



APPLICATION REFERENCE NUMBER **GLB7000008924**

DOCUMENT FORMALITIES

Application Type **New Application**

License Type **Restaurant**

Applicant Natural Person Non-Natural Person (Trust, Company, Partnership or Close Corporation)



SECTION 0

Application submitted by:

I am the applicant or I am, a consultant / agent, submitting on behalf of the applicant

First Name **OTTO** Surname **WOLF**
 Second Name **KARL** Street Number **PO BOX 1048**
 Street Name **ROOSEVELTPARK** Suburb **ROOSEVELTPARK**
 City **JOHANNESBURG** Code **2129**
 Mobile Phone **0834373573** Land Line **0114776438**
 Email Address **otto@liquorconsultant.co.za**

LICENSE COST

AMOUNT **R 4 5 0 0 . 0 0**

PAYMENT DUE

AMOUNT **R 2 2 5 0 . 0 0**

SECTION 1 - APPLICANT DETAILS

| PROPERTY OF APPLICANT/CONSULTANT ONLY | | INPUT |
|---|-----------------------------|----------------------------------|
| 1.1 | Name of Business | ZUDOBI (PTY) LTD |
| | Surname of Applicant | N/A |
| 1.2 | Age of the Applicant | 0 |
| 1.3 | Company Registration Number | 2013/236292/07 |
| Residential Address or Registered Office Address | | |
| 1.4 | Street Number | SHOP 2 |
| | Street Name | CORNER 4TH AVENUE AND 5TH STREET |
| | Suburb | MELVILLE |
| | City | JOHANNESBURG |



| | | |
|---|---------------------------|----------------------------------|
| 1.5 | P.O. Box Number | PO BOX 1048, ROOSEVELTPARK |
| | Postal Code | 2129 |
| 1.6 | Business Telephone Number | 082 977 7287 |
| 1.7 | Email Address | drmartinjakoby@gmail.com |
| 1.8 | Cellphone Number | 082 977 7287 |
| Physical Address of the premises for which the liquor permit is required | | |
| | Street Number | SHOP 2 |
| | Street Name | CORNER 4TH AVENUE AND 5TH STREET |
| 1.9 | Suburb | MELVILLE |
| | City | JOHANNESBURG |
| | ERF Number | SHOP NO. 2 |

SECTION 2 - APPLICANT ENVIRONMENT

IS THE APPLICANT A PERSON WHO:-

| No | QUESTION | INPUT |
|-----|---|---|
| 2.1 | has in the Republic or elsewhere in the preceding ten years been convicted and sentenced for any offence to imprisonment without the option of a fine? | <input type="radio"/> YES <input checked="" type="radio"/> NO |
| 2.2 | has in the preceding five years been convicted of an offence in terms of The Gauteng Liquor ACT, 2003 (Act Number 2 of 2003 or the Liquor ACT, 1989 (ACT number 27 of 1989) and was sentenced to a fine of not less than R 200-00 or to imprisonment without the option of a fine or both imprisonment and a fine ? | <input type="radio"/> YES <input checked="" type="radio"/> NO |
| 2.3 | is not domiciled in the Republic? | <input type="radio"/> YES <input checked="" type="radio"/> NO |
| 2.4 | is an unrehabilitated insolvent ? | <input type="radio"/> YES <input checked="" type="radio"/> NO |
| 2.5 | is a minor ? | <input type="radio"/> YES <input checked="" type="radio"/> NO |
| 2.6 | is the spouse of a person contemplated in questions (2.1), (2.2), or (2.4) ? | <input type="radio"/> YES <input checked="" type="radio"/> NO |

THE APPLICANT IS A COMPANY, CLOSED CORPORATION, PARTNERSHIP OR TRUST, STATE WHETHER THE PERSON CONTEMPLATED IN QUESTIONS 2.1 - 2.6:-

| No | QUESTION | INPUT |
|-----|---|---|
| 2.7 | has a controlling interest in such a company, closed corporation or trust ? | <input type="radio"/> YES <input checked="" type="radio"/> NO |



- 2.8 is a partner in such a partnership ? YES NO
- 2.9 is the main beneficiary under such a trust ? YES NO

SECTION 3 - GENERAL DETAILS

INPUT

3.1 State the **name, identity** number and **address** of each person, including the applicant, who will have any financial interest in the business and in each case the **nature of such interest**. If the applicant is a public company, statutory institution or a cooperative as contemplated in the cooperatives ACT, 1981 (ACT number 91 of 1981), it shall be sufficient if only the **name and postal address** of such company, statutory institution or co-operative, as the case may be, the name of such director (if any), thereof and the nature and extent of the financial interest of such company, statutory institution or co-operative are furnished and not also the interests of individual members of such company statutory institution or co-operative. INPUT TABLE BELOW

| | Name | Surname | Identity Number | Address | Nature Of Interest / Notes |
|----|----------------|----------------|-----------------|----------------|----------------------------|
| 1) | SEE ANNEXURE H | SEE ANNEXURE H | SEE ANNEXURE H | SEE ANNEXURE H | SEE ANNEXURE H |

3.2 State the applicants **financial interest** in the liquor trade in the Republic and if the applicant is a private company, closed corporation, partnership or trust, also of every shareholder, member or partner thereof or beneficiary there under. (If the applicant or the said shareholder, member, partner or beneficiary has no such interest, this fact shall be specifically mentioned).

SEE ANNEXURE H

3.3 In the case of an application for a liquor store licence, sorghum beer for off-consumption or micro manufacturer's licence is the applicant a manufacturer of liquor or the agent.

YES NO

4 State type of liquor applicant intends selling **ALL KINDS OF LIQUOR**

In the case of an application for a micro-manufacturer's licence :-

- 5.1 Is the applicant a person who manufactures fermented beverages ? YES NO
- 5.2 State the volume of liquor produced or the volume of liquor intended to be produced by the applicant per year. **0 - 500 liters**



| | | |
|--|---|---|
| <p>5.3 Describe the situation of the premises where the business is to be conducted with reference to the erf, street or farm number</p> | | <p>INPUT</p> <p>ERF SEE PARAGRAPH 1.4 AND 1.9</p> <p>Street SEE PARAGRAPH 1.4 AND 1.9</p> <p>Farm number SEE PARAGRAPH 1.4 AND 1.9</p> |
| 6 | <p>In the case of an application for a sorghum beer license, state whether it is intended to sell beer for on consumption or off consumption</p> | <p><input checked="" type="radio"/> On Consumption</p> <p><input type="radio"/> Off Consumption</p> |
| 7 | <p>Under what name is the business to be conducted ?</p> | <p>PERRON - MELVILLE</p> |
| 8 | <p>In which region are the premises situated ?</p> | <p>Johannesburg Liquor Licenses</p> |
| 9 | <p>Will the applicant have the right to occupy the premises referred to in question 8 ?</p> | <p><input checked="" type="radio"/> YES <input type="radio"/> NO</p> |
| 10 | <p>In the case of an on consumption license state in which portion of the premises the sale of liquor will take place.</p> | <p>AS DEPICTED ON THE ATTACHED PLAN</p> |
| 11.1 | <p>Is the application made in respect of premises which has not yet been erected ?</p> | <p><input type="radio"/> YES <input checked="" type="radio"/> NO</p> |
| 11.2 | <p>Are the premises already erected but require additions or alterations in order to make them suitable for the purpose of the proposed business ?</p> | <p><input checked="" type="radio"/> YES <input type="radio"/> NO</p> |
| info | <p>the date on which such erection, additions or alterations will be commenced with</p> | <p>COMMENCED</p> |
| and | <p>the period which will be required for the erection, additions to or alterations</p> | <p>APPROXIMATELY 2 MONTHS</p> |
| 11.3 | <p>Are the premises already erected and in the applicant's opinion do not require additions to or alterations in order to make them suitable for such purpose ?</p> | <p><input type="radio"/> YES <input checked="" type="radio"/> NO</p> |



12 Is an application made for any determination, consent, approval or authority which could be granted by the board?

YES NO

13 In the case of an application for a club liquor license, please accompany this document with a copy of the constitution or rules of the club. Are you applying for a club liquor license ?

YES NO



SECTION 4 - Declaration (pen-to-paper only section)

I declare or truly affirm that the information contained in this application is true.

Signature of Applicant
or Authorized Person

Date

2017-04-26

SECTION 5 - Commissioner Of Oaths (pen-to-paper only section)

I certify that this declaration has been signed and sworn to or affirmed before me by the applicant or an authorised person who acknowledged that (i) he or she knows and understands the contents of this declaration; (ii) that he or she has no objection to taking the prescribed oath or affirmation; and (iii) he or she considers the prescribed oath or affirmation to be binding on his or her conscience and that he or she uttered the following words "I swear that the contents of this declaration are true, so help me God" or " I truly affirm that the contents of this declaration are true".

Commissioner Of
Oaths Signature

Date

2017-04-26

First Name(s)

Surname

Business Address Line 1

Business Address Line 2

Business Address Line 3

Designation

Area for which appointment is held

Office held if appointment is Ex Officio

| |
|---|
| 04632699 Commissioner of Oaths |
| Full Name : MARIUS BRUWER Address : 186 MAIN ROAD, NEWLANDS. Designation: WARRANT OFFICER Office held appointment is Ex Officio: REPUBLIC OF SOUTH AFRICA |
| SUID-AFRIKAANSE POLISIEDIENS |
| SOPHIATOWN |
| 2017 -04- 2 6 |
| MISSING PERSON SOUTH AFRICAN POLICE SERVICE |
| |
| |

**PROOF OF PAY
MENT OF REGI-
STRATION FEES**

Dear MNR OK WOLF

Subject: Notice Of Payment: Gauteng Liquor Board

Please be advised that you made a payment to Gauteng Liquor Board as indicated below.

| | |
|-------------------------------------|---|
| Transaction number: | 80192EE9E4-761 |
| Payment date: | 2017-05-03 |
| Payment made from: | Current account |
| Payment made to: | Gauteng Liquor Board |
| Beneficiary bank name: | FIRSTRAND |
| Beneficiary account number: | 62309767608 |
| Bank branch code: | 255005 |
| For the amount of: | 2,250.00 |
| Immediate interbank payment : | N |
| Reference on beneficiary statement: | GLB7000008924 |
| Additional comments by payer: | FIRST REGISTRATION FEE - PERRON - MELVILLE : GLB7000008924 |



Please remember that the following apply to Absa Online payments to non-ABSA bank accounts.

- Payments made on weekdays before 15:30 will be credited to the receiving bank account by midnight of the same day.
- Payments made on weekdays after 15:30 will be credited by midnight of the following day.
- Payments made on a Saturday, Sunday or Public holiday will be credited to the account by midnight of the 1st following weekday.

If you need more information or assistance, please call us on 08600 08600 or +27 11 501 5110 (International calls).

If you have made an incorrect internet banking payment, please send an email to digital@absa.co.za

Yours sincerely

General Manager: Digital Channels

This document is intended for use by the addressee and is privileged and confidential. If the transmission has been misdirected to you, please contact us immediately. Thank you.

**ADVERTISEMENT IN THE
PROVINCIAL GAZETTE**

- (4) Shop 1(A), Game City Building, Erf 4677, 64 Pritchard Street, Johannesburg.
- (5) Liquor Store License.
- (6) Providence Academy school, Summat College.
- (7) Shoprite Liquorshop (within 500m) (to the best of the applicant's knowledge).
- (8) Jumu'ah Masjid Mosque.

BRYANSTON, JOHANNESBURG.

- (1) **Chickenland (Pty) Ltd.**
- (2) Nando's Bryanston Drive Thru.
- (3) 1987/004022/07.
- (4) Shop G6, Bryanston Carvenience Shopping Centre, Corner of William Nicol Drive and Grosvenor Road, Portion 17 of Erf 4602, Bryanston, Johannesburg..
- (5) Restaurant Liquor Licence (or any other licence the Board in its discretion will deem appropriate).
- (6) Bryanston Primary School, Greenwich College (to the best of the applicant's knowledge).
- (7) Adiccio 24 - 50m, Adega, Kung Fu Kitchen, Lexi's, Kouzina, Bryanston Fish Diner, Metro Restaurant, Seattle Coffee Co. (all situated in Grosvenor Crossing Shopping Centre ± 100m removed), Taj Mahal Restaurant - 200m, Junip Restaurant - 300m, La Campagnola - 300m, Wimpy - 700m, Red Rabbit, Licorish Bistro, Col'cacchio Pizzeria, Mezepoli, Woolworths Cafe, The Raj, Fishmonger, Fego Cafe, Tasha's, Turn 'n Tender, Food Lover's Cafe (all situated in Nicolway Shopping Centre ± 800m removed), Lord Prawn - 900m, The Barron - 1km, The French Cafe - 1km (to the best of the applicant's knowledge)..
- (8) St Mungo's United Church, NG Kerk Bryanston, Bryanston Methodist Church, Bryanston Bible Church (to the best of the applicant's knowledge).

JOHANNESBURG - PARKTOWN

- (1) **TIMES MEDIA (PTY) LTD.**
- (2) HILL ON EMPIRE - PARKTOWN.
- (3) 20125074397/07.
- (4) HILL ON EMPIRE, 4TH FLOOR, BUILDING B - SITUATED IN EMPIRE ROAD, PARKTOWN, JOHANNESBURG.
- (5) RESTAURANT LIQUOR LICENSE OR ANY OTHER LICENSE THAT THE BOARD MAY DEEM APPROPRIATE.
- (6) HELPMEEKAAR SCHOOL, RAND GIRLS HIGH SCHOOL, PARKTOWN BOYS HIGH SCHOOL, WITS BUSINESS SCHOOL..
- (7) LIBERTY LIFE - 900M, MIKE'S KITCHEN - 500M, BRAAMPARK OFFICE PARK - 300M, CONSTITUTIONAL HILL RESTAURANT - 100M..
- (8) NONE.

JOHANNESBURG - MELVILLE

- (1) **ZUDOBIX (PTY) LTD.**
- (2) PERRON - MELVILLE.
- (3) 2013/236292/07.
- (4) SHOP 2 ON THE CORNER OF 4TH AVENUE AND 5TH STREET, MELVILLE (NEXT TO THE LEOPARD RESTAURANT).
- (5) RESTAURANT LIQUOR LICENSE.
- (6) Melville Junction School (The Foundation School); Melpark Primary School; Sparrow School, Langahead School, University of Johannesburg; Milpark Business School; Deutsche Schule; Mc Auley House Convent; St. Katherine School, Montessori Pre-School..
- (7) To the best of the applicant knowledge, the following similar licensed premises are within a radius of 1 kilometre from the premises: Hell's Kitchen. La Sant Muerte, Bambanani; Sakua Sushi; Six Restaurant; Loft; Lucky Mexico; Transkei; Xai Xai Lounge; De La Creme; Ratz; Blue, Sahib Indian Restaurant; Yasuqui Cuisine; Melville Cafe; Nuno's Restaurant; Liquid Blue; Melons Restaurant; The Antz; Café Picobella; Catz Pyjamas; Chinese Lantern; Big Time Taverna Sama Restaurant; Lingo Restaurant; Chaplins Restaurant; Sol Restaurant; Mugg and Bean; Local Grill; Buzz 9; Fontana Roastery; Quench Restaurant..
- (8) The Auckland Park Baptist Church, Rivonia SDA Church, Melville Methodist Church; Kruis Gemeente Church, The Potters House, Nederduitse Hervormde Kerk; Heritage Baptist Church, Nederduitse Hervormde Kerk van Suid Afrika, Catholic Church, Christ Embassy, NG Kerk; Die Kapel; Rosebank SDA, 1 st Avenue; Melville Gemeente; Melville Junction Church; Musjid Mosque; Richmond Road; Auckland Park Baptist Church. St. Pete's Anglican Church..

