

A. VIR AKTEBESORGER SE GEBRUIK/FOR CONVEYANCER'S USE:

Notas/Notes:

LMLH
kureurs / Attorneys
2026
MARAI
712 460 4149

A. VIR AKTEKANTOOR GEBRUIK/FOR DEEDS OFFICE USE

(a) Datum van indiening Date of lodgement	(b) Gelyktydiges nie ingedien nie Simuls not lodged	(c) Regstellings Rectifications

LODGED
MUST BE REGISTERED
2019-02-28
2019-02-15
AKTEKANTOOR PRETORIA
PRETORIA DEEDS OFFICE
LODGED
MUST BE REGISTERED

Onssoekers/Examiners	Kamer/Room	Skakeling Linking	Verwerp Reject	Passeer Passed
1. MARITALE M				
2. M. SPAMBO	728			
3.				

B. (a) VIR AKTEBESORGER SE GEBRUIK FOR CONVEYANCER'S USE

Verwysing No./Reference No.	B00005405 * 2019
4E/GPT	

GELYKTYDIGES/SIMULS

Kode Code	Name van Partye Names of Parties	Firma Firm No.	No. in Stel/batch	Titelaktes ens. binne Titles etc. within
1. B	Gravelpunt Trust / Gravelpunt	2026	1	196161 / 2003
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

FINAL BLACKBOOK DATA
2019-02-21
DEEDS PRETORIA
FINANSIËRE

(b) GELYKTYDIGES MET ANDER REGISTRASIEKANTORE/DEELTITEL/SIMULS WITH OTHER REGISTRIES/SECTIONAL TITLES:

Kode Code	Firma/Firm	Kantoor/Property	Kantoor/Office
1.			
2.			
3.			
4.			

HANG IN FOR EXECUTION
2019-02-21
DEEDS PRETORIA
INGEDIEN VIR UITVOERING

Registrasie Versoek deur/Registration requested by:

Datum/Date:



B. VIR AKTEKANTOOR GEBRUIK/FOR DEEDS OFFICE USE:

Interdikte nagesien deur Interdicts checked by	(1) Dorp goedgekeur (geproklameer) Township approved (proclaimed)	Opmerkings Remarks	Paraaf Initials
	(2) Begiftiging Endowment erven		
	(3) Begiftiging Endowment		
Datum Date	(4) Voorwaardes Conditions		
	(5) Mikro Micro		
Interdikte nagesien deur Interdicts checked by	(6) Algemene plan General plan		
	(7) Titelakte Title deed		
	(8) Verbande teen dorpsitel Bonds against township title		
Datum Date	(9) Datum nagesien Date checked		

Kantoor Instruksies/Office instructions:

Seksie/Section:

(Brief description of property (only para. 1 in Deed)
(Kort beskrywing van eiendom (slegs para. 1 in Akte))

Erft 1454 Vereniging

For Information Only

For Information Only

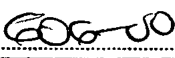
2026

Liebenberg Malan Liezel Horn Inc.
407 Atterbury Road
Menlopark
Pretoria
Tel: +27124604149

Prepared by me



CONVEYANCER
MORNE MARAIS

SEELREG
STAMP DUTY R.....
FOOI
FEES R..... 

B000005405 *2019

MORTGAGE BOND

Be it hereby made known that:

RONELL ERASMUS

appeared before me, the REGISTRAR OF DEEDS at PRETORIA, he the said Appearer, being duly thereto authorized by a Special Power of Attorney executed at SANDTON on 14TH February 2019, 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



ACKNOWLEDGMENT OF DEBT AND CAUSE OF INDEBTEDNESS

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

TRUSTEES FOR THE TIME BEING OF THE GROWTHPOINT PROPERTIES TRUST Registration Number IT 6147/2001

its successors or assigns (the "**Mortgagee**"), which indebtedness arose and/or will arise from any cause whatsoever, including without limitation and without derogating from the generality of the aforesaid:

