



Commercial Office Space Lease



COMMERCIAL LEASE AGREEMENT FOR THE PROVISION OF OFFICE SPACE AND PARKING FACILITIES

between

CITY OF JOHANNESBURG METROPOLITAN MUNICIPALITY

Herein represented by **The City of Joburg Property Company (SOC) Limited** (Registration Number 2000/017147/07) herein represented by **HELEN MARGARET BOTES** in her capacity as **CHIEF EXECUTIVE OFFICER** of City of Joburg Property Company (SOC) Limited duly authorized thereto by virtue of a Resolution by the Board of Directors of The City of Joburg Property Company (SOC) Limited dated 22 July 2022

("the Tenant")

and

.....
("The Landlord")

PART 1: LEASE SCHEDULE

This Agreement would consist of this Lease Schedule (Part 1), the General Terms and Conditions of Lease (Part 2 - ANNEXURE A) and all other the Annexures hereto.

Parties

1.1.1 Landlord	
Name:	
Registration number:	



Commercial Office Space Lease



Vat number:	
Physical address:	

1.1.2 Tenant	
Name:	City of Johannesburg Metropolitan Municipality
Vat number:	4760117194
Physical address:	158 Civic Boulevard, Braamfontein

Leased Premises

Leased premises:	Measuring <u>approximately</u> : m ² GLA (gross rentable area) <i>As defined and measured in accordance with the latest SAPOA method for floor areas in buildings, effective 7 November 2007</i>
Name of the building and the SAPOA Grading:	
Address of leased premises:	

Use

Purpose for which the leased premises are let / the leased premises may only be used:	The Leased Premises may only be occupied by the employees of the City of Johannesburg (including its entities) for the purposes of administration and consultation.
Business hours of building	

Lease Period

Commencement date of lease:		Termination date of lease:	
Lease period:	9 (Nine) years, 11 (eleven) months at% escalation per year		
Beneficial occupation date			



Commercial Office Space Lease



1.1.3 Financial Breakdown

General

Save as may be set out otherwise in this Agreement, the amounts below will be payable in terms of this Agreement in the sums and frequency as stipulated in this clause 1.1.4 to 1.1.6 as read with clauses 15 of ANNEXURE A - The General Terms and Conditions.

1.1.4 Basic Rental – m ²				
Lease year	Monthly rental	Rate per m ²	Vat	Total monthly payment including Vat payable on receipt of invoice
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

1.1.5 Parking rental – Bays				
Lease year	R/cost per bay	Monthly rental for parking bays	Vat	Total monthly payment including Vat payable on receipt of invoice
1				

2				
3				
4				
5				
6				
7				
8				
9				
10				

1.1.6	Operating Costs			
-------	------------------------	--	--	--

Lease year	Rate per m ²	Monthly Operating Costs	Vat	Total monthly payment including Vat payable on receipt of invoice
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

1.1.7 Tenants Pro-Rata Share shall mean the Tenant's share calculated by expressing the GLA as a percentage of the General Rentable Area of the Building/Property from time to time.

1.1.8 Contribution to Property Assessment Rates

Property assessment rates and increases thereon are payable monthly (refer clause 15.1.5 of Annexure A) on receipt of invoice



Commercial Office Space Lease



<p>For multi-tenanted premises, Tenant pro-rata share at the commencement date 2024 for the GLA sqm:</p>	<p>..... (including vat)</p>
<p>For single tenanted premises, Tenant share at the commencement date.....2024 for the GLA.....sqm:</p>	<p>.....(including vat)</p>

1.1.9 Service and Refuse Disposal Fee

<p>Services and refuse disposal fee at the commencement date payable monthly (refer clause 18.1.4 of Annexure A) payable monthly on receipt of invoice</p>		
<p>Services and refuse disposal fee:</p>	<p>Tenants pro-rata share or metered usage if available</p>	<p>Escalation (compounded yearly) as imposed by the service provider</p>

1.1.10 Operating Costs: Repairs and Maintenance and Security and Access Control

1.1.10.1 For the purpose of this lease, "Operating Costs" shall include all reasonable and actual costs and expenses incurred by the Tenant in connection with the operation, maintenance, and management of the Leased Premises.

1.1.10.2 Operating Costs shall encompass, but not be limited to, the following:

- a. property taxes and assessments.
- b. Maintenance, repair, and replacement costs, including parking lots, landscaping, and exterior lighting.
- c. Utilities and services provided, such as electricity, water, sewer, and refuse removal.
- d. Security services and systems.
- e. Insurance premiums.

f. Management fees for overseeing operations.

1.1.10.3 The Landlord and the Tenant shall enter into Repairs and Maintenance Agreement which shall be valid for the duration of this lease and in terms of which the Landlord shall carry out repairs and maintenance and security and access control of the leased Premises on behalf of the Tenant, which shall include but not limited to, all items listed in **Annexure F** of this Agreement.

1.1.10.4 The Tenant shall make payments for its share of Operating Costs within 30 days of receiving the tax invoice from the Landlord.

1.1.10.5 The Tenant shall be responsible for the costs of repairs and maintenance and security and access control of the Leased Premises.

1.1.10.6 Repairs and Maintenance will only be undertaken upon written consent from the Tenant.

1.1.10.7 Costs for the repairs and maintenance and security and access control will be billed monthly to the Tenant, as and when the works have been completed as part of the monthly operating costs.

1.1.11 **Tenant Installation Allowance**

1.1.11.1 Tenant Installation means the fitting-out, refurbishment or altering of the Leased Premises to suit the Tenant's requirements.

1.1.11.2 Tenant Installation Allowance means a monetary contribution made by the Landlord to the Tenant in order to refurbish or alter the Leased Premises to suit the Tenant's requirements.

1.1.11.3 The Landlord shall provide to the Tenant, Tenant Installation Allowance for the purposes of Tenant Installation based on the Lease Period.

- 1.1.11.4 The Tenant reserves the right to utilize the Tenant Installation Allowance and appoint the relevant service providers to undertake the required Tenant Installation.
- 1.1.11.5 Prior to commencing any Tenant Installation, the Tenant shall provide the Landlord with detailed plans and specifications for the proposed Tenant Installation.
- 1.1.12 **Back-up Generator or Alternative Power Supply and Water Tanks**
- 1.1.12.1 From the Commencement Date and for the Lease Period, the Landlord shall ensure that the Leased Premises have an operating backup power generator (the "Generator") for the purpose of ensuring continuous power supply in the event of a power outage.
- 1.1.12.2 The Tenant acknowledges and agrees that the Generator is provided for emergency backup purposes only.
- 1.1.12.3 The Generator shall automatically activate upon detecting a power outage, ensuring that essential electrical systems within the Leased Premises remain operational. The Generator shall power up, including but not limited to the following:
- a. all emergency lighting and systems in the Leased Premises;
 - b. parking facilities;
 - c. all elevators and/ lifts;
 - d. all electrical points in the Leased Premises;
 - e. all industrial refrigeration and systems
- 1.1.12.4 The Landlord shall conduct regular tests and inspections of the Generator to ensure its proper functioning and address any issues promptly.

- 1.1.12.5 The Landlord shall be responsible for providing an adequate and continuous supply of fuel for the Generator to maintain its operability during prolonged power outages.
- 1.1.12.6 Regular maintenance, inspections, and necessary repairs or upgrades to the Generator shall be carried out by the Landlord to ensure its optimal performance.
- 1.1.12.7 The Tenant shall cooperate with the Landlord in implementing any reasonable measures necessary to ensure the proper functioning and effectiveness of the Generator.
- 1.1.12.8 Prompt reporting of any issues or concerns related to the Generator by the Tenant is required.
- 1.1.12.9 In the event that the Generator fails to operate due to force majeure events or events beyond the reasonable control of the Landlord, the Landlord shall not be held liable for any resulting damages or losses incurred by the Tenant.
- 1.1.12.10 The Landlord shall maintain the Generator in good condition and repair, and Tenant shall be responsible for a share of the costs of such maintenance and repair based on the proportion of the Generator capacity allocated to the Leased Premises.
- 1.1.12.11 The Landlord is required to ensure that the Leased Premises have water tank/s to ensure that the Tenant enjoys an uninterrupted water supply.
- 1.1.12.12 The Landlord shall be responsible for the regular maintenance and cleaning of the water tank to ensure its proper functioning.
- 1.1.12.13 Any repairs required for the water tank shall be the responsibility of the Landlord.
- 1.1.12.14 The Landlord or their designated representatives shall have the right to access the Leased Premises for the purpose of inspecting the water tank and conducting any necessary repairs or maintenance. The Landlord agrees to provide reasonable notice to the Tenant before entering the premises, except in cases of emergency.



Commercial Office Space Lease



1.1.12.15 The Landlord agrees to comply with all applicable laws, regulations, and ordinances related to the installation, maintenance, and use of water tanks on the Leased Premises

1.1.13 **Centralised Heating, Ventilating, and Air Conditioning (HVAC) System**

1.1.13.1 The Landlord shall furnish HVAC to the Leased Premises sufficient to cause the average temperature and humidity of the Leased Premises and shall ensure that the HVAC system is in good working condition for the Lease Period.

1.1.13.2 The Tenant agrees to promptly notify the Landlord of any issues with the HVAC system during the Lease Period.

1.1.13.3 The Landlord is responsible for repairing or replacing the HVAC system in the event of a breakdown or malfunction.

