

LEASE NO:
FILE REF. NO.

AGREEMENT OF LEASE

Entered into between

SIRELA TRADING CC

(Registration number: 2004/084213/23)

Represented herein by **Mr PROTUS FRANCIS MHAWUKELWA SOKHELA (ID No. 5807285987080)**

In his capacity as

Member

Duly authorised representative

(Hereinafter referred to as the LESSOR)

And

PROVINCIAL GOVERNMENT OF THE PROVINCE OF KWAZULU-NATAL

Represented herein by

Dr Vishanderan Govender in his capacity as Chief Director: Immovable Asset

Management: KZN Public Works

Or his duly authorised representative

(Hereinafter referred to as the LESSEE)

INITIALS

LESSOR LESSEE

<i>Z.P.</i>	x	<i>V</i>
<i>G</i>	x	<i>JS</i>
<i>PFWS</i>	x	<i>PS</i>

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INITIALS

LESSOR	LESSEE
<i>Z.P.</i>	<i>↓</i>
<i>PFM</i>	<i>VE</i>

1. INTERPRETATION

- 1.1 In this agreement, unless the context otherwise indicates, the following words and expressions shall bear the meanings assigned thereto below in this sub-clause:
- 1.1.1 The "LESSOR" shall mean the Landlord **Sirela Trading cc.**
- 1.1.2 The "LESSEE" shall mean the Provincial Government of the Province of KwaZulu-Natal
- 1.1.3 The "user department" shall mean the Department of in occupation of the hired premises and in this instance refers to the **Department of Community Safety and Liaison.**
- 1.1.4 The "commencement date" shall mean the date as more fully described in clause 3.1 hereunder
- 1.1.5 The "lease period" shall mean the period as stipulated in clause 3 of this lease agreement.
- 1.1.6 The "exterior property" shall mean the verandah, passage way to the building, and this excludes the paintings and maintenance of the exterior structure of the building
- 1.2 The head notes to the paragraphs to this agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 1.3 Words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include females and words importing persons shall include partnerships and body corporate.
- 1.4 Reference to "the lease" or "this lease" shall mean this agreement of lease and all annexures thereto.
- 1.5 Calendar month – refers to a full month including week ends.

INITIALS

LESSOR	LESSEE
<i>Z.R</i>	<i>D</i>
<i>PPW</i>	<i>TS</i>

2. THE LEASED PREMISES

- 2.1 The LESSOR hereby lets, and the LESSEE hereby hires on behalf of and for occupation by the **Department of Community Safety and Liaison premises in extent 3300m² plus 14 undercover bays situated at 179 Jabu Ndlovu, Pietermaritzburg.**

(Hereinafter referred to as "the premises") subject to the following terms and conditions:

3. PERIOD OF LEASE

- 3.1. Irrespective of the date of signature the hereof, the new lease shall be on month to month basis not exceeding **Sixty (60) months** with effect from **01 December 2023** and will terminate on **30 November 2028**.

4. RENTAL

- 4.1 The accommodation rental shall be the sum of **Four Hundred and Thirty Two Thousand Three Hundred Rand only (R432 300.00)** per month excluding VAT, during the first twelve months for the lease, but shall escalate at the rate of **Seven Percent (7%)** per annum, the first such escalation to become operative on **01st December 2024**.
- 4.2 The rental shall be paid within 30 days from receipt of the invoice.
- 4.3 Failure or late submission of such invoices will render the Department of Public Works unable to process timeous rental payments to the Lessor. The Department of Public Works will not be responsible for payment of any interest or penalties for late rental payments which arise as a result of the Lessor being unable to produce a rental invoice as per clause 4.3, above.

