



**PROOF OF RECEIPT OF DOCUMENTS SUBMITTED WITH LODGEMENT
NAME OF PREMISES: LOVE & LIGHT CAFE**

APPLICANT: LOVE AND LIGHT CAFE

CONSULTANT: JMN CONSULTANTS

IN TERMS OF SECTION: 23

DOCUMENTS SUBMITTED:

TYPE OF SECTION (1 Original set & 1 Copy set)	23	39	40	43	104	89
	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N
APPLICATION FORM and COMMISSIONED –	✓ 1	S36	S40	S43	S104 2	
LODGEMENT FEES receipt	✓	S36	Resolutions	Resolutions	S104 2	
REPRESENTATION / MOTIVATION in writing	✓ 1(h)	S36		S43	S104(3)	S89
DESCRIPTION of premises in writing	✓ f/c			S43		
SMOKE Affidavit & marked on plan	✓			S41(5)	S41(5)	
500 meter Affidavit	S					
SAPS clearance certificate – original	X	S39(4)(b)	40(3)(a)		S104(3)	
SARS clearance certificate – original	X	S39(4)(b)			S104(3)	
ASSOCIATION membership certificate or other proof	X 1(h)				S104(3)	
PLO – Proof of lawful occupation – Can't grant IN VACUO	To verify				To verify	
ID – Certified copy of applicant's ID - To verify no. & names	✓	Board	To verify		To verify	
WORKING & RESIDENTIAL PERMIT if non SA citizen	S37	S39(4)(b)	S40(2)		S104(3)	
COI – Cert. Of Incorporation – If Applicable	S23	S37			S37	
RESOLUTION – If more than one member – If applicable	S23	S37			S37	
LAA – Local Auth. Approval - Tavern, pub, pool club, liquor store, night club Sec 23 (1) (d) & Sec 23 (4)	S23					
PLAN – with demarcations & showing smoke area if applicable Sec 23 (1) (b)	S23(4)(b)			S43		S89
PHOTO'S – In colour, showing internal & external features Sec 23 (1) (c)	S23(4)(c)			S43		S89
MENU – If on-consumption - food	Verify type of business					
2 X NEWSPAPER adverts – Original pages of current dates	S23 (1)(e) & 24					
GOVERNMENT GAZETTE notice – Original page	✓					
ZONING DOCUMENTS – where applicable	N/A					
2016 RENEWAL NOTICE COPY & receipt or payment proof – Date of last issue..... If not renewed, license has lapsed.		To verify	To verify	To verify	To verify	
AMENDED FOUNDING STATEMENT WITH NEW PARTICULARS		Board				
LICENSE WAS CHECKED AND ISSUED ON.....			Manager	Manager	Manager	Manager

RML/MyDoc/Forms/App/Sec23 to 104 Checklist of rec/070803 This document is to acknowledge receipt of the submitted documents submitted with lodgement. The correctness of the documents have not yet been analysed.

Signed: _____

03 JUN 2012

252515007012

**JMN LIQUOR LICENSING
SPECIALIST AND CONSULTING**

LOVE

&

LIGHT CAFE

GAUTENG DEPARTMENT OF
ECONOMIC DEVELOPMENT
JOHANNESBURG REGION
03 JUN 2022

@@

**AN APPLICATION IN TERMS OF SECTION 23
OF THE LIQUOR ACT 2003 AS AMENDED TO
ESTABLISH A LIQUOR LICENSED PREMISES**

**APPLICATION IS COMPILED BY
JMN CONSULTANTS
P.O.BOX 43058
THERESSA PARK
0155.
Cell No: 079 852 4439
Cell No: 061 773 8844
Fax: 086 504 9288
Email: jmnliquorjs@gmail.com**

03/06/2022

03/06/2022



APPLICATION REFERENCE NUMBER **GLB7000015257**

DOCUMENT FORMALITIES

Application Type **New Application**

License Type **Restaurant**

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

SECTION 0

Application submitted by:

☐ the applicant ☐ OR ☒ I am, a consultant / agent, submitting on behalf of the applicant ☒

First Name **JMN CONSULTANT** Surname **JMN CONSULTANT**

Second Name **JOE** Street Number **43058**

Street Name **THERESAPARK** Suburb **PRETORIA NORTH**

City **PRETORIA** Code **0155**

Mobile Phone **0617738844** Land Line **0798524439**

Email Address **jmnliquorjs2gmail.com**

LICENSE COST

AMOUNT **R4500.00**

PAYMENT DUE

AMOUNT **R2250.00**

SECTION 1 - APPLICANT DETAILS

No	LIQUOR LICENCE APPLICATION REQUIREMENT	INPUT
1.1	First Name(s) of Applicant	LOVE AND LIGHT CAFE
	Surname of Applicant	N/A
1.2	Age of the Applicant	0
1.3	Identity Number	2018/380419/07
1.4	Residential Address or Registered Office Address	
	Street Number	SHOP NO:46
	Street Name	CAMPAS SQUARE SHOPPING CENTRE CNR KINGSWAY UNIVERSITY
	Suburb	AUCKLAND PARK
	City	JOHANNESBURG 2000



1.5	P.O. Box Number	43058
	Postal Code	0155
1.6	Business Telephone Number	0798524439
1.7	Email Address	jmnliquorjs@gmail.com
1.8	Cellphone Number	061 773 8844
1.9	Physical Address of the premises for which the liquor permit is required	
	Street Number	SHOP NO:46
	Street Name	CAMPAS SQUARE SHOPPING CENTRE CNR KINGSWAY UNIVERSITY
	Suburb	AUCKLAND PARK
	City	JOHANNESBURG
	ERF Number	NO:46

SECTION 2 - APPLICANT ENVIRONMENT**IS THE APPLICANT A PERSON WHO:-**

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

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

No.	LIQUOR LICENCE APPLICATION REQUIREMENT	INPUT
2.7	has a controlling interest in such a company, closed corporation or trust?	<input type="radio"/> YES <input checked="" type="radio"/> NO



2.8 Is a partner in such a partnership ?

☐ YES ☒ NO

SECTION 3 - GENERAL DETAILS

LIQUOR LICENCE APPLICATION REQUIREMENT				INPUT													
3.1	<p>State the name, identity number and address of each person, including the applicant, who will have any financial interest in the business and in each case the nature of such interest. If the applicant is a public company, statutory institution or a cooperative as contemplated in the cooperatives ACT, 1981 (ACT number 91 of 1981), it shall be sufficient if only the name and postal address of such company, statutory institution or co-operative, as the case may be, the name of such director (if any), thereof and the nature and extent of the financial interest of such company, statutory institution or co-operative are furnished and not also the interests of individual members of such company statutory institution or co-operative. <u>INPUT TABLE BELOW</u></p> <table border="1"> <thead> <tr> <th></th> <th>Name</th> <th>Surname</th> <th>Identity Number</th> <th>Address</th> <th>Nature Of Interest / Notes</th> </tr> </thead> <tbody> <tr> <td>1)</td> <td>KHANYA</td> <td>NGWENYA</td> <td>8202190575088</td> <td>4 WEILAND CRESCENT BLOUBOSRAND 2188</td> <td>1005 SHAREHOLDER</td> </tr> </tbody> </table>						Name	Surname	Identity Number	Address	Nature Of Interest / Notes	1)	KHANYA	NGWENYA	8202190575088	4 WEILAND CRESCENT BLOUBOSRAND 2188	1005 SHAREHOLDER
	Name	Surname	Identity Number	Address	Nature Of Interest / Notes												
1)	KHANYA	NGWENYA	8202190575088	4 WEILAND CRESCENT BLOUBOSRAND 2188	1005 SHAREHOLDER												
3.2	<p>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).</p>				N/A												
3.3	<p>In the case of an application for a liquor store licence, sorghum beer for off-consumption or micro manufacturer's licence is the applicant <u>a manufacturer of liquor or the agent</u>.</p>				<input type="radio"/> YES <input checked="" type="radio"/> NO												
4	<p>State type of liquor applicant intends selling</p>				ALL KINDS OF LIQUOR												
In the case of an application for a micro-manufacturer's licence :-																	
5.1	<p>Is the applicant a person who manufactures fermented beverages ?</p>				<input type="radio"/> YES <input checked="" type="radio"/> NO												
5.2	<p>State the volume of liquor produced or the volume of liquor intended to be produced by the applicant per year.</p>				501 - 1000 liters												



No.	LIQUOR LICENCE APPLICATION REQUIREMENT	INPUT
5.3	Describe the situation of the premises where the business is to be conducted with reference to the erf, street or farm number	ERF NO:46 Street CRN KINGSWAY UNIVERSITY Farm number NO:46
6	In the case of an application for a sorghum beer license, state whether it is intended to sell beer for on consumption or off consumption	<input checked="" type="radio"/> On Consumption <input type="radio"/> Off Consumption
7	Under what name is the business to be conducted ?	LOVE AND LIGHT CAFE
8	In which region are the premises situated ?	Johannesburg Liquor Licenses
9	Will the applicant have the right to occupy the premises referred to in question 8 ?	<input checked="" type="radio"/> YES <input type="radio"/> NO
10	In the case of an on consumption license state in which portion of the premises the sale of liquor will take place.	FROM THE COUNTER
11.1	Is the application made in respect of premises which has not yet been erected ?	<input type="radio"/> YES <input checked="" type="radio"/> 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 ?	<input type="radio"/> YES <input checked="" type="radio"/> NO
11.3	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 ?	<input checked="" type="radio"/> YES <input type="radio"/> NO
12	Is an application made for any determination, consent, approval or authority which could be granted by the board?	<input type="radio"/> YES <input checked="" type="radio"/> NO
13	In the case of an application for a club liquor license, please accompany this document with a copy of the constitution or rules of the club. Are you applying for a club liquor license ?	<input type="radio"/> YES <input checked="" type="radio"/> NO





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

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

Signature of Applicant
or Authorized Person



Date 2022-04-01

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

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

Commissioner Of
Oaths Signature



Date 2022/04/01

First Name(s)

Debra

Surname

Vinger

Business Address Line 1

01 pietroutebach Street

Business Address Line 2

Business Address Line 3

Designation

CS

Area for which appointment is held

Rosslyn

Office held if appointment is Ex Officio

Accossing 61925



AN AFFIDAVIT

We, LOVE AND LIGHT CAFE (PTY) LTD Reg. no: 2018/380419/07.....

And business address: SHOP NO: 46 CAMPAS SQUARE SHOPPING CENTRE CNR
KINGSWAY UNIVESITY AUCKLAND PARK JOHANNESBURG 2000.....

We hereby confirm that the distance from the proposed restaurant to the nearest church,
school and similar licensed outlets are as follows:

The church known as re/a is located at u/a

The school known as 47 university is located at

And nearest similar type is Kecca wana, Madam at from the proposed business

The car speed reading was used to measure this distance... 1.6m

**WE ALSO DECLARE THE ENTIRE AREA AS NON-SMOKING AND THAT NO -
SMOKING WILL TAKE PLACE INSIDE THE PREMISES**

I truly understand the contents of this declaration and I have no objection in taking the
prescribed oath.

SIGNATURE OF APPLICANT [Signature]

I therefore certify that this declaration has been signed and affirmed before me.

SIGNED AT Atteridgeville THIS 01 DAY OF April 2022

BY MS K. NGWENYAWHO ACKNOWLEDGES THAT:

- 1) She understands the contents of this declaration
- 2) She considers this oath to be binding

"I truly affirm that the contents of this declaration are true and correct."

COMMISSIONER OF OATHS #287 713689

FULL NAME Debra Dinga


BUSINESS ADDRESS 01 pietrauterkh Street



DESIGNATION CBT

AREA FOR WHICH APPOINTMENT IS HELD AKASIA SKPS



REPUBLIC OF SOUTH AFRICA
NATIONAL IDENTITY CARD


 Surname: **NGIWENYA**
 First name: **KHANYA**
 Sex: **F**
 Nationality: **RSA**
 Identity Number: **8202180678068**
 Date of Birth: **18 FEB 1982**
 Country of Birth: **RSA**
 Race: **CITIZEN**


 Signature: 

ID

This card has been issued by the
 Department of Home Affairs in terms of the
 Identification Act, Act 68 of 1997
 It must be kept safe and returned to the Department of Home Affairs
 For security or verification purposes please contact 0800 90 11 90

Date of issue: **15 MAY 2017**
 104643763

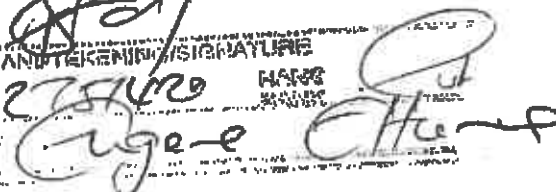


I CERTIFY THAT THIS DOCUMENT IS A TRUE REPRODUCTION (OOR-
 OORSPRONKELING) OF THE ORIGINAL DOCUMENT WHICH WAS
 HANDLED TO ME FOR AUTHENTICATION. I FURTHER CERTIFY THAT,
 FROM MY OBSERVATIONS, AN AMENDMENT OR CHANGE WAS NOT
 MADE TO THE ORIGINAL DOCUMENT.

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 OORSPRONKELING) OF THE ORIGINAL DOCUMENT WHICH WAS
 HANDLED TO ME FOR AUTHENTICATION. I FURTHER CERTIFY THAT,
 FROM MY OBSERVATIONS, AN AMENDMENT OR CHANGE WAS NOT
 MADE TO THE ORIGINAL DOCUMENT.

HAND TAKEN SIGNATURE
 AG. SNOMMER
 IDENTIFICATION NUMBER

ORIGINATOR


 Eugene Chuma

SUID-AFRIKAANSE POLIESIEDIENS
 ADMIN DIENSTE
 PRIVAATSAK/PRIVATE BAG X 10
 2022-04-01
 ROSSLYN 0200, AKASIA
 ADMIN SERV.
SOUTH AFRICAN POLICE SERVICE

POWER OF ATTORNEY

DATE: 25/02/2022

REF: GLB 70000 15257

TO WHOM IT MAY CONCERN

I, the undersigned **LOVE AND LIGHT CAFE**. Reg no: 2018/380419/07 in my capacity as my Representative hereby appoint **MR JOE SONO** in his capacity as my representative, with the power and authority to act on my behalf in respect. And in my name and on my behalf to make any enquiries or to complete or sign the necessary documents or other documents regarding the liquor license

Signature: 
.....

DETAILS OF THE APPLICANT OR APPLICATION

NAME OF CLIENT OR COMPANY NAME: LOVE AND LGHT CAFÉ

ID NUMBER OR COMPANY REG NO: 2018/380419/07

NAME OF THE BUSINESS: LOVE AND LIGHT CAFE

**ADDRESS OF THE BUSINESS: SHOP NO: 46 CAMPAS SQUARE SHOPPING CENTRE CNR
KINGSWAY UNIVERSITY JOHANNESBURG 2000**

Should there be any queries, for any further discussion, please do not hesitate to contact us.

Yours sincerely

KHANYI NGWENYA

DESCRIPTION OF THE PREMISES

The building structure consists of a counter, storerooms, service area, and fridges, toilets and storage for empties as well as provision facilities.

The applicant assures the honourable board that provision will be made for facilities use of patrons visiting the proposed premises it is on - consumption these facilities will be laid in accordance with the floor plan submitted with the application.

It is clear from the floor plan that the construction of the building has been made out of bricks, and painted outside. The floor plan also illustrates the proposed layout of the premise. The applicant wants to bring to the attention of the honourable board members that the premise will be laid as per floor plan

LAYOUT & OTHER FIXTURES:

A considerable amount of money was spent towards the building itself, equipment and other utensils which will be used for the proposed premises, the applicant has done some great deal in altering, budgeting and has planned the premise to be laid out as follows in accordance to the plan.

PROVISION HAS BEEN MADE TO ACCOMMODATE; SERVICE AREA WITH A COUNTER; STORE ROOM

The entire area will be well equipped and ready to conduct the business. The inside of the premise will be decorated with liquor brand and other fancy posters which will be placed available as per floor plan.

THE SERVICE AREA WITH A COUNTER:

As shown on the floor plan, the applicant has made provision for a service area with its counter. The services counter as described on the floor plan which will be fitted at the most convenient spot next to the service area for the patrons which will used as a counter to purchase.

Easy entry into the storeroom will be reached as depicted per floor plan, the service as depicted on the floor plan. The storeroom will be big enough to accommodate the storage and safekeeping of liquor in an effective manner. This room will be always kept locked and access to liquor goods is fully monitored by the applicant. The room will be used for the storage of empty bottles.

The applicant will be able to easily move liquor from the storeroom to the serving room where it will be served to patrons. The floor area. It is submitted that the entire structure to be erected.

GENERAL INTRO

LOVE AND LIGHT CAFE

**PREMISES ADDRESS: SHOP NO:46 CAMPAS SQUARE
SHOPPING CENTRE CNR KINGSWAY UNIVERSITY
JOHANNESBURG 2000**

This is the application to be submitted by the applicant in terms of section 23 of the Liquor Act 2003 in accordance with section 20(a)(vii) for establishment of a Restaurant.

The applicant is hereby submitting an application via the Liquor board, of which the premises has to be erected in accordance with the plan submitted with the application.

The description of the proposed Restaurant is based on the proposed layout as per attached floor plan.

Attached to this application is a site plan which depicts the location of the Restaurant as well as an indication of the environment and internal and appearance of the proposed facility.

It is submitted and is situated in the immediate vicinity, thus granting of the liquor license will have no negative impact on the proceedings of this institution as none of them are located within the immediate reach.

INTRODUCTION & BACKGROUND INFO:

APPLICANT: MS NGWENYA

MS NGWENYA hereby wishes to submit an application to establish a Restaurant for the community in and around AUCKLAND PARK. This application will be submitted by the applicant via the liquor board.

The year spent in this area gave the applicant the knowledge and insight to form his own Restaurant for the people working or visiting the area. The application has gained an experience in the retail business and some entertainment fields such as Restaurant. The applicant is familiar with the nature of this type of establishment and knows that it takes an experience to make a success in the operation of a licensed facility.

The applicant has secured a suitable premise that is located in an ideal environment where he can conduct his business with minimum disruption on any institution referred to in the Liquor Act. As mentioned in description is located close to the applicant's premises, so the activities of the business will therefore have no negative impact on this institution. No residence can also be prejudiced due to the selling of liquor.

NATURE OF HER TARGET:

To ensure a long term survival of the business the applicant will ensure that the business will offer quality services and facility, which will appeal to those who can afford and appreciate it. No drunk or disorderly behavior will be tolerated, applicant is competent and experienced to deal and eliminate this type of problems that can occur at other places.

The location of the business will be an ideal; it will provide a safe and secure environment for clients to frequent on a regular basis. The facility is intended for fun loving, decent people who wants to interact with friends. The seating facilities will be provided where clients can sit and relax comfortable.

SUITABILITY OF LOVE AND LIGHT CAFE

The applicant is well equipped in terms of skills and experience to conduct this type of business where liquor will be sold. She is familiar with the type of clients who will visit her establishment and will make sure that the business provides a safe and secure condition for them to enjoy themselves in an orderly fashion.

She will manage the business with two employees who will deal with client service, preparation of food, admin and general management of the business. Applicant does not have any criminal record and is a suitable candidate to be entrusted with a license. He is well able to manage a liquor license business and is not disqualified in terms of section 25 or 31 to hold a License.

PROPOSED CONSTRUCTION TO

The proposed structure will consist of the following:

- SEATING AREA;
- SERVICE AREA WITH A COUNTER;
- STORE ROOM AND
- TOILET FACILITIES.

DESCRIPTION OF THE PREMISES

SEATING AREA:

The entrance can be gained directly towards and one enters into a seating area, counter as depicted per floor plan. The applicant intends to have the entire seating area to accommodate at least 30 patrons seated. The seating area covers about 42m². This is where patrons are able to order food from the kitchen and drinks from the counter, the counter is well furnished with Italian tiling very nice bar and four male toilets and two for ladies. The floor is nicely tiled. The place is in a business area. The entire area will be non-smoking there is certain area outside as indicated in the plan will be smoking area. The applicant will make use of the different types of liquor brands

placards which are displayed against the wall, which make the premise to be more attractive and decent.

STORE ROOM:

This will enable applicant member to deal with all the handling and storage of liquor in an effective manner. The storeroom will always be locked and access to liquor goods will be monitored.

The storeroom will be gained next to the service area as depicted on the site plan. This room will be located next to the service area as depicted on the floor plan. The applicant will ensure that empty container or boxes are stored the. Liquor will be easily moved from the storeroom to the serving room from where it will be served to patrons in the seating area.

THE DEMAND FOR A LICENSED PREMISE:

As mentioned earlier, the Restaurant will cater for matured clients who need to go out where descent entertainment, service and food will be offered. It is estimated that the business will be well supported amongst many individuals. It is obviously that they would expect a premise of this nature to serve liquor.

There exists therefore a definite need for the premise to be licensed. The selling of liquor will not form the main focus of the activities of the activities, but it is required to fill the need of any clients who wants to order liquor will be sold on consumption on the premise.

SECURITY:

The business itself will be reasonable secured. Access will be restricted only to descent and no under 21years of age, only fun loving people. Applicant will manage and control the premises in such a way so as to ensure that no undesirable conditions arise. Effective security of the premises and clients who will visit the venue will be maintained through the excellent management and security expertise held by applicant. The Honorable Board is accordingly requested to consider this application as soon as possible. It is submitted that it is in the interest of the Restaurant in the area that this

license be granted, particularly as the Restaurant expects a Restaurant of this nature to have a liquor license.