1.1.13.4 The Landlord or authorized maintenance personnel shall have the right to access the Leased Premises to perform necessary HVAC maintenance and repairs, provided reasonable notice is given to the Tenant.

1.1.13.5 The Tenant agrees to promptly report any HVAC issues to the Landlord in writing.

1.1.13.6 The Tenant shall be responsible for any damage to the HVAC system caused by their negligence.

1.1.13.7 The Landlord shall ensure that the HVAC system complies with all applicable laws and regulations.



Commercial Office Space Lease



SIGNED at _____ this _____ day of _____ 2024

As witnesses:

1. _____
Full name:

2. _____
Full name:

For _____

who hereby warrants that (s)he is duly authorised to sign this agreement on behalf

Full name: _____

Designation: CEO

SIGNED at _____ this _____ day of _____ 2024

As witnesses:

1. _____
Full name:

2. _____
Full name:

For CITY OF JOHANNESBURG

who hereby warrants that s(he) is duly authorised to sign this agreement on her/his/its behalf

Full names: _____

Designation: Chief Executive Officer

INDEX

	<u>Clause Heading</u>	<u>Page</u>
1.	INTRODUCTION	12
2.	LEASE.....	12
3.	DURATION	12
4.	LEASED PREMISES AND PROPERTY	12
5.	OCCUPATION AND TRADING	13
6.	CONDITION, SIZE AND SUITABILITY OF LEASED PREMISES	13
7.	GENERAL USE.....	14
8.	MAINTENANCE AND ALTERATIONS.....	17
9.	RECONSTRUCTION AND REBUILDING	ERROR! BOOKMARK NOT DEFINED.
10.	RELOCATION.....	ERROR! BOOKMARK NOT DEFINED.
11.	DAMAGE AND DESTRUCTION	19
12.	INSURANCE.....	20
13.	FIRE HAZARDS	20
14.	ACCESS AND ACCESS CARDS	20
15.	PARKING.....	21
16.	INFORMATION TECHNOLOGY INFRASTRUCTURE AND CCTV	21
17.	TENANT'S HANDBOOK.....	21
18.	FINANCIAL OBLIGATIONS.....	21
19.	SPECIFIC CLAUSES WITH REGARDS TO AMOUNTS PAYABLE IN TERMS OF CLAUSE 1.1.3 OF THE LEASE SCHEDULE:.....	22
20.	BREACH	25
21.	DISPUTES	27
22.	ADDRESS FOR THE SERVICE OF NOTICES	28
23.	LIMITATION OF LIABILITY AND INDEMNITIES.....	29
24.	FICA	31
25.	LIMITATION OF LIABILITY – GROSS NEGLIGENCE	31
26.	MISCELLANEOUS LEGAL CLAUSES	31

ANNEXURE A

PART 2: GENERAL TERMS AND CONDITIONS OF LEASE

A. INTRODUCTION

WHEREAS the Landlord is the owner of the Property on which the Lease Premises is Situated.

AND WHEREAS the Tenant, following a competitive bidding process, resolved inter alia, to award the lease of the Leased Premises together with parking bays to the Landlord for a period of 9 years, 11 months to be used for administration offices

AND WHEREAS the Tenant wishes to conclude a lease agreement with the Landlord, commencing on 2024 on the following terms and conditions, which the Landlord is agreeable to:

1. LEASE

2.1 With effect from the Commencement Date, the Landlord lets the Leased Premise to the Tenant, on the terms and conditions of this as recorded in this Agreement.

2. DURATION

2.1 Notwithstanding the date of signature hereof, the Lease will commence on the Commencement Date and will terminate on the Termination Date, both of which are contained in clause 1.1.2 of the Lease Schedule.

3. LEASED PREMISES AND PROPERTY

General

- 3.1 The Lease Schedule as read with these standard terms and conditions of lease in this Annexure A, shall collectively be referred to in this Agreement as "the Agreement"
- 3.2 The building in which the Leased Premises are located, is hereinafter referred to as the "Building", while the land on which the Building is located, is hereinafter referred to as the "Land". The Building (including the Leased Premises) and the Land are herein jointly referred to as the "Property".
- 3.3 Appurtenances, fixtures and fittings provided by the Landlord on the Leased Premises form part of the Leased Premises.
- 3.4 All furniture listed in Annexure "D" provided by the Landlord on the Leased Premises form part of the Leased Premises.
- 3.5 The Tenant is to ensure that its employees, agents, contractors or visitors do not act in contravention of this Agreement.

4. OCCUPATION AND TRADING

- 4.1 Occupation of the Leased Premises will be given to the Tenant on date of signature of this Agreement by both parties, provided the Tenant having prior to such date:
 - 4.1.1 furnished the Landlord with this Agreement together with all annexures thereto;
 - 4.1.2 paid to the Landlord all those amounts indicated as payable in respect of the first month of the Lease Period, and
 - 4.1.3 furnished the Landlord will all information in accordance with the Financial Intelligence Centre Act No. 38 of 2001.
- 4.2 The above provisions are for the benefit of the Landlord and may be waived by the Landlord.

5. CONDITION, SIZE AND SUITABILITY OF LEASED PREMISES

- 5.1 The Lease Premises are leased as they stand with all defects both latent and patent, and the Landlord gives no warranty or undertaking whatsoever:
 - 5.1.1 regarding the nature, extent, fitness or suitability of the Lease Premises for the use so intended by the Tenant or for any other purpose; or
 - 5.1.2 that the business or other activity may be lawfully carried on upon or

from the Leased Premises, or that the Premises may lawfully be put to any particular use, or that any permit, consent, license or the like (or any renewal thereof) which may be necessary from time to time to enable any business or other activity to be carried on, upon or from the Lease Premises has been obtained or will be obtained, or having been granted may not be withdrawn; or

5.1.3 that any occupier of neighbouring premises will not compete with any business being conducted by the Tenant upon the Lease Premises.

5.2 Any measurement by the Landlord's architect of the rentable area which varies the size of the Leased Premises by more than 5% (five percent), will result in an adjustment of the rentable area of the Leased Premises for purposes of this Agreement.

5.3 Rentable area will have the meaning which rentable area has in the SAPOA Standard Method for Measuring Floor Areas in Commercial and Industrial Buildings (updated 7 November 2007).

5.4 The Tenant will inform the Landlord in writing within 30 (thirty) days after the Commencement Date whether it disputes the size of the premises. If the Tenant fails to do so, it will be deemed to have accepted the size of the premises as recorded in clause 6 the Lease Schedule.

5.5 The Tenant acknowledges that it must satisfy itself that the Leased Premises are suitable for the purpose for which they are let, the Landlord giving no warranties or undertakings in this regard. The Tenant shall obtain all authorisations and licences necessary to lawfully use the Leased Premises as recorded in this Agreement.

6. GENERAL USE

6.1 The Tenant shall:

6.1.1 at the Tenant's cost, be responsible for obtaining all permits, consents, licenses and the like which are necessary for its use of the Leased Premises;

6.1.2 use the Leased Premises for the sole purposes set out at clause 1.1.2 of the Lease Schedule and the Tenant will have no rights of exclusivity over the type of business or similar businesses conducted on the Property and/or in the Building;

- 6.1.3 abide by all rules made by the Landlord or any other body or authority from time to time in respect of the management and use of the Building and/or Property (as applicable). Such rules, without limitation, may among other things, be in respect of security, safety, fire, access, parking, signage, common areas, waste management, delivery, refuse removal and other services. A failure to comply with such rules will be regarded as a breach of this Agreement;
 - 6.1.4 The Landlord shall on demand being made therefore by the Tenant present an electrical certificate of compliance in respect of the electrical installations on the Leased Premises.
- 6.2 The Tenant shall not:
- 6.2.1 permit any unlawful use of the Leased Premises or any use which is contrary to the conditions of title, registered servitudes and the provisions of the town planning scheme, applicable to the Property. Copies of the title, registered servitudes and the provisions of the Town Planning Scheme will be provided to the Tenant on request;
 - 6.2.2 interfere with or permit any object to be placed in the Leased Premises which exceeds the floor design load of the Building or of the Leased Premises, or store or keep or permit the storage or keeping of any dangerous or hazardous substances or thing upon the Leased Premises without the prior written express consent thereto of the Landlord in each instance.
 - 6.2.3 do or omit to do or permit any act or omission which may be or become any annoyance, nuisance, disturbance or hazard, or cause damage to any owner and/or occupier of neighbouring premises or property or to the public in general or detract from the value or character of the Lease Premises and the Property. Any excessive noise or odour pollution caused or permitted to be caused in the Leased Premises by the Tenant shall be deemed to be a nuisance within the meaning of this sub-clause;
 - 6.2.4 interfere with or overload the electricity supply to the Leased Premises.
- 6.3 The Landlord may:
- 6.3.1 reasonably control, restrict or deny access to the Property and/or Building in the interest of security or safety and may secure the

Property and/or Building as it sees fit. The Tenant is responsible for the security of the Leased Premises at its cost;

6.3.2 at any time place any licence or business notice on the exterior of the Leased Premises. "To Let" signs may, unless agreed otherwise in writing, only be placed on the exterior of the Leased Premises during the last 3 (three) months of the Lease Period and/or upon cancellation of this Agreement in event of breach. During this period the Landlord will be entitled to show the Leased Premises to any prospective tenant.

