

K2023874167 (South Africa) (Pty) Ltd Reg no: 2023/874167/07 T/A Prime Storage and Workshops Margate Airport Business Park Corner Izotsha Road and Links Road Margate 4275

Tel: 082 6944 007 / 082 876 9879 Email: <u>bookings@primestorage.co.za</u>

WORKSHOP LEASE AGREEMENT

Entered between:

Prime Storage and Workshops
Represented by Kevin Bromwich
(Duly authorized)
(hereafter referred to as the LESSOR/LANDLORD)

AND

the LESSEE as set out below (referred to as the LESSEE/TENANT)

THE TENANT'S DETAILS: NAME & SURNAME/COMPANY NAME		
REPRESENTATIVE IF APPLICABLE		
ID NUMBER /CO REG NUMBER		
POSTAL ADDRESS:		
PHYSICAL ADDRESS:		
(domicilium citandi et executandi for legal process)		
TEL(W):TEL(CELL):		
EMAIL ADDRESS:		
NEXT OF KIN:E-MAIL:		
TEL CELL:		

(Attach copies of identity bocument of CIPC of Trust documents)		
Description of type of business		
No of employees of business		
MONTHLY RENTAL:	Plus R 100 BOREHOLE WATER	
SECURITY DEPOSIT AMOUNT:		
ELECTRICITY : paid by pre-paid meter in advance		
BOREHOLE WATER: R 100		

CREDIT CHECK: The Lessor is permitted to do a credit check in terms of the National Credit Act or any other legislation on the Tenant at any stage before or during, or after the termination of this lease, including the person in effective control of the Tenant or the signatory; and any rights to protection of personal information in respect of such credit check is waived.

1.	DEFINITIONS		
1.1	Date of Occupation	-	
1.2	"The Lessor/Landlord"	-	K2023874167 (South Africa) (Pty) Ltd Registration number: 2023/874167/07 t/a Prime Storage and Workshops
1.3	"The Lessee" or "Tenant"	-	
1.4	"The property"	-	Extension 3, 1 Links Road, Margate, 4275
1.5	"The Leased Premises"	-	shall mean workshop number;
"The v	vorkshop" or "Business"-		shall mean;
2. 2.1 2.2	the following workshops uppremises of Prime Storage Margate Airport Business P Legislation.	nit, and W ark, Ma	nant, and the Tenant agrees to lease from the Lessor (Unit number), size, within the orkshops, Sectional Title Scheme located at RR13, argate, KwaZulu-Natal and subject to Sectional Title the Business Park to avoid doubt.
3. 3.1	further 12 months, commendays written notice by the Towhich receipt of notice mus. The Lessor will have the same to terminate this lease with advance, and a full month's	ncing on enant o t be cor ne right, 30 days rent is	eriod of 12 months with a further option to renew for a at the date of occupation, but may be terminated after 30 in the first day of any month of the existence of the lease, infirmed by the Lessor. If which must be on the first day of any calendar month, is written notice to the Tenant. All rental is to be paid in a payable as a deposit before occupation. The rent will account, and no interest will be payable on the deposit
4. 4.1			rst day of each month without demand but on invoice. he month will accrue interest at the prime rate of ABSA

- BANK. If rental payments are not made in full or fall into arrears, and the rental is outstanding for over 30 (Thirty) calendar days, the Lessor, at its option, may terminate the lease by operation of law, and the deposit will be forfeited in full in favour of the Lessor as
 - the Lessor's liquidated damages,
 - In addition, the Lessor may recover any further damages due.
- 4.2 The monthly rental rate is subject to annual increases. The Lessor shall give the Tenant thirty

