

SIGNED BY THE PARTIES AS FOLLOWS

DATE: 20/7/2003 PLACE: Platteklipfj SIGNATURE: [Signature] WITNESS: [Signature]

DATE: 09.07.03 SIGNATURE: [Signature] LESSOR
 DATE: 09.07.03 SIGNATURE: [Signature] LESSEE

CERTIFICATE

I, B J G de la Bat the person signing the above contract on behalf of the Lessee, hereby certify, warrant and agree that:
 1. I have been duly authorized to sign the document on behalf of the Lessee.
 2. I have been afforded sufficient opportunity to read the contents of the above contract, and have read it.
 3. No representation has been made to me by the Lessor or any of its representatives or agents as to the contents of the contract or the meaning thereof.

DATE: 09.07.03 PLACE: Stellenbosch SIGNATURE: [Signature] WITNESS: [Signature]

RESOLUTION

Extract from the Minutes of a Meeting of the Members/Directors of Stellenbosch Municipality (Lessor)
 Registered Number: _____
 Held at: Stellenbosch on this 07 day of 07 2003
 Resolved: _____

THAT B J G de la Bat in his/her capacity as Member/CEO Services of the Lessee 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 authority as he/she in his/her sole discretion shall deem fit, his/her signature to be conclusive proof that the documents which bear it are authorized in terms thereof. Raising him/her any director of the Lessee be and is hereby authorized and empowered in his/her discretion to settle the terms of the Agreement and to sign the same for and on behalf of the Lessee.

Certified a true extract from the original minutes.
 _____ Member/Director
 _____ Member/Director

DEBIT ORDER AUTHORISATION
 I/We request DOVDAE INVESTMENTS T/A NASHUA WESTERN CAPE to draw against my/our bank current account or bank of account by direct debit order which is occurred in conjunction with the Banks. I/We request the Bank to pay and debit my/our account with all such debits drawn as if each one had been signed by me/us personally.
 This request is to apply to any amount which may be due in terms of the contract.
 I/We understand that either I/We or Nashua, can terminate this debit order with notification to the other party at any time, but that the termination will not affect any withdrawals already made by the Bank and credited to Nashua.
 We personally undertake to advise Nashua in writing of any changes in the Bank details of my/our account.
 Signed at: Stellenbosch
 On: 09.07.03
 Signature of Payer (if not account holder): [Signature]
 If a company is the Payer, its exact name must be shown and an authorised officer must affix its stamp or seal, sign and state his title.

BANK (Cancelled blank, or a used cheque MUST be attached in respect of current account)
 Name of Bank/Building Society: ABSA
 Branch: Stellenbosch
 Bank Code: 632005
 Account No.: 410182071
 Name of the Account Holder (It is important to give the correct name and spelling of the account to be debited):
Stellenbosch Municipality
 Indicate (X) whether it is a transmission, current or other account.
 Current Account Bank Transmission Account
 Building Society Transmission Account
 (1) _____ Authorised Cheque Signatories

NASHUA

RENTAL CONTRACT

1. DEFINITION SCHEDULE

COLUMN A	COLUMN B
LESSOR	Dovdae Investments (Pty) Ltd t/a NASHUA WESTERN CAPE Nashua House, 3 Kopersal Close, Platteklipfj, 7600 PO BOX 245 FAROW 7499
LESSEE	Name: <u>Stellenbosch Municipality</u> Physical Address: <u>Platteklipfj, Stellenbosch 7600</u> Postal Address: <u>P.O. Box 17, Stellenbosch 7500</u> Telephone Number: <u>021- 8088111</u> Facsimile Number: _____ Description: <u>2013 # JS23640444</u>
GOODS	
RENTAL COMMENCEMENT DATE	<u>R 1769.30</u> (U&K VAT) = TOTAL RENTAL R <u>6264.30</u>
INITIAL PERIOD OF HIRE	<u>60</u> months
LANDLORD	Premises at which the goods will be kept Name of Landlord: <u>Council</u> Postal Address: Telephone Number: Facsimile Number:

The schedule shall form part of the contract between the parties and any reference in the contract to a word, phrase or description contained in Column A, shall, unless the content indicates otherwise, have the meaning contained in Column B.

