



AIRPORTS COMPANY
SOUTH AFRICA

LEASE AGREEMENT

entered into between

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

("the Lessor")

and

("the Lessee")

TABLE OF CONTENTS

CLAUSE NUMBER	DESCRIPTION	PAGE NUMBER
1.	INTERPRETATION AND PRELIMINARY	1
2.	LEASE	3
3.	VALIDITY OF LEASE AGREEMENT	3
4.	PERIOD OF LEASE	4
5.	OCCUPATION	4
6.	RENTAL	4
7.	RATES AND TAXES	5
8.	OPERATING COSTS AND UTILITY CHARGES	5
8.1.	OPERATING COSTS	5
8.2.	UTILITY CHARGES	6
9.	SECURITY DEPOSIT	7
10.	BANK GUARANTEE IN LIEU OF DEPOSIT	8
11.	DEFECTS	9
12.	RELOCATION OF LESSEE	10
13.	DEVELOPMENT AT THE AIRPORT	11
14.	ALTERATIONS AND ADDITIONS	11
14.1.	ALTERATIONS.....	11
14.2.	PROVISION OF INFORMATION AND COMMUNICATIONS TECHNOLOGY ("ICT") SERVICES	12
15.	THE USE OF LESSOR'S INTELLECTUAL PROPERTY	13
16.	SUB-LETTING	14
17.	OBLIGATIONS OF THE LESSEE	15
17.1.	GENERAL	15
17.2.	RULES OF THE LESSOR	17
17.3.	COMPLIANCE WITH MANAGEMENT RULES OF LESSOR	18
17.4.	COMPLIANCE WITH LAWS	18
17.5.	POPIA.....	19
17.6.	FICA.....	19
17.7.	NUISANCE.....	20
17.8.	SIGNAGE	20
17.8.1.	<i>External Signage</i>	20
17.8.2.	<i>Interior Advertising</i>	21
18.	TAX COMPLIANCE	22
19.	ASSISTANCE AND AIRPORT REGULATIONS	22
20.	RIGHT OF ENTRY FOR INSPECTION	22
21.	GENERAL OBLIGATIONS OF THE LESSOR	22
22.	GENERAL AIRPORT ENVIRONMENT AND FURTHER RIGHTS OF THE LESSOR	23
22.1.	COMMON AREAS AND FACILITIES.....	23
22.2.	PROVISION OF SERVICES	24
22.3.	PARKING AREAS AND DRIVEWAYS	25
23.	DAMAGE OR DESTRUCTION OF THE BUILDING	25

TABLE OF CONTENTS

CLAUSE NUMBER	DESCRIPTION	PAGE NUMBER
24.	INDEMNITY, PUBLIC LIABILITY & INSURANCE	26
25.	ACKNOWLEDGEMENT OF DEBT	27
26.	APPROPRIATION OF PAYMENTS	28
27.	CONFIDENTIALITY	28
28.	RENEWAL OF THE LEASE	29
29.	TERMINATION OF THIS AGREEMENT	29
30.	CANCELLATION	30
31.	HOLDING OVER	32
32.	ANTI-CORRUPTION UNDERTAKINGS	33
33.	DISPUTE RESOLUTION	333
33.1.	GENERAL DISPUTE RESOLUTION	333
33.2.	URGENT RELIEF	35
33.3.	CONTINUED PERFORMANCE	35
34.	MISCELLANEOUS MATTERS	35
34.1.	POSTAL ADDRESSES	35
34.2.	ADDRESSES FOR SERVICE OF LEGAL DOCUMENTS	35
34.3.	CHANGE OF NAME	36
34.4.	INTEREST ON ARREARS	36
34.5.	ENTIRE AGREEMENT	36
34.6.	REPRESENTATIONS	36
34.7.	VARIATION, CANCELLATION AND WAIVER	37
34.8.	NO INDULGENCES	37
34.9.	LAW TO APPLY	37
34.10.	SEVERABILITY	37
34.11.	CONSENT NOT TO BE UNREASONABLY WITHHELD	37
34.12.	COUNTERPARTS	37
34.13.	COSTS	38
34.14.	PREMISES INSTALLATION	38
35.	CESSION AND ASSIGNMENT	38
36.	FORCE MAJEURE	38
37.	SPECIAL TERMS AND CONDITIONS	39
38.	RELATIONSHIP OF THE PARTIES	39
39.	EMPLOYMENT EQUITY	39
40.	BROAD-BASED BLACK ECONOMIC EMPOWERMENT	39
41.	TRANSFORMATION PLAN	40

TABLE OF CONTENTS

CLAUSE NUMBER	DESCRIPTION	PAGE NUMBER
ANNEXURE A	: (CONTRACT DATA) FURTHER MATERIAL TERMS OF LEASE	43
ANNEXURE B	: RESOLUTION OF THE LESSEE	45
ANNEXURE C	: PLAN	46
ANNEXURE D	: IRREVOCABLE PAYMENT GUARANTEE	47
ANNEXURE E	: AIRSIDE SERVICE PROVIDER AGREEMENT N/A	49
ANNEXURE F	: MANAGEMENT RULES	50
ANNEXURE G	: CONDITIONS OF USE N/A	57
ANNEXURE H	: FORM OF SPECIAL TERMS AND CONDITIONS	58
ANNEXURE I	: ANTI-CORRUPTION UNDERTAKINGS	59

CONFIDENTIAL

INITIAL HERE:

Lessor

Lessee

PREAMBLE

It is recorded that:

- I. the Lessor wishes to Lease the Premises to the Lessee and the Lessee wishes to Lease the Premises from the Lessor; and
- II. the Parties hereby record the terms and conditions of the Lease in this Agreement.

WHEREBY IT IS AGREED AS FOLLOWS:**1. INTERPRETATION AND PRELIMINARY**

The headings to the clauses in this Agreement are for the purpose of convenience and reference only. They shall not be used to interpret, modify or amplify the terms of this Agreement or any clause hereof. Unless a contrary intention clearly appears:

- 1.1. words importing:
 - 1.1.1. any one gender includes the other gender;
 - 1.1.2. the singular includes the plural and *vice versa*; and
 - 1.1.3. natural persons include created entities (incorporated or unincorporated) and the state and *vice versa*;
- 1.2. the following terms shall have the meanings assigned to them hereunder and expressions shall have a corresponding meaning, namely:
 - 1.2.1. "**Affiliate**" means in relation to any person; (a) any entity controlled, directly or indirectly by that person; (b) any entity that controls, directly or indirectly, that person, or (c) any Entity under common Control with that person;
 - 1.2.2. "**Agreement**" means this agreement, together with all annexures hereto;
 - 1.2.3. "**Airport**" means the airport identified in **Annexure A (Contract Data)**;
 - 1.2.4. "**Airside Service Provider Licence Agreement**" means the agreement, if applicable, concluded or to be concluded between the Lessor and the Lessee (which is attached hereto as **Annexure E**) in terms of which the Lessor grants the Lessee the right to operate and conduct Business on the airside areas at the Airport and the Lessee agrees to be bound by the airside rules and regulations relating to the Airport;
 - 1.2.5. "**Annexure**" means an annexure attached to this Agreement;

- 1.2.6. **"Beneficial Occupation Date"** means the date recorded as such in Annexure A (Contract Data);
- 1.2.7. **"Building"** means the building situated at the Airport, more fully described in **Annexure A (Contract Data)**;
- 1.2.8. **"Business"** means the business or activity to be conducted by the Lessee from the Premises as detailed in **Annexure A (Contract Data)**;
- 1.2.9. **"Business Day"** means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;
- 1.2.10. **"Commencement Date"** means the date recorded as such in **Annexure A (Contract Data)**;
- 1.2.11. **"Common Areas"** means the areas in the Building and/or at the Airport which are not leased or allocated to any person for its exclusive use including but not limited to passages, parking areas, sidewalks, driveways, entrances, exits, loading docks, ramps, stairways, toilets and other amenities;
- 1.2.12. **"Conditions of Use Document"** means the conditions of use of the Airport and the Building, if applicable (which is attached as **Annexure G**), in terms of which the Lessee agrees to be bound and to operate and conduct the Business in the Airport and the Building;
- 1.2.13. **"Guaranteed monthly rental"** means the minimum amount payable by the Lessee to the Lessor as consideration for the leasing of the premises irrespective of the Lessee's turnover;
- 1.2.14. **"Lease"** means the agreement constituted by this Lease Agreement, including all annexures, schedules, and written amendments thereto, in terms of which the Lessor leases the Premises to the Lessee subject to the terms and conditions set out herein;
- 1.2.15. **"Lessee"** means the party identified as such in **Annexure A (Contract Data)**, herein represented by the signatory hereto, duly authorised in terms of the resolution attached hereto as **Annexure B (Resolution of the Lessee)**;
- 1.2.16. **"Lessor"** means the Airports Company South Africa SOC Limited, registration number 1993/004149/30;
- 1.2.17. **"Parties"** means, collectively, the **Lessor** and the **Lessee** to this **Agreement**;
- 1.2.18. **"Party"** means the **Lessor** or the **Lessee** each of whom is individually bound by, and entitled to enforce, the terms and conditions of this **Agreement**;
- 1.2.19. **"Premises"** means that portion of the Building described in **Annexure A (Contract Data)** and demarcated as such on the plan annexed to this agreement;
- 1.2.20. **"Property"** means the property described in **Annexure A (Contract Data)**;

- 1.2.21. **"Rental"** means the amount payable by the Lessee to the Lessor as consideration for the leasing of the Premises as recorded in **Annexure A (Contract Data)**;
- 1.2.22. **"Signature Date"** means the date of signature of this Agreement by the Party signing last in time;
- 1.2.23. **"Termination Date"** means the date when this lease Agreement effectively ends or expires recorded as such in **Annexure A (Contract Data)**;
- 1.2.24. **"Utility Charges"** means the charges for electricity, water, gas, voice and data line connections and usage, etc consumed or used in or on the Premises as levied by any competent Lessee or authorised authority;
- 1.2.25. **"VAT"** means value added tax levied under the Value-Added Tax Act, 89 of 1991 as amended;
- 1.3. all amounts payable under this Agreement shall be exclusive of VAT;
- 1.4. when any number of days is prescribed in this Agreement, same shall exclude the first and include the last Business Day;
- 1.5. where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in this clause;
- 1.6. the use of the word "including" followed by specific examples shall not be construed as limiting the meaning of the general wording preceding it;
- 1.7. expressions defined in this Agreement shall bear the same meanings in the annexures to this Agreement which do not contain their own definitions;
- 1.8. the rule of construction that the contract shall be interpreted against the party responsible for the drafting or preparation of the contract shall not apply; and
- 1.9. any reference to an enactment in this Agreement is to that enactment at the Signature Date and as amended or re-enacted from time to time.

2. LEASE

The Lessor leases the Premises to the Lessee, who accepts them exclusively for operating a Business under this Agreement and for no other purpose without the prior written consent of the Lessor.

3. VALIDITY OF LEASE AGREEMENT

- 3.1. The Parties agree that, notwithstanding the commencement date, the lease Agreement between the parties shall not be valid, binding and enforceable unless signed by both Parties.

- 3.2. Notwithstanding the provisions of the clause above, the lease Agreement negotiated between the Parties shall be signed within three months of presentation for signing, failing which it shall not be valid, binding or enforceable.

4. PERIOD OF LEASE

Notwithstanding the Signature Date (but subject to the provisions of clause 5 Occupation) and the conclusion and continued operation of the Airside Service Provider Concession Agreement, if applicable this Lease shall commence on the Commencement Date and unless terminated earlier, shall terminate on the Termination Date, the terms of which are reflected in **Annexure A (Contract Data)** attached.

5. OCCUPATION

- 5.1. Subject to the Lessee providing the required FICA documents (clause 17.6), required form of security in the form of deposit or guarantee (clause 9 and 10) and, if applicable, signing the Airside Service Provider Concession Agreement, the Lessee shall be granted possession and occupation of the Premises on the Beneficial Occupation Date or another date agreed in writing by the Parties.
- 5.2. If the Premises are not ready for occupation by the Lessee on the Beneficial Occupation Date for whatever reason, the Lessee shall have no claim of whatsoever nature against the Lessor, including but not limited to cancellation of this Agreement or for damages and the Beneficial Occupation Date shall be postponed until 5 (five) Business Days after the date upon which the Lessor notifies the Lessee in writing that the Premises are available for occupation. In such instance, the Commencement Date and the Termination Date shall be extended for an equivalent period. The Lessee shall be responsible for ensuring compliance with any operational and regulatory requirements.
- 5.3. No penalties whatsoever shall be payable by the Lessor to the Lessee resulting from the Premises not being ready for occupation on the Beneficial Occupation Date.
- 5.4. The Landlord does not warrant that the Premises are suitable for the purpose for which the Lessee wishes to lease the Premises.

6. RENTAL

- 6.1. The Lessee shall effect payment to the Lessor each month of the Monthly Rental in the amount recorded in **Annexure A (Contract Data)**.
- 6.2. Such Rental and operating costs shall:
- 6.2.1. be payable monthly in advance, on or before the first Business Day of each and every successive month;
- 6.2.2. utility Charges shall be payable within 30 (thirty) days of presentation of an invoice by the Lessor;

- 6.2.3. be paid without any deductions, bank charges, set-off or exchange, into the Lessor's bank account as detailed in **Annexure A (Contract Data)** by way of a debit order or electronic funds transfer (or as otherwise specified by the Lessor in writing) and forthwith upon such payment, the Lessee shall furnish the Lessor with documentary proof, reasonably satisfactory to the Lessor, of having effected payment; and
- 6.2.4. be deemed to have been made only once the full amount has cleared and reflects as available funds in the Lessor's designated bank account.
- 6.3. Unless the Lessor expressly states otherwise in writing, in the event that the Lessee, for whatever reason, remains in occupation after Termination Date, the Monthly Rental shall escalate by the percentage stipulated in **Annexure A (Contract Data)** from Termination Date. In addition to the escalated Monthly Rental, the Lessee shall pay an extra amount equivalent to 100% of the Monthly Rental for each month the Lessee remains in occupation after the Termination Date.

