



ANVIL

PROPERTY SMITH

AGREEMENT OF LEASE

entered into between

Nickisys Proprietary Limited

(Registration No. ____2013__ / ____172526____ / __07__)

("Landlord")

and

Johannes Stephanus Gouws

(ID No. 9007315083085)

("Tenant")

IT IS AGREED AS FOLLOWS:

1 INTERPRETATION

1.1 The headings to the clauses of this agreement are for reference purposes only. Words importing any one gender shall include the others. Words importing the singular shall include the plural and vice versa.

1.2 The following terms shall bear the following meanings:

1.2.1 "the building" means the building on the property;

1.2.2 "the leased premises" means the premises specified in schedule 1;

1.2.3 "the property" means the property specified in schedule 1;

1.2.4 "the commencement date" means either:-

1.2.4.1 the date specified in schedule 1; or,

1.2.4.2 the date specified by the Landlord as the commencement date by written notice given to the Tenant, not less than 30 (thirty) days prior to the date so specified by the Landlord as the commencement date

Whichever is the later, but subject in either event to the overriding provisions of clause 3.2 below

1.2.5 "the expiry date" means the date specified in schedule 1;

1.2.6 "the common areas" shall include the foyers, passages, parking areas, entrances, exits, parking areas, ramps, landscape areas, interior and exterior stairways, toilets, and all other amenities provided by the Landlord for general use in common by the Tenants in the building and their servants, employees, customers and invitees in or about the building or the property;

1.2.7 "Pro rata share" means the ratio which the rentable floor area of the leased premises bears to the total rentable floor area of the building. In order to derive the aforesaid ratio, the rentable floor areas of the leased premises and the building



respectively shall be determined by using the SAPOA Method of Measuring Floor Areas in Commercial Buildings.

2 AGREEMENT OF LEASE

The Landlord hereby leases the leased premises to the Tenant, which hires the leased premises from the Landlord, on the terms set out in this agreement and the schedules and annexures hereto, all of which are deemed to be incorporated herein.

3 DURATION AND COMPLETION

- 3.1 This lease shall commence on the commencement date and shall continue until the expiry date as described in .
- 3.2 Should the leased premises not be ready for occupation by the Tenant on the commencement date for any reason whatsoever then the Tenant shall have no claim for cancellation of this lease or damages or other right of action against the Landlord but the Tenant shall take occupation of the leased premises on the date upon which the leased premises are ready for occupation. In that event, the Tenant shall accept occupation on the later date on which the leased premises become available which shall thereupon be deemed to be the commencement date. The duration of this lease shall not be extended accordingly.
- 3.3 Any dispute between the parties as to whether the premises are available for occupation shall be referred for determination to an architect in private practice nominated by the Landlord in writing and the decision of such architect, who shall act as an expert and not as an arbitrator, shall be final and binding on the parties.
- 3.4 If the building is in the course of completion or alteration or addition or repair or refurbishing on the commencement date the Tenant acknowledges that it must necessarily suffer a certain amount of inconvenience and loss of beneficial occupation from the building operations, noise and dust resulting therefrom, or from any cause associated therewith, and that it will have no claim against the Landlord or its officers or servants for compensation or damages or for a remission of rent by reason of any such inconvenience or loss of beneficial occupation during the period of completion.
- 3.5 If it is indicated on schedule 1 that the Tenant is given an option to renew this lease, that option shall be governed by the following provisions, namely:-
 - 3.5.1 the option, if duly exercised, shall result in this lease being renewed for such further period as shall be indicated in schedule 1 as the option period, on the same terms and conditions as contained in this lease save that there shall be no further option



to renew the lease and the rentals and other amounts payable by the Tenant to the Landlord during the renewal period shall be as agreed in terms of Clause 3.5.3 ;

3.5.2 the Tenant shall give the Landlord written notice of its exercise of the option not less than 6 (six) months prior to the expiry date;

3.5.3 the rental and other charges payable by the Tenant in respect of the option period shall be a market related rental together with a market related escalation rate as agreed upon by the parties by no later than 4 (four) months prior to the expiry date.

Should the parties fail to agree upon the rental payable during the renewal period and the escalation thereof, then:

3.5.3.1 the parties shall appoint a registered valuer, acting as an expert and not as an arbitrator, by mutual agreement who will determine a market related rental and a market related escalation rate, if applicable, by no later than 2 (two) months prior to the expiry date. The valuers decision shall be final and binding on the parties.

3.5.3.2 In the event of the parties failing to agree as to who the registered valuer will be, the parties shall procure that one will be appointed by the president of the SA Council of Valuers or his nominee. The cost of procuring the appointment of such valuer shall be borne by the parties in equal shares.

3.5.4 notwithstanding the foregoing, the option shall automatically lapse and no longer be capable of being exercised by the Tenant if the Tenant breaches any of the terms of this agreement at any time prior to the expiry date.

4 DEPOSIT AND RENTAL

4.1 Deposit

The Tenant, shall on the signing hereof, pay the deposit specified in Clause 1.6 of Schedule 1 to the Landlord. The Landlord shall have the right to apply the whole or portion thereof towards payment of the rent, water and electricity charges, key replacements, renovations and any other liability for which the Tenant is responsible in terms of this agreement. If any portion of the deposit is so applied, the Tenant shall forthwith reinstate the deposit to its original amount.



The deposit, or the balance thereof, as the case may be shall be refunded by the Landlord to the Tenant:-

- 4.1.1 after the Tenant shall have vacated the leased premises; and
- 4.1.2 after all the Tenants obligations to the Landlord in terms hereof shall have been fully discharged; and
- 4.1.3 free of interest.

4.2 Rental

The total monthly rental payable by the Tenant to the Landlord shall be:

- 4.2.1 the **Gross Rental** being the amount specified as such in Clause 2.1.1 of Schedule 1, subject to the escalations specified in Clause 1.8 of Schedule 1;
- 4.2.2 The Gross Rental shall be deemed to include any levies and operating costs, rate and taxes, detailed below in 4.2.2.1, if applicable, and shall subject to the escalations specified in Clause 1.8 of Schedule 1

4.2.2.1 Gross Rental Rates - R 160/ m2

- 4.3 All basic rentals, contributions towards levies/operating costs and rates/taxes payable by the Tenant to the Landlord in terms of this lease shall be paid by the Tenant monthly in advance on the first day of every calendar month.
- 4.4 The basic rental, contribution towards levies/operating costs and rates/taxes as specified in 4.2.2.1 shall, in respect of any period during the currency of this lease which is less than a full calendar month, be adjusted proportionately.
- 4.5 All amounts payable by the Tenant to the Landlord in terms of this agreement shall be paid free of deduction and set-off and with the addition of bank commission at the place specified in Schedule 1, or at such other place in the Republic as the Landlord may from time to time direct in writing to the Tenant.