CONCLUSION & REQUEST

MS NGWENYA requests the Honorable Board members to take into account the following facts:

- ✓ **Excellence potential is shown for the establishment of such a business in this particular areas;**
- ✓ **The Restaurant will benefit in a sense that people will be employed once the license is granted and the Government will benefit i.t.o revenue**
- ✓ **The premise will be completed according to the plan submitted with the application.**

MS NGWENYA humbly request the Board to consider this application favorably based on merits and the fact that there still remains a demand and need for a Restaurant License for this area.

AGREEMENT OF LEASE (RETAIL)

made and entered into by and between

CAMPUS SQUARE (PTY) LTD

[Registration No. 2000/006363/07]

Represented herein by **ROYNATH PARBHOO** or **HOLGER PEENS** who warrants that he is duly authorised.

(hereinafter called the "Lessor") of the first part

and

LOVE & LIGHT CAFÉ

[Registration No.2018/380419/07]

trading as

LOVE & LIGHT CAFÉ

Represented herein by

KHANYA NGWENYA

In her capacity as Director

who warrants that she is duly authorised,

(hereinafter called the "Lessee") of the Second Part

The LESSOR hereby lets to the LESSEE who hereby hires the premises described herein on the terms and conditions set out in the Schedule, General Conditions of Lease and Annexures.



SCHEDULE

1. LESSOR

Represented by

CAMPUS SQUARE (PTY) LTD
[Registration No. 2000/006363/07]
[VAT Registration No. 4130190178]
ROYNATH PARBHOO or HOLGER PEENS du
authorized to do so
2. LESSOR'S DOMICILIUM

c/o Keystone Investments (Pty) Ltd
Keystone House
Stonemill Office Park
300 Acacia Road
Darrenwood
RANDBURG
2194
3. LESSEE

Represented by

In her capacity as

LOVE & LIGHT CAFÉ (PTY) LTD
[Registration No. 2018/380419/07]
[VAT Registration No. tbc]
KHANYA NGWENYA
Director
4. LESSEE'S DOMICILIUM

LESSEE'S TRADING NAME

The Premises
Love & Light Café
5. LESSEE'S USE OF PREMISES

For a restaurant and for no other purpose whatsoever.
6. PREMISES

SHOP No. 46 and all storage areas and outside seating
areas (if applicable), as depicted on Annexure "B".
7. ESTIMATED AREA OF PREMISES

Approximately 87 square metres inside area (including
mezzanine)
8. BUILDING

That Building including freestanding Buildings upon the
Property in which the Premises are situated, known as:
CAMPUS SQUARE SHOPPING CENTRE.
9. PROPERTY

Portion 5 of Lot 1114, Auckland Park.
10. LEASE DATES

10.1. FITTING OUT PERIOD:

Shall be for a period of 28 (TWENTY EIGHT) days
commencing on the 1 February 2022.

10.2. LEASE PERIOD:

5 (five) years from the Commencement Date.



10.3.	TRADING DATE:	1 st March 2022, or such earlier date as the Lessee may commence trading from the premises
10.4.	COMMENCEMENT DATE:	1 March 2022, alternatively any other date as notified by the Lessor in writing.
10.5.	TERMINATION DATE:	28 February 2027
10.6.	OPTION TO RENEW:	Option to renew for 5 (five) years to be exercised in writing as stipulated in Clause 5 of the General Conditions of Lease.
11.	RENTAL:	
11.1.	BASIC RENTAL:	^{SQUARE} R344.83 per metre per month (Excluding VAT)
11.2.	OUTSIDE SEATING RENTAL:	R00-00 per metre per month (Excluding VAT)
11.3.	STORAGE RENTAL:	R00-00 per metre per month (Excluding VAT)
11.4.	PARKING RENTAL:	Separate agreement to be drawn up by Centra Management.
12.	ESCALATION RATE	8% (EIGHT per cent) per annum compounded on each anniversary of the Commencement Date on all items in 11 above.
13.	LESSEE'S PRO RATA SHARE	The Lessee will pay a Pro Rata share of additional charges as specified in Clause 7 of the General Conditions of Lease.
14.	MARKETING FUND CONTRIBUTION	Included in rental.
15.	DEPOSITS	
15.1.	RENTAL DEPOSIT:	R65 000-00 cash or lease guarantee – Clause 29 of the General Conditions of Lease.
15.2.	ELECTRICITY & WATER:	R5 000.00 cash, see clause 7.5
16.	LEASE ADMINISTRATION FEE	R3 000-00 plus VAT = R3 420-00
17.	PERSONAL SURETYSHIP (full names and ID numbers)	Khanya Ngwenya 820219 0575 088
18.	VAT RATE	All amounts are exclusive of 15% or such other rate as promulgated from time to time.
19.	TURNOVER RENTAL PERCENTAGE	7% ^{6%} (seven per cent)
20.	PENALTIES	R500-00 per day or part thereof, or R150-00 per hour or part thereof – Clauses 2.2.3 and 11 of the General Conditions of Lease).
21.	MINIMUM BUSINESS HOURS	Retail Monday to Thursday 09h00 to 18h00 Friday 09h00 to 19h00

Saturday



09h00 to 17h00

Sundays & Public Holidays

09h00 to 14h00

The parties agree and it is common cause that the minimum business hours are there to enhance the experience of patrons to the Building and failure to trade during these hours for any reason whatsoever will be prejudicial both to the business conducted in the Premises as an offering to patrons and also to other lessees in the Building. The Lessor will therefore not allow any exceptions of whatever nature to infringe upon the minimum business hours, from time to time, for any reason whatsoever

22. ANNEXURES FORMING PART OF
THIS AGREEMENT OF LEASE

- "A" Rental Schedule
 - "B1" Plan of Premises
 - "B2" Layout Plan of the Building/Overall Site Layout
 - "C" Lessee's Resolution
 - "D" Deed of Suretyship
 - "E" House Rules
 - "F" ~~Franchise Business Continuance Agreement~~
 - "G" Shop Fitout Criteria
 - "H" Area Certificate
 - "I" Turnover Rental
 - "J" ~~Draft Lease Guarantee~~ . L.N.
 - "M" POPI Consent and Compliance
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GENERAL CONDITIONS OF LEASE**1. DEFINITIONS**

In the interpretation of this Agreement of Lease (including Schedules and Annexures hereto), unless the context clearly otherwise indicates:

- 1.1. **"Area Certificate"** means a certificate issued by the Lessor's architect for the purpose of calculating the area of the Premises as calculated in Clause 3 and/or for the purpose of demarcating the lease line between the Premises and the mall/s onto which they face;
- 1.2. **"Assessment Rates"** means the current municipal Assessment Rates including increases thereon as well as any other form of tax or levies imposed by any authority;
- 1.3. **"Basic Condition"** shall mean screeded floor, standard ceiling, standard shop front, painted walls (white), standard electrical and plumbing installations;
- 1.4. **"Common Areas"** means those portions of the buildings or property not designed or intended to form part of the rentable area of the building or property, including, but without derogating from the generality of the foregoing lifts, staircases, escalators, gardens, toilets, loading zones, parking areas, service roads, kitchens, malls, passages, service corridors and yards;
- 1.5. **"Managing Agent"** shall mean the person or entity appointed to manage the Property;
- 1.6. **"Municipal Charges Utilities"** means those charges (other than Assessment Rates) levied by the Local or Regional or other competent authority or body, upon or in respect of the Property and/or the Building, at any time and from time to time during the currency of this Agreement of Lease;
- 1.7. **"In writing"** shall mean a written communication and shall include a letter, a notice, a telegram, an electronic mail and a facsimile transmission;
- 1.8. **"Prime Rate"** shall mean the Prime Rate of interest percent per annum compounded monthly from time to time of the Lessor's bankers and as determined by any of the said banker's manager, whose authority and certification will not have to be proved. Furthermore a certificate issued by such manager shall constitute *prima facie* proof of such rate;
- 1.9. **"Lessee"** includes its principals, directors, members, managers, agents, employees, contractors, licensees and invitees and similar categories of persons;
- 1.10. **"Turnover Rental"** shall mean the additional rental payable by the Lessee where such amount is calculated in terms of Annexure "I";
- 1.11. **"Turnover Rental Percentage"** shall mean a percentage, as recorded in Item 19 of the Schedule, of the Lessee's Net Annual Turnover;
- 1.12. **"the Building"** means the Building including freestanding buildings of which the Premises form a portion and as described in Item 8 of the Schedule;
- 1.13. **"the Commencement Date"** and **"Termination Date"** means the date as recorded in Item 10.2 and 10.3 of the Schedule;
- 1.14. **"the Contractor"** means the building contractor engaged to erect, alter and/or refurbish/revamp the Building;
- 1.15. **"the Lessor"** includes its directors, managers, agents, employees and shall include any manager, managing agent, or other person appointed by the Lessor in writing from time to time to *inter alia* administer the Building and any person or corporate entity appointed to collect charges for electricity, water and sanitation and other service charges from the Lessee on behalf of the Lessor;
- 1.16. **"the Premises"** means the Premises let in terms of this Agreement of Lease and as described in Item 6 of the Schedule. For the purposes of distinguishing the Premises from the mall/s onto which they face, the Premises extend to the "lease line" which, in the event of dispute, shall be as determined by the Lessor's Architect, as recorded in Clause 3 hereunder;
- 1.17. **"the Property"** means the Property upon which the Building is situated, and as described in Item 9 of the Schedule;

- 1.18. "the Schedule" means the Schedule to which this Agreement of Lease is annexed;
- 1.19. "the Lessee's Pro Rata Share" shall be the area of the Premises, expressed as a percentage of the total lettable area in the Building from time to time as calculated by the Managing Agent.
- 1.20. Unless otherwise specially provided herein, the consent of the Lessor, where required, shall not be unreasonably withheld.
- 1.21. Words importing any one gender shall include the other and words importing the singular shall include the plural and vice versa.
- 1.22. The headings are used for reference only and are in no way to be deemed to modify, amplify or aid in the interpretation of this Agreement of Lease.
- 1.23. All terms referred to in the Schedule shall have the meanings as are assigned to them therein.
- 1.24. When any number of days is prescribed in this agreement, they shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 1.25. Any clauses which are electronically deleted in this Agreement of Lease and which remain legible thereafter do not have to be initialed by the parties and shall be regarded as *pro non scripto* in the interpretation and implementation of this Agreement of Lease.
- 1.26. In the interpretation of this Agreement of Lease, the *contra proferentum* rule of construction shall not apply (this Agreement of Lease being the product of negotiations between the Parties), nor shall this Agreement of Lease 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 Agreement of Lease.

2. LEASE PERIOD

The Agreement of Lease shall be for the Lease Period stated in Item 10.2 of the Schedule (i.e. from the Commencement Date to the Termination Date) on the terms and conditions contained in the Schedule and this Agreement of Lease.

3. CONDITION OF PREMISES & SIGNAGE

- 3.1. The Lessor shall deliver and give occupation of the Premises to the Lessee either in Basic Condition or as per the Lessee Criteria Document and/or Specifications annexed as Annexure "G" hereto on the Fitting Out Date as indicated in Item 10.1 of the Schedule for the purposes of shop fitting. The Lessee further undertakes during the currency of this Agreement of Lease and any extension thereof to retain the shop fitting in the same good order, condition and style.
- 3.2. In fitting the Premises out the Lessee shall use shop fitters, joiners and other craftsmen and/or artisans or workmen approved by the Lessor's representative in writing.
- 3.3. No signage shall be installed or displayed on or at the Premises without the prior written approval of the Lessor as more fully provided in Annexure "G" hereto.
- 3.4. The Lessor retains the right during the currency of this Agreement of Lease or any extension thereof to require the Lessee to maintain such signage in the style and condition as originally approved.
- 3.5. Any failure to comply with the signage criteria as more fully provided in Annexure "G" shall constitute a breach of the terms of this Lease.
- 3.6. The Lessee agrees to effect the shop fitting efficiently and to cause minimal disruption to the other users of the Building. It is a material term of this Agreement that the Lessee commences with physical and actual shop fitting within 72 (seventy two) hours of the Fitting Out Date, *alternatively* within 72 hours after being given occupation. The Lessee shall ensure that its agents, employees, workmen, contractors, sub-contractors and suppliers, (hereinafter referred to as the "construction team") at all times comply with the instructions of the Lessor's Architects and/or Managing Agent, and warrants that all its contractors, sub-contractors and suppliers waive any liens to which they may be entitled. The Lessee shall forthwith and at its own cost repair any damage to the Building and/or Premises arising out of such shop fitting. All rubble resulting from the Lessee installation shall be removed by the Lessee at intervals of not longer than 24 hours, failing which the Lessor shall without prejudice to the other rights the Lessor has under this

that the construction team does not use fire hoses or firefighting equipment during the fit-out period of the Premises for any other purpose than their intended use. The Lessee indemnifies the Lessor against any loss it might suffer however arising as a result of the Lessee's breach of any of the foresaid undertakings. In addition, and if applicable, the Lessee shall procure signature of the Lessor's main Contractors' Occupational Health and Safety Act certificates by its construction team.

- 3.7. The Lessee warrants the completion of shop fitting by the Commencement Date, such date being adjusted where need be by virtue of the provisions of 2.2.7 hereunder. Any delay on the part of the Lessee completing the shop fitting shall not delay the said Commencement Date and rental shall, notwithstanding such delay, become payable from the Commencement Date.
- 3.8. In addition, the Lessee shall comply strictly with the date and time requirements relating to submission of drawings and other information and details that might be required in accordance with Annexure "G". Any delay in doing so on the part of the Lessee shall constitute a material breach and shall furthermore not delay the Commencement Date of the Agreement of Lease and the rental and other charges (if applicable) shall, notwithstanding such delay, become payable from the Commencement Date.
- 3.9. Furthermore and without prejudice to any other rights that the Lessor has in terms of this Agreement of Lease, should the Lessee fail to comply with the provisions of this sub-clause the Lessee shall be liable, in addition to any rental or other amounts payable and without prejudice to any of the Lessor's rights in terms hereof and in law, to pay the Lessor the penalty, as defined in Item 20 of the Schedule hereto, with effect from the Commencement Date up to and including the date that such breach is remedied.
- 3.10. If the Lessor is unable to give the Lessee access to the Premises on the Fitting Out Date as contemplated in Item 10 of the Schedule, or interrupts the Lessee's access to the Premises prior to the opening of its shop for trading, the Lessee shall have no claim for damages or right of cancellation and shall accept access on such later date on which the Premises are available. In the event of such a delay the Lessee shall be afforded a period for shop fitting in total similar to the number of days provided in Item 10 of the Schedule and the Commencement Date shall be extended to the day immediately following the day on which such period for shop fitting ceases. The Termination Date shall be extended accordingly. Should the Premises not be available for shop fitting within 6 (six) months of the date of access referred to in Item 10 of the Schedule, the Lessee shall be entitled to cancel this Agreement of Lease by giving the Lessor at least one calendar month's written notice.
- 3.11. Should any dispute arise regarding the Lessee's obligations in Item 10 of the Schedule and Clauses 2.2.1 to 2.2.7 hereof, then such dispute shall be submitted to the on the spot decision of the Lessor's architect whose decision shall be final and binding on the parties.
- 3.12. The Lessee shall at its cost, and prior to the Commencement Date, procure an Occupation Certificate, Certificate of Electrical Installation and or any other license, certificate, consent or grant required to conduct its business at the Commencement Date from the Premises.
- 3.13. The Lessee shall be liable for electricity, water, refuse and sewerage costs consumed during the Fitting Out Period.

4. MEASUREMENT

- 4.1. Should the area of the Premises (determined in terms of Clause 3.2 below) be found to differ from the Estimated Area of the Premises as stated in Item 7 of the Schedule, then the rental as stated in Item 11 of the Schedule will increase or decrease as per the actual Area Certificate supplied by the Lessor's architect and shall be refunded and payable to such party within 14 (fourteen) days of date of such certificate.
- 4.2. The area of the Premises shall be calculated by the Lessor's architect, using the SAPOA principles of measurement, whose certificate to that effect (given as an expert and not as an arbitrator) shall be final and binding on the Lessor and the Lessee and not capable of appeal or review. Any discrepancy between the area so measured and the area stated in Item 7 of the Schedule shall not entitle the Lessee to cancel this Agreement of Lease.

5. RENTAL AND PAYMENTS

- 5.1. The monthly rental payable by the Lessee to the Lessor during this Agreement of Lease is recorded in Item 11 of the Schedule and the rental is recorded in Annexure "A" hereto and if Item 19 of the said Schedule reflects a Turnover Rental Percentage then Turnover Rental shall be payable by the Lessee in terms of Annexure "I" hereto.

- 5.2. Parking rental shall be payable in terms of a separate agreement as, or to be finalised with the Managing Agent.
- 5.3. The Lessee shall pay such rental (and all other amounts payable unless otherwise specified in this Lease) monthly in advance on or before the first day of each calendar month of the lease period, via Electronic Fund Transfer ("EFT") or at the address set out in Item 2 of the Schedule or at such other address as the Lessor may notify the Lessee in writing, from time to time.
- 5.4. All rental and other amounts payable by the Lessee in terms of this Agreement of Lease shall be made without demand, free of exchange and without any deduction or set off whatsoever.
- 5.5. Any failure by the Lessor to render any statement or the late receipt or non-receipt thereof by the Lessee shall not in any way detract from the Lessee's obligations to effect payment of all amounts due in terms of this Agreement of Lease on the due date for payment thereof.
- 5.6. Without prejudice to and in addition to the other rights and remedies of the Lessor, the Lessee shall pay to the Lessor interest on any monies due, but unpaid by the Lessee to the Lessor in terms of this Agreement of Lease, such interest to be calculated at the rate of 2% (two per centum) above the Prime Rate, calculated daily and compounded monthly in arrears from the due date for payment of the monies in respect of which the interest is chargeable until the payment of such monies in full.
- 5.7. A certificate by the Lessor shall determine and prove the balance of the Lessee's indebtedness arising from this Agreement at any time. It shall not be necessary to prove the appointment of authority of the person signing such certificate on behalf of the Lessor and shall be prima facie proof of the fact of the Lessee's indebtedness, of the amount thereof and that same is due and payable at the date of signature of such certificate, the production of which shall discharge any onus of proof, which may rest on the Lessor to prove any fact certified therein. Such certificate shall serve as a liquid document in any competent court for the purpose of obtaining provision sentence or summary judgment against the Lessee thereon.

6. RENEWAL

The Lessee shall however be entitled to renew this Lease by giving written notice 6 (six) months prior to the termination date, for a further 5 (five) years upon such terms and conditions as the Lessor and the Lessee may agree upon, provided that written agreement is reached at least 3 (three) months prior to the termination date, failing agreement this Lease will terminate on the termination date.

7. SERVICES AND ADDITIONAL CHARGES PAYABLE BY THE LESSEE

- 7.1. In addition to rental, the Lessee shall pay on demand without set-off or deduction, on a monthly basis:
 - 7.1.1. the cost of all electricity which is separately metered, including but not limited to, basic electrical charges, electrical maximum demand charges, excessive use penalties as more fully provided in Clause 38 and all other electrical consumption (metered), including but not limited to the Lessee's signage illumination and the air-conditioning units servicing the Premises;
 - 7.1.2. the cost of water consumed on the premises and which is separately metered;
 - 7.1.3. the cost of sanitary fees, sewerage or effluent charges in respect of the Premises;
 - 7.1.4. the Lessee's Pro Rata share of Common Area electricity, water and sanitation and meter reading charges;
- 7.2. In addition to the rental and other charges referred to in 7.1, the Lessee shall pay, without set-off or deduction, on a monthly basis, on or before the 1st day of each calendar month:
 - 7.2.1. the Lessee's Pro Rata share of actual municipal assessment rates;
 - 7.2.2. the Lessee's Pro Rata share of refuse removal whether or not such services are utilised by the Lessee, provided that if the volume of refuse generated by the Lessee is higher per square metre of the space occupied than the average, the calculation will be weighted to take account thereof;
 - 7.2.3. the Lessee shall pay as a contribution towards the activities of a Marketing Fund established for the promotion of the Building of which the Premises form part. The Lessee's contribution shall be calculated as a percentage of the basic monthly rental as is stipulated as the Lessee's contribution in Item 14 of the Schedule;

- 7.3. Should the Local or any other responsible authority or supplier impose any new form of tax or levies in respect of the Building, then the Lessee shall pay to the Lessor the Pro Rata share thereof.
- 7.4. 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 Lessee shall not be entitled to a reduction of the monthly rental payable in terms of this Agreement of Lease, or withhold or defer payment of the monthly rental or have any claim of what against the Lessor or its agents, and the Lessee may furthermore not cancel this Agreement of Lease.
- 7.5. The Lessor shall be entitled to recover from the Lessee its Pro Rata share of the electrical and/or water deposit payable from time to time to the local council or service provider. This amount shall be repaid without interest to the Lessee upon termination of this Agreement of Lease, minus any amounts outstanding in respect of electricity or water consumption as recorded in 5.1 above.
- 7.6. The Parties agree that the use of and/or supply of electricity is not an incident of possession of the Leased Premises and that the Lessor may cause the electricity to the Premises to be disconnected if the Lessee is in default of any of its payment obligations in terms of this Agreement and/or in case of cancellation of this Agreement.