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 Lessee shall be deemed to have been entered into the contract when the substituted Goods are in fact delivered to the Lessee and this contract will thereupon be deemed to have been amended only in respect of the subject matter of this contract.
 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 18 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 thereupon be deemed to have been amended only in respect of the subject matter of this contract.
 3.1 The initial period of hire shall, irrespective of the date of signature of this contract, commence on the Commencement Date and shall terminate on the expiry of the initial Period of Hire. After the initial Period of Hire, the contract may be terminated by any party on the expiry of the initial Period of Hire, on condition that they (s) days prior written notice of such termination is given.
 3.2 After the signing of this contract by the Lessee, it shall not be entitled to withdraw therefrom before the date of acceptance hereof by the Lessor.
 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 each following month and shall, unless the Lessor or Lessee agrees otherwise 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 other charges at the Lessee's address or at such other place as the Lessor or Lessee may direct in writing.

4.4 The Lessee shall not be entitled to withhold payment of any rental for any reason whatsoever and neither shall the Lessee be entitled to claim any remission of rental, save and except in the event of the non-delivery of the Goods to the Lessee.

5.1 Ownership in and to the Goods shall at all times remain vested in the Lessor or its assignor. The Lessee, or any other person on its behalf shall not at any time during or after the expiry of this contract obtain any title or ownership in the Goods or to retain the right of use or enjoyment of the Goods or to retain possession thereof.

5.2 The Lessee shall at the termination of this contract for whatever reason, return the goods at his own expense to the Lessor in good repair and condition and in proper working order; not in good repair and condition if the Goods are damaged, or not in good repair and working condition. The Lessor may replace the Goods in good order and working condition and the costs thereof shall be paid by the Lessee on demand.

The Lessee undertakes that it shall:

6.1 Use the Goods only for the purposes and in the manner for which it is intended to be used.

6.2 Keep the goods free from the claims of other parties or from attachment and shall not alienate, assign or charge the Goods of any part thereof with any encumbrance or allow any third party to arise thereon or after the Goods to any other property with the intention of or in such a manner that the Goods become affixed thereto.

6.3 Allow the Lessor or its agent reasonable facilities for the inspection and/or repair of the goods.

6.4 Keep the Goods in its custody and under its control at the premises mentioned in the Definition Schedule and shall obtain the Lessor's written consent for the removal thereof to other premises. The Lessee shall pay the rental of the premises where the Goods are kept and any contractual obligations, all statutes, regulations or other contractual obligations, pertaining to its occupation of the premises.

6.5 Not use the Goods in contravention of any statute, regulation or any law and shall strictly adhere to the Lessor's or the assignor's instructions as to the use and servicing of the Goods, and shall only use such consumables as are approved by the Lessor.

7. The Lessor shall not be liable to the Lessee or any other person for any loss or damage whether consequential or not caused by any defect in or which may arise from the use of the Goods.

8.1 The Lessee undertakes to examine the Goods or cause same to be examined on or before delivery thereof and the Goods shall irrevocably be deemed to have been delivered in good condition and working order if the Lessee has not, in writing within three (3) days after the date of delivery advised the Lessor to the contrary.

8.2 The parties agree that no warranty as to the condition, quality or fitness of the Goods or as to the fitness of the Goods for any purpose had been given either expressly, tacitly or impliedly and any implied warranty is hereby expressly excluded.

8.3 The risk of loss, damage or destruction to the Goods shall pass to the Lessee on delivery thereof by the Lessor to the Lessee.

8.4 The Lessee shall comprehensively insure the Goods at its own costs against all risk and maintain such insurance policy for the duration of this contract. The Lessee shall be responsible for such policy for the due compliance with all its obligations in and to the terms thereof and in the event of the Lessee failing to do so, the Lessor shall be entitled, but not obliged to take out such policy and pay any premiums thereon. The Lessee, as the case may be, shall be deemed to have agreed to indemnify the Lessor on the event of the Goods being damaged, destroyed or lost and to replace the Goods with similar Goods out of the proceeds of the insurance policy or to compensate the Lessor and to retain the proceeds as payment of its damages, or part thereof.