5 **ADDITIONAL CHARGES PAYABLE BY THE TENANT**

The Tenant shall pay the Landlord the following further amounts on the first day of every month during the currency of this agreement:



- 5.1 the Tenant's pro rata share of such **assessment rates and refuse removal costs** as are payable by the Landlord on the property from time to time or the monthly amount as specified in Clause 3 of schedule 1, whichever is the higher.
- 5.2 the Tenant's pro rata share of any charges or imposts payable by the Landlord or which may hereafter become payable by the Landlord to any government, regional, local or other lawful authority in respect of the property or building.
- 5.3 the Tenant's pro rata share of value added tax or any other form of tax, charge or levy imposed by the state or any regional, local or other competent authority on the rental or any other amount payable by the Tenant to the Landlord in terms thereof, provided that if it shall be or shall become unlawful for the Landlord to recover any portion of any such tax, charge or levy by way of refund, the Tenant shall pay to the Landlord, as additional rent, an amount equal to the Tenant's pro rata share of any such tax, charge or levy.
- 5.4 if at any time hereafter during the currency of this agreement the charges in respect of assessment rates, refuse removal and/or for charges, imposts or tax are increased, then with effect from the date upon which any such increases become effective the Tenant shall pay an additional amount equal to its pro rata share of such increases.
- 5.5 ~~the Tenants pro rata share of the total charges levied in respect of electricity~~
~~(including stand by generator costs), water (including borehole water cost) and sewer effluent charges consumed in the building, save that if the electric current and/or water consumed by the Tenant in the leased premises is measured by means of a separate meter or separate meters, the Tenant shall pay for such electricity and/or water in accordance with its consumption as measured by such meters and at the prevailing rates and tariffs applicable from time to time. Upon leaving the premises the tenant must make sure that all outstanding water and electricity accounts are settled. The landlord can take the outstanding amount of the tenants deposit should the tenant not settle their accounts.~~
- 5.6 the **furniture rentals** (if applicable) as reflected in Schedule 4

6 MAINTENANCE AND USE OF THE LEASED PREMISES

- 6.1 The Tenant shall not use the leased premises for any purpose other than that set out in schedule 1, without the Landlord's prior written consent. The Tenant shall specifically not hold or permit the holding of sales by public auction in or upon the leased premises without the Landlord's prior written consent.



- 6.2 The Landlord does not warrant that the leased premises are fit for the purpose for which they are let or that the Tenant will be granted a license in respect of the leased premises for the conduct of the business of the Tenant or that any license will be renewed. There shall be no liability on the Landlord to do any work or make any alterations or repairs to the leased premises to comply with the requirements of any licensing authority.
- 6.3 The Tenant shall, at its own cost, keep the leased premises in a clean and sanitary condition and, in addition hereto, at its own cost, keep and maintain the interior of the leased premises in good order and condition. Without derogating from the generality of the foregoing, the Tenant shall:-
- 6.3.1 replace or repair all fixtures and fittings, appliances and doors, door handles, locks, keys, entrances and windows in or serving the leased premises and on the expiration or earlier termination of this agreement shall deliver the leased premises to the Landlord in the same good order and condition, fair wear and tear accepted, as existed at the commencement date;
 - 6.3.2 prevent any blockage of sewerage or water pipes or drains in the leased premises and shall remove at its own cost any obstruction or blockage in any sewer, water pipe or drain serving the leased premises and, where necessary, repair the sewer, water pipe or drain concerned,
 - 6.3.3 replace where necessary all fluorescent bulbs, starters, ballasts and incandescent bulbs used in the leased premises and shall be responsible at its own cost to maintain all lights in the leased premises in proper order and clean condition.
 - 6.3.4 except for normal fixing purposes, not drive or permit to be driven into the walls or ceiling of the leased premises or the building of any nails, screws or other instruments, nor do, or permit anything to be done, that may damage the walls or ceilings or any other portion of the leased premises or the building;
 - 6.3.5 maintain all glass, both internal and external, window panels and shop fronts contained in the leased premises, and shall be obliged at its expense to replace any such glass, window panels or shop fronts as may be damaged. Replacement of damaged glass shall comply with the safety regulations as specified by the Department of Trade and Industries or any competent authority;
 - 6.3.6 maintain in good order and condition, any carpeting which may be supplied by the Landlord in the leased premises, and shall, on the expiration or earlier termination of this agreement, deliver such carpeting to the Landlord in the same good order and condition as existed at the commencement date, fair wear and tear alone



excepted. It is specifically recorded that, for the purpose of this clause, "fair wear and tear" shall not apply to usage of the carpets other than for pedestrian traffic and shall not release the Tenant of its obligation to clean the carpets at regular intervals;

6.3.7 at the expiration or earlier termination of this agreement, and in the event only that the Tenant has failed to restore the leased premises to the Landlord in the same good order and condition, fair wear and tear accepted, as it was in at the commencement of this lease, pay to the Landlord, on demand, the reasonable cost of restoring the leased premises to the same order and condition in which it was at the commencement date. Without derogating from the generality of the foregoing, the cost of restoring the leased premises shall include the reasonable cost of repairing and the reasonable cost of steam cleaning any carpeting in the leased premises.

6.4 In the event of the Tenant's failing or refusing to maintain or repair the leased premises or part thereof as provided for in terms of this clause and remaining in default for a period of 7 (seven) days after dispatch by the Landlord of a written notice calling on the Tenant to rectify such default, then the Landlord shall be entitled to effect the necessary maintenance or repairs and to claim the reasonable costs incurred from the Tenant, who shall be obliged to pay such claim forthwith.

6.5 The Tenant shall notify the Landlord in writing within 7 (seven) days after the commencement date of any defects in the leased premises. If it has not notified the Landlord as aforesaid, it shall be deemed to have acknowledged that the leased premises were received in good order and condition and the Tenant shall have no claim against the Landlord for any defect which may subsequently be found therein.

