

SILVER STAR BROKERS



Business Brokers & Liquor Licensing Consultants
Commercial Property Rental Agents
Registered Tax Practioners
email: ssbrokers @mweb.co.za

Business Name:

BAB AND GRILLS

Index Page for Section 23 Submissions:

- *Application Form Commissioned
- Lodgement fees
- * Representation / Motivation in writing
- * Description of Premises
- * Smoking Affadavit
- * Similar Licensed Premises Affadavit
- * SAPS Clearance Certificate
- * SARS Clearance Certificate
- *Association members certificate
- * PLO Proof of lawful occupation
- * ID Certified Copy of Applicants ID
- * LAA Local Authority approval
- * Plan of Premises
- * Photo's of premises
- 2 * Newspaper adverts
- * Government Gazette





Thank You!

Your Payment was successful Ref: VODSB3PBZH9H

Ref

VODSB3PBZH9H

Date

04-Mar-2022

Time

14:01:07

To Ssbrokers@mweb.co.za

Payment History Details

Payment From :

Business Cheque Account

62024269575

Last Payment Account

Account Name

Business Cheque Account

Recipient Details

Payment Name

iblic Recipient Description

Glb2

References

My Reference Gab And Grills Their References Glb7000015091

Notifications

Type Email address

Account Number 62024269575

Account Number

Country South Africa

Amount 2,250.00

GAUTENG DEPARTMENT OF ECONOMIC DEVELORMENT JOHANNESBURG REGION

0 4 MAR 2022

GAUTENG LIQUOR BOARD

Liquor Licence Form

APPLICATION REFERENCE NUMBER GLB7000015091

| Application Type | New Application | | | |
|------------------------------------|---------------------------------------|------------------------------|--|--|
| License Type | Restaurant | | | |
| Applicant | Natural Person | Non-Natural P | erson (Trust, Company, Pa | rtnership or Close Corporation) |
| SECTION O | d by a | | JOHAN | IG DEPARTMENT OF MIC DEVELOPMENT |
| Application submitted | i by: | | 1. | T MAR 2022 |
| I am the applican | t () = Lam a consultant /a | agent submitting | on behalf of the applicant | |
| I am the applican | t 🔵 👨 l'am, a consultant / a | agent, submitting | on behalf of the applicant | |
| I am the applican | Maria | agent, submitting Surname | | 4G LIQUOR DOARD LICENSE COST |
| | | | GAUTEN | G LIQUOR DOARD |
| First Name | Maria | Surname | Da Silva | 4G LIOUOR DOARD LICENSE COST |
| First Name Second Name | Maria Silver Star Brokers | Surname Street Number | GAUTEN Da Silva 27 Jay street | 4G LIOUOR DOARD LICENSE COST |
| First Name Second Name Street Name | Maria Silver Star Brokers Rant en dal | Surname Street Number Suburb | GAUTEN Da Silva 27 Jay street Krugersdorp | LICENSE COST AMOUNT R:4 5,0 0 0,0 |

SECTION 1 - APPLICANT DETAILS

| | LIDDOR FORMAND MARKET HORIZON | INPUT | | | |
|-------|--|-----------------------------------|--|--|--|
| 1:1 | Name of Business | GAB AND GRILLS | | | |
| 19.E. | Surname of Applicant | N/A | | | |
| 1.2 | Age of the Applicant | 0 | | | |
| 1.3 | Company Registration Number | 2021/944938/07 | | | |
| | Residential Address or Registered Office Address | | | | |
| | Street Number | 27 Boxes | | | |
| 1.4 | Street Name | 76 A 4th Avenue | | | |
| 1.7 | Suburb | Melville | | | |
| | City | Johannesburg, South Africa, 2092. | | | |

Liquor Licence Form

to perrou artifución ser ado

| 1.5 | P.O. Box Number | 27 | | |
|-----|--|-----------------------------------|--|--|
| 1.0 | Postal Code | 1740 | | |
| 1.6 | Business Telephone Number | 0116604052 | | |
| 127 | Email Address | ssbrokers@mweb.co.za | | |
| 1.8 | Cellphone Number | 083 750 6422 | | |
| | Physical Address of the premises for which the liquor permit is required | | | |
| | Street Number | 27 Boxes | | |
| 1.0 | Street Name | 76 A 4th Avenue | | |
| 1.9 | Suburb | Melville | | |
| | City | Johannesburg, South Africa, 2092. | | |
| | ERF Number | 76 A 4th Avenue | | |

SECTION 2 - APPLICANT ENVIRONMENT

IS THE APPLICANT A PERSON WHO:-

| | LIGHTS LETSHEE JUST KATION PED MIETSHE | IN IN | IPUT |
|-----|---|-------|-------------|
| 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? | YES | ⊘ NO |
| 2.7 | tias 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? | YES | ⊘ NO |
| 2.3 | is not demiciled in the Republic? | YES | ⊘ NO |
| 2.4 | is an unrehabilitated insolvent? | YES | ⊘ NO |
| 2.5 | is a minor? | YES | ⊘ NO |
| 26 | is the spouse of a person contemplated in questions (2.1), (2.2), or (2.4) ? | ○ YES | ⊘ NO |

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

| Nas. I DOZOR DISENSE APRIJEATION REQUIREMENT | INPUT | |
|--|---------|--|
| | - Table | |

Liquor Licence Form

THE TAXABLE HER DOORS NOT LEAD IN

| 2.7 | has a controlling interest in such a company, closed corporation or trust? | | ✓ YES | O NO |
|------|---|--|---------------|---------|
| ojui | Furnish full details relating to the positive affirmation of the above statement: | Gab and Grills, company registration number: 2021/944938/07 | | 7 |
| 2.8 | is a partner in such a partnership 7 | | YES | O NO |
| info | Furnish full details relating to the positive affirmation of the above statement: | Kamohelo Maso, identity number: 980527501608 identity number: 9709015404087. | 80 and Thato | Molabe, |
| 2.9 | is the main beneficiary under such a trust? | | O YES | Ø NO |

SECTION 3 - GENERAL DETAILS

State the <u>name</u>, <u>identity</u> number and <u>address</u> of each person, including the applicant, who will have any financial interest in the business and in each case the <u>nature of such interest</u>. 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 <u>name and postal address</u> 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. <u>INPUT TABLE BELOW</u>

| | Name | Surname | Identity Number | Address | Nature Of Interest / Notes |
|----|----------|---------|-----------------|---|----------------------------|
| 1) | Kamohelo | Maso | 9805275016080 | 27 Boxes, 76 A 4th Avenue, Melville, Johannesburg, South Africa, 2092. | N/A |
| 2) | Thato | Molabe | 9709015404087 | 27 Boxes, 76 A 4th Avenue, Melville, Johannesburg, South Africa, 2092. | N/A |

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).

The applicants has NO financial interest in the liquor trade in the Republic of South Africa nor abroad.

INPUT

3.2

| 11,1 | Is the application made in respect of premises which has not yet been erected ? | YES | ⊘ NO |
|------|--|----------------------|-------------|
| 11.2 | Are the premises already erected but require additions or alterations in order to make them suitable for the purpose of the proposed business? | YES | ⊘ NO |
| 1.3 | 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? | YES | ○ NO |
| | | | |
| | Is an application made for any determination, consent, approval or authority which could be granted by the board? | YES | ○ NO |
| | Furnish full details relating to the positive affirmation of the above statement: Awaiting approval from the Ga | auteng Liquor Board. | |
| | | | |
| 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 A | pplicant |
|------------|------|----------|
| or Authori | zed | Person |



Date 16/02/2022

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 | 110/3978 | Date 2022 02 21 |
|--|-------------|--|
| First Name(s) | DIMARATSO | AUDREY |
| Surname | MATERESI | |
| Business Address Line 1 | 40 MER | eury & High SINES |
| Business Address Line 2 | BRIXTON | |
| Business Address Line 3 | JUB | |
| Designation | BALIGTON C | esc |
| Area for which appointment is held | J43 | SUID-AFRIKAANSE POLISIEDIENS |
| Office held if appointment is Ex Officio | | 2022 -02- 2 1 |
| pplication Ref. GLB7000015091 | Page 6 of 6 | SOUTH AFRICAN POLICE SERVICE Co. Ver 2.10 PROD |

AFFIDAVIT

We, the undersigned,

KAMOHELO MASO, IDENTITY NUMBER: 9805275016080 AND THATO MOLABE, IDENITY NUMBER: 9709015404087

here under oath say -

I have made an application in terms of Section 23 of the Liquor Act 2003 for a

RESTAURANT LIQUOR LICENSE - ON- consumption under the name of:

GAB AND GRILLS

Business Premises being: 27 BOXES, 75, 4TH AVENUE, MELVILLE, JOHANNESBURG.

According to my best knowledge, I declare my proposed license premises is close to a similar licensed premises within the 1km radius from my proposed premises, referred to as; The countless, Melville Grill lounge, Café Picobella Trattoria, Café de la Crema, Perron Melville, Satkar Indain Cuisine, Poppy's, Lucky Bean Restaurant, Hell's kitchen, Ant Café, La Santa Muerte, Buzz 9 and Six cocktail bar.

According to my best knowledge there are **NO** places of educational institutions within the 1km radius from the proposed premises.

According to my best knowledge there are **NO** places of worship or churches within the 1km radius from the proposed premises.

KAMOHELO MASO

THATO MOLABE

We confly that this affidavit has been signed and sworn to before me at..... who acknowledges that

(a) They know and understand the contents of this affidavit are true, so help me God

(b) They have no objection to taking the prescribed oath: and

(c) They consider the prescribed oath to the binding on our conscience and that we uttered it

| 'They sweat that the contents of this Affidavit are true, so help me God.' | |
|--|-----------------------------|
| 'They swear that the contents of this Affidavit are true, so help me God.' | JID-AFRIKAANSE POLISIEDIENS |
| | CSC |
| COMMISSIONER OF OATHS | |
| Full Names: MATERES! DA Business Address: CO WELLY & HIGH ST Designation: PMX70N ESE Area which appointment is held: PMX701 | 2022 -02- 2 1 |
| Business Address: CO MERCHRY & HIGH \$7 | REET. |
| Designation: KNIX70N ESC | BRIXTON |
| Area which appointment is held: 701 | UTH AFRICAN POLICE SERVICE |

AFFADAVIT

I truly affirm that the information furnished in this application and the documents attached is true.

I the undersigned, here under oath say -

KAMOHELO MASO, IDENTITY NUMBER: 9805275016080 AND THATO MOLABE, IDENITY NUMBER: 9709015404087

They have made an application in terms of Section 23 of the Liquor Act 2003 for a RESTAURANT LIQUOR LICENCE - ON - consumption under the name of:

GAB AND GRILLS

Business Premises being: 27 BOXES, 75, 4TH AVENUE, MELVILLE, JOHANNESBURG.

and hereby

They declare that their premises is a non smoking and an allocated area for smoking in compliance with the provisions of the act.

KAMOHELO MASO

THATO MOLABE

Kruix7cル who acknowledges We certify that this affidavit has been signed and sworn to before them at: that.

