

OFFER TO LEASE

- i. This Offer to Lease (herein referred to as the 'Offer') includes the terms and conditions below together with the Offer Schedule and the Tex-Space Property Brochure (together referred to as the 'Attachments').
- ii. The Tenant (per the Offer Schedule) hereby sets out the terms and conditions upon which it is prepared to conclude a lease agreement with the Landlord (per the Offer Schedule).
- iii. The Tenant understands and accepts that signature of this Offer will constitute an irrevocable offer by the Tenant to the Landlord to enter into a lease on the terms and conditions in the Offer which may be accepted by the Landlord signing this Offer by no later than close of business five calendar days after the date of signature of this Offer by the Tenant.
- iv. Acceptance of the Offer shall be communicated by the Landlord to the Tenant at the email address indicated by the Tenant in the Offer Schedule whereupon a binding agreement of lease will come into operation.
- v. The Tenant shall provide the Landlord with the information and documents as set out in the Information Schedule within seven calendar days from being advised that the Offer has been accepted by the Landlord. Should the Tenant not do so then the Landlord shall be entitled to terminate the lease on written notice to the Tenant, and the Tenant shall have no claim of any kind against the Landlord for doing so.
- vi. Should the credit check on the Tenant not be acceptable to the Landlord in its sole discretion, then the Landlord shall be entitled to terminate the lease on written notice to the Tenant and the Tenant shall have no claim of any kind against the Landlord for doing so.

TERMS AND CONDITIONS OF THIS OFFER

1. THE PREMISES

The Premises are let as they stand, are hired "voetstoots" to the Tenant and in the condition in which they shall be as at the Commencement Date. The Tenant shall give the Landlord written notice within 7 (seven) days of the Commencement Date of this lease of any defects to the premises and/or the furniture and fittings, failing which the premises and the furniture and fittings shall be deemed to have been received by the Tenant in a good state of repair. The Landlord shall at its own cost remedy reasonable defects notified to it as aforesaid as soon as is reasonably possible.

The Tenant is responsible upon termination of this lease to restore, repair or re-instate the premises and furniture and fittings to the condition in which they were as at the commencement date of this Offer, fair wear and tear excepted. Should the Tenant fail to do so then the Landlord may deduct the costs of any repair from the deposit.

2. GROSS MONTHLY RENTAL AND PAYMENTS

The Tenant shall pay to the Landlord a Gross Monthly Rental (per the Offer Schedule) plus VAT (Value Added Tax) thereon. All amounts payable to the Landlord shall be paid into such account, or to such other person and/or place as the Landlord may from time to time nominate in writing.

Payment of all amounts shall be payable in advance, without demand, set-off or deduction, on a monthly basis on or before the first day of each calendar month of the Lease Period by means of a debit order authorisation or electronic fund transfer. Interest on any amounts unpaid by the date they fall due shall attract interest at Standard Bank's prime rate of interest plus 2% from due date until date of payment, both dates inclusive.

3. LEASE PERIOD

The Lease shall commence on the Commencement Date (per the Offer Schedule) and shall continue for the period of 1 (one) year. In the event that the Tenant takes occupation prior to the Commencement Date, then the

Tenant shall be liable for pro-rata Gross Monthly Rental for the period between the occupation date and the Commencement Date.

If the Landlord is unable to give the Tenant access to the Premises on the Commencement Date, the Tenant shall have no claim for damages, nor shall the Tenant have a right of cancellation without first having afforded the Landlord two calendar weeks-notice to remedy such breach and shall accept access on such later date on which the Premises are available. In the event of such a delay, the Landlord shall rebate to the Tenant an amount equal to the pro-rata Gross Monthly Rental for the period between the Commencement Date of the lease and day on which the Tenant was provide occupation by the Landlord.

4. RENEWAL

Subject to the Tenant complying with all its obligations, the Landlord is prepared to lease the Premises to the Tenant for one further period of 1 (one) year on the same terms and conditions as set out herein save that the Gross Monthly Rental shall increase by 8 (eight) percent at the start of the renewal period. The Tenant must exercise this option in writing to the Landlord by no later than 3 (three) months prior to the expiry of the lease. The Tenant can give three calendar months-notice to terminate this lease during the renewal period.

5. USAGE

The Premises may only be used for the normal office functions and for no other purpose whatsoever, save with the prior written consent of the Landlord. The Tenant will be responsible for obtaining any necessary consents, licenses and permits concerning usage and shall at its own cost comply with all requirements of the relevant authorities in connection with the conduct of its business in the Premises including Covid regulations.

