

Copy

Corporate Office
11th Floor, Ramma House
17 Ameshoff Street
Bramfontein, 2001
PO Box 100
Johannesburg, 2000
Tel: +27 11 407 3000
Fax: +27 11 407 2325

Durban
2nd Floor, Lincoln on the Lake
7 The High Street, Parkside
Umhlanga Ridge
PO Box 4712
Durban, 4000
Tel: +27 31 514 8210
Fax: 000 330 3977

Cape Town
6th Floor
22 Martin Harwoodweg
Foreshore, Cape Town
PO Box 2173
Cape Town, 8000
Tel: +27 21 413 7700
Fax: +27 21 421 7994

Bloomfontein
Unit 2, 4 Hartley Street
Hardsins, Bloomfontein
PO Box 3253
Richardson, 9317
Tel: +27 51 404 1745
Fax: +27 51 454 1330

Vehicle Trade Centre
3 Furrace Road, Isando
Korntown Park
PO Box 1207
Isando, 1600
Tel: +27 11 870 8100
Fax: +27 11 870 7039

Port Elizabeth
7 Stockelbach Road
North End
Port Elizabeth
PO Box 12877
Hunnewood, 6013
Tel: +27 41 393 0748

FULL MAINTENANCE LEASE - Main Agreement

Between **Bidvest Bank Limited (Reg No. 2000/008478/06) (Vat No. 4680190875) ("Lessor")**
of **Rennie House, 19 Ameshoff Street, Braamfontein, 2001**
and **Ubuntu Local Municipality, Registration No : NC071, (VAT No. 4870197581) ("Customer")**
of **78 Church Street, Victoria West, 7070**

- 1.1 In this agreement, unless otherwise indicated or inconsistent with the context:
- 1.1.1 "accessory" means any item which is not fitted in all models of the vehicle at the time of manufacture and includes, without limitation, an air conditioner, a radio or a tow bar;
 - 1.1.2 "the/this agreement" means this agreement and all annexures hereto;
 - 1.1.3 "the basic monthly rental" means the rental specified in the schedule (including Value Added Tax) or as adjusted in terms of this agreement from time to time;
 - 1.1.4 "contract period" means the period specified in the schedule or as recalculated in terms of this agreement, as reckoned from the commencement date;
 - 1.1.5 "Dealer's Digest" means the Mead and McGrouther publication of the Commercial Vehicle Dealer's Digest or the Auto Dealer's Digest which contains information in respect of the vehicle;
 - 1.1.6 "the dealer" means a dealership as agreed to by the Lessor and Customer to service the vehicle
 - 1.1.7 "the estimated monthly kilometres/hours", means the number of kilometres/hours per month which Customer estimates the vehicle is likely to cover or use during the contract period, as recorded in the schedule;
 - 1.1.8 "the invoice" means an invoice as prescribed in the Value Added Tax (VAT) Legislation and issued by the dealer to the Lessor, recording all the details of any goods or services supplied to Customer;
 - 1.1.9 "the maximum kilometres/hours" means the maximum number of kilometres/hours which the vehicle may attain during the contract period, as recorded in the schedule or as recalculated in terms of this agreement;
 - 1.1.10 "the prime rate" means the publicly quoted basic rate of interest per annum at which Bidvest Bank Limited will lend on overdraft as certified by any manager of the said bank whose appointment it shall not be necessary to prove;
 - 1.1.11 "the schedule" means, as the context requires, any or some or all of the schedules to this agreement which are signed by the parties or deemed to be signed in terms of clause 3.6;
 - 1.1.12 "tachograph" means an instrument fitted to the vehicle for purposes of recording engine speed and measuring distances travelled or hours used by the vehicle, and includes an odometer, hub odometer, hour meter or other measuring device which performs a similar function and which is acceptable to both the Lessor and Customer;
 - 1.1.13 "the vehicle" means the vehicle as described in the schedule;
 - 1.1.14 "the vehicle requisition form" means a vehicle order upon Lessor's standard terms and conditions which sets out information required by Lessor from time to time in respect of the vehicle and only becomes effective once signed by both the Lessor and Customer;
 - 1.1.15 any reference to
 - 1.1.15.1 the singular includes the plural and vice versa;
 - 1.1.15.2 natural persons includes juristic persons and vice versa;
 - 1.1.15.3 a gender includes the other genders.
- 1.2 Headings of clauses in this agreement are for reference purposes and shall not be taken into account in its interpretation.
- 1.3 This agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.
2. Application to all schedules
- 2.1 Lessor rents to Customer, who hires the vehicle and accessories specified in the schedule upon the terms and conditions set out in this Main Agreement.
- 2.2 The terms and conditions set out in this Main Agreement shall apply to each schedule. The vehicle and accessories described in each schedule shall accordingly be hired and maintained upon the terms and conditions of the schedule and of this Main Agreement as if incorporated in such schedule.
- 2.3 The conclusion of each schedule shall create a separate and independent agreement in respect of the vehicle described in such schedule. Notwithstanding the foregoing, the breach of any one of the separate agreements so constituted shall be deemed to be a breach of all agreements effected in terms of this Main Agreement.
3. Duration of Agreement and Delivery
- 3.1 This agreement shall commence on the commencement date specified in the schedule and shall remain in force for the contract period as stated therein. Customer may not terminate this agreement prior to the expiry of the contract period without Lessor's approval which, if given, may be made subject to such reasonable conditions and the payment of such settlement amounts as agreed between the parties.
- 3.2 Customer shall procure and take delivery of the vehicle from Lessor or Supplier and shall hold the vehicle on behalf of Lessor for the duration of the period during which this agreement is in force, as determined by the individual schedule. Customer shall inspect the vehicle on behalf of Lessor before taking delivery and shall accept delivery on Lessor's behalf so that ownership of the vehicle shall pass to Lessor. Customer shall not act as Lessor's agent except for the purposes of inspecting the vehicle and accepting delivery.
- 3.3 Delivery of the vehicle shall be effected upon or as soon as possible after signature of the vehicle requisition form. Delivery or tender of delivery by Lessor/Supplier to Customer within 30 (thirty) days of the commencement date shall be deemed to be delivery of the vehicle by Lessor.
- 3.4 The vehicle requisition form shall constitute an irrevocable instruction to Lessor to place an order for the vehicle in accordance with the requisition form.
- 3.5 Lessor shall complete a schedule in respect of every vehicle requisitioned by and delivered to Customer and shall deliver by hand or send by prepaid registered post a copy of that schedule to Customer for signature.
- 3.6 Customer undertakes to return each schedule to Lessor, duly signed on behalf of Customer, within 14 (fourteen) days of the commencement date of each schedule, if any schedule is not returned to Lessor within the aforesaid period, Customer agrees that such schedule shall automatically be binding on Customer in all respects as if it had been duly executed by or on behalf of Customer and that the provisions of this agreement shall apply thereto

