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WANDLMOFAGZEEIVENI'CFLESE
PARTIES '10 THE AGREEMBH' (1' m
MAGNLEASE (PTY) LIMITED (Registration number 73/01074/07)
(hereinafter called the landlord)
AMICHAND SOMAN (I.D. No. 521223 5022 056)
and TAYOB HASSIM KAMDAR (I.D. No. 550408 5073 050)
DENNIS MADISHA LEGODI (I.D. No. 1-4915878-7)
(hereinafter called the tenant)
The landlord lets to the tenant and the tenant hires from the landlord the premises as he
rein
described on the terms as set out in this agreement of lease and in the attached annexure
(s).
PREMISES See Annexure P
(Premises outlined in Red)
Identificatiaa: 200m2 in extent from 1/5/88 to 30/6/88
220m2 in extent from 1/7/88 for balance of lease period
Floor: . FOURTH FLOOR
(to be called the leased premises)
BUILDING
Name of Building: BUDGET RENT A CAR HOUSE
Address of building: 130 MAIN STREET, JOHANNESBURG
(OD be called the building and, together with the land on which it is situated, called the
property)
TERM FIVE YEARS Commencing 1 May 1988 and terminating 30 April 1993
ERSIC RENTAL (per month) See Annexure A clause 2(1)
1/5/1988 30/6/1988 ONE THOUSAND FIVE HUNDRED RAND PER MONTH
1/7/1988 30/4/1989 00 ONE THOUSAND SIX HUNDRED AND FIFTY RAND PER MONTH
1/5/1989 30/4/1990 , 50 ONE THOUSAND EIGHT HUNDRED AND THIRTY ONE RAND
AND FIFTY CENTS PER MONTH
96 TWO THOUSAND AND THIRTY TWO RAND AND NINETY SIX
CENTS PER MONTH
60 TWO THOUSAND TWO HUNDRED AND FIFTY SIX RAND AND
SIXTY CENTS PER MONTH
83 TWO THOUSAND FIVE HUNDRED AND FOUR RAND AND
EIGHTY THREE CENTS PER MONTH
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TURNOVER me (See Annexure)
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?ates and taxes (See Arnemre .x clause 3 (1))
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premises (See Annexure A clause 3(2))
(See 913821.159 .3. clause 3(3))
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he: Services (See Annexure A clause 3(4))
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LEASE FEES (See Amermze A clause 29)
DEPOSIT (See Annexure A clause 41)
RENT 9mm AT (See Annexure A clause 2(1))
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Landlord:
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C/O E-UPRAY & ROBERTS PROPERTIES (EICRT'H)
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4TH FLOOR, BUDGET RENT A CAR HOUSE, 130 MAIN STREET, JOHANNESBURG
PURPOSE FCR MECH THE LEASE!) PREMISES SEALL BE USED (See Annexure A clause 7)
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The following annexure(s) form part of this agreement of lease:
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"A" , "G". "K", "L"
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has been properly authorised in accordance with _
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lease cn behalf of the abcve-renticned company.
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CLAUSE
GENERAL
PAYMENT OF AMOUNTS DUE
ADDITIONAL CHARGE
ELECTRICITY SUPPLY
FAILURE '10 PAY OUTSTANDING AMOUNTS
CONTINUATION OF LEASE
PURPOSE FOR WHICH THE LEASED PREMISES SHALL BE USED
LANDLORD'S HYPOTHEC
DEFECTS
MAINTENANCE
ALTERATIONS
SIGNS, NAME-PLATES, ETC
INTERRUPTION OF SERVICES
PROVISION OF SERVICES
COMMON JAIL CONVENIENCES AND SERVICES
PARKING FACILITIES, DRIVEWAYS AND LOADING ZONES
INSPECTION, BUILDING OPERATIONS AND REPAIRS
KEYS AND LOCKS
CLEANING SERVICES AND REFUSE REMOVAL
NUISANCE
BURGLARY (RE ATTEMPTED BURGLARY
DAMAGE DUE TO DISASTER
NON-LIABILITY
INSURANCE
PLATE-GLASS
SUBLETTING AND ALIENATION
TRANSFER OF SHARES AND CHANGE OF PARTNERSHIP
LIABILITY
CO-SIGNS
MONTHLY STATEMENT OF 'TURNOVER
"IO LET" DEDUCTIBLES
FIRE-FIGHTING AND EVACUATION EXERCISES
ADMISSION TO THE PROPERTY
RULES
(INCESSION OR RELAXATION
ACTION ON BEHALF OF THE LANDLORD
LEGAL ACTION
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DEPOSIT

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1(1) The Singular in this agreement of lease (hereinafter referred to as the lease) shall include the plural and vice versa. Words signifying males shall also apply to females and words applying to individuals shall include corporate bodies. Wherever either party is referred to, it shall include the authorised representative(s) of the landlord or the tenant.

1(2) If occupation of the leased premises becomes unlawful under the Group Areas Act 1966, or

any statute substituted for it, or by any proclamation or ruling or determination in terms of it, this lease shall lapse without affecting any claims against either party which accrued to the other party prior to the termination.

1(3) The area of the leased premises, in the case of premises other than shop premises, shall

be measured and calculated by the landlord and shall be based on the actual area of the leased premises plus the tenant's pro rata share of common areas as determined in the sole and absolute discretion of the landlord (hereinafter called "rentable area").

1(4) The "pro rata share" referred to in sub-clauses 3H), 3(2) and 3(3) shall be calculated

on the basis of the proportion of rentable area of the leased premises to the total rentable area of the building or on any other basis which in the opinion of the landlord shall be reasonable regarding the expenses concerned.

1(5) Where the tenant is obliged to acquire the consent of the landlord in terms of the lease,

such consent shall not be withheld unreasonably by the landlord and in the event of any dispute the tenant shall prove that the landlord withheld his consent unreasonably.

1(6) Where the tenant is responsible to restore, repair or reinstate the leased premises in

terms of this lease the landlord shall take fair wear and tear into account in his sole and absolute discretion.

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2(1) The tenant shall pay the basic rental as well as all additional charges which are due in

terms of this lease monthly in advance on or before the first business day of each calendar month during the then ruling office hours of the landlord, free of deduction, bank exchange or other costs at the office of the landlord as indicated on page 2 of this lease or at any place of which the landlord may ratify the tenant in writing. All other amounts which may become due in terms of this lease shall be payable by the tenant on demand.

