

**NON-EXCLUSIVE LETTING MANDATE AND AGENT'S FEE AGREEMENT**

entered into between

**TRUEPROP PROPERTY SERVICES PROPRIETARY LIMITED**

and

\_\_\_\_\_ **PROPRIETARY LIMITED**

## 1 Interpretation

In this Agreement:

- 1.1 the clause headings are for reference purposes only and shall not be used in the interpretation hereof;
- 1.2 unless the context clearly indicates a contrary intention:
  - 1.2.1 expressions which denote any one gender shall include the other genders;
  - 1.2.2 a person, shall include a natural person, company, partnership, close corporation or any other legal *personae*;
  - 1.2.3 the singular, shall include the plural and *vice versa*;
- 1.3 the following expressions bear the meanings assigned to them hereunder, and cognate expressions bear corresponding meanings:
  - 1.3.1 "Agent" means \_\_\_\_\_, Identity Number: \_\_\_\_\_ of \_\_\_\_\_ Proprietary Limited, with registration number: \_\_\_\_\_;
  - 1.3.2 "Agreement" means this agreement including all annexures hereto;
  - 1.3.3 "Associated company" means another company which is a subsidiary, or a holding company, or another subsidiary of a holding company of anyone of the parties as the context of the agreement requires;
  - 1.3.4 "Business Day" means any day except a Saturday, Sunday or official public holiday;
  - 1.3.4 "Brokering and Marketing Services" means the brokerage and marketing services provided by the Agent to the Company, which shall include the list of services listed in Clause 4 hereof;
  - 1.3.5 "Agent's Fee" means Commission payable to the Agent with regards to the Mandate provided herein, as determined in Clause 7 of this Agreement
  - 1.3.6 "Commission" means a fee calculated in accordance with the SAPOA commission structure for commercial properties, attached hereto as Annexure "C" and amended from time to time by SAPOA;
  - 1.3.7 "Company" means TrueProp Property Services Proprietary Limited, with registration number 2001/004387/07;

- 1.3.8 “Confidential Information” means all technical, trade, commercial and financial information of that Party, including (but is not limited to) any information in respect of know-how, statistics, processes, systems, business methods and techniques used by that Party in the conduct of its business; any information contained in any model or document prepared by that Party in connection with this transaction; all computer software, specifications and internal control systems of that Party; all trade secrets, inventions, user or consumer data, research and development data, profiles, designs, formulations and all other information belonging to or in the possession of that Party and used by it in its business operations; knowledge of details and particulars in regards to that Party's suppliers, customers and business associates; that Party's methods of conducting business, management, costs and related matters; any other information which relates to the business of that Party which is not readily available in the normal course of business to competitors of that Party and which may come to the knowledge of the recipient, and all other information, documentation, material or ideas of that Party, in whatever form and contained on whatever media, whether subject to or protected by common law or statutory laws relating to copyright, patent, trade mark (registered or unregistered) or otherwise.
- 1.3.9 “Deposit” means the deposit (as that term is or will be defined in the Lease Agreement) which is payable by the Lessee in terms of the Lease Agreement;
- 1.3.10 “Effective Date” means the date on which the conditions set out in Clause 7.4 are fulfilled;
- 1.3.11 “Month” means any one of the 12 named months of the Gregorian calendar;
- 1.3.12 “Lease Agreement” means the lease agreement to be entered into between the Lessee and the Company in respect of the Property, which agreement shall be to the satisfaction of the Company in its sole an absolute discretion;
- 1.3.13 “Lessee” means the respective lessee/s sourced and secured by the Agent in carrying out the Brokering and Marketing Services in order to conclude the Lease Agreement with respect to the Premises, excluding any national retail lessees or lessees which have a pre-established relationship with the Company or any of its representatives (for the sake of clarity ‘national lessee’ is a large, well-established company or brand operating multiple branches (typically 10 or more) nationwide);
- 1.3.14 “Parties” mean the Company and the Agent;
- 1.3.15 “Premises” mean the premises situated on the relevant Property, more fully described in Annexure A, attached hereto;