Corporate Office
 11th Floor, Hannia House
 19 Ainslie Street
 Broomfield, 2001
 PO Box 189
 Johannesburg, 2000
 Tel: +27 11 407 3000
 Fax: +27 11 407 3022

Durban
 2nd Floor, Lincoln on the Lake
 7 The High Street, Parkside
 Umhlanga Ridge
 PO Box 4212
 Durban, 4000
 Tel: +27 31 614 8210
 Fax: 031 504 3977

Cape Town
 4th Floor
 33 Martin Hammettsburg Way
 Foresters, Cape Town
 PO Box 2173
 Cape Town, 8000
 Tel: +27 21 413 7700
 Fax: +27 21 411 7974

Bloemfontein
 Unit 2, 4 Herby Street
 Hamilton, Bloemfontein
 PO Box 32923
 Ficksburg, 9317
 Tel: +27 51 404 1146
 Fax: +27 51 494 1231

Vehicle Fleet Centre
 3 Furnace Road, Island
 Keston Park
 PO Box 1247
 Louisa, 1400
 Tel: +27 11 570 8100
 Fax: +27 11 570 7039

Port Elizabeth
 7 Borkalbach Road
 North End
 Port Elizabeth
 PO Box 13809
 Humewood, 6015
 Tel: +27 41 373 0748

4. Payment of Rentals

- 4.1 Customer shall pay Lessor the basic monthly rentals set out in the schedule or as recalculated in terms of this agreement upon the dates provided, free of exchange and without deduction or demand, at Lessor's address in the schedule or at such other address as Lessor may direct in writing.
- 4.2 Customer shall not defer or withhold any amount payable ("the payables") under this agreement by reason of set-off or counterclaim or of Lessor's ceasing to effect maintenance in terms of 6.2. If Lessor cancels this agreement and Customer disputes such cancellation, Customer shall continue to pay all payables whilst Customer remains in possession of the vehicle.
- 4.3 Unless otherwise agreed between the parties, Customer requests Lessor to draw against its bank account, wherever it may be, all amounts due in terms of this agreement.
- 4.4 Customer warrants that the rentals payable in terms of this agreement are deductible from its income under Part 1 of Chapter II of the Income Tax Act No.58 of 1962, as amended.

5. Adjustments of basic monthly rental, contract period and maximum kilometres

- 5.1 If at any time during the currency of this agreement
- 5.1.1 the average monthly kilometres/hours actually covered/used by the vehicle during any period under periodic review by the parties (minimum six months) exceeds the average of the estimated monthly kilometres/hours (total kilometres/hours per schedule divided by the schedule period) during that period, then the Customer will be charged an excess rate per kilometre/hours as stated in the schedule, and
- 5.1.2 If it is clear to the parties that based on current and future expected useage, that the maximum kilometres/hours are likely to be materially exceeded before completion of the contract period as stated in the schedule, or
- 5.1.3 there is any change:
- 5.1.3.1 In the Prime Rate, in motor vehicle or other insurance premiums or any other levy, tax or fee imposed by statute, ordinance, by-law or regulation and payable by Lessor in respect of the vehicle and included in Lessor's calculation of the monthly rentals, or if any duty tax or levy is imposed in respect of the use or ownership of the vehicle, then
- 5.1.4 In terms of clauses 5.1.1 and 5.1.2, the Parties to this agreement shall by mutual accord agree the recalculated basic monthly rental over the remaining months and/or increase or decrease the contract period per the schedule. This altered rental shall have effect from the date immediately after written notification has been sent to customer in terms of 5.2 and written agreement received by Lessor. In the event of the parties failing to reach agreement, the parties agree that the matter will be referred to arbitration in terms of clause 19, or
- 5.1.5 In terms of clause 5.1.3, Lessor shall be entitled to recalculate the basic monthly rental over the remaining months, which altered rental shall have effect from the date immediately after written notification has been sent to customer in terms of 5.2.
- 5.2 Lessor shall advise Customer in writing of any variation of the basic monthly rental in terms of 5.1. Any failure by Lessor to vary the rentals in terms of the clause will not be deemed to be a waiver of any rights which Lessor may have in terms of 5.1.
- 5.3 If any change in any law or regulation during the specified period or in the interpretation thereof, as indicated in the schedule results in any increase to Lessor in the cost of providing or maintaining this agreement, supported by an audited calculation of the increase, Lessor shall be entitled to increase the basic monthly rentals in order to recover such increased costs.
- 5.4 If there is a change in the rate of value added tax ("VAT") from that which prevailed at the date of signature of the schedule or if there is a change in the amount of VAT payable in respect of the basic monthly rentals, Lessor shall recalculate the basic monthly rentals to take into account such change and the recalculated basic monthly rentals shall be deemed to be the basic monthly rentals payable in terms of this agreement with effect from date when the next basic monthly rental is due.
- 5.5 If at any time during the contract period, the total kilometres covered by the vehicle exceeds 160000 (one hundred and sixty thousand) kilometres for passenger motor vehicles or 200,000 (two hundred thousand) kilometres for commercial motor vehicles over 1800cc engine capacity,
- 5.5.1 Customer shall immediately notify Lessor in writing that such an odometer reading has been reached;
- 5.5.2 Lessor shall be entitled to claim return of the vehicle, in which case the lease shall be deemed to have terminated and the provisions of clauses 12 and 14 shall be applicable in determining the amount owed by Customer to Lessor;
- 5.5.3 Customer shall be obliged to continue to pay the basic monthly rentals on due date until the amounts due in terms of 5.5.2 have been determined and paid in full by Customer.

6. Excess and Maximum Kilometres/Hours

- 6.1 The contract period defined in the schedule will only be exceeded if the estimated maximum kilometres/hours for the specific vehicle have not yet been reached at the end of the period. The contract will continue until the estimated maximum kilometres/hours have been reached or a further 6 (six) months, whichever comes first.
- 6.2 If the maximum kilometres/hours are attained at any time during the contract period, Lessor's obligations in terms of clause 10.1 shall, at Lessor's sole discretion cease, and shall only be reinstated at the instance of Customer and upon such adjusted terms as Lessor may deem fit in the circumstances.
- 6.3 If the maximum kilometres/hours in respect of the vehicle have been exceeded on its return to Lessor, then Lessor shall be entitled to recover the excess kilometre/hour charge in respect of each excess kilometre/hour, less any excesses already recovered in terms of clause 5.1.1.
- 6.4 The distance covered or hours used by the vehicle shall be determined in accordance with the reading on the tachograph or the agreed estimate of kilometres/hours in terms of clause 9.2.4., and shall include any kilometres/hours travelled prior to the commencement date.