8. USE OF PREMISES

- 8.1. The Lessor warrants that the Property is zoned for retail use.
- 8.2. The Lessor does not warrant and this Agreement of Lease is not entered into on the basis that:
 - 8.2.1. the Premises are or will at any time be suitable for the use set out in Item 5 of the Schedule or for any other purpose whatsoever;
 - 8.2.2. the Lessee will be granted any licences, consents, authorities or permits in respect of the Premises for the conduct of any business or for any other type of use, or that any such licences, consents, authorities or permits will be renewed from time to time;
 - 8.2.3. any other premises in the Building will not be let for the same or similar purposes.
- 8.3. The Premises shall be used for the purpose stipulated in Item 5 of the Schedule and for no other purpose whatsoever without the prior written consent of the Lessor, which consent the Lessor shall be entitled to withhold without assigning any reason for withholding its consent.
- 8.4. The Lessor shall have the right from time to time in writing to make or vary House Rules that govern the relationship between lessees and generally the use of the Building and Common Areas and the Lessee undertakes to comply with these rules. A copy of the house rules is attached as Annexure "E" hereto.
- 8.5. The Lessee shall comply with and not contravene or permit the contravention of all applicable laws, by-laws and regulations (which regulations shall without limiting the generality thereof include the Occupational Health and Safety Act, the National Building Regulations and SABS codes) and especially, but not limited to, those laws, bylaws and regulations relating in particular to the Lessee or occupiers of business premises or the conduct of any business carried on in the Premises. The Lessee shall not contravene or permit the contravention of any of the conditions of title under which the Property is held by the Lessor or any of the provisions of the Town Planning Scheme applicable to the Property and not do or cause or permit to be done in or about the Premises anything which may be or cause a nuisance or disturbance to invitees or other occupants of the Building or occupiers of neighboring premises. Nothing in this clause shall entitle any Lessee or person to oblige the Lessor to take action in terms of this sub-clause nor shall any Lessee or occupier derive any rights from the provisions of this clause.

9. USE OF JOINT FACILITIES AND COMMON AREAS

- 9.1. The Common Areas of the Property and the Building shall at all times be subject to the exclusive control and management of the Lessor, and the Lessor, shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect thereto. The Lessor shall have the right to construct, maintain and operate lighting and advertising and promotion facilities wheresoever it decides in the Common Area and to police the same; from time to time to change the area, location and arrangement of parking areas and other facilities in the Common Areas; to restrict parking by lessees, their officers, agents and employees to employee parking areas; to close temporarily all or any portion of the parking areas or facilities; to discourage non-customer parking; and to do or perform such other acts in and to the Common Areas as in the use of good business judgment the Lessor shall determine to be advisable with a view to an improvement of the convenience and use thereof by customers and by lessees, their officers,

agents and employees. The Lessor shall furthermore be entitled to operate, vary and maintain the Common Area in such a manner as it will in its sole discretion decide. The Lessor reserves the right at any time to charge customers and lessees and their staff for parking and / or the use of toilets and to outsource the management of the parking and / or toilets.

- 9.2. No goods, packing cases, furniture, safes or similar items shall be taken into the passenger lifts of the Building without the prior written consent of the Lessor.
- 9.3. No vehicles of whatever nature shall be brought through any of the entrances to the Property, except through appropriate vehicle entrances.
- 9.4. The Lessee shall have the right of reasonable use, having regard to the rights of other customers and lessees, of the Common Areas including, service roads, loading facilities, side-walks and Common Area yards, toilets and other conveniences provided by the Lessor on the Property or in the Building.
- 9.5. The Lessee shall ensure that the Common Areas and facilities are not used as eating places, smoking areas, or general resting areas by its staff and invitees, and shall procure that its staff and invitees do not misuse the facilities in any other way.
- 9.6. The Common Areas and facilities are used by the Lessee and its employees or invitees at own risk, and the Lessor shall not be liable for injury to any person or for any other damage or loss, however caused, resulting from the use of such conveniences and facilities.
- 9.7. If the Lessee, its officers, agents or employees cause any damage to the Common Areas or any part thereof, whether negligently or otherwise, the Lessee shall, at the election of the Lessor, and on written demand from the Lessor, either: -
 - 9.7.1. forthwith at its cost repair the damage caused to the Common Areas or any part thereof; or
 - 9.7.2. forthwith make payment to the Lessor of the costs of repairing such damage.

10. ALTERATIONS AND ADDITIONS, REFURBISHMENT AND/OR REVAMP

- 10.1. The Lessee shall not make any alterations, additions to or refurbishments and/or revamping of the Premises without the Lessor's prior written consent.
- 10.2. Any alterations or additions which are of a permanent nature such as plumbing, partitioning, flooring, tiling, carpeting, electrical installations, paneling and such, shall become the property of the Lessor without compensation to the Lessee. The Lessor shall notwithstanding the aforesaid be entitled to require the Lessee to remove any alterations or additions so made and to restore the Premises to its Basic Condition, even where the Lessee acquired the Premises with fixtures and fittings. Upon vacating the Premises at the Termination Date or earlier date, if applicable, the Lessee shall be liable for the cost of cleaning, clearing and restoring the Premises to its Basic Condition unless the Lessor exempts the Lessee in writing or chooses to retain certain or all alterations or additions, which shall become the property of the Lessor without reimbursement or compensation as aforesaid. The Lessee hereby waives any lien in respect of alterations or additions.
- 10.3. The Lessor shall also be entitled to approve in writing contractors, plans and specifications without incurring any liability whatsoever. Local Authority or other approval shall be obtained by the Lessee before commencement of the work. The Lessee shall on completion of such alterations obtain all the required certificates, licenses, approvals or consents, including but not limited to an Occupation Certificate as well as a Certificate of Electrical Compliance.
- 10.4. While for any reason or on any grounds that the Lessee occupies the Premises (which shall be deemed to be the case, notwithstanding the disputes referred to in this clause, without prejudice to the Lessor's rights, in the event of a failure by the Lessee, if so directed by the Lessor, to remove fixtures, fittings and assets in terms of Clause 9.2 above) and the Lessor disputes its right to do so, then until the dispute is resolved whether by settlement, arbitration or litigation, the Lessee shall (notwithstanding that the Lessor may contend that this Agreement is no longer in force) continue to pay (without prejudice to its rights) the rental and all such further amounts as may be payable by the Lessee in terms of this Agreement, and the Lessor shall be entitled to accept and recover such payments, and such payments and the acceptance thereof or any other conduct by the Lessor shall be without prejudice to and shall not in any way whatsoever affect the Lessor's claim then in dispute. If the dispute is resolved in favour of the Lessor, the payments so made and received shall be deemed to be amounts paid by the Lessee on account of damages suffered by the Lessor by reason of the unlawful occupation or holding over by the Lessee.

11. MAINTENANCE

- 11.1. The Lessor shall maintain the exterior of the Building (excluding advertising signs, window panels and shop fronts, doors and door mechanisms), roofs, lifts and escalators (if any), but not such items as are exclusive to the Premises, including but not limited to, fixtures or fittings which the Lessee has in or has installed in the Premises, however not limited to fixtures or fittings, which the Lessee is obliged to maintain in terms of the provisions of this Agreement of Lease.
- 11.2. The monthly and annual maintenance services of the air-conditioning units/plants, ventilation and/or extraction units and fire fighting equipment dedicated to the Premises shall be the Lessee's responsibility. The Lessee is obliged to take out a maintenance contract with a reputable contractor and to provide a copy of the contract to the Lessor if so required.
- 11.3. Should the Lessee not comply with this clause any repairs shall be for the cost of the Lessee.
- 11.4. Air-conditioning units/plants servicing more than one lessee shall be serviced by the Lessor who shall be entitled to recover such cost from the Lessee, pro rata to square meterage to total Lessee's area serviced by these plants/units. A certificate issued by the agent of the Lessor shall be *prima facie* proof of such cost incurred.
- 11.5. In the event of the Premises being served by means of an air-conditioning plant controlled by the Lessor, the Lessor may from time to time determine rules in respect of the switching on and off of the air-conditioning plant.
- 11.6. The Lessee shall care for and maintain the interior and exterior of the shop fronts (including the glass) and interior of the Premises and any fittings therein in good order and repair during the period of the Agreement of Lease. At the termination of the Agreement of Lease, the Premises shall be returned to the Lessor in the same good order and condition as it was at the commencement date, fair wear and tear excepted. The Lessee shall make good and repair at its own cost any damage or breakages. Should the Lessee fail to repair, replace or maintain the Premises as set out above or as directed in Clause 10.1 above, the Lessor shall be entitled to effect such repairs at the Lessee's costs who shall pay such expense on demand. Without detracting from the generality of the above, the Lessee shall repair any damage caused to the doors, windows, ceiling(s), floors and walls of the Premises which may be occasioned by any cause including forcible entry or exit and malicious damage.
- 11.7. The Lessee shall furthermore be responsible for glass, internal and external, mirrors, air-conditioners, window panels and shop fronts (also including doors and door mechanisms) in or on the Premises and shall insure same against such risks from time to time and provide proof of such insurance upon request by the Lessor.
- 11.8. The Lessor shall be entitled to effect any repairs, alterations or improvements and additions to the Building and to install all necessary equipment to bring about such work as may be required. The Lessor shall be entitled to enter upon the Premises in order to do such work and the Lessee shall not have a claim for compensation, damages or remission of rental.

12. LESSOR'S RIGHT OF ENTRY

Notwithstanding any terms contained in this Agreement, the Lessor shall be entitled to enter the Premises at all reasonable times.

13. INSURANCES

- 13.1. The Lessor shall at its cost keep the Building insured.
- 13.2. The Lessee shall not, without the Lessor's prior written consent, store, harbour or permit the harbouring of any article upon the Premises, or do or permit any activity, as a result of which the Lessor's insurance of the Building may be liable to become void or voidable, or may attract increased premiums.
- 13.3. If the insurance premiums payable by the Lessor in terms of Clause 13.1 are increased due to the presence of any article on the Premises whether with or without the Lessor's consent, the Lessee shall be liable for and shall pay to the Lessor upon demand the amount of such increase.
- 13.4. In addition to Clause 11.7, the Lessee shall during the currency of this Agreement of Lease or any renewal (if applicable) thereof, at its cost maintain suitable insurance policy/ies covering (including but not limited to):

[Handwritten signature]

- 13.4.1. adequate public liability insurance and insurance against all risks that the Lessee bears under this Agreement of Lease and arising from its occupancy of the Premises,
- 13.4.2. the loss, damage or destruction against all risks of the Lessee's fixtures and fittings, installations, equipment, merchandise, books, records and documents in the Premises.
- 13.4.3. damages, the loss of profit resulting from fire or storm and special perils, explosions, flood, earthquakes, tempest, hail, riot, robbery (or attempted), theft (or attempted), forcible entry (or attempted), protest, strike, damage and other risks or due to any damage or destruction to the Premises or any part thereof or anything contained therein and the Lessee indemnifies the Lessor against any such claim arising from such loss or damage.

14. LESSOR'S LIABILITY

- 14.1. The Lessor shall not be liable for any direct or indirect loss, damage or injury whether direct or consequential of any nature suffered by the Lessee, its directors, agents, employees, invitees or any other person, (including loss of profits) by reason of the escalators or lifts, air-conditioning installation or the interruption for any reason whatsoever and/or supply of electricity, water, gas or other amenities and services in or on the Premises being out of use or out of order or the complete cessation of such amenities or services or for damage to any of the assets of the Lessee including but not limited to stock-in-trade, fixtures, fittings, books and papers and other goods, or be liable for any injury or loss of life to the person of the Lessee or the Lessee's employees or invitees as a result of the overflow or failure of water supply or any leakage or any fault in the plumbing works or any electrical fault or by reason of the elements of the weather or failure on the part of the Lessor to carry out any work or of any latent or patent defect in the Premises or of any other cause whatsoever including negligence of the Lessor and the Lessee indemnifies the Lessor against any claims howsoever arising. Specifically and without limiting the foregoing, no omission or commission by the Lessor and in particular the provision of any security service to the Building or Property, shall be construed in any manner whatsoever as an acceptance by the Lessor of any responsibility or liability towards the Lessee or any other person.
- 14.2. The Lessee shall not be entitled to cancel this Agreement of Lease, or reduce any of the amounts payable in terms of this Agreement of Lease, or fail to make payment of any amounts payable in terms of this Agreement of Lease, or set off any claim it might have against such amounts as a result of damage, losses or injury as set out in 13.1 above.
- 14.3. Neither shall the Lessor be liable for the receipt or non-receipt of the delivery or non-delivery of goods, postal matter or correspondence, nor shall it be liable for anything which the Lessee or any employee or any client, licensee, visitor or invitee of the Lessee may have deposited or left in the Leased Premises or in any part of the Building. All goods brought by the Lessee onto the Property shall be placed there at its sole risk and no responsibility whatsoever therefore is undertaken by the Lessor. The Lessee acknowledges that the Lessor shall not in any way be responsible for any loss, theft or damage of any kind to any of the Lessee's property whilst contained in the Property. The Lessee indemnifies the Lessor against claims by its employees, clients, licensees, visitors and invitees in respect of the foregoing.
- 14.4. Should the Building still be in the course of construction and/or redevelopment at the Commencement Date or during the Lease Period, the Lessee acknowledges that he/it must necessarily suffer a certain amount of inconvenience as a result of the building operations caused by *inter alia* noise and dust resulting from such building operations, as well as from the interruption in the supply of electricity, gas, water and non-availability of air-conditioning or other amenities. The Lessee will have no claim against the Lessor for compensation or damages or for a remission of amounts payable by the Lessee by reason of any such inconvenience during the period of construction or redevelopment.
- 14.5. The limitation of the liability of the Lessor in terms of this Clause 13 shall not apply in the event of gross negligence on the part of the Lessor.

15. LIABILITY OF PARTNERS

If the Lessee is a partnership then by signature hereto, the individual partners of the Lessee bind themselves, both as a partnership and jointly and severally as individuals, for all the Lessee's obligations to the Lessor under or arising out of this Agreement of Lease. Similarly joint lessees shall be jointly and severally liable for all their obligations as Lessees under or arising out of this Agreement of Lease.

16. SUBLETTING AND CHANGE IN CONTROL

- 16.1. The Lessee shall not wholly or partially transfer, cede, assign, pledge or hypothecate any of its rights and obligations in terms of this Agreement of Lease to another, sublet the Premises or part thereof or give up occupation or possession thereof or part thereof without the prior written consent of the Lessor.
- 16.2. If the Lessee is -
- 16.2.1. a company whose shares are not listed on a recognized stock exchange, no such shares therein shall be transferred from its shareholder/s nor may any shares be allotted to any person other than the then existing shareholders without the Lessor's prior written consent, save in the case of an allotment or transfer of shares to a deceased shareholder's heir; or
- 16.2.2. a close corporation, no member's interests therein shall be transferred in whole or in part from its members without the Lessor's prior written consent, save in the case of the transfer of a member's interests or part thereof which will still leave control of the Lessee with the remaining members or of a transfer of a member's interest to a deceased member's heir.
- 16.3. Any transfer or allotment of shares or transfer of the whole or any part of a member's interest, as the case may be, effected without the consent of the Lessor required in terms of 15.2 shall constitute a material breach by the Lessee of the terms of this Agreement of Lease.

17. LESSEE'S GENERAL OBLIGATIONS

- 17.1. The Lessee shall:
- 17.1.1. **MONTHLY STATEMENT OF TURNOVER** - notwithstanding anything to the contrary in the provisions of this Lease, the Lessee shall submit to the Lessor within 7 (seven) days of the end of each calendar month an unaudited statement of the net turnover as well as the number of transactions recorded for that specific month. The Lessor shall treat this information as confidential and shall use it only for the purpose of determining trading trends and not for calculation of turnover rentals. Net turnover shall be the total sales excluding VAT (Value Added Tax).
- 17.1.2. clean the exterior of its shopfronts and shopfront signage and keep the Premises in a clean condition;
- 17.1.3. at all times ensure that shop premises are adequately stocked and properly staffed and shall not in any manner obscure or allow shop windows to be obscured;
- 17.1.4. keep the Premises continuously open and trading during business hours of the Building as recorded in Item 21 of the Schedule. The Lessor shall determine such business hours and days from time to time and advise the Lessee thereof in writing. Without prejudice to any other rights the Lessor has under and in terms of this Agreement of Lease, if the Lessee fails to comply with the provisions of this sub-clause, the Lessee shall be liable to pay the Lessor the daily penalty referred to in Item 21 of the Schedule for each full business day that the Lessee is in breach of these provisions or the hourly penalty for each hour that the Lessee is in breach of these provisions if the Lessee is in breach for less than a full business day, or at the option of the Lessor, shall be a breach of contract as contemplated in Clause 21. The Lessee shall however be entitled to open the Premises for trading hours in excess of the business hours of the Building provided that the Lessor has given its written consent;
- 17.1.5. pay for the replacement of all lamps, starters, ballasts and incandescent lamps used in the Premises and shall not interfere with the electrical installation or equipment belonging to the Lessor and shall not overload the electrical system or any other service;
- 17.1.6. not place on the floor or attach to the walls, ceilings or any part of the Premises fittings or equipment which may be too heavy a load therefore;
- 17.1.7. not damage the walls, ceilings or any other portion of the Premises;
- 17.1.8. not install any floor covering, lighting, plumbing, fixtures or shades or make any change to the shop front or any window of the Premises without the prior written consent of the Lessor;
- 17.1.9. prevent any blockage of any sewer, water pipe or drain and at the Lessee's cost remove such blockage or obstruction should it occur;
- 17.1.10. allow the Lessor to affix any notices to the Premises as required by law or in terms of any application

and allow prospective lessees of the Premises or purchasers of the Building to enter on the Premises or Building at all reasonable times;

- 17.1.11. shall not place any signage or advertising material of any kind whatsoever anywhere on the outside of the Premises except for its approved standard national signage. No awnings, unless part of the approved shop design, containers, merchandise, display tables or any other matter is permitted anywhere outside the Premises. Any signage, advertising material, decoration or display inside the shop front to a depth of 2 metres into the Premises from the shop front, shall be to the satisfaction of the Lessor and the Lessor shall be entitled to require the Lessee to remove or change same;
- 17.1.12. provide and use bins or containers for refuse removal at its cost as may be necessary or specified by the Local Authority or the Lessor and keep the bins and the containers in a neat and tidy condition and replace them from time to time and to remove all refuse to the designated refuse area/s in or adjacent to the Building as frequently as the Lessor may direct and if the Lessee conducts the business of a restaurant or food store or the like the Lessee at its cost shall provide such grease traps, in sink electric garbage disposal, storage equipment and receptacles and smoke, vapour and odour extraction systems as may be required by all applicable laws, by-laws and regulations or as may be required by the Lessor;
- 17.1.13. use such compactor or incinerator service as the Lessor may provide in respect of its refuse, at the Lessee's cost;
- 17.1.14. ensure that the quality of merchandise shall be of high standard at all times and not hold or permit to be held any auction at the Premises or trade as a factory shop and the Lessee shall not hold sales of merchandise or services at discount prices in the Premises at intervals of less than 8 (eight) weeks without the Lessor's prior written consent. Furthermore, merchandise or services shall be sold at full retail price unless sold on a sale during a predetermined and planned sale period as mentioned above;
- 17.1.15. not leave or permit to be left any goods or articles upon or in the services areas, landings, stairways, fire escapes or passages or in any part of the Building or Property other than specific areas allocated for the express purposes intended, in which areas no unreasonable accumulation of any articles or matters should be made or permitted by the Lessee;
- 17.1.16. provide adequate security for the Premises, at the Lessee's sole cost and responsibility;
- 17.1.17. comply with the Lessor's House Rules applicable to the Building from time to time. Failure to comply with the House Rules will amount to a material breach of the terms of this Agreement of Lease;
- 17.1.18. ensure that its shop front and signage lighting remains lit until 22h00 each day or such time as determined by an amendment to the House Rules;
- 17.2. Without prejudice to the rights of the Lessor (including the right of cancellation in the case of breach in terms of Clause 22) the Lessor shall be entitled to collect a penalty at the rate stipulated in Item 20 of the Schedule, for any breach of this clause should it be deemed necessary.
18. **REINSTATEMENT OF THE LEASED PREMISES**
 - 18.1. On vacating the Leased Premises the Lessee shall, at its cost, either reinstate the Leased Premises to the same good order as at the commencement of the original Lease Agreement or the following conditions shall apply:
 - 18.1.1. the Premises are to be cleared of all stock, furniture and fittings and all interior building work, any damage caused by such removal to be made good;
 - 18.1.2. make good any damage to all walls and paint with two coats of white PVA;
 - 18.1.3. remove floor covering and restore to original surface or bare screed;
 - 18.1.4. ceilings to be cleaned and restored to original ceilings, should false ceiling have been installed;
 - 18.1.5. lighting at minimum 400 lux level;
 - 18.1.6. remove all advertising signs from shop fronts, facades and make good any damage caused. Any canopies or awnings to be removed;

- 18.1.8. standard electrical supply and DB board reinstated as required by the Lessor;
- 18.1.9. an Electrical Compliance Certificate to be issued by an accredited electrical contractor, which contractor is approved by Campus Square; and;
- 18.1.10. original plumbing supply and fittings to be reinstated and to be in good working order. Any alterations and/or additions to be removed and made good.
- 18.2. The Lessor shall be entitled (without prejudice to any other rights and remedies which it may have) to give the Lessee written notice advising the Lessee that it does not require the Lessee to remove certain fixtures and fittings from the Lease Premises, in which event such fixtures and fittings will become the property of the Lessor without any compensation payable to the Lessee therefor.
- 18.3. Should the Lessee fail to comply with its obligations in terms of 18 above by the vacate date, the Lessor shall be entitled to proceed with the reinstatement of the Premises and shall have the right to recover the cost from the Lessee's deposit or invoice the Lessee accordingly.

