

ECO GLADES 2

ERF 3078 HIGHVELD EXTENSION 75

Agreement of Lease

Made and entered into by and between

ECO GLADES 2 (PROPRIETARY) LIMITED

REGISTRATION NUMBER: 2001/009583/07

(hereinafter referred to as the "Lessor")

herein represented by:

IRENE MARGERET TSAI in her capacity as DIRECTOR

Being an authorised signatory of the Lessor.

and

NATIONAL GAMBLING BOARD OF SOUTH AFRICA
an institution established in terms of the National Gambling Act, Act No. 33 of 1996, repealed by the
National Gambling Act, Act No. 7 of 2004

Herein represented by

(Identity No.

5905310705087

in her capacity as Chief Executive Officer being duly authorised thereto

(hereinafter referred to as the "Lessee")

The Lessor hereby lets to the Lessee who hereby hires the premises described herein and on the terms
and conditions as set out in schedules A and B of this Agreement of Lease.



SCHEDULE A

1.10 Termination Date

31 October 2022

1.11 Lease Term

The Lease shall provide for a period of, 9-years and 11-months with effect from 1 December 2012 and terminating on 31 October 2022.

1.12 Lease Year

Any twelve month period commencing on the commencement date or the anniversary of the commencement date during the lease term.

1.13 Rent

1.13.1 Rent shall commence at R 110.00/m² per month, (1,800 m²) escalating by 10% per annum, as tabled below:

01/12/2012 – 30/11/2013	R 198,000.00
01/12/2013 – 30/11/2014	R 217,800.00
01/12/2014 – 30/11/2015	R 239,580.00
01/12/2015 – 30/11/2016	R 263,538.00
01/12/2016 – 30/11/2017	R 289,891.80
01/12/2017 – 30/11/2018	R 318,880.98
01/12/2018 – 30/11/2019	R 350,769.08
01/12/2019 – 30/11/2020	R 385,845.99
01/12/2020 – 30/11/2021	R 424,430.60
01/12/2021 – 31/10/2022	R 466,873.66

1.13.2 Operating costs shall commence at R 25.00/m² per month, (1,800 m²), escalating by 10% per annum, as tabled below:

01/12/2012 – 30/11/2013	R 45,000.00
01/12/2013 – 30/11/2014	R 49,500.00
01/12/2014 – 30/11/2015	R 54,450.00
01/12/2015 – 30/11/2016	R 59,895.00
01/12/2016 – 30/11/2017	R 65,884.50
01/12/2017 – 30/11/2018	R 72,472.95
01/12/2018 – 30/11/2019	R 79,720.25
01/12/2019 – 30/11/2020	R 87,692.28
01/12/2020 – 30/11/2021	R 96,461.51
01/12/2021 – 31/10/2022	R 106,107.66

Operating cost will include: property rates & taxes, air conditioning and lift maintenance, perimeter security, landscaping and garden services, insurance on the building and property (structural only).

1.13.3 Basement Parking shall commence at R 580.00 per bay per month (40 bays), escalating by 10% per annum, as tabled below:

01/12/2012 – 30/11/2013	R 23,200.00
01/12/2013 – 30/11/2014	R 25,520.00
01/12/2014 – 30/11/2015	R 28,072.00
01/12/2015 – 30/11/2016	R 30,879.20
01/12/2016 – 30/11/2017	R 33,967.12
01/12/2017 – 30/11/2018	R 37,363.83
01/12/2018 – 30/11/2019	R 41,100.21
01/12/2019 – 30/11/2020	R 45,210.23
01/12/2020 – 30/11/2021	R 49,731.25
01/12/2021 – 31/10/2022	R 54,704.38

[Signature]

SCHEDULE A

1.13.4 Open Parking shall commence at R 320 per bay month, (8 bays) escalating by 10% per annum, as tabled below:

01/12/2012 – 30/11/2013	R 1,600.00
01/12/2013 – 30/11/2014	R 1,760.00
01/12/2014 – 30/11/2015	R 1,936.00
01/12/2015 – 30/11/2016	R 2,129.60
01/12/2016 – 30/11/2017	R 2,342.56
01/12/2017 – 30/11/2018	R 2,576.82
01/12/2018 – 30/11/2019	R 2,834.50
01/12/2019 – 30/11/2020	R 3,117.95
01/12/2020 – 30/11/2021	R 3,429.75
01/12/2021 – 31/10/2022	R 3,772.73

1.14 Value Added Tax (VAT)

- (a) All rentals, escalations, operating charges and other charges provided for in this Agreement of Lease are exclusive of Value Added Tax (VAT) or any similar tax that might be imposed in future in respect of the premises hereby let.
- (b) All or any VAT arising out of this lease and/or the implementation thereof and/or the supply of any goods or services, as defined in the Value Added Tax Act of 1991, as amended, and as may be amended from time to time shall be borne by the Lessee.
- (c) In the event that VAT is increased or decreased from the present rate of 14% (fourteen per centum), such increased or decreased rate shall become applicable to all rentals, operating charges and other charges arising out of this Agreement of Lease.

1.15 Deposit

N/A

1.16 Sole permitted use of leased premises

The premises are let to the Lessee for the purposes of

Administration

and for all purposes necessary or ancillary thereto, and for any purpose, which does not depart from the character of the business referred to above.

1.17 Sureties

N/A

1.18 Rent payable at

By direct electronic bank transfer/debit order as requested on invoice by the Lessor, or such other address or payment method as Lessor may notify the Lessee of in writing.

Banking Details:	
Account Name:	Faerie Glen Waterpark (Pty) Ltd
Bank:	Nedbank Limited
Branch Number:	149 745
Account Number:	149 717 4848

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SCHEDULE A

1.19 Lessor's address and domicilium citandi et executandi

Eco Court
1st Floor
340 Witch-Hazel Street
Highveld
Centurion
0157

1.20 Lessee's address and domicilium citandi et executandi

Before commencement of this Agreement of Lease:

The dtl Campus
Block G
Ground Floor
Mapungubwe Building
77 Meintjies Street
Sunnyside
Pretoria

After commencement of this Agreement of Lease:

Block C
Eco Glades 2
420 Witch-Hazel Street
Highveld
Centurion

1.21 Financial year

The relevant financial year of the Lessee.

1.22 Annexure

A	-	Option to Renew
B	-	Internal Installation
C	-	Floor Plan

1.23 Rental and usable areas

Every reference to "rentable area" and "usable area" shall be a reference to those terms as defined in the most recent SAPOA standard method of measuring floor areas.

1.24 Trading hours

The normal trading hours of the Lessee on any business day.

1.25 Public Areas

Those portions of the property and the building/s, such as, inter alia, parking areas, service corridors, passages, loading zones, refuse areas and toilets, as well as other conveniences and facilities provided by the Lessor on the property and/or in the building which are not intended for letting and fall outside the Premises.



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SCHEDULE B

GENERAL CONDITIONS OF LEASE

1 **GENERAL**

The premises are leased by the Lessee from the Lessor subject to the terms and conditions set out hereunder for the period and use and at the rental set out in Schedule A hereof.

2 **SCHEDULE AND ANNEXURES**

Schedule A, and Annexure as contained in section 1.22 of Schedule A are to be read in conjunction with this Schedule B and form part of the entire agreement of lease between the parties.

