

1609

JOWELL GLYN & MARAIS INC
72 GRAYSTON DRIVE
SANDOWN, 2196
P O BOX 652361
BENMORE, 2010

SEELREG
STAMP DUTY R. ✓
FOOI
FEES R 1.000-00

Prepared by me

Hester van der Nest
CONVEYANCER
HESTER VAN DER NEST

Vir verdere endossemments sien
For further endorsements see
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019705 08
B

MORTGAGE BOND

BE IT HEREBY MADE KNOWN:

THAT ~~X HESTER VAN DER NEST~~ NAKKIE DU TOIT

appeared before me, REGISTRAR OF DEEDS, at PRETORIA, he, the said Appearer, being duly thereto authorised by a Special Power of Attorney executed at SANDTON on 25 January 2008 and granted to him by -

GROWTHPOINT PROPERTIES LIMITED

Registration Number: 1987/004988/06

("the Mortgagor") which Power of Attorney was exhibited to me on this day.

SANTJIE
2008-03-05
PRETORIA
VERIFIER

1

CAUSE OF INDEBTEDNESS

The Appearer declared that the Mortgagor has become indebted to, and/or will from time to time become indebted to,

**The Trustees for the time being of
THE GROWTHPOINT PROPERTIES TRUST**

IT 6147/2001

its successors in office or assigns ("the Mortgagee"), which indebtedness arose and/or will arise from any cause whatsoever.

2

ACKNOWLEDGEMENT OF DEBT

The Appearer acknowledged and declared his principal, the Mortgagor, to be truly and lawfully held and firmly bound unto and in favour of the Mortgagee and the security conferred by this bond, to be in the sum of **R700,836,000.00 (Seven Hundred Million Eight Hundred and Thirty Six Thousand Rand)** or any lesser amount that may from time to time be owing ("the capital amount"), arising from any cause whatsoever, together with interest on the capital amount.

3

ADDITIONAL AMOUNT

The Appearer further declared the Mortgagor to be truly and lawfully held and firmly bound unto and in favour of the Mortgagee in the additional amount of **R140,167,200.00 (One Hundred and Forty Million One Hundred and Sixty Seven Thousand Two Hundred Rand)** ("the additional amount") in respect of the following costs and similar causes, viz service fees, discount, commission, costs of legal proceedings (plus Value Added Tax thereon) and stamps in connection with the issue of any notices and demands in any legal process for the recovery of any amount secured under this bond, all moneys disbursed by the Mortgagee in respect of stand licences, Government and Municipal rates and taxes and other charges in respect of the property mortgaged under this bond, insurance premiums and costs of repairs and maintenance, and, in general, all costs of maintaining and realising the property mortgaged under this bond.

4

CONTINUING COVERING BOND

This bond shall remain in force as continuing covering security for the capital amount, the interest thereon and the additional amount and notwithstanding any intermediate settlement, this bond shall be and remain of full force, virtue and effect as a continuing security and covering bond for each and every sum in which the Mortgagor may now or hereafter become indebted to the Mortgagee from any cause whatsoever to the amount of the capital amount, interest thereon and the additional amount.

5

JOINT AND SEVERAL LIABILITY

Should there be more than one Mortgagor under this bond then –

- 5.1 the liability of each Mortgagor shall be joint and several, unless otherwise agreed in writing;
- 5.2 all references in this bond to "the Mortgagor" shall be construed as references to all of the Mortgagors, jointly and severally, unless the context otherwise required.

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REPAYMENT

The Mortgagor shall repay all amounts owing by him to the Mortgagee and which are secured under this bond in accordance with the provisions of such written agreement or agreements as have been concluded, or which may be concluded from time to time hereafter, between the Mortgagor and the Mortgagee.

7

INTEREST

Interest on all amounts owing by the Mortgagor to the Mortgagee and secured under this bond shall be calculated in the manner or manners and at the rate or rates determined or to be determined in terms of any written agreement or agreements concluded or to be concluded between the Mortgagee and the Mortgagor from time to time and failing any such agreement shall be calculated in the manner or manners currently necessary and at the rate or rates currently charged by the Mortgagee in respect of the relevant transaction.