19. DAMAGE OR DESTRUCTION

19.1. The Lessor may cancel this Agreement of Lease if:

- 19.1.1. the Premises are destroyed or are damaged to such an extent as to be substantially untenable; or
- 19.1.2. there is damage to the Building such that, although Clause 18.1.1 does not apply, the Premises have been rendered substantially untenable because of absence of access or supply of any necessary service or amenity; or
- 19.1.3. there is destruction or damage to the Building or parts thereof, whether or not the Premises are involved and the Lessor determines to put an end to the tenancies in the Building in order to engage in reconstruction, renovation or rebuilding.

19.2. The cancellation under Clause 19.1 shall be by written notice within 60 (sixty) days of the taking place of the event referred to in Clause 19.1 giving rise to the cancellation, provided that in the case of notice given in terms of Clause 19.1.1 or Clause 19.1.2 such notice shall be deemed to be effective as from the date on which the damage or destruction, as the case may be, took place, and in the case of notice given in terms of Clause 19.1.3, such notice shall be deemed to be effective on the expiration of a period of 30 (thirty) days of the giving of such notice.

19.3. In the event that there is a dispute as to whether the Premises are destroyed or are damaged to such an extent as to be substantially untenable, the Lessor's Architect's Certificate will be *prima facie* proof as to whether the Premises are untenable or substantially untenable, alternatively the extent (if applicable), the Lessee is deprived of beneficial occupation and enjoyment of the Premises or not.

19.4. If:

19.4.1. there is damage to the Premises or to the Building so as to affect the enjoyment of the Premises, but not to such extent as to entitle the Lessor to cancel under Clause 19.1; or

19.4.2. the Lessor does not exercise its right to cancel under Clause 19.1 when entitled to do so;

then this Agreement of Lease shall continue, but the Lessee shall be entitled to a remission of rental for the period during which and to the extent to which it is deprived of beneficial occupation and enjoyment of the Premises, provided that such damage was not occasioned by any act or omission by the Lessee, its agents, representatives, invitees, contractors or employees.

19.5. The Lessee shall not be entitled to cancel this Agreement of Lease by reason of damage to or the partial or total destruction of the Premises unless the Lessor, having elected not to cancel in terms of the foregoing provisions, fails to comply with its obligations to reinstate the Premises within a reasonable time.

20. RE-BUILDING AND EXTENSION

20.1. The Lessor may terminate this Agreement of Lease or any renewal thereof by giving the Lessee 6 (six) months written notice to such effect in all or any of the following circumstances: -

20.1.1. should the Lessor wish to demolish the Building and/or the Premises; or

- 20.1.2. should the Lessor wish to reconstruct and/or renovate the Building and/or the Premises, provided always that such reconstruction and/or redevelopment and/or renovation be of a substantial and/or major nature.
- 20.2. The Lessee shall not have any claim for damages of whatsoever nature and howsoever arising by reason of the early termination of this Agreement of Lease as provided above.
- 20.3. The Lessor shall, however, have the right at any time to commence the reconstruction and/or redevelopment and/or renovation of the Building, other than the Premises, and these operations may proceed while the Lessee is in occupation of the Premises.
- 20.4. Notwithstanding the implementation of any work as contemplated in clause 20.3 above, the Lessee shall have no right to object to such work or to claim any rebate of amounts payable in terms of this Agreement of Lease, or have a claim for damages, howsoever arising, during the period in which the said work may be in progress.

21. RELOCATION

- 21.1. The Lessor shall be entitled at any time prior to the Commencement Date, or during the Lease Period or Renewal thereof (if applicable) to offer to the Lessee in writing reasonably comparable alternative Premises elsewhere in the Building. Notice of such offer shall be given to the Lessee stating the asking rental that will be payable for the alternative premises and the date upon which the same will be available (which date in the case of relocation after the commencement of this Agreement of Lease will not be less than 6 (six) months after the date of such notice). The offer shall further state the amount which the Lessor offers the Lessee as a reasonable contribution to the Lessee's moving costs, which amount shall not necessarily be negotiable and which shall not be subject to arbitration or adjudication as referred to below in this Clause 21.
- 21.2. Should such offer be accepted in writing the Lessee will move to the alternative premises on the date stated in the notice and all the provisions of this Agreement of Lease will thereafter apply to the alternative premises *mutatis mutandis* other than the rental which in the absence of a written agreement between the parties before the expiry of the time stated in the offer referred to in 20.1, shall be the then current market rental appropriate to the Premises of the nature of the alternative premises as determined by an independent person, which person shall have not less than 10 (ten) years retail letting experience in regional shopping centres, and which person shall be appointed by the Parties jointly, and in the absence of the appointment of such party, appointed by the President of the South African Council of Shopping Centres and for that purpose, such independent person shall act as an expert and not an arbitrator.
- 21.3. Should the alternative premises be premises which are in existence at the date of signature hereof, then the basic monthly rates stipulated or calculable herein shall remain unchanged. If the alternative premises are however newly constructed, then such independent person, as mentioned in 21.2 above, shall in the absence of agreement between the parties, also determine the prevailing market rates of rental escalation and turnover rental for the alternative premises.
- 21.4. Should the Lessee fail to accept in writing such offer within fourteen (14) days of its having been made or within 14 (fourteen) days of the date of final determination by the independent person as set out in Clause 21.2 above, the Lessor shall be entitled to terminate this Agreement of Lease upon not less than 6 (six) months' notice to that effect.
- 21.5. The parties agree that this Clause 21, as well as portions therefrom, is severable from this Agreement of Lease and if this Clause 21 or portions therefrom is held to be unenforceable, such clause or clauses shall be severed from the Agreement of Lease and regarded as *pro non scripto*.

22. BREACH BY LESSEE

- 22.1. Should the Lessee:
- 22.1.1. fail to pay any rental or other amount due by the Lessee in terms of this Agreement of Lease on due date; or
- 22.1.2. commit a breach of any other material term of the Lease; or
- 22.1.3. use the Premises for any purpose whatsoever other than the purpose referred to in Clause 8.3 and stipulated in Item 5 of the Schedule; or

- 22.1.4. If the Lessee is operating its business in the Premises under a franchise agreement and the Lessee fails to retain the said franchise in respect of the Premises, or be interdicted (permanently or temporarily) from conducting business under the name and style of the franchise; or
- 22.1.5. commit any act which is unlawful, immoral or which constitutes immoral business practice; or
- 22.1.6. make any general assignment for the benefit of its creditors or compromise with its creditors generally or be placed under provisional or final liquidation or provisional or business rescue proceedings or through its shareholders and/or directors take any resolution to carry out the aforesaid acts; or
- 22.1.7. have any judgement in excess of R20 000-00 (twenty thousand Rand) taken against it, and the Lessee fails within 7 (seven) days of its becoming aware thereof either to satisfy same or to take steps (and thereafter actively to pursue such steps) to appeal or set aside such judgement; or
- 22.1.8. remove or allow the removal of any item which is the object of and falls under the Lessor's hypothec;
- 22.1.9. be unable, or fails or admits an inability in writing, to pay its debts as and when they fall due; or
- 22.1.10. make any representation in connection with its financial affairs, which proves in any material respect to have been incorrect or untrue when made; or
- 22.1.11. breach any of the terms or conditions of this Lease Agreement and thereafter again breach any term or condition of this Lease Agreement (whether the same term or condition or not) within a period of 12 (twelve) months after the earlier breach aforesaid; or
- 22.1.12. commit any other breach of any term or condition of this Lease Agreement and fail to remedy that breach within a period of 7 (seven) days after the receipt of written notice to the effect to it by the Lessor (provided that should that breach be one which is not reasonably capable of being remedied within the said period of 7 (seven) days, then the Lessee shall be allowed such additional period as is reasonably required therefor); or
- 22.1.13. commit any act of insolvency;
- 22.2. Then and in any of such events the Lessor shall, without prejudice to its rights to damages or to its right to eject the Lessee from the Leased Premises or to any other claim of any nature whatever that the Lessor may have against the Lessee as a result thereof, the Lessor may:
- 22.2.1. be entitled to cancel this Lease Agreement; or
- 22.2.2. elect that, by virtue of the Lessee's factual occupation of the Leased Premises, thereafter, the Lessee shall continue to be bound for the full period of the Lease Agreement and on the same terms and conditions contained herein, save that the Lessor shall be entitled to terminate the Lease Agreement by giving 1 (one) month's written notice to the Lessee without prejudice to the Lessor's claim for arrears of rent and other charges and damages which it may have suffered by reason of the Lessee's breach of contract.
- 22.3. While the Lessee remains in occupation of the Leased Premises and irrespective of any dispute between the parties, including, but not being restricted to, a dispute as to the Lessor's right to cancel this Lease, then
- 22.3.1. the Lessee shall continue to pay all amounts due to the Lessor in terms of this Lease Agreement on the due dates;
- 22.3.2. the Lessor shall be entitled to recover and accept those payments but the acceptance by the Lessor of those payments shall be without prejudice to and shall not in any manner whatsoever affect the Lessor's claim to cancellation of this Lease Agreement or for damages or claim of any other nature whatsoever. Should the dispute between the Lessor and Lessee be determined in favour of the Lessor, then the payments made to the Lessor in terms of this sub-clause shall be regarded as amounts paid by the Lessee on account of the loss and/or damages sustained by the Lessor as a result of the holding over by the Lessee of the Leased Premises.
- 22.4. In the event of the Lessor instructing its attorneys to take measures for the enforcement of any of the Lessor's rights under this Lease, the Lessee shall pay to the Lessor such collection charges, tracing fees and other legal costs, on an attorney and own client basis, as shall be charged by such attorneys to the Lessor, on demand made therefor by the Lessor.

- 22.5. The Lessee hereby consents in terms of Section 45 of the Magistrate's Courts Act of 1944 (or any similar section in an Act replacing that Act) to the jurisdiction of the Magistrate's Court for the purpose of any proceedings in terms of or incidental to this Lease, provided that the Lessor, at its option, shall have the right to institute proceedings in any division of the High Court having jurisdiction, and in the event of the Lessor electing to institute proceedings in the High Court, then the costs shall be determined on the scale applicable to the High Court.
- 22.6. A certificate signed by a director, company secretary, credit manager or internal accountant of the Lessor or the Lessor's quantity surveyor or agent shall be apparent proof of the amount of any indebtedness owing by the Lessee to the Lessor at any time and also of the fact that the due date of payment of the whole or, as the case may be, any portion of that amount has arrived.
- 22.7. Should the Lease Agreement be cancelled or terminated at any time prior to the expiry date, for any reason whatsoever, the Lessee shall refund to the Lessor a pro rata portion of the leasing agent's commission calculated at the ratio that the unexpired period of the Lease Agreement bears to the total period of the Lease, within 7 (seven) business days of the date of such cancellation or termination.
- 22.8. Should the Lessee remain in occupation of the Leased Premises (with or without the Lessor's consent) and without concluding a written agreement, if applicable, after the Termination Date, the Lease Agreement shall continue on a monthly basis, however, the basic monthly rental (notwithstanding what is recorded elsewhere in this Lease Agreement) shall escalate by 20% (twenty per cent) compounded, added to the rental payable at the last month of the Lease Agreement term. The foregoing shall be without prejudice to any rights of the Lessor in terms of this Lease Agreement or in law and shall not constitute a tenancy other than on a monthly basis as recorded herein and shall also be without prejudice to any action the Lessor may take and/or may have taken to evict the Lessee or any person claiming occupation through or under it from the Leased Premises.
- ~~22.9. In the event of an early termination of the Lease for whatever reason, then the Tenant Installation Allowance as set out in paragraph G of Annexure "G1" or then a portion thereof, shall be repaid to the Lessor after applying the following formulae:~~

~~$$\frac{\text{Tenant Installation Allowance paid by Lessor} \times \text{Lease Period Remaining on the Lease (in months)}}{\text{Total Lease Period (in months)}}$$~~

~~Total Lease Period (in months)~~

~~= Amount to be repaid to the Lessor by the Lessee on the date of termination~~

~~The foregoing amounts shall be payable upon termination by the Lessee without set off or deduction.~~

- 22.10. Without prejudice to any of the other rights of the Lessor from due date to date of payment, the Lessee shall pay interest at the rate of 2% (two per cent) above Prime Rate per month or part thereof during the period while the payment is outstanding on all amounts (rental and costs or otherwise) due by the Lessee to the Lessor in terms of or arising out of this Agreement of Lease, including any monies disbursed by the Lessor on behalf of the Lessee.
- 22.11. Should the Lease Agreement be cancelled and if the Lessee is a franchisee and Annexure "F" has been completed and signed by the Lessor, the Lessee and the franchisor, the provisions of Annexure "F" shall come into operation. In doing so the Lessor shall be entitled immediately to remove from the Premises any goods situate therein and/or to make the Premises available for a new lessee, in which event the Lessee shall have no claim whatsoever for damages or otherwise against the Lessor. Any goods so removed from the Premises shall be stored at the cost and risk of the Lessee.

23. BREACH BY LESSOR

Should the Lessor commit or allow the commission of any breach of this agreement and fail to remedy such breach within a period of 14 (fourteen) days (or such longer period as may be reasonable under the circumstances) after receipt of written notice to that effect from the Lessee, then and in any such event the Lessee shall (without prejudice to any of the Lessee's rights under this agreement and/or at law) have the right to:

- 23.1. claim immediate specific performance, or
- 23.2. itself remedy the Lessor's breach and claim from the Lessor all costs and expenses incurred in remedying such breach.

24. DEATH OF LESSEE

Where the Lessee is a natural person and where such Lessee dies during the currency of this Agreement of Lease or any extension thereof, the Lessor may either

- 24.1. by giving 1 (one) calendar month's written notice cancel the Agreement of Lease and resume possession of the Premises, without prejudice to its claim for arrear rental and costs and other amounts owing hereunder or for damages which may be owing to it in terms of the Agreement;

Or

- 24.2. vary the Agreement of Lease by making it terminable on 1 (one) calendar month's written notice given by the Lessor.

25. PAYMENT OF RENTAL AND COSTS IF CANCELLATION DISPUTED

If for any reason or on any ground the Lessor disputes the Lessee's right to occupation of the Premises, the Lessee shall, pending settlement of any dispute, continue to pay an amount equivalent to the sum of the monthly rental and other charges in this Agreement of Lease, monthly in advance on the first day of each month and the Lessor shall be entitled to accept and recover such payments without prejudice to the Lessor's rights which, without limitation, include the right to recover the actual damages suffered by it. Such payments and the acceptance thereof or any conduct by or on behalf of the Lessor shall be without prejudice to, and shall not in any way whatsoever affect the Lessor's claim of cancellation then in dispute. If the dispute is resolved in favour of the Lessor, the payments made and received in terms of this clause shall be deemed to be amounts paid by the Lessee on account of damages suffered by the Lessor by reason of the cancellation of the Agreement of Lease or the unlawful holding-over of the Premises by the Lessee.

26. JURISDICTION AND COSTS

At the option of the Lessor and in its sole discretion, any action or application arising out of this Agreement of Lease or any suretyship furnished for the obligations of the Lessee, may be brought in the Magistrates Court having jurisdiction in respect of the Lessee or the surety/ies. Notwithstanding the foregoing, should the Lessor elect to proceed in the High Court and the matter falls within the jurisdiction of the Magistrate's Court, then the Lessee consents to pay the costs on the tariff applicable in the High Court.

27. NOTICES

The parties choose as their *domicilia citandi et executandi* the addresses referred to in Item 2 and 4 of the Schedule to which this Agreement of Lease is attached. All notices shall be delivered by hand or posted by prepaid registered mail and shall be deemed to have been received by the addressee on the fifth business day after posting thereof, or forthwith upon hand delivery. The parties may change their *domicilia* to another address in the Republic of South Africa of which they may advise each other in writing on not less than 7 (seven) days' notice.

28. WHOLE AGREEMENT

- 28.1. This Agreement of Lease constitutes the whole agreement between the parties and no warranties or representations of whatsoever nature, whether express or implied shall be binding on the parties other than as recorded herein. Any agreement to vary this agreement shall be in writing and signed by the parties. No relaxation or indulgence which the Lessor may show to the Lessee shall in any way prejudice the Lessor's rights hereunder. An acceptance of payment of rental and other charges or any other payment shall not prejudice the Lessor's rights or operate as a waiver or abandonment thereof or estop it from exercising any rights enjoyed by it hereunder by reason of any subsequent payment not being made strictly on due date.

- 28.2. Should any provision of this Agreement of Lease be found to be unenforceable, such provision shall be severable and the remaining provisions of the Agreement of Lease shall remain of full force and effect.

- 28.3. This Agreement of Lease is concluded by the parties upon consensus between them and no party was placed under any duress to enter into and conclude this Agreement of Lease.

29. ADMINISTRATION COSTS AND STAMP DUTY

- 29.1. The Lessee shall be liable for payment of the administration costs in connection with this Agreement of Lease as set out in Item 16 of the Schedule.

- 29.2. The Stamp Duties Act 77 of 1968 has been repealed with effect from 1 April 2009. Should stamp duty on leases be reintroduced after the date of signature hereof the Lessee shall be liable for the payment of any stamp duty for or in connection with this Agreement of Lease and any renewal thereof.

30. DEPOSIT

- 30.1. The Lessee shall within 30 (thirty) calendar days prior to Fitting Out Date pay the deposits stated in Item 13 of the Schedule. The Lessor shall have the right to apply the whole or any portion thereof towards payment of any amount/s due in terms of this Agreement of Lease whatsoever, key replacements, renovations or any liability of whatsoever nature for which the Lessee is responsible. If the whole or any portion of the deposit is so applied, the Lessor shall notify the Lessee in writing and the Lessee shall immediately reinstate the deposit to its original amount. The Lessor shall be entitled from time to time to require an additional deposit to bring the deposit up to the equivalent of the amount reflected in Item 13.1 of the Schedule, which additional deposit shall be payable on written demand. The deposit shall be retained by the Lessor or its agents until the expiry of this Agreement of Lease or any renewal thereof, the vacating of the Premises by the Lessee and the complete discharge of all the Lessee's obligations to the Lessor arising from this Agreement of Lease. The Lessee shall not be entitled to set off against the deposit any rental or other amount payable by it. Interest accumulating to the deposit shall be for the Lessor's account.
- 30.2. In lieu of a cash deposit in terms of this clause, the Lessee may submit an unconditional and irrevocable lease guarantee for an equivalent amount as set out in Item 13.1 of the Schedule, in the form set out in Annexure "J" provided that, without prejudice to the Lessor's rights in terms of this Agreement of Lease and specifically as recorded in Clause 22, if the Lessee fails to furnish an irrevocable lease guarantee to the Lessor within 30 (thirty) calendar days prior to the Fitting Out Date, thereafter only a cash deposit will be accepted by the Lessor.
- 30.3. If the Lessee provides a Lease Guarantee, such Lease Guarantee shall expire 3 (three) months after the termination date of this Agreement of Lease or when all the Lessee's obligations to the Lessor in terms of the said agreement have been fulfilled, whichever is the later, after which such Lease Guarantee shall be revoked.
- 30.4. The Lessor is entitled, upon presenting the Lease Guarantee for payment and after receiving the guaranteed amount from the applicable financial institution, to appropriate such amount received from the Bank as a deposit, alternatively as the Lessor may deem fit for the Lessee's obligations in terms of this Agreement.
- 30.5. Should the Lessee breach the Agreement of Lease prior to the Commencement Date such deposit shall not be refundable.

31. CHANGE OF BUILDING NAME OR SALE OF PROPERTY

- 31.1. The Lessor shall have the right to change the name of the Building. The Lessor shall not be liable for any losses or damages suffered by the Lessee arising from or incidental to such change of name.
- 31.2. Should the Lessor at any time, during the currency of this Lease, sell the Property or from time to time sell an undivided portion thereof to a third party ("the third party purchaser") the Lessee agrees:-
- 31.2.1. that it shall not, due to or arising out of the sale of the Property or a portion thereof by the Lessor to a third party purchaser/s, be entitled to cancel this Lease and the Lease agreement shall remain of full force and effect and shall be binding on the Lessee, notwithstanding the sale of the Property or a portion thereof to a third party purchaser/s;
- 31.2.2. and undertakes to fulfill all of its obligations under the Lease to the third party purchaser/s or to the Lessor and the third party purchaser/s as joint Lessors, as the case may be; and
- 31.2.3. that upon a sale referred to aforesaid, the Lessor shall be deemed to have ceded all of its rights and delegated all of its obligations under the Lease or portions of such rights and obligation, as the case may be, to the third party purchaser/s and the Lessee, by its signature hereto, shall be deemed to have consented to the cession and delegation referred to aforesaid.

32. VALUE ADDED TAX (VAT)

All amounts payable by the Lessee to the Lessor in terms of this Agreement of Lease exclude Value Added Tax and the Lessee agrees to pay all VAT in terms of the VAT Act (No. 89 of 1991) (as amended from time to time) or other similar or replacement taxes leviable from time to time in law, in respect of and together with any amounts payable by the Lessee in terms of this Agreement of Lease.

33. APPROPRIATION OF PAYMENTS

The Lessor shall be entitled in its sole and absolute discretion to appropriate and re-appropriate any amounts received from the Lessee towards the payment of any cause of debt or amount owing by the Lessee to the Lessor whatsoever.

34. SURETYSHIPS

The person or persons named in Item 17 of the Schedule shall furnish personal suretyships together with the signing of this Agreement of Lease. Should such person or persons fail to sign such suretyships and deliver them to the Lessor prior to the Fitting Out Date, then it shall be deemed that the Lessee shall be in breach of the terms and conditions of this Agreement of Lease, and the Lessor shall be entitled to exercise all its rights hereunder, consequent upon a breach by the Lessee of its obligations, provided that the Lessor may, in its discretion, waive its right to the suretyship of any one or more of the sureties named in the Schedule without affecting its right in respect of the remaining sureties or their several obligations as such.