9.1 The Lessee shall be liable for and shall pay the amount of any Value-added tax, payable from time to time that may be imposed and be payable in place or of such Value-added tax, or in addition thereto.

9.2 The Lessee shall on demand pay all expenses actually incurred by the Lessor either on behalf of the Lessee or as a result of the Lessee's non-compliance with any provision of this contract, including tracing costs, all legal costs calculated on the scale as between attorney and client, and all other costs incurred by the Lessor in connection with the removal and storage of the Goods and all other expenses incurred by taking possession of the Goods.

10.1 The Lessor shall be entitled to receive all or some of its rights in terms of this contract, including the right of ownership in and to the Goods and the Lessee hereby agrees that in the event of such case:

10.1.1 It will hold the Goods on behalf of and in accordance with the instructions and directions of such assignor in place of the Lessor, and

10.1.2 It will continue making all payments due in terms hereof to the Lessor, unless it has been instructed otherwise in writing.

10.2 The Lessee shall not be entitled to or have the right to claim or to delegate its rights and obligations in terms of this contract.

10.3 In the event of such case, all obligations of the Lessor in terms hereof shall notwithstanding such cessation, be discharged by the Lessor and the Lessee will not acquire any right or claim in respect of any such obligation against such assignor.

11. If any amount due to the Lessor is not paid (simultaneously in terms of this contract, irrespective of whether such amount arises from arrears rentals or disbursements) on behalf of the Lessee or from other expenses incurred by the Lessor in connection with this contract as a result of the non-compliance of the Lessee with its obligations, the Lessor shall be entitled, without prejudice to any other rights that it may have, to charge interest on any such arrears or unpaid rental at the rate equal to five percent (5%) above the prime rate of interest charged by the bank of the Lessor on overdraft accounts. Such interest will be calculated on the amount unpaid as determined from the date it became due until the date of actual payment in full, interest and shall be calculated and capitalised monthly in advance.

12.1 The rental shall be payable annually by an amount equal to fifteen percent (15%) of the rental payable during the last month of the previous year.

12.2 Should the Lessor decide to increase the rental at any time during the duration of the contract in addition to the escalation set out in clause 12.1 above, it shall give the Lessee 60 days written notice of such intended increase, in which event the following provisions shall apply:

12.2.1 The Lessee shall be entitled, during the period of sixty (60) days aforesaid to advise the Lessor in writing that it objects to such intended increase of the rental;

12.2.2 The Lessor shall have, for a period of sixty (60) days after receipt by it of such notice of objection, the option to terminate this contract by giving notice, within the said period of sixty (60) days, in writing to that effect to the Lessee, in which event this contract shall terminate at the end of the calendar month following the month during which the notice of termination is sent to the Lessee;

12.2.3 If no notice of objection is given by the Lessor as envisaged by clause 12.2.1 above is received by the Lessor, the Lessee shall be deemed to have agreed to the intended increase in rental;

12.2.4 If no notice of termination is given by the Lessor as envisaged by clause 12.2.2 above, this contract shall be deemed to have agreed to the intended increase in rental.

13.1 The parties choose as their domicile (and at all times) for all purposes under this contract, whether in respect of court process, notices or other documents or communications of whatsoever nature, the respective addresses stated in the Definition Schedule above.

13.2 Any party may by notice to the other party change its domicile and/or telephone number, in the Republic of South Africa, provided that such change shall become effective only on the 7th day after receipt of the notice.

13.3 Any notice to a party contained in a correctly addressed envelope and:

13.3.1 sent by post to the office in the Republic of South Africa in any other party to its postal address or physical address as set out in the definition schedule above, shall be deemed to have been received by such party on the 8th day after the posting thereof.