8

DEFAULT

Unless otherwise agreed in writing, if the Mortgagor fails to observe or perform any of the terms or conditions of any written agreement or agreements between the Mortgagor and the Mortgagee in respect of any amounts which are secured under this bond or if the Mortgagor fails to observe or perform any of the terms and conditions of this bond or of the Standard Mortgage Conditions hereinafter referred to or if the Mortgagor upon demand by the Mortgagee fails to pay to the Mortgagee any amount which is legally claimable by the Mortgagee or if the Mortgagor fails to discharge any obligation or liability to the Mortgagee on the due date thereof, then all the amounts which are secured under this bond shall, at the option of the Mortgagee and without the Mortgagee being required to give notice to the Mortgagor, immediately become payable in full, notwithstanding the exercise by the Mortgagee of any other rights, and the Mortgagee shall be entitled thereupon to institute proceedings for the recovery of all such amounts and for a court order declaring the mortgaged property executable.

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PROOF OF INDEBTEDNESS

- 9.1 The amounts at any time owing by the Mortgagor to the Mortgagee which are secured under this bond (including any interest and the rate or rates at which and the period or periods for which interest is calculable) and the fact that such indebtedness is due and payable may be determined and *prima facie* proved by a certificate signed by any manager of the Mortgagee, whose appointment and authority to sign such certificate need not be proved.
- 9.2 Such certificate shall be accepted as proof of the facts stated therein, unless the Mortgagor is able to prove the facts incorrect.

10

DOMICILIUM CITANDI ET EXECUTANDI

The Mortgagor chooses for the service of all notices, communications or legal processes (*domicilium citandi et executandi*) for all purposes under this bond, as his address, the physical address of the mortgaged property or, should there be more than one mortgaged property, the physical address of any one of the mortgaged properties.

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JURISDICTION

- 11.1 The Mortgagor consents in terms of section 45 of the Magistrates' Courts Act, No 32 of 1944, as amended, to the Mortgagee instituting any legal proceedings for enforcing any of its rights under this bond in the Magistrate's Court of any district having jurisdiction in respect of the Mortgagor by virtue of section 28(1) of the aforesaid Act.
- 11.2 Notwithstanding the Mortgagor's consent to the jurisdiction of the Magistrate's Court aforementioned, the Mortgagee shall have the right to institute legal proceedings against the Mortgagor in any other competent court having jurisdiction in the matter, including but not limited to any High Court of the Republic of South Africa.

12

LEGAL COSTS

The Mortgagor shall be liable to the Mortgagee for the payment of all legal costs to which the Mortgagee may become lawfully entitled, including tracing costs and collection commission (plus Value Added Tax thereon), on the scale as between attorney and client.

13

PRESUMPTION OF DUE COMPLIANCE

In any court action by the Mortgagee against the Mortgagor for the recovery of any amount which is secured under this bond -

- 13.1 it shall be presumed that the Mortgagee has duly complied with all the terms and conditions of the relevant agreements referred to in 6 between it and the Mortgagor and with all the terms and conditions of this bond and with all the terms and conditions of the Standard Mortgage Conditions hereinafter referred to; and
- 13.2 it shall not be necessary for the Mortgagee to produce proof of such compliance, unless the Mortgagor has placed the presumption of due compliance in dispute.

14

STANDARD MORTGAGE CONDITIONS

- 14.1 The Standard Mortgage Conditions of Absa Bank Limited (the "Bank") which have been filed in the Deeds Registry in which this bond is registered under reference BC2/2006, and read so as to replace the reference to the Bank with a reference to the Mortgagee wherever it occurs in the document, are applicable to and form part of this bond except insofar as any written agreement between the Mortgagor and the Bank expressly varies such conditions.
- 14.2 In the event of a conflict between the provisions of this bond and the provisions of the Standard Mortgage Conditions, the provisions of this bond shall prevail.
- 14.3 By its signature to the Power of Attorney authorising the registration of this bond the Mortgagor acknowledges that he has been provided with a copy of the Standard Mortgage Conditions referred to in 14.1.