7. Ownership and Risk

- 7.1 Lessor shall at all times during and after termination of this agreement remain the owner of the vehicle.
- 7.2 As between Lessor and Customer, all risk in the vehicle shall pass to Customer on the earlier of Customer's signature to the schedule or the date when Supplier ceases to bear the risk and shall remain with Customer until the vehicle is returned to Lessor.

8. Insurance of and damage to the vehicle

- 8.1 Customer shall comprehensively insure the vehicle with a registered insurer of Customer's choice and approved by Lessor under an insurance policy against all risks of loss, damage or destruction (including risk ordinarily covered by Sasria) as vehicles can be insured. For the duration of this agreement, Customer shall keep the vehicle insured for its current market value from time to time. Customer shall procure that the respective rights and interests of Lessor and Customer are noted on the policy.
- 8.2 Customer shall pay all insurance premiums punctually and shall, on request, produce written proof to Lessor that the vehicle is insured and that all premiums have been paid. Lessor shall be entitled (but not obliged) to pay any insurance premiums and/or any other monies which may become due on any insurance policy effected in terms of this clause.



Corporate Office
 11th Floor, Remia House
 15 Arneson Street
 Durbanville, 2001
 PO Box 185
 Johannesburg, 2000
 Tel: +27 11 407 3000
 Fax: +27 11 407 3022

Durban
 2nd Floor, Lincoln on the Lake
 7 The High Street, Parkside
 Umlanga Ridge
 PO Box 4212
 Durban, 4000
 Tel: +27 31 814 8210
 Fax: 084 650 3777

Cape Town
 4th Floor
 39 Martin Hammarckweg Way
 Forestburg, Cape Town
 PO Box 2192
 Cape Town, 8000
 Tel: +27 21 419 7700
 Fax: +27 21 421 7994

Stoerfontein
 Unit 2, 4 Hartley Street
 Hanlon, Bloemfontein
 PO Box 92923
 Ficksburg, 9317
 Tel: +27 51 424 1145
 Fax: +27 51 424 1330

Vehicle Trade Centre
 3 Furnace Road, Izanda
 Heidelberg Park
 PO Box 1267
 Izanda, 1605
 Tel: +27 11 870 8100
 Fax: +27 11 570 7059

Port Elizabeth
 7 Stockallbach Road
 North End
 Port Elizabeth
 PO Box 13809
 Humewood, 6012
 Tel: +27 41 573 0748

- 8.3 If any insurance referred to in this clause 8 becomes of no force or effect for any reason whatsoever or if Customer fails to produce proof of insurance in terms of 8.2, or if Customer fails to insure the vehicle and/or requests Lessor to procure insurance for the same, Lessor shall be entitled (but not obliged) to insure and to keep the vehicle insured for its current market value for the remainder of the contract period against all or any risks contemplated in 8.1 above, at reasonable and competitive rates of insurance for Customer's account.
- 8.4 Customer shall comply or ensure compliance with all the terms, conditions and warranties of every insurance policy effected in terms of this agreement.
- 8.5 Customer shall, on request, cede to Lessor, as security for the due performance of Customer's obligations in terms of this agreement, all of Customer's right to receive payment under any insurance policy effected in terms of this agreement and shall deliver copies of such policy to Lessor.
- 8.6 If the vehicle is damaged, destroyed or lost, Customer shall immediately notify Lessor in writing and shall properly and timeously do everything necessary to procure payment to Lessor of compensation under any insurance policy.
- 8.7 If so required by Lessor, Customer shall
 - 8.7.1 repair the vehicle in accordance with the insurer's requirements and in terms of the insurance policy in question;
 - 8.7.2 restore the vehicle to the manufacturer's specifications; and
 - 8.7.3 continue to discharge all obligations on due date.
- 8.8 If the vehicle is lost or stolen or if the vehicle is damaged or destroyed and parties to the contract and the insurer determine that the vehicle is incapable of economic repair, the contract is deemed to have finished and the Lessor may in addition to its rights in terms of clause 12.2 claim all unpaid maintenance costs and all expenses actually incurred and/or paid by the Lessor in respect of the vehicle, plus all administration fees. Upon receipt by Lessor of amounts due, the parties are then free to contract a replacement vehicle, acknowledging the full cancellation of the stolen or damaged vehicle's schedule with no further liability accruing to either party in this regard.
- 9. **Use**
- 9.1 Customer shall
 - 9.1.1 comply with Customer's obligations in terms of or referred to in this agreement;
 - 9.1.2 service and maintain the vehicle only at authorised dealers, in accordance with the manufacturer's recommendations in the vehicle service handbook and/or as reasonably directed by the Lessor;
 - 9.1.3 advise the dealer that the vehicle is covered by a full maintenance lease agreement and advise the dealer, to the best of his knowledge, of any applicable guarantee or warranty prior to any service, maintenance or repair being effected to the vehicle;
 - 9.1.4 comply with any laws relating to the hire, possession, operation, licensing, registration, insurance and/or use generally of the vehicle;
 - 9.1.5 use the vehicle with due skill and care, in the manner for which it was designed and according to the use specified in the schedule;
 - 9.1.6 properly house the vehicle and take reasonable precautions to prevent its theft or loss;
 - 9.1.7 ensure that the vehicle is at all times driven by persons holding a valid driving licence to operate the vehicle and that the licence has not been endorsed for any reason;
 - 9.1.8 ensure that the vehicle is at no time driven by a person under the influence of intoxicating liquor or drugs;
 - 9.1.9 advise Lessor forthwith of any change in the use of the vehicle from that indicated in the schedule;
 - 9.1.10 permit Lessor to inspect the vehicle at all reasonable times on any premises where it is kept;
 - 9.1.11 if any defect or failure occurs in the vehicle, take all reasonable measures to minimise the occurrence of any consequential damage;
 - 9.1.12 strictly adhere to all instructions contained in the vehicle manual for the use of the vehicle and in particular, but without limitation, those regarding daily preventative maintenance, the running in of the vehicle, engine speeds, road speeds and the levels and/or use of lubricants, engine coolants and other service products;
 - 9.1.13 make the vehicle available to the dealer during his normal working hours at or before the relevant service interval specified in the vehicle service handbook for the performance of maintenance;
 - 9.1.14 where the vehicle is to be kept or stored on leased premises, immediately notify Lessor in writing of the name and address of the owner of such premises and similarly notify the landlord of Lessor's ownership of the vehicle; and
 - 9.1.15 ensure that the vehicle is not occupied by a greater number of persons than that for which it was constructed or that which it is legally permitted to accommodate and that the load capacity specified by the manufacturer is not exceeded at any time;
- 9.2 Customer shall not
 - 9.2.1 sell the vehicle, nor cede, assign or delegate any of its rights or obligations in terms of this agreement, nor allow the vehicle to become subject to any lien, hypothec, pledge or other encumbrance, or judicial attachment, nor let, part with possession of, nor abandon same, nor offer nor attempt to do any of the foregoing. If the vehicle becomes subject to any lien, hypothec or other encumbrance, Customer shall immediately procure the release of the vehicle from same;
 - 9.2.2 abuse or neglect the vehicle, nor use it for the purposes of racing, pacemaking, rallying, reliability trials or speed testing;
 - 9.2.3 use or permit the vehicle to be used in any manner constituting a breach of law. Customer shall immediately pay any parking or other fine which is levied; provided that, Lessor may pay any fine arising out of or (in the widest sense) in connection with the implementation of this agreement or the use of the vehicle which is claimed against Lessor without entering into the merits of the claim and recover the amount thereof from Customer on demand or by debit to Customer's bank account
 - 9.2.4 unseal or otherwise tamper with the tachograph. Customer shall immediately advise Lessor in writing:
 - 9.2.4.1 of any fault in the tachograph and shall procure the repair and/or replacement of the tachograph without delay;
 - 9.2.4.2 of the reading of any replacement tachograph at the time of installation. The distance travelled or hours used by the vehicle is deemed to be that shown on the tachograph except where the tachograph is out of order, in such event the Customer shall provide the Lessor with evidence enabling both parties to reasonably estimate the distance travelled or hours used. A written estimate signed by both parties will be adequate proof of distance travelled or hours used;
 - 9.2.5 permit any person other than its servants and employees to operate or use the vehicle.
- 9.3 Customer shall not, without Lessor's prior written consent,
 - 9.3.1 alter or modify the vehicle. All replacement parts and accessories shall be deemed to accede to the vehicle and become the property of Lessor without compensation to Customer;
 - 9.3.2 permit the vehicle to be removed from the Republic of South Africa;
 - 9.3.3 purchase or permit the purchase of any parts for the vehicle;
 - 9.3.4 use the vehicle for towing any trailer configurations which in reasonable discretion of the Lessor are either not properly suited to the vehicle or not properly maintained.
 - 9.3.5 The Lessor's consent in terms of this clause 9.3 shall be in its sole discretion and shall, if given, be subject to such terms as Lessor may stipulate.
- 9.4 If, in Lessor's opinion, any part or component of the vehicle is defective beyond repair and is impairing, or likely to impair, the efficient, safe and reliable operation of the vehicle, or likely to cause consequential damage to the vehicle, Lessor may recommend its replacement to Customer in writing, if the rectification of such defect is outside the scope of 10.1
- 10. **Cost of Maintenance, Service and Repairs and Exclusions**
- 10.1 Lessor shall pay for the cost of all repairs, service and maintenance of the vehicle and all adjustments reasonably required to keep the vehicle in reasonable condition for as long as customer complies with the terms of this agreement.



