SCAN FILES TO DEPT/USER

Date Sys.Date 07/12/07 Sys.Time 15:55

Call Operator VTM Call Operator VICTORIA MADISA

Operator Code chm Operator Name CHARLES MUKHARI

Picking Slip No 1266046

Box.No 210011 : 136405 : 205314 :

Acct.No 61868394

First Name GAELEBOLE

Surname LEEPILE

Address ABSA FORUM BUILDING
C/O NELSON MANDELA & DONALD
MURRAY STREET. BRENTWAG

City
Post.Cde
Home No
Work 051 401 1047
Cell
Fax 086 630 9601
Co Status .
IN IN IN NR NR NR NR FRMDOC N/A N/A

Code	Instructions
3	CONTRACT COPY

Comments FAX\POST

Bankfin

Lease Agreement

ABSA Bank Limited, Reg No 1986/004794/06 Trading as Bankfin

BE2

STAMP DUTY PAID
SEELREGTE BETAAL

TAX INVOICE - 61868384 VAT REG. NR. - 4940112230

Between	ABSA BANK LIMITED REG. NO. 86/004794/06	(Hereinafter called "Lessor")
of	2ND FLOOR ABSA BUILDING DONALD MURRAY STREET, BLOEMFONTEIN	(Street address as Business address)
and	MALUTI-A-PHOFUNG MUNICIPALITY	(Hereinafter called "Lessee")
of	CNR. MOREMONOLO & MOTLOUNG STREET, PHUTHADITJHABA	(Street or Business or Residential address)

Whereby the Lessor lets to the Lessee who hires the Goods as described below ("the Goods") upon the terms and conditions set out below and on the back of the agreement.

"13(1) When any credit agreement in respect of which the initiative emanated from any credit grantor or his manager, agent or employee, is signed by any credit receiver at a place other than the business premises where the credit grantor or his manager, agent or employee ordinarily carries on business, the credit receiver may within five days after the date of the credit agreement terminate it by notice in writing delivered or sent by prepaid registered mail to the credit grantor, and by tendering the return of any goods delivered to him in terms of the credit agreement."

ABSA Bank Ltd ("the Bank") is authorised to:
- disclose all information relating to any of the Hirer's/Buyer's accounts with the bank to all divisions and entities in and entities associated with the ABSA Group of Companies, and
- disclose information pertaining to the Hirer's/Buyer's accounts and the conduct by the Hirer/Buyer of its accounts to other banks and credit bureaux upon request for such information.
- the Hirer/Buyer acknowledges that the financing has been approved upon the strength of information by the Hirer/Buyer and that the information is complete and correct and may be verified by the Bank.

Description of goods:

Make	NISSAN DIESEL UD 80	Model	CHASSIS CAB
Engine No.	SE6205493B	Chassis No.	ADDT5300000002Z68
Year of first registration	2003	Serial No.	

Specified maximum km usage for the period of the transaction km Excess charge per km R
Provisional book value of goods (BV) *R
Rate of finance charges per year subject to clause 1.2 of the Conditions 15.500 %
Rate of finance charges for the period of this transaction is Linked Current prime rate 15.500%

Purchase Price			Levies included in Principal Debt (Specify)			Initial Payment/ Book Value			Recoverable Amount		
Cost Price of goods	R	499,227.21	Stamp Duties	R	100.40	* Value of Trade-ins	R	0.00	Total A	R	573,419.02
Cost Price of extras	R	4,300.00	Insurance	R	0.00				+Total B	R	100.40
VAT	R	69,891.81	CLI	R	0.00	* Cash	R	0.00	Sub Total	R	573,519.42
			Guarantees	R	0.00	Present Value of the Book	R		-Total C	R	0.00
Total A	R	573,419.02	Total B	R	100.40	Total C	R	0.00	Principal Debt	R	573,519.42
									Finance Charges	R	249,604.98
									*Documentation Fee	R	0.00
									Recoverable Amount	R	823,124.40

* VAT inclusive where indicated, as well as on all instalments

Breakdown of Extras (VAT exclusive)