(a) We know and understand the contents of this affidavit are true, so help me God'

(b) We have no objection to taking the prescribed oath, and conscience and that she uttered it'

'We swear that the contents of this affidavit are true, so help me God'

Commissioner of Oaths

Full names: 114 Business Address

Designation:

SUID-AFRIKAANSE POLIS!

SOUTH AFRICAN POLIC

CUNVICE

INS

COMPREHENSIVE WRITTEN REPRESENTATION

Transfer Application for Apexiviva Construction (Ptv) Ltd Registration number: 2019/471240/07

NATURE OF APPLICATION

This application is brought to the liquor board, via Silver Star Brokers, in terms of section 43 of the Liquor act, as amended by Gab and Grills Pty Ltd registration number: 2021/944938/07

The application is brought forward to the Honorable Liquor board by the Directors of the Pty referred to as: Kamohelo Maso Identity number: 980527 5016080 and Thato Molabe Identity number: 970901540487

LOCALITY

This Proposed business premises is situated at 27 Boxes, 76 A 4th Avenue, Melville, Johannesburg

ABOUT THE BUSINESS:

The proposed business will be traded as a restaurant on consumption business referred to as Gab and Grills, the applicants are opening a Elegant Restaurant whereby their main focus and primary purpose of the business will be Food, however in the restaurant industry as we all know there is always a request or demand for that special sparkling to celebrate with.

The applicants business will be for the public interest, a restaurant whereby a client can sit down and enjoy a well prepared meal, made with a lot of passion, enthiasiasm, great taste to stimulate the taste buds. This restaurant will be that unique environment for a normal night out meal or for that special occasion, where that little something special happens out of the ordinary like an engagement or just that ordinary couples date night or family gathereing.

The applicants will NOT be hosting events or life entertaining whatsoever, this business will be run soley as a formal restaurant. No loud music will be hosted and no disturbances will occur in the restaurant at all.

BOUT THE APPLICANTS

The proposed applicants are currently restauranteurs of which none of their establishments have a liquor license as they are very dedicated to the quality of their food, however they have done their surveys and demands in the restaurants in the Melville area secondary need is a glass of wine or a glass of cold beer.

The applicants are experienced business people and very passionate for the food and restaurant industry, hence are requesting the honorable liquor board to kindly make the decision of a successful license approval based on the applicants experience and business background of success, as their intentions are solely to run a successful business, create jobs and have an establishment to benefit the whole community.

PROOF OF OCCUPATION

The applicants lease agreement has been enclosed.

PUBLIC INTEREST

The applicants do believe that their application is in the public interest as they strongly believe in the quality of their food and the service and quality business they can create in the area of Melville

SURROUNDING ZONING AND LAND USE

The proposed business property rezoning has allowed for the trade of business.

CONCLUSION:

The honourable chalmman of the Liquor Board is respectfully requested to approve this application for a Restaurant Liquor License kindly keeping in mind of the purpose of the application comprehensive representation in mind.

Description of Premises:

Business premises: 27 Boxes 76 A 4th Avenue, Melville.

The proposed business premises is already erected however furniture and kitchen equipment is needed to be put in.

The proposed premises is tile out and wooden floors going up to the upper level.

The outside area will be the smoking area and play area for children.

Please see attached the photos to the application.

RESOLUTION

BUSINESS NAME:

GAB AND GRILLS (PTY) LTD

MEMBERS BEING

FULL NAMES:

KAMOHELO MASO

IDENTITY NUMBER: 0805275016080 & PARTNER

FULL NAMES:

THATO MOLABE

IDENTITY NUMBER: 9709015404087

I KAMOHELO MASO HEREBY GIVES MY PARTNER THATO MOLABE A RESOLUTION WITH FULL CONCENT TO SIGN ON MY BEHALF ANY DOCUMENTS NECCESSARY IF IM NOT AVAILABLE TO DO SO.
AND

I THATO MOLABE HEREBY GIVES MY PARTNER KAMOHELO MASO FULL PERMISSION TO SIGN ON MY BEHALF ANY DOCUMENTS NECCESSARY WHENEVER IM NOT ABLE TO DO SO.

WE HEREBY APPOINT AND GIVE SILVER STAR BROKERS TERESA
DOS RAMOS OR MARIA DA SILVA PERMISSION TO LODGE THE APPLICATION ON
OUR BEHALF TO ENABLE THE APPLICATION OF THE LIQUOR LICENCE TO
PROCEED

KAMOHELO MASO

WITNESS

THATO MOLABE

WITNESS



REPUBLIC OF SOUTH AFRICA

Surname: Names. KAMOHELO Sex M Nationality: RSA Identity Number: 8805276016680 Date of Birth: 27 MAY 1968 Country of Birth: RSA Status: CITIZEN



SERTIFICEER DAT HIERT'E DOMENT 'N WARE AFDROM AF KRIET IS VAN DE FORSPEONKLIKE DOGUMENT NOT AN THE WARE FIX SETTIFISHE VERDEN BY CROSSENGHIKLIKE AND WHAT AND WERE STRING OF VERANDENING OF BILL CROSSENGHIKLIKE AND WHAT AND WERE SPENS IS NIE. I CERTIFY THAT THIS DOOU .NT IS A TRUE REPRODUCTION (COPY) UR THE SED TO ME FOR AUTHENTICATION I WAS CHICARD CONSERVATIONS, AN AMENDMENT OR A CHANGE WAS NOT TO THE CONTROL OF A CHANGE WAS NOT

KENINC/SIGNATURE RANG

FORCE NUMBER NAAM IN DRUKSKRIF



Conditions:

This card has been issued by the Department of Home Affairs in terms of the Identification Act, Act 60 of 1997

(Fraunt) please return to the Department of Home-Affilias For and line of verification burgless's stricted 0000 00 11 00

Date of Issue: 24 AUG 2016



102803545













SILVER STAR BROKERS

Business Brokers & Liquor Licensing Consultants Registered Tax Practioners

Maria: 083 750 6422 / 083 473 9252 email: ssbrokers@mweb.co.za

Attention: The Gauteng Liquor Board

Subject: Condonation to assist with Section 23 whilst awaiting TAX Clearance Certificate & Police Clearance.

I hereby am requesting the honourable liquor board to please accept this condonation letter with regards to my clients section 23 application for the related client GAB AND GRILLS, IDENTITY NUMBER: 2021/944938/07, MR KAMOHELO MASO, IDENTITY NUMBER: 9805275016080 AND THATO MOLABE, IDENITY NUMBER: 9709015404087, the TAX Clearance Certificate and Police clearance at this stage, as I have not yet received it from SARS and from SAPS.

As soon as I receive the Tax Clearance and Police clearance, I will ensure that it is submitted.

Your Assistance regarding this matter will sincerely be appreciated.

Kindest regards,

Maria Da Silva

Silver Star Brokers Liquor Licensing Consultant.

Certificate Issued by the Commissioner of Companies & Intellectual Property Commission on Monday, January 24, 2022 at 10:51



Companies and Intellectual Property Commission

a mamber of 444 di gioup

COR14.3: Registration Certificate

Registration Number: 2021 / 844838 / 67 Enlerprise Name:

GAB AND GRILLS

ENTERPRISE INFORMATION

Registration Number

2021 / 944938 / 07

Enterprise Name

GAS AND GRILLS

Registration Date

18/10/2021

Business Start Date

18/10/2021

Enterprise Type

Private Company

Enterprise Status

Financial Year End

In Business

TAX Number

9159372288

POSTAL ADDRESS

65 SILVERLEAF STREET

VAN DYK PARK BOSKBURG GAUTENG

ADDRESS OF REGISTERED OFFICE

65 SILVERLEAF STREET VAN DYK PARK BOSKBURG GAUTENG

ACTIVE MEMBERS / DIRECTORS

Surname and First Names

MASO, KAMOHELO

MOLABE THATO

Type ID Number / Date of Birth

9805275016080

8709015404067

Appointment

1450

16/10/2021

Addresses

Pontal: 65 SILVERLEAF STREET, VAN DYK PARK, SOKSBURG, GAUTENG, 1459

Residential: 88 SILVERLEAF STREET, VAN DYK PARK, BOKSBLIRG, GAUTENG, 1489

Point 14 KWINGE STREET, ATLASVILLE, BOKSBURG, GAUTENG, 1489

Residential: 14 KWBCGE STREET, ATLASVELLE, BOKSBURG, GAUTENG, 1489

the all Campus - Block F 77 Maintlies Street Sunnyelde 0001

P O Box 429 Pretoria 0001

Docex; 258

White www.dpc.co.za

Contact Centre: 086 100 2472 (CIPC)
Contact Centre (International): +27 12 394 9573



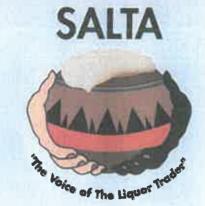
Head Office no: 5, Crn Rand Show & Nasrec Rd, Nasrec

P.O. BOX 90489, Bertsham. 2013

Tel no: 011 204 0152

Email: saltanational@gmail.com

SOUTH AFRICAN LIQUOR TRADERS ASSOCIATION



CERTIFICATE OF MEMBERSHIP

This is to certify that: GAB AND GRILLS (PTY) LTD

REG NO: 2021/944938/07

Trading: GAB AND GRILL

Address: 27 BOXES SHOP NO: 6, 76 4TH AVENUE MELVILLE

JOHANNESBURG

Has been awarded membership of the

SOUTH AFRICAN LIQUOR TRADERS ASSOCIATION

At Johannesburg on this day: 04th March 2022

Issue date: 04th March 2022

Expiry date: 03rd March 2023

Phillemon Mojela
President – SALTA

2022

DOWNSTAIRS GAB AND GRILLS SLIDING DOOR MAIN ENTRANCE **3METERS 5 METERS** STORAGE AREA **COFFEE STATION** PREPARATION & COOKING AREA 4.5METERS **BAR AREA 5METERS NON-SMOKING AREA** 11.9METERS 2.3M 2.2METERS **OPENING TO KITCHEN** 4.6M **WASHUP AREA OFFICE** SEATING AREA 6.3M **SMOKING AREA** 12 METERS **DOWNSTAIRS PAGE 1**

UPSTAIRS GAB AND GRILLS 3.7METERS PATIO OUTSIDE 7.3METERS 5.5METERS 4.7METERS **STAIRWAY** 2.2METERS

GAB & GRILLS MENU

SANDWICHES

On your choice of White, Brown, Rye OR Health

| RECOMMENDED WITH: Fries 150g Wresenhot Size Salad | 22.00 |
|--|---------|
| Philly Cheese Steak Toasled condition with beef strips, sauterd onlors and meltad choose | 75.00 |
| Hickory Ham, Cheese & Tomato | 42.00 |
| Cheese & Tomato V | 30.00 |
| Chicken Mayonnaise | 39.00 |
| Bacon & Choose | 44.00 |
| Mince & Cheese | 53.00 |
| Sacon & Egg | 46.00 |
| Bacon, Egg, Cheese & Tomato | . 52.00 |

WRAPS

| RECOMMENDED WITH: | |
|----------------------|-------|
| Fries 150g | 22.00 |
| Wiesenhof Side Salad | 26.00 |
| Wieselinor Side Saad | 200 |
| | |

The Wandering Vegetarian V 65.00 Richons of contests, crispy lettuce, sliced ave (seasonal), systembers rese temptoes & cottogs charge