Corporate Office
 11th Floor, Hannia House
 19 Ansell Street
 Braamfontein, 2001
 PO Box 105
 Johannesburg, 2000
 Tel: +27 11 407 3000
 Fax: +27 11 407 3022

Durban
 2nd Floor, Lincoln on the Lake
 9 The High Street, Parkside
 Umhlanga Ridge
 PO Box 4212
 Durban, 4000
 Tel: +27 31 816 8210
 Fax: 086 830 3977

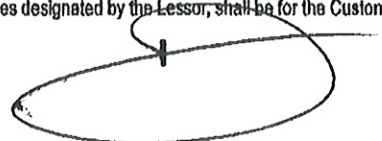
Cape Town
 6th Floor
 33 Martin Stuurmanweg
 Foreshore, Cape Town
 PO Box 2171
 Cape Town, 8000
 Tel: +27 21 415 7700
 Fax: +27 21 401 7794

Bloubaai
 Unit 2, 4 Watley Street
 Heroldia, Bloubaai
 PO Box 3293
 Ficksburg, 7317
 Tel: +27 51 434 1145
 Fax: +27 51 434 1330

Vehicle Trade Centre
 3 Furnace Road, Isando
 Hampton Park
 PO Box 1267
 Isando, 1600
 Tel: +27 11 870 0100
 Fax: +27 11 870 7039

Port Elizabeth
 7 Brackelbach Road
 North End
 Port Elizabeth
 PO Box 13009
 Humewood, 6013
 Tel: +27 41 379 0740