- 1.1 all present and future obligations and indebtedness of whatsoever nature (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever, including any liability to pay damages or pursuant to a claim for enrichment) which the Mortgagor may now or at any time hereafter owe or have towards the Mortgagee from whatsoever cause and, without limiting the generality of the foregoing, under or in connection with any agreement or agreements as have been concluded, or which may be concluded from time to time hereafter, between the Mortgagor and the Mortgagee (in each case, as amended, supplemented, novated, re-enacted, replaced, restated or varied from time to time, including any amendment providing for any increase in the amount of a facility or any additional facility) and including (without limitation):
 - 1.1.1 finance charges or interest on all amounts secured by this bond, calculated in the manner and at the rate agreed upon between the Mortgagor and Mortgagee from time to time or, failing such agreement, in the manner and at the rate usually required by the Mortgagee for the kind of transaction in question;
 - 1.1.2 all costs, charges or expenses incurred by the Mortgagee in protecting, preserving or realizing the Mortgaged Property (as defined below) and all other costs incurred by the Mortgagee in respect of the Mortgaged Property including, without limitation, insurance premiums, stand licenses, the costs of repairs and maintenance, government and municipal rates and taxes;
 - 1.1.3 all costs, charges or expenses incurred by the Mortgagee under or in connection with this bond including, without limitation, finance charges or interest, cost of notice, commission and charges and the costs of recovery of any indebtedness, legal expenses on the scale as between attorney and own client (in each case, if applicable, plus value-added tax thereon) incurred in suing for recovery of any amount due; and
 - 1.1.4 all future indebtedness generally which may be claimable from the Mortgagor under this bond.

ACKNOWLEDGEMENT OF DEBT

The Appearer declared on behalf of the Mortgagor truly and lawfully held and firmly bound unto and in favour of the Mortgagee and that the security conferred by this bond, to be in the sum of **R523 400 000,00 (Five Hundred and Twenty Three Million Four Hundred Thousand Rand)** or any lesser amount that may from time to time be owing (the "**Capital Sum**"), arising

from any cause whatsoever, together with interest on the Capital Sum.

3

ADDITIONAL SUM

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 Sum of **R104 680 000,00 (One Hundred and Four Million Six Hundred and Eighty Thousand Rand)** (the "Additional Sum") in respect of the following costs and similar causes, namely 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 licenses, 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 realizing the property mortgaged under this bond.

4

CONTINUING COVERING BOND

This bond shall remain in force as continuing covering security for the Capital Sum, the interest thereon and the Additional Sum, notwithstanding any intermediate settlement, and 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 Sum, interest thereon and the Additional Sum.

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; and
- 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.

6

REPAYMENT

The Mortgagor shall repay all amounts owing by the Mortgagor 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

CESSION AND ASSIGNMENT

The Mortgagee is entitled, without prejudice to its rights under this bond, in its sole and absolute discretion, without the Mortgagor's consent and without releasing the Mortgagor severally and from its obligations under this bond, to cede, assign and transfer, all or any its rights under this bond to such person or persons, whether jointly or severally and on such



3

terms and conditions as the Mortgagee may deem fit.

8

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 at the prime rate of interest charged from time to time by the Mortgagee's bankers, provided that such interest rate or rates shall not exceed the legal maximum rate.

9

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 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.

10

PROOF OF INDEBTEDNESS

- 10.1 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 proved by a certificate signed by any manager or officer of the Mortgagee, whose appointment and authority to sign such certificate need not be proved.
- 10.2 Such certificate shall be accepted as *prima facie* proof of the facts stated therein, unless the Mortgagor is able to prove the facts incorrect.

11

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 the Mortgagor's address;

- 11.1 any address at which service of documents is permitted under the relevant rules of court, or
- 11.2 the physical address of this Mortgaged Property or, should there be more than one Mortgaged Property, the physical address of the Mortgaged Property listed first in this

bond.

12

JURISDICTION

- 12.1 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.
- 12.2 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.

13

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 own client, as well as all other costs and fees, including without limitation service fees, maintenance and repair fees that the Mortgagee may incur on behalf of the Borrower for the purpose of preserving or realising the Mortgage Bond.

14

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 -

- 14.1 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
- 14.2 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.