2(2) The tenant shall be liable for the cost of alterations to the leased premises, deviations

from the building plans and/or extra installations which may be installed at the request of the tenant and he shall pay the cost on demand. The tenant's liability shall be limited

to a maximum of R2000.00, and an additional amount shall be borne by the landlord, additional CRANE up to a maximum of R4000.00. it

Rate: am taxes

3(1) As from the commencement date of this lease the tenant shall pay the amount indicated on

page 2 of this lease as "Rates and taxes" monthly together with the basic rent, being his pro rata share of the rates and taxes in respect of this property.

In the event of the rates and taxes being increased or decreased before the commencement date or during the period of the lease, the tenant's pro rata share shall be increased or decreased accordingly as from the date on which such increase or decrease becomes effective.

The tenant shall pay a pro rata share of any cost which the landlord may incur in an attempt to acquire a decrease in the valuation of the property from the local authority. Electricity omsmlptim en the leased premises

3(2) The tenant shall pay the costs connected with the consumption of electricity on the leased premises depending on whether the circumstances apply as set out in paragraph (a), (b) or (c) -

(a) If a separate meter has been installed on the leased premises its reading shall be conclusive proof of the electricity consumption on the leased premises and the tenant shall pay the costs involved to the supplier of electricity at the points of time and in the manner determined by the supplier.

x (b) If a spb-meter has been installed 01 the leased premises its reading shall be conclusimroof of the electricity consumption on the leased premises and the tenant shall gay the costs involved mnthly together with the basic rent, to the landlord. The said costs shall be calculated according to the same tariffs, levies and costs which muld have applied to the tenant if the supplier had supplied the electricity directly to the leased premises.

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(c) In respect of premises where a meter has not been installed, the tenant shall as from the commencement date of this lease pay the amount indicated on page 2 of this lease as "contribution for electricity consumption 01 the leased premises" mnthly together with the basic rent, being his pro rata share of the electricity mnsuption m such unmetered rentable areas in the building.

Should the nature and quantity of the electrical equignent on unmetered premises, in the opinion of the landlord, be above mmal, the landlord shall have the right either to adjust the "contribution for electricity consumption on the leased premises" as indicated on gage 2 of this lease at his own discretion or to install a sub-meter to measure the units of electricity consumed on the leased premises in which event the tenant shall lay the cost of electricity consumed on the leased premises in accordance with the provisions of clause 3(2)(b).

In the event of an increase or decrease of electricity consumption costs before the commencement date or during the period of the lease, owing to any increase or decrease in tariffs, levies and/or other charges for the supply of electricity to the property, the tenant's pro rata share shall be increased or decreased accordingly by the percentage with which the tariffs, levies and/or other charges for the supply of electricity have been increased or decreased as from the date on which such increase or decrease becomes effective.

Operatingmsts

3(3) For the pirposes of this clause, "operating costs" shall mean the total amount (exce pt

gayment of loans or interest on loans) that the landlord spends or has to pay for full maintenance and administration, to keep the property in a rentable mndition by the landlord's standards. More in particular, but not by way of limitation, this includes the following expenses (unless the liability of the tenant for specific expenses is stipulated elsewhere in the lease and they have been collected or unless specific expenses are claimable from other tenants in the property or are borne by the landlor for vacant premises in which event such specific expenses will be excluded): .- h

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- Water consumption, sewerage, refuse removal, energy consumption and other levies and fees raised by the authorities;
- insurance maintained by the landlord or borne by him;
- cleaning security and gardening services and the necessary equipment and materials to provide the services;
- the cost of keeping building personnel in and on the property:
- a maximum of 5% (five percent) of the total income of the property in the particular financial year of the landlord in respect of the costs in connection with the management and administration of the building;
- promotion, advertising and publicity;
- maintenance of, general repairs to and service fees for TV/FM aerials, lifts and escalators;
- maintenance of, repairs to and services fees for air-conditioning, electrical installations, stand-by equipment, pump installations and other mechanical, security and fire extinguishing equipment:
- maintenance of and repairs to water reticulation, exterior and interior finishes, roofs and other items and services essential to the effective and safe functioning of the property.

As from the commencement date of this lease the tenant shall pay the amount indicated on page 2 of this lease as "Operating costs" monthly together with the basic rental, being his pro rata share of the operating costs in respect of the property.

The landlord shall, from time to time, estimate the operating costs for a particular financial year for which the tenant is liable. In the event of an estimated increase or decrease in the operating costs before the commencement date or during the period of the lease, the tenant's pro rata share shall be increased or decreased accordingly as from the date on which the revised estimate becomes effective.

As soon as practical after the end of each financial year of the landlord, the actual operating costs for which the tenant is liable up to that date shall be determined by the landlord who shall effect such adjustment as is necessary between the amounts due and payable and the amounts paid by the tenant during the preceding financial year.

Any excess shall be refunded by the landlord and any shortfall shall be paid by the tenant within 30 days after such adjustment has been effected by the landlord.

Services

Should the water consumption on unmetered leased premises, in the opinion of the landlord, be more than normal, then the landlord may either install a sub-meter on the leased premises to measure the consumption of water on the leased premises, or charge an amount determined by the landlord and indicated accordingly on page 2 of this lease, as a contribution for water consumption on the leased premises. The tenant shall pay this amount monthly together with the basic rent. Should a sub-meter be installed on the leased premises in terms of this sub-clause, the tenant shall pay the cost of the water consumed on the leased premises monthly to the landlord. The cost shall be calculated according to the same tariffs and levies which the tenant would have paid if the supplier

had supplied the water directly to him. .)i -

Should the tenant's quantity and type of refuse consistently be abnormal in terms of clause 19(5) in the landlord's opinion, the tenant shall make special arrangements with the landlord for its removal and the tenant shall pay an amount determined by the landlord and indicated accordingly on page 2 of this lease. for refuse removal mnthly together with the basic rent.

Should the landlord supply a cleaning service to the tenant at a remuneration, the conditions of such service shall. notwithstanding the provisions of clause 19, be set out in an annexure to this lease and the tenant shall pay an amount determined by the landlord and indicated accordingly on page 2 of t: .13 lease for cleaning services monthl y together with the basic rent.