RANDBURG - BOSKRUIJN

- (1) **VONCAKE (PTY) LTD..**
- (2) VONCAKE BOUTIQUE CAKES.

**ADVERTISEMENTS IN THE STAR
AND THE CITIZEN**

ANNEXURE " B "

DESCRIPTION OR PHOTOGRAPHS OF PROPOSED PREMISES IN TERMS OF SECTION 23 (C)

LOCATION

The proposed premises will be situated at shop 2 on the corner of 4th Avenue and 5th Street, Melville (next to the Leopard Restaurant)

The area of Melville can be better described as a residential and commercial area with various other retail outlets which includes restaurants as stated in the newspaper advertisements in the attached envelopes.

Although there are various other restaurant liquor licensed businesses in the same area as the proposed restaurant there are no other restaurants with the same trading nature as the proposed restaurant.

With regard other similar licensed premises within a 500 meter radius of the proposed restaurant the applicant quotes the following Supreme Court judgment :

In the Supreme Court case Riach v Liquor Licensing Board Rhodesia 1969 (1) SA 342 AT 344 the learned judge remarked, "the control over the sale of liquor under the Act was introduced for the protection of the public and not for the financial benefit of persons fortunate enough to have been granted the privilege of selling intoxicating liquornever the intention to.....make the sale of liquor a closed field and by doing so confer protection from competition on a privileged class of trader....."

Healthy competition is regarded as the cornerstone on which the current liquor law is based and the controlling authority is assured that a harmful monopolistic condition will not arise or be aggravated in the liquor trade or branch thereof should the required license be granted.

THE RESTAURANT ITSELF

The honorable Board is referred to the attached photographs and plan of the premises as well as the attached menu.

The attached photographs is not of the proposed premises but of another similar Perron Restaurant to show the honorable Board what the proposed premises will look like once completed.

The proposed premises is still under construction and consequently no clear photographs could be taken of the proposed premises.

Once completed accordance with the plan submitted with this application it will afford proper and adequate accommodation for the purposes of a restaurant.

The restaurant will seat its patrons on quality plastic chairs at square wooden top tables.

The applicant's restaurant will be supported because it will be totally different to any other restaurant business in the same business node and the trading nature of this restaurant will not be similar as any other restaurant in the same target area.

The restaurant will be a high class establishment and only the best materials, furniture, crockery and cutlery will be used.

ENTRANCE

Upon entering the premises at the main entrance one will immediately be in the dining area of the proposed restaurant.

The dining area, food preparation area and toilet facilities for both males and females will all be situated on the proposed premises.

The entrance to the preparation area will be from the main dining area.

PHOTOGRAPHS

The attached photographs is not of the proposed premises but of another similar Perron Restaurant to show the honorable Board what the proposed premises will look like once completed.

The proposed premises is still under construction and consequently no clear photographs could be taken of the proposed premises.

Once completed accordance with the plan submitted with this application it will afford proper and adequate accommodation for the purposes of a restaurant.

PREPARATION AREA

Utensils that will be used in the preparation area will consist of a potwash sink, stainless steel dumping tables, upright fridge, underbar fridge, pot rack, dry rack, griller, industrial stoves etc.

The dining area, food preparation area and toilet facilities for both males and females will all be situated on the same premises.

The entrance to the preparation area will be from the main dining area.

FINISHES

The entire dining area floor will be covered with ceramic tiles.

The walls and floor in the preparation will be painted plaster.

The walls in the dining area will be painted plaster.

The ceiling of the premises will be a suspended ceiling.

Tables in the dining area will be a combination of square and rectangular wooden top tables with plastic chairs.

Crockery will be a combination of standard Chinese porcelain and ceramics and cutlery is stainless steel.

Also attached to this application is a full menu that will be available at the restaurant.

TOILET FACILITIES

Toilet facilities for ladies and gentleman will be situated on the premises as depicted on the attached plan of the premises.

SERVICES OFFERED AND SECTOR OF THE MARKET

The applicant directors will serve breakfast, lunch and supper at the restaurant and although the trading nature will differ from any other restaurant in the area, the services offered will not be similar to that of any other restaurant in the same business node.

The applicant director will draw their clientele from the surrounding residents, businesses and shoppers to the area.

CONCLUSION

As can be clearly seen from the attached plan and photographs, the applicant's premises will more than adequately meet the requirements of the honorable Board for the granting of a restaurant liquor license and because healthy competition is the cornerstone on which the current Liquor Act is based, the applicant wishes to compete on equal footing with other proposed restaurants in the same business node.





COMPREHENSIVE WRITTEN REPRESENTATIONS IN TERMS OF SECTION 23(a)

NATURE OF APPLICATION

This application is brought to the Minister of Trade and Industry via the agency of the secretary of the local committee of the Johannesburg Liquor Affairs for a restaurant liquor license terms of Section 23 of the Liquor Act by the applicant company ZUDOBIX (PTY) LTD with registration number 2013/236292/07 and its directors who's particulars appears on annexure H of this application.

RIGHT OF OCCUPATION

The applicant company has the right of occupation by virtue of the attached lease agreement.

SECTION 23 (4) OF THE LIQUOR ACT

Section 23 (4) of the Liquor Act states that applications for tavern, pool club, pub, liquor store and night club liquor licenses shall also be accompanied by unequivocal approval by the relevant department of the relevant metropolitan or district council, in addition to any zoning or planning or environmental laws requirements.

The Board's attention is drawn to the fact that this is an application for a restaurant liquor license and not a tavern, pool club, pub, liquor store or night club liquor license. Therefore Section 23(4) of the Act is not applicable to this application.

NEED AND CONVENIENCE

The question of need and convenience has received the attention of the Supreme Court in the matter of Anesh Naidoo versus Chairman of the Liquor Board (as first respondent) and Luin Investments C.C. (as second respondent)

This judgment was delivered on the 25th of November 1995 in case number 15470/95 by Mr. Le Roux J.

In his reasons for refusal of the application, the first respondent, being the Chairman of the Liquor Board, said the following : "Although a liquor license at the proposed premises would have been more convenient to the general public to a certain degree, any considerations of convenience were canceled by the fact, on the one hand, that no need for an additional liquor store was shown or alleged to exist and by the fact on the other hand that there was no indication that the service of the existing need by other liquor store licenses was so inconvenient that consideration of convenience must outweigh consideration of need."

Mr. Le Roux J's comments on this reason was as follows : "I pause to say at this stage that there are pronouncements which indicate that the public interest consists mainly of the convenience of the purchasing public and it seems to me

that by elevating the question of other outlets as being sufficient to the level which it has been accorded here by the first respondent might constitute a misdirection. It presupposes that the adjudicator has made up his mind without the question of convenience, because he considers that there is no need for a additional outlet, it becomes virtually a fait accompli that any application should be refused on the basis that there is no further need for a liquor store in that area.....it certainly seems to run counter to the trend of decisions that an application of this nature is not to be judged on the basis that we have sufficient outlets in the area and therefor whoever applies after that has no chance of obtaining a liquor license. That was the exact problem that faced the court in the well known case of Pretoria Town Council versus The A1 Electrical Ice cream Factory (Pty) Ltd, 1993 Volume 3 SA (8) where it was held that this was an extraneous consideration which vitiated the decision."

In the Supreme Court case, Hardy's Cellars C C vs Chairman of the Liquor Board & another, case number 8643/94 - Cape Provincial Division the Court addressed the free market principles as follows :

"Gesonde mededinging is die lewensbloed van ekonomiese vooruitgang en het gewoonlik tot gevolg dat daar mededingende pryse en 'n beter prys aan die gemeenskap verskaf word. Dit is in die openbare belang dat daar gesonde mededinging bestaan aangesien die gemeenskap slegs daardeur bevoordeel kan word. Hiermee wil ek nie voorgee dat oorvoorsiening nie 'n faktor is wat by 'n aansoek van hierdie aard in ag geneem moet word nie, maar prysoorloë is gewoonlik in die guns van die gemeenskap en wat my betref moet daar buitengewone opstande van die hede bestaan alvorens gesonde mededinging nie in die openbare belang sal wees nie. Daar bestaan geen ekonomiese redes waarom bestaande drankwinkels teen mededingers beskerm moet word en sodanige beskerming kan selde in die openbare belang wees....."

In another court case is was stated that, ".....even assuming that there are too many liquor outlets in the area, the laws of supply and demand forecast that the store most likely close would be the one which serves the least purpose or is least efficiently run....."

In the Supreme Court case Riach v Liquor Licensing Board Rhodesia 1969 (1) SA 342 AT 344 the learned judge remarked, "the control over the sale of liquor under the Act was introduced for the protection of the public and not for the financial benefit of persons fortunate enough to have been granted the privilege of selling intoxicating liquornever the intention to.....make the sale of liquor a closed field and by doing so confer protection from competition on a privileged class of trader....."

THE APPLICANT

The applicant is the company ZUDOBIX (PTY) LTD with registration number 2013/236292/07 and its directors who's particulars appears on annexure H of this application.

The applicant directors are South African citizens with permanent residence in the Republic.

The applicant directors has not been disqualified in terms of Section 36 of the Liquor Act.

CONCLUSION

It is respectfully submitted that the applicant directors are fit and proper persons to hold a restaurant liquor license and that there is no reason whatsoever why a liquor license should not be entrusted to them at the proposed premises. The applicant directors has not been disqualified in terms of Section 36 of the Liquor Act.

The applicant directors are without any doubt responsible persons who are au fait with the terms and conditions of the Liquor Act concerning the handling and sales of liquor upon the proposed premises.

PUBLIC INTEREST

In the ruling *exparte* President of the conference of the Methodist Church 1993 (2)(SA)679 the court reconsidered previous rulings regarding public interest and on Cit 10E-G of the report concluded as follows "..... the phrase public interest does not permit of a clear comprehensive definition."

AS WAS OBSERVED BY HERSTEIN J IN ARGUS PRINTING AND PUBLISHING CO. LTD VERSUS DARBY ARTWARE (PTY) LTD. AND OTHERS, 1952 (2) SA 1(C), ONE MUST ADOPT, IN GIVING EFFECT TO THE PHRASE, A BROAD COMMONSENSE VIEW OF THE POSITION AS A WHOLE (AND IT MUST BE CONSIDERED WHETHER) THE PUBLIC WOULD BE BETTER SERVED IF THE APPLICATION WERE TO BE ALLOWED TO PROCEED WITH IT'S SCHEME THAN BY A CONTINUATION OF THE EXISTING STATE OF AFFAIRS."

In this case as well as *Kemp versus Republican Press (Pty) Ltd.* 1994 (4) SA 261 (OKD) the following aspects were also considered, namely whether a need exists, if it would be convenient to the public, whether the safety and welfare of the broader public would not be endangered, that it would not cause a degeneration of health and hygiene, that the present order and morals would not be negatively influenced and that it would not disturb the peace and tranquility people are enjoying in the surrounding area.

The first important aspect is whether a need exists for such a facility and if it may be regarded as essential and beneficial to the targeted market. When the positive and negative aspects resulting from this application are compared and taken into consideration the controlling authority may well find that the envisaged liquor outlet could be regarded as essential.

In addition, the facility may be regarded as essential as there is no other on-consumption liquor license with the same trading nature in the area. Although numerous other facilities are found in the same target area non of the other restaurants has the same trading nature as the proposed restaurant.

Secondly the applicant wishes to stress that the proposed premises will provide a convenient service to the client profile, namely the residents, employees and visitors mainly from the target area.

Concerning the safety and welfare of surrounding residents, employees and patrons, no negative aspects are foreseen as very strict measures will be introduced regarding the selling of liquor.

Visitors and employees, as well as residents of the target market are assured that they will be able to continue their daily activities in peace and tranquility and that the proposed premises will not cause a degeneration of health and hygiene or have a negative effect on the present order and morals should the license be granted by the honorable Board.

In addition to the court ruling per paragraph 17 regarding the different factors to be taken into consideration concerning public interest the controlling authority is respectfully referred to sections 8 and 26 of the constitution, act 200 of 1993, wherein the aspects of equality before the law and the free engagement in economic activities are addressed. It is a fact that the small businessman's contribution is essential for the recovery of the existing weak economical situation in South Africa. Everything possible is being done by the Government and other institutions to stimulate this segment of the market which will naturally lead to new employment opportunities as well as funds for the state as a result of additional tax, both personal and VAT, thus enriching with the local community as well as the entire country.

As a result of the suitability of the proposed premises to provide a comprehensive service to the business surrounding the proposed premises, visitors and residents in the target area the proposed facility may be regarded as being in the public interest.

The applicant's knowledge of life, responsibility, good behavior, friendly disposition and good public relations, as well as the business acumen built up through the years, is regarded as being in public interest and they should conduct a honest but profitable business on the proposed premises.

SUITABILITY OF PREMISES IN TERMS OF THE LIQUOR ACT.

In order to recommend the granting of the authority applied for, the honourable Board must be satisfied as to the following which the applicant submits, appears from the representations.

1. That the applicant has the right to occupy the premises in order to conduct the business of a restaurant liquor license.
2. That the proposed premises will provide accommodation for the purpose for which the authority is applied for.
3. That the sale and consumption of liquor at the proposed premises will not detrimentally effect the right of a place of worship, school or residents residing in close proximity.
4. The applicant submits that it would be in the interest of the public if the relevant authority is granted by the honourable Board for the following reasons:

- 4.1 A bona-fide restaurant is to be conducted.
- 4.2 The premises will afford suitable accommodation for conducting a restaurant liquor license.
- 4.3 The applicant directors are persons capable of exercising control required for the granting of a restaurant liquor license.
- 4.4 The granting of the authority applied for is reasonably required to satisfy prospective patrons to the restaurant and will enable the applicant directors to provide their patrons with a proper and convenient service.

It is respectfully submitted that the applicant has made out a prima facie case indicating that there is a definite need for the authority applied for.

Healthy competition is regarded as the cornerstone on which the current liquor law is based and the controlling authority is assured that a harmful monopolistic condition will not arise or be aggravated in the liquor trade or branch thereof should the required license be granted.

SUPPLICATION :

As the positive aspects, as spelt out, far outnumber any negative aspects and that the proposed premises be regarded as extremely suitable for purposes of a restaurant the proven capabilities of the applicant to be the holder of a liquor license and the fact that it will without any doubt be in public interest to open such a facility, it is the applicant's humble plea that the honorable Board may find the granting of a license at this facility as essential.

In terms of Section 24 of the constitution, Act 200 of 1993, it is hereby humbly requested that this application will enjoy the honorable Board's benignant consideration.

SUPREME COURT JUDGMENTS

Our courts have decided in several cases that an applicant has a real right to take part in the economic activity anywhere in the country unless there are sound reasons to the contrary.

The following pass judgments substantiates these rights of an individual :

ESTATE AGENTS BOARD v LEK, 1979 (3) SA 1048 (AD) OP 1064D – E :

"It is, of course, clear that ordinarily a person is free to carry on the trade, calling or profession of his choice. That is a right which the Law recognises and protects from unlawful interference from others.....

It can be regarded as a real right in the sense that it is an absolute right, one available and enforceable against everybody."

TABAKAIN v DISTRICT COMMISSIONER SALISBURY 1974 (2) SA 604 (R,S) OP 606 E - G

"The complexities of modern society have enormously multiplied the controls to which people are subjected in the exercise of their general rights, and there is increasingly a inseneous tendency to regard permits of all kinds as a form of a privilege. I would resist the notion of regarding a permit as a sort of a delectable crumb that might or might not be dropped from the bureaucratic dinner table. To withhold such a permit is to affect the citizen adversely in his rights by denying him the opportunity of exercising his trade in a manner that is normal for anyone of good character."

