

TPN CommercialLeasePack[®]

UPDATES

A full list of revisions made to the latest TPN Commercial LeasePack is detailed below (and on subsequent pages) for ease of reference.

DOCUMENT NAME	NEW VERSION NUMBER	NOTES ON CHANGES TO DOCUMENT
<i>New Documents</i>		
Industrial Lease Agreement: CPA Version	1.0	New document
Retail Lease Agreement: CPA Version	1.0	New document
<i>Existing Documents</i>		
Commercial CPA Lease Agreement	3.2	<p>Minor Schedule changes for TPN standardisation</p> <p>Clause 2.1.5 added definition of Constitution</p> <p>Clause 2.1.7 added definition of Data Protection Legislation</p> <p>Clause 2.1.9 added definition of ECTA</p> <p>Clause 2.1.18 added definition of PAIA</p> <p>Clause 2.1.24 amended definition of POPIA</p> <p>Clause 2.1.26 added definition of Processing</p> <p>Clause 2.1.31 amended definition of Sign</p> <p>Clause 6 amendments to clause 6.2, 6.4 and addition of clause 7.2 into clause 6.5 ensuring representatives of tenants are also bound to conduct rules and laws</p> <p>Clause 23 amended to “that is,” rather than i.e.</p> <p>Clause 37.4.3 amended to: “pursuing their legitimate interests under this Lease Agreement, which will include the right to Process the Personal Information of the Tenant in the event of a sale or a prospective sale of the Premises and / or the Immovable Property.”</p> <p>Clause 37.5 new clause added: “In addition to the foregoing provisions of this clause 37, both Parties undertake to ensure compliance with all Data Protection Legislation when Processing Personal Information of the other Party.”</p>

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		Clause 40.3 new clause added: "In the event that the Parties are unable to Sign this Agreement in terms of clause 40.1, then the Parties agree to this Agreement being concluded by way of electronic signature."
Commercial NON-CPA Lease Agreement	3.2	<p>Minor Schedule changes for TPN standardisation</p> <p>Clause 2.1.5 added definition of Constitution</p> <p>Clause 2.1.7 added definition of Data Protection Legislation</p> <p>Clause 2.1.9 added definition of ECTA</p> <p>Clause 2.1.18 added definition of PAIA</p> <p>Clause 2.1.24 amended definition of POPIA</p> <p>Clause 2.1.26 added definition of Processing</p> <p>Clause 2.1.31 amended definition of Sign</p> <p>Clause 6 amendments to clause 6.2, 6.4 and addition of clause 7.2 into clause 6.5 ensuring representatives of tenants are also bound to conduct rules and laws</p> <p>Clause 23 amended to "that is," rather than i.e.</p> <p>Clause 37.4.3 amended to: "pursuing their legitimate interests under this Lease Agreement, which will include the right to Process the Personal Information of the Tenant in the event of a sale or a prospective sale of the Premises and / or the Immovable Property."</p> <p>Clause 37.5 new clause added: "In addition to the foregoing provisions of this clause 37, both Parties undertake to ensure compliance with all Data Protection Legislation when Processing Personal Information of the other Party."</p> <p>Clause 40.3 new clause added: "In the event that the Parties are unable to Sign this Agreement in terms of clause 40.1, then the Parties agree to this Agreement being concluded by way of electronic signature."</p> <p>Clause 52 new clause added: "The Tenant enters into the Lease Agreement for a purpose wholly or mainly related to its business or profession."</p>

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Industrial Lease Agreement	2.1	<p>Schedule moved item 1.20 Parking Bays to item 1.12 and updated all referencing</p> <p>Clause 2.1.4 added definition of Constitution</p> <p>Clause 2.1.6 added definition of Data Protection Legislation</p> <p>Clause 2.1.8 added definition of ECTA</p> <p>Clause 2.1.19 added definition of PAIA</p> <p>Clause 2.1.24 amended definition of POPIA</p> <p>Clause 2.1.26 added definition of Processing</p> <p>Clause 2.1.33 amended definition of Sign</p> <p>Clause 10 standardised</p> <p>Clause 23 amended to “that is,” rather than i.e.</p> <p>Clause 36.4.3 amended to: “pursuing their legitimate interests under this Lease Agreement, which will include the right to Process the Personal Information of the Tenant in the event of a sale or a prospective sale of the Premises and / or the Immovable Property”</p> <p>Clause 36.5 new clause added: “In addition to the foregoing provisions of this clause 36, both Parties undertake to ensure compliance with all Data Protection Legislation when Processing Personal Information of the other Party.”</p> <p>Clause 39.3 added: “In the event that the Parties are unable to Sign this Agreement in terms of clause 39.1, then the Parties agree to this Agreement being concluded by way of electronic signature.”</p> <p>Clause 45 standardised</p> <p>Clause 51 new clause added: “The Tenant enters into the Lease Agreement for a purpose wholly or mainly related to its business or profession.”</p>
Retail Lease Agreement	2.2	<p>Minor Schedule changes for TPN standardisation</p> <p>Clause 2.1.5 added definition of Constitution</p> <p>Clause 2.1.7 added definition of Data Protection Legislation</p> <p>Clause 2.1.9 added definition of ECTA</p> <p>Clause 2.1.19 added definition of PAIA</p> <p>Clause 2.1.25 amended definition of POPIA</p> <p>Clause 2.1.27 added definition of Processing</p> <p>Clause 2.1.31 amended definition of Sign</p> <p>Clause 6 amendments to clause 6.3, 6.5 and addition of clause 7.2 into clause 6.6 ensuring representatives of tenants are also bound to conduct rules and laws</p>