13.3.2 delivered by hand to a responsible person during ordinary business hours at its physical address as set out in the definition schedule above, shall be deemed to have been received by such party on the day of delivery thereof;

13.3.3 transmitted by fax to the before number as set out in the definition schedule above shall be deemed to have been received by the addressee on the day after the transmission thereof.

13.4 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at the chosen domicile (and at all times).

13.5 The Lessee undertakes and shall be obliged whether it gives notice under this clause or not, to advise the Lessor of any change of its particulars contained in the Definition Schedule above.

14. Should the Lessee fail to comply with any of its obligations arising from this contract or to attempt to compromise with or to do or attempt to do or cause to be done anything which may prejudice the Lessor's right under this contract, or to allow any person (1-4) days after it came to his notice or be subject to legal management, or should the Goods be seized under a writ of attachment, or should the Goods be seized under a writ of attachment, the Lessor shall have the right, without prejudice to any other right which it may have at law:

14.1 Without terminating this contract, to treat as if it were a lease and to pay the rental which would otherwise have become due and payable in terms of this contract, and to claim and recover from the Lessee, forthwith the agreed rental and the amount of such arrears as well as all rentals and other sums then in arrears in terms of this contract. The Lessor shall, pending payment of all those amounts, be entitled to be in possession of the Goods and to retain possession thereof until full payment by the Lessee whereupon the Goods will be returned to the Lessee and Lessee shall not be entitled to any rebate of rental or other amount by reason of its late possession and enjoyment.

15. The amount of the Lessee's indebtedness to the Lessor at any time, the interest rates from time to time and any other factor relating to the termination of such indebtedness as well as the due date for payment of such amount, may at the option of the Lessor be proved by a certificate signed by any manager of the Lessor. It shall not be necessary to prove the appointment and authority of the person signing such certificate. Such certificate shall be binding on the Lessee as if it were a valid liquid document against the Lessee in any competent court for the purpose of obtaining provisional sentence or summary judgment against the Lessee.

16. The Lessee hereby consents to the jurisdiction of the Magistrate's Court having jurisdiction over the matter in respect of any action by the Lessor arising from this contract, in cancellation thereof. This consent does not constitute a waiver of any other competent court and the Lessor shall be entitled in its discretion to institute action against the Lessee in any court of competent jurisdiction. The parties agree that this consent is severable and shall apply even in the event of the cancellation of this contract.

17. All monies paid by the Lessee to the Lessor shall be applied in the first instance to the payment of any additional amounts payable by the Lessee to the Lessor and the balance shall be applied to the payment of rental. The Lessor may, notwithstanding the above, in its own discretion and without notice to the Lessee, pay any monies received by it from the Lessee in payment of any other amounts due by the Lessee to the Lessor, whether in respect of goods sold, services rendered, monies advanced or any other whatsoever. The Lessee shall forthwith and on demand return any amount in the amount due in terms of this contract which may arise in this manner.

18. No indulgence, latitude, extension of time or omission by the Lessor shall constitute a waiver by the Lessor of any of its rights under this contract and shall not amount, in any case whatsoever, to a condonation by the Lessor of any act or omission on the part of the Lessee and such conduct shall not, in any circumstances whatsoever, give rise to a defence of estoppel. The acceptance by the Lessor of any payment by the Lessee after the cancellation of this contract shall not be deemed to be a waiver of the Lessor's rights or a novation hereof.

19. The parties agree that this contract is the entire agreement between them. No variation hereof, the waiver of any right, the release from any obligation or consensual cancellation hereof shall be of any force or effect unless reduced to writing and signed by the parties.

20. The Lessee shall be liable for and shall pay the amount of any Value-added tax, payable from time to time that may be imposed and be payable in place or of such Value-added tax, or in addition thereto.

21. The Lessee shall on demand pay all expenses actually incurred by the Lessor either on behalf of the Lessee or as a result of the Lessee's non-compliance with any provision of this contract, including tracing costs, all legal costs calculated on the scale as between attorney and client, and all other costs incurred by the Lessor in connection with the removal and storage of the Goods and all other expenses incurred by taking possession of the Goods.