6.6 The Tenant shall not :

6.6.1 change or interfere with the electrical or other lighting and heating installations in the leased premises or any air-conditioning equipment or appliances therein, without the prior written consent of the Landlord and shall ensure that the electricity supply is not overloaded at any time during the currency of this agreement;

6.6.2 cause or permit any nuisance to emanate from the leased premises, or to cause or permit any disturbance to the other Tenants in the buildings or occupiers of neighbouring premises;

6.6.3 remove, alienate or sell any goods, furniture or stock-in-trade in the leased premises , except in the ordinary course of its business;



- 6.6.4 bring into or place any safe or other heavy machinery in the leased premises or the building without the Landlord's written prior consent which the Landlord may not unreasonably withhold;
- 6.6.5 have any claim or right of action against the Landlord for abatement of rental damages, loss or otherwise by reason of any interruption in the supply of water, electricity, heating, lift, telephones, generator or any other service or amenity to the building;
- 6.6.6 store or leave or permit the storage of any goods, furniture, cartons, boxes or equipment on the pavement outside the entrance or in the entrance hall, passages, lifts or on the landings of the building;
- 6.6.7 make any alterations, additions or improvements to the interior or exterior of the leased premises or building, whether structural or otherwise, without the Landlord's prior written consent; and
- 6.6.8 receive, store or leave any cash or other valuables on the property which may in any way unreasonably compromise the safety of any person in the building or the property itself without the Landlord's prior written consent. The Landlord may, in its sole and absolute discretion refuse such consent.
- 6.7 security of and control of access to the useable areas of the leased premises shall be the responsibility of the Tenant.
- 6.8 the Tenant shall ensure that the Tenant and the Tenant's invitees comply with all reasonable rules received from the Landlord for the use of the communal amenities and services, from time to time.
- 6.9 The Tenant:
 - 6.9.1 shall be entitled from time to time to erect in the useable area of the leased premises such fixtures and fittings as may be required for the carrying on of the Tenant's permitted business therein, which shall be in keeping with the general finish of the building provided that :-
 - 6.9.1.1 all such fixtures and fittings erected by the Tenant in the leased premises shall be removed by the Tenant upon the expiration or earlier termination of this lease;



6.9.1.2 any damage caused to the leased premises as a result of any such removal shall be repaired by the Tenant at the Tenant's expense;

6.10 shall not be entitled to withhold or delay payment of any moneys owing by the Tenant to the Landlord in terms of this lease by reason of the leased premises or any part thereof being in or falling into a defective condition or a state of disrepair, or for any other reason whatsoever;

6.11 undertakes to make timeous application for any license and any renewals thereof necessary for the conduct of its permitted business in the leased premises and to proceed with any such applications without delay.

7 LANDLORD'S ACCESS

The Landlord shall be entitled :

7.1 at any time during the currency of this agreement, to effect any such repairs, alterations, improvements or additions to the leased premises, building or property as are required by any competent authority or which the Landlord may in its discretion decide to carry out. For any such purpose it shall be entitled to erect scaffolding, hoardings or other building equipment anywhere in or about the building, and such devices as may be required by law or which the Landlord's architect may determine to be reasonably necessary for the protection of any person against injury arising out of the building operations. The Landlord or any of its nominees shall further be entitled to such rights of access to the leased premises as may reasonably be necessary for the aforesaid purpose. The Tenant shall have no claim against the Landlord for compensation, damages or otherwise, by reason of any reasonable interference with its tenancy or its beneficial occupation of the leased premises occasioned by any such building works. Notwithstanding the aforesaid, the Landlord undertakes :-

7.1.1 not to unnecessarily or unreasonably interfere with the carrying on of the Tenant's business in the leased premises during the carrying out of such building works, and

7.1.2 to carry out the building works as quickly as possible in the circumstances.

7.2 to inspect the leased premises for any purpose whatsoever at all reasonable times.

7.3 but shall not be obliged at any time to clean the windows of the leased premises whether from hoists suspended from the outside of the building for the purpose, or otherwise.

7.4 to show the inside of the leased premises to prospective Tenants or purchasers of the leased premises or the property, or prospective purchasers of the share capital of the Landlord, at all reasonable times.



7.5 to exercise exclusive control and management in respect of common areas. It is recorded that the Landlord has made rules and regulations governing the relationship between Tenants of the building in regard to the common areas of which the Tenant acknowledges himself to be aware. These rules and regulations govern each class of Tenant on an equal basis. The Tenant undertakes to observe the rules and regulations and to give due consideration to the use and enjoyment of the building by other Tenants, customers and employees.

The Landlord shall have the right to vary or add to the rules and regulations from time to time.

7.6 to affix and show on the windows of the leased premises or elsewhere thereon "TO LET" notices during the period of 3 months immediately preceding the expiration of this agreement and during such period any incoming Tenant shall be entitled to exhibit on the windows or doors of the leased premises any notice that may be required in connection with any application for any license to carry on business in the leased premises.

7.7 after giving three months written notice to the Tenant at any time during the currency of this agreement to change the name of the building at its sole and absolute discretion and the Tenant shall have no claim against the Landlord for compensation or otherwise, by reason of such change of name.

7.8 to locate service mains and other facilities within the leased premises when required in terms of any by-law or regulation or required in the opinion of the Landlord's architect. Service mains will be located so as to cause minimum interference with the Tenant and will be as unobtrusive in appearance as possible. These facilities include but are not necessarily limited to drains, water supply, sewerage-lines, steam and condensate pipes, condenser cooling water pipes, electric power circuits, telephone circuits, pump stations, electric panel boards, sanitary vents and exhaust ducts.

8 INSURANCE

8.1 The Tenant shall not do or omit to do anything or keep in or on the leased premises anything or allow anything to be done or kept in or on the leased premises which in terms of any fire or other insurance policy held from time to time by the Landlord in respect of the building and/or the leased premises may not be done or kept therein, or which may render any such policy void or voidable and the Tenant shall comply in all respects with the terms of any such policy provided that if any premiums payable in respect of any such policy are increased -

8.1.1 by reason of the nature or scope of the business which the Tenant carries on in the leased premises in terms of this agreement; or



8.1.2 as a result of the Tenant not complying with the aforesaid provisions;

then without prejudice to any other rights which the Landlord may have as a result thereof, the Tenant shall on demand refund to the Landlord the amount of that additional premium.

8.2 The Landlord shall take out and keep in force during the agreement a fire insurance policy in respect of the building, as well as riot cover for glass in respect of the leased premises.

8.3 The Tenant shall be obliged at its cost to take out and keep in force during this agreement a public liability insurance policy for such amount as will provide indemnity in respect of all claims which may foreseeably be made against the Landlord arising out of the Tenant's business and/or tenancy of the leased premises, as well as an insurance policy for all glass situate in or forming part of the leased premises for whatever contingency is not covered by the Landlord's policy referred to in clause 8.2.