6. LEASE SECURITY/DEPOSIT

The Tenant shall prior to taking occupation of the premises pay a cash deposit amounting to 150% (one and half times) of the Gross Monthly Rental (as per the Offer Schedule). Interest on the deposit shall accrue to the Tenant at Standard Bank's basic savings rate. Occupation of the premises may not be taken by the Tenant until the deposit and first month's rental has been paid to the Landlord. The Tenant shall have no right to a reduction in Gross Monthly Rental should occupation be withheld as a result of failure to pay the aforesaid deposit and/or rental timeously.

7. TENANT OBLIGATIONS

- 7.1 The Tenant shall comply with and not contravene or permit the contravention of all applicable laws, by-laws, and regulations, including the National Building Regulations and SABS Codes.
- 7.2 The Tenant shall be responsible for its own insurance (including contents, public liability, cyber, and other related insurance) in respect of the Premises and its property therein from Commencement date. The Tenant shall procure public liability insurance of no less than R5 (five million) rand and shall provide proof of this cover to the Landlord (see Information Schedule).
- 7.3 The Tenant shall maintain the premises including the electrical installation and all furniture and equipment provided by the Landlord in a good state of repair, fair wear and tear accepted, and shall be responsible to pay for any damage or loss incurred by the Landlord in respect of its ownership thereof. In this regard, the Landlord shall be entitled to deduct from the Tenant's deposit reasonable costs for repair and / or making good the premises, and repair and / or replacement of any of the furniture or equipment provided as part of the Premises.
- 7.4 The Tenant shall be responsible for its own insurance in respect of the Premises and its property therein from Commencement date.
- 7.5 The Tenant shall not cede or assign any of its rights or obligations arising out of this Offer to Lease to any other party. The Tenant may not sublet nor part with possession of the Premises without the Landlord's prior written consent.
- 7.6 The Tenant shall not use the electrical installation for any uses other than those directly connected to and part of normal commercial office usage, nor for fans or heaters. Non-compliance with this condition shall entitle the Landlord to levy a fine of R5000.00 excluding VAT for each event.

- 7.7 The Tenant shall not use the WIFI for any uses other than those directly connected to and part of normal commercial office usage. The downloading of videos, films and the like or for personal use is forbidden. Non-compliance with this condition shall entitle the Landlord to levy a fine of R5000.00 excluding VAT for each event.
- 7.8 The Tenant acknowledges that reasonable house rules are stipulated by the Landlord from time to time and agrees to abide by same.
- 7.9 Signage may only be erected with the prior written approval of the Landlord and must be kept in a proper working order and in a clean and orderly state.
- 7.10 The Tenant shall at its own cost maintain the interior of the premises in a good order and condition and state of repair and cleanliness as well as the external appearance of the premises in so far as entrance doors and signage (where applicable) are concerned.
- 7.11 No alterations and/or improvements may be made to the Premises without the Landlord's prior written consent. The Tenant shall not be entitled to compensation for any such alterations or improvements to the Premises and hereby waives any lien it may otherwise be entitled to by reason of any improvements it may affect to the Premises.
- 7.12 The Tenant will give the Landlord and its nominees access to the Premises at all reasonable times in the event that the Landlord so requires.

8. PARKING

Entry to parking areas will only be permitted by the use of a remote/access control, or subject to other measures which the Landlord may institute in order to control access and usage of parking areas. The Tenant agrees to comply with such measures.

The Landlord does not accept or take any responsibility for the safe custody of any vehicle or articles therein nor for any damage to vehicles or articles, however caused (including its negligence or that of its servants or agents) nor for any injuries to any person whether as a result of its negligence or that of its employees or agents or from collision, fire, theft, rain, hail or any cause whatsoever. All vehicles are parked in all respects at the risk of the parker/owner thereof.

Lost remote controls/access tags will be replaced at the discretion of the Landlord at the cost of the Tenant and at such amount as the Landlord may determine from time to time.

9. LANDLORD'S LIABILITY

- 9.1 The Landlord shall be responsible to pay for the costs of a) consumption services (electricity, water, sewerage and refuse), b) municipal, other facilities provided (back-up generator, air conditioning & wifi) and the furniture and equipment provided.
- 9.2 Neither the Landlord, nor its agents or employees shall be liable for any loss of any nature whatsoever and howsoever arising from the interruption of the any services provided (electricity, water, WIFI, etc.), from any security breach or cyber-attack or any other issue directly or indirectly related to the provision of WIFI / internet services, and from the furniture and equipment that forms part of the premises, that might be suffered by the Tenant or its employees or invitees, and the Tenant indemnifies the Landlord against any and all such claims howsoever arising.
- 9.3 The Landlord gives no warranty that the Premises or the Property are fit for the purpose for which they are let. The Tenant shall have no claim against the Landlord for any defect in the Premises.