6.4 The Tenant undertakes to:

6.4.1 comply with the Occupational Health and Safety Act No. 85 of 1993, as amended. The Tenant hereby also indemnifies the Landlord and/or its managing agents and hold them harmless against any claims by any third parties arising from any loss or injury which may occur within the Leased Premises resulting from the Tenants failure to comply herewith;

6.4.2 comply with the provisions of the Environmental Conservation Act No. 73 of 1989, as amended and the Consumer Protection Act No. 68 of 2008 (with specific reference to the handling, storage, collection and disposal of waste);

6.4.3 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. 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 (excluding the Leased Premises);

6.4.4 use its best endeavours to limit the noise levels and nuisance caused by any industrial action by its employees or directed at the Tenant;

6.4.5 Co-operate and comply with any Green building and Energy Saving initiatives and measures imposed by the Landlord or any authority from time to time.

6.5 The Tenant hereby acknowledges that the Landlord is not liable for any inconvenience or damage suffered by the Tenant on account of the

interruption or temporary restriction of services to the Building and/or Leased Premises, restriction or denial of access to the Property and/or Building unless due to the Landlord's negligence. The Landlord may further do so in the application of security or safety measures, maintenance and repair work and work to effect alterations, additions or removals. The Landlord, however, undertakes to do any work as soon as reasonably possible and with limited inconvenience to the Tenant.

- 6.6 The Tenant indemnifies and holds the Landlord harmless against any protest, picketing, strike, unlawful occupancy, nuisance and disturbance carried out by any employees and/or third party/parties on the Leased Premises and/or the Property directed to or relating to the Tenant.
- 6.7 The Landlord shall be entitled to inspect the Leased Premises for any purpose whatsoever at all reasonable times, provided that the Landlord gives reasonable notice that it wishes to inspect the Leased Premises.

7. MAINTENANCE AND ALTERATIONS

- 7.1 The Tenant will be liable for:
 - 7.1.1 any damage caused to the Property and/or Building by itself or for which it is vicariously liable, however including but not limited to, its employees and agents, and the Tenant's visitors and consultants;
 - 7.1.2 preventing any blockage of any sewer or water pipes or drains in or used in connection with the Leased Premises and shall at its cost remove any blockage or obstruction in any sewer or water pipes or drains serving the Leased Premises exclusively, and where necessary repair the sewer, pipe or drain concerned;
- 7.2 The Tenant will always at its cost keep the interior of the Leased Premises as well as the inside and outside of its doors and windows (including frames and burglar-proofing) clean and hygienic.
- 7.3 The Tenant may not make any alterations, additions or improvements to the Leased Premises without the prior written consent of the Landlord. All alterations, additions or improvements made to the Leased Premises shall be made entirely at the Tenant's cost, which cost shall also include any consultant which the Landlord may consider necessary to appoint to advise on or oversee such alterations, additions or improvements. All alterations,

additions or improvements shall conform to the current design and specifications of the Leased Premises.

7.4 All alterations, additions or improvements of any nature to the Leased Premises effected by or on behalf of the Tenant shall, unless the Landlord shall have expressly and specifically agreed to the contrary in writing, become the sole property of the Landlord, and the Tenant:

7.4.1 shall not be entitled to any compensation therefor unless prior to the construction or installation thereof the Landlord expressly and specifically agrees in writing to compensate the Tenant therefor, and then only to the extent of such agreed compensation;

7.4.2 hereby waives any lien or other right of retention in respect thereof and shall indemnify the Landlord against any lien or claim of any other person in connection therewith. Should any such lien arise then, without prejudice to any other right or remedy of the Landlord, the Landlord shall be entitled to discharge such lien and recover the cost incurred in doing so from the Tenant on demand;

7.4.3 shall maintain the same in good condition, fair wear and tear expected, at the Tenant's cost.

7.4.4 The Tenant shall not interfere with any air-conditioning installations in the Leased Premises, nor shall the Tenant be entitled to install in or on any part of the Leased Premises any air-conditioning plant or unit nor any heating appliance without the prior consent of the Landlord.

7.4.5 On vacating the Leased Premises, the Tenant will restore the Leased Premises to the condition as at the Commencement Date, fair wear and tear excepted. The Landlord may (without prejudice to any other rights and remedies which it may have), give the Tenant written notice advising the Tenant that it does not require the Tenant to remove certain fixtures and fittings from the Leased Premises, in which event such fixtures and fittings will become the property of the Landlord without any compensation payable to the Tenant.

7.4.6 Without derogating from the other provisions of this Agreement, the Landlord shall not be liable to compensate the Tenant for any alterations, additions or improvements made to the Leased Premises and the Tenant waives any lien in respect thereof.

- 7.5 The Tenant will, subject to the provisions of clause 6.7, at all reasonable times permit the Landlord to have access to the Leased Premises for the purpose of carrying-out inspections or to carry out any repairs and/or alterations which the Landlord deems necessary.
- 7.6 Should either party fail to carry out any of its obligations under this Agreement with regard to any maintenance, repair, replacement or restoration of the Leased Premises, including, but not limited to, all fixtures and fittings, décor items, interior and exterior doors within a period of 30 (thirty) days after receipt of written notice, the other party will be entitled, without prejudice to any of its other rights or remedies, to effect the required maintenance, repairs, restoration or replacement and to recover the cost thereof from the other party on demand, alternatively to cancel this Agreement.

8. DAMAGE AND DESTRUCTION

- 8.1 If the Leased Premises and/or the Building is damaged or destroyed to such an extent that it becomes substantially un-tenantable and inaccessible, as determined by an independent registered assessor, for a continuous period of at least 1 (one) month, then either Party may:
- 8.1.1 by written notice to the other, terminate this Agreement from date of such damage or destruction; or
 - 8.1.2 alternatively, and by agreement between both Parties, the Landlord may rebuild or restore the Leased Premises and/or the Building, provided that during such rebuilding or restoration the monthly rental will be abated in accordance with the extent of any loss of beneficial occupation suffered by the Tenant.
- 8.2 Where the Tenant is found to be liable for the damage and/or destruction, it shall not be entitled to give notice in terms of clause 8.1.1 above and furthermore be liable for the cost of restoring the Leased Premises and/or Building, and will also not be entitled to any abatement of rental and/or any other amounts payable in respect of the use of the Leased Premises.
- 8.3 In the event of either Party terminating this contract in terms of clause 8.1.1 above, (except as limited in 8.1.2 above) then and in such an event, neither

Party will have any claim of whatsoever nature against the other, arising out of such termination.

9. INSURANCE

9.1 The Tenant shall take out and maintain throughout the Lease Period adequate insurance for its furniture, equipment and documents brought by it into the Leased Premises.

10. FIRE HAZARDS

10.1 The Tenant shall not at any time bring or allow to be brought or kept on the Property, any matter or thing or explosive or highly flammable goods or conduct any activity whereby the fire or any other insurance policy of the Building may become void or voidable or whereby the premium for or excess payable of any such insurance may be increased. If the premium or excess for such insurance is increased as a result of a contravention of this clause, whether with the Landlord's written consent or not, the Landlord, without prejudice to any of its rights hereunder and without being obliged thereto may recover from the Tenant the amount due in respect of any additional premium or excess and the Tenant shall pay such amount immediately on notification from the Landlord. If the Landlord in writing direct the Tenant to immediately refrain from such conduct resulting in such increase, the Tenant shall do so, failing which the Landlord shall be entitled but not obliged to forthwith cancel this Agreement.

11. ACCESS AND ACCESS CARDS

- 11.1 Access to the Leased Premises is strictly controlled. Access will only be granted to those persons in possession of a duly issued access card.
- 11.2 The Tenant is to comply with the Landlord's rules with regards to accessing the Leased Premises, as specified in the tenant's handbook more specifically referred to in clause 14 below and attached to Annexure "B".
- 11.3 It is incumbent upon the Tenant to advise the Landlord when any of the Tenant's staff cease to be employed by the Tenant, or no longer require access to the Building, so that the Landlord may destroy any personal information that it may have obtained from such staff member for the purposes of issuing the access card.

12. PARKING

- 12.1 The Tenant shall be allocated the number of parking bays specified in clause 1.1.5 of the Lease Schedule. These parking bays are to be used by the Tenant's employees and Tenant's visitors only.

13. INFORMATION TECHNOLOGY INFRASTRUCTURE AND CCTV

- 13.1 The Tenant may make use of the existing reticulation to the end-points in the Leased Premises.
- 13.2 The existing reticulation may not be removed or damaged in any way whatsoever.
- 13.3 Wireless access points may be installed with the prior written consent of the Landlord.
- 13.4 The Tenant acknowledges that, as part of the general security of the Building, that there are CCTV cameras in and around the Building and the Leased Premises, which are monitored and maintained by the Landlord.

14. TENANT'S HANDBOOK

- 14.1 The Tenant shall, without additional cost to the Landlord, comply with and ensure that all the Tenant's employees comply with:
- 14.1.1 the Tenant's Handbook, a copy of which is attached hereto as Annexure "B";
and
- 14.1.2 the Landlord's evacuation procedures in the event of a fire alarm being activated on the Leased Premises. In this regard it is specifically noted and agreed by the Tenant that the Tenant's employees will participate in any safety training and evacuation drills that the Landlord requires from time to time. The Landlord requires an updated list of all the Tenant's employees that will be occupying the Leased Premises for evacuation purposes, which the Tenant undertakes to provide and keep updated.