INITIALS

LESSOR		LESSEE
<i>Z.P.</i>	x	<i>[Signature]</i>
<i>[Signature]</i>	x	<i>[Signature]</i>

The rental shall for the duration of the lease be as depicted in the following

Table1;

Period	Year	Esc@ 7%	No Of Bays	Parking/ Month	Rental/Mth Office	Rental/Mth (Excl VAT)	VAT (@15%)	Total Rental/month (Incl VAT)
01/12/2023 To 30/11/2024	1 ST	NIL	14	R8 400.00	R432 300.00	R440 700.00	R66 105.00	R506 805.00
01/12/2024 To 30/11/2025	2 ND	7%	14	R8 988.00	R462 561.00	R471 549.00	R70 732.35	R542 281.35
01/12/2025 To 30/11/2026	3 RD	7%	14	R9 617.16	R494 940.27	R504 557.43	R75 683.61	R580 241.04
01/12/2026 To 30/11/2027	4 TH	7%	14	R10 290.36	R529 586.08	R539 876.44	R80 981.46	R620 857.91
01/12/2027 To 30/11/2028	5 TH	7%	14	R11 010.68	R566 657.10	R577 667.78	R86 650.16	R664 317.96

4.4 Such payments to be made electronically to:

Account Holder : Sirela Trading cc
Bank name : Mercantile Bank
Account number : 1051139414
Branch code : 450105
Branch Name : Business Direct

4.5 The aforesaid rental is exclusive of the charges levied by competent authority for water, electricity, and sanitation and refuse removal.

4.6 The aforesaid rentals shall attract Value Added Tax at the current rate as depicted under Table 1, clause 4.3.

INITIALS

LESSOR *Z.P.* x *W* LESSEE
P.N.S. *B*

5. **PARKING**

5.1 In addition to the abovementioned accommodation the LESSOR shall provide:

Type of parking	No of bays	Rate/bay	Parking /Month
Undercover Parking Bays	14	R600.00	R8 400.00
Total Rental			R8 400.00

5.2 The parking rental shall be the sum of **Eight Thousand Four Hundred Rand only (R8 400.00)** per month excluding VAT, during the first Twelve (12) months of the lease agreement, but shall escalate at the rate of Seven (7%) per annum, the first such escalation to become operative from **01 December 2024**.

6. **ADDITIONAL WORK TO BE UNDERTAKEN AFTER OCCUPATION:**

6.1 Any additional work required by the User **Department of Community Safety and Liaison** must be undertaken by the Lessor. The cost of this additional work will be borne by the User Department.

6.2 The Lessor is compelled to provide the Department of Public Works with three (3) written quotations for consideration by the Department of Public Works within 21 days of the request made by the Lessee. The Department of Public Works will consider the cheapest quotation and the work must commence within two (2) working days after the Lessor is given the acceptance of the quote by the Department of Public Works to go ahead with the work.

6.3 The Department of Public Works or its agents will not be responsible for undertaking any additional work on the premises nor will it be responsible for payment of additional work done by the Lessor without the written approval of the Lessee.

7. **USE OF PREMISES**

7.1 The **Department of Community Safety and Liaison** shall use the premises for office accommodation purposes only and for no other purposes whatsoever without the prior written consent of the LESSOR, and which consent shall not be unreasonably withheld.

INITIALS

LESSOR LESSOR

2020 X
P.F.M.S. X

8. RECONFIGURATION OF THE PREMISES

- 8.1 The Lessor, is to ensure that the building is fully compliant in terms of the Occupational Health and Safety Act, 1993 and the applicable National Building Regulations.
- 8.2 In addition to the above, the following refurbishments will be undertaken by the Landlord within 5 months of the date of signature of hereof. All costs in this respect are to be done by the Landlord.
- Air-conditioning units to be installed in office 105 and 106.
 - Painting the interior of all offices.
 - Replacing all blinds in all offices.

9. WORK OPPORTUNITIES AND JOB CREATION

- 9.1 The Lessor is encouraged to outsource at least 40% of the maintenance and refurbishment work for the DURATION OF THE LEASE to Previously Disadvantaged Individual Interest Groups.

10. ACTIVITIES CONDUCTED ON THE LEASED PREMISES

- 10.1 In the event of the LESSEE undertaking, or permitting to be undertaken, any activities in or the leased premises, which constitute:-
- 10.2 A breach of the peace and /or
- 10.3 A disturbance of the amenities and/or enjoyment of the other persons resident or employed in the general area and/or.
- 10.4 Conduct which is inappropriate or undesirable in or on premises under control of the LESSEE, the LESSOR shall have the right to call upon the LESSEE, in writing, to desist immediately, failing which such failure shall constitute a breach of this agreement and the LESSOR, notwithstanding the provisions of Clause 19, shall be entitled to terminate the lease forthwith.