3. **DEFINITIONS AND INTERPRETATIONS**

In this Agreement unless the context clearly otherwise indicates:

- 3.1 **beneficial occupation** means beneficial use and enjoyment of the premises by the Lessee and its employees other than for the purpose of conducting the Lessee's business as described in section 1.16 of Schedule A;
- 3.2 **building** means the building of which the premises form a portion as described in section 1.5 of Schedule A;
- 3.3 **business day** means any week day, excluding Saturdays, Sundays and Public holidays of the Republic of South Africa;
- 3.4 **commencement date** means the date upon which this lease commences and the **termination date** means the date upon which the lease terminates as described in sections 1.7 and section 1.10 of Schedule A respectively;
- 3.5 **fixtures and fittings** shall refer to movable and immovable fittings installed or to be installed by the Lessee and required by the Lessee to conduct business;
- 3.6 **interior area** means the area being let to the Lessee for the purposes of conducting the Lessee's business and being subject to the measurements as provided for in 1.9 of Schedule A, but shall exclude the external area;
- 3.7 **premises** mean the premises let in terms of this lease and as described in section 1.6 of Schedule A;
- 3.8 **prime rate of interest** means the publicly quoted basic rate of interest (percent, per annum, compounded monthly in arrears from time to time published by ABSA Limited (or its successor-in-title) as being its prime overdraft rate as certified by any manager of such bank whose appointment, authority and designation need not be proved;
- 3.9 **property** means the property upon which the building is situated as described in section 1.4 of Schedule A;
- 3.10 **public areas** means those portions of the property and the building such as, inter alia, service corridors, service passages, loading zones, as well as other conveniences and facilities provided by the Lessor on the property and/or the building, outside the premises and which are not intended for letting.
- 3.11 **Words signifying the singular number** shall include the plural and vice-versa
- 3.12 **Words signifying one gender** shall signify all genders
- 3.13 **Clause headings** in this agreement are for convenience and reference purposes only and shall not be used in interpretation.
- 3.14 **All terms** referred to or defined in Schedule A shall have the meanings assigned to them therein.

4. **COMMENCEMENT AND OCCUPATION**

- 4.1 This lease shall commence on the commencement date, stipulated in section 1.7 of Schedule A.
- 4.2 The Lessee shall take beneficial occupation of the premises on the occupation date stipulated in section 1.8 of Schedule A.

5. **TERMINATION**

This agreement of lease shall terminate on the termination date referred to in section 1.10 of Schedule A.

SCHEDULE B

GENERAL CONDITIONS OF LEASE

6. RENTAL

- 6.1 The basic rental payable by the Lessee to the Lessor shall be the monthly amount as set out in section 1.13 of Schedule A. The aforesaid monthly rental shall be paid by the Lessee on the commencement date and on or before the 1st day of each succeeding month thereafter, free of exchange, at the place and payment method specified in terms of section 1.18 of Schedule A or at such other place in South Africa and payment method as the Lessor may from time to time in writing appoint.
- 6.2 Late payment of rental shall carry interest at the Prime Rate of interest and shall accrue on the outstanding balance of all amounts due and payable and remaining unpaid by the Lessee to the Lessor from time to time in terms of this Agreement, as a penalty contemplated by the Conventional Penalties Act, 1962. Such interest shall be calculated on a daily basis from the due date of each overdue payment and shall be compounded monthly in arrears until paid in full.
- 6.3 The Lessee may not withhold the payment of rental or any amount due in terms of this agreement of lease, because it has been inconvenienced, or because its use of the premises has been impaired or restricted by repairs, renovations, interruption in the supply of services, or for any other reason whatsoever.

7. MANAGEMENT AND OPERATION OF THE PROPERTY AND BUILDING

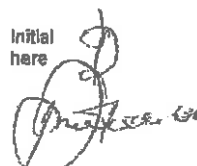
- 7.1 The Lessee shall at all times furnish and trade within the premises as in section 1.8 of Schedule A.
- 7.2 The Lessee is required to adhere to the house rules laid down by the Lessor concerning the protection of the premises, the Lessee's staff movements within the building and similar matters.
- 7.3 The Lessee shall carry on in the premises at all times during the period of this agreement of lease a business of high standing so as to maintain the quality and standing of the property and buildings. The Lessee forthwith undertakes to at all times have the building properly staffed and to not abandon or seemingly attempt to abandon the building in whatsoever manner, as to leave the building unattended during the Lessee's normal business hours. Any abandonment or seemingly abandonment by the Lessee of the premises shall constitute a breach of this agreement of lease and the Lessor shall have the right, without prejudice to any alternative or additional right of action or remedy available to the Lessor under the circumstances (including and without derogation the right to claim specific performance) to cancel this agreement of lease in terms of section 30.1.4 of Schedule B of this agreement of lease.
- 7.4 The Lessee undertakes to ensure the proper safe keeping of the premises after normal business hours, in terms of section 19.16 of Schedule B.
- 7.5 The Lessee shall not conduct in the premises any activity or business outside that described in section 1.16 of Schedule A.

8. NOTICES AND DOMICILIA

- 8.1 The parties choose as their respective *domicilium citandi et executandi* the addresses as defined in section 1.19 and 1.20 of Schedule A of this Agreement of Lease respectively, provided that either party may change its *domicilium* aforesaid by written notice to the other parties with effect from the date of receipt or deemed receipt of such notice.
- 8.2 Any notice, order, acceptance, demand or other communication addressed by either party to this agreement of lease to the other party at its *domicilium* in terms hereof for the time being and sent by prepaid registered post, shall be deemed to be received by the addressee on the fourth business day following the date of posting. This provision shall not be construed as precluding the utilisation of other methods of delivery of notices, order, acceptances, demands and other communications.
- 8.3 All legal processes shall be regarded as validly served if served at a party's *domicilium*.

9. OPERATING COST CONTRIBUTION

- 9.1 In addition to the rental, the Lessee shall pay to the Lessor monthly in advance, simultaneously with rental, the operating cost contribution as stipulated in section 1.13.2 of the Schedule A, which will include:
- 9.1.1 municipal, local authority or public body or any other competent authority rates, taxes and/or levies or charges in respect of the property and/or the building/s and/or additions and/or other improvements, at the time of occupation by the Lessee as contained in section 1.8 of Schedule A;
 - 9.1.2 public and common area cleaning and maintenance;
 - 9.1.3 air conditioning maintenance and service
 - 9.1.4 lift maintenance and service
 - 9.1.5 fire fighting equipment and hydrant maintenance to the property, but not specifically to the premises,
 - 9.1.6 landscaping and garden maintenance to the property,
 - 9.1.7 perimeter and public area security to the property;
- but shall exclude any direct or indirect charges arising out of use and consumption of electricity, gas or fuel and excludes; refuse removal and waste management and any sewerage charges
- 9.2 Failure by the Lessee to pay the operating cost shall have the same effect as the Lessee's failure to pay rent.



SCHEDULE B
GENERAL CONDITIONS OF LEASE

10. ADDITIONAL CHARGES

- 10.1 Any charges in addition to the rental to be incurred by the Lessee will be addressed in writing to the Lessee by the Lessor and agreed between the parties prior to such charges becoming due and payable by the Lessee

11. WATER, ELECTRICITY AND OTHER CHARGES

- 11.1 The Lessee shall be liable for and shall on demand pay the Lessor or its appointed agent for:
- 11.1.1 any charges arising directly or indirectly out of its use of water, electricity and/or gas in respect of the premises. The Lessee's liability for such charges shall be in accordance with separate sub-meters which the Lessor shall be entitled to install at any time at the Lessor's cost and should no such meters be installed, such charges shall be for calculated by the Lessor pro-rata in accordance with the ratio which exists between the rentable area of the premises and the total rentable area of all other premises in any portion of the building, or the building as a whole as the case may be, served by the same meter or sub-meter.
- 11.1.2 Such monthly cost of water and electricity consumed in, or by the premises shall be measured and calculated from date of beneficial occupation as further described in section 1.8 of Schedule A.
- 11.2 If there is a dispute as to the amount of the Lessee's liability for any of the abovementioned charges, the onus of proof shall be on the Lessee.
- 11.3 The Lessee shall have no claim whatsoever, whether for damages or remission of rental or cancellation of this agreement of lease, against the Lessor, nor be entitled to withhold or defer payment of rent by reason of any suspension of or interruption in the supply of water, gas, electricity, air conditioning or heating (howsoever such suspension or interruption may arise) or by reason of any amenities in or on the premises and/or building being out of use or out of order for any reason whatsoever, excluding any negligence or other fault on the part of the Lessor and/or its servants.
- 11.4 The Lessor shall be responsible for the proper upkeep, maintenance and repair of any and all air-conditioning system/s or units or mechanical ventilation device/s installed within the premises. The Lessor shall have the option to employ a maintenance team in terms of a maintenance contract covering all air conditioning equipment installed in the premises.
- 11.5 The Lessor shall be responsible for the proper upkeep, maintenance and repair of any and all elevation equipment or devices installed within the building. The Lessor shall have the option to employ a maintenance team in terms of a maintenance contract covering all elevation equipment or device/s installed in the building.