7. RATES AND TAXES

- 7.1. The Lessee shall be liable to pay an amount towards the Lessor's payments of rates and taxes relating to the Premises. Such amount shall bear the same ratio as the rental of the Premises bears to the aggregate rental of all the Premises leased by the Lessor to third parties on the Property from time to time.
- 7.2. If at any time after the Signature Date there is any increase or new imposts of any taxes, levies, imposts, charges and/or other amounts (collectively "**Charges**") levied and/or payable in respect of the Property, the Building and/or the Premises and/or any new Charges are levied and/or become payable, then the Lessor shall be entitled to recover from the Lessee from time to time, with effect from the date on which the relevant amount becomes payable, the full amount thereof if it relates exclusively to the Premises and/or the Building or if it does not, an amount which bears the same ratio to such new Charge, as the case may be, as the Rental of the Premises bears to the aggregate rental of all the premises leased by the Lessor to third parties on the Property from time to time.
- 7.3. Any amount due by the Lessee to the Lessor in terms of this clause shall be payable within 30 (thirty) days after delivery to the Lessee of a written notice advising the Lessee thereof or in the event of a dispute arising shall be payable within 30 (thirty) days after the delivery to the Lessee of the certificate referred to in clause 7.4 hereof.
- 7.4. A certificate signed by any manager or director of the Lessor of the amount due by the Lessee and the date on which it is payable in terms of this Agreement shall be prima facie evidence of the amount due by the Lessee.

8. OPERATING COSTS AND UTILITY CHARGES

8.1. OPERATING COSTS

- 8.1.1. The Lessee shall be liable for a pro-rata percentage as stipulated in **Annexure A (Contract Data)** of all operating costs stipulated in **Annexure A (Contract Data)** which amount shall

constitute a reimbursement by the Lessee to the Lessor in respect of, amongst others, the following costs and charges which may be incurred by the Lessor in respect of the Property and Building:

- 8.1.1.1. electricity and water consumption in the common areas;
 - 8.1.1.2. costs in respect of sewerage;
 - 8.1.1.3. costs of cleaning the Common Area;
 - 8.1.1.4. costs of providing security;
 - 8.1.1.5. costs of insuring;
 - 8.1.1.6. costs of building amenities including towel and toilet facilities;
 - 8.1.1.7. costs of rent collection;
 - 8.1.1.8. costs of repairs and maintenance of the exterior of the Property and Building;
 - 8.1.1.9. costs of operating the central air conditioning system; and
 - 8.1.1.10. costs of refuse removal.
- 8.1.2. The operating costs payable by the Lessee to the Lessor under this clause shall escalate on each anniversary of the Commencement Date by the percentage stipulated in **Annexure A (Contract Data)**.

8.2. UTILITY CHARGES

- 8.2.1. The Lessee acknowledges that he/she is also liable for Utility Charges in the Premises as follows:
- 8.2.1.1. the Lessee shall, on demand, pay Utility Charges to the Lessor or directly to the relevant Lessee or authority, as the Lessor may require. The Lessee indemnifies the Lessor against any and all claims that any such Lessee or authority may have against the Lessor for the payment of Utility Charges for the currency of this Agreement. Should the Lessor for any reason whatsoever have paid directly to the relevant Lessee or authority any sums referred to in this clause in respect of any period during the currency of this Agreement, the Lessee shall, on demand, refund such amount to the Lessor; and
 - 8.2.1.2. the Lessor may, in its absolute discretion and at any time, install a meter for the purpose of measuring water and/or electricity consumption on the Premises and may render to the Lessee a monthly account in respect of the water and/or electricity so consumed by the Lessee. Such account is payable on demand each month in arrears.

- 8.2.2. In the event that the Lessor exercises its right in terms of clause 8.2.1.2 above, the Lessee shall ensure that all meters installed on the premises are protected from damage or tampering. Any damage to or interference with such meters shall be promptly reported to the Lessor and repaired at the Lessee's cost.
- 8.2.3. In the event that the Lessor elects to supply electricity to the Lessee, then:
- 8.2.3.1. the Lessee shall, on demand, pay to the Lessor the costs of all electricity consumed in or on the Premises as metered for the Premises. The calculation of such costs shall be based on metered unit consumption. The charges for consumption of electricity shall be calculated per kWh;
- 8.2.3.2. in the event that no electricity meter has been installed on the Premises or such meter fails, the Lessee shall be liable for the Lessee's share of all electricity consumed in respect of the Property and/or the Building during the period that such consumption was not metered in accordance with **Annexure A (Contract Data)**;
- 8.2.3.3. the Lessee shall, on demand, pay to the Lessor the Lessee's share of all electricity charges in respect of the Property and/or the Building that are payable other than charges for metered consumption. Such charges are known as service charges (which are calculated per day), demand charges (which are calculated per kVA per day), additional charges (calculated per kVA per day) and miscellaneous charges.
- 8.2.4. In the event that the Lessor elects to supply water to the Lessee:
- 8.2.4.1. then the Lessee shall, within 30 (thirty) days of presentation of an invoice by the Lessor;
- 8.2.4.2. then the Lessee shall pay to the Lessor the cost of water consumed by the Lessee within 30 (thirty) days of presentation of an invoice by the Lessor; or
- 8.2.4.3. pay to the Lessor the cost of water consumed in or on the Premises as metered for the Premises.
- 8.2.5. In the event that no water meter has been installed on the Premises or such meter fails, the Lessee shall be liable for the Lessee's Share as per **Annexure A (Contract Data)** of all water consumed in respect of the Property and/or the Building during the period that such consumption was not metered.
- 8.2.6. For purposes hereof, electricity and water charges shall be determined at prevailing municipal rates plus VAT.

9. SECURITY DEPOSIT

- 9.1. On the last date of signature hereof the Lessee shall deliver to the Lessor security acceptable to the Lessor in its reasonable discretion, for the due and punctual fulfilment of all obligations and the due and punctual payment of all sums of money which may at any time be or become owing by the Lessee

to the Lessor in terms of this Agreement. Such security deposit shall be in an amount of not less than the amount stipulated in **Annexure A (Contract Data)**. The security deposit shall, at the Lessor's election (which shall be communicated in writing to the Lessee), take the form of:

- 9.1.1. a cash deposit; or
- 9.1.2. an irrevocable, unconditional payment guarantee issued by a registered bank acceptable to the Lessor substantially in the form contained in **Annexure D (Irrevocable Payment Guarantee)**.
- 9.2. Any and all interest accruing to the security deposit shall accrue to the sole benefit of the Lessee.
- 9.3. The Lessor shall have the right to apply the whole or any part of such security deposit (excluding any interest accruing thereon) towards the payment of any amount or liability in respect of which the Lessee may become liable to the Lessor under this Agreement. The Lessor shall notify the Lessee in writing of any utilisation of such security deposit by it for such purpose and forthwith upon receipt of such notification by the Lessee, the Lessee shall be obliged to effect payment in cash to the Lessor of such amount as may be required to reinstate the security deposit to the amount contemplated in clause 9.1.
- 9.4. The Lessee shall not, under any circumstances, be entitled to set-off against the security deposit any amount payable by it in terms of this Agreement.
- 9.5. The security deposit, or any balance thereof still remaining, shall be released to the Lessee 3 (three) months after expiry of this Agreement or at a later date until the discharge by the Lessee of all its obligations, if such date is later than 3 (three) months.
- 9.6. Notwithstanding that the Lessee shall furnish the Lessor with the security deposit as contemplated in this clause, the Lessor reserves the right to require the Lessee to procure further security for its obligations under the Lease as it deems appropriate in the circumstances.

10. BANK GUARANTEE IN LIEU OF DEPOSIT

- 10.1. Should the Lessee elect to furnish a bank guarantee from a registered financial institution in favour of the Lessor in lieu of Deposit, the amount of guarantee is calculated as:
 - 10.1.1. being the sum of three months or last three months of the final year's Monthly Rental of the lease as stipulated in this Agreement;
- 10.2. The Bank Guarantee shall remain valid until six months after the Termination Date or after complete discharge of all Lessee's obligations in terms of this Agreement whichever comes later. **The validity**

- 10.3. period of the Bank Guarantee may be extended upon expiry, if necessary, to ensure the fulfilment of all the LESSEE's obligations under this agreement.
- 10.4. Should the Bank Guarantee not be furnished by the Lessee to the Lessor on the due date or should the financial institution that issued the Bank Guarantee withdraw therefrom, then the Lessee shall forthwith furnish the Lessor with a cash deposit.
- 10.5. The Lessee shall do all the things necessary in order to ensure that the financial institution advises the Lessor of any withdrawal or cancellation or amendment to the Bank Guarantee.

11. DEFECTS

- 11.1. The LESSOR and the Lessee shall jointly, before the Lessee takes occupation of the Premises, inspect the Premises. The LESSEE shall, during this inspection, record the condition of the Premises and Appurtenances (including details of any structural defects or missing Appurtenances), on the Inspection Form attached to the Agreement, marked **Annexure K (Inspection Form)** The Lessee shall notify the Lessor, in writing, within 10 (ten) business days of the joint inspection, of any structural defects or missing Appurtenances.
- 11.2. Should the Lessee fail to provide such notice within the stipulated period, the Lessee shall be deemed to have:
- 11.2.1. fully inspected the Premises and the Appurtenances;
- 11.2.2. acknowledged that the Premises and the Appurtenances are in good order, condition, and repair, and free of any defects; and
- 11.2.3. waived any right to later claim that the Premises or any part thereof was delivered in a defective or incomplete state.
- 11.3. No claim or defence by the Lessee relating to any alleged defect or incomplete condition of the Premises or the Appurtenances shall be entertained by the Lessor after the expiry of the ten (10) Business Day period, unless the Lessor has, in writing, expressly waived this limitation.
- 11.4. The Lessor, in its sole discretion, may, at its cost repair and/or replace (it being in the Lessor's sole discretion as whether to repair and/or replace) any Appurtenances so reflected as defective or damaged in such notice within a reasonable period of receipt of such notice by it. To the extent that any defective or damaged Appurtenances are not repaired and/or replaced by the Lessor, the Lessor shall record that these have not been repaired or replaced in the notice and forward a copy thereof to the Lessee. On the Termination Date or such earlier or later date as the Lease terminates for any reason whatsoever, the Lessee shall not be liable for the repair and replacement of the defective or damaged Appurtenances recorded as such in the notice.
- 11.5. The Lessor shall remain liable for the repair of any latent defects in the Premises or Appurtenances that manifest during the Lease Period, provided such defects were not caused by the Lessee's negligence or misuse.

- 11.6. At the expiration of the Agreement, the Lessor and the Lessee shall arrange a joint inspection of the Premises and Appurtenances, to take place within a period of 3 (THREE) days prior to the expiration date with a view to ascertain if there were any damages caused to the Premises or Appurtenances before the Lessee vacates the Premises.
- 11.7. The initial Inspection Form attached to the Agreement, marked **Annexure K (Inspection Form)** shall be utilised for this purpose and any damages or lost items so recorded, except any damage initially recorded and not repaired by the Lessor in accordance with clause 11.4, shall be repaired or replaced by the Lessee before the Lessee vacates the Premises.
- 11.8. Should the Lessee fail to repair such damages to the Premises or Appurtenances or fail to replace any missing articles, the Lessor may apply the Lessee's deposit and interest towards the payment of all amounts for which the Lessee is liable under this AGREEMENT.
- 11.9. Should the Lessee fail to respond to the Lessor's request for an inspection, the Lessor shall, on expiration of the Agreement, inspect the Premises within 7 (SEVEN) days from such expiration in order to assess any damages or loss which occurred during the Lessee's tenancy and may under these circumstances, without detracting from any other right or remedy of the Lessor, deduct from the Lessee's deposit and interest the reasonable cost of repairing damage to the Premises and/or Appurtenances and replacing lost items.

12. RELOCATION OF LESSEE

- 12.1. The Lessor shall have the right, at any time during the currency of the Lease and on 6 (six) months prior written notice to the Lessee, to relocate the Lessee to another location within the Building or at the Airport provided that:
- 12.1.1. the Lessor shall use its reasonable endeavours to relocate the Lessee to a comparable and no less advantageous location;
- 12.1.2. the Lessor shall use its reasonable endeavours to ensure that the new Premises is fit for occupation and available to the Lessee no less than 20 (twenty) Business Days prior to the date on which the Lessee must vacate the Premises in terms of the notice;
- 12.1.3. the Lessor shall be liable for payment of all reasonable costs attendant on relocating the Business to such new location; and
- 12.1.4. the Lessee shall have no claim against the Lessor in respect of consequential damages.
- 12.2. Within 10 (ten) Business Days from the date of receipt by the Lessee of the Lessor's relocation notice (but not thereafter), the Lessee may, by written notice to the Lessor, terminate this Lease with effect from the last day of the 3 (three) month period contemplated in the Lessor's relocation notice, whereupon:
- 12.2.1. all arrear obligations owing by the Lessee to the Lessor in respect of this agreement as at the date of such termination shall remain extant; and

12.2.2. neither Party shall have any claim against the other arising from or relating to such termination.

13. DEVELOPMENT AT THE AIRPORT

13.1. The Lessor shall be entitled, at all times, subject to reasonable notice to the Lessee to effect any repairs, alterations, improvements or additions to the Premises and/or the Building and/or the Airport (generically referred to as the “**Development**”) as it may require or as may be prescribed by any lawful authority and the Lessor may for such purpose erect scaffolding, boarding and/or any other works in, at, near or in front of the Premises, together with such other devices as may be required by law or determined by the Lessor to be necessary or required in order to effect such Development or for the physical protection of any person. The Lessee acknowledges that it may suffer inconvenience and loss of beneficial occupation from building operations, noise and dust relating therefrom, or from any other cause whatsoever. The Lessor shall furthermore be entitled, to such access to or through the Premises as it may require for all the foregoing purposes, subject to providing reasonable notice to the Lessee and which access shall not be unreasonably withheld.

13.2. The Lessee shall have no right or claim against the Lessor for compensation or damages, reduction of Rental or otherwise by reason of any interference with its tenancy or its beneficial occupation of the Premises occasioned by any of the events contemplated in clause 13.1 or arising from any failure, interruption or cessation in the supply of water and/or electricity and/or air conditioning and/or other amenities in or to the Premises, the Building or the Airport. In exercising its rights in terms of this clause, the Lessor shall utilise its best endeavours to cause or create as little interference as possible with the Lessee’s beneficial occupation of the Premises.

14. ALTERATIONS AND ADDITIONS

14.1. ALTERATIONS

14.1.1. The Lessee shall not make any alterations, additions, improvements or renovations of a structural nature to the Premises, whether minor or structural, (generically referred to as “Alterations”), without the prior written consent of the Lessor. Without derogating from the provisions hereof, the Lessor’s prior written consent to the proposed layout, quality and type of fixtures and fittings which the Lessee wishes to have installed in the Premises shall be required prior to the installation.