35. CREDIT VERIFICATION

The Lessee consents to the Lessor and/or his agents requesting any information available from any credit bureau regarding the Lessee and, if applicable, any sureties stipulated herein from time to time.

36. ARBITRATION

36.1. In the event of any dispute or difference or doubt or question arising between the parties as to the interpretation of any provision of this Agreement of Lease or the implementation thereof, and the parties being unable to resolve the issue, then in the discretion of the Lessor, the issue shall be submitted to arbitration in accordance with the provisions of this clause and the decision of the arbitrator/s or the umpire as the case may be, shall be final and binding upon the parties.

36.2. The arbitrator/s and umpire, as the case may be, shall be a practising advocate of not less than 10 (ten) years standing in the case of a dispute.

36.3. The dispute shall be submitted to the arbitrator if, within 2 (two) weeks of either party calling upon the other party so to agree, the parties agree to the appointment of a sole arbitrator. In the absence of agreement, each party shall within 7 (seven) days of the expiration of the said 2 (two) week period, appoint an arbitrator and the arbitrators shall thereafter appoint an umpire to whom to refer in the event of disagreement.

36.4. In the event of the arbitrators failing to agree on an umpire within 3 (three) days of their appointment, either party may request in the case of legal arbitration, the Chairman of the Johannesburg Bar Council, in the case of arbitration on an administrative or turnover related matter, the President of the provincial region of Chartered Accountants where the building is situated to appoint an umpire. In the event of the umpire being, for whatsoever reason, unable to continue to participate in the arbitration proceedings prior to conclusion thereof, the parties hereby agree that further umpires shall be appointed in terms hereof until the arbitration proceedings are duly concluded. The arbitration proceedings shall not prohibit the Lessor from approaching the Magistrates' or High Court for relief.

36.5. The arbitration shall be held: -

36.5.1. and completed as far as possible within 21 (twenty-one) days of the appointment of the arbitrator/s and shall not be delayed pending the appointment of an umpire;

36.5.2. informally; and

36.5.3. save for the above, in accordance with the provisions of the South African Arbitration Act 1965 or any amendment thereof, but the provisions of Section 14 (1) (a) (ii) shall not apply and in place thereof each of the parties may within 1 (one) week of the appointment of the arbitrator/s, deliver to him/them a brief résumé of its contention as to the facts and the reasons why the dispute should be resolved in its favour.

36.6. The foregoing will not limit the Lessor's rights to institute action to perfect the Lessor's hypothec, nor will it affect the Lessor's right to institute steps to evict the Lessee from the Premises.

37. LETTING AGENTS COMMISSION

The Lessor shall only be responsible for letting agent's commission arising out of the introduction of the

retained an agent to secure Premises for itself, the Lessee shall be responsible for the payment of any agent's commission arising.

38. SUCCESSORS IN TITLE


The terms of this Agreement shall be binding on the parties hereto, their heirs, executors, successors in title or assigns, unless otherwise specified.

39. SPECIAL CONDITION

It is agreed that the Lessee will purchase the existing assets in the existing shop and this Lease will only be effective upon signature of the sale of assets agreement, attached hereto.

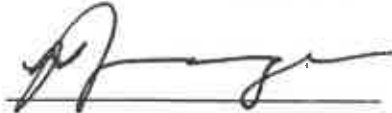
SIGNED AT CAMPUS SQUARE THIS 21ST DAY OF JANUARY 2022



WITNESS


LESSEE
Who warrants his authority

Witness Name in print

SIGNED AT Darrenwood THIS 2nd DAY OF February 2022




LESSOR
Who warrants his authority

Linda Hargreaves
Witness Name in print



RENTAL SCHEDULE **LOVE & LIGHT CAFÉ**

1. Monthly Rental: Shop Area: 87m²

Commencing rental per m² is **R344,83** per month for the shop area, therefore the monthly rental payable shall be:

FROM	TO	RENTAL	VAT	TOTAL
01 March 2022	28 February 2023	R 30 000,21	R 4 500,03	R 34 500,24
01 March 2023	29 February 2024	R 32 400,23	R 4 860,03	R 37 260,26
01 March 2024	28 February 2025	R 34 982,24	R 5 248,84	R 40 231,08
01 March 2025	28 February 2026	R 37 791,62	R 5 668,74	R 43 460,37
01 March 2026	28 February 2027	R 40 814,95	R 6 122,24	R 46 937,20

2 Monthly Marketing Fund

Included In rental

FROM	TO	DUE	VAT	TOTAL
01 March 2022	28 February 2023			
01 March 2023	29 February 2024			
01 March 2024	28 February 2025			
01 March 2025	28 February 2026			
01 March 2026	28 February 2027			

Initial Here:

(Signature)
L.N.

(Signature)
(Signature)

LOVE & LIGHT CAFE

Shop 46 - 63m²Mezzanine - 24m²Total - 87m²

Legends

Barber

Shop 44

80m²

VAPING

MAD

Shop 47

COMPANY RESOLUTION CERTIFICATE

I Khanya Ngwenya, Director of Love and Light Café Pty Ltd (Registration No. 2018/380419/07) ("the Company") do hereby warrant that:

On 31 January 2022 (Date) the Director/s of the Company passed a Resolution in the following terms:

"RESOLVED

1. THAT the Company enters into an agreement of lease with Campus Square (Pty) Ltd in respect of Shop No 46 in Campus Square Shopping Centre from Campus Square Pty Ltd and that Khanya Ngwenya in her capacity as a director of the company is authorised to settle the terms of and sign such agreement of lease and all documents relating, or necessary to give effect, thereto.
2. That the Company purchases the assets in the shop formerly known as "Culture Café" situate at Shop 46 in Campus Square Shopping Centre from Campus Square Pty Ltd and that Khanya Ngwenya in her capacity as a director of the Company is authorised to settle the terms of and sign the sale agreement and all documents relating or necessary to give effect thereto."

Signed at Campus Square on the 31st Day of January 2022



Signature of Director

Khanya Ngwenya

Print Name



DEED OF SURETYSHIP

1. We, the undersigned,

Khanya Ngwenya
NAME

820219 0575 088
IDENTITY No.

Ian Zamani Ngwenya
NAME

750523 5400 083
IDENTITY No.

hereby bind ourselves to

CAMPUS SQUARE (PTY) LTD
REGISTRATION NUMBER: 2000/006363/07
(the LESSOR)

jointly and severally, as surety/ies for and co-principal debtor/s *in solidum* with

LOVE & LIGHT CAFÉ

2018/380419/07
REGISTRATION NUMBER

t/a Love & Light Café
(the LESSEE)

1.1 for the proper and timeous payment by the LESSEE of any amounts whatever owing (including damages of whatever nature) and all costs, both as between party and party and as between Attorney and own client, which the LESSEE may now or in the future, owe to the LESSOR arising out of the hiring by the LESSEE of the premises situate at SHOP No. 46, CAMPUS SQUARE, CNR KINGSWAY AND UNIVERSITY, AUCKLAND PARK, JOHANNESBURG, whether in terms of a binding irrevocable offer or duly concluded lease or any extension or renewal thereof or otherwise (hereinafter referred to as the LEASE), including all claims for compensation or damage, which the LESSOR at any time may have as a result of breach, cancellation or termination of the LEASE and, including without limitation any termination of the LEASE which takes place pursuant to the provisions of Section 37(1) of the Insolvency Act, No. 24 of 1936, (as amended) or, where the LESSEE is a company or close corporation by virtue of the Companies Act No. 71 of 2008 (as amended) or pursuant to any corresponding legislation; and/or

1.2 for the proper and punctual performance by the LESSEE of the LESSEE'S obligations under or arising or flowing from or incidental or relating to the LEASE including, without derogating from the generality of the foregoing, obligations for damages (whether actual, contingent or potential), costs and expenses which the LESSEE may now or in the future owe to the LESSOR.

2. IT IS AGREED that any admission or acknowledgement of indebtedness by the LESSEE, or the liquidators, trustees, business rescue practitioners, curators, executors or other legal representatives of the LESSEE shall be binding on me/us and shall have the same effect in all respects as if made by me/us.

3. ANY JUDGEMENT AND/OR ANY ARBITRATION AWARD, whether formal or informal, in the LESSOR'S favour against the LESSEE shall, notwithstanding that I/we have not been joined in the proceedings giving rise to the judgment or arbitration award, preclude me/us from being entitled to dispute the merits of the claim in respect of which the judgment or award has been granted in proceedings against me/us.

4. I/WE AGREE that should I/we or the LESSEE fail to discharge timeously any debt owed to the LESSOR or anyone else, or if the voluntary or court ordered winding up of the LESSEE commences or if business rescue proceedings in respect of the LESSEE commences, the LESSOR shall be entitled to require immediate performance by me/us in respect of all debts owed to the LESSOR by the LESSEE, whether the due date for such performance has arrived or not.
5. IN THE EVENT of the winding up of the LESSEE or a business rescue plan for the LESSEE being adopted or a compromise between the LESSEE and its CREDITORS:-
- 5.1 I/We undertake not to prove a claim against the LESSEE'S estate for any amount I/we may be called upon to pay under this suretyship until all amounts (including interest and costs) due by the LESSEE to the LESSOR have been paid in full, whether by the LESSEE or by me or by a third party or other party.
- 5.2 Any dividend received by the LESSOR in respect of its claim against the LESSEE shall be appropriated first to the payment of that part of the LESSEE'S indebtedness to the LESSOR which is not covered by this suretyship, if any.
6. If the LESSEE is wound up or a business rescue plan in respect of the LESSEE is adopted, my/our liability hereunder shall not be affected in any way. In particular this suretyship shall continue to guarantee payment of any indebtedness of whatsoever nature which may become payable by the liquidator or business rescue practitioner in connection with the LEASE, whether such indebtedness is in respect of rental or damages or arises otherwise.
7. The LESSOR is irrevocably authorised to apply any monies received by it from me/us in terms of this suretyship against the indebtedness to it of the LESSEE in such manner as the LESSOR in its sole discretion deems fit.
8. On signature hereof, I/we shall be, and shall thereafter remain, bound to the full extent of this suretyship, which shall at all times be fully and immediately enforceable, notwithstanding that:
- 8.1 any intended co-surety or co-Lessee may not sign this or another suretyship, or may not be bound for any other reason;
- 8.2 any co-surety or co-lessee may be released or may cease to be bound for any other reason; or
- 8.3 any intended security may not be obtained or protected or may be released or cease to be held for any other reason;
- 8.4 the LESSOR may give extended terms or any other indulgence in respect of any debts owed to the LESSOR by the LESSEE or by any co-surety or co-lessee or may accept a part payment or other benefit in settlement or any other compromise in respect of a debt or may otherwise release the LESSEE whether wholly or partially (in which event I/we shall remain indebted to the LESSOR as if such terms had not been given or such part payment had not been accepted or other compromise or release had not been agreed to).
- 8.5 any other fact or circumstance may arise whether in the same class as the foregoing or not (including any fact or circumstance which arises by reason of an act or omission on the LESSOR'S part)-
- 8.5.1 on which I/we might otherwise be able to rely for a defence based on prejudice, waiver or estoppel; or
- 8.5.2 which might otherwise have the effect of prejudicing the LESSOR'S rights under this suretyship.

- 9.1 the LESSOR agreeing in writing to release me/us from this suretyship: or
- 9.2 termination of the LEASE through effluxion of time provided however that all the LESSEE'S obligations in respect of the LEASE have been fulfilled and this is confirmed by the LESSOR in writing.
10. I/We shall not be released from liability under this suretyship in any circumstances whatsoever other than those stated in 9 above and, in particular, I/we shall not be released by reason of the fact that the aggregate amount owed to the LESSOR by the LESSEE may fluctuate and may at times be nil.
11. Notwithstanding release, whether under the provisions of clause 9 above or otherwise, I/we shall remain liable for all debts existing at the date of release, including any variation or novation of such debts which may subsequently be agreed upon between the LESSOR and the LESSEE or which may take effect by operation of law or otherwise.
12. I/WE UNDERTAKE to pay all costs and expenses of whatsoever nature, including but not limited to all legal costs on an Attorney and Client basis, collection commission and tracing agents charges, incurred by the LESSOR in:
- 12.1 connection with the drawing and stamping of this suretyship;
- 12.2 taking steps against the LESSEE or any co-surety or co lessee (whether or not notice has been given to me/us of the LESSOR'S intention to take such steps); and/or
- 12.3 taking steps to exercise or enforce the LESSOR'S rights under this suretyship.
13. For the purposes of any action instituted against me/us hereunder, for Provisional Sentence or otherwise, a certificate by a Director or Manager on behalf of the LESSOR, whose capacity and authority need not be proved, as to the amount owing by the LESSEE and to the effect that the due date for payment of such amount has arrived shall be *prima facie* proof of the facts therein stated until the contrary shall have been proved.
14. If this deed has been prepared in a form for signature by more than one surety, then each surety who signs it acknowledges and records that, notwithstanding the fact that it provides for signature hereof by other sureties, there is a separate, distinct and independent contract of suretyship brought into existence by each surety who does sign it. Accordingly, if for any reason any surety named herein shall fail to sign this deed of suretyship for any reason whatsoever or if this suretyship shall for any reason cease to be or is not binding on any one of the sureties, then the obligations of the other/s shall be and continue to be binding and remain of full force and effect in terms hereof.
15. I/We hereby renounce the following benefits and exceptions with the meaning and effect whereof I/we declare myself/ourselves to be fully acquainted:
- *beneficium ordinis seu excussionis* (the benefit of excussion: I/We agree that the LESSOR is entitled to claim from me/us before having taken all possible steps to obtain payment from the LESSEE);
 - *beneficium divisionis* (the benefit of division: I/We agree that if there is more than one surety, each surety can be required to pay the full debt and not just a pro-rata share);
 - *beneficium non causa debiti* (the benefit of no cause of debt: If I/We say that the LESSEE does not owe the amount claimed, it will be my/our obligation to prove such allegation);
 - *beneficium cedendarum actionum* (the benefit of cession of action: I/We cannot demand that the claim against the LESSEE is ceded to me/us before I/we pay the LESSOR); and
 - *beneficium erroris calculi* (the benefit of error in calculation: If I/we say that the amount claimed by the LESSOR has been incorrectly calculated it will be my/our obligation to prove such allegation).
16. This suretyship shall apply to, cover and secure the LESSOR, its successors in title, orders and assigns.

17. Any provisions in this suretyship which are found to be Inoperative shall be severable from the remaining provisions, which remaining provisions shall be deemed to be the contract between us.
18. No latitude, extension of time or other indulgence, which may be given or allowed by the LESSOR to me/us in respect of the performance of any obligations hereunder or the enforcement of any right arising from this suretyship and no single or partial exercise of any right by the LESSOR shall under any circumstance be construed to be an Implied consent by the LESSOR or operate as a waiver or a novation of, or otherwise effect any of the LESSOR'S rights in terms of or arising from this suretyship or estop the LESSOR from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.
19. I/We do hereby consent to the cession by the LESSOR in its sole discretion of its rights against me/us arising out of this suretyship, in which event this suretyship shall operate and be of full force and effect in favour of the cessionary and/or assignee in respect of all obligations of the LESSEE to the LESSOR whether arising at any time before or after cession and/or delegation.
20. Any sum claimable from me/us in terms of this suretyship shall bear interest reckoned from the date upon which such sum became due for payment by the LESSEE, at the rate of 2% (two per centum) above the Prime Rate from time to time, calculated daily and compounded monthly in arrears, until the date of payment.
21. For the purpose of this suretyship, I/we choose *domicilium citandi et executandi* as follows:
- 4 Weiland Crescent, Bloubastrand, Randburg 2188
- 21.1 I/We may at any time change my/our *domicilium*, by notice in writing to the LESSOR, provided that the new *domicilium* is in the Republic of South Africa and consists of, or includes, an easily identified and easily accessible physical address at which process can be served;
- 21.2 All notices addressed to me/us shall be sent by pre-paid registered post to the address referred to in paragraph 21
22. I/We agree that at the LESSOR'S option any claim arising hereunder may be enforced or recovered in any Magistrate's Court having jurisdiction over my/our person notwithstanding that such claim might otherwise exceed the jurisdiction of such court, or such claim may be enforced and recovered in any division of the High Court of South Africa as the LESSOR may elect and I/we hereby consent to submit to the jurisdiction of those courts in respect of any such claim.
23. This suretyship constitutes the whole agreement between the LESSOR and me/us as to the subject-matter hereof and no agreement, representations or warranties between me/us other than those set out herein are binding on me/us.
24. No additions to or variation, consensual cancellation, or novation of this suretyship and no waiver of any right arising from this suretyship or its breach or termination shall be of any force or effect unless reduced to writing and signed by the LESSOR and by me/us or my/our duly authorised representative/s.

THUS DONE AND SIGNED AT CAMPUS SQUARE ON THIS 31ST DAY OF JANUARY 2022

As Witness:

Signature: Khanya Nwanga

(SURETY)

Print name: Khanya Nwanga

ACKNOWLEDGEMENT THAT SURETYSHIP COMPLETE ON SIGNATURE


I/We acknowledge that this suretyship was complete in all respects (including the LESSOR'S name and registration number, my/our names and identity numbers and the LESSEE'S name and registration number, the date of signature of the LEASE and my/our *domicilium/la* address/es, at the time of signature).

As Witness:

Signature: 


(SURETY)

Print name: LINDIWE MAEHANYA


(SURETY)

~~TO BE COMPLETED BY SPOUSE IN THE EVENT OF THE SURETY BEING MARRIED IN COMMUNITY OF PROPERTY~~

~~.....(name of spouse).....(ID No.)~~

~~hereby consent to.....(name of surety) binding himself/herself to
CAMPUS SQUARE (PTY) LTD (Reg. No. 2000/008363/07), jointly and severally as surety and co-principal debtor in
solidum with.....(name of LESSEE Co/CC).~~

~~THUS DONE AND SIGNED AT.....ON THIS DAY OF
.....20.....~~

As Witness:

SIGN: _____

PRINT NAME: _____

(SPOUSE)



A. STANDARD FITTINGS & FINISHES ETC**1. General**

- 1.1. The Shop is an existing shop and will be handed over to the Lessee in an "as is" condition. All other costs including any extra shop fitting, internal divisions and any other work not specified herein will be for the Lessee's own account.
- 1.2. In order to save unnecessary expense, it would serve the interests of the Lessee if all special requirements are sent to the Lessor's Architect timeously. Under no circumstances, may the Lessee approach the Lessor's Contractor to do extra work without informing the Lessor's Architect and obtaining written approval.
- 1.3. Any costs incurred for additional work or late changes required by the Lessee that have not been included in this specification as well as all professional fees for required services arising from the Lessee's specific needs will be for the Lessee's own account.
- 1.4. Inaccuracy during construction does occur and therefore the Lessee is to check the dimensions of the shop at beneficial occupation before the manufacture of the shop fitting. The Lessor will not be held liable for costs incurred by the Lessee for re-manufacturing of the shop fitting.
- 1.5. No credits will be granted for work to be completed by the Lessor if omitted by the Lessee.

2. Specifications**2.1. Floors****2.1.1. Floor Loads on Structural Concrete Slabs**

- 2.1.1.1. The floor structure has been designed for a maximum superimposed load of 500kg per square meter.
- 2.1.1.2. A safe of not more than 1000kg will be allowed per shop. The safe is to be positioned as close to the columns as possible.
- 2.1.1.3. In the event of a Lessee requiring the use of heavy equipment or additional safes, written permission is to be obtained from the Lessor's Architect prior to installation. If more than one safe is required, the spacing between the safes should not be less than 1m (one metre). The Lessee is to supply the Lessor's Architect with a plan indicating the locations, dimensions and weight of such equipment or additional safes, which in turn may have to be submitted to the Lessor's Structural Engineer for scrutiny and approval. The cost of this scrutiny will be for the Lessee's own account.

2.1.2. Floor Finishes

- 2.1.2.1. The floor will have a power floated concrete surface finish ready for tiling as approved by the Lessor's Architect for the Lessee's own account.
- 2.1.2.2. No chasing of floors may take place due to the usage of post tension slabs.
- 2.1.2.3. A suitable transition strip is to be installed by the Lessee, for the Lessee's own account, between the Lessee's floor finish and the Mail tiles as approved by the Lessor's Architect.

C. PREMISES DESIGN REQUIREMENTS

1. GENERAL DESIGN

The Lessee shall, by means of suitable sketches and plans prepared by a suitably qualified and Lessor-approved designer supplemented by artist's impressions or good quality photographs of existing premises where relevant, give an accurate indication of the standard of design and finishes. Once the Lessor accepts a design, the premises must be completed in accordance with the design and specification. Any variance must be agreed in writing between the parties.

2. BASE DRAWINGS SUPPLIED BY THE LESSOR

A general layout, ceiling plan and shop frontage details of the individual premises will be provided by the Lessor's Architect in AutoCAD format. More detailed plans – including external parking can be requested from the Architect.

3. SHOPFRONT DESIGN

- 3.1. Non Nationals standard shopfronts will be designed by the Lessor's architects. Should the Lessee require any variations or the installation of roller shutters, these variations will be subject to the Lessor's architect's approval and all additional costs will be for the Lessee's own account.
- 3.2. A shop front to the value as stipulated in the allowances (G) and as per the design of the Lessee will be installed by the Lessor.
- 3.3. Any security barrier system, trellis door or additional roller shutters are subject to the Lessors architect's approval and must be installed internally, no external security system will be permitted. All cost of security systems will be for the Lessees own account.

4. ELECTRICAL DESIGN REQUIREMENT

- 4.1. The electrical design shall adhere to the requirements of SANS 10142, wiring of premises – Part 1 Low Voltage installations. The Lessor or his Electrical Engineer reserves the right to change the electrical design accordingly.