Any abnormal cost for services required by the tenant or deviation from the landlord's standards which cannot, in the opinion of the landlord be reasonably recovered in terms of clause 3(3) hereof or elsewhere in this lease, shall be borne by the tenant. Such cast(s) shall be determined by the landlord and indicated on page 2 of this lease and the tenant shall pay the amount(s) monthly together with the basic rent.

Should there be an increase or decrease in any of the costs referred to in this sub-clause. before the commencement date or during the period of this lease the appropriate amount(s) payable by the tenant shall be increased or decreased proportionally.

Dispute

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In the event of a dispute between the landlord and the tenant as to any expense for which the tenant is liable in term of this clause 3, a certificate signed by the landlord's auitors, stating the amount of such expense, shall be final and binding (:1 the parties. EIEI'RICITY sumx

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In the case of office premises the landlord shall provide lighting of a reasonable standard for comercial office tenants from Mondays to Saturdays during the normal office hours. On Sundays and gublic holidays m lighting shall be provided if such control can be exercised.

The times for the lights to be switched cn and off before and after normal office hours shall be determined by the landlord. If the tenant requires lighting on the leased premises for longer periods than those provided by the landlord or for a period outside the times for switching on and off as determined by the landlord, he shall arrange with the landlord in advance in writing for the provision of such lighting and shall compensate the landlord for the additional cost incurred.

Subject to sub-clause 4(1) but for the erposes of saving energy and since all office tenants do not conduct business on their premises on Saturdays, lighting shall be provided on Saturdays mly (:1 those office premises where the tenant has arranged in advance with the landlord for the provision of the lighting.

For display and security purposes and for the sake of uniformity the hours for lighting of shop tenants' illuminated sign-boards and display cabinets shall be at the discretion of the landlord. The tenant remains liable, however, for the cost of electricity consumption of this lighting

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If the tenant fails to pay, on the due date, the rental or any other amount which he is liable for in terms of this lease, the landlord may levy a surcharge of 10% (ten percent) on the total outstanding amount.

In the event of an account being payable directly to a local authority or any other party by the tenant and the tenant fails to pay such account on the due date, the landlord may pay such account and recover the amount from the tenant together with a surcharge of 10% (ten percent).

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Should the rent, additional charges and all other amounts payable not be paid on the due date as stipulated in clause 2 the landlord may, notwithstanding any previous waiver, relaxation or concession which he may have granted, cancel the lease and enter and occupy the leased premises immediately.

Should the tenant in any respect infringe or permit the infringement of any condition, excluding the non-payment of rent and additional charges, of this lease the landlord may notwithstanding any previous waiver, relaxation or concession which he may have granted, cancel the lease and enter and occupy the leased premises provided the tenant has been given fourteen (14) days written notice to rectify such infringement.

If the landlord cancels this lease and the tenant disputes his right to cancel it and remains in occupation, pending settlement of any dispute either by negotiation or litigation, the tenant shall continue to pay in advance on or before the first business day of each month, an amount equivalent to a reasonable market rental as determined by the landlord in his sole discretion or the basic rent is the higher, together with the additional charges and all other amounts provided for in the lease and the landlord shall be entitled to accept and recover the payments. The payments and their acceptance shall be without prejudice to and shall not in any way affect the landlord's claim to the cancellation then in dispute. Should the dispute be resolved in favour of the landlord, the payments made and received shall be deemed to be amounts paid by the tenant for damages suffered by the landlord by reason of the cancellation of the lease or the unlawful occupation by the tenant. Should the dispute be resolved in favour of the tenant, the payments made and received as mentioned above, shall be deemed to be rent and other amounts which are payable to the tenant in terms of this lease and any excess payments shall be refunded by the landlord.

Should the landlord cancel the lease because the tenant has infringed or permitted the infringement of any provision of the lease, the tenant, notwithstanding any provision to the contrary, shall remain liable for all monies due and for the rental till the termination of the term of the lease or an extension of it, unless a new tenant that is acceptable to the landlord is found. The tenant shall remain liable for the rental until the new tenant's agreement of lease commences.

The tenant shall be liable for any costs incurred to find a new tenant in terms of sub-clause 6(3) above.

The landlord may charge interest on outstanding amounts calculated at a rate which is 2% (two percent) higher than that at the time average minimum rate of interest charged by the landlord's Bankers on overdraft facilities provided that the interest shall not be less than 14% (fourteen percent) per annum. The interest shall be compounded monthly and shall be calculated from the first day of the month in which the amounts become due until the day such amounts are paid in full.

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The leased premises shall be used for the purpose described on page 2 of this lease and for no other purpose. The tenant shall keep the leased premises open during the normal business hours which apply in the relevant municipal area for the type of business conducted by him and shall conduct business there if they are shop premises, except that the shop may be closed temporarily on special occasions of short duration, but in total the shop may not be closed for more than 31 (thirty-one) days a year.

If the majority of the retail tenants in the property remain open for business during late night shopping hours as allowed by the local authority from time to time, the tenant (of shop premises) shall use his best endeavours to remain open for business during such late night shopping hours. Should the tenant not be able to comply with this provision, he shall be obliged to submit acceptable and valid reasons to the landlord for such non-compliance.

The tenant may not:

(a) use the leased premises or allow the leased premises to be used for residential purposes, or

(b) permit any sale by public auction on the leased premises.

The tenant shall not cause shop display windows of the leased premises to be obscured for longer than one month per calendar year without the prior written consent of the landlord. The tenant shall decorate the display window space in a professional manner and the articles displayed in it shall be in keeping with the type of business for which the leased premises are rented, but he shall not allow decoration and display which may, in the opinion of the landlord, detract from the appearance or image of the building. The landlord does not warrant that the leased premises are fit for the purposes for which they are let or that the tenant will be granted a licence in respect of the leased premises for the conduct of his business or that any licence granted will be renewed. The landlord shall not be obliged to do any work or make any alteration or effect any repairs to the leased premises to comply with the requirements of any licensing authority.