TAYOB v ERMELO LOCAL ROAD TRANSPORTATION BOARD AND ANOTHER, 1951 (4) SA 440 OP 449 A-C.

"The chairman went on the suggest that the granting of an exemption was not a right but merely a privilege. It almost amounts to saying that granting of an exemption is in the gift of the Commission or a local Board. This is a wrong approach to adopt by a statutory Board, which is empowered by Parliament to grant permission to carry on a trade. It is not an exceptional privilege or a monopoly which depends on the issuing of the permission. Even the humblest citizen has the right to approach such a Board and he is entitled to get that permission he requires, unless there are sound reasons to the contrary."

This right of the applicant was confirmed in the temporary Constitution of the Republic of South Africa and this has now been reconfirmed in the permanent Constitution which was signed by the honorable President of the Republic of South Africa on 18 December 1996. (Act 108 of 1996)

THE LICENSE HOLDER



Certificate of Director Amendments

CoR 39

Registration Number: 2013 / 236292 / 07
Enterprise Name: ZUDOBIX

ENTERPRISE INFORMATION

Registration Number 2013 / 236292 / 07
Enterprise Name ZUDOBIX
Enterprise Shortened Name
Enterprise Translated Name
Registration Date 20/12/2013
Business Start Date 20/12/2013
Enterprise Type Private Company
Enterprise Status In Business
Financial Year End February
Number of Directors 4
Description of Principal Business

Addresses

POSTAL ADDRESS

P O BOX 190
CELTIS RIDGE

0149

ADDRESS OF REGISTERED OFFICE

42 GARDEN ROAD
ORCHARDS
JOHANNESBURG

2192

DETAILS OF AUDITOR / ACCOUNTING OFFICER

Name
Membership/Practice No
Profession
Postal Address

Telephone Number
Fax Number
Email Address
Cell Number
Appointment Date





Certificate of Director Amendments

CoR 39

Registration Number: 2013 / 236292 / 07
Enterprise Name: ZUDOBIX

Companies and Intellectual
Property Commission
a member of the dti group

ACTIVE DIRECTORS

| Surname and First Names | Type | ID Number / Date of Birth | Contrib. (R) | Interest (%) | Appoint. Date | Address |
|-------------------------|----------|------------------------------|-----------------|-----------------|------------------|---|
| JAKOBY, MARTIN WALTER | Director | 7512025215085 | 0.00 | 0.00 | 20/12/2013 | Postal: 42 GARDEN ROAD, ORCHARDS, ORCHARDS, JOHANNESBURG, 2192 Residential: 42 GARDEN ROAD, ORCHARDS, JOHANNESBURG, 2192 |
| HUGHES, THOMAS PATRICK | Director | 7605105196082 | 0.00 | 0.00 | 20/12/2013 | Postal: 49 6 AVENUE, MELLVILLE, MELLVILLE, JOHANNESBURG, 2192 Residential: 49 6 AVENUE, MELLVILLE, JOHANNESBURG, 2192 |
| JAKOBY, CHRISTA GWEN | Director | 8105240121086 | 0.00 | 0.00 | 30/01/2014 | Postal: PO BOX 130562, BRYANSTON, BRYANSTON, JOHANNESBURG, 2021 Residential: 22 ANSLOW CRESCENT, BRYANSTON, JOHANNESBURG, 2021 |
| ANSELL, GRANT DAVID | Director | 8008215273181 | 0.00 | 0.00 | 30/01/2014 | Postal: PO BOX 130562, BRYANSTON, BRYANSTON, JOHANNESBURG, 2021 Residential: 22 ANSLOW CRESCENT, BRYANSTON, JOHANNESBURG, 2021 |



RESOLUTION

Resolution of a meeting of the directors of the company ZUDOBIX (PTY) LTD held at Johannesburg this 26th day of April 2017

Present: **MARTIN WALTER JAKOBY**
THOMAS PATRICK HUGHES
CHRISTA GWEN JAKOBY
GRANT DAVID ANSELL

RESOLVED:

| | |
|----|--|
| 1. | That the company apply in terms of Section 23 of the Liquor Act, 2 of 2003 for a restaurant liquor license with regard to PERRON - MELVILLE . |
| 2. | That OTTO KARL WOLF be authorized and instructed to do such application, appear before the Liquor Board or appoint a representative on behalf of the applicant and sign any documentation on behalf of PERRON - MELVILLE pertaining to such application for a restaurant liquor license. |
| 3. | That OTTO KARL WOLF be authorized to sign all documents and to do all such things as may be necessary to effect the application in terms of Section 23 of the Liquor Act, 2003. |
| 4. | That MARTIN WALTER JAKOBY be authorized to sign all documentation for and on behalf of the applicant company in respect of the application in terms of Section 23 of the Liquor Act, Act 2 of 2003. |



MARTIN WALTER JAKOBY



THOMAS PATRICK HUGHES



CHRISTA GWEN JAKOBY



GRANT DAVID ANSELL

SMOKING AFFIDAVIT

MARTIN WALTER JAKOBY DECLARES UNDER OATH

1.

I am one of the directors in the license holder in the application in the terms of Section 23 of the Liquor Act for a restaurant liquor license at PERRON situated at shop number 2 on the corner of 4th Avenue and 5th Street Melville next to the Leoprad Restaurant.

2.

I have decided to declare the entire inside area of the premises as a non smoking area in terms of the Tobacco Products Control Act.

~~I have decided to declare the area marked with red on the attached plan of the premises as a smoking area in terms of the Tobacco Products Control Act.~~

3.

I know and understand the contents of this declaration.
I have no objection in taking the prescribed Oath.
I consider the prescribed Oath as binding to my conscience.



MARTIN WALTER JAKOBY

I certify that the deponent has acknowledged that he knows and understands the contents of this declaration. This declaration was sworn before me this ...*26th*...day of ...*April*...and the deponents signature was placed thereon in my presence.

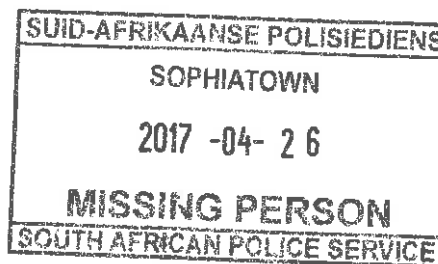

.....
Commissioner of Oaths

04632699
Commissioner of Oaths

Full Name : MARIUS BRUWER
Address : 186 MAIN ROAD, NEWLANDS.
Designation: WARRANT OFFICER
Office held appointment is Ex Officio :
REPUBLIC OF SOUTH AFRICA

Full names : _____
Address : _____
Designation : _____

Office held if appointment is Ex Officio : REPUBLIC OF SOUTH AFRICA.



LAWFUL OCCUPATION

LEASE AGREEMENT

THE LESSOR: TUPA as Agents (Suite 101 TUPA House, cnr. Johannesburg and 2nd Street, La Rochelle) for the owners being duly authorized.

THE LESSEE: ZUDOBIX (PTY) LTD
T / A: PERRON

REG No : 2013/236292/07

HEREBY DULY REPRESENTED BY: GRANT ANSELL
ADDRESS: 38 FORBES STREET, FELLSIDE, JHB

ID : 800821 5273 181

EMAIL: grantansell@gmail.com

CELL : 076 344 3602

THE PREMISES: ESTATE LATE SOLLY COHEN
BUILDING ADDRESS: CNR 4TH AVE & 5TH STREET
SUBURB: MELVILLE
SECTION NO. SHOP 2

INITIAL PERIOD OF LEASE: 4 YEARS 11 MONTHS

COMMENCING: 5TH APRIL 2017 **(b) TERMINATING:** 28TH FEBRUARY 2022 **(c) TOTAL PERIOD:** 4Y11M

RENEWAL PERIOD OF LEASE : Notwithstanding anything herein contained to the contrary, on the expiration of this lease, this lease shall continue on a monthly basis subject to, either the LESSOR, or the LESSEE, giving to each other, two calendar months notice in writing to terminate this lease. Notwithstanding the above, however, should the LESSEE wish that the lease be terminable after the initial lease period of the lease and that the lease should not be continued on a two month notice period, it is requisite that prior to the expiration of the initial period, the LESSEE shall give two months notice of his intention that a monthly tenancy subject to two months notice shall not be established. Should no notice be given in terms of the aforementioned clause, then the monthly rental payable for the period of this annuance shall increase on the 1st day of the expiration of the initial period by 10% and shall thereafter on the 1st day of the anniversary of the annual expiration of each succeeding year increase by an amount equal to 10% of the amount payable in respect of the immediately preceding 12 month period.

DEPOSIT : R 37440.00

BANK GUARANTEE

MONTHLY CHARGES EXCLUSIVE OF V.A.T. (V.A.T. WILL BE CHARGED AT THE RULING RATE)

| Rentals | Operating Costs | From | To | MUNICIPAL CONTRIBUTIONS |
|----------|-----------------|----------------------------|--------------------------------|---------------------------------|
| 18720.00 | N/A | 5 TH APRIL 2017 | 31 ST MARCH 2018 | Electricity : As per Meter |
| 20217.60 | N/A | 1 ST APRIL 2018 | 31 ST MARCH 2019 | Water : As per Meter |
| 21835.61 | N/A | 1 ST APRIL 2019 | 31 ST MARCH 2020 | Sewer : As per Meter |
| 23581.81 | N/A | 1 ST APRIL 2020 | 31 ST MARCH 2021 | Municipal Fees : As per Council |
| 25468.35 | N/A | 1 ST APRIL 2021 | 28 TH FEBRUARY 2022 | Bank Data : R 12.50 |
| | | | | Refuse removal : R 550.00 |


SOLE PERMITTED USE OF PREMISES: RESTAURANT
DEED OF SURETYSHIP BY: ADDENDUM "A"

THUS DONE AND SIGNED AT BRANSTON **ON THIS THE** 24TH **DAY OF** MARCH **2017**

AS WITNESS : Christa Ansell (1) **LESSEE 1:** Grant Ansell
 CHRISTA ANSELL GRANT ANSELL

THUS DONE AND SIGNED AT BRANSTON **ON THIS THE** 24TH **DAY OF** MARCH **2017**

AS WITNESS : [Signature] (2) **LESSOR:** [Signature]
 TUPA 2012 (PTY) LTD



TUPA 2012 (PTY) LTD
 REG: 2012/053012/07
 VAT: 4140262710
 SUITE 101 TUPA HOUSE
 CNR 2ND STREET & JHB ROAD
 LA ROCHELLE. WEB: www.tupa.co.za
 TEL: 011 435 6210 Fax: 011 435 6229

This is the Annexure referred to the schedule above of a shop/office/warehouse.

1. DEFINITIONS in this lease unless the contrary intention shall clearly appear and the following words and the phrases shall have the meanings set out hereunder. The "commencement" and the "duration" dates the dates set out in terms of the schedule
- 1.1 The "premises" "building" and "land" as described in the schedule.
The "agent" the agent described in the schedule.
The "ratio" - the proportion which the rental payable by the lessee in respect of the premises from time to time shall be to the total rent payable to the lessor by all lessees in the building provided that any premises which are not let or are occupied by the lessor shall be brought into account at reasonable rentals
 - 1.2 "Common area" shall mean those portions of the building and property other than those capable of being let to individual lessees or those actually let.
 - 1.3 Words signifying the singular number shall include the plural and vice versa and words importing the masculine gender shall include the feminine and the neuter.
 - 1.4 Words and phrases defined or used in the schedule shall have the same meaning in this Annexure and vice versa.
 - 1.5 The approximate size as indicated on the schedule is an estimate and the onus is on the lessee to establish the exact measurements.
 - 1.6 The word tenant shall have the same meaning as lessee.
 - 1.7 The word landlord shall have the same meaning as lessor.
 - 1.8 Fees or charges: the fees or charges as reflected in the schedule shall be regarded as being the base charge to be increased according to the "ratio" of such increased tariffs.
2. The rent shall and where applicable for monthly rental and parking be payable in advance, without any deduction for any cause whatsoever, on or before the first day of each and every month until the termination of the offices as described in the schedule of TUPA 2012. The rental shall become due and payable on the signature hereof by the lessee and each subsequent month rental shall become due and payable on or before the first day of each and every month.
- 2.1 It is recorded and agreed that the lessee acknowledges that the agent TUPA 2012, is the duly authorized agent of the lessor, and that he may exercise on behalf of the lessor all the lessor's rights and claims in terms of this lease. All processes for the recovery of rent, ejectment, fulfillment of any of the conditions hereof recovery of any damage or loss suffered through the lessee's breach of any of the conditions hereof, or through the lessee's failure to vacate the premises timeously on termination of this lease may be taken either by the agent in his own name, or by his principals for whom he acts in connection herewith. No receipt shall be valid unless given on the agents' customary receipt form, and no error, if any, in such receipt shall be binding on the agent or his principal for whom he may be acting in connection herewith.
3. There shall be no obligation on the lessor or the agents to send statements monthly to the lessee indicating what amounts are due by the lessee to the lessor. Should the lessor elect to send statements monthly to the lessee and such statements reach the lessee after the due date for the monthly rental and other charges in terms of this lease, the lessee cannot claim that the monthly rental and other charges have not been paid by virtue of the late or non-receipt of the said monthly statements.
- 3.1 The lessee shall, if applicable, as indicated in the schedule, and provided the lessee is not in breach of any of the terms of this lease at the time, be entitled to renew this lease for the period set out in the schedule ("the renewal period") on the same terms and conditions as herein contained, say that the renewal period shall be as set out in the schedule and that there shall be no further right of renewal. In order to be effective unequivocal written notice of such renewal must be received by the lessor not less than six calendar months prior to the expiry of the initial period, failing which such right shall, ipso facto lapse and be of no further force or effect.
 - 3.2 Should there be no renewal period or the renewal period be delayed, then notwithstanding anything contained in this lease to the contrary, after expiration of the initial period this lease shall continue on the same terms and conditions on a monthly tenancy subject to either the lessee or the lessor giving two calendar months notice, which notice may not be given before the last two months of the initial period.
 - 3.3 The lessee shall have no further right of renewal after exercising of this right.
 - 3.4 The monthly rental payable by the lessee to the lessor during the initial period shall be the sum set out in the schedule and likewise the monthly rental for the renewal period subject to any increase.
 - 3.5 The lessor shall be entitled at his discretion to appropriate any amounts recovered from the lessee towards the payment of any cause of debt or amounts owing inclusive of municipal consumption of charges.
 - 3.6 Unless otherwise stated by the lessor in writing, the receipt by the lessor or the agents, directors, or representatives of any rent or other payment shall in no way whatsoever prejudice or operate as a waiver, recession or abandonment of any cancellation, or right of cancellation, effected or acquired prior to such receipt.
4. This lease shall be subject to confirmation by the landlord within 45 days of receipt by the lessor or its agents of the lease properly executed by the lessee, the lessor shall be entitled to withhold such confirmation for any reason whatsoever and without assigning any reason therefor. The lease shall be deemed to be confirmed unless within the stated time the lessor has given written notice to the contrary to the lessee at the lessee's domicile citadel et executandi. The lessee shall nevertheless be bound by the terms of this lease, save that should the lessee already have taken possession of the premises, and the lessor thereafter in terms of this clause decline to confirm this lease, the lessee's occupation of the premises shall be deemed to be a monthly tenancy subject to two calendar months written notice to be given by either party, but subject in all other respects to the terms and conditions of this lease.
- 4.1 The acceptance by the lessor and its agents, servants, directors or representatives of any payment whatsoever nature, including without limiting the generality of the a foregoing, rent or deposit, or the giving of possession of the premises to the lessee shall under no circumstances be considered as confirmation by the Lessor of this lease.
 - 4.2 If the Lessor is unable to give the lessee occupation of the premises on the date stipulated in the schedule hereof for any reason whatsoever (whether or not occasioned by the negligence of the Lessor, its servants, directors or independent contractor) including, without limiting the generality of the premises being incomplete, or in a state of despair or any existing lessee not having vacated the premises, the Lessee shall have no claim for damages nor a right of cancellation nor remission of rental nor any other claim and shall accept occupation on such later date on which premises are available. In the event of such a delay, the period of the lease shall remain and the fixed termination date shall be extended accordingly.
 - 4.3 If the premises of the building have not been constructed, or are in the course of construction when this lease is signed the premises shall be regarded as available for occupation by the Lessee as soon as the interior of the premises has been completed, if it is fit for occupation by the Lessee and adequate access can be gained thereto even if the exterior of the building and other premises have not been completed and the entrance hall, lobbies and passages although usable have not been finished. Should the building be incomplete at the commencement of this lease the Lessee acknowledges that it may suffer a certain amount of inconvenience from building operations and from noise and dust resulting there from as well as the interruption in supply of electricity, gas, air conditioning or other amenities or the complete cessation of such amenities and that it will have no claim against the Lessor, its servants, directors, independent contractors and right of access to the premises to complete any work.
5. Electricity, gas, water and other charges for which the Lessee shall be liable for shall on demand be paid to the Lessor or to the local authority or body concerned, as the Lessor may require, for any charges (including basic charges and service charges in respect of sub-meters if any) arising directly or indirectly out of its use of electric current, gas and water and all sanitary, sewer, refuse and rubbish removal fees (including basic) and street cleaning of the premises, or in respect of the building and which are attributable to the use of the Lessee.
- 5.1 The Lessee's liability for charges for electric current, gas and water aforesaid shall be in accordance with separate submeters, which the Lessor shall be entitled to install at any time. The number and position of such submeters to be entirely at the discretion of the lessor. Should such meters not be installed, such charges shall be calculated by the Lessor on a pro rata basis in accordance with the provision of clause 1.1 on the Annexure. In the case of a restaurant, fruit shop, hairdresser, garage or something similar the lessor shall install a water meter for the cost of the Lessee.
 - 5.2 Should the lessee fail to pay the charges for electricity, gas and other charges on due date then without prejudice to any rights it may have, the Lessor shall be entitled to terminate the supply of electricity, water and gas current to the premises and shall not be liable for any damages of whatsoever nature (consequential or otherwise) that may be sustained by the Lessee. The lessee may not be entitled to cancel this lease or to remission of rental or to any other claim notwithstanding any negligent act or omission of the Lessor, its agents, servants, directors or independent contractors. Before the electricity is reconnected the Lessee shall pay to the Lessor a fee for arranging the reconnection determined by the Agent.
 - 5.3 Where a boiler is operative the Lessor shall be entitled to charge an amount on a pro rata basis for the cost of coal, gas or electricity supplying hot water to the Lessee.