15

MORTGAGED PROPERTY

As security for the due and prompt payment of the capital amount or any portion thereof, interest due thereon and the additional amount or any portion thereof which may be owing or payable at any time to the Mortgagee, the Appearer on behalf of the Mortgagor hereby declares to bind specially as a **FIRST MORTGAGE**, the following immovable property: -

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✓ 1. PORTION 1 OF ERF 56 VERWOERDBURGSTAD TOWNSHIP ✓
REGISTRATION DIVISION J.R., THE PROVINCE OF GAUTENG

MEASURING 3397 (THREE THOUSAND THREE HUNDRED AND NINETY SEVEN)
SQUARE METRES

HELD BY DEED OF TRANSFER NO. T96148/2003

SUBJECT TO THE CONDITIONS THEREIN CONTAINED AND MORE SPECIFICALLY
SUBJECT TO NOTARIAL TIE AGREEMENT NUMBER K5803/99 DATED 2
NOVEMBER 1999.

✓ 2. PORTION 2 OF ERF 56 VERWOERDBURGSTAD TOWNSHIP ✓
REGISTRATION DIVISION J.R., THE PROVINCE OF GAUTENG

MEASURING 4063 (FOUR THOUSAND AND SIXTY THREE) SQUARE METRES

HELD BY DEED OF TRANSFER NO. T96148/2003

SUBJECT TO THE CONDITIONS THEREIN CONTAINED AND MORE SPECIFICALLY
SUBJECT TO NOTARIAL TIE AGREEMENT NUMBER K5803/99 DATED 2
NOVEMBER 1999.

3. ERF 1454 VEREENIGING TOWNSHIP ✓
REGISTRATION DIVISION I.Q., THE PROVINCE OF GAUTENG

MEASURING 2,4879 (TWO COMMA FOUR EIGHT SEVEN NINE) HECTARES

HELD BY DEED OF TRANSFER NO. T96161/2003

SUBJECT TO THE CONDITIONS THEREIN CONTAINED.

4. ✓ ERF 67 RIVONIA EXTENSION 3 TOWNSHIP ✓
REGISTRATION DIVISION I.R., THE PROVINCE OF GAUTENG

MEASURING 2338 (TWO THOUSAND THREE HUNDRED AND THIRTY EIGHT)
SQUARE METRES

HELD BY DEED OF TRANSFER NO. T96163/2003

SUBJECT TO THE CONDITIONS THEREIN CONTAINED.

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5. ✓ ERF 68 RIVONIA EXTENSION 3 TOWNSHIP ✓
REGISTRATION DIVISION I.R., THE PROVINCE OF GAUTENG
- MEASURING 1983 (ONE THOUSAND NINE HUNDRED AND EIGHTY THREE)
SQUARE METRES
- HELD BY DEED OF TRANSFER NO. T96163/2003
- SUBJECT TO THE CONDITIONS THEREIN CONTAINED.
6. ✓ ERF 69 RIVONIA EXTENSION 3 TOWNSHIP ✓
REGISTRATION DIVISION I.R., THE PROVINCE OF GAUTENG
- MEASURING 1983 (ONE THOUSAND NINE HUNDRED AND EIGHTY THREE)
SQUARE METRES
- HELD BY DEED OF TRANSFER NO. T96163/2003
- SUBJECT TO THE CONDITIONS THEREIN CONTAINED.
7. ✓ REMAINING EXTENT OF ERF 431 STRIJDOMPARK EXTENSION 7 TOWNSHIP ✓
REGISTRATION DIVISION I.Q., THE PROVINCE OF GAUTENG
- MEASURING 2,3729 (TWO COMMA THREE SEVEN TWO NINE) HECTARES
- HELD BY DEED OF TRANSFER NO. T96149/2003
- SUBJECT TO THE CONDITIONS THEREIN CONTAINED.
8. ✓ ERF 3441 PRETORIA TOWNSHIP ✓
REGISTRATION DIVISION J.R., THE PROVINCE OF GAUTENG
- MEASURING 2,2606 (TWO COMMA TWO SIX ZERO SIX) HECTARES
- HELD BY DEED OF TRANSFER NO. T96150/2003
- SUBJECT TO THE CONDITIONS THEREIN CONTAINED AND MORE SPECIFICALLY
SUBJECT TO NOTARIAL TIE AGREEMENT NUMBER K6194/96S DATED 29
AUGUST 1996.
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9. **PORTION 1 OF ERF 3418 PRETORIA TOWNSHIP**
REGISTRATION DIVISION J.R., THE PROVINCE OF GAUTENG
- MEASURING 5014 (FIVE THOUSAND AND FOURTEEN) SQUARE METRES**
- HELD BY DEED OF TRANSFER NO. T96150/2003**
- SUBJECT TO THE CONDITIONS THEREIN CONTAINED AND MORE SPECIFICALLY**
SUBJECT TO NOTARIAL TIE AGREEMENT NUMBER K6192/96S DATED 29
AUGUST 1996 AND NOTARIAL TIE AGREEMENT NUMBER K5804/1999S.
10. **PORTION 346 (A PORTION OF PORTION 345) OF THE FARM ELANDSPOORT 357**
REGISTRATION DIVISION J.R., THE PROVINCE OF GAUTENG
- MEASURING 1201 (ONE THOUSAND AND TWO HUNDRED AND ONE) SQUARE**
METRES
- HELD BY DEED OF TRANSFER NO. T96150/2003**
- SUBJECT TO THE CONDITIONS THEREIN CONTAINED AND MORE SPECIFICALLY**
SUBJECT TO NOTARIAL TIE AGREEMENT NUMBER K6194/96S DATED 29
AUGUST 1996 AND NOTARIAL TIE AGREEMENT NUMBER K5804/1999S.
11. **PORTION 431 (A PORTION OF PORTION 411) OF THE FARM ELANDSPOORT 357**
REGISTRATION DIVISION J.R., THE PROVINCE OF GAUTENG
- MEASURING 513 (FIVE HUNDRED AND THIRTEEN) SQUARE METRES**
- HELD BY DEED OF TRANSFER NO. T96150/2003**
- SUBJECT TO THE CONDITIONS THEREIN CONTAINED AND MORE SPECIFICALLY**
SUBJECT TO NOTARIAL TIE AGREEMENT NUMBER K6192/1996S DATED 29
AUGUST 1996.