8.4 If any dispute shall arise between the parties in regard to the operation of this clause 8, such dispute shall be referred to an insurance expert nominated by the Landlord who shall determine such dispute as an expert and not as an arbitrator and whose decision shall be final and binding on the parties. The cost of such expert will fall on the party determined to have been at fault.

9 CONTRAVENTION OF LAWS

9.1 The Tenant shall not contravene or permit the contravention of any law, by-laws, ordinances, proclamation or statutory regulation or the conditions of any license relating to or affecting the carrying on of any business in the building, after a copy of same has been furnished to it by the Landlord.

9.2 The Tenant shall not contravene or permit the contravention of any provision contained in the title deeds relating to the property.

10 SUBLETTING, TRANSFER OF OWNERSHIP AND CESSION

10.1 Save as provided for in this Lease, the Tenant shall not cede or assign or mortgage or pledge any of its rights under this agreement, nor allow anyone else to occupy the leased premises or any part thereof on any conditions whatsoever or for any reason whatsoever, without the Landlord's prior written consent.

If the Tenant is a company or a close corporation, any change in the control of the Tenant shall be deemed to be a cession by the Tenant of its rights under this agreement,



irrespective of whether such change of control is effected through the transfer of any shares or member's interests respectively in such company or corporation, or through the issue of any unissued shares in the company or any variation in the rights attaching to any shares in the company or any other means whatsoever.

10.2 The Tenant shall not be allowed to sublet the whole or any part of the leased premises, save as follows:-

10.2.1 if the Tenant wishes so to sub-let, it shall apply to the Landlord in writing for consent to such sub-letting. The Tenant shall give the name of the sub-Tenant, the guarantor/s, if any, of the sub-Tenant obligations, the proposed date of commencement of the sub-lease (which shall not be earlier than sixty days from the date on which the Landlord received the Tenant's application), the duration of the proposed sub-lease, the portion of the leased premises which the Tenant proposes to sub-let, the rental which the Tenant proposes to charge the sub-Tenant and all other material terms of the proposed sub-lease.

10.2.2 the Landlord may, in its sole and absolute discretion :-

10.2.2.1 refuse consent; or

10.2.2.2 consent to the sub-lease on such conditions as it may determine in which case the Tenant may on receipt of written notification from the Landlord so sub-let the leased premises or part thereof subject to such conditions.

11 ADVERTISING AND SIGNS

11.1 The Tenant shall not be entitled to affix, paint, erect, install or display any advertising or other signs (including neon signs) on the windows, doors, exterior or roof of the leased premises or the building, without the Landlord's prior written consent. When applying for such consent the Tenant shall submit to the Landlord in duplicate plans drawn to scale of each sign or advertisement together with all relevant information relating thereto including, inter alia, details of the size and depth of letters to be used, the materials to be used, and the method of manufacture, illumination and attachment to, or suspension from, the leased premises or the building. The Landlord shall have the right to refuse such consent should the Landlord deem in its sole discretion that any aspect of the sign or advertisement is not in keeping with the Landlord's signage requirements or with the general signage or aesthetics of the building. In the event of such consent being granted, then the Tenant :-

11.1.1 shall keep and maintain any such signs in good, clean and proper working order and condition and comply with the requirements of any competent authority

pertaining to such signs. Should the Tenant fail to do so the Landlord shall be entitled, after giving the Tenant 7 (seven) days written notice, to attend to the signs in such manner as the Landlord deems necessary and to recover the costs of so doing from the Tenant on demand;

11.1.2 hereby indemnifies the Landlord against all claims of whatsoever nature made against the Landlord as a result of the installation, erection or operation of such signs.

11.2 The Tenant shall, by no later than the expiry or earlier termination of this agreement, remove all signs affixed, painted, displayed, erected or installed by it and make good at its own cost any damage caused as a result of such removal. Should the Tenant fail to do so remove all the signs or make good any such damage, the Landlord shall be entitled to do so and to recover the cost thereof from the Tenant on demand.

11.3 The Tenant shall not affix any posters, placards or notices to the external windows, doors or walls of the leased premises or the building, without the Landlord's prior written consent.

12 LIMITATION OF LIABILITY OF LANDLORD

12.1 Save as provided for herein, the Tenant shall not have any right, remedy or claim of any nature whatsoever against the Landlord for any loss, damage (whether general, special or consequential) expenses or injury which may be suffered by the Tenant, directly or indirectly, irrespective of whether or not such loss, damage, expense or injury shall have been caused through or as a result of the negligence (gross or otherwise) of the Landlord or any person for whose acts or omissions the Landlord is vicariously liable in law and howsoever arising. Without derogating from the generality of the foregoing, the Landlord shall have no liability to the Tenant in respect of any such loss, damage, expense or injury which may be suffered by the Tenant by reason of any latent or patent defects in the leased premises or in the building or in the property, or from any fire in the leased premises or in the building, or any theft from the leased premises or the building, or by reason of the leased premises or the building or any part thereof being in or falling into a defective condition or state of disrepair, or as a result of any particular repair not being effected by the Landlord either timeously or at all, or arising out of *vis major* or *causes fortuitous*, or arising out of any act of omission of any Tenant of the building or a change of the building's façade, appearance or any other feature thereof, or arising in any manner whatsoever out of the use of the leased premises or of the building by any person.

12.2 The Tenant hereby indemnifies the Landlord and each of the Landlord's representatives against any claim of any nature whatsoever which may be made against the Landlord or any



such representative by any of the Tenant's servants, employees, agents, invitees, dependants or contractors arising out of any event or cause referred to in 12.1 above.

13 DESTRUCTION

13.1 Should the leased premises be destroyed or damaged to an extent which prevents the Tenant from having beneficial occupation of the leased premises, then the Tenant shall have no claim of any nature whatsoever against the Landlord as a result thereof, no matter how such destruction or damage has been caused. The Landlord shall be entitled within 30 (thirty) days after such destruction or damage, to determine whether or not this agreement shall be cancelled, and shall notify the Tenant of its decision in writing within such period. Should the Landlord not notify the Tenant of its decision within such period, then the Landlord shall be deemed to have elected to cancel this agreement.

13.1.1 Should the Landlord elect or be deemed to have elected to cancel this agreement, then the Tenant shall have no claim of any nature whatsoever against the Landlord as a result of such cancellation, but shall not be liable for the payment of any rent or operating costs from the date of such destruction or damage.

13.1.2 Should the Landlord elect not to cancel this agreement, then :-

13.1.2.1 the Landlord shall reinstate, at its cost, the leased premises as quickly as is possible in the circumstances;

13.1.2.2 the Tenant shall not be liable for the payment of any rent or operating costs for so long as it is deprived of beneficial occupation of the leased premises.