INITIALS

LESSOR LESSEE

J.P. X
[Signature] X [Signature]

11. DOMESTIC SERVICE CHARGES

- 11.1 The User Department shall be liable for the payment, direct to the competent authority, of charges for electricity, water, sanitation and refuse removals.
- 11.2 No liability whatsoever shall rest upon the LESSOR for any interruption or failure of any Municipal or other services to the premises irrespective of the cause thereof, unless due to the negligence of the LESSOR.

12. SUBLETTING OR CESSION OF LEASE

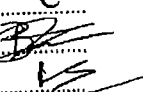
- 12.1 The Lessee shall not cede, sub-let, mortgage or assign this lease or any of the rights held by it hereunder without having obtained the prior written approval of the LESSOR. Such approval shall not be unreasonably refused.

13. MAINTENANCE OF LEASED PREMISES

- 13.1 The LESSOR shall be responsible for the structural maintenance of the leased premises during the currency of this lease. Structural maintenance shall include maintenance of the building structure, water reticulation and sewerage system, the electrical and mechanical installations which form an integral part of the building and shall include, inter alia,
- The air-conditioning and heating units
- Water heating devices (including geysers)
- Lighting installations, including ballasts of fluorescent fittings
- Extractor fans
- Lifts
- Security access points
- Electrical gates
- Plumbing installation and maintenance
- Alarm systems and
- Any other electrical appliance or installation forming an integral part of the building and grounds, which shall include maintaining all Fire Fighting Equipment and Portable Fire Extinguishers.

INITIALS

LESSOR LESSOR

2.P. x 
 x 

- 13.2 The LESSEE shall notify the LESSOR of any structural defects in the leased premises as soon as the defects are discovered and the LESSOR shall be obliged to have such defects repaired, such repair to commence within (21) twenty one days of the receipt of the notice. The structural defects referred to in this sub-clause are limited to the existing structure and its fixtures and in no way can the LESSEE compel the LESSOR to structurally alter the premises to remedy structural defects.
- 13.3 If the LESSOR fails to commence the effecting of the necessary repairs to the structure of the leased premises or to the fixtures thereto within the stipulated period of twenty one (21) days,
- 13.3.1 the LESSEE shall have the right to withhold any rental payment due until the necessary repairs are completed to the satisfaction of the Lessee
- 13.3.2 Or, the Lessee shall affect the necessary repairs to the premises and recover the costs thereof from the rental. This will only come into effect, if the Lessor has failed to rectify such repairs within the stipulated 21 days as per clause 13.2, above
- 13.3.3 Or, the LESSEE shall have the right to terminate the lease forthwith and to claim from the LESSOR, who shall pay to the LESSEE, any additional rental that the LESSEE shall be obliged to pay in securing suitable alternative premises of similar extent and quality.
- 13.4 The LESSEE shall, to the satisfaction of the LESSOR, during the currency of this lease maintain the interior of the premises in a clean and tidy condition and in a good proper state of repair. Damage or deterioration caused by the willful or negligent act or omission on the part of the LESSEE or its clients shall be made good by the LESSEE to the satisfaction of the LESSOR.
- 13.5 The LESSEE shall, to the satisfaction of the LESSOR, during the currency of lease maintain the exterior property in a clean and tidy condition.

INITIALS

LESSOR LESSEE

P.B. x *u*
.....
AMS x *12*
.....

14 RIGHT OF INSPECTION

- 14.1 The LESSOR may at any reasonable time, in person, by an authorized agent or agents, enter upon the premises hereby leased, or portion thereof, for the purpose of inspection.

15 IMPROVEMENTS

- 15.1 The LESSEE shall not erect any buildings on, or effect any improvements to, the leased premises without the prior written consent of the LESSOR; such approval shall not be unreasonably withheld.
- 15.2 The Lessee has the right to claim compensation for any improvements it may have had to affect on the premises which are not of a permanent nature.
- 15.3 The LESSEE may remove any improvements effected by it provided they are not of a permanent nature and removal is effected prior to the date of termination of this lease, without damage to the said premises.