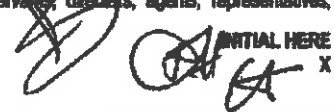


INITIAL HERE
X





5. If the Lessee fails to pay rent or any other monies inclusive of Bank fees and charges on due date the Lessor shall charge at its discretion and the Lessee shall pay on demand an amount not greater than R1000-00 per month for administration of such late payment to the Agent. These rights to charge this administration fee on overdue amounts shall not, in any way, detract from any other rights of the Lessor in terms of this lease.
- The Lessee shall-
- 5.1 use the premises only for the purpose of conducting therein the business or activity specified in the schedule and for no other purpose whatsoever.
 - 5.2 keep the premises open for the proper and normal conduct of the Lessee's business on all permissible business days during normal business hours on those business days.
 - 5.3 carry on its business continually in terms of 6.2 subject to the Lessee's right to suspend business operations during special occasions when to do so is reasonably appropriate or necessitated by general conditions.
 - 5.4 at all times during this lease keep the premises properly and adequately staffed with suitable personnel and shall not dispose of or remove from the premises any fixtures or fittings stock-in-trade or merchandise other than in the ordinary course of business.
 - 5.5 keep illuminated his display windows and signs, if any, during all normal trading hours and for such reasonable period at night as the Lessor may from time to time direct.
 - 5.6 keep the windows, if the premises are shop premises, suitably dressed in accordance with the type and class of business for which the premises are leased.
 - 5.7 the lessee shall comply with all by-laws and regulations relating to the Lessee or occupiers of business premises or affecting the conduct of any business carried on in the premises; not contravene or permit contravention of any of the provisions of the Town Planning scheme to the building; nor do or cause or permit to be done in or about the building anything which may be or cause a nuisance or disturbance to other occupiers of the building, or occupiers of neighbouring premises.
6. The lessee shall be liable for any costs incurred by the lessor in enforcing any of its rights or the lessee's obligations under this lease including legal costs and Attorney/Client charges which shall include collection charges payable to the Attorney whether such costs were incurred prior to the institution of any such application during the course of any such action or application in enforcing any judgement, in regard to any appeal and against the judgement or otherwise. Where the agent performs the duties of the attorney he will be entitled to all charges and costs referred to in this clause and where administration fees, re-letting fees, legal preparation costs and other fees are referred to in this agreement and they constitute a stipulation in favour of the lessor's agent, such stipulation for payment may be accepted by the lessor's agent.
- 6.1 the Lessee shall be liable for any administration costs delivered by the Agent on behalf of the Lessor to the Lessee for non-removal payment of rental in terms of clause 6 of the schedule and/or any costs incurred by the Lessor from the Agent, resulting from the preparation of legal documentation for the attorney or for the agent acting as the legal representative of the lessor for an amount of R500-00.
 - 6.2 The lessee shall not cede, assign, mortgage, pledge or in any manner, deal or purport to deal with any of his rights or obligations under this lease; or
 - 6.2.1 Sub-let the premises or any portion thereof; or
 - 6.2.2 Place anyone else, whether as licensee, agent, occupier, custodian, or otherwise, in occupation of the premises or any part thereof on any terms whatsoever or any reason whatsoever without the Lessor's prior written consent.
 - 6.2.3 The lessee shall be entitled to the free use of any lifts that there may be in the premises, provided that all goods and parcels shall be transported in the goods lift (if any) and brought into the building through the service entrance of the building. No goods, packing cases or furniture shall be taken into the lift's or left in the passages and on the landings of the building, which the premises are situated without the Lessor's prior written permission, and no bicycles of whatsoever description shall be brought into the main entrance of the building.
 - 6.3 The lessee shall not place any unusually heavy articles in the premises without the Lessor's prior written consent and the lessee shall be responsible for and shall make good any damage which may have been done to the premises or to the building of which they form part of the moving or placing therein or removal therefrom of any articles or by any act or default on the part of the Lessee.
 - 6.3.1 Transfer of shares in the Lessee which will have the effect of vesting control of the lessee in any persons other than the shareholders of the lessee as at the commencement date shall not be effected without the prior written consent of the lessor, nor shall control of the Company be transferred directly or indirectly to any persons other than those vested with and entitled to such control as at the commencement date. Any such transfer of shares or change of control without such consent shall be deemed to be a breach of this lease.
7. The lessee shall -
- 7.1 Simultaneously with signature of this lease pay to the agent the sum set out in the schedule which shall be retained during the currency of this lease as a deposit and as a guarantee against payment by the lessee in due course of all amounts which may become due by the lessee in terms of this lease and which may at any time be applied by the lessor towards the payment of any amount whatsoever which may become owing to or claimable by the lessor from the lessee, whether as damages for repairs and renovations to the premises or otherwise. The lessor shall have the right of applying the whole or portion thereof from time to time towards payment of the rent, electric current, gas, key replacements, renovations or any other liability of the lessee under this lease (including any damages sustained by reasons of an early termination due to the lessee's breach). If any portion of the deposit is so applied, the lessee shall forthwith restate the deposit to its original amount (or increased amount) referred to below. It is recorded that the deposit has been calculated based on the rental and other charges payable by the Lessee at the commencement of this lease. The Lessor will review the amount of deposit from time to time having regard to the amount of rental and other amounts payable under the lease by the Lessee from time to time and will be entitled to increase it corresponding by written notice to the Lessee who shall pay such increase within 7 days of the giving of such written notice. The above deposit shall be retained by the Lessor or the Lessor's agents until the expiry or termination of this lease, the vacation of the premises by the Lessee and the complete discharge of all the Lessee's obligations to the Lessor in respect of or arising from this lease or the cancellation thereof. The deposit shall only be refundable on the 18th day of the month following the Lessee vacating.
 - 7.2 Not contravene or permit the contravention of any law, by-law or statutory regulation or the provisions of any license or set relating to or affecting the premises the occupation thereof or the conduct of the Lessee's business therein.
 - 7.3 Not contravene any of the terms of the title deed under which the Lessor holds the title to the premises or by any law, by-law or statutory regulation which the Lessor is required to observe by reason of its ownership of the land or the building.
 - 7.4 Be deemed to warrant that the information set out in the schedule is true and correct.
 - 7.5 Not be entitled to withhold or delay payment of any monies by the Lessee to the Lessor in terms of this lease by reason of the premises or any part thereof or any services therein being in a defective condition or in a state of disrepair for any other reason whatsoever.
 - 7.6 Pay for-
 - 7.6.1 all fluorescent bulbs, starters, ballasts, diffusers and incandescent bulbs used in the premises.
 - 7.6.2 all sewerage, sanitary fees, refuse removal fees and special refuse removal fees and any other fee payable in respect of or attributable to the premises or the business conducted by the Lessee therein.
 - 7.6.3 A pro rata share of plumbing costs for blockages.
 - 7.6.4 All bank costs, charges and cash handling fees levied by the bank relating to the rental being paid to the bank or financial institution.
 - 7.7 not hold or permit the holding of sales by public auction on or in the premises unless such sales are expressly permitted in terms of the schedule.
 - 7.8 Be deemed to have accepted the premises as being complete and in order and without any defect therein and shall not after the commencement date be entitled to hold the Lessor responsible for any alleged defect in existence at the commencement date unless such alleged defect shall have been notified in writing by registered post within three days after the commencement date to the Lessor.
 - 7.9 Not be entitled to affix, erect, place or cause to be affixed, erected or placed in or near the premises, any signboards, signs, awning, canopies or neon signs, to plant signs on any of the windows or doors of the premises or the building without the Lessor's prior written consent which shall not be unreasonably withheld and only on the conditions, reasonably imposed by the Lessor in giving such consent provided that all costs and expenses required for the erections and installations thereof shall be paid by the Lessee who shall ensure that no damage is done to the building in the process of such erection and that the Lessee shall submit to the Lessor all sketches of the proposed signs for the Lessor's approval, particularly as regards the design, colour and position thereof.
 - 7.9.1 The lessee shall keep and maintain all such signs in good and proper working order and in a neat, clean and tidy condition at all times and shall comply with the carrying out from time to time of all the requirements of any competent authority in regard to such signs.
 - 7.9.2 All such signboards awnings and canopies, signs, signwriting or neon signs, shall if so required by the Lessor be removed by the Lessee upon the expiration of earlier termination of this lease and any damage caused to the premises or the building as a result of such removal shall be made good by the Lessee at his expense (if not required by the Landlord shall be left in good order).
 - 8.10 are entitled from time to time to erect in the premises such fixtures and fittings as may be required or necessary for the carrying on of the Lessee's business therein provided that-