15. FINANCIAL OBLIGATIONS

15.1 General Obligations

- 15.1.1 The Tenant will, with effect from the Commencement Date of this Agreement, but subject to provisions of the corresponding clauses of this clause 15, pay to the Landlord those amounts indicated as payable to the Landlord in terms of clause 1.1.4 and 1.1.5 in the Lease Schedule, in the amounts and in the frequencies stipulated therein.

- 15.1.2 In addition to those amounts payable in terms of clause 15.1.1, the Tenant will be liable for the cost of services supplied to the Leased Premises and Operating Costs on the terms and conditions recorded herein.
- 15.1.3 Except where expressly stated to the contrary, amounts expressed in this Agreement include Value Added Tax ("VAT") and those amounts expressed in this Agreement as the equivalent of the amounts payable by the Landlord to a third party include the VAT payable by the Landlord to the third party in respect thereof. The provisions of Section 67 of the Value Added Tax Act No. 89 of 1991 (as amended) are applicable.
- 15.1.4 Should any amount payable by the Landlord to any third party in respect of the Property and/or Building be increased, and the Tenant is in terms of this Agreement liable in respect of same, save where expressly regulated to the contrary in this Agreement. The Tenant's contribution towards any such amounts will be calculated by the Tenants Pro-Rata Share expressed as a percentage in clause 1.1.7 of the Lease Schedule.
- 15.1.5 Should the Landlord become liable to make any payments to any government, provincial, municipal or other local or statutory authority or any other third party in respect of Property Assessment Rates, parking levies and any other charges levied in respect of the Property and/or Building not contemplated in this Agreement, then the Tenant will be liable as per Tenants Pro-Rata Share of such payment to the Landlord.

**16. SPECIFIC CLAUSES WITH REGARDS TO AMOUNTS PAYABLE IN TERMS OF
CLAUSE 1.1.3 OF THE LEASE SCHEDULE:**

- 16.1 The clauses below will be applicable only insofar as the Lease Schedule (clause 1.1.3) indicates that the amount in respect of which the clause operates is payable by the Tenant.
- 16.2 The Tenant's rental of parking bays will not constitute a separate lease and will for all intents and purposes be inextricably linked to, and subject to the provisions of this Agreement.

- 16.3 All payments due by the Tenant in terms of this Agreement will be made by one of the following means:
- 16.3.1 by direct deposit into the Landlord's bank account as reflected on the Tenant's invoice; or
 - 16.3.2 by electronic transfer, always furnishing the correct tenant number as deposit reference.
- 16.4 Payments will be made without deduction or set-off for any reason whatsoever, in the frequencies indicated at clause 1.1.3 of the Lease Schedule.
- 16.5 Where amounts are stipulated to be payable monthly, such amounts will, save for where such amounts are based on consumption and are levied in arrears, be paid in advance on or before the first day of each calendar month; and, in all other events on demand.
- 16.6 The Landlord may appropriate and re-appropriate any payment received from or for the benefit of the Tenant in reduction of any amount payable by the Tenant to the Landlord in terms of this Agreement or its termination.
- 16.7 If the Tenant fails to make payment to the Landlord of any amount payable by it in terms of this Agreement, then the Landlord may (without prejudice to any other rights and remedies which it may have) recover interest from the Tenant on the amount outstanding at a rate per annum equal to the prime overdraft rate per annum charged from time to time by First National Bank Limited, plus 2% (two per cent). The Tenant may dispute an amount that is not an agreed monthly cost in terms of Clause 1.1.3 of the Lease Schedule and in such an event no interest may be recovered by the Landlord.
- 16.8 Without prejudice to any rights and remedies of the Landlord and notwithstanding any legal rule or provisions herein to the contrary, payments made by post will only have been validly made when the payment is received by the Landlord; and, if made in terms of any instrument other than cash, when such instrument has been honoured. Furthermore, the Tenant bears the risk of such payment not being delivered by post timeously or at all, whether as a result of loss, theft, delay or any other reason.
- 16.9 Should the Landlord's bank account details change, such change will be communicated on the Landlord's official letterhead signed by the financial director of the Landlord and sent to the Tenant in accordance with the provisions of clause 19.

- 16.10 The Tenant's contributions to Property Assessment Rates (refer clause 0 of Lease Schedule) is calculated based on the Tenants Pro-Rata Share.
- 16.11 The refuse disposal fee (refer clause 1.1.9 of the Lease Schedule) will be subject to the Landlord's policies and its reasonable directions with regards thereto. To the extent that the Landlord after the Commencement Date installs any mechanisms and/or facilities for the benefit of the Tenant, then the Tenant will on 30 (thirty) days' written notice from the Landlord pay such reasonable fee as it may be advised in such notice in respect of the use of such mechanisms and/or facilities.
- 16.12 With effect from the Commencement Date the Tenant will pay to the Landlord Other Services as referred to in 1.1.9 of the Lease Schedule on receipt of written request. The cost of the use of electricity, water, gas, refuse removal, sewerage and effluent charges (including basic and service charges), security and cleaning service charges, and the maintenance of floor plants, levied or attributed directly to:
- 16.12.1 the Leased Premises; and
 - 16.12.2 the Building and/or Property which are attributable to the use of the Tenant.
- 16.13 The Tenant will be liable for the above charges in accordance with the reading reflected on sub-meters or other measuring devices which the Landlord will be entitled to install at any time, manner or place which the Landlord deems necessary at the same rate as if the Tenant would have contracted with the supplier of such service directly.
- 16.14 Should no such sub-meters or measuring devices be installed, the Tenant will pay to the Landlord a proportionate share expressed as a percentage in 1.1.8 of the Lease Schedule of the monthly costs of all such costs consumed in the Building.
- 16.15 The Landlord shall furthermore be entitled to recover the costs of services supplied to the common areas in the Building, calculated on the Tenants Pro-Rata Share of the monthly costs of all such costs consumed in the Building.
- 16.16 No heating or air-conditioning appliances (other than as supplied by the Landlord, if any) may be used in the Leased Premises, unless the Landlord consents thereto in writing.
- 16.17 Any additional services required by the Tenant in respect of the Leased Premises must be expressly agreed to in writing by both Parties.
- 16.18 The Landlord may only supply certain services and amenities during the Business Hours referred to in clause 1.1.2 of the Lease Schedule and to receive services and

amenities beyond these hours shall require prior arrangement with; as well as written consent from the Landlord.

17. BREACH

17.1 Should the Tenant:

- 17.1.1 fail to pay any rental or other amounts due by the Tenant in terms of this Agreement on due date; or
- 17.1.2 commit any act which is unlawful or contravene any condition of title or other right relating to the Property; or
- 17.1.3 make any general assignment for the benefit of its creditors or compromise with its creditors generally or be placed under provisional or final liquidation or business rescue or through its shareholders and/or directors take any resolution to carry out the aforesaid acts; or
- 17.1.4 have any judgement in excess of R20 000.00 (twenty thousand Rand) taken against it, and fail within seven (7) days of it is 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
- 17.1.5 remove or allow the removal of any item from the Premises which is the object of and falls under the Landlord's hypothec; or
- 17.1.6 be unable, or fail or admit an inability in writing, to pay its debts as and when they fall due; or
- 17.1.7 make any representation in connection with its financial affairs, which proves in any material respect to have been incorrect or untrue when made; or
- 17.1.8 repeatedly breach any of the terms of this Agreement in such manner as to justify the Landlord in holding that the Tenant's conduct is inconsistent with an intention and ability to carry out the terms of this Agreement; or
- 17.1.9 default in the performance of any other provision of this Agreement or any other agreement between the Parties, and such default continues for a period of 30 (thirty) Business Days after receipt of written notice, then and in any of such events, the Landlord shall have the right, but not be obliged to forthwith cancel this Agreement and

retake possession of the Leased Premises and/or claim damages without prejudice to any of its other rights under this Agreement or at law. In so doing, the Landlord shall be entitled to remove from the Leased Premises any goods situate therein, in which event the Tenant shall have no claim whatsoever either for damages or otherwise against the Landlord.

- 17.2 Any goods so removed from the Leased Premises shall be stored at the cost and risk of the Tenant.
- 17.3 Should the Tenant breach any term of this Agreement and the Landlord has given notice in terms of this clause on two or more occasions to remedy such breach (whether the same breach or a different breach), and furthermore the Tenant failed to remedy such breach within such period, then the Landlord may (without prejudice to its other rights and remedies) immediately change the Lease Period so that this Agreement may thereafter be terminable by the Landlord upon one (1) calendar month's written notice given to the Tenant.
- 17.4 The Landlord shall be entitled to recover all letting commission (if applicable) paid by it to an Agent to lease the Leased Premises, and all legal costs incurred by it in connection with the foregoing from the Tenant, including but not limited to attorney and own client charges, tracing fees and such collection commission as the Landlord is obliged to pay to its attorneys.
- 17.5 Without prejudice to any of the other rights of the Landlord from due date to date of payment, the Tenant shall pay interest at the rate of two per centum (2%) above prime rate per month or part thereof during the period while the payment is outstanding on all amounts (rental and costs or otherwise) due by the Tenant to the Landlord in terms of or arising out of this Agreement, including any monies disbursed by the Landlord on behalf of the Tenant. The Tenant may dispute an amount owing that is not an agreed monthly cost in terms of Clause 1.1.3 of the Lease Schedule and in such a case no interest may be recovered by the Landlord.
- 17.6 If the Tenant disputes any termination of this Agreement and remains in possession of the Leased Premises, it will continue paying the rental and other monies payable in terms of this Agreement and will continue to fulfil its other obligations in terms of this Agreement pending the determination of such dispute. The Landlord will be entitled to accept such payments without prejudice to its rights or remedies. If such dispute is resolved in favour of the Landlord, then any such payments will be

deemed to have been paid on account of damages suffered by the Landlord as a result of the unlawful holding over by the Tenant of the Leased Premises.