- (30) days' written notice on the first day of any month of any increase, and this lease shall be deemed altered if the Tenant continues his occupancy beyond the effective date of the increase.
- 4.3 The Lessor may, at its option, take possession of the goods in any leased workshop by virtue of the Landlord's lien if the lease is in default for over 30 (Thirty) calendar days.
- 4.4 If the rental is paid in advance for 12 months, the 13th month will be rent-free.
- 4.5 Rentals paid in advance are not refundable.
- 4.6 Should the Tenant vacate before the end of the 12-month rental period, no rental refund shall occur, and the rentals shall be the Lessor liquidated damages for early termination.
- 4.7 Electricity on the premises is prepaid and is payable by the Tenant.
- 4.8 Water is charged at a monthly rate of R 100.00

5. RENT PAYMENT METHOD:

5.1 All rental, levies and security amounts shall be paid by EFT into the following bank account:

Prime Storage And Workshops Banking Details:

ABSA Bank Cheque Account

Shelley Beach Branch Code: 632005 Account

Number: 4109 2990 61

The Unit/Workshop number will be the reference when making payment.

6. OPTION TO RENEW

If the terms and conditions of this lease have been faithfully carried out, then there shall be an option to renew this lease Agreement for a further one (1) year.

- 6.1 The existing lease shall be deemed to be renewed for 1 calendar year unless the Lessee gives termination notice in writing to the Lessor at least two (2) calendar months before the expiry of the remaining period of this lease. The rental of the new leased period will include the rental increase.
- 6.2 The remaining terms and conditions applicable during the renewal period shall be the same terms and conditions applicable during the initial period of this lease.

7. SCHEDULE OF CONDITIONS

The schedule of conditions attached hereto and signed by the parties' forms an integral part of this lease and shall be regarded as expressly incorporated into this Agreement.

SIGNED by the Lessor atAS WITNESSES:	on the	of	2024
1.			
2			

	Lessor (duly authorised)	
SIGNED by the Lessee atAS WITNESSES:	on the of	2024
1.	_	
2.	 Lessee (duly authorized)	

SCHEDULE OF CONDITIONS

1. USE OF PROPERTY:

- 1.1 The Tenant shall not use the workshop for any unlawful purposes or for storing hazardous materials or any items as defined in the Explosives Act, any hazardous material, any proceeds of crime, or any item that it is unlawful to possess in the contextual circumstances.
- 1.2 The Tenant shall not place or keep on the premises explosives, heavy items that will damage the floor, walls or roof, flammable liquids, stolen property, undocumented scrap metal or other goods prohibited by law and agrees to abide by any rules promulgated from time to time by the Lessor governing the use of these premised.
- 1.3 The Tenant shall not permit damage to the premises and warrants that it has inspected the leased premises and found it fit for purpose. It also indemnifies and holds the Lessor harmless from any claim or cause of action arising from the Tenant's use of the premises.
- 1.4 The Tenant retains and assumes responsibility for any loss or damage to property stored by the Tenant on the premises and may elect to provide insurance coverage for its goods, but the Landlord/Lessor shall not be obliged to insure any contents.
- 1.5 For the avoidance of doubt, the Lessor does not maintain insurance for the benefit of the Tenant which in any way covers any loss whatsoever that the Tenant may have or claim arising from renting the workshop space or premises, and the Tenant expressly indemnifies the Lessor from any losses and or damages to the Tenant's property caused by fire, theft, water, rainstorms, wind, explosion, riots, rodents, civil disturbances, insects, land vehicles, unlawful entry, vis major or any other cause whatsoever, nor shall the Lessor be liable in delict for any losses or injuries suffered by the Tenant and/or the Tenants guests or invitees or agents while on or about the Lessor's Property.

2 NO CLAIMS

- 2.1 The Lessee shall not have any claim of any nature whatsoever, whether for damages or otherwise, against the Lessor by reason of:
- 2.1.1 The premises or any part thereof being in a state of disrepair; or
- 2.1.2 Any damage or loss being sustained by the Lessee itself, its servants, agents or invitees or to the assets of such person in the premises as a result of *vis major* or *causus fortuitus* or any other cause whatsoever.