13.1.2.3 should the Tenant be given beneficial occupation from time to time of any part of the leased premises, then the provisions of this agreement shall apply to such occupation and the Tenant shall make payment of the rent and operating costs therefore on a pro rata basis;

13.1.2.4 the period of this agreement shall be extended by the period during which the Tenant is deprived of beneficial occupation of the whole of the leased premises.

13.2 Should any part (but not the whole) of the leased premises be destroyed or damaged by any cause whatsoever, then :-

13.2.1 this agreement shall not be cancelled;



13.2.2 the rent and operating costs payable by the Tenant shall be reduced pro rata and to the extent to which the Tenant is deprived of the beneficial occupation of that part of the leased premises;

13.2.3 the Landlord shall repair at its cost the damaged or destroyed portion of the leased premises as quickly as is possible in the circumstances;

13.2.4 the Tenant shall have no claim of any nature whatsoever against the Landlord as a result of the said destruction or damage, no matter how caused.

13.3 If any dispute shall arise between the parties in regard to the operation or application of the provisions of clauses 13.1 and 13.2 above, such dispute shall be determined by an independent expert appointed by the Landlord, acting as an expert and not as an arbitrator, and the decision of such expert shall be final and binding on the parties.

13.4 If the total or partial destruction of the leased premises of the building referred to above is caused by any willful or negligent act or omission of the Tenant or of any person for whose acts or omissions the Tenant is vicariously liable at law, the Tenant shall be liable to the Landlord for all damages suffered by the Landlord as a result of and in connection with such total or partial destruction. Upon payment by the Tenant to the Landlord of such damages in full, the Landlord shall pay over and cede to the Tenant, as the case may be, any proceeds which the Landlord may have received from or any claim which the Landlord may have against the insurer under the insurance policy referred to in clause 8.2 above.

14 RELOCATION

The Landlord may from time to time relocate the Tenant within the building to premises which in the reasonable opinion of the Landlord are reasonably comparable to the premises previously let, in which event the Landlord shall pay to the Tenant all reasonable costs connected with the relocation.

15 REDEVELOPMENT

The Landlord may cancel this lease without the payment of any compensation to the Tenant, on 12 (twelve) months written notice to the Tenant, if the Landlord wishes to demolish the building or wishes to rebuild, redevelop, renovate, or alter the building or any part of the building or to incorporate the building into any scheme of building or redevelopment involving any adjoining building and/or property. The Landlord has no redevelopment plans for the next five years unless the building suffers extensive accidental damage.



16 BREACH

16.1 Should the Tenant :

- 16.1.1 fail to pay any amount due by it in terms of this agreement to the Landlord on due date and fail to remedy that breach within a period of 7 (seven) days after the giving of written notice to that effect by the Landlord; or
- 16.1.2 commit any other breach of any term of this agreement, whether such breach goes to the root of this agreement or not, and fail to remedy that breach within a period of 7 (seven) days after the giving of written notice to that effect by the Landlord; or
- 16.1.3 breach any of the terms of this agreement and thereafter again breach any term of this agreement (whether the same term which was breached on the previous occasion or otherwise) within a period of 12 (twelve) months after the earlier breach aforesaid; or
- 16.1.4 commit any act of or akin to an act of insolvency as defined in terms of section eight of the Insolvency Act, 1936 (Act No 24 of 1936);

then and in any of such events the Landlord shall be entitled, without prejudice to any other rights which it may have under this agreement or at common law :-

- 16.1.5 to cancel this agreement on written notice to the Tenant and claim immediate repossession of the leased premises; or
 - 16.1.6 remedy such breach where applicable and recover the total reasonable cost incurred by the Landlord in doing so from the Tenant, who shall be obliged to pay the amount thereof to the Landlord forthwith; or
 - 16.1.7 treat the Tenant's tenancy thereafter as a monthly tenancy, terminable by the Landlord on one monthly prior written notice thereof to the Tenant.
- 16.2 Should the Landlord cancel this lease and the Tenant dispute the Landlord's right to do so and remain in occupation of the leased premises pending the determination of the dispute, then :-
- 16.2.1 the Tenant shall continue to pay amounts due by it in terms of this lease on the due dates thereof;
 - 16.2.2 the Landlord shall be entitled to recover and accept those payments;



16.2.3 the acceptance by the Landlord of those payments shall be without prejudice to and shall not in any manner whatsoever affect the Landlord's claim to cancellation of this lease or of any other nature whatsoever.

Should the dispute between the Landlord and the Tenant be determined in favour of the Landlord, then the payments made to the Landlord in terms of clause 16.2 shall be regarded as amounts paid by the Tenant on account of the loss sustained by the Landlord as a result of the holding over the Tenant of the leased premises.

16.3 In the event of the Landlord instructing its attorneys to take measures for the enforcement of any of the Landlord's rights under this agreement, the Tenant shall pay the Landlord such collection charges and other legal costs, on an attorney and client basis, as shall be lawfully charged by such attorneys to the Landlord, on demand made therefore by the Landlord.

16.4 A certificate signed by a director, company secretary, credit manager or internal accountant of the Landlord or the Landlord's agent shall be prima facie proof of the amount of any indebtedness owing by the Tenant to the Landlord at any time and also the fact that the due date of payment of the whole or, as the case may be, any portion of that amount has arrived.

17 GENERAL

17.1 this agreement incorporates the entire agreement between the Landlord and the Tenant and no alteration, cancellation or variation hereof shall be of any force or effect unless it is in writing and signed by both the Landlord and the Tenant who hereby both acknowledge that no representation or warranties have been made by either the Landlord or the Tenant.

17.2 no relaxation or indulgence which the Landlord may show to the Tenant shall in any way prejudice the Landlord's rights. In particular, no acceptance by the Landlord of rent after due date (whether on one or more occasions) nor any other act or omission by the Landlord shall preclude it from exercising any rights enjoyed by it hereunder. The Landlord shall be entitled to appropriate any amounts received from the Tenant towards the payment of any cause, debt or amount owing by the Tenant.

17.3 the Tenant warrants that it has had no negotiations with any leasing agent with regard to this lease other than the leasing agent named in Clause 1.9 of Schedule 1 and indemnifies the Landlord against any claim for commission which, as a result of any act or omission of the Tenant, may be brought against the Landlord by any leasing agent in connection with this lease or negotiations regarding it.



17.4 without prejudice to any of the Landlord's rights, the Tenant shall pay the Landlord interest on all overdue payments at the maximum rate permissible from time to time under the Usury Act, 73 of 1968.