- 1.3.16 “Prime” means the publicly quoted basic rate of interest, compounded Monthly in arrears and calculated on a 365 day year irrespective of whether or not the year is a leap year, from time to time published by Standard Bank Limited as being its prime overdraft rate and as certified by any member of Standard Bank Limited whose appointment and designation it will not be necessary to prove;
- 1.3.17 “Prospective Tenant” – means a potential lessee interested in leasing the Premises;
- 1.3.18 “Properties” – means the immovable properties owned by the Company (or a subsidiary company of the Company as the case may be), which will be limited to Annexure A, together with all buildings and improvements thereon, and "Property" shall mean any one of such Properties as shall appear from the context;
- 1.3.19 “Rental” or “Monthly Rental” means the Monthly Rental (as that term is or will be defined in the Lease Agreement) which is payable by the Lessee in terms of the Lease Agreement;
- 1.3.20 “Signature Date” means the date of the last signature of the last Party signing this Agreement;
- 1.3.21 “Termination Date” means the date of termination of the Agreement for any reason whatsoever;
- 1.4 If any provision in a definition or introduction clause is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition or introduction clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement;
- 1.5 Schedules and Annexures to this Agreement form an integral part hereof and words and expressions defined in this Agreement shall bear the same meanings in appendices to this Agreement which do not themselves contain their own definitions;
- 1.6 When any period is prescribed in this Agreement, that period shall be reckoned exclusively of the first day and inclusively of the last day unless the last day is not a Business Day, in which case the last day shall be the next succeeding Business Day;
- 1.7 Where figures are referred to in numerals and in words, if there is a conflict between the two, the words shall prevail;
- 1.8 This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa;

- 1.9 Each of the provisions contained in this Agreement and in each clause and sub-clause hereof shall be construed as independent of every other such provision to the effect that, if any provisions of this Agreement shall be determined to be illegal, invalid, void, voidable and/or unenforceable, then such determination shall not effect any other provisions of this Agreement all of which shall remain in full force and effect.
- 1.10 The rule of construction that the contract shall be interpreted against the Party responsible for the drafting or preparation of the Agreement, shall not apply.
- 1.11 The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement that expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

## **2. INTRODUCTION**

- 2.1 This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa.
- 2.2 The Agent operates, functions and does business as a property practitioner and/or property broker in the property industry.
- 2.3 The Company is the registered owner of the Property or the appointed managing agent of the Property and require the Brokering and Marketing Services of the Agent.
- 2.4 The Parties are desirous to formalize their business relationship and wish to record the terms and conditions of their agreement in writing.

## **3. APPOINTMENT OF AGENT**

- 3.1 As from the Signature Date, the Company hereby appoints the Agent on a once off basis for the provision by the Agent of the Brokering and Marketing Services, as more fully set out in Clause 4 hereof, subject to receipt of the following documentation:
- 3.1.1 Agent and brokerage FFC (valid for the current year) and updated for any renewal period;
- 3.1.2 Proof of registration with PPRA;
- 3.1.3 Board resolution to sign / Authority to sign;
- 3.1.4 Proof of VAT registration and SARS tax clearance certificate;
- 3.1.5 Confirmation of banking details not older than 3 months;
- 3.1.6 Confirmation of cover for Professional indemnity insurance;

#### **4. BROKERING AND MARKETING SERVICES**

4.1 The Agent shall provide the following Brokering and Marketing Services to the Company, at its sole cost and expense, as and when the said services are required by the Company:

4.1.1 To advertise and market the Premises and/or the Property (excluding signage at the Property and advertising on Property 24, unless written consent provided by Company, which consent can be withheld),

4.1.2 To source a suitable Lessee for occupation of the Premises,

4.1.3 Facilitate the conclusion of the Lease Agreement between the Company and the Lessee in respect the Premises;

4.1.4 Undertake onsite inspections and/or meetings with Prospective Tenants and/or the Lessee at the Premises / Property;

4.1.5 Facilitate all necessary documentation required by the Company for purposes of conducting the credit worthy assessment / credit check of the Lessee for purposes of concluding the Lease Agreement;

#### **5. DUTIES AND AUTHORITY OF THE AGENT**

5.1 The Company instructs and authorises the Agent to advertise the Premises for Rental, source and assess Prospective Tenant in an attempt to find a suitable Lessee.

5.2 The Agent must be a registered property practitioner in accordance with the Property Practitioners Act, 22 of 2019 and comply with all the requirements of the Act.

5.3 The Company will forward to the Agent a disclosure of all the Premises defects.

5.4 The Agent will do all such things as may be necessary to facilitate all communications between the Company and the Lessee once the Company has confirmed that any applicants in 5.1 are acceptable to the Company in its sole and absolute discretion, so as to facilitate the conclusion of the Lease Agreement.