14.1.2. Any Alterations effected with the written consent of the Lessor shall be carried out by suitably qualified persons acceptable to the Lessor and shall, upon termination of the Lease, irrespective of the cause of such termination and subject to clause 14.1.4, become the property of and vest in the Lessor without any compensation to the Lessee. Additionally, if necessary, the Lessee shall be responsible for obtaining, at its cost, all necessary approvals, permits, and clearances from relevant authorities in respect of any Alterations.

14.1.3. Without derogating from the provisions of clause 14.1.4 the Lessee hereby waives and abandons every right and/or claim which it may have against the Lessor as a result of having made any Alterations.

- 14.1.4. The Lessee shall not be entitled, either before, during or after the termination of the Lease, to remove any Alterations without the prior written consent of the Lessor.
- 14.1.5. The Lessee shall, within 10 (ten) Business Days of being required by the Lessor to do so in writing, remove any Alterations made to the Premises without the prior written consent of the Lessor and the Lessee shall reinstate the Premises to the same condition they were in prior to undertaking such Alterations.
- 14.1.6. Upon the termination of the Lease for any reason whatsoever, the Lessor may, in its absolute discretion, require that the Lessee remove all Alterations made to the Premises during the term of this Lease and to restore the Premises to the same condition as it was in at the time the Lessee took occupation. Should the Lessee fail to do so, the Lessor shall be entitled to remove the Alterations and reinstate the Premises, the costs of which shall be for the account of the Lessee.
- 14.1.7. Additionally, if necessary, the Lessee shall be responsible for obtaining, at its cost, all necessary approvals, permits and clearances from relevant authorities in respect of any alterations.

14.2. **PROVISION OF INFORMATION AND COMMUNICATIONS TECHNOLOGY ("ICT") SERVICES**

- 14.2.1. No radio, television and/or digital satellite television equipment (whether receiving or transmitting) or antennae shall be used, installed, erected or affixed by or on behalf of the Lessee in or on the Property or the Airport without the prior written consent of the Lessor.
- 14.2.2. The Lessee shall not use, install, erect or affix or cause or permit the use or installation of any wireless technology (Wi Fi) or other equipment in or on the Property or the Airport which facilitates telecommunication services or wireless internet connectivity (and the Lessee shall not offer its customers, sub lessees and/or invitees any wireless or other telecommunications services) without the prior written consent of the Lessor.
- 14.2.3. If the Lessor provides its consent in terms of 14.2.1 and 14.2.2, the Lessee shall comply with the Lessor's policies and standards with regard to ICT and the equipment, antennae, technology and/or services referred to in 14.2.1 and 14.2.2. A copy of such policies and standards shall be provided to the Lessee upon request. The Lessor acknowledges and agrees that the Lessor's consent may be subject to such other reasonable conditions as the Lessor may determine in its sole discretion from time to time.
- 14.2.4. The Lessor shall have a right of first refusal to provide all or any of the following services in respect of the Property at reasonable, alternatively market related prices:
- 14.2.4.1. network cabling and/or fibre cabling;
- 14.2.4.2. access to the Lessor's Wireless Infrastructure;
- 14.2.4.3. IP Telephony;

14.2.4.4. Flight Information Display Systems (FIDS); and/or

14.2.4.5. Community Television (CATV) including DSTV.

14.2.5. If the Lessee requires all or any of the services referred to in 14.2.4.1 to 14.2.4.5 (both inclusive), the Lessee shall notify the Lessor thereof in writing. The Lessor shall be entitled (but not obliged), within 7 (seven) days after receipt of such written notice ("**First Period**"), to deliver a written quotation in respect of the supply of such services to the Lessee. Should such quotation not be delivered by the Lessor or is delivered but not accepted by the Lessee within the First Period, the Lessee shall be entitled to procure such services from any third party on terms and conditions not more favourable to such third party than those set out in such quotation; provided that if the Lessee has not appointed any such third party within thirty days after the date of expiry of the First Period, the foregoing provisions of this 14.2.5, shall again apply. The Lessee shall be obliged to provide the Lessor with such information as the Lessor may require to verify compliance by the Lessee with the provisions of this 14.2.5. For the avoidance of doubt:

14.2.5.1. the Lessor shall not approach any third party to supply all or any such services until the date of expiry of the First Period; and

14.2.5.2. the right of first refusal shall apply to each and every separate occasion where the Lessee requires all or any of such services with regard to the Property.

14.2.6. The Lessor shall be entitled at any time to inspect all or any of the ICT equipment, antennae, installations and/or infrastructure (including any cabling and IT infrastructure) on the Property from time to time. The Lessee shall be obliged to comply with any reasonable recommendations required to rectify any matter which may hinder, interfere with and/or adversely affect the Lessor's ICT equipment, antennae, installations and/or infrastructure at the Airport at the Lessee's cost; provided that should the Lessee not comply with such recommendations, the Lessor shall (without prejudice to any of the Lessor's rights under this Agreement and/or at law) be entitled to implement such recommendations and recover the cost thereof from the Lessee within 30 (thirty) days of presentation of an invoice by the Lessor

14.2.7. Should the Lessee breach 14.2.1 and 14.2.2, then, without prejudice to any of the Lessor's rights under this Agreement and/or at law, remove all and any equipment, antennae and/or technology which the Lessor did not consent to, within 40 (forty-eight) hours after receipt of written demand therefor from the Lessor.

15. THE USE OF LESSOR'S INTELLECTUAL PROPERTY

15.1. The Lessee shall not use any intellectual property of the Lessor (including trademarks, service marks, logos, slogans, trade names, brand names and other indicia of origin) (collectively, the "**Lessor IP**") for any reason whatsoever without first obtaining the Lessor's prior written consent which consent the Lessor shall be entitled to grant solely at its own discretion. If the Lessee requires the use of such Lessor IP, a request must be sent to the Brand Custodians Office, via email to

brandcustodian@airports.co.za. Each single request by the same Lessee shall be treated as a new request.

- 15.2. Should the Lessor provide its consent in terms of clause 15.1 above, the Lessee shall comply with the Lessor's policies and standards with regard to the use of the Lessor IP. Such policies and standards shall be communicated to the Lessee at the time the Lessor grants the consent to the Lessee.
- 15.3. Failure to adhere to the provisions of this clause 15 or the policies, brand requirements and protocols shall result in a breach of the Agreement.
- 15.4. Notwithstanding anything contained in this Agreement and except as otherwise requested or approved by the Lessor in writing, as of the Termination Date or early termination of this Agreement for whatsoever reason, the consent (if granted) contemplated in this clause 15 shall forthwith terminate and the Lessee shall cease all use of the Lessor's IP which was authorised in terms of such consent.

16. SUB-LETTING

- 16.1. The Lessee shall not be entitled to sublet of any portion of the Premises without the written consent of the Lessor.
- 16.2. As a condition to the granting of consent by the Lessor to the sub-letting of the Premises, the prospective sub-lessee must satisfy the vetting criteria determined by the Lessor.
- 16.3. Without derogating from any of the other provisions of this lease relating to the leasing of the Premises:
- 16.3.1. any sub-lease of the Premises or any portion thereof shall be let by the Lessee for a gross rental which is not less than the then current market value of gross rentals and market related escalations for the Premises or the said portion, unless the Lessor's prior written consent is obtained;
- 16.3.2. the sub-lessees may assume responsibility to the Lessee for the costs of utilities; all water, electricity, gas, other energy and other utilities consumed by it and sewerage charges, in respect of that portion of the Premises sub-leased to it and for the re-imbursment of the amount payable by the Lessee to the Lessor as well as any other amounts that the Lessee is to pay in terms hereof such as insurance premiums;
- 16.3.3. the Lessee shall, before commencing with sub-letting, submit the draft sub-leases for approval by the Lessor and upon written request by the Lessor, provide copies of all sub-leases in respect of the Premises to the Lessor within 7 (seven) days of the receipt by the Lessee of such request;
- 16.3.4. the Lessee shall be liable for all costs of enforcing the terms and conditions of any of the sub-leases;

- 16.3.5. the Lessee shall always remain liable to the Lessor in terms of this Agreement for the due and proper performance of all its obligations herein; and
- 16.3.6. the Lessee shall be fully liable and responsible for the performance by each sub-lessee of all its obligations under its sub-lease and shall take all steps to ensure that each sub-lessee complies with its sub-lease and all the obligations of the Lessee to the Lessor under this Agreement.
- 16.4. It is specifically recorded that the sub-letting of any portion of the Building and/or Premises to a sub-lessee shall be on the basis that such sub-letting shall, under no circumstances, be construed as a cession, assignment, delegation or transfer of all or any of the Lessee's rights and/or obligations in terms of this Agreement.
- 16.5. Save as permitted by this clause, the Lessee shall not, without the Lessor's prior written consent, give up, either for a definite period, or at all, occupation and/or possession of the Building and/or the Premises, or any part thereof to any person (whether as licensor, agent, occupier, custodian or otherwise).

17. OBLIGATIONS OF THE LESSEE

17.1. GENERAL

- 17.1.1. For the duration of the Agreement, the Lessee shall, to the reasonable satisfaction of the Lessor and at the Lessee's sole cost, care for and maintain the Premises in a clean and sanitary condition and, without derogating from the generality of the foregoing, shall maintain:
- 17.1.1.1. the interior of the Premises;
- 17.1.1.2. the electrical installations in the Premises;
- 17.1.1.3. the drainage and sanitary works in the Premises;
- 17.1.1.4. the thermostats, ventilation and air-conditioning appliances in the Premises;
- 17.1.1.5. the carpeting, partitions and other fixtures and fittings in the Premises; and
- 17.1.1.6. replace, as required, all fluorescent tubes, bulbs, starters and ballasts in the Premises.
- 17.1.2. To adhere to all the regulations and environmental/SHERQ requirements.
- 17.1.3. On the Termination Date or such earlier date as the Lease terminates for whatever reason, the Lessee shall return and deliver the Premises to the Lessor in the order and condition in which it existed on the Beneficial Occupation Date.
- 17.1.4. For the duration of the Agreement, the Lessee shall not:
- 17.1.4.1. use the Premises for any purpose other than for the conducting of the Business;

- 17.1.4.2. allow or cause any obstruction or blockage of sewerage pipes, water pipes or drains within or leading to or from the Premises and shall use its best endeavours to maintain same free of any such obstruction or blockage;
- 17.1.4.3. obstruct, interfere or tamper with any thermostats or air-conditioning appliances in the Premises;
- 17.1.4.4. without the Lessor's prior written consent, drive or permit to be driven any nails or screws into the floor, walls, ceiling, partitions, doors or windows of the Premises, nor shall the Lessee in any manner whatsoever do or permit anything to be done which may damage such floors, walls, ceilings, partitions, doors, windows or any other fixtures or fittings therein;
- 17.1.4.5. obstruct, whether temporarily or permanently, any part of the Common Area or any area in the Building or the Airport;
- 17.1.4.6. alter, interfere with or overload any of the electrical installations in the Premises;
- 17.1.4.7. without the Lessor's prior written consent which consent shall not be unreasonably withheld, store, harbour or use or permit the storage, harbouring or use in the Premises of any goods, chattels, furniture, fixtures or effects which are subject to any hire purchase or lease agreement or which are not the Lessee's own property;
- 17.1.4.8. utilise the garbage disposal facility made available in respect of the Premises other than in accordance with the Lessor's directives and not allow any accumulation of refuse outside the Premises; and/or
- 17.1.4.9. make any connection to the electrical system except at the power or lighting points provided by the Lessor.
- 17.1.5. The Lessee shall not be entitled to install any air-conditioning units, heaters or ventilation equipment in or about the Premises without obtaining the prior written consent of the Lessor. In granting any such approval, the Lessor shall, in its sole discretion, be entitled to determine and impose such reasonable conditions and standards with regard to the type of equipment to be installed, the method and manner of installation, the maintenance thereof, and to pre-approve a Lessee and/or contractor to be used by the Lessee. Upon the expiration or earlier termination of the Agreement, the Lessee shall at the request of the Lessor be obliged to remove all such installations and to make good any damage caused to the Premises and/or the Building as a result of such installation or removal. Should the Lessee fail to fulfil such obligations, the Lessor may fulfil such obligation on the Lessee's behalf and shall recover the costs and charges attendant on so doing from the Lessee within 30 (thirty) days of presentation of an invoice by the Lessor.
- 17.1.6. The Lessee shall not bring into or place in the Building or the Premises any heavy article nor shall the Lessee permit the loading of or stressing of the Premises or any portion thereof in

excess of the maximum permitted load or stress specified by the Lessor, without the prior written approval of the Lessor. The Lessor, in its sole discretion, may consent to the Premises or any portion thereof being so overloaded or overstressed, subject to suitable reinforcing of the Premises being undertaken by the Lessee under the supervision of the Lessor's architect and/or other professional advisers. All costs incurred or to be incurred by the Lessor in giving effect to the provisions of this clause shall be borne and paid for by the Lessee within 30 (thirty) days of presentation of an invoice by the Lessor.

17.1.7. The Lessee shall keep the Premises open during business hours (including late trading hours or other applicable hours) on all days of the week that the Lessor requires it to do so.

17.1.8. The Lessee shall be liable to repair any damage to the Property, Building and Premise caused by the Lessee, its employees, agents, sub-lessees, customers or invitees by utilising the Lessor's approved contractors and materials. Should the Lessee fail to fulfil such obligations, the Lessor may fulfil such obligation on the Lessee's behalf and recover the costs and charges attendant on so doing from the Lessee within 30 (thirty) days of presentation of an invoice by the Lessor.

17.1.9. The Lessee shall replace any keys, locks, windows, doors, carpeting, partitions, fixtures, fittings, toilets, washbasins or other installations or fittings which are lost, removed from the Premises or otherwise damaged or destroyed by the Lessee, its employees, agents, sub-lessees, customers or invitees by utilising the Lessor's approved contractors and materials. Should the Lessee fail to fulfil such obligations, the Lessor may fulfil such obligation on the Lessee's behalf and recover the costs and charges attendant on so doing from the Lessee within 30 (thirty) days of presentation of an invoice by the Lessor.

17.1.10. The Lessee shall at its own expense repair any damage caused to the Premises by forcible entry.

17.2. **RULES OF THE LESSOR**

17.2.1. If applicable the Lessee shall at all times comply with the Conditions of Use Document attached as **ANNEXURE G** as well as the Airside Service Provider Licence Agreement as amended from time to time.