Grilled Chicken & Feta Wrap

Grilled OR Cajun Chicken wrapped together with

calapy lettuce, ribbons of carrots; cucumber, rosa tomatoes,
feta & mayonnaise

Steak & Chutney Wrap
Thinly sliced steak grilled to perfection, wrapped together with fresh rose tornatoes, grated cheese, crispy lettuce & chutney





SAVOURY PANCAKES

Serving of 2 pancakes

Chicken Mayonnaise Pancakes 68.00
Topoled with cheese sauce

Savoury Mince Pancakes 79.00
Homemade savoury beef mince tepped with cheese sauce

Spinach & Feta Pancakes V 62.00
Creamed spinach & feta filled pancakes,
topped with cheese sauce

GAB & GRILLS MENU

TRAMEZZINIS

City tropp strainly are based with

| RECOMMENDED WITH: | |
|---------------------|-------|
| Fries 150g | 22.00 |
| Watenhor Side Sales | 26.00 |

| - Eultstät Häheutstee | 67,00 |
|---|--------|
| Bacon, Ave (sessinal) & Feta | (85.00 |
| Crosmod Spinoch & Fets 9 | -62.00 |
| The Hobus Club | \$9.00 |
| - Shicken mayorinales, back bacon, evo beesenst | |
| Bocon & Egg | 74.00 |
| Bacon & D Cons | |

Gilled Chickon with Fata & Avo (seasonal) | 55:00

FRESH SALADS

In order to bring you the freshest produce our saleds are subject to seasonal evaluability

| Stock Saled | 94,00 |
|---|--------------|
| Griffed Alieng of steak persed on a bed of | |
| Stock Salad Guiled Lites of steak served on a bed of united salad process, got (seasons), rose turnst | 56% |
| and making control phones where made phones. | and the same |

Baja Fiesta Chickon Salad

Salad greaty, griffed chicken stript, there of any treatment from stript, there of any treatment books served with a chipothe store tensorably

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common ca

Greak Sated V .49,00: Critico, cucumber, red perce, tomate, creamy lette, olives, propen & Errora

chicken Bocon & vivil Salod Saloo Sa

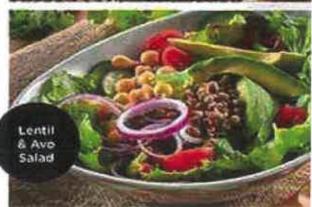
Contil & Ave Salad Organ NEW 65.00 Crapy lettice: greenber use order temate, shistbass are (coalers) and lentis:

Acid o Bolled Est. 10.00 Add Chickin Broket 37.00









GAB & GRILLS RESTAURANT

PAGE 2

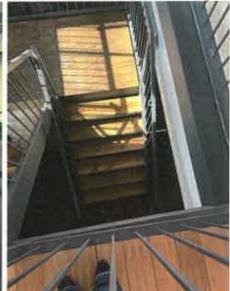








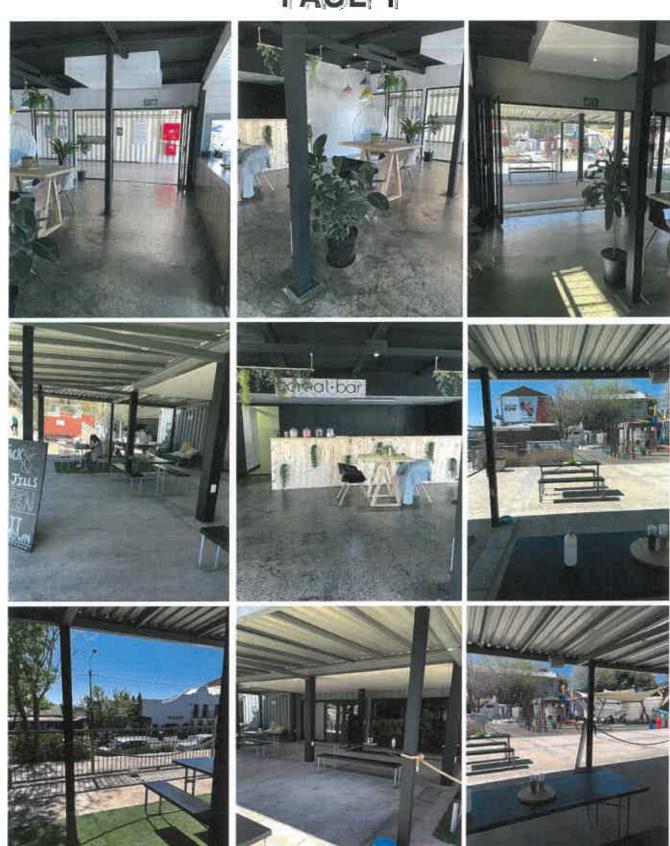






GAB & GRILLS RESTAURANT

PAGE 1



AGREEMENT OF LEASE

(IN RESPECT OF COMMERCIAL PREMISES)

ENTERED INTO BY AND BETWEEN

JOHANNESBURG ARTISTS MARKET (PTY) LTD

(Registration Number: 2007/005422/07) (VAT Number: 4790 269 148)

(Hereinafter referred to as the "Landlord")

And

GAB AND GRILLS

Registration Number:

2021 / 944938 / 07 (Hereinafter referred to as the "Tenant")

IN RESPECT OF

27 BOXES, MELVILLE

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

Tenant initial
Witness initial
Landlord initial
Witness initial

Page 2 of 22

LEASE SCHEDULE

1. PARTICULARS

| 1.1 | Landlord: | Johannesburg Artists Market (Pty) Ltd |
|-------|---|---|
| Reg | istration Number: | 2007/005422/07 |
| VAT | Number: | 4790 269 148 |
| Don | nicilium Address: | Birch House, 06 Mellis Road Office Park, Rivonia, 2128. |
| Tel c | office/Retail cell no: | 011 712 0000 |
| E-m | all address: | info@27Boxes.co.za |
| Here | in represented by: | Keanu Domingo, duly authorised representative |
| 1.2 | Tenant | Registration Number: 2021 / 944938 / 07 VAT No.: 9159372268 Trading as: GAB AND GRILLS |
| | Address: | 65 SILVERLEAF STREET VAN DYK PARK BOSKBURG GAUTENG 1459 |
| | Tel: Cell no: Fax no: E-mail address: Herein represented by: | 0833752431/0614450171 masokamohelo@gmail.com Kamohelo Maso & Thato Molabe being duly authorised in terms of the attached resolution. |
| 1.3 | Leased Premises: | Shop No. 006 measuring square meters Internal m ² : 221,90 External m ² : 61,2 + 33 = 94,2 in the Building called 27 Boxes described as ("the Property") situated at 76 A 4th Avenue, Melville Johannesburg, South Africa, 2092. As per Annexure D Plan of Leased Premises. |
| 1.4 | Parking Bays | n/a |
| 1.5 | Tenant's proportionate share (calculated as the rentable area of the Leased Premises expressed as a percentage of the total rentable area of the Building or Property from time to fime): | TBC |
| 1,6 | Lease Period | Period: 6 months Commencement Date: 1 March 2022 Termination Date: 31 August 2022 Beneficial Occupation Date: N/A |
| 1.7 | Rental and other charges payable | by Tenant: |
| 1.7.1 | | |
| 2-1 | d: 1 March 2022 - 31 August 2022 | Amount per month VAT Total |
| -9110 | G: 1 MBICH 2022 - 31 AUGUSt 2022 | Tenant initial Witness Initial |

Tenant initial
Witness Initial
Landlord Initial
Witness initial

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1.7.7

| (Increasing with 8% annually thereafter) 1.7.2 Basic Monthly Parking Rental: Period Amount per bay VAT Total 1.7.3 Tenant's Contribution to Marketing Fund: 1 March 2022 – 31 August 2022 Amount per month R 1 664,25 R 249,64 R 1 913,89 1.7.4 Tenant's Contribution to Operating Costs 1 March 2022 – 31 August 2022 Amount per month VAT Total R 6 657,00 R 998,55 R 7 655,56 1.7.5 Rental Relief contribution 1 March 2022 – 31 August 2022 Amount per month VAT Total R 1 March 2022 – 31 August 2022 Amount per month VAT Total 1.7.5 Rental Relief contribution 1 March 2022 – 31 August 2022 Amount per month VAT Total 1.7.6 Tenant's Total Rental Contribution | Internal Area: | R 24 409.00 | R 3 661,35 | R 28 070,35 |
|--|--|------------------|------------|-------------|
| 1.7.2 Basic Monthly Parking Rental: Period Amount per bay VAT Total 1.7.3 Tenant's Contribution to Marketing Fund: 1 Merch 2022 – 31 August 2022 Amount per month R 1 664,25 R 249,64 R 1 913,89 1.7.4 Tenant's Contribution to Operating Costs 1 March 2022 – 31 August 2022 Amount per month VAT Total R 6 657,00 R 998,56 R 7 655,55 1.7.5 Rental Relief contribution 1 March 2022 – 31 August 2022 Amount per month VAT Total 1.7.6 Tenant's Total Rental Contribution 1 March 2022 – 31 August 2022 Amount per month VAT Total 1.7.6 Tenant's Total Rental Contribution 1 March 2022 – 31 August 2022 Amount per month VAT Total | External Area: | R 10 362 | R 1554, 30 | R 11916,30 |
| Period N/A 1.7.3 Tenant's Contribution to Marketing Fund: 1 March 2022 – 31 August 2022 Amount per month R 1 664,25 R 249,64 R 1 913,89 1.7.4 Tenant's Contribution to Operating Costs 1 March 2022 – 31 August 2022 Amount per month R 6 657,00 R 998,55 R 7 655,56 1.7.5 Rental Relief contribution March 2022 – 31 August 2022 Amount per month VAT Total N/A 1.7.6 Tenant's Total Rental Contribution March 2022 – 31 August 2022 Amount per month VAT Total | (Increasing with 8% annually thereafter) | 1// | | |
| 1.7.3 Tenant's Contribution to Marketing Fund: 1 March 2022 — 31 August 2022 Amount per month R 1 664,25 R 249,64 R 1 913,89 1.7.4 Tenant's Contribution to Operating Costs 1 March 2022 — 31 August 2022 Amount per month R 6 657,00 R 998,55 R 7 655,55 1.7.5 Rental Relief contribution R 6 657,00 R 998,55 R 7 655,65 1.7.6 Tenant's Total Rental Contribution 1 March 2022 — 31 August 2022 Amount per month VAT Total 1.7.6 Tenant's Total Rental Contribution 1 March 2022 — 31 August 2022 Amount per month VAT Total | 1.7.2 Basic Monthly Parking Renta | l: | N/A | |
| 1.7.3 Tenant's Contribution to Marketing Fund: 1 March 2022 — 31 August 2022 | Period | Amount per bay | VAT | Total |
| 1 March 2022 – 31 August 2022 Amount per month R 1 664,25 R 249,64 R 1 913,89 1.7.4 Tenant's Contribution to Operating Costs 1 March 2022 – 31 August 2022 Amount per month R 998,55 R 7 655,55 1.7.5 Rental Relief contribution R 1 March 2022 Amount per month VAT Total 1.7.6 Tenant's Total Rental Contribution 1 March 2022 – 31 August 2022 Amount per month VAT Total 1.7.6 Tenant's Total Rental Contribution 1 March 2022 – 31 August 2022 Amount per month VAT Total | N/A | | | |
| R 1 664,25 R 249,64 R 1 913,89 1.7.4 Tenant's Contribution to Operating Costs 1 March 2022 – 31 August 2022 Amount per month R 998,55 R 7 655,55 1.7.5 Rental Relief contribution 1 March 2022 – 31 August 2022 Amount per month VAT Total 1.7.8 Tenant's Total Rental Contribution 1 March 2022 – 31 August 2022 Amount per month VAT Total | 1.7.3 Tenant's Contribution to Mari | keting Fund: | | |
| 1.7.4 Tenant's Contribution to Operating Costs 1 March 2022 – 31 August 2022 Amount per month R 998,56 R 7 655,56 1.7.5 Rental Relief contribution 1 March 2022 – 31 August 2022 Amount per month VAT Total N/A 1.7.6 Tenant's Total Rental Contribution 1 March 2022 – 31 August 2022 Amount per month VAT Total | 1 March 2022 - 31 August 2022 | Amount per month | VAT | Total |
| Amount per month VAT Total R 6 657,00 R 998,55 R 7 655,55 1.7.5 Rental Relief contribution I March 2022 - 31 August 2022 Amount per month VAT Total N/A 1.7.6 Tenant's Total Rental Contribution I March 2022 - 31 August 2022 Amount per month VAT Total | | R 1 664,25 | R 249,64 | R 1 913,89 |
| Amount per month VAT Total R 6 657,00 R 998,55 R 7 655,55 1.7.5 Rental Relief contribution I March 2022 - 31 August 2022 Amount per month VAT Total N/A 1.7.6 Tenant's Total Rental Contribution I March 2022 - 31 August 2022 Amount per month VAT Total | 1.7.4 Tenant's Contribution to Ope | rating Costs | | |
| R 6 657,90 R 998,56 R 7 655,55 1.7.5 Rental Relief contribution 1 March 2022 — 31 August 2022 Amount per month VAT Total 1.7.6 Tenant's Total Rental Contribution 1 March 2022 — 31 August 2022 Amount per month VAT Total | | | VAT | Total |
| 1 March 2022 — 31 August 2022 Amount per month VAT Total 1.7.8 Tenant's Total Rental Contribution 1 March 2022 — 31 August 2022 Amount per month VAT Total | | R 6 657,00 | R 998,55 | R 7 655,56 |
| 1.7.8 Tenant's Total Rental Contribution 1 March 2022 — 31 August 2022 Amount per month VAT Total | 1.7.5 Rental Relief contribution | | | |
| 1.7.6 Tenant's Total Rental Contribution 1 March 2022 — 31 August 2022 Amount per month VAT Total | 1 March 2022 – 31 August 2022 | Amount per month | VAT | Total |
| 1 March 2022 - 31 August 2022 Amount per month VAT Total | N/A | | | |
| I III COL MALL OI I I III GOOD ON TO THE COLOR OF THE COL | 1.7.6 Tenant's Total Rental Contribu | | | |
| R 32 730,25 R 4909, 54 R37 639,79 | 1 March 2022 — 31 August 2022 | | | |
| | 24.5 | R 32 730,25 | R 4909, 54 | R37 639 79 |