- 10.2 Repairs, service and maintenance in terms of 10.1 does not include the costs referred to below, all of which are for the account of and shall be paid by Customer:
- 10.2.1 repairs required as a direct or indirect result of or arising from any accidental damage to the vehicle for any reason whatsoever or the repair of the said accidental damage;
 - 10.2.2 any repairs or purchases for the vehicle in breach of the provisions of 9.3;
 - 10.2.3 all work effected outside the Republic of South Africa; provided that, if Customer obtains prior authorisation from Lessor for such work, Lessor shall, subject to the other exclusions referred to in this clause 10.2, pay such amounts as would have been paid had the work been performed in the Republic of South Africa;
 - 10.2.4 the replacement of any item or part missing from the vehicle;
 - 10.2.5 all fuel consumed by the vehicle and topping-up oil between specified services;
 - 10.2.6 the replacement of windscreens, windows, headlights, taillight lenses and other glass on the vehicle, to the extent that the Insurer of the vehicle fails to pay such costs;
 - 10.2.7 the carrying out of any modifications required by law;
 - 10.2.8 work done and material supplied which is (or would but for breach be) covered by any guarantee or warranty applicable to the vehicle where customer has failed to inform the dealer in terms of 9.1.3;
 - 10.2.9 repairs as a result of damage caused by persons other than the authorised workmen, servants of employees of an authorised dealer having performed work on the vehicle;
 - 10.2.10 all work performed on the vehicle after expiry or termination of the contract period and before return of the vehicle to Lessor.
 - 10.2.11 costs of and incidental to any repairs or maintenance as a direct or indirect result of any failure of Customer to perform any obligation in terms of or referred to in this agreement;
 - 10.2.12 any vehicle license or registration required by law or the renewal thereof, unless such costs are included in the monthly rental;
 - 10.2.13 any replacement tyres unless specifically included in the schedule, and then only to the extent of the number of tyres specified.
- 10.3 Customer hereby warrants that it shall not claim an input credit for any VAT paid in respect of the cost of repairs, maintenance or service effected to the vehicle, if the said cost is borne by Lessor in terms of this agreement.
11. Maintenance procedures
- 11.1 Lessor shall issue a maintenance identification sticker to Customer, the use of which shall at all times be subject to the terms and conditions set out in this clause 11, and generally to such other terms and conditions as Lessor may from time to time determine. This maintenance sticker should be affixed to the vehicle service book and/or the vehicle windscreen.
- 11.2 The customer shall:
- 11.2.1 procure that the vehicle be maintained in good repair and condition (including all manufacturer recommended servicing and oil changes at the correct mileage/hours used intervals). A motor vehicle shall be delivered to a franchise dealer in motor vehicles of the type in question, in respect of any other vehicles the relevant franchise dealer shall be notified of a service/repair due; and
 - 11.2.2 notify such franchise dealer of the details including the call centre authorisation number on the maintenance identification sticker;
 - 11.2.3 when necessary arrange the replacement of tyres with new locally manufactured tyres substantially similar to the original manufacturer specification;
 - 11.2.4 be responsible for periodic checking of oil level, battery, brake and clutch fluids, water, tyre condition and pressures and any other items which require periodic checking for the proper functioning of the vehicle;
 - 11.2.5 agree to pay to Lessor any rebill invoice defined in clause 11.3.3 below.
- 11.3 Lessor shall:
- 11.3.1 authorise the required maintenance in terms of clause 10 with the relevant dealer and arrange payment thereof.
 - 11.3.2 Customer shall have no claim against Lessor if Lessor rejects any invoice tendered by a dealer who has sold goods or rendered services in respect of the vehicle where the dealer is not authorised to service and maintain the vehicle on behalf of Lessor, in which event Customer alone shall be liable to the dealer for the amount stated in such invoice. Provided that in an emergency situation, Lessor may, in its sole discretion, reimburse the Customer.
 - 11.3.3 where maintenance items are for customer's account in terms of clause 10.2, notify the Customer and dealer accordingly - provided that Lessor shall be entitled in its sole discretion to agree to pay the dealer for such items and claim back from Customer on a rebill invoice including VAT.
12. Breach
- 12.1 An event of default shall occur if customer fails to make punctual payment of any of the payables, or breaches any terms of this agreement or of any other agreement between the parties (all of which are agreed to be material), or acts in any way which is referred to as an act of insolvency in the Insolvency Act, or allows any judgement against it to remain unsatisfied for a period of 7 (seven) days unless an appeal has been noted against such judgement, or is provisionally or finally liquidated, sequestrated or placed under judicial management, or dies, or being a private company or Close Corporation sustains a change of shareholding or membership, or being a partnership if the partnership is dissolved, or generally does or omits to do anything which may prejudice Lessor's rights in terms of this agreement or cause Lessor to suffer any loss or damage of a material nature, or exceeds the maximum kilometres/hours, or unreasonably refuses or fails to replace any part as recommended by the dealer or Lessor, or has made any incorrect or untrue statements or representation in connection with this agreement or any particulars pertinent to its financial affairs, or if Lessor's rights to or under any security given in connection with this agreement are diminished, lost and/or prejudiced in any way.
- 12.2 Upon an event of default or the loss or destruction of the vehicle in terms of clause 8.8, Lessor may without prejudice to any other remedy which it may have in terms of this agreement, cancel this agreement, obtain possession of the vehicle and recover from Customer payment of all amounts due to Lessor which are in arrear at the date of cancellation. Lessor may also claim reasonable amounts in respect of damages suffered by Lessor, such claim for damages if disputed by Customer to be subject to the arbitration process referred to in clause 19 below.
- 12.3 If Lessor is unable to obtain possession of the vehicle, Customer shall by virtue of its breach of clause 14.1 of this agreement be liable to Lessor, in addition to Customer's liability under clause 12.2, for the replacement value of the vehicle as if this had been returned upon date of termination and/or cancellation in the condition specified in clause 14.1, less the proceeds of any insurance policy paid to Lessor.
- 12.4 Customer shall pay to Lessor arrear interest at prime rate plus 6% on any unpaid amount including liquidated damages due by Customer to Lessor. Such arrear interest shall be calculated from due date for payment or, in the case of damages, from the date of accrual of Lessor's right to claim, to date of Lessor's receipt of payment by Customer.
- 12.5 If Customer defaults in the due fulfilment of any obligation, Lessor may recover from Customer all legal fees, on a scale as between attorney and its own client.
- 12.6 The Customer hereby agrees that if the Customer defaults on any payment due to the Lessor, the Customer shall be obliged to surrender the Assets to the Lessor, on the Lessor's first written demand. The cost of transporting the Assets from the Customer's premises to the premises designated by the Lessor, shall be for the Customer's account.

ES

Corporate Office
 11th Floor, Remia House
 19 Arnschoff Street
 Bloemfontein, 2001
 PO Box 185
 Johannesburg, 2000
 Tel: +27 11 407 3000
 Fax: +27 11 407 3922

Durban
 2nd Floor, Lincoln on the Lake
 2 The High Street, Parkside
 Umhlanga Ridge
 PO Box 4212
 Durban, 4000
 Tel: +27 31 514 0210
 Fax: 031 530 3977

Cape Town
 6th Floor
 33 Martin Hartmann, Ohlweg Way
 Kogelberg, Cape Town
 PO Box 2173
 Cape Town, 8000
 Tel: +27 21 418 7700
 Fax: +27 21 431 7974

Bloemfontein
 Unit 2, 4 Hartley Street
 Hamilton, Bloemfontein
 PO Box 32923
 Pekaapark, 9317
 Tel: +27 51 424 1100
 Fax: +27 51 424 1330

Vehicle Trade Centre
 3 Furze Road, Harrold
 Hampton Park
 PO Box 1247
 Jannet, 1400
 Tel: +27 11 870 8100
 Fax: +27 11 870 7029

Port Elizabeth
 7 Stockbach Road
 North End
 Port Elizabeth
 PO Box 1999
 Humewood, 6013
 Tel: +27 41 373 0740

13. Domicilium and Notices

- 13.1 Customer chooses domicilium citandi et executandi ("domicilium") for all purposes as its address on the face of the agreement. Customer may change its domicilium by written notice delivered by hand or sent by registered post to Lessor.
- 13.2 Any notice delivered by hand or sent by registered post to Customer's domicilium shall be deemed to have been received, if sent by registered post, on the seventh day after the date of posting, or, if delivered by hand, on the date of delivery.
- 13.3 Customer shall notify Lessor in writing immediately of any change in Customer's registered office and/or normal place of business and/or residential address.

