

AGREEMENT OF LEASE

Ver. 5



Nicolas Coetsee - Family Trust
ie: Trustee Elzoin Coetsee
WIS N. Jacobs
ie: W. J. Jacobs

ID: 7703270017082
8903010217082
ID: 7904125004081

(THE LANDLORD) and

(THE TENANT)

spect of rental property situated at: 11 Villa Portia, 2 Walua Tre, Bergsig, Heidelberg.
hereby agreed that the above-named parties shall let and hire the rental property on the terms and conditions contained herein. The following annexure (if any mark) form an integral part of this Agreement of Lease.

List of defects (Clause 10)
Inventory of Furniture and equipment (Clause 25)
House rules (Clause 31)
Authority and Mandate for debit order payment instructions (Clause 4)

HENMAR PROJECTS CC t/a
MARKON RENTALS
REG: 2002/081662/23
011 362 5237

references herein to MARKON RENTALS (hereinafter referred to as MARKON) mean HENMAR PROJECTS Henmar Projects trading as a MARKON
MARKON franchise.
amount payable by the Tenant on signature hereof: TPN R250-00

Section Fee 1 First Month Rent R7500-00
Deposit R7500-00 Administrative Fee R1750/00

TOTAL: R18500-00

Water & electricity deposit R1500-00

LEASE PERIOD: This lease shall be for a period of 12 months, commencing on 1 November 2025 and unless termi
nated by operation of law or by virtue of any of the provisions herein after contained, shall expire at midday on 31 October 2026 subject to the requirem
ent of clause 5 hereof.

RENT: The rental for the premises shall be the sum of R7500-00 per month and the Tenant hereby acknowledges such rental
is reasonable. The said rental shall be paid monthly, in advance on the first day of each and every month during the currency of this lease, without any ded
uction. The Tenant must pay the rent into the MARKON trust account as per the statement details. Should any cheque or debit order payment be dishonored by the ba
nk, the Tenant will pay MARKON a charge of 15% (fifteen percent) of the rental amount. If the Tenant pays in cash, he/she shall be liable for any cash handling fees incurred. The La
ndlord's agent shall furnish the Tenant with a written receipt for each payment received from the Tenant in terms of sections 5(3) and (b) of the Rental Housing Act 19
97 will, however, be accepted at any MARKON premises. Bank deposit slips and/or internet confirmation of rent payments made into the MARKON trust account will se
rve as the tenant's written proof of payment and will not require MARKON to issue a written receipt for such rent payment received.

STATEMENTS / RECEIPTS: No hand-delivered statements/receipts will be done by MARKON. The Tenant hereby agrees that the statement should be delivered by:
☒ Tel/fax ☒ E-mail ☒ Sms ☐ To be collected at the MARKON branch. The Tenant remains liable to inquire about the statement/receipt if not
received from MARKON

AUTHORITY AND MANDATE FOR DEBIT ORDER PAYMENT INSTRUCTIONS:

I/we hereby authorize MARKON to issue and deliver payment instructions to MARKON's banker for collection against my/our bank account at my/our bank on condition that the sum
of the payment instructions will never exceed my/our obligations as agreed to in this Agreement of Lease.

TERMINATION: Unless at least two calendar months prior to the said termination of the fixed period the one party gives to the other party written notice, to the ot
her party, the tenancy shall continue thereafter for an indefinite period, subject to termination by either party giving to the other two calendar months written notice of such term
ination. Provided that the Tenant shall have performed all his/her obligations in terms of this Agreement of Lease. Such continuation shall be on the same terms and con
ditions as this lease save that the Landlord reserves the right to increase the rent payable with a two calendar months' written notice to the Tenant. Unless otherwise sta
ted, there will be a 10% (ten percent) annual escalation of the rental amount which will automatically come into effect 12 months from commencement of this Agree
ment of Lease and every twelve months thereafter.

RATES AND TAXES:

The Landlord shall pay all rates and taxes and/or levies, including availability charges, due in respect of the premises to the local authority, Body Corporate, Share
holders' company, or Home Owner's Association concerned.

Should the rates and taxes and/or levies (B.1) increase during the lease period, the Landlord shall have the right to increase the rental herein by a percentage pro-rata to
the increase.

ELECTRICITY AND WATER:

The Tenant shall pay, as and when it becomes due, all charges for electrical current, water, service charges, sewerage, refuse, and telephone charges plus VAT in
respect of the premises and shall make all necessary arrangements in that regard directly with the Landlord and suppliers if required by the Landlord.