5.5 The Agent shall make itself available for all necessary onsite inspections and or visits to the Premises as may be required and/or when the Lessee takes occupation of the Premises.

5.6 The Agent shall ensure that it and its personnel who engage with any Prospective Tenant and attend to the marketing of the Premises do so actively, diligently and extensively and possess the proper knowledge and understanding of the Premises so as to be able to optimally provide the required Brokering and Management Services.

5.7 The Agent shall comply strictly with all standards, policies, procedures and instructions issued by the Company in respect of the Premises.

- 5.8 The Agent shall in all matters relating to the Agreement, act loyally and faithfully to the Company and comply with reasonable instructions from the Company and, in the absence of instruction in relation to any particular matter, act in such manner as the Agent reasonably considers to be the most beneficial to the interest of the Company.
- 5.9 The Agent shall not –
- 5.9.1 unless authorised in writing by the Company, make any representations or warranties or give any undertakings of any nature whatsoever about the Premises or the Company;
- 5.9.2 do anything which calculated to injure the reputation of or goodwill attaching to the Premises and/or the Company; or
- 5.9.3 incur any liability on behalf of the Company.
- 5.10 The Agent shall at all time act in accordance with the provision of the Protection of Personal Information Act 4 of 2013, and accordingly agrees to:
- 5.10.1 process the personal information obtained from Prospective Tenants, for the sole purpose of providing the services contemplated by the provisions of this Agreement, unless otherwise permitted by law; and
- 5.10.2 treat all such personal information as confidential and not disclose it, unless required by law or for the proper performance of the Agent's obligations under this Agreement; and
- 5.10.3 the Agent will implement and maintain appropriate and reasonable technical and organisational measures to protect the personal information from loss, damage, unauthorised destruction and unlawful access or processing, and
- 5.10.4 the Agent will not subcontract any of its obligations under this Agreement or transfer any personal information outside of South Africa.

## **6. REPORTING**

- 6.1 The Agent undertakes to keep full and proper books of account and records showing clearly all enquiries and proceedings relating to the Agreement including the marketing of the Premises.
- 6.2 The Agent undertakes to provide a Monthly report and reconciliation of any and/or all leads and/or a Prospective Tenant which the Agent has engaged with, with respect to its mandate

set out herein.

**7. AGENT'S FEE**

- 7.1 In consideration for the Brokering and Marketing Services by the Agent, the Company shall pay the Agent a letting Commission calculated on the gross base rental payable in terms of the Lease Agreement, excluding VAT, operating costs, recoveries, utilities, rates, taxes, turnover rental, escalation and any other variable uncertain charges.
- 7.2 For the avoidance of doubt, the Agent's Fee shall be calculated only on the committed lease period as set out in the signed Lease Agreement and shall not include any optional renewal periods unless such options are exercised and expressly agreed in writing by the Company.
- 7.3 The Agent's Fee shall be earned upon the conclusion of a valid and binding Lease Agreement between the Company and a Lessee introduced by the Agent, provided that the Agent was the effective cause of the transaction.
- 7.4 Agent's Fee payable as per Clause 7.1 shall be exclusive of VAT.
- 7.5 The Agent acknowledges that any and/or all Agent's Fee which becomes payable to the Agent in respect of the Brokerage and Marketing Services as provided for in this Agreement, shall at all times be subject to the fulfilment of all of the following conditions:
- 7.5.1 the conclusion of the Lease Agreement between the Lessee and the Company, being to the satisfaction of the Company, in its sole and absolute discretion;
- 7.5.2 the Lessee making payment of at least the first month's Rental together with the Deposit, payable in accordance with the provisions of the Lease Agreement to the Company;
- 7.5.3 the Lessee taking occupation of the Premises in accordance with the Lease Agreement;
- 7.5.4 the Agent being the effective cause of the conclusion of the Lease Agreement.
- 7.6 The Agent will be deemed to the effective cause of a Lease Agreement if:
- 7.6.1 The Agent physically accompanies a Prospective Tenant to a specified premises that the Agent deems to be suitable for the Prospective Tenant's use and purposes and thereafter, in writing, introduces the Prospective Tenant in respect of the specified Premises to the Company, and
- 7.6.2 The Agent was responsible for the introduction and negotiations which give rise to the conclusion of a Lease Agreement between the Company and a Prospective Tenant, and
- 7.6.3 A Lease Agreement is concluded with a Lessee within a period 4 (four) Months after the

expiry of this Agreement.