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IN WITNESS WHEREOF I, the said REGISTRAR, together with the Appearer qq have subscribed to these presents and have caused the seal of office to be affixed thereto.

THUS DONE and EXECUTED at the office of the Registrar of Deeds

at PRETORIA

on.

2008 -02- 28

Ndufa
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In my presence.


REGISTRAR OF DEEDS

For Information Only

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B19705 / 2008

As Security

Cession to ABSA Bank Limited

Registration Number

1986/004763/06 Amended (see page 10)

Reregistered _____

Cession with BC 005645 11

02 02 11

Date



**Registrar of Deeds
PRETORIA**

VIR VERDERE ENDOSSEMENTE SIEH
FOR FURTHER ENDORSEMENTS SEE 10

BLADSY/PAGE 10
AKTE No./DEED No. B19705/08

Mortgage's registration number
GEWYSIG KRAAGTENS ART. 4(1) (b) VAN AMENDE IN TERMS OF SECTION 4 (1)
WET 47 VAN 1937 OM TE LEES. (b) OF ACT 47 OF 1937 TO READ.

1986/004794/06

② BC000041900/2011

18 07 11

REGISTRAR/REGISTRAR

Para 8, 9, 10 & 11

⑫ RELEASED ON THEFT OF VAN OERK 3441 - PRETORIA

718mp J.R = 2;2606 H9

① Portion 1 OF ERK 3418

CONSENT FILED WITH PRETORIA 718mp

J.R = 5014 m²

③ Portion 346 (A Ptn of Ptn 345)

OF the Farm Elderspoort 357

J.R = 5014 m²

④ Portion 431 (A Ptn of Ptn 411)

of the Farm Elderspoort 357

J.R = 513 m²

FILED WITH BC 000041900/2011

REGISTRAR/REGISTRAR

18 07 11

VIR VERDERE ENDOSEMENTE SIEN
FOR FURTHER ENDORSEMENTS SEE 11

BLADSY/PAGE 47
AKTE No./DEED No. B19705/08

Para 3

(13)

RELEASE OF ONTHEFFING VAN ERF 1454 Vereeniging
T/ship IQ = 2,4879
Heckers
CONSENT FILED WITH TOESTEMMING BELE BY BC
DEEDS OFFICE AKTEKANTOOR PRETORIA
18 07 11 REGISTRAR/REGISTRATEUR

ONTHEFFING VAN Portion 1 of Erf 56 Verwoerdburgstad = 3397m²
RELEASE OF Portion 2 of Erf 56 Verwoerdburgstad = 4063m²
BC 71434/13
04 10 13
REGISTRAR/REGISTRAR

4/10/13

For Im... Only