- 4.2. The electrical circuit design will be based on the specification as laid out in annexure G1.

a) Distribution Board

Each premises will be provided with its own local distribution board (DB), positioned inside the lease area of the premises. The DB shall not be positioned less than 1500mm from the nearest water point. DB shall not be mounted on drywall partitions, but on brick walls only.

b) Electrical Supply

Lessee must specify the electrical requirements needed to operate the premises, e.g. 60A single phase timeously should this vary from what is offered in Annexure G1. If the electrical supply exceeds the standard allowance, additional cost will be for the Lessee's account.

c) Lighting

When designing their interior lighting layout the Lessee is to adhere to the following:

- 2.1.2.4. All movement and expansion joints within leased premises are to be treated by the Lessee for the Lessee's own account as approved by the Lessor's Architect.
- 2.1.2.5. All floors and walls to cold room and freezer areas to be waterproofed by the Lessee to the Lessor's architects' approval, prior to installing these facilities.
- 2.1.2.6. The floor is ready for tiling, however if the Lessee plans on installing vinyl, epoxy or any other such finish, preparations of this floor will be for the Lessee's account.
- 2.1.2.7. Any and all wash down areas such as kitchens and refuse areas must be waterproofed to the Lessors architects' approval, prior to tiling.
- 2.1.2.8. Any changes required by the Lessee to the floor level or floor structure will be for the Lessee's own account. If the Lessee plans on installing any other alternative floor finish, preparations of the floor will be for the Lessee's account. It is the responsibility of the Lessee to gradually raise or drop the new floor finish to meet up with the finished mall surface as approved by the Lessor's Architect.

2.2. Walls & Columns

- 2.2.1. External walls will be 230mm overall thickness plastered (200mm above ceiling level) brickwork painted with 1 (one) filler coat and 1 (one) coat of PVA Colour White and internal walls (dividing shops) will be 90mm Gypsum drywall (constructed 200mm above ceiling level) painted with 1 (one) filler coat and 1 (one) coat of PVA Colour White. Lessees may not utilise the walls for support of any shelving, fittings and the like, without prior written approval from the Lessor's Architect.
- 2.2.2. All internal columns are off-shutter concrete, as is, the finish and cost thereof will be for the Lessee's own account.
- 2.2.3. Columns that fall within the shop front are to be finished internally and externally by the Lessee to the Lessor's Architects approval for the Lessee's own account.
- 2.2.4. No skirting will be installed by the Lessor, the installation and cost thereof will be for the Lessee's own account.
- 2.2.5. Full height dividing walls to the underside of the roof structure will be constructed by the Lessor if required by the fire regulations and are indicated on the drawings.

2.3. Roof Structure and Insulation

- 2.3.1. The roof structure will be steel trusses with galvanised Cliplock or similar roof sheeting on either concrete or steel columns at the maximum spacing's as determined by the structural engineer.
- 2.3.2. Insulation will be Sisalation 405 fixed directly under the roof sheeting. Should the fire plan require smoke extraction it will be done via mechanically operated ridge ventilators with fusible links.
- 2.3.3. In certain areas concrete roofs will be constructed for the purpose of installing air-conditioning plant throughout the centre. Concrete roofs will have Derbigum waterproofing membrane or similar product laid to falls to fullbore outlets.
- 2.3.4. As the concrete roofs form a small percentage of roof area such roofs will not be insulated.

2.4. Doors, Locks & Keys (Rear)

- 2.4.1. Where rear doors are required by the Local Authorities, these doors will be braced and battened Meranti doors with a thumb turn 4 lever lock as required. Alteration after commencement of construction to the premises as shown on the approved layout drawings will involve additional

expense which will be for the Lessee's account.

- 2.4.2. Any security gates installed by the Lessee to the Fire Escape doors, is subject to approval by the relevant local authorities.

2.5. Ceilings

- 2.5.1. Ceilings are to be installed by the Lessee and forms part of the allowance, see Section G. Should the Lessee not install a ceiling, the ceiling void, trusses and services must be painted at the Lessee's cost. Plastering full height, if required, will also be for the Lessee's cost. All wiring to be done in galvanised cable trays.
- 2.5.2. If ceilings are installed by the Lessee, it is the Lessee's responsibility to ensure that sufficient ceiling supports are installed to accommodate all services. A minimum ceiling height of 3400mm will be permitted.

2.6. Shop Frontage

- 2.6.1. Existing shopfront.
- 2.6.2. All shop frontage designs will be subject to the Lessor's Architects approval. The height of the shop frontage is to be 3400mm from shop floor level to underside of mall bulkhead. The Lessor may at his sole discretion place mullions in the shopfronts to limit glass thickness and/or comply with the building regulations.
- 2.6.3. The signage is to be incorporated within the shop frontage.
- 2.6.4. Should the Lessee's design exceed the allowance, the additional cost will be for the Lessee's account.

2.7. Plumbing

- 2.7.1. Existing water meter and cut off valve. The Lessee will be responsible for all water reticulation from the water meter at his cost. All Lessee water supplies to be taken from the main feed after the meter only.
- 2.7.2. All fast food outlets and restaurants must install grease traps to the satisfaction of the Local Council's regulations at the Lessee's cost.
- 2.7.3. Floor drains, if required, will be to the Lessee's cost and all screeding and waterproofing to be done by the Lessee prior to tiling.
- 2.7.4. All restaurants over 100m² are to provide at least 1 X WC for public use. Restaurants over 150m² to provide 1 X male and 1 X female WC for public use. No plans will be approved by the Lessor without public toilets.
- 2.7.5. The Lessor will supply first fix sewer connections in a position as indicated by the Lessee according the following schedule:

Shop area (m ²)	1 st Fix – 50mm diameter waste	1 st Fix – 110mm diameter waste
0m ² - 50m ²		X1
50m ² - 100m ²		X2
100m ² - 250m ²	X1	X3
≥250m ²	X1	X4

Any additional points required by the Lessee will be for their own account.

2.7.6. All plumbing fixtures and second fix must be supplied and installed by the Lessee and forms part of the allowance.

2.7.7. Lessee to comply with Local Authority requirements with regards to sanitary and health requirements.

2.8 Outside Seating

The Lessee will be allowed to place tables and chairs outside of the shop but only on the tiled area which matches the existing shop flooring.

B. AIR-CONDITIONING AND VENTILATION

1. Air-conditioning

1.1 Existing airconditioning.

1.2 The air-conditioning becomes the property of the Lessor as it was paid for by the Lessor's allowance.

1.3 The Lessee to make allowance for a condensate water waste point as part of their internal plumbing installation. The Lessee is to run their own condensate pipes to this drain which may not be surface mounted. The discharging of condensate outside the shop perimeter is strictly prohibited.

2. Ventilation

2.1 Natural or forced ventilation will be provided to comply with the NBR by the Lessee as part of his air-conditioning installation.

2.2 All smoking areas (if applicable) must be provided with special exhaust systems as required by the Local Authorities, by the Lessee. The cost of these systems will be for the Lessee's account. All toilets in the premises are provided with mechanical ventilation where required in terms of the National Building Regulations by the Lessee.

3. Kitchen Extraction Systems

3.1 Existing extraction system and ducting. Any changes to be coordinated and agreed with the Lessor's Architect.

3.2 The ducting will normally not be taken through the roof sheeting and might increase the length of ducting.

3.3 Should the extraction cause additional air-conditioning capacity, this will be for the Lessee's account.

C. FIRE PROTECTION

1. Fire Extinguishers

1.1 The Lessor will provide (as in terms of the basic Local Authority requirements) and maintain the fire extinguishers in the mall, common areas and public toilet areas.

1.2 Extinguishers within the leased area to be serviced and maintained by the Lessee.

1.3 If the Lessee's business necessitates any additional fire extinguishers, these will be installed by the Lessee and will be for the Lessee's own account.

2. Sprinklers

- 2.1** Void and ceiling sprinklers will be provided by the Lessor if required by the Lessor's Rational Design.
- 2.2** If sprinklers are required, on completion of the ceiling grid, the Lessee is to advise the Lessor's Architect timeously when the Lessee will be ready for the second fix sprinkler installation.
- 2.3** The Lessor will not be held responsible for the lack of or incorrect positioning of second fix sprinklers due to any alterations from the previously approved shop layout. All additional costs incurred will be for the Lessee's own account.
- 2.4** If the sprinkler installation is not approved by ASIB due to unauthorized Lessee changes, the cost to rectify the sprinkler installation will be for the Lessee's own account.

3. Fire Hose Reels

- 3.1** The Lessor will install FHR's in accordance with the NBR requirements.
- 3.2** FHR's will mainly be installed in the malls and in certain larger shops.
- 3.3** If FHR's are installed in a premises, the Lessee will be responsible for any shop fitting they require to hide the FHR's, subject to the approval of the Lessor's Architect.

4. Fire Signage

The Lessee must comply with all the necessary fire signage requirements. The cost of the fire signage will be for the Lessee's own account.

D. SERVICES

1. Toilets

Communal toilets to be used by the public are provided in the building, however all restaurants must provide their own toilets per plumbing clause 2.7.

2. Security

- 2.1** The supply and installation of shop security systems will be for the Lessee's own account.
- 2.2** Lessees are to inform the Lessor's Architect of any requirements for individual shop security which require an input at construction stage.
- 2.3** The Lessor will install a CCTV system to monitor the mall and public areas at its sole discretion.

3 LP Gas

- 3.1** Should the premises require gas supply, gas is supplied to the centre by Egoli Gas. Their contact details are as follows:

Landline: (011) 356 5000
Facsimile: (0)86 557 6672
After hours / Emergency: (011) 726 4702
info@egoligas.co.za

- 3.2** All approvals required by the Local Authority for gas installations to the premises must be obtained by the Lessee.

4 Delivery

- 4.1 Common delivery yards or delivery areas are provided as indicated on Annexure B2 of the Offer to Hire.
- 4.2 Should the Lessee's premises have a back door, all deliveries must be handled through this entrance. Should deliveries through the Lessee's front door be required, prior written consent from the Lessor is to be obtained.
- 4.3 Shops without back doors may deliver through the service passages to their front doors.

E. SIGNAGE

- 1.1 The Lessee must provide signage of a high standard in accordance with Annexure G2 of the Offer to Hire.
- 1.2 The supply and installation of any and all signage will be for the Lessee's own account in positions allocated and approved by the Lessor's Architect.

F. COST OF EXTRA ITEMS

Should the Lessor be required to carry out any additional construction work over and above the inclusions of the Standard Shop Specification, the procedures as per Annexure G2 of the offer to hire is to be followed. No work will commence until such a time written agreement is reached between the parties.

G. ALLOWANCES

- 1.1 No Tenant installation allowance has been allowed:

• Shop Frontage	Existing
• Ceilings	Existing
• Lighting	Existing
• Plug points	Existing
• Plumbing	Existing
• Air - conditioning	Existing

H. ELECTRICAL INSTALLATION

1. Distribution Boards

- 1.1 The shop has a 100 Amp 3 phase existing DB,
- 1.2 All circuit breakers and other controls (i.e. master light switching) will be housed inside the DB.
- 1.3 The DB will be surface mounted with a pad lockable door(s) with a surface wiring channel from the DB into the ceiling void.

2. Electrical Supply

- 2.1 The Lessor will provide each shop with a 400 / 230V AC, 50Hz, electrical supply.
- 2.2 Additional electrical capacity will be for the Lessee's own account.
- 2.3 The electrical supply will be separately metered, the meter will be positioned inside the Lessee's distribution board or in a central location in the service passage as part of the main main DB.
- 2.4 Provision has not been made for a standby electrical supply from an emergency generator or uninterrupted power supply (UPS). Such requirements will be for the Lessee's own account.
- 2.5 Fast Food Outlets / Coffee Shops / Restaurants will be provided with:
- A metered, surface mounted, three-phase DB. All circuit breakers and controls will be installed by the Lessee's electrical contractor.
 - One standard, single, 16 amp, 3-pin, wall mounted, switched socket outlet will be provided next to DB.
 - One wall box, with blank cover for the telephone point will be provided next to DB.
 - Complete electrical installation by Lessee's electrical contractor.
- 2.6 The Lessor will provide an electrical Certificate of Compliance for the work performed by the Lessor. The Lessee shall provide an electrical COC for any work performed by the Lessee's contractor.

3. Earthing and Lightning Protection

- 3.1 The Lessor will provide the building structure with lightning protection conductors on the roof, as per SABS requirements.
- 3.2 Additional lightning / surge arrestors inside the Lessee's DB will be for the Lessee's own account. If this item is required the Lessee is to notify the Lessor's architect timeously.
- 3.3 Earthing of the electrical system will be as per the standard requirements of the SANS 10142-1.
- 3.4 Dedicated earthing requirements will be for the Lessee's own account.

4. Lighting

Existing.

5. Socket Outlets

Existing.

6. Power Supplies for Heating, Ventilation and Air Conditioning (HVAC)

Provisions will be made for the power supply to the DB for air-conditioners and ventilation fans, as per the table above. The installation of the power supply from the DB to the air-conditioners including circuit breakers in the DB will be for the Lessee's account.

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7. Isolators

All isolators for electrical equipment will be for the Lessee's own account.

8. Access Control and Security System

This will be for the Lessee's own account, including all conduits to accommodate such system wiring.

9. Data Cabling

This will be for the Lessee's own account, inclusive of wire ways.

10. Telephones

10.1 Each shop will be provided with one wall box, with a blank cover for the telephone point, next to the DB position. The telephone point will be linked with a 25mm diameter conduit with a draw wire to the main telephone trunking.

10.2 Telephone outlets, cabling, PABX and associated equipment will be for the Lessee's own account.

10.3 The Lessee will be responsible for its own telephone application to Telkom using the PD Connect Number: PDC 0015792. Applications must be made immediately upon receipt of the signed Offer to Hire.

10.4 The Lessor will not accept any liability for late telephone installations.

11. Hand Driers

Hand driers within the premises will be for the Lessee's own account.

12. Signage (Above shop frontage and on External Façade)

12.1 The Lessor will provide one wired and metered electrical signage connection point in the bulkhead above the shop front and one metered electrical signage connection on the façade.

12.2 The Lessee shall do the final electrical connection to the sign.

12.3 No neon signage will be permitted.

13. Television, Radio and ATM's

13.1 Lessees are required to inform the Lessor's Architect of any requirements for television, ATMs or FM radio antennae and satellite dishes, the supply and installation will be for the lessee's own account.

13.2 Written permission is to be obtained from the Lessor's Architect prior to any and all of the above installations

13.3 Any loose cabling will not be allowed on top of the roof sheeting, nor may any cabling be fixed to the top of the roof sheeting.

13.4 Under no circumstances will any holes be permitted through roof sheeting.

13.5 Any and all installations may not protrude above any perimeter wall heights and may not be affixed on the external façade of the Building.

13.6 The cost to repair any damage to roof sheeting, flashings, waterproofing and walls due to any and all installations will be for the lessee's own account.

14. Other Electrical Requirements

All other electrical and electronic requirements, not mentioned above, will be for the Lessee's own account, unless otherwise agreed in writing with the Lessor's Architect.

I. DEVIATION FROM STANDARD SHOP SPECIFICATION

1. Vague descriptions, requirements and quantities are not acceptable (i.e. "socket outlets are to be provided, as indicated on the drawing" or "allow for down lights in the bulkhead portions").
2. In the case where the exact Lessee requirements in the detailed specification are unclear, the standard shop specification shall take preference.

This Standard Shop Specification (Annexure G1) forms part of the Irrevocable Offer to Hire made by the Lessee and will form part of the final Lease Agreement, incorporating the terms and conditions of this Offer to Hire when signed by the Lessor and Lessee.



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A. LESSEE'S MANDATED PREMISES DESIGNER

- I. This document must be signed, dated and initialled were indicated by the Lessee. This document forms part of the lease and the irrevocable offer to hire and is legally binding upon parties once signed.
- II. It is the Lessor's intention to achieve a high standard of design and finish to the Centre in general as well as to the premises in particular. With this in mind the Lessee will be required to design a shop in keeping with an upmarket enclosed mall.
- III. The Lessee hereby mandates the following person to act on the Lessee's behalf for the design, drawing submission and supervision of the premises fit-out.

NAME:

COMPANY:

TELEPHONE NUMBER:

FAX NUMBER:

MOBILE NUMBER:

EMAIL ADDRESS:

PHYSICAL ADDRESS:

LESSEE'S MANDATED PERSON TO RECEIVE THE PREMISES

The Lessee hereby mandates the following person to receive the premises for beneficial occupation.
(Complete if not the same as above)

NAME:

COMPANY:

TELEPHONE NUMBER:

FAX NUMBER:

MOBILE NUMBER:

EMAIL ADDRESS:

PHYSICAL ADDRESS:

A M

B. CONTACT INFORMATION

Name and Address of the Lessor:

Campus Square (Pty) Ltd

**P O Box 5902
Cresta
2118**

**Contact : Mr. Holger Peens
Tel : (032) 586 0227
E-mail : bridget@keystonewww.com**

Fax : (032) 586 0352

Name and Address of the Project Architect and Tenant Coordinator:

Hammerhead Design

**Suite 17 / 18
2nd Floor, Warne House
Garlicke Drive
Ballito
4420**

**PO Box 160
Dolphin Coast
4404**

**Project Architect: Susan Dallas
Tel : (032) 586 0227
Cell : 082 781 0141**

**Fax : (032) 586 0352
E-mail : susan@hhdesign.co.za**

**Tenant Coordination:
Hammerhead Design**

**Suite 17 / 18
2nd Floor, Warne House
Garlicke Drive
Ballito
4420**

**PO Box 160
Dolphin Coast
4404**

**Project Coordinator: Theolan Nayager
Tel : (032) 586 0227
Cell : 084 941 0091**

**Fax : (032) 586 0352
E-mail : theolan@hhdesign.co.za**

Cost Controller:

Executive Surveying

**Suite 17 / 18
2nd Floor, Warne House
Garlicke Drive
Ballito
4420**

**PO Box 160
Dolphin Coast
4404**

**Contact : Mr Steve Naidoo
Tel : (032) 586 0270
Cell : 083 440 8429**

**Fax : (032) 586 0352
E-mail : steve@keystonewww.com**



- Shopfront display area must receive accent lighting to accentuate merchandise which must be on a separate circuit and timer to ensure that the display area remains lit after trading hours as per the house rules.
- Generally, the light fittings shall be glare free.
- The Lessee is encouraged to make use of LED lighting throughout the shop.
- d) The Lessee must provide the Lessor with the exact specification for the light fittings, catalogue no., lamp specification, description and the names of suppliers, including telephone numbers to enable the Lessor to check the quality and energy usage of fittings.
- e) **Socket outlets**

Floor mounted socket outlets will not be allowed where the premises are situated on a structural concrete slab. Socket outlets will be installed as per the Standard specification. Positions of the sockets to be supplied by the Lessee's designer to ensure that they are not situated on a structural slab.

5. SIGNAGE DESIGN REQUIREMENT

5.1. General Requirements

- 5.1.1. The Lessor reserves the right to alter the signage criteria from time to time and the Lessor retains full right of approval of any signs used on the property and no sign shall be installed without the prior written approval of the Architect.
- 5.1.2. The Lessee shall ensure that only the approved signage is installed and the Lessor will cause any deviations there-from to be removed at the cost of the Lessee. No damage to the unapproved signage will be accepted by the Lessor.
- 5.1.3. Each sign shall be limited to the trading name and logo of the Lessee and no advertising, slogans or other wording will be allowed. The Lessee is encouraged to use logos in combination with the trading name.
- 5.1.4. No "box type", (signs with extruded aluminium returns), flat face and flex face signs are permissible for shopfront signage. The use of individual, fabricated, illuminated letter is recommended due to their visibility and impact. Animated, flashing or moving signs are not permitted.
- 5.1.5. No signs are permitted to extend to the edge of the bulkheads. A minimum border of 75mm of bulkhead is to be visible around the sign.
- 5.1.6. Only concealed fixing will be allowed, no exposed brackets and bolts are permitted and all wiring and transformers are to be concealed from the naked eye. Position of fireman switches for neon signage must be coordinated with the Architect.
- 5.1.7. Fixing the signs to the ceiling is not permitted, signs to be supported from the structure above.
- 5.1.8. The Lessor's Architect's decision on the approval of any signage is final and the adherence to this criteria will be vigorously enforced.

5.1.9. All external signs are required to be illuminated and will be metered. The Lessee is responsible for cost of electricity used. The times for the signs to remain illuminated is specified in the house rules.

5.1.10. No pylon signs will be allowed.

5.1.11. The premises will not be handed over for beneficial occupation until the proposed signage has been approved by the Lessor's Architect on behalf of the Lessor.

5.1.12. The Lessee will not be permitted to commence trading until the approved signage has been installed and the installation has been approved by the Lessor's Architect on behalf of the Lessor.

5.2. Shopfront Signage Criteria

5.2.1. Only one sign per shop is allowed and the Lessee is obliged, at its own cost, to supply and install such sign above the Lessee's shop frontage.

5.2.2. Additional signs may be allowed if the shop frontage consists of two or more sides with entrances but only at the discretion of and with the prior approval of the Architect.

5.2.3. All signs shall be erected on and parallel to the surface of the shopfront.

5.2.4. Temporary signs, sign-writing, sales posters, credit card information and the like and painting on shopfronts are not permitted.

5.2.5. Proposed Lessee logos, decals, trading hours or slogans and the like on the shopfront glass form part of the signage submission and is subject to the Lessors architects' approval. Any application on the shopfronts installed without approval will be removed.