7.7 It is recorded that in the following situations the Agent will not be deemed to the effective cause of a Lease Agreement if:

7.7.1 Where a Prospective Tenant is introduced to the Company, in any manner, before the Agent has physically accompanied and introduced the Prospective Tenant to a prospective Premises, and/or

7.7.2 Where, a Prospective Tenant, chooses to deal with the Company directly prior to the Agent introducing the Prospective Tenant to the Company, and the Company thereby becomes the effective cause of the lease transaction; and/or

7.7.3 Where, Lessee, concludes another Lease Agreement with the Company completely unrelated to the Premises and/or Property forming part of this Mandate; and/or

7.7.4 Where, a Lessee, concludes a Lease Agreement after a period of 4 (Four) Months since termination of this Agreement.

**8. AGENT'S FEE PAYMENT**

8.1 As remuneration for the Brokerage and Marketing Services by the Agent to the Company and at all times subject to the fulfilment of all the conditions set out in clause 7 of this Agreement, the Company undertakes to pay the Agent's Fee to the Agent.

8.2 Unless the Company is otherwise advised by the Agent in writing, all payments due by the Company to the Agent in terms of the provisions of this Agreement, shall be made into the following bank account:

Bank \_\_\_\_\_  
Branch \_\_\_\_\_  
Branch Code \_\_\_\_\_  
Account Holder \_\_\_\_\_  
Account No. \_\_\_\_\_

8.3 The Agent's Fee shall be paid:

8.3.1 within 30 (Thirty) calendar days of the Effective Date; and

8.3.2 into the South African banking account nominated by the Company in 8.2 above, or such other account as provided by the Agent, from time to time or unless otherwise agreed in writing between the Parties.

- 8.4 The Agent may present its invoice for payment of its Agent's Fees, which must include the Correct legal entity, VAT nr, Property reference and unit number, lease reference (Lessee detail), in the following circumstances:
- 8.4.1 One invoice: 100% (One-Hundred percent) of the Agent's Fees 30 (thirty) calendar days after the conclusion of the signed Lease Agreement, free of any suspensive conditions, receipt of all supporting documentation required by the Company, deposit receipted by the Company, payment at a minimum of the first Month's Rental to the Company and confirmation that the Lessee is trading and/or in occupation.
- 8.5 A valid invoice must contain the following details:
- 8.5.1 the correct legal entity;
- 8.5.2 VAT number;
- 8.5.3 Property reference and unit number; and
- 8.5.4 lease reference (Lessee detail).
- 8.6 The Agent shall refund any Agent's Fees paid, within 30 (thirty) calendar days, should the Lessee, for any reason whatsoever, not commence trading 60 (sixty) calendar days after the commencement date as set out in the signed Lease Agreement or take occupation of the Premises within 30 (thirty) calendar days of the handover date or the commencement date in terms of the Lessee's Lease Agreement, whichever is the later event.
- 8.7 Unless there are ongoing negotiations between the Parties, after the introduction of the Prospective Tenant, actively and without unreasonable interruption or delay the Agent's introduction shall only remain valid for a period of 4 (four) Months from the date of introduction or the last written communication.
- 8.8 The Company will not be responsible for any other costs which the Agent may incur in the carrying out of this Agreement.
- 8.9 No Agent's Fees shall be payable in the case of:
- 8.9.1 Any additional space taken by the Lessee at the particular property after conclusion of the signed lease;
- 8.9.2 Any renewal or exercising of any option to renew on the expiry of the original Lease Agreement;
- 8.9.3 The conclusion of a new lease agreement with an existing occupier of the leased Premises on the expiry of the original Lease Agreement;
- 8.9.4 Any additional monies payable by the Lessee (utilities, amortisations, etc);
- 8.9.5 The Lessee takes up any additional premises or space during the lease period;



The Agent:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E-mail: \_\_\_\_\_

10.2 The Parties choose their respective addresses set out above as the address at which they will accept service in connection with this agreement, i.e. their *domicilium citandi et executandi*.

10.3 Any notice shall, unless the contrary is proved:

10.3.1 if delivered by hand to an apparently responsible person at a Party's chosen address be deemed to have been received on the date of delivery;

10.3.2 if sent by E-mail, shall be deemed to have been received within 12 hours from transmission.

10.4 Notwithstanding the above, any notice actually received by a Party to whom it is addressed shall be adequate notice to it.

## 11. DISPUTE RESOLUTION & TERMINATION OF THE AGREEMENT

11.1 The Parties acknowledge that disputes may arise between them during the course of this Agreement. The Parties agree to first deal with the potential disputes in terms of the provisions set out herein.