- 8.10.1 all such filings shall be removed by the Lessee upon the expiration or earlier termination of this lease.
- 8.10.2 any damage caused to the premises as a result of such removal shall be made good by the Lessee at his expense.
- 8.11 not save insofar as may be reasonably necessary for the proper conduct of the Lessee's business drive or permit to be done that may be calculated to damage the walls, floors, ceilings or any other part of the premises or the building.
- 8.12 not change or interfere or overload in any way with the electrical, plumbing or sewerage installations in the premises at the commencement date without the Lessor's prior written consent.
- 8.13 not be entitled to install any air-conditioning units or apparatus in the premises without the Lessor's prior written consent and then only on such conditions as the Lessor in his sole discretion may impose in granting such consent, if any, with the understanding the air conditioning unit becomes a fixture of the premises.
- 8.14 not keep or do or permit to be kept or done in the premises anything in terms of any of the conditions of any insurance policy held from time to time by the Lessor in respect of the premises or the building or which will or may increase the rate of premium payable in respect of any such insurance policy provided that:
- 8.14.1 the foregoing shall not apply in respect of a reasonable quantity not exceeding fifteen litres of cleaning material necessary for the conduct of the Lessor's business in the premises.
- 8.14.2 should the Lessor obtain at the Lessee's request an amendment of any such policy to permit the keeping of any particular articles in or upon the premises by the Lessee and should any additional premium become payable as a result of that amendment such additional premium shall be paid by the Lessee to the Lessor at least seven days prior to the date of which same becomes payable by the Lessor each year in terms of the said policy.
- 8.15 not do or permit anything to be done, which renders or may render void or voidable any insurance policy from time to time by the Lessor in respect of the premises or the building or any part thereof.
- 8.16 not make any alterations or additions of any nature whatsoever to the exterior or any structural alterations to the interior of the premises without the Lessors prior written consent.
- 8.17 not store or leave or permit the storage or leaving of any goods, motor vehicles, and bicycles on the pavement outside or in the entrance hall, passages, and lifts or on the landings of the building.
- 8.18 not do or permit any matter or thing in the conduct of his business, which may cause a disturbance, nuisance or annoyance to the Lessor or any lessee, or occupiers of the building.
- 8.19 conduct his business in strict accordance with all municipal by-laws, regulations or statutes.
- 8.20 keep the premises in a clean and sanitary condition and not permit the accumulation of any objectionable matter in or about the premises.
- 8.21 not bring into or place any safe or other heavy article in the premises of the building without the Lessor's prior written consent, which shall not be unreasonably withheld and provided that the Lessee shall at his expense make good any damage to the premises or to the building brought about by the bringing of that safe or other heavy article into the premises or the removal of same therefrom.
- 8.22 in the event of the premises being damaged by reason of burglary or forcible entry be obliged to forthwith make good such damage to the premises.
- 8.23 provide his own cleaning services in respect of the premises to the reasonable satisfaction of the Lessor.
- 8.24 be obliged to insure and keep insured all plate glass, shopfronts and windows, installations, fixtures and fittings, stock and merchandise, in the premises with such company and for such risks as the Lessor may nominate and to punctually pay all premiums in respect of such insurance on the due date thereof and shall on request by the Lessor produce proof of such payment from time to time. Alternatively and in its discretion the Lessor shall be entitled to effect such insurance in its own name in which event the Lessee shall be obliged to refund to the Lessor forthwith on demand therefore the amount of all premiums from time to time paid by the Lessor in respect of such insurance (if the tenant is being charged on page one of the schedule) and in such an event the Lessor will advise the Lessee in writing of his intention to insure the plate glass himself.
8. The lessor may from time to time establish and the Lessee will conform to rules and regulations relating to the switching on of the air-conditioning plant provided that such rules and regulations shall provide for the plant during ordinary business hours.
- 8.1 the Lessee indemnifies the Lessor or its agents and/or the servants of the Lessor and their agents against any claim which may arise by virtue of any loss or damage referred to in this clause and;
- 8.2 with effect from the date of occupation of the premises by the Lessee in terms of this clause, the Lessee shall accept responsibility for:-
- 8.2.1 the security of the premises
- 8.2.2 the electricity, gas and water (if any) consumed in the premises in accordance with this lease; and
- 8.2.3 the maintenance of the premises in accordance with this lease.
- 8.3 cleaning the exterior of its shopfronts to the full height thereof (including the glass), the interior of the premises and all the signs; keep the premises and all contents in a clean, orderly and sanitary condition.
- 8.4 maintenance of adequate public liability insurance.
- 8.5 if any alterations are made by the Lessee whether with or without the Lessor's consent or whether in terms of this clause or not, then before the expiration or earlier termination of this lease-
- a) if the Lessee is required to do so by notice given by the Lessor, the Lessee shall remove the alterations (or such part thereof as the Lessor may require) and reinstates the leased premises (or that part of the leased premises in question) at the Lessee's cost, to its same condition prior to the carrying out of such alterations;
- or
- b) to the extent in which the Lessor does not exercise its rights in terms of above (such alterations which the Lessor does not require to be removed in terms of the provisions of such clause) shall not be removed by the Lessee, but shall become the Lessor's property, and no compensation therefore shall be payable to the Lessor
9. The lessee shall pay for all fluorescent, diffusers, starters, ballasts and incandescent lamps used in the premises and shall have no claim whatsoever, whether in contract or delict, whether for damages or remission of rent or cancellation of the lease, against the lessor nor be entitled to withhold or defer payment of rent by reason of any suspension of or interruption in the supply of water, gas electricity, heating or air-conditioning (howsoever such suspension or interruption may arise, including any negligent act or omission, which the lessor considers necessary to enable it to exercise its rights hereunder) on the part of the lessor, its agents, employees, directors or independent contractors) or by reason of any amenities in or on the premises being out of use or out of order for any reason whatsoever or for any period whatsoever including any negligent act or omission, (which the lessor considers necessary to enable it to exercise its rights hereunder) on the part of the lessor its agents, employer, directors, or independent contractors.
10. Prior to the termination or expiry of this lease the lessee shall be obliged to reinstate the premises as contemplated above whether any such alterations were made with the lessors prior written consent and not unless the lessor otherwise agrees in writing, failing which the lessor shall be entitled to attend thereto and to claim and obtain payment of the costs thereof from the lessee. The premises have to be returned to the lessor painted white in colour. The lessee hereby appoints the lessor as its agent and attorney irrevocably and in resume with power of substitution, to effect any such removal of the alterations and/or additions and the reinstatement of the premises as contemplated in the clause, at the cost of the lessee, on behalf of the lessee.
11. The lessor shall be entitled to enter the premises at all reasonable times either through its directors, agents, servants, independent contractors or representatives for the purpose of inspecting the premises and for carrying out any repairs or any alterations or additions or modifications or improvements on or to the building, the premises the property or other work in respect of the premises or the building if it should desire to do so. If the exercise by the lessor of its rights hereunder would result in interference with the lessee however unreasonably it shall nonetheless be entitled to exercise such rights
- 11.1 the lessee shall not have any claim for remission of rent, cancellation or compensation for damages or otherwise in connection with the exercise by any of the aforesaid rights and the lessor, its directors, agents, servants, independent contractors or representatives who will be entitled to erect scaffolding, boarding's and building equipment in, at, near or in front of the premises as well as such other devices required by law or which the architects may certify is necessary to carry out the work in question or by reason of the premises or the building or any part thereof for any installation or appurtenance being in a defective condition or in a state of disrepair or any particular repair not being effected by the lessor for which he is liable in terms of this lease or the lessee, its directors, agents, servants, independent contractors or representatives causing damage to the premises or the building or the property, whether negligently or otherwise or in respect of any damage caused to the goods, stock-in-trade, furniture, equipment, installations, books, papers or other articles, or any assets of any nature whatsoever kept in the premises or the building or on the property the lessee, its servants, invitees, or in regard to the lessee's business or any consequential loss suffered by the lessee, its servants, invitees, or loss of life and/or injury to person caused to or sustained by or occurring in respect of the lessee, its servants, invitees, in or about or on the premises, building and/or property as a result of water seepage or leakage wherever and howsoever occurring or by rain, hail, lightning, fire riot or civil commotion, or as a result of viz. Major cases fortuitous or without limitation by reference to the preceding categories for any other reason whatever including the negligence (whether gross or otherwise) of the lessor, its servants, agents, directors, representatives or independent contractors and the lessor indemnifies the lessor, its servants, directors, agents, representatives,

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independent contractors against any loss, damage or expense, including legal costs on an attorney and client scale, which may be demanded or sustained by one or more of such parties or for any interruption in the supply of water, electricity, heating, lifts or any services howsoever caused, including but without limiting the generality of the foregoing, any interruption due to any or omission on the part of the lessor, its servants, directors, agents, representatives, or independent contractors, negligent or deliberate, if in such case the lessor considers it necessary to enable it to exercise its rights under the lease or for any accident, injury or damage caused to the lessee, his servants, employees, directors, invitees caused while entering on or in the premises or a portion of the building whether due to the negligence of the lessor, his servants or agents or any other cause whatsoever.

- 11.2 The lessee shall not have any claim by reason of the premises of the building or the property or any part thereof for any installation or appurtenance being in a defective condition or in a state of disrepair or any particular repair not being effected by the lessor for which he is liable in terms of this lease in which event the lessee may effect the necessary repair and recover the reasonable cost thereof, or the lessor, its directors, agents, servants, independent contractors, representatives causing damage to the building or the property or the premises, whether negligently or otherwise.
12. The lessee shall at all reasonable times during the period of this lease permit any prospective lessees or purchasers of the property, of which the premises form part, or of the share capital of the lessor, to view the interior of the premises. Should the lessee not allow access to the premises for viewing at all times at the lessors convenience or during the period of notice given to lessor by the lessee of his intention to vacate the premises or should the lessee not deliver keys to the premises before 5:00 PM on the last day of the month or where the last day is a Saturday, Sunday or public holiday, the previous working day of the month of the lessees departure from the premises the lessee will be liable for a further one months rental if the premises have not been re-let or alternatively will be responsible for a pro rata of one months rental if the premises are re-let and will also be responsible for any additional administrative costs incurred by the lessor from the agent or the lawyer.
13. If the lessee terminates prematurely by reason of the lessees breach or if the lessee fails to give the notice required in terms of the schedule, the lessee shall be liable for the re-letting fee charged by the lessors agents at its usual rates in re-letting the premises which shall be payable to the lessors agents within 7 days of statement. This constitutes a stipulation in favour of the lessor's agents, which may be accepted by it at any time.
14. Two sets of keys to the front doors must be delivered to the office of the agents on the last day of the month before 5:00PM. Or where the first day falls on a Saturday, Sunday or public holiday on the last working day of the month or when the tenant vacates the premises. Where keys are not handed in to the office of the agents amicably or when the lessee fails to return keys after he has vacated the premises prior to the end of the month and as a result prospective lessees are not able to view the premises, the lessee will then be responsible for a further months rental after the expiration of the notice given in writing by the lessee as damages to the lessor as well as the cost of keys and lock replacements.
15. If
- 15.1 the lessee fails to pay any rent or other amount due by it to the lessor in terms of the lease on due date or,
- 15.2 the lessee commits any other breach of the terms of this lease which is incapable of being remedied or,
- 15.3 the lessee commits any breach of the terms of this lease (all of which terms shall be deemed to be material) other than a breach referred to in 1 and 2 of this clause and fails to remedy that breach within 2 days after written notice requiring that it be remedied, provided that no such notice shall be necessary in the case of a second or subsequent breach of the same terms or,
- 15.4 the lessee so consistently breaches the terms of this lease (whether by non-payment of rent or any other amount due to the lessor on due date or by non-compliance with its terms) as to justify the lessor in holding that the lessees conduct is inconsistent with an intention or an ability to carry out such terms or,
- 15.5 the lessee being an individual sequestered, whether voluntarily or compulsorily and whether provisionally or finally or,
- 15.6 the lessee allows any judgement against him to remain unsatisfied for a period of 7 days or longer or,
- 15.7 the lessee commits an act of insolvency within the meaning of section 8 of the Insolvency Act no. 24 of 1939 or,
- 15.8 any security in terms of any suretyship granted in favour of the lessor with respect to any of the lessees obligations under this lease should:-
- 15.8.1 being an individual, die or be sequestered or cease to reside permanently in the Republic of South Africa or, in the case of a company, be wound up or placed under judicial management, (in either case whether provisionally or otherwise) or
- 15.8.2 lawfully withdraw such suretyship the lessee shall, within 21 days after notice by it to the lessor, fail to furnish the lessor with suretyship in replacement to the satisfaction of the lessor - then the lessor shall have the right, but shall not be obliged, forthwith either:
- (a) to cancel this lease and to resume possession of the premises but without prejudice to its claims for arrears of rent and/or damages which it may have suffered by reason of the lessees breach of contract or of the premature cancellation or,
- (b) forthwith to cancel the lease and to immediately resume possession of the premises and, upon so doing, to remove from the premises any goods situated therein, any goods so removed from the premises shall be stored at the cost and risk of the lessee and any cost of removal shall be for the lessees account. The lessee hereby irrevocably and in resume constitutes the lessor as his agent for removing such goods and effecting the sale of any such goods and it cedes to the lessor towards the payment of all its indebtedness to the lessor the proceeds of such sale.
- (c) To apply to court for immediate judgement by consent and eviction on all arrear rentals together with all rentals for the remainder of the lease agreement. The lessee hereby consents to judgement being granted in favour of the lessee and the lessee will be responsible for all legal charges documentation, fees etc
- (d) To immediately terminate the electrical, gas, water supply to the premises and to hold the lessee responsible for all costs incurred in doing so. The lessee shall have no claim against the lessor or his agents for any losses or damages of any nature suffered due to the termination.
- 15.8.3 Notwithstanding anything to the contrary contained or applied herein, should the lessor have given to the lessee any notice to remedy any breach by the lessee of any terms of this lease on any one occasion and subsequent thereto the lessee then commits any further breach of this lease, whether such breach goes to the root of the contract or not. There shall be no obligation upon the lessor to give notice in writing to the lessee to remedy such subsequent breach and the lessor shall be entitled, but not obliged, without notice to enforce the remedies referred to in this clause.
- 15.8.4 No relaxation or indulgence which the lessor may show to the lessee shall in any way prejudice his rights hereunder and, in particular, no acceptance by the lessor of rent after due date (whether on one or more occasions) shall prejudice or stop it from exercising any rights enjoyed by it hereunder by reason of any subsequent payment not being made strictly on due date.
16. Should the tenant breach this agreement then the landlord shall choose whether the dispute is to be brought in the Magistrate's Court or by way of arbitration as set out in clause 16 below. If the landlord chooses the Magistrate's Court, then the parties are taken to have consented to the jurisdiction of the Magistrate's Court for any action in terms of or relating to this lease.
17. Should the landlord choose arbitration as referred to in clause 17 above then the dispute shall be determined and resolved by an expedited arbitration process administered by the Arbitration Foundation of Southern Africa (AFSA) in accordance with AFSA's Expedited Rules by an arbitrator selected in accordance with such Rules. This arbitration clause survives termination of the lease agreement.
18. If the arbitrator makes an award evicting the tenant from the leased premises, then the parties further authorise the arbitrator in his/her discretion to direct that unless the tenant applies to the High Court within such reasonable time as the arbitrator will fix for an order setting aside the award, there will be no obligation on the landlord to provide or to continue any services to the leased premises;
19. The tenant shall communicate its consent to a cessation of service following such directive as referred to in clause 19 above by omitting to comply with the terms of the directive, alternatively shall communicate the fact that it has not consented to a cessation of services by complying with such directive.
20. Upon taking possession of the premises the lessee shall discover that any of the security gates, keys, locks, doors, windows, furniture and effects, carpeting, electrical fittings, plumbing installations or other fixtures or fittings (no limited *eludam generis*) or any installations or appliances therein are missing or in a defective state, the lessee shall within three days from the date of possession notify the lessors agent in writing of particulars of the matter complained of and failure to do so within the said period shall be an acknowledgement on the part of the lessee that the premises are complete, without defects, patent or latent, and are in good and proper condition (written proof of receipt on a duplicate list by the agents of the damages must be retained by the lessee if he vacates).
- 20.1 The lessor shall not be obliged to remedy any such defects nor replace any missing installations or other items referred to above or those which are beyond repair.
- 20.2 Should the new lessee be taking occupation of the premises under a sale agreement with the previous lessee it is expressly understood that at the lessors discretion that should the new lessee (i.e. the lessee who signs this lease) vacate the premises, he will be responsible to deliver the premises in good order and painted in terms of this lease and also, as a result thereof, no notification of damages at the commencement of this lease shall be acceptable by the lessor as it assumes that all damages and defects are taken into account in the sellers agreement (oral or written) between this lessee and the previous lessee.
21. The lessee shall during the currency of this lease-
- 21.1 Maintain the interior of the premises including all installations therein in good and clean order and condition, including without limiting the generality of the foregoing, if any has been provided, the geyser.

