

"Annexure F"

**AGREEMENT OF LEASE MADE AND ENTERED
INTO BY AND BETWEEN**

THE GEMINI TRUST
Registration No: T2914/1995
(herein referred to as the "Lessor")

and

[REDACTED]
Registration No: [REDACTED]
(herein referred to as the "Lessee")

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WHEREAS

1. The Lessor is the owner of the Building, or the Building to be erected, on the Property as described in the Schedule;
2. The Lessee is desirous of hiring the Premises from the Lessor in such Building.

NOW THEREFORE

The parties have reached an agreement, which agreement is contained in the following annexures hereto:

- | | | |
|-----|---------------------------|--------------|
| I | Schedule | |
| II | General Provisions | |
| III | Deed of Suretyship | Annexure "A" |
| IV | Premises Plan | Annexure "B" |
| V | Rental Authorization Form | Annexure "C" |

This Cover, the aforementioned Schedule, the General Provisions and the further Annexures as set out above constitute the entire agreement of lease (hereinafter referred to as the "Agreement") between the Parties.

SIGNED at _____ on this the _____ day of _____ **20**__ in the presence of the undersigned witnesses

WITNESSES:

1. _____
2. _____

(Signature of Lessor, who by his/her signature hereto, warrants his/her authority to sign this Agreement for and on behalf of the Trust in his/her Capacity as Trustee)

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damages and/or right of cancellation and shall accept occupation on such later date on which the Premises are made available. In the event of such a delay, the first day of the Beneficial Occupation Period shall be postponed to the date on which the Premises shall become available for occupation and the contemplated commencement date (i.e. the date reflected in item 7 of the Schedule) shall be postponed accordingly.

4.9 In the event that the Lessor or his agent notifies the Lessee that the Premises are ready for occupation and the Lessee fails to take possession and to open the Premises for business fully fixtured, stocked and staffed as from the Commencement Date, or in the event that the Lessee fails to keep the Premises open for business, unless prevented from doing so by causes beyond the Lessee's control, at any time during the entire term of this Agreement, then this shall constitute a breach by the Lessee and the Lessor shall have the right to any and all remedies herein provided, including the right to collect rental and operating costs without prejudice to its rights in respect of a cancellation of the Agreement, and claim for damages.

4.10 This Agreement shall commence on the Commencement Date for the duration of the Initial Period save for the provisions set out in clause 4.11.

4.11 The Lessor will have the right to terminate this Agreement on 60 (sixty) days' written notice to the Lessee in the event that the Clicks store situate in the [REDACTED] Shopping Centre obtains the necessary license to conduct a pharmacy provided that the Lessee may elect to continue to occupy the premises in terms of this agreement save that the purpose as set out in item 17 will be amended with effect from the date of the notice aforesaid, as the Lessee will not be entitled to conduct the business of a pharmacy from the premises.

5. Renewal Option

5.1 The Lessee shall have the right to renew this Agreement for a further period as set out in item 9 of the Schedule, as and from the first day following the termination of the Initial Period at a rental to be agreed upon in writing signed by the Lessor and the Lessee at least 6 (SIX) months prior to the termination of the Initial Period. Failing such agreement, this Renewal Option will lapse and be of no further force or effect whatsoever.

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