16 INDEMNITY

- 16.1 The LESSEE hereby indemnifies the LESSOR against all losses, expenses, actions and claims, including claims for damage to any property, injury or loss of life, and all costs, including costs between party and party, which the LESSOR may be adjudged or obliged to pay and arising directly or indirectly from any act or omission by the LESSEE, or his/ her clients.

17 INSURANCE OF PREMISES

- 17.1 The LESSOR shall insure the building adequately, against damage to the structure and fixtures both inside and outside caused by fire, burglaries, Vis major and political riots.
- 17.2 The LESSEE is not responsible for any loss or damage caused to the property of the LESSOR and / or that of his tenants, caused by Vis major or political riots, provided such damage is not due to the negligence of the LESSEE, or his servants, employees, agents or visitors.
- 17.3 The Lessor may be held responsible for damages suffered by the User Department in the event of fire, flooding and leaks at the hired premises.

INITIALS

LESSOR	LESSOR
2.P. x	U
AN x	E

18. TOTAL OR PARTIAL DESTRUCTION OF THE PREMISES

18.1 In the event of the total destruction of the property by fire or any other cause whatsoever, the lease shall be terminated forthwith.

19. BREACH OF THIS AGREEMENT

19.1 In the event of either party being in breach or default of any of the terms and conditions of this lease, whether by non-payment of any rental or otherwise, the other party shall be entitled to give the defaulting party twenty one (21) days notice in writing to remedy such breach, and if after such notice, that party is still in breach or default, to cancel this lease forthwith, whereupon the LESSOR shall be entitled to re-occupy the premises without prejudice to the injured party's rights to sue the other for past breaches of this lease.

19.2 In the event of the LESSOR terminating this lease and the LESSEE disputing the LESSOR's right to so terminate and remaining in occupation of the premises, the LESSEE shall, pending settlement of such dispute, continue to pay the rental provided for in this lease for the period during which he continues in occupation, and the LESSOR shall be entitled to accept such payments, and such acceptance shall be without prejudice to and shall not in any manner affect the LESSOR's claim to the termination then in dispute and any consequential damages.

19.3 The LESSEE reserves the right to review leases where the BEE status of the composition of the company changes during the duration of the lease. Where the BEE composition of the company that the LESSEE has signed a lease contract with increases, the lease period shall remain unchanged for the entire duration of the lease. Instances where the BEE status or shareholding is decreased, the company will be expected to sustain the BEE shareholding percentage and failure to do so could result in the LESSEE reviewing the period of the lease.

20. RELAXATION OR INDULGENCE

20.1 Any relaxation or indulgence of whatsoever nature granted by one party to the other party shall not in any way prejudice or operate as a waiver of either party's rights in terms of this lease.

INITIALS

LESSOR	LESSEE
<i>D.P.</i>	<i>X</i>
<i>[Signature]</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>

21. PENALTIES

- 21.1 If the Lessor fails to meet any of the timeframes arising from this lease, the Lessee shall without prejudice deduct from the rental payment, as a penalty, a sum calculated at 1% of the monthly lease amount per day of delay until the building/additional work is complete.

22. PROHIBITION ON THE RESTRICTING OF ACCESS TO HIRED PROPERTY BY THE LESSOR

- 22.1 The Lessor is prohibited from unlawfully locking out/restricting access to the hired premises for the duration of this lease as this amounts to spoliation and is illegal. The Lessee reserves the right to bring an urgent high court application should this happen and all costs will be for the Lessor.

- 22.2 The Lessee also reserves the right to not pay rentals for the number of days that the user department is denied access to the hired premises. Such rental will be forfeited.

23. LEASE TERMINATION

- 23.1 Prior to the vacation of the leased premises, the Lessor and the Lessee agree to undertake a joint pre-vacation inspection in order to identify fair wear and tear, for which there will be no compensation. Fair wear and tear includes damage to carpets; tiling; painting; cupboards; ceilings; all partitioning; doors; blinds; light fittings; toilet cisterns and fittings, amongst others.

- 23.2 The lessee will not be liable for any structural wear and tear, structural being defined in clause 13.1, above.

