



EXECUTION VERSION

SEPARATION AGREEMENT

entered into between

TSOGO SUN GAMING LIMITED

(Registration No. 1989/002108/06)

("TSG")

and

TSOGO SUN PROPRIETARY LIMITED

(Registration No. 2002/026000/07)

("TS")

and

EACH OF THE SUBSIDIARIES OF TSG LISTED IN SCHEDULE 1 HERETO

(each a "TSG Subsidiary")

and

TSOGO SUN HOTELS LIMITED

(Registration No. 2002/006356/06)

("TSH")

and

SOUTHERN SUN HOTEL INTERESTS PROPRIETARY LIMITED

(Registration No. 1969/001365/07)

("SSHI")

WHEREBY IT IS AGREED AS FOLLOWS :

1. INTERPRETATION AND PRELIMINARY

The headings in this agreement are for the purpose of convenience and reference only and shall neither be used in the interpretation of nor modify nor amplify the terms of this agreement nor any of its clauses. Unless a contrary intention clearly appears :

1.1. the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely :

1.1.1. **“Agreement”** means this separation agreement, together with any annexures or schedules hereto, if any;

1.1.2. **“Business Day”** means a day which is not a Saturday, Sunday or public holiday gazetted in South Africa from time to time;

1.1.3. **“Companies Act”** means the Companies Act, 2008 (as amended);

1.1.4. **“Conditions Precedent”** means the conditions precedent in clause 3.1;

1.1.5. **“Control”** has the meaning contemplated in section 2(2) of the Companies Act and **“Controlled”** and any derivatives thereof shall be construed accordingly;

1.1.6. **“Effective Date”** means:

1.1.6.1. with regard to the TSG Hotels other than Emonti, the last day of the calendar month immediately following the calendar month during which the last of the Conditions Precedent to be fulfilled is fulfilled or waived, as the case may be, notwithstanding the Signature Date;

1.1.6.2. with regard to Emonti, the later of the date referred to in clause 1.1.6.1 and the date of fulfilment (or waiver by TSH and TSG by agreement), of the suspensive condition in clause 9.1;

1.1.7. **“Emonti”** means the hotel currently operated under the name “Southern Sun Hemingways”, which hotel is owned by Tsogo Sun Emonti Proprietary Limited;

1.1.8. **“Emonti Management Agreement”** means the agreement listed in paragraph 1.11 of Annexure A;

1.1.9. **“Expert Determination”** means the determination of any dispute by an Independent Expert in accordance with the provisions of clause 19.10;

- 1.1.10. **“Final Handover Date”** means the Handover Date of the last TSG Hotel to be handed over, provided that, for the avoidance of any doubt, if the suspensive condition in clause 9.1 is not fulfilled, then the Final Handover Date shall be the Handover Date of the last TSG Hotel (excluding Emonti) to be handed over;
- 1.1.11. **“Handover Date”** means, in respect of a TSG Hotel, the last day of the calendar month immediately following the calendar month during which TSG confirms in writing to SSHI that the Management Agreement applicable to such TSG Hotel shall terminate;
- 1.1.12. **“Handover Period”** means, in respect of a TSG Hotel, the period commencing on the Signature Date and expiring on the Handover Date in respect of the applicable TSG Hotel;
- 1.1.13. **“Hotel Businesses”** means the hotel businesses conducted and operated at and in respect of each TSG Hotel, including the operating of restaurants, bars, conference facilities and other ancillary amenities applicable to each TSG Hotel, and **“Hotel Business”** shall mean the hotel business conducted on any one TSG Hotel, as the context requires;
- 1.1.14. **“Identified Employees”** means, collectively, those employees of SSHI who are primarily employed for the purpose of conducting the Hotel Businesses, which employees shall be listed in the agreements to be concluded in terms of section 197(7) of the LRA, substantially in the form attached hereto as Annexure B;
- 1.1.15. **“Independent Expert”** means an expert appointed by the Parties in accordance with the provisions of clause 19.10;
- 1.1.16. **“Interim Period”** means the period from the Signature Date to the Final Handover Date (both dates inclusive);
- 1.1.17. **“JSE”** means the exchange operated by JSE Limited (Registration No. 2005/022939/06) (or any other name by which it may be known in the future) or its successor body, including its alternative exchanges;
- 1.1.18. **“JSE Listings Requirements”** means the Listings Requirements of the JSE, as amended or replaced from time to time;
- 1.1.19. **“LRA”** means the Labour Relations Act, 1995;
- 1.1.20. **“Losses”** means any losses, expenses, interest and/or damages of any nature whatsoever (whether direct, indirect, exemplary, special, consequential, a loss of

profits or otherwise) and from whatsoever cause arising (whether as a result of breach of contract, a delict, vicarious liability or otherwise);

- 1.1.21. **“Management Agreements”** means the management, licencing and other agreements (including the Trade Mark License Agreements) concluded between the TSH Group and the TSG Group in respect of the TSG Hotels and the Hotel Businesses, as listed and more fully described in Annexure A, and **“Management Agreement”** shall mean any one of them, as the context requires;
- 1.1.22. **“Mpumalanga Hotels”** means the following properties (including the improvements, hotels and associated hotel businesses located thereon):
 - 1.1.22.1. the property owned by Listed Investments Proprietary Limited, on which the hotel currently known as *“Southern Sun Emnotweni”* situated in 15 Government Boulevard, Erf 5 Riverside Park Extension 1 Township, Nelspruit, Mpumalanga, South Africa is located and operated by Tsogo Sun Casinos (Pty) Ltd (**“Southern Sun Emnotweni”**);
 - 1.1.22.2. the property owned by Listed Investments Proprietary Limited, on which the hotel currently known as *“StayEasy Emnotweni”* situated on the Corner of White River Road and Government Boulevard, Erf 3 Riverside Park Extension 1 Township, Nelspruit, Mpumalanga, South Africa is located and operated by Tsogo Sun Casinos (Pty) Ltd (**“StayEasy Emnotweni”**);
- 1.1.23. **“Mpumalanga Hotels Sale Agreement”** means the agreement concluded or to be concluded between Hospitality Property Fund Limited (a wholly owned subsidiary of TSH, as the purchaser) and Tsogo Sun Casinos Proprietary Limited and Listed Investments Proprietary Limited (the **“Seller”**) on or about the Signature Date, pursuant to which, *inter alia*, the Seller shall sell and transfer the Mpumalanga Hotels (including the existing assets and businesses on the premises of the Mpumalanga Hotels as at the Signature Date) to TSH;
- 1.1.24. **“Mpumalanga Hotels Sale Price”** means the purchase price of R141,599,000 (one hundred and forty one million five hundred and ninety nine thousand Rand) (VAT exclusive) payable to the Sellers under the Mpumalanga Hotels Sale Agreement and allocated as follows:
 - 1.1.24.1. in respect of Southern Sun Emnotweni, R77,004,000 (seventy seven million and four thousand Rand) (VAT exclusive); and
 - 1.1.24.2. in respect of StayEasy Emnotweni, R64,595,000 (sixty four million five hundred and ninety five thousand Rand) (VAT exclusive);

- 1.1.25. **“Ordinary Course” or “Ordinary Course of Business”** means, with respect to any conduct of any Party or any member of their group, conduct which is :
- 1.1.25.1. undertaken in the ordinary and proper course of its normal day-to-day operations and which is not inconsistent with its general past practices, including without limitation with respect to nature, quantity and frequency;
 - 1.1.25.2. undertaken lawfully, in good faith and at arm’s length;
 - 1.1.25.3. undertaken in accordance with generally accepted industry standards applicable within the hospitality industry; and
 - 1.1.25.4. otherwise in accordance with the terms and conditions agreed upon in the Management Agreements;
- 1.1.26. **“Parties”** means the parties to this Agreement, namely TSG, TS, the TSG Subsidiaries, TSH and SSHI, and **“Party”** shall mean any one of them, as the context requires;
- 1.1.27. **“Promotional Programme”** means SSHI’s strategic promotional programme for preferred guests, currently referred to as the “Tsogo Sun Hotels Rewards Programme”, using the “Sunrands” currency;
- 1.1.28. **“Signature Date”** means the date on which the Party to this Agreement signing last in time signs this Agreement, subject to clause 9.6;
- 1.1.29. **“South Africa”** means the Republic of South Africa;
- 1.1.30. **“SSHI”** means Southern Sun Hotel Interests Proprietary Limited (Registration No. 1969/001365/07), a private company duly incorporated and registered in accordance with the laws of South Africa and a wholly owned subsidiary of TSH, of Palazzo Towers West, Montecasino Boulevard, Fourways, 2055, with e-mail address: CompanysecretaryTGO@tsogosun.com, marked for the attention of: marcel.vonaulock@tsogosun.com;
- 1.1.31. **“Taxation”** includes :
- 1.1.31.1. all forms of tax;
 - 1.1.31.2. all forms of levies, duties, assessments, imposts, deductions, charges, withholdings and contributions in the nature of taxation; and
 - 1.1.31.3. all related fines, penalties and interest,

whether direct or indirect or deferred, and whenever enacted or imposed, and whether of South Africa or elsewhere;

- 1.1.32. **"Trade Mark License Agreement(s)"** means the trade mark licence agreement(s) between the Parties listed in Annexure A;
- 1.1.33. **"Transferring Contracts"** means the contracts, licences and permits which are to be ceded and assigned by the relevant TSH Group Company to the relevant TSG Subsidiary on and with effect from the relevant Handover Date, as identified and agreed between the Parties during the Handover Period, which have been concluded by a TSH Group Company, relate predominantly to the Hotel Businesses and is/are capable of assignment to the TSG Subsidiary;
- 1.1.34. **"Transition Period"** means, in respect of a TSG Hotel, the period commencing on the date on which notice of termination of the relevant Management Agreement in respect of that particular TSG Hotel has been delivered to SSHI and terminating on the relevant Handover Date in respect of that TSG Hotel;
- 1.1.35. **"TS"** means Tsogo Sun Proprietary Limited (Registration No. 2002/026000/07), a private company duly incorporated and registered in accordance with the laws of South Africa, of Palazzo Towers East, Montecasino Boulevard, Fourways, 2055, with e-mail addresses: companysecretary@tsogosun.com and gregory.lunga@tsogosun.com, marked for the attention of: the Legal Manager and Chief Financial Officer;
- 1.1.36. **"TSG"** means Tsogo Sun Gaming Limited (Registration No. 1989/002108/06), a public company duly incorporated and registered in accordance with the laws of South Africa, of Palazzo Towers East, Montecasino Boulevard, Fourways, 2055, with e-mail addresses: companysecretary@tsogosun.com and gregory.lunga@tsogosun.com, marked for the attention of: the Legal Manager and Chief Financial Officer;
- 1.1.37. **"TSG Domain Names"** means the internet domain name(s) owned by or licensed to the TSG Group containing or associated with one or more of the TSG Trade Marks, or any similar derivative of one or more of the TSG Trade Marks, including those listed in Annexure C. **"TSG Domain Names"** exclude the content of the resulting website;
- 1.1.38. **"TSG Group"** means, in relation to TSG and any company which is Controlled by TSG, and **"TSG Group Company"** shall mean any one of them as the context requires;

- 1.1.39. “**TSG Hotels**” means the fifteen hotels listed in Annexure D hereto, that have been managed by SSHI for and on behalf of TSG and/or a TSG Group Company in accordance with, and as more fully described in the Management Agreements;
- 1.1.40. “**TSG Subsidiaries**” means the entities listed in **Schedule 1** hereto, and “**TSG Subsidiary**” means any one of them as the context may indicate;
- 1.1.41. “**TSG Trade Marks**” means the trade mark(s) owned by the TSG Group or to which the TSG Group has rights or which must be assigned to TSG in terms hereof, being those listed in Annexure C (“**Schedule of Marks**”);
- 1.1.42. “**TSH**” means Tsogo Sun Hotels Limited (Registration No. 2002/006356/06), a public company duly incorporated and registered in accordance with the laws of South Africa, of Palazzo Towers West, Montecasino Boulevard, Fourways, 2055, with e-mail address: CompanysecretaryTGO@tsogosun.com, marked for the attention of: marcel.vonaulock@tsogosun.com;
- 1.1.43. “**TSH Domain Names**” means the internet domain names owned by or licensed to the TSH Group containing or associated with one or more of the TSH Trade Marks, or any similar derivative of one or more of the TSH Trade Marks, which includes those listed in Annexure C. “**TSH Domain Names**” exclude the content of the resulting website;
- 1.1.44. “**TSH Group**” means, in relation to TSH and every company which is Controlled by TSH (including SSHI), and “**TSH Group Company**” shall mean any one of them as the context requires;
- 1.1.45. “**TSH Trade Marks**” means the trade mark(s) owned by the TSH Group or to which the TSH Group has rights or which must be assigned to TSH in terms hereof, being those listed in Annexure C (“**Schedule of Marks**”);
- 1.1.46. “**VAT**” means value-added tax;
- 1.1.47. “**VAT Act**” means the Value-added Tax Act, 1991; and
- 1.1.48. “**Website Transition Period**” means the 12 (twelve) month period commencing on 1 May 2022 and ending on 30 April 2023;
- 1.2. words importing :
- 1.2.1. any one gender include the other of masculine, feminine and neuter;
- 1.2.2. the singular include the plural and *vice versa*; and

- 1.2.3. natural persons include created entities (corporate or unincorporate) and the state and *vice versa*;
- 1.3. if any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement;
- 1.4. when any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday in South Africa in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday in South Africa
- 1.5. if figures are referred to in numerals and in words in this Agreement and if there is any conflict between the two, the words shall prevail;
- 1.6. expressions defined in the main body of this Agreement shall bear the same meanings in schedules or annexures to this Agreement which do not themselves contain their own conflicting definitions;
- 1.7. if :
 - 1.7.1. any term is defined in any particular clause in the main body of this Agreement, the term so defined, unless it is clear from the clause in question that the defined term has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in this interpretation clause;
 - 1.7.2. any term is defined in any annexure to this Agreement, the term so defined, unless it expressly provides in that annexure that the defined term in question shall bear the meaning ascribed to it for all purposes in the annexure and in the main body of this Agreement, will have limited application to that annexure only;
 - 1.7.3. any annexure to this Agreement contains any rules of interpretation which conflict with the rules of interpretation contained in the main body of this Agreement, the former shall prevail for purposes of the annexure;
- 1.8. the discharge or termination of this Agreement shall not affect those provisions of this Agreement which expressly provide that they will operate after such discharge or termination or which of necessity must continue to have effect after such discharge or termination, notwithstanding that the clauses themselves do not expressly provide for this;
- 1.9. the rule of construction that a contract shall be interpreted against the Party responsible for the drafting or preparation of the contract, shall not apply;

- 1.10. any reference in this Agreement to a Party shall include a reference to that Party's assigns expressly permitted under this Agreement and, if such party is liquidated, or is sequestrated or business rescue proceedings have commenced in respect of such Party, be applicable also to and binding upon that Party's liquidator, trustee or business rescue practitioner, as the case may be;
- 1.11. the words following "other", "otherwise", "including", "in particular", or any other similar general term or expression shall not :
 - 1.11.1. be construed as being of the same kind, class or nature with any preceding words;
or
 - 1.11.2. limit the generality of any preceding word/s,

if a wider construction is possible.

2. INTRODUCTION

- 2.1. Members of the TSH Group own, lease and, where they do not own the properties or the business conducted thereon, manage the hotel properties of third-party owners in South Africa as well as in several sub-Saharan African countries and the United Arab Emirates.
- 2.2. Members of the TSG Group own and operate a significant number of premier casino and entertainment destinations across 6 (six) provinces in South Africa, which include hotels, theatres, cinemas and other ancillary amenities applicable thereto.
- 2.3. The Parties have concluded a number of Management Agreements in terms of which TSG Subsidiaries appointed SSHI to manage and operate TSG Hotels that were developed as part of various casino complexes owned by members of the TSG Group, for and on behalf of TSG.
- 2.4. The Parties have reached an in principle agreement that it would be in the best commercial interest of each of them to terminate the Management Agreements on an amicable basis.
- 2.5. This Agreement is intended to expand on, record and regulate the terms of the agreement reached between the Parties and certain matters incidental thereto.

3. CONDITIONS PRECEDENT

- 3.1. This Agreement, save for this clause 3 and clauses 1, 5.2, 5.3, 5.5, 9.6, 11.2, 14 and clauses 17 to 30 ("**Binding Clauses**") which shall be of immediate force and effect, is subject to the fulfilment or, if permitted, waiver of the following Conditions Precedent, namely that by no later than the date that is 3 (three) months after the Signature Date ("**Longstop Date**"):

3.1.1. the shareholders of TSH have passed all such resolutions as may be required from them to approve:

3.1.1.1. the conclusion and implementation of this Agreement and the transactions contemplated herein as a “related party transaction” in terms of section 10 of the JSE Listings Requirements;

3.1.1.2. the change of name of TSH to “Southern Sun Limited”;

3.1.2. in respect of TSG:

3.1.2.1. TSG providing the JSE with written confirmation from an independent professional expert acceptable to the JSE that the terms of the proposed transaction are fair as far as the shareholders of TSG are concerned; or

3.1.2.2. the shareholders of TSG have passed all such resolutions as may be required from them to approve the conclusion and implementation of this Agreement and the transactions contemplated herein as a “related party transaction” in terms of section 10 of the JSE Listings Requirements; and

3.1.3. the Mpumalanga Hotels Sale Agreement has been concluded by the parties thereto in a form acceptable to all Parties, and such agreement has become unconditional in accordance with its terms (save for any condition therein requiring the registration of transfer with the relevant deeds office of the Mpumalanga Hotels into the name of purchaser and/or this Agreement to become unconditional).

3.2. As soon as possible after the Signature Date, but in any event by no later than the Longstop Date:

3.2.1. TSG shall use its reasonable endeavours to procure the fulfilment of the Condition Precedent referred to in clause 3.1.2;

3.2.2. TSH shall use its reasonable endeavours procure the fulfilment of the Condition Precedent referred to in clause 3.1.1; and

3.2.3. both Parties shall use their respective reasonable endeavours to procure the fulfilment of the Condition Precedent referred to in clause 3.1.3,

and in addition the Parties shall be obliged to co-operate with each other and provide such assistance as may reasonably be required to procure the fulfilment of all Conditions Precedent.

3.3. If any Condition Precedent is not fulfilled or, if permitted, waived by the Parties by agreement in writing, by the Longstop Date (or such later date as the Parties may agree), then the Binding Clauses shall continue to be of force and effect, and the remaining clauses of this Agreement shall cease to be of any further force or effect never become effective.

- 3.4. If the fulfilment of any Condition Precedent makes it necessary for a Party to perform any act which may constitute a breach of this Agreement, that Party shall immediately notify the other party thereof in writing and refrain from performing that act without the prior written consent of the other Party.
- 3.5. Subject to clause 3.2, no Party shall have any liability towards any other Party if this Agreement does not become effective as a result of the failure of the timeous fulfilment of a Condition Precedent save if a Party has deliberately frustrated the fulfilment of that Condition Precedent or where the failure is as a result of a breach of this clause 3 or any provision of this Agreement by which the Parties remain bound.

4. **TERMINATION AND TERMINATION FEE**

- 4.1. Notwithstanding any provision in the Management Agreements to the contrary, subject to payment of the Termination Fee in terms of clause 4.4 to SSHI, the Parties hereby agree that with effect from the Effective Date, all Management Agreements shall be amended to grant the relevant TSG Subsidiary the right to terminate such Management Agreement on one calendar months' notice (which termination date shall be the "Handover Date" in terms of this Agreement in relation to the relevant TSG Hotel and shall, for the avoidance of doubt, take place on the last day of the calendar month immediately following the calendar month during which TSG confirms in writing to SSHI that the Management Agreement applicable to such TSG Hotel shall terminate, which notice(s) may be provided at any time after the date of fulfilment of the Conditions Precedent).
- 4.2. On the relevant Handover Date applicable to the relevant TSG Hotel, the Management Agreement(s) applicable to such TSG Hotel shall be terminated in its entirety and shall cease to be of any force or effect.
- 4.3. The aggregate fee payable by the TSG Subsidiaries to SSHI, in consideration for the cancellation of the Management Agreements in compliance with all the terms of this Agreement and whereby the Management Agreements are amended to allow for a termination of such agreements in terms of clause 4.1, is R398,802,000 (three hundred and ninety eight million eight hundred and two thousand Rand) (VAT exclusive) ("**Termination Fee**"), which shall be payable by the TSG Subsidiaries in the proportions listed in **Schedule 2**. On the relevant Effective Date, SSHI shall provide a VAT invoice to the relevant TSG Subsidiaries reflecting the VAT payable on their relevant portions of the Termination Fee.
- 4.4. The Termination Fee payable by the respective TSG Subsidiaries shall become due and payable upfront on the Effective Date, and shall be settled on the Effective Date in cash by the TSG Subsidiaries in accordance with clause 4.5.

- 4.5. All cash payments to be made in terms of or arising from this Agreement by any Party to another shall be made by electronic transfer of immediately available and freely transferable funds, in the currency of South Africa, into a South African bank account as the relevant Party may stipulate.
- 4.6. Save for the Termination Fee contemplated in clause 4.3, no other fees, penalty and/or other similar costs are and will be payable by TSG and/or the TSG Subsidiary (or either one of their affiliates) to TSH, SSHI and/or any member of the TSH Group after the Effective Date as a result of the termination of the Management Agreements.
- 4.7. For the avoidance of doubt, it is recorded that the provisions of the Management Agreements shall remain of full force and effect and binding upon the Parties up to the Handover Date of a particular TSG Hotel.
- 4.8. Subject to compliance with this Agreement, no Party shall have any claim for Losses against any other Party or its Group as a result of the termination of the Management Agreements.

5. **HANDOVER OF TSG HOTELS**

- 5.1. The Parties hereby undertake to and in favour of one another that they shall (and in relation to TSH and SSHI, they shall also procure that the relevant TSH Group Company shall) take such steps as may be necessary to ensure that the Handover Date occurs as soon as reasonably possible after the Effective Date.
- 5.2. For purposes of clause 5.1, SSHI shall ensure that, with effect from the Signature Date, TSG and the relevant TSG Subsidiary and their representatives shall have full and unrestricted :
 - 5.2.1. access to the property management system, data, all documents and records, IT and software utilised by SSHI for each TSG Hotel, including but not limited to SAP data (but only in the form of data downloads, reports and accounting records in the form produced by SAP, provided that it is understood that the TSG Subsidiary shall not have access to SAP itself), Micros Opera systems (including the shell and data but excluding the configuration to have access to the Promotional Programme data other than as may be required to ensure that the TSG Subsidiaries are able to comply with the relevant obligations to honour the Promotional Programme requirements during the Handover Period, but the personal information and data relating to the customers who have stayed at a TSG Hotel in the past, whether using the Promotional Programme rewards or otherwise, shall be delivered), interfaces with the room card system, the phone billing system and the Micros POS, copies of all the content of the web pages of the TSG Hotels, Google my Business for each TSG Hotel and other information technology specific to the relevant TSG Hotel (*i.e.* guest Wifi including network connectivity and internet connectivity / service provider information, Midas telephone management system, PABX, in room Bartech, in room

entertainment, digital directional signage for conferencing where applicable, sales and catering system and interfaces, spa system and interfaces, self-service stations such as internet or self-check-in, credit card speed-point terminals, any building management system, staff time and attendance systems, Microsoft licensing, active directory and mail services, adobe licensing and cybersecurity) applicable to the operation of such TSG Hotels, it being acknowledged that:

- 5.2.1.1. the TSG Group will merely have access to the systems to understand the operation thereof, make copies of the data and conclude such agreements and make such arrangements so as to ensure that it is able to operate the business with effect from the relevant Handover Date, but no control over such systems and data will be granted to, and no changes may be made by, the TSG Group to any the aforementioned systems and data before the start of the relevant Transition Period, whereafter the relevant TSG Subsidiary shall be entitled to commence the implementation of the relevant handover;
- 5.2.1.2. in respect of the software and IT services, for the avoidance of doubt, the TSG Group shall not be granted access to the TSH Group's backend booking system owned by and/or developed by or for the TSH Group, which contain protectable intellectual property of the TSH Group used by the TSH Groups in its hotels generally and cannot be acquired in the market through a licence, notwithstanding that such systems or IT may have been used by SSHI in managing the TSG Hotels under the Management Agreements. This will however not exclude the examples of the systems, software and data specifically listed in clause 5.2, which will be disclosed and/or delivered to TSG Subsidiaries in terms hereof;
- 5.2.2. contact with key employees in, *inter alia*, the SSHI Finance, marketing and IT teams, to grant access to the systems contemplated at clause 5.2.1 and provide TSG and the relevant TSG Subsidiary and their representatives with all such specific types of information as may relate to the aforesaid systems. Access to the employees will be subject to reasonable availability of those individuals;
- 5.2.3. access to data applicable to the TSG Hotel hosted by the TSH Group in the cloud or in its IT infrastructure and allow the data to be migrated to a TSG Group cloud or local data centre at the TSG Hotel and for the relevant interfaces (*inter alia* the room card system, the phone billing system, the reservation system, property management system and the Micros POS) to be reconfigured during the Handover Period accordingly. The costs of all new infrastructure required by the TSG Subsidiaries (including, for example, the installation of new servers and other

hardware required to enable the aforementioned migration) shall be for the account of the TSG Subsidiary.