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- 21.2 Make good and repair at his own expense any damages or breakage's or defects to the premises or to the installations or items offered to in this clause or in the alternative pay to the lessor upon demand the cost to the lessor of making good and repairing any such damages or breakage's
- 21.3 Replace at his cost anything which becomes incapable of repair during the lease for any reason (including fair wear and tear) or which may be removed from the premises howsoever and by whomsoever or which may become damaged or broken or destroyed from time to time during the currency of this lease and whenever the same may be so removed or destroyed or may become so damaged or broken.
22. Upon the termination of this lease, the lessee shall be obliged to deliver the premises together with all the installations and other items referred to in this lease to the lessor in good order and condition and maintained as aforesaid save and except those in aspect of which the written notice referred to was given.
23. The lessee shall replace at his own expense, fluorescent bulbs, starters, globes, ballasts, and incandescent bulbs used in the premises.
24. The lessor shall not be responsible for maintenance or repair of the stoves if any and the lessee takes occupation of the premises with the understanding that no repair whatsoever will be made by the lessor to ensure that the stove is in workable order and the lessor shall also not be responsible for replacement of any geyser or its repair.
25. The lessor will not attend the painting of the premises, should the lessee repaint the premises at his cost then only the colors of white and broken white may be used on all paintable surfaces.
26. The lessee has inspected the premises and has agreed to accept the premises, "voetsoets," as it stands.
- 27.
- 27.1 Security gates or burglar proofing once erected become a fixture of the premises and cannot be removed by the lessee nor will the lessee receive any compensation for such erections and where these fixtures are removed the lessor will be entitled to recover from the lessee the replacement cost of these fixtures.
- 27.2 The nature of the service to be provided to the premises or the building or the property by the servants or the lessor or its agents, directors, servants independent contractors or representatives shall be at the sole discretion of the lessor. Neither the lessor nor its agents, directors, servants, independent contractors or representatives shall be liable for the receipt or non-receipt of the delivery of goods, postal matter or correspondence, nor shall they be liable for anything which the lessee or any employee or any client, licensee, visitor, or invitee may have deposited or left in the premises or in any part of the building.
28. If any of the charges payable for any of the items listed below are or have been increased so as to exceed those in force at the date of commencement or signature of this lease or are imposed thereafter, the lessor shall be entitled to recover from the lessee a proportionate share of such increase or impositions as determined in accordance with the provisions or clauses of Annexure-
- 28.1 rates, taxes or other charges of any nature whatsoever payable by the lessor to any authority in respect of the premises, the building or the property or for services rendered in respect thereof.
- 29.2 wages and other payments of any nature whatsoever (including contributions to unemployment insurance and pension funds and medical aid schemes) in respect of cleaning, gardening, and security services provided to the property.
- 29.3 insurance premiums payable by the lessor in respect of the property and/or building.
- 29.4 any charges relating to the maintenance, repair and upkeep of the building and/or property including, without limiting the generality of the foregoing amounts paid to third parties in respect of lift maintenance, air conditioning, fumigation, or other maintenance contracts relating to any other services rendered in respect of the property or building.
- 29.5 any levies, taxes or other charges in respect of the building or the premises or the property not in force at the date of the commencement of the lease but subsequently imposed by any authority.
- 29.6 the cost of water, electricity, gas, sanitary fees, refuse charges, or other charges used in or relating to the common areas of the building and/or property.
- 29.7 the interest payable in respect of any mortgage bond over the property.
- 29.8 special sanitary costs or special removal.
30. or the purpose thereof:
- 30.1 "actual operating costs" shall mean the total amount of the lessor's actual expenditure reasonably incurred during the financial year of the lessor in regard to or in connection with, directly or indirectly, the property and/or the building, including any auditors fees or other costs incurred in connection with the administration of the building, being of the type usually incurred, but excluding any expenditure incurred:
- 30.1.1 but recovered from any individual lessee.
- 30.1.2 payable solely by the lessee in terms of this lease.
- 30.1.3 or structural additions and extensions to the building and incidental costs, unless such additions and extensions are by law or any local authority or for the proper administration of the building:
- the lessor shall notify the lessee in writing within 45 days of the completion by its auditors of the lessor's financial statements or the financial year in question of the actual operating costs for the year and any necessary adjustments between the parties shall be effected within 10 days of such notification.
- if the lessor from time to time elects not to exercise its rights in terms of 26.1 to 26.1.3. of this clause then if any of the charges payable for any of the items listed below are, or have in respect of such period, been increased so as to exceed those in force at, or are imposed after the date of commencement of negotiations, the lessor shall be entitled to recover from the lessee in respect of such period, the lessee's percentage proportionate share of such increases or impositions.
- 30.1.4 rates, taxes, regional service levies or other charges of any nature whatsoever payable by the lessor to any authority in respect of the premises, the building or the property or for services rendered in respect thereof.
- 30.1.5 wages and other payments of any nature whatsoever (including contributions to unemployment insurance and pension funds and medical aid schemes) in respect of the property and/or building:
- 30.1.6 any charges relating to the maintenance, repair and upkeep of the building and/or paid to the third parties in respect of lift maintenance contracts or other services rendered.
- 30.1.7 any levies, taxes or other charges in respect of the building or the premises or the property or for services rendered in respect thereof not in force at the date of commencement of negotiations but substantially imposed by any authority:
- 30.1.8 the cost of electricity, gas, water, sanitary fees, refuse removal charges, domestic effluent or other charges used in or relating to the common areas:
- 30.1.9 all costs incurred in regard to the management, the administration and letting of the building. The lessee shall effect payment for any amount for which it is liable in terms hereof within 7 days of receipt of a written certificate from the lessor setting out the amount of such payment and the period in respect of such payment being made. The lessee shall pay to the lessor within 7 days of written notification by the lessor of the estimated operating costs the lessee's percentage proportionate share reflected in such estimated costs for the financial year (or part thereof) in question unless in such notice the lessor agrees that the lessee may effect payment by the way of instalments or otherwise.
30. The lessee shall pay on demand the cost of the drawing up of and the stamp duty on this lease and in respect of any renewal or extension thereof and any deed of suretyship required by the lessor.
31. All goods brought by the lessee on to the premises shall be placed there by its sole risk and no responsibility whatsoever therefore is undertaken by the lessor, or its agents, or its servants.
- 32.
- 33.1 The lessor shall also be entitled to cancel this lease if-
- 33.1.1 the premises are destroyed or are damaged to such an extent as to be rendered substantially untenable or there is damage to the building such that the premises have been rendered substantially untenable because of absence of or access to or supply of any necessary service or amenity to the premises, or
- 33.1.2 there is damage to the building or part thereof, whether or not the premises are involved, and the lessor determines to put an end to this lease in order to reconstruct or to renovate the building, or any part of the building, which includes or affects the premises. Any cancellation, provided that in the case of notice given in terms of this lease or this clause, then such notice shall be deemed to be effective as from the date on which the damage or destruction occurred and such notice shall be deemed to be effective on the first day of the calendar month following the month in which such notice is given.
- 33.2 If-
- 33.2.1 the lessor does not exercise its rights to cancel under this clause when entitled to do so then the lessee shall be entitled to a remission of rental for the period during which and to the extent to which it is deprived of beneficial occupation and enjoyment of the leased premises and the lessor shall be obliged to undertake as expeditiously as possible the reinstatement of the leased premises or the restoration of the access to the amenities or the service to the leased premises, as the case may be.

- 33.3 If there is any dispute as to --
- 33.3.1 whether the leased premises have been rendered substantially untenable or
- 33.3.2 the amount of the remission of the rental and/or extent to which the lessee is deprived of beneficial occupation and enjoyment of the leased premises, the decision of architects appointed by the lessor, who will act as experts and not as arbitrators, and who shall determine the liability for the charges which shall be paid accordingly, shall be final and binding upon the parties.
- 34 All notices, contents, advice or other communication by the lessor or the lessee or either of them, shall be in writing, and unless in writing, shall be deemed not to have been given or made. For such purposes "writing" shall be deemed to include telegrams, faxes and telex communications and hand delivered letters.
- 35 The lessee shall pay the amounts as reflected in the schedule monthly simultaneously with the rental in respect of any parking bay which may be allocated to the lessee in the building by the lessor and such amount may be increased from time to time.
- 36 The lessee shall not obstruct access to the parking areas.
- 36.1 The lessor shall be entitled at any time to change the parking bay allocated to the lessee, if any, and in such event the lessee shall have no claims of any nature whatsoever.
- 36.2 The lessee agrees that it shall use the parking facilities in the building, including the entrance and exit ramps entirely at its own risk that it shall have no claim against the lessor, its servants, directors or agents arising from any cause whatsoever, including but without limiting the generality thereto, theft, impact and negligence.
- 36.3 The lessee shall park a motor car, van or bus only and not any trailer or other vehicle.
- The lessor shall take all steps, as it may consider necessary in its sole discretion of the maintenance and operation of the common areas.
- 37.
- 37.1 the lease constitutes the whole agreement between the parties and no warranties or representations, whether express or implied, not stated herein shall be binding to the parties.
- 37.2 no agreement at variance with the terms and the conditions of this lease shall be binding on the parties unless reduced to a written agreement signed by or on behalf of the parties.
- 37.3 no relaxation or indulgence which the lessor (or its servants, agents, directors, or representatives) may show to the lessee shall in any way prejudice or be deemed to be a waiver of its rights hereunder and, in particular, no acceptance by the lessor (or its agents, servants, directors, or representatives) of rent after due date (whether one or more occasions) shall preclude or stop it from exercising any rights enjoyed by it hereunder by reason of any subsequent payment not being strictly on due date.
38. The lessor shall have the right at any time after the initial period date to increase the rental payable by the lessee by giving the tenant written notice of such increase in accordance with the period of notice of termination in terms of the schedule hereof.
39. While for any reason or on any grounds the lessee occupies the premises and the lessor disputes his right to do so, then until the dispute is resolved whether by settlement, arbitration or litigation, the lessee shall (notwithstanding that the lessor may consent that this lease is no longer in force) continue to pay (without prejudice to its rights) an amount equivalent to the rent provided for in this lease monthly in advance on or before the first day of each month, and the lessor shall be entitled notwithstanding that the lessee may categorize any such payments as rental, to accept and recover such payments, and acceptances thereof shall be without prejudice to, and shall not in any way whatsoever affect the lessor's claim then in dispute. If the dispute is resolved in favour of the lessee, the payments received in terms of this lease shall be deemed to be amounts paid by the lessee on account of damages suffered by the lessor by reason of the unlawful occupation or holding over by the lessee.
40. The lessee chooses *domicilium citandi et executandi* for all purposes under this lease at the premises where all notices and processes in relation to this lease may be effectively delivered or served. All notices, statements and invoices must be sent via prepaid registered post and all statements and invoices sent prepaid to such address shall be deemed to have been received by the lessee on the day following the date of posting or at the time of delivery, if delivered. Notices, letters etc. may be sent according to clause 30 above.
41. Where the lessor has consented in writing to a cession or assignment of this lease, the lessee shall be deemed, not withstanding such consent, to have bound itself as surety and co-principal debtor with the cessionary or assignee or any successor-in-title, in favour of the lessor, for the due and proper fulfillment of all the obligations imposed in terms of this lease or any amendment, or addendum hereto in term of the suretyship of this lease any stamp duty payable as a result shall be paid by the then lessee.
42. The lessee agrees that any profit of whatsoever nature made as a result of the sub-letting of the premises or the cession, assignment or other alienation of this lease is the rightful property and is to be paid to the lessor on demand.
43. If any provisions of this lease are unenforceable for any reason, the remaining provisions of this lease shall not be affected and shall remain of full force and effect, if the suretyship is replaced or cancelled, then that shall not affect the remainder of this lease.
44. The agreement insofar as reference is made to designated persons, constitutes a stipulatio auctoris in their favour, which may be accepted by them at any time.
45. The surety does hereby bind himself jointly and severally as surety for the co-principal debtor in solidum with the lessee as defined in this lease or any extension, amendment or renewal thereof, to the lessor for the due fulfillment and performance by the lessee of all its obligations to the lessor, the surety hereby renounces the benefits of cession of action, excussion and divisions as well as benefits arising from the legal exceptions *non numerata pecuniae, non causa debiti, error calculi*, with the full force, meaning and effect whereof the surety hereby declares himself to be fully acquainted.
- 45.1 It is agreed and declared that all admissions and acknowledgements of indebtedness by the lessee shall be binding on the surety.
- 45.2 For the purpose of any action against the surety hereunder, for provisional sentence or otherwise, a certificate by the agent of the lessor as to the amount owing by the lessee and to the fact that the due date of payment of such amount has arrived shall be sufficient and satisfactory proof of the facts therein stated until the contrary shall have been proved.
- 45.3 The surety hereby chooses *domicilium citandi et executandi* for all purposes at the address of the premises.
- 45.4 The surety hereby consents to the jurisdiction of the magistrate's court in respect of any action or application arising out of or in connection with this lease notwithstanding that the amount in issue may exceed the jurisdiction of such court. The surety hereby consents to judgements being granted to the lessor for all arrears rentals and other recoveries (i.e. electricity, gas, etc.)
- 45.5 Without derogating from the generality of any of the provisions of this suretyship or the ambit of the obligations embraced, the surety's liability shall cover all claims or compensation or damages which the lessor may at any time as a result of the cancellation or termination of any contract between the lessee and the lessor howsoever arising, including without limitation the termination of any lease between the lessee and the lessor (or the lessor's predecessor in title) which takes place pursuant to the provisions of section 37(1) of the solvency act no. 24 of 1936 as amended, or, where the lessee is a company, as applied by virtue of the provisions of the company's act, no 61. of 1973 as amended, or pursuant, to any corresponding legislation.
- 45.6 In the event of :-
- 45.6.1 any liquidation, judicial management or sequestration of the lease or any other surety for the lessee or
- 45.6.2 any composition or compromise by the lessee or any such surety, whether in terms of the company law or insolvency law or under common law.
- 45.7 release securities and other surities and
- 45.8 give time to or compound or make any other arrangements with the lessee or other parties aforesaid and
- 45.9 allow or grant to the lessee or any other surety and attitude or indulgence without reference to or approval by the surety.
- 45.10 If for any reason any surety named herein shall fail to sign this lease for any reason whatsoever or if this suretyship shall for any reason cease to be or is not binding on any one of the sureties, then the obligations of the others shall continue to be binding and remain of full force and effect in terms hereof.
- 45.11 the provisions of the clause relating to interest, legal charges of this lease shall apply *mutatis mutandis* to the surety's indebtedness under the suretyship.
46. While this lease is in force, all furniture, equipment stock-in trade and other articles brought onto the premises shall be subject to the "Landlord's hypothec." The lessee undertakes not to pledge or assign these in any way or dispose of or remove them from the said premises without the prior written consent of the lessor.
47. At the option of the lessor any application or action concerning or arising out of this lease, or breach of this lease, or in any suretyship furnished for the obligation of the lessee hereunder may be brought in any magistrate's court having jurisdiction in respect of the lessee or the sureties, as the case may be, notwithstanding that the amount in issue may exceed the jurisdiction of such court.
48. The lessee hereby waives any right of rectification in regard to this lease.
49. Should the lessee require that a fire extinguisher be kept on the inside of the premises, the lessor will advise the lessee accordingly, deliver the equipment and debit the lessee's account with the cost of equipment. This cost shall be refundable to the lessee when the premises are vacated and the fire extinguisher is returned unused and in good order to the office of the agent.
50. The lessor shall be entitled to display to-let signs advertising the premises, within the premises visible to the public as from the date of receipt of the lessee's notice to vacate the premises.
51. The lessor does not warrant that any other premises in the same building will not be let for any of the purposes aforesaid to any person, other than any other lessee in the building will not compete with any other business of the lessee. The lessee shall not use the premises or any part thereof, or allow the same to be used for any purpose other than

premises or part thereof, or allow the same to be used for any purpose other than that specified in the schedule, without the lessors prior written consent. The lessee shall carry on in the premises a business of high standing and of no lesser standing and standard than those of the other lessees in the building, so as to maintain the class and standing of the building.

52. Should the lessor so decide; The lessee shall be obliged to sign the necessary documents whereby all rights, title and interest of all, goods, moveable assets, stock-in-trade, etc., on the premises be secured in terms of a notarial bond, all costs thus incurred shall be paid by the lessee.
53. If the lessee is a partnership then by their signature hereto, the individual partners of the lessee bind themselves, both as a partnership and jointly and severally as individuals, for all the lessee's obligations to the lessor under or arising out of this lease, including but limiting the generality of the a foregoing, the payment of any compensation or damages which may be payable by the lessee as a result of the cancellation or termination of this lease.
54. If the occupation by the lessee becomes unlawful by virtue of any law, this lease shall be cancelled without affecting any claims that the lessor may have acquired against the lessee prior to the cancellation.
54.1 Notwithstanding anything contained herein to the contrary the Lessee hereby agree that the Lessor may extend or reduce the occupation date with 30 days; in whatever case the lease period will be amended accordingly.
55. If the lessor in order to comply with the laws, whether in force prior to or after the commencement of negotiations, is required to take any such steps as will result in the lessee being deprived, either temporarily or permanently, of the beneficial use of any portion of the premises, the lessee shall have no right of cancellation or damages or any other claim of any nature whatsoever whether in contract or delict against the lessor, but shall be entitled to a proportionate remission in rental compensation or damage or to cancel the lease by reason of the exercise by the lessor of its rights under this lease.
56. The lessor shall have the right to do and perform such acts in and to the common areas as, in the sole and absolute discretion of the lessor, it shall determine to be advisable with a view to the improvement of the convenience and use thereof by lessees, their offices, agents, employees and customers, the lessor will operate and maintain the common areas in such manner as the lessor, in its sole discretion, shall determine from time to time, without limiting the scope of such discretion, the lessor shall have the full right and authority to make all rules and regulations pertaining to the necessary for the proper operation and maintenance of the common areas.
57. The lessee binds himself jointly and severally for the obligations and liabilities arising out of this agreement.
58. Any warranties or representation, whether express or implied not stated herein shall not be enforceable against the lessor.
59. The lessor chooses domicilium citandi et executandi as its address for services of any notice under this agreement at T.V.L. URBAN PROPERTY ADMINISTRATORS (PTY) LTD, as indicated in the schedule.
60. The lessee chooses domicilium citandi et executandi as its address for service of any notices under this agreement simultaneously at the premises.
61. It is an express clause in this agreement that should the Landlord, for any reason whatsoever, decided to sell the leased property, or be forced to sell on auction, or to alienate the property or to instruct a third party or himself to administer the property henceforth, then TUPA (PTY) LTD shall be entitled to immediately appropriate the balance of the commission due to terms of this lease agreement based on the prescribed tariff (Institute of Realtors).
62. Should the Tenant purchase the property in the future, it is agreed by the tenant that TUPA (PTY) LTD, is the effective cause of such purchase and will be entitled to Agents commission in accordance with the tariff of the Institute of Estate Agents of South Africa (S.Tvl Branch).
63. The tenant will be responsible for all renovations and repairs at tenant's own cost.
64. The Tenant will restore and make good any renovations undertaken on evacuation of the rented premises at their own cost.
65. Should the Lessor deem it necessary, the Lessor will have the full right to relocate the Lessee within the same building.
66. The tenant undertakes to maintain a noise level within the limit prescribed by Council and by law.
67. The tenant will under no circumstances tamper with the building's utilities supply or with the meters or the meter boxes.
68. Notwithstanding anything contained in the lease to the contrary, the parties agree that the lessor may move, amend or change the outside walls, should he require doing so.
69. The tenant will have a 3 Month rent free set-up period on commencement of the lease agreement.
70. Landlord contribution will be to reasonable fittings that will remain in the shop.
71. The tenant has the right to renew the lease for the next 5 years on expiry.