11.2 Any dispute which cannot be resolved by managers appointed by the Parties in terms of this Agreement, shall be referred to a joint committee of a director of each Party, or alternates appointed by them, who will use their best endeavors to resolve the dispute within 10 (Ten) Business Days of the dispute being referred to them. Should the dispute remain unresolved thereafter either Party may institute action in any Court of competent Jurisdiction.

11.3 The Company may, on 24 (Twenty four) hours written notice of termination to the Agent, terminate this Agreement and claim damages or elect to enforce this Agreement if, in the Company's sole discretion, the Agent:

11.3.1 has abandoned this Agreement or breached a material term or condition of this Agreement;

- 11.3.2 has breached any other term or condition of this Agreement and has failed to remedy the breach within a period of 7 (Seven) Business Days after receiving written notice of the breach from the Company;
- 11.3.3 has persistently or flagrantly neglected to carry out its obligations under this Agreement;
- 11.3.4 has committed an act of gross negligence or incompetence; or
- 11.3.5 has assigned this Agreement or any part thereof without the prior written consent of the Company.
- 11.4 Should this Agreement be terminated by mutual agreement between the Parties, the obligations of the Company shall be limited to the amount payable to the Agent in terms of this Agreement, for Brokering and Marketing Services actually rendered up until the date of termination of this Agreement.
- 11.5 Termination of this Agreement or any claim of immediate, specific performance of all of the Agent's obligations under this Agreement shall be without prejudice to the Company's right to claim damages, or cancel the Agreement.
- 11.6 This Agreement may be terminated by mutual consent between the two Parties.
- 11.7 The Company shall be entitled to summarily terminate this Agreement in the event that:
  - 11.7.1 the Agent in any manner brings the business or business interests of the Company into disrepute;
  - 11.7.2 there is an irrevocable breach or breakdown in trust between the Parties;
  - 11.7.3 if the Agent is liquidated, whether provisional or final; has an execution levied against its assets; is investigated or found guilty by any official prosecution/investigative authority in regards to fraud or dishonesty or any criminal act and/or civil liability or voluntarily or otherwise placed under Business Rescue; or
  - 11.7.4 in the event that the Company elects for whatsoever reason, that it no longer requires the services of the Agent, in which instance it shall provide the Agent with 1 (One) weeks' notice of the cancellation of this Agreement.

12. **CONFIDENTIAL INFORMATION**

12.1 Notwithstanding the cancellation or termination of this Agreement for any reason whatsoever, neither Party shall during the existence of this Agreement or at any time after the Termination Date use, divulge, disclose, exploit, permit the use of or in any other manner whatsoever use the other Party's confidential information or disclose the existence or contents of this Agreement; provided that –

12.1.1 the receiving party may disclose the other Party's confidential information and the existence and contents of this Agreement;

12.1.1.1 to the extent required by law (other than in terms of a contractual obligation of the receiving party); and

12.1.1.2 permit the use thereof by, its employees, representatives and professional advisers to the extent strictly necessary for the purpose of implementing or enforcing this Agreement or obtaining professional advice or conducting its business, it being specifically agreed that any disclosure or use by any such employee, representative or adviser of such confidential or other information for any other purpose shall constitute a breach of this clause 12 by the receiving party; and

12.1.2 the provisions of this clause 12 shall cease to apply to any confidential information of a Party which –

12.1.2.1 is or becomes generally available to the public other than as a result of a breach by the receiving party of its obligations in terms of this clause 12;

12.1.2.2 is also received by the receiving party from a third party who did not acquire such confidential information subject to any duty of confidentiality in favour of the other Party; or

12.1.2.3 was known to the receiving party prior to receiving it from the other party.

12.2 This clause 12 is severable from the remainder of the Agreement and shall remain valid and binding upon the parties, notwithstanding any termination thereof.

### **13. DURATION**

13.1 This Agreement shall commence on the Signature Date and shall continue and be valid for a period of 12 (twelve) Months thereafter.

13.2 This Agreement will continue on a Month to Month basis unless terminated by either Party on 1 (one) Month's written notice.

#### **14. LIMITATION OF LIABILITY**

The Agent hereby indemnifies the Company against any liability or claims by the Agent, its employees, associates or affiliates and or invitees to the Property for any direct, indirect and/or consequential injury and/or loss suffered to the person or belongings of any of the Agent, its employees, associates or affiliates and or invitees to the Property, whether such injury or loss was suffered at the Property of the Company and for whatever reason and whichever manner such injury or loss was caused, whether accidentally, intentionally, maliciously or negligently caused.