14. Obligations of Customer on Termination

- 14.1 Upon expiry of the contract period or upon termination of this agreement for any reason whatsoever:
- 14.1.1 Customer shall return the vehicle, together with all its accessories as specified in the schedule and all tools, tyres, licences, registration papers and other documents relating to the vehicle, to Lessor at such reasonable place as Lessor designates for this purpose. Customer shall similarly return to Lessor all manuals and documents issued by Lessor. Upon delivery of the vehicle:-
- 14.1.1.1 Lessor or a person nominated by Lessor shall inspect the vehicle and complete an appraisal report and Customer is entitled to be present at the inspection, either in person or through a representative;
- 14.1.1.2 Customer or Customer's representative shall sign the appraisal report and shall endorse on the report the details of any respects in which Customer disagrees with the report;
- 14.1.1.3 Lessor shall furnish a copy of the appraisal report to Customer;
- 14.1.1.4 The report shall be deemed to be correct:
- a) if Customer or a representative of Customer fails to attend the inspection, and
- b) except for any points of disagreement endorsed by Customer or his representative on the report and latent defects.
- 14.1.2 Customer undertakes that the vehicle will be in reasonable condition taking normal wear and tear into account.
- 14.2 If a dispute arises as to the condition of the vehicle or any other matter referred to in this clause, the vehicle shall, in the case of a vehicle specified in the Auto Dealer's Digest, be examined by the Manager of the Technical Services Division of the Automobile Association or his nominee, and in the case of any other vehicle, by an independent appraiser appointed by both parties. The decision of that Manager or appraiser (or his nominee) shall be final and binding on the parties. The Manager or appraiser (or his nominee) shall act as an expert and not as an arbitrator and such expert's costs shall be shared equally between the parties.

14.3 Customer shall be liable for and shall pay to Lessor the aggregate of the quoted costs of repairing all damage and abnormal wear and tear of the vehicle as set out in the appraisal report or as determined in terms of 14.2 and, generally, of reinstating the vehicle to its expected condition as at the end of the agreement. In the event of the parties not reaching agreement as to what constitutes "expected condition", the matter shall be referred to arbitration in accordance with clause 19 hereof.

14.4 In addition to all other rights which Lessor has upon termination, Customer shall continue to pay to Lessor an amount equal to the basic monthly rental or part thereof for each month that customer remains in possession of the vehicle after expiry date.

15. Statutes

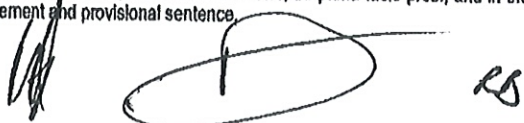
- 15.1 Nothing in this agreement shall raise the inference that the National Credit Act, Act 34 of 2005 ("NCA") applies to this agreement unless NCA is, by its terms, applicable to the agreement.
- 15.2 If Customer terminates the agreement in terms of Section 121 of NCA, if applicable, Customer shall compensate Lessor for any depreciation in the value of the vehicle as a result of the use of or damage to the vehicle whilst under Customer's control.

16. Waiver and Indemnity

- 16.1 Customer waives any claim which Customer might otherwise have or acquire against Lessor arising out of or (in the widest sense) in connection with:
- 16.1.1 any loss or damage to any property left in or upon the vehicle when the vehicle is returned to Lessor for any reason whatsoever, or when the vehicle is in the custody of any dealer for any purpose under this agreement.
- 16.1.2 generally any indirect, consequential or incidental injury, loss, damage cost or expense or charges incurred by Customer, whether the same arise in contract or in delict (including negligence on the part of Lessor) arising out of or in connection with any defect breakdown or failure of the vehicle or any act, omission, neglect, default (whether or not the same constitutes a fundamental breach of this agreement or a fundamental term thereof) of Lessor in the performance of this agreement.
- 16.2 Customer indemnifies Lessor, holds Lessor harmless against and undertakes to pay Lessor on demand the amount of any claim made by any third person against Lessor arising out of or in connection with:
- 16.2.1 anything referred to in 16.1 above;
- 16.2.2 Lessor having entered into or implemented this agreement with Customer or the exercise by any party of any rights hereunder;
- 16.2.3 Any cost or loss sustained by lessor in any criminal proceeding brought or threatened against Lessor as owner of the vehicle.

17. General

- 17.1 This is the entire agreement between the parties relating to the vehicle. Subject to the provision of the National Credit Act, Act 34 of 2005 ("NCA"), if NCA is applicable to this agreement, there are no implied or tacit terms or conditions to be read into this agreement.
- 17.2 This agreement shall not be amended, cancelled or novated except if and only to the extent that such amendment, cancellation or novation is reduced to writing and signed by both parties. No relaxation by Lessor of any of the terms of this agreement shall be deemed to be a waiver of Lessor's rights and Lessor may enforce the terms strictly at any time.
- 17.3 Except where another method of resolution of dispute is provided for in this agreement, Customer consents to the jurisdiction of the Magistrate's Court having jurisdiction over its person, irrespective of the amount in dispute.
- 17.4 A certificate signed by:
- 17.4.1 any manager of Lessor (whose appointment need not be proved by Lessor), as to any amount due and/or owing by Customer in terms of or arising out of this agreement; or
- 17.4.2 Lessor's auditors, as to the increased rental required to cover the costs referred to in 5.3 shall, in the case of 17.4.1, be prima facie proof, and in the case of 17.4.2, be conclusive proof of such amounts for all purposes including pleadings, any judgement and provisional sentence.



Corporate Office
11th Floor, Bennis House
19 Aronshall Street
Bloomfontein, 2001
PO Box 185
Johannesburg, 2000
Tel: +27 11 407 3000
Fax: +27 11 407 0322

Durban
2nd Floor, Lincoln on the Lake
2 The High Street, Parkside
Umlanga Blvd
PO Box 4212
Durban, 4000
Tel: +27 31 514 8210
Fax: 086 520 2877

Cape Town
4th Floor
33 Martin Harmswegweg Way
Foresters, Cape Town
PO Box 2173
Cape Town, 8000
Tel: +27 21 413 7700
Fax: +27 21 431 7994

Bloomfontein
Unit 2, 4 Hartley Street
Hamilton, Bloomfontein
PO Box 32923
Richardpsure, 9317
Tel: +27 61 434 1145
Fax: +27 61 434 1230

Vehicle Trade Centre
3 Furnace Road, Isando
Keraton Park
PO Box 1267
Isando, 1600
Tel: +27 11 670 8100
Fax: +27 11 670 7039

Port Elizabeth
7 Stockdale Road
North End
Port Elizabeth
PO Box 13007
Turnerswood, 6010
Tel: +27 41 373 0746