17.7 Should the Landlord:

17.7.1 fail to pay any municipal rates, taxes or services in respect of the Property on due date; or

17.7.2 commit any act which is unlawful or contravene any condition of title or other right, law, or by-law relating to the Property; or

17.7.3 be unable, or fail or admit an inability in writing, to pay its debts as and when they fall due; or

17.7.4 make any representation in connection with its financial affairs, which proves in any material respect to have been incorrect or untrue when made; or

17.7.5 repeatedly breach any of the terms of this agreement in such manner as to justify the Tenant in holding that the Landlord's conduct is inconsistent with an intention and ability to carry out the terms of this Agreement; or

17.7.6 default in the performance of any other provision of this Agreement or any other Agreement between the parties; or

17.7.7 breach any term of this Agreement and the Tenant has given notice in terms of this clause on two or more occasions to remedy such breach (whether the same breach or a different breach), and furthermore the Landlord fails to remedy such breach within such period,

and such default continues for a period of 30 (thirty) Business Days after receipt of written notice from the Tenant, then and in any of such events, the Tenant shall not have the right to cancel this Agreement or change the Lease period, or cancel or give up any portion of the lease area, but shall have the right, and without prejudice to any of its other rights under this Agreement or at law to claim damages and rectification from the Landlord.

17.8 By not sooner than 90 (ninety) days from the Commencement Date, the Landlord shall provide a guarantee in favour of the Tenant, to be called upon should the Landlord fail to comply in all or any one of the above.

17.9 The guarantee shall be equivalent of not less than 3 months rental and in a form that will satisfy the Tenant and the Tenant shall from time to time be entitled to inspect the guarantee in order to satisfy itself that the guarantee remains valid.

18. DISPUTES

- 18.1 If any dispute arises out of this Agreement, either party may give notice to the other that a dispute exists.
- 18.2 Within 30 Days of receipt of the notice by the other party, a director or equivalent of each party or their nominees must meet and try to:
 - 18.2.1 resolve the dispute; or
 - 18.2.2 agree a process for resolving the dispute (which may include arbitration or mediation).
- 18.3 If the parties' directors or equivalent or their nominees do not meet or do not resolve the dispute or agree on a process for resolving the dispute within 30 Days of receipt of the notice, either party may take any other action it considers appropriate, including approaching any court having jurisdiction for relief.
- 18.4 The provisions of this clause 18 shall not prevent either party from approaching any court having jurisdiction for urgent relief.

19. ADDRESS FOR THE SERVICE OF NOTICES

- 19.1 Unless otherwise specified any notice or communication in terms of this agreement:
 - 19.1.1 must be in writing to be effective;
 - 19.1.2 must be sent by hand, e-mail or prepaid registered post to the addresses below, which physical addresses the parties select as their respective domicile citadel et executant:

The Landlord	Postal	Physical
The Tenant	PO Box 31565 Braamfontein Johannesburg, 2017	3 rd Floor Forum 1 Braam Park 33 Hoofd Street Braamfontein 2017

e-mail: hvotes@jhbproperty.co.za

- 19.2 Either party may change its address any other address within South Africa. Such change will only take effect upon receipt or deemed receipt of such notice by the other party.
- 19.3 Any notice or communication shall:
- 19.3.1 if delivered by hand during business hours to the person apparently in charge of the premises selected by the addressee for the delivery of notices, be deemed to have been received on the date of delivery;
 - 19.3.2 if sent by prepaid registered post to the selected address, be deemed to have been received 6 days after posting; and
 - 19.3.2 If sent by e-mail be deemed to have been received (unless the contrary is proved) on the next Business Day after the date of transmission.
- 19.4 Any notice or communication which has been received by a party shall be regarded as sufficient notice even if it has not been sent in the manner or to the address/telefax number provided for above.

20. LIMITATION OF LIABILITY AND INDEMNITIES

- 20.1 The Tenant indemnifies the owner of the Premises and all holding companies and/or subsidiaries thereof from time to time (including the Landlord) and the directors, officers, employees acting in the course of their duties as such and agents thereof:
- 20.1.1 against all claims and legal proceedings which may be made or be instituted by any person against any one or more of them; and
 - 20.1.2 against all costs (including, without limitation, attorney and own client legal costs which they may incur in resisting the foregoing and in enforcing this indemnity), expense, loss and/or damage whatsoever which they may incur, sustain or be liable for, in respect of:
 - 20.1.2.1 any bodily injury to, or the death, disease, or sickness of, any person invited by the Tenant onto the Leased Premises, including without limitation, any director, member, officer, employee, worker, supplier, customer, contractor, guest or visitor of the Tenant, or any other person who enters or is upon the Leased

Premises with the express, implied or tacit consent of the Tenant (hereinafter referred to as "Invitees"), and/or

20.1.2.2 any loss or destruction of, and/or damage of any nature whatsoever to, any property belonging to the Tenant or to any Invitee which may occur in or upon or in connection with the Lease Premises during this Agreement, howsoever or by whomsoever the same may be caused or arise, and whether as a consequence of any theft from the Leased Premises; or any defect in the Leased Premises; or the Leased Premises being in a state of disrepair; or any particular repair not having been effected timeously or at all by or on behalf of the Landlord; or any defect in or malfunctioning of any fixture, fitting or appliance in the Leased Premises; or any fire, leakage, rain, storm, hail, lightning, flooding, riot or strike; or any act of God, war, terrorism or sabotage; or any act or omission of any occupier of neighbouring Leased Premises or any security personnel or service arranged by the Landlord; or as a consequence of any other cause whatsoever, including wilful misconduct or negligence of the companies and/or persons hereby indemnified.

20.2 The Tenant shall have no claim against the Landlord (whether for cancellation of this Agreement, damages, remission or deferment of rental or otherwise whatsoever) for any failure or interruption of any water, electricity, gas, cleaning, sanitation, sewage disposal, refuse removal, security, air conditioning, telephone, telex or any other supply, service, amenity or facility whatsoever supplied, rendered or provided to or in respect of the Leased Premises.

20.3 The Tenant warrants that any information regarding goods or services, which are presented to the Landlord for any purpose, including but not limited to advertising, marketing or publishing, shall not be in contravention of the Consumer Protection Act No. 68 of 2008. The Tenant hereby indemnifies

the Landlord and holds the Landlord harmless in respect of any claim whatsoever resulting from a breach of this warranty.

- 20.4 The parties record that, should the Tenant or its agents request assistance from the Landlord or its agents in case of an alleged crime committed by any party and such assistance is granted (without being obliged to do so), the Tenant hereby indemnifies and holds the Landlord or its agents harmless against any claims resulting from such assistance by the Landlord or its agents.

21. FICA

- 21.1 The Tenant acknowledges the Landlord's duty to comply with the Financial Intelligence Centre Act No. 38 of 2001, as amended, and agrees to provide the Landlord with the relevant documents as required by law.

22. LIMITATION OF LIABILITY – GROSS NEGLIGENCE

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

23. MISCELLANEOUS LEGAL CLAUSES

- 23.1 This Agreement sets out the entire agreement and understanding between the parties and supersedes all prior agreements, written or oral, in connection with the subject matter hereof.
- 23.2 No party may rely on any representation which allegedly induced that party to enter into this Agreement, unless the representation is recorded herein.
- 23.3 Since the provisions of this Agreement have been settled by negotiation and each party has been free to secure independent legal advice, the rule of construction that clauses must be interpreted against the party principally responsible for drafting does not apply.
- 23.4 No agreement varying, adding to, deleting from or cancelling this Agreement, including this clause, and no waiver of any right under this Agreement shall be effective unless in writing and signed non- electronically by or on behalf of the parties.
- 23.5 No relaxation by a party of any of its rights in terms of this Agreement at any time shall prejudice or be a waiver of its rights (unless it is a signed written waiver) and it

shall be entitled to exercise its rights thereafter as if such relaxation had not taken place.