10. BROKER

Where a property broker is the effective cause of this Offer, the Landlord will only be liable to pay the broker's commission if: a) the property broker's name and details are included in the Offer Schedule, and b) the broker agrees in writing to the Landlord's standard broker mandate, terms and conditions.

11. BREACH

In the event that either party breaches any material provision of this lease and fails to remedy such breach within 7 (seven) days of receipt by it of notice requiring that such breach be remedied (or such longer period as may be reasonable in the circumstances), then the aggrieved party shall be entitled, at its option, and without prejudice to any other rights which it may have in terms of law, to cancel this Agreement or to claim specific performance of any obligation whether or not the due date for performance has arrived, and in either event without prejudice to the aggrieved party's rights to claim damages.

Notwithstanding the foregoing, in the event that the Tenant fails to pay any amount or part thereof on the date such payment falls due, the Landlord shall be entitled, but not obliged, to cancel this Lease forthwith alternatively the Landlord shall further have the right to terminate this lease on 1 (one) month's written notice, without prejudice to the Landlord's rights to claim damages. The Landlord shall be entitled to recover from the Tenant all legal expenses incurred by the Landlord in enforcing its rights, including without limitation, attorney and own client charges, collection commission and any costs incurred in tracing the Tenant.

12. CHOSEN ADDRESS

The parties choose as their address for service of all notices, documents and legal process the addresses referred to in numbers 1 and 2 of the Offer Schedule ('Chosen Address'). All notices shall be delivered by hand, or transmitted via email to the Chosen Address and shall be deemed to have been received by the addressee forthwith upon hand delivery or one hour after transmission thereof. The parties may change their Chosen Address to another physical address in the Republic of South Africa of which they may advise each other in writing on not less than 7 (seven) days' notice. Rental statements will be delivered to the email address stated above and shall be deemed to have been received one hour after transmission. Notwithstanding the above, in the event that correspondence is actually received by a party, such receipt shall be valid for all purposes under the Lease notwithstanding if it was not received at the party's Chosen Address.

13. GENERAL

- 13.1 National Credit Act - National Credit Act - The Tenant is required to complete and submit the National Credit Act form provided to the Landlord after acceptance of the Offer. The Tenant hereby consents to the Landlord requesting, receiving, sharing, transmitting and exchanging any consumer credit information as this term is defined in section 70 of the National Credit Act, 2005 and other information in respect of the Tenant with a credit bureau. The Tenant acknowledges it is aware of the right to lodge a complaint with the Landlord or to challenge any Consumer Credit Information held by the Landlord in respect of the Tenant.
- 13.2 Financial Intelligence Centre Act ("FICA") - The Tenant shall submit the information set out in FICA to the Landlord after acceptance of the Offer.
- 13.3 No cancellation or variation of this Offer shall be of any force or effect unless reduced to writing and signed by both parties.
- 13.4 This Offer contains the entire agreement between the parties and no party shall be bound by any undertakings, representations or warranties not recorded herein.
- 13.5 No indulgence, leniency or extension of time which one party may grant to the other shall in any way prejudice or affect the grantor or preclude the grantor from exercising any of its rights in the future.
- 13.6 The Tenant warrants that it was introduced to the Premises by the party broker identified (if any) and by no other party and accordingly indemnifies the Landlord from any claim for commission from any third party.
- 13.7 This Offer may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this Offer by signing any such counterpart.
- 13.8 All amounts quoted in this Offer are exclusive of VAT. The Tenant shall be liable to pay all VAT as raised in terms of Act 89 of 1991, as amended.

GENERAL DECLARATION BY TENANT

I _____ on behalf of the Tenant being duly authorised, confirm that:

- I have read and understood the terms and conditions of this Offer to Lease including the Attachments.
- I hereby consent to the performance of any and all enquiries in respect of our Offer to Lease in terms of the New National Credit Act, which enquiries will be performed by Kredit Inform/ ITC/ Experian/ TPN Credit Bureaus.
- all the clauses in the Offer to Lease were read by me and the fact, nature and effect of the clauses were understood by me at the time of signature.
- all information provided in the Offer Schedule and Documentation Schedule is true and correct.