- 23.3 Upon vacation of the premises by the User Department, the Lessee; Lessor and the User **Department of Community Safety and Liaison** will undertake a final inspection on the last day of the vacation of the premises to address any areas where damage may have occurred as a result of the User Department moving out.

INITIALS
LESSOR LESSOR
R.P. X
[Signature] [Signature]
[Signature] X [Signature]

- 23.4 The lessor shall notify the Lessee, within seven (7) days of the final inspection of any damages which damages must be agreed to and verified by both parties on the date of the inspection. The Notice must be delivered to the domicilium address of the Lessee. The Lessee must notify the Lessor of its acceptance of the damages within twenty one (21) days of receipt of the Notice.

24. NOTIFICATION IN CHANGE OF LESSOR DETAILS

- 24.1 The lessor is obliged to notify the lessee, in writing, should there be a change in his/her banking details or change in company name or registered business/domicilium address. Such notification must be sent to **Chief Director: Immovable Asset Management** within five (5) days of such change being made.

- 24.2 Should the Lessor notify the Lessee in writing of changes to his/her banking details or changes to company name, the lease agreement will be amended accordingly in terms of clause 27.1 of this lease agreement and the changes would only take effect thereafter.

25. VACATION OF THE LEASED PREMISES

- 25.1 The LESSEE undertakes, upon termination of this lease, to peacefully and quietly, without let or hindrance, deliver up possession of the premises hereby leased giving the LESSOR free and vacant possession thereof and deliver the keys to:

SirelaTrading cc

Address: 52 Costswald Drive

Westville

3630

Tel. 084 569 9164

INITIALS
LESSOR LESSOR
2.P. x
K.F.M. x E

26. DOMICILIUM CITANDI ET EXECUTANDI

26.1 All notices which may be required to be served under this lease shall be deemed to have been validly delivered personally to or posted by registered post to the relevant party at the appropriate domicilium citandi et executandi specified hereunder.

The domicilium citandi et executandi of each of the parties shall be as follows:

LESSOR: Sirela Trading cc
52 Costswald Drive
Westville
3630
(If mailed)

LESSEE: Attention: The Head: Department of Public Works-KZN
Oliver Tambo House
191 Prince Alfred Street
Pietermaritzburg
3201
(if delivered)

Attention: The Head: Department of Public Works-KZN
Oliver Tambo House
Private Bag X 9041
Pietermaritzburg
3200
(if mailed)

INITIALS
LESSOR LESSEE
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27. DATA PROTECTION

27.1 In performing the obligations as set out in this Agreement, the Parties shall at all times:

27.1.1 comply with the provisions of all laws, which regulate the protection of personal data, including but not limited to the Protection of Personal Information Act 2013 and the Electronic Communications and Transaction Act 2002;

27.1.2. comply with all laws, policies, and procedures relating to the protection, storage, handling, privacy, processing and retention of data as well as the destruction of data, including personal data;

27.1.3. ensure that it shall not sell, offer for sale or dispose of or attempt to dispose of or create or allow the encumbrance over any data;

27.1.4. ensure that it is able to identify all data relating to this Agreement separately from other data under its control;

27.1.5. ensure that it does not disclose personal data of any of the Parties employee, other than in terms of this Agreement;

27.1.6. ensure that it processes data for only the express purpose for which it was obtained;

27.1.7. ensure that, once processed for the purposes for which it was obtained, all data will be destroyed to an extent that it cannot be reconstructed to its original form;

27.1.8. ensure that it has all reasonable technical and organizational measures in place to protect the personal data from unauthorized access and/or use;

27.1.9. ensure that all usernames and passwords affording access to the personal data remain secure, confidential and exclusively attributable to a specific employee; and

INITIALS
LESSOR LESSEE
2.7. X
X X
X X
X X

27.1.10. notify the other Party of any actual or suspected breach of its security measures.

27.2 The parties agree that they may obtain personal information during the duration of the Agreement for the fulfilment of the rights and obligations contained herein and may further only process such information for the specific purposes for which it was obtained.

27.3 The parties agree that if personal information will be processed for additional purposes beyond the original purpose for which it was obtained, explicit consent must be obtained beforehand from those persons whose information will be subject to further processing.