3 ACCESS AND SECURITY:

- 3.1 The Tenant shall be responsible for maintaining the security of the workshop and shall provide its locks.
- 3.2 The Landlord shall engage a third-party armed response company to monitor the premises, install security cameras, and install an electric fence, where feasible, for the security of the premises. The Landlord will take reasonable steps to secure the premises.
- 3.3 The Tenant acknowledges and agrees that the security measures implemented by the armed response company, including the installation of security cameras, electronic beams and an electric fence, are for the general security of the premises and do not guarantee the absolute security or safety of the Tenant's stored workshop contents.
- 3.4 The Tenant acknowledges that the Landlord shall not be liable for any loss or damage to the

- Tenant's stored workshop contents, including all risks not set out in clause 1.5 above, including but not limited to theft, vandalism, fire, or any other unforeseen events, regardless of the security measures in place.
- 3.5 The Tenant agrees to comply with all security protocols and procedures implemented by the armed response company and promptly report any security concerns or incidents to the Landlord.
- 3.6 The Tenant acknowledges that the Landlord's provision of security measures and engagement of a third-party armed response company does not create an absolute duty of care on the part of the Landlord regarding the security of the Tenant's stored items.
- 3.7 The parties confirm that the premises are not to be used for any form of occupation by any persons and are not residential.

4 MAINTENANCE AND REPAIRS AND PROPERTY RATES

- 4.1 The Landlord shall be responsible for maintaining the structural integrity of the workshop.
- 4.2 The Tenant shall be responsible for maintaining the workshop's cleanliness and hygiene and promptly notify the Landlord of any necessary repairs.
- 4.3 The Tenant agrees to maintain insurance coverage for personal property stored in the workshop, should it require insurance.
- 4.4 The Landlord will pay the property rates for the leased portion.
- 4.5 The Tenant shall keep the premises clean and sanitary, particularly in front of their unit, including the garden portion on their frontage space, and do regular cleaning and waste disposal.
- 4.6 The Tenant shall promptly notify the Landlord of any damage or maintenance issues that require attention within a reasonable timeframe.
- 4.7 The Tenant shall maintain fixtures and appliances in good working order, including changing light bulbs and water leaks from inside the workshop area, keeping drains on the inside of the building clean and free from debris, and maintaining the integrity of the electrical circuit and Electrical distribution board and prepaid meter on the inside of their unit.
- 4.8 The Tenant shall attend to any minor repairs and maintenance tasks, such as replacing filters or unclogging drains unless caused by the Landlord's negligence.
- 4.9 The Tenant undertakes to return the premises in the same condition found on termination of the lease.

5 TERMINATION

- 5.1 Notwithstanding the duration of the lease, the LESSOR may terminate this Agreement by providing 30 days of written notice to the other party if given on the first of the month. No reasons are required for the termination.
- 5.2 Upon lease expiration, the Tenant shall return the workshop to the Lessor in good condition and make good and in order. All rubbish from the workshop is to be cleared on vacation of the unit. Any rubble, removal or repairs to damage by the Lessor will be for the Tenant's account and deducted from the deposit.
- 5.3 There are no prorated rent refunds if the unit is vacated before the last day of the month, even if timeous notice is given. If the unit is vacated in the first or after the first of the month, a full month's rent is due.

6 GENERAL TERMS AND CONDITIONS:

The Tenant undertakes that at the termination of this lease, undisputed and vacant possession of the workshop shall be given to the Lessor in good condition as it is now, notwithstanding normal wear and tear. The Tenant also agrees not to let, sublet, or assign the whole or any part of the unit without prior written consent from the Lessor, which may not be unreasonably withheld. The Tenant agrees not to affix shelving or other articles to the walls, ceiling, or door. The Tenant must provide his lock and keep the unit always locked, using only one lock per unit door.