17.5 should any one or more of the provisions of this agreement be unenforceable then the remaining provisions shall be of full force and effect.

18 JURISDICTION

At the option of the Landlord any action or application concerning or arising out of this agreement may be brought in any magistrate's court having jurisdiction in respect of the Tenant, notwithstanding that the amount in issue may exceed the jurisdiction of such court.

19 DOMICILIA CITANDI ET EXECUTANDI

19.1 the parties chose as their domicilia citandi et executandi for all purposes under this agreement, whether in respect of court process, notices or other communications of whatsoever nature, the addresses specified in Clause 6 of Schedule 1.

19.2 any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing but it shall be competent to give notice by telefax or e-mail.

19.3 either party may by notice to the other party change its domicilium citandi et executandi to another physical address in the Republic, provided that the change shall become effective on the 14th day after receipt of the notice by the other party.

19.4 any notice to a party contained in a correctly addressed envelope and :-

19.4.1 sent by registered post to it at its domicilium citandi et executandi, or

19.4.2 delivered by hand during ordinary business hours at its domicilium citandi et executandi

shall be deemed to have been received, in the case of clause 19.4.1 on the 7th business day after posting (unless the contrary is proved) and, in the case of clause 19.4.2 on the day of delivery.

19.5 notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be an adequate written notice to it notwithstanding that it was not sent to or delivered at its chosen domicilium citandi et executandi.



20 COSTS

The costs of and incidental to the negotiation and preparation of this agreement, together with all stamp duty payable thereon (as specified in Clause 7 of Schedule 1) or in connection with any renewal or extension thereof shall be borne by the Tenant and paid upon demand.

21 PARKING AND BASEMENT STORAGE

- 21.1 the Landlord hereby lets to the Tenant the parking facilities and basement storage space specified in Schedule 3.
- 21.2 the said parking facilities shall be used for the purpose of the parking of a motor vehicle/s and for no other purpose whatsoever, without the Landlord's prior written consent.
- 21.3 the Tenant shall not use any space other than that allocated to it by the Landlord without the Landlord's prior written consent.
- 21.4 the Landlord shall be entitled at any time to change the parking facilities allocated in respect of the Tenant's vehicle/s without assigning any reason therefore.
- 21.5 the Tenant agrees that it will use the parking facilities in the building, including the entrance and exit ramps entirely at its own risk whether or not its vehicle/s are parked. The Tenant further agrees that it will have no claim against the Landlord, its servants or agents arising from any cause whatsoever including without limiting the generality thereof, theft, fire, impact or negligence and the Tenant indemnifies the Landlord, its servants and agents against any claim whatsoever that any servant, agent or invitee of the Tenant may have against the Landlord, its servants or agents arising out of the use by the Tenant, its servants, agents or invitees of the parking facilities in the building.
- 21.6 the rental payable by the Tenant to the Landlord in respect of the parking facilities and basement storage space shall be as specified in Clause 2.1 of Schedule 1. The rental shall be paid in accordance with the provisions of clause 4 hereof which shall apply mutatis mutandis.



22 SURETYSHIP

Attached as Annexure B. Should Surety

23 TRUSTEE FOR COMPANY OR CLOSE CORPORATION TO BE FORMED

- 23.1 If the Purchaser is contemplated to be incorporated, but does not exist at the Signature Date, then the person ("the Representative") who signs this agreement on the Purchaser's behalf, is liable to the Seller for any liabilities of the Purchaser as provided for in this agreement if:
- 23.1.1 The Purchaser is not incorporated within 30 days after the Signature Date; or
 - 23.1.2 within 3 months after the date on which it is incorporated, the Purchaser completely, partially or conditionally rejects any part of this agreement.
- 23.2 The provisions of clause 23.1 do not apply if after its date of incorporation, the Purchaser concludes an agreement with the Seller on the same terms as this agreement, or on terms in substitution for the terms of this agreement.

24 AGENTS COMMISSION

- 24.1 The Tenant warrants that no person other than the Agent identified in Clause 1.9 of Schedule 1 was the effective cause of this lease and indemnifies the Landlord against any claim for commission by any person who may claim to have been the effective cause thereof.
- 24.2 The Agents Commission payable in terms of Clause 1.9 of Schedule 1 will be paid by the Landlord once the lease is signed, stamped (if required), deposits have been paid, suretyships are in place (If Applicable), the first months rental has been paid and the Tenant has taken occupation of the premises.
- 24.3 Should this lease be terminated prematurely for any reason, the Tenant shall reimburse the Landlord that percentage of the Agents Commission as the number of remaining months of the lease bears to the total lease period in months.

25 SALE OF PROPERTY

The Tenant agrees that the Landlord shall be entitled to dispose of the property during this lease. The sale of the property by the Landlord during this lease shall not affect the terms of the lease in any way whatsoever nor entitle the Tenant to resile from the lease nor to claim damages as a result thereof. To the extent necessary, the Tenant irrevocably and *in rem suam* appoints the Landlord as its attorney and agent to sign any documentation necessary to record the assignment, by operation of law, of the lease from the Landlord to the purchaser of the property. This constitutes a *stipulatio alteri* for the head Landlord which shall be capable of acceptance by it at any time hereafter.



Signed by the parties and witnessed on the following dates and at the following places respectively:

DATE PLACE WITNESS SIGNATURE

LANDLORD

Director, who is authorized hereto
by resolution of the Directors of the
Company.

1 _____ For:

2 _____

TENANT

Mannes Gouws.

1 ELSA JOUBERT STR. FAIRVIEW



Director, who is authorized hereto
by resolution of the Directors of the
Company

1 JASON PRÉTORIUS

For:

WITNESS

2 _____

I, _____ do hereby certify that:

(a) on the ____/____/20____, the Directors of the company passed a resolution in the following terms:

“RESOLVED that the company enter into an agreement of Lease with BPDC Investments (Proprietary) Limited substantially in the form of the agreement and the annexures thereto submitted to the Directors of the company, and that any one of the Directors of the company be authorized to execute the agreement and any other documents that may be necessary to give effect thereto”;

(b) this is the agreement that was submitted to the Directors of the company.

Director



ATTACHMENTS

SCHEDULE 1	Lease Variables
SCHEDULE 2	Parking and Storage Details
SCHEDULE 3	Furniture Rental Schedule
ANNEXURE A.	Lease Plans
ANNEXURE B	Suretyship

A handwritten signature or mark, possibly initials, enclosed within an oval shape.

