

**SIGNED BY THE PARTIES AS FOLLOWS**

DATE	PLACE	SIGNATURE	WITNESSES
10/02/2011	BLOEMHOUTEN		1
25/01/2011	Kimberley		2

**CERTIFICATE**

I, Wesley J. J. J. J. the person signing the above contract on behalf of the Lessee, hereby certify, warrant and agree that I have been duly authorised to sign the document on behalf of the Lessee. I have been afforded sufficient opportunity to read the contents of the above contract, and have read it. My representation has been made to me by the Lessor or any of its representatives or agents as to the contents of the contract and the meaning thereof.

DATE	PLACE	SIGNATURE	WITNESSES
15/01/2011	Kimberley		1
			2

**RESOLUTION**

Extract from the Minutes of a Meeting of the Members/Directors of

Resolved: That the Lessee be and is hereby authorized to sign, endorse and execute all documents for and on behalf of the Lessee to give effect to this Resolution, with such modification as the Lessee may deem fit, his/her signature to be conclusive proof that the documents which bear it are authorized in terms hereof. This resolution was passed by the Lessee on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

SIGNATURE: \_\_\_\_\_ of the Lessee  
 FULL NAMES: \_\_\_\_\_  
 (IN BLOCK LETTERS)  
 CITY: \_\_\_\_\_

**NASHUA**

**RENTAL AGREEMENT**

1. DEFINITION SCHEDULE	SERIAL NUMBER	MONTHLY RENTAL (VAT EXCL)
DESCRIPTION OF GOODS As per Addendum		3000.00
COMMENCEMENT DATE	INITIAL PERIOD OF HIRE	
	60	

*Cit banks - 1275*

**THIS SCHEDULE SHALL BE PART OF THE CONTRACT BETWEEN THE PARTIES**

Memorandum of Agreement by and between Bersalom (Pty) LTD A Company duly registered in accordance with the Law of the Republic of South Africa and trading as NASHUA OFS AND NORTHERN CAPE, (hereinafter referred to as the Lessor) of Plot 64, Sand du Plessis Avenue, Estoire, Bloemfontein.

Sixxuncu Municipality OF  
Chard Collins Street  
P.O. Box 27 Douglas 8730

Hereinafter referred to as the Lessee.  
 The Lessor hereby agrees to hire the Lessee, who in turn agrees to hire from the Lessor the Goods, Described as in the Schedule above (hereinafter referred to as the goods) at the above rental period and upon the Conditions set out here under.

**2. CONTRACT OF LEASE**

2.1 The Lessor hereby lets the Goods to the Lessee who hires the same at the Rental and subject to the terms and conditions set out herein.  
 2.2 If, at the time of the signing of this contract, the Lessee is already in possession of the Goods, such equipment will constitute the Goods, being the subject matter of this contract. If the Goods are to be delivered after the signing hereof, the Lessor shall be entitled to select the specific equipment to be delivered to the Lessee in accordance with the Schedule set out in this contract. The Lessor shall, hereby identifying the equipment that will constitute the Goods.  
 2.3 If, for any reason whatsoever after the delivery of the Goods, the parties agree to substitute the Goods with another item, such substituted goods will, from the date of delivery thereof, constitute the Goods. The non-variation provisions of clause 10 hereof will not apply to the conclusion of such oral agreement but will only be deemed to have been entered into when the substituted Goods are in fact delivered to the Lessee and this contract will thereafter be deemed to have been amended only in respect of the subject matter of this contract.

**3. DURATION**

3.1 The initial period of hire shall, irrespective of the date of signature of this contract, commence on the Commencement Date and shall, after the initial Period of Hire, continue indefinitely, unless written notice of termination is given by any party at least ninety (90) days prior to the expiry of the initial Period of Hire. After the initial Period of Hire, the contract may be terminated by any party on the anniversary date of Commencement Date, on condition that ninety (90) days prior written notice of such termination is given by registered post and written acknowledgment received from LESSOR.

**4. RENTALS AND PAYMENTS**

4.1 The first rental shall be paid on or before the Commencement Date.

4.2 All subsequent rentals shall be payable on or before the first day of the following month and shall, unless the Lessor or cessantary advises Lessee to the contrary in writing, be payable by means of a debit order.  
 4.3 All payments in terms of this contract, shall be made free of bank or charges at the Lessor's address or at such other place as the Lessor may require in writing. The Lessee shall not be entitled to withhold payment of rentals for any reason whatsoever and the Lessee shall be entitled to claim damages for the non-delivery of the Goods to the Lessee except in the event of the non-delivery of the Goods to the Lessee.  
 4.5.1 For all purposes of this agreement "prime" shall mean the publicly quoted basic rate of interest per annum at which the LESSOR'S bankers will on overdraft, as certified by a manager of the said bankers, or appointment shall not be necessary to prove.  
 4.5.2 The rentals payable in terms of this agreement and the schedules based on prime. Should prime increase during the term of this agreement the rentals shall increase with effect from the date of such increase, subject to the condition that the adjustment is in addition to the amount of the rentals as stipulated in this schedule.

4.5.3 If so required by the LESSOR, the LESSEE shall complete and deliver to the LESSOR a banker's debit order document in such form as the LESSOR may require for purpose of payment of future rentals, and/or other sums payable under this agreement. The LESSEE's signature hereon constitutes the LESSEE's authority to the LESSOR or its cessantary draw against the LESSEE'S bank account, wherever it may be, accounts due in this agreement.

**5. OWNERSHIP**

5.1 Ownership in and to the Goods shall at all times remain vested in the Lessor or its cessantary. The Lessee, or any other person on his behalf or in any way claiming, after the expiry of this contract obtain no right of ownership in the Goods or to the possession thereof or other rights of ownership in the Goods or to the possession thereof or other rights of ownership in the Goods or to the possession thereof.



# ANNEXURE TO MASTER RENTAL AGREEMENT

BERSALOM (PTY) LTD T/A NASHUA

&  
Siyaneema Municipality

(Physical address at which the user choose Domicillium Citandi et Exectandi)

EQUIPMENT	SERIAL NUMBER	RENTAL
SPC 232 SF ✓	551400004 ✓	R 500,00 ✓
SPC 232 SF ✓	551080006 ✓	R 500,00 ✓
PARK ✓	DB014871205 ✓	R 500,00 ✓
Network ✓	2ZE 289110 ✓	R 300,00 ✓
Network ✓	2ZE 289111 ✓	R 300,00 ✓
Network ✓	2ZE 289112 ✓	R 300,00 ✓
Network ✓	2ZE 289113 ✓	R 300,00 ✓
Network ✓	2ZE 289114 ✓	R 300,00 ✓

SIGNED BY THE PARTIES AS FOLLOWS:

DATE \_\_\_\_\_ PLACE \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
LESSOR

WITNESS  
1. \_\_\_\_\_  
2. \_\_\_\_\_

DATE 25/01/2011 PLACE Kimberly SIGNATURE [Signature]  
LESSEE

WITNESS  
1. [Signature]  
2. \_\_\_\_\_