#### **15. MISCELLANEOUS**

##### **15.1 Entire Agreement**

This Agreement supersedes and replaces entirely any prior Agreement or any other arrangement or mandate between the Parties whether in writing, orally or a combination thereof. This Agreement together with the annexures annexed hereto constitute the whole agreement between the Parties and contains all the express provisions agreed on by the Parties relating to the subject matter of the Agreement and the Parties waive their right to rely on any express provisions not contained herein.

##### **15.2 No Representations**

Neither Party may rely on any representation which allegedly induced that Party to enter into this Agreement, unless the representation is recorded in this Agreement.

##### **15.3 Variation, cancellation and waiver**

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.

##### **15.4 Indulgences**

No indulgence granted by a Party shall constitute a waiver or abandonment of any of that Party's rights under this Agreement; accordingly, that Party shall not be precluded, as a consequence of having granted that indulgence, from exercising any rights against the other Party which may have arisen in the past or which may arise in the future under this Agreement.

##### **15.5 Cession**

No Party may cede that Party's rights or delegate that Party's obligations without the prior written consent of all the other Parties: provided that The Company shall be entitled to cede and/or delegate its rights and/or obligations in terms hereof to any of its associated companies.

**15.6 Schedules and Annexures**

All schedules and annexures to this Agreement shall be deemed to be incorporated in and form part of this Agreement.

**15.7 Counterparts**

This Agreement shall be capable of execution in counterparts (including faxed and/or emailed counterparts), all of which when read together shall constitute one and the same Agreement.

**15.8 Severability**

Each of the provisions contained in this Agreement and in each clause and sub-clause hereof shall be construed as independent of every other such provision to the effect that, if any provisions of this Agreement shall be determined to be illegal, invalid and/or unenforceable, then such determination shall not effect any other provisions of this Agreement all of which shall remain in full force and effect.

**15.9 Jurisdiction**

Any Party shall be entitled to institute any legal proceedings which may arise out of or in connection with this Agreement in the Magistrates' Court of South Africa to which jurisdiction the Parties hereby consent: provided that the Company shall be entitled to take any matter to the Eastern Cape Local Division.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_.

AS WITNESSES:

1. \_\_\_\_\_

\_\_\_\_\_  
Name:  
Capacity:  
for and on behalf of the Agent who warrants  
being duly authorised by resolution to do  
so.

2. \_\_\_\_\_

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_.

AS WITNESSES:

1. \_\_\_\_\_

\_\_\_\_\_  
Name:

Capacity:

for and on behalf of the Company who warrants being duly authorised by resolution to do so.

2. \_\_\_\_\_

**RESOLUTION OF THE BOARD OF DIRECTORS OF**

\_\_\_\_\_ (PTY) LTD

(Registration number \_\_\_\_\_)

("the Agent") on \_\_\_\_\_

**IT IS HEREBY RESOLVED:**

1. That the Agent enters into a letting mandate and marketing agreement (the "Agreement") with the Company in terms of which agreement the Company appoints the Agent to provide the Company with the Brokerage and Marketing Services and in respect of which, the Company undertakes to remunerate the Agent by the payment of Agent's Fee, on such further terms and conditions as more fully set out in the Agreement.
2. That, \_\_\_\_\_, be and is hereby authorised and empowered, for and on behalf of the Agent, to negotiate and sign the Agreements referred to above, and to take all steps and execute all documents and instruments relating to the said Agreements, including any subsequent amendments, variations or annexures thereto.

3. This resolution serves to ratify any previous acts done by the signatory in connection with the Agreements referred to above.

---

Name:  
Capacity: Director

---

Name:  
Capacity: Director

***Annexure A***

1.11.4.1      PREMISES:  
PROPERTY:

***Annexure B:***

**Mandatory Disclosure**

***Annexure C:***

**SAPOA Commission Structure**

The Agent's Fee shall be calculated on a sliding scale, based on the duration of the Lease Agreement, as follows:

- 5% (five percent) of the gross base rental for the first and second years of the Lease Agreement;
- 3.5% (three point five percent) of the gross base rental for the third year of the Lease Agreement;
- 2.5% (two point five percent) of the gross base rental for the fourth year of the Lease Agreement;
- 1% (one percent) of the gross base rental for the fifth and any subsequent years of the Lease Agreement.