| Description | Metered/Proportionate Share | | |
|---|-----------------------------|--|--|
| Water consumption (Leased Premises) | Metered | | |
| Electricity consumption (Leased Premises) | Prepaid electricity | | |
| Refuse Removal | N/A. | | |
| Sewer charges | N/A | | |
| Contribution to common area water | N/A | | |
| Contribution to common area electricity | N/A | | |

Other charges, fees and costs shall be payable by the Tenant as recorded below and described in detail in clause 3.1 of the General Terms and Conditions

| 1.8 | Purposes for which the Leased Premises shall be used | | Restaurant | | |
|------|---|--|------------|--|--|
| 1.9 | Lease administration costs (Inc | ci. VAT) – on | ce off | R 1150 | |
| 1.10 | Deposit payable by Tenant | | | R 48 818,00 held by Landlord | |
| 1.11 | Turnover Rental for Lease Peri | od | | N/A | |
| 1.12 | Date of Financial Year End of T | enant | | N/A seburg Artist Market | |
| | | First National Bank Account Number: 627 Branch Code: 254605 Branch: Sandton | | Number: 62756175834 Code: 254605 | |
| 1.14 | Minimum and Maximum Trading Hours | Days Monday to Friday Saturdays Sunday and Public Holidays | | Minimum 09H00 – 22H00(Mondays are optional trading) 09H00 – 22H00 | |
| | | Public Holid | avs | 09H00 22H00 | |

Tenant Initial
Witness Initial
Landlord Initial
Witness Initial

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| 1.15 Suretyship: | | | | | |
|--|----------------|---------------|---|--|-------------------------|
| Name Kamohelo Mae being duly authorised in attached Suretyship. | | | Number 7 5016080 | Physical Add 65 SILVERLE VAN DYK PA BOSKBURG GAUTENG 1459 | AF STREET |
| 1.16 Authorised Signes | | | | | |
| Name Karnohelo Masc *being duly authorised i attached Tenant's Resolut | n terms of the | | Number 5016080 | Physical Add 65 SILVERLE VAN DYK PA BOSKBURG GAUTENG 1459 | AF STREET |
| Name Thato Molabe *being duly authorised l attached Tenant's Resc | | | Physical Address: 14 KWIKKIE STREET, ATLA BOKSBURG, GAUTENG, 14 | | STREET, ATLASVILLE, |
| 1.16 Other Terms | | in rent n | elief in disc | and balcony co retion of the lar | |
| 1,17 Citiq Manageme | nt | Midilyon | IR is custifi | ad IVI.ou pai s | qui. |
| Department | Name | | Conta | ct Number | Email |
| Citiq Head Office | Reception | | 011 71 | 20000 | reception@citiq.co.za |
| Centre Manager | Antoinette Be | ecker 067 016 | | 6 2237 | Antoinetteb@citiq.co.za |
| Assistant Centre Manager | Tshiamo Mol | ubi 064095 | | 56191 | tshiamom@citiq.co.za |
| Billing Department | Brandon Wag | gner 011712 | | 20000 | BrandonW@citiq.co.za |
| Accounts Department | Creditors | 01171 | | 20000 | creditors@citiq.co.za |

1.18 Annexures to the Lease:

Annexure A: General Terms and Conditions
Annexure B: Tenant's Resolution

Annexure C:

Annexure D:

a) b) c) d) e) f) g) Suretyship
Plan of the Leased Premises
Inspection on occupation — to follow after inspection
Inspection when vacating — to follow after vacating
Turnover Definition Annexure F: Annexure G:

Annexure H:

GENERAL TERMS AND CONDITIONS OF LEASE

1. DEFINITIONS AND INTERPRETATION

- 1.1 This Lease consists of the Lease Schedule, together with all the Annexures hereto.
- 1.2 Defined terms, where applicable, and unless the contrary appears from the context, refer to the corresponding information in the Lease Schedule to which these General Terms and Conditions of Lease (hereinafter referred to as "the Lease") are attached as this Annexure A. The terms so defined have been capitalised to the extent possible.
- 1.3 In this Lease, unless clearly inconsistent with or otherwise indicated by the context (i) any reference to the singular includes the plural and the other way around (vice verse); (ii) any reference to natural persons includes legal persons and the other way around (vice verse); (iii) any reference to a gender includes the other genders; and (fil) references to any enactment will include references to such enactment as it may, after the date of signature hereof by the later of the Tenant and the Landlord (the "Signature Date"), from time to time be amended, supplemented or re-enacted.
- 1.4 The clause headings in this Lease have been inserted for convenience only and will not be taken into account in its interpretation.
- 1.5 The use of the word "including" followed by a specific example or examples will not be construed or interpreted as limiting the meaning of the general wording preceding it.
- 1.6 This Lease will not be construed in favour of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Lease.
- 1.7 Save where otherwise specified, references to "writing" or "written" includes any non-transient means of representing or copying words legibly, including by facsimile however excluding electronic mail.
- 1.3 Business Day shall mean a day other than a Saturday, Sunday or a public holiday in the Republic of South Africa and reference to Day or Days shall mean calendar days;

2. LEASED PREMISES AND OCCUPATION

- 2.1 The building in which the Leased Premises is located, is hereinafter referred to as the "Building". The Building (including the Leased Premises) and the land on which the Building is situated are herein jointly referred to as the "Property". The Landlord is the authorised managing agent appointed by the owner of the Property and duly authorised to enter into this Lease in terms of a management agreement between the owner of the Property and the Landlord.
- 2.2 The Lease will commence on the Commencement Date, and, save for any termination on the grounds allowed for in this Lease end/or by law, and/or any written agreement providing for this Lease's extension and/or renewal, will terminate on the Termination Date.
- 2.3 Should the Landlord be unable to give the Tenant occupation of the Leased Premises on the Commencement Data, by reason of the Leased Premises being incomplete, or in a state of disrepair, or by reason of any existing occupant not having vacated the Leased Premises, or by reason of any other fact, the Tenant shall have no claim for damages or right of cancellation and shall accept Beneficial Occupation or occupation on such later date on which the Leased Premises are made available.
- 2.4 Beneficial Occupation of the Leased Premises will be given to the Tenant, if applicable, as stipulated in the Lease Schedule and all the terms and conditions contained in the Lease will be applicable during the Beneficial Occupation Period, however, no rent shall be payable.
- 2.5 Occupation of the Leased Premises will, failing prior Beneficial Occupation being given, be given to the Tenant on the Commencement Date.
- 2.6 Appurtenances, fixtures and fittings provided by the Landlord on the Leased Premises form part of the Leased Premises.
- 2.7 The Tenant confirms that the Leased Premises have been identified to it.

Tenant Initial
Witness Initial
Landford Initial
Witness Initial

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- 2.8 The Tenant acknowledges that the Leased Premises are in good order and condition at the commencement of the Lease Period. It is agreed that the Tenant and the Landlord (or their respective representatives) will jointly inspect the Leased Premises on the date upon which occupation is given to the Tenant and will jointly complete and sign an inspection form attached hereto as Annexure F. In the absence of such a form being duly completed and signed within 7 (seven) days of the Tenant taking occupation of the Leased Premises, the Leased Premises shall be deemed to be accepted by the Tenant without any defects.
- 2.9 The Tenant must satisfy itself that the Leased Premises are suitable for the purpose for which they are let. The Landlord does not warrant that the premises are fit for the purpose for which they are let or for any other purpose whatsoever that any form of exclusivity in respect of the use of the Leased Premises shall exist or be granted or that the Tenant shall be granted a licence or permit in respect of the Leased Premises for the conduct of any business, or that any licence or permits granted shall be renewed from time to time, and there shall be no obligation on the Landlord to do any work or make any alterations or repairs to the Leased Premises to comply with the requirements of any licensing authority or other authority.
- 2.10 Should the area of the Leased Premises be found to be less than the area stated in item 1.5 of the Lease Schedule, the Tenant shall not be entitled to a remission or refund of any amount paid or payable by the Tenant, including the basic monthly rental, rates and taxes, municipal charges and utilities. Any discrepancy between the stated measurement of the premises and the actual measurement of the Leased Premises shall not entitle the Tenant to cancel the Lease.