17.2.2. As at the Beneficial Occupation Date, the Lessor has prescribed (and may, from time to time in its sole discretion additionally prescribe, vary or rescind) rules relating to the Premises, the Building and/or the Airport and including, amongst others, security, fire, safety, access, Common Area use, parking, storage, air-conditioning, heating and matters allied thereto (collectively "Management Rules"). A copy of the present Management Rules of the Lessor is attached as **Annexure F (Management Rules)**, if applicable. The Lessor shall furnish the Lessee with written notice of any amendment to the Management Rules or any other management rules additionally prescribed and/or varied and/or rescinded. Notwithstanding anything to the contrary in this Agreement, the Lessee irrevocably and unconditionally acknowledges and agrees that the Lessor shall be entitled to impose a penalty on the Lessee

for each and every breach of the Management Rules, which penalty shall be payable on demand and without any requirement for any prior notice by the Lessor; provided that the Lessor shall be entitled to claim any damages it may have suffered pursuant to all or any of such breaches, as an alternative to such penalty.

17.2.3. The Conditions of Use Document, the Airside Service Provider Licence Agreement shall be deemed to form part of and to be incorporated in this Agreement and the Lessee shall be obliged to strictly comply with same.

17.2.4. From time to time and without derogating from the generality of clause 17.2.2, the Lessor shall be entitled in its sole discretion to introduce Management Rules with the intent of improving the levels of service and/or to support and enhance airport operational requirements. The Lessee undertakes to abide by these rules as and when introduced.

17.3. **COMPLIANCE WITH MANAGEMENT RULES OF LESSOR**

17.3.1. As at the Commencement Date, the Lessor has prescribed and may from time to time additionally prescribe, vary or rescind rules relating to the Premises and/or the Airport and pertaining to, amongst others, the Improvements, security, fire, safety, access, Common Area use, parking, storage and matters allied thereto. A copy of the management rules of the Lessor are available for inspection at its chosen domicilium during ordinary working hours. The Lessee is deemed to have knowledge of the rules so prescribed. The Lessor shall timeously furnish the Lessee with written notice of any rules additionally prescribed and/or varied and/or rescinded.

17.3.2. Such rules shall be deemed to form part of and be incorporated in this Agreement and the Lessee shall be obliged to strictly comply with same.

17.4. **COMPLIANCE WITH LAWS**

17.4.1. The Lessee and its employees, agents, sub-lessees, representatives and invitees shall comply with and shall not contravene or permit the contravention of:

17.4.1.1. any law, by-law, ordinance, proclamation, statutory regulation or the conditions of any license relating to or affecting aviation or the conduct of the Airport or the occupation or use of the Premises, the Building and/or the Airport;

17.4.1.2. any law, by-law, ordinance, proclamation or statutory regulation which the Lessor is required to observe by virtue of the Lessor's ownership of the Airport and/or the Building or by virtue of the Lessor's control over the Airport and/or the Building;

17.4.1.3. any law, by-law, ordinance, proclamation or statutory regulation which applies to or effects the conducting of the Business;

- 17.4.1.4. if applicable, the relevant conditions incorporated in and/or noted on the title deeds of the property on which the Airport is situated and the relevant conditions of establishment of the township in which the Airport is situated;
- 17.4.1.5. if applicable, the Management Rules periodically prescribed and/or directives issued by the Lessor as noted in clause 17.2.2 (compliance with the management rules of the Lessor);
- 17.4.1.6. customs and excise laws, laws relating to occupational health and safety as well as any tax law; and
- 17.4.1.7. the airside rules and regulations contained in the Airside Service Provider Concession Agreement, if applicable.
- 17.4.2. Without limiting the applicability of any legislation, all legislation shall, at all times, be strictly adhered to as well as any amendments thereto.

17.5. POPIA

- 17.5.1. The Parties acknowledge their respective obligations in terms of the Protection of Personal Information Act, No 4 of 2023 ("POPIA"), and undertake to comply with the provisions thereof. Each Party agrees any personal information received from the other Party including, without limitation, information relating to employees, contractors, clients or customers solely for the purpose of fulfilling its obligations under this Agreement and strictly in accordance with requirements of POPIA.
- 17.5.2. The Lessee consents to the collection and processing of its personal information by the Lessor and/or its authorised representatives, including for administrative, operational, and compliance purposes related to the lease and operation of this agreement.
- 17.5.3. Upon termination of this Agreement, each Party shall ensure that any personal information no longer required is securely destroyed or returned, unless retention is required by law.
- 17.5.4. The Parties shall cooperate in good faith to ensure compliance with POPIA, including responding to data subject requests and reporting any security compromises as required by law.
- 17.5.5. The Lessee indemnifies Airports Company against any civil, criminal, or administrative action, fine, penalty, or loss arising from a breach of this clause by the Lessee.

17.6. FICA

- 17.6.1. The Lessee understands that the Lessor must adhere to the regulations set forth in the Financial Intelligence Centre Act, 2001 (Act No. 38 of 2001), as amended ("FICA"). Therefore, before this Agreement takes effect, and whenever reasonably needed during its duration, the Lessee agrees to supply the Lessor with all necessary documentation and information

required to verify the Lessee's identity and fulfil the obligations of FICA, including but not limited to:

- 17.6.1.1. certified copies of identity documents or passports;
 - 17.6.1.2. proof of residential or business address;
 - 17.6.1.3. company or entity registration documents (if applicable); and
 - 17.6.1.4. any other documents reasonably required under FICA or by the Lessor's compliance policies.
- 17.6.2. The Lessor may withhold signature, occupation, or further performance under this Agreement until the Lessee complies with this clause. Failure to provide the required documents or information will be a material breach of the Agreement.

17.7. **NUISANCE**

- 17.7.1. The Lessee shall conduct the Business and occupy the Premises in a manner which ensures that such use and conduct do not interfere with, cause any disturbance or nuisance of whatsoever nature to, or affect the rights and privileges of the Lessor, any other tenant of the Building or any member of the general public.
- 17.7.2. The Lessee shall promptly remedy a nuisance within 24 (twenty-four) hours after written demand has been made by the Lessor to the Lessee through any of its directors or offices, or through its agents or any other authorised person.

17.8. **SIGNAGE**

17.8.1. *External Signage*

- 17.8.1.1. The Lessee shall not be entitled to exhibit any signboards, neon signs, nameplates, advertisements or the like (referred to as "**Signs**") on the exterior of the Premises or anywhere in or on the Building or the Airport without the prior written approval of the Lessor, who may impose commercial conditions.
- 17.8.1.2. The Lessee shall keep and maintain any Signs approved of by the Lessor in a good and clean condition for the period of the Lease and, if such Signs are electronic, electric or mechanical, in proper working order and condition.
- 17.8.1.3. The Lessee hereby indemnifies the Lessor against all claims of whatsoever nature which may be made against the Lessor as a result of the installation, erection or operation of any Signs by the Lessee, whether installed with or without the Lessor's prior written approval or any defect in any such Signs or any such installation or erection or as a result of any failure on the part of the Lessee or any of the Lessee's

employees, agents, sub-lessees, customers or invitees to keep and maintain any such Signs in good order and condition or properly installed or erected.

17.8.1.4. Upon the expiration or earlier termination of the Agreement for whatever reason, all Signs, signboards or notices installed and/or erected at the instance of the Lessee shall be removed by the Lessee at the Lessee's cost and any damage caused to the Premises, the Building and/or the Airport as a result of the erection, installation or removal of such Signs, signboards or notices shall be promptly repaired by the Lessee to the sole satisfaction of the Lessor.

17.8.1.5. Should the Lessee, at any time, fail to comply with any of the provisions of this clause and persist in such failure for a period of 10 (ten) Business Days after being required in writing to remedy same, then without prejudice and in addition to the Lessor's other rights arising from the Lessee's breach, the Lessor shall have the right to enter the Premises and to remove such Signs. Any costs incurred by the Lessor in reinstating the Premises or the Building shall be paid by the Lessee to the Lessor on written demand.

17.8.1.6. The Lessee shall, at its cost, comply with and carry out from time to time all reasonable requirements of the Lessor in respect of the installation, erection and/or display of any Signs on the Premises at the instance of the Lessor.

17.8.2. *Interior Advertising*

17.8.2.1. The Lessee shall not be entitled to exhibit any signboards, neon signs, nameplates, advertisements or the like (referred to as "**Signs**") in the interior or on the exterior of the Premises or anywhere in or on the Building or the Airport without the prior written approval of the Lessor, who may impose commercial conditions.

17.8.2.2. The Lessee shall keep and maintain any Signs approved of by the Lessor in a good and clean condition for the period of the Lease and, if such Signs are electronic, electric or mechanical, in proper working order and condition.

17.8.2.3. The Lessee shall not be entitled to advertise or allow any third party to advertise or derive any benefit from any advertising in the Premises whether financial or otherwise, or for its own benefit or that of a third party, without the prior written consent of the Lessor.

17.8.2.4. Should the Lessee, at any time, fail to comply with the provisions of this clause and persist in such failure for a period of 10 (ten) Business Days after being required in writing to remedy same, then without prejudice to and in addition to the Lessor's other rights arising from the Lessee's breach, the Lessor shall have the right to enter upon the Premises and remove any such advertising.

18. TAX COMPLIANCE

- 18.1. The Lessee represents and warrants that as of the Signature Date, the Lessee will remain compliant with all applicable laws relating to taxation in South Africa.
- 18.2. The Lessee shall deliver to the Airports Company on the Signature Date and each anniversary thereof during the term of the Agreement a valid tax clearance certificate issued to the Lessee for the then-current year. If the Lessee fails to provide such a certificate, the Airports Company may terminate the Agreement on 30 (thirty) days' notice.

19. ASSISTANCE AND AIRPORT REGULATIONS

- 19.1. The Lessee and its employees, agents, representatives and invitees shall:
- 19.1.1. at all times, offer reasonable assistance to a police, customs or immigration officer or any employee or agent of the Lessor who may wish to enter the Premises;
- 19.1.2. obey all traffic regulations in force at the Airport; and
- 19.1.3. obtain and pay for any Airside Vehicle Operators Permit that may be stipulated by the Lessor if the Lessee requires access to controlled airside areas of the Airport.

20. RIGHT OF ENTRY FOR INSPECTION

- 20.1. The Lessor or its duly authorised agent shall be entitled and the Lessee shall permit the Lessor to enter the Premises at all reasonable times and on reasonable notice for the purpose of:
- 20.1.1. inspecting the Premises generally;
- 20.1.2. ensuring any alterations are effected in a professional manner and do not constitute a negative impairment on the value of the Premises, the Improvements and/or the Airport; and
- 20.1.3. ensuring and monitoring compliance by the Lessee of the terms of this Agreement and all relevant laws.
- 20.2. The Lessor shall display due diligence in properly co-ordinating such access to the Premises.
- 20.3. If, in the reasonable opinion of the Lessor, it must gain access to the Premises in the case of emergency, the Lessor shall have full and unrestricted access to the Premises and, for this purpose, the Lessee shall furnish the Lessor with duplicate keys for all outside doors of the Premises.

21. GENERAL OBLIGATIONS OF THE LESSOR

For the duration of the Agreement, the Lessor shall:

- 21.1. be responsible for the maintenance and repair of the electrical, water, sewerage and other installations outside the Premises but within the Airport and Property ("**the Installations**");

- 21.2. not be liable to the Lessee for any delay or failure by it to maintain or repair any of the Installations or for any loss, whether direct, indirect, consequential or otherwise that may arise therefrom;
- 21.3. allow the Lessee access to the Premises on routes designated by the Lessor through the Airport;
- 21.4. allow the Lessee non-exclusive use of the Common Area. Notwithstanding the foregoing, nothing herein contained shall be interpreted or construed as rendering the Lessor liable to the Lessee for damages or otherwise in the event that any restriction or closure of the Airport, the Building, the Premises or any part or portion thereof should occur and irrespective of the cause thereof;
- 21.5. notify the Lessee of acceptable delivery times and routings for deliveries of the Lessee's goods and materials;
- 21.6. pay all municipal rates and taxes and all water, electricity, refuse removal, sanitary and other local authority charges levied against it or payable from time to time in respect of the Premises, the Building, Property and the Airport without however derogating from the right of the Lessor to recover from the Lessee the Rental, operating costs and contributions stipulated in this Agreement;
- 21.7. clean and maintain the Common Area, the Lessor to determine the nature, quality, timing and frequency thereof, the Lessee undertaking not to impede or hinder the Lessor in carrying out its obligations in this regard;
- 21.8. keep and maintain the exterior walls, windows, glass fittings and the roof of the Building in good order, repair and condition. Upon receipt by the Lessor from the Lessee of written notice detailing any damage to the outside walls or roof of the Building requiring repair, the Lessor shall effect the necessary repairs as soon as may be reasonably practicable. The Lessee shall not be entitled to cancel this Agreement or to claim any revision of the Rental by reason of the Premises being in a defective condition. In effecting such repairs, the Lessor shall take reasonable care to cause the Lessee as little inconvenience as may be reasonably possible but the Lessor shall not be liable to the Lessee for any damages arising out of such inconvenience; and
- 21.9. provided such individuals meet the requirements of the Lessor, issue to the Lessee's staff security passes against payment to the Lessor by the Lessee of the Lessor's reasonable and customary issue charges.

22. GENERAL AIRPORT ENVIRONMENT AND FURTHER RIGHTS OF THE LESSOR

22.1. COMMON AREAS AND FACILITIES

22.1.1. The Common Areas and the Airport including, without limitation, yards, passages, parking areas, sidewalks, driveways, entrances, exits, loading docks, ramps, landscape areas, interior stairways, exterior stairways, toilets and all other amenities provided by the Lessor shall, at all times, be subject to the exclusive control of the Lessor. The Lessor shall have the right, from time to time, to establish, modify and enforce rules and regulations with respect thereto and generally to operate and maintain the Common Area and any facilities at the Airport in such a manner as the Lessor may determine in its sole discretion.

- 22.1.2. Without limiting the generality of the foregoing, the Lessor shall have the right to:
- 22.1.2.1. construct, maintain and operate lighting facilities wherever it decides in or on the Common Areas and the Airport and to police same;
 - 22.1.2.2. from time to time, change the area, location and arrangement of the Common Areas;
 - 22.1.2.3. close temporarily or permanently all or any portion of the Common Areas; and
 - 22.1.2.4. do or perform such other acts in and to the Common Areas as the Lessor shall, in its sole discretion, determine.
- 22.1.3. The Lessee shall not be entitled to the exclusive use at any time of the any Common Area, the passengers' parking areas, entrances, exits, loading docks, ramps or toilets provided by the Lessor but shall be entitled to reasonable non-exclusive use of same, having regard to the rights of the Lessor, other tenants of the Airport and the general public.
- 22.1.4. The Lessee shall use the Common Areas and facilities with due regard to the rights of the other tenants and persons using same and shall not do anything which, in the sole opinion of the Lessor, may interfere with or obstruct the rights of any other tenants at the Airport or in any way injure or annoy such tenants or act or fail to act in a manner which conflicts with any laws, by-laws or regulations of the Republic of South Africa (including town planning regulations and conditions of title applicable to the Building and the Airport) or the provisions of the Management Rules.
- 22.1.5. The Lessee shall not install, erect or place any machine or apparatus in the Common Areas without the Lessor's prior written approval.
- 22.1.6. The Lessee shall not leave or permit to be left any packages, furniture, bicycles, handcarts, boxes, bags, paper, rubbish or any other goods or articles in the Common Areas other than at specific areas designated by the Lessor for such purpose.
- 22.1.7. The Lessee shall not, without the Lessor's prior written consent, solicit or canvass for business in the Common Areas or elsewhere in the Building or the Airport and shall not distribute any pamphlets, handbills or other advertising material on or in motorcars parked in the Airport's parking areas.