LANDLORD'S OBLIGATIONS:

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While the lease is in force all furniture, fittings and fixtures, equipment, stock, etc brought onto the leased premises shall be subject to the landlord's hypothec and shall serve as partial or full security for the proper compliance by the tenant with all his obligations in terms of this lease. The tenant may not pledge or otherwise encumber the assets mentioned above or dispose of or remove them from the leased premises, except in the ordinary course of business.

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Should the tenant, on taking occupation of the leased premises, find any of the keys, locks, doors, windows, washbasins, taps, sanitary conveniences, drains or downpipes, electrical or other equipment of the leased premises not in good order, he shall notify the landlord in writing of all defects within fourteen days of taking occupation and the landlord shall take all reasonable steps to repair such defects as soon as possible. Should the tenant not give such notice, it shall be regarded as an acknowledgement that the fixtures, fittings and equipment were received in good order.

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10(1) The tenant shall keep the interior of the leased premises in good order and he acknowledges, subject to the provisions of clause 9 above, that he received the leased premises in a good and clean condition and free of insect infestation at the commencement of, this lease. The tenant undertakes to leave the leased premises in the same good order

and condition at the expiration or prior termination of the lease or eventual vacation.

10(2) If the tenant at the expiration or prior termination of the lease or at eventual vacation, fails to leave the leased premises in the condition contemplated in sub-clause 10(1), the landlord may have the necessary repairs effected or other work done which is required for restoring the leased premises to the condition contemplated in sub-clause 10(1). The tenant shall on demand immediately pay to the landlord the amount of any expense incurred or that will probably have to be incurred in terms of this sub-clause. A certificate signed by an authorised representative of the landlord and in which the amount of the expenses mentioned above or of anticipated expenses is stated, shall serve as prime facie proof of the amount due and that the tenant is liable to pay it. This provision shall in no way prejudice the landlord's right stated in sub-clause 10(3).

10(3) If the landlord is prevented from letting the leased premises, owing to the fact that

work is being done to the leased premises in terms of sub-clause 10(2), the tenant shall, in spite of the termination of the lease, pay to the landlord the amount calculated by multiplying the number of months during which the landlord was thus prevented, by the monthly rental payable by the tenant at the termination of the lease together with all other additional charges which were due by the tenant at the termination of the lease.

10(4) The tenant shall not without the landlord's prior written consent, be permitted to bring

any safe or other unusually heavy object into the leased premises, and the tenant shall be responsible for the repair, to the satisfaction of the landlord, of any damage to the leased premises or to the building, caused as a result of such heavy objects.

10(5) The tenant, at all times for the duration of the lease or any renewal of it, shall keep

and maintain in proper order all wiring, lamps and fittings for electric light and power as well as all pipes and fittings for the supply of water to the leased premises which are situated in the leased premises and which serve the leased premises exclusively. The tenant shall however also be responsible to repair all similar equipment which is situated in the leased premises and which does not serve the leased premises exclusively if it can be proved that the tenant was responsible for any damage thereto.

10(6) For the duration of the lease the tenant shall be liable for the cost of replacement of,

or repairs to, floor covering, power and telephone and TV/FM outlets, defective fluorescent tubes, electric lamps, starters and choking coils, broken or cracked partitions, plate-glass, windows and door panels, louvres and other equipment supplied by the landlord into the leased premises.

The landlord shall, however, be liable for replacement and/or repairs necessitated by structural defects.

10(7) The tenant shall not without the landlord's consent effect repairs or permit repairs to

be effected to the leased premises or replace equipment for which he is liable in terms of this clause. The landlord shall decide whether he himself or his authorised representative or the tenant or any other parties shall effect repairs or replacement and he shall lay down conditions which shall apply to the work and replacement. The work shall be completed to his reasonable satisfaction and the tenant shall be liable for the costs.

10(8) The tenant may manage the colour scheme of the leased premises without the written consent of the landlord provided that at the expiry or prior termination of the lease the colour scheme shall be re-instated by the tenant to the satisfaction of the landlord.

ALTERATIONS

11(1) The tenant may not effect any alterations or additions to the leased premises without the

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written consent of the landlord. In the event of alterations or additions being made to the leased premises, the tenant shall, at the expiry or prior termination of the lease, remove such alterations or additions and restore the leased premises to the condition in which they were before the alteration and additions were made.

Should the alterations to which the landlord agreed not be defined in an annexure to this lease which has been signed or initialled by the parties to this lease, such written consent shall serve as prima facie proof of the alterations to which the landlord gave his consent.

The tenant shall ensure that

(a) the walls, floors and ceilings are not damaged;

(b) the wiring which was installed for lighting purposes on the leased premises is not used for any other purpose:

(c) the electric outlet or electric wiring is not used for any other purpose than to supply power to normal equipment with a maximum loading of one kilowatt per outlet. For any deviation from this stipulation the tenant shall first obtain the written consent of the landlord.

Should consent as required in paragraph 11(2)(c) be given, the alterations or use nevertheless shall be effected strictly in accordance with the requirements and conditions that the landlord may lay down, as well as with all the rules and regulations made by the suppliers of electricity, insurance companies and by the municipality or other authorities from time to time.

The tenant shall be liable for any damage to the electrical installation or the building which may result from the use by him of the electric plugs, whether or not with the consent of the landlord.

If the tenant, at the expiry or prior termination of the lease or when he eventually vacates the leased premises, has not yet removed the alterations, additions, fixtures and fittings in the leased premises in terms of 11(1) or has not yet properly repaired the leased premises to the reasonable satisfaction of the landlord in terms of that sub-clause, the landlord may have the alterations and additions removed and the leased premises repaired at the tenant's expense. Any additions thus removed shall become the property of the landlord without him having to compensate the tenant for them.

The tenant shall on demand pay to the landlord the amount for expenditure incurred or expenditure that still has to be incurred by the landlord for the removal and repairs mentioned in sub-clause 11(5). A certificate signed by an authorised representative of the landlord and in which the amount of expenses or expected expenses is stated, shall be prima facie proof of the amount due, and that the tenant is liable to pay it. This provision shall not prejudice the landlord's right to claim damages for loss of rent and additional charges from the tenant if the leased premises, when vacated, cannot be let, because the alterations and repairs have not yet been effected to the satisfaction of the

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11(7) The tenant may under to circumstances install or arrange to be installed any heating or air-conditioning units without the prior written consent of the landlord.