3. FINANCIAL OBLIGATIONS

3.1 SERVICES AND CHARGES PAYABLE BY TENANT



- 3.1.1 The Tenant will, with effect from the Commencement Data of the Lease, but subject to provisions of the corresponding clauses of this clause 3, pay to the Landlord those amounts indicated as payable to the Landlord in terms of item 1.7 of the Lease Schedule, in those amounts, at the escalation rates, and in the frequencies, stipulated therein read together with this clause 3.
- 3.1.2 The Tenant will be liable for all the costs of services supplied to the Leased Premises on the terms and conditions recorded herein.
- 3.1.3 in respect of the Leased Premises:
- 3.1.3.1 the cost of all water and the cost of all electricity, including but not limited to, electrical maximum demand charges, basic electrical charges, connection fees, reticulation costs and charges and all other electrical consumption, including but not limited to the Tenant's signage illumination, including all meter reading charges if metered and, if not metered, the Tenant's proportionate share of the aforementioned charges, fees and costs. For the avoidance of any doubt, the Tenant acknowledges that it shall pay the cost of all electricity to the Landlord as recorded in this clause 3, calculated at the same rate as the Tenant would pay to that authority or supplier had such electricity been supplied direct to the Tenant and irrespective of any different rate at which that authority or supplier has contracted or may contract with the Landlord on a bulk supply or any other basis. The onus of proving an inaccurate meter reading shall lie with the Tenant.
- 3.1.3.2 the Tenant's proportionate share of senitary fees, sewerage or effluent charges alternatively if calculated by the Local Authority on any method relating to the consumption of water on the Lessed Premises, then on such basis;
- 3.1.3.3 the Tenant's proportionate share of refuse removal whether or not such services are utilised by the Tenant, provided that if the volume of refuse generated by the Tenant is higher per square metre of the apace occupied than the average, the calculation will be weighted to take account thereof. Should any legislation or governing body prescribe a special refuse removal, the cost thereof and if the use is shared by the Tenant, the cost will be proportionally shared by all users thereof:
- 3.1.3.4 the Tenant's metered costs, alternatively if not metered, the the Tenant's proportionate share of electricity and water consumed by the dedicated air-conditioning units and/or fresh air ventilation servicing the Legaed Premises;
- 3.1.4 In respect of the common areas including the parking areas and internal and external areas of the Building and Property:
- 3.1.4.1 the Tenant's proportionate share of electricity, sewerage, water and meter reading charges;

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Witness initial
Landlord Initial
Witness Initial

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- 3.1.4.2 the Tenant's proportionate share of street cleaning, signage approval costs and signage levy, (if applicable);
- 3.1.5 The Tenant's proportionate share of all rates and taxes as recorded in item 1.7.3 of the Lease Schedule.
- 3.1.6 If at any time during the currency of the Lease, the charges in respect of assessment rates, city improvement fevice (whether charged by legislated body or voluntary body that the landlord chooses to participate in) and imposts or taxes are increased, then with effect from the date upon which any such increases become effective the Tenant shall pay an additional amount equal to the Tenant's proportionate share of such increases.
- 3.1.7 Should the Local Authority or supplier impose any new form of tax or levies in respect of the Building and/or the Property, then the Tenant shall pay to the Landlord the Tenant's proportionate share thereof.
- 3.1.8 In the event of any interruption of any services or facilities or common services or facilities, or should any such services and conveniences or equipment become unusable, the Tenant shall not be entitled to a reduction of any amounts payable in terms of this Lease, or withhold or defer payment of any amounts or have any claim of whatsoever nature against the Landlord or its agents and/or employees, except in such instances where the Landlord was grossly negligent and the Tenant may furthermore not cancel this Lease. The Landlord will however use its reasonable endeavours to fix and/or repair such services and/or equipment.
- 3.1.9 The Landlord shall be entitled to recover from the Tanant, the Tenant's proportionate share of the Landlord's monthly instalment and special levies payable (whether such amounts are paid on a monthly basis or not) to the Body Corporate, Property Owners Association, City Improvement District Levy or any similar and/or related organisation, should such an organisation exist or be formed, as per item 1.7.4 of the Lease Schedule.
- 3.1.10 Notwithstanding anything to the contrary contained in this Lease and without granting the Tenant consent to do so, where the Tenant is required to pay any amounts directly to a Local Authority in respect of rates, taxes, levy/les or other service charges, electricity, gas, water, sewerage or refuse removal the Tenant shall promptly pay such amounts in accordance with the payment terms of such Local Authority and submit copies of such accounts and receipts to the Landford to serve as confirmation of such payment. Failure to comply with the provisions, hereof shall constitute a breach of the Lease.
- 3.1.11 The Tenant hereby consents to the Local Authority informing the Landlord from time to time of details of the payments which have been made in terms of clause 3.1.10 above.
- 3.1.12 Should any future legislation introduce a penalty or an extra charge or levy on electricity and/or water consumption based on usage of electricity and/or water or as directed in such legislation, the Landlord shall be entitled to recover such penalty or extra charge or levy from the Tenant if such Tenant's usage of electricity and/or water results in a penalty or extra charge or levy. A certificate issued by the Landlord shall constitute evidence at first glance (prime facie proof) of the Tenant's liability and the amount stated therein.
- 3.1.13 The Landiord shall be entitled to claim from the Tenant a deposit amount equal to the estimated consumption costs of electric current in respect of 2 (two) months.
- 3.1.14 The Tenant shall pay the Tenant's proportionate share of any costs which the Landlord may incur in an attempt to acquire a decrease in the valuation of the Building or Property from the local authority.
- 3.1.15 The lessee shall pay an amount equal to the annual escalation in rent to the lessor upon the annual anniversary date of the agreement of lease in order to maintain the deposit.
- 3.2 PAYMENT
- 3:2.1 All payments due by the Tenant in terms of the Lease will be made by one of the following means
- 3,2,1,1 by debit order, or
- 3.2.1.2 by direct deposit into the Landlord's bank account, at any branch of the Landlord's banker, by making use of the deposit slip attached to the Tenant's invoice, or
- 3.2.1.3 by electronic transfer, at all times furnishing the correct tenant number as deposit reference.
- 3.2.2 Payments will be made without demand, free of exchange and without deduction or set-off for any reason whatspever, as follows:
- 3.2.2.1 the basic monthly rental, the Tenant's proportionate share of the improvement levy, the Tenant's proportionate share of rates and taxes, the Tenant's contribution to municipal charges and the Tenant's Tenant letter.

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Witness initial

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proportionate share of common area electricity, monthly in advance on or before the first day of each month:

3.2.2.2 the Lease administration costs and deposit on or before the earlier of the date on which the Tenant signs this Lease and the date on which the Tenant takes possession of the Leased Premises;

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- 3.2.2.3 all future payments in respect of Stamp Duty which become payable after the execution of the Lease, will be paid by the Tenent upon demand:
- 3.2,2.4 any other amount owing on demand.
- 3.2.3 The Landlord may appropriate any payment received from or for the benefit of the Tenant in reduction of any amount or debt whatsoever payable by the Tenant to the Landlord in terms of the Lease.
- 3.2.4 If the Tenant falls to make payment to the Landlord of any amount payable by it in terms of the Lease, then the Landlord may (without prejudice to any other rights and remedies which it may have) recover interest from the Tenant on the amount outstanding at the maximum permissible rate in law applicable at the relevant time and such interest shall be compounded monthly from the due date for payment of the amount in respect of which the interest is chargeable until the payment of such amount in full.
- 3.2.5 Without prejudice to any rights and remedies of the Landlord and notwithstanding any legal rule to the contrary, payments made by post will only have been validly made when the payment is received by the Landlord and if made in terms of any instrument, other than cash, when such instrument has been honoured. Furthermore, the Tenant bears the risk of such payment not being delivered by post timeously or at all, whether as a result of loss, theft, delay or any other reason.
- The parties record that the Landlord's bank account details are not likely to change, however such change will be communicated by registered mall on an official letterhead from the Landlord signed by the Financial Director of the Managing Agent and addressed to the Tenant's address for service of documents and notices (domicilium). The authenticity of this registered letter shall, after receipt and before the Tenant takes action on such letter, be verified by the Tenant in writing as soon as possible and without causing any delay in payment of any amount on the due data in terms of this agreement. Without limiting the Landlord's rights.

3.3 DEPOSIT OR BANK GUARANTEE

- 3.3.1 The Tenant shall on signature of this Lease elect to pay the deposit amount stipulated in item
 1,10 of the Lease Schedule either in cash or by bank guarantee, in a form acceptable to the Landlord as
 security for the Tenant's obligations to the Landlord in terms of the Lease.
- 3.3.2 Until the Tenant has paid the deposit or delivered a bank guarantee as required in terms of clause 3.3.1 above, it shall not be entitled to take occupation of the Leased Premises. Failure to submit a bank guarantee as recorded herein shall result in the deposit immediately becoming due and payable in cash.
- 3.3.3 The Landlord shall have the right to apply the whole or any portion of the deposit or bank guarantee towards the payment of any amount including, basic monthly rental, rates and taxes, contribution to marketing fund, municipal charges, assessment rates, improvement levy, electric current, key replacements, renovations, gas, water, sewer, effluent and refuse or any other liability of whatsoever nature for which the Tenant is responsible.
- 3.3.4 If any portion of the deposit or bank guarantee is so applied, the Tenant shall on written demand from the Landlord or its agents reinstate the deposit or bank guarantee it to its original amount.
- 3.3.5 The deposit paid by the Tenant (including interest thereon) or bank guarantee, as the case may be, will be security for the Tenant's obligations in terms of the Lease (including any cancellation thereof).

3.4 SURETYSHIP

The person or persons named in item 1.15 of the Lesse Schedule shall furnish personal suretyships together with the signing of this Lesse. Should such person or persons fall to sign such suretyship(s), then it shall be deemed that the Tenant shall be in breach of the terms and conditions of this Lesse, and the Landlord shall be entitled to exercise all its rights hereunder and consequent upon a breach by the Tenant of its obligations.