15

IMPROVEMENTS

- 15.1 The Mortgagor shall, until such time as this bond is cancelled, keep all improvements on the mortgaged property in good order and repair.
- 15.2 The Mortgagee or its duly appointed agents are entitled at all reasonable times, at the cost of the Mortgagor, to enter upon and inspect the mortgaged property for purpose of ascertaining if the aforesaid condition of keeping all improvements on the mortgaged property in good order and repair is being fully complied with.
- 15.3 Should the improvements not be kept in good order and repair, the Mortgagee is entitled, but not obliged to, effect the necessary repairs or to cause any repairs to be done on behalf of the Mortgagor, and the costs in repairing and improvements and any money disbursed by the Mortgagee in procuring that the necessary repairs be effected



shall be refunded by the Mortgagor on demand.

16

RATES AND TAXES

- 16.1 The Mortgagor shall promptly pay all rates, taxes, site rentals, licenses, service and other charges levied and to be levied at any time in respect of the mortgaged property by any Governmental local or other competent authority or where applicable, a leasehold grantor, and on demand produce the receipts thereof to the Mortgagee.
- 16.2 Should any of the aforesaid rates, taxes, site rentals, licenses, service and other charges levied and to be levied not be paid on due date, the Mortgagee is entitled, but not obliged to, pay any amount so levied and any moneys so disbursed shall be refunded by the Mortgagor on demand.

17

TITLE DEEDS

- 17.1 The Mortgagor shall, on registration of this bond, deposit with the Mortgagee all title deeds, diagrams, licenses in respect of the Mortgaged Property with the Mortgagee.
- 17.2 The Mortgagor shall observe and fulfil all the terms and conditions of and obligations under the title deed of the Mortgaged Property or which are otherwise applicable to or affect the Mortgaged Property.
- 17.3 The Mortgaged Property will not be further burdened in any way without the prior written consent of, and on the conditions prescribed, by the Mortgagee.
- 17.4 The Mortgagee shall do all such acts required to record the interest of the Mortgagee in terms of this Bond in any registers relating to the mortgaged property.

18

FORECLOSURE

If the Mortgagor fails to pay any sum which may be legally claimable by the Mortgagee, then the Mortgagee shall be entitled forthwith to proceed with the recovery of such amounts and to have any property mortgaged under this bond declared executable.

19

RIGHT ADDITIONAL TO OTHER SECURITIES AND AGREEMENTS

The security given to the Mortgagee by this bond shall not be in substitution for, but in addition to, and shall not prejudice any other security or preference of whatever kind which does, or may, or shall exist in favour of the Mortgagee in respect of any indebtedness referred to in Clause 1 above.

20

CANCELLATION OF BOND

Upon the irrevocable and unconditional final discharge in full of the Mortgagor's obligations, and at the Mortgagor's request, the Mortgagee shall consent to the cancellation of this bond and shall, at the Mortgagor's cost, sign all documents necessary to effect the cancellation at

the relevant Deeds Registry.

21

GENERAL

- 21.1 In the interpretation of this bond, unless the context otherwise requires, the singular shall include the plural and vice versa.
- 21.2 The bond contains all the express provisions agreed on by the parties with regard to the mortgage, and any alleged express provision not contained in the bond is not.
- 21.3 Any representation or warranties which allegedly induced the Mortgagor to pass the bond may not be relied on, unless the representation is recorded in writing and signed by the Mortgagee.
- 21.4 No agreement varying or deleting any provision of the bond (including these conditions), or adding any provision, and no waiver of any rights under the bond or the agreements relating to the Mortgagor's indebtedness to the Mortgagee, will be effective unless in writing and signed by the Mortgagee.
- 21.5 No indulgence allowed by the Mortgagee will operate as a waiver or abandonment by the Mortgagee of its rights, or preclude the Mortgagee from exercising any of its rights, whether under the bond (including these conditions) or the Mortgagor's indebtedness to the Mortgagee.
- 21.6 Should any clauses in this bond (including these conditions) for any reason whatsoever be invalid or unenforceable, the provisions of such clause or provision, at the option of the party affected thereby, shall be severable from the remaining clauses and the provisions of this bond (including these conditions) shall continue to remain and be in full force and effect.
- 21.7 The rights and remedies of the Mortgagee under this bond are cumulative, may be exercised as often as the Mortgagee requires and are in addition of any of the Mortgagor's other rights and remedies.