SIGNS, NAME-m, ETC

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The tenant shall not affix to or place, hang, or erect on any part of the leased premises or the property, any sign, name-plate, notice-board, advertising sign, flagpole, antenna or sun-blind, nor do or cause to be done any painting, writing or printing on any part of the leased premises or of the property without the written consent of the landlord. If the landlord consents the work shall be done strictly in accordance with the landlord's specifications.

INTERRUPTION (1' SERVICES

13

The landlord shall take all reasonable steps to ensure the supply of water, electricity and air-conditioning where applicable. to the leased premises. but the landlord shall not be liable for any delay, inconvenience or damage, whether direct or consequential, suffered by the tenant as a result of an interruption in the supply of these services. The tenant shall notify the landlord immediately of any defects in the water system, electrical or air-conditioning installations and the landlord shall take all reasonable steps to ensure that the interruption is rectified as soon as possible.

The tenant may not reduce the rental or withhold or defer payment of rental or terminate the lease by reason of such an interruption.

PROVISION G SERVICE

14

While this lease is in force, the landlord may at any time take electric wires, air-conditioning equipment, water pipes, telephone cables or any other equipment, conduit or wiring through the leased premises, should it be necessary for the supply of electricity, air-conditioning, water or any other service to any other part of the property. However, the landlord shall endeavour to ensure that as little inconvenience as possible is caused to the tenant. The tenant may not reduce the rental or withhold or defer payment of rental or terminate the lease as a result of any such inconvenience or an interference with his business activities.

MALMUTUOUS AND SERVICES

15(1)

15(2)

15(3)

The tenant or his directors, employees, clients, servants, invitees and visitors (hereinafter called invitees) together with the other tenants of the property may use the toilet conveniences, escalators, lifts, loading zones, kitchens, malls and passages, service corridors, staircases and other conveniences which are indicated by the landlord for common use.

The tenant shall comply with any reasonable rules laid down from time to time by the landlord for the use of the conveniences and shall take all reasonable steps to prevent his invitees from breaking such rules. Should there be an interruption in any of the common services or facilities or should any such services and conveniences or equipment become unusable, the tenant may not reduce the rental or withhold or defer payment of rental, or terminate the lease.

Common areas such as, inter alia, the backyard, loading zones, passages, malls and service corridors shall not be used by the tenant for storage, display or sale of goods, supplying of services, the parking of vehicles or for any other purpose not permitted by the landlord. The tenant shall take all reasonable steps to ensure that the common areas shall not be misused by his invitees in any way. Z/ L.

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No goods, packing cases, furniture, safes or other such furniture may be taken onto the escalators or into the passenger lifts of the property without the prior consent of the landlmd. No vehicles of whatever nature may be brought through any of the entrances of the property, except through vehicle entrances.

'L'hc tenant shall ensure that the common areas and facilities are not used as eating-places or general resting places by his employees or other people and he shall do everything reasonably possible to prevent his invitees frcm misusing the areas and facilities in any other way.

Gammon wnveniences and facilities are used at own risk, and the landlord shall not be liable for any injury to the tenant or for any damage or loss, however caused.

PARKING FACILITIE, DRIVEWAYS AND LOADING 2043

16(1)

16(2)

16(3)

16(4)

16(5)

16(6)

The basement parking, parking areas and parkade of the property, if such facilities are provided, are under direct control of the landlord. The tenant or his employees may park a vehicle only at the place and m the conditions which the landlord stipulates from time to time. The landlord may appoint a person or persons to ensure that the provisions of this clause are carried out. The landlord shall from time to time, determine the times when the parking facilities will be available for parking, the rental or tariff for parking and the arrangements for entry to garking facilities. Any stipulations that an authorised representative of the landlord may lay down, shall be as agreed with the landlord, and the tenant shall be bound by the stipulations.

The tenant or his employees shall not place, or permit to be placed, any sign. object or any obstruction whatsoever in or m the driveways, loading zones, basement parking, parking area or parkade which may impede their proper use. The loading zones shall be used solely for the loading or unloading of goods. Vehicles may not be parked on a loading zone except for the loading or unloading of goods.

The tenant shall take all reasonable steps to prevent his employees from obstructing the entrances to the basement parking, parking areas, parkade, lifts, loading zones, driveways, passages or arcades in any way whatsoever.

The landlord shall incorporate similar clauses in other leases concluded for the oroperty, but the landlord shall under no circumstances be liable to the tenant or his employees if the provisions of the clauses are not observed by any other tenants, or their employees.

Should the basement parking, parking areas, parkade, driveways, loading zones, parking bay of the tenant or entrances to than (hereinafter called parking space) for any reason, temporarily or for the duration of the lease be completely destroyed or become unsuitable for their intended uses, no claim for compensation or damages shall be brought against the landlord and the tenant shall not be entitled to claim a reduction in rent or the termination of this lease or to withhold or defer payment of rental. The landlord shall, as soon as possible" regair the destroyed or unsuitable parking space, and the tenant, if he is a tenant of a parking space, shall be entitled to a rebate in the rental for the parking space during the period mat the parking space is being repaired, if the landlord cannot provide alternative parking space for him. The landlord and the tenant shall come to an agreement regarding the rebate or alternative parking space.

The tenant and his employees shall park any vehicle on the parking space at their own risk, and the landlord shall mt be liable for any loss or damage whatever (whether due to his negligence or not) to any vehicle, its accessories or'contents while it is parked in the property. Evbreover, the landlord shall not be liable for any personal accident or third party claim which may arise Eran the use by the tenant of the parking faci ies of the property. ')x

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16(7) Notwithstanding any rights the tenant may have to park on the parking space, the landlord

may let the said areas to a third party during the term of this lease or any extension of the lease, in which event the landlord shall, for the purposes of the said rights, be substituted by the third party and the tenant shall pay all amounts which he is liable to pay in respect of such rights to the third party.

INSPECTION, EWING OPERATIONS AND REPAIRS

17(1) The landlord may enter, inspect and have at his own discretion necessary repairs in the

17(2)

17(3)

landlord's sole discretion effected to the leased premises at all reasonable times by arrangement with the tenant.