4. MAINTENANCE AND ALTERATIONS

4.1.1 any damage caused to the Property by it or for which it is vicariously liable,

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Landlord Initial
Witness Initial

Initial

Initial

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- 4.1.2 any damage to the Interior of the Leased Premises as well as to the inside and outside of its doors and windows (including, but not limited to, frames, burglar-proofing, fluorescent tubes, light bulbs, choking-colls, etc.) and shall be responsible to repair or replace at its own expense any damaged items, save and except for damage caused by the Landlord or by persons for which the Landlord is vicariously lightle;
- 4.1.3 maintaining at its cost the interior of the Lessed Premises (including any air-conditioning unit and geyser serving the Lessed Premises) in good order and condition and where applicable, in accordance with the manufacturer's regularments;
- 4.1.4 at its cost, keeping the interior of the Leased Premises as well as the inside and outside of its doors, door mechanisms and windows (including frames and burglar-proofing) operational, clean and hygienic at all limes:
- 4.1.5 preventing any blockage of sewerage or water pipes or drains in or used in connection with the Leased Premises and shall remove at its own cost any obstruction or blockage in any sewer, water pipe or drain serving the Leased Premises and, where necessary, repair the sewer pipe or drain concerned;
- 4.1.6 ensuring that the Lessed Premises are kept pest free at all times at the Tenant's cost;
- 4.1.7 complying with, amongst other things, the manufacturer's warranties, insurance obligations certificates issued in order to ensure continuity.
- 4.2 The Tenant shall -
- 4.2.1 not, without the Landlord's prior written consent, change or interfere with the electrical or other lighting and heating installations, air-conditioning equipment or appliances in the Lessed Premises;
- 4.2.2 not erect or install aerials on the roof or exterior walls of the Leased Premises or on the Building without in each Instance the Landlord's prior written consent. Any aerials so erected or installed without such written consent may be removed by the Landlord at the Tenant's cost at any time without notice to the Tenant.
- 4.3 On vacating the Leased Premises, the Tenant will at its cost, reinstate the Leased Premises in terms of the inspection form to be completed when tenant vacates the premises. In the absence of an inspection form it will be expressly agreed upon in writing separately from this Lease.
- 4.4 In order to maintain the integrity of the Building, the Tenant may not make any alterations, additions or improvements to the Leased Premises without the prior written consent of the Landlord. The Tenant shall be liable for all costs occasioned by such alteration or addition, including but not limited to the cost of reconfiguring any installation or amenity, as well as the wasted water in re-commissioning any sprinkler system.
- 4.5 Without derogeting from the other provisions of the Lease, the Landlord is not liable to compensate the Tenant for any alterations, additions or improvements made to the Leased Premises. The Tenant waives the right it may have during the currency of this Lease or after Termination Date or cancellation of this Lease for any reason whatsoever to an enrichment or other lien for any alterations, additions or improvements of the Leased Premises.
- 4.8 In order to ensure conformity, no contractors may be employed by the Tenant to do any work in the Leased Premises other than contractors approved by the Landlord, in writing.
- The Tenant will at all reasonable times permit the Landlord to have access to the Lessed Premises for the purpose of carrying out inspections or to carry out any repairs or building works which the Landlord deems necessary and to recover the cost of such repairs from the Tenant.
- 5. RE-BUILDING AND RELOCATION
- 5.1 The Landlord may terminate this Lease or any renewal thereof by giving the Tenant a minimum of 6 (six) months' written notice to such effect in all or any of the following circumstances;
- 5.1.1 Should the Landlord or its successors in title wish to demolish the Bullding or the Leased Premises,

OR.

5.1.2 Should the Landlord or its successors in title wish to reconstruct and/or redevelop and/or renovate the Building or the Leased Premises.

Tenant Initial
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Landlord Initial
Witness Initial

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- 5.2 The Landlord, shall however, have the right at any time to commence the reconstruction and/or redevelopment and/or renovation of the Building, other than the Leased Premises, and these operations may proceed while the Tenant is in occupation of the Leased Premises.
- 5.3 Notwithstanding the implementation of any work as contemplated in 5.2 above, the Tenant shall have no right to object to such work or to claim any rebate of rental during the period in which the said work may be in progress nor shall the Tenant have any claim for damages of whatsoever nature by reason of the earlier termination of this Lease as provided for in 5.1.
- 5.4 The Landlord reserves the right at any time to relocate the Tenant from the Leased Premises to any new premises of substantially the same size in the Building. If the Landlord wishes to exercise this right it shall give the Tenant written notice to that effect, specifying:
- 5.4.1 the new location proposed for the Leesed Premises;
- 5.4.2 the date upon which the relocation is to occur, which shall not be earlier than 80 (slxty) days after the Landlord gives the notice.
- The Tenant shall be entitled, within 14 (fourteen) days after receipt of the Landlord's written notice as aforesaid, to refuse the proposed relocation (with the understanding that no notice from the Tenant within the time period referred to above shall also be deemed as a refusal of the proposed relocation). Should the Tenant accept the relocation, the Tenant shall be relocated in accordance with the notice given to the Tenant by the Landlord.
- 5.6 However, should the Tenant refuse the proposed relocation, this Lease shall be terminated after 90 (ninety) days from receipt of the notice from the Landlord referred to clause 5.4 above.
- 5.7 The Landlord shall be entitled, irrespective of whether or not it elected to terminated this Lease in terms of clause 5.1 above or whether it gave the Tenant notice of relocation in terms of clause 5.4 above, at any and all times during the currency of this lease to affect any such repairs, alterations, improvements and/or additions to the Leased Premises or the Building and/or erect such further buildings on the Property as the Landlord in its discretion may decide to carry out or erect and for any such purpose erect or cause to be erected scaffolding, hoardings and/or building equipment and also such devises as may be required by law or which the architects may certify to be reasonably necessary for the protection of any person against injury arising out of the building operations in such manner as may be reasonably necessary for the purpose of any of the works aforesaid, in, at, near or in front of the Leased Premises (including any and/or all parking areas, whether reserved, unreserved, specified or un-specified)
- The Landlord shall further be entitled by itself, its contractors and subcontractors, its architects, its quantity surveyors, its engineers and all artisans and all other workman engaged on the works to such rights of access to the Leased Premises, parking areas or any other areas as maybe reasonably necessary for the purposes aforesald.
- The Landlord shall further be entitled to lead pipes and other services through the Leased Premises should it be necessary to link such pipes or other services with any other premises provided that in doing so that the Landlord does not unduly interfere with the Tenant's beneficial occupation of the Leased Premises. In exercising its above rights, the Landlord shall use its best endeavours to cause as little interference with the Tenant's use and occupation of the Leased Premises.
- The Tenant shall have no claim against the Landlord for compensation, damages or otherwise, nor shall the Tenant have any right to remission or withholding of any amounts payable in terms of this Lease, by reason of any interference with its tenancy or its use and occupation of the Leased Premises occasioned by any such repairs or building works as are herein before contemplated or arising from any failure or interruption in the supply of water and/or electricity and/or heating and/or gas and/or any other amenities to the Leased Premises for the temporary cassation or interruption of the operation of any lifts, elevators and hoists in the Building.
- 5.11 It is specifically recorded that the purpose of these provisions, among other things, is to give the Landlord flexibility to control its investment in a competitive market in the Landlord's unfettered discretion.

6. MANAGEMENT AND USE OF THE LEASED PREMISES AND PROPERTY

6.1 The Tenent will abide by all rules made by the Landlord in respect of the management and use of the Property as advised by the Landlord to the Tenant from time to time. Such rules may among other things, be in respect of security, safety, fire, access, parking, common areas, the keeping or attaching of anything (also name boards) visible from outside the Leased Premises, waste management, delivery, refuse removal and other services. Such rules are to be reasonable and according to trade usage. A breach of such rules will be deemed a breach of the Lease.

Tenant Initial
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Landlord Initial
Witness Initial

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- 6.2 The Landlord may reasonably control, restrict or deny access to the Property in the interest of security or safety and may secure the Property as it sees fit. The Tenant is responsible for the security of the Leased Premises at its own cost. The Tenant's security shall comply with the rules made by the Landlord referred to in clause 6.1 above and shall abide by the decisions of the Landlord's security service provider (if any).
- 6.3 The Tenant will use the Leased Premises for the purpose referred to in item 1.8 of the Lease Schedule hereof and may not use it for any other purpose. The Landlord does not warrant that any other premises in the Building will not be let for the same or similar purposes.
- The Tenant shall not permit any unlawful use of the Leased Premises or any use which is contrary to the conditions of title, registered servitudes and the provisions of the town planning scheme applicable in respect of the Property or in contravention of any laws applicable to the business from the Leased Premises, such as but not limited to the Consumer Protection Act No.68 of 2008 and the Environmental Conservation Act No. 73 of 1989 (with specific reference to the handling, atorage, collection and disposal of waste). The Tenant hereby warrants that any information regarding goods or services, which are presented to the Landlord for any purpose, including but not limited to advertising, marketing or publishing, shall not be in contravention of the said Consumer Protection Act and the Tenant hereby indemnifies the Landlord and holds it harmless in respect of any claim whatsoever resulting from a breach of this warranty.
- 6.5 The Landlord Is not liable for any inconvenience or damage suffered by the Tenant on account of the interruption or temporary restriction of services to the Leased Premises, restriction or denial of access to the Property, the application of security or safety measures, maintenance and repair work and work to effect alterations, additions or removals. The Landlord undertakes to use its best endeavours to solve such problems with regard to services, access, security measures and/or works as soon as reasonably possible and with as little inconvenience to the Tenant as possible.
- 5.6 The Tenant shall not permit any object to be placed in the Leased Premises which exceeds the floor design load of the Building or of the Leased Premises.
- 6.7 The Tenant shall at all times ensure that no nuisance emanates from the Leased Premises.
- 6.8 No heating or air-conditioning appliances (other than as supplied by the Landlord, if any) may be used in the Leased Premises, unless the Landlord consents thereto in writing.
- 6.9 The Tenant may not overload the electricity supply to the Leased Premises and shall co-operate and comply with any Green Building and energy saving initiatives and measures imposed by the Landford or any authority from time to time.
- 6.10 The Landlord may at any time place any licence or business notice on the exterior of the Leased Premises. "To Let" signs may, unless agreed otherwise in writing, only be placed on the exterior of the Leased Premises during the last 3 (three) months of the Lease Period and upon cancellation of the Lease in event of breach. During this period the Landlord will be entitled to show the Leased Premises to any prospective tenant.
- 6.11 The Tenant, as far as is reasonably practicable, undertakes to comply with the Occupational Health and Safety Act (Act 85 of 1993) and to provide and maintain a working environment that is safe and without risk to the health of all its employees, clients, invitees, visitors and contractors. The Tenant hereby indemnifies the Landford and/or its managing agents and hold them harmless against any claims by any third parties arising from any loss or injury which may occur within the Lessed Premises
- The Tenant shall ensure that nothing shall be done, permitted or omitted contrary to the statutory provisions of the Tobacco Products Control Act No. 83 of 1993 as amended, from time to time, and/or any regulation, ordinance or by-law promulgated thereunder (the "Tobacco Act") which relates to the use of the Leased Premises by the Tenant and/or the Tenant's activities and occupation of the Leased Premises whereby the Tenant and/or the Landford may be liable on conviction to a fine, penalty and/or imprisonment in terms of or under the Tobacco Act. In the event that the Landford is found guilty of an offence and liable on conviction to a fine or penalty, the Landford shall be entitled to recover the amount of such fine or a penalty from the Tenant on demand.
- The Tenent will keep the Lessed Premises continuously open during the Minimum Trading Hours referred to in 1.14 above and will at all such times conduct its business from the Lessed Premises on a normal basis. Where the Tenant falls to keep the Lessed Premises open for business during the Minimum Trading Hours as stipulated in 1.14 in the Schedule or at any time during the Lesse period, The Landlord may impose a penalty of R500 (five hundred rand). The Landlord may reasonably after the Minimum Trading Hours with 30 (thirty) days' notice to the Tenant. The Tenant shall however not remain open for business at any times exceeding the Maximum Trading Hours as recorded in item 1.14 of the Schedule.