- Any personal property in the leased workshop, regardless of ownership, may be sold to satisfy the Lessor's lien if the Tenant defaults. The Lessor shall have a lien on all personal property stored within each workshop for rent, labour, or expenses reasonably incurred, pursuant to South African laws. All legal and other fees for moving, storage and/or sales costs associated with the sale of goods shall be borne by the Tenant.
- 6.2 Taking possession of the goods shall permit separate locking of the workshop door to prevent the Tenant's access to the workshop until all rental and arrears interest have been paid in full.
- 6.3 In the event of the Tenant's breach of contract due to late payment of rent, the Lessor reserves the right to place a lock on the premises. If the Tenant or any individual associated with the Tenant breaks or removes this lock without Lessor's prior written consent, a fine of R2000.00 shall be imposed. This fine shall be payable immediately upon demand by Lessor and shall not limit the Lessor's right to pursue any other remedies available under this lease agreement or applicable law.
- In an emergency, the Lessor shall have the right to enter the workshop with whatever reasonable force is necessary. The Lessor may, at its own discretion, deny access to the premises and/or workshop in case of inclement weather, emergencies, vis major, or any other rational reason.
- 6.5 The obligations contained in this lease shall extend to and be binding upon the parties, their heirs, executors, administrators, and assigns.
- 6.6 The Lessee shall keep the premises in a clean and sanitary condition and not permit the accumulation of any objectionable matter in or about the premises or cause any noxious odours to emanate from the premises and provide its cleaning services in respect of the premises to the reasonable satisfaction of the Lessor.
- 6.7 The Lessee shall not bring into or place any safe or other heavy article in the premises of the building without the Lessor's prior written consent, which shall not be unreasonably withheld and provided that the Lessee shall at his expense make good any damage to the premises or to the building brought about by the bringing of that safe or other heavy article into the premises or the removal of same from there.

7 DRIVEWAYS AND PARKING

- 7.1 The Lessee or its invitees shall not place or permit to be placed any sign, object or obstruction in the driveways, loading zones, or parking areas on the Sectional Scheme property which may impede their proper use.
- 7.2 The Lessee expressly agrees to park in the designated parking bays provided (if any).
- 7.3 The Lessee and the Lessee's customers, staff or invitees shall park any vehicle in any parking space on the property at their own risk, and the Lessor shall not be liable for any loss or damage whatsoever (whether due to its negligence or not) to any vehicle.
- 7.4 The Lessor shall not be liable for any personal accident, third-party claim, or theft arising from

- the use by the Lessee of such parking facilities, and the Lessee indemnifies the Lessor in this regard.
- 7.5 The Lessee further indemnifies the Lessor for any damage, theft or loss to the contents of the leased premises and holds the Lessor harmless and blameless.

8 DOORS, PLATE GLASS, WALLS, CEILING AND FLOORS

- 8.1 Shall keep and maintain all doors, any glass, the rental area and immediate surrounds (whether interior or exterior) in the Leased Premises in good order and condition;
- 8.2 Shall not drive any object into the walls, ceiling, floor of any part of the Leased Premises without the Landlord's prior consent;
- 8.3 Shall not do anything that damages any part of the Leased Premises's walls, ceiling, or floor without the Landlord's prior consent.
- **8.4** The Landlord agrees to provide a borehole water supply for the premises.
- 8.5 The Tenant acknowledges that the borehole water supply is subject to availability and may be affected by external factors beyond the Landlord's control. The Tenant shall not be held responsible for any disruptions or shortages in the borehole water supply beyond their control. The Landlord shall make reasonable efforts to promptly address any issues with the water supply, but the Tenant shall not be liable for any loss or damages resulting from a lack of water supply.

9 ELECTRICITY

9.1 The Tenant shall be responsible for the cost of the workshop electricity consumed, calculated using a Pre-paid meter system registered in the Landlord's name.

