

AGREEMENT OF LEASE

between

REDEFINE PROPERTIES LIMITED

and

trading as

The Landlord hereby lets to the Tenant the leased premises as defined in and subject to the terms and conditions of the Schedule, the Standard Terms and Conditions of Lease and Annexures, as more fully set out hereafter

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

<u>DATE</u>	<u>PLACE</u>	<u>WITNESS</u>	<u>SIGNATURE</u>
		1. _____	For: REDEFINE LIMITED _____
_____	_____	2. _____	_____
		1. _____	For: _____
_____	_____	2. _____	(s)he being duly authorised _____

SCHEDULE

1. **THE LANDLORD**

REDEFINE PROPERTIES LIMITED (including its successors in title and assigns)
Registration No. 1999/018591/06
Vat Registration No. 4710254568
herein represented by _____

2. **THE LANDLORD'S ADDRESS**

Physical: 3rd floor, Redefine Place
2 Arnold Road
Rosebank, Johannesburg
2196

Postal: P O Box 1731
PARKLANDS
2132

Fax No.: 011 283 0052

3. **THE TENANT**

Registration No./Identity No. _____
Vat Registration No. _____
herein represented by _____

4. **THE TENANT'S ADDRESS**

Physical:

Postal:

Fax No.:

E-Mail:

5. **THE LEASED PREMISES**

5.1. The leased premises comprise collectively –

5.1.1. Shop number(s) _____ measuring approximately _____ square metres in area situated on the _____ floor of the building ("the retail premises");

5.1.2. that portion of the common area, balcony or other outside area of the building or property measuring approximately _____ square metres in area which is immediately adjacent to the premises and which is represented on the plan annexed marked B ("the outside area" or "outside seating area");

5.1.3. storage area/s measuring approximately _____ in the building ("the storage area"); and

5.1.4. _____ basement parking bays situated at _____.

5.1.5. _____ shaded parking bays situated at _____.

5.1.6. _____ open parking bays situated at _____.

5.2. The building referred to in 5.1.1 above is known as

and is erected on the site situated at

_____.

5.3. The site referred to in 5.2 above is erf/erven _____, in the township of

_____.

6. **COMMENCEMENT DATE**

7. **TERMINATION DATE**

9.1.5 In respect of the shaded parking bays

FROM	TO	VAT EXCLUSIVE AMOUNT	VALUE ADDED TAX	VAT INCLUSIVE AMOUNT

9.1.6 In respect of the open parking bays

FROM	TO	VAT EXCLUSIVE AMOUNT	VALUE ADDED TAX	VAT INCLUSIVE AMOUNT

9.2 OPERATING COSTS

The monthly operating costs payable by the TENANT to the LANDLORD shall be:

FROM	TO	VAT EXCLUSIVE AMOUNT	VALUE ADDED TAX	VAT INCLUSIVE AMOUNT

9.3 CONTRIBUTION TOWARDS MUNICIPAL AND UTILITY CHARGES

The tenant shall contribute towards the municipal and utility charges levied upon the building and site in accordance with clause 26 of annexure A hereto and at the proportionate share described in item 10, below.

The monthly commencement charge as at the commencement date in this respect shall be:

ASSESSMENT RATES:	R_____ (excluding value added taxation)
REFUSE:	R_____ (excluding value added taxation)
SANITATION:	R_____ (excluding value added taxation)
OTHER:	R_____ (excluding value added taxation)
OTHER:	R_____ (excluding value added taxation)

9.4 MARKETING FUND CONTRIBUTION

The tenant shall contribute towards the landlord's marketing fund administered for the benefit of all tenants within the building in accordance with clause 7 of annexure A hereto and in the following monthly amounts:

FROM	TO	VAT EXCLUSIVE AMOUNT	VALUE ADDED TAX	VAT INCLUSIVE AMOUNT

9.5 TURNOVER RENTAL FOR THE LEASE PERIOD

_____ % (_____ percent) of net turnover.

For the purposes of clause 5 of annexure A, the date of the financial year-end of the tenant is recorded as being_____.

9.6 OTHER MONTHLY RENTAL COMPONENT:

FROM	TO	VAT EXCLUSIVE AMOUNT	VALUE ADDED TAX	VAT INCLUSIVE AMOUNT

10. TENANT'S PRO RATA SHARE

_____ % calculated on the basis of the ratio that the entire leased premises (excluding any and all parking bays) bears to the gross lettable area of the building.

11. USE OF LEASED PREMISES

The premises shall be used for the purposes described in this item 14 only and for no other purpose what-so-ever. The use of the premises for any other use than described in this item 14 shall constitute a material breach of the lease.

12. SECURITY

12.1. Amount of deposit R_____

12.2. Suretyships required by:

Full names	ID Number	Domicilium

13. RESOLUTION

If the tenant is not a natural person, the tenant shall provide, on the date of signature hereof, a resolution authorising the signatory to the lease to sign the lease on the tenant's behalf. (See Annexure F)

14. COSTS OF DRAWING THE LEASE

The sum of R950.00 plus VAT thereon (creating a VAT-inclusive total of R1 083.00) being the costs incurred by the landlord in drawing this lease shall be borne and paid by the tenant on the date of signature of the agreement.

15. SUSPENSIVE CONDITION(S)

The coming into force of this lease shall be subject to the suspensive condition(s):
that:

16. RESOLUTIVE CONDITION(S)

The following condition(s) shall cause this lease to terminate as determined herein:
that:

17. ANNEXURES

Annexure A	-	Standard Terms and Conditions
Annexure B	-	Plan of Premises
Annexure C	-	Suretyship
Annexure D	-	Resolution
Annexure E	-	Debit order instruction
Annexure F	-	Pro-forma bank guarantee
Annexure G	-	Right of renewal
Annexure H	-	Tenant installation and premises design
Annexure I	-	Special clauses