If an electrical sub-meter has been installed on the premises, the Tenant shall pay the Landlord or his agent, each month within 10 days of being presented w
ith the bill, the appropriate charge for electricity consumed as read on the sub-meter by the Landlord or his agent.

If the Tenant fails to make payment to the Landlord or his agent in the time period set, the Landlord or his agent shall be entitled to terminate the supply of electri
city to the Tenant, without prejudice to any or all rights available to the Landlord in law.

MAIN WALL AND ROOFS: The Landlord shall keep all walls, roof, plumbing, and electrical fixtures in good order, but do not take responsibility or liability for dama
ge to the Tenant's property caused by leakage or fire. The Landlord hereby authorises MARKON to affect at the Landlord's expense any necessary repairs as soon as possibl
e.

MAINTENANCE OF INTERIOR, GARDEN, AND SWIMMING POOL: The Tenant shall be responsible for the maintenance of the inside of the premises, the garde
n, and the swimming pool (garden and swimming pool excluded if the rental premise is a flat unit) and further acknowledges to have received same in good condition. The
Tenant undertakes to maintain and re-deliver the same at the expiration or sooner termination of this lease, in a like good order and condition as at the inception of this le
ase, except for fair wear and tear. In the event of the Tenant not maintaining a reasonable standard of the garden and pool, the Landlord and/or his agent, reserve the right
to instruct a garden and/or pool service to do so at the cost of the Tenant. The Landlord however agrees to maintain the swimming pool pump and to affect any nece
ssary repairs thereto unless it can be proven that the damage to be repaired was caused by the Tenant.

TENANTS LIABILITY: The Tenant acknowledges that during the currency of this lease, he/she is liable for the maintenance, repair, or replacement of any damage
to the premises, including but not limited to: doors, locks, light bulbs, keys, glass, window fasteners, bath, hand basins, sanitary appliances, water taps, and sewerage blockages. The Tenant shall take good care

RENTAL COLLECTION FEE: The Tenant hereby agrees, that should the rent not appear on the MARKON bank account by the third (3rd) day of the month an additional administration fee of R 350-00 Three hundred & fifty rand will be added to the Tenant's statement.

EASE COSTS:

Tenant shall pay all costs and charges as stated in this document on signature hereof.

INSPECTION/ACCESS:

The Tenant hereby agrees that the Landlord and/or his agent shall be entitled, after due notice, to inspect the premises between 8:30 a.m. and 5:00 p.m. on week days or other reasonable time and agrees to allow arrangements to this end.

The Tenant hereby agrees to permit the Landlord and/or his duly authorized agent with prospective purchasers or future Tenants access to the property. At any reasonable times during the currency of this lease and agrees that they may display "For Sale", "On Show", "Sold by", "To let" or "Let by" signs on the premises, that may be removed by the Tenant.

2.3 On termination of the Rental Agreement MARKON will inspect the property at a fee of R 75 per administrative costs. This fee is either payable by the Tenant on signature of this Agreement of Lease or shall be deducted from the deposit on the termination of the lease.

CANCELLATION: In the event that the Tenant prior cancels this agreement by default, he/she shall be liable for payment of an R2,500.00 cancellation fee payable to MARKON which amount is agreed as a reasonable consideration for the consequent administrative costs incurred by MARKON, plus the Landlord's damages, which shall include but not be restricted to the fees payable by the Landlord to MARKON (clause 14 hereof).

NOISE: The Tenant agrees to conduct him/herself in an orderly fashion so as not to cause a nuisance to his/her neighbors and accepts full responsibility for any noise or nuisance caused by any person residing with or visiting the Tenant. Failing to comply the Landlord may terminate this agreement prior to the expiry of the lease by giving the Tenant notice as per clause 5 hereof.

FURNITURE AND EQUIPMENT: Should the property be furnished and equipped, the Landlord hereby agrees to provide the Tenant with an inventory of such furniture and equipment which the Tenant will acknowledge on possession, and the Landlord will check on the termination of this lease. The Tenant hereby agrees that should any furniture or equipment be missing or damaged, an estimated repair or replacement cost can be deducted from his/her deposit.