5.3. External Signage Criteria

5.3.1. All the general requirements for the signage noted above will be applicable to the external signage with the exception that "box type" signs will be permitted externally.

5.3.2. External signage is a sign which is installed on the façade of the building other than above the Lessee's shopfront or frontages.

5.3.3. External signage will be allocated for premises exceeding 200m². Smaller premises will not qualify for external signage.

5.3.4. External signage positions on the façade of the building are at the discretion of the Lessor represented by the Lessor's architect and agreed in the Offer to Hire.

5.3.5. The Lessors Architect will indicate proposed signage positions on external signage drawings and will also indicate the size of the sign as agreed with the Lessee in the Offer to Hire, if applicable. Lessees will not be allowed to exceed these sizes without written approval from the Lessor's Architect.

5.3.6. All external signs are required to be illuminated and will be metered. The sign may be backlit or with spotlights from the front. The Lessee is responsible for cost of electricity used.

5.3.7. Only concealed fixing will be allowed, no exposed brackets and bolts are permitted and all wiring and transformers are to be concealed from the naked eye. Transformers should be incorporated inside the sign. No visible trunking or wiring will be tolerated and will be removed. Should this breach

5.3.8 No pylon signs will be allowed.

5.4. Information required for approval of Signage

5.4.1. The above signage criteria and requirements must be used to prepare full documentation for the approval of external and shopfront signage.

5.4.2. An elevation of the full shop frontage, a section and detailed specification must be submitted to the Lessor's Architect on a scale 1:25.

5.4.3. All materials to be used including the type of lighting used must be specified.

5.4.4. Fixing methods and position of power supply must be included.

5.4.5. The Lessee cannot proceed with the installation of signage prior to written approval.

6. CONSTRUCTION DRAWINGS

6.1. Administration

All drawings and specifications relating to the Lessee's design for the premises must, in terms of the lease, comply with the criteria laid out in this document and must be submitted for approval to the Tenant Coordinator as listed in the contact information.

The Lessor's Architect will be responsible for obtaining approvals from the various Consultants for the Lessee's scheme, in addition to which he will answer all queries relating to premises units.

All construction drawings for the premises must comprise as a minimum the following information as applicable:

- A floor plan of premises indicating full layout and dimensions of trading area, storage area, and electrical power requirements: 1: 50 scale.
- A reflected ceiling plan indicating bulkheads, pelmets, lighting, ceiling type and configuration: 1: 50 scale.
- Interior elevations of all walls indicating materials, finishes and merchandising equipment: 1: 50 scale.
- Shopfront elevation including signage proposals: 1:25 scale.
- Signage proposal: 1:25 - Fabrication drawings required.
- Sample board of all materials to be used within trading area, may be required by the Tenant Coordinator.
- The Tenant Coordinator reserves the right to request artist impressions and or photos of the interior of similar premises.
- No hand drawn plan submissions will be accepted by the Tenant Coordinator.
- The plan submissions will only be accepted in x1 set of DWG or DXF format, and x1 set in pdf format.
- The Lessee must ensure that the Tenant Coordinator has the correct details for the contact person (if the mandated premises designer changed). Neither the Lessor nor the Tenant Coordinator will take responsibility for any miscommunication as a result of negligence on the part of the Lessee, by them not responding or commenting in writing to the Lessor's or Tenant Coordinator's correspondence.
- All drawings must be numbered, dated and have a revision number on them and must be kept current.

Note: The submissions will be considered incomplete if not accompanied by a full signage proposal.

Any variation from the approved submission must be forwarded to the Architect immediately and no abortive construction costs will be born by the Lessor if premises are constructed from superseded store layouts and construction information.

6.2. Minimum information required from the Lessee's designer:

6.2.1. Layout of walls and partitions

- i. Specify type and dimension fully with lengths, heights and thickness.

6.2.2. Finishes to walls or partitioning

- i. Type of plaster.
- ii. Type and colour of paint.
- iii. Type and colour of vinyl or wallpaper.
- iv. Other types of finish.

6.2.3. Doors, frames etc

- i. Dimensioned positions of doors, indicating door swings, sliding doors or roller shutters.
- ii. Size of doors.
- iii. Type of doors.
- iv. Finish to doors (if painted, specify colour).
- v. Type of door frame required with details, if necessary.
- vi. Glazed section in walls or partitions - fully dimensioned and detailed.
- vii. Details of any other openings, e.g. sliding hatches, etc.
- viii. Door furniture: Type - catalogue numbers, finish (check on availability).

6.2.4. Floor finishes

Specify type and colour for e.g.

- i. Vinyl tiles.
- ii. Carpet.
- iii. Ceramic tiles.
- iv. Granolithic, epoxy etc.

6.2.5. Ceiling Plan

- i. Height above finished floor.
- ii. Any step in ceiling
- iii. Materials.
- iv. Grid of suspension tees.
- v. Position of lights and light span tracks.
- vi. Dimensioned set out point of ceiling grid.
- vii. Air conditioning diffusers/units etc.

6.2.6. Plumbing

All plumbing requirements will be installed as agreed and signed between the Lessee and the



Lessor, and as documented in the Offer to Hire and shop layouts.

- i. Dimensioned positions of all sanitary fittings required. Consult Architect on possible positioning.
- ii. Details of fitting - catalogue numbers and sizes.
- iii. Drainage, venting, anti-siphonage to the above.
- iv. Any other equipment which requires drainage or venting, e.g. refrigeration equipment.
- v. Hot water supply by the Lessee is as regulated by SANS 10400 Part XA to be by means of a heat pump

6.2.7. Electrical Drawing Requirements

- 6.2.7.1. Electrical layouts shall only be issued to the Tenant Coordinator or Architect. Under no circumstances shall drawings be issued to the Lessor's electrical contractor directly.
- 6.2.7.2. All revisions shall be "clouded". Every revised drawing shall have a unique revision number, with description in the revision column.
- 6.2.7.3. Dimensioned positions on plan and height of all outlets for electricity, telephone, intercom and alarm systems.
- 6.2.7.4. Specify type of outlets.
- 6.2.7.5. The lighting layout is to be shown on the ceiling plan, indicating electrical capacities.
- 6.2.7.6. Any special connections for display lighting or shopfront lighting.
- 6.2.7.7. Indicate switching requirements for lights.
- 6.2.7.8. The dimensioned positions, accurate details and electrical capacities of other equipment; which may require special electrical connections, e.g. cooking equipment, waste disintegrators, refrigeration equipment, compressors, PABX, air-conditioning computers etc.
- 6.2.7.9. In the case of wall-mounted lights, the mounting height as well as dimension from the nearest wall shall be indicated.
- 6.2.7.10. The lighting layout shall indicate all light fittings, planned for installation in the premises - including lights installed by the Lessee's electrical contractor. The drawing legend shall indicate clearly: "Lights by Lessee" OR "Lights by Lessor".

6.2.8. Light switching

The lighting layout shall indicate dimensioned positions of additional light switches. Light switches shall be positioned on perimeter brick walls.

6.2.9. Socket Outlets

- i. All socket outlets shall be dimensioned on the Lessee's electrical drawing. Where no heights are indicated, it will be assumed that the mounting height is 300mm AFFL. to the bottom of socket outlet.
- ii. No floor mounted outlets will be allowed.

6.2.10. Power Supplies for Heating, Ventilation and Air Conditioning (HVAC)

A breaker for air conditioning units will be provided in the DB.

6.2.11. Isolators

- i. The electrical layout shall indicate dimensioned positions of isolators.

- ii. Final connection between Isolator and Lessee electrical equipment (ie. Cooking appliances), will be done by the Lessee's electrical contractor.

6.2.12. Access Control and Security System

This will be installed by the Lessee's specialist installer, at the cost of the Lessee.

6.2.13. Data Cabling

This will be installed by the Lessee's specialist installer, at the cost of the Lessee.

6.2.14. Telephones

- i. Each premises will be provided with one wall box, with blank cover for the telephone point, next to the DB.
- ii. All other telephone points shall be dimensioned on the Lessee's electrical drawing. Where no heights are indicated, it will be assumed that the mounting height is 300mm AFFL to the bottom of telephone point. No surface conduits or wires will be allowed.
- iii. Telephone points on walls/ drywalls/ counters, required by the Lessee, will be installed by the Lessee's electrical contractor.

6.2.15. Signage Electrical Requirements

The Lessee lighting layout shall indicate whether the premises sign is neon, LED or fluorescent lighting. In the case of neon light, the Architect reserves the right to position the fireman's switch. All neon signs inside the premises shall be indicated on the lighting layout. These signs shall be controlled by the fireman's switch at the premises entrance.

6.2.16. Other Electrical Requirements

- i. All other electrical and electronic requirements, not mentioned above will be for the Lessee's own account, unless otherwise agreed with the Lessor.
- ii. Where work of an electrical nature is to be carried out by the Lessee, the name of the Lessee's electrical contractor is to be submitted to the Lessor's Architect for approval prior to the commencement of work. The Architect shall also inspect the work upon completion. The Lessee will remedy any damage to the permanent installation or defective workmanship. The contractor must issue a Certificate of Compliance to the Centre Manager prior to trading.

6.2.17. Air conditioning and Extraction

- i. The position of all air conditioning, ventilation and extraction and their ducting to be clearly shown on all Lessee's ceiling layouts.
- ii. The position of all extraction units to be clearly marked on the Lessee submission drawings and final positions to be confirmed on site with the Lessors Architect.
- iii. Where the extractors are to penetrate through the roof sheeting, the Lessee is to give the Lessors Architect a minimum of two weeks' notice to order the back flashing. Any leaks arising from the failure of the Lessee to arrange this will be for the Lessee's account.
- iv. Further all supports to the extraction units are to be below the sheeting

- v. The extraction work as approved is to be strictly adhered to.
- vi. The position of external condenser units to be shown and agreed with the Lessees Architect prior to installation.

6.2.18. 6.2.9 Heavy Loads

- i. Size, weight and position of equipment.
- ii. Proposed method of transport and route to be taken to install.

6.2.10 Outside Seating (for Restaurants only)

- i. Type of floor finish including levels if raised
- ii. Details of balustrade or flowerpots that define area.
- iii. Lighting requirements.
- iv. Proposed type of seating and layout.
- v. Details of counters and any other furniture or equipment.

7. DRAWING APPROVAL PROCEDURE

- 7.1 The Lessee's mandated designer must submit complete documentation as fully described in this document with the time frame as agreed in the offer to hire.
- 7.2 The Tenant Coordinator will approve or comment on the documentation within seven working days.
- 7.3 The Lessee will be allowed seven working days to prepare amendments for the resubmission if the drawings are not approved.
- 7.4 Once the drawings and specifications have been approved, the parties concerned will agree to the Beneficial Occupation date. Should this final beneficial occupation date be later than the contractual date and the delay was caused by the Lessee, either by non-standard submission or delay in correction of drawings, then the terms of clause 12 of the Offer to Hire will apply.
- 7.5 The beneficial handover date of the premises will be confirmed by the Tenant Coordinator to the Lessee no later than twenty one days prior to the handover date.

8. COST OF LESSEE'S ADDITIONAL WORK

Should the Lessor be required to carry out any additional construction work over and above the agreed Specification and Standard Allowances, the following will apply:

- 8.1. Once design approval has been obtained by the Lessee from the Lessor's Architect, a copy of the approved drawing will be passed onto the Cost Controller, and a cost Budget will be prepared. The Budget will include a detailed breakdown of work to be undertaken, along with the cost allocation to each item based on the agreed rates with the various Contractors already employed on the project by the Lessor. The above costing will include as part of the final construction costs.
- 8.2. On completion of the Cost Budget, the Lessee's written approval of the costing which will then form the basis for the cost control of the work to be undertaken within the Lessee's premises will be required.

Prior to commencing with the additional work on the Lessee's premises, the Lessee shall pay to the Lessor 100 % (one hundred percent) of the approved costs.

- 8.3. In order to ensure proper cost control of the project, the Lessee will be requested to issue all variations from originally agreed plans via the Architect who will immediately inform the Project Cost Controller, facilitating the immediate calculation of cost effects of such variations, which will have to be approved in writing by the Lessee.
- 8.4. On completion of the work, the Project Cost Controller will re-measure the various items and issue a final account to the Lessee for his information only.
- 8.5. When, at the discretion of the Tenant Coordinator, the Lessee has made substantial changes to the scope of works to be carried out by the Lessor, of such a nature that these changes will result in the beneficial occupation date not being met, the Tenant Coordinator will inform the Lessee, in writing, the extent of such a delay and will confirm a revised beneficial occupation date.

9. MUNICIPAL AND OTHER APPROVALS

- 9.1. The Lessee and/or his/her designer are responsible for obtaining the relevant Municipality's approval for the purpose of a trading licence. The Lessee should acquaint themselves with the Fire Departments requirements in relation to means of escape, signage of fire fighting equipment and combustion materials for the premises.
- 9.2. The Lessor's municipal approvals will be obtained on the basis of the premises as per Annexure B1 and B2 of the Offer to Hire (i.e. the general mall plan). Additional work required by the Lessee will be submitted for approval to the municipality by the Lessee. Should a Lessee fail to submit such additional drawings to the municipality for approval, the Lessee will be held responsible for any delay that might cause in the Lessee's ability to commence with their trading. In the case of certain premises the Lessor's Municipal approval will be sufficient for use by the Lessee. The Lessee must acquaint himself with the Lessor's approval to ensure that it is sufficient for his use.

10. BENEFICIAL OCCUPATION

- 10.1. On the date of beneficial handover the Tenant Coordinator will convene a handover meeting, which must be attended by representatives of the Lessee, main contractor and Tenant Coordinator. On acceptance of the premises by the Lessee, the handover certificate will be completed by the relevant parties and the following details will be recorded:
 - 10.1.1 The water meter reading as per the time of the meeting.
 - 10.1.2 The electricity meter reading as per the time of the meeting.
 - 10.1.3 Any outstanding items still to be finalized or rectified by the main contractor as part of the construction of the premises. Please note that all outstanding items must be identified and noted by the Lessee at this meeting as any items identified after this date will be for the responsibility of the Lessee.
 - 10.1.4 The notification of acceptance of the premises and the handover of the door keys.
- 10.2. The Lessee must allow the main contractor access to the premises to complete any outstanding items as listed on the handover certificate and the main contractor will be instructed to liaise with the Lessee or his premises fitter/contractor to confirm working hours and access. The main contractor will be allowed 30 calendar days from the date of handover to complete these outstanding items.
- 10.3. The premises will not be handed over to the Lessee if the following have not been received and/or approved by the Tenant Coordinator prior to the handover meeting:

- 1) Plans of the premises as described in this document,
- 2) Approved signage proposal as per clause 5 of this document,
- 3) Confirmation of Lessee's Council plan submission and/or Council approval if required.
- 4) The rubble removal/damages deposit has not been received.

10.4. The Lessee is responsible for rental payment as per the agreed Lease commencement date even if the premises is not handed over as a result of delays caused by the Lessee.

10.5. Should the Lessee fail to provide the information stipulated in this document by the requested date provided by the Tenant Coordinator, the beneficial handover date of the premises as per the Offer to Hire will be binding. Rental as per the Lease Agreement/Offer to Hire will apply, even if the Lessee fails to open the premises by the lease commencement date.

11. COMPLETION OF WORKS AFTER BENEFICIAL OCCUPATION

- 11.1. If the Lessee completes their own ceiling installation, it is the responsibility of the Lessee or his agent, to coordinate the completion of all second fix items (A/C, lighting, etc.), to be installed by the Lessor's contractors. Delays due to the Lessee's contractors will not delay the Lease commencement.
- 11.2. If the Lessee requires only a DB with a meter to be installed and will complete the second fix electrical works, i.e., wall plugs, lighting etc. themselves, it is the responsibility of the Lessee and his contractors to make good any work already completed by the Lessor's contractors i.e. completed plastered and painted walls, ceilings and bulkheads.
- 11.3. The Lessor's contractors will not be available to complete any ceiling bulkhead enclosures should the Lessee install his own rollershutter doors. This work must be completed by the Lessee's contractors / shopfitter and the quality and design will be for the approval of the Lessor's Architect.
- 11.4. The Lessor's contractor reserves the right to complete any minor builder's items / snags that were noted on Beneficial Occupation by the Lessee, his agents and the Architect or Tenant Coordinator. Minor snags will not constitute a reason for the Lessee to refuse to accept Beneficial Occupation of the premises.
- 11.5. The electrical installation of the premises, will be in accordance with the lease agreement, as well as design drawings received. A copy of the Certificate of Compliance for the electrical installation completed by the Lessor will be handed to the Lessee or his authorized agent for electrical work completed by the Lessor.
- 11.6. The Lessee shall inform the Lessor in writing, in the case where the Lessee intends to make any electrical changes or additions to the electrical installation which will invalidate the Certificate of Compliance for work completed by the Lessor.
- 11.7. It is the Lessee's responsibility to ensure that after Beneficial Occupation and during fit out and merchandising, all statutory regulations are adhered to.

12. LESSEE'S CONSTRUCTION WORK ON SITE

12.1. Security

The Lessee will be entirely responsible for the security of the Leased premises during the Beneficial Occupation period, and shall take all necessary steps to secure same. The Lessor

12.2. Working Hours

12.2.1 In existing Centres:

Normal working hours can be maintained on site, provided no disruption to existing Lessees occur.

Over-time work can be accommodated provided that the architect has been informed and that no disruption of trade to existing Lessees occurs.

12.2.2 In new Centres:

All work must be co-ordinated with the Main Contractor's representative.

12.3. Public Safety

12.3.1 It is the responsibility of the Lessee to ensure that his/her Contractors exercise all caution in matters relating to public safety and construction safety or standards established by all Authorities having jurisdiction. The Main Contractor or Lessor may from time to time issue instructions to a Lessee's Contractor regarding safety and these instructions must be strictly adhered to.

12.3.2 All work is governed by the latest construction Safety Act and the Lessee's Contractor must comply with the requirements of this and any other Acts applicable and with the requirements of the Main Contractor's Construction Superintendent in these areas. The Lessee's Contractors are to appoint a responsible person on site and must supply the Architect with a copy of the BIFSA Certificate or letter of appointment as proof of the appointment before commencing work on site.

12.4. The Lessee and all of the Lessee's contractors and agents are to comply with the terms of the Occupational Health and Safety Act including the standards.

12.5. Protection of The Works And Making Good any Damage

12.5.1 The Lessee's Contractors shall provide proper and adequate protection to all surfaces including walkways, floors, walls, bulkhead, ceiling, shopfronts, etc, during the execution of the Lessee's works on site and the Lessee shall be responsible for making good any damage whatsoever caused by the activities of their Contractors.

12.5.2 Protection against dust during construction is of vital importance and damage to goods of other tenants will be claimed from the Lessee.

12.6. Access to Leased Premises

Access to the Leased premises for both construction personnel and material handling will be restricted to delivery areas. Prior to commencing his finishing work, the Lessee must consult with the Architect to obtain the entrance locations and timing of material deliveries.

12.7. Lessee's Contractor - On Site

12.7.1 The Lessee shall, at all times be responsible for his/her Contractor working to the rules and regulations defined herein or as may be imposed by the Lessor in order to ensure that Lessee's who are already trading in the centre have proper use of their premises without disturbance or interference.

12.7.2 All work benches, bench saws, tools, equipment and construction materials must be contained within the limits of the Leased premises and no work may be carried out in the public areas or parking area.

12.7.3 The Lessee will be directly responsible if any of the above is not adhered to. Any

items of the above will be confiscated and a fine of R 2000 per item will be levied.

- 12.7.4 The Lessee's Contractor shall be in the possession of all necessary insurance covering themselves against Contractors All Risks, Workman's Compensation, Tools and Equipment and all other Insurance Policies whether statutory or otherwise.
- 12.7.5 The Lessee shall further ensure that his/her Contractor is in possession of Comprehensive Public Liability Cover. The Lessee shall, upon request, present proof of full insurance cover.

12.8. Certification

The Lessee is to provide the correct documentation to prove that any building, electrical or plumbing work, carried out on his/her behalf has been undertaken by registered Building, Electrical or Plumbing Companies of the relevant Local Authority.


12.9. Contractors Rubble

- 12.9.1 The Lessee's contractor or staff shall be responsible to remove all builders / shopfitting / merchandising rubble, generated as a result of the Lessee's installation and will not be allowed to utilise the Main Contractor or any of his sub-contractors refuse skips or bins for this purpose.
- 12.9.2 All rubble to be removed on a daily basis. The Lessee will be charged for any costs resulting from the removal of any builders / shopfitting / merchandising rubble being removed from the premises on their behalf.
- 12.9.3 Rubble removal during the beneficial occupation period will be removed by the Lessee, including building or contractors rubble and any rubble produced as a result of shopfitting or merchandising done by the Lessee or his/her contractor.
- 12.9.4 Blockage of sewer. Any blockage of the sewer line which is caused by the Lessee's contractor will result in a claim from the Lessor for the rectification and consequential damage to the building and or other Lessee's premises.

12.10. Rubble and Damage Repair Deposit from Lessee's Contractor

- 12.10.1 A refundable deposit of R10 000.00 (Ten Thousand Rand) for shops over 500m² and R5 000.00 (Five Thousand Rand) for shops smaller than 500m² will be required from the Lessee's contractor or shopfitter at beneficial occupation. This deposit will be used in the case where the Lessor has to remove rubble or repair any damages or blockage of the sewer, caused by the Lessee's contractor.