- 23.6 The Tenant may not cede, delegate, assign or sub-contract any of its rights or obligations in terms of this Agreement, or sub-let or allow the Leased Premises to be occupied by any third party or another Department or member of another Department of the Tenant without the prior written consent of the Landlord. The Landlord may delegate and or assign its rights and obligations to under this Agreement to its holding company or any of its subsidiaries as a result of the restructuring of the Landlord and/or a purchaser of the Property.
- 23.7 If any provision of this Agreement is, or becomes, invalid or unenforceable, it shall be severable from the rest of the agreement, which shall continue to be binding on the parties.
- 23.8 Headings of clauses are inserted for the purpose of convenience only and must be ignored in the interpretation of this Agreement.
- 23.9 Unless inconsistent with the context, words signifying any one gender will include the others, words signifying the singular will include the plural and vice versa and words signifying natural persons will include artificial persons and vice versa.
- 23.10 For the purposes of this Agreement:
- 23.10.1 "day" means a calendar day;
 - 23.10.2 "business day" means any day other than a Saturday, Sunday or South African Public Holiday;
 - 23.10.3 "month" means a month calculated from a day in one month to the day before the day numerically corresponding to it in the following month;
 - 23.10.4 "calendar month" means one of the 12 months of the year from the 1st to the last day of such month;
 - 23.10.5 whenever any number of days is prescribed, it excludes the first and includes the last day unless the last day falls on a Saturday, Sunday or South African public holiday in which case the last day will be the next succeeding business day.
- 23.11 The various documents forming part of this Agreement are to be taken as mutually explanatory. In the event of any conflict or inconsistency the provisions contained in the main body of the agreement will prevail.
- 23.12 The words "shall", "will" and "must" used in the context of any obligation and/or restriction imposed on a party have the same meaning;

- 23.13 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to that provision as if it were a substantive clause in the body of the agreement, notwithstanding that it is only contained in the interpretation clause.
- 23.14 A reference to any legislation (including statutes, ordinances, regulations and by-laws) must be construed as a reference to that legislation as at the date of signature of this Agreement and as may be amended or re-enacted or substituted from time to time.
- 23.15 Any Schedule/Annexure attached to this Agreement and initialled or signed by the parties to this Agreement, and relevant to this agreement are an integral part of this Agreement.
- 23.16 This Agreement shall be binding on and enforceable by the administrators, trustees, successors in title, successors in office, assigns or liquidators of the parties as fully and effectually as if they had signed this Agreement in the first instance and reference to any party shall be deemed to include such party's administrators, trustees, successors in title, successors in office, assigns or liquidators, as the case may be;
- 23.17 Each Party shall bear its own costs of and incidental to the negotiation, preparation and execution of this Agreement.
- 23.18 The Tenant and the Landlord acknowledges that they each have a code of ethics ("the Code"). A copy of the Code may be viewed and is available on request by either Party. The Parties expects each other to maintain a consistently high standard of integrity in all their business relationships and to foster the highest possible standards of professional competence in all of their activities. To this end, the Parties agrees that they shall not knowingly take any action which amounts to a non-compliance with the Code. Further, no employee of either Party is authorised to propose to the other Party or approve conduct inconsistent with the Code.

GENERAL

1. Security

- 1.1 Security is everybody's responsibility. Whilst there are always security guards on the premises, each person needs to do their bit by taking due care of all their personal possessions, including laptops, tablets, cell phones and other valuables.
- 1.2 In order to be issued with an access card, each employee or contractor/consultant of the Tenant ("employee") will be required to complete an application form, have their photo taken and submit a copy of their ID document.
- 1.3 Each employee's first access card will be issued free of charge. Should an employee have misplaced or forgotten their access card, security can issue a visitor's card for the day. Lost cards will be replaced at a cost of R..... per person payable at security.
- 1.4 Employees must scan their access card at the turnstile to enter or exit the building. Turnstiles are anti-pass back.
- 1.5 Employees may not give their access card to any other employee or person to use.
- 1.6 To gain access to any of the floors occupied by the Tenant, the employees must scan his/her access card at the readers. The employee will only have access to the floors being leased in terms of the Commercial Lease Agreement. The canteen floor, when not let to another tenant, will also be accessible for employees to access the smoking balcony. No access to other floors will be given to the Tenant and the Tenant's employees.
- 1.7 Employees must ensure that access doors have closed properly after they have entered and/or exited, to avoid unauthorised access.
- 1.8 The fire escape doors on the east side of the building will be accessible by means of scanning the employee's card at the reader. The fire escape doors on the west side of the building are linked to an alarm and may not be used except during an emergency evacuation.
- 1.9 Should the employee have large parcels / baggage, they may make use of the disabled entrance with the assistance of security.

- 1.10 The Tenant must report all employee resignations and terminations to security and ensure that all access cards are returned. Access to the building will be terminated on the employee's last working day. Access is automatically terminated if an access card has not been in use for 60 days.
- 1.11 Security must be informed of any planned after hour activities (before 6am or after 6pm). This includes weekend work and/or public holidays.
- 1.12 Duplicate keys to offices and meeting rooms will be held by security. Issued keys must be signed for and returned to security on the same day.
- 1.13 An equipment moving form must be completed and signed by a designated person, which will be checked by security before allowing the person to exit / enter the premises with the equipment. An authorised designated person must be appointed and communicated to security and sample signatures provided.
- 1.14 The Tenant must notify security of all employee moves from floor to floor. This is important for emergency evacuation purposes.
- 1.15 For your safety and security, CCTV cameras are installed in designated areas on all floors.
- 1.16 Other than set out hereinafter, no firearms and/or dangerous weapons will be allowed in the building. Should an employee or contractor have a firearm in his/her possession it must be reported to security by completing the firearm register. This is a gun free building. Once the necessary documents have been completed and security information have been provided, the person will be allowed to enter the building with a firearm. The Landlord acknowledges that due to the requirements of the Tenant's business, some of the Tenant's staff will have firearms in their possession. These staff members will be granted a permanent permission to enter the building with a firearm without checking their firearms.
- 1.17 An indemnity form must be completed by a parent or guardian prior to minors entering the building.
- 1.18 Employees who are under the influence of drugs or alcohol will not be allowed into the building.
- 1.19 No alcoholic beverages may be sold, purchased or consumed on the premises without producing a liquor license.

1.20 For servicing, cleaning and maintenance purposes the Facilities Manager, security, maintenance and cleaning staff will have access to Tenant's floors.

2. Visitors

2.1 All visitors must report to security upon arrival and complete the visitor's register in order to receive an access card.

2.2 No firearms and/or dangerous weapons will be allowed in the building. Should a visitor have a firearm in his/her possession, it must be reported by completing the firearm register. This is a gun free building.

2.3 The visitor's card is for single use only (entrance and exit).

2.4 All visitors must be escorted from and to reception by their host.

2.5 Visitors must use their card to access the turnstile and scan and drop it in the drop box when exiting.

2.6 An indemnity form must be completed by a parent or guardian prior to minors entering the building.

2.7 Visitors under the influence of drugs or alcohol will not be allowed into the building. Breathalyser tests may be conducted by security.

2.8 All contractors or service providers must report to security and complete the contractors register, as well as an OHS Act 37.2 agreement. All contractors or service providers must always be escorted by a security guard. Breathalyser tests will be conducted daily by Security on all contract workers. Please notify security and the Facilities Manager of any scheduled work at least 24 hours before onsite service commences.

2.9 All installations or alterations in the building will require written consent from the Landlord.

3. Deliveries and collections of parcels

- 3.1 All deliveries of goods or parcels to reception must be collected and signed for by the recipient.
- 3.2 All parcels to be collected by a third party must be left at security for collection.
- 3.3 There is a parcel register at reception which must be completed for all deliveries and collections.

4. Parking

- 4.1 Designated parking will be allocated to the tenant in the basement and clearly marked with signage.
- 4.2 These allocated parking bays will be managed by the Landlord.
- 4.3 The onus is on the Tenant to notify security should their vehicle details change, as per the original access card application.
- 4.4 A designated person needs to be appointed to manage allocated parking. This person needs to liaise with the Security Manager and Facilities Manager regarding parking requirements.
- 4.5 Tenants must notify security 12 hours in advance of any expected visitors and which parking bays have been allocated for the visitor/s.
- 4.6 All Tenants making use of the parking facility can use both entrance and exit booms at the Joburg Theatre and the Biccarrd street entrances. The Biccarrd street entrance and exit will be open from 6am to 6pm on weekdays. The Joburg Theatre entrance must be used on weekends and after hours.
- 4.7 Vehicles parked in the basement are done so at the risk of the driver. The Landlord shall not be held responsible for loss or damage to such vehicles whilst parked.
- 4.8 Speeding will not be tolerated in the basement. The maximum speed limit is 15km per hour. For safety reasons drivers must switch on their headlights. Drivers should be aware of pedestrians using the basement.
- 4.9 Designated parking for motorcycles is available on S1 level in the basement.
- 4.10 Parking in an unauthorised bay will result in the driver's wheels being clamped.

- 4.11 All parking related incidents or complaints must be reported to security.
- 4.12 There is a height restriction of 2.15m in the basement. No vehicles with a height of more than 2.15m may enter the basement parking.
- 4.13 In the event of a power failure the generators will start up automatically. IT equipment plugged into UPS power (red plugs) will work. Only emergency lights will switch on and the air conditioning system will switch off. All three lifts in the east building will be grounded.
- 4.14 In an effort to save electricity, the lights and air conditioning system will be switched off after hours (18h00 – 06h00). Prior arrangements must be made by the Tenant should they expect to work after hours.