In the event of the building not being fully completed on the date 01 which the tenant should take occupation of the leased premises, or in the event of repairs or alterations to the building or on the leased premises being undertaken at a later stage and the tenant being inconvenienced by building operations and resulting noise, the tenant shall not be entitled to claim a remission of or a reduction in rent. damages or cancellation of the lease, as a result of the building operations.

The landlord shall endeavour to ensure that as little inconvenience as possible is caused to the tenant.

KEYS AND KEYS

18

No duplicate keys of any lock on the lease premises or any other premises on the property, shall be made, nor shall any additional lock or locks be placed on any door of the leased premises or of the building without the written consent of the landlord. If the tenant vacates the leased premises, all keys and duplicate keys shall be delivered in good order to the landlord. The tenant shall be liable for any loss of or damage to the keys and locks of the leased premises and shall, at the request of the landlord, replace the keys and locks or have the lock mechanism and lock combination changed. as the landlord prefers, in addition to providing new keys.

WORKING AND MAINTENANCE

19(1)

19(2)

The landlord shall provide cleaning services in the common areas of the property. The landlord shall decide on the nature and quality, as well as the times and frequency, of the cleaning services for which he is responsible, and the tenant and his employees shall not impede the services of the employer's workmen or hinder them in performing their duties.

Should the leased premises be office premises, the landlord shall decide at his own discretion on the provision, nature, quality, extent and frequency of cleaning services. Should the landlord decide that the tenant is responsible for arranging for cleaning services which shall include the regular cleaning of all floor surfaces, plate-glass, window frames and sunblinds on the leased premises, the tenant shall not appoint any firm to clean the interior of the leased premises without the prior written consent of the landlord and without consent for the times when such cleaning services may take place.

If the landlord, at his own discretion, should decide that the firm appointed by the tenant or the staff of such firm or the times of such services interfere with the landlord's security measures for the building as a whole, the landlord may give the tenant notice to terminate his agreement with such firm as soon as possible

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The landlord shall clean the windows on the outside of the leased premises and the tenant agrees, where necessary, to permit the window cleaners to enter the leased premises. The tenant shall not make his own arrangements with the cleaners with regard to the times of such cleaning service, but shall negotiate with the landlord in this regard. The landlord's decision regarding this matter shall be final.

19(3) If the leased premises are described as a shop in the lease, the tenant shall at his own

cost clean the inside of the leased premises, as well as the name signs on the outside of the leased premises. The tenant of a shop shall also regularly clean, according to the landlord's instructions, all plate-glass, louvres (whether of glass or otherwise), and window frames on the inside, as well as on the outside, of the leased premises. If the leased premises are provided with food preparation facilities for example a cookerhood, fat filters, extract ducting and grease traps, these facilities shall be regularly, cleaned by the tenant according to the landlord's instructions at his own cost. Should the tenant not adhere to such instructions the landlord shall arrange for the cleaning thereof and recover the cost from the tenant which cost shall be payable on demand.

19(4) If the tenant himself is responsible for the cleaning services on the leased premises the

tenant shall follow all reasonable instructions by the landlord with regard to the cleaning of the leased premises.

19(5) The landlord shall be responsible for the removal of refuse from the property in accordance with arrangements with the municipality. The tenant shall keep refuse inside the leased premises and shall not leave any refuse outside the leased premises except if agreed otherwise in writing by the landlord and the tenant. The landlord shall decide on the times and frequency of removal of refuse from the leased premises. Should the tenant's quantity and type of refuse from time to time be abnormal in the landlord's opinion, the tenant shall make special arrangements with the landlord for its removal and

the cost of removal shall be paid by the tenant on demand.

MIISANCE

20 The tenant shall not do or permit or cause anything to be done which in the reasonable opinion of the landlord constitutes a nuisance or may cause inconvenience to, or in any way disturb, the peace of the landlord or other tenants in the property or which likewise may detract from the general neat appearance of the property or the leased premises. The tenant shall also be obliged at his own expense to comply with the requirements of all regulations, laws, provincial ordinances and municipal order and regulations concerning the conduct of the tenant's business. Without detracting from the generality of the foregoing, the tenant may not exhibit, store or leave goods or articles on the pavements or the stairs or landings or in passages or entrances or entrance-halls or arcades of the property. The tenant shall have no right of entry to the roof or machine rooms of the building and operating areas of the landlord.

BURGLARY Q? ATM!!!) BURGLARY

21 The tenant shall be responsible for the repair of any damage to the exterior of the leased premises, resulting from burglary or attempted burglary on the leased premises.

DAMAGE DUE TO DISASTER

Unrentable

22(1) If, as the result of fire, storm or any other cause whatever, the leased premises are

destroyed completely or are rendered unfit for the purpose for which they are leased, the lease shall terminate and the tenant shall have no claim for compensation or damages against the landlord. " I /

Rentable

22(2) Should the leased premises be partially damaged by fire, storms or any other cause whatever, to such an extent that the tenant is still reasonably able to use them for the purpose described in the lease, the landlord shall ensure that the leased premises are repaired as soon as possible and the tenant shall be entitled to a reduction of the rental as long as the leased premises are being repaired. The amount of the reduction shall be mutually agreed upon. In the event of a dispute as to the amount of such reduction, the decision of the landlord's auditor shall be final and binding on the parties. The tenant shall not be entitled to any reduction of the rental, however, if the premises are partially damaged through the agency of the tenant, his representatives or employees or any other person under his control.

bm-LIABILITY

23

The landlord shall not be liable for any damage or loss whatsoever which the tenant may suffer on the leased premises or in or on the property, irrespective of the cause and the tenant indemnifies the landlord against liability for any damage or loss whatsoever which the tenant's directors, employees, clients, servants, invitees, visitors or any other person may suffer on the leased premises, irrespective of the cause.

INSURANCE

24(1) The tenant shall ensure that

(a) no inflammable, combustible or other dangerous materials other than ordinary cleaning materials are brought into the property and that the presence of any material is not contrary to the regulations of local or other authorities, invalidating or being to the prejudice of the insurance policy or policies which have been or may be effected on the building or any part of it or its contents:

(b) no work is done and no trade conducted on the leased premises which may prejudice the policies.