22

RENUNCIATION OF BENEFITS

The Mortgagor expressly waives and renounces any benefits to which it is entitled in law, including without in any way limiting or affecting the generality of the foregoing the benefits from the legal exceptions excussion and division, non numeratae pecuniae, non causa debiti, errore calculi, revision of accounts and no value received and declares itself to be fully acquainted with the full meaning and effect thereof.

23

MORTGAGED PROPERTY

As security for the due and prompt payment of the Capital Sum or any portion thereof, interest due thereon and the Additional Sum or any portion thereof which may be owing or payable at any time to the Mortgagee under this bond, the Appearer on behalf of the Mortgagor hereby

declares to bind specially as a **FIRST MORTGAGE**, the immovable property:-

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

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

HELD BY DEED OF TRANSFER NUMBER T96161/2003

SUBJECT to such conditions as set out in the aforesaid Title Deed.

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
_____ 2019

2019 -02- 22

In my presence

Registrar of Deeds

Signature of appearer q.q.

2026

Liebenberg Malan Liezel Horn Inc.
407 Atterbury Road
Menlopark
Pretoria
Tel: +27124604149

1-3 /
① 2

mark Park

Prepared by me

CONVEYANCER
MORNÉ MARAIS

Power of Attorney to pass a Bond

We, the undersigned

GERALD VÖLKE and **SAMANTHA JARDINE**
duly authorised hereto by a resolution of the directors of
GROWTHPOINT PROPERTIES LIMITED
Registration Number 1987/004988/06

Do hereby nominate and appoint

AMANDA PIKE and/or **ELIZABETH COETZER** and/or **ELNE GERBER** and/or
LENSKA CECILIA KOEKEMOER and/or **RONELL ERASMUS**

With the power of substitution to be my true and lawful attorney and agent to appear before the Registrar of Deeds at Pretoria and then and there to pass a Bond in the shape and form of the Bond document attached hereto and initialled by me, and to bring about such amendments to the Bond document as the said Registrar may require in order to effect registration of the Bond.

SIGNED at SANDTON on 14 February 2019

As Witnessse

1.

GERALD VÖLKE on behalf of
GROWTHPOINT PROPERTIES LIMITED

2.

SAMANTHA JARDINE on behalf of
GROWTHPOINT PROPERTIES LIMITED

For Information Only

§

2026

Liebenberg Malan Liezel Horn Inc.
407 Atterbury Road
Menlopark
Pretoria
Tel: +27124604149

Prepared by me



C/O WEYANCER
MORNE MARAIS

MORTGAGE BOND

Be it hereby made known that:

RONELL ERASMUS

appeared before me, the REGISTRAR OF DEEDS at PRETORIA, he the said Appearer, being duly thereto authorized by a Special Power of Attorney executed at JOHANNESBURG on February 2019, 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

ACKNOWLEDGMENT OF DEBT AND CAUSE OF INDEBTEDNESS

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

**TRUSTEES FOR THE TIME BEING OF THE
GROWTHPOINT PROPERTIES TRUST
Registration Number IT 6147/2001**

its successors or assigns (the "**Mortgagee**"), which indebtedness arose and/or will arise from any cause whatsoever, including without limitation and without derogating from the generality of the aforesaid:

- 1.1 all present and future obligations and indebtedness of whatsoever nature (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever, including any liability to pay damages or pursuant to a claim for enrichment) which the Mortgagor may now or at any time hereafter owe or have towards the Mortgagee from whatsoever cause and, without limiting the generality of the foregoing, under or in connection with any agreement or agreements as have been concluded, or which may be concluded from time to time hereafter, between the Mortgagor and the Mortgagee (in each case, as amended, supplemented, novated, re-enacted, replaced, restated or varied from time to time, including any amendment providing for any increase in the amount of a facility or any additional facility) and including (without limitation):
- 1.1.1 finance charges or interest on all amounts secured by this bond, calculated in the manner and at the rate agreed upon between the Mortgagor and Mortgagee from time to time or, failing such agreement, in the manner and at the rate usually required by the Mortgagee for the kind of transaction in question;
 - 1.1.2 all costs, charges or expenses incurred by the Mortgagee in protecting, preserving or realizing the Mortgaged Property (as defined below) and all other costs incurred by the Mortgagee in respect of the Mortgaged Property including, without limitation, insurance premiums, stand licenses, the costs of repairs and maintenance, government and municipal rates and taxes;
 - 1.1.3 all costs, charges or expenses incurred by the Mortgagee under or in connection with this bond including, without limitation, finance charges or interest, cost of notice, commission and charges and the costs of recovery of any indebtedness, legal expenses on the scale as between attorney and own client (in each case, if applicable, plus value-added tax thereon) incurred in suing for recovery of any amount due; and
 - 1.1.4 all future indebtedness generally which may be claimable from the Mortgagor under this bond.

ACKNOWLEDGEMENT OF DEBT

The Appearer declared on behalf of the Mortgagor truly and lawfully held and firmly bound unto and in favour of the Mortgagee and that the security conferred by this bond, to be in the sum of **R523 400 000,00 (Five Hundred and Twenty Three Million Four Hundred Thousand Rand)** or any lesser amount that may from time to time be owing (the "**Capital Sum**"), arising

from any cause whatsoever, together with interest on the Capital Sum.

3

ADDITIONAL SUM

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 Sum of **R104 680 000,00 (One Hundred and Four Million Six Hundred and Eighty Thousand Rand)** (the "Additional Sum") in respect of the following costs and similar causes, namely 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 licenses, 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 realizing the property mortgaged under this bond.

4

CONTINUING COVERING BOND

This bond shall remain in force as continuing covering security for the Capital Sum, the interest thereon and the Additional Sum, notwithstanding any intermediate settlement, and 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 Sum, interest thereon and the Additional Sum.

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; and
- 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.

6

REPAYMENT

The Mortgagor shall repay all amounts owing by the Mortgagor 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

CESSION AND ASSIGNMENT

The Mortgagee is entitled, without prejudice to its rights under this bond, in its sole and absolute discretion, without the Mortgagor's consent and without releasing the Mortgagor severally and from its obligations under this bond, to cede, assign and transfer, all or any its rights under this bond to such person or persons, whether jointly or severally and on such

3

terms and conditions as the Mortgagee may deem fit.

8

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 at the prime rate of interest charged from time to time by the Mortgagee's bankers, provided that such interest rate or rates shall not exceed the legal maximum rate.

9

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 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.

10

PROOF OF INDEBTEDNESS

- 10.1 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 proved by a certificate signed by any manager or officer of the Mortgagee, whose appointment and authority to sign such certificate need not be proved.
- 10.2 Such certificate shall be accepted as *prima facie* proof of the facts stated therein, unless the Mortgagor is able to prove the facts incorrect.

11

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 the Mortgagor's address;

- 11.1 any address at which service of documents is permitted under the relevant rules of court, or
- 11.2 the physical address of this Mortgaged Property or, should there be more than one Mortgaged Property, the physical address of the Mortgaged Property listed first in this

bond.

12

JURISDICTION

- 12.1 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.
- 12.2 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.

13

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 own client, as well as all other costs and fees, including without limitation service fees, maintenance and repair fees that the Mortgagee may incur on behalf of the Borrower for the purpose of preserving or realising the Mortgage Bond.

14

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 -

- 14.1 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
- 14.2 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.

15

IMPROVEMENTS

- 15.1 The Mortgagor shall, until such time as this bond is cancelled, keep all improvements on the mortgaged property in good order and repair.
- 15.2 The Mortgagee or its duly appointed agents are entitled at all reasonable times, at the cost of the Mortgagor, to enter upon and inspect the mortgaged property for purpose of ascertaining if the aforesaid condition of keeping all improvements on the mortgaged property in good order and repair is being fully complied with.
- 15.3 Should the improvements not be kept in good order and repair, the Mortgagee is entitled, but not obliged to, effect the necessary repairs or to cause any repairs to be done on behalf of the Mortgagor, and the costs in repairing and improvements and any money disbursed by the Mortgagee in procuring that the necessary repairs be effected

shall be refunded by the Mortgagor on demand.

16

RATES AND TAXES

- 16.1 The Mortgagor shall promptly pay all rates, taxes, site rentals, licenses, service and other charges levied and to be levied at any time in respect of the mortgaged property by any Governmental local or other competent authority or where applicable, a leasehold grantor, and on demand produce the receipts thereof to the Mortgagee.
- 16.2 Should any of the aforesaid rates, taxes, site rentals, licenses, service and other charges levied and to be levied not be paid on due date, the Mortgagee is entitled, but not obliged to, pay any amount so levied and any moneys so disbursed shall be refunded by the Mortgagor on demand.

17

TITLE DEEDS

- 17.1 The Mortgagor shall, on registration of this bond, deposit with the Mortgagee all title deeds, diagrams, licenses in respect of the Mortgaged Property with the Mortgagee.
- 17.2 The Mortgagor shall observe and fulfil all the terms and conditions of and obligations under the title deed of the Mortgaged Property or which are otherwise applicable to or affect the Mortgaged Property.
- 17.3 The Mortgaged Property will not be further burdened in any way without the prior written consent of, and on the conditions prescribed, by the Mortgagee.
- 17.4 The Mortgagee shall do all such acts required to record the interest of the Mortgagee in terms of this Bond in any registers relating to the mortgaged property.

18

FORECLOSURE

If the Mortgagor fails to pay any sum which may be legally claimable by the Mortgagee, then the Mortgagee shall be entitled forthwith to proceed with the recovery of such amounts and to have any property mortgaged under this bond declared executable.

19

RIGHT ADDITIONAL TO OTHER SECURITIES AND AGREEMENTS

The security given to the Mortgagee by this bond shall not be in substitution for, but in addition to, and shall not prejudice any other security or preference of whatever kind which does, or may, or shall exist in favour of the Mortgagee in respect of any indebtedness referred to in Clause 1 above.

20

CANCELLATION OF BOND

Upon the irrevocable and unconditional final discharge in full of the Mortgagor's obligations, and at the Mortgagor's request, the Mortgagee shall consent to the cancellation of this bond and shall, at the Mortgagor's cost, sign all documents necessary to effect the cancellation at

the relevant Deeds Registry.

21

GENERAL

- 21.1 In the interpretation of this bond, unless the context otherwise requires, the singular shall include the plural and vice versa.
- 21.2 The bond contains all the express provisions agreed on by the parties with regard to the mortgage, and any alleged express provision not contained in the bond is not.
- 21.3 Any representation or warranties which allegedly induced the Mortgagor to pass the bond may not be relied on, unless the representation is recorded in writing and signed by the Mortgagee.
- 21.4 No agreement varying or deleting any provision of the bond (including these conditions), or adding any provision, and no waiver of any rights under the bond or the agreements relating to the Mortgagor's indebtedness to the Mortgagee, will be effective unless in writing and signed by the Mortgagee.
- 21.5 No indulgence allowed by the Mortgagee will operate as a waiver or abandonment by the Mortgagee of its rights, or preclude the Mortgagee from exercising any of its rights, whether under the bond (including these conditions) or the Mortgagor's indebtedness to the Mortgagee.
- 21.6 Should any clauses in this bond (including these conditions) for any reason whatsoever be invalid or unenforceable, the provisions of such clause or provision, at the option of the party affected thereby, shall be severable from the remaining clauses and the provisions of this bond (including these conditions) shall continue to remain and be in full force and effect.
- 21.7 The rights and remedies of the Mortgagee under this bond are cumulative, may be exercised as often as the Mortgagee requires and are in addition of any of the Mortgagee's other rights and remedies.

22

RENUNCIATION OF BENEFITS

The Mortgagor expressly waives and renounces any benefits to which it is entitled in law, including without in any way limiting or affecting the generality of the foregoing the benefits from the legal exceptions excussion and division, non numeratae pecuniae, non causa debiti, errore calculi, revision of accounts and no value received and declares itself to be fully acquainted with the full meaning and effect thereof.

