
**LETTING MANDATE (“MANDATE”)
REDEFINE PROPERTIES LIMITED
(Registration Number:1999/018591/06)
(and any of its subsidiaries as defined in the Companies Act, No. 71 of 2008)
 (“Landlord”)**

1. INTRODUCTION

- 1.1. Commission shall only be payable to the Broker in accordance with this Mandate.
- 1.2. Rendering of letting services by a Broker to the Landlord, constitutes automatic acceptance of this Mandate.

2. BROKER’S OBLIGATIONS

- 2.1. The Broker will only be entitled to advertise space in respect of the Landlord’s portfolio in accordance with the Landlord’s vacancy schedule, published on its website and as amended from time to time (“**Vacancy Schedule**”).
- 2.2. The Landlord reserves the right to alter the Vacancy Schedule.
- 2.3. Accordingly, the Broker undertakes to liaise with the Landlord, to confirm that the relevant premises still form part of the Vacancy Schedule, prior to scheduling a viewing with a potential tenant.
- 2.4. There exists no obligation on the Landlord to notify the Broker of any change to the Vacancy Schedule prior or subsequent to the Broker’s appointment with a prospective tenant.

3. COMMISSION

- 3.1 Payment of commission is subject, at all times, to the Broker having discharged its duties and obligations in terms of this Mandate to the satisfaction of the Landlord, the Landlord at all times acting reasonably in the circumstances.
- 3.2 Commission will be calculated in accordance with Tariff Table A below (excluding VAT)

Tariff Table A

Lease Period	Commission
Month to Month leases	A minimum of: 3/12 of 1 (one) month’s gross rental
Leases up to a period of 12 (twelve) months	A minimum of: 1 (one) month’s gross rental adjusted on a <i>pro rata</i> basis for a 12 month period e.g. (period of lease/12 months) X the value of one month’s rental = commission payable
Leases exceeding a period of 12 (twelve) months	5% in respect of the first 2 (two) years’ gross rental 2.5% in respect of next 3 (three) years’ gross rental 1.5% in respect of next 3 (three) years’ gross rental 1% in respect of the gross rental for any period exceeding 10 (ten) years

- 3.3 Gross rental shall include:
 - 3.3.1 Basic rental;
 - 3.3.2 Operating costs;
 - 3.3.3 Rental in respect of storage, balconies, yards and parking;
 - 3.3.4 Rates and taxes at time of signature of the qualifying lease agreement

- 3.4 It is specifically recorded that the following items will not be included for purposes of calculating commission due and payable to the Broker:
 - 3.4.1 Rentalisation of costs;
 - 3.4.2 Business and/or City Improvement District ("CID") Levies, sectional title levies and property owners association levies, and/or any levies charged in terms of house rules;
 - 3.4.3 Variable operating cost recovery;
 - 3.4.4 Any overruns in respect of tenant installation allowance
 - 3.4.5 Costs in respect of standby power/water supply;
 - 3.4.6 Municipal utilities and charges
 - 3.4.7 Future unknown escalations;
 - 3.4.8 The exercising of an option to renew by a tenant;
 - 3.4.9 Additional space taken up by a tenant;
 - 3.4.10 The exercising of a right of first refusal or an option to purchase by a tenant ;
 - 3.4.11 Any turnover rental;
 - 3.4.12 Any other costs not detailed in clause 3.3

- 3.5 Payment of commission will only be effected once the Broker has complied with the following:
 - 3.5.1 providing the Landlord with a duly signed lease agreement concluded on terms and conditions accepted by the Landlord creating legally binding and unconditional rights and obligations capable of enforcement by a court of law;
 - 3.5.2 the lease agreement has become unconditional in all its terms;
 - 3.5.3 the Broker is involved in all negotiations with the Tenant and the Landlord, from inception;
 - 3.5.4 receipt from the Tenant of a deposit in the form prescribed (cash or lease guarantee);
 - 3.5.5 subject to the Landlord's discretion, payment by the Tenant of the first month's rental in respect of the qualifying lease agreement;
 - 3.5.6 obtaining all documents/ information as required, for verification purposes, from the Tenant;
 - 3.5.7 payment of any Tenant installation allowance overruns and lease fees.
 - 3.5.8 terms and conditions contained herein.

To the extent that any dispute arises in respect of this Mandate, such dispute will be referred to the Executive Committee of the Landlord and the decision of the Executive Committee of the Landlord shall be final and binding.

4. WARRANTIES

The Broker warrants that:

- 4.1 it shall at all times comply with all applicable laws, rules and regulations including but not limited to complying with the Estate Agency Affairs Act, 112 of 1976 and the provisions of the Disaster Management Act, 57 of 2002 ("Disaster Management Act");
- 4.2 its personnel are suitably trained and qualified to provide the services; and
- 4.3 that it will discharge its obligations with the care, skill and diligence that can be reasonably expected of it when compared with accepted industry standard; and
- 4.4 it undertakes to perform the services and discharge its obligations diligently and competently and with a level of care, skill, ability and performance acceptable to the Landlord and in line with accepted industry standard;
- 4.5 it will only afford prospective tenants with an opportunity to inspect and/or view any of the properties reflected in respect of the Vacancy Schedule ("Viewing"), if and when Cabinet has determined the applicable Alert Level/s, as defined in terms of the provisions of the Regulations (as a result of COVID-19) to the Disaster Management Act, during which Viewing may take place.

5. TERMINATION

The Landlord may terminate the Mandate –

- 5.1 at any time in its sole and absolute discretion;
- 5.2 by removing the property from the Vacancy Schedule.

6. TENDERS/BIDS/REQUEST FOR PROPOSAL ("RFP")

- 6.1 To the extent that a Broker submits a tender/bid/RFP to the Landlord for its consideration, the Broker will, subject to the terms and conditions contained herein, be required to:
 - 6.1.1 furnish to the Landlord, in the specified format, the duly completed tender or RFP, all and/or any associated forms and any other document(s) and/or information which may be required in terms of a specific tender/bid/RFP; and
 - 6.1.2 ensure that the Landlord acknowledges receipt of the documentation as contemplated in 6.1.1. above, in writing ("**Acknowledgement**").
 - 6.1.3 as far as reasonably possible, duly complete the documentation referred to in 6.1.1 and liaise with the Landlord on a regular basis to assist in finalise where required.
 - 6.1.4 to the extent applicable, assist in finalization and delivery of the duly completed tender/bid/RFP to the specified address.
- 6.2 For purposes of this clause 6, it is specifically recorded that the Acknowledgement will not constitute automatic acceptance and participation in the tender/bid/RFP by the Landlord. Verbal/telephonic introductions in relation to a tender/bid/RFP will not be accepted by the Landlord and accordingly the provisions of clause 6.1 will at all times be applicable to a tender/bid/RFP to be submitted by a Broker.