22.2. **PROVISION OF SERVICES**

- 22.2.1. The provision of services (including, amongst others, refuse removal and security services) to the Premises, the Building and the Airport and the nature thereof shall be at the sole discretion of the Lessor. Should the Lessee require services that the Lessor does not offer, the Lessee, with the prior written consent of the Lessor, may procure such services for its own account, risk and sole cost provided.

22.2.2. Neither the Lessor nor its agents, representatives or employees shall be liable for receipt or non-receipt or delivery or non-delivery of goods, postal matter or correspondence, nor shall the Lessor be liable for anything which the Lessee or any employee, representative, sub-lessees, customer or invitee may have deposited or left in the Premises or in any part of the Building or on the Airport.

22.2.3. All goods brought onto the Premises, the Building or the Airport by the Lessee or on behalf of the Lessee or permitted by the Lessee shall be so brought at the sole risk of the Lessee and no responsibility in respect thereof shall vest in the Lessor. The Lessee acknowledges that the Lessor shall not be responsible for any loss or damage of any kind to the Lessee's property whilst in or on the Premises, the Building or the Airport. The Lessee, accordingly, indemnifies the Lessor against claims by the Lessee, its employees, representatives, sub-lessees, agents, clients and invitees.

22.3. **PARKING AREAS AND DRIVEWAYS**

22.3.1. The Lessor shall, at all times, have the right to:

22.3.1.1. change the allocations and arrangements of driveways;

22.3.1.2. close temporarily all or any portion of the parking areas;

22.3.1.3. discourage or restrict non-customer parking; and/or

22.3.1.4. generally, control and/or undertake such acts in regard to such areas as the Lessor, in its sole discretion, deems necessary.

22.3.2. If a particular area at the Airport is, at any time, set aside by the Lessor for the parking of vehicles of the Lessee, the Lessee undertakes that it shall make use of such area exclusively and of no other area.

22.3.3. All loading and unloading of goods of the Lessee shall be undertaken at such times, in those areas and through those entrances designated specifically for such purpose by the Lessor. The delivery of goods of the Lessee to and from the Premises shall be subject to such rules and regulations as the Lessor, in its absolute discretion, may impose.

23. **DAMAGE OR DESTRUCTION OF THE BUILDING**

23.1. Should the Premises or the Building be destroyed or damaged to such an extent that the Premises are, in the opinion of the Lessor's architect, rendered untenable, then the Lessor or the Lessee shall be entitled to cancel this Agreement on 20 (twenty) Business Days' prior written notice to the other, provided that neither Party shall have any claim against the other arising from such cancellation.

23.2. In the event of the Lease not being cancelled in terms of clause 23.1:

- 23.2.1. the Lessor shall, at its cost and expense, reinstate the Premises as soon as may be reasonably practicable in the circumstances;
- 23.2.2. the Lessee shall be absolved from the payment of any amounts under this Agreement for so long as the Lessee is deprived of beneficial occupation of the Premises;
- 23.2.3. the Lessee shall, upon being given beneficial occupation of the whole or any part of the Premises, once again be liable for payment of those amounts contemplated in this Agreement from the date of being so given such beneficial occupation. In this regard, the decision of the Lessor's architect as to the commencement and extent of such beneficial occupation shall be final and binding on the Parties; and
- 23.2.4. the Lessee shall have no claim of any nature whatsoever against the Lessor as a result of not having beneficial occupation of the Premises, irrespective of the cause.
- 23.3. Should the Premises or the Building be damaged to such an extent that the Premises are, in the sole opinion of the Lessor's architect, not rendered untenable, then:
- 23.3.1. this Agreement may not be cancelled;
- 23.3.2. the Lessor shall, at its cost and expense, repair the damaged or destroyed portion of the Premises as soon as may be reasonably practicable in the circumstances;
- 23.3.3. the amounts payable by the Lessee in terms of this Agreement shall be reduced pro rata by the extent to which the Lessee is deprived of beneficial occupation of the Premises. The decision of the Lessor's architect as to the period and extent of the deprivation of such beneficial occupation of the Premises shall be final and binding on the Parties; and
- 23.3.4. the Lessee shall have no claim of any nature whatsoever against the Lessor as a result thereof, irrespective of the cause.

24. INDEMNITY, PUBLIC LIABILITY & INSURANCE

- 24.1. The Lessor shall, at Beneficial Occupation Date and at all times during the currency of this Agreement, maintain adequate insurance in respect of all risks selected by the Lessor in its sole discretion for loss or damage to the Airport, Buildings, parking bays, kiosks, the Premises and Common Areas including public liability, in respect of its own liability including any liability arising in the Common Areas and any liability arising under common law or statute for an insured amount that in the opinion of the Lessor is appropriate insurance cover. The insurance maintained by the Lessor shall not limit any obligation or indemnity given by the Lessee in terms of this Agreement.
- 24.2. The Lessee shall indemnify and hold harmless the Lessor, its officers, employees, and agents against any and all claims, demands, actions, or causes of action arising from or related to:
- 24.2.1. any injury or death to any person occurring on or about the Premises, except to the extent caused by the gross negligence or wilful misconduct of the Lessor;

- 24.2.2. any damage to property occurring on or about the Premises, except to the extent caused by the gross negligence or wilful misconduct of the Lessor; and
- 24.2.3. any breach of statutory duty or regulatory requirement by the Lessee or its employees, agents, or contractors.
- 24.3. The Lessee shall maintain public liability insurance with effect from Occupation Date with a registered insurer for a period no less than the period of lease or extended period, with a minimum limit of cover, as stipulated in **Annexure A (Contract Data)**, to cover the Lessee's liability under this clause for the period of the lease.
- 24.4. The Lessee shall provide the Lessor with evidence of such insurance certificate of insurance or an insurance schedule) before the occupation date and must ensure wherein the insurance cover expires ,it is renewed, and the updated insurance schedule is submitted every end of financial year. The Lessor's liability under this clause shall not be limited to the extent of the insurance coverage maintained by the Lessee.
- 24.5. The Lessor shall under no circumstances be liable for the deductible payable on Lessee claim against its insurers
- 24.6. The Lessee shall not, at any time, bring, keep or use or allow to be brought into, kept or used on or in the Premises, the Building or the Airport or carried on or into the Premises, the Building or the Airport by any of its employees or agents, any flammable or combustible substances or items or anything whereby the fire insurance cover pertaining to the Premises, the Building and the Airport may be or become void or voidable or whereby premiums in respect of any such insurance may be increased.

25. **ACKNOWLEDGEMENT OF DEBT**

- 25.1. The Lessee acknowledges and agrees that, in the event of any outstanding debt arising under this Lease Agreement (including, but not limited to arrear rental, municipal bills, or other charges or amount payable in terms hereof), the Lessor shall be entitled , at its discretion , to require the Lessee to sign a written Acknowledgement of Debt in favour of the Lessor in respect of indebtedness during the subsistence of this Lease Agreement.
- 25.2. Such Acknowledgement of Debt shall constitute a liquid document for the purpose of summary judgment or provisional sentence.
- 25.3. In the event that the Lessee fails to comply with the terms of the Acknowledgement of Debt at any time, the Lessor shall be entitled to exercise any remedy available to it under this Lease Agreement, including, but not limited to, the right to terminate the Lease Agreement.

26. APPROPRIATION OF PAYMENTS

- 26.1. The Lessee agrees that the Lessor shall have the sole discretion to allocate any payments received from the Lessee including the deposit, regardless of whether the Lessee has labelled the payment for a specific purpose.
- 26.2. The Lessor may apply such payments to any amounts due and payable by the Lessee under this Lease Agreement, including, but not limited to, the oldest outstanding debts .
- 26.3. The Lessor may allocate any payments from the Lessee in any order it deems appropriate , including towards:
- 26.3.1. legal costs, enforcement expenses, collection fees, and any other charges related to a dispute between the parties;
- 26.3.2. interest and penalties for late payment;
- 26.3.3. outstanding rent or other monthly charges;
- 26.3.4. unpaid amounts such as utility bills, municipal fees, service charges,
or any other amounts payable under this Lease Agreement.
- 26.4. The appropriation of any payment by the Lessor shall not be construed as:
- 26.4.1. a waiver of any right and/or remedy available to the Lessor;
- 26.4.2. nor shall it preclude the Lessor from pursuing full payment of any remaining amounts due.
- 26.5. In the event that the deposit has been appropriated towards any outstanding amounts under this Agreement, the Lessee shall, upon demand by the Lessor, replenish the deposit to its original amount.

27. CONFIDENTIALITY

- 27.1. Each Party agrees to maintain the confidentiality of all information connected to this Agreement. This includes the terms, negotiation details, related dealings, and any information about the other Party's business or operations ("**Confidential Information**")
- 27.2. Confidential Information may only be disclosed to a Party's officers, employees, consultants, or professional advisors who:
- 27.2.1. have a legitimate need to access the information,
- 27.2.2. understand that it is confidential, and
- 27.2.3. have been directed to keep it confidential; and

- 27.2.4. have been directed by the disclosing Party to keep the Confidential Information confidential and have undertaken to keep the Confidential Information confidential.
- 27.3. These confidentiality obligations do not apply to information that:
- 27.3.1. was already legally in the receiving Party's possession and not confidential,
- 27.3.2. becomes publicly available through no fault of the receiving Party, or
- 27.3.3. is required to be disclosed by law, regulation or court order provided the disclosing Party takes reasonable steps to consult and limit the disclosure.
- 27.4. Any public statements required must be shared in draft form at least 24 hours before release, and both Parties must make reasonable efforts to agree on the content and timing.
- 27.5. The duty to maintain confidentiality continues even after the Agreement ends.

28. RENEWAL OF THE LEASE

- 28.1. The Lessee shall have no option or right to renew this Lease Agreement upon the expiry of the lease period.
- 28.2. Any subsequent lease agreement in respect of the Premises shall be subject to the Lessor's tender process.

29. TERMINATION OF THIS AGREEMENT

- 29.1. The Lessor shall, [insert period] months prior to the termination date, notify the Lessee of the pending expiration of the lease agreement and that, unless the Lessee is successfully awarded a subsequent lease agreement in accordance with the open tender policies of the Lessor, the Lessee will be required to vacate the Premises on the termination date.
- 29.2. Notwithstanding the provisions of 28.1 above the lessee shall, upon the expiration or earlier termination of this Lease for whatever reason:
- 29.2.1. ensure that all monies due are paid to the Lessor;
- 29.2.2. vacate the Premises; and
- 29.2.3. return the Premises to the Lessor in the same good order and condition in which it existed on the Beneficial Occupation Date, fair wear and tear unless otherwise directed by the Lessor and if recorded in **Annexure A (Contract Clause)** hereto.
- 29.3. Should this Agreement expire by effluxion of time and the Lessee disputes the outcome of the tender or procurement process conducted by the Lessor in relation to the continued occupation of the Premises, the Lessee shall vacate the Premises upon expiry of the Agreement and shall not be entitled to remain in occupation thereof, whether pending the outcome of such dispute or for any

other reason. Should the Lessee fail or refuse to vacate the Premises, such occupation shall be deemed unlawful.

29.4. The Lessee shall further be liable for all rentals and other amounts payable, losses, damages, and legal costs (on an attorney and own client scale) incurred by the Lessor as a result of such unlawful occupation. Nothing in this clause shall be construed as a waiver, suspension, or limitation of the Lessor's right to institute eviction proceedings or seek urgent relief to recover possession of the Premises, notwithstanding the existence of any pending dispute.

29.5. Subject to the provisions of clause 31, upon termination of this Agreement by effluxion of time, the Lessee shall vacate the Premises without delay. In the event that the Lessee fails or refuses to vacate the Premises, such continued occupation shall be deemed unlawful, and the Lessor shall be entitled to take all necessary steps to regain possession. The acceptance by the Lessor of any monies paid by the Lessee after the expiry date shall not constitute a renewal of the lease, a waiver of the Lessor's rights, or the creation of a new lease (whether tacit, implied or otherwise), and shall not affect the Lessor's right to demand that the Lessee immediately vacate the Premises and to exercise all remedies available in law.