12. ERECTION OF PREMISES

- 12.1 The Lessee shall erect in the premises only per the conditions as set forth elsewhere in this agreement and only with the prior written consent and approval of the Lessor, such fixtures and fittings as may be necessary for the carrying on of the Lessee's business of the best available quality and design in keeping with the high standard of the premises.
- 12.2 The Lessee shall keep and maintain at its own cost any fixture and/or fittings, as well as alterations and additions and any installations done to the premises by the Lessee in good order and condition.
- 12.3 The Lessee acknowledges its obligation to obtain any trade certificate/s and/or license/s necessary for occupation and carrying on of business of the Lessee in the premises or building, before commencement of trade in the premises or building and to keep in place any such certificate/s and/or license/s necessary for occupation and carrying on of business in the premises or building during the course or any extended period of this agreement of lease.

13. POSSESSION PRIOR TO COMMENCEMENT

- 13.1 The Lessee shall have access to the premises for a minimum period as from the date contained in section 1.8 of Schedule A of this agreement of lease for the purposes of installation and furnishing the premises, but not for trading; such access shall be free of rent if no business is conducted by Lessee during this period, and
- 13.2 The Lessee acknowledges that during this period all the terms and conditions of this agreement of lease shall be binding and applicable save that no rent shall be payable by the Lessee.

14. FORCED ENTRY, THEFT AND BURGLARY

The Lessee shall be responsible for repairing at its own cost, all damage to the premises caused by or arising from any cause actual or attempted of any forced entry, theft, burglary or riot.



SCHEDULE B
GENERAL CONDITIONS OF LEASE

15. ADDITIONS AND ALTERATIONS

- 15.1 Save as set forth elsewhere in this lease, the Lessee shall not make any additions or alterations of any nature whatsoever to the exterior, roof or interior of the premises without the Lessor's written consent. ~~any additions or alterations of any nature whatsoever to the exterior, roof or interior of the premises without the Lessor's written consent.~~
- 15.2 The Lessee shall not make any structural or non-structural additions or alterations to the interior of the premises without the Lessor's written consent.
- 15.3 If consent is given by the Lessor in terms of section 15.1 and section 15.2 of Schedule B, then during the currency of this agreement of lease or any extension thereof, such additions or alterations shall not be removed or altered by the Lessee and upon the expiration or earlier termination of this agreement of lease, then;
- 15.3.1 If the Lessee is requested in writing to do so by the Lessor, the Lessee shall within 14 (fourteen) days of expiration or termination of this agreement of lease, remove any such additions or alterations and re-install and make good any damage caused as a result of the removal of such additions or alterations at the cost of Lessee, so as to re-install the premises to the same condition prior to the carrying out of any additions or alterations to the premises.
- 15.3.2 If the Lessor does not exercise its right in terms of section 15.3.1 of Schedule B, the said additions and alterations shall not be removed by the Lessee, but shall become the Lessor's property.
- 15.3.3 Notwithstanding anything to the contrary in section 15.3.1 or section 15.3.2 of Schedule B, or any other condition to the contrary contained elsewhere in this agreement, the Lessee shall remain liable for the re-installment, at the request of the Lessor, of any structural improvements, alterations and/or additions to the exterior, roof or interior of the premises irrespective of the Lessor having agreed to such improvements, alterations and/or additions previously in writing or otherwise. Such re-installment shall be effected by the Lessee to the complete satisfaction of the Lessor.
- This condition shall survive any termination through the normal expiration and maturity of the agreement or any early termination hereof; whether by mutual written consent by both parties or, any other termination whatsoever and shall also be applicable to any renewal or extension of this agreement, howsoever extended.
- 15.4 In the event of any dispute arising as to whether any additions or alterations are structural, non-structural or merely fixtures or fittings, a certificate from an architect appointed by the Lessor shall be final and binding on both the Lessor and the Lessee.
- 15.5 In the event of the Lessee affecting any alterations and additions to the building or the premises without the Lessor's prior written consent, the Lessor shall, without prejudice to its other rights, be entitled to deem that such consent has been given and exercise its rights in terms of section 15.3 of Schedule B.
- 15.6 If the Lessee is obliged by the Lessor to remove any alterations and additions and reinstate the leased premises and, for the purposes of so doing, the Lessee remains in occupation of the leased premises after expiry of this lease, then the Lessee shall be liable for the payment of rental in terms of this lease in respect of such period of occupation and such further damages as may accrue to the Lessor arising therefrom.

16. CESSION AND SUB-LETTING

- 16.1 The Lessee shall not be entitled to sublet the premises or any portion thereof nor cede or assign or privity this agreement of lease or any rights hereunder ~~without the Lessor's prior written consent.~~
- 16.2 The Lessee shall not give up occupation or possession of the premises or any portion thereof to any person whether as licensee, agent, occupier, custodian or otherwise, without the Lessor's prior written consent.

17. GLAZING AND/OR SAFETY GLASS

- 17.1 The Lessee shall, immediately upon taking occupation of the leased premises for whatever purpose, be responsible for any shop front and interior plate or other glass within the premise, as well as window panels and window fronts as may be damaged, however and whosoever (save for the Lessor, its servants or agents) such damaged shall be caused.
- 17.2 The Lessee shall insure the interior plate glass, window panels and shopfronts and maintain the insurance throughout the Lessee's occupation of the premises.
- 17.3 The Lessor being responsible for the external plate glass and windows, unless damaged by the conduct of the Lessee, howsoever and whosoever such damaged is caused.

18. CONDITIONS OF PREMISES AT COMMENCEMENT DATE AND AT THE TERMINATION DATE

- 18.1 The Lessee shall within 7 (seven) business days of the commencement date contained in section 1.7 of Schedule A, furnish the Lessor with 3 (three) dates and times on business days, which must be within 21 (twenty one) days of the commencement date contained in section 1.7 of Schedule A, to convene a meeting to inspect the premises. The Lessor shall accept a date from those furnished, that is suitable to the Lessor. At such meeting, the parties shall jointly inspect the premises, so as to ascertain any damage or defect in the premises and the general condition of the premises, including keys, taps, fittings and other installations and to



SCHEDULE B

GENERAL CONDITIONS OF LEASE

record a list of such damage or defects, which shall be signed by both parties. Failing on the part of the Lessee to furnish the Lessor with such dates and times as stipulated in this agreement or failure on the part of the Lessee to attend such meeting/s, the Lessee shall be deemed to have received the premises, together with such appurtenances and contents, in a perfect state of repair and condition.

- 18.2 Upon receipt of any such signed list or notification by the Lessor within 21 (twenty one) days of the commencement date contained in section 1.7 of Schedule A, the Lessor shall remedy the such damage or defect or omission as soon as is reasonably possible, having regard to the nature of the defect or omission, and should the Lessor fail to do so, then the Lessee shall be entitled to carry out the necessary work and recover the reasonable cost of doing so from the Lessor, after giving the Lessor written notification of its intentions to do so.
- 18.3 The Lessor shall furnish the Lessee, prior to the expiry of the lease, with 3 (three) dates and times on business days for inspection of the premises after termination of the lease, which dates must be within 7 (seven) days after termination of the lease. Within 14 (fourteen) days after the expiry and for termination of the lease, the Lessor shall ensure the following lists are compiled:
- 18.3.1 A list of all items where both parties agree such items are damaged or defective and that the Lessee is liable, either; to re-install such damaged or defective items in accordance with section 15 of Schedule B, or; to compensate the Lessor for such damaged or defective items; and
- 18.3.2 A list of items, which are damaged or defective and which in the opinion of the Lessor the Lessee is liable for in accordance with section 15 of Schedule B and whereas the Lessee denies liability.
- 18.4 In the event of a disagreement between the parties as to whether or not any aspect is a defect or constitutes incomplete work, the dispute will be determined in the unfettered discretion of an independent professional appointed by both parties, who shall act as mediator, the cost of such professional to be borne by the liable party in connection with such damage or defect.

