

LEASE AGREEMENT

Between

MK MAHLANGU

(ID No: 771228 0704 080)

(hereinafter referred to as “the Lessor”, a property owner in accordance with the laws of
the Republic of South Africa)

(Represented herein by **MK MAHLANGU** in his capacity owner of the outbuilding on the
property)

And

LESEDI LA BALOMO (PTY) LTD

(Reg No: 2015/450397/07)

(hereinafter referred to as “the Lessee” and a company duly incorporated in accordance
with the laws of the Republic of South Africa)

(Represented herein by **M Banda** in his capacity as the Director of the Company)

5.2 The lessee hereby chooses its address and domicilium citandi et executandi at
 Lesedi La Balomo (Pty) Ltd
 Stand no 1188 Mabaso Street
 Boekenhouthoek
 Empumalanga
 0458

6. MAGISTRATES COURT

The lessor and the lessee hereby consent to the jurisdiction of the Magistrate's Court of the Republic of South Africa of competent jurisdiction in respect of any action or proceeding which may be instituted by the lessor arising out of this Agreement or any renewal thereof but the lessor shall not be obliged to proceed in such Court.

7. DEFINITIONS

Wherever appropriate in this lease:

- 7.1 Words signifying the singular number shall include the plural and vice versa;
- 7.2 Words signifying males shall include females and vice versa;
- 7.3 The impersonal pronoun shall include the masculine or feminine pronoun;
- 7.4 Words referring to individual persons shall include persons of either sex, firms, associations, companies, partnerships, corporate bodies and close corporations;
- 7.5 Any reference to the period, currency, un-expired period, termination or date of termination of this lease shall include any renewal or extension thereof;
- 7.6 Any reference to the lessor shall include the lessor and its successor-in-title and their respective agents, employees, servants, contractors and workmen;

7.7 Any reference to the lessee shall include the lessee's agents, employees, servants, customers, clients, licences, contractors, invitees and guests;

7.8 The captions appearing in this lease are for reference purposes only and shall not be taken into account in interpreting any provisions of this lease.

THUS done and signed at Kwaggafontein On the 23 day of 07 2019.

AS WITNESS:

1. [Signature]
2. [Signature]

[Signature]
Signature of the lessor

AS WITNESS:

1. [Signature]
2. [Signature]

[Signature]
Signature of the lessee

SCHEDULE

1. DELAY IN COMMENCEMENT

Notwithstanding said Commencement Date, if for any reasons whatsoever the lessor cannot deliver possession of the machinery to the lessee on said date, then the lessee undertakes to accept such possession from such later date on which it will become available and in such case the lessee shall have no claim for damages or any right of action whatsoever against the lessor nor be entitled to terminate this lease by reason of the fact that the lessee will be unable to obtain possession of the premises on the said date provided, however, in such an event, the lessee will be entitled to a proportional remission of rent for the period from the commencement date to the date upon which occupation of the premises is tendered deposit payable by the lessee

2. PAYABLE BY LESSEES

The lessee shall on the signing of this lease undertakes monthly payments of an amount of R1 500, 00 hereto which guarantee shall be for the prompt payment by the lessee.

3. DISHONOURING OF CHEQUES

No indulgence, waiver or concession to the lessee in regard to the payment of rental or otherwise, shall be regarded as binding on the lessor, nor preclude the lessor from relying on the full rights and recourse available in terms hereof, it being specifically agreed that the payment of rental by way of cheque is an indulgence to the lessee, and in the event of such cheque being dishonoured for any reasons whatsoever, the lessee, shall be obliged to effect payment due in cash, and the lessee shall thereafter be obliged to likewise effect all further payments of any amounts due in terms hereof in cash and the lessor shall be entitled, in addition, to recover from the lessee, over and above the costs and other charges due in terms hereof the administration costs involved in re depositing or clearing such cheques, in an agreed amount of R50.00 per cheque, per deposit or clearance.

4. VARIATION

No variation of this Agreement shall be of any force or effect unless reduced to writing and signed by the lessor and the lessee or their agents.