30. CANCELLATION

30.1. In the event that the Lessee:

30.1.1. fails to timeously lodge the security deposit with the Lessor or fails to timeously lodge the additional security with the Lessor as provided for in clause 9 (security deposit);

30.1.2. fails to effect payment of the Rental or other amounts due by it in terms of this Agreement on due date and fails to remedy such breach within 10 (ten) Business Days of having been required in writing to do so;

30.1.3. breaches any of the other provisions of this Agreement (irrespective of whether such breach is material) and fails to remedy such breach within 10 (ten) Business Days of having been notified in writing to do so;

30.1.4. is liquidated, placed under business rescue or is sequestrated (whether provisionally or finally and whether voluntary or compulsorily);

30.1.5. abandons or absconds from the Premises;

30.1.6. effects a general compromise or any other arrangement with its creditors other than a solvent reconstruction;

30.1.7. suffers any judgment to be made or granted against it and fails to take steps to set aside or rescind same within 10 (ten) Business Days of same having been so made or granted against it;

- 30.1.8. disposes of the Business or the whole or greater part of the assets comprising the Business without the Lessor's prior written consent to such disposal having been obtained and irrespective of the cause or method of such disposal;
- 30.1.9. undergoes any name change (including, but not limited to, a change in registration number, merger, amalgamation, or restructuring) without the prior written consent of the Lessor; the Lessor shall have a right to cancel this agreement and/or subject the Lessee to the same assessment and verification of a new lease application;
- 30.1.10. undergoes any change in the identity of any of its shareholders, members or partners without the prior written consent of the Lessor to such change having been obtained and irrespective of the cause of such change;
- 30.1.11. defaults in respect of any other agreement entered into by it with the Lessor which results in the Lessor having a right to cancel such agreement; and/or is in contravention of any legislation, regulations, by-laws and fails to remedy that breach within a reasonable time after written notice from the Lessor or the relevant authority, the Lessor shall have a right to cancel this agreement; and
- 30.1.12. fails to maintain adequate insurance cover during the currency of lease agreement;
- 30.2. the Lessor shall be entitled, but not obliged, notwithstanding any previous waiver or anything to the contrary herein contained and without prejudice to any of the Lessor's rights under this Agreement and/or at law (including any right to claim damages and/or any right to impose any penalties in terms of this agreement), either:
- 30.2.1. to cancel this Agreement forthwith, evict the Lessee from the Premises and recover from the Lessee any damages suffered by the Lessor as well as all amounts which became due for payment by the Lessee in terms of this Agreement prior to the date of such cancellation; and/or
- 30.2.2. to claim immediate specific performance (in the circumstances referred to in this agreement).
- 30.3. In addition, and without prejudice to any other legal remedies it may have under this Agreement and/or at law (including any right to claim damages and/or any right to impose any penalties in terms of this agreement, the Lessor may immediately and on written notice to the Lessee, cancel this Agreement without any compensation to the Lessee if:
- 30.3.1. this Agreement is rendered invalid and unenforceable by any order of court or applicable statute or regulation; or
- 30.3.2. the Airside Service Provider Concession Agreement expires, is terminated for any reason whatsoever or is not, for any reason whatsoever, entered into by the Lessee to the reasonable satisfaction of the Lessor; or

- 30.3.3. in accordance with clauses 30.1.2 or 30.1.3, has rectified a breach on 2 (two) occasions during the preceding 12 (twelve-month) period and commits a further breach of this Agreement (irrespective of whether such breach is material or not).
- 30.4. Should the Lessor cancel this Agreement, and the Lessee disputes the Lessor's right to so cancel and remain in occupation of the Premises:
- 30.4.1. the Lessee shall, pending the determination of such dispute in terms of the provisions of clause 34 (dispute resolution), continue to pay on due date to the Lessor all amounts which would have been payable by it under this Agreement had such cancellation not occurred;
- 30.4.2. the Lessor shall be entitled to accept and recover such payments and the acceptance and recovery of same shall be without prejudice to and shall not, in any way, affect the Lessor's right to the cancellation then in dispute. The acceptance by the Lessor of such payments from the Lessee will in no way create a new implied month-to-month lease in respect of the property; and
- 30.4.3. the Lessor's right to claim damages suffered by it as a result of the Lessee's breach shall not be affected.
- 30.5. In the Event that the Lessee is in breach of this Agreement in terms of this clause 30 and the Lessor elects to cancel the Agreement, then the full value of the Agreement will immediately become due and payable.

31. **HOLDING OVER**

- 31.1. Upon expiry of the lease period and the Lessee remains in occupation with the written request to extend the lease period, the lease agreement shall be on holding over period of not more than three months after which the Lessee shall vacate the premises.
- 31.2. The Lessee shall be pay the escalated Monthly Rental monthly in advance as provided in **Annexure A (Contract Data)** including the Turnover Rental which shall escalate by [%]. In addition to the Monthly Rental and the Turnover Rental, the Lessee shall pay an extra amount equivalent to 100% of the Monthly Rental for each month the Lessee remains in occupation after the Termination Date.
- 31.3. The Lessee's continued occupation during Holding Over period shall not be deemed to be a renewal tacit or express extension of the Lease Agreement.
- 31.4. The Lessor reserves the right to take all necessary steps to recover repossession of the Lease premises without further notice, including but not limited to instituting eviction proceedings after the expiry of the period of three months.

32. ANTI-CORRUPTION UNDERTAKINGS

- 32.1. Each Party hereby warrants and undertakes that it shall, at all times during the term of this Agreement, comply with the Anti-Corruption Undertakings annexed hereto as **Annexure I**, which are deemed to form part of this Agreement.
- 32.2. To the extent applicable, each Party agrees that:
- 32.2.1. it shall not, directly or indirectly, offer, give, solicit or accept any bribe, facilitation payment, kickback or other improper payment or advantage, whether in cash or in kind, in connection with the negotiation, execution or performance of this Agreement;
- 32.2.2. it has not and shall not engage in any activity, practice or conduct which would constitute an offence under applicable anti-corruption or anti-bribery laws or regulations, including but not limited to the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) (South Africa), or any similar legislation applicable to the Parties; and
- 32.2.3. it shall maintain adequate policies and procedures designed to prevent the occurrence of any corrupt practices and shall promptly report to the other Party any instance of suspected or actual breach of these undertakings.

33. DISPUTE RESOLUTION

33.1. GENERAL DISPUTE RESOLUTION

- 33.1.1. Any dispute of whatsoever nature which arises out of or in connection with this Agreement, including any dispute as to the validity, existence, enforceability, interpretation, application, implementation, breach, termination or cancellation of this Agreement or as to the Parties' rights and/or obligations in terms of this Agreement or in connection with any documents furnished by the Parties in terms of this Agreement, shall be submitted to binding arbitration before a single arbitrator in terms of this clause 34 and, except as otherwise provided herein, the rules for the time being as stipulated by the Arbitration Foundation of Southern Africa shall apply.
- 33.1.2. The arbitrator shall, if the dispute is:
- 33.1.2.1. primarily an accounting matter, be an independent practising accountant of not less than 10 (ten) years' standing as such; or
- 33.1.2.2. primarily a legal matter,
- 33.1.2.3. be an attorney of not less than 10 (ten) years' standing as such or a practising senior counsel, in good standing.
- 33.1.3. Such arbitrator shall be agreed upon in writing by the Parties; provided that if the Parties do not, within 3 (three) Business Days after the date on which the arbitration is demanded, agree

in writing as to the nature of the dispute and the identity of the arbitrator, the arbitrator shall, irrespective of the nature of the dispute, be appointed by the Chairperson of the Arbitration Foundation of Southern Africa or its successor-in-title upon request by either Party to make such appointment after expiry of such 3 (three) Business Days.

- 33.1.4. The arbitration shall be held as quickly as possible after it is demanded with a view to it being completed within a reasonable time after it has been so demanded.
- 33.1.5. Promptly after the arbitrator has been appointed, either Party shall be entitled to call upon the arbitrator to fix a date when and where the arbitration proceedings shall be held and to settle the procedure and manner in which the arbitration proceedings shall be held. The arbitration proceedings shall be held in Johannesburg, Republic of South Africa.
- 33.1.6. The arbitrator shall allocate the costs of the arbitration in the manner that the arbitrator deems appropriate.
- 33.1.7. Any award made by the arbitrator shall be final and binding on the parties, subject to the provisions of clauses 33.1.8.1 and 33.1.8.2 and shall be carried into effect without delay by the parties.
- 33.1.8. Notwithstanding clause 33.1.7, either party shall be entitled to:
- 33.1.8.1. apply for the review and/or setting aside of the arbitration award in terms of the Arbitration Act, 1965 (Act No. 42 of 1965), as amended; and
- 33.1.8.2. exercise any right of appeal against the arbitration award, where such right has been expressly provided for in the arbitration agreement or otherwise agreed between the parties in writing.
- 33.1.9. This clause 33 is severable from the rest of the Agreement and constitutes an irrevocable consent by the Parties to any proceedings in terms hereof, which consent to arbitration shall survive the Agreement regardless of whether the Agreement is terminated for any reason whatsoever.
- 33.1.10. The arbitrator shall have the power to give default judgment if any party fails to make submissions on due date and/or fails to appear at the arbitration (or appeal).
- 33.1.11. Notwithstanding the above or any prior submission of the dispute to arbitration by the Lessee, the Lessor in its sole election, shall be entitled to bring any dispute before the South Gauteng High Court, the Republic of South Africa and the Lessee hereby submits to the jurisdiction of the High Court.
- 33.1.12. For the avoidance of doubt, and to ensure compliance with applicable procedural requirements, any proceedings relating to the eviction of the Lessee shall be instituted in the High Court having jurisdiction over the area in which the property is situated

33.2. URGENT RELIEF

Nothing in this Agreement shall preclude either Party from obtaining urgent or interim relief from the High Court of South Africa or any other competent organs of state created for the specific purpose of regulating the business or industry activities in which the Parties are engaged.

33.3. CONTINUED PERFORMANCE

Subject to the Lessor's right to withhold payment of amounts it disputes in good faith under this Agreement and to terminate the Agreement, each Party agrees to continue performing its obligations under this Agreement while any dispute is being resolved.

34. MISCELLANEOUS MATTERS

34.1. POSTAL ADDRESSES

34.1.1. For the purposes of giving any written notice in connection with this Agreement, the Lessor and the Lessee chooses the addresses set out in **Annexure A (Contract Data)**. The notice shall be deemed to have been duly given:

34.1.1.1. 10 (ten) Business Days after posting, if posted by registered post to the Party's address in terms of this clause;

34.1.1.2. on delivery, if delivered to the Party's physical address in terms of either this clause or clause 35.2 (addresses for service of legal documents); or

34.1.1.3. on despatch, if sent to the Party's then fax number and confirmed by registered letter posted no later than the next Business Day.

34.1.2. Each Party may change that Party's address for this purpose to another postal address in the Republic of South Africa, by notice in writing to the other Party. No notice shall be necessary in respect of a new or changed fax number.

34.1.3. Notwithstanding anything to the contrary contained herein, a written notice or communication actually received by a Party shall be adequate notice or communication to the Party notwithstanding that the notice or communication was not sent to or delivered at the Party's chosen address under this clause or clause 35.2 (addresses for service of legal documents).

34.2. ADDRESSES FOR SERVICE OF LEGAL DOCUMENTS

34.2.1. For the purposes of serving any documents in connection with any legal proceedings relating to this Agreement, (i.e., their domicilium citandi et executandi), the Lessor and Lessee choose the addresses set out in the Material Terms of the Agreement **Annexure A (Contract Data)**.

34.2.2. A Lessor or Lessee may change that their address for this purpose to another physical address in the Republic of South Africa, by written notice to the other Party. The change is effective two days after the notice is received.

34.3. **CHANGE OF NAME**

The Lessor shall be entitled, at any time during the currency of this Agreement and in its sole and absolute discretion, to change the name of the Airport.

34.4. **INTEREST ON ARREARS**

34.4.1. In the event that any amount owing by the Lessee under this Agreement is not paid on the due date, such overdue amount shall, without prejudice to any other rights or remedies available to the Lessor in terms of this Agreement or at law, automatically attract interest at the prime rate plus three percent (3%) per annum, calculated daily and compounded monthly, from the due date until the date of actual payment in full.

34.4.2. For the purposes of this clause, "prime rate" refers to the publicly quoted basic rate of interest per annum (as certified by any general manager of the Lessor's nominated bank, whose appointment need not be proven) at which that bank lends on overdraft to its most creditworthy corporate clients.

34.4.3. The imposition of interest shall not be construed as a waiver of the Lessor's right to enforce payment of the overdue amount or to exercise any other right, including the right to cancel this Agreement or to recover any damages arising from the Lessee's default.

34.5. **ENTIRE AGREEMENT**

This Agreement contains all the express provisions agreed on by the Parties with regard to the subject matter of the Agreement and the Parties waive the right to rely on any alleged express provision not contained in the Agreement.

34.6. **REPRESENTATIONS**

34.6.1. No Party may rely on any representation which allegedly induced that Party to enter into this Agreement.

34.6.2. Specifically, the Lessor does not warrant that:

34.6.2.1. the Premises is fit for the purpose for which it is let or the suitability, condition or safety of the Premises for the purpose for which it is let; or

34.6.2.2. the Premises will, at the Commencement Date, comply with any rules, regulations or requirements of any local authority applicable to the operation of the Business to be undertaken at the Premises; and

34.6.2.3. the Lessee shall be granted any licence, consent or permit or any renewal thereof from any lawful authority as may be required in order for the operation of the Business or for any change in respect of the use of the Premises or a change of any specifications which may be required by the Lessee.

34.6.3. The Lessor does however warrant that the Property is zoned so that the Premises may be utilised for the purpose of conducting the Business.

34.7. **VARIATION, CANCELLATION AND WAIVER**

Subject to the terms of this Agreement including the Management Rules, no contract varying, adding to, deleting from or cancelling this Agreement and no waiver of any right under this Agreement, shall be effective unless reduced to writing and signed by or on behalf of the Parties.

34.8. **NO INDULGENCES**

No indulgences, leniency or extension of time which the Lessor may grant or show to the Lessee shall, in any way, prejudice the Lessor or preclude the Lessor from exercising any of its rights in the future.

34.9. **LAW TO APPLY**

This Agreement and all matters or disputes arising herefrom or incidental hereto shall be governed and construed in accordance with the laws of the Republic of South Africa.

34.10. **SEVERABILITY**

In the event that this Agreement is effected by any legislation or any amendment thereto, or if the provisions herein contained are by virtue of that legislation or otherwise, held to be illegal, invalid, prohibited or unenforceable, then any such provisions shall be ineffective only to the extent of the illegality, invalidity, prohibition or unenforceability and each of the remaining provisions hereof shall remain in full force and effect as if the illegal, invalid, prohibited or unenforceable provision was not a part hereof. Should the Bank Guarantee or Suretyship be replaced or cancelled for whatever reason, then the validity of this Agreement shall not in any way be affected

34.11. **CONSENT NOT TO BE UNREASONABLY WITHHELD**

Wherever this Agreement provides that a Party's consent is required for the performance of, or omission to perform, any act by the other Party that the consent shall not be unreasonably withheld.

34.12. **COUNTERPARTS**

This Agreement may be signed by the Parties in one or more counterparts, provided that all such signed agreements shall be deemed to be one agreement enforceable in accordance with its terms.

34.13. **COSTS**

34.13.1. The costs incidental to the negotiation, drafting and preparation of this Agreement shall be borne by each Party at its own cost.

34.13.2. The Lessee shall be responsible for all costs, charges and expenses of whatsoever nature which may be incurred by the Lessor in enforcing its rights in terms hereof, including, without limitation, legal costs on the scale as between attorney and own client and collection commission, irrespective of whether any action has been instituted against the Lessee or not.

34.14. **PREMISES INSTALLATION**

The Premises will, if applicable, be fitted-out in accordance with the provisions set out in **Annexure H (Form of Special Terms & Conditions)** hereto.

35. **CESSION AND ASSIGNMENT**

35.1. The Lessee shall not be entitled to cede, assign, transfer or delegate ("Transfer") all or any of its rights, obligations and/or interest in, under or in terms of this Agreement to any third party without the prior written consent of the Lessor (which consent shall not be unreasonably withheld).

35.2. As a condition to the granting of consent by the Lessor, the prospective cessionary, assignee, transferee or delegate, as the case may be, must satisfy the vetting criteria determined by the Lessor

35.3. The Lessor shall be entitled, in its sole and absolute discretion, to Transfer any or all of its rights, obligations and/or interest in, under or in terms of this Agreement and shall notify the Lessee in writing of such Transfer.

36. **FORCE MAJEURE**

36.1. Neither Party shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent: (i) the default or delay is caused, directly or indirectly, by fire, flood, elements of nature, earthquake, rebellion, civil disorder, revolution, or any other cause beyond the reasonable control of that Party; and (ii) the non-performing Party is without fault and the default or delay could not have been prevented by reasonable precautions (a "Force Majeure Event"). Subject to clause 34, in such event, the non-performing Party is excused from further performance for as long as such circumstances prevail and the Party continues to use its commercially reasonable efforts to recommence performance. Any Party so delayed shall notify the Party to whom performance is due and describe the circumstances causing the delay.

36.2. If a *Force Majeure* Event substantially prevents or delays provision of the service rendered, the Lessor has the right to cancel the Agreement without any liability.

37. SPECIAL TERMS AND CONDITIONS

- 37.1. The general terms and conditions of this Agreement may be varied in writing at any time and from time to time by agreement between the Parties.
- 37.2. In the event that the Parties wish to vary all or any of the general terms and conditions of this Agreement they shall do so by preparing a Special Terms and Conditions Form (initialled by each of them and attached as an annexure to this Agreement).
- 37.3. In the event that there is a conflict between the general terms and conditions of this Agreement and those terms and condition provided for in a Special Terms and Conditions Form, the terms and conditions provided for in the Special Terms and Conditions Form shall prevail and take precedence over those contemplated in this Agreement, provided however that the Special Terms and Conditions Form references and specifically overrides the general terms and conditions in this Agreement. For purposes of the foregoing, a clause in the Special Terms and Conditions Form shall be deemed to reference and override a clause in this Agreement if it provides that it applies "notwithstanding" such clause.

38. RELATIONSHIP OF THE PARTIES

The Consultant, in providing the Services hereunder, is acting as an independent contractor. Neither Party is an agent of the other or has any authority to represent the other as to any matters, except as expressly authorised in this Agreement.

39. EMPLOYMENT EQUITY

In the conduct of the Business, the Lessee undertakes to actively promote and encourage employment equity and, in particular, undertakes not to discriminate against any person on the basis of race, colour, sex, religion, age, national or ethnic origin, political belief, veteran status or handicap.

40. BROAD-BASED BLACK ECONOMIC EMPOWERMENT

- 40.1. 5 (five) days prior to the date of occupation, the Lessee shall furnish the Lessor with a valid B-BBEE verification certificate issued by a rating agency accredited by the South African National Accreditation System (SANAS), reflecting the Lessee's current black ownership level, together with the Lessee's current B-BBEE rating.
- 40.2. The Lessee shall further provide a valid B-BBEE verification certificate issued by a rating agency accredited by (SANAS) annually.
- 40.3. The Lessee shall, for the duration of the Agreement:
- 40.3.1. maintain or improve its B-BBEE rating;

- 40.3.2. notify the Lessor in writing within 14 (fourteen) days of any occurrence which has or is reasonably likely to have an impact on its B-BBEE rating, including any change to its B-BBEE rating; and
- 40.3.3. notify the Lessor in writing within 30 (thirty) days of such occurrence or change in the B-BBEE rating of steps that have been and/or will be taken to restore its B-BBEE rating.

41. TRANSFORMATION PLAN

- 41.1. The Lessee acknowledges and agrees to align its operations with the Lessor's Economic Transformation Strategy which is hereby incorporated by reference into this Agreement.
- 41.2. Where the Lessee is a B-BBEE rating One (1) to Level Eight (8) Contributor as per the Revised Codes of Good Practice (RCoGP), the Lessee shall submit, within 30 (thirty) days of the Commencement Date, a Transformation Implementation Plan ("Plan") detailing how it will sustain or improve its current B-BBEE rating throughout the Lease Period.
- 41.3. Where the Lessee is a B-BBEE Non-Compliant Contributor, the Lessee shall submit a detailed Transformation Implementation Plan within 30 (thirty) days of the Commencement Date, which shall include, at a minimum, the following:
- 41.3.1. Employment Equity targets and initiatives aligned with the Employment Equity Act, No. 55 of 1998;
- 41.3.2. Skills Development programmes, including upskilling of black professionals, youth, women, and persons with disabilities, with a minimum spend of 0.25% of contract value;
- 41.3.3. Enterprise and Supplier Development (ESD) initiatives; and
- 41.3.4. Socio-Economic Development contributions, including community upliftment initiatives around the airport precincts.
- 41.4. The Transformation Implementation Plan referred to in clauses 42.2 and 42.3 above must be approved by the Lessor.
- 41.5. The Lessee shall submit a quarterly progress report to the Lessor detailing the measures undertaken and progress achieved in giving effect to the Transformation Implementation Plan, including measurable outcomes in Employment Equity, Skills Development, Enterprise and Supplier Development, and Socio-Economic Development using the Lessor's Transformation Baro-meter or an equivalent format approved by the Lessor.
- 41.6. The Lessor shall be entitled to conduct annual transformation audits or reviews to assess the Lessee's compliance with its Transformation Implementation Plan.
- 41.7. Failure to comply with the Transformation Implementation Plan or to meet agreed transformation targets shall constitute a material breach of this Agreement and may result in:

- 41.7.1. a written notice of non-compliance and a 60 (sixty) day rectification period; and
- 41.7.2. termination of this Agreement in accordance with Clause 29.

[signatures on following page]

SIGNED by the Parties and witnesses on the following dates and at the following places respectively:

FOR AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Signature: _____
who warrants that he / she is duly authorised thereto

Name: _____

Date and Place: _____

Designation: _____

Witness 1

Name : _____

Signature: _____

FOR

Signature: _____
who warrants that he / she is duly authorised thereto

Name: _____

Date and Place: _____

Designation: _____

Witness 1

Name : _____

Signature: _____

ID Number: _____

ANNEXURE A : (CONTRACT DATA) FURTHER MATERIAL TERMS OF LEASE

LESSOR'S DETAILS	
Chosen domicilium of the Lessor	
Telefax Number	
Attention:	Senior Manager: Spatial Portfolio (Property)
Bank account of the Lessor for payment of all Rentals operating costs and any other payments to the Lessor	
DETAILS OF PREMISES	
Airport	
The Property	
The Building	
Terminal	
Description of the Premises including size thereof (as more fully demarcated in Annexure C (Plan))	
Business to be conducted by the Lessee on the Premises	
Business times and days	Airport operational hours
LESSEE'S DETAILS	
The Lessee	
Lessee's Registration Number	
Postal address of the Lessee	
Chosen domicilium of the Lessee	
Telefax Number	
Attention	
Lessee's VAT Registration Number	
Lessee's BBBEE Level	
LESSEE'S DETAILS	
Tender Reference Number	
Commencement Date	

Termination Date	
MINIMUM RENTAL	
Turnover Rental Percentage	
Annual escalation of Rental % per annum on and with effect from each anniversary of the Commencement Date	
OPERATING COSTS	
Operating Costs, payable monthly in advance on or before the first day of the month.	
Pro-rata percentage	N/A
Commencing operating costs	N/A
Annual escalation of Operating Costs	N/A per annum on and with effect from each anniversary of the Commencement Date
Utility Charges	Consumption of utilities are payable in addition to rental
SECURITY DEPOSIT	
Xxx being the Rental payable in respect of the first month of the Lease, for three (3) months.	
MINIMUM AMOUNT OF INSURANCE COVER OF LESSEE	
[R.....]in respect of public liability insurance for land side areas of the Airport	Not Applicable
[R.....] in respect of public liability insurance for airside areas of the Airport, but with no direct access to the apron and third-party aircraft	Applicable
[R.....]in respect of public liability insurance for airside areas of the Airport with direct access to the apron and third-party aircraft	Not Applicable

ANNEXURE B : RESOLUTION OF THE LESSEE

Resolved that:

- (1) the terms and conditions of the lease agreement entered into on or about _____ between Airports Company South Africa Limited (registration number 1993/004149/30) ("**the Lessor**") and _____ (registration number _____) ("**the Lessee**"), a copy of which was tabled at the directors meeting ("**Lease Agreement**"), be and are hereby approved, and resolved further that the Lessee enter into the Lease Agreement;

- (2) _____ or, failing him/her, _____, be and is hereby authorised to sign all documents and perform all acts on behalf of the Lessee that may be required in respect of the execution by the Lessee of the Lease Agreement and that all acts already taken in this regard by either of the aforementioned be and are hereby confirmed and ratified; and

- (3) the board of directors of the Lessee confirm and accept that the Lessee is bound by all of the terms and conditions of the Lease Agreement.

Full Name/s	Capacity / Designation	Signature

ANNEXURE C : PLAN

INITIAL HERE:

Lessor

Lessee

ANNEXURE D : IRREVOCABLE PAYMENT GUARANTEE

We, the Bank of South Africa, registration number (“the Bank”), unconditionally undertake to pay on demand Airports Company South Africa SOC Limited (hereinafter referred to as “ACSA”), without limitation of liability hereunder, the sum stated (as specified in 1.3 below) as due and owing by (hereinafter referred to as “the Lessee”), pursuant to a lease agreement in respect of certain premises situated at, upon receipt of the following mandatory documents:

- 1.1 a copy of a written demand issued by ACSA, or its duly authorised agent, to the Lessee, stating that the sum owing as per Certificate of Balance issued by a Financial Manager of ACSA (or its duly authorised agent/representative) has not been made in terms of the lease agreement and, failing such payment, within seven (7) calendar days, ACSA intends to call upon the Bank to make payment;
 - 1.2 a written demand issued by ACSA to the Bank at the address or email provided below, with a copy to the Lessee stating that a period of seven (7) calendar days has elapsed since the first written demand and that the sum certified has still not been paid and that therefore ACSA calls up this guarantee and demands payment of the sum demanded; and
 - 1.3 a copy of the Certificate of Balance as issued by a Financial Manager of ACSA (or its duly authorised agent/representative) confirming the total amount due and owing to ACSA by the Lessee pursuant to the lease agreement.
2. The Bank’s liability under this guarantee is principal in nature and is not subject to or accessory to the lease agreement referred to herein, or any other agreement and any reference herein to the lease agreement or any other agreement shall not be construed as an intention to create an accessory obligation or a suretyship.
 3. The Bank’s liability shall not be reduced, or in any way affected by any alterations of the terms of the lease agreement, or by any other agreements made between ACSA and the Lessee.
 4. The Bank shall pay on demand and will not determine the validity of the amount or correctness of the amount demanded or refuse to pay by reason of pending dispute between the Lessor and the Lessee or become party to any claim or dispute of any nature between ACSA and the Lessee, or between ACSA and any other party.
 5. This guarantee is neither negotiable nor transferable and is restricted to the payment/s of a sum/s of money only.
 6. This guarantee shall be regarded as a liquid document for the purposes of obtaining a Court Order.
 7. This guarantee will expire [which must be six months after the termination date of the lease agreement] unless extended or in the event that the Lessee sells its business as a going concern and a subsequent further Cession is registered. No further claims will then be considered by the Bank after the expiry date or date of cession.

- 8. This guarantee may be terminated or cancelled by the Bank upon 6 (SIX) calendar months' written notice to ACSA stating reason (s) for cancellation attaching a copy of notice to the Lessee, and shall remain of full force and effect in respect of any liability which arose prior to such termination or cancellation.
- 9. Any changes to the terms and/or conditions of this guarantee shall first be agreed to in writing by ACSA, the Lessee and the Bank.
- 10. The Bank shall make payment to the ACSA, immediately upon receipt of the mandatory documents (being the written demand to the LESSEE and copy of the Guarantee), and by no later than the expiry of a period of 72 hours following receipt, and by electronic payment to the following account:

NAME OF ACCOUNT HOLDER : AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
 BANK / BUILDING SOCIETY :
 BRANCH CODE :
 BRANCH NAME :
 ACCOUNT NUMBER :
 TYPE OF ACCOUNT : (*Savings, Transmission or Current*)
 TENANT REFERENCE :

11. This original guarantee must be returned to the Department; branch of the Bank by ACSA or its duly authorised agent either:

11.1 on expiry of the guarantee; or

11.2 at the end of the notice period in the event of the Bank giving notice to withdraw from the guarantee.

Signed at _____ on this _____ day of _____ 20____.

BANK SIGNATORY	WITNESS

BANK SIGNATORY	WITNESS

Bank's Seal or Stamp

ANNEXURE E : AIRSIDE SERVICE PROVIDER AGREEMENT N/A

ANNEXURE F : MANAGEMENT RULES**1. SCOPE**

This manual incorporates all activities specific to Airports Company South Africa Airports and includes all rentable space leased to stakeholders and how they should conduct themselves in terms of use, safety and security measures, maintenance (such as surface, building and electrical maintenance), waste removal, as well as any other operational related activity. The areas contained in this document, applicable to all facilities within all precincts at Airports Company South Africa Airports.

2. OBJECTIVE

The objective is to provide guidance to airport stakeholders to ensure an understanding of ACSA's requirements and procedures, when making use of premises or facilities at the airport.

3. DEFINITIONS

- a. **Landside** - The area of an airport and buildings to which the non-travelling public has access to.
- b. **Airside** – The movement area of an airport, adjacent terrain and buildings or portions thereof, access to which is controlled.
- c. **Passenger Terminal** – The area of an airport and buildings to which the passenger and non-travelling public has access to.
- d. **Hangar Area** – The area of an airport and buildings to which the non-scheduled aircraft and aircraft maintenance companies have access to.
- e. **Common Area** – Those areas that allow access to all operators/users/lessee's on a non-exclusive basis.
- f. **Exclusive Areas** – An area designated by ACSA for the exclusive use of the operator/user/lessee by means of an agreement.
- g. **Airport Apron** – A defined area, on a land aerodrome, intended to accommodate aircraft for purposes of loading or unloading passengers, mail, cargo, refuelling, parking or maintenance.

4. SECURITY**4.1 ACCESS AND EGRESS CONTROL (LANDSIDE)****Foreign Airlines/Warehouse Area**

- **Weekdays (from 06h00 to 19h00)**

Permit holders to gain access by presenting permits to security

Non-permit holders to sign in register and security to verify registration numbers and check against valid Identity Document for Identity Numbers and names i.e. SA Identity document, passport, driver's licence.

- **After hours weekdays and weekends (18h00 to 06h00)**

Non-permit holders to sign in register and produce Identity Documents/Passport/Drivers Licence.

No vehicles is to be allowed to park inside cargo area except delivery vehicles and vehicles with parking discs.

Foreign Airlines (access through warehouses)

- Approval to be obtained from operator/user/lessee in order to access warehouse area, displaying relevant permit.
- Should the person requiring access via the warehouse not be in possession of a permit he/she needs to be escorted for the duration of the visit by a person from that specific warehouse.

General Aviation (Hangar Facility)

- All employees and contractors shall be in possession of a valid ACSA permit.
- Visitors must sign the register at the security entrance gate.
- All entering said area may be subjected to ad-hoc inspections conducted by Security or SAPS.

4.2 ACCESS & EGRESS CONTROL (AIRSIDE)

Airside/Landside Boundaries

Permit holders to:

- Display valid ACSA permits for apron access at security points as required per the ACSA Permit Policy.
- Be subject to security and/or safety checks by ACSA and bodily searched if required by Security.
- Vehicles will be searched by Security as required at the time and are to confirm to Security and Safety requirements.
- Vehicles to display relevant permits, signage and strobe lights as prescribed by the

ACSA Safety and Security regulations.

General Security

The operator shall be entitled, at its cost, to implement security measures in order to protect its property such as vehicles, equipment, exclusive use areas (if any) by means of its own employees or a third party appointed by the operator, provided that:

- ACSA is given at least (30) thirty days prior written notice of the operator's intention to implement such security measures;
- such security measures are implemented in a manner acceptable to ACSA and is no in conflict with any of ACSA's policies, SACAA and/or IATA regulations or requirements for the time being; and/or applicable law or regulation, as amended or substituted from time to time;
- the Lessee may also install and alarm and intercom link, linking the gate, ACSA Control Room and the SAPS Client Services Centre in order to provide assistance in instances of emergencies;
- ACSA, SAPS and SARS reserve the right to conduct audits, surveys and/or inspection without notification to assess conformance to the required standards;
- monthly risk assessments are done by the Lessee and records of such assessments are maintained; and
- all staff and/or contractors who enter any cargo warehouse or hangar facility which are demarcated as customs-controlled areas shall be in possession of a valid ACSA permit.

5. SAFETY MEASURES

The Operator/User/Lessee shall:

- comply with any security, health, safety and emergency measures required by ACSA at the airport;
- ensure that the common use areas, common use facilities, exclusive use areas, airport apron and the airside areas are not left in a dirty, untidy and unsanitary condition after use thereof;
- at all times wear its uniform (and reflective clothing acceptable to ACSA) whilst airside;
- be in possession of an appropriate, valid personal and vehicle permit issued by ACSA;
- wear or display in a prominent position a valid and appropriate permit issues by ACSA at all times whilst on the airport;

- be subject to security and/or safety checks by ACSA, whether such checks are routine or otherwise, and at a level that is in accordance with ACSA's policies where applicable for the time being to all airside service providers, users and operators at the airport and ACSA's own staff;
- ensure that any vehicle reasonably required to be operated in or on the airport apron or airside is equipped with warning strobe lights and radio equipment required by ACSA from time to time;
- ensure that each of its employees, representatives, agents and vehicles wear or display in a prominent position the name of the operators or the airside service provider (as the case may be) at all times while on or about the airport for any reason whatsoever; and
- ensure that it is at all times represented on and complies with all the rules, policies, directives, regulations and procedures of the Airside Safety Committee.

6. RULES FOR DRIVING ON AIRSIDE

On airside the operator/user/lessee shall:

- operate a vehicle only within the approved area of operation specifically designated for this purpose by ACSA;
- obey all speed limits applicable in or on the airport. Should the operator repeatedly breach such speed limits, ACSA shall have the right (by giving three months prior written notice) to request that the operator (or the airside service provider), at its own cost, install in its vehicles maximum speed restriction devices as specified by ACSA;
- obey all road signs, road markings and security personnel on duty at the airport;
- ensure that all loose materials, equipment and garbage carried on any of its vehicles are properly covered or secured to prevent accidental spillages; and
- comply further with the rules and procedures defined in ACSA's Airside Vehicle Control Manual, as amended from time to time, a copy of which will be made available to the operator as soon as reasonably possible after request.

7. OBLIGATIONS IN REGARD TO THE AIRPORT APRON

The operator/user/lessee shall:

- not bring onto the airport any offensive, hazardous, noxious, toxic, corrosive or dangerous substances;
- ensure that no waste or litter shall be dropped or deposited anywhere on the airport apron;

- dispose of any foreign objects in the receptacles identified by ACSA for that purpose; and
- use its best endeavours to ensure that the airport apron is at all times kept clean and tidy.

8. THE COMMON USE FACILITIES AND COMMON USE AREAS

The operator/user/lessee shall only be entitled to use the common use facilities and common use areas on a non-exclusive basis, jointly and together with other stakeholders.

9. TERMINAL

The operator shall be entitled to use the common use areas and common use facilities for the purpose of conducting their business as per their lease agreement and in terms of their registered business criteria.

10. BUILDING ALTERATIONS

In the event of any building alterations the ruling house rules and fit out conditions must be adhered to. "All activities must be in compliance to all relevant by-laws"

11. ACSA'S RIGHT TO INSPECT AND ACCESS

ACSA and/or its duly authorised representatives shall be entitled at all times to inspect any part of the common use areas and/or the common use facilities without any notice to the operator.

12. AIRSIDE PENALTY SYSTEM

The Penalty system is divided into various Chapters of Offence. The Authority has the mandate in terms of the following:

- Aviation Legislation in South Africa, Aviation Act 1962(Act No. 74 of 1962);
- the Occupational Health and Safety Act, Act 85 of 1993; and
- the National Road Traffic Act (Act 93 of 1996) section 10, which is authorised to ensure compliance.

The administration of the system will be in conjunction with the Local Authorities and certified Peace Officers at ACSA airports. All operators will be subject to the stipulated penalty system.

- **Vehicle and Equipment Serviceability (ACSA Airfield Regulations: Operational Airfield Regulations D030 000 008 – Airside Vehicle Regulations)**, the penalty system addresses the above mentioned under Chapter 2: Offences – Equipment Serviceability. Where the vehicle/equipment is found to be unserviceable it must be removed from the airside operational area with immediate effect. Only after an inspection has been carried out to ensure compliance, will the vehicle/equipment be re-instated. This includes the process of inspection to reduce the number of non-operational vehicles on airside.

- **Induction Training (OHS Act 85 or 1993, Section 8)**

All temporary and permanent personnel who are required to enter the airside for whatever reason are to attend the Airside Safety Induction training to ensure that they perform their respective duties safely. The onus is on the Stakeholder to ensure that an accredited trainer has conducted training as per the curriculum established by the Aerospace Chamber in terms of the National Training standards. The Safety Department in conjunction with the Permit Office will audit the process

- **Airfield Safety Regulations – Contractors**

Contractors must abide by all rules and regulations specified in the document “Health and Safety Contract”. Specific reference is made to Section 16 of the document pertaining to the Airfield Safety Rules and Regulations.

- **Impounding Procedure: Vehicles and Equipment (ACSA Airfield Regulations)**

(D 030 000 008 – Removal and impounding of vehicles and equipment)

Vehicles and equipment which are in contravention of the above-mentioned regulations are impounded and released after the payment of a fine. This includes vehicles/equipment which are considered unserviceable.

(A memorandum of understanding is in place between ACSA and the Local Council, which assists in the process of impounding)

- **Airside Drivers Permit (ACSA Airfield Regulations: D 030 000 008 – Airside Driving Regulations, Apron Regulations: B003 004: Airside Vehicle Permits**

All vehicles and ground support equipment on airside must have an ACSA Airside Vehicle permit displayed clearly. All drivers must be in possession of a valid ACSA driving permit commensurate to the vehicle that is being driven and must comply with all airside driving regulations and the Section 10 of the National Road Traffic Act.

- **Reporting of Accident/Incident: ACSA Airfield Regulations B021 001**

All incidents and accidents are to be reported to the Airports Authority via the Internet

- **Safety Award System**

Stakeholders are encouraged to participate in this award system as a motivational tool to improve safety awareness at airports (Implemented at ACSA)

13. CONSTRUCTION AND BUILDING ALTERATIONS

All activities must be in compliance to all relevant by-laws

In the event of any building alterations the ruling house rules and fit out conditions must be adhered to. The document is available on request.

14. OTHER OPERATIONAL REQUIREMENTS

General Housekeeping

- Ensure that waste in common and exclusive areas are discarded in containers provided by ACSA Service providers and foreign objects on apron are discarded in bins provided.
- Take responsibility for the common area and remove all operational/other waste to bins provided.
- Ensure common use areas, common use facilities, exclusive use areas, airport apron and the airside area is left in a neat, tidy and hygienic condition at all times.
- Ensure all common use and operational areas such as the area within 3m of perimeter wall, tow away zones and other restricted areas are clear of equipment and other items such as dollies, cargo, waste and vehicles. **Failure to comply herewith will result in the impoundment of such equipment and items.**
- Ensure the safeguarding of and ACSA property by compliance to speed limits, ensuring no damage is caused to pillars, barriers, walls or roadways.
- Any spillages on surfaces and tarmacs are cleaned by the operator/user/lessee.

15. GENERAL

All stakeholders at the airport are required to maintain good housekeeping practices that are in line with ACSA's aviation safety and security regulations. Weekly or monthly audits of the area may be conducted.

ANNEXURE G : CONDITIONS OF USE N/A

INITIAL HERE:

_____ Lessor

_____ Lessee

ANNEXURE H : FORM OF SPECIAL TERMS AND CONDITIONS

This Special Terms and Conditions Form dated as of _____ (the "Special Terms and Conditions Form") is being executed pursuant to the services agreement entered into between Company South Africa SOC Limited ("the Lessor") and _____ (Registration No: _____) (the "**Lessee**") dated as of _____ (to which a form of this Special Terms and Conditions Form was attached as an **Annexure H**), the terms of which are incorporated herein by reference. All capitalised terms used but not defined herein shall have the meanings given to them in the Lease Agreement. Reference herein to the "**Parties**" shall be construed as reference to the Lessor and the Lessee, collectively or individually, as the context may require.

DESCRIPTION OF SPECIAL TERMS AND CONDITIONS

SIGNED BY THE PARTIES AND WITNESSES ON THE FOLLOWING DATES AND AT THE FOLLOWING PLACES RESPECTIVELY:

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Signature: _____
who warrants that he / she is duly authorised thereto

Date: _____

Place: _____

Witness _____

(WITNESSES MUST BE THE SAME WITNESSES THAT SIGNED GENERAL CONDITIONS OF AGREEMENT)

Signature: _____
who warrants that he / she is duly authorised thereto

Date: _____

Place: _____

Witness _____

ANNEXURE I : ANTI-CORRUPTION UNDERTAKINGS

1. The Lessee hereby agrees and undertakes that in accordance with this agreement and the transactions contemplated by this agreement, it will comply with all applicable laws and anti-corruption laws, rules and regulations, decrees and/or official government orders of the Republic of South Africa, with particular reference but not limited to the provisions of the Prevention and Combating of Corrupt Activities Act 12 of 2004, the Airports Company Act 44 of 1993, the Airports Company Amendment Act 2 of 1998, the Public Finance Management Act 1 of 1999 and the Constitution of the Republic of South Africa; and the laws of any country where any of the parties will undertake the performance of their obligations in connection with this agreement.

2. The Lessee represents, warrants and undertakes that it, and each of its owners, directors, officers, employees, and every other person acting on its behalf will not engage in acts or transactions (including any not involving a party), otherwise in violation of or inconsistent with the principles of any applicable anti-corruption legislation, including but not limited to anti-corruption laws of the Republic of South Africa or successor legislation. For the purposes of this undertaking, the applicable laws of the Republic of South Africa, and the laws of any other country where any of the parties will undertake the performance of their obligations, shall be deemed to apply to each party regardless of whether the party is otherwise subject to those laws.

3. The Lessee do hereby agrees and undertakes that in accordance with this agreement whether in the Republic of South Africa or elsewhere, it and each its affiliates have and will apply effective disclosure controls and procedures; have and will maintain proper and accurate books, records and accounts, for a period of at least three (3) years after the period to which they relate, which, in reasonable detail, accurately and fairly reflect any and all payments made, expenses incurred and assets disposed of; and have and will maintain an internal accounting controls system that is sufficient to ensure the proper authorisation, recording and reporting of all transactions to provide reasonable assurances that violations of the anti-money laundering or anti-corruption laws of the applicable jurisdictions will be avoided, prevented, detected and deterred.

4. The Lessee represents and warrants that:
 - 4.1. to the best of its knowledge and belief neither it nor any of its directors, or other officers, employees, partners, shareholders, agents, consultants or representatives:
 - 4.1.1. has at any time been found by a court in any jurisdiction to have engaged in any corrupt activity (or similar conduct);
 - 4.1.2. has at any time admitted to having engaged in any corrupt activity;
 - 4.1.3. has at any time been investigated or been suspected in any jurisdiction of having engaged in any corrupt activity (or similar conduct).

5. The Lessee confirms that it does not know or have any reason to suspect that:
 - 5.1. the proceeds, funds or property that are the subject of any transactions under this agreement involving the parties are or will be derived from, or related to, any illegal and fraudulent activities under any applicable laws; and
 - 5.2. the proceeds, funds or property that are or will be the subject of such transactions are not intended to commit, further, or sponsor a violation of applicable law, including but not limited to violations of any tax, customs or revenue laws;
6. If at any time the Lessor becomes aware that any of the circumstances represented or warranted in this agreement are not as it has confirmed, it will notify the Lessee immediately in writing.
7. In the event that the Lessor believes in good faith that the Lessee may not be in compliance with the undertakings and/or requirements set forth in this agreement, then the Lessor shall advise the Lessee in writing of its good faith belief and the Lessee shall co-operate fully with any and all enquiries undertaken by or on behalf of the party in connection therewith, including the provision by the Lessee of personnel and supporting documents and affidavits, if reasonably deemed necessary by the other party.
8. The Lessee shall subject to this agreement, allow the Lessor to review or audit its books, records and files relating to this agreement and will provide information and answer any reasonable questions that the other parties may have and will raise relating to its performance of this agreement.



CONFIDENTIAL



INITIAL HERE:

Lessor

Lessee