24(2) If the insurance premiums are increased as the result of a trade which the tenant conducts on the leased premises, or as the result of inflammable or other dangerous goods or materials being brought onto the leased premises, with or without the landlord's consent, the landlord may recover the increase in premiums from the tenant, and the tenant indemnifies the landlord against any loss or damage which the landlord may suffer through contravening the provisions of sub-clause 24(1).

24(3) The tenant shall effect the insurance prescribed in clause 25 below and should also effect other insurance for his own protection to cover himself against liability which the provisions of the lease impose upon him and against risks arising from running his business on the leased premises.

GLASS-INSURANCE

25

If the leased premises are described as a shop in the lease, the tenant shall, immediately upon taking occupation of the leased premises, effect adequate glass insurance on the leased premises with a recognised insurance company and the insurance shall be renewed annually during the term of the lease. Proof that the insurance has been effected and that the premiums on it have been paid, shall be furnished by the tenant at the landlord's request. The insurance shall cover all glass, sash frames and risers as well as temporary covering if the broken glass cannot be replaced immediately. Notwithstanding this, the tenant shall remain liable for replacing any broken or damaged

WING AND ALIHJATICN

26(1) The tenant shall not cede, transfer, pledge or in any way dispose of his rights and /or obligations in terms of this lease and may not sub-let the leased premises or any part thereof nor allow anyone else to occupy the leased premises or any part thereof.

26(2) The landlord shall exempt the tenant from his obligations in terms of this lease provided

that the tenant applies for it in writing and introduces another tenant to the landlord who is reasonably acceptable to the landlord and who enters into a new lease with the landlord for at least the unexpired term of this lease at the rental and on the other terms which the landlord requires at that stage.

WGSERESANDCFMCFPAR'INERSHP

27(1) If the tenant is a private company, its shareholding as mentioned on page 2 of this lease

shall not be altered for the duration of the lease to such an extent that the persons in whom the control presently vests, shall be deprived of such shareholding.

27(2) If the tenant is a partnership, its composition as set out on page 2 of this lease shall,

for the duration of the lease, not be changed and in spite of any such change the present partners shall remain jointly and severally liable in terms of this lease as if the partnership had not been changed.

27(3) If some but not all partners of the partnership sign this lease, it shall be regarded

that the partners who have signed it have by their signature, warranted to the landlord that they are authorised to bind the other partners to all the conditions of this lease including the provisions of this sub-clause.

27(4) If a change of shareholding or of the composition of a partnership as contemplated in

sub-clause 27(1) and (2) is envisaged, the landlord shall relieve the tenant of his obligations in terms of this lease provided the tenant applies in writing of this and (a) satisfies the landlord about the newly-intended shareholding or the newly-intended composition and it is reasonably acceptable to the landlord or

(b) introduces another tenant to the landlord who is reasonably acceptable to the landlord and

(c) the tenant in case of paragraph (a) or the other tenant in case of paragraph (b) enters into a new lease with the landlord for at least the unexpired term of this lease at the rental and other terms which the landlord may require at that stage.

LIABILITY

28 If the tenant is more than one person, they shall be jointly and severally liable for the

due fulfilment of all the tenant's obligations in terms of the lease.

COSTS

29 The tenant undertakes on the signing of the lease, to pay the amount indicated on page 2

of this lease as "lease fees" to the landlord for the administration thereof.

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30 Notwithstanding anything to the contrary in the provisions of this lease, the tenant or

shop premises shall submit to the landlord within 14 days of the end of each calendar month an unaudited statement of the gross turnover or a specific month. The landlord shall treat this information as confidential, and shall use it only for the purpose of determining trading trends and not for the calculation of turnover rentals. Gross turnover shall be the total sales excluding G.S.T.

"'10 1313' MICE

31 The landlord shall be entitled, in the 3 (three) months before the expiry or termination

of the lease, to place "To Let" notices in a prominent position on the leased premises and to show the interior of the leased premises to potential tenants at any reasonable time. During this period the landlord or any new tenant of the leased premises may exhibit on the windows or doors of the leased premises any notices required for any application relating to the leased premises or any trade licence for the leased premises. The tenant shall also permit the interior of the leased premises to be shown at any reasonable time to probable purchasers of the property.

FIRE-FIGHTING AND EVACUATION EXERCISES

32 The tenant shall take part and co-operate with the landlord in security activities, exercises of fire-fighting, prevention of fire and evacuation which the landlord may order from time to time.

mm 10 'THE PROPERTY

33 For security purposes the landlord locks the entrances to the property at a set time after normal business hours and wakes available only those entrances which in the landlord's opinion are necessary to admit or to let out the tenant or his staff. The landlord may from time to time stipulate the ways by which admittance to the building may be obtained after normal business hours. The landlord shall endeavour to accommodate the specific needs of the tenant without detriment to the security arrangements in respect of the property.

34 The landlord may from time to time prescribe reasonable rules to facilitate the administration of the building. These rules may include, inter alia, the delivery of goods, removal of refuse, advertisements, the use of common conveniences and parking space, delivery of mail, fire prevention exercises and security measures. The tenant agrees to abide by these rules. The landlord shall notify the tenant of the rules and any amendments to them.

CDNme Q! RELAXATION

35 Any concession or relaxation which may be granted by the landlord to the tenant, and in particular the acceptance of rental and other additional charges after the due date or of a lesser sum than the full amount of rental or other charges due or of other monies payable by the tenant, shall in no way detract from or prejudice the landlord's rights in terms of the lease, nor be considered a waiver by the landlord of his rights in terms of the lease. E/ W

This lease constitutes the whole agreement between the landlord and the tenant and no warranties, premises, rights, terms, agreements or provisions of whatever nature, except as included in this lease, shall be binding on the landlord unless it is expressed in writing and is signed by the parties to the lease.

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36 If Murray & advertis Limited (M&R) is not the landlord, M&R is authorised through its authorised officials to act for and on behalf of the landlord in all matters relating to or arising from the lease, including any extensions of it or amendments to it whether in regard to the lease premises or other premises. The landlord ratifies M&R's action which led to this lease.