SCHEDULE 1 – Lease Details and Costs

attaching to the Agreement of Lease

between Nickisys pty (LTD) ("Landlord")

and Johannes Stephanus Gouws ("Tenant")

1 DEFINITION

1.1 The leased premises means:

The Network, 5 Cactus road
Unit 10,
,

shall include the parking areas referred to in Clause 21

1.2 The total Rentable Floor Area of Office

1.3 Property means:

Unit 10, The Network, Cactus road, Fairview, Port Elizabeth

1.4 Commencement date: 1 May 2021

1.5 Expiry date: 30 April 2023
Duration 2 years

1.6 Deposit: R7500, 1 months rental within 2 (two) months of signature
of lease. To be split over first 2 months



1.7 The Tenant must effect rental payments to the Landlord at:

Bank

Account Name

Account No

Branch Code _____

1.8 Escalation Rates, compounded annually, at the following percentages:

Basic Rental:	5 %
Levies and Operational:	TBA%
Rates Costs	NA %

1.9 The Leasing Agent means

ANVIL Property Smith.

Leasing Agents Commission

5% on the first two (2) years' gross rental.
2,5% on the next three (3) years' gross rental.
1,5% on the next three (3) years' gross rental.
1% on gross rental for the balance.
(Gross rental shall include basic rental, parking rental, and exclude rates and taxes)
Commission on short-term leases shall be calculated based on the above rates. No minimum commission shall apply. Commission on monthly leases shall be calculated at 5% of one (1) month's gross rental.
All calculations shall exclude VAT payable by the Tenant.

2 THE MONTHLY RENTAL (EXCLUSIVE OF VAT) PAYABLE BY THE TENANT DURING THE INITIAL PERIOD OF THE LEASE SHALL BE AS FOLLOWS:

2.1 First Year

2.1. Gross Rental

2.1.1 Net Rental incl ops/rates = R 7500

TOTAL (excluding VAT)

R 7500
=====



2.2 Subsequent Years

The Basic Rental, Operating Costs and Sundry Costs shall escalate annually, at the escalation rates set out above, with effect from each anniversary of the commencement date. The Basic Rental, Operating Costs and Sundry Costs payable for the ensuing periods, exclusive of VAT, shall be calculated on that basis:

3 **ADDITIONAL CHARGES PAYABLE BY THE TENANT**

3.1 Assessment rates :

3.2	<u>Electricity</u>	Prepaid
3.3	<u>Water & Sewer Effluent</u>	Included
3.4	<u>Furniture</u>	None
3.5	<u>Telephones</u>	For Tenant's own account

4 **OPTION TO RENEW**

The Tenant has an option to renew: YES

If the Tenant is granted an option to renew this lease then this lease shall, if the option is duly exercised by the Tenant, be renewed for a further period of 1 years, commencing on the day following the expiry date of the initial period.

5 **USE OF PREMISES**

In terms of Clause 6.1 the leased premises will be used for:

Administration and general office use with sound and video recording studio for 3rd party use as well as musician and band practice after hours.

6 **DOMICILIUM**

The domicilia citandi et executandi in terms of Clause 19 is :

The Landlord





PhysicalAddress

Telephone

0740892755

The Tenant

Physical Address

_1 Elsa Joubert street_____
__Fairview , Port Elizabeth, 6070_____

Postal Address

____as physical_____

E-mail Address

gouwshannes001@gmail.com

Facsimile

7 LEASE COSTS

Lease preparation costs

NC

8 SURETYSHIP

Attached as Annexure B

SCHEDULE 2 – Parking and Storage Details

Attaching to the Agreement of Lease

between Nickisys (pty) LTD _ (“Landlord”)

and Johannes Stephanus Gouws (“Tenant”)

PARKING FACILITIES

- | | | |
|---|---------------|-------------|
| 1 | EXTERNAL BAYS | Numbers - 0 |
| 2 | COVERED BAYS | Numbers - 1 |

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be the initials 'JG' or similar, enclosed within a circular loop.

ANNEXURE B

SURETYSHIPS

TERMS AND CONDITIONS OF THIS SURETYSHIP

Definitions;

- a. *For the purpose of this suretyship, any reference to the singular shall be deemed to include the plural*
- b. *Any reference to creditor shall be deemed to refer to the Landlord equally, and any reference to debtor shall be deemed to refer to the Tenant equally.*

I/We, _____, jointly and severally agree that:-

1. This suretyship shall apply to, cover and secure the creditor's/Landlords respective successors in title, orders or assigns.
2. It shall always be in the discretion of the creditor to determine the extent, nature and duration of the facilities (if any) to be allowed to the debtor/s.
3. The creditor/s shall be at liberty to release securities for the debtor/s, or to extend any leniency or extension of time, or compound or make other arrangements with, the debtor/s or me/us or any of us, or any other surety or sureties for the debtor/s, and no such action on the part of the creditor/s shall affect or in any way be construed or operate as a waiver or abandonment of any of the creditor/s rights or claims against me/us or any of us hereunder.
4. All acknowledgements of indebtedness and admissions by the debtor/s shall be binding on me/us.
5. In the event of the insolvency, liquidation, sequestration, assignment or placing under judicial management of the estate/s of the debtor/s, or in the event of a compromise between the debtor/s and any creditor's/Landlords of the debtor/s:
 - a) I/We undertake not to prove a claim against the debtors' estate/s or any amount I/we may be called upon to pay under this suretyship, until all amounts (including interests and costs) due by the debtor/s to the creditor/s have been paid in full;
 - b) We hereby agree that notwithstanding any part payment by or on behalf of me/us or any of us, to the creditor/s, I/we shall have no right to any cession of action in respect of such part payment, and shall not be entitled to take any action against the debtor/s or against any other surety for the debtor/s respect thereof, unless and until the indebtedness of the debtor/s to the creditor/s shall have been discharged in full
 - c) I/We agree that any dividend received from the debtor/s by the creditor/s in respect of the creditor's claims against the debtor shall be appropriated in the first instance to the payment of that part (if any) of the debtor's indebtedness to the creditor/s which is not covered by this suretyship
 - d) No dividends or payments which the creditor/s will receive from the debtor/s or any other surety or sureties or from me/us or any of us, shall prejudice the creditor/s right to recover from me/us or the other or others of us, to the full extent of this suretyship, any sum which, after the receipt of such dividends or payments, will remain owing to the creditor/s by the



debtor/s, but nothing herein contained will be deemed to limit the provisions of clause 13 hereafter;