- 5.3. It is recorded that the undertakings reflected in clause 5.2 have been included to facilitate and assist with the handover of the applicable management functions of the TSG Hotels from SSHI to the relevant TSG Subsidiary. Notwithstanding the foregoing, it is agreed that the Parties will continue to conduct the management of the Hotel Businesses in accordance with the Management Agreements during the Handover Period.
- 5.4. During the Handover Period, the Parties shall continue to comply fully with the terms of the Management Agreements. Furthermore, the assistance and services to be rendered during the Handover Period by SSHI and/or the other relevant TSH Group Company shall at least be at the level of skill, diligence and care as can be expected of a manager of hotels in the hospitality industry, and at such level of skill diligence and care as was required from TSH or the TSH Group (as the case may be) under and in terms of the Management Agreements. TSG shall make employees and/or contractors available throughout the Handover Period with the level of skill, diligence and care that can be expected to provide the necessary assistance to ensure that a smooth handover can be effected.
- 5.5. During the Handover Period, the Parties will act in good faith to complete the hand-over (or procure its completion by the relevant TSH Group Companies) to the relevant TSG Subsidiaries (or their representatives, employees, contractors or officers) as soon as reasonably possible after the Effective Date, and TSH and SSHI undertakes to provide reasonable assistance for a smooth transition during the Transition Period so as to enable the business to operate continuously before and after the Handover Date.
- 5.6. Without limitation to clause 5.1, TSH and SSHI shall, and undertake to procure that each relevant TSH Group Company shall on the Handover Date:
 - 5.6.1. deliver to TSG (to the extent not already delivered to TSG or otherwise already in TSG's possession) all keys or access cards, user names, passwords, data, records, compliance documentation, correspondence, contracts, receipts for deposits, unpaid bills and all other documents and information (including, but not limited to, copies of all records, documents and information relating to all the items listed in clause 5.2, software contracts, lease agreements, third party service provider agreements, MICROS POS or Opera PMS application documentation, supplier lists, guest/client ledgers and forward bookings) which pertain to the relevant TSG Hotel and/or the relevant Hotel Business, provided that such information and items are reasonably available and separately identifiable. All data from the SAP system will be made available to TSG in the form produced by SAP to enable TSG to transfer such information / data onto the TSG ACCPAC system (provided that the responsibility to make the data "fit" onto the ACCPAC system shall be TSG's). In addition, to the

extent that any historical data or information referred to above relating to the TSG Hotels has not yet been delivered to TSG by the Handover Date, TSG shall be entitled to request any historical documents from TSH at any time after the Handover Date, who shall provide such information to TSG as soon as reasonably possible to the extent that it has such information available. The TSH secretarial office shall furthermore return the original documentation relating to the TSG Hotels on or as soon as reasonably possible after the Handover Date, to the extent held by the TSH Group;

- 5.6.2. handover the control and/or management of all bank accounts of TSG held by TSH and/or any TSH Group Company (including, without limitation, replacing SSHI's signatories to any such bank accounts with TSG's nominees) and transfer any and all monies due to TSG which are received by TSH after termination to TSG;
- 5.6.3. deliver a fully operational Opera PMS system as was in existence in respect of the relevant TSG Hotel on the Signature Date, including but not limited to its shell, data, reservations, the various interfaces on hotel level such as the room key card system, Micros POS and phone billing, but excluding the configuration to have access to the Promotional Programme on SSHI's systems other than as may be required to ensure that the TSG Subsidiaries are able to comply with the relevant obligations to honour the Promotional Programme requirements during the Handover Period (provided that the personal information and data relating to the customers who have stayed at a TSG Hotel in the past, whether using the Promotional Programme rewards or otherwise, shall not be removed and shall be delivered). It is acknowledged that the Opera PMS shall no longer link to the SSHI back office booking functions with effect from the Handover Date, and the relevant TSG Subsidiary will therefore be required to procure its own back office booking functions and its own loyalty programme during the Handover Period;
- 5.6.4. deliver (on or as soon as reasonably possible after the Handover Date) the current electrical compliance certificates, the occupation certificates, business licenses and any other regulatory documents pertaining to the relevant TSG Hotel, only to the extent held by a TSH Group Company as at the relevant Handover Date; and
- 5.6.5. electronically deliver all digital (including high resolution) copies of photographs of the TSG hotels in the TSH library, excluding any images containing the "Sunburst" or "Southern Sun" branding. In this regard, the marketing team of TSG will meet with the marketing team in TSH during the period between the Signature Date and the Effective Date to discuss in good faith which images will be delivered to TSG.

6. CONTRACTS AND LICENCES

- 6.1. To the extent not already provided to or otherwise in the possession of any TSG Group Company, the TSH Group and/or SSHI (as the case may be) shall provide the TSG Group with copies of all contracts, licenses and permits concluded by any TSH Group Company and/or on behalf of any TSG Group Company for the purpose of conducting the Hotel Business, within 30 days after the Signature Date. The TSG Group Companies shall be entitled to negotiate the cancellation of any of these contracts, licenses and permits with suppliers and to enter into new contracts, licenses and permits with such suppliers or services providers with effect from (and not earlier than) the relevant Handover Date and the TSH Group and SSHI hereby undertake to reasonably co-operate with this process. Notwithstanding the foregoing, to the extent that any such contract concluded by the TSH Group Companies regulates the TSG Hotels and various other hotels managed by the TSH Group which contains commercially sensitive terms proprietary to the TSH Group, then the TSH Group Companies shall not be obliged to disclose the content of those contracts to any TSG Group Company (unless the contract is being assigned in terms of clause 6.2, in which case it needs to be disclosed in full), but the TSH Group Companies shall remain obliged to disclose at least the identity of the counterparty to each such contract, a general description of the purpose of the contract (including any services provided in terms thereof) and the contact persons of the counterparty who may be contacted by the TSG Group Company for the purpose of negotiating the conclusion of its own contract with such counterparty. The aforementioned contracts would include, for example, the booking system software and channels associated with the TSH Group's booking procurement.
- 6.2. SSHI hereby cedes and assigns, on and with effect from the relevant Handover Date, its rights and obligations under the Transferring Contracts to the relevant TSG Group Company nominated by TSG (such entity/ies being hereinafter referred to as the "**Purchaser**" for the purpose of this clause), which will take over all rights and obligations in respect of such Transferring Contracts for its own account on the basis set out in this clause 6. The Purchaser hereby accepts such cession and assignment.
- 6.3. The Parties undertake to use their best endeavours to, obtain the consent of the other party(ies) to the substitution of the Purchaser for SSHI as a party to the Transferring Contracts, where such consent is required, or at the election of TSG and/or any TSG Group Company the cancellation of such agreement in terms of clause 6.1.
- 6.4. If, after the Handover Date, the Purchaser or SSHI receives a claim in respect of a Transferring Contract for which the other Party may incur liability for an event in respect of which the cause of action arose after the Handover Date, such recipient shall, within 5 (five) Business Days after receiving notification of such claim, inform the other Party of the existence of the relevant claim and shall provide the other Party with such assistance as the other Party may reasonably require

in order to defeat or otherwise deal with such claim, and such other Party shall hold the recipient harmless and keep it fully indemnified against such claim.

7. OFFICE SPACE

- 7.1. TSH hereby agrees that it and each other TSH Group Company shall vacate the offices it occupies as at the Signature Date at Palazzo Towers West, Montecasino Boulevard, Fourways, 2055 ("**TSH Offices**") by no later than 31 March 2023 ("**Vacation Date**").
- 7.2. SSHI and Tsogo Sun Casinos Proprietary Limited herewith agree that the lease agreement concluded between them in respect of the TSH Offices shall, subject to clause 7.3, terminate and be of no further force or effect, with effect from the Vacation Date.
- 7.3. Should TSH be unable to find alternative office premises by the Vacation Date, then the Parties agree that TSH shall continue to use its best endeavours to find alternative premises, and while searching for alternative premises, it shall be entitled to utilise one wing of one floor of the Palazzo Towers West in the existing TSH Office space for a maximum period of 4 (four) months from the Vacation Date, on the same basis as it currently leases such premises.
- 7.4. When vacating the TSH Offices, all of the TSH Group's IT equipment is also required to be moved to a new premises. TSH shall also migrate from the TSG Group IT infrastructure to its own IT infrastructure and hand over any user names, passwords, software owned by TSG Group, Microsoft account access and other relevant IT to TSG Group from the Signature Date and no later than the Vacation Date. For the avoidance of doubt, any movables and equipment owned by a TSH Group Company located within the TSH Offices may be removed by TSH when vacating the office.

8. TRADE RECEIVABLES

- 8.1. In this clause 8, "**Trade Receivables**" means in respect of each TSG Hotel all the claims at the relevant Handover Date in respect of :
 - 8.1.1. trade accounts receivable; and
 - 8.1.2. any other accounts receivable other than deposits and deferred expenditure.
- 8.2. SSHI shall give TSG written notice (or procure that the relevant TSH Group Company shall give such notice) of each of the Trade Receivables which was not fully recovered on or before the Handover Date. Such notice shall give all reasonable information in respect of each of the Trade Receivables to which it relates (including the amount unrecovered, the invoices which have been sent, and the steps that have been taken to recover it). With effect from the Effective Date, TSH shall procure that TSG and/or the TSG's duly appointed agents shall at all reasonable times with

effect from the Effective Date have the right to inspect the books and records in respect of each TSG Hotel relating to the Trade Receivables and to make copies thereof.

- 8.3. TSH shall continue to collect all Trade Receivables after the Handover Date. If any Trade Receivable is recovered directly by TSH or any TSH Group Company after the relevant Handover Date, TSH shall pay to TSG the amount of such recovery.
- 8.4. Any management fees and licence fees earned by TSH or SSHI on the portion of Trade Receivables not recovered within 6 (six) months after the Hand Over Date, shall be reimbursed by TSH to the relevant TSG Subsidiary within 1 (one) month after this 6 (six) month period. All records relating to such Trade Receivables not recovered shall be handed over by TSH or SSHI to TSG Group within 1 (one) month after the aforementioned 6 (six) month period. Should SSHI subsequently recover such Accounts Receivables after the end of the abovementioned period pursuant to the reimbursement of the management fees, then TSG shall make payment of the relevant amounts reimbursed associated with such Accounts Receivable.

9. **EMONTI**

- 9.1. In addition to the Conditions Precedent in clause 3.1, this Agreement, insofar as it applies to Emonti, is subject to the fulfilment (or waiver by TSG and TSH by agreement in writing) of the additional suspensive condition by no later than 30 November 2022, that the Eastern Cape Gambling Board and the Tsogo Sun Emonti Proprietary Limited board of directors have, to the extent required in terms of the relevant licence conditions, requirements from the Eastern Cape Gambling Board, Memorandum of Incorporation or other agreement or undertakings provided to the Eastern Cape Gambling Board, approved the cancellation or assignment of the Emonti Management Agreement in terms of this clause 9.
- 9.2. It is acknowledged that the Effective Date in respect of Emonti may be at a later date than the Effective Date for the remaining TSG Hotels, due to the additional suspensive condition contained herein.
- 9.3. Subject to the remaining provisions of this clause 9, should the suspensive condition in clause 9.1 not be fulfilled or waived, then the Agreement shall continue being of full force and effect save that the provisions relating to the amendment and subsequent termination of the Emonti Management Agreement shall cease to be of any force and effect. In such circumstances, all references to the TSG Hotels shall exclude Emonti, the Termination Fee in respect of Emonti shall not be payable and the existing Emonti Management Agreement shall continue in force and effect and shall not be amended or terminated in terms hereof.
- 9.4. Subject to the fulfilment of the suspensive condition in clause 9.1, TSG shall have the option to notify SSHI in writing (such notice being hereinafter referred to as the “**Assignment Notice**”) that the Emonti Management Agreement shall no longer be terminated in terms hereof, but rather all

of SSHI's rights and obligations in and to the Emonti Management Agreement shall be assigned to TSG (or any other member of the TSG Group nominated by TSG).

9.5. Should an Assignment Notice be issued, then:

- 9.5.1. the Handover Date of Emonti shall be the last day of the calendar month immediately following the calendar month during which the Assignment Notice is delivered;
- 9.5.2. the Emonti Management Agreement shall not be terminated, but shall rather be assigned to TSG (or its nominee) with effect from the Handover Date;
- 9.5.3. the Termination Fee payable in respect of Emonti shall be paid by the assignee on the Effective Date in respect of Emonti, as consideration for the assignment of the Management Agreement;
- 9.5.4. the Transition Period in respect of Emonti shall be the period between the date of delivery of the Assignment Notice and the Handover Date;
- 9.5.5. the Trade Mark Licence Agreement in clause 2.11 shall terminate with effect from the Handover Date; and
- 9.5.6. all other provisions in this Agreement shall continue to apply to the assignment in the same manner as it would have applied had the Management Agreement been terminated with effect from the Effective Date.

9.6. It is acknowledged and agreed that, if all Parties other than Tsogo Sun Emonti Proprietary Limited have signed this Agreement, then the Signature Date shall be deemed to have occurred and the Agreement shall be deemed to have been concluded by all Parties and shall be effective, subject to the fulfilment of the Conditions Precedent, in respect of all TSG Hotels other than Emonti. In such circumstances, TSG undertakes to use its reasonable endeavours to obtain the signature of Tsogo Sun Emonti Proprietary Limited to this Agreement as soon as possible after the Signature Date, provided that if Tsogo Sun Emonti Proprietary Limited does not sign the Agreement, then this entire Agreement shall continue of force and effect, provided that:

- 9.6.1. if Tsogo Sun Emonti Proprietary Limited consents to the assignment in terms of clause 9.5, then the provisions of clause 9.5 shall be implemented in accordance herewith without the need for Tsogo Sun Emonti Proprietary Limited to sign this Agreement; or
- 9.6.2. if Tsogo Sun Emonti Proprietary Limited does not consent to the aforementioned assignment and/or the suspensive condition in clause 9.1 is otherwise not fulfilled, then Emonti shall be excluded from the Agreement and the provisions of clause 9.3 shall apply,

10. RELEASE FROM GUARANTEES

- 10.1. TSH shall as soon as reasonably possible after the Signature Date notify TSG of any guarantees which it has issued in favour of third parties for and on behalf of the TSG Group Companies that are the registered owners of the TSG Hotels, in favour of third parties. TSG shall use their best endeavours to procure the release of TSH (or the relevant TSH Group Company) from such guarantees.
- 10.2. TSG hereby indemnifies TSH and the TSH Group in respect of any liability which TSG or any TSG Group Company may have under any of the said guarantees until TSG has procured the said release.
- 10.3. To the extent that any indemnities were provided by a TSH Group Company in favour of the counterparty to any Contract to be assigned in terms hereof, the Parties shall deal with the assignment of the obligations in respect of such indemnities when discussing which Contracts will be assigned to the TSG Subsidiaries during the Interim Period.

11. EMPLOYEES

- 11.1. The Parties record that the termination of the Management Agreements in terms of this Agreement amounts to a transfer of the Hotel Businesses from SSHI to the relevant TSG Group Companies as a going concern, within the meaning of section 197 of the LRA.
- 11.2. SSHI and each of the TSG Subsidiaries hereby undertake, as soon as possible after the Signature Date and in any event prior to the Effective Date, to conclude an agreement in terms of section 197(7) of the LRA in relation to each TSH Hotel, substantially in the form attached hereto as Annexure B *inter alia* regulating the terms of transfer of the Identified Employees.
- 11.3. Accordingly, with effect from the relevant Handover Date, the employment of the Identified Employees shall transfer, automatically and by operation of law, to the relevant TSG Group Company. The employment of the Identified Employees shall transfer to the relevant TSG Group Company in accordance with section 197(7) of the LRA and on the terms recorded in the agreements in terms of section 197(7) of the LRA that will have been concluded between SSHI and each relevant TSG Group Company in terms of clause 11.2.

12. USE OF TRADE MARKS AND NAMES

- 12.1. The Parties record their agreement of the shared intention for:
 - 12.1.1. the TSH Group to rebrand from “Tsogo Sun Hotels” to “Southern Sun”;
 - 12.1.2. TSG to retain its rights to the brands “Tsogo” and “Tsogo Sun”, to rebrand the TSG Hotels to exclude the TSH Trade Marks (to the extent included in such names) and shall not to use the “Sunburst” mark or logo.

- 12.2. In order to facilitate the intention in clause 12.1 the Parties hereby agree that, with effect from the relevant Handover Date, the Trade Mark License Agreement(s) applicable to the relevant TSG Hotels are terminated by mutual written agreement between the relevant Parties thereto. To the extent that a Trade Mark License Agreement applies to all TSG Hotels, then such agreement shall terminate on the Final Handover Date and shall be deemed to be amended to exclude a relevant TSG Hotel on the relevant Handover Date of such TSG Hotel. The Parties record that, for the sake of good order, they remain aware of their respective obligations relating to the surviving provisions set out in the Trade Mark License Agreement(s).
- 12.3. Notwithstanding any post termination obligations under the Trade Mark License Agreement(s) and subject to clause 12.4, the TSG Group Companies (on the one hand) and the TSH Group Companies (on the other) undertakes in favor of each other that it shall not, after the relevant Handover Date:
- 12.3.1. make use of any Domain Name or any social media handle, page name or tag which is identical or similar to any Trade Mark belonging to the other (to the extent not transferred in terms of clause 13);
 - 12.3.2. make use of any restaurant's name which is identical or similar to the restaurant name belonging to the other (as listed in Annexure C), subject to clause 12.8;
 - 12.3.3. in the case of TSG, make use of any of the names "Southern Sun", "Garden Court", "SunSquare", "Hi-Hotel", "Stay Easy", the Sunburst mark or any of the other names listed under the heading "TSH" in Annexure C, and shall ensure that the relevant TSG Hotels remove the Sunburst and reference to such names and marks from the exterior surface of the TSG Hotel building and property entrances during the Transition Period and in any event by no later than the relevant Handover Date;
 - 12.3.4. in the case of the TSH Group:
 - 12.3.4.1. make use of the word "Emnotweni", in relation to the Mpumalanga Hotels or otherwise; and
 - 12.3.4.2. make use of the word "Tsogo", any of the other names listed under the heading "TSG" in Annexure C (including any of the 13 (thirteen) TSG casino names listed in paragraph 41 of Annexure C) in any hotel, domain, mark, social media handle, page name, account or in any other context.
- 12.4. It is recorded that TSH has commenced the process to rebrand itself to trade under its new name "Southern Sun". As such, the Parties have agreed that TSH, SSHI and/or any relevant TSH Group Company who may own such interest or rights (as the case may be) herewith cede and assign all rights, title and interest to the "Tsogo Sun" and "Tsogo Sun Hotels" trademarks, associated

domains and any rights associated thereto (including all such marks, domains and rights listed under the heading “TSG” in Annexure C) on the Effective Date to TSG and/or another entity in the TSG Group nominated by TSG, on the basis that TSG undertakes to ensure that it and each of the TSG Group Companies will not make use of the “Tsogo Sun Hotels” trademark or associated domains before the end of the Website Transition Period.

- 12.5. TSG hereby agrees to ensure that the names of the TSG Group Companies that contain the words “Southern Sun”, “Garden Court”, “SunSquare”, “Hi-Hotel”, “Stay Easy” or any of the other names listed under the heading “TSH” in Annexure C shall be amended by no later than the Effective Date so that the new names of such companies do not include the relevant names. TSH hereby agrees to ensure that the names of the TSH Group Companies that contain the word “tsogo” or any of the other names listed under the heading “TSG” in Annexure C shall be amended by no later than the Effective Date so that the new names of such companies do not include the relevant names.
- 12.6. In addition, subject to what is stated below, TSH shall procure that the TSG Hotels shall not incur costs to rebrand from Tsogo Sun to Southern Sun without the prior written consent of TSG (which consent shall not be unreasonably withheld or delayed), provided that if TSH nevertheless elects to spend costs rebranding any of the TSG Hotels, any costs that are incurred in relation thereto without the consent of TSG shall be for the account of SSHI. In this regard, it is acknowledged that during such rebranding process, it is SSHI’s intention to allocate existing Tsogo and/or Tsogo Sun Hotels branded collateral to the TSG Hotels before ordering newly Southern Sun branded collateral, but it is acknowledged by all Parties that SSHI will not be expected to order new collateral with Tsogo branding when such TSG Hotels requires new collateral to be delivered, and it may therefore be necessary to incur some costs in rebranding some of the collateral utilized in the TSG Hotels.
- 12.7. TSH and each member of the TSH Group hereby assigns, makes over and transfers to TSG Group the full right title and interest on and with effect from the Effective Date, in and to any Trade Mark registered in the name of any TSH Group Company containing the word “Tsogo” or any of the 13 (thirteen) casinos listed in paragraph 41 of Annexure C or any other names listed under “TSG” in Annexure C. Notwithstanding the foregoing, if any existing Trade Mark contains both TSH Trade Marks and the “Tsogo” name or any of the 13 (thirteen) casinos listed in paragraph 41 of Annexure C, then the relevant name shall not be assigned to TSG but must be changed to remove the relevant reference and the Parties shall procure that the Trade Mark is deregistered or otherwise lapses.
- 12.8. Notwithstanding the assignment of the aforementioned Trade Marks by TSH and TSG to the other of them in terms of this clause 12, the Parties shall remain entitled to make use of the existing collateral, consumables, uniforms and similar items contained or reflecting the others’ Trade Marks during the Website Transition Period, but shall cease to use such items at the end of such

period. To the extent that the restaurants of either of them are required to be rebranded, the rebranding shall be done by no later than the end of the Website Transition Period.

13. DOMAINS AND SOCIAL MEDIA

13.1. With effect from the Effective Date, the Parties agree that:

13.1.1. TSG and each member of the TSG Group assigns, makes over and transfers to TSH (or its nominee) the full right title and interest in and to the domain names and social media handles, accounts or pages listed as the “TSH Domain Names” in Annexure C, to the extent owned by any TSG Group member.

13.1.2. TSH and each member of the TSH Group assigns, makes over and transfers to TSG (or its nominee) the full right title and interest in and to the following domain names and social media handles, accounts or pages:

13.1.2.1. any domain name which contains the word “*tsogo*”, including but not limited to the domain names listed in paragraph 40 of Annexure C;

13.1.2.2. any domain name which contains the name of any of the TSG Hotels (excluding those which contain the Southern Sun Trade Mark or name);

13.1.2.3. Tsogo Sun and Tsogo Sun Hotels Facebook, Facebook Business Manager, Twitter, Instagram, LinkedIn and other social media accounts, any such accounts containing the word “*Tsogo*”, and any of the TSG Hotels individual social media accounts or pages, to the extent that they have access to such accounts, provided that:

13.1.2.3.1. it is acknowledged that SSHI has or is in the process of rebranding the existing “*tsogo*” branded social media accounts that it owns to “southern sun” branded accounts, thereby transferring the content, followers and subscribers to SSHI’s accounts. SSHI shall be entitled to do so, provided that it notifies TSG prior to doing so and allows TSG to take over and utilise the pre-branded “*tsogo*” account names and handles after such rebrand by SSHI;

13.1.2.3.2. TSH shall transfer its assets and hotel “IDs” from the existing Facebook Business Manager account to its own account by the Effective Date, whereafter the administration access of the two TSH representatives shall be cancelled; and

- 13.1.2.3.3. TSG shall not be entitled to load content onto the Tsogo Sun Hotels social media accounts before the end of the Website Transition Period unless otherwise agreed by TSH, which approval may not be unreasonably withheld or delayed;
 - 13.1.2.4. Google my Business administration access for each TSG Hotel;
 - 13.1.2.5. any domain, web page, social media handles and accounts which include the name(s) "Palazzo", "Gold Reef City Theme Park Hotel" and "Caledon Hotel and Spa", to the extent that it or any its employees or service providers has access to such accounts;
 - 13.1.2.6. the other domain names listed in paragraph 42 of Annexure C; and
 - 13.1.2.7. an exported electronic copy of the web pages of each TSG Hotel, including the content and electronic photos uploaded therein in the current CMS.
- 13.2. Each of the TSG Group Companies (on the one hand) and the TSH Group Companies (on the other) undertake in favour of the other of them to do all such things as may be reasonably required by the other in order to give effect to and perfect the assignments and transfers referred to in clause 13.1 above, including but not limited to procuring that any relevant group company in their respective groups of companies sign such documentation and take such steps as may be required to give effect to this clause 13.
- 13.3. With effect from the applicable Handover Date in respect of a TSG Hotel:
 - 13.3.1. such TSG Hotel shall cease to be available for booking on any of the TSH Domains;
 - 13.3.2. TSH and/or any TSH Group Company (as the case may be) shall not be obligated to accept any reservations or bookings for the relevant TSG Hotel after that date.
- 13.4. All right, title and/or interest in the TSG Domain Names shall remain vested in TSG and/or the relevant TSG Group Company.
- 13.5. It is recorded that TSH has created a new website Domain linked with its new name "Southern Sun", on which website SSHI has and shall continue to accept bookings for all hotels owned or operated by the TSH Group and all TSG Hotels until such time as the relevant Handover Date has occurred in respect of such TSG Hotel. With effect from 1 May 2022 ("**Redirect Date**") until 31 October 2022, TSG shall allow TSH to maintain a redirect link on its tsogosun.com website to the new Southern Sun website automatically redirecting potential guests of the Southern Sun hotel group to the TSH Domain to enable such guests to make bookings at such TSH Hotels. It

is agreed between the parties that TSG Hotels shall still be available for booking on the new TSH website and through its booking engine until the Handover Date of each TSG Hotel.

- 13.6. With effect from 1 November 2022 until 30 April 2023, the tsogosun.com website shall serve as a landing page with a split screen allowing persons to either be redirected to the Southern Sun hotel website or the Tsogo Sun Gaming website (including references to the TSG Hotels). After the end of the aforementioned period, TSG shall be entitled to operate the tsogosun.com website in the manner it deems appropriate without being obliged to refer to the Southern Sun hotel website. The primary administration of the landing page shall pass to the TSG Group on 1 November 2022, provided that TSG shall provide the TSH Group administrators with reasonable access to the landing page administration during the landing page period, it being the Parties joint intention to ensure that, unless otherwise agreed, the landing page does not contain content and marketing materials of either group other than to refer to their respective group websites and a general group description, with equal benefit to branding being allowed on the landing page.
- 13.7. With effect from the Handover Date, guests shall no longer qualify to earn SunRands in respect of the Promotional Programme when staying at such TSG Hotel or redeem such benefits for purposes of use at any TSG Hotel or Hotel Business. For the avoidance of doubt, any SunRands already earned prior to the Handover Date and utilised to settle or otherwise pay for accommodation at the TSG Hotels or any amenities applicable to each TSG Hotel prior to the Handover Date shall be honoured by the Parties in the Ordinary Course and as provided for under the Management Agreements.