SIGNED AT _____ THIS _____ DAY OF _____ 20_____

WITNESS

TENANT

EXECUTION OF OFFER:

TENANT:

SIGNED AT _____ THIS _____ DAY OF _____ 20_____

WITNESS

TENANT
Who warrants his/her authority

Name in print

Name in print

LANDLORD:

SIGNED AT _____ THIS _____ DAY OF _____ 20_____

WITNESS

LANDLORD
Who warrants his/her authority

Name in print

Name in print

OFFER SCHEDULE

1) **“Landlord”:**

- a. Name: Texton Property Fund Limited
 b. Registration number: 2005/019302/06
 c. Nominated Address: Block D, Vunani Office Park, 151 Katherine Street,
 Sandton, 2031
 d. Email Address: xspaces@texton.co.za
 e. VAT number: 4010225268

2) **“Tenant”:**

- a. Name: _____
 b. Registration number: _____
 c. Nominated Address: _____

 d. Email Address: _____
 e. VAT number: _____

3) **“Gross Monthly Rental”** – shall equate to:

- a. The Monthly Rental for the office space as shown
 on the Tex-Space Property Brochure: R 19 950.00
- plus*
- b. The Parking Rental – ___ open or covered parking bays
 at R 450.00 per open / covered bay per the Tex-Space
 Property Brochure: R _____
- c. Gross Monthly Rental (excluding VAT) (a + b): R _____
- d. Gross Monthly Rental (including VAT): R _____

4) **“Commencement Date”:** _____

5) **“Premises”** - collectively means:

- a. The office space located on the property and shown on the attached Tex-Space
 Property Brochure, plus
 b. The furniture and equipment located in the office space as shown on the plan in
 attached Tex-Space Property Brochure, plus
 c. The number of open or covered parking bays included in clause 3(b) above, which
 parking bays will be allocated by the Landlord to the Tenant on occupation of the
 premises.

6) **“Broker”** (if applicable):

- a. Company: _____
- b. Person: _____
- c. Contact details: _____
- d. Email address: _____