ADDENDUM "A"

to lease agreement Estate Late Solly Cohen

Shop 2

Personal surety attached by the following Directors

| Surname and First Names | ID Number | Address |
|-------------------------|-----------------|---|
| Jakoby, Martin Walter | 751202 5215 085 | 42 Garden Road Orchards Johannesburg 2192 |
| Hughes, Thomas Patrick | 760510 5196 082 | 49 6 th Avenue Melville Johannesburg 2192 |
| Jakoby, Christa Gwen | 810524 0121 086 | 22 Anslow Crescent Bryanston Johannesburg 2021 |
| Ansell, Grant David | 800821 5273 181 | 22 Anslow Crescent Bryanston Johannesburg 2021 |

Jakoby, Martin Walter



Hughes, Thomas Patrick



Jakoby, Christa Gwen



Ansell, Grant David

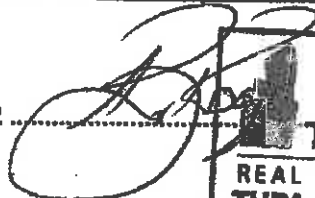


DATED AT Johannesburg ON THIS THE 24TH DAY OF MARCH 2017

WITNESS : Jacobus van Wyk



TUPA 2012



ADDENDUM "A"

to lease agreement Estate Late Solly Cohen

Shop 2

Personal surety attached by the following Directors

| Surname and First Names | ID Number | Address |
|--------------------------------------|-----------------|---|
| Jakoby, Martin Walter | 751202 5215 085 | 42 Garden Road Orchards Johannesburg 2192 |
| Hughes, Thomas Patrick | 760510 5196 082 | 49 6 th Avenue Melville Johannesburg 2192 |
| Ansell (nee Jakoby), Christa Gwen | 810524 0121 086 | 38 Forbes Street Fellside Johannesburg 2192 |
| Ansell, Grant David | 800821 5273 181 | 38 Forbes Street Fellside Johannesburg 2192 |

Jakoby, Martin Walter



Hughes, Thomas Patrick



Ansell (nee Jakoby), Christa Gwen

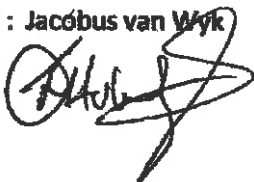


Ansell, Grant David

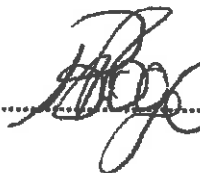


DATED AT Johannesburg ON THIS THE 24th DAY OF MARCH 2017

WITNESS : Jacobus van Wyk



TUPA 2012



TUPA
REAL ESTATE
TUPA 2012 (PTY) LTD
REG: 2012/083012/07
VAT: 4140802710
SUITE 101 TUPA HOUSE
CNR 2ND STREET & JHS ROAD
LA ROCHELLE. WEB: www.tupa.co.za
TEL: 011 461 1111 Fax: 011 408 0000

MENU

PERRON

mexican appreciation society

Nibbles

- Jenny chow - (v) typical mexican seven layer dip. Refried beans, guacamole, crema, olives, lettuce, cheese & chopped tomatoes. Served with home cooked tortilla chips. For two people sharing. R75
- Killer guac - (v) avocado salsa served with tortilla crisps R42
- Jerry lee lewis - albondigas (pork & beef meatballs) in a chipotle chili sauce R42
- Jalapeno poppers - (v) homemade with fire-roasted tomato salsa R49
- Mexican street corn - (v) char-grilled corn, baked in crema, mayonnaise & chili, topped with fresh coriander & crumbled feta R43
- Leventia muertos - bloody mary prawn cocktail served in a margarita glass with fresh tomato, orange & lime juices, Tabasco, shelled prawns, red onions, diced tomatoes & coriander R65

Salads

- Fride-digs-diego - (v) ripe avocado, eggs, mixed beans, chery tomatoes, spring onions, rocket, spinach & coriander, dressed in our signature perron dressing & topped with pumpkin seeds R87
- Quinoa bonita - spicy quinoa salad with avo, tomato, orange, sunflower seeds & ancho chipotle dressing R89
- Add free-range chicken breast (R110 total)

Burritos

- toasted flour tortillas wrapped around delicious fillings of green rice, guacamole, grated cheese, crema, salsa, refried beans & your choice of:
- senorita - (v) roasted beefroot & carrot with spiced sweet potato & feta R80
- vektor - chipotle chicken with Spanish onion R102
- thompson - char-grilled strips of steak with chipotle, spring onions & salsa R107
- gordo - pork pibil with pink onions R102
- with cheese please - any of the above with extra cheese R13

Wine

- Villera Down to Earth - Sauv Blanc / Semillon blend R120/R32
- Haute Cabriere Chardonnay Pinot Noir R200/R50
- Secateurs Chenin Blanc R160/R40
- Groote Post Old Man's Blend - Sauv Blanc / Chenin Blanc / Semillon R160/R38
- Hartenberg Riesling R185/R49
- Springfield Wild Yeast Chardonnay R280/R70
- Fryer's Cove Barnboes Bay Sauvignon Blanc R280
- Idiom - Sauvignon Blanc/Semillon Blend R300

the classics

- chilli - a steaming bowl of velvety beefy goodness, filled with beans, onions, chilli & spices. Served with rice, sour cream, cheese, lime & coriander R99
- sizzling steak - fillet steak with mexican potatoes, black bean & corn salsa, crema & guacamole R150
- add ancho mole R15
- oh happy glaze - pork belly slow-cooked with chilli, lime & agave, served with mexican potatoes, refried beans, crema & tomatillo salsa verde R130

los mas pequeños

the little ones

- we recommend 2-3 plates per person. We also recommend you order more once you've tasted how good these are...
- sweet potato & black bean tostadas - (v) two crisp tortillas with roasted sweet potatoes, black beans, coriander & red cabbage slaw R64
- courgette & pea tostadas - (v) with caramelised red onion, lime, avo, spring onion & coriander on two crisp tortillas R54
- popeye empieciadas - (v) spinach & a trio of cheeses, wrapped in pastry & deep fried, served with a roasted tomato salsa R54
- tamales - (v) with buttermilk, black beans & goats cheese, a squeeze of lime & coriander R64
- mushroom quesadillas - (v) black mushrooms fried with chilli & onions, toasted in a tortilla with oodles of cheese R54
- spicy chicken quesadillas - chipotle chicken in a spicy marinade, toasted in a tortilla with loads of cheddar cheese R54
- prawns in adobo - shelled mozambican prawns marinated in ancho chilli & orange juice R60
- ceviche verde - diced fresh fish cured in lemon juice & apple cider vinegar, dressed with coarsely chopped parsley, basil, green olives, chilli & tomato (when available) R75
- sweet potato on corn fritters - (v) caramelised spicy honey & lime sweet potato served on two sweetcorn fritters, a splash of tomato salsa, guacamole & feta cheese R54
- beer marinated mushroom tacos - (v) two hand/soft shell tacos with pepita relish & chipotle cashew nut crema R64
- slow cooked pork taco - two hard / soft shell tacos piled with mexican marinated pork, guacamole & pickled pink onions R56
- popcorn pollo taco - fried chicken breast marinated in spicy buttermilk served in two soft shell tacos with slaw, guac & roasted tomato salsa R62
- steak stripper taco - strips of beef, pickled cucumbers, cheddar cheese, guacamole & salsa served on two hard / soft shell tacos R89
- fish taco - lightly battered hake served on two soft tacos with a crunchy mexican slaw, spicy crema, guacamole & a squeeze of lime R56
- sashimi tuna taco - two hand/soft shell tacos with spicy tuna sashimi marinated in soy sauce & sesame syrup, sprinkled with sesame seeds & spring onions R80

sides

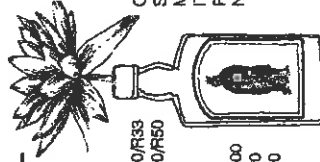
- guacamole R20
- salsa R14
- crema R18
- refried beans R14
- mexican slaw R14
- cheese R13
- green rice R22
- laco R17
- torilla R20
- mexican potatoes R25
- black bean & corn salsa R14
- side salad with feta R28
- corn bread R12

paz y amor

- a little bit of sweetness R68
- churros - delicious mexican doughnuts, rolled in cinnamon & sugar, served with your dipping choice of chocolate or coconutty dulce de leche R65
- chocolate fulana - dark chocolate tart, with a crunchy biscuit base & a dollop of crème fraiche R60
- I scream, you scream - vanilla bean & dulce de leche ice cream, served with shavings of dark chocolate & peanut brittle R66
- arancini - deep fried coconut rice pudding with roasted apple, crema & cinnamon R56
- taquitos - three mexican crepes filled with chilli, lime & white chocolate cream cheese, baked in the oven & served with spicy lime syrup

cervezas

- R42 Corona Sol
- R36 Minerva Ale
- R70 ITA Imperial Tequila Ale 660ml
- R130 Frost Hammer Yellow Ale 500ml
- R48 Naked Mexican 500ml
- R42 R130/R33
- R36 R200/R50
- R70 Merlot / Pinotage
- R130 R1300
- R48 R280
- R42 R300



rose sparkling Murrn Champagne Simonsig Kaapees Vonlei Graham Beck Brut Rose

**CERTIFIED COPY OF IDENTITY
DOCUMENT**

GEREGISTREERDE WOON- EN POSADRES

1. Bewaar die bewys van u GEREGISTREERDE WOON- EN POSADRES in hierdie sakkie.

2. Indien u van adres verander het, of indien besonderhede van u huidige adres, bv. straatnaam en/of -nommer, ens. verander het, moet die vorm KENNISGEWING VAN ADRESVERANDERING, wat in die sakkie agter in die identiteitsdokument is, gebruik word om die verandering aan te meld en moet dit ingedien word by of gepos word aan die naaste streek- distrikkantoor van die DEPARTEMENT VAN BINNELANDSE SAKE.

REGISTERED RESIDENTIAL AND POSTAL ADDRESS

1. Keep the proof of your REGISTERED RESIDENTIAL AND POSTAL ADDRESS in this pocket.

2. If you have changed your address, or, if particulars of your present address, e.g. name of street and/or street number, etc., have been changed, the NOTICE OF CHANGE OF ADDRESS form in the pocket at the back of the identity document must be used to report the change and it must be handed in or posted to the nearest regional/district office of the DEPARTMENT OF HOME AFFAIRS.



1

I.D.No. 810524 0121 08 6



S.A. BURGER/S.A. CITIZEN

VAN/SURNAMIE

JAKOBY

VOORNAME/FORENAMES

CHRISTA GWEN

**GESKOOTEDISTRIK OF -LAND/
DISTRICT OR COUNTRY OF BIRTH**

SOUTH AFRICA

**GESKOOTEDATUM/
DATE OF BIRTH**

1981-05-24



**DATUM UITGEREIK
DATE ISSUED**

1997-05-23

**UITGEREIK OP BELEG VAN DIE
DIRIGENTUR-GENERAAL
BINNELANDSE SAKE**

**ISSUED BY AUTHORITY OF THE
DIRECTOR GENERAL
HOME AFFAIRS**

**Certified as a true copy
of the original**

[Handwritten Signature]
**OTTO KARL WOLF
COMMISSIONER OF OATHS
JOHANNESBURG BUSINESS ADDRESS:
PO BOX 25, GREYMONT, 2035,
REF 9/1/8/2 DATED 23/06/2005.**



SAPS 21

SOUTH AFRICAN POLICE SERVICE

Private Bag X19, Johannesburg, 2000

| | |
|------------|-------------------|
| Verwysing | |
| Reference | 29/1/1 |
| Navrae | |
| Enquiries | Capt. T. J. Langa |
| Telefoon | |
| Telephone | (011) 670 6325 |
| Faksnommer | |
| Fax number | (011) 670 6345 |

PROVINCIAL COMMISSIONER
FLASH
GAUTENG

16 March 2017

The Chairperson
Gauteng Liquor Affairs
JOHANNESBURG

APPLICATION IN TERMS OF SECTION 23, SECTION 40 AND SECTION 104 OF THE
LIQUOR ACT, ACT 2 OF 2003 FOR A SUITABILITY CERTIFICATE

1. The South African Police Services has no information at its disposal by virtue of which the authority concerned can be opposed.
2. The applicant, **CHRISTA GWEN JAKOBY** with identity number **810524 0121 086** was screened by the South African Police Service and as far as can be established the applicant is not disqualified in terms of the Gauteng Liquor Act, Act 2 of 2003 .

Captain

FLASH : SOPHIATOWN

T.J. LANGA

GEREGISTREERDE WOON- EN POSADRES

1. Beskryf die adres van u GEREGISTREERDE WOON- EN POSADRES in Nederlands.

2. Indien u van adres verander het, of indien besonderhede van u huidige adres, byvoorbeeld en/of -nommer en/of reëlno. het met die vorm KENNISGEWING VAN ADRESVERANDERING wat in die Wet op die Burgerreëls gebruik word om die verandering aan te meld, op meêr as één adres word gebruik, dan moet die formulier van die DEPARTEMENT VAN BURELAANSE SAKE.

REGISTERED RESIDENTIAL AND POSTAL ADDRESS

1. Describe the part of your REGISTERED RESIDENTIAL AND POSTAL ADDRESS in this pocket.

2. If you have changed your address, or, if particulars of your present address, eg. street or road and/or site or number etc., have been changed, the NOTICE OF CHANGE OF ADDRESS form in the pocket of the back of this identity document must be used to report the change and it must be handed in at or posted to the nearest regional district office of the DEPARTMENT OF HOME AFFAIRS.