14. **INTERIM PERIOD UNDERTAKINGS**

- 14.1. TSH undertakes that it shall, during the Interim Period, conduct the Hotel Business in the Ordinary Course, and not do anything which is out of the Ordinary Course without obtaining the prior written consent of TSG. TSH further undertakes to ensure that the General Managers at the TSG Hotels shall continue to have access to the same information and reports relating to the relevant TSG Hotel as they did as at the end of December 2021 and that they shall be treated in the Ordinary Course and corresponded with in an identical manner, provided that if information is being shared with the general managers of all hotels managed by the TSH Group, then TSH shall be entitled to redact or exclude commercially sensitive information pertaining to the operation and strategy of the remaining Southern Sun hotels, and if such information is being shared in a meeting, then the relevant general managers of the TSG Hotels shall be requested to recuse themselves when such commercially sensitive information is to be discussed.
- 14.2. Without limiting the generality of clause 14.1, TSH and SSHI in addition undertakes that during the Interim Period it shall not do any of the following in respect of the TSG Hotels or the Hotel Business, regardless of whether or not such conduct is in the Ordinary Course:
 - 14.2.1. grant or enter into any guarantees and the like which has or could have an effect

which is not trivial as regards the Hotel Business;

- 14.2.2. enter into any death, retirement, profit-sharing, bonus, share option, share incentive or other scheme or arrangement for the benefit of any of the Identified Employees, or make any variation, including any increase in the rates of contribution, to any such existing scheme or effect any keyman insurance in respect of any of the Identified Employees, other than in the Ordinary Course to the extent generally implemented in the TSH Group. In such circumstances, TSH shall notify TSG prior to making such changes;
- 14.2.3. commence, compromise or discontinue any litigation, arbitration, mediation or other legal or dispute resolution proceedings (other than routine debt collection), including any Taxation, employment, environmental, civil, criminal or administrative proceedings, which has or could have an effect which is not trivial as regards the Hotel Business;
- 14.2.4. terminate the employment or office of any of the Identified Employees, other than for cause;
- 14.2.5. amend the terms of employment or engagement of any of the Identified Employees employed in the Hotel Business (whether senior or junior) or of any of the consultants, directors or officers involved the Business, including increasing their compensation or benefits (other than routine annual salary increases) in any way which has or could have an effect which is not trivial as regards the Hotel Business;
- 14.2.6. amend or terminate, or give any notice or intimation of termination of, any contracts which could have an effect which is not trivial in relation to the Hotel Business; and
- 14.2.7. adopt any new accounting policies and procedures, or make any changes to its existing accounting policies and procedures, save as required by law.

- 14.3. TSH and SSHI undertake to procure that no TSH Group Company shall breach clauses 14.1 or 14.2.

15. **WARRANTIES**

- 15.1. Any reference to “warranties” anywhere in this Agreement shall be read as including a reference to representations and undertakings.
- 15.2. Each of the Parties hereby warrants to and in favour of the others that –
 - 15.2.1. it has the legal capacity and has taken all necessary corporate action required to empower and authorise it to enter into this Agreement;

- 15.2.2. this Agreement constitutes an agreement valid and binding on it and enforceable against it in accordance with its terms;
- 15.2.3. the execution of this Agreement and the performance of its obligations hereunder does not and shall not –
 - 15.2.3.1. contravene any law or regulation to which that Party is subject;
 - 15.2.3.2. contravene any provision of that Party's constitutional documents; or
 - 15.2.3.3. conflict with, or constitute a breach of any of the provisions of any other agreement, obligation, restriction or undertaking which is binding on it, subject to the required lender approval for the sale of Mpumalanga Hotels; and
- 15.2.4. to the best of its knowledge and belief, it is not aware of the existence of any fact or circumstance that may impair its ability to comply with all of its obligations in terms of this Agreement;
- 15.2.5. it is entering into this Agreement as principal (and not as agent or in any other capacity);
- 15.2.6. the natural person who signs and executes this Agreement on its behalf is validly and duly authorised to do so;
- 15.2.7. no other party is acting as a fiduciary for it; and
- 15.2.8. it is not relying upon any statement or representation by or on behalf of any other Party, except those expressly set forth in this Agreement.
- 15.3. Each of the representations and warranties given by the Parties in terms of clause 15.2 shall –
 - 15.3.1. be a separate warranty and will in no way be limited or restricted by inference from the terms of any other warranty or by any other words in this Agreement;
 - 15.3.2. continue and remain in force notwithstanding the completion of any or all the transactions contemplated in this Agreement; and
 - 15.3.3. *prima facie* be deemed to be material and to be a material representation inducing the other Party to enter into this Agreement.

16. **LIMITATION OF LIABILITY**

- 16.1. A Party shall only be liable for general damages by reason of a breach of this Agreement by the other Party. For the purposes of this clause 16 general damages (which excludes loss of profit

which a Party would have earned by reason of this Agreement) are those damages which result immediately and proximately from, and with a sufficiently close connection to, any breach of this Agreement by a Party, and which on an objective basis were reasonably foreseeable as a probable consequence of such breach.

- 16.2. The maximum aggregate liability of any one Party in respect of all claims in terms of clause 16.1 shall not, in the aggregate, exceed 10% (ten percent) of the aggregate Termination Fee.
- 16.3. Notwithstanding anything to the contrary contained in this Agreement, or anything contained in the common law, under no circumstances, including as a result of the Party's negligent (but excluding grossly negligent) acts or omissions or those of its directors, employees, agents or contractors or other persons for whom such Party may be liable in law, shall a Party or its directors, employees, agents or contractors (in whose favour this constitutes a *stipulatio alteri*) be liable for any other loss, cost, interest or damage of any kind whatsoever (regardless of whether such loss, costs, interest or damage was foreseeable) and howsoever caused (whether arising in delict or contract, whether directly or by reason of vicarious or strict liability and regardless of whether such claim arises in relation to the performance of this Agreement or extraneously to the performance of this agreement), including:
 - 16.3.1. those that may be categorised as indirect, special, exemplary, non-patrimonial or consequential loss or damage;
 - 16.3.2. loss of profit; and/or
 - 16.3.3. any death or injury;

which is incurred or sustained by the other Party, its directors, employees, representatives, contractors, agents, invitees or the dependents of any of them or any other person whomsoever.

- 16.4. Notwithstanding anything to the contrary contained in this Agreement, claims shall be wholly barred and unenforceable unless and to the extent that the affected Party has notified the other Party in writing of such claims by a date which is no later than the expiry of 12 (twelve) months after the Effective Date for claims relating to a breach of this Agreement, and thereafter has submitted the dispute to arbitration within a further period of 6 (six) months. Each Party hereby irrevocably and unconditionally waives and renounces any and all rights with regard to claims not so enforced or notified. This time limitation shall however not apply in respect of any claims for breach of the provisions contained in this Agreement in relation to the transfer and use of the Parties' respective trademarks, names, domains, social media handles and similar obligations contemplated in clauses 12 and 13, in respect of which the normal laws of prescription will apply.
- 16.5. No Party shall be entitled to withhold or defer payment of any amount due to the other Party on account of any Losses for which such other Party may be liable in terms of clause 16.1.

- 16.6. Nothing in this Agreement shall or shall be deemed to relieve a Party or any member of its Group of any common law or other duty to mitigate any loss or damage incurred by it.
- 16.7. No Party shall be entitled to make any claim against the other Party in respect of and/or in connection with any breach of the warranties or any other provision of this Agreement, to the extent that such claim would result in the Party that is the claimant being compensated more than once for the same damage or loss.

17. BREACH

- 17.1. For purposes of this clause 17 (*Breach*) :

17.1.1. “**Remedy Period**” means a period of 10 (ten) Business Days after receipt of a written notice requiring a Party to remedy a breach (or, in the case of clause 17.2.1, if it is not reasonably possible to remedy the breach within that period, then within such further period as may be reasonable in the circumstances provided that the defaulting Party furnishes evidence within the period of 5 (five) days, reasonably satisfactory to the aggrieved Party, that it has taken whatever steps are available to it to commence remedying the breach).

- 17.2. Unless there is another clause in this Agreement which provides its own remedies, which remedies shall then prevail over the remedies in this clause 17 (*Breach*), if :

17.2.1. a Party breaches any term of this Agreement and if the breach is capable of being remedied, fails to remedy such breach within the Remedy Period;

17.2.2. a Party breaches any term of this Agreement which is not capable of being remedied;

then the aggrieved Party shall be entitled, in addition to any other remedy available to the aggrieved Party whether at law or under this Agreement, to :

17.2.3. cancel this Agreement by notifying the other Party in writing that it has done so, provided that no cancellation may be made by any Party after the Effective Date referred to in clause 1.1.6.1;

17.2.4. claim specific performance of any obligation whether or not the due date for performance has arrived by notifying the other Party in writing; and/or

17.2.5. continue with this Agreement,

but without prejudice to the aggrieved Party's right to claim damages or obtain an interdict.

18. CO-OPERATION

Each of the Parties hereby undertakes to:

- 18.1. do and to procure the doing by other persons, and to refrain and procure that other persons will refrain from doing, all such acts; and
- 18.2. pass and to procure the passing of all such resolutions of directors or shareholders of any company or, as the case may be,

to the extent that the same may lie within such Party's power and may be required to give effect to the import or intent of this Agreement, or any contract concluded pursuant to the provisions of this Agreement.

19. **DISPUTE RESOLUTION**

- 19.1. If any dispute or difference shall arise between all or any of the Parties out of or in relation to or in connection with this Agreement, or the interpretation thereof, or any breach thereof, the Party claiming such dispute or difference, shall forthwith advise the other Parties in writing thereof.
- 19.2. Within 10 (ten) Business Days of receipt of such notice, the Parties shall meet and negotiate in good faith in order to resolve such dispute or difference.
- 19.3. Should the Parties fail to resolve such dispute or difference within 5 (five) Business Days of their meeting or such longer period as the Parties may agree in writing, any Party may refer such dispute or difference to mediation to be undertaken by a single mediator.
- 19.4. The Party referring the dispute to mediation shall, within 5 (five) Business Days of the Parties having failed to resolve the dispute in terms of clause 19.3, submit to the other Party in writing the names and occupations of 3 (three) persons proposed by it to act as mediator and request the other Party to agree to the appointment of any one of them in writing within 5 (five) Business Days of receipt of such notice.
- 19.5. In the event of the Parties being unable to agree on the appointment of a mediator, the Parties shall, within 5 (five) Business Days after the date of receipt of the notice in terms of clause 19.4, submit the dispute to the AFSA or its successors for AFSA administered mediation by one mediator, upon the terms set by the AFSA secretariat.
- 19.6. Failing such a resolution, the dispute if possible to be settled by means of arbitration, shall be finally resolved in accordance with the Rules of AFSA by an arbitrator appointed by AFSA.
- 19.7. The decision of the Arbitrator appointed by AFSA shall be final and binding on the Parties, and may be made an order of any court of competent jurisdiction, including its award in respect of the costs of arbitration. There shall be no appeal against such decision.
- 19.8. Nothing herein contained shall disallow any party to make application for an interdict or urgent relief in appropriate circumstances.
- 19.9. The Parties hereby irrevocably consent to the proceedings as set out in this clause 19.

19.10. Expert Determination

19.10.1. The provisions of this 19.10 shall apply to any matter where an approval, certification, exercise of a discretion or determination made in terms of this Agreement by any person is disputed by either Party, and to any matter which must, by express statement to that effect in this Agreement, be submitted to and resolved by Expert Determination and to any other matter where the Parties agree, in writing, that the matter should be submitted to and resolved by Expert Determination.

19.10.2. The independent expert ("**Independent Expert**") shall be, if the question in issue is:

19.10.2.1. primarily an accounting matter, a practising independent accountant with no less than 15 (fifteen) years standing from one of the 6 (six) largest (based on the number of partners or shareholders or directors) independent firms of auditors in South Africa at the time, provided that the appointment shall not be from a firm which is an auditor of TSG or TSH, and assisted by a senior counsel of at least 5 (five) years' standing in respect of the legal and procedural aspects of the dispute;

19.10.2.2. primarily a legal matter, a practising senior counsel of at least 5 (five) years' standing on the panel of arbitrators of the AFSA, or such other institution of similar standing as the Parties may agree; or

19.10.2.3. primarily to a property matter, a property valuator (who is registered with the South African Council for the Property Valuers Profession) to the extent that the matter relates to valuations, or such other expert as may be appropriate depending on the nature of the property matter, of at least 15 (fifteen) years' standing, as appointed by the President for the time being of the South African Property Owners Association; or

19.10.2.4. any other matter, a practising senior counsel of at least 5 (five) years' standing on the panel of arbitrators of the AFSA, or such other institution of similar standing as the Parties may agree,

agreed upon between the Parties. If the Parties are not able to agree upon the Independent Expert within 7 (seven) days after any Party in writing calls for agreement as to the identity of the Independent Expert, then the Independent Expert shall be nominated and appointed by AFSA.

19.10.3. In determining the dispute, the following provisions shall apply:

19.10.3.1. the Independent Expert shall act as an expert and not as an arbitrator;

19.10.3.2. each Party shall be entitled to make presentations to the Independent Expert in such manner and form and at such time and venue as the Independent Expert shall determine in her sole discretion;

19.10.3.3. the Independent Expert shall be entitled to rely on her own professional knowledge and expertise and/or shall be entitled to obtain further advice, information and/or evidence in relation to the matter concerned from such source and in such manner as the Independent Expert shall determine in the Independent Expert's sole discretion;

19.10.4. it is the intention that the dispute, as the case may be, shall be determined as quickly as reasonably possible in the circumstances;

19.10.5. the fees of the Independent Expert and any costs incurred by him shall be borne and paid by the Parties equally, unless the Independent Expert determines otherwise; and

19.10.6. the Independent Expert's determination shall, in the absence of manifest error (as alleged by either Party), be final and binding upon the Parties.

20. **INDIVISIBILITY**

The Parties record and agree that the transaction contemplated in this Agreement is indivisibly linked to the conclusion and implementation of the Mpumalanga Hotels Sale Agreement. Accordingly, if the Mpumalanga Hotels Sale Agreement is terminated for any reason, then this Agreement shall likewise terminate, unless otherwise agreed between the Parties.

21. **NOTICES AND DOMICILIA**

21.1. Each of the Parties chooses *domicilium citandi et executandi* ("**domicilium**") for the purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purposes arising from this Agreement at their respective addresses set forth in clause 1.

21.2. Each of the Parties shall be entitled from time to time, by written notice to the other Parties to vary its *domicilium* to any other address which is not a post office box or *poste restante*.

22. **ASSIGNMENT**

Neither this Agreement nor any part, or interest therein or any rights or obligations hereunder may be ceded, assigned, or otherwise transferred by either Party without the prior written consent of the other Party.

23. **GOVERNING LAW**

The provisions of this Agreement are governed by, and shall be construed in accordance with, the laws of South Africa.

24. **SUPERSESION**

This Agreement cancels and supersedes all prior negotiations and agreements entered into between the Parties relating to the matters set forth herein.

25. **SEVERABILITY**

Any provision in this Agreement which is or may become illegal, invalid or unenforceable in any jurisdiction shall, with respect to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated *pro non scripto* and severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

26. **NO WAIVER**

No relaxation, indulgence or extension of time granted by any Party ("**the Grantor**") to the other Party shall be construed as a waiver of any of the Grantor's rights in terms hereof, or a novation of any of the terms of this Agreement or estop the Grantor from enforcing strict and punctual compliance with the terms of this Agreement.

27. **NO VARIATION**

No variation of, addition to, consensual cancellation of or waiver of any right arising in terms of this Agreement (including this clause 27) shall be of any force or effect unless it is reduced to writing and signed by each of the Parties or their duly authorised representatives.

28. **WHOLE AGREEMENT**

This Agreement constitutes the whole agreement between the Parties in relation to the subject matter thereof and no Party shall accordingly be bound by any undertaking, representation or warranty not recorded therein.

29. **COSTS**


Each Party will bear and pay its own costs and expenses of and incidental to the negotiation, drafting, preparation and implementation of this Agreement.

30. **COUNTERPARTS**

This Agreement may be executed in a number of counterparts and by the same Parties in different counterparts but, subject to clause 9.6, shall not be effective until each Party has executed at least one counterpart. Each counterpart, when executed shall be an original, but all counterparts together constitute the same document.

The remainder of this page has been intentionally left blank. Signature blocks follow on the next page.

FOR: TSOGO SUN GAMING LIMITED

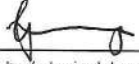
Signature: 
who warrants that he / she is duly authorised thereto

Name: Gregory Lungu

Date: 25 May 2022

Place: Fourways

FOR: TSOGO SUN PROPRIETARY LIMITED


Signature: 
who warrants that he / she is duly authorised thereto

Name: Gregory Lungu

Date: 25 May 2022

Place: Fourways

FOR: TSOGO SUN HOTELS LIMITED

Signature: 
who warrants that he / she is duly authorised thereto

Name: MN Von Aulock

Date: 25/05/2022

Place: Fourways.

FOR: SOUTHERN SUN HOTEL INTERESTS PROPRIETARY LIMITED

Signature: 
who warrants that he / she is duly authorised thereto






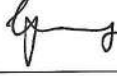
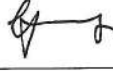


Name: MN Von Aulock

Date: 25/05/2022

Place: Fourways.

Schedule 1

TSG SUBSIDIARIES

Name	Domicilium	Signature	Date of signature
Tsogo Sun Casinos Proprietary Limited	Palazzo Towers East, Montecasino Boulevard, Fourways, 2055, with e-mail addresses: companysecretary@tsogosun.com and gregory.lunga@tsogosun.com, marked for the attention of: the Legal Manager and Chief Financial Officer.		25/05/2022
Akani Egoli Proprietary Limited			25/05/2022
Gold Reef City Theme Park Proprietary Limited			25/05/2022
Silverstar Casino Proprietary Limited			25/05/2022
Tsogo Sun KwaZulu-Natal Proprietary Limited			25/05/2022
Akani Msunduzi Proprietary Limited			25/05/2022
Tsogo Sun Newcastle Proprietary Limited			25/05/2022
Tsogo Sun Emonti Proprietary Limited			
Garden Route Casino Proprietary Limited			25/05/2022
Tsogo Sun Caledon Proprietary Limited			25/05/2022

Schedule 2

Termination Fee Payable

	HOTEL NAME	TSG SUBSIDIARY	TERMINATION FEE PAYABLE (exclusive of VAT)
1	Palazzo Hotel	Tsogo Sun Casinos Proprietary Limited	R83,077,000
2	Southern Sun Montecasino	Tsogo Sun Casinos Proprietary Limited	R71,875,000
3	SunSquare Montecasino	Tsogo Sun Casinos Proprietary Limited	R40,712,000
4	Hi Hotel Montecasino	Tsogo Sun Casinos Proprietary Limited	R13,132,000
5	Southern Sun Gold Reef City	Akani Egoli Proprietary Limited	R13,107,000
6	Gold Reef City Theme Park Hotel	Gold Reef City Theme Park Proprietary Limited	R28,902,000
7	Southern Sun Silverstar	Silverstar Casino Proprietary Limited	R11,841,000
8	Suncoast Towers and SunSquare Suncoast	Tsogo Sun KwaZulu-Natal Proprietary Limited	R34,236,000
9	Southern Sun Pietermaritzburg	Akani Msunduzi Proprietary Limited	R25,521,000
10	Garden Court Blackrock	Tsogo Sun Newcastle Proprietary Limited	R16,591,000
11	Southern Sun Hemingways	Tsogo Sun Emonti Proprietary Limited	R8,872,000
12	Garden Court Mossel Bay	Garden Route Casino Proprietary Limited	R7,840,000
13	The Caledon Hotel and Spa	Tsogo Sun Caledon Proprietary Limited	R16,808,000
14	Southern Sun The Ridge	Tsogo Sun Casinos Proprietary Limited	R5,138,000
15	StayEasy Emalahleni Hotel	Tsogo Sun Casinos Proprietary Limited	R21,150,000

Annexure A Management Agreements**1. Management Agreements**

- 1.1. The written agreement titled "*Management Agreement*" entered into between SSHI (as the manager) and Tsogo Sun Casinos Proprietary Limited (as the owner) in respect of the management of the hotel business operated by Tsogo Sun Casinos Proprietary Limited at the hotel commonly known as "*The Palazzo*", on or about 25 July 2018 (as amended by an addendum concluded by the parties thereto on 14 March 2019);
- 1.2. The written agreement titled "*Management Agreement*" entered into between SSHI (as the manager) and Tsogo Sun Casinos Proprietary Limited (as the owner) in respect of the management of the hotel business operated by Tsogo Sun Casinos Proprietary Limited at the hotel commonly known as "*Southern Sun Montecasino*", on or about 11 June 2012 (as amended by the addenda concluded by the parties thereto on 24 July 2018 and 14 March 2019);
- 1.3. The written agreement titled "*Management Agreement*" entered into between SSHI (as the manager) and Tsogo Sun Casinos Proprietary Limited (as the owner) in respect of the management of the hotel business operated by Tsogo Sun Casinos Proprietary Limited at the hotel commonly known as "*SunSquare Montecasino*", on or about 2 February 2010 (as amended by the addenda concluded by the parties thereto on 24 July 2018 and 14 March 2019);
- 1.4. The written agreement titled "*Management Agreement*" entered into between SSHI (as the manager) and Tsogo Sun Casinos Proprietary Limited (as the owner) in respect of the management of the hotel business operated by Tsogo Sun Casinos Proprietary Limited at the hotel commonly known as "*Hi-Hotel Montecasino*", on or about 3 May 2019;
- 1.5. The written agreement titled "*Management Agreement*" entered into between SSHI (as the manager) and Akani-Egoli Proprietary Limited (as the owner) in respect of the management of the hotel business operated by Akani-Egoli Proprietary Limited at the hotel commonly known as "*Southern Sun Gold Reef City*", on or about 20 March 2013 (as amended by the addenda concluded by the parties thereto on 25 July 2018 and 14 March 2019);
- 1.6. The written agreement titled "*Management Agreement*" entered into between SSHI (as the manager) and Gold Reef City Theme Park Proprietary Limited (as the owner) in respect of the management of the hotel business operated by Gold Reef City Proprietary Limited at the hotel commonly known as "*Gold Reef City Theme Park Hotel*", on or about 20 March 2013 (as amended by the addenda concluded by the parties thereto on 3 September 2018 and 14 March 2019);
- 1.7. The written agreement titled "*Management Agreement*" entered into between SSHI (as the manager) and Silverstar Casino Proprietary Limited (as the owner) in respect of the management of the hotel business operated by Silverstar Casino Proprietary Limited at the hotel commonly

known as “*Southern Sun Silverstar*”, on or about 20 March 2013 (as amended by the addenda concluded by the parties thereto on 25 July 2018 and 14 March 2019);

- 1.8. The written agreement titled “*Management Agreement*” entered into between SSHI (as the manager) and Tsogo Sun KwaZulu-Natal Proprietary Limited (as the owner) in respect of the management of the hotel business operated by Tsogo Sun KwaZulu-Natal Proprietary Limited at the hotel commonly known as “*Suncoast Towers and SunSquare Suncoast*”, on or about 5 October 2006 (as amended by the addenda concluded by the parties thereto on 26 January 2018, 1 October 2018 and 14 March 2019);
- 1.9. The written agreement titled “*Management Agreement*” entered into between SSHI (as the manager) and Akani Msunduzi Proprietary Limited (as the owner) in respect of the management of the hotel business operated by Akani Msunduzi Proprietary Limited at the hotel commonly known as “*Southern Sun Pietermaritzburg*”, on or about 20 March 2013 (as amended by the addendum concluded by the parties thereto on 1 October 2018);
- 1.10. The written agreement titled “*Management Agreement*” entered into between SSHI (as the manager) and Tsogo Sun Newcastle Proprietary Limited (as the owner) in respect of the management of the hotel business operated by Tsogo Sun Caledon Proprietary Limited at the hotel commonly known as “*Garden Court Blackrock*”, on or about 27 October 2011 (as amended by the addenda concluded by the parties thereto on 17 April 2013, 1 October 2018 and 14 March 2019);
- 1.11. The written agreement titled “*Hotel Technical Services Agreement*” entered into between SSHI and Tsogo Sun Emonti Proprietary Limited in respect of the management of the provision by SSHI of certain technical services connected to the hotel business operated by Tsogo Sun Emonti Proprietary Limited at the hotel commonly known as “*Southern Sun Hemingways*”, on or about 6 May 2010 (as amended by the addendum concluded by the parties thereto on 1 October 2018);
- 1.12. The written agreement titled “*Management Agreement*” entered into between SSHI (as the manager) and Garden Route Casino Proprietary Limited (as the owner) in respect of the management of the hotel business operated by Garden Route Casino Proprietary Limited at the hotel commonly known as “*Garden Court Mossel Bay*”, on or about 2 April 2013 (as amended by the addenda concluded by the parties thereto on 1 October 2018 and 14 March 2019);
- 1.13. The written agreement titled “*Management Agreement*” entered into between SSHI (as the manager) and Tsogo Sun Caledon Proprietary Limited (as the owner) in respect of the management of the hotel business operated by Tsogo Sun Caledon Proprietary Limited at the hotel commonly known as “*The Caledon Hotel and Spa*”, on or about 20 March 2013 (as amended by the addenda concluded by the parties thereto on 1 October 2018 and 14 March 2019);

- 1.14. The written agreement titled "*Management Agreement*" entered into between SSHI (as the manager) and Tsogo Sun Casinos Proprietary Limited (as the owner) in respect of the management of the hotel business operated by Tsogo Sun Casinos Proprietary Limited at the hotel commonly known as "*Southern Sun The Ridge*", on or about 2 February 2010 (as amended by the addenda concluded by the parties thereto on 20 February 2018, 25 July 2018 and 14 March 2019); and
- 1.15. The written agreement titled "*Management Agreement*" entered into between SSHI (as the manager) and Tsogo Sun Casinos Proprietary Limited (as the owner) in respect of the management of the hotel business operated by Tsogo Sun Casinos Proprietary Limited at the hotel commonly known as "*StayEasy Emalahleni Hotel*", on or about 13 January 2010 (as amended by the addenda concluded by the parties thereto on 25 July 2018 and 14 March 2019).

