

ADDENDUM TO AGREEMENT OF LEASE

made entered into by and between

DRILL PRESS HOLDINGS (PTY) LTD

(Registration Number: 2018/366771/07)

(Vat Number: 4570284994)

(hereinafter referred to as “the Landlord ”)

and

SOUTH AFRICAN HUMAN RIGHTS COMMISSION

(REGISTRATION NUMBER: N/A)

(VAT NUMBER: N/A)

trading as

SOUTH AFRICAN HUMAN RIGHTS COMMISSION

(hereinafter referred to as “the Tenant”)



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GROUND FLOOR OFFICES – 18 KELLNER STREET – WESTDENE - BLOEMFONTEIN

PREAMBLE

WHEREAS the Agreement of Lease signed on behalf of the Tenant and the Landlord (hereinafter referred to as "the Principal Agreement") in respect of **Ground Floor Offices – 18 Kellner Street, Westdene, Bloemfontein** (hereinafter referred to as "the Leased Premises") for a period commencing **01 JANUARY 2022** and terminating on **31 DECEMBER 2022**.

AND WHEREAS the Parties wish to record their agreement in writing.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

- 1.1 In this Agreement, unless inconsistent with or otherwise indicated by the context:
- 1.2 "the/this Agreement" means the Third Addendum to the Agreement of Lease;
 - 1.2.1 "effective date" means **01 JANUARY 2023**, notwithstanding the signature date;
 - 1.2.2 "the signature date" means the date on which this Agreement is signed by the Party last signing in time;
- 1.3 Words importing any one gender include the other gender, the single includes the plural and *vice versa*, and natural persons include legal persons and *vice versa*.
- 1.4 Clause headings in this Agreement have been inserted for convenience only and shall not be taken into account in its interpretation.
- 1.5 Words and expressions defined in the Principal Agreement and not defined in this Agreement shall bear the meanings assigned to them in the Principal Agreement.
- 1.6 The preamble forms part of the substantive body of this Agreement and is not included merely for the purposes of introduction or background.
- 1.7 This Agreement shall be governed by and construed and interpreted in accordance with the law of the Republic of South Africa.

2. AMENDMENTS TO THE PRINCIPAL AGREEMENT

- **Renewal Commencement Date:** **01 January 2023**
- **Expiry Date:** **30 June 2023**
- **Renewal Rental:** **R 57 746.36 p/m Excl. VAT**
- **Renewal Parking Rental (8 Bays):** **R 3 697.36 p/m Excl. VAT**
- **Municipal Rates:** **R 6 841.82 p/m Excl. VAT (Yearly escalation with Municipal Increases every July)**
- **Municipal Refuse:** **R 182.82 p/m Excl. VAT (Yearly escalation with Municipal Increases every July)**
- **Municipal Sewerage:** **R 1 246.75 p/m Excl. VAT (Yearly escalation with Municipal Increases every July)**
- **ADDENDUM FEE:** **R 850.00 Excl. VAT**

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3. REMAINING PROVISIONS

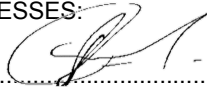
- 3.1 It is specifically recorded that all the terms and conditions of the Principal Agreement, shall remain in full force and effect save insofar as such terms and conditions have been herein specifically altered, amended, replaced or annulled in writing by both Parties.
- 3.2 In the event of ambiguity or conflict between this Agreement and the Principal Agreement, the provisions of this Agreement shall apply.

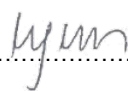
4. GENERAL

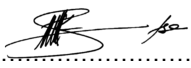
- 4.1 This is the entire agreement between the parties.
- 4.2 Neither party shall rely upon any warranties, representations, disclosures or expressions of opinion which have not been specifically incorporated into this Agreement as warranties or undertakings.
- 4.3 No consensual cancellation or variation of this Agreement will be of any force or effect unless reduced to a written document and signed by the parties.
- 4.4 Should any one or more of the provisions of this Agreement be unenforceable, unlawful, void or in contravention of any legislation for any reason whatsoever, then such provision(s) shall be severed from this Agreement and the remaining provisions shall be of full force and effect.
- 4.5 The Tenant undertakes to comply with the requirements of the Financial Intelligence Centre Act, No. 38 of 2001, as amended; and specifically, without limiting the generality of the foregoing, to furnish the Landlord (or its agents) with the required documents as contained in such Act.

THUS DONE AND SIGNED AT Braamfontein ON THIS THE 23 DAY OF December 2022.

AS WITNESSES:

1.  AC Rassool

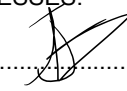
 Acting Chief Executive Officer

2.  Kenneth Seretse

Lorinda Lynn
**FOR: THE TENANT, being duly
authorised**

THUS DONE AND SIGNED AT Bloemfontein ON THIS THE 6 DAY OF January 2023
~~2022.~~

AS WITNESSES:

1. 



2. _____

**FOR: THE LANDLORD, being duly
authorised**



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