6.14 The Tenant will keep all display windows transparent save as specifically agreed to in writing by the Landlord.

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Landlord Initial
Witness Initial

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- 6.15 The Tenant shall not, without the Landlord's written consent:
- 6.15.1 display or sell merchandise, goods or objects on any party of the Property outside the Legsed Premises;
- 6.15.2 operate a wholesale or factory outlet;
- 6.15.3 conduct an auction, closing down or insolvency sale or display such notices in the shop front windows.
- 6.16 The Tenant shall in the following events at its cost furnish the Landlord with an electrical certificate of compliance in respect of the electrical installations on the Leased Premises:
- 6.16.1 where the fitting-out of the Leased Premises has been undertaken by contractors appointed by the Tenant, in which event the necessary certificate must be delivered to the Lendlord within 7 (seven) days after the date of occupation of the Leased Premises by the Tenant; and
- 6.16.2 within 7 (seven) days after vacating the Leased Premises, falling which the Landlord will be entitled to obtain the necessary certificate and recover the cost so incurred (including the cost of any work and equipment in order to obtain such certificate) from the Tenant.
- 6.17 The parties record that, should the Tenant or its agents request assistance from the Landlord or its agents in case of an alleged crime committed by any party and such assistance is granted (without being obliged to do so), the Tenant hereby indemnifies and holds the Landlord or its agents hamless against any claims resulting from such assistance by the Landlord or its agents.
- 6.18 The Tenant undertakes to:
- 6.18.1 immediately inform the Landlord, in writing, of any industrial action and/or process where an order is sought or applied for in terms of which industrial action would be allowed in any location other than the Leased Premises, for example on the Property. The Tenant shall not wilfully agree to and shall oppose any application in terms of which any industrial action would be allowed in any location other than the Leased Premises for example on the Property (excluding the Leased Premises);
- 6.18.2 use its best endeavours to limit the noise levels and nuisance caused by any industrial action by its employees.
- 6.19 The Tenant indemnifies and holds the Landlord harmless against any protest, picketing, strike, unlawful occupancy, nuisance and disturbance carried out by any employees and/or third party/parties on the Leased Premises and/or the Property directed to or relating to the Tenant.
- 7. EXCLUSION OF LANDLORD'S LIABILITY FOR DAMAGES

Neither the Landlord nor its agents or employees shall be liable for any loss of life or injury to person or damage which may be caused to any of the assets of the Tenant including stock-in-trade, fixtures, fittings, books, papers and otherwise in the Leased Premises or to the Tenant or its employees, invitees, customers or licensees in consequence of the overflow of water supply or any leakage or of any fault in the plumbing works or any electrical fault or by reason of the elements of the weather or of any work carried out on the part of the Landlord or its agents or employees in a proper manner or by reason of any latent or patent defects or as a result of any other cause whatsoever and the Tenant indemnifies the Landlord against liability for any damage or loss whatsoever which the Tenant's directors, employees, clients, servants, invitees, visitors or any other person may suffer on the premises, irrespective of the cause. No action by the Landlord, including in particular the provision of any accurity service to the Property, shall be construed in any way whatsoever as an acceptance by the Landlord of any responsibility whatsoever towards the Tenant or any other person.

8. CESSION AND SUBLETTING

The Tenant may not cade any of its rights or delegate any of its obligations in terms of the Lease or sublet or give up occupation of the Leased Premises (or part thereof) to any person without the prior written consent of the Landlord, which consent shall not unreasonably be withheld, however may be granted subject to terms and conditions. The onus is on the Tenant to prove unreasonableness.

9. BREACH AND CANCELLATION

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- 9.1 Should the Tenant:
- 9.1.1 fall to pay rental or any other amounts owed to the Landlord In terms of the Lease on due date; or
- 9.1.2 breach any other term of the Lease; or

Tenant initial
Witness initial
Landlord Initial
Witness initial

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9.1.3 breach any term of the Lease on 2 (two) or more occasions and the Landlord having required the Tenant, in writing, to remedy such breach and the Tenant commits a subsequent breach of the Lease (whether or not the breach is the same) and without requiring the Tenant to remedy such breach,

then the Landlord may, without prejudice to its other rights and remedies against the Tenant:

- 9.1.4 cancel the Lesse on 7 (seven) business days' written notice to that effect given to the Tenant and retake possession of the Lessed Premises; or
- 9.1.5 convert the Lease to one in which the Landlord is, but not the Tenant which shall continue to be bound for the full period of the Lease, entitled to terminate the Lease by giving 7 (seven) business days' written notice of termination to the Tenant, the remaining terms and conditions being otherwise unaffected.
- 9.2 If the Tenant is a private company or close corporation and it intends to change the holdings of its shareholders or members so that the shareholders or members who held the controlling interest when the Lease was entered into, will no longer do so, then:
- 9.2.1 the Tenant will inform the Landlord in writing of such intended change; and
- 9.2.2 obtain the Landlord's written consent to such change, which consent shall not unreasonably be withheld by the Landlord. The onus is on the Tenant to prove unreasonableness.

provided that should the Tenant fall to inform the Landlord of an intended change as contemplated in 9.2.1 or should the Landlord withhold its consent to any such change and the Tenant nevertheless proceeds to change the holdings of its shareholders or members, the Landlord may terminate the Lease by giving the Tenant 1 (one) calendar month's written notice.

- 9.3 If the Tenant disputes any early termination of this Lease and remains in possession of the Leased Premises, it shall continue to pay the basic monthly rental and all other amounts payable by the Tenant to the Landlord in terms of the Lease on due date and will continue to fulfill its other obligations in terms of the Lease pending the determination of such dispute. The Landlord will be entitled to accept such payments without prejudice to any of its rights or remedies and shall not in any way whatsoever affect the Landlord's claim of cancellation or damages. If such dispute is resolved in favour of the Landlord, then any such payments made by the Tenant in terms hereof, will be deemed to have been paid on account of damages suffered by the Landlord as a result of the unlawful holding over by the Tenant of the Leased Premises.
- 9.4 If the Tenant remains in occupation of the Leased Premises after the expiry of the Lease Period, then the Tenant's occupation of the Leased Premises shall be on a monthly basis, subject to the increase as stipulated in the Lease Schedule of the basic monthly rental, improvement levy and parking rental payable by the Tenant in the month preceding the expiry of the Lease Period. The aforegoing shall be without prejudice to any rights of the Landlord in terms of this Lease or in law and shall not constitute a tenancy other than a lease on a monthly basis as recorded herein.

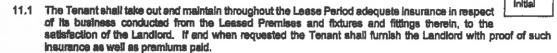
10. TERMINATION AND REINSTATEMENT

- 10.1 Upon termination of this Lease Agreement and handing back of the Leased Premises to the Landlord, the parties shall jointly inspect the Leased Premises and jointly complete and sign the inspection Form which will form Annexure G hereto and which shall record all reinstatement requirements as well as any and/or all damage and/or defects in the Leased Premises which must be restored.
- 10.2 The Landlord shall, at the cost of the Tenant, attend to all such reinstatement, repairs and restoration as recorded in the check-out form envisaged in clause 10.1 above.
- 10.3 Notwithstanding what is recorded in 10.2 above, the Landiord shall be entitled to request in writing that the Tenant attends to the reinstatement, repairs and restoration at its own cost in which event the Tenant will immediately upon receipt of such written request attend to all work as recorded in the check-out form.
- 10.4 The Landlord shall further be entitled to direct the Tenant (in the event of the Tenant doing the reinstatement on the request of the Landlord) or in its sole discretion (in the event of the Landlord attending to the reinstatement at the Tenant's cost) not to remove any of the alterations and additions affected to the Lazaed Premises and which alterations and additions will become part of the Lazaed Premises and the property of the Landlord without any compensation being payable to the Tenant in this regard.
- 10.5 In the absence of the inspection Form being duly completed and signed by the parties as set out in 10.1, the Tenant accepts liability for all costs incurred by the Landlord in reinstatement of the premises in accordance with this clause 10.

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Witness initial
Landlord initial
Witness initial

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11. INSURANCE



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

12. DAMAGE AND DESTRUCTION

- 12.1 The Tenant shall be responsible for the cost of repair of all damage to the glass doors and windows of the Leased Premises.
- 12.2 If the Leased Premises or the Building is damaged or destroyed to such an extent that it becomes substantially unternantable and inaccessible, as determined by an independent registered assessor, for a period of at least one month, then either party may:
- 12.2.1 by written notice to the other, terminate the Lease from date of such damage or destruction; or
- 12.2.2 alternatively and by written agreement between both parties, the Landford may rebuild or restore the Leased Premises or the Building, provided that during such rebuilding or restoration the basic monthly rental will be abated in accordance with the extent of any loss of use and occupation suffered by the Tenant.
- 12.3 In the event of either party terminating this Lease in terms of clause 12.2.1, then and in such an event, neither party shall have any claim of whatsoever nature against the other, arising out of such termination.

13. CREDIT VERIFICATION

The Tenant consents to the Landlord and/or its agents requesting any information available on any credit bureau regarding the Tenant and if applicable any suraties stipulated herein from time to time during the currency of this Lease as well as any extension thereof. The tenant further consents to the Landlord and its agent keeping records of all information provided by the Tenant.

- 14. ADDRESS FOR SERVICE OF DOCUMENTS AND NOTICES (DOMICILIUM AND NOTICES)
- 14.1 The parties choose their address for service of documents and notices (domicilium citandi et executandi) for all purposes of the giving of any notice, the serving of any process and for any other purpose arising from this Lazee, as follows:
- 14.1.1 The Landlord:

As act out in item 1.1 of the Schedule.

14.1.2 The Tenant

The Leased Premises or the address as set out in item 1.2 of the Schedule.

- 14.2 Each party shall be entitled from time to time, by written notice to the other, to vary its address for service of documents and notices (domicilium) to any other physical address within the Republic of South Africa.
- 14.3 Any notice given by a party to the other party which is:
- delivered by hand during the normal business hours of the addressee at the addressee's address for service of documents and notices (comicilium) shall be rebuttably presumed to have been received by the addressee at the time of delivery;

Tenent initial
Witness initial
Landlord initial
Witness initial

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- 14.3.2 posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's for service of documents and notices (domicilium) shall be rebuttably presumed to have been received by the addressee on the seventh day after the date of postting.
- 14.4 Any notice given by a party to the other party by fax or by e-mail shall be rebuttably presumed to have been received by the addressee on the date of successful transmission thereof.
- 14.5 Notwithstanding anything to the contrary in this clause 14 (and specifically 14.3), a written notice or other communication actually received by a party shall be adequate notice to it notwithstanding that the notice was not delivered to its given address for service of documents and notices (domicilium).

15. EXERCISE OF RIGHTS

- 15.1 Each party hereby consents to the jurisdiction of the Magistrate's court should either party institute legal proceedings out of that Court, notwithstanding that the amount in issue may exceed the jurisdiction of such Court.
- 16.2 Should the Landford institute action against the Tenant pursuant to a breach by the Tenant of this Lease, then without prejudice to any other rights which the Landford may have, the Landford shall be entitled to recover all legal costs incurred by it, including attorney/client charges, tracing fees and such collection commission as the Landford is obliged to pay to its attorneys, from the Tenant.