COMPLETE WITH REFUSE COMPACTOR	R0.00
REAR LOAD	R0.00
MANAGEMENT FEE	R4,300.00
0	R0.00
0	R0.00

Payment structure of Instalments

Commencement date 14/08/2003 Termination Date 01/08/2008
First Instalment (excluding initial payment) R13,718.74 due on 01/08/2003
Thereafter 58 instalment(s) of R13,718.74 due on the same day of each successive month with a
Final Instalment of R13,718.74 due on 01/03/2008

Address of the premises where the goods will normally be kept CNR. MOREMONOLO & MOTLOUNG STREET, PHUTHADITJHABA
Where applicable, the name and address of the lessor/owner of the mentioned property:

Signed at Bloemfontein This 14 day of August 2003

Signature (Lessor) Witness 1 9927176 Witness 2
FOR AND ON BEHALF OF ABSA BANK LIMITED REG. NO. 86/004794/06

1904047

Signed at Harrismith This 14 day of August 2003

Signature (Lessee) Witness 1 Witness 2
FOR AND ON BEHALF OF MALUTI-A-PHOFUNG MUNICIPALITY

BANKFIN
ABSA Bank Bpk. Reg. No. 86/04794/06
Handeldrywend as BANKFIN
ABSA Forum Gebou, Tweedevloer
H/v Zastron & Donald Murraystraat, BFN
401 0888 Faks 4011128/9

SCAN FILES TO DEPT/USER

Date Sys.Date 07/12/07 Sys.Time 15:51

Call Operator VTM Call Operator VICTORIA MADISA

Operator Code chm Operator Name CHARLES MUKHARI

Picking Slip No 1266027

Box.No 210086 : 136612 : 205178 :

Acct.No 61866901

First Name GAELEBOLE

Surname LEEPILE

Address ABSA FORUM BUILDING
C/O NELSON MANDELA & DONALD
MURRAY STREET.BRENTWAG

City
Post.Cde
Home No
Work 051 401 1047
Cell
Fax 086 630 9601
Co Status .

IN IN IN NR NR NR NR FRMDOC N/A N/A

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Bankfin

STAMP DUTY PAID
SEELREGTE BETAAL

Afbetalingsverkoopooreenkoms

ABSA Bank Beperk, Reg-no 1986/004794/06 Handeldrywend as Bankfin

BA1

BELASTINGFAKTUUR - 61666801 B.T.W. Reg. Nr. - 4940112230

Tussen	ABSA Bank Beperk (1986/004794/06)	(Hierna die "Verkoper" genoem)
Van	ABSA Forum Gebou, 2de Vloer, h/v Donald Murraystraat, Bloemfontein, 9301	(Straatadres as Sakeadres)
En	MALUTI - A - PHOFUNG MUNICIPALITY	(Hierna die "Koper" genoem)
Van	CNR MOREMOHOL & MOTLOUNG STREET, PHUTHADITJHABA	(Straatadres as Sake of Woonadres)

Die Verkoper verkoop hiermee die Goedere hieronder beskryf ("die Goedere") aan die Koper wie dit koop onderworpe aan die standaard voorwaardes soos hieronder en agterop vermeld.

"13(1) Wanneer 'n kredietooreenkoms ten opsigte waarvan die inisiatief uitgegaan het van 'n kredietgewer of sy bestuurder, agent of werknemer, deur die kredietopnemer onderteken word op 'n ander plek as op 'n besigheidsperseel waar die kredietgewer of sy bestuurder, agent of werknemer gewoonlik besigheid doen, kan die kredietopnemer binne vyf dae na die datum van die kredietooreenkoms dit beëindig by skriftelike kennisgewing aan die kredietgewer oorhandig of per vooruitbetaalde geregistreerde pos aan hom gestuur, en deur teruggawe aan te bied van enige goedere wat ingevolge die kredietooreenkoms aan hom gelewer is."

ABSA Bank Beperk ("die Bank") is gemagtig om:
- alle inligting met betrekking tot enige van die Huurder/Koper se rekenings