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		<p>Clause 24 amended to “that is,” rather than i.e.</p> <p>Clause 25 standardised</p> <p>Clause 38.4.3 amended to: “pursuing their legitimate interests under this Lease Agreement, which will include the right to Process the Personal Information of the Tenant in the event of a sale or a prospective sale of the Premises and / or the Immovable Property”</p> <p>Clause 38.5 new clause added: “In addition to the foregoing provisions of this clause 38, both Parties undertake to ensure compliance with all Data Protection Legislation when Processing Personal Information of the other Party.”</p> <p>Clause 41.3 new clause added: “In the event that the Parties are unable to Sign this Agreement in terms of clause 41.1, then the Parties agree to this Agreement being concluded by way of electronic signature.”</p> <p>Clause 54 new clause added: “The Tenant enters into the Lease Agreement for a purpose wholly or mainly related to its business or profession.”</p>
Storage CPA Lease Agreement	1.1	<p>Minor Schedule changes for TPN standardisation</p> <p>Clause 2.1.5 added definition of Constitution</p> <p>Clause 2.1.7 added definition of Data Protection Legislation</p> <p>Clause 2.1.9 added definition of ECTA</p> <p>Clause 2.1.22 added definition of PAIA</p> <p>Clause 2.1.26 amended definition of POPIA</p> <p>Clause 2.1.27 added definition of Processing</p> <p>Clause 2.1.30 amended definition of Sign</p> <p>Clause 6 standardised</p> <p>Clause 20 amended to “that is,” rather than i.e.</p> <p>Clause 26 standardised</p> <p>Clause 33.4.3 amended to: “pursuing their legitimate interests under this Lease Agreement, which will include the right to Process the Personal Information of the Tenant in the event of a sale or a prospective sale of the Premises and / or the Immovable Property”</p> <p>Clause 33.5 new clause added: “In addition to the foregoing provisions of this clause 33, both Parties undertake to ensure compliance with all Data Protection Legislation when Processing Personal Information of the other Party.”</p>

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		<p>Clause 44.3 new clause added: "In the event that the Parties are unable to Sign this Agreement in terms of clause 44.1, then the Parties agree to this Agreement being concluded by way of electronic signature."</p> <p>Clause 45 new clause added: "The Tenant enters into the Lease Agreement for a purpose wholly or mainly related to its business or profession."</p>
Storage NON-CPA Lease Agreement	1.1	<p>Minor Schedule changes for TPN standardisation</p> <p>Clause 2.1.5 added definition of Constitution</p> <p>Clause 2.1.7 added definition of Data Protection Legislation</p> <p>Clause 2.1.9 added definition of ECTA</p> <p>Clause 2.1.22 added definition of PAIA</p> <p>Clause 2.1.26 amended definition of POPIA</p> <p>Clause 2.1.27 added definition of Processing</p> <p>Clause 2.1.30 amended definition of Sign</p> <p>Clause 6 standardised</p> <p>Clause 20 amended to "that is," rather than i.e.</p> <p>Clause 26 standardised</p> <p>Clause 33.4.3 amended to: "pursuing their legitimate interests under this Lease Agreement, which will include the right to Process the Personal Information of the Tenant in the event of a sale or a prospective sale of the Premises and / or the Immovable Property."</p> <p>Clause 33.5 new clause added: "In addition to the foregoing provisions of this clause 33, both Parties undertake to ensure compliance with all Data Protection Legislation when Processing Personal Information of the other Party."</p> <p>Clause 44.3 new clause added: "In the event that the Parties are unable to Sign this Agreement in terms of clause 44.1, then the Parties agree to this Agreement being concluded by way of electronic signature."</p> <p>Clause 45 new clause added: "The Tenant enters into the Lease Agreement for a purpose wholly or mainly related to its business or profession."</p>
Commercial Property Procurement Mandate	2.2	<p>Minor Schedule changes for TPN standardisation</p> <p>Clause 2.1.5 added definition of Constitution</p> <p>Clause 2.1.7 added definition of Data Protection Legislation</p> <p>Clause 2.1.10 added definition of ECTA</p>