5. Health and Safety

- 5.1 the tenant will be expected to comply with health and safety regulations. By Law, each floor must appoint two floor wardens, one first aider and a safety representative.
- 5.2 From time to time the Landlord will have an emergency evacuation drill. The muster point is located at the fountains in the Piazza area, north of the building. Emergency evacuation floor plan, route and procedure are displayed on the notice board in the pause area on each floor.
- 5.3 The Tenant is responsible for appointing and training their own wardens, first aiders and health and safety representatives. They must also supply their own first aid kit and emergency personnel recognition clothing (reflective bib) per floor.
- 5.4 The appointed health and safety representatives will be required to attend a quarterly safety meeting.
- 5.5 For your safety the building has been supplied with smoke detectors and fire sprinkler systems. Please ensure that you do not obstruct fire sprinklers or smoke detectors in any way.
- 5.6 The tenant may not obstruct any route of access, fire escapes or fire routes (e.g. stacking boxes or plants in front of fire escape doors).
- 5.7 The building is fitted with an emergency fire alarm and public-address system. Should there be an emergency, please adhere to the instructions on the public-address system.
- 5.8 This equipment is tested quarterly, and you will receive notification prior to testing. The tenant will be held responsible for any costs incurred to repair, service or replace such items.

- 5.9 Each floor is equipped with firefighting equipment. Illegitimate use of the fire equipment will lead to the tenant being held responsible for costs incurred to repair, service or replace such items.
- 5.10 Only computer equipment. Printers and IT equipment are permitted to be plugged into UPS power (red plugs).
- 5.11 In the event of a power failure the generators will start up automatically. IT equipment plugged into UPS power (red plugs) will work. Only emergency lights will switch on and the air conditioning system will switch off. All lifts will be grounded.
- 5.12 The tenant may not store or use any toxic or flammable substances on the premises.
- 5.13 The tenant must comply with the Occupational Health and Safety Act No. 85 of 1993, Amendment 181 of 1993.

6. Maintenance

- 6.1 Furniture:
 - 6.1.1 The Tenant is responsible for the repairs and maintenance of supplied furniture at their own expense. A request must be emailed to the Facilities Manager. The Tenant will be charged for such repairs which will be carried out by an approved supplier or contractor
 - 6.1.2 Not all supplied offices, meeting rooms, boardrooms, storerooms, cupboards and credenzas have keys. New or duplicate keys will be for the Tenant's own expense.
 - 6.1.3 No modifications to supplied furniture or property will be allowed (e.g. additional locks).
- 6.2 No nails, screws, spikes, hooks, double sided tape or Prestik may be fixed onto walls, drywalls, wallpaper surface, wooden panels or screens.
- 6.3 Framed pictures may not be moved or removed.
- 6.4 Plumbing, electrical, air-conditioning and maintenance requests.
- 6.5 All maintenance requests must be communicated to the Facilities Manager
- 6.6 The standard lux level of the lights is 500-600 lux in the office areas and 200-300 lux in the lift lobbies.
- 6.7 The standard temperature of the air conditioning is 22°C. The air conditioning system is not linked to the UPS power. In the event of a power failure, the air conditioning system will switch off and no air conditioning will be available as per industry standard.

- 6.8 Response time to maintenance calls is 12 working hours excluding maintenance calls which require external contractors.
- 6.9 Bulk filers have been provided to minimise cluttered work stations.
- 6.10 All planned installation, signage, or moving of furniture must first be submitted for approval to the Facilities Manager.
- 6.11 Heaters and fans will not be allowed on the premises.

7. Additional IT UPS requirements

- 7.1 Any additional equipment with exceptional power and/or UPS requirements will require written consent from the Landlord prior to installation (e.g. an air-conditioned computer room with racks of servers, disks, or other IT equipment).
- 7.2 The UPS system has limited load capacity and must be managed effectively to prevent overloading. Overloading can cause complete failure.
- 7.3 Any installation of telecommunications equipment on the roof or in the building will require written consent from the Landlord.

8. Pause areas and kitchens

- 8.1 Pause areas are available on each of the floors being leased by the Tenant.
- 8.2 Pause areas are to be stocked and managed by the Tenant.
- 8.3 Pause areas are to be kept clean and tidy and free from dirty crockery, cutlery and glasses always.
- 8.4 All dishwashing detergents to be supplied by the Tenant. All kitchen electrical appliances, cutlery and crockery must be supplied by the Tenant.
- 8.5 Microwave ovens, supplied by the Tenant, may be used for heating food. No other means of cooking food is allowed in the kitchens.
- 8.6 No white appliances may be plugged into "clean power points or red power points"

8.7 Any fridges, kettles, microwaves and dishwashers must be reported to maintenance to be marked and an earth test to be conducted, before it is put into use.

8.8 No food may be consumed in the open plan office areas as food smells might distract your colleagues and food waste will attract pests. The Pause areas and Canteen are designated areas for this purpose.

9. Office cleaning

9.1 Clean desk policy to be adhered to. Bulk filers have been provided to minimise cluttered work stations. No storage of boxes or papers on window sills, behind credenzas, in front of fire escapes or on the floor is allowed as this is a health and safety hazard.

9.2 The Tenant shall always adhere to good housekeeping.

9.3 Office cleaning will be done daily from 07:00 -15:30.

9.4 Please ensure that all important documents, laptops and items of value are locked away at the end of the day.

9.5 Cleaning services include cleaning of kitchens and pause areas, dusting, vacuuming of carpets, spot cleaning, emptying dustbins in office areas and meeting rooms as well as cleaning of toilets/ ablutions. No cups will be collected from offices and meeting rooms.

9.6 Toilet paper, hand soap, sanitiser and hand towels will be checked twice a day and restocked if required.

9.7 Steam cleaning of carpets will be charged separately. It is recommended that this is done every three months. This must be arranged directly with the cleaning contractor.

9.8 Hand soap, hand towels, toilet paper and toilet sanitiser will be charged monthly based on usage. Weekly usage will be signed off by a representative of the Tenant. The Tenant to appoint such a representative.

9.9 The toilets are cleaned and serviced twice per the day - mornings and afternoons.

9.10 Pest control is done on a six-weekly basis by an external contractor

10. Office plants

- 10.1 Office plants will be supplied as per the inventory. The Tenant will be charged on a monthly basis for the maintenance of the plants.

11. Waste management

- 11.1 Recycling bins for paper and cartridges will be supplied in the repro areas. These will be emptied out every night.
- 11.2 Waste will be collected during the day and separated by the cleaners for recycling purposes.
- 11.3 It is the Tenant's responsibility to ensure that confidential documentation is shredded prior to being placed in the recycling bins.

12. Smoking area

- 12.1 Smoking in a public place is illegal and only designated smoking areas may be utilised for this purpose. The balcony outside the canteen area is the only designated smoking area available for the convenience of smokers. This area is only available if the canteen floor is not rented to a tenant.
- 12.2 Smoking outside the entrance of the building or in the parking area is strictly prohibited (including toilets, staircases and rooftops).
- 12.3 Please bear in mind that hefty fines may be incurred should you smoke anywhere other than the designated area.

13. Noise levels

- 13.1 White sound is piped through the office landscape. Whilst effective, it does not suppress all noise. Please remember that your colleagues are trying to concentrate. Loud cell phone ring tones, talking and laughing could be a distraction.

14. Auditorium Bookings

14.1 Auditorium bookings should be done at the Braamfontein Reception and confirmed prior to the event by the Facilities Manager. A monthly invoice will be presented based on either a half day fee or full day fee in that will be determined from time to time by the Landlord. ·

15. Right of First Refusal

15.1 The Landlord grants the Tenant a right of first refusal in respect of the Premises, and the Tenant upon an offer to purchase having been presented to it in writing will have a period of 30 (thirty) business days to match such offer whereafter a deed of sale will be constituted on the terms and conditions as agreed to by the parties at the time.

**TENANT'S RESOLUTION
CERTIFICATE**

LIST OF FURNITURE (LANDLORD)

Floors

LANDLORD'S RESOLUTION

ANNEXURE "F"

OPERATING COSTS: REPAIRS AND MAINTENANCE

Annexure B**OPERATING COSTS: REPAIRS AND MAINTENANCE****NOTE THAT THIS LIST IS NOT EXHAUSTIVE****Building Name and Address:****Landlord Name:****Tenants:****Date:****The following legislation applies to the maintenance and upkeep of the leased property:**

- 1 Occupational Health and Safety Act (Act 85 of 1993) as amended.
- 2 Occupational Health and Safety Regulations published under the OHS Act.
- 3 National Building Regulations and Building Standards Act.
South African National Standards (SANS) as applicable.
- 4 IHVE Codes

No..	Description Of work	Landlord's Responsibility
1	<i>Maintenance of interior space based on the GLA</i>	X
		X
2	Interior Glass and Mirrors	X
3	Interior walls and skirtings	X
4	Ceilings	X
4.1	Replacement of cracked or broken Ceiling Boards	X
4.2	Repairs to Ceiling Grid	X
4.3	Repairs to Ceiling Straps	X
4.4	Repairs to or Installation of Ceiling Trap Doors	X
4.5	Installation of Ceiling Insulation (think Pink Etc.)	X
4.6	Any other ceiling work not reflected above	X
		X
5	Internal Iron Mongery	X
5.1	Keys	X
5.2	Doors	X
5.3	Hinges	X
5.4	Door handles	X
5.5	Locks	X
5.6	Automatic door closers - Non Electric	X
5.7	Entrance door	X
5.8	Door vents	X
5.9	Sliding door tracks	X
5.10	Sliding door wheels and guides	X
5.11	Door frames	X
5.12	Repairs to and Servicing of Roller Shutter Doors	X