22. Any party may by notice to the other party change its domicile and/or telephone number, in the Republic of South Africa, provided that such change shall become effective only on the 7th day after receipt of the notice.

23. Any notice to a party contained in a correctly addressed envelope and:

23.3.1 sent by post to the office in the Republic of South Africa in any other party to its postal address or physical address as set out in the definition schedule above, shall be deemed to have been received by such party on the 8th day after the posting thereof.

23.3.2 delivered by hand to a responsible person during ordinary business hours at its physical address as set out in the definition schedule above, shall be deemed to have been received by such party on the day of delivery thereof;

23.3.3 transmitted by fax to the before number as set out in the definition schedule above shall be deemed to have been received by the addressee on the day after the transmission thereof.

23.4 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at the chosen domicile (and at all times).

23.5 The Lessee undertakes and shall be obliged whether it gives notice under this clause or not, to advise the Lessor of any change of its particulars contained in the Definition Schedule above.

24. Should the Lessee fail to comply with any of its obligations arising from this contract or to attempt to compromise with or to do or attempt to do or cause to be done anything which may prejudice the Lessor's right under this contract, or to allow any person (1-4) days after it came to his notice or be subject to legal management, or should the Goods be seized under a writ of attachment, or should the Goods be seized under a writ of attachment, the Lessor shall have the right, without prejudice to any other right which it may have at law:

24.1 Without terminating this contract, to treat as if it were a lease and to pay the rental which would otherwise have become due and payable in terms of this contract, and to claim and recover from the Lessee, forthwith the agreed rental and the amount of such arrears as well as all rentals and other sums then in arrears in terms of this contract. The Lessor shall, pending payment of all those amounts, be entitled to be in possession of the Goods and to retain possession thereof until full payment by the Lessee whereupon the Goods will be returned to the Lessee and Lessee shall not be entitled to any rebate of rental or other amount by reason of its late possession and enjoyment.

Handwritten signature: *And*
FD-PA

Handwritten signature: *And*
FD-PA

1. NASHUA agrees to:
- (a) Maintain the equipment in an efficient operating condition. Nashua shall not be liable for any loss, including consequential loss, arising from the malfunction or failure of the equipment due to misuse or negligence or from any other cause whatsoever. Any repairs or service required by the customer due to misuse or negligence or from any other cause outside normal working hours may, at Nashua's discretion, be charged to the customer in accordance with Nashua's current service charges and conditions.
 - (b) Supply paper and consumables at Nashua's current prices applicable at the date of delivery of such consumables.

2. The Customer agrees to:

- (a) Use only paper and consumables approved by Nashua. Paper and Consumables may be purchased from Nashua at prices applicable at date of delivery.
- (b) Pay Nashua as set out in the schedule of charges. Unless stipulated otherwise the charges include service, parts and labour, but exclude paper, toner, master units, oil, maintenance kits and other consumables. This rate may be varied from time to time in accordance with Nashua's current pricing schedule.
- (c) Provide two persons as "principal operators" to be trained on the use of the equipment. The Customer shall notify Nashua, in writing of change of these personnel.
- (d) Provide access at any time during normal working hours to any authorized representative of Nashua for any of the purposes of this agreement.
- (e) Accept liability for damage to the equipment if the damage is due to negligence on the part of the Customer or its employees or persons who have access to the equipment.
- (f) Pay amounts due to Nashua on receipt of invoice, failing which Nashua may summarily and without notice suspend or cancel supply of service and consumables until all outstanding amounts due to Nashua are paid.
- (g) Where applicable supply Nashua, in a manner determined by Nashua, with a meter reading for each piece of equipment every month and/or when required for the purposes of this agreement.
- (h) Comprehensively insure the equipment at its own cost against all risk including acts of God, power surges and lightning, and maintain such insurance policy for the duration of this contract. Should equipment be found to be uninsured, the customer will be held fully liable for any damage and/or loss to/of equipment.
- (i) Keep the goods in its custody and under its control at the business premises/address mentioned in the Continuous Service Agreement and shall notify Nashua of the removal thereof to other premises.
- (j) Pay Nashua for the relocation of equipment at current pricing. Only Nashua personnel may relocate equipment. In the event of the machine being out of commission due to Customer non-usage, or in storage for a period exceeding 60 days, Nashua reserves the right to charge at current rates for re-commissioning the equipment.