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		<p>Clause 2.1.19 added definition of PAIA</p> <p>Clause 2.1.20 added definition of Personal Information</p> <p>Clause 2.1.21 amended definition of POPIA</p> <p>Clause 2.1.23 added definition of Processing</p> <p>Clause 2.1.28 amended definition of Sign</p> <p>Clause 12.3.3 amended to: “pursuing their legitimate interests under this Lease Agreement, which will include the right to Process the Personal Information of the Tenant in the event of a sale or a prospective sale of the Premises and / or the Immovable Property.”</p> <p>Clause 12.6 new clause added: “In addition to the foregoing provisions of this clause 12, both Parties undertake to ensure compliance with all Data Protection Legislation when Processing Personal Information of the other Party.”</p> <p>Clause 13 standardised</p> <p>Clause 19.3 new clause added: “In the event that the Parties are unable to Sign this Agreement in terms of clause 19.1, then the Parties agree to this Agreement being concluded by way of electronic signature.”</p>
Commercial Property Management Agreement	1.3	<p>Minor Schedule changes for TPN standardisation</p> <p>Clause 2.1.6 added definition of Constitution</p> <p>Clause 2.1.8 added definition of Data Protection Legislation</p> <p>Clause 2.1.11 added definition of ECTA</p> <p>Clause 2.1.24 added definition of PAIA</p> <p>Clause 2.1.27 amended definition of POPIA</p> <p>Clause 2.1.28 added definition of Processing</p> <p>Clause 2.1.33 amended definition of Sign</p> <p>Clause 11.3.3 amended to: “pursuing their legitimate interests under this Lease Agreement, which will include the right to Process the Personal Information of the Tenant in the event of a sale or a prospective sale of the Premises and / or the Immovable Property.”</p> <p>New Clause 11.4 added: “In addition to the foregoing provisions of this clause 11, both Parties undertake to ensure compliance with all Data Protection Legislation when Processing Personal Information of the other Party.”</p> <p>Clause 15 standardised</p>

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		Clause 22.3 new clause added: "In the event that the Parties are unable to Sign this Agreement in terms of clause 22.1, then the Parties agree to this Agreement being concluded by way of electronic signature."
Letting Application and Take On Form: Commercial Premises	2.0	Included POPIA Provision to bottom of document: "acknowledge and agree on behalf of the Applicant that the landlord and its letting or managing agents, as the case may be, may collect, use and process the Applicant's personal information for the purpose of: (i) the process of applying for and entering into the lease agreement; (ii) performing their obligations in connection with the lease agreement; (iii) pursuing their legitimate interests under the lease agreement, which will include the right to process the Applicant's personal information in the event of sale or prospective sale of the immovable property and / or premises which forms the subject matter of the lease agreement; and (iv) the general administration of the relationship between the parties to the lease agreement. [Where applicable, terms used in this paragraph (c) have the definitions ascribed to them in section 1 of the Protection of Personal Information Act 4 of 2013]."
Suretyship	2.1	<p>Minor Schedule and Terms and Conditions changes for TPN standardisation</p> <p>Clause 2.1 amended to: "In this Suretyship, unless the context requires otherwise, the words below mean the following:"</p> <p>Clause 2.1.1 added definition of Constitution</p> <p>Clause 2.1.2 added definition of Data Protection Legislation</p> <p>Clause 2.1.4 added definition of ECTA</p> <p>Clause 2.1.6 added definition of Lease Agreement</p> <p>Clause 2.1.7 added definition of NCA</p> <p>Clause 2.1.8 added definition of PAIA</p> <p>Clause 2.1.9 added definition of Parties</p> <p>Clause 2.1.10 added definition of Personal Information</p> <p>Clause 2.1.11 added definition of POPIA</p> <p>Clause 2.1.12 added definition of Processing</p> <p>Clause 2.1.13 added definition of Sign</p> <p>Clause 2.1.14 added definition of Signature Date</p> <p>Clause 2.1.18 added definition of Writing</p> <p>Clause 3 amended in its entirety to new TPN standard clause</p> <p>Clause 17 amended in its entirety to standard Regulatory Compliance clause</p>

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		Clause 26 amended to Signatory and Signature clause and added standard clause