5.13	Repairs and servicing of garage doors	x
5.14	Repairs to main entrance doors	x
5.15	Repairs to automated electronic door opening and closing system to main entrance and exit doors	x
5.15	Repairs to smoke detection/fire doors	x
5.16	Any other Iron Mongery work not reflected above	x
6	Fire Fighting Equipment	x
6.1	Servicing of fire extinguishers, hose reels and other fire suppressive systems such as sprinkler systems.	x
6.2	Servicing of smoke detectors	x
6.3	Servicing and maintenance of emergency exits	x
6.4	Safety related signage ie Escape routes etc.,	x
6.5	Replacement of missing or stolen fire extinguishers	x
6.6	Any other fire fighting equipment not reflected above	x
7	Informational Signage (not Reception of lift Lobbies	x
		x
8	Repairs to All Floor Coverings:	x
8.1	Carpets	x
8.2	Wooden Flooring	x
8.3	Vinyl Flooring	x
8.4	Ceramic Tiles	x
8.5	Porcelain Tiles (Walls and floors)	x
8.6	Any other floor Covering not reflected above	x
9	Finyl Frosting	x
10	Blinds	x
10.1	Supply and installation of Blinds	x
10.2	Repairs to blinds	x
10.3	Any other Blind related work not reflected above	x
11	Electrical Repairs	
11.1	Electrical Infrastructure which is part of GLA	x
11.2	Power skirting	x
11.3	Plugs	x
11.4	Electrical Distribution Boards	x
11.5	Light fittings, including globes	x
11.6	Replacement of light fittings when fittings can't be repaired.	x
11.7	Isolator switches	x
11.8	Supply and maintenance of zippy boilers	x
11.9	Supply and maintenance of Hand Dryers	x
11.10	Balancing of Circuit Breaker loads	x
11.11	Electrical Certificate of Compliance - Old infrastructure	x
11.12	Electrical Certificate of Compliance - New infrastructure	x
11.13	Light switches, light sensors and timers	x
11.14	Supply and maintenance of a generator/s or UPS system/s	x
11.15	Servicing of a generator/s or a UPS system/s	x
11.16	Main electrical feed to the building - outside the structure	x

11.17	Geyser repairs and servicing	X
11.18	Extraction fans in toilets or kitchens	X
11.19	Ensure that the Lux levels are in line with the current legislation	X
11.20	Supply and maintenance of emergency lights	X
11.21	Maintenance of boom gates	X
11.22	Maintaining lighting levels in common (non GLA) areas	X
11.23	Any other electrical repairs not reflected above	X
13	Plumbing Repairs	
13.1	Taps, tap censors and tap washers	X
13.2	Replacement of taps when it is no longer possible to repair	X
13.3	Basins, basin outlets and bottle traps	X
13.4	Plumbing infrastructure inside the building	X
13.4	Toilet base and cistern	
13.5	Toilet seats ie broken or missing	X
13.6	Flush Masters for urinals and toilets	X
13.7	Internal blockages	X
13.8	External blockages	X
13.9	Burst pipes	X
13.10	Any other internal plumbing repairs	X
13.11	Maintenance of submersible pumps	X
13.12	Maintenance and replacement of missing drain covers	X
13.13	Maintenance of water feature pumps	X
13.14	Maintenance of water pumps	X
13.15	Any other plumbing related work not reflected above	X
14	Lifts and Escalators	
14.1	Servicing of lifts and escalators	X
14.2	Repairs to lifts and escalators	X
14.3	Repairs inside the lift car ie Broken mirror, handrails etc.	X
14.4	Repairs to lift lighting and replacement of globes	X
14.5	Lift Intercom	X
14.6	Lift floor Covering	X
14.7	Any other lift or escalator repairs not reflected above	X
15	Air Conditioning	
15.1	Servicing of central air conditioning plant	X
15.2	Servicing of free standing individual air conditioning units	X
15.3	Repairs to central air conditioning plant	X
15.4	Repairs to individual free standing air conditioning units	X
15.5	Repairs to or replacement of air conditioning remotes or fixed switches	X
15.6	Repairs air conditioning outlet points	X
15.7	Ensuring airflow quality and temperatures	X
15.8	Any other air conditioning repairs not reflected above	X
16	Painting	
16.1	Painting of all internal surfaces	X
16.2	Painting of all external surfaces	X
16.3	Painting of Palisade Fencing and Gates	X

16.4	Any other painting work not reflected above	x
17	Internal Plants and Gardens	
17.1	Supply of internal plants and containers	x
17.2	Watering of internal plants	x
17.3	Treating of sick plants	x
17.4	Garden maintenance services ie Pruning, Cutting of trees, composting, cutting of lawn etc.	x
17.5	Any other garden related work not reflected above	x
18	Cleaning and Hygiene	
18.1	Cleaning of Common Areas - Part of the GLA	x
18.2	Cleaning of Common Areas - Not Part of the GLA or Shared Space	x
18.3	Hygiene Services in toilets	x
18.4	Paper towels in toilets	x
18.5	Deodorizing of toilets, ie toilet spray	x
18.6	Supply and servicing of She Bins in toilets	x
18.7	Supply of hand wash soap	x
18.8	Supply of toilet paper	x
18.9	Supply and maintenance of hand dryers	x
18.10	Washing of carpets	x
18.11	Cleaning of Offices as per GLA	x
18.12	Cleaning of external windows	x
18.13	Cleaning of skylights	x
18.14	Cleaning of mirrors and internal glazing	x
18.15	Pest Control	x
18.16	Cleaning of water features	x
18.17	Cleaning of gutters and storm water points	x
18.18	Cleaning of open and basement parking areas	x
18.19	Any other cleaning or hygiene related function not reflected above	x
19	R & M in line with the Occupational Health and Safety Act	
19.1	Safety related signage	x
19.2	Supply and maintenance of safety strips on stairs	x
19.3	Internal housekeeping	x
19.4	Evacuation drills	x
19.5	Tripping hazards ie telephone lines, power supply points etc.	x
19.6	Any other OHASA related matter not reflected above	x
		x
20	R & M to Built In Cabinets and Cupboards	x
20.1	Repairs to built in wood panels	x
20.2	Repairs to water damaged cabinets in toilets or any other area which is part of the GLA	x
20.3	Repairs to built in cupboards ie handles, locks , hinges etc.	x
20.4	Repairs to bulk storage cabinets	x
20.5	Any carpentry related function not reflected above	x
		x
21	Maintenance of exterior structure and grounds	x
22	Roofing	x

22.1	Water proofing of roof and or gutters	x
22.2	Cleaning of gutters and Downpipes	x
22.3	Replacement of gutters and downpipes	x
22.4	Replacement fascia boards	x
22.5	Replacement of external ceiling boards	x
22.6	Treatment of exposed wooden beams	x
22.7	Preventing of birds from nesting inside the building	x
22.8	Bird netting over building plant situated on the roof	x
22.9	Any other roofing related function not reflected above	x
23	Steel Works	x
23.1	Maintenance of palisade fencing	x
23.2	Steels staircases - External	x
23.3	Any other steel maintenance work	x
23.4	Any maintenance work to Palisade or other fencing around the property	x
23.5	Any other steel related function not reflected above	x
24	Skylights	x
24.1	Repairs to skylights	x
24.2	Repairs to skylight frames	x
24.3	Repairs to skylight seals	x
24.4	Waterproofing around skylights	x
24.5	Any other repairs to skylights not reflected above	x
		x
25	External Structure and Grounds	x
25.1	Repairs to Shade Netting	x
25.2	Replacement of Shade Netting	x
25.3	Repairs to carports	x
25.4	Painting of Carports or external handrails	x
25.5	Repairs to paving	x
25.6	Painting or parking lines etc.	x
25.7	Supply of external signage	x
25.8	External motor and gate repairs	x
25.9	External glazing repairs	x
25.10	Waterproofing around windows, window sills and walls	x
25.11	Supply and maintenance of a Guard House	x
25.12	Supply and maintenance of paving or tarred surfaces	x
25.13	Maintenance of balconies	x
25.14	Refuse removal	x
25.15	Maintenance of any other external maintenance related function not covered above	x
26	People with Disabilities	
26.1	Supply toilet facilities for the disabled	x
26.2	Maintaining toilets for the disabled	x
26.3	Access ramps for people with disabilities	x
26.4	Ensuring that the building is disabled friendly	x
	Any other aspect the create a disabled friendly building not reflected above	x

27	Security and Access Control	x
27.1	Installation of security hardware ie Cameras etc.	x
27.2	Maintenance of security hardware	x
27.3	Installation of security access control measures/systems	x
27.4	Maintenance of access control measures	x
27.5	Security staff at main reception	x
27.6	Security staff at all vehicle entry and exit points	x
27.7	Security staff at parking areas	x
27.8	Security staff at Security control room	x
27.9	Issuing of Access control cards/tags	x
27.10	Replacement of lost Security Access Cards	x
27.11	Any other related function not reflected above.	x

Signed on behalf of the landlord

Signature:

Name: