

# Annexure 1

*Notarial deed of lease*

PROTOCOL NO.

**NOTARIAL DEED OF LEASE**  
(IN RESPECT OF SECTION [●] THE MIX)

**KNOW ALL MEN WHOM IT MAY CONCERN:**

BE IT HEREBY MADE KNOWN:

THAT at SANDTON on [●] before me **JOHN GRANT WEBBER (LPCM 86326)** of SANDTON, in the Province of Gauteng, Notary Public, by lawful authority duly admitted and sworn and in the presence of the subscribing witnesses personally came and appeared [●] of SANDTON, she being duly authorised thereto by resolution dated [●] of the directors of

**WATERFALL CBD RESIDENTIAL WUQF PROPRIETARY LIMITED**

**Registration Number 2012/060974/07**

(hereinafter with its successors in title or assigns, called the "**Lessor**");

and [●] of SANDTON, she being duly authorised thereto by virtue of a power of attorney given to her at [●] on [●] by

[●] **Full name**  
[●] **Identity Number** [●]  
[●] **Marital Status** [●]

(hereinafter with its successors in title or assigns, called the "**Lessee**")

which said special powers of attorney and certified copy of which resolution are filed in my protocol with the minute of these presents.

**NOW THEREFORE THESE PRESENTS AGREE AS FOLLOWS:**

**1 INTERPRETATION**

1.1 In this Lease Agreement, unless inconsistent with or otherwise indicated by the context

1.1.1 "**Developer**" means collectively Attacq the Mix Proprietary Limited Registration Number 2021/600182/07 and D2E Properties Proprietary Limited Registration Number 2019/406767/07 ;

1.1.2 "**Development**" means a residential estate known as The Mix which is to be developed on Portion 1 of Erf 4261 Jukskei View Extension 86 Township;

1.1.3 "**Effective Date**" means the date of Registration of this Lease Agreement or the assignment thereof in terms of clause 9 of the Standard Terms and Conditions, as the case may be;

1.1.4 "**Initial Agreement**" means the agreement concluded on or about \_\_\_\_\_ by the Lessee and the Developer to procure the execution of this agreement between the Lessee and the Lessor on the standard terms and conditions attached hereto;

1.1.5 "**Lease Agreement**" means the lease agreement as set out in this document including the Standard Terms and Conditions;

1.1.6 "**Lease Consideration**" means the amount payable for the grant of the Leasehold Title to the Property, being the amount of R [●] ( [●] RAND) inclusive of VAT at the standard rate;

1.1.7 "**Lease Term**" means the lease term commencing on the Effective Date, terminating 99 (ninety-nine) years after the Effective Date, save as otherwise contemplated in this Lease Agreement;

1.1.8 "**Property**" means –

A Unit consisting of

(a) Section No. [●] as shown and more fully described on Sectional Plan No SS \_\_\_\_\_ in the scheme known as THE MIX in respect of the land and building or buildings situated at JUKSKEI VIEW EXTENSION 86 TOWNSHIP, LOCAL AUTHORITY: CITY OF JOHANNESBURG METROPOLITAN MUNICIPALITY, of which section the floor area, according to the said sectional plan is [●] ([●]) square metres in extent; and

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Held by Certifictae of Registered Sectional Title ST \_\_\_\_\_ (unit) ([●])

(about to be registered)

- 1.1.9 "Registration" means registration of the Lease Agreement, the notarial deed of cession and assignment of this Lease Agreement or the notarial deed of extension of lease term (as the context may indicate), in the office of the Registrar of Deeds, Pretoria;
- 1.1.10 "Residents Association" means The Mix Residents Association, an association of persons governed by a constitution; and
- 1.1.11 "Standard Terms and Conditions" means the standard terms and conditions forming part of this Lease Agreement and annexed hereto as "Annexure 1".

## 2 RECORDAL

- 2.1 The Lessor is the owner of the land on which the Property is or will be constructed by the Developer.
- 2.2 The Property forms part of the Development and is marketed by the Developer.
- 2.3 The Lessee has concluded an agreement with the Developer in terms of which the Lessee has agreed to pay the Lease Consideration to the Developer subject to the Developer procuring the conclusion by the Lessor of the Lease Agreement.
- 2.4 The Lessor has agreed with the Developer to let the Property to the Lessee who wishes to rent the same from the Lessor.

## 3 LEASE

The Lessor hereby lets the Property to the Lessee who rents the Property for the Lease Term upon the terms and conditions as set out in this Lease Agreement, together with the conditions contained in the title deed of the Property, the applicable town planning scheme and/or the relevant Diagram or General Plan, against payment of the Lease Consideration.

## 4 PAYMENT OF LEASE CONSIDERATION

- 4.1 The Lease Consideration is payable by the Lessee to the Developer.
- 4.2 The Lease Consideration shall be paid by the Lessee to the Developer against Registration of this Lease Agreement.

AND the said Lessor's agent, hereby grants to the Lessee the lease on the terms and conditions set out herein, and the said [●] in her capacity aforesaid, declared in the name and on behalf of the Lessee to accept the grant of the lease herein before set forth, agreeing on behalf of the Lessee to fulfil each and every of the conditions and obligations imposed upon the Lessee by virtue hereof.

THUS DONE and EXECUTED at SANDTON aforesaid, on the day, month and year first aforewritten, in the presence of the subscribing witnesses.

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
q.q. THE LESSOR

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
q.q. THE LESSEE

QUOD ATTESTOR

NOTARY PUBLIC  
JOHN GRANT WEBBER (LPCM 86326)

## ANNEXURE 1 STANDARD TERMS AND CONDITIONS

### 1 INTERPRETATION

- 1.1 In these Standard Terms and Conditions, capitalised terms used (but not otherwise defined) shall bear the meanings assigned to them in the Notarial Deed of Lease Agreement to which these Standard Terms and Conditions are annexed and unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings –
- 1.1.1 "**Alterations**" means any additions, alterations, improvements, renovations and repairs to the Property;
- 1.1.2 "**Business Day**" means a day which is not a Saturday, Sunday or South African public holiday;
- 1.1.3 "**Control**" means in relation to the Lessee the ability to exercise -
- 1.1.3.1 more than 50% of the voting power of; or
- 1.1.3.2 a material influence over financial and trading policies of; or
- 1.1.3.3 the right to control the management of the Lessee concerned;
- 1.1.4 "**CPIX**" means the Consumer Price Index excluding interest rates on mortgage bonds (Metropolitan and other urban areas) as published from time to time by Statistics South Africa and failing the publication of that Index, a similar Index as determined by Statistics South Africa;
- 1.1.5 "**CPI increase**" means any increase in the CPIX, expressed as a percentage, over any given period;
- 1.1.6 "**Deemed Disposal**" means the transfer of an interest in the Lessee if the Lessee is not a natural person which results in a change in the Control of the Lessee;
- 1.1.7 "**Distressed Disposal**" means a disposal by the Lessee of the Leasehold Title to a third party where the proceeds of such disposal are insufficient to discharge the Lessee's indebtedness to the Mortgage Financier and, notwithstanding such shortfall, the Mortgage Financier consents to the said disposal, and includes a disposal on the insolvency of the Lessee by a liquidator or trustee;
- 1.1.8 "**Extension Consideration**" means an amount plus VAT thereon which shall be calculated as follows: If the Lease Term is extended -
- 1.1.8.1 pursuant to the disposal of the Leasehold Title, the Specified Percentage of the gross disposal price, or the Fair Value of the Leasehold Title, whichever is the greater; or
- 1.1.8.2 at the instance of the Lessee (as contemplated in clause 8.2.2 below), the Specified Percentage of the Fair Value of the Leasehold Title;
- 1.1.9 "**Fair Value**" shall be -
- 1.1.9.1 as agreed in Writing between the Lessor and the Lessee within 20 (twenty) days from a request in Writing by either Party in the case of a disposal or extension of the Lease Term by the Lessee;
- 1.1.9.2 as agreed in Writing between the Lessor and the Mortgage Financier (within 20 (twenty) days from Written request by either the Lessor or the Mortgage Financier in the case of a cancellation of the Lease as contemplated in clause 16.10 below;
- 1.1.9.3 failing agreement, the market value as determined by an independent expert (whose decision shall be final and binding on the Parties) agreed by the Lessor and the Lessee or the Mortgage Financier (as the case may be), and failing agreement in respect of such expert, an expert nominated by the President for the time being of the South African Property Owners Association or its successor body; and
- 1.1.9.4 in the case of a Forced Disposal the disposal proceeds realised at the sale in execution;
- 1.1.10 "**Farm Waterfall**" means the geographic area of portion 1 of the farm Waterval 5 IR as described in deed of transfer T6167/1934 (as at the date of the registration thereof);
- 1.1.11 "**Forced Disposal**" means a disposal of the Leasehold Title -
- 1.1.11.1 to a third party by means of a sale in execution pursuant to a default by the Lessee under the Mortgage Financier Agreement or Mortgage Bond; or
- 1.1.11.2 by the Mortgage Financier (or its nominee) where the Mortgage Financier has bought the Leasehold Title at the sale contemplated in 1.1.11.1 above;
- 1.1.12 "**Lease Agreement**" means the Notarial Deed of Lease to which these Standard Terms and Conditions are annexed and thereby incorporating these Standard Terms and Conditions;
- 1.1.13 "**Leasehold Title**" means all of the rights, title, interest and obligations of the Lessee as lessee in terms of this Lease Agreement;

- 1.1.14 "**LSF Contribution**" means an amount equal to 0.5% (zero point five percent) of the gross disposal price or Fair Value of the Leasehold Title whichever is the greater, payable by the Lessee upon the disposal of its rights under this Lease Agreement to the Residents Association for the credit of the levy stabilization fund, as contemplated in clause 9 below;
- 1.1.15 "**Mortgage Bond**" means the mortgage bond registered over the Leasehold Title by the Lessee in favour of the Mortgage Financier to secure the Lessee's obligations to the Mortgage Financier;
- 1.1.16 "**Mortgage Finance Agreement**" means any agreement concluded between the Lessee and a Mortgage Financier against the security of a Mortgage Bond;
- 1.1.17 "**Mortgage Financier**" means the financial institution or such other entity (and includes its successors and assigns) to whom the Lessee is indebted in terms of a Mortgage Finance Agreement and/or Mortgage Bond;
- 1.1.18 "**Parties**" means the Lessor and the Lessee and "Party" shall refer to either one of them as the context may indicate;
- 1.1.19 "**Rules**" means the rules as applicable to the Development and determined and amended from time to time by the Residents Association;
- 1.1.20 "**Specified Percentage**" means 3% (three percent);
- 1.1.21 "**VAT**" means Value Added Tax payable in terms of the Vat Act;
- 1.1.22 "**Vat Act**" means the Value Added Tax Act 89 of 1991 as amended; and
- 1.1.23 "**Writing**" (or words of similar meaning) means legible writing and in English and excludes any form of electronic communication contemplated in the Electronic Communications and Transactions Act, 25 of 2002;
- 1.2 any reference to the singular includes the plural and vice versa;
- 1.3 any reference to natural persons includes legal persons and vice versa; and
- 1.4 any reference to a gender includes the other genders.
- 1.5 The clause headings in this Lease Agreement have been inserted for convenience only and shall not be taken into account in its interpretation.
- 1.6 Words and expressions defined in any sub-clause shall, for the purpose of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 1.7 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of this Lease Agreement, notwithstanding that it is only contained in the interpretation clause.
- 1.8 If any period is referred to in this Lease Agreement by way of reference to a number of days, the days shall be reckoned, subject to 1.9 below, exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the day shall be the next succeeding Business Day.
- 1.9 If any period for which interest is to be calculated is referred to in this Lease Agreement by way of a reference to a number of days, the days shall be reckoned inclusively of the first and exclusively of the last day.
- 1.10 This Lease Agreement shall be governed by, construed and interpreted in accordance with the law of the Republic of South Africa.

## 2 RECORDAL

- 2.1 The Lessor is the owner of the land on which the Property is or will be constructed by the Developer.
- 2.2 The Property forms part of the Development and is marketed by the Developer.
- 2.3 The Lessee has concluded an agreement with the Developer in terms of which the Lessee has agreed to pay the Lease Consideration to the Developer subject to the Developer procuring the conclusion by the Lessor of the Lease Agreement.
- 2.4 The Lessor has agreed with the Developer to let the Property to the Lessee who wishes to rent the same from the Lessor.
- 2.5 It is contemplated that the Lessee may Register a Mortgage Bond over the Leasehold Title.
- 2.6 To protect the interests of the Mortgage Financier in the event of a default by the Lessee in its obligations to the Mortgage Financier pursuant to the Mortgage Finance Agreement or Mortgage Bond, and to make the

Mortgage Bond effective security for the indebtedness from time to time of the Lessee to the Mortgage Financier, the Lessor has agreed to grant to the Mortgage Financier the rights contemplated in clause 16 below and such other rights in favour of the Mortgage Financier which may appear elsewhere in this Lease Agreement.

### **3 NOTARIAL EXECUTION AND REGISTRATION**

- 3.1 This Lease Agreement shall be notarially executed and registered against the title deed of the unit and the certificate of real right of exclusive use in respect of the exclusive use areas.
- 3.2 All documents required to be drafted, completed or notarially executed for the purposes of giving effect to the provisions of this clause shall be drafted, completed and notarially executed by notaries and conveyancers nominated by the Lessor on the basis that all costs, including fees and disbursements of such notaries and conveyancers, stamp and other duties and all legal costs incurred by the Lessor in respect thereof shall be paid, on demand, by the Lessee.
- 3.3 With effect from the Effective Date, this Lease Agreement shall supersede any prior agreement entered into between the Lessor and/or the Developer (as applicable) and the Lessee and shall, as read with the Rules and the founding documents of the Residents Association, solely govern the relationship between the Lessor and the Lessee in respect of the Property.

### **4 DURATION OF LEASE**

The Lease Agreement shall endure for the Lease Term unless cancelled in terms of this Lease Agreement with the consent of the Mortgage Financier where such consent is required.

### **5 CONDITIONS OF PAYMENT**

The Lessee shall not be entitled to withhold or attach any condition to the payment of any amount due to the Lessor, the Residents Association or any other entity under this Lease Agreement and in particular, the Lessee shall not apply set-off against any claim that may be asserted against the Lessor, the Residents Association or any other entity from time to time.

### **6 WATER, ELECTRICITY AND OTHER CHARGES**

- 6.1 With effect from the Effective Date, the Lessee shall be solely liable for all charges (including deposits) levied -
- 6.1.1 for rates, taxes and levies and any other charges (of whatsoever nature) payable in respect of the Property (including any such charges or taxes that may now or in the future be payable by the Lessor by virtue of the Lessor's ownership of the Property);
- 6.1.2 for all water, gas, electricity and other services or utilities consumed on, or supplied to, or apportioned to, the Property;
- 6.1.3 for all service charges levied by the local authority, the Residents Association or other service provider for the removal from the Property of refuse, any special refuse fees, industrial effluent fees, sanitary fees, sewerage fees, special sewerage fees, domestic effluent fees and all similar charges of whatsoever nature payable in respect of or apportioned to the Property;
- 6.1.4 for connecting to any voice, data or other telecommunications service (if any) installed in the Development, as well as all costs relating to the use of such services as may be levied by the relevant service provider; and
- 6.1.5 for all other fees, penalties, fines, legal costs and interest which may become payable by reason of late or non-payment of the afore-going charges.
- 6.2 The amounts due by the Lessee in terms of clause 6.1 above shall, at the sole discretion of the Lessor, be -
- 6.2.1 paid directly to the relevant authority, service provider or creditor; or
- 6.2.2 included in the levy statement dispatched monthly by the Residents Association to the Lessee in which case such amounts shall be paid by the Lessee to the Residents Association simultaneously with the balance of the levy payable by the Lessee.
- 6.3 All other arrangements that the Lessee makes with any statutory body, local or any other authority or party, with or without the consent of the Lessor, shall be for the account of the Lessee.
- 6.4 Regardless of whether the relevant authority, service provider or creditor concerned issues such invoice in the name of the Lessee, it is the Lessee's sole responsibility to obtain the invoices relating to the charges contemplated in this clause 6 and to ensure that the information thereon is correct in all respects. The Lessee's responsibility to pay the amounts contemplated in this clause 6 is not conditional upon the Lessee's receipt of the invoice.



- 6.5 The Lessee shall adhere to such directives as may be issued by the Lessor from time to time in relation to these charges and the accounts to which such charges relate (including the opening and management of such accounts).

## 7 ALTERATIONS

- 7.1 The Lessee may not make, or permit to be made, any Alterations to the Property (save as contemplated in clause 7.3 below) except with the prior Written consent of the Lessor which consent may be granted or withheld in its sole and absolute discretion. The Lessor may nominate the Residents Association to attend to the review and granting or refusal of any such request for the Lessor's approval.
- 7.2 The Lessee shall at its own expense obtain all approvals of plans, planning and other permissions and anything necessary before carrying out any Alterations permitted under this Lease Agreement.
- 7.3 The Lessee may make internal non-structural Alterations to the unit which it leases in terms of this Lease Agreement.
- 7.4 At the end of the Lease Term the Lessee shall not remove any Alterations unless the Lessor instructs the Lessee in Writing to attend to such removal.
- 7.5 The Lessee waives all and any claims against the Lessor, including its successor in title, for compensation in respect of the Property and/or any Alterations to the Property, irrespective of whether or not such Alterations are of a useful or necessary nature and irrespective of whether or not such alterations were approved by either the Lessor or the Residents Association (pursuant to the provisions of clause 7.1 above), as the case may be.

## 8 EXTENSION OF THE LEASE TERM

- 8.1 Subject to clause 8.2 below, the Lease Term may be extended for a period equal to the period required to reinstate the Lease Term to 99 (ninety nine) years.
- 8.2 The Lease Term -
- 8.2.1 shall (subject to clauses 9.4.1 and 9.4.2 below) be extended if the Leasehold Title is disposed of by the Lessee (or by the Mortgage Financer pursuant to a Forced Disposal) or pursuant to a sale on insolvency; and
- 8.2.2 is capable of being extended by the Lessee at its cost any time during the Lease Term; provided that -
- 8.2.2.1 the Lessee is not in default of any of its obligations under this Lease Agreement;
- 8.2.2.2 the Residents Association furnishes the Lessor with proof to its reasonable satisfaction that the Lessee has paid or made provision for the payment of all the charges due by the Lessee -
- 8.2.2.2.1 to the Residents Association in terms of this Lease Agreement and/or the Rules and/or the founding documents of the Residents Association; and
- 8.2.2.2.2 in terms of clause 6 above; and
- 8.2.2.3 the Lessee has delivered to the Lessor's attorneys security to the reasonable satisfaction of the Lessor for the payment of the Extension Consideration against the Registration of a notarial deed of extension of the Lease Term.
- 8.3 Provided that the provisions of clauses 8.2.2 above have been satisfied, the Lessor shall sign such documentation as may be required for the registration of the notarial deed of extension of the Lease Term. The extension of the Lease Term shall be effective from date of Registration of the notarial deed of extension of lease term contemplated in clauses 8.2.2.3 above and 9.1.4 below (as the case may be).
- 8.4 Notwithstanding anything to the contrary herein contained, any extension of the Lease Term is subject to and conditional upon the fulfilment by the Lessee of the conditions set out in clauses 8.2 and 9; provided that payment of the Extension Consideration shall not be required where this Lease Agreement expressly provides that no Extension Consideration is payable.
- 8.5 The Lessee shall appoint attorneys nominated by the Lessor to attend to the Registration of a notarial deed of extension of lease term.

## 9 DISPOSAL OF LEASEHOLD TITLE

- 9.1 The Lessee (and its successor in title) shall at any time during the Lease Term be entitled to dispose of the Leasehold Title to a *bona fide* third party purchaser ("**Third Party**") provided that -
- 9.1.1 the Lessee is not in default of any of its obligations under this Lease Agreement;
- 9.1.2 the Residents Association furnishes the Lessor with proof to its reasonable satisfaction that the Lessee has paid or made provision for the payment of all the charges due by the Lessee -

- 9.1.2.1 to the Residents Association in terms of this Lease Agreement and/or the Rules and/or the founding documents of the Residents Association, including the LSF Contribution; and
- 9.1.2.2 in terms of clause 6 above, to the relevant entities entitled to such payment;
- 9.1.3 the Third Party has consented in Writing to be a member of the Residents Association and is liable for the charges levied by the Residents Association in terms of this Lease Agreement, the founding documents of the Residents Association and the Rules;
- 9.1.4 subject to clause 9.9 below, an estate agent duly appointed to the panel contemplated in clause 9.7 below assisted the Lessee in the disposal of its Leasehold Title; and
- 9.1.5 the Lessee has delivered to the Lessor's attorneys security to the reasonable satisfaction of the Lessor for the payment of the Extension Consideration and the LSF Contribution against the registration of a notarial deed of extension of the Lease Term.
- 9.2 If the Lessee has complied or procured compliance with clauses 9.1.1 to 9.1.5 above, the Lessor shall sign the notarial deed of extension of the Lease Term in terms whereof the Lessor consents to the extension of the Lease Term and the assignment of this Lease Agreement by the Lessee to the Third Party, together with all such documents as the Lessor's attorneys require for this purpose. With effect from the date of Registration of the notarial deed of cession and assignment, the Lessee (as cedent) shall have no further obligation to the Lessor and the Third Party (as cessionary) shall be the registered holder of the Leasehold Title subject to the terms of this Lease Agreement.
- 9.3 Notwithstanding that the Residents Association has confirmed to the Lessor in terms of clause 9.1.2 that the Lessee has paid or secured in full all charges due by the Lessee up to the date of Registration of the notarial deed of cession and assignment in the name of the Third Party and notwithstanding signature by the Lessor of the notarial deed of extension of lease term, if at any time thereafter it is established that there are further amounts owing by the Lessee in terms of this Lease Agreement for the period prior to Registration of the notarial deed of cession and assignment, the Lessee shall be liable for the payment of such further amounts, which amounts shall be payable upon demand.
- 9.4 The Parties record that no Extension Consideration shall be payable if –
- 9.4.1 the Leasehold Title of the Lessee are to be transferred to the spouse of such Lessee in terms of an order of court in divorce proceedings, in which case the Lease Term shall not be extended pursuant to clause 8.2.1 above; or
- 9.4.2 the Leasehold Title is disposed of pursuant to a testamentary bequest to a testamentary heir (to which a transfer duty exemption receipt would have been issued had the executor of the Lessee's estate been disposing of land as opposed to a leasehold title) or by virtue of intestate succession in which case the Lease Term shall not be extended pursuant to clause 8.2.1 above.
- 9.5 A Deemed Disposal and Forced Disposal shall be subject to the provisions of clauses 9.1.1 to 9.1.3 and 9.1.5 above and a Distressed Disposal shall be subject to the provisions of clauses 9.1.1 to 9.1.5.
- 9.6 A Deemed Disposal, a Forced Disposal and a Distressed Disposal shall each constitute a disposal of the Leasehold Title.
- 9.7 The Lessor, or its nominee, shall be entitled to appoint a panel of estate agents (subject to such terms and conditions as it may determine in its sole and absolute discretion) from which the Lessee (or its successors in title) shall, subject to clause 9.9 below, be obliged to select an estate agent to attend to the disposal of the Leasehold Title. This clause 9.7 shall not apply in the instance of a Forced Disposal or a disposal pursuant to insolvency.
- 9.8 The Lessor shall procure that the estate agents commission, payable by the Lessee to the relevant estate agent, shall not exceed 5% (five percent) plus VAT thereon of the disposal consideration. This clause 9.8 shall not apply in the instance of a Forced Disposal or a disposal pursuant to insolvency.
- 9.9 The Parties record that clauses 9.1.4, 9.7 and 9.8 above do not apply to a private disposal of the Leasehold Title by the Lessee, without appointment of an estate agent.
- 9.10 The Lessee shall appoint attorneys nominated by the Lessor to attend to the Registration of a notarial deed of extension of lease term and the notarial deed of cession and assignment, unless otherwise agreed between the Parties.
- 10 REQUIREMENTS OF THE LESSOR**
- 10.1 The Lessor specifically requires that the Lessee confirms its tenancy on the expiry of each consecutive period of 36 (thirty-six) months, the first of which periods shall commence on the Effective Date, throughout the currency of the Lease Term in question. Accordingly -

- 10.1.1 the Lessee shall upon the expiry of each 36 (thirty-six) months during the currency of this Lease Term (including any period by which the Lease Term is extended) address a Written notice to the Lessor confirming the Lessee's tenancy as aforesaid. Should the Lessee fail to address such written notice to the Lessor within 30 (thirty) days after the expiry of each such 36 (thirty-six) month period, the Lessor shall be entitled to request the Lessee in Writing to provide such confirmation.
- 10.1.2 the Lessee shall be deemed to have confirmed its tenancy unless the Lessee within 30 (thirty) days after the receipt by the Lessee of the Lessor's written request states in Writing that it does not confirm its tenancy. Only if the Lessee states in Writing that it does not confirm its tenancy the Lessor shall be entitled, but not obliged, to cancel this Lease Agreement forthwith subject however to clause 18 below.
- 10.2 It is an overriding principle of this clause 10 that the Lessor shall not be entitled to cancel this Lease Agreement in accordance with the provisions of clause 10.1.2 above unless the Lessee has in Writing stated that it does not confirm its tenancy as aforesaid.
- 10.3 The Lessee shall have no obligation to pay any Extension Consideration in respect of the confirmation of tenancy as set out in this clause 10.
- 10.4 The Lessee shall not carry on or allow to be carried on or about the Property any business which sells or distributes liquor or potable alcohol as its primary business or which carries on as its primary business any form of gaming or lottery, or any form of escort agency, strip shows, night clubs, or entertainment of a similar nature and shall use its best endeavours to use the Property and allow the Property to be used in a manner which is not offensive to the Lessor as set out in this clause 10.4.

## 11 USE OF THE PROPERTY

- 11.1 The Lessee will not use the Property or permit the same to be used for any illegal or improper purposes or in any manner which creates an unlawful nuisance or disturbance to other persons.
- 11.2 The Lessee shall at all times observe (and are obliged to fully acquaint themselves with) –
- 11.2.1 the provisions of every law applicable to the Property including but not limited to the use and Alteration thereof; and
- 11.2.2 the Rules and founding documents of the Residents Association.
- 11.3 The Property shall be used in accordance with its approved zoning.
- 11.4 The Lessee and its sub-tenants (if applicable) shall not be entitled to install, or allow to be installed, on the Property any communication towers, antennae, microwave dishes and cell phone masts (and/or other communications infrastructure of whatever nature) without the prior written consent of the Lessor. The Lessee or its sub-tenants (if applicable) shall be responsible, at its own cost, for the installation, running, upkeep and maintenance of their own communication towers, devices and infrastructure to the extent that the Lessor has granted permission for the erection thereof.
- 11.5 The Lessee may appoint a security services provider in respect of the Property provided that such security services provider shall co-ordinate its activities on the Property with the other security services providers appointed in respect of the Farm Waterfall.
- 11.6 The Lessee shall ensure that the Property is not occupied by any person who is not authorised to do so and shall specifically ensure that there is no illegal "squatting" on the Property.

## 12 SPECIAL CONDITIONS

- 12.1 The Lessee shall at all times during the Lease Term maintain the Property in a neat and tidy condition and at least to the minimum standards determined from time to time by the Residents Association.
- 12.2 The Lessor (or their duly authorized representatives) shall at all reasonable times be entitled to access to the Property for purposes of effecting any maintenance and repairs to the Property should it desire to do so and to confirm compliance with the provisions of this Lease Agreement and the Rules.
- 12.3 The Parties record that the Developer has caused the Residents Association to be created.
- 12.4 The Lessee acknowledges –
- 12.4.1 that he/she is aware of and understands all the Rules and will comply with such Rules and which Rules are available at the Residents Association's offices from time to time (which Rules are deemed to be incorporated in each Lease Agreement);
- 12.4.2 the Lessee shall not allow any other occupant, visitor or invitee to the Property to perform any act or omit to perform any act which constitutes a contravention of the Rules; and
- 12.4.3 that the occupation of a Property will be limited to such prescribed number of persons as may be determined by the Residents Association in terms of the Rules.

### 13 POSSESSION AND OCCUPATION

- 13.1 Possession and occupation of the Property shall be given to and taken by the Lessee on the Effective Date from which date the Lessee shall be entitled to every benefit and income arising from the Property and from which date the Property shall be held by the Lessee at its risk and expense.
- 13.2 The Lessee will not use the Property or permit the Property to be used for any illegal or improper purposes or in any manner which creates an unlawful nuisance or disturbance to other persons.
- 13.3 The Lessee shall at all times observe (and is obliged to acquaint itself with) the conditions of title and servitudes applicable to the land on which the Development is located and the provisions of every law applicable thereto.

### 14 INSURANCE

- 14.1 The Residents Association shall, insure the Property against fire, damage, destruction and such other peril/s as are normal in the case of such asset under a comprehensive policy of insurance with an insurer nominated by the Lessor for the full replacement value thereof (as determined by the Mortgage Financier, if applicable). The Residents Association shall recover the cost of the insurance premiums referred to in this clause 14.1 from the Lessee in proportion to its participation quota. The Lessee shall be obliged to pay its pro rata share of such insurance premiums, which insurance premiums shall be included in the levies payable by the Lessee to the Residents Association.
- 14.2 The insurance policy or policies referred to in clauses 14.1 above shall be –
- 14.2.1 maintained for the Lease Term;
- 14.2.2 for the respective rights and interests of the Lessor, the Residents Association and the Lessee;
- 14.2.3 in respect of such insurable risks as may reasonably be required by the Lessor from time to time;
- 14.2.4 with a reputable insurer of suitable financial standing; and
- 14.2.5 on such further terms and conditions as may reasonably be required by the Lessor from time to time.
- 14.3 The Lessee shall, or shall procure that the Residents Association, at the request of the Lessor, deliver to the Lessor a copy of every policy of insurance taken out in terms of this clause 14.
- 14.4 The Lessee shall procure that, irrespective of whether it has procured consent to effect Alterations in accordance with clause 7 above, that each of its professional advisors enters into and maintains adequate professional indemnity insurance in respect of the due and proper execution of their respective professional mandates relating to the design, construction and completion of any Alterations.
- 14.5 The Lessee shall strictly comply with the terms of every policy of insurance taken out in terms of this Lease and shall ensure that all of its contractors, subcontractors, employees, agents and tenants do so as well.

### 15 RESIDENTS ASSOCIATION

- 15.1 The Lessee shall, subject to having furnished its prior written consent in the form prescribed by the Residents Association, from the Effective Date become a member of the Residents Association and shall continue to be a member of the Residents Association for as long as the Lessee is the registered holder of the Leasehold Title.
- 15.2 The Lessee shall on presentation of an invoice by the Residents Association pay to the Residents Association such amounts as may be due in terms of this Lease Agreement, the Rules and/or the founding documents of the Residents Association.
- 15.3 The Lessee shall adhere to the founding documents of the Residents Association and the Rules.
- 15.4 The Lessee's obligation in terms of clause 15.2 is not conditional upon its membership of the Residents Association.

### 16 STIPULATION FOR THE BENEFIT OF THE MORTGAGE FINANCIER

- 16.1 The terms and conditions (and specifically this clause 16) in this Lease Agreement that confer rights or benefits in favour of Mortgage Financiers are in the nature of a *stipulatio alteri*. The registration of the Mortgage Bond by a Mortgage Financier shall be deemed to be acceptance by the Mortgage Financier of such rights. In addition, the benefits of the *stipulatio alteri* may be accepted by a Mortgage Financier in writing in such other lawful manner as the Mortgage Financier determines.
- 16.2 This clause 16 -
- 16.2.1 is separate and severable from the remainder of this Lease Agreement;
- 16.2.2 does not confer any benefits on the Lessee; and

- 16.2.3 shall, notwithstanding the termination of this Lease Agreement, be and remain of full force and effect between the Lessor and the Mortgage Financier.
- 16.3 If the Lessee defaults under a Mortgage Finance Agreement and/or Mortgage Bond, and after the Lessee has failed to remedy such default, the Mortgage Financier shall notify the Lessor in Writing of such default and of the Mortgage Financier's intention to realise its security held under the Mortgage Bond.
- 16.4 The Mortgage Financier shall have an unfettered right to recover against the Lessee the indebtedness of the Lessee to the Mortgage Financier secured by the Mortgage Bond.
- 16.5 Notwithstanding anything to the contrary in this Lease Agreement, in the event that the Leasehold Title is disposed of pursuant to a Forced Disposal and/or Distressed Disposal, whether by private treaty or public auction, the Mortgage Financier shall to the extent that the proceeds of such disposal ("Disposal Proceeds") are -
- 16.5.1 sufficient to defray the indebtedness of the Lessee to the Mortgage Financier (including the costs of the Forced Disposal and/or Distressed Disposal, the amounts due by the Lessee in terms of clause 6 above and the amounts due to the Residents Association); and if
- 16.5.2 sufficient to settle the Extension Consideration calculated on such Disposal Proceeds, pay to the Lessor the Extension Consideration; or
- 16.5.3 insufficient to settle the Extension Consideration, pay to the Lessor the greater of -
- 16.5.3.1 the balance of the Disposal Proceeds after deduction of the indebtedness and the costs envisaged in clause 16.5.1 above; and
- 16.5.3.2 an amount equal to R1 000 (one thousand rand) escalated from 1 January 2011 to the date of the disposal at a rate equal to the CPI Increase, plus VAT thereon;
- 16.5.4 insufficient to defray the indebtedness of the Lessee to the Mortgage Financier (including the costs of the Forced Disposal and/or Distressed Disposal, the amounts due by the Lessee in terms of clause 6 above and the amounts due to the Residents Association), pay to the Lessor an amount equal to R1 000 (one thousand rand) escalated from 1 January 2011 to the date of the disposal at a rate equal to the CPI Increase, plus VAT thereon.
- 16.6 In the instance of a Forced Disposal or Distressed Disposal, the party acquiring the rights under the Leasehold Title shall be obliged to pay to the Lessor's attorneys such reasonable costs as may be levied by the Lessor's attorneys for the preparation and execution of the relevant documents required to Register the cession and assignment of the Leasehold Title and the Lessee shall be obliged to pay to the Lessor's attorneys such reasonable costs as may be levied by the Lessor's attorneys for the preparation and execution of the relevant documents required to Register the notarial deed of extension of Lease Term.
- 16.7 The Lessor shall have no obligation or liability of whatsoever nature to the Lessee that arises at any time, directly or indirectly, as a result of the exercise by a Mortgage Financier of the benefits of the *stipulatio alteri* or of its Leasehold Title in terms of a Mortgage Finance Agreement and/or Mortgage Bond.
- 16.8 If -
- 16.8.1 the Lessee defaults on any of its material obligations in terms of this Lease Agreement, the Lessor shall give notice to the Mortgage Financier of such default and of the Lessee's failure to remedy such default or the Lessee's remedy of the breach, as the case may be; or
- 16.8.2 the Lessor receives a notice from a Lessee in terms whereof the Lessee purports to cancel this Lease Agreement or alleges that this Lease Agreement has terminated for whatever reason, the Lessor shall deliver to the Mortgage Financier a copy of such notice.
- 16.9 For the duration of any Mortgage Bond, the Lessor and the Lessee shall not enter into any agreement as contemplated in clause 27.3 below without the prior Written consent of the Mortgage Financier.
- 16.10 Notwithstanding anything to the contrary contained in this Lease Agreement and for as long as the Lessee has any indebtedness to a Mortgage Financier secured by a Mortgage Bond, the Lessee shall not be entitled to cancel or assign this Lease Agreement for any reason whatsoever unless the prior Written consent of the Mortgage Financier concerned to such cancellation is obtained, which consent shall not be unreasonably withheld or delayed. Any purported cancellation without the Written consent of the Mortgage Financier will be invalid and will not give rise to the cancellation of this Lease Agreement. To the extent that the Lease Agreement is subject to the Consumer Protection Act, 2008 (as amended) ("the "CPA") and if the Lessee gives notice to the Lessor of cancellation of the Lease Agreement in terms of the CPA –
- 16.10.1 the Lessee shall vacate the Property on the expiry of the notice period contemplated in the relevant provision of the CPA;

- 16.10.2 the Lessor shall, as soon as reasonably possible after receipt of the termination notice, give Written notice to the Mortgage Financier of the Lessee's purported cancellation of this Lease Agreement and which notice shall set out the Mortgage Financier's Title in terms of clause 16.10.3 below;
- 16.10.3 the Mortgage Financier shall have the option to acquire the Leasehold Title for an amount equal to the Fair Value of such Leasehold Title. The option contemplated in this clause 16.10.3 shall be exercised in Writing and delivered to the Lessor within 20 (twenty) Business Days of the date of the notice under 16.10.2 above. If the value of the Leasehold Title is determined to be less than the Lessee's indebtedness to the Mortgage Financier, then such acquisition shall be treated as if it is a Distressed Disposal;
- 16.10.4 if the Mortgage Financier has not exercised the option in 16.10.3 above, the Lessor shall proceed to dispose of the Leasehold Title to a third party by public auction and the proceeds of such disposal shall be distributed mutatis mutandis as contemplated in respect of a Forced Disposal in clause 19.6 below; and
- 16.10.5 pending the disposal of the Leasehold Title in terms of clause 16.10.4 above, the Lessor shall not grant any Leasehold Title to any person other than the Mortgage Financier.

## 17 EXPROPRIATION

Subject to any applicable law, in the event of expropriation by a competent authority of -

- 17.1 the Property subject to the Leasehold Title, the expropriation compensation shall be paid to the Lessor; or
- 17.2 the Leasehold Title, the expropriation compensation shall be utilised to defray the outstanding obligation of the Lessee in terms of any existing Mortgage Finance Agreement and/or Mortgage Bond, and the balance of the expropriation compensation shall then be applied to the Lessee's indebtedness to the Lessor, to the Residents Association and any other entity in terms of this Lease Agreement and lastly any remaining surplus shall be paid to the Lessee.

## 18 RESTRICTION AGAINST CANCELLATION

- 18.1 Notwithstanding anything to the contrary contained in this Lease Agreement (but subject to clause 18.3 below) and/or implied by law, the Lessor shall only be entitled to cancel this Lease Agreement by reason of a breach or default by the Lessee if -
- 18.1.1 the breach or default is material, and goes to the root of this Lease Agreement; and
- 18.1.2 the breach or default is not capable of being remedied, or of being compensated for by a monetary payment; or
- 18.1.3 the breach or default is capable of being remedied, or of being compensated for by a monetary payment and is -
- 18.1.3.1 not remedied within 30 (thirty) days (or if the breach or default is not capable of being remedied within 30 (thirty) days, within such longer period as the Lessee may prove to be reasonable in the circumstances) after award of a Final Order in respect thereof against the Lessee; or
- 18.1.3.2 not compensated for by a monetary payment to the Lessor within 30 (thirty) days after award of a Final Order in respect thereof against the Lessee; and
- 18.1.4 the Mortgage Financier has given its Written consent to the cancellation of this Lease Agreement to the extent required in terms of clause 16.10 above which consent shall not be unreasonably withheld or delayed.
- 18.2 For purposes of 18.1.3.1 and 18.1.3.2 above "Final Order" shall mean a court order in respect of which all available steps of appeal, review and rescission have been exhausted.
- 18.3 For purposes of this clause 18 a breach or default shall be material if the -
- 18.3.1 Lessee -
- 18.3.1.1 defaults on its obligations in terms of clauses 10.4, 14 or 15.2 of these Standard Terms and Conditions; or
- 18.3.1.2 Lessee breaches or defaults on the obligation to pay any charges contemplated in clause 6 above and/or a sum of money to the Lessor and the amount thereof exceeds R10 000.00 (ten thousand rand), which amount shall escalate from 1 January 2018 to the date of the breach at a rate equal to the CPI Increase; or
- 18.3.2 Lessor receives a summons for the payment to the local authority of an amount due by the Lessee in respect of the Property (or the Leasehold Title) in terms of this Lease Agreement, and the Lessee has failed to effect payment forthwith on demand.

## 19 BREACH

- 19.1 If the Lessee breaches any term of this Lease Agreement the Lessee shall be given notice of such breach and be afforded 30 (thirty) days to remedy such breach; provided if the Lessee commits the material breach contemplated in clause 18.3 above, the Lessee shall be afforded 5 (five) business days within which to settle all amounts due to the local authority concerned.
- 19.2 Subject to clause 18 above, if the Lessee fails to remedy a breach of this Lease Agreement after notice requiring the Lessee to remedy such breach has been given by the Lessor to the Lessee, the Lessor shall (without prejudice to any other right which it may have at law or in terms hereof) be entitled but not obliged, notwithstanding any previous waiver or anything to the contrary herein contained -
- 19.2.1 to cancel this Lease Agreement forthwith and retake possession of the Property, without prejudice to its claims for any sums payable hereunder or for any damages which it may suffer by reason of such breach and/or cancellation, or
- 19.2.2 to any other remedy which it may have against the Lessee arising out of this Lease Agreement or in law.
- 19.3 If the Lessor cancels this Lease Agreement and the Lessee disputes the right to cancel and remains in occupation of the Property, the Lessee shall, pending the determination of such dispute by litigation or otherwise, continue to pay the monthly sums payable in terms of this Lease Agreement, the Rules or the founding documents of the Residents Association on the date or dates on which such other sums would have been due but for the cancellation, and the Lessor and/or the Residents Association shall be entitled to accept and recover such payments and the acceptance thereof shall be without prejudice to and shall not in any way whatsoever affect the Lessor's cancellation then in dispute. If the dispute is determined in favour of the Lessor, the payments made and received in terms of this clause shall be deemed to be amounts paid by the Lessee on account of damages suffered by the Lessor by reason of the cancellation of this Lease Agreement and the unlawful occupation of the Property by the Lessee.
- 19.4 If this Lease Agreement is cancelled pursuant to clause 19.2 above the Lessor shall by public auction or private treaty offer the Property to be leased on the same terms and conditions mutatis mutandis (except for rental which shall be the lump sum rental bid) as are herein contained.
- 19.5 The Lessor shall be entitled to set a reserve in respect of the lump sum rental payable in terms of any new lease concluded pursuant to 19.4 above, which reserve shall equal or exceed the amount due by the Lessee to the Lessor, the Residents Association and any other entity contemplated in clause 6 above. The Lessor shall give Written notice to the Mortgage Financier of such reserve price and reasonable notice of any auction date.
- 19.6 If the Leasehold Title are sold pursuant to a default by the Lessee in terms of this Lease Agreement or the Mortgage Finance Agreement and/or the Mortgage Bond, the proceeds of such sale shall subject to the provisions of any applicable law be applied (in the order stated below) in respect of the amounts due -
- 19.6.1 in respect of the costs of such sale;
- 19.6.2 by the Lessee -
- 19.6.2.1 in terms of clause 6 above;
- 19.6.2.2 to the Mortgage Financier (subject to clause 16.5 above) in terms of a Mortgage Finance Agreement and/or Mortgage Bond;
- 19.6.2.3 to the Lessor in terms of this Lease Agreement;
- 19.6.2.4 to the Residents Association in terms of this Lease Agreement, the Rules and the founding documents of the Residents Association; and
- 19.6.2.5 to the Lessor in an amount equal to the Extension Consideration; and
- 19.6.3 in respect of the costs incurred by the Lessor in respect of the Property from the date of the cancellation of this Lease Agreement to the date of the disposal in terms of this clause 19.6.
- 19.7 Any surplus proceeds of the sale contemplated in clause 19.4, which may remain after payment of the charges contemplated in clause 19.6 above, shall be paid by the Lessor to the Lessee.
- 19.8 The Lessee waives any and all claims which it may have or acquire in the future against the Lessor in respect of anything done by the Lessor in good faith pursuant to this clause 19.
- 19.9 If the Lessor instructs its attorneys to take steps to enforce any of its rights in terms of this Lease Agreement by reason of any breach by the Lessee, the Lessee shall pay to the Lessor on demand all collection charges and legal costs, including attorney and client charges (as between attorney and own client), incurred by the Lessor as a result thereof, whether or not legal proceedings have been instituted.

## 20 WARRANTIES

- 20.1 The Lessor gives no warranties whether express or implied with regard to the Property, the Property being leased by the Lessee "voetstoots". In particular, and without limiting the generality of the foregoing -
- 20.1.1 the Lessor does not warrant that the Property is fit for any intended and/or particular purpose; and
- 20.1.2 the Property was or is to be constructed and marketed by the Developer for its own account and the Lessor is not liable to the Lessee for any breach by the Developer or the Residents Association of their respective obligations to the Lessee.
- 20.2 The Lessor warrants that -
- 20.2.1 it is the lawful owner of the Property;
- 20.2.2 it is lawfully entitled to enter into and give effect to this Lease Agreement; and
- 20.2.3 it will not during the Lease Term, encumber the Property by mortgage bond or otherwise.
- 20.3 The Property is leased by the Lessor to the Lessee in accordance with the lease or other diagram as finally approved by the Surveyor General at Pretoria. Neither the Lessee nor the Lessor will have any claim against the other arising from any discrepancy between such diagram as finally approved and any dimension stated in this Lease Agreement.

## 21 LIMITATION OF LIABILITY

- 21.1.1 None of the Lessor nor any of the Lessor's directors, agents or employees or any other person for whom the Lessor may be vicariously liable at law shall be liable to the Lessee and/or any occupant of the Property or their respective visitors and invitees for -
- 21.1.2 any loss or damage which may be suffered by the Lessee and/or any of its invitees on or about the Property or elsewhere on the Development; and/or
- 21.1.3 anything done or omitted to be done by the Developer, the Residents Association, the Lessor or any of the Lessor's directors, agents or employees or any other person for whom the Lessor may be vicariously liable at law on or about, or in relation to, the Property or elsewhere on the Development; and/or
- 21.1.4 anything done or omitted to be done on or about the Property or elsewhere on the Development by any other lessee or invitee of a lessee or other person; and/or
- 21.1.5 the use of any common areas, exclusive use areas or facilities forming part of the Development.
- 21.2 The Lessee will give the Lessor (or any of the Lessor's directors, agents or employees or any other person for whom the Lessor may be vicariously liable at law) every reasonable assistance that may be required by them for purposes of opposing any such claim that may be brought or threatened against them.
- 21.3 The Lessee shall not be entitled to any claim for the cancellation of this Lease Agreement and/or for damages and/or the remission of any amounts payable by the Lessee under this Lease Agreement or to withhold the payment of any such amounts by reason of the Development, the Property or any infrastructure or other facilities servicing the Property falling into a state of disrepair or by reason of any interruption of any services (including, the supply of electricity and/or water) to the Property or any other portion of the Development.
- 21.4 The Lessee hereby indemnifies, and waives all claims against, the Lessor (or any of the Lessor's directors, agents or employees or any other person for whom the Lessor may be vicariously liable at law) for any damage suffered by the Lessee and/or any occupant of the Property or their respective visitors and invitees for pursuant to a defect in the Property or any other part of the Development (including the infrastructure supporting such development and/or any common facilities forming part thereof) or any Alterations, whether or not such defect is due to the defective construction thereof.
- 21.5 The Lessee waives all claims which it may in the future acquire against the Lessor relating to the maintenance and repair of the Property or the other part of the Development. Without limiting the generality of the foregoing, it is expressly provided that the sole obligation of the Lessor in terms of this Lease Agreement is to allow the Lessee the use and enjoyment of the Property for the duration of this Lease Agreement and to give effect to the warranties contained in clause 20. This clause shall not be construed as limiting the rights of the Lessee against the Developer arising from defects.