10 BOREHOLE WATER SUPPLY:

- **10.1** The Landlord agrees to provide a borehole water supply for the premises.
- 10.2 The Tenant acknowledges that the borehole water supply is subject to availability and may be affected by external factors beyond the Landlord's control. The Tenant shall not be held responsible for any disruptions or shortages in the borehole water supply beyond their control. The Landlord shall make reasonable efforts to promptly address any issues with the water supply, but the Tenant shall not be liable for any loss or damages resulting from a lack of water supply.

11 BREACH OF THE LEASE

- 11.1 Should the Lessee:
- 11.1.1 Fail to pay any amount due by the Lessee in terms of this lease on the due date thereof and after having been given seven (7) days' notice in writing to effect payment or
- 11.1.2 Commit any other breach of any condition of this lease and fail to remedy that breach within 3 days after the giving of written e-mail notice to that effect to it by the Lessor or
- 11.1.3 Attempt to remove any of its assets from the premises other than in the ordinary course of business or
- 11.1.4 Suffer a default or consent judgment against it and fail to satisfy such judgment within five days of its coming to the Lessee's notice or
- 11.1.5 Consistently breach any of the conditions of this lease in such manner as to justify the Lessor in holding that the conduct of the Lessee is inconsistent with the intention or ability of the Lessee to observe the conditions of this lease or
- 11.1.6 Then and in such event, the Lessor shall be entitled to cancel this lease and require the Lessee

- to vacate the premises without prejudice to any other claim for damages, which it may have against the Lessee as a result thereof.
- 11.2 Should the Lessor cancel this lease, the Lessor may take whatever action may be necessary, including proceedings by way of motion in any competent court, for the immediate ejectment of the Lessee and all persons claiming by, through or under it, from the Premises, without prejudice to the Lessor's right to claim rent and exercise its lien and hypothec and other monies due up to the date upon which the Lessor may regain possession of the premises and such further damages as the Lessor may be sustained.
- 11.3 Should the Lessor institute legal proceedings against the Lessee which might arise out of the Lessee's breach of this lease, the Lessee shall pay the Lessor's legal costs on a scale as between attorney and client.
- 11.4 mutatis mutandis, in the event that the Lessor is in breach of the rights and obligations conferred to it in this lease Agreement, the Lessee shall be entitled to place the Lessor in breach within 7 days after the giving of written e-mail notice to that effect to it by the Lessee.
- 11.5 The Tenant gives express consent to the act of spoliation namely the Landlord separately locking the rented premises in the event of breach and waives all rights to damages or legal costs arising therefrom.

12 BODY CORPORATE RULES

- 12.1 The parties acknowledge that the leased premises is located within a Scheme as contemplated by the Sectional Titles Act and that by operation of law, the Scheme has to have Conduct Rules in place.
- 12.2 The Tenant agrees to abide by the Conduct Rules as may be amended from time to time and indemnifies the Landlord in respect of any breach of the Conduct Rules and also acknowledges that a breach of the Conduct Rules may *ipso facto* constitute a breach of this Agreement.

13 GOVERNING LAW:

- 13.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.
- 13.2 Any dispute, controversy, or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be resolved through amicable negotiations and failing negotiation or by mediation between the parties, by an independent objective mediator.
- 13.3 If the dispute is not resolved through mediation, then the parties may, if they both agree, proceed to arbitration in terms of the provisions of the Arbitration Act, with the rule to be agreed with the Arbitrator.
- 13.4 If any dispute is the subject of litigation, then the parties agree that any legal action, including for breach of rental payments or proceeding arising out of or in connection with this Agreement, shall be brought exclusively in the Magistrate's courts of South Africa.

14 WHOLE AGREEMENT, NO VARIATION

14.1 This Agreement constitutes the whole Agreement between the parties and no warranties or representations, whether express or implied, will be binding other than as recorded in the Agreement. Any variation or amendment is only binding if recorded in writing and signed by the parties. Each party acknowledges receipt of a copy of this Agreement.