19. LESSEE'S GENERAL OBLIGATIONS

The Lessee shall;

- 19.1 not allow any dangerous or poisonous gases or effluent to be discharged in to the drains or sewers of the premises and take all measures as may be necessary so as to ensure that any effluent discharge will not be corrosive or otherwise harmful to the drains or sewers and prevent any blockage of any drain, sewers, water pipes, or grease traps (where applicable) in, or used in connection with the premises, and undertakes that it shall, within 6 (six) hours of having notice of such blockage, either repair or call on an appropriate contractor to repair same and shall ensure that the repair work is carried out without delay.
- 19.2 remove at its cost any obstruction or blockage referred to in section 19.1 of Schedule B above which occurs in the premises
- 19.3 during the operation of this lease, care for and maintain the interior of the premises, exclusive of common areas, and all the keys, locks, doors, windows, sewerage pans and pipes, electrical installations, water taps and appurtenances therein in good order and condition and it shall make good and repair at its own cost any damage or breakages. The Lessor shall be entitled to enter the premises at all reasonable times either through its representatives or servants or through contractors for the purpose of inspecting the premises. The Lessor shall be entitled to carry out such repairs or renovations as are necessary and to recover the costs incurred by it from the Lessee.
- 19.4 not store or leave or permit the storage or leaving of any goods outside the premises in the passages, lifts or on the landing of the building, nor in the pathways, stairs, parking areas, gardens or any other part of the common or public areas of the property;
- 19.5 clean the interior of the premises and both the interior and exterior glazing and frames and signs. Not permit the accumulation of refuse inside the premises and comply with the rules concerning refuse determined by the Lessor from time to time.
- 19.6 insure and keep insured all fixtures, fittings and installations and all goods in the premises, exclusive of common areas. The Lessee shall take out insurance in respect of public liability and common law liability and keep these amounts current from time to time. Such insurance shall include, but not be limited to, damage to or destruction of the fixtures furniture, fittings and equipment in the premises in an amount equal to the replacement cost thereof.
- ~~19.7 not permit delivery vehicles to unload anywhere other than in the area marked LOADING YARD or LOADING AREA on the plans.~~
- 19.8 pay for replacement of all fluorescent bulbs, starters, ballasts and incandescent bulbs used in the premises, and;
- 19.8.1 the Lessee shall be responsible for:
- 19.8.1.1 the safety, safe use and maintenance of the electrical installations in the premises, except where the Lessee is specifically excluded from maintenance of specific electrical installations in this agreement of lease;
- 19.8.1.2 the safety and condition of the conductors connecting the electrical installation to the point of supply and to not over load any of the conductors or circuit breakers serving the premises;



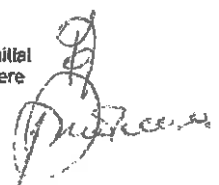
SCHEDULE B

GENERAL CONDITIONS OF LEASE

- 19.8.1.3 procuring at its own cost, the issue of a valid certificate of compliance in respect of the electrical installations in the premises by the Lessee, as contemplated in the Occupational Health and Safety Act of 1993, (Act 85 of 1993 as amended) at the termination of this Agreement of Lease and after any alterations to the electrical installations in the premises have been effected during the period of this agreement of lease by the Lessee;
- 19.8.1.4 the Lessee hereby, to the extent that the Lessee fails to comply with the Lessee's obligations in terms of section 19.8.1 and section 19.8.2 of Schedule B and as a result the Lessor incurring any liability indemnifies the Lessor against all claims, damages or losses of any nature whatsoever which the Lessor may sustain as a result thereof.
- 19.9 expedite the loading and unloading of vehicles to ensure that vehicles do not wait in the loading yard or loading area for unreasonably long periods
- 19.10 ensure that suspended floors in the premises are not overloaded.
- 19.11 not interfere with electrical installation in the leased premises or the air-conditioning installation or equipment, save for those provided for in section 19.8 of Schedule B and not affix any electrical fittings other than those approved by the Lessor in writing.
- 19.12 not drive or permit to be driven into the walls or ceilings of the premises, nails, screws or any objects save as may be reasonably required for the Lessee's shelving or fixtures, which fixtures and fittings will be fixed to the walls by a method prescribed by the Lessor's architect as and when required from time to time
- 19.13 on the termination of the lease the Lessee shall restore any damage done to the premises and re-instate the premises to its condition as referred to section 15 and section 18 of this Schedule B and as agreed between parties
- 19.14 not display, sell merchandise, allow carts, tables, trestles, chairs, signs, devices or any other objects to be stored, or to remain outside the leased premises.
- 19.15 install, at the Lessee's cost, fire extinguishers and/or fire detection equipment in the premises, in accordance with the specifications of the Fire Department and maintain same in operative order.
- 19.16 The Lessee is responsible at its own expense, for securing the leased premises against the risks of theft, breaking and entering, vandalism, political riot and civil commotion. Any measures taken by the Lessor in this regard do not derogate from the obligations of the Lessee in terms of this agreement.
- 19.16.1 The Lessor may from time to time install security systems to control access to the property and to the building, and the Lessee will co-operate and cause its employees and invitees to co-operate with the Lessor in the implementation thereof.
- 19.16.2 The Lessor is entitled to lock the entrance to the property and the building for security purposes, at any time during or after business hours and shall make available only selected entrances and exits to admit or to let out the Lessee and its employees or any invitees during these times. In this regard the Lessor will notify the Lessee in writing and in advance of such arrangements, which should only be of a temporary nature
- 19.16.3 The Lessee shall take part and co-operate with the Lessor in security activities, prevention of fire and evacuation, as the Lessor may require from time to time.
- 19.16.4 If the Lessor has security systems operational in respect of the building, it shall not be responsible for the effectiveness of such system or for any loss caused by any act or default on the part of such security systems or the operation thereof. The Lessor may install a access control systems to control same to the building, and the Lessor may charge an initial issuing and replacement fee in respect of any access card or similar tokens or remotes controls which may be lost or damaged by the Lessee.
- 19.17 The Lessee acknowledges to be aware of the provisions of the Tobacco Products Control Act No 83 of 1993 (as amended) and undertakes to comply with the Act and Regulations and any rules put in place by the Lessor in respect of the building consequent the provisions of the aforesaid Act and its Regulations

20. SERVICES

~~Any services which may be provided by the Lessor relating to the leased premises shall be at the Lessor's sole and absolute discretion and may be withdrawn at any time without notice and without affecting the rent payable by the Lessee in terms hereof. Such services do not include those services specifically included under Operating cost in 10 of this Schedule B.~~



SCHEDULE B

GENERAL CONDITIONS OF LEASE

21. CONTRAVENTIONS OF LAWS

The Lessee shall.

- 21.1 comply with all laws, by-laws and regulations relating to Lessee's or occupiers of the premises affecting the conduct of any business carried out in the premises.
- 21.2 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
- 21.3 not carry on business in such a manner as to become a nuisance on the premises or to any other occupier on the property.

22. USE OF JOINT FACILITIES

- 22.1 The Lessee shall, in conducting its business upon the premises in terms hereof, give due consideration to the use and enjoyment of the property by customers and employees.
- 22.2 The Lessee shall have the right of reasonable use of any yard, toilets and other conveniences outside of the premises. The Lessee undertakes that it will use such spaces, toilets, conveniences and facilities as may be allocated from time to time in respect of the employees of the Lessee generally, or respective particular categories of those employees.
- 22.3 The public and common areas shall at all times be subject to the exclusive control and management of the Lessor, and the Lessor shall furthermore be entitled to operate, vary and maintain the public and common areas in such manner as it will in its discretion decide.

23. SIGNS AND ADVERTISEMENTS

- 23.1 The Lessee shall not affix or mount posters, placards, advertisements or other notices (temporary or not) of whatsoever nature on the external windows, doors or walls of the premises, or on any part of the building outside of the premises, without the Lessor's prior written consent to the situation, size and design thereof.
- 23.2 The Lessee will be required to provide a sign in compliance with the provisions of the Lessor's signage specification and subject to the Lessor's written approval in giving such consent the Lessor shall be entitled to stipulate the design, product type and manufacturing criteria of any advertising sign. The Lessee shall at all times keep the sign in good and proper working order and shall comply with the requirements from time to time of any competent authority in regard to such signs and shall bear the cost of leasing, consumption of any electricity or water and running of such sign
- 23.3 Should a pylon be erected on the property then the Lessee's signage on any such pylon shall be charted out in proportion to the rental, running and maintenance expenses of such pylon, equal to the proportion that the Lessee's signage bears to the total signage on the pylon.
- 23.4 The Lessee shall upon the expiration or earlier termination of this agreement of lease, remove all signs affixed, painted, placed displayed, erected or installed and re-install and make good, at the Lessee's cost any damage caused as a result of such removal.