- 17.5 Lessor may, without notice to Customer, assign and/or transfer all or any part of its rights and obligations under this agreement and/or ownership of the vehicle to any other party. Unless the context indicates otherwise, any reference to Lessor in this agreement shall be deemed to include its cessionary, delegatee or assignee.
- 17.6 Lessor may in its sole discretion, appropriate or re appropriate any amounts paid by Customer to lessor to any liability of Customer to Lessor.
- 17.7 If at any time during or after expiry of the contract period, Lessor becomes obliged to pay any amount to Customer arising out of or in connection with this agreement, its breach or termination, such payment shall not be due to or claimable by Customer until the whole of Customer's indebtedness to Lessor (whether arising out of this agreement or otherwise) has been paid and discharged in full.
- 18. Vehicle registration, Licence fees and fines**
- 18.1 Unless otherwise agreed, Customer shall be registered as "Owner" and Lessor as "Title holder" on the NATIS vehicle registration system.
- 18.2 Customer shall be responsible for the periodic renewal and cost of the vehicle licence fees, as well as all government, provincial or local authority fees, taxes or charges which may be levied in connection with the use or operation of the vehicle. In addition, Customer shall be responsible for the payment of any fine in terms of clause 9.2.3.
- 19. Arbitration**
- 19.1 The parties will refer to Arbitration any dispute from this agreement to be resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa.
- 19.2 Either party may lodge an appeal against an award by the arbitrator.
- 19.3 Nothing stated in this clause 19 will prevent any party from seeking urgent relief in court.

Banking account details for debit order purposes

Bank: FIRST NATIONAL BANK

Branch: VICTORIA WEST

Bank/Branch Code: 200408

Account Type: CURRENT ACCOUNT

Account Number: 54062338032

Accountholder authorisation (must be signed if account not in name of the Customer)

Name of Accountholder: LIBERTY MUNICIPALITY

Signature: 

Corporate Office
11th Floor, Ronnie House
19 Ameshoff Street
Braamfontein, 2001
Johannesburg, 2000
Tel: +27 11 407 2000
Fax: +27 11 407 3322

Durban
2nd Floor, Lincoln on the Lake
2 The High Street, Parkside
Umhlanga Ridge
PO Box 4212
Durban, 4000
Tel: +27 31 816 8210
Fax: 086 530 3927

Cape Town
4th Floor
33 Martin Hammerschlag Way
Forsythia, Cape Town
PO Box 2193
Cape Town, 8000
Tel: +27 21 413 2900
Fax: +27 21 431 7994

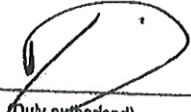
Stoerfontein
Unit 2, 4 Hartley Street
Meyerton, Stoerfontein
PO Box 52923
Richardson, 9317
Tel: +27 81 434 1145
Fax: +27 81 434 1330

Vehicle Trade Centre
3 Furnace Road, Isando
Kempston Park
PO Box 1227
Isando, 1600

Port Elizabeth
7 Stockdale Road
North End
Port Elizabeth
PO Box 13009
Huntonwood, 6019
Tel: +27 41 574 0740

Signed at (full physical address) 78 Church Street Victoria West.

On (date) 16/01/2019 in the presence of the undersigned witness

Signature of Customer 
(Duly authorised)

Designation: Acting Municipal Manager.

Full names and Surname: Dubeane Mapeona.

ID Number / Valid Passport Number: 6706305520083

Signature of Witness 


Full names and Surname: Conradus A Jacobs

ID Number / Valid Passport Number: 8612135077083

Bank use only:

Signed at (full physical address) 33 MARTIN HAMMERSCHLAG WAY CAPE TOWN


On (date) 19 NOVEMBER 2018

Signature of Lessor 
(Duly authorised)

Designation: REGIONAL FINANCE MANAGER

Full names and Surname: RICARDO BRINK

ID Number / Valid Passport Number: 7111085191086



Corporate Office
 1 Park Lane
 Wierda Valley
 Sandton, 2196
 PO Box 165
 Johannesburg, 2000
 Tel: +27 11 407 3000
 Fax: +27 11 407 3322

Durban
 2nd Floor, Lincoln on the Lake
 2 The High Street, Parkside
 Ushabana Ridge
 PO Box 4212
 Durban, 4000
 Tel: +27 31 514 9210
 Fax: 086 530 3977

Cape Town
 6th Floor
 33 Martin Hammanesching Way
 Forestburg, Cape Town
 PO Box 2173
 Cape Town, 8020
 Tel: +27 21 413 7700
 Fax: +27 21 431 7996

Bloemfontein
 Unit 2, 4 Hartley Street
 Bunnell, Bloemfontein
 PO Box 32933
 Frelimthipani, 9317
 Tel: +27 51 434 1145
 Fax: +27 51 434 1310

Vehicle Trade Centre
 3 Furnace Road, Isando
 Kevonde Park
 PO Box 1247
 Isando, 1600
 Tel: +27 11 570 0105
 Fax: +27 11 570 7035

Port Elizabeth
 7 Stockfish Road
 North End
 Port Elizabeth
 PO Box 12309
 Harwood, 6013
 Tel: +27 41 373 0260
 Fax: +27 41 370 2422

Schedule to the Main Full Maintenance Lease Agreement

Account No. 210143 Deal No. 2196959

Between Bidvest Bank Limited (Reg No. 2000/006470/06) (Vat No. 4680190875) ("the Lessor")
 address 1 Park Lane Wierda Valley, Sandton, 2196
 and Ubuntu Local Municipality ("the Customer")
 Identity No. / Company registration No. NCO71
 VAT registration number 4870197581
 Physical address 78 Church Street, Victoria West, 7070
 concluded on 16.01.2019 ("the agreement")

The Lessor hereby rents to the Customer, who hereby hires the vehicle and accessories specified in the schedule below for the contract period on the terms and conditions of the Full Maintenance Lease - Main Agreement. ("the agreement").

Description of goods

Make:	<u>PTO Control</u>	Registration No:	<u>N/A</u>
Model:	<u></u>	Year of first registration:	<u>2019</u>
Colour:	<u></u>	Drivers name:	<u>Unallocated</u>
Chassis/Serial No:	<u></u>		
Engine No:	<u></u>		
Accessories:	<u></u>		

Contract terms

Opening Odo reading:	<u>0</u> km's/hours	Contract period:	<u>36</u> months
Maximum km's/hours:	<u>90000</u> km's/hours	Contract start date:	<u>27.05.2019</u>
Contract end date	<u>01.06.2022</u>		

Payment plan

Monthly rental R 7,728.03 (incl. VAT).
 The first rental is due on 01.07.2019 thereafter, payable on the 1st day of each month.
 Kilometres/hours travelled in excess of the contracted kilometres will attract at the following fee (excl. VAT):

Maintenance:	<u>470.00</u> cents/km/hr.
Depreciation:	<u>0.00</u> cents/km/hr.
Total excess:	<u>470.00</u> cents/km/hr.

Rentals are subject to variation as provided in the agreement in terms of clauses 4 and 5.

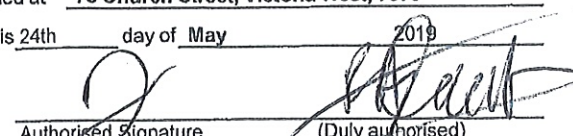
Optional Services included

	<u>Included/Excluded</u>	
Replacement tyres:	<u>Excluded</u>	limited to: <u>0</u> number of tyres.
Roadside assistance:	<u>Excluded</u>	(Club McCarthy membership)
Comprehensive insurance	<u>Excluded</u>	
Annual License renewal	<u>Excluded</u>	
Medical kit	<u>Excluded</u>	

Authorisation / Acceptance

For and on behalf of the Customer

Signed at 78 Church Street, Victoria West, 7070
 on this 24th day of May 2019

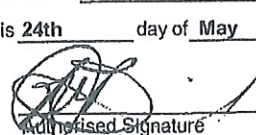

 Authorised Signature (Duly authorised)

Designation: Municipal Manager and CFO
 Full names & Surname: Dibere Maposa and Romano Jacobs
 ID No/Valid Passport No: 670630 5570 083

Witness Signature Olly
 Full names & Surname: Alida Benitta van Staden
 ID No/Valid Passport No: 51008 0265 084

For and on behalf of the Lessor

Signed at Cape Town
 on this 24th day of May 2019


 Authorised Signature (Duly authorised)

Designation: Regional Finance Manager
 Full names & Surname: Ricardo Brink
 ID No/Valid Passport No: 711 085191086

Witness Signature Leezel Jansen
 Full names & Surname: Leezel Jansen
 ID No/Valid Passport No: 7404050 18085

Corporate Office
1 Park Lane
Wierda Valley
Sandton, 2196
PO Box 185
Johannesburg, 2000
Tel: +27 11 409 3000
Fax: +27 11 409 3122

Durban
2nd Floor, Lincoln on the Lake
7 The High Street, Parkside
Umhlanga Ridge
PO Box 2112
Durban, 4000
Tel: +27 31 514 8210
Fax: 086 530 3977

Cape Town
4th Floor
33 Martin Hamerschoeg Way
Foreside, Cape Town
PO Box 2173
Cape Town, 8060
Tel: +27 21 413 7700
Fax: +27 21 414 7394

Bloemfontein
Unit 2, 4 Hartley Street
Hamilton, Bloemfontein
PO Box 32933
Ficksburg, 9317
Tel: +27 51 434 1145
Fax: +27 51 434 1330

Vehicle Trade Centre
3 Furnace Road, Isando
Kempson Park
PO Box 1267
Isando, 1600
Tel: +27 11 570 0169
Fax: +27 11 570 7039

Port Elizabeth
7 Stockelbach Road
North End
Port Elizabeth
PO Box 13899
Hunewald, 6013
Tel: +27 41 373 0746
Fax: +27 41 570 2622

Schedule to the Main Full Maintenance Lease Agreement

Account No. 210143 Deal No. 2196958

Between Bidvest Bank Limited (Reg No. 2000/006470/06) (Vat No. 4680190875) ("the Lessor")
address 1 Park Lane Wierda Valley, Sandton, 2196
and Ubuntu Local Municipality ("the Customer")
Identity No. / Company registration No. NCO71
VAT registration number 4870197581
Physical address 78 Church Street, Victoria West, 7070
concluded on 16.01.2019 ("the agreement")

The Lessor hereby rents to the Customer, who hereby hires the vehicle and accessories specified in the schedule below for the contract period on the terms and conditions of the Full Maintenance Lease - Main Agreement. ("the agreement").

Description of goods

Make:	<u>Isuzu</u>	Registration No:	<u>TBA</u>
Model:	<u>FTR850 F/C C/C Auto Transmission</u>	Year of first registration:	<u>2019</u>
Colour:	<u>White</u>	Drivers name:	<u>Unallocated</u>
Chassis/Serial No:	<u>ACVFTR34H8G022309</u>		
Engine No:	<u>6HK1215434</u>		
Accessories:	<u>Power Steering</u>	<u>900mm Semi Enclosed Cab</u>	<u>Decals & Bidtrack Device</u>
	<u>Refutech Tusker 15m3</u>	<u>Led Beacon Light</u>	<u>ABS</u>

Contract terms

Opening Odo reading:	<u>0</u> km's/hours	Contract period:	<u>36</u> months
Maximum km's/hours:	<u>120000</u> km's/hours	Contract start date :	<u>27.05.2019</u>
Contract end date	<u>01.06.2022</u>		

Payment plan

Monthly rental R 76,769.77 (incl. VAT).
The first rental is due on 01.07.2019 thereafter, payable on the 1st day of each month.
Kilometres/hours travelled in excess of the contracted kilometres will attract at the following fee (excl. VAT):

Maintenance:	<u>754.00</u> cents/km/hr.
Depreciation:	<u>249.00</u> cents/km/hr.
Total excess:	<u>1003.00</u> cents/km/hr.

Rentals are subject to variation as provided in the agreement in terms of clauses 4 and 5.

Optional Services included

Replacement tyres:	<u>Included</u> limited to: <u>6</u> number of tyres.
Roadside assistance:	<u>Excluded</u> (Club McCarthy membership)
Comprehensive insurance	<u>Excluded</u>
Annual License renewal	<u>Excluded</u>
Medical kit	<u>Excluded</u>

Authorisation / Acceptance

For and on behalf of the Customer

Signed at 78 Church Street, Victoria West, 7070
on this 24th day of May 2019

[Signature]
Authorised Signature (Duly authorised)

Designation: Municipal Manager and CFO
Full names & Surname: Dibere Maphosa and Romano Jacobs
ID No/Valid Passport No 670630 5570 083

Witness Signature [Signature]
Full names & Surname: Alida Benitta van Staden
ID No/Valid Passport No: 811008 0265 084

For and on behalf of the Lessor

Signed at Cape Town
on this 24th day of May 2019

[Signature]
Authorised Signature (Duly authorised)

Designation: Regional Finance Manager
Full names & Surname: Ricardo Brink
ID No/Valid Passport No: 7110085191086

Witness Signature [Signature]
Full names & Surname: Leeze Jansen
ID No/Valid Passport No: 7401050118085