2. **Hotel Licensing Agreements**

- 2.1. The written agreement titled "*License Agreement*" entered into between SSHI (as the manager) and Tsogo Sun Casinos Proprietary Limited (as the owner) in respect of, *inter alia*, the granting by SSHI to Tsogo Sun Casinos Proprietary Limited of a non-exclusive, non-assignable and non-transferrable license to use the relevant marks (including the word marks "*Southern Sun*") in connection with the hotel commonly known as "*The Palazzo*", on or about 25 July 2018;
- 2.2. The written agreement titled "*License Agreement*" entered into between SSHI (as the manager) and Tsogo Sun Casinos Proprietary Limited (as the owner) in respect of, *inter alia*, the granting by SSHI to Tsogo Sun Casinos Proprietary Limited of a non-exclusive, non-assignable and non-transferrable license to use the relevant marks (including the word marks "*Southern Sun*") in connection with the hotel commonly known as "*Southern Sun Montecasino*", on or about 2 February 2010 (as amended by the addendum concluded by the parties thereto on 24 July 2018);
- 2.3. The written agreement titled "*License Agreement*" entered into between SSHI (as the manager) and Tsogo Sun Casinos Proprietary Limited (as the owner) in respect of, *inter alia*, the granting by SSHI to Tsogo Sun Casinos Proprietary Limited of a non-exclusive, non-assignable and non-transferrable license to use the relevant marks (including the names "*SunSquare*" and "*Southern Sun*") in connection with the hotel commonly known as "*SunSquare Montecasino*", on or about 2 February 2010 (as amended by the addendum concluded by the parties thereto on 24 July 2018);
- 2.4. The written agreement titled "*License Agreement*" entered into between SSHI (as the licensor) and Uncontained Creativity Proprietary Limited (as the licensee) in respect of, *inter alia*, the granting by SSHI to Uncontained Creativity Proprietary Limited of a non-exclusive, non-assignable and non-transferrable license to use the relevant marks (including the name "*Hi-Hotels*") in connection with the hotel commonly known as "*Hi-Hotel Montecasino*", on or about 3 May 2019;

- 2.5. The written agreement titled "*License Agreement*" entered into between SSHI (as the manager) and Akani-Egoli Proprietary Limited (as the owner) in respect of, *inter alia*, the granting by SSHI to Tsogo Sun Akani-Egoli Proprietary Limited of a non-exclusive, non-assignable and non-transferrable license to use the relevant marks (including the word marks "*Southern Sun*") in connection with the hotel commonly known as "*Southern Sun Gold Reef City*", on or about 25 July 2018;
- 2.6. The written agreement titled "*License Agreement*" entered into between SSHI (as the manager) and Gold Reef City Theme Park Proprietary Limited (as the owner) in respect of, *inter alia*, the granting by SSHI to Gold Reef City Theme Park Proprietary Limited of a non-exclusive, non-assignable and non-transferrable license to use the relevant marks (including the Sun Burst logo) in connection with the hotel commonly known as "*Gold Reef City Theme Park Hotel*", on or about 3 September 2018;
- 2.7. The written agreement titled "*License Agreement*" entered into between SSHI (as the manager) and Silverstar Casino Proprietary Limited (as the owner) in respect of, *inter alia*, the granting by SSHI to Silverstar Casino Proprietary Limited of a non-exclusive, non-assignable and non-transferrable license to use the relevant marks (including the word marks "*Southern Sun*") in connection with the hotel commonly known as "*Southern Sun Silverstar*", on or about 25 July 2018;
- 2.8. The written agreement titled "*License Agreement*" entered into between SSHI (as the manager) and Tsogo Sun Kwa-Zulu Natal Proprietary Limited (as the owner) in respect of, *inter alia*, the granting by SSHI to Tsogo Sun Kwa-Zulu Natal Proprietary Limited of a non-exclusive, non-assignable and non-transferrable license to use the relevant marks (including the names "*SunSquare*" and "*Southern Sun*") in connection with the hotel commonly known as "*Suncoast Towers and SunSquare Suncoast*", on or about 25 July 2018;
- 2.9. The written agreement titled "*License Agreement*" entered into between SSHI (as the manager) and Akani Msunduzi Proprietary Limited (as the owner) in respect of, *inter alia*, the granting by SSHI to Akani Msunduzi Proprietary Limited of a non-exclusive, non-assignable and non-transferrable license to use the relevant marks (including the word marks "*Southern Sun*") in connection with the hotel commonly known as "*Southern Sun Pietermaritzburg*", on or about 1 October 2018;
- 2.10. The written agreement titled "*License Agreement*" entered into between SSHI (as the manager) and Tsogo Sun Newcastle Proprietary Limited (as the owner) in respect of, *inter alia*, the granting by SSHI to Tsogo Sun Newcastle Proprietary Limited of a non-exclusive, non-assignable and non-transferrable license to use the relevant marks (including the Garden Court word marks) in connection with the hotel commonly known as "*Garden Court Blackrock*", on or about 25 July 2018;

- 2.11. The written agreement titled "*License Agreement*" entered into between SSHI (as the manager) and Tsogo Sun Emonti Proprietary Limited (as the owner) in respect of, *inter alia*, the granting by SSHI to Tsogo Sun Emonti Proprietary Limited of a non-exclusive, non-assignable and non-transferrable license to use the relevant marks (including the word marks "*Southern Sun*") in connection with the hotel commonly known as "*Southern Sun Hemingways*", on or about 2 October 2018;
- 2.12. The written agreement titled "*License Agreement*" entered into between SSHI (as the manager) and Garden Route Casino Proprietary Limited (as the owner) in respect of, *inter alia*, the granting by SSHI to Garden Route Casino Proprietary Limited of a non-exclusive, non-assignable and non-transferrable license to use the relevant marks (including the "Garden Court" word marks) in connection with the hotel commonly known as "*Garden Court Mossel Bay*", on or about 1 October 2018;
- 2.13. The written agreement titled "*License Agreement*" entered into between SSHI (as the manager) and Tsogo Sun Caledon Proprietary Limited (as the owner) in respect of, *inter alia*, the granting by SSHI to Tsogo Sun Caledon Proprietary Limited of a non-exclusive, non-assignable and non-transferrable license to use the relevant marks (including the Sun Burst logo) in connection with the hotel commonly known as "*The Caledon Hotel & Spa*", on or about 1 October 2018;
- 2.14. The written agreement titled "*License Agreement*" entered into between SSHI (as the manager) and Tsogo Sun Casinos Proprietary Limited (as the owner) in respect of, *inter alia*, the granting by SSHI to Tsogo Sun Casinos Proprietary Limited of a non-exclusive, non-assignable and non-transferrable license to use the relevant marks (including the word marks "*Southern Sun*") in connection with the hotel commonly known as "*Southern Sun The Ridge*", on or about 25 July 2018;
- 2.15. The written agreement titled "*License Agreement*" entered into between SSHI (as the manager) and Tsogo Sun Casinos Proprietary Limited (as the owner) in respect of, *inter alia*, the granting by SSHI to Tsogo Sun Casinos Proprietary Limited of a non-exclusive, non-assignable and non-transferrable license to use the relevant marks (including the word marks "*Southern Sun*") in connection with the hotel commonly known as "*StayEasy Emalahleni*", on or about 13 January 2010;
- 2.16. The written agreement titled "*Registered User Agreement*" entered into between Tsogo Sun Casinos Proprietary Limited (as the licensor) and SSHI (as the licensee) in respect of, *inter alia*, the permitting by Tsogo Sun Casinos Proprietary Limited of SSHI the use of the Tsogo and Tsogo Sun brands and other relevant marks listed therein in relation only to goods and services for which Tsogo Sun Casinos Proprietary Limited is already using the said marks, on or about 23 May 2019; and

- 2.17. The written agreement titled "*Registered User Agreement*" entered into between SSHI (as the licensor) and Tsogo Sun Proprietary Limited (as the licensee) in respect of, *inter alia*, the permitting by SSHI of Tsogo Sun Proprietary Limited the use of the "*3 Half Suns*" logo and other relevant marks listed therein in relation only to goods and services for which SSHI is already using the said marks, on or about 23 May 2019.

DRAFT FOR DISCUSSION PURPOSES ONLY

EMPLOYMENT TRANSFER AGREEMENT IN TERMS OF SECTION 197(7) OF THE LRA

entered into between

SOUTHERN SUN HOTEL INTERESTS PROPRIETARY LIMITED

(Registration No. 1969/01365/07)

and

[NEW EMPLOYER ENTITY TO BE INSERTED] (Registration No. [insert])

WHEREBY IT IS AGREED AS FOLLOWS :

1. INTERPRETATION AND PRELIMINARY

The headings of the clauses in this agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this agreement nor any clause hereof. Unless a contrary intention clearly appears -

1.1. words importing -

- 1.1.1. any one gender include the other two gender;
- 1.1.2. the singular include the plural and *vice versa*; and
- 1.1.3. natural persons include created entities (corporate or unincorporate) and the state and *vice versa*;

1.2. the following terms shall, for the purposes of this Agreement, have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely -

- 1.2.1. “**Agreement**” means this employment transfer agreement in terms of section 197(7) of the LRA and the annexures thereto;
- 1.2.2. “**Business**” means the part of the business of SSHI that comprises of managing the [name to be inserted] Hotel, in terms of the relevant Management Agreement, including the operating of restaurants, bars, convention facilities and other ancillary amenities applicable to the [name to be inserted] Hotel;
- 1.2.3. “**Employees**” means those employees of SSHI that are employed in connection with the Business and whose names appear in Annexure A to this Agreement;
- 1.2.4. “**New Employer**” means [details of new employer entity to be inserted for each hotel] (Registration No. [insert]), t/a [insert] ;
- 1.2.5. “**Parties**” means the New Employer and SSHI, and “**Party**” means either of them as the context requires;
- 1.2.6. “**Separation Agreement**” means the separation agreement concluded on [insert], in terms of which the Management Agreement was terminated;
- 1.2.7. “**Signature Date**” means the date on which the Party to this Agreement signing last in time signs this Agreement;

- 1.3. any defined terms used throughout this Agreement, which are not defined in clause 1.2 above, shall have the meaning ascribed to them in terms of the Separation Agreement;
- 1.4. when any number of days is prescribed in this agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday;
- 1.5. if figures are referred to in numerals and in words and if there is any conflict between the two, the words shall prevail;
- 1.6. expressions defined in this agreement shall bear the same meanings in schedules or annexures to this agreement which do not themselves contain their own conflicting definitions;
- 1.7. if any term is defined within the context of any particular clause in this agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this agreement, notwithstanding that that term has not been defined in this interpretation clause.

2. TRANSFER OF BUSINESS

- 2.1. The termination of the Management Agreements in terms of the Separation Agreement shall result in the transfer of the Business from SSHI to the New Employer as a going concern, within the meaning of section 197 of the LRA on the Handover Date.
- 2.2. Accordingly, with effect from the relevant Handover Date, the Business shall be transferred from SSHI to the New Employer as a going concern in terms of section 197 of the LRA. As a consequence, the employment of the Employees will transfer to the New Employer on the Handover Date, on the terms and conditions set out in this Agreement.
- 2.3. SSHI and the New Employer shall jointly inform the Employees of what has been agreed between them in terms of which employer will be liable for their accrued liabilities going forward in terms of clauses 3.8 of this Agreement.

3. TRANSFER OF EMPLOYEES

- 3.1. With effect from the Handover Date:
 - 3.1.1. All of the rights and obligations between SSHI and each of the Employees shall continue in force as if they were the rights and obligations between the New Employer and each of the Employees;

- 3.1.2. Anything done by or in relation to SSHI as the employer of each of the Employees will be considered to have been done by or in relation to the New Employer; and
 - 3.1.3. The transfer shall not interrupt the continuity of the employment of each Employee, and each Employee's employment shall continue with the New Employer in the place of, but as if with, SSHI.
- 3.2. On the Effective Date or as soon as reasonably practicable thereafter, SSHI shall transfer to the New Employer all personnel files and records in any form regarding the employment of the Employees by SSHI.
- 3.3. The New Employer shall, with effect from the Handover Date, employ all of the Employees on terms and conditions of employment that are on the whole not less favourable to the Employees than those on which they were employed by SSHI on the day immediately preceding the Handover Date.
- 3.4. The New Employer agrees that any benefits, (including, but not limited to, any retrenchment benefits, accrued leave pay and any other payment or benefits), that have accrued to the Employees as a result of their employment by SSHI prior to the Handover Date, but which has not yet become payable to or been paid to the Employees, shall become the liability of the New Employer. The New Employer shall be solely responsible for making payment of any of these payments and/or benefits to the Employees in the event that such payments become owing and payable to any of the Employees after the Handover Date.
- 3.5. SSHI has prepared a valuation as at the Signature Date in respect of the payments or amounts that have accrued to each Employee, but have not yet been paid to them, as required in terms of section 197(7) of the LRA, being:
 - 3.5.1. the leave pay accrued to each Employee;
 - 3.5.2. the value of both the statutory severance pay, and the maximum severance pay in terms of company policy, that may have been payable to the Employees in the event of a dismissal by reason of SSHI's operational requirements as at the Signature Date; and
 - 3.5.3. the accrued portion of a thirteenth cheque that has accrued to each Employee as at the Signature Date.
- 3.6. Annexure B to this Agreement sets out the amounts referred to in clause 3.5.

- 3.7. SSHI shall, on the Handover Date, provide the New Employer with an updated Annexure B containing the amounts referred to in clause 3.5 above as at the close of business on the Handover Date.
- 3.8. The New Employer shall be responsible for all liabilities arising out of, or in connection with, the employment of the Employees after the Handover Date, including, but not limited to, any rights, benefits or claims concerning any term and condition of employment that arose prior to the transfer of the Employees on the Effective Date. This liability shall apply whether the New Employer previously would have reimbursed SSHI for the costs and expenses arising from such rights, benefits or claims in terms of the Management Agreement or not.
- 3.9. SSHI shall not, from the Signature Date until the Handover Date, employ any new employees who are connected to the Business, except with the prior written consent of the New Employer, which consent shall not be unreasonably withheld.
- 3.10. Between the Effective Date and the Handover Date, if it becomes necessary to replace an Employee whose employment terminates with SSHI for whatever reason, the New Employer shall employ the individual to replace such an Employee, on terms and conditions of employment that it determines. That individual will then be seconded by the New Employer to work at the hotel in connection with the Business and shall work under the direction, supervision and control of the relevant line manager of SSHI until the Handover Date.

4. RETIREMENT FUNDING ARRANGEMENTS

- 4.1. It is recorded that there is only one Employee (referred to in clause 4.2 below) that belongs to the SACCAWU National Provident Fund. The remaining Employees belong to the Alexander Forbes Retirement Fund (Provident Section); the Tsogo Sun Group Pension Fund and the Tsogo Sun Group Provident Fund which funds they shall continue to be members of after the Handover Date, notwithstanding the transfer of their employment to the New Employer.
- 4.2. SSHI shall procure that **[insert name of the one employee who is a member of the SACCAWU National Provident Fund]** shall be credited with such member's interest as he may be entitled to in terms of the rules of the SACCAWU National Provident Fund and the law, as determined by the actuary of such retirement funds and that the transfer of his member's interest to the applicable New Employer's retirement fund is processed and approved by the registrar of pension funds, as required by section 14(1)(c) of the Pension Funds Act, as soon as reasonably possible after the Handover Date.
- 4.3. The remaining Employees shall continue to be members of the Alexander Forbes Retirement Fund (Provident Section); the Tsogo Sun Group Pension Fund and the Tsogo

Sun Group Provident Fund and to participate in those funds in accordance with their rules , without any loss of benefits. The New Employer shall from the Handover Date, continue to contribute to these funds for and on behalf of the Employees.

5. MEDICAL AID BENEFITS

5.1. Those Employees that are members as at the Signature Date, shall continue to be members of the Tsogo Sun Group Medical Scheme and shall be entitled to benefits in accordance with the rules of the medical aid scheme. The New Employer shall from the Handover Date, contribute to the Tsogo Sun Group Medical Scheme on behalf of those Employees that are members. .

6. COMPLIANCE WITH SECTION 197 OF THE LRA

The Parties shall at all times use their reasonable commercial endeavours to ensure that a valid transfer of the contracts of employment of the Employees in terms of section 197 of the LRA take place and to defend and / or mutually agree the settlement of all claims which may arise from such transfer or the failure of such transfer.

7. GENERAL

The provisions of this Agreement are not intended as a *stipulatio alteri* in favour of any Employees and / or Transferring Members and shall not operate to create rights in favour of any person who is not a party to this Agreement, except where expressly provided for in this Agreement.

SIGNED by the Parties and witnessed on the following dates and at the following places respectively:

SOUTHERN SUN HOTEL INTERESTS PROPRIETARY LIMITED

Signature: _____
who warrants that he / she is duly authorised thereto

Name: _____

Date: _____

Place: _____

Witness: _____

Witness: _____

Signature: _____
who warrants that he / she is duly authorised thereto

Name: _____

Date: _____

Place: _____

Witness: _____

Witness: _____

Annexure A – List of Employees

Annexure B – Valuation as at Signature Date

Employees employed at [insert name of business unit]	Years of service	13th cheque Pro- rata	Notice Pay	Minimum statutory severance pay (in terms of BCEA)	Company severance pay (in terms of company policy)	Outstanding leave (Rands)
[insert name of individual employee]						
Total:						

TSH:**TSH Names and Names of Restaurants**

1. All Hotel names used by Southern Sun at the Signature Date which is not a TSG Hotel, do not contain any of the TSG Group casino names and does not contain the word “tsogo”.
2. Garden Court;
3. Hi;
4. Southern Sun;
5. Southern Sun Hotels;
6. Southern Sun Resorts;
7. StayEasy;
8. SunSquare
9. 54 on Bath;
10. Arabella;
11. Beverly Hills;
12. Mount Grace;
13. Sandton Sun;
14. Sandton Towers;
15. The Edward;
16. Sun1;
17. SunBurst;
18. Riffs Bar & Grill;
19. Vigour & Verve;
20. V&V;
21. Luce;

22. Zepi;
23. Yes Chef;
24. Cafe Fiela;
25. Playlist Bar and Grill;
26. the names and trade marks reflected on Annexure C2;

TSH Domain Names

27. 14stories.co.za;
28. 14storiesrooftopbar.co.za;
29. abrasa.co.mz;
30. bluskyloungeandgrill.ae;
31. panoramabar.co.za;
32. semaputo.co.mz;
33. southernsun.co.mz;
34. southernsunabudhabi.ae;
35. southernsundubai.ae;
36. stayeasymaputo.co.mz;
37. teteferrysun.co.mz;
38. thefoundryrestaurant.ae; and
39. vandv.co.za.

TSH Trade Marks

The list of Trade Marks provided in **Annexure C1** and **Annexure C2** below.

TSG

TSG Domain Names

40. Any domain name which contains the name “tsogo” which is in the name of any TSH Group Company should be transferred to TSG or its nominee, including but not limited to:
 - 40.1. tsogosunhotels.com;
 - 40.2. tsogoacademy.com;
 - 40.3. tsogohospitality.co.za;
 - 40.4. tsogohospitality.com;
 - 40.5. tsogohotels.co.za;
 - 40.6. tsogosunacademy.co.za;
 - 40.7. tsogosunacademy.com;
 - 40.8. tsogosunhotel.co.za;
 - 40.9. tsogosunhotel.com;
 - 40.10. tsogosunhotel.mobi;
 - 40.11. tsogosunhotels.co.za;
 - 40.12. tsogosunhotels.com;
 - 40.13. tsogosunhotels.mobi;
 - 40.14. tsogosunhotelsphotogallery.co.za;
 - 40.15. tsogosunhotelsphotolibrary.co.za;
 - 40.16. tsogosunhotelsphotolibrary.com;
 - 40.17. tsogosunxscape.co.za;
 - 40.18. tsogosunxscape.com;
 - 40.19. askbevtsgosunhotels.co.za;
 - 40.20. askbevtsgosunhotels.com;
 - 40.21. tsogohotels.com;

- 40.22. tsogosun.com;
- 40.23. tsogosun-financials.com; and
- 40.24. tsogosunkeys.com;
- 41. Any domain containing the name of any of the 13 casino precincts (Montecasino, Silverstar, Gold Reef City, Suncoast, Golden Horse, Blackrock, Emnotweni, the Ridge, Goldfields, Hemingways, Garden Route, Caledon, Mykonos) or containing the word “Tsogo” which is in the name of any TSG company, or is otherwise related to the TSG Trade Marks;
- 42. The domain names registered in the name of TSH to be transferred to TSG in terms of clause 13.1.2 of the Agreement to the extent not already owned by a TSG Group company, which includes but may not be limited to the domain names listed in paragraph 40 and:
 - 42.1. 3sixtyliquidlounge.co.za;
 - 42.2. 3sixtyliquidlounge.com;
 - 42.3. billyg.co.za;
 - 42.4. blackrockcasino.mobi;
 - 42.5. bravolounge.co.za;
 - 42.6. emnotweni.mobi;
 - 42.7. gardenroutecasino.mobi;
 - 42.8. glassbar.co.za;
 - 42.9. goldenhorse.mobi;
 - 42.10. goldfieldscasino.mobi;
 - 42.11. goldreefcity.mobi;
 - 42.12. hemingways.mobi;
 - 42.13. montecasino.mobi;
 - 42.14. mykonoscasino.co.za;
 - 42.15. mykonos-casino.co.za;
 - 42.16. silverstar.co.za;

- 42.17. thecaledoncasino.mobi;
- 42.18. theridgecasino.mobi;
- 42.19. therridge.co.za;
- 42.20. ridgehotel.co.za;
- 42.21. suncoasthotelandtowers.co.za;
- 42.22. suncoasthotelandtowers.com;
- 42.23. cafecrew.co.za;
- 42.24. cafecru.co.za;
- 42.25. hemingwayshotel.co.za;
- 42.26. medeo.co.za;
- 42.27. medeorestaurant.co.za;
- 42.28. medeorestaurant.com;
- 42.29. palazzo-fourways.co.za;
- 42.30. palazzo-fourways.com;
- 42.31. palazzohotel.co.za;
- 42.32. palazzomontecasino.co.za;
- 42.33. palazzo-montecasino.co.za;
- 42.34. palazzomontecasino.com;
- 42.35. palazzo-montecasino.com;
- 42.36. punchanellos.co.za;
- 42.37. punchinellos.co.za;
- 42.38. suncoastspa.co.za; and
- 42.39. thepalazzohotel.co.za.

TSG Trade Marks

43. Tsogo
44. Tsogo Sun
45. Another Tsogo Sun Experience
46. Inspire By Tsogo Sun
47. Tsogo Sun Digishare
48. Tsogo Sun Gaming
49. Tsogo Sun Rewards
50. Tsogo Sun Academy
51. Palazzo
52. Montecasino
53. Teatro at Montecasino
54. Montecasino Teatro
55. Monte
56. The Pivot
57. Emnotweni
58. Gold Reef City
59. Gold Reef City Theme Park
60. Gold Reef City Theme Park Hotel
61. Suncoast
62. Suncoast Towers
63. Sundeck
64. Sunscreen
65. Silverstar

66. Blackrock
67. Golden Horse
68. Garden Route Casino
69. Hemingways
70. The Caledon
71. The Caledon Casino, Hotel & Spa
72. Casino Mykonos
73. Goldfields casino
74. The Ridge
75. The Globe
76. Town Square at Gold Reef City
77. Billy G
78. Black Sheep
79. Café Vigour
80. 3Sixty Liquid Lounge
81. Baxter's
82. Café Cru
83. Explorers
84. Jenda
85. Mid City Grill
86. Mondovino
87. Punchinello's
88. Toasteez
89. Vintage Varga

- 90. Cobblestones
- 91. Glassbar
- 92. Café Felix
- 93. Key Largo
- 94. Gasoline Alley
- 95. Nazzaro's
- 96. Bullion Room
- 97. The Diamond Lounge
- 98. Derby Lounge
- 99. Black Cherry
- 100. Publicity
- 101. Ace of Sweets
- 102. Get the card unleash the value
- 103. Candycoaster

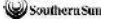


352 Records

Appl. No. / Reg. No.	Trade Mark	Cls	Status	Country	Appl. Date	Reg. Date	Ren. Date	Proprietor	Goods / Services	Image
1982/07237	UMHLANGA SANDS	42	Registered	SOUTH AFRICA	15 Sep 1982		15 Sep 2022	UMHLANGA SANDS SHARE BLOCK LIMITED	Class 42: Bars, bottle exchanges, cafeterias, canteens, restaurants, snack bars, catering, food and beverage services; hotels, hotel management, tourist hostels, accommodation bureaux and services, tourist and travel agents, all for reserving accommodation at hotels, boarding houses and the like; hire of bedding, linen, crockery, and the like; retail services	
1999/20358	C logo (CULLINAN)	42	Registered	SOUTH AFRICA	02 Nov 1999	18 Jun 2004	02 Nov 2029	THE CULLINAN HOTEL (PROPRIETARY) LIMITED	Class 42: All services related to or connected with the accommodation of persons, including hotels and guest houses; all services related to or connected with the provision of food and beverages, including restaurants, bars and off-sales outlets; reservation services relating to the foregoing; advisory, consultative, representative, co-ordinating and promotion services, including such services related to or connected with tourism and tourist industry; hygienic and beauty care services; services ancillary and related to the foregoing	The logo for The Cullinan Hotel, featuring a stylized 'C' and 'H' intertwined within a diamond shape.