24. FIRE HAZARD

The Lessee shall not at any time bring or allow to be brought or kept on the premises or on the property, nor do, nor permit to be carried on, in the premises or the property, any matter or thing or activity whereby the fire or any other insurance policy may be declared null and void or become voidable or whereby the premium for any such insurance may be increased. If the premiums for such insurance are increased as the result of a contravention of this clause, whether with the Lessor's written consent or not, the Lessor, without prejudice to any of its rights hereunder, may recover from the Lessee the amount due in respect of any additional premiums and the Lessee shall pay such amount immediately on notification from the Lessor or the insurance company to the effect that such additional premiums have been charged

25. LESSOR'S RIGHTS AND OBLIGATIONS

- 25.1 The Lessor shall maintain the outside walls and roof of the premises in good order and condition.
- 25.2 The Lessor shall be entitled in its reasonable discretion to appropriate any amounts received from the Lessee towards the payment of any cause of debt or amount owing by the Lessee to the Lessor.
- 25.3 The Lessee consents to the Lessor appropriating in the sole and absolute discretion of the Lessor, all payments made under this agreement of lease to any amounts which may be due by the Lessee whether in respect of electricity, rental, operating costs and any other charges e.g. recoupment of maintenance, etc. merchant's fee, rates and taxes or otherwise and in such order of preference as the Lessor may determine.

SCHEDULE B
GENERAL CONDITIONS OF LEASE

26. TO LET NOTICES AND ACCESS

- 26.1 The Lessor and the Lessor's agents shall be entitled to enter the premises at all reasonable times either through its representatives or servants or through contractors for the purpose of inspecting the premises or for carrying out any repairs or other work if it should desire to do so. The Lessor shall in exercising its rights as aforesaid, not unduly or unreasonably interfere with the conduct of any business lawfully carried on in the premises and shall carry out any repairs or other work as expeditiously as possible. The Lessee shall not have any claim for remission for rent, compensation or damages in connection with the exercise by the Lessor of its aforesaid rights.
- 26.2 The Lessee shall
- 26.2.1 at all reasonable times permit prospective purchasers of the property or of the share capital of the Lessor to view the interior of the premises, and
- 26.2.2 during the period of 3 (three) months immediately preceding the termination or expiry of the lease, permit prospective Lessees to view the interior of the premises and the Lessor or any incoming Lessee to exhibit on the windows of the premises any notice that may be required in connection with any application for any license to carry on business in the premises.
- 26.3 The Lessor may affix to and exhibit on the window of the premises a TO LET notice or notices during the period of 3 (three) months immediately preceding the termination or expiry of this lease.

27. DAMAGE TO, OR DESTRUCTION OF BUILDING OR LEASED PREMISES

27.1 For the purposes of this clause:

- 27.1.1 the building shall be deemed to be damaged and rendered partially unleaseable if destroyed or damaged by fire or any other cause and the reconstruction costs of the building do not exceed an amount equal to 40% (forty percent) of the market value of the building immediately prior to the occurrence of such damage or destruction; and
- If the premises in the building are rendered partially unleaseable, the Lessor shall reinstate the building prior to the form before the damage or destruction and the Lessee shall be entitled to a remission of rent according to the extent of and the time during which it is deprived of beneficial occupation of the premises in the building. If the building is rendered substantially unleaseable and the Lessor fails within 60 (sixty) days of the date of the destruction or damage to give the Lessee written notice that it intends to keep the lease alive, the lease shall be deemed to have been cancelled on the date of destruction. If the Lessor gives notification as aforesaid, it shall restore the building to a leaseable condition as is practicable and the Lessee shall be entitled to a total or partial remission of rent according to the extent to which and the period during which it has been deprived of beneficial occupation of the premises within the building.
- 27.1.2 the building shall be deemed to be damaged and rendered totally unleaseable if destroyed or damaged by fire or any other cause and the reconstruction costs of the building exceed an amount of 70% (seventy percent) of the market value of the building immediately prior to the occurrence of such damage or destruction. If the building is rendered to be so unleaseable the lease shall be deemed to have been cancelled on the date of destruction.
- 27.1.3 Any dispute as to whether the building has at any time during the operation of this lease been rendered partially or totally unleaseable, or as to whether the building has at any time been rendered substantially unleaseable or as to the remission of rent to which the Lessee may be entitled hereunder, shall be submitted to the Lessor's architect whose decision shall be final and binding on the parties.
- 27.1.4 Under no circumstances whatsoever shall the Lessor or its employees be responsible or liable to the Lessee or any other person for any damage sustained by the Lessee or such other person as a result of, or in consequence of any destruction, damage or fire in the building, whatever or however the cause of such damage, destruction or fire may have occurred.
- 27.2 Notwithstanding anything to the contrary in section 27.1 of Schedule B, should a fire take place in the premises due to the negligence on the part of the Lessee or due to the Lessee's failure to comply with section 24 of Schedule B, the Lessor shall in no way be liable for any damage or loss sustained by the Lessee in consequence thereof nor shall the Lessee be entitled to any remission of rent whatsoever and the Lessee will be liable to pay the Lessor a lump sum equal to the rental and other charges on the remaining period of this agreement or any renewal thereof if so renewed between the parties. The Lessee will further be liable for the total damages in consequence to such a fire to the building and/or the property.
- 27.3 The Lessee shall at its own expense, insure the stock, fixtures and fittings contained in the premises against destruction by fire, and should a fire take place in the premises, the Lessee shall within a reasonable time restore the premises and recommence trading.

SCHEDULE B

GENERAL CONDITIONS OF LEASE

28. INDEMNITY AND LIABILITY OF LESSOR

- 28.1 Neither the Lessor nor its agents or employees are liable for any damage or injury (including loss of life) which may be caused to any of the movable or loose items, fixtures or fittings or any assets of the Lessee, including but not limited to stock-in-trade books papers or otherwise in the premises or to the Lessee or its employees, invitees, customers or licensees in consequence of the overflow of the water supply or any leakage or any fault in the plumbing works or any electrical fault or by reason of any of the elements of the weather or as a result of any cause whatsoever save in the event that such damage or injury is as result of negligence or wilful default of the Lessor, its agents, employees servants or invitees and the Lessee hereby indemnifies the Lessor and holds the Lessor harmless against any claim by the Lessee's employees, invitees, customers or licensees in respect of any such damage injury or loss of life.
- 28.2 The Lessee shall not be liable for any damages arising out of any injuries sustained by the Lessor's employees, consultants, agents, representatives or sub-contractors whilst such persons are on any premises or in any vehicle owned or used by the Lessee arising out of any damage or loss of any property belonging to such persons on or in such premises or property, whether such injury or damage or loss is caused by the negligence by the Lessee or any of its employees, consultants, agents, representatives or sub-contractors or by any other cause whatsoever.
- 28.3 Each party hereby indemnifies the other party against all damages, losses or liabilities caused due to an event which is at its risk or due to that party's negligence either contractually or delictually. The liability of each party to indemnify the other party shall be reduced proportionally if the event at the other party's risk or negligence contributed to the damage, loss or liability.
- 28.4 The Lessor shall ensure that it and its employees, consultants, agents, representatives and sub-contractors concerned do not in any way infringe or allow any infringement of any other party's Intellectual Property Rights in the performance of this contract, and the Lessor hereby indemnifies and holds the Lessee harmless from and against any claims arising against the Lessee as a result of any such infringements by the Lessor of such Intellectual Property Rights.

29. VENDING MACHINES

The Lessee undertakes that it will not operate or permit to be operated in or about the premises of the building, any coin or token-operated vending machine or similar device for the sale of any goods, merchandise, beverages sweets, cigarettes, other commodities or services, nor any scale, pay lockers, amusement devices and machines without the prior written consent of the Lessor.