LESAL PCI'ION

37 If the landlord incurs any legal cost (including attorney's fees) or institutes legal proceedings against the tenant for the collection of any amounts due or the compliance with any other provision of the lease with or without a claim for cancellation of the lease, the tenant shall be liable to the landlord for all legal costs, including collecting commission as between attorney and client as well as for any costs incurred in tracing the tenant.

meme:

38 The parties elect the addresses indicated on page 2 of this lease as domicilium citandi

et executandi for all matters which may arise from the lease and agree that all notices which either party addresses to the other shall be deemed to be duly delivered once they have been posted or delivered at the domicilium.

GJURT ' S JURISDICI'ICN

38 The parties confirm that the tenant carries on business at the leased premises as contemplated in Section 28(1)(a) of the Magistrate's Court Act, 1944 and the parties consent that either party may at its election institute any action that may arise directly or indirectly from this lease either in

(a) the Magistrate's Court having jurisdiction over the area where the leased premises is situated even though the amount involved may exceed the limitations contemplated in sections 29(1) and 46(2)(c) of the said Act, or

(b) in the Supreme Court having jurisdiction over such area. f!,'

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40 " - - - . _ : -' - tt '-a '-; - T-.. I- .- i- o- - . . u -o "IIII--s--V:- 1'34/ to this lease. The tenant indemnifies the landlord . J. . . claim for commission ;17 Rt which, as a result of v :-- . . tion, may be brought against the landlord any (Xv, -, --, _ , / , - - - - - u .0 ' a ' i ' I o ' t/

EFOSIT I w 19'

41 The tenant shall pay an amount as shown on page 2 of this lease as a deposit to the landlord on signing this lease or on receipt of the keys of the leased premises, whichever shall be the earlier. The landlord shall retain this deposit for the full duration of the lease or every extension of it, as security for the prompt fulfilment of all the tenant's obligations under the lease. ' f) . _

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t /' /7' I 1 "

The tenant may not set off moneys owing by him under the lease against the deposit during the duration of the lease or at its termination but the landlord may apply the deposit in part payment of any amounts that the tenant may be owing in terms of the lease. The full deposit or the balance of the deposit shall be paid to the tenant not later than one month of the legal temination of the lease. The tenant shall be liable for any shortfall.

MRMALG'FIGANDBIBINESPUJRS WC

In this agreement of lease -

"normal office hours" means the period 081-100 until 17H00 frcm
Mondays to Fridays and the period OBH00 until 13800 on Saturdays:

"normal business hours" means the period 08H00 until 17H00 from
Mondays to Fridays and the period 081100 until 13H00

on Saturdays or otherwise as amended from time to time in terms of sub-clause 7(1) and 7(2) of

Annexure A of this lease.

1. This document forms the basis of the lease agreement between the landlord and the tenant

but if the agreement is not returned by 25 MARCH 1988 duly completed and signed by the tenant, the landlord may review and adjust the rentals.

SUPPLEMENTARY CONDITIONS RELATING TO PARKING 'LI'ENANCY

The terms and conditions of the Lessee's Lease in the building and all its Annexures shall apply, mutatis mutandis, to the Lessee's hire of open or covered parking bay/s on site.

The said parking bay/s shall be used for the purpose of the parking of motor vehicle/s, and for no other purpose whatsoever.

The Lessee shall not use any space other than that allocated to it by the Lessor without the Lessor's prior written consent.

The Lessor or its servants shall be entitled at any time to change the parking bay/s allocated in respect of the Lessee's vehicle/s, without assigning any reason therefore, and in such event, the Lessee shall have no claim against the Lessor for any remission of rent or otherwise.

The Lessee agrees that it shall use the parking facilities on the site, including the entrance and exit ramps entirely at its own risk, whether its vehicle or vehicles are parked by the Lessee, its own servants or agents or by the servants or agents of the Lessor, and the Lessee further agrees that it shall have no claim against the Lessor, its

servants or agents arising from any cause whatsoever, including, without limiting the generality thereof, theft, fire, impact and negligence and the Lessee further indemnifies the Lessor, its servants and agents against any claim whatsoever that any servant, agent, visitor and invitee may have against the Lessor, its servants or agents arising out of the use by the Lessee, its servants, agents, visitors and invitees of the parking facilities on the site.

The Lessee shall only have the right to parking on all the site during official parking hours stipulated by the Lessor.

The Lessor shall have the right to install an electrical/mechanical parking control system/s at the entrances and exits to the parking area and in that event to charge the Lessee a deposit and a levy for each coded card issued to the Lessee in order to operate the parking system.

The rental payable in respect of the Lessee's parking bay/s may be increased by the Lessor from time to time during the currency of the lease, upon 30 (thirty) days written notice to do so.

The Lessor shall have the right to formulate parking rules and regulations from time to time and the Lessee undertakes to comply with such rules and regulations.

PLEASE ENSURE THAT ALL OF THE FOLLOWING DETAILS ARE INCLUDED
IN YOUR PROPOSAL -

- 1.
- 2.
- 3.
- 4.
- 10.
- 11.

NAME AND LOCATION OF YOUR CONCERN.

NAME, ADDRESS, TELEPHONE AND FAX NUMBERS OF CONTACT
PERSON.

NAMES, TITLES AND DESIGNATIONS OF TRUSTEES/DIRECTORS.

BRIEF BACKGROUND OF YOUR ORGANISATION, MAIN FUNCTIONS,
SERVICE TO THE COMMUNITY, ETC.

WHAT FUNDING IS REQUESTED FROM THE FOUNDATION PLUS A
DETAILED BREAKDOWN OF FINANCIAL NEEDS.

6.1 FUND RAISING NUMBER (IF ANY)

6.2 18A TAX EXEMPTION (IF ANY)

6.3 . REGISTERED CONSTITUTION (IF ANY)

6.4 OTHER SIMILAR DETAILS

LATEST AUDITED FINANCIAL STATEMENTS.

A LIST OF OTHER ORGANISATIONS WHO SUPPORT YOUR
CONCERN.

STATE DETAILS OF ANY OTHER SUPPORT FROM ANY OF THE
LIBERTY LIFE FUNDS OR FOUNDATIONS.

PLEASE PROVIDE FULL DETAILS OF SIGNING ARRANGEMENTS ON
YOUR BANK ACCOUNT.

PLEASE PROVIDE FULL DETAILS OF YOUR BANK ACCOUNT.