**Trade Mark Listing for
SOUTHERN SUN AFRICA**

Adams & Adams




1999/20357	CULLINAN	42	Registered	SOUTH AFRICA	02 Nov 1999	07 Mar 2003	02 Nov 2029	THE CULLINAN HOTEL (PROPRIETARY) LIMITED	Class 42: All services related to or connected with the accommodation of persons, including hotels and guest houses; all services related to or connected with the provision of food and beverages, including restaurants, bars and off-sales outlets; reservation services relating to the foregoing; advisory, consultative, representative, co-ordinating and promotion services, including such services related to or connected with tourism and tourist industry; hygienic and beauty care services; services ancillary and related to the foregoing
1995/00070	CULLINAN C logo	42	Registered	SOUTH AFRICA	04 Jan 1995	24 Jan 2002	04 Jan 2025	THE CULLINAN HOTEL (PROPRIETARY) LIMITED	Class 42: Wholesale, retail, marketing, distribution, merchandising services; services in connection with the procurement, provision, sale and retailing of food, beverages of all kinds including accommodation, hotel, restaurant, booking, tourism and related services; services ancillary to all the foregoing
13325/2008	SOUTHERN SUN logo	43	Registered	MOZAMBIQUE	13 May 2008	15 Oct 2008	13 May 2028	SOUTHERN SUN MOÇAMBIQUE, LIMITED	
78164	SUN 1	43	Registered	KENYA	22 Apr 2013	09 Dec 2013	22 Apr 2023	Southern Sun Hotel Interests (Pty) Ltd	Class 43: Services for providing food and drink; temporary accommodation.
5948	SUN	41	Published	ANGOLA	06 Aug 1998			SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education, providing of training; entertainment; sporting and cultural activities

**Trade Mark Listing for
SOUTHERN SUN AFRICA**

Adams & Adams

A341620	SOUTHERN SUN & 3 Half Suns logo (1972)	42	Registered	AUSTRALIA	04 Jan 1980		04 Jan 2031	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 42: Services relating to bars, bottle stores and off-sales; bottle exchanges, cafeterias; canteens; restaurants; snack bars; catering, food and beverage services; hotels; hotel management; tourists' hostels; accommodation bureaux and services, tourist and travel agents, all for reserving accommodation at hotels, boarding houses and the like	
BW/M/2015/006 77	3 Half Suns logo (SOUTHERN SUN)	41, 43	Registered	BOTSWANA	26 Aug 2015	03 Oct 2016	26 Aug 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education; providing of training; entertainment; sporting and cultural activities., Class 43: Services for providing food and drink; temporary accommodation.	
BW/M/2015/006 78	GARDEN COURT	41, 43	Registered	BOTSWANA	26 Aug 2015	15 Aug 2016	26 Aug 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education; providing of training; entertainment; sporting and cultural activities., Class 43: Services for providing food and drink; temporary accommodation.	
BW/M/2015/006 89	SOUTHERN SUN	41, 43	Registered	BOTSWANA	26 Aug 2015	07 Oct 2016	26 Aug 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education; providing of training; entertainment; sporting and cultural activities., Class 43: Services for providing food and drink; temporary accommodation.	
BW/M/2015/006 88	STAYEASY	41, 43	Registered	BOTSWANA	26 Aug 2015	24 Nov 2016	26 Aug 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education; providing of training; entertainment; sporting and cultural activities., Class 43: Services for providing food and drink; temporary accommodation.	
BW/M/2015/006 90	SUN SQUARE	41, 43	Registered	BOTSWANA	26 Aug 2015	07 Oct 2016	26 Aug 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education; providing of training; entertainment; sporting and cultural activities., Class 43: Services for providing food and drink; temporary accommodation.	

Trade Mark Listing for SOUTHERN SUN AFRICA

4882855	GARDEN COURT logo	43	Registered	CHINA	07 Sep 2005	14 Mar 2010	13 Mar 2030	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Transport; packaging of goods; Wrapping of goods; Storage of goods; Travel arrangement; Chauffeur services; Passenger transport; Travelers (transport of -); Freight forwarding; Taxi transport (food and drink-)
4882856	GARDEN COURT logo	39	Registered	CHINA	07 Sep 2005	14 Mar 2010	13 Mar 2030	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 39: Transport; packaging of goods; Wrapping of goods; Storage of goods; Travel arrangement; Chauffeur services; Passenger transport; Travelers (transport of -); Freight forwarding; Taxi transport (food and drink-)
4882851	SOUTHERN SUN	43	Registered	CHINA	07 Sep 2005	28 Mar 2011	27 Mar 2031	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation
4882852	SOUTHERN SUN	39	Registered	CHINA	07 Sep 2005	14 Feb 2009	13 Feb 2029	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 39: Transport; packaging and storage of goods; travel arrangement (Transport; Packing of goods, Wrapping of goods; Storage of goods; Travel arrangement; Chauffeur services; Passenger transport; Travelers (transport of-); Freight forwarding; Taxi transport)
4882849	SOUTHERN SUN HOTELS & 3 Half Suns logo (2005)	43	Registered	CHINA	07 Sep 2005	28 Mar 2011	27 Mar 2031	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation 
4882850	SOUTHERN SUN HOTELS & 3 Half Suns logo (2005)	39	Registered	CHINA	07 Sep 2005	14 Feb 2009	13 Feb 2029	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 39: Transport; packaging and storage of goods; travel arrangement 
4882853	SOUTHERN SUN HOTELS & RESORTS & 3 Half Suns logo	43	Registered	CHINA	07 Sep 2005	28 Mar 2011	27 Mar 2031	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation 







Adams & Adams

Garden
Court

Garden
Court

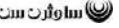



Trade Mark Listing for SOUTHERN SUN AFRICA

Adams & Adams

4882854	SOUTHERN SUN HOTELS & RESORTS & 3 Half Suns logo	39	Registered	CHINA	07 Sep 2005	14 Feb 2009	13 Feb 2029	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 39: Transport; packaging and storage of goods; travel arrangement	
NP/478/RDC/2004	SOUTHERN SUN HOTELS & 3 Half Suns logo (2004)	41, 42	Registered / Do not renew	CONGO, DEMOCRATIC REPUBLIC OF	15 Sep 2004	19 Sep 2005	15 Sep 2024	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education; providing of training; entertainment; sporting and cultural activities., Class 42: Hotels, hotel management and administration; tourist hostels, accommodation bureaux and services; tourist and travel agencies all for reserving accommodation at hotels, boarding houses and the like; bars and associated services; restaurants; snack bars; cafeterias; road-houses; canteens; fast-food outlets; food and beverage services; catering services; and all other services included in this class concerned with the provision of foods and beverages for human consumption.	
175578	GARDEN COURT logo	39	Registered	EGYPT	23 May 2005	04 Feb 2008	22 May 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 39: Transport; packaging and storage of goods; travel arrangement	
175579	GARDEN COURT logo	43	Registered	EGYPT	23 May 2005	15 Feb 2010	22 May 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.	
175580	SOUTHERN SUN HOTELS & RESORTS & 3 Half Suns logo	39	Registered	EGYPT	23 May 2005	28 Dec 2009	21 May 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 39: Packaging and storage of goods; travel arrangement	
175581	SOUTHERN SUN HOTELS & RESORTS & 3 Half Suns logo	43	Registered	EGYPT	23 May 2005	04 Feb 2008	21 May 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.	







Trade Mark Listing for
SOUTHERN SUN AFRICA



203931	SOUTHERN SUN in Arabic characters + 3 Half Suns logo	43	Registered	EGYPT	11 Jul 2007	12 Nov 2009	11 Jul 2027	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.	
1 242 048	SOUTHERN SUN & 3 Half Suns logo (1972)	08, 16, 21, 24, 29, 30	Registered	FRANCE	02 Feb 1973		02 Feb 2023	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 08: Cutlery, forks and spoons; hand tools and instruments, Class 16: Paper and paper articles, cardboard and cardboard articles including wine labels, mats for beer glasses, paper serviettes, paper bags and paper sachets for holding sugar; stationery; printed publications, printed matter; photographs, Class 21: Small domestic utensils and containers including crockery; glassware, porcelain and earthenware, Class 24: Bed and table covers; textile articles not in the piece, and including towels and linen, Class 29: Meat, fish, poultry and game; meat extracts; preserved, dried and cooked fruits and vegetables; jellies, jams, eggs, milk and other dairy products; edible and oils and fats; preserves, pickles, Class 30: Coffee, tea, cocoa, sugar, rice, tapioca, sago, coffee substitutes, flour, and preparations made from cereals; bread, biscuits, cakes, pastry and confectionery, ices, honey, treacle, yeast, baking powder; salt, mustard, pepper, vinegar, sauces, spices, ice	
38686	GARDEN COURT logo	39	Registered	GHANA	10 May 2005	29 Mar 2010	10 May 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 39: Transport; packaging and storage of goods; travel arrangement	
38685	GARDEN COURT logo	43	Registered	GHANA	10 May 2005	29 Mar 2010	10 May 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.	

**Trade Mark Listing for
SOUTHERN SUN AFRICA**



000723/2005	SOUTHERN SUN	39	Published	GHANA	10 May 2005			SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 39: Transport; packaging and storage of goods; travel arrangement	
00722/2005	SOUTHERN SUN	43	Pending / Filed	GHANA	10 May 2005			SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.	
000640/2004	SOUTHERN SUN HOTELS & 3 Half Suns logo (2004)	30	Pending / Filed	GHANA	07 Sep 2004			SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 30: Coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, ices; honey, treacle; yeast, baking-powder; salt, mustard; vinegar, sauces (condiments); spices; ice.	
000642/2004	SOUTHERN SUN HOTELS & 3 Half Suns logo (2004)	16	Published	GHANA	07 Sep 2004			SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 16: Paper and paper articles, cardboard and cardboard articles including wine labels, mats for beer glasses, paper serviettes, paper bags and paper sachets for holding sugar; stationery; printed publications, printed matter; photographs.	
	SOUTHERN SUN HOTELS & 3 Half Suns logo (2005)	39	Pending / Filed	GHANA	10 May 2005			SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 39: Transport; packaging and storage of goods; travel arrangement	
38684	SOUTHERN SUN HOTELS & 3 Half Suns logo (2005)	43	Registered	GHANA	10 May 2005	29 Mar 2010	10 May 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.	
38691	SOUTHERN SUN HOTELS & RESORTS & 3 Half Suns logo	43	Registered	GHANA	10 May 2005	29 Mar 2010	10 May 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.	
38683	SOUTHERN SUN HOTELS & RESORTS & 3 Half Suns logo	39	Registered	GHANA	10 May 2005	29 Mar 2010	10 May 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 39: Transport; packaging and storage of goods; travel arrangement	

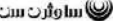




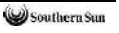
**Trade Mark Listing for
SOUTHERN SUN AFRICA**



1359489	GARDEN COURT logo	39, 42	Registered	INDIA	25 May 2005		25 May 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 39: Transport; packaging and storage of goods; travel arrangement., Class 42: Providing of food and drink; temporary accommodation.	
1359492	SOUTHERN SUN	39, 42	Registered	INDIA	25 May 2005	19 Feb 2015	25 May 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 39: Transport; packaging and storage of goods; travel arrangement., Class 42: Providing of food and drink; temporary accommodation.	
1359491	SOUTHERN SUN HOTELS & 3 Half Suns logo (2005)	39, 42	Registered	INDIA	25 May 2005	29 Mar 2007	25 May 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 39: Transport; packaging and storage of goods; travel arrangement., Class 42: Providing of food and drink; temporary accommodation	
1359488	SOUTHERN SUN HOTELS & RESORTS & 3 Half Suns logo	39, 42	Registered	INDIA	25 May 2005	03 Mar 2012	25 May 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 39: Transport; packaging and storage of goods; travel arrangement., Class 42: Providing of food and drink; temporary accommodation.	
78165	GARDEN COURT	43	Registered	KENYA	22 Apr 2013	09 Dec 2013	22 Apr 2023	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.	
67039	SOUTHERN SUN	43	Registered	KENYA	07 Dec 2009	14 Jun 2010	07 Dec 2029	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.	
67040	SOUTHERN SUN & 3 Half Suns horizontal logo	43	Registered	KENYA	07 Dec 2009	14 Jun 2010	07 Dec 2029	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.	
78133	STAYEASY	43	Registered	KENYA	18 Apr 2013	05 Dec 2013	18 Apr 2023	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.	





**Trade Mark Listing for
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74469	SOUTHERN SUN in Arabic characters + 3 Half Suns logo	42	Registered	KUWAIT	19 Aug 2007	16 Nov 2008	19 Aug 2027	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 42: Services for providing food and drink; temporary accomodation.	
5718	GARDEN COURT logo	43	Published	LIBYA	26 Nov 2005			SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation	
5719	GARDEN COURT logo	39	Published	LIBYA	26 Nov 2005			SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 39: Transport; packaging and storage of goods; travel arrangement	
5716	SOUTHERN SUN	43	Published	LIBYA	26 Nov 2005			SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation	
5720	SOUTHERN SUN	39	Published	LIBYA	26 Nov 2005			SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 39: Transport; packaging and storage of goods; travel arrangement	
5715	SOUTHERN SUN HOTELS & RESORTS & 3 Half Suns horizontal logo	39	Published	LIBYA	26 Nov 2005			SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 39: Transport; packaging and storage of goods; travel arrangement	
5717	SOUTHERN SUN HOTELS & RESORTS & 3 Half Suns horizontal logo	43	Published	LIBYA	26 Nov 2005			SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation	
08148/2009	SOUTHERN SUN & 3 Half Suns horizontal logo	41, 43	Registered	MAURITIUS	02 Jun 2009	13 Oct 2009	02 Jun 2029	Southern Sun Hotel Interests (Proprietary) Limited	Class 41: Education; providing of training; entertainment; sporting and cultural activities , Class 43: Services for providing food and drink; temporary accommodation	

Trade Mark Listing for SOUTHERN SUN AFRICA

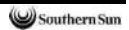
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5918/1974	SOUTHERN SUN & 3 Half Suns logo (1972)	16	Registered	MAURITIUS	28 Oct 1974		28 Oct 2029	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED		
13896/1997	SOUTHERN SUN (HOTELS, INNS & RESORTS) label	08, 16, 21, 24, 29, 30	Registered	MAURITIUS	27 Aug 1997	16 Nov 1998	27 Aug 2024	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 08: Cutlery, forks and spoons; hand tools and instruments, Class 16: Paper and paper articles, cardboard and cardboard articles including wine labels, mats for beer glasses, paper serviettes, paper bags and paper sachets for holding sugar, stationery, printed publications, printed matter, photographs, Class 21: Small domestic utensils and containers including crockery, glassware,, Class 24: Towels, linen, Class 29: Meat, fish, poultry and game, meat extracts, preserved, dried and cooked fruits and vegetables; jellies, jams, eggs, milk and other dairy products, edible oils and fats, preserves, pickles, Class 30: Tea, coffee, cocoa, sugar, rice, tapioca, sago, coffee substitutes, flour and preparations made from cereals, bread, biscuits, cakes, pastry and confectionery, ices, honey, treacle, yeast, baking powder, salt, mustard, pepper, vinegar, sauces, spices, ice	
29350/2015	3 Half Suns logo (SOUTHERN SUN)	41	Registered	MOZAMBIQUE	10 Aug 2015	05 Jul 2016	10 Aug 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education; providing of training; entertainment; sporting and cultural activities.	
29351/2015	3 Half Suns logo (SOUTHERN SUN)	43	Registered	MOZAMBIQUE	10 Aug 2015	01 Aug 2016	10 Aug 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.	
29356/2015	GARDEN COURT	41	Registered	MOZAMBIQUE	10 Aug 2015	30 Mar 2016	10 Aug 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education; providing of training; entertainment; sporting and cultural activities.	

**Trade Mark Listing for
SOUTHERN SUN AFRICA**

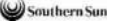


23663/2013	GARDEN COURT	43	Registered	MOZAMBIQUE	22 Apr 2013	19 Mar 2014	22 Apr 2023	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.
29349/2015	SOUTHERN SUN	43	Registered	MOZAMBIQUE	10 Aug 2015	01 Aug 2016	10 Aug 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.
29357/2015	SOUTHERN SUN	41	Registered	MOZAMBIQUE	10 Aug 2015	05 Jul 2016	10 Aug 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education; providing of training; entertainment; sporting and cultural activities.
34907	SOUTHERN SUN	35	Registered	MOZAMBIQUE	23 Nov 2017	29 Mar 2018	23 Nov 2027	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 35: Advertising; business management; business administration; office functions
34908	SOUTHERN SUN	39	Registered	MOZAMBIQUE	23 Nov 2017	29 Mar 2018	23 Nov 2027	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 39: Transport; packaging and storage of goods; travel arrangement
00558/99	SOUTHERN SUN & 3 Half Suns logo (1974)	41	Registered	MOZAMBIQUE	05 Jul 1999	09 Jan 2001	05 Jul 2029	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education; providing of training; entertainment; sporting and cultural activities.





Trade Mark Listing for SOUTHERN SUN AFRICA



559/1999	SOUTHERN SUN & 3 Half Suns logo (1974)	42	Registered	MOZAMBIQUE	05 Jul 1999	20 Jun 2012	05 Jul 2029	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 42: Hotels, hotel management, motels, game lodges, tourists' hostels, homes and camps; provision of accommodation; booking and reservation services; restaurants, snack bars, cafeterias, road-houses, canteens, fast-food outlets; catering services and other services concerned with the provision of foods and beverages; hire of bedding, linen, crockery and the like; providing facilities for and at conferences, seminars, meetings, gatherings and functions of all kinds included in this class; time sharing services not included in other classes; services of a personal nature rendered to meet individual requirements included in this class; retail, wholesale, merchandising and mail order services; services included in this class concerned with or relating to shopping, commercial, office, entertainment and conference complexes and centres; services of all kinds not included in other classes concerned with or relating to outdoor activities and leisure pursuits	
23626/2013	STAYEASY	43	Registered	MOZAMBIQUE	17 Apr 2013	19 Mar 2014	17 Apr 2023	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.	
29355/2015	STAYEASY	41	Registered	MOZAMBIQUE	10 Aug 2015	30 Mar 2016	10 Aug 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education; providing of training; entertainment; sporting and cultural activities.	
29354/2015	SUN 1	41	Registered	MOZAMBIQUE	10 Aug 2015	30 Mar 2016	10 Aug 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education; providing of training; entertainment; sporting and cultural activities.	




**Trade Mark Listing for
SOUTHERN SUN AFRICA**



23662/2013	SUN 1	43	Registered	MOZAMBIQUE	22 Apr 2013	19 Mar 2014	22 Apr 2023	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.	
2015/29352	SUN SQUARE	41	Registered	MOZAMBIQUE	10 Aug 2015	30 Mar 2016	10 Aug 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education; providing of training; entertainment; sporting and cultural activities.	
2015/29353	SUN SQUARE	43	Registered	MOZAMBIQUE	10 Aug 2015	30 Mar 2016	10 Aug 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.	
34905	TETE FERRY SUN	41	Registered	MOZAMBIQUE	23 Nov 2017	28 Mar 2018	23 Nov 2027	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education; providing of training; entertainment; sporting and cultural activities	
34906	TETE FERRY SUN	43	Registered	MOZAMBIQUE	23 Nov 2017	29 Mar 2018	23 Nov 2027	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation	
NA/T/2015/1589	3 Half Suns logo (SOUTHERN SUN)	41	Registered	NAMIBIA	07 Aug 2015	04 Apr 2017	07 Aug 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education; providing of training; entertainment; sporting and cultural activities.	
NA/T/2015/1590	3 Half Suns logo (SOUTHERN SUN)	43	Registered	NAMIBIA	07 Aug 2015	04 Apr 2017	07 Aug 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.	
NA/T/2015/1597	GARDEN COURT	41	Registered	NAMIBIA	07 Aug 2015	03 Apr 2017	07 Aug 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education; providing of training; entertainment; sporting and cultural activities.	
NA/T/2015/1598	GARDEN COURT	43	Registered	NAMIBIA	07 Aug 2015	03 Apr 2017	07 Aug 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.	




**Trade Mark Listing for
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NA/T/2015/1591	SOUTHERN SUN	41	Registered	NAMIBIA	07 Aug 2015	04 Apr 2017	07 Aug 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education; providing of training; entertainment; sporting and cultural activities.	
NA/T/2015/1592	SOUTHERN SUN	43	Registered	NAMIBIA	07 Aug 2015	04 Apr 2017	07 Aug 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.	
74/0199	SOUTHERN SUN & 3 Half Suns logo (2001) - SEE NOTES	35	Registered	NAMIBIA	11 Feb 1974		11 Feb 2024	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 35: Advertising and promotional services; services associated with business and including the reservation of loding and accommodation, management	
74/0200	SOUTHERN SUN & 3 Half Suns logo (2001) SEE NOTES	39	Registered	NAMIBIA	11 Feb 1974		11 Feb 2024	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 39: Transportation including hiring and leasing of vehicles, planning, arrangement and execution of tours and sight-seeing expeditions	
74/0201	SOUTHERN SUN & 3 Half Suns logo (2001) SEE NOTES	42	Registered	NAMIBIA	11 Feb 1974		11 Feb 2024	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 42: Bars, bottle stores and off-sales; bottle exchanges; cafeterias, canteens; restaurants; snack bars; catering, food and beverages services; hotels; hotel management; tourists' hostels; accommodation bureaux and services, tourist and travel agents, all for reserving accommodation at hotels, boarding houses and the like; hire of bedding, linen, crockery and the like	
NA/T/2015/1595	STAYEASY	41	Registered	NAMIBIA	07 Aug 2015	03 Apr 2017	07 Aug 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education; providing of training; entertainment; sporting and cultural activities.	
NA/T/2015/1596	STAYEASY	43	Registered	NAMIBIA	07 Aug 2015	03 Apr 2017	07 Aug 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.	

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SOUTHERN SUN AFRICA

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2015/1593	SUN SQUARE	41	Published	NAMIBIA	07 Aug 2015			SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education; providing of training; entertainment; sporting and cultural activities.	
2015/1594	SUN SQUARE	43	Published	NAMIBIA	07 Aug 2015			SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.	
004591	GARDEN COURT	43	Registered	NIGERIA	24 Apr 2013	12 Jul 2016	24 Apr 2034	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.	
TP.105079	GARDEN COURT logo	30	Accepted	NIGERIA	27 Sep 2005			SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 30: Coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, ices; honey, treacle; yeast, baking-powder; salt, mustard; vinegar, sauces (condiments); spices; ice	
TP.105080	GARDEN COURT logo	16	Pending / Filed	NIGERIA	27 Sep 2005			SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 16: Paper, cardboard, and goods made from these materials, not included in other classes; printed matter; bookbinding material; photographs; stationery; adhesives for stationery or household purposes; artists' materials; paint brushes; typewriters and office requisites (except furniture); instructional and teaching material (except apparatus); plastic materials for packaging (not included in other classes); playing cards; printers' type; printing blocks	
78177	GARDEN COURT logo	33	Registered	NIGERIA	27 Sep 2005	30 Jul 2009	27 Sep 2026	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 33: Alcoholic beverages (except beers)	

**Trade Mark Listing for
SOUTHERN SUN AFRICA**

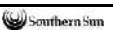


97826	GARDEN COURT logo	29	Registered	NIGERIA	27 Sep 2005	09 Sep 2013	27 Sep 2026	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 29: Meat, fish, poultry and game; meat extracts; preserved, dried and cooked fruits and vegetables; jellies, jams, fruit sauces; eggs, milk and milk products; edible oils and fats	
4927	SOUTHERN SUN	43	Registered	NIGERIA	24 Apr 2013	12 Jul 2016	24 Apr 2034	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.	
91627	SOUTHERN SUN HOTELS & 3 Half Suns logo (2004)	30	Registered	NIGERIA	31 Aug 2004	02 Sep 2011	31 Aug 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 30: Coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, ices; honey, treacle; yeast, baking-powder; salt, mustard; vinegar, sauces (condiments); spices; ice.	
91628	SOUTHERN SUN HOTELS & 3 Half Suns logo (2004)	16	Registered	NIGERIA	31 Aug 2004	02 Sep 2011	31 Aug 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 16: Paper and paper articles, cardboard and cardboard articles including wine labels, mats for beer glasses, paper serviettes, paper bags and paper sachets for holding sugar; stationery; printed publications, printed matter; photographs.	
NG/TM/2008/158 55	SOUTHERN SUN IKOYI logo	16	Accepted	NIGERIA	29 Dec 2008			SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED		
NG/TM/2008/158 56	SOUTHERN SUN IKOYI logo	42	Accepted	NIGERIA	29 Dec 2008			SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED		
4928	STAYEASY	43	Registered	NIGERIA	24 Apr 2013	12 Jul 2016	24 Apr 2034	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.	