SIGNED by the Lessor at	on the of	2024
AS WITNESSES:		
3	_	
4.	Lessor (duly authorised)	
SIGNED by the Lessee atAS WITNESSES:	on the of	2024
3	_	
4	 Lessee (duly authorized)	

AIRPORT PARK BODY CORPORATE SS 170/2008 CONDUCT RULES

ANIMALS, REPTILES AND BIRDS

- 1.1.1 An owner or occupier of a section shall not, without the consent in writing of the trustees, which approval may not unreasonably be withheld, keep any animal, reptile or bird in a section or on the common property.
- 1.1.2 When granting such approval, the trustees may prescribe any reasonable condition.
- 1.1.3 The trustees may withdraw such approval in the event of any breach of any condition prescribed in terms of sub rule 2.

REFUSE REMOVAL

An owner or occupier of a section shall:

- 1.1.3.1 maintain in a hygienic and drey condition, a receptacle for refuse within his section, his exclusive use area or on such part of the common property as may be authorised by the trustees in writing;
- 1.1.3.2 ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;
- 1.1.3.3 for the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the trustees;
- 1.1.3.4 when the refuse has been collected, promptly return such receptacle to his section or other area referred to in paragraph 1.1.3.1

VEHICLES

- 1. No owner or occupier shall park or stand any vehicle upon the common property or permit or allow any vehicle to be parked or stood upon the common property, without the consent of the trustees in writing.
- 2. The trustees may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked, standing or abandoned on the common property without the trustee's consent.
- 3. Owners and occupiers of sections shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid on the common property or in any other way deface the common property.
- 4. No owner or occupier shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, an exclusive use or in a section.

DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY

1. An owner or occupier of a section shall not mark, paint, drive nails or screws or the like into, or otherwise damage or alter, any part of the common property without first obtaining the written consent of the trustees.

- 2. Notwithstanding subrule (1), an owner or person authorised by him may install-
 - Any locking device, safety gate, burglar bars or other safety device for the protection of his section: or
 - Any screen or other device to prevent the entry of animals or insects; provided that the trustees have first approved in writing the nature and design of the device and the manner of its installation.

APPEARANCE FROM OUTSIDE

The owner or occupier of a section used for residential purposes shall not place or do anything on any part of the common property, including balconies, patios, stoeps, and gardens which, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.

SIGNS AND NOTICES

No owner or occupier of a section, used for residential purposes, shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or of a section, so as to be visible from outside the section, without the written consent of the trustees first having been obtained.

LITTERING

An owner or occupier of a section shall not deposit, throw or permit or allow to be deposited or thrown on the common property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

LAUNDRY

An owner or occupier of a section shall not, without the consent in writing of the trustees, erect his own washing lines, not hang any washing or laundry or any other items on any part of the building or the common property to be visible from outside the buildings or from any sections.

STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS

An owner or occupier of a section shall not store any material, or do or allow to be done, any other dangerous act in the building or on the common property which will or may increase the rate of the premium payable by the body corporate on any insurance policy.

LETTING OF UNITS

All tenants of units and other persons granted rights of occupancy by any owner of the relevant unit are obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.

ERADICATION OF PESTS

An owner shall keep his section free of white ants, bore and other wood destroying

insects and to this end shall permit the trustees, the managing agent, and their duly authorised agents or employees, to enter upon his section from time to time for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection, eradicating any such pests as may be found within the section, replacement of any woodwork or other material forming part of such section which may be damaged by any such pests shall be borne by the owner of the section concerned.

SIGNED by the Lessor atAS WITNESSES:	on the of	2024
_		
5	_	
6	Lessor (duly authorised)	
SIGNED by the Lessee atAS WITNESSES:	on the of	2024
5	_	
6	 Lessee (duly authorized)	
	LESSEE (UUIV dULIIOI IZEU)	