## 22 DAMAGE AND/OR DESTRUCTION

- 22.1 If during the Lease Term the Property or any other structural improvements forming part of the Property are damaged or destroyed -
- 22.1.1 this Lease Agreement shall not terminate; and
- 22.1.2 the Lessee shall notwithstanding such damage or destruction be and remain liable for the payment of all amounts payable by it in terms of or pursuant to this Lease Agreement; and



- 22.1.3 the Lessee shall not be entitled to an abatement of any amounts payable by it under this Lease Agreement for any period in respect of which it may be deprived of the beneficial use and occupation of such improvements and/or the Property; and
- 22.1.4 the relevant improvements shall be repaired or rebuilt by the Residents Association with all due diligence and as expeditiously as is reasonably possible in the circumstances.

## 23 RESTRICTION AGAINST OBJECTIONS

The Lessee undertakes that it will not object to any application by the Lessor or an entity which Controls the Lessor, or is controlled by the Lessor and/or any third party to any governmental or other authority relating to or in connection with any development to take place on the Farm Waterfall.

## 24 NOTICES AND DOMICILIA

- 24.1 The Parties choose as their *domicilia citandi et executandi* their respective addresses set out in this clause for all purposes arising out of or in connection with this Lease Agreement at which addresses all processes and notices arising out of or in connection with this Lease Agreement, its breach or termination may validly be served upon or delivered to the Parties.
- 24.2 For purposes of this Lease Agreement the Parties' respective addresses shall be -
- 24.2.1 The Lessor at the Ad Outpost Building, Woodmead North Office Park, 54 Maxwell Drive, Jukskei View, Sandton, 2191 with a copy to: The Property Department Head, the Lessor's attorneys at its registered address, facsimile number; the general facsimile number of such firm as displayed on its letterhead;
- 24.2.2 The Lessee at the Property and such electronic email address as provided by the Lessee to the Lessor and/or the Residents Association from time to time; and
- 24.2.3 The Mortgage Financier at its Head Office: Home Loans Division (from time to time) and marked for the attention of the Manager: Home Loans Division, facsimile number: the facsimile number of the Home Loans Division of the Mortgage Financier (from time to time),

or at such other address in the Republic of South Africa of which the Party concerned may notify the other Party in Writing; provided that no street address mentioned or contemplated in this sub-clause shall be changed to a post office box or *poste restante*.

- 24.3 Any notice given in terms of this Lease Agreement shall be in Writing and shall -
- 24.3.1 if delivered by hand be deemed to have been duly received by the addressee on the date of delivery;
- 24.3.2 if transmitted by facsimile or electronic mail be deemed to have been received by the addressee on the day following the date of dispatch or transmission,
- as the case may be unless the contrary is proved.
- 24.4 Notwithstanding anything to the contrary contained or implied in this Lease Agreement, a written notice or communication actually received by one of the Parties from the other including by way of facsimile transmission and electronic mail shall be adequate written notice or communication to such Party.

## 25 RELAXATION

No latitude, extension of time or other indulgence which may be given or allowed by any Party to the other Party in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any Party arising from this Lease Agreement, and no single or partial exercise of any right by any Party under this Lease Agreement, shall in any circumstances be construed to be an implied consent or election by such Party or operate as a waiver or a novation of or otherwise affect any of the Party's Title in terms of or arising from this Lease Agreement or estop or preclude any such Party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

## 26 SEVERABILITY

Each and every provision of this Lease Agreement (excluding only those provisions which are essential at law for a valid and binding agreement to be constituted) shall be deemed to be separate and severable from the remaining provisions of this Lease Agreement. If any of the provisions of this Lease Agreement (excluding only those provisions which are essential at law for a valid and binding agreement to be constituted) is found by any court of competent jurisdiction to be invalid and/or unenforceable then, notwithstanding such invalidity and/or unenforceability, the remaining provisions of this Lease Agreement shall be and remain of full force and effect.

## 27 WHOLE AGREEMENT AND VARIATION

- 27.1 This Lease Agreement constitutes the whole agreement between the Parties as to the subject matter hereof and no agreements, representations or warranties between the Parties regarding the subject matter hereof other than those set out herein are binding on the Parties.

- 27.2 On the date of notarial execution of this Lease Agreement, the Initial Agreement shall be cancelled; provided that any amounts paid by the Lessee pursuant to the Initial Agreement shall be retained by the Lessor as payment in terms of this Lease Agreement.
- 27.3 No addition to or variation, consensual cancellation or novation of this Lease Agreement and no waiver of any right arising from this Lease Agreement or its breach or termination shall be of any force or effect unless reduced to Writing and signed by the Parties or their duly authorised representatives, and consented thereto in Writing by the Mortgage Financier.
- 27.4 An agreement to vary the terms of this Lease Agreement shall have no effect *vis a vis* third parties unless notarially executed and registered against this Lease Agreement.
- 27.5 The expiration, cancellation or other termination of this Lease Agreement shall not affect those provisions of this Lease Agreement as expressly provide that they will operate after such expiration, cancellation or other termination or which of necessity must continue to endure, inter alia clauses 7.5 and 16.7 above, after such expiration, cancellation or other termination, notwithstanding that the relevant clause may not expressly provide for such continuation.
- 27.6 This Lease Agreement will also be for the benefit of and be binding upon the successors in title and permitted assigns of the Parties.

## 28 **NEW LAWS AND INABILITY TO PERFORM**

- 28.1 If any law comes into operation subsequent to the Effective Date of this Lease Agreement which law affects any aspect or matter or issue contained in this Lease Agreement, the Parties undertake to enter into negotiations in good faith regarding a variation of this Lease Agreement in order to ensure that neither this Lease Agreement nor its implementation constitutes a contravention of such law. No such variation agreement shall be effective unless consented thereto in Writing by the Mortgage Financier.
- 28.2 If the Lessor is prevented from performing any of its obligations in terms of this Lease Agreement as a result of any existing or new law or as a result of any event beyond its reasonable control whether or not foreseeable, including war, political intervention, riot or insurrection, it shall not be liable for any failure to perform its obligations under this Lease Agreement while such event persists.
- 28.3 If the Lease Agreement is cancelled by the Lessee in accordance with the provisions of the Consumer Protection No 68 of Act 2008 as contemplated in 16.10 then the Lessee will have no claim against the Lessor for repayment of the Lease Consideration (if applicable) or other amounts paid by the Lessee under this Lease Agreement and/or compensation for Alterations (if any) undertaken by the Lessee.
-