Trade Mark Listing for SOUTHERN SUN AFRICA

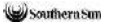





4929	SUN 1	43	Registered	NIGERIA	24 Apr 2013	12 Jul 2016	24 Apr 2034	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.
12584	SOUTHERN SUN & 3 Half Suns logo (1972)	08, 16, 21, 24, 29, 30	Registered	OAPI	25 Jan 1973		25 Jan 2023	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 08: Cutlery, forks and spoons; hand tools and instruments;; Class 16: Paper and paper articles, cardboard and cardboard articles including wine labels, mats for beer glasses, paper serviettes, paper bags and paper sachets for holding sugar; stationery; printed publications, printed matter; photographs;; Class 21: Small domestic utensils and containers including crockery; glassware, porcelain and earthenware;; Class 24: Bed and table covers; textile articles not in the piece, and including towels and linen;; Class 29: Meat, fish, poultry and game; meat extracts; preserved, dried and cooked fruits and vegetables; jellies, jams; eggs, milk and other dairy products; edible oils and fats; preserves, pickles;; Class 30: Coffee, tea, cocoa, sugar, rice, tapioca, sago, coffee substitutes; flour, and preparations made from cereals; bread, biscuits, cakes, pastry and confectionery, ices; honey, treacle; yeast, baking-powder; salt, mustard; pepper, vinegar, sauces, spices; ice
62495	SOUTHERN SUN & 3 Half Suns horizontal logo	43	Registered	OMAN	25 Apr 2010	16 May 2011	25 Apr 2030	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accomodation.
143408993	GARDEN COURT	43	Registered	SAUDI ARABIA	15 May 2013	22 May 2014	15 Jan 2023	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.







Trade Mark Listing for SOUTHERN SUN AFRICA



1230/39	SOUTHERN SUN	43	Registered	SAUDI ARABIA	20 Jul 2009	14 Feb 2011	07 Dec 2028	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.	
1274/16	SOUTHERN SUN & 3 Half Suns horizontal logo	43	Registered	SAUDI ARABIA	20 Jul 2009	21 Aug 2011	07 Dec 2028	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.	
1000/46	SOUTHERN SUN in Arabic characters + 3 Half Suns logo	43	Registered	SAUDI ARABIA	15 Nov 2006	16 Jul 2008	22 Mar 2026	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation	
143407558	STAYEASY	43	Registered	SAUDI ARABIA	16 Apr 2013	28 Nov 2014	22 Dec 2022	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.	
143408988	SUN 1	43	Registered	SAUDI ARABIA	15 May 2013	17 Jun 2014	15 Jan 2023	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.	
12265	3 Half Suns logo (SOUTHERN SUN)	41	Registered	SEYCHELLES	10 Aug 2015	30 Jan 2017	10 Aug 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education; providing of training; entertainment; sporting and cultural activities.	
12266	3 Half Suns logo (SOUTHERN SUN)	43	Registered	SEYCHELLES	10 Aug 2015	30 Jan 2017	10 Aug 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.	
10829	GARDEN COURT		Registered	SEYCHELLES	22 Apr 2013	17 Mar 2015	22 Apr 2023	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED		
14377	PARADISE SUN	41	Registered	SEYCHELLES	10 Aug 2015	14 Aug 2019	10 Aug 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education; providing of training; entertainment; sporting and cultural activities.	





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14378	PARADISE SUN	43	Registered	SEYCHELLES	10 Aug 2015	14 Aug 2019	10 Aug 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.	
11080	SOUTHERN SUN	43	Registered	SEYCHELLES	22 Apr 2013	01 Jul 2015	22 Apr 2023	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.	
2405	SOUTHERN SUN & 3 Half Suns logo (1972)	09	Registered	SEYCHELLES	18 Jan 1985		18 Jan 2027	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 09: Scientific, nautical, surveying and electrical apparatus and instruments, including wireless, photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), life-saving and teaching apparatus and instruments; coin or counter-freed apparatus; talking machines; cash registers; calculating machines; fire-extinguishing apparatus	
2406	SOUTHERN SUN & 3 Half Suns logo (1972)	25	Registered	SEYCHELLES	18 Jan 1985		18 Jan 2027	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 25: Clothing including boots, shoes and slippers	
2407	SOUTHERN SUN & 3 Half Suns logo (1972)	30	Registered	SEYCHELLES	18 Jan 1985		18 Jan 2027	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 30: Coffee, tea, cocoa, sugar, rice, tapioca, sago, coffee substitutes; flour, and preparations made from cereals; bread, biscuits, cakes, pastry and confectionery, ices; honey, treacle; yeast, baking-powder; salt, mustard; pepper, vinegar, sauces, spices; ice	
2408	SOUTHERN SUN & 3 Half Suns logo (1972)	32	Registered	SEYCHELLES	18 Jan 1985		18 Jan 2027	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 32: Beer, ale and porter; mineral and aerated waters and other non-alcoholic drinks; syrups and other preparations for making beverages	







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2409	SOUTHERN SUN & 3 Half Suns logo (1972)	33	Registered	SEYCHELLES	18 Jan 1985		18 Jan 2027	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 33: Wines, spirits and liqueurs	
2410	SOUTHERN SUN & 3 Half Suns logo (1972)	34	Registered	SEYCHELLES	18 Jan 1985		18 Jan 2027	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 34: Tobacco, raw or manufactured; smokers articles, matches	
4504	SOUTHERN SUN (HOTELS, INNS & RESORTS) label	41	Registered	SEYCHELLES	28 Aug 1997	02 Mar 1999	28 Aug 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education; providing of training; entertainment; sporting and cultural activities	
4505	SOUTHERN SUN (HOTELS, INNS & RESORTS) label	42	Registered	SEYCHELLES	28 Aug 1997	02 Mar 1999	28 Aug 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 42: Hotels, hotel management, motels, game lodges, tourists' hostels, homes and camps; provision of accommodation; booking and reservation services; restaurants, snack bars, cafeterias, road-houses, canteens, fast-food outlets; catering services and other services concerned with the provision of foods and beverages; hire of bedding, linen, crockery and the like; providing facilities for and at conferences, seminars, meetings, gatherings and functions of all kinds included in this class; time sharing services not included in other classes; services of a personal nature rendered to meet individual requirements included in this class; retail, wholesale, merchandising and mail order services; services included in this class concerned with or relating to shopping, commercial, office, entertainment and conference complexes and centres; services of all kinds not included in other classes concerned with or relating to outdoor activities and leisure pursuits	




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1208(a)	SOUTHERN SUN HOTELS & 3 Half Suns logo	08	Registered	SEYCHELLES	04 Jan 1978		04 Jan 2027	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 08: Cutlery, forks and spoons; hand tools and instruments	
1208(b)	SOUTHERN SUN HOTELS & 3 Half Suns logo	16	Registered	SEYCHELLES	04 Jan 1978		04 Jan 2027	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 16: Paper and paper articles, cardboard and cardboard articles including wine labels, mats for beer glasses, paper serviettes, paper bags and paper sachets for holding sugar; stationery; printed publications, printed matter; photographs	
1208(c)	SOUTHERN SUN HOTELS & 3 Half Suns logo	21	Registered	SEYCHELLES	04 Jan 1978		04 Jan 2027	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 21: Small domestic utensils and containers including crockery; glassware, porcelain and earthenware	
1208(d)	SOUTHERN SUN HOTELS & 3 Half Suns logo	24	Registered	SEYCHELLES	04 Jan 1978		04 Jan 2027	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 24: Bed and table covers; textile articles not in the piece, and including towels and linen	
1208(e)	SOUTHERN SUN HOTELS & 3 Half Suns logo	29	Registered	SEYCHELLES	04 Jan 1978		04 Jan 2027	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 29: Meat, fish, poultry and game; meat extracts; preserved, dried and cooked fruits and vegetables; jellies, jams, eggs, milk and other dairy products; edible oils and fats; preserves, pickles	
1208(f)	SOUTHERN SUN HOTELS & 3 Half Suns logo	30	Registered	SEYCHELLES	04 Jan 1978		04 Jan 2027	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 30: Coffee, tea, cocoa, sugar, rice, tapioca, sago, coffee substitutes; flour and preparations made from cereals; bread, biscuits, cakes, pastry and confectionery, ices; honey, treacle, yeast, baking powder; salt, mustard, pepper, vinegar, sauces, spices; ice	
10831	STAYEASY	43	Registered	SEYCHELLES	22 Apr 2013	17 Mar 2015	22 Apr 2023	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.	







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10830	SUN 1	43	Registered	SEYCHELLES	22 Apr 2013	17 Mar 2015	22 Apr 2023	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.	
2000/18919	3 Half Suns logo (SOUTHERN SUN) (2000) (colour)	41	Registered	SOUTH AFRICA	21 Sep 2000	17 May 2006	21 Sep 2030	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education; providing of training; entertainment; sporting and cultural activities	
2000/18920	3 Half Suns logo (SOUTHERN SUN) (2000) (colour)	42	Registered	SOUTH AFRICA	21 Sep 2000	07 Jul 2006	21 Sep 2030	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 42: Hotel, hotel management and administration; tourist hostels; accommodation bureaux and services; tourist and travel agencies, all for reserving accommodation at hotels, boarding houses and the like; hire of bedding, linen, crockery, and the like; bars and associated services; restaurants, snack bars, cafeterias, road-houses, canteens, fast-food outlets; food and beverage services; catering services, and all other services included in this class concerned with the provision of foods and beverages for human consumption; services of a personal nature rendered to meet individual requirements included in this class; providing facilities for expositions, exhibitions, conferences, seminars and the like; services of all kinds included in this class concerned with or relating to shopping, commercial, office, entertainment and conference complexes and centres	
1972/01354	3 Half Suns logo (SOUTHERN SUN) (2001)	35	Registered	SOUTH AFRICA	28 Feb 1972		28 Feb 2022	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 35: Advertising and promotional services; services associated with business and including the reservation of lodging and accommodation, management	




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1972/01355	3 Half Suns logo (SOUTHERN SUN) (2001)	39	Registered	SOUTH AFRICA	28 Feb 1972	28 Feb 2022	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 39: Transportation including hiring and leasing of vehicles, planning, arrangement and execution of tours and sight-seeing expeditions	
1972/01356	3 Half Suns logo (SOUTHERN SUN) (2001)	42	Registered	SOUTH AFRICA	28 Feb 1972	28 Feb 2022	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 42: Bars, bottle stores and off-sales; bottle exchanges; cafeterias; canteens; restaurants; snack bars; catering; food and beverage services; hotels; hotel management; tourists' hostels; accommodation bureaux and services, tourist and travel agents, all for reserving accommodation at hotels, boarding houses and the like; hire of bedding, linen, crockery and the like	
1980/03294	3 Half Suns logo (SOUTHERN SUN) (2001)	16	Registered	SOUTH AFRICA	26 May 1980	26 May 2030	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 16: Paper and paper articles, cardboard and cardboard articles; printed matter, newspapers and periodicals, books, book-binding material, photographs, stationery, adhesive materials (stationery), artists materials, paint brushes, typewriters and office requisites (other than furniture), instructional and teaching material (other than apparatus), playing cards, (printers') type and cliches (stereotype)	
1980/03303	3 Half Suns logo (SOUTHERN SUN) (2001)	25	Registered	SOUTH AFRICA	26 May 1980	26 May 2030	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 25: Clothing, including boots, shoes and slippers	
1980/03306	3 Half Suns logo (SOUTHERN SUN) (2001)	28	Registered	SOUTH AFRICA	26 May 1980	26 May 2030	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 28: Games and playthings; gymnastic and sporting articles (except clothing); ornaments and decorations for Christmas trees	
1980/03313	3 Half Suns logo (SOUTHERN SUN) (2001)	36	Registered	SOUTH AFRICA	26 May 1980	26 May 2030	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 36: Insurance and financial	

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1980/03315	3 Half Suns logo (SOUTHERN SUN) (2001)	38	Registered	SOUTH AFRICA	26 May 1980		26 May 2030	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 38: Communication	
1980/03317	3 Half Suns logo (SOUTHERN SUN) (2001)	41	Registered	SOUTH AFRICA	26 May 1980		26 May 2030	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education and entertainment	
1983/06959	3 Half Suns logo (SOUTHERN SUN) (2001)	33	Registered	SOUTH AFRICA	29 Sep 1983		29 Sep 2023	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 33: Wines	
2012/05144	54 ON BATH	41	Registered	SOUTH AFRICA	28 Feb 2012	26 Sep 2014	28 Feb 2022	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education; providing of training; entertainment; sporting and cultural activities.	
2012/05145	54 ON BATH	43	Registered	SOUTH AFRICA	28 Feb 2012	26 Sep 2014	28 Feb 2022	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.	
1997/16352	BEACON ISLAND	41	Registered	SOUTH AFRICA	28 Oct 1997	20 Mar 2001	28 Oct 2027	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education, providing of training; entertainment; sporting and cultural activities	



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1997/16353	BEACON ISLAND	43	Registered	SOUTH AFRICA	28 Oct 1997	20 Mar 2001	28 Oct 2027	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Hotel, hotel management and administration; tourist hostels; accommodation bureaux and services; tourist and travel agencies, all for reserving accommodation at hotels, boarding houses and the like; hire of bedding, linen, crockery, and the like; bars and associated services; restaurants; snack bars, cafeterias, road-houses, canteens, fast-food outlets; food and beverage services; catering services, and all other services included in this class concerned with the provision of foods and beverages for human consumption; services of a personal nature rendered to meet individual requirements included in this class; providing facilities for expositions, exhibitions, conferences, seminars and the like; services of all kinds included in this class concerned with or relating to shopping, commercial office, entertainment and conference complexes and centres
2005/18227	Best Hotels. Best Rates. Guaranteed.	39	Registered	SOUTH AFRICA	01 Sep 2005	26 Jan 2009	01 Sep 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 39: Transport; packaging and storage of goods; travel arrangement
2005/18228	Best hotels. Best rates. Guaranteed.	43	Registered	SOUTH AFRICA	01 Sep 2005	26 Jan 2009	01 Sep 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation
2008/12910	BEVERLY HILLS	41	Registered	SOUTH AFRICA	05 Jun 2008	15 Oct 2010	05 Jun 2028	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education; providing of training; entertainment; sporting and cultural activities
2008/12911	BEVERLY HILLS	43	Registered	SOUTH AFRICA	05 Jun 2008	15 Oct 2010	05 Jun 2028	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation

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2003/05193	BEVERLY HILLS HOTEL BH logo	41	Registered	SOUTH AFRICA	28 Mar 2003	10 May 2010	28 Mar 2023	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education; providing of training; entertainment; sporting and cultural activities	
2003/05194	BEVERLY HILLS HOTEL BH logo	43	Registered	SOUTH AFRICA	28 Mar 2003	10 May 2010	28 Mar 2023	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Hotels, hotel management and administration; tourist hostels, accommodation bureaux and services; tourist and travel agencies all for reserving accommodation at hotels, boarding houses and the like; bars and associated services; restaurants; snack bars; cafeterias; road-houses; canteens; fast-food outlets; food and beverage services; catering services; and all other services included in this class concerned with the provision of foods and beverages for human consumption	
1995/17095	BEVERLY HILLS SUN	41	Registered	SOUTH AFRICA	28 Dec 1995	11 Dec 1998	28 Dec 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education; providing of training; entertainment; sporting and cultural activities	

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1995/17096	BEVERLY HILLS SUN	42	Registered	SOUTH AFRICA	28 Dec 1995	11 Dec 1998	28 Dec 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 42: Hotel, hotel management and administration, tourist hostels; accomodation bureaux and services; tourist and travel agencies, all for serving accomodation at hotels, boarding houses and the like; hire of bedding, linen, crockery, and the like; bars and associated services; restaurants, snack bars, cafeterias, road-houses, canteens, fast-food outlets; foods and beverage services; catering services; and all other services included in this class concerned with the provision of foods and beverages for human consumption; services of a personal nature rendered to meet individual requirements included in this class; retail, wholesale, merchandising and mail order services; providing facilities for expositions, exhibitions, conferences, seminars and the like; services of all kinds included in this class concerned with or relating to shopping, commercial office, entertainment and conference complexes and centres
1972/02587	CABANA BEACH	42	Registered	SOUTH AFRICA	10 May 1972		10 May 2022	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 42: Hotel, motel, boarding, lodging and catering services; bars, cafes, clubs, snack-bars, restaurants, canteens and cafeterias, included in this class
1997/16351	CABANA BEACH	41	Registered	SOUTH AFRICA	28 Oct 1997	20 Mar 2001	28 Oct 2027	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education; providing of training; entertainment; sporting and cultural activities
2015/17537	CAFÉ BRU	41	Accepted	SOUTH AFRICA	01 Jul 2015			SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education; providing of training; entertainment; sporting and cultural activities.

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2015/17538	CAFÉ BRU	43	Accepted	SOUTH AFRICA	01 Jul 2015			SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.
2011/07276	CAFE ESTORIL	43	Registered	SOUTH AFRICA	29 Mar 2011	21 Nov 2012	29 Mar 2031	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation
1982/07012	CAPE SUN	42	Registered	SOUTH AFRICA	08 Sep 1982		08 Sep 2022	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 42: Bars, bottle exchanges; cafeterias; canteens; restaurants; snack bars; catering; food and beverage services; hotels, hotel management; tourists' hostels; accommodation bureaux and services, tourist and travel agents, all for reserving accommodation at hotels, boarding houses and the like; hire of bedding, linen, crockery and the like
2022/02127	CONNEXION	41	Pending / Filed	SOUTH AFRICA	24 Jan 2022			SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education; providing of training; entertainment; sporting and cultural activities; organization of meetings and conferences
2022/02128	CONNEXION	43	Pending / Filed	SOUTH AFRICA	24 Jan 2022			SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation; rental of meeting rooms and facilities
2011/07275	CORAL REEF	43	Registered	SOUTH AFRICA	29 Mar 2011	21 Nov 2012	29 Mar 2031	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation
1995/17097	DRAKENSBERG SUN	41	Registered	SOUTH AFRICA	28 Dec 1995	08 Oct 1998	28 Dec 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education, providing of training; entertainment; sporting and cultural activities

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1995/17098	DRAKENSBERG SUN	42	Registered	SOUTH AFRICA	28 Dec 1995	08 Oct 1998	28 Dec 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 42: Hotel, hotel management and administration, tourist hostels; accommodation bureaux and services; tourist and travel agencies, all for reserving accommodation at hotels, boarding houses and the like; bars and associated services; restaurants, snack bars, cafeterias, road-houses, canteens, fast-food outlets; foods and beverages for human consumption; services of a personal nature rendered to meet individual requirements included in this class; retail, wholesale, merchandising and mail order services; providing facilities for expositions, exhibitions, conferences, seminars and the like; services of all kinds included in this class concerned with or relating to shopping, commercial office, entertainment and conference complexes and centres
1972/02608	ELANGENI	42	Registered	SOUTH AFRICA	10 May 1972		10 May 2022	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 42: Bars, bottle exchanges; cafeterias; canteens; restaurants; snack bars; catering; food and beverage services; hotels; hotel management; tourists' hostels; accommodation bureaux and services, tourist and travel agents, all for reserving accommodation at hotels, boarding houses and the like; hire of bedding, linen, crockery and the like
2017/03234	ELANGENI & MAHARANI	41	Registered	SOUTH AFRICA	06 Feb 2017	19 Dec 2018	06 Feb 2027	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education; providing of training; entertainment; sporting and cultural activities

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2017/03235	ELANGENI & MAHARANI	43	Registered	SOUTH AFRICA	06 Feb 2017	19 Dec 2018	06 Feb 2027	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation
1996/05491	EQUINOX	16	Registered	SOUTH AFRICA	25 Apr 1996	09 Mar 1999	25 Apr 2026	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 16: Printed matter and publications including magazines
2016/08945	FOLLOW THE SUN	41	Registered	SOUTH AFRICA	04 Apr 2016	18 Jun 2019	04 Apr 2026	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education; providing of training; entertainment; sporting and cultural activities.
2016/08946	FOLLOW THE SUN	43	Registered	SOUTH AFRICA	04 Apr 2016	18 Jun 2019	04 Apr 2026	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.
2012/08046	FOOD AND DREAMS	16	Registered	SOUTH AFRICA	29 Mar 2012	06 Jan 2014	29 Mar 2022	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 16: Paper, cardboard and goods made from these materials, not included in other classes; printed matter; book binding material; photographs; stationery; adhesives for stationery or household purposes; artists' materials; paint brushes; typewriters and office requisites (except furniture); instructional and teaching material (except apparatus); plastic materials for packaging (not included in other classes); printers' type; printing blocks.



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1992/11203	FREQUENT GUEST	16	Registered	SOUTH AFRICA	21 Dec 1992	21 Dec 2022	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 16: Paper and paper articles, cardboard and cardboard articles; printed matter, newspapers and periodicals, books; book-binding material; photographs; stationery, adhesive materials (stationery); artists' materials; paint brushes; typewriters and office requisites (other than furniture); instructional and teaching material (other than apparatus); playing cards; printers' type and cliches (stereo-type)
1992/11204	FREQUENT GUEST	36	Registered	SOUTH AFRICA	21 Dec 1992	21 Dec 2022	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 36: Insurance and financial
1992/11205	FREQUENT GUEST	42	Registered	SOUTH AFRICA	21 Dec 1992	21 Dec 2022	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 42: Bars, bottle stores and off-sales; bottle exchanges; hotels, hotel management; motels, tourists' hostels, accommodation bureaux and services; tourist and travel agents, all for reserving accommodation at hotels, boarding houses, and the like; restaurants, snack bars, cafeterias, road-houses, canteens, fast-food outlets; catering services; and all other services included in this class concerned with the provision of foods and beverages for human consumption; arranging, hiring and providing facilities for exhibitions, expositions, meetings, seminars and functions of all kinds

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1992/01417	GARDEN COURT	42	Registered	SOUTH AFRICA	20 Feb 1992		20 Feb 2022	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 42: Bars, bottle stores and off-sales; bottle exchanges; hotels; hotel management; motels, tourists' hostels, accomodation bureau and services, tourist and travel agents, all for reserving accomodation at hotels, boarding houses and the like; restaurants, snack bars, cafeterias, road-houses, canteens, fast-food outlets, catering services and all other services included in this class concerned with the provision of the foods and beverages for human consumption; services included in this class concerned with or relating to the arrangement of and the provision of facilities for expositions, exhibitions, trade fairs and the like	
2005/08669	GARDEN COURT logo	39	Registered	SOUTH AFRICA	03 May 2005		03 May 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 39: Transport; packaging and storage of goods; travel arrangement	
2005/08670	GARDEN COURT logo	43	Registered	SOUTH AFRICA	03 May 2005	19 Nov 2008	03 May 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation	
1992/11256	GOOD VALUE SLEEP EASY	42	Registered	SOUTH AFRICA	22 Dec 1992		22 Dec 2022	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 42: Hotels, hotel management, motels, tourists' hostels, accomodation bureaux and services; tourist and travel agents, all for reserving accomodation at hotels, boarding houses, and the like; and all services included in this class concerned with the provision of foods and beverages for human consumption	
2006/00049	GREAT STAY. GREAT DAY	43	Registered	SOUTH AFRICA	03 Jan 2006	16 Feb 2009	03 Jan 2026	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation	

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2011/07274	INDIGO BAY	43	Registered	SOUTH AFRICA	29 Mar 2011	21 Nov 2012	29 Mar 2031	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation
2013/23494	JEERA	43	Registered	SOUTH AFRICA	27 Aug 2013	27 Feb 2015	27 Aug 2023	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.
2012/15682	LEVEL FOUR	43	Registered	SOUTH AFRICA	13 Jun 2012	27 Jun 2014	13 Jun 2022	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.
2012/15683	LEVEL FOUR RESTAURANT	43	Registered	SOUTH AFRICA	13 Jun 2012	27 Jun 2014	13 Jun 2022	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.
1984/07851	LINGELA	42	Registered	SOUTH AFRICA	05 Sep 1984		05 Sep 2024	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 42: Bars, restaurants, snack bars, coffee shops, cafeterias, road-houses, canteens, fast-food outlets; catering services, and all other services included in this class concerned with the provision of foods and beverages for human consumption; hotels, hotel management, tourists' hostels; accommodation bureaux and services
2012/23735	MAHARANI	41	Registered	SOUTH AFRICA	31 Aug 2012	24 Jun 2015	31 Aug 2022	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education; providing of training; entertainment; sporting and cultural activities.
2012/23736	MAHARANI	43	Registered	SOUTH AFRICA	31 Aug 2012	24 Jun 2015	31 Aug 2022	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.
2013/12397	OCEAN BREEZE	43	Pending / Filed	SOUTH AFRICA	10 May 2013			SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.