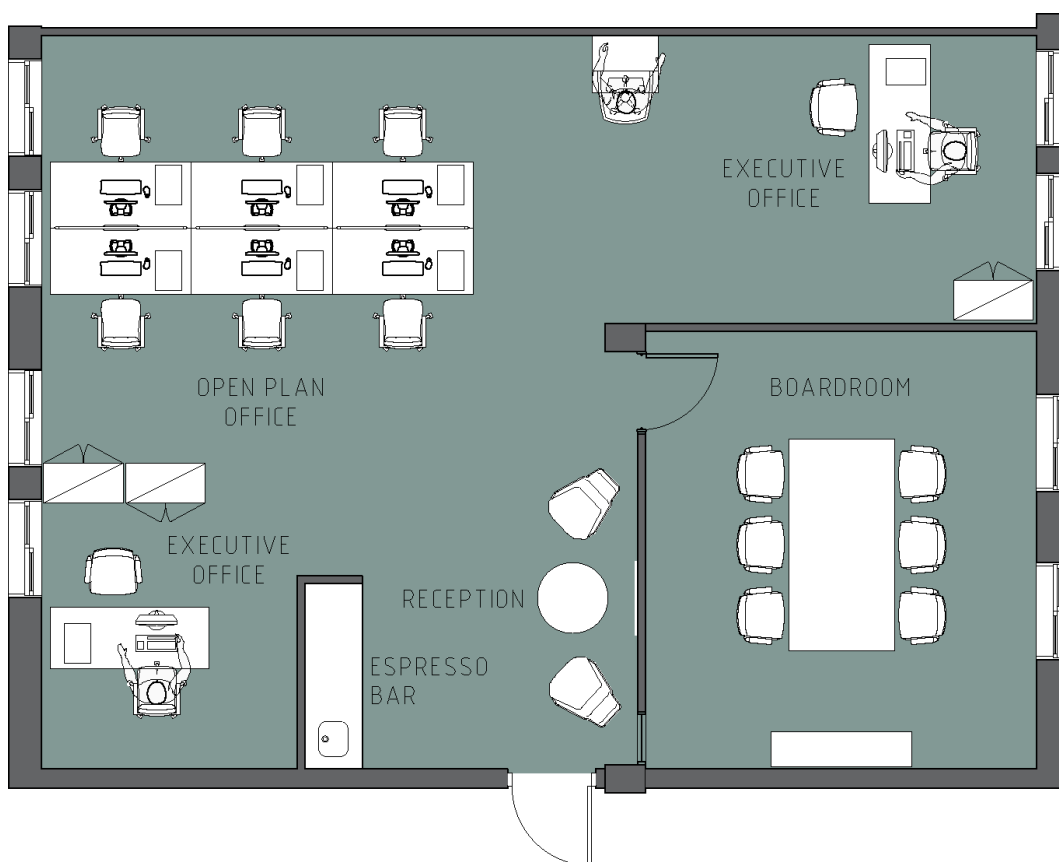
7) **Overview of Offer process:**

- a. Signed Offer including attachments is submitted by the Tenant - per clause i, ii and iii
- b. Landlord accepts Offer creating binding lease agreement - per clause iv
- c. Tenant has 5 calendar days to provide to the Landlord the information and documents set out in the Information Schedule, and failure to do so allows the Landlord to immediately terminate lease agreement - per clause v
- d. If the complete credit check on the Tenant is unsatisfactory, then the Landlord can immediately terminate lease agreement - per clause vi.

TEX-SPACE PROPERTY BROCHURE

Details of Tex-Space Office Unit BG01 – GF05 (“Premises”)

1. Property Description: the Tex-Space is in Bryanston Gate Office Park which is located on remainder of erf 5086 and erf 680 Bryanston otherwise known as corner of Main Road and Homestead Avenue, Bryanston, 2194
2. Tex-Space Office Unit Description:
 - a. Number: BG01 - GF05
 - b. Location: The unit is located on the ground floor of Building 1
 - c. Layout:



3. Parking: bays are dedicated and will be allocated on occupation of the Tex-Space
4. Furniture and Equipment included:
 - a. 6 x Hot desks each with chairs
 - b. Board room table plus 8 x chairs plus sideboard plus TV / monitor
 - c. 2 x Managers desks each with chairs
 - d. 2 x Storage units / cabinets
 - e. 2 x Entrance chairs and table
 - f. Meeting booth with bar stools
 - g. Kitchenette with Bar fridge
 - h. WiFi router and equipment
 - i. Front door access control equipment

INFORMATION SCHEDULE

Please note the below information and documents are required within five calendar days from being notified that the Offer has been accepted by the Landlord.

General Information required:

Registered Entity Name or Full Name of person (per ID)	
Registration Number or Identity Number	
VAT Number	
Registered Physical Address/ Residential Address	
Contact Person	
Telephone Number	
Cellphone Number	
Email address	
Public Liability Insurer and contact details, and contract number (cl 7.2)	
Account Person Contact Details: Account Contact Person Office Number Cellphone Number Email Address	<hr/> <hr/> <hr/> <hr/>

Please note that no information collected will be used for purposes not related to this leases. For any information related to the Landlord's POPI Policy or to contact the POPI Information Officer, please email:

popiinformationofficer@texton.co.za

Documents required in terms of the Financial Intelligence Centre Act 38:

<u>FOR INDIVIDUALS</u>	ATTACHED (YES/ NO)
<ul style="list-style-type: none"> • Certified South African Identity Document/ Passport 	
<ul style="list-style-type: none"> • SARS issued document confirming Income Tax and VAT registration number (Not Older than 3 Months), 	
<ul style="list-style-type: none"> • Proof of Residence (Not Older than 3 Months); 	
<ul style="list-style-type: none"> • Proof of Banking Details of account used to pay rental (Not Older than 3 Months). 	

<u>FOR A REGISTERED SOUTH AFRICAN ENTITY (COMPANY / CLOSE CORPORATION) / FOREIGN COMPANY</u>	ATTACHED (YES/ NO)
<ul style="list-style-type: none"> • Certificate issued by the CIPC (Disclosure Certificate: Companies & Close Corporation) – CoR 14; • Official document issued by an authority for recording the incorporation of a company of that country (For Foreign Companies) 	
<ul style="list-style-type: none"> • SARS issued document confirming Income Tax and VAT registration number (Not Older than 3 Months); 	
<ul style="list-style-type: none"> • Certified copies of ID / passport of person(s) authorized to act on behalf of the company (Private Company), • Certified copies of ID / passport of each Member of the Close Corporation. 	
<ul style="list-style-type: none"> • Proof of Residence of person(s) authorized to act on behalf of the company (Not Older than 3 Months); 	
<ul style="list-style-type: none"> • Share Certificate; 	
<ul style="list-style-type: none"> • Proof of Banking Details of account used to pay rental (Not Older than 3 Months). 	