply of electricity to the Leased Premises; and/or
   4. reimburse, refund, or credit the Tenant in respect of any failure or alleged failure by the Landlord to do any of the aforegoing.