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2013/12398	PANORAMA BAR	43	Registered	SOUTH AFRICA	10 May 2013	13 Mar 2015	10 May 2023	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.	
2013/29865	PARK STATION INN logo	41	Registered	SOUTH AFRICA	25 Oct 2013	27 Aug 2015	25 Oct 2023	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education; providing of training; entertainment; sporting and cultural activities.	
2013/29866	PARK STATION INN logo	43	Registered	SOUTH AFRICA	25 Oct 2013	27 Aug 2015	25 Oct 2023	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.	
2017/03250	PEPPA	43	Registered	SOUTH AFRICA	06 Feb 2017	16 May 2019	06 Feb 2027	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation	
1997/16354	RIVERSIDE SUN	41	Registered	SOUTH AFRICA	28 Oct 1997	13 Feb 2001	28 Oct 2027	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education, providing of training; entertainment; sporting and cultural activities	

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SOUTHERN SUN AFRICA**



1997/16355	RIVERSIDE SUN	42	Registered	SOUTH AFRICA	28 Oct 1997	20 Mar 2001	28 Oct 2027	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 42: Hotel, hotel management and administration; tourist hostels; accommodation bureaux services; tourist and travel agencies, all for reserving accommodation at hotels, boarding houses and the like; hire of bedding, linen, crockery, and the like; bars and associated services; restaurants; snack bars, cafeterias, road-houses, canteens, fast-food outlets; food and beverage services; catering services, and all other services included in this class concerned with the provision of foods and beverages for human consumption; services of a personal nature rendered to meet individual requirements included in this class; retail, wholesale, merchandising and mail order services; providing facilities for expositions, exhibitions, conferences, seminars and the like; services of all kinds included in this class concerned with or relating to shopping, commercial office, entertainment and conference complexes and centres
1995/17101	SABI RIVER SUN	41	Registered	SOUTH AFRICA	28 Dec 1995	08 Oct 1998	28 Dec 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education, providing of training; entertainment; sporting and cultural activities

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1995/17102	SABI RIVER SUN	42	Registered	SOUTH AFRICA	28 Dec 1995	08 Oct 1998	28 Dec 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 42: Hotel, hotel management and administration, tourist hostels; accommodation bureaux and services; tourist and travel agencies, all for reserving accommodation at hotels, boarding houses and the like; bars and associated services; restaurants, snack bars, cafeterias, road-houses, canteens, fast-food outlets; foods and beverages for human consumption; services of a personal nature rendered to meet individual requirements included in this class; retail, wholesale, merchandising and mail order services; providing facilities for expositions, exhibitions, conferences, seminars and the like; services of all kinds included in this class concerned with or relating to shopping, commercial office, entertainment and conference complexes and centres
1992/04068	SANDTON SUN & TOWERS	42	Registered	SOUTH AFRICA	18 May 1992		18 May 2022	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 42: Bars, bottle stores and off-sales; bottle exchanges; hotels, hotel management; motels, tourists' hostels, accommodation bureaux and services; tourist and travel agents, all for reserving accommodation at hotels, boarding houses and the like; restaurants, snack bars, cafeterias, roadhouses, canteens, fast food outlets; catering services; and all other services included in this class concerned with the provision of foods and beverages for human consumption; arranging, hiring and providing facilities for expositions, exhibitions and the like

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SOUTHERN SUN AFRICA**



2008/26534	SIGNATURE CONFERENCES	41	Registered	SOUTH AFRICA	11 Nov 2008	03 Jun 2011	11 Nov 2028	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education; providing of training; entertainment; sporting and cultural activities, but excluding wine tasting
1985/05455	SOUTHERN INNS	16	Registered	SOUTH AFRICA	29 Jul 1985		29 Jul 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 16: Paper and paper articles, cardboard and cardboard articles; printed matter, newspapers and periodicals, books; book-binding material; photographs; stationery, adhesive materials (stationery); artists' materials; paint brushes; typewriters and office requisites (other than furniture); instructional and teaching material (other than apparatus); playing cards; printers' type and cliches (stereotype)
1985/05457	SOUTHERN INNS	42	Registered	SOUTH AFRICA	29 Jul 1985		29 Jul 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 42: Retail, wholesale, marketing, distributing, hiring, leasing, mail order and indent agency services of all kinds; bars, bottle stores and off-sales; bottle exchanges; hotels, hotel management; motels, tourists' hostels, accommodation bureaux and services, tourist and travel agents, all for reserving accommodation at hotels, boarding houses, and the like; restaurants, snack bars, cafeterias, road-houses, canteens, fast-food outlets; catering services, and all other services included in this class concerned with the provisions of foods and beverages for human consumption; arranging, hiring and providing facilities for expositions, exhibitions, and the like
1972/01351	SOUTHERN SUN	35	Registered	SOUTH AFRICA	28 Feb 1972		28 Feb 2022	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 35: Advertising and promotional services; services associated with business and including the reservation of lodging and accommodation, management

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SOUTHERN SUN AFRICA**



1972/01352	SOUTHERN SUN	39	Registered	SOUTH AFRICA	28 Feb 1972	28 Feb 2022	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 39: Transportation including hiring and leasing of vehicles, planning, arrangement and execution of tours and sight-seeing expeditions
1972/01353	SOUTHERN SUN	42	Registered	SOUTH AFRICA	28 Feb 1972	28 Feb 2022	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 42: Bars, bottle stores and off-sales; bottle exchanges; cafeterias; restaurants; snack bars; catering; food and beverage services; hotels; hotel management; tourists' hostels; accommodation bureaux and services, tourist and travel agents, all for reserving accommodation at hotels, boarding houses and the like; hire of bedding, linen, crockery and the like
1980/03256	SOUTHERN SUN	16	Registered	SOUTH AFRICA	26 May 1980	26 May 2030	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 16: Paper and paper articles, cardboard and cardboard articles; printed matter, newspapers and periodicals, books, book-binding materials, photographs, stationery, adhesive materials (stationery), artists materials, paint brushes, typewriters and office requisites (other than furniture), instructional and teaching material (other than apparatus), playing cards, (printers) type and cliches (stereotype)
1980/03265	SOUTHERN SUN	25	Registered	SOUTH AFRICA	26 May 1980	26 May 2030	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 25: Clothing, including boots, shoes and slippers
1980/03268	SOUTHERN SUN	28	Registered	SOUTH AFRICA	26 May 1980	26 May 2030	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 28: Games and playthings; gymnastic and sporting articles (except clothing); ornaments and decorations for Christmas trees
1980/03275	SOUTHERN SUN	36	Registered	SOUTH AFRICA	26 May 1980	26 May 2030	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 36: Insurance and financial

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1980/03277	SOUTHERN SUN	38	Registered	SOUTH AFRICA	26 May 1980	26 May 2030	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 38: Communication	
1983/06958	SOUTHERN SUN	33	Registered	SOUTH AFRICA	29 Sep 1983	29 Sep 2023	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 33: Wines	
1985/04936	SOUTHERN SUN	31	Registered	SOUTH AFRICA	09 Jul 1985	09 Jul 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 31: Roses	
1974/00670	SOUTHERN SUN & 3 Half Suns logo (1974)	16	Registered	SOUTH AFRICA	11 Feb 1974	11 Feb 2024	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 16: Paper and paper articles; cardboard and cardboard articles; printed matter, newspaper and periodicals, books; book-binding material; photographs; stationery; adhesive materials (stationery); artists' materials, paint brushes; typewriters and office requisites (other than furniture); instructional and teaching material (other than apparatus); playing cards; (printers) type and cliches (stereotype)	
1974/00671	SOUTHERN SUN & 3 Half Suns logo (1974)	21	Registered	SOUTH AFRICA	11 Feb 1974	11 Feb 2024	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 21: Small domestic utensils and containers (not of precious metals, or coated therewith); combs and sponges; brushes (other than paint brushes); brushmaking material; instruments and material for cleaning purposes; steelwool; unworked or semi-worked glass (excluding glass used in building); glassware, porcelain and earthenware, not included in other classes	

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1974/00672	SOUTHERN SUN & 3 Half Suns logo (1974)	29	Registered	SOUTH AFRICA	11 Feb 1974		11 Feb 2024	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 29: Meat, fish, poultry and game; meat extracts; preserved, dried and cooked fruits and vegetables; jellies, jams; eggs, milk and other dairy products; edible oils and fats; preserves, pickles	
1974/00673	SOUTHERN SUN & 3 Half Suns logo (1974)	30	Registered	SOUTH AFRICA	11 Feb 1974		11 Feb 2024	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 30: Rice, tapioca, sago, flour and preparations made from cereals (but excluding biscuits, cakes, pastry and confectionery); ices; honey, treacle, yeast, baking powder, salt, mustard, pepper, vinegar, sauces, spices, ice	
1974/00674	SOUTHERN SUN & 3 Half Suns logo (1974)	32	Registered	SOUTH AFRICA	11 Feb 1974		11 Feb 2024	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 32: Beer, ale and porter; mineral and aerated waters and other non-alcoholic drinks; syrups and other preparations for making beverages	
1974/00675	SOUTHERN SUN & 3 Half Suns logo (1974)	33	Registered	SOUTH AFRICA	11 Feb 1974		11 Feb 2024	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 33: Spirits and liqueurs	
1974/00676	SOUTHERN SUN & 3 Half Suns logo (1974)	34	Registered	SOUTH AFRICA	11 Feb 1974		11 Feb 2024	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 34: Tobacco, raw or manufactured; smokers' articles; matches	
2012/14527	SOUTHERN SUN DESTINATIONS CLUB	35	Registered	SOUTH AFRICA	01 Jun 2012	30 May 2014	01 Jun 2022	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 35: Advertising services; business and marketing consulting services; business management assistance; business management consulting	
2012/14528	SOUTHERN SUN DESTINATIONS CLUB	36	Registered	SOUTH AFRICA	01 Jun 2012	30 May 2014	01 Jun 2022	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 36: financial and monetary affairs including financing property and real estate development; real estate affairs; arranging of time share exchanges, arranging of time share holidays, leasing and time share management services and time share property management	

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2012/14529	SOUTHERN SUN DESTINATIONS CLUB	39	Registered	SOUTH AFRICA	01 Jun 2012	30 May 2014	01 Jun 2022	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 39: Travel arrangements
2012/14530	SOUTHERN SUN DESTINATIONS CLUB	41	Registered	SOUTH AFRICA	01 Jun 2012	30 May 2014	01 Jun 2022	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education; providing of training; entertainment; sporting and cultural activities
2012/14531	SOUTHERN SUN DESTINATIONS CLUB	43	Registered	SOUTH AFRICA	01 Jun 2012	30 May 2014	01 Jun 2022	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation
1995/16121	SOUTHERN SUN GROUP (HOTELS, INNS & RESORTS) logo (2001)	41	Registered	SOUTH AFRICA	06 Dec 1995	21 Jan 1999	06 Dec 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education, providing of training, entertainment; sporting and cultural activities



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1995/16122	SOUTHERN SUN GROUP (HOTELS, INNS & RESPORTS) logo (2001)	42	Registered	SOUTH AFRICA	06 Dec 1995	21 Jan 1999	06 Dec 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 42: Hotels, hotel management, motels, game lodges, tourists' hostels, homes and camps; provision of accommodation; booking and reservation services; restaurants, snack bars, cafeterias, road-houses, canteens, fast-food outlets; catering services and other services concerned with the provision of foods and beverages; hire of bedding, linen, crockery and the like; providing facilities for and at conferences, seminars, meetings, gatherings and functions of all kinds included in this class; time sharing services not included in other classes; services of a personal nature rendered to meet individual requirements included in this class; retail, wholesale, merchandising and mail order services; services included in this class concerned with or relating to shopping, commercial, office, entertainment and conference complexes and centres; services of all kinds not included in other classes concerned with or relating to outdoor activities and leisure pursuits	
1985/05456	SOUTHERN SUN INNS	39	Registered	SOUTH AFRICA	29 Jul 1985		29 Jul 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 39: Transportation and storage	
1995/16127	SOUTHERN SUN LEISURE INVESTMENTS logo (2001)	41	Registered	SOUTH AFRICA	06 Dec 1995	21 Jan 1999	06 Dec 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education, providing of training; entertainment; sporting and cultural activities	




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1995/16128	SOUTHERN SUN LEISURE INVESTMENTS logo (2001)	42	Registered	SOUTH AFRICA	06 Dec 1995	21 Jan 1999	06 Dec 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 42: Hotels, hotel management, motels, game lodges, tourists' hotels, homes and camps; provision of accommodation; booking and reservation services; restaurants, snack bars, cafeterias, road-houses, canteens, fast-food outlets; catering services and other services concerned with the provision of foods and beverages; hire of bedding, linen, crockery and the like; providing facilities for and at conferences, seminars, meetings, gatherings and functions of all kinds included in this class; time sharing services not included in other classes; services of a personal nature rendered to meet individual requirements included in this class; retail, wholesale, merchandising and mail order services; services included in this class concerned with or relating to shopping, commercial, office, entertainment and conference complexes and centres; services of all kinds not included in other classes concerned with or relating to outdoor activities and leisure pursuits	
2008/27809	SOUTHERN SUN LIFESTYLE RESORTS	43	Registered	SOUTH AFRICA	26 Nov 2008	09 Mar 2011	26 Nov 2028	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Hotels, hotel management and administration; tourist hostels, accommodation bureaux and services; tourist and travel agencies all for reserving accommodation at hotels, guest houses and the like; bars and associated services; restaurants; snack bars; cafeterias; road-houses; canteens; fast-food outlets; food and beverage services; catering services; and all other services included in this class concerned with the provision of foods and beverages for human consumption	





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1995/16123	SOUTHERN SUN RESORTS logo (2001)	41	Registered	SOUTH AFRICA	06 Dec 1995	21 Jan 1999	06 Dec 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education, providing of training; entertainment; sporting and cultural activities	
1995/16124	SOUTHERN SUN RESORTS logo (2001)	42	Registered	SOUTH AFRICA	06 Dec 1995	21 Jan 1999	06 Dec 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 42: Hotels, hotel management, motels, game lodges, tourists' hostels, homes and camps; provision of accommodation; booking and reservation services; restaurants, snack bars, cafeterias, road-houses, canteens, fast-food outlets; catering services and other services concerned with the provision of foods and beverages; hire of bedding, linen, crockery and the like; providing facilities for and at conferences, seminars, meetings, gatherings and functions of all kinds included in this class; time sharing services not included in other classes; services of a personal nature rendered to meet individual requirements included in this class; retail, wholesale, merchandising and mail order services; services included in this class concerned with or relating to shopping, commercial, office, entertainment and conference complexes and centres; services of all kinds not included in other classes concerned with or relating to outdoor activities and leisure pursuits	
2013/03421	SOUTHERN SUN THE DESTINATIONS CLUB logo	35	Registered	SOUTH AFRICA	11 Feb 2013	30 Jan 2015	11 Feb 2023	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 35: Advertising services; business and marketing consulting services; business management assistance; business management consulting	



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2013/03422	SOUTHERN SUN THE DESTINATIONS CLUB logo	36	Registered	SOUTH AFRICA	11 Feb 2013	30 Jan 2015	11 Feb 2023	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 36: financial and monetary affairs including financing property and real estate development; real estate affairs; arranging of time share exchanges, arranging of time share holidays, leasing and time share management services and time share property management	
2013/03423	SOUTHERN SUN THE DESTINATIONS CLUB logo	39	Registered	SOUTH AFRICA	11 Feb 2013	30 Jan 2015	11 Feb 2023	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 39: Travel arrangements	
2013/03424	SOUTHERN SUN THE DESTINATIONS CLUB logo	41	Registered	SOUTH AFRICA	11 Feb 2013	30 Jan 2015	11 Feb 2023	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education; providing of training; entertainment; sporting and cultural activities	
2013/03425	SOUTHERN SUN THE DESTINATIONS CLUB logo	43	Registered	SOUTH AFRICA	11 Feb 2013	30 Jan 2015	11 Feb 2023	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation	
2021/02175	SOUTHERN SUN THE MARINE	39	Pending / Filed	SOUTH AFRICA	28 Jan 2021			SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 39: Transport; packaging and storage of goods; travel arrangements	
2021/02176	SOUTHERN SUN THE MARINE	41	Pending / Filed	SOUTH AFRICA	28 Jan 2021			SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education; providing of training; entertainment; sporting and cultural activities	
2021/02177	SOUTHERN SUN THE MARINE	43	Pending / Filed	SOUTH AFRICA	28 Jan 2021			SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation	
2005/18225	southernsun.co m	39	Registered	SOUTH AFRICA	01 Sep 2005	26 Jan 2009	01 Sep 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 39: Transport; packaging and storage of goods; travel arrangement	

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2005/18226	southernsun.co m	43	Registered	SOUTH AFRICA	01 Sep 2005	26 Jan 2009	01 Sep 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation	
2013/29874	SOUTHGATE INN logo	41	Registered	SOUTH AFRICA	25 Oct 2013	30 Jul 2015	25 Oct 2023	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education; providing of training; entertainment; sporting and cultural activities.	
2013/29875	SOUTHGATE INN logo	43	Registered	SOUTH AFRICA	25 Oct 2013	30 Jul 2015	25 Oct 2023	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.	
2010/08392	SPA logo	44	Pending / Filed	SOUTH AFRICA	21 Apr 2010			SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 44: Medical services; veterinary services; hygienic and beauty care for human beings or animals; agriculture, horticulture and forestry services; health and medical spa services	
1992/11257	STAY DOUBLE PAY SINGLE	42	Registered	SOUTH AFRICA	22 Dec 1992		22 Dec 2022	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 42: Hotels, hotel management, motels, tourists' hostels, accommodation bureaux and services; tourist and travel agents, all for reserving accommodation at hotels, boarding houses, and the like; and all services included in this class concerned with the provision of foods and beverages for human consumption	

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2005/23338	STAYEASY	43	Registered	SOUTH AFRICA	31 Oct 2005	31 Aug 2009	31 Oct 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Hotels, hotel management and administration; tourist hostels, accommodation bureaux and services; tourist and travel agencies all for reserving accommodation at hotels, boarding houses and the like; bars and associated services; restaurants; snack bars; cafeterias; road-houses; canteens; fast-food outlets; food and beverage services; catering services; and all other services included in this class concerned with the provision of foods and beverages for human consumption
1974/00741	SUN & 3 Half Suns logo (2001)	16	Registered	SOUTH AFRICA	12 Feb 1974		12 Feb 2024	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 16: Paper and paper articles, cardboard and cardboard articles, printed matter, newspapers and periodicals, books
2012/25586	SUN 1	41	Registered	SOUTH AFRICA	20 Sep 2012	29 Aug 2014	20 Sep 2022	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education; providing of training; entertainment; sporting and cultural activities.
2012/25587	SUN 1	43	Registered	SOUTH AFRICA	20 Sep 2012	29 Aug 2014	20 Sep 2022	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.
1985/05452	SUN INNS	16	Registered	SOUTH AFRICA	29 Jul 1985		29 Jul 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 16: Paper and paper articles, cardboard and cardboard articles; printed matter, newspapers and periodicals, books; bookbinding material; photographs; stationery, adhesive materials (stationery); artists' materials, paint brushes; typewriters and office requisites (other than furniture); instructional and teaching material (other than apparatus); playing cards; (printers') type and cliches (stereotype)



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1985/05453	SUN INNS	39	Registered	SOUTH AFRICA	29 Jul 1985		29 Jul 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 39: Transportation and storage
1985/05454	SUN INNS	42	Registered	SOUTH AFRICA	29 Jul 1985		29 Jul 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 42: Retail, wholesale, marketing, distributing, hiring, leasing, mail order, indent agency and merchandising services of all kinds; bars, bottle stores and off-sales; bottle exchanges; hotels, hotel management; motels, tourists' hostel, accommodation bureaux and services, tourist and travel agents, all for reserving accommodation at hotels, boarding houses, and the like; restaurants, snack bars, cafeterias, road-houses, canteens, fast-foot outlets; catering services, and all other services included in this class concerned with the provision of foods and beverages for human consumption; arranging, hiring and providing facilities for expositions, exhibitions, and the like
2012/25584	SUN ONE	41	Registered	SOUTH AFRICA	20 Sep 2012	29 Aug 2014	20 Sep 2022	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education; providing of training; entertainment; sporting and cultural activities.
2012/25585	SUN ONE	43	Registered	SOUTH AFRICA	20 Sep 2012	29 Aug 2014	20 Sep 2022	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.
1981/01381	SUN SAVER	35	Registered	SOUTH AFRICA	02 Mar 1981		02 Mar 2031	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 35: Advertising and business
1981/01383	SUN SAVER	41	Registered	SOUTH AFRICA	02 Mar 1981		02 Mar 2031	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education and entertainment

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1981/01384	SUN SAVER	42	Registered	SOUTH AFRICA	02 Mar 1981		02 Mar 2031	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 42: Services relating to bars, bottle stores, and off-sales; bottle exchanges; cafeterias; canteens; restaurants; snack bars; catering, food and beverage services; hotels; hotel management; tourists' hostels; accommodation bureaux and services, tourist and travel agents, all for reserving accommodation at hotels, boarding houses and the like; hire of bedding, linen, crockery and the like
1995/13019	SUN SWOP	36	Registered	SOUTH AFRICA	29 Sep 1995		29 Sep 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 36: Insurance; financial affairs; monetary affairs; real estate affairs
1995/13020	SUN SWOP	42	Registered	SOUTH AFRICA	29 Sep 1995		29 Sep 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 42: Accommodation and hotel services including, but not limited to, the facilitation of the exchange of holiday accommodation and the arrangement and provision of holiday accommodation
1993/00004	SUNRANDS	36	Registered	SOUTH AFRICA	04 Jan 1993		04 Jan 2023	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 36: Insurance and financial
1993/00005	SUNRANDS	41	Registered	SOUTH AFRICA	04 Jan 1993		04 Jan 2023	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education and entertainment

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1993/00006	SUNRANDS	42	Registered	SOUTH AFRICA	04 Jan 1993		04 Jan 2023	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 42: Bars, bottle stores and off-sales; bottle exchanges; restaurants, snack bars, cafeterias, road-houses, canteens, fast-food outlets; catering services and all other services included in this class concerned with the provision of food and beverages for human consumption; hotels, hotel management; motels, tourist hostels, accommodation bureaux and services; tourist and travel agents, all for reserving accommodation at hotels, boarding houses and the like
1985/04604	SUNSEEKER HOLIDAYS	16	Registered	SOUTH AFRICA	28 Jun 1985		28 Jun 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 16: Paper, and paper articles, cardboard and cardboard articles; printer matter, newspapers and periodicals, books; bookbinding material; photographs; stationery, adhesive materials (stationery); artists' materials, paint brushes; typewriters and office requisites (other than furniture); instructional and teaching material (other than apparatus); playing cards; (printers') type and cliches (stereotype)
1985/04605	SUNSEEKER HOLIDAYS	39	Registered	SOUTH AFRICA	28 Jun 1985		28 Jun 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 39: Transportation and storage
1985/04606	SUNSEEKER HOLIDAYS	42	Registered	SOUTH AFRICA	28 Jun 1985		28 Jun 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 42: Miscellaneous; services not included in other classes
2004/20995	SunSquare	41	Registered	SOUTH AFRICA	18 Nov 2004	07 May 2010	18 Nov 2024	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education; providing of training; entertainment; sporting and cultural activities

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2004/20996	SunSquare	43	Registered	SOUTH AFRICA	18 Nov 2004	07 May 2010	18 Nov 2024	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation
2002/14560	THE GRAYSTON HOTEL	41	Registered	SOUTH AFRICA	20 Sep 2002	03 Mar 2008	20 Sep 2022	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education; providing of training; entertainment; sporting and cultural activities
2002/14561	THE GRAYSTON HOTEL	43	Registered	SOUTH AFRICA	20 Sep 2002	25 Feb 2008	20 Sep 2022	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation including hotels, tourists' hostels, accommodation bureaux and service, hotel management
2013/12396	THE GRILL JICHANA	43	Registered	SOUTH AFRICA	10 May 2013	27 Feb 2015	10 May 2023	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.
2003/14789	THE HOME OF THE HOLIDAY	39	Registered	SOUTH AFRICA	01 Sep 2003	04 Sep 2008	01 Sep 2023	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 39: Transport; packaging and storage of goods; travel arrangement
2003/14790	THE HOME OF THE HOLIDAY	41	Registered	SOUTH AFRICA	01 Sep 2003	04 Sep 2008	01 Sep 2023	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education; providing of training; entertainment; sporting and cultural activities
2003/14791	THE HOME OF THE HOLIDAY	43	Registered	SOUTH AFRICA	01 Sep 2003	04 Sep 2008	01 Sep 2023	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation
2007/06550	THE SEA WHISPERER	44	Registered	SOUTH AFRICA	28 Mar 2007	17 Feb 2010	28 Mar 2027	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 44: Medical services; veterinary services; hygienic and beauty care for human beings or animals; agriculture, horticulture and forestry services





**Trade Mark Listing for
SOUTHERN SUN AFRICA**



1982/07011	THE SUN	42	Registered	SOUTH AFRICA 08 Sep 1982	08 Sep 2022	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 42: Bars, bottle exchanges; cafeterias; canteens; restaurants; snack bars; catering; food and beverage services; hotels, hotel management; tourists' hostels; accommodation bureaux and services, tourist and travel agents, all for reserving accommodation at hotels, boarding houses and the like; hire of bedding, linen, crockery and the like
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Trade Mark Listing for
SOUTHERN SUN AFRICA

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1983/06955	Whale device	42	Registered	SOUTH AFRICA	29 Sep 1983		29 Sep 2023	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 42: Retail, wholesale and merchandising services; bars, bottle exchanges; cafeterias; canteens, restaurants; snack bars; catering; food and beverage services; hotels, hotel management and administration; tourist' hostels; accommodation bureaux and services, tourist and travel agents, all for reserving accommodation at hotels, boarding houses and the like; hire of bedding, linen, crockery and the like; specialised information services; services of a personal nature rendered to meet individual requirements included in this class	
2003/14447	WOZA BREAKS label	39	Registered	SOUTH AFRICA	26 Aug 2003	27 Jun 2008	26 Aug 2023	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 39: Transport; packaging and storage of goods; travel arrangement	
2003/14448	WOZA BREAKS label	41	Registered	SOUTH AFRICA	26 Aug 2003	27 Jun 2008	26 Aug 2023	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education; providing of training; entertainment; sporting and cultural activities	
2003/14449	WOZA BREAKS label	43	Registered	SOUTH AFRICA	26 Aug 2003	27 Jun 2008	26 Aug 2023	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation	
TZ/S/2013/267	GARDEN COURT	43	Registered	TANZANIA	25 Apr 2013	10 Oct 2014	25 Apr 2030	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.	
TZ/S/2013/269	SOUTHERN SUN	43	Registered	TANZANIA	25 Apr 2013	20 Aug 2015	25 Apr 2030	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.	