30. BREACH OF LEASE

- 30.1 The Lessee shall be in breach of this agreement of lease should the Lessee --
- 30.1.1 fail to pay any amount due in terms of this agreement of lease, or;
- 30.1.2 materially breach this agreement of lease in any other way and fail to remedy such breach within 7 (seven) days after service of written notice on the Lessee's *domicilium* address calling for such remedy, or;
- 30.1.3 consistently breach this Agreement of Lease in such a manner as to justify the Lessor in holding that the Lessee's conduct is inconsistent with an intention or ability on the part of the Lessee properly to comply with its obligations in terms of this lease (the commission of the same breach, whether in respect of payment or otherwise on more than 2 (two) occasions in any period of twelve consecutive months being deemed to justify the Lessor's holding as aforesaid), or;
- Then,
- 30.1.4 the Lessor shall have the right, without prejudice to any alternative or additional right of action or remedy available to the Lessor under the circumstances (including without derogation the right to claim specific performance), to:
- 30.1.4.1 cancel this agreement of lease forthwith and to retake possession of the premises, subject to its right to claim damages for breach of contract, and
- 30.1.4.2 to convert this agreement of lease to one which the Lessor (but not the Lessee, who shall continue to be bound for the initial period in full) shall be entitled to terminate by giving 1 (one) month's written notice to the Lessee, the remaining terms and conditions being otherwise unaffected, but without prejudice to the Lessor's claim for arrear rent and/or damages which it may have suffered by reason of the Lessee's breach.
- 30.2 Section 30.1 of Schedule B shall not be construed as excluding the ordinary lawful consequences of a breach of this agreement of lease by either party (save any such consequences as are expressly excluded by any of the other provisions of this agreement of lease) and in particular any right of cancellation of this lease on the ground of a material breach going to the root of this agreement of lease.
- 30.3 Any cancellation or declaration of cancellation of this agreement of lease shall not have the effect of cancelling any of the rights of the Lessor which accrued prior to the cancellation or any other obligation of the Lessee which arises on termination of this agreement of lease.

SCHEDULE B

GENERAL CONDITIONS OF LEASE

- 30.4 If on termination of this agreement of lease, repairs or renovations are necessary to the leased premises by virtue of a failure of the Lessee to carry out the obligations imposed upon the Lessee in terms of this agreement of lease, the Lessor shall be entitled to carry out such repairs or renovations as are necessary and to recover the costs incurred by it from the Lessee.
- 30.5 If and when the Lessor has the right of cancelling this agreement of lease, it shall be entitled to inform any credit bureau of any breach of this lease committed by the Lessee
- 30.6 In the event that the Lessee fails to pay rental for any reason whatsoever and the Lessor institutes action as is provided for in this agreement of lease against the Lessee, the Lessee shall be obliged to make payment of the amount of the rental and, in the event of the Lessee failing to make payment of such rental, the Lessee shall immediately be required to vacate the premises and the Lessor shall be entitled to an order from a competent court ejecting the Lessee from such premises. The Lessee shall be entitled to remain in occupation only in the event that the Lessee pays the rental and other charges and shall be entitled to require the Lessor to furnish security for the repayment of such rental and other charges in the event of it being found by a competent court that such rental is not due and payable
- 30.7 Should the Lessor commit any breach of the terms of this Agreement of Lease or fail to comply with any condition of this agreement of lease and fail to remedy such breach within 14 (fourteen) days of receipt by the Lessee of a notice calling upon the Lessor to comply with the terms or conditions or to remedy the said breach, or within such longer period as is reasonably required by the Lessee to comply with the term or condition or remedy the breach, as the case may be, the onus being upon the Lessor to prove the need for the longer period then notwithstanding anything to the contrary hereinbefore contained and notwithstanding any previous indulgences, then;
- 30.7.1 the Lessee shall be entitled to cancel this Lease after 3 (three) month's written notice to the Lessor and to recover such damages as the Lessee may be able to prove that it has sustained; or
- 30.7.2 to enforce performance of this Lease including, without derogating from the generally hereof, the right to claim such damages as the Lessee may suffer arising out of any breach by the Lessor of this Lease.
31. **EXCLUSION OF WARRANTIES**
- The Lessor does not warrant, and this agreement of lease is not made on the basis:
- 31.1 that the premises is or will at any time be fit for the purpose for which it is let, or
- 31.2 that the Lessee will be granted licenses or permits in respect of the leased premises for the conduct of any business or for any other type of use, or that such license or permit will be renewed from time to time and this agreement of lease is not in any way conditional on any such license or permits being granted and/or renewed. There shall be no liability on the Lessor to do any work or make any alterations or repairs to the leased premises to comply with the requirements of any licensing or other authority. The Lessor shall not, however, unreasonably withhold its consent to the Lessee doing any such work, repairs or alterations at the Lessee's own cost and expense, provided that the Lessor shall be entitled to require such work, repairs or alterations to be effected subject to the reasonable approval of an architect nominated by it and the fees of such architect shall be paid by the Lessee on demand. The provision of section 15 of Schedule B shall apply to any such work, repair or alteration.
32. **JURISDICTION**
- At the option of the Lessor, any action or application arising out of this agreement of lease or any suretyship furnished for the obligations of the Lessee hereunder may be brought in the Magistrate's Court, Pretoria in respect of the Lessee or the sureties, as the case may be, notwithstanding that the amount in issue may exceed the jurisdiction of this court.
33. **WHOLE AGREEMENT**
- This agreement of lease constitutes the whole agreement between the parties and no warranties or representations, whether express or implied, not stated herein shall be binding on the parties. No agreement at variance with the terms and conditions of this agreement of lease or any consensual cancellation thereof shall be binding on the parties unless reduced to a written agreement signed by or on behalf of the parties. No relaxation or indulgence which the Lessor may show to the Lessee of rent after due date (whether on one or more occasions) shall preclude or stop it from exercising any rights enjoyed by it hereunder by reason of any subsequent payment not being made strictly on due date. Unless otherwise stated by the Lessor in writing, the receipt by the Lessor or its agents of any rent or other payment shall in no way whatsoever prejudice or operate as a waiver, rescission or abandonment of any cancellation or right of cancellation effected or acquired prior to such receipt.
34. **COSTS OF LEASE**
- Each party shall bear its own costs in preparing of this agreement of lease and any Stamp Duty applicable shall be payable by the Lessee, on demand.





SCHEDULE B

GENERAL CONDITIONS OF LEASE

35. LEGAL COSTS AND OUTSTANDING PAYMENT

All legal costs incurred by either party in consequence of any default of the provisions of this agreement of lease by the other party shall be payable on demand on the scale as between attorney and client and shall include collection charges the cost incurred by such party in endeavouring to enforce such rights prior to the institution of legal proceedings and the costs incurred in connection with the satisfaction of enforcement of any judgment awarded in favour of such party to its rights in terms of or arising out of this agreement of lease

36. MAKE OVER AND CESSION OF LEASE AGREEMENT

The validity of this agreement of lease shall not in any way be affected by the transfer of the property from the Lessor pursuant to a sale thereof. It shall accordingly, upon registration of transfer of the property into the name of the purchaser, remain of full force and effect save that the purchaser shall be substituted as Lessor and acquire all rights and be liable to fulfil all the obligations which the Lessor, as Lessor, enjoyed against or was liable in favour of the Lessee in terms of this agreement of lease

37. CHANGE OF OWNERSHIP/RE-DEVELOPMENT

Notwithstanding anything to the contrary contained in this agreement, the Lessor may cancel this agreement of lease without the payment of any compensation to the Lessee on six (6) months written notice to the Lessee, if the Lessor wishes to demolish the building or wishes to rebuild, redevelop, renovate, make any structural alterations to the building 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

38. CHANGE OF NAME OF OFFICE PARK

The Lessor shall be entitled at any time during the currency of this agreement of lease and at its sole and absolute discretion, to change the name of the office park and the Lessee shall have no claim against the Lessor for compensation, damages or otherwise, by reason of such change thereof.

39. REBUILDING AND RELOCATION

39.1 The Lessor shall be entitled to affect any repairs, alterations, improvements, renovations and additions to the premises or to the property on which the premises are situated with reasonable written notice to the Lessee by the Lessor.

39.2 In exercising its rights in terms of section 39.1 of Schedule B, the Lessor may erect scaffolding, hoardings and building equipment in, at, near or in front of the premises and also such devices as may be reasonably necessary for the protection of any person against injury arising out of such building operations. The Lessor shall further be entitled to create dust or noise, and to lead pipes and any other temporary services through the premises.