16. GENERAL

- 16.1 Any letting or reservation of parking space or storeroom on the Property for the benefit of the Tenant. If applicable and available, is arranged in the attached Lease schedule. If absent in the Lease schedule it will be expressly agreed upon in writing separately from this Lease.
- 16.2 The fitting-out of the Leased Premises will be expressly agreed upon in writing separately from this Lease.
- 16.3 If the Tenant is a partnership then by signature hereto, the individual partners of the Tenant bind themselves, both as a partnership and jointly and severally, for all the Tenant's obligations to the Landlord under or arising out of this Lease. Similarly, joint Tenants shall be jointly and severally liable for all their obligations as Tenants under or arising out of this Lease.
- 16.4 The Landlord may assign its rights and obligations in terms of the Lease to any other person by written notice to that effect given to the Tenant, which notice must be countersigned by the assignee accepting such assignment and the Tenant irrevocably hereby consents to such assignment.
- 16.5 The Tenant shall take all reasonable steps to ensure that its visitors and/or its employees, client and/or customers do not act in contravention of the Lease.
- 16.6 if the Landlord provides services to the Leased Premises or makes concessions which it is not obliged to provide or make, then the Tenant does not acquire rights in respect thereof and the Landlord is not obliged to continue providing such services or making such concessions.
- 16.7 No relaxation or induigence which the Landlord may show to the Tenant, shall in any way prejudice the Landlord's rights hereunder, and in particular, without derogating from the generality of the aforegoing, no acceptance by the Landlord of rent or any other amounts owed to the Landlord in terms of this Lease, shall preclude or estop it from exercising any rights enjoyed by it hereunder.
- 16.8 This Lease incorporates the entire agreement between the parties and no alteration, cancellation or variation shall be of any force or effect unless it is in writing and signed by both the Landlord and the Tenant who hereby acknowledge that no representations or warranties have been made by either the Landlord or the Tenant.
- Within 7 (seven) days after the end of each month, the Tenant will give the Landiord a statement of gross turnover for such month. The gross turnover is the price (general sales tax, VAT or any similar substituting tax excluded) of all goods or services sold or distributed (also to staff) on or from the Leased Premises by the Tenant or any other person conducting business on or from the Leased Premises. A person authorised by the Tenant will sign the statement and confirm that it is correct to the best of his knowledge. The Landiord will use such information in confidence only for the purpose of determining trade trends.
- 16.10 Should any one or more of the provisions of this Lease be unenforceable, void or in contravention of any legislation for any reason whatsoever, then such provision(s) shall be severed from this Lease and the remaining provisions shall be of full force and affect.

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Witness initial
Lendlord Initial
Witness Initial

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- 16.11 A certificate signed by a director, manager, internal accountant of the Landlord or the Landlord's agent (whose authority need not be proved) shall for all purposes be evidence at first glance (prima facie proof) of the matters therein stated.
- 16.12 The Tenant shall comply with the requirements of the Financial Centre Intelligence Act 38 of 2001. Without limiting the generality of the aforegoing, the Tenant shall furnish the Landlord with the documentation required by the Act, upon request by the Landlord.
- 17: LimitATION OF LIABILITY Notwithstanding any provision contained in this Lesse, same shall not limit or exempt liability ettributable to gross negligence.

Tenant initial
Witness initial
Landlord initial
Witness initial

SURETYSHIP

1, the undersigned,

SURETY Full Names

Kamohelo Maso.

Address:

65 SILVERLEAF STREET VAN DYK PARK BOSKBURG GAUTENG

GAUT

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(herein referred to as "the surety") do hereby interpose and bind myself to Johannesburg Artists Market (Pty) Ltd. registration number 2007/005422/07, and its successors-in-title, as the case may be, ("Landlord") as surety for and co-principal debtor with Kamohelo Maso ("Tenant") for the due, proper and timeous performance by the Tenant of all its obligations to the Landlord arising from any cause whatsoever, including, but not limited to, the occupancy of shop 606, 27 BOXES ("Leased Premises"), subject to the following terms:

- 1. All terms defined in the Lease Agreement will have the same meaning in this suretyship.
- 2. Notwithstanding anything to the contrary herein contained, the amount recoverable from the surety will be unlimited. plus such further sum or sums for interest on that amount, charges and cost as may from time to time and howsoever arising, become due and payable by the surety, including without prejudice to the generality of the aforegoing, interest, collection commission, tracing agent's fees stamps and attorney and own client costs, including value added tax, incurred in the institution of legal action against the surety and Tenant for recovery of all of the amounts mentioned above, together with all other charges and expenses.
- 3. The surety hereby waives the benefits of excussion and division, with the meaning whereof he declares himself to be acquainted. Benefits of excussion and division means the surety waives his right to demand that the Landlord proceed against the principal debtor first.
- 4. Any indulgence or latitude which the Landlord may grant to the Tenant in respect of any obligation in terms of or relating to the Lease agreement or any amendment thereof, or the release of any surety or security which the Landlord may hold in respect of any obligation arising therefrom or related thereto, will not prejudice the rights of the Landlord against the surety under this suretyship, or affect the validity or enforceability of this suretyship.
- 5. The surety agrees to the same choice as to process as set out in the Lease and if arbitration is chosen by the party initiating the dispute, then any dispute between the surety and the Landlord (whether also involving the Tenant or not) which may arise in connection with any espect of this suretyship will be determined and resolved by arbitration in accordance with the Expedited Rutes of the Arbitration Foundation of Southern Africa (AFSA) by an arbitrator appointed in terms of AFSA Rules. For the purpose hereof the Landlord's signature to the Lease agreement will serve as its agreement to this arbitration Clause.
- No amendment of the Lease agreement or addition to the Lease agreement will prejudice the rights of the Landlord in respect of this suretyship, and this suretyship will also apply to obligations of the Tenant arising from such amendment or addition.
- 7. This suretyship is irrevocable and may not be cancelled or withdrawn by the surety.

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Witness initial
Landlord initial

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- In the event that the Tenant is sequestrated or liquidated, the surety will not lodge or prove a claim against the
 estate of the Tenant until such time as the Landlord has been paid the full amount due to him in terms of the
 agreement of Lesse.
- All agreements, admissions and waivers made by the Tenant with or in favour of the Landlord in respect of his rights and obligations in terms of the Lease agreement will also bind the surety, as if he was a party thereto.
- 10. Any certificate given under the hand of a director or general manager or senior manager of the Landlord or its Managing Agent stating the amount due by the Tenant and for which the surety is liable in terms of this suretyship, will constitute prima facie evidence in any court of law of the existence of the obligation, the correctness of the amount and the obligation of the surety to pay the amount to the Landlord.
- 11. All the Landlord's rights, without exception, applicable against the Tenant will be equally applicable against the surety, the surety being deemed to be the Tenant thereunder and the Landlord has against the Tenant as if the surety had from the beginning of the Lease agreement and at all times been liable jointly and severally with the Tenant in favour of the Landlord.
- 12. In the event of the Landlord Instructing an attorney to take any action (or any steps whatever) arising from this suretyahip, the costs, including tracing agent's fees and collection commission of such attorney will be paid by the surety on the scale as between attorney and own client.
- 13. The surety/les by their signature hereto, hereby consents to:
 - 13.1. the Landlord and/or its agents receiving, sharing, transmitting and exchanging any consumer credit information (as this term is defined in section 70 of the National Credit Act, 2005 ("NCA") and any other information (Consumer Credit Information") in respect of surety/les.
 - 13.2. the Landlord and/or its agents sharing, transmitting and/or exchanging any consumer Credit Information in respect of the surety/les with any credit bureau;
 - 13.3. the Landlord and/or its agents carrying out any credit search, company search and/or asset searches with any registered credit bureau in order to monitor and determine the credit worthiness of the surety/ies; and
 - 13.4. he Landlord and/or its agents obtaining Consumer Credit information in respect of the Tenant for purposes other than may be prescribed by the NCA from time to time.

Tenant Initial
Witness Initial
Landford Initial
Witness Initial

Page 21 of 22

| 14. The parties choose the following addresses as their respective addresses for servicing notices: |
|---|
| 14.1. LANDLORD: Cittq Property Services, 6 Mellis Road, Birch House, Avenues North Office Park, Rivonia |
| SURETY: 65 SILVERLEAF STREET, VAN DYK PARK, BOSKBURG, GAUTENG |
| SIGNED at Z7 BOXES on this C1 day of Feb 2022 |
| In the presence of the undersigned witness |
| Witness: |
| (Signature of witness) (Signature of SURETY) |
| (Full names of witness) |
| (ID number of witness) |
| SURETY |
| Identity No: |
| /we declare that my/our marriage status is as follows: |
| X unmarried |
| out of community of property (Antanuptial Contract) |
| in community of property (if yes, spouse has to complete and sign the following): |
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| (88 of 1984) to |
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Tenant initial K. M. Witness initial Landlord initial Witness initial

TURNOVER DEFINITION

1. DEFINITION OF MONTHLY TURNOVER

Monthly Turnover is the turnover percentage (as stated in 16.9 in the "General Terms and Conditions") of the Tenant's monthly net turnover during every turnover period.

2. DEFINITION OF NET TURNOVER

Net turnover is the full sale price of all goods and services sold, provided or otherwise disposed of on or from the Leased Premises, including all orders taken or received at the Leased Premises, whether the order be executed at the Leased Premises or elsewhere:

- 2.1. Less discounts and credits passed for goods returned and bad debts written off;
- 2.2. excluding interest, VAT and finance charges; and
- 2.3, plus written off bad debte subsequently recovered.

3. TURNOVER PERIOD

The 1st (first) Turnover Period shall begin on the Commencement Date and/or the date on which the Tenant starts trading and end on the last day of the same month. Each subsequent Turnover Period will commence on the 1st (first) day of the month and expire on the last day of the month.

4. MONTHLY TURNOVER DECLARATION

By the 7th (seventh) of each month, the Tenant shall deliver to the Landlord its unaudited turnover figures (exclusive of VAT) achieved for the previous month. The tenant will be provided with a Turnover Declaration Form of which to use.

5. INSPECTION OF BOOKS

Any auditor or other person nominated by the Landlord shall be entitled to inspect the books and records of the Tenant and of any other person doing business from the Leased Premises, and to obtain all reasonable explanations from them, so as to verify the Tenant's monthly net turnover for any Turnover Period.

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GAUTENG LIQUOR ACT, 2003 (ACT No. 2 OF 2003) NOTICE OF APPLICATION IN TERMS OF SECTION 24

Notice is hereby given that it is the interflot of the person whose details are set out below to lodge an application for LICENSE to the secretary of the local committee of West Rand situated at RANDFONTEIN on details C

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(710) LIQUOR ACT

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(710) LIQUOR ACT

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GAUTENG LIQUOR ACT, 2003 (ACT NO. 2 OF 2003)

NOTICE OF APPLICATION IN TEMMS OF SECTION 24

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(70) LIQUOR ACT

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(210) LIQUOR ACT

Kwa-Moes Liquor Store GAUTENG LIQUOR ACT, 2003 (ACT No. 2 OF 2003) NOTICE OF APPLICATION IN TERMS OF SECTION

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