Trade Mark Listing for
SOUTHERN SUN AFRICA

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595	SOUTHERN SUN (HOTELS, INNS & RESORTS) label	42	Registered	TANZANIA	22 Sep 1997	03 Jan 2008	22 Sep 2024	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 42: Hotels, hotels management, motels game lodges tourists' hotels, homes and camps; provision of accommodation, booking reservation services; restaurants, snack bars, cafeterias, road-houses, canteens, fast-food outlets; catering services and other services concerned with the provision of foods and beverages; hire of bedding, linen, crockery and the like; providing facilities for and at conferences, seminars, meetings; gatherings and functions of all kinds including in this classes; time sharing services not included in other classes, services of a personal nature rendered to meet individual requirements included in this class; retail, wholesale, merchandising and mail order services; services included in this class concerned with or relating to shopping, commercial, office, entertainment and conference complexes and centres; services of all kinds not included in other classes concerned with or relating to outdoor activities and leisure pursuits	
SM 590	SOUTHERN SUN (HOTELS, INNS & RESORTS) label	41	Registered	TANZANIA	05 Sep 1997	22 Aug 2000	05 Sep 2024	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education; providing of training; entertainment; sporting and cultural activities	
TZ/S/2013/245	STAYEASY	43	Registered	TANZANIA	16 Apr 2013	22 Dec 2015	16 Apr 2030	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.	

Trade Mark Listing for
SOUTHERN SUN AFRICA

Adams & Adams

SM 592	SUN & 3 Half Suns device (1997)	42	Registered	TANZANIA	22 Sep 1997	28 Feb 2002	22 Sep 2024	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 42: Hotels, hotel management, motels, game lodges, tourists' hostels, homes and camps, provision of accommodation, booking and reservation services; restaurants, snack bars, cafeterias, road-houses, canteens, fast-food outlets; catering services and other services concerned with the provision of foods and beverages; hire of bedding linen, crockery and the like; providing facilities for and at conferences, seminars, meetings, gatherings and functions of all kinds included in this class; time sharing services not included in other classes, services of a personal nature rendered to meet individual requirements included in this class; retail, wholesale, merchandising and mail order services; services included in this class concerned with or relating to shopping commercial, office, entertainment and conference complexes and centres; services of all kinds not included in other classes concerned with or relating to outdoor activities and leisure pursuits.	
TZ/S/2013/268	SUN 1	43	Registered	TANZANIA	25 Apr 2013	28 Aug 2014	25 Apr 2030	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.	
58501	GARDEN COURT logo	39	Registered	UNITED ARAB EMIRATES	29 May 2005	13 Mar 2006	29 May 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 39: Transport; packaging and storage of goods; travel arrangement	
70028	GARDEN COURT logo	43	Registered	UNITED ARAB EMIRATES	29 May 2005	13 Mar 2006	29 May 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation	

Trade Mark Listing for SOUTHERN SUN AFRICA

64605	SOUTHERN SUN HOTELS & 3 Half Suns logo (2004)	43	Registered	UNITED ARAB EMIRATES	25 Oct 2004	14 Dec 2005	25 Oct 2024	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Hotels, hotel management and administration; tourist hostels, accommodation bureaux and services; tourist and travel agencies all for reserving accommodation at hotels, boarding houses and the like; all services excluding providing alcoholic services; restaurants; snack bars; cafeterias; road-houses; canteens; fast-food outlets; food and beverage services; catering services; and all other services included in this class concerned with the provision of foods and beverages for human consumption.	
70033	SOUTHERN SUN HOTELS & 3 Half Suns logo (2005)	39	Registered	UNITED ARAB EMIRATES	29 May 2005	14 Mar 2006	29 May 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 39: Transport; packaging and storage of goods; travel arrangement	
70034	SOUTHERN SUN HOTELS & 3 Half Suns logo (2005)	43	Registered	UNITED ARAB EMIRATES	29 May 2005	14 Mar 2006	29 May 2025	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation	
92816	SOUTHERN SUN in Arabic characters + 3 Half Suns logo	43	Registered	UNITED ARAB EMIRATES	24 Sep 2006	20 Jan 2009	24 Sep 2026	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.	
190694	STAYEASY	43	Registered	UNITED ARAB EMIRATES	24 Apr 2013	25 Nov 2015	24 Apr 2023	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.	
191571	SUN 1	43	Registered	UNITED ARAB EMIRATES	12 May 2013	22 Mar 2016	12 May 2023	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.	
2431121	SOUTHERN SUN	43	Registered	UNITED	29 Aug 2006	25 May 2007	29 Aug 2026	SOUTHERN SUN HOTEL INTERESTS	Class 43: Services for providing food	

& 3 Half Suns
horizontal logo



**Trade Mark Listing for
SOUTHERN SUN AFRICA**
KINGDOM

(PROPRIETARY) LIMITED




Trade Mark Listing for SOUTHERN SUN AFRICA

Adams & Adams

2106857	SOUTHERN SUN & 3 Half Suns logo (1972)	41, 42	Registered	UNITED KINGDOM	03 Aug 1996		03 Aug 2026	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Provision of swimming, sauna, gymnasium, racquet sports, golfing and water-sports facilities and services; provision of musical and cabaret entertainment services; gambling and casino service;; Class 42: Hotel restaurant and catering services; providing of food and drink; temporary accommodation	
1,051,022	3 Half Suns logo (SOUTHERN SUN)	35, 39, 42	Registered	UNITED STATES OF AMERICA	19 Oct 1976		19 Oct 2026	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 35: Retail liquor store services and hotel and convention management systems;; Class 39: Travel agency services;; Class 42: Bar, cafeteria, canteen, restaurant, snack bar, catering, hotel and tourist hotel services, rental of bedding, linen and crockery.	
1,051,023	SOUTHERN SUN (sf)	35, 39, 42	Registered	UNITED STATES OF AMERICA	19 Oct 1976		19 Oct 2026	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 35: Retail liquor store services and hotel and convention management systems;; Class 39: Travel agency services;; Class 42: Bar, cafeteria, canteen, restaurant, snack bar, catering, hotel and tourist hotel services, rental of bedding, linen and crockery.	
1166/2015	GARDEN COURT	16	Registered	ZAMBIA	01 Jul 2015	10 Feb 2017	01 Jul 2022	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 16: Paper and paper articles, cardboard and cardboard articles including wine labels, mats for beer glasses, paper serviettes, paper bags and paper sachets for holdings sugar; stationery; printed publications, printed matter; photographs included in class 16.	
819/2015	GARDEN COURT	08	Registered	ZAMBIA	01 Jul 2015	08 Feb 2016	01 Jul 2022	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 08: Cutlery, forks and spoons; hand tools and instruments included in class 8.	




**Trade Mark Listing for
SOUTHERN SUN AFRICA**



820/2015	GARDEN COURT	21	Registered	ZAMBIA	01 Jul 2015	08 Feb 2016	01 Jul 2022	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 21: Small domestic utensils and containers including crockery; glassware, porcelain and earthenware included in class 21.
821/2015	GARDEN COURT	29	Registered	ZAMBIA	01 Jul 2015	08 Feb 2016	01 Jul 2022	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 29: Meat, fish, poultry and game; meat extracts; preserved, dried and cooked fruits and vegetables; jellies, jams, eggs, milk and other dairy products; edible oils and fats; preserves, pickles included in class 29.
822/2015	GARDEN COURT	30	Registered	ZAMBIA	01 Jul 2015	08 Feb 2016	01 Jul 2022	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 30: Coffee, tea, cocoa, sugar, rice, tapioca, sago, coffee substitutes; flour and preparations made from cereals, bread, biscuits, cakes, pastry and confectionery, ices; honey, treacle; yeast, baking-powder; salt, mustard; pepper, vinegar, sauces; spices; ice included in class 30.
176/95	HOLIDAY INN GARDEN COURT logo	16	Registered	ZAMBIA	08 May 1995	08 May 1995	08 May 2030	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	
172/2017	SOUTHERN SUN	16	Registered	ZAMBIA	08 Feb 2017	06 Mar 2019	08 Feb 2024	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 16: Paper and cardboard; printed matter; bookbinding material; photographs; stationery and office requisites, except furniture; adhesives for stationery or household purposes; artists' and drawing materials; paintbrushes; instructional and teaching materials; plastic sheets, films and bags for wrapping and packaging; printers' type, printing blocks
174/2017	SOUTHERN SUN	08	Registered	ZAMBIA	08 Feb 2017	06 Mar 2019	08 Feb 2024	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 08: Hand tools and implements (hand-operated); cutlery; side arms; razors



Trade Mark Listing for
SOUTHERN SUN AFRICA



175/2017	SOUTHERN SUN	21	Registered	ZAMBIA	08 Feb 2017	11 Jan 2019	08 Feb 2024	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 21: Household or kitchen utensils and containers; combs and sponges; brushes, except paintbrushes; brush-making materials; articles for cleaning purposes; unworked or semi-worked glass, except building glass; glassware, porcelain and earthenware
176/2017	SOUTHERN SUN	29	Registered	ZAMBIA	08 Feb 2017	31 Oct 2019	08 Feb 2024	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 29: Meat, fish, poultry and game; meat extracts; preserved, frozen, dried and cooked fruits and vegetables; jellies, jams, compotes; eggs; milk and milk products; edible oils and fats
177/2017	SOUTHERN SUN	30	Registered	ZAMBIA	08 Feb 2017	31 Oct 2019	08 Feb 2024	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 30: Coffee, tea, cocoa and artificial coffee; rice; tapioca and sago; flour and preparations made from cereals; bread, pastries and confectionery; edible ices; sugar, honey, treacle; yeast, baking-powder; salt; mustard; vinegar, sauces (condiments); spices; ice
595/1997	SOUTHERN SUN (HOTELS, INNS & RESORTS) label	08	Registered	ZAMBIA	09 Sep 1997	26 Nov 2001	09 Sep 2032	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 08: Cutlery, forks and spoons; hand tools and instruments included in class 8. 
596/1997	SOUTHERN SUN (HOTELS, INNS & RESORTS) label	16	Registered	ZAMBIA	09 Sep 1997	26 Nov 2001	09 Sep 2032	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 16: Paper and paper articles, cardboard and cardboard articles including wine labels, mats for beer glasses, paper serviettes, paper bags and paper sachets for holdings sugar; stationery; printed publications, printed matter; photographs included in class 16. 
597/1997	SOUTHERN SUN (HOTELS, INNS & RESORTS) label	21	Registered	ZAMBIA	09 Sep 1997	29 Nov 2001	09 Sep 2032	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 21: Small domestic utensils and containers including crockery; glassware, porcelain and earthenware included in class 21. 

**Trade Mark Listing for
SOUTHERN SUN AFRICA**



598/1997	SOUTHERN SUN (HOTELS, INNS & RESORTS) label	29	Registered	ZAMBIA	09 Sep 1997	26 Nov 2001	09 Sep 2032	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 29: Meat, fish, poultry and game; meat extracts; preserved, dried and cooked fruits and vegetables; jellies, jams, eggs, milk and other dairy products; edible oils and fats; preserves, pickles included in class 29.	
599/1997	SOUTHERN SUN (HOTELS, INNS & RESORTS) label	30	Registered	ZAMBIA	09 Sep 1997	26 Nov 2001	09 Sep 2032	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 30: Coffee, tea, cocoa, sugar, rice, tapioca, sago, coffee substitutes; flour and preparations made from cereals, bread, biscuits, cakes, pastry and confectionery, ices; honey, treacle; yeast, baking-powder; salt, mustard; pepper, vinegar, sauces; spices; ice included in class 30.	
968/2015	STAYEASY	08	Registered	ZAMBIA	12 Aug 2015	12 Jul 2016	12 Aug 2022	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 08: Cutlery, forks and spoons; hand tools and instruments included in class 8.	
969/2015	STAYEASY	16	Registered	ZAMBIA	12 Aug 2015	12 Jul 2016	12 Aug 2022	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 16: Paper and paper articles, cardboard and cardboard articles including wine labels, mats for beer glasses, paper serviettes, paper bags and paper sachets for holding sugar; stationery; printed publications, printed matter; photographs included in class 16.	
980/2015	STAYEASY	21	Registered	ZAMBIA	12 Aug 2015	21 Sep 2016	12 Aug 2022	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 21: Small domestic utensils and containers including crockery; glassware, porcelain and earthenware included in class 21	

**Trade Mark Listing for
SOUTHERN SUN AFRICA**










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981/2015	STAYEASY	29	Registered	ZAMBIA	12 Aug 2015	21 Sep 2016	12 Aug 2022	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 29: Meat, fish, poultry and game; meat extracts; preserved, dried and cooked fruits and vegetables; jellies, jams, eggs, milk and other dairy products; edible oils and fats; preserves, pickles included in class 29.
982/2015	STAYEASY	30	Registered	ZAMBIA	12 Aug 2015	21 Sep 2016	12 Aug 2022	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 30: Coffee, tea, cocoa, sugar, rice, tapioca, sago, coffee substitutes; flour and preparations made from cereals, bread, biscuits, cakes, pastry and confectionery, ices; honey, treacle; yeast, baking-powder; salt, mustard; pepper, vinegar, sauces; spices; ice included in class 30.
ZN/S/2013/135	GARDEN COURT	43	Registered	ZANZIBAR	25 Apr 2013	22 Sep 2014	25 Apr 2023	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.
ZN/S/2013/133	SOUTHERN SUN	43	Registered	ZANZIBAR	25 Apr 2013	23 Apr 2014	25 Apr 2023	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.
ZN/S/2013/207	STAYEASY	43	Registered	ZANZIBAR	25 Apr 2013	23 Apr 2014	25 Apr 2023	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.
ZN/S/2013/134	SUN 1	43	Registered	ZANZIBAR	25 Apr 2013	11 Jun 2014	25 Apr 2023	SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.
2013/02635	SUN SQUARE METRO logo	41	Registered / Do not renew	SOUTH AFRICA	01 Feb 2013	24 Dec 2014	01 Feb 2023	SOUTHERN SUN AFRICA and SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 41: Education; providing of training; entertainment; sporting and cultural activities.










Trade Mark Listing for SOUTHERN SUN AFRICA

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2013/02636	SUN SQUARE METRO logo	43	Registered / Do not renew	SOUTH AFRICA	01 Feb 2013	24 Dec 2014	01 Feb 2023	SOUTHERN SUN AFRICA and SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation.	
BW/M/2015/006 87	SUN SQUARE and three half suns logo (2005)	41, 43	Registered	BOTSWANA	26 Aug 2015	24 Nov 2016	26 Aug 2025	SOUTHERN SUN AFRICA	Class 41: Education; providing of training; entertainment; sporting and cultural activities., Class 43: Services for providing food and drink; temporary accommodation.	
4882847	SUN SQUARE logo	43	Registered	CHINA	07 Sep 2005	14 Apr 2010	13 Apr 2030	SOUTHERN SUN AFRICA	Class 43: Services for providing food and drink; temporary accommodation	
4882848	SUN SQUARE logo	39	Registered	CHINA	07 Sep 2005	28 Jul 2009	27 Jul 2029	SOUTHERN SUN AFRICA	Class 39: Transport; packaging and storage of goods; travel arrangement	
175584	SUN SQUARE logo	39	Pending / Filed	EGYPT	23 May 2005			SOUTHERN SUN AFRICA	Class 39: Transport; packaging and storage of goods; travel arrangement	
175585	SUN SQUARE logo	43	Pending / Filed	EGYPT	23 May 2005			SOUTHERN SUN AFRICA	Class 43: Services for providing food and drink; temporary accommodation.	
39084	SUN SQUARE logo	39	Registered	GHANA	10 May 2005	09 Aug 2010	10 May 2025	SOUTHERN SUN AFRICA	Class 39: Transport; packaging and storage of goods; travel arrangement	
T306113	SUN SQUARE logo	43	Pending / Filed	GHANA	10 May 2005			SOUTHERN SUN AFRICA	Class 43: Services for providing food and drink; temporary accommodation.	
1417860	SUN SQUARE and three half suns logo (2005)	39, 42	Registered	INDIA	31 Jan 2006	09 Mar 2010	31 Jan 2026	SOUTHERN SUN AFRICA	Class 39: Transport; packaging and storage of goods; travel arrangement., Class 42: Providing of food and drink; temporary accommodation.	

Trade Mark Listing for SOUTHERN SUN AFRICA

1359670	SUN SQUARE logo	39, 42	Registered	INDIA	26 May 2005	31 Jul 2008	26 May 2025	SOUTHERN SUN AFRICA	Class 39: Transport; packaging and storage of goods; travel arrangement., Class 42: Providing of food and drink; temporary accommodation.	
7910	SUN SQUARE & 3 Half Suns logo (2005)	43	Pending / Filed	LIBYA	30 Jul 2006			SOUTHERN SUN AFRICA	Class 43: Services for providing food and drink; temporary accommodation	
7911	SUN SQUARE & 3 Half Suns logo (2005)	39	Pending / Filed	LIBYA	30 Jul 2006			SOUTHERN SUN AFRICA	Class 39: Transport; packaging and storage of goods; travel arrangement	
29364/2015	SUN SQUARE and three half suns logo (2005)	41	Registered	MOZAMBIQUE	12 Aug 2015	01 Aug 2016	12 Aug 2025	SOUTHERN SUN AFRICA	Class 41: Education; providing of training; entertainment; sporting and cultural activities.	
29365/2015	SUN SQUARE and three half suns logo (2005)	43	Registered	MOZAMBIQUE	12 Aug 2015	01 Aug 2016	12 Aug 2025	SOUTHERN SUN AFRICA	Class 43: Services for providing food and drink; temporary accommodation.	
NA/T/2015/1587	SUN SQUARE and three half suns logo (2005)	41	Registered	NAMIBIA	07 Aug 2015	03 Apr 2017	07 Aug 2025	SOUTHERN SUN AFRICA	Class 41: Education; providing of training; entertainment; sporting and cultural activities.	
NA/T/2015/1588	SUN SQUARE and three half suns logo (2005)	43	Registered	NAMIBIA	07 Aug 2015	03 Apr 2017	07 Aug 2025	SOUTHERN SUN AFRICA	Class 43: Services for providing food and drink; temporary accommodation.	
TP.105845	SUN SQUARE & 3 Half Suns logo (2005)	30	Published	NIGERIA	20 Oct 2005			SOUTHERN SUN AFRICA	Class 30: Coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, ices; honey, treacle;	

Trade Mark Listing for
SOUTHERN SUN AFRICA








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Adams & Adams
st, baking powder; salt, mustard;
vinegar, sauces (condiments); spices;
ice

SUN
SQUARE





Trade Mark Listing for SOUTHERN SUN AFRICA

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85630	SUN SQUARE & 3 Half Suns logo (2005)	29	Registered	NIGERIA	20 Oct 2005	20 Oct 2010	20 Oct 2026	SOUTHERN SUN AFRICA	Class 29: Meat, fish, poultry and game; meat extracts; preserved, dried and cooked fruits and vegetables; jellies, jams, fruit sauces; eggs, milk and milk products; edible oils and fats	
82761	SUN SQUARE & 3 Half Suns logo (2005)	16	Registered	NIGERIA	20 Oct 2005	06 May 2010	20 Oct 2026	SOUTHERN SUN AFRICA	Class 16: Paper, cardboard, and goods made from these materials, not included in other classes; printed matter; bookbinding material; photographs; stationery; adhesives for stationery or household purposes; artists' materials; paint brushes; typewriters and office requisites (except furniture); instructional and teaching material (except apparatus); plastic materials for packaging (not included in other classes); playing cards; printers' type; printing blocks	
TP.105848	SUN SQUARE & 3 Half Suns logo (2005)	33	Published	NIGERIA	20 Dec 2005			SOUTHERN SUN AFRICA	Class 33: Alcoholic beverages (except beers)	
36997	SUN SQUARE & 3 Half Suns logo (2005)	39	Registered	QATAR	19 Sep 2005	08 Aug 2011	19 Sep 2025	SOUTHERN SUN AFRICA	Class 39: Transport; packaging and storage of goods; travel arrangement	
36998	SUN SQUARE & 3 Half Suns logo (2005)	42	Registered	QATAR	19 Sep 2005	11 Sep 2011	19 Sep 2025	SOUTHERN SUN AFRICA	Class 42: Providing of food and drink; temporary accommodation	
2005/27500	SUN SQUARE & 3 Half Suns logo (2005)	39	Registered	SOUTH AFRICA	21 Dec 2005	14 Oct 2009	21 Dec 2025	SOUTHERN SUN AFRICA	Class 39: Transport; packaging and storage of goods; travel arrangement	
2005/27501	SUN SQUARE & 3 Half Suns logo (2005)	43	Registered	SOUTH AFRICA	21 Dec 2005	14 Oct 2009	21 Dec 2025	SOUTHERN SUN AFRICA	Class 43: Services for providing food and drink; temporary accommodation	

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SOUTHERN SUN AFRICA**




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2005/08671	SUN SQUARE logo	39	Registered	SOUTH AFRICA	03 May 2005	12 Oct 2009	03 May 2025	SOUTHERN SUN AFRICA	Class 39: Transport; packaging and storage of goods; travel arrangement	
2005/08672	SUN SQUARE logo	43	Registered	SOUTH AFRICA	03 May 2005	12 Oct 2009	03 May 2025	SOUTHERN SUN AFRICA	Class 43: Services for providing food and drink; temporary accommodation	
79751	SUN SQUARE & 3 Half Suns logo (2005)	43	Registered	UNITED ARAB EMIRATES	21 Jun 2005	19 Feb 2007	20 Jun 2025	SOUTHERN SUN AFRICA	Class 43: Services for providing food and drink; temporary accommodation.	
58873	SUN SQUARE logo	39	Registered	UNITED ARAB EMIRATES	21 Jun 2005	19 Mar 2006	21 Jun 2025	SOUTHERN SUN AFRICA	Class 39: Transport; packaging and storage of goods; travel arrangement	

Trade Mark Listing for
HOSPITALITY PROPERTY FUND LIMITED




8 Records

Appl. No. / Reg. No.	Trade Mark	Cls	Status	Country	Appl. Date	Reg. Date	Ren. Date	Proprietor	Goods / Services	Image
2007/25478	BIRCHWOOD	43	Registered	SOUTH AFRICA	05 Nov 2007	29 Jan 2016	05 Nov 2027	HPF PROPERTIES (PROPRIETARY) LIMITED	Class 43 : Services for providing food and drink; temporary accommodation services, services ancillary of related to the aforementioned all in class 43	
2007/25481	BIRCHWOOD and LEAF Logo	43	Registered	SOUTH AFRICA	05 Nov 2007	28 Feb 2014	05 Nov 2027	HPF PROPERTIES (PROPRIETARY) LIMITED	Class 43 : Services for providing food and drink; temporary accommodation services, services ancillary of related to the aforementioned all in class 43	
2008/17510	CIRCLE BAR	43	Registered	SOUTH AFRICA	29 Jul 2008	05 Nov 2010	29 Jul 2028	HPF PROPERTIES (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation	
2008/17511	ROSEBANK CAFÉ	43	Registered	SOUTH AFRICA	29 Jul 2008	08 Feb 2011	29 Jul 2028	HPF PROPERTIES (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation	
2008/17512	VILLAGE WALK HOTEL	43	Registered	SOUTH AFRICA	29 Jul 2008	05 Nov 2010	29 Jul 2028	HPF PROPERTIES (PROPRIETARY) LIMITED	Class 43: Services for providing food and drink; temporary accommodation	
2006/10565	HOSPITALITY logo	35	Registered	SOUTH AFRICA	16 May 2006	28 Jun 2013	16 May 2026	HOSPITALITY PROPERTY FUND LIMITED	Class 35: Advertising; business management; business administration; office functions; offering for sale and the sale of goods in the retail and wholesale-trade excluding hospitality services	
2006/10566	HOSPITALITY logo	36	Registered	SOUTH AFRICA	16 May 2006	28 Jun 2013	16 May 2026	HOSPITALITY PROPERTY FUND LIMITED	Class 36: Insurance; financial affairs; monetary affairs; real estate affairs excluding hospitality services	

Trade Mark Listing for
HOSPITALITY PROPERTY FUND LIMITED



2006/10567	HOSPITALITY logo	37	Registered	SOUTH AFRICA	16 May 2006	28 Jun 2013	16 May 2026	HOSPITALITY PROPERTY FUND LIMITED	Class 37: Building construction; repair; installation services in so far as the foregoing include building construction, cleaning and repair of buildings; rental of construction equipment and vehicle service stations	
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Annexure C2



Campaign	CSI Logos	Internal	Rewards	Online	Product	Resorts
<i>SunBreaks</i>	 Entrepreneurs	 Hallmarks	 <i>frequentGuest</i>	 Heritage	 <i>Collectors</i> wine	 Southern Sun RESORTS
	 Volunteers	 Sunlink	 <i>frequentGuest</i> BUSINESS	 Suntimes	 XSCAPE Come and Play	 <i>timesharing</i>
		 Suntimes	 <i>frequentGuest</i> SPORT		 Sungift	 Sunswop
			 Suncore			

Annexure D List of TSG Hotels

	HOTEL NAME	OWNER
1	Palazzo Hotel	Tsogo Sun Casinos Proprietary Limited
2	Southern Sun Montecasino	Tsogo Sun Casinos Proprietary Limited
3	SunSquare Montecasino	Tsogo Sun Casinos Proprietary Limited
4	Hi Hotel Montecasino	Tsogo Sun Casinos Proprietary Limited
5	Southern Sun Gold Reef City	Akani Egoli Proprietary Limited
6	Gold Reef City Theme Park Hotel	Gold Reef City Theme Park Proprietary Limited
7	Southern Sun Silverstar	Silverstar Casino Proprietary Limited
8	Suncoast Towers and SunSquare Suncoast	Tsogo Sun KwaZulu-Natal Proprietary Limited
9	Southern Sun Pietermaritzburg	Akani Msunduzi Proprietary Limited
10	Garden Court Blackrock	Tsogo Sun Newcastle Proprietary Limited
11	Southern Sun Hemingways	Tsogo Sun Emonti Proprietary Limited
12	Garden Court Mossel Bay	Garden Route Casino Proprietary Limited
13	The Caledon Hotel and Spa	Tsogo Sun Caledon Proprietary Limited
14	Southern Sun The Ridge	Tsogo Sun Casinos Proprietary Limited
15	StayEasy Emalahleni Hotel	Tsogo Sun Casinos Proprietary Limited