3. Duration of Agreement

This agreement shall commence on installation of the equipment and shall be for an initial period of ... months and thereafter for an indefinite period subject to the right of the Customer or Nashua to terminate the agreement upon not less than 90 days written notice.

4. Included Consumables (if applicable)

- (a) Where toner is included in a copy charge, Nashua will supply toner free of charge for the equipment, i.e. one (1) toner cartridge when required providing that at least 50% of the recommended yield is reached, (measured as per the manufacturer's specifications at a rate of 6% coverage)
- (b) Any extra toner that may be required for the machine will be for the customer's own account prorated for percentage of yield not reached and will be charged at Nashua's applicable pricing at the time.
- (c) An official purchase order from the customer will be required before toner will be released.
- (d) Where OPC and/or Maintenance kits are included, Nashua will supply and replace such units as required by the equipments replacement schedules.
- (e) Should it be determined that a OPC/Maintenance unit needs replacement before the stipulated yield was reached and that damage or wear was due to use of the equipment outside normal working parameters and/or abuse, replacement cost will be for the customer's own account prorated for percentage of yield not reached and will be charged at Nashua's applicable pricing at the time.

- 5. Should the equipment be utilized in excess of the recommended monthly usage as stipulated by the manufacturer, an additional service fee as outlined in clause 9 below will apply.
- 6. Software (operational and application software) related problems are not covered by this contract, and are subject to labour and travel charges, for the customer's account. Licensed Software packages in use must be

Date of installation: 06.11.06
 Opening Reading: 45810 / 186303
 Place of installation: Plain Street, Stellenbosch

Description:	Model:	Serial number:
	AF 1232	J2637200616
Peripherals:	Model:	Serial number:
	ARCIF 75	J0947907052
	Model:	Serial number:
	001430	J2946701088
	Model:	Serial number:
	DMTSCAN 122	J3349601790
	Model:	Serial number:
	WFE 1232	J3740700624
	Model:	Serial number:
	CR 203545	

7. Equipment covered by this agreement

Please specify ALL inclusive product codes and yields

TONER/ PCU/ MAINT KIT	Recommended yield/copies	Copies required before free Toner/unit will be supplied
TONM2BLA	25000	21250
TONM2CIN	17000	14450
TONM2MAG	17000	14450
TONM2YLU	17000	14450

Please specify Yes or No

- Black Toner inclusive? yes
- Colour Toner inclusive? yes
- PCU/Master Unit inclusive? yes
- Maintenance kits inclusive? no

Signature



available on site. It is the customer's responsibility to maintain proper backups at all times. Should the system fail, Nashua will not be held responsible for any lost data. Nashua cannot be held responsible for any losses, consequential or other, in the event of data loss due to backup program failure.

Signed on behalf of NASHUA WESTERN CAPE
 Signature: [Signature]
 Name: J. Bekka
 Capacity: Buxton
 Date: 13/12/2006

Signed on behalf of CUST/DMER
 Signature: [Signature]
 Name: L P FOUKIE
 Capacity: Act. Dir. Strategic Services
 Date: 10/11/2006

Name	Niki da Plessis
Telephone no	021-80881131
Fax no	021-8088132
Email address	Niki.da.plessis@stellentel.com

11. Meter Reading Contact Person

Rate p/hour			
VAT			
TOTAL			
Software and network support per hour			
Helpdesk support			
RDS support (per incident)			

10. Software / Network support

CPC	10c	21,55	21,55	
VAT	14c	2,02	2,02	
TOTAL				
all black AT				
all colour AT				

9. Schedule of charges

8. Minimum Service Charge

The following minimum service charge will be applicable:

R 110

Signature

[Signature]