39.3 The Lessee shall have no claim of whatever nature, whether for remission of rent, inconvenience, financial loss or otherwise, by reason of the property and/or the premises falling into a state of disrepair and/or by reason of the interruption of any services (including but not limited to the supply of electricity, air-conditioning and/or lifts) relating thereto, or by reason of any maintenance, repair, renovation or re-building activities

40. APPLICATION OF SECTIONAL TITLE ACT

In the event of a body corporate being established in respect of the building in terms of the Sectional Title Act No. 95 of 1986 (as amended), the Lessee shall comply with all rules and regulations of the said body corporate insofar as they apply to the leased premises and the common area

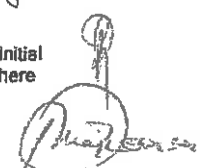
41. GOVERNMENT OR LOCAL AUTHORITY TAX

In the event of any new Government or Local Authority Tax or charge being levied on the property such charge or tax will be exclusive to the operating costs contributions referred to in section 10 of Schedule B; be on a pro-rata basis and such charges will be additional charges to the total rental payable by the Lessee to the Lessor contained in section 13 of Schedule A. Such charges will be payable monthly in advance together with the rent. Failure by the Lessee to pay such charges shall have the same effect as the Lessee's failure to pay rent.

42. DISPUTE

42.1 The parties shall make every effort to resolve any disagreement or dispute arising between them under or in connection with this Lease or its interpretation, amicably by direct informal negotiation. The party asserting the existence of a disagreement or dispute shall, promptly upon becoming aware of such disagreement or dispute, notify the other party in writing (such writing being referred to as the "Notice of Dispute") specifying the nature of the disagreement or dispute, and shall also provide such other information about the disagreement or dispute as the other party may reasonably require.

42.1 If after thirty (30) days from the commencement of such informal negotiations the parties have been unable to amicably resolve the dispute or difference, either party shall have the right to initiate arbitration proceedings in accordance with the UNCITRAL Arbitration Rules as at present in force. The arbitral tribunal shall consist of one (1) arbitrator who shall be selected by agreement of the parties. If the parties are unable to agree on the sole arbitrator, the Northern High Court of Gauteng shall act as the appointing authority. The arbitration shall take place at a place to be agreed upon by the parties and failing such agreement, in Pretoria, Gauteng. The English language shall be used throughout the proceedings and the resulting award shall be final and binding on the parties and shall be in lieu of any other remedy.



SCHEDULE B
GENERAL CONDITIONS OF LEASE

43. **OFFER BY LESSEE**

Signature of this document by the Lessee shall be an offer by the Lessee to the Lessor to enter into this agreement of lease, which offer shall be irrevocable for a period of 30 (thirty) days from the date of signature by the Lessee. This agreement of lease shall be concluded and binding on the Lessor only when signed by it, until which time no obligation of any kind whatsoever shall exist on the part of the Lessor in respect of any matter herein provided or referred to

44. **LESSOR'S CONSENT**

Save where it is expressly provided for in this agreement of lease that the Lessor's consent or approval may not be unreasonably withheld or refused, the grant or withholding or refusal by the Lessor of such consent or approval shall be within the Lessor's absolute discretion. Should there be any such express provision in this agreement of lease and should a dispute arise between the Lessor and the Lessee as to whether the Lessor has unreasonably withheld or refused such consent or approval, the onus shall be on the Lessee to prove that the Lessor has withheld such consent or approval unreasonably

45. **SEVERABILITY**

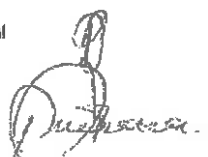
If any provision of this Agreement of Lease is unenforceable, the Parties shall be entitled to elect at any time that such provision shall be severed from the remaining provisions of this Agreement of Lease, which shall not be affected and shall remain in full force and effect

46. **AGREEMENT**

This agreement of lease shall only be of force and effect when signed by an authorised signatory on behalf of the Lessor

47. **AUTHORISATION**

Every natural person signing this agreement on behalf of either party, warrants that he/she is duly authorised so to act on behalf of that party and that all necessary steps have been taken by the juristic person to give the signatory the power to sign this agreement on behalf of the juristic person



ANNEXURE A

OPTION TO RENEW

The Lessee has the right to renew the lease for a further period of 9 (nine) years and 11 months, provided:

- 1 that such right is exercisable only by the Lessee giving notice in writing to the Lessor of such exercise at least six (6) months prior to the termination of the initial period and
- 2 that if not so exercised, such right shall lapse, and;
- 3 that such right is subject to the Lessee having complied with all obligations imposed by this lease, and,
- 4 that during the option period all terms and conditions shall be in compliance with the Lessor's then standard letting policy and;
5. that the basic rent shall be subject to mutual agreement and failing such agreement shall be the greater of -
 - 5.1 the rental payable for the last month of the initial period of the Lease escalated by 10 %; or
 - 5.2 the rental market value of similar premises prevailing at the time of renewal; and
6. that there shall be no further right of renewal by the Lessee



[Handwritten signature]

SPECIAL CONDITIONS TENANT INSTALLATION CONTRIBUTION

BLOCK C: ECO GLADES 2 - NATIONAL GAMBLING BOARD OF SOUTH AFRICA

1 The Lessor to supply the following

- a) Power skirting to external perimeter walls of building, excluding any perimeter glazed shop fronts
- b) Suspended Ceiling grid only with a minimum of 1 recessed triple fluorescent light at a ratio of one per 16m²
- c) Provision for standard telephone and Data reticulation basket and trays for the Lessee's installation and reticulation purposes.
- d) Bulk water connection to the premise, excluding final plumbing requirements.

2 The Lessor will contribute R 1 350 000.00 (One Three Five Zero Zero Zero Zero and 00/100 cents) (VAT INCLUDED) towards the following as a tenant installation allowance to the Lessee:

- a) spatial design and layout
- b) fire rationale design
- c) partitioning, doors, locks, ironmongery etc
- d) all floor coverings
- e) all HVAC requirements
- f) additional electrical requirements, including lighting
- g) all kitchen, kitchenette requirements
- h) plumbing and warm water requirements,
- i) ceiling tiles
- j) all professional fees required for design, compliance or otherwise
- k) additional Uninterrupted Power Supply requirements and any additional standby generator requirements of the Lessee
- l) any item/s not covered hereunder and exceeding the allowance to made by the Lessor, will be for the Lessee's own account and not refundable by the Lessor

3. All contractors will be appointed and paid directly by the Lessee

- a) The Parties shall agree on the appointment of all electrical, HVAC and fixed internal installation contractors

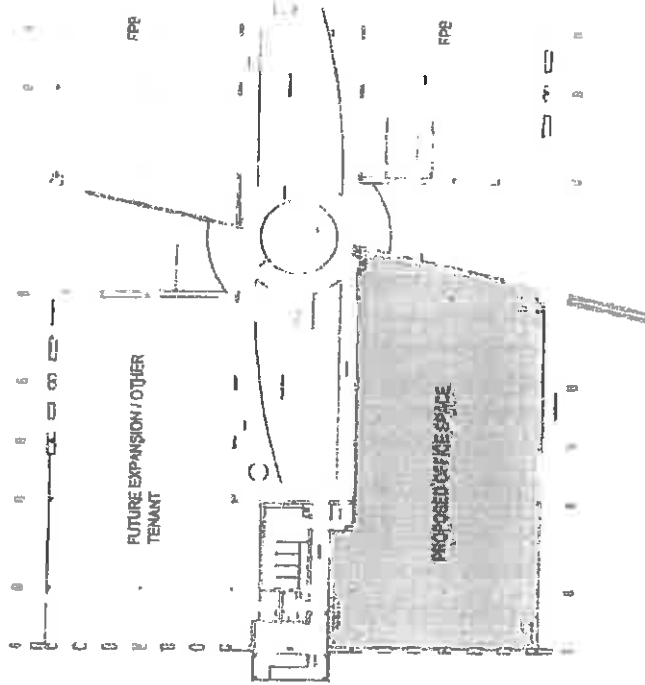
4 The Lessor reserves the right to withhold payment in terms of this Annexure B from the Lessee for any workmanship by a contractor appointed, which is considered by the Lessor to be sub standard. Such payment will not be unreasonably withheld. All contractors subject to rules and quality control as per Lessor site manager