13. LIST OF ITEMS REQUIRED BEFORE STORES WILL BE ALLOWED TO TRADE

- 13.1. Once the Lessee's installation has been completed, the Lessee's electrical contractor must issue a Certificate of Compliance, for the relevant changes or additions to Centre Management, prior to commencement of trading.
 - 13.2. Building and fire occupation certificates must be obtained by the Lessee, if applicable. Certificate must be forwarded to the Centre Management, prior to commencement of trading.
 - 13.3. If any Plumbing work has been done by the Lessee, the Plumbing Certificate and layout plans is to be handed to Centre Management prior to commencement of trading.
 - 13.4. Lessee's shop signage is to be installed and illuminated as per the approved specification.
 - 13.5. Proof that Lessee's plans have been submitted to Council to be handed to the Centre Management prior to commencement of trading.
- 

- 13.6. A minimum of 24 hours notice is to be given to Centre Management confirming opening date of store, if prior to lease commencement date.

This Premises Fitout Criteria (Annexure G2) forms part of the Irrevocable Offer to Hire made by the Lessee and without further signature will form part of, and be incorporated into the final standard lease, when signed by the Lessor and Lessee.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a cursive or semi-cursive script.

ANNEXURE "I"

TURNOVER RENTAL**1. ADDITIONAL RENTAL**

In addition to the basic rental and other costs and charges as set out in the schedule of the lease agreement, the Lessee shall pay to the Lessor by way of additional rental, the amount (if any) by which the turnover rental described in this annexure for any turnover period exceeds the basic rental payable during the same turnover period.

2. TURNOVER RENTAL PERCENTAGE

The turnover rental is the turnover percentage as stated in item 11 of the Schedule of the Lessee's Net turnover during every turnover period.

3. TURNOVER PERIODS


The first turnover period commences on the lease commencement date and terminates at the end of the Lessee's then current financial year. Each subsequent turnover period coincides with the Lessee's financial year. The last turnover period terminates when the Lease expires, even if the Lessee's then current financial year has not yet ended.

4. AUDITED CERTIFICATES

4.1. Within 60 (sixty) days after the end of each turnover period, the Lessee shall furnish the Lessor with an audited certificate indicating the net turnover of the Lessee for the immediately preceding turnover period, and simultaneously with the delivery of such certificate, the Lessee shall pay to the Lessor the amount due in respect of additional rental, if any.

4.2. If the Lessee fails to deliver the certificate as provided in clause 4.1, the Lessee shall, without prejudice to any other rights which the Lessor may have in terms of this Lease or at law, be liable for the penalty stipulated in item 20 of the Schedule to the Lease, for each day that the Lessee is in breach of this clause 4. The Lessee shall pay this penalty on demand.

4.3. The Lessor shall be entitled, in his sole discretion, to audit any monthly and/or annual turnover statement supplied to him by the Lessee. The audit will be conducted by the Lessor or by the auditors appointed by the Lessor. *Should the turnover figures supplied by the auditors reflect a variance of more than 5% on what was provided by the Lessee, the cost of the audit shall be borne by the Lessee and shall be payable on demand.*



5. NET ANNUAL TURNOVER

5.1. "Net Annual Turnover" shall mean in regard to any period, the net selling price (excluding interest, finance charges and any tax or imposition levied in connection with the sale of goods) of all goods sold and services rendered by the Lessee and/or any licensee, concessionaire or sub-lessee including all orders taken or received at the Premises, whether such orders be executed at the Premises or elsewhere and of all goods sold and services rendered from the Premises and which have resulted from an order taken or received via the Internet site of the Building, the Lessor, its agents or the internet site of the Lessee, provided that each sale on instalment or credit shall be treated as a sale for the full net selling price in the period during which such sale shall be effected, irrespective of when the Lessee shall receive payment (whether full or partial) thereof, minus:

5.1.1. any refunds given, credits passed or allowance made on goods to be claimed defective or unsatisfactory (provided that the net selling price of any such goods in respect of which the refund, credit or allowance is given or made shall have previously been included in the net annual turnover of the Lessee);

5.1.2. the net selling price of any goods returned for exchange, provided that the net selling price of the goods exchanged for the returned goods shall have been included in the net annual turnover of the Lessee;

5.1.3. any amount reasonably written off during the relevant period as bad debts, provided that should any debts which have been written off as bad debts be subsequently recovered by the Lessee, then the amount or amounts so recovered shall be included in and form part of the net annual turnover of the Lessee for the relevant period during which the recovery of such bad debts has taken place;

6. BOOKS OF ACCOUNT

The Lessee shall keep and maintain at all times during the currency of this Lease and in accordance with sound accounting practice, full and accurate books of account from which the net turnover in respect of each turnover period can be ascertained.

7. VOUCHERS

The Lessee shall keep and preserve during and for at least 2 [two] years after the end of each turnover period, all vouchers, sales slips, dockets, hire purchase agreements, bank deposits, records, tax returns and other evidence of turnover for such turnover period. The Lessor shall have the right at any time and from time to time to cause its auditors to inspect all the books of account, statements, documents, records, returns and other documents of the

CONSENT TO PROCESS PERSONAL INFORMATION AND POPI COMPLIANCE DOCUMENT

[TO BE SIGNED BEFORE A LEASE APPLICATION IS PROCESSED AND TO BE ANNEXED THE LEASE AGREEMENT AS AN ANNEXURE]

DEFINITIONS

1. In this Document, unless the context otherwise requires, the expressions defined below shall bear the meanings set out hereunder:
 - 1.1. "Data Subject" means the Lessee and Sureties as defined in the Responsible Party's due diligence forms and processes, its FICA requirements and in the Lease, including its agents, employees, representatives, managers, franchisor(s), shareholders, directors, members, partners, trustees, clients, suppliers, guests, invitees, contractors, subcontractors, successors in title and permitted assigns, and where the Lessee is a juristic person includes any entity that Controls, or is under common Control with, or is Controlled by, the Lessee, and warrants that it has obtained consent from its affiliates to authorise the Responsible Party to in terms of this Document;
 - 1.2. "this Document" means this document headed "CONSENT TO PROCESS PERSONAL INFORMATION AND POPI COMPLIANCE DOCUMENT" and marked ANNEXURE "M";
 - 1.3. "FICA" means the Financial Intelligence Centre Act 38 of 2001, and its amendments;
 - 1.4. "Lease" means for the purpose of this Document the draft offer or standard lease provided to the Data Subject, or the concluded agreement of lease once so concluded, including its annexures and offers to lease (if any);
 - 1.5. "POPI" means the Protection of Personal Information Act 4 of 2013, and its amendments; and
 - 1.6. "Responsible Party" means the Lessor of the premises forming the subject to the lease application submitted with this Document, its managing agents and other authorised representatives or successor in title, agents, directors, employees, representatives, shareholders, operators, contractors, and subcontractors.

USE OF PERSONAL INFORMATION

2. The Responsible Party is committed to protecting the Data Subject's privacy and recognises that it needs to comply with statutory requirements in collecting, processing and distributing of personal information. The Constitution of the Republic of South Africa provides that everyone has the right to privacy and POPI includes the right to protection against unlawful collection, retention, dissemination and use of personal information.
3. The Data Subject hereby consent to a process of collection of personal information for leasing related purposes and consent to the collection of the information from a source other than him/her/itself, which consent extend to the periods before, during and after conclusion of a valid and binding agreement of lease (if applicable).
4. The Responsible Party hereby provide the information as provided for in the Responsible Party's due diligence forms and processes, its FICA requirements and in terms of the provisions of the Lease (either potential or concluded, whichever is applicable), with respect to processing the Data Subject's information for leasing requirements, and the Data Subject hereby provide the consent required by the Responsible Party for processing purposes.
5. The data subject hereby consent to non-compliance of Section 18(1) of POPI, alternatively, insofar as compliance is necessary and in terms of section 18 of POPI, the Responsible Party must take reasonably practical steps to ensure that the data subject is made aware of the information being collected, which it

USE OF PERSONAL INFORMATION

6. The Data Subject consent to the Responsible Party collecting, storing, use and otherwise processing the personal information it/they voluntarily provide or which is obtained from a source outside of itself/himself/herself such as financial institutions, trading references, credit providers and registered credit bureaus, for the purpose of negotiating, executing, implementing, enforcing and otherwise carrying out any act in connection with the Lease, including assessing from time to time the business and financial position and behavior of the Tenant and/or Surety and (where relevant) its Affiliates, and for marketing, promotion and financial reporting of its leasing operations, and for complying with the Responsible Party's statutory obligations.
7. In terms of the provisions contained in POPI and addition to the Data Subject's consent as recorded hereinabove, personal information may also be processed if—
 - 7.1. processing is necessary to carry out actions for the conclusion or performance of the Lease;
 - 7.2. processing complies with an obligation imposed by law on the Responsible Party;
 - 7.3. processing protects a legitimate interest of the Data Subject; and
 - 7.4. processing is necessary for pursuing the legitimate interests of the Responsible Party or of a third party to whom the information is supplied.
8. In accordance with POPI, the Responsible Party confirm that:
 - 8.1. The information collected are referred to in the due diligence and FICA documentation provided to the Data Subject to provide and complete for its leasing application and for leasing related requirements, which information include information to be collected from the Data Subject or to be collected from financial institutions, trading references, credit providers (or potential credit provider) or registered credit bureaus relevant to an assessment of the financial, banking and corporate details, behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the Data Subject;
 - 8.2. the Responsible Party is;

Campus Square Pty Ltd

c/o Keystone House,

Stonemill Office Park

300 Acacia Road, Darrenwood, 2194

and

Keystone Investments Pty Ltd

c/o Keystone House,

Stonemill Office Park

300 Acacia Road, Darrenwood, 2194
 - 8.3. the purpose for which the information is being collected is in compliance with the Responsible Party's obligations imposed by law (for instance the Financial Intelligence Centre Act 38 of 2001), for considering, negotiation and conclusion of the Lease and in vetting the Data Subject to promote compliance of its obligations in terms thereof.



8.5. Failure to provide the information will result in the Data Subject's application for a lease agreement to be incomplete and will potentially jeopardise the conclusion thereof or the performance of its obligations in terms thereof if so concluded.

8.6. Particular (but not exhaustive) laws authorising or requiring the collection of the information;

8.6.1. Financial Intelligence Centre Act 38 of 2001;

8.6.2. Income Tax Act 58 of 1962;

8.6.3. Value-Added Tax Act 89 of 1991;

8.6.4. King 3 report on Corporate Governance;

8.6.5. Companies Act 71 of 2008;

8.6.6. Consumer Protection Act 68 of 2008

8.6.7. Occupational Health and Safety Act 85 of 1993; and

8.6.8. Promotion of Access to Information Act (2 of 2000);

and its amendments.

8.7. Where applicable and necessary, the information may be shared with subsidiary and associate persons (including companies) associated with or subsidiary to the Responsible Party in countries who subscribe to similar data protection laws. Where the information is shared with such persons which do not subscribe to similar data protection laws, the Responsible Person will enter into an agreement with such entity in terms whereof such entity will be liable to the protection of the Data Subject's personal information.

8.8. The data subject is further informed that—

8.8.1. The recipients of the information will be the Responsible Party;

8.8.2. The information relates to an agreement or proposed agreement in terms of which immovable property will be leased;

8.8.3. The Data Subject has the right of access to and the right to rectify the information

8.8.4. It has the right to object to the processing of personal information as referred to in section 11(3) of POPI; and

8.8.5. It has right to lodge a complaint to the Information Regulator, whose contact details are: -

JD House, 27 Stiemens Street, Braamfontein, Johannesburg, 2001

P.O Box 31533, Braamfontein, Johannesburg, 2017

Complaints email: complaints.IR@justice.gov.za

General enquiries email: inforeg@justice.gov.za.

9. The Responsible Party will endeavor to treat Personal Information received by it with reasonable care. Despite such undertaking, the Tenant and/or Surety acknowledges that it is possible for internet-based communications to be intercepted or incorrectly transmitted. Even with the use of encryption, the Internet



fraud and forging. The Tenant and/or Surety accept such risks, and warrant that its Affiliates have accepted such risks.

10. Except to the extent of its own gross negligence, recklessness or willful misconduct, the Responsible Party will not be liable for any damages suffered by the Tenant and/or Surety, its Affiliates or any third party as a result of:

10.1. the unauthorised or unlawful interception, theft, transmission or disclosure of confidential or other Personal Information disclosed to or held by the Responsible Party and/or its representatives or agents, by means of internet access, email communications, or otherwise, and/or

10.2. any errors in or any changes made to any confidential or other Personal Information.

Thus signed on this 31st day of JANUARY 20 22 at Campus Square In the presence of the undersigned witnesses:

WITNESSES:

Dindochanya

[Signature]

[Signature]

for the Data Subject - Lessee

(or duly authorised)

Thus signed on this _____ day of _____ 20 ____ at _____ In the presence of the undersigned witnesses:

WITNESSES:

Dindochanya

[Signature]

[Signature]

for the Data Subject - Surety 1

(or duly authorised)

Thus signed on this 31st day of JANUARY 20 22 at Campus Square In the presence of the undersigned witnesses:

WITNESSES:

[Signature]

[Signature]

for the Data Subject - Surety 2

(or duly authorised)



Companies and Intellectual
Property Commission

a member of sars (sc) group

COR14.3: Registration Certificate

Registration Number: **2018 / 380419 / 07**
Enterprise Name: **LOVE AND LIGHT CAFE**

ENTERPRISE INFORMATION

Registration Number **2018 / 380419 / 07**
Enterprise Name **LOVE AND LIGHT CAFE**
Registration Date **06/07/2018**
Business Start Date **06/07/2018**
Enterprise Type **Private Company**
Enterprise Status **In Business**
Financial Year End **February**

Addresses **POSTAL ADDRESS**
**25 HENLEY ROAD
AUCKLAND PARK
AUCKLAND PARK
GAUTENG
2006**

ADDRESS OF REGISTERED OFFICE
**25 HENLEY ROAD
AUCKLAND PARK
AUCKLAND PARK
GAUTENG
2006**

ACTIVE MEMBERS / DIRECTORS

Surname and First Names	Type	ID Number / Date of Birth	Appointment Date	Addresses
NGWENYA, KHANYA	Director	8202190875088	06/07/2018	Postal: 4 WEILAND CRESCENT, BLOUBOSRANT EXT, RANDBURG, GAUTENG, 2188 Residential: 4 WEILAND CRESCENT, BLOUBOSRANT EXT, RANDBURG, GAUTENG, 2188

LOVE & LIGHT CACE

RICE / PAP /TING SERVED WITH THE FOLLOWING @ R110.00/ PLATE

- ☐ CHICKEN CURRY, RICE AND SALADS
- ☐ CHICKEN SALAD
- ☐ BEEF SCHNITZEL, RICE/CHIPS AND SALADS
- ☐ PORK BELLY RIBS AND CHIPS
- ☐ VARIETY OF BURGERS

Meals include salads & vegetables

EXTRAS @ A SPOON/ BOWL

- SPINACH
- ITALIAN SALAD
- PUMPKIN
- MIXED VEGETABLES

PLATTERS

- SANDWISH
- MEATY
- VEGETERIAN
- SAVOURY

BREAKFAST

- TOASTED SANDWISHES(Chicken mayo, Cheese and tomatoes, Ham and cheese
- PREGO ROLLS
- BACON AND EGGS with bread/roll
- Omelette

AUCKLAND PARK

- (1) LOVE AND LIGHT CAFE
 - (2) LOVE AND LIGHT CAFE
 - (3) 2018/380419/07
 - (4) SHOP NO: 48 CAMPAS SQUARE SHOPPING CENTRE, CNR KINGSWAY AND UNIVERSITY, JOHANNESBURG, 2000
 - (5) LIQUOR RESTAURANT
 - (6) UJ UNIVERSITY
 - (7) ROCCO MAMA; NANDOS; PICK AND PAY LIQUOR STORE; WIMPY
 - (8) NONE
-

PIMVILLE

- (1) LEBONA INNOCENT KURATA
 - (2) KUMI'S LOUNGE
 - (3) 9211085826083
 - (4) 35/11906 ZONE 9, PIMVILLE, SOWETO, 1809
 - (5) LIQUOR RESTAURANT
 - (6) NONE
 - (7) NONE
 - (8)
-

BAPSFONTEIN

- (1) KHULISO MATHIVHA
 - (2) BAPSFONTEIN SHISANYAMA CORNER
 - (3) 9404140512083
 - (4) PLOT NO: 56 R50 ROAD, TWEEFONTEIN, BAPSFONTEIN, 1510
 - (5) LIQUOR RESTAURANT
 - (6) NONE
 - (7) NONE
 - (8) NONE
-

OLIVEDALE

- (1) Souvlaki Box Olivedale
 - (2) Souvlaki Box Olivedale
 - (3) 2011/074183/23
 - (4) All Saints Shopping Centre Corner Windsor Way and President Fouché Olivedale Johannesburg Gauteng
 - (5) Restaurant (On Consumption)
 - (6) None
 - (7) Lungi's Pizzeria Olivedale; Mugg & Bean Olivedale
 - (8) None
-



Certificate

Membership No. **000596**

01 APRIL 2023

NATIONAL

TOURISM &

HOSPITALITY

ASSOCIATION

This certifies that

LOVE AND HIGH CAFE

is a member of this association
in good standing until
01 APRIL..... 2023

Id No/Reg No. 2018/380419/07

Address:

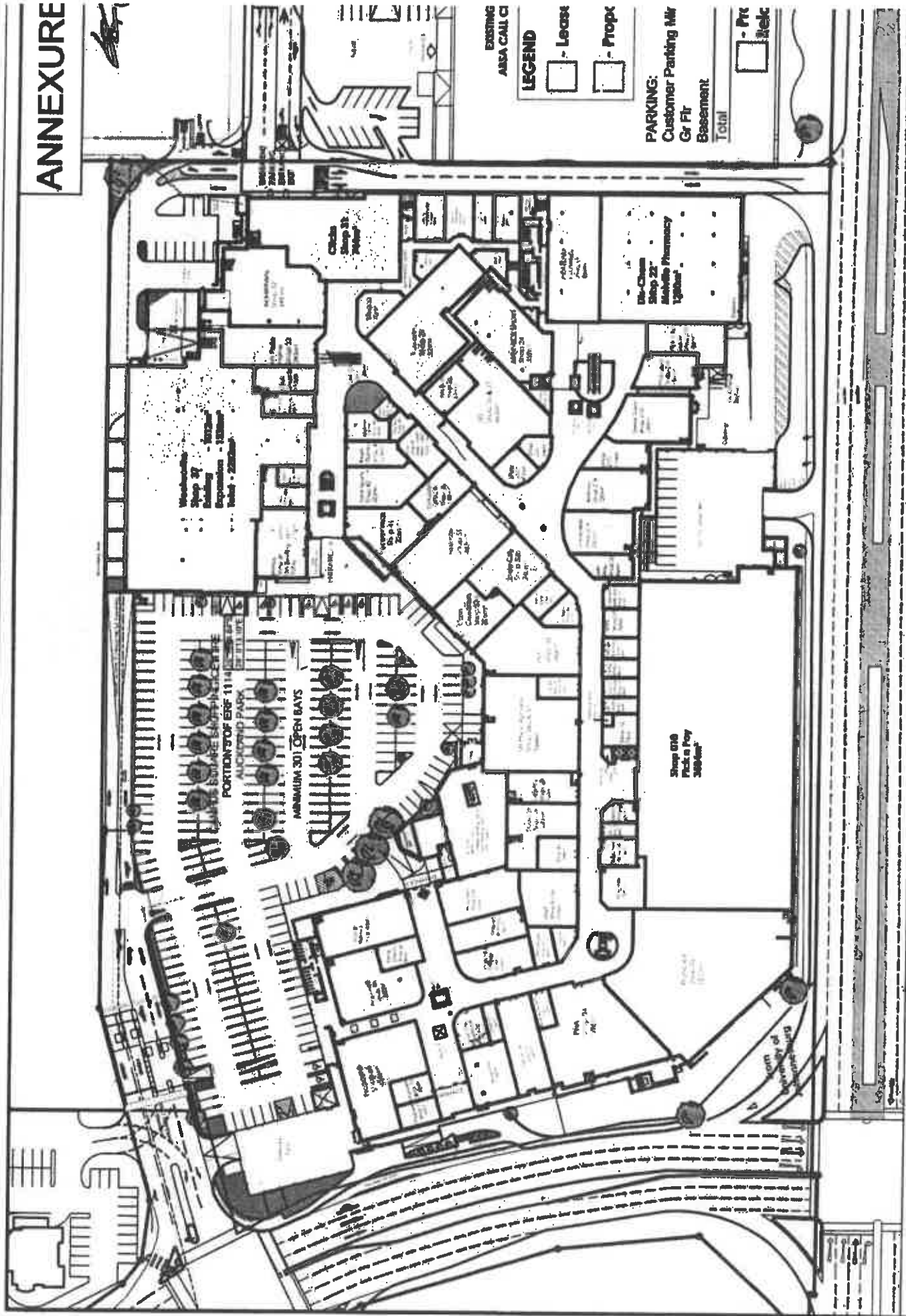
Shop no 416 Cammas Square Shopping

Centre Air Kingsway and University Johannesburg



President

M. M. M. M.





Legals
Nations
Nizamuddin
011 2774-4500

Arizona Game Shop
LIQUOR ACT-2003
TERMS OF SECTION 24
Notice is hereby given that it is
the intention of the person
whose details are set out below
to lodge an application for
Restaurant Liquor License to
the secretary of the local

209. Full address and
City, State, Zip, Country
of premises. Bootlegger
Company, Designer
Shoe, No. 4, Design
Shipping Centre, Nicol
Crown, Vietnam, No. 1
[511], 4, Little
Fourways, Spring
417 Magalies, East
219 & 1, Mapung
Estate

[illegible][illegible]