23

MORTGAGED PROPERTY

As security for the due and prompt payment of the Capital Sum or any portion thereof, interest due thereon and the Additional Sum or any portion thereof which may be owing or payable at any time to the Mortgagee under this bond, the Appearer on behalf of the Mortgagor hereby

declares to bind specially as a **FIRST MORTGAGE**, the immovable property:-

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

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

HELD BY DEED OF TRANSFER NUMBER T96161/2003

SUBJECT to such conditions as set out in the aforesaid Title Deed.

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
_____ 2019

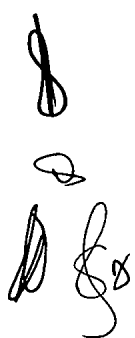
In my presence

Registrar of Deeds

Signature of appearer q.q.

For Information Only

3



TRACK NUMBER : 18614448371

BLACK-BOOKING ENQUIRY ON NAME - GROWTHPOINT PROP LTD
ID NUMBER - 198700498806
BIRTH DATE -
MARRITAL STATUS -
MAIDEN NAME -
TYPE OF PERSON - COMPANY

OTHER REFERENCES LINKED TO THIS PERSON :
GROWTHPOINT PROP PTY LTD

ID: 198700498806 (ACTIVE)

PERSON NAME AND ID	CONTRACTS/INTERDICTS	NOTED ON SCAN/MICRO REF
GROWTHPOINT PROP LTD	198700498806 BC22108/2014-T105611/2013	20140407 20140617095210
	198700498806 K6551/2005S	20050921 20060530113704
	198700498806 K7392/2005S	20051024 20180905111213
	198700498806 K8564/2003FM	20031218 20040101023252
	198700498806 VALL1455/2008-T96150/2003	20080228 20080320110522
	198700498806 VALL173/2017-K3987/2013L	20170210 20170228143527
	198700498806 VALL0911/2008-T82477/2005	20080211 20080225133104
	198700498806 VALL0912/2008-T82474/2005	20080211 20080225133136
	198700498806 VALL1451/2008-T96148/2003	20080228 20080320105744
	198700498806 VALL1452/2008-T96161/2003	20080228 20080320105848
	198700498806 VALL1453/2008-T96163/2003	20080228 20080320105951
	198700498806 VALL1454/2008-T96149/2003	20080228 20080320110400
	198700498806 VA20698/2008-T148337/2007	20081121 20081223092244
	198700498806 VA4828/2015-T96153/2003	20150625 20150708125315
	198700498806 VA5453/2018-T94965/2001	20180822 20180827132731
	198700498806 VA5654/2018-T24621/2004	20180828 20180905110930
	198700498806 VA6735/2003-T143376/2002	20030811 200308101140507
	198700498806 VA6364/2011-T96147/2003	20110922 20111017113623
	198700498806 VA7144/2005-T96178/2003	20050830 20060101034447
	198700498806 VA8590/2018-T96155/2003	20181220 20190118095355

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*** END OF REPORT ***

307

TRACK NUMBER : 10014448371

PROPERTY DETAILS PRINT FOR PORTION 0
ERF NO 1454
TOWNSHIP VEREBENIGING
REG DIV IQ

PROVINCE GAUTENG
PREV DESCRIPTION
DIAGRAM DEED NO T56161/1987
EXTENT 2.4879 H
CLEARANCE EMPULENI LOCAL MUNICIPALITY

NO INTERDICTIONS

DOCUMENTS	HOLDER & SHARE	AMOUNT	O/P/A	SCAN/MICRO REF	MDD
K2906/1988S				19880101134413	
VALL452/2008	T96161/2003			20080320105048	0228
FROM-PTNL,1456R/E,14	42PTN5364,1421				

OWNER DETAILS

FULL NAME & SHARE	PURCH DATE	AMOUNT/REASON	O/P/A	IDENTITY	TITLE DEED	MDD	MICROFILM REF
GROWTHPOINT PROP LTD	20030527	R55463757.00		198700498806	T96161/2003	0731	20110729145203

* O/P/A - 0 - MULTIPLE OWNER P - MULTIPLE PROPERTY A - MULTIPLE OWNER AND PROPERTY

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*** END OF REPORT ***