I.D. No. 760510 5196 08 2



S.A. BUREN/S.A. CITIZEN

VANSLERENDE

HUGHES

VOORNAAM/FORENAME

THOMAS PATRICK

GEBOORTEDISTRIK OF LAND OF BIRTH

SOUTH AFRICA

GEBOORTEDATUM OF BIRTH

1976-05-10

DATE OF BIRTH

2006-01-18

DATE OF EXPIRY OF THIS DOCUMENT

DATE OF EXPIRY OF THIS DOCUMENT



Certified as a true copy
of the original

OTTO KARL WOLF
COMMISSIONER OF GATHS
JOHANNESBURG BUSINESS ADDRESS:
PO BOX 25 GREYMONT 2095
REF. 94/82 DATED 21/06/2005



SAPS 21

SOUTH AFRICAN POLICE SERVICE

Private Bag X19, Johannesburg, 2000

| | |
|------------|-------------------|
| Verwysing | |
| Reference | 29/1/1 |
| Navrae | |
| Enquiries | Capt. T. J. Langa |
| Telefoon | |
| Telephone | (011) 670 6325 |
| Faksnommer | |
| Fax number | (011) 670 6345 |

PROVINCIAL COMMISSIONER
FLASH
GAUTENG

16 March 2017

The Chairperson
Gauteng Liquor Affairs
JOHANNESBURG

APPLICATION IN TERMS OF SECTION 23, SECTION 40 AND SECTION 104 OF THE
LIQUOR ACT, ACT 2 OF 2003 FOR A SUITABILITY CERTIFICATE

1. The South African Police Services has no information at its disposal by virtue of which the authority concerned can be opposed.
2. The applicant, **THOMAS PATRICK HUGHES** with identity number **760510 5196 082** was screened by the South African Police Service and as far as can be established the applicant is not disqualified in terms of the Gauteng Liquor Act, Act 2 of 2003 .

Captain

FLASH : SOPHIATOWN

T.J. LANGA

GEREGISTREERDE WOON- EN POSADRES

1. Hou die bewys van u GEREGISTREERDE WOON- EN POSADRES in hierdie sakkie.

2. Indien u van adres verander het, of indien besonderhede van u huidige adres, by straatnaam en/of nommer, ens. verander het, moet die vorm **KENNISGEWING VAN ADRESVERANDERING**, wat in die ekkie agter in die identiteitsdokument is, gebruik word om die verandering aan te meld en moet dit ingedien word by of gegee word aan die neareste streek- of distrikampt van die DEPARTEMENT VAN BINNELANDSE SAKE.

REGISTERED RESIDENTIAL AND POSTAL ADDRESS

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1

I.D.No. 800821 5273 18 1



NIE S.A.BURGER/NON S.A.CITIZEN

VAN/OURNAME

ANSELL

VOORNAME/SURNAME

GRANT DAVID

**GEBOORTEDISTRIK OF-LAND/
DISTRICT OR COUNTRY OF BIRTH**

ZIMBABWE

**GEBOORTEDATUM/
DATE OF BIRTH**

1980-08-21

**DATUM UITGEREIK
DATE ISSUED**

1997-10-06



**UITGEREIK OP BESAG VAN DIE
DIREKTEUR-GENERAAL
BINNELANDSE SAKE**

**ISSUED BY AUTHORITY OF THE
DIRECTOR-GENERAL
HOME AFFAIRS**

**Certified as a true copy
of the original**

**OTTO KARL WOLF
COMMISSIONER OF OATHS
JOHANNESBURG BUSINESS ADDRESS:
PO BOX 25, GREYMONT, 2035,
REF 9/1/8/2 DATED 23/06/2005**



SAPS 21

SOUTH AFRICAN POLICE SERVICE

Private Bag X19, Johannesburg, 2000

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| Verwysing | |
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| Enquiries | Capt. T. J. Langa |
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| Telephone | (011) 670 6325 |
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PROVINCIAL COMMISSIONER
FLASH
GAUTENG

16 March 2017

The Chairperson
Gauteng Liquor Affairs
JOHANNESBURG

APPLICATION IN TERMS OF SECTION 23, SECTION 40 AND SECTION 104 OF THE
LIQUOR ACT, ACT 2 OF 2003 FOR A SUITABILITY CERTIFICATE

1. The South African Police Services has no information at its disposal by virtue of which the authority concerned can be opposed.
2. The applicant, **GRANT DAVID ANSELL** with identity number **800821 5273 181** was screened by the South African Police Service and as far as can be established the applicant is not disqualified in terms of the Gauteng Liquor Act, Act 2 of 2003 .

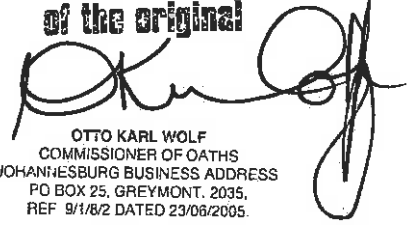
Captain

FLASH : SOPHIATOWN

T.J. LANGA

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of the original

OTTO KARL WOLF
COMMISSIONER OF OATHS
JOHANNESBURG BUSINESS ADDRESS
PO BOX 25, GREYMONT, 2035,
REF 9/1/6/2 DATED 23/06/2005.



1

I.D. No. 751202 5215 08 5

S.A. BURGER/S.A. CITIZEN

www.safes.gov

JAKOBY

voornamely/voornamely

MARTIN WALTER

COMMISSIONER OF OATHS
DIRECTOR GENERAL
SOUTH AFRICA

1975-12-02
DAYTON LUTHERBURK
DATE BORN

1995-02-22
WITNESSED ON BEHALF OF THE
DIRECTOR GENERAL,
JOHANNESBURG

ISSUED BY AUTHORITY OF THE
DIRECTOR GENERAL
-ONE APPLIES



REGISTERED RESIDENTIAL AND POSTAL ADDRESS

1. Keep the proof of your REGISTERED RESIDENTIAL AND POSTAL ADDRESS in this pocket.

2. If you have changed your address or if possession of your present address is a source of dispute with your landlord, etc., have your landlord, the OFFICE OF CHANGE OF ADDRESS form in the pocket at the back of this book, completed and be used to report the change and it must be attached to all documents submitted to the DEPARTMENT OF HOME AFFAIRS.

REGISTERED RESIDENTIAL AND POSTAL ADDRESS

1. Beware van bewys dat u GEREKISTREERDE WOON- EN POSALADRES in hierdie boekie.

2. Indien u nuwe woon- of posaladres het of indien u besprekingsprobleme het met u huidige adres by u eienaar of by u huurder, ens., moet u die GEREKISTREERDE WAAKSTREKERINGSFORMULIER in die agterkant van hierdie boekie voltooi en dit moet gebruik word om die Departement van Huishoudelike Sake te kennis te gee.



SAPS 21

SOUTH AFRICAN POLICE SERVICE

Private Bag X19, Johannesburg, 2000

| | |
|------------|-------------------|
| Verwysing | |
| Reference | 29/1/1 |
| Navrae | |
| Enquiries | Capt. T. J. Langa |
| Telefoon | |
| Telephone | (011) 670 6325 |
| Faksnommer | |
| Fax number | (011) 670 6345 |

PROVINCIAL COMMISSIONER
FLASH
GAUTENG

16 March 2017

The Chairperson
Gauteng Liquor Affairs
JOHANNESBURG

APPLICATION IN TERMS OF SECTION 23, SECTION 40 AND SECTION 104 OF THE
LIQUOR ACT, ACT 2 OF 2003 FOR A SUITABILITY CERTIFICATE

1. The South African Police Services has no information at its disposal by virtue of which the authority concerned can be opposed.
2. The applicant, **MARTIN WALTER JAKOBY** with identity number **751202 5215 085** was screened by the South African Police Service and as far as can be established the applicant is not disqualified in terms of the Gauteng Liquor Act, Act 2 of 2003 .

Captain

FLASH : SOPHIATOWN

T.J. LANGA

TAX CLEARANCE



Tax Clearance Certificate Number:

0700/2/2016/A000330969

Tax Clearance Certificate - Good Standing

Enquiries

0800 00 SARS (7277)

Approved Date

2016-08-24

Expiry Date

2017-08-24

Company registration number 2013/236292/07

Income Tax 9375726172
ZUDOBIX (PTY) LTD

VAT 4290266339
ZUDOBIX (PTY) LTD

PAYE 7170785978
ZUDOBIX (PTY) LTD

Trading Name ZUDOBIX (PTY) LTD

It is hereby confirmed that, on the basis of the information at the disposal of the South African Revenue Service (SARS), the above-mentioned taxpayer has complied with the requirements as set out in the Tax Administration Act.

This certificate is valid until the expiry date reflected above, subject to the taxpayer's continued tax compliance. To verify the validity of this certificate, contact SARS through any of the following channels:

- via eFiling
- by calling the SARS Contact Centre
- at your nearest SARS branch

This certificate is issued in respect of the taxpayer's tax compliance status only, and does not address any other aspect of the taxpayer's affairs.

This certificate is issued free of charge by SARS

AFFILIATION

NTHA



**NATIONAL
TOURISM &
HOSPITALITY
ASSOCIATION**

Certificate

Membership No. 008375

11 APR 2017

This certifies that

SCARON - NIGLVILLE

is a member of this association
in good standing until
11 APRIL..... 2018



Id No/Reg No. 2013/236242/07

Address: END NUMBER 21 CORNER LINA AVENUE 5TH STREET

MELVILLE JOHANNESBURG

Mabasa

President

500 METERS AFFIDAVIT

**MARTIN WALTER JAKOBY
DECLARES UNDER OATH**

1.

I am one of the directors in the application in terms of Section 23 of the Liquor Act for a restaurant liquor license at PERRON situated at shop number 2 on the corner of 4th avenue and 5th street, Melville next to The Leopard Restaurant.

Names and nature of educational institutions within a radius of 1 kilometer from the premises :
Melville Junction School (The Foundation School); Melpark Primary School; Sparrow School, Langahead School, University of Johannesburg; Milpark Business School; Deutshe Schule; Mc Auley House Convent; St. Katherine School, Montessori Pre-School.

Names and distances to similar licensed premises within a radius of 1 kilometer from the premises.
To the best of the applicant knowledge, the following similar licensed premises are within a radius of 1 kilometre from the premises: Hell's Kitchen. La Sant Muerte, Bambanani; Sakua Sushi; Six Restaurant; Loft; Lucky Mexico; Transkei; Xai Xai Lounge; De La Creme; Ratz; Blue, Sahib Indian Restaurant; Yasuqui Cuisine; Melville Cafe; Nuno's Restaurant; Liquid Blue; Melons Restaurant; The Antz; Cafe Picobella; Catz Pyjamas; Chinese Lantern; Big Time Tavema Sama Restaurant; Lingo Restaurant; Chaplins Restaurant; Soi Restaurant; Mugg and Bean; Local Grill; Buzz 9; Fontana Roastery; Quench Restaurant.

Place of worship within a radius of 1 kilometer from the premises.
The Auckland Park Baptist Church, Rivonia SDA Church, Melville Methodist Church; Kruis Gemeente Church, The Potters House, Nederduitse Hervormde Kerk; Heritage Baptist Church, Nederduitse Hervormde Kerk van Suid Afrika, Catholic Church, Christ Embassy, NG Kerk; Die Kapel; Rosebank SDA, 1 st Avenue; Melville Gemeente; Melville Junction Church; Musjid Mosque; Richmond Road; Auckland Park Baptist Church. St. Pete's Anglican Church.

I declare or truly affirm that the information furnished in this application is true.

MARTIN WALTER JAKOBY

I certify that this declaration has been signed and sworn to or affirmed before me at Sophiatown this 20th day of April 2017 by the applicant who acknowledged that-

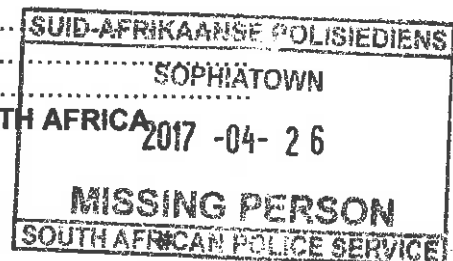
- (I) he knows and understands the contents of this declaration;
- (II) he has no objection to taking the prescribed oath or affirmation; and
- (III) he considers the prescribed oath or affirmation to be binding on his conscience and that he uttered the following words:

"I swear that the contents of this declaration are true, so help me God" or "I truly affirm that the contents of this declaration are true".

.....
Commissioner of Oaths

04632699
Commissioner of Oaths
Full Name : MARIUS BRUWER
Address : 186 MAIN ROAD, NEWLANDS.
Designation: WARRANT OFFICER
Office held appointment is Ex Officio :
REPUBLIC OF SOUTH AFRICA

Full names
Business address
Rank.....
Office held if appointment is ex officio : REPUBLIC OF SOUTH AFRICA



MARTIN WALTER JAKOBY DECLARES UNDER OATH :

REPLY TO QUESTION 3 (1)

The prospective holder and holder of the license at PERRON – BRYANSTON will in future be the company ZUDOBIX (PTY) LTD with registration number 2013/236292/07 and its four directors :

Name : MARTIN WALTER JAKOBY

Age : 41 years old

Identity number : 751202 5215 085

Residential address : _____

**Business address : ERF 5605, SHOP D3 PLUS ADJOINING PATIO AREA,
HOBART GROVE CORNER GROSVENOR AND HOBART
ROADS, BRYANSTON.**

Postal address : NO. 42 GARDEN ROAD, ORCHARDS, 2192.

**Other Interests : FINANCIAL INTEREST BY VIRTUE OF DIRECTORSHIP IN THE LIQUOR
LICENSE AT PERRON – HOBART GROVE – BRYANSTON – GAU/039344**

Name : THOMAS PATRICK HUGHES

Age : 40 years old

Identity number : 760510 5196 082

Residential address : _____

**Business address : ERF 5605, SHOP D3 PLUS ADJOINING PATIO AREA,
HOBART GROVE CORNER GROSVENOR AND HOBART
ROADS, BRYANSTON.**

Postal address : NO. 42 GARDEN ROAD, ORCHARDS, 2192.

**Other interests : FINANCIAL INTEREST BY VIRTUE OF DIRECTORSHIP IN THE LIQUOR
LICENSE AT PERRON – HOBART GROVE – BRYANSTON – GAU/039344**

Name : CHRISTA GWEN JAKOBY

Age : 35 years old

Identity number : 810524 0121 086

Residential address : _____

Business address : ERF 5605, SHOP D3 PLUS ADJOINING PATIO AREA,
HOBART GROVE CORNER GROSVENOR AND HOBART
ROADS, BRYANSTON.

Postal address : NO. 42 GARDEN ROAD, ORCHARDS, 2192.

Other interests : FINANCIAL INTEREST BY VIRTUE OF DIRECTORSHIP IN THE LIQUOR
LICENSE AT PERRON – HOBART GROVE – BRYANSTON – GAU/039344

Name : GRANT DAVID ANSELL

Age : 36 years old

Identity number : 800821 5273 181

Residential address : _____

Business address : ERF 5605, SHOP D3 PLUS ADJOINING PATIO AREA,
HOBART GROVE CORNER GROSVENOR AND HOBART
ROADS, BRYANSTON.

Postal address : NO. 42 GARDEN ROAD, ORCHARDS, 2192.

Other interests : FINANCIAL INTEREST BY VIRTUE OF DIRECTORSHIP IN THE LIQUOR
LICENSE AT PERRON – HOBART GROVE – BRYANSTON – GAU/039344

I know and understand the contents of this declaration.
I have no objection in taking the prescribed Oath.
I consider the prescribed Oath as binding to my conscience.


MARTIN WALTER JAKOBY

I certify that the deponent has acknowledged that he knows and understands the contents of this
this declaration. This declaration was sworn before me this 26th day of April 2011
and the deponents signature was placed thereon in my presence.


.....
Commissioner of Oaths

04632699
Commissioner of Oaths

Full Name : MARIUS BRUWER
Address : 186 MAIN ROAD, NEWLANDS.
Designation: WARRANT OFFICER
Office held appointment is Ex Officio :
REPUBLIC OF SOUTH AFRICA

Full names : _____

Address : _____

Designation : _____

Office held if appointment is Ex Officio : REPUBLIC OF SOUTH AFRICA.