5. The above total amount of R 1 350 000.00 (One Three Five Zero Zero Zero Zero and 00/100 cents) (VAT INCLUDED) will be refundable to the Lessee, after

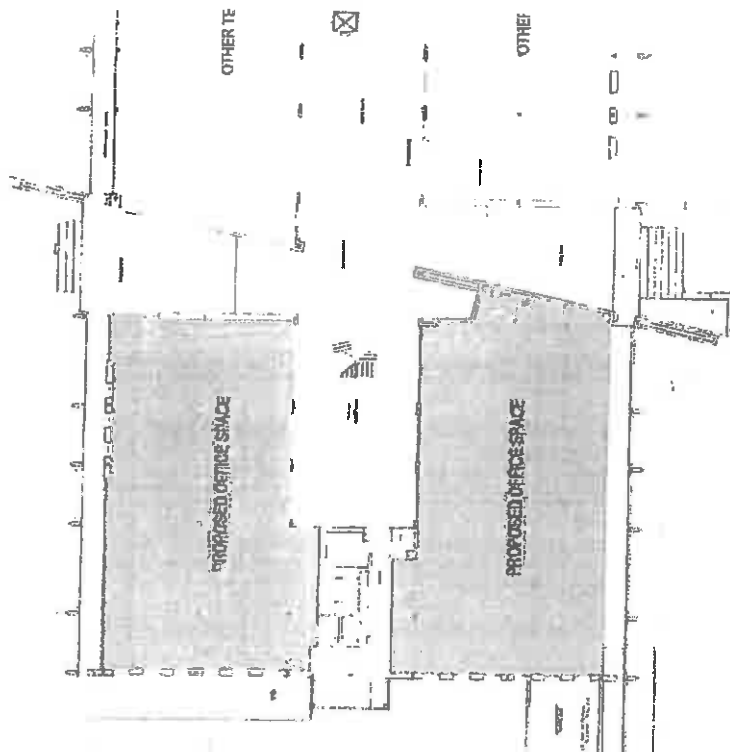
- a) Approved spatial design layout including plumbing and electrical layout HAS BEEN SUBMITTED by SACAP registered party
- b) Completion of all work as per the Lessee's instructions
- c) An inspection has been carried out by the Lessor and the Lessee
- d) All work done has been signed off by the Lessor and the Lessee
- e) The retention list has been signed off by the Lessor and the Lessee
- f) An valid invoice from the Lessee has been forwarded to the Lessor and supported by invoices from each contractor
- g) Lessee to provide electrical and plumbing certificate of compliance on all internal work conducted
- h) All contractual obligations from Lessee have been fulfilled

6 Payment will be paid or credited to the Lessee's rental account 7 days after compliance to section 5 of this ANNEXURE B to the discretion of the Lessee.

ANNEXURE C



FIRST FLOOR PLAN



BUILDING C - GROUND FLOOR PLAN


Eco Glades 2 Office Park Plans

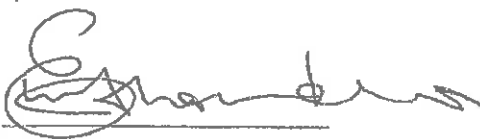
[Handwritten signature]


THUS DONE AND SIGNED BY THE LESSEE AT PRETORIA ON THE

17 DAY OF September 20 12

AS WITNESSES:

1. 

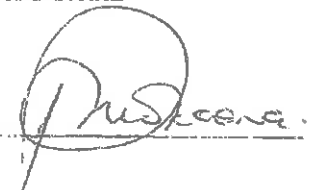
2. 


For and behalf of the
LESSEE, who is duly
authorised to sign, on
behalf of the entity


THUS DONE AND SIGNED BY THE LESSOR AT ECO COURT, HIGHVELD EXTENSION 70

ON THE 17 DAY OF September 20 12

AS WITNESSES:

1. 

2. 


For and behalf of the LESSOR,
who is duly authorised to sign,
on behalf of the entity

SECOND ADDENDUM TO LEASE AGREEMENT

between

FAERIE GLEN WATERPARK (PROPRIETARY) LIMITED

Registration No: 2001/009583/07

"Lessor"

and

NATIONAL GAMBLING BOARD OF SOUTH AFRICA

An institution established in terms of the National Gambling Act, Act No. 33 of 1996,
repealed by the National Gambling Act, Act No. 7 of 2004.

"Lessee"



1. INTERPRETATION

- 1.1 Words and expressions defined in the Agreement of Lease shall have the same meanings in this first addendum, unless the context indicates otherwise.
- 1.2 In this second addendum;
- 1.2.1 **"agreement of lease"** means the agreement of lease concluded between FAERIE GLEN WATERPARK (Proprietary) Limited, the "Lessor" and NATIONAL GAMBLING BOARD OF SOUTH AFRICA, the "Lessee" entered into on about 17 September 2012 between the Lessor and Lessee for premises in Block C at Eco Glades 2, Centurion;
- 1.2.2 **"dti"** means the Department of Trade and Industry of South Africa;
- 1.2.3 **"lessor"** means FAERIE GLEN WATERPARK (Proprietary) Limited;
- 1.2.4 **"lessee"** means NATIONAL GAMBLING BOARD OF SOUTH AFRICA;
- 1.2.5 **"second addendum"** means this second addendum concluded between the parties subsequent to the lease agreement;
- 1.2.6 **"parties"** means the Lessor and the Lessee;
- 1.2.7 **"premises"** means the premises as defined in clause 1.6 of Schedule A of the Agreement of Lease;
- 1.2.8 **"property"** means the property as defined in clause 1.4 of Schedule A of the Agreement of Lease.
- 1.2.9 **"sub-Lessee"** means an occupant subletting from the Lessee.

2. INTRODUCTION

- 2.1 The **Lessor** and the **Lessee** have concluded the Agreement of Lease on or about 17 September 2012.
- 2.2 Clause 15.3.3 of schedule B of the agreement of lease is not applicable to the premises let by the lessee. The parties have therefore agreed to remove this clause from the agreement of lease.
- 2.3 The parties wish to amend the agreement of lease to cater for the matters incidental to clause 15.3.3 in the agreement of lease.



1 N M



2 N

3. AMENDMENTS

The parties wish to amend the agreement of lease and now agree to the following amendments:

Deletion of clause 15.3.3 of Schedule B

4. EFFECTIVE DATE

This second addendum shall be effective from 17 September 2012 irrespective of the date of signature by the parties.

5. GENERAL

- 5.1 Save as provided in this first addendum, the provisions of the Agreement of Lease shall remain unaltered and of full force and effect.
- 5.2 No addition to, variation or agreed cancellation of this first addendum shall be of any force or effect unless reduced to writing and signed by or on behalf of the parties.
- 5.3 If there is any conflict between the provisions of this first addendum and the provisions of the lease agreement, the provisions of this first addendum shall prevail.
- 5.4 Every natural person signing this first addendum on behalf of either party, warrants that he/she is duly authorised so to act on behalf of that party and that all necessary steps have been taken by the juristic person to give the signatory the power to sign this first addendum on behalf of the juristic person.

Handwritten signatures and initials at the bottom of the page. On the left, a signature is circled. In the center, there is a large 'G' and a signature. To the right, there is a signature with '1 KM' written above it, and another signature with '3' written below it. There are also some other marks and initials scattered around.

SIGNED AT ECO PARK ON THIS 11th DAY OF July 2013

As witnesses:

1. 

2. 

**FAERIE GLEN WATERPARK
(Proprietary) Limited**



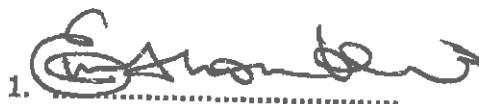
Who warrant that she is duly authorised
thereto

Name of signatory: I.M. Tsai

Capacity of signatory: Director

SIGNED AT CENTURION ON THIS 10TH DAY OF
JULY 2013

As witnesses:

1. 

2. 

**NATIONAL GAMBLING
BOARD OF SOUTH AFRICA**



Who warrant that he/she is duly
authorised thereto

Name of signatory: SIHEMBA MARASHA

Capacity of signatory: ACTING CEO