- e) Notwithstanding any payments received by the creditor/s from me/us or any of us hereunder the creditor/s shall be entitled to prove against the estate/s of the debtor/s for the full amount of the indebtedness of the debtor/s, at the date of insolvency, liquidation, assignment, judicial management or compromise, as the case may be.
- 6. The creditor/s shall have the right to appropriate any moneys received by the creditor/s from me/us or any of us hereunder, to such indebtedness of the debtor/s to the creditor/s as the creditor/s shall decide.
- 7. Without prejudice to anything hereinbefore contained, this suretyship shall apply to and cover the creditor/s in respect of claims which the creditor/s may have acquired or in the future may acquire against the debtor/s from any party whomsoever or whatsoever and including any renewal of the lease agreement for which this suretyship is concluded, but not in any way detracting from the general liability aforesaid.
- 8. This suretyship shall remain of full force as continuing covering security, notwithstanding any intermediate settlement of or fluctuations in the indebtedness of the debtor/s to the creditor/s for the time being, and notwithstanding the death or legal disability of any of us, until the creditor/s will have agreed in writing to cancel this suretyship, and this suretyship shall further remain in full force as a continuing covering security binding upon the other or others of us, notwithstanding that it may on any ground in whole or part have ceased to be binding on any one or more of us.
- 9. This suretyship shall be addition and without prejudice to any other suretyship/s or security/ies now or at any time hereafter held by the creditor/s in respect of any of the liabilities or obligations of the debtor/s to the creditor/s.
- 10. Should the creditor/s cede the creditor/s claim/s against the debtor/s to any third party/ies, then this suretyship shall be deemed to have been given by me/us to such cessionary/ies, who shall be entitled to exercise all rights in terms of this deed of suretyship as if such cessionary/ies were the creditor/s.
- 11. The amount of the debtor/s indebtedness and of me/us hereunder to the creditor/s at any time and the fact that the due date of payment of the whole, or as the case may be, portion of such amount has arrived, shall be determined and proved by a certificate signed by a director, company secretary, credit manager or internal accountant of the creditor/s or of the agent of the creditor/s.

(b) A certificate in terms of (a) shall be:-

(i) binding on me/us;

(ii) prima facie (factually apparent) proof of the amount of my/our indebtedness hereunder;
and

(iii) valid as a liquid document against me/us in any competent court for the purpose of obtaining provisional sentence or judgments against me/us thereon.

(c) At the option of the creditor/s any claim against me/us, arising hereunder; may be brought in any Magistrates Court having jurisdiction, notwithstanding that the amount of the claim may exceed the jurisdiction of the said Magistrate's Court.



12. Should I/we at any time in defending any action based on this suretyship, allege that -

(a) no money was paid over by the creditor/s, and/or

(b) there is no reason or cause for the obligations of the debtor/s and/or

(c) errors have been made in the calculation of the amount claimed, then the onus of proving such a defense will rest on me/us.

13. I/We renounces the benefits of -

(a) excussion - by renouncing this benefit, I/we understand that the creditor/s become/s entitled to sue me/us for the full amount owing under this suretyship without first proceeding against the debtor/s;

(b) division - by renouncing this benefit, I/we understand that where there is no more than one surety for the debtor/s obligations, the creditor/s will be entitled to sue each such surety for the full amount owing under this suretyship and not only for a pro rata share;

(c) cession of action - by renouncing this benefit I/we understand that the creditor/s become/s entitled to sue me/us without first ceding the creditor's/Landlord's right of action against the debtor/s to me/us.

14. In as much as any signatory/ies hereto is/are a company/ies or a close corporation/s, then such company or close corporation does hereby warrant and represent to the creditor/s that it is duly empowered by its Memorandum of Association or founding statement, as the case may be, to enter into this suretyship, and that it has a material interest in securing the indebtedness covered by this suretyship, which is entered into for its direct or indirect benefit. The person/s signing this suretyship on behalf of any company or close corporation shall be deemed by virtue of such signature/s to be party to the foregoing warranties and representation in his/her/their personal capacity/ies jointly and severally, and jointly and severally with the said company or close corporation, and shall further be deemed to warrant and represent to the creditor/s that such person/s is/are duly authorised to execute this suretyship on behalf of such company or close corporation.

15. (a) I/We choose domicilium citandi et executandi (place at which all notices and legal notices may be served) for all purposes herein at the above address/es set out against my/our name/s;

(b) all notices addressed to me/us shall be sent by prepaid registered post to my/our respective address/es above and shall be deemed to have been delivered to me/us 3 (three) after such posting thereof.

16. I/we undertake to do all such things as are necessary, whenever requested so to do by the creditor/s to enable the creditor/s to prove any such claim against the debtor/s for the amount/s so ceded to the creditor/s to enable the creditor/s to calculate the exact amount of such claim/s and without limiting the generality of the aforesaid. I/we undertake to make available to the creditor/s upon being requested to do so, all such books, documents and other vouchers as reflected or prove any portion of my/our said claim/s hereby ceded.

17. By my/our signature hereunder, I/we bind ourselves as sureties and co-principal debtors in terms of this suretyship irrespective of whether any other person/s or company or close corporation referred in this suretyship as surety and co-principal debtor sign/s this document.

A handwritten signature in black ink, consisting of stylized, overlapping loops and curves, located in the bottom right corner of the document.

18. Without derogating from any of the provisions of this suretyship, my/our liability shall include all damages which the creditor/s may suffer as a result of the cancellation of any lease between the creditor/s and debtor/s, including any termination of such lease which takes place pursuant to the provisions of sections 37(1) or (2) of the Insolvency Act No.24 of 1936, as amended.

19. In the event of the creditor/s ever having to instruct its attorneys in order to enforce any of the creditor's rights against me/us in the terms of this suretyship then I/we agree to pay all costs so incurred including legal fees on an attorney client basis, tracing fees and collection commission.

20. In so far as the National Credit Act (act number 34 of 2005) does not apply to the agreement of lease connected with this suretyship, the surety waives and renounces:

(a) any right to claim an accounting from the creditor/s before making payment under this suretyship;

(b) the benefits of error of calculations, non causa debiti (no cause of debt) and non-numeratae pecuniae (money not paid)

21. For the purposes of this suretyship, the surety warrants that (s)he is (delete that which is not applicable):

- (a) single
- (b) divorced
- (c) unmarried
- (d) married under an ante-nuptial contract
- (e) married in community of property

THUS DONE AND SIGNED AT _____ ON THIS THE ____ of _____ 202__

Signature: _____

Signature: _____

Name: _____

Name: _____

I.D: _____

I.D: _____

In the event that the surety is married in community of property, the surety must obtain his or her spouse's signature of consent.