27.4 The parties agree that they will destroy any information once it no longer serves the purpose for which it was collected in relation to this agreement, subject to any legal retention requirements. The information must be destroyed in such a manner that it cannot be reconstructed to its original form, linking it to any particular individual or organization.

27.5 The Parties warrant that it has the appropriate technical and organizational measures in place to safeguard the security, integrity and authenticity of all information being processed in terms of this agreement.

28. OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS

28.1 FIRE DETECTION AND EQUIPMENT

28.1.1 The Lessor is required to install a comprehensive fire detection system, which must be able to activate the smoke ventilation sensors; sprinklers; emergency doors, drop elevators to the bottom level and activate the fire alarm, in the event of a fire.

28.2 FIRE EXTINGUISHERS

28.2.1 The Lessor is responsible to ensure that the fire extinguishers are serviced and maintained in line with Industry Norms. An updated service plan must be made available to the Lessee, upon request.

INITIALS
LESSOR LESSSEE
J.P. x
[Signature] x [Signature]

28.2.2 In addition to the fixed fire extinguishers, the Lessor must also provide at least one (1) additional mobile fire extinguisher per floor. The lessor is responsible to ensure that the fire extinguishers are ready for use at any given time during the lease period.

28.3 AIR-CONDITIONER SERVICING

28.3.1 The Lessor must ensure that the service/maintenance contract for the air-conditioners include the following;

- Aerosol biocide to prevent potential build-up of micro-organisms within the building.
- The HVAC ducting must be cleaned and decontaminated at regular intervals

28.4 FUMIGATION

28.4.1 The Lessor is responsible for the fumigation of the common areas, if within a shared building. The Lessor must ensure fumigation against rodents and venomous snakes within the perimeter/boundary of the property.

28.4.2 The Lessee is responsible for fumigation of the hired areas within the building unless it is a stand-alone building whereby the lessee is responsible, after occupation, for fumigation of the entire building, excluding the external perimeter/boundary.

28.5 SLIPPERY FLOORS

28.5.1 The lessor is to ensure that rubber treads are fitted to all slippery surfaces.

28.6 ILLUMINATION

28.6.1 The Lessor is to ensure that all dark areas within the property are sufficiently illuminated.

28.7 STATUTORY REQUIREMENTS

28.7.1 The lessor is to ensure compliance with the following;

- Occupational Health and Safety Act, 85 of 1993, as amended
- Occupational Health and Safety Regulations
- SANS 10400 Building Regulations
- Relevant Municipal By-Laws

INITIALS	
LESSOR	LESSEE
<i>R.P.</i>	<i>W</i>
<i>Ch</i>	<i>AB</i>
<i>W.D.</i>	<i>B</i>

29. GENERATOR

29.1 The Lessor is responsible to install and maintain a Generator to power up server room, passages, registry and security control.

29.2 The User Department will be responsible for the provision of fuel after handover of the building.

30. WATER TANKS

30.1 The Lessor is to ensure that suitable water tank/s is/are fitted to the hired premises and further ensure that there is an agreement with the relevant Municipality to purify water collected in the tank/s.

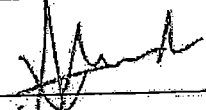
31. GENERAL

29.1 No variation of this lease shall be of force or effect unless it is in writing and is signed by both the LESSOR and the LESSEE or their representatives.

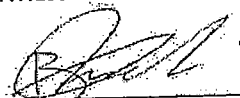
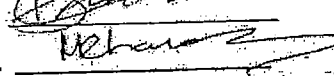
29.2 This lease contains all the terms and conditions of the agreement between the LESSOR and the LESSEE. The parties acknowledge that there are no understandings, representations or terms between the LESSOR and the LESSEE in regard to the letting of the premises other than those set out herein.

THUS DONE AND SIGNED AT PMB

ON THIS 28th DAY OF MARCH 20 24

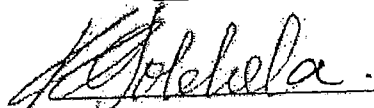

For the Lessee, duly authorized

WITNESSES:

1. 
2. 

THUS DONE AND SIGNED AT Pietermaritzburg

ON THIS 27 DAY OF March 20 24


For the Lessor, duly authorized

WITNESSES:

1. 
2. 