TENANT'S GOODS ON THE PREMISES:

Goods brought onto the premises by the Tenant at the beginning of or during the lease period-

must remain on the premises as security for all rent or other payments for which the Tenant is liable in terms of this Agreement of Lease and no such goods may be removed by the Tenant without the written consent of the Landlord and are at the sole risk of the Tenant and the Landlord has no responsibility relating thereto.

LEGAL COSTS: In the event of it being necessary for the Landlord to take legal proceedings against the Tenant for any matter arising out of this lease, the Tenant shall be liable for all legal costs incurred on an attorney-and-client scale, including collection commission should the Tenant be at fault. The Landlord hereby authorizes MARKON to instruct attorneys on his behalf and hereby indemnifies MARKON against liability for any costs arising out of such instructions. The Landlord agrees to indemnify the Tenant for legal costs should they not be paid by the Tenant. The parties consent to the jurisdiction of the local magistrate's court in respect of any legal proceedings arising out of this lease.

VAT: Value Added Tax shall be added to all commissions, fees, charges, and tariffs payable to MARKON in terms of the lease, if applicable.

DOMICILIUM: The Tenant chooses the rental property as his/her *domicilium citandi et executandi* (address for ordinary and legal notice deliveries).

CARPETS: The Tenant agrees to have the carpets professionally steam- or dry-cleaned on vacating the property and agrees that should he/she fail to do so, the Landlord and/or MARKON may instruct a professional person to do so at the Tenant's cost.

HOUSE RULES: The Tenant hereby agrees to abide by any Body Corporate or Homeowners Association rules that may apply to the property, a copy of which is attached to this lease.

CREDIT BUREAU: The Tenant is hereby informed that MARKON will supply the tenant's credit information to Credit Bureaus and that:

You (the Tenant) confirm that you consent to MARKON transmitting any information regarding the application, opening, and termination of your rental account to the Credit Bureaus.

You (the Tenant) acknowledge that information on non-compliance with the terms and conditions of this Agreement of Lease will be transmitted to the Credit Bureaus. The Credit Bureaus provide credit profiles and possibly credit scores on the creditworthiness of consumers, subject to credit records;

You (the Tenant) have the right of access to your credit record to dispute it and to correct incorrect information with the relevant Credit Bureau.

ENTIRE CONTRACT: The parties agree that this agreement and any annexure thereto, contains the entire contract and that should there be any variation or amendment, it will not be binding unless it is reduced to writing and signed by all parties to this lease.

AUTHORISATION: Both parties acknowledge that they are authorized and competent to sign this agreement.

JURISTIC PERSONS: In the event of the Tenant being a juristic person, the signatory to this agreement hereby binds him/herself in his/her personal capacity as co-principal debtor to the Tenant for the due performance by it of its obligations in terms of this Agreement of Lease, simultaneously renouncing the benefits of the provisions *non causa debiti* (Distancing- exception should there be a good reason or cause why debt occurred) with which exceptions he/she acknowledges he/she is not versant.

SECURITY: The tenant will assume sole responsibility regarding the installation, maintenance, repair, and replacement of any and all security alarm devices, including the installation of electrical fencing which electrical fencing requires the consent of the Landlord before installation.

The tenant indemnifies the Landlord and Markon for any and all losses/damages as a result of burglary. The Tenant accepts the responsibility to secure the property from initial burglaries. The Landlord and Markon do not have the obligation to secure the property on behalf of the Tenant.

I/We as tenants hereby acknowledge that any disputes arising concerning municipal accounts and/or invoices and/or charges of any municipal services will be my/our sole responsibility for the querying/challenging at the relevant municipality. MARKON will not be accountable or obligated to resolve or enquire about possible disputes or enquiries concerning municipal statements and/or invoices and/or charges of any/all municipal services.

INDEMNITY: The Landlord and the Tenant hereby indemnify MARKON against any liabilities and/or claims which may arise from this Agreement of Lease.

OTHER: The tenant together with Lesedi cestat Bodycorp water must be paid before or on the 3rd day of a month. His pet owner permission - the 1 small dog mix for Russel and Dutchbaird and a Big German Shepherd (adopted mistreated dog) allowed - tenants to ensure that carpets are kept neat and clean due to dogs in property. M and N is Jacobs together with son 10 years old will be occupying the property. Vbt. reading must be forwarded to Warten before on 23rd day of October 2025 on 23rd day of a month. Tenants to maintain the property and garden. Smoking allowed outside the property. Please note that the Carpets inside the property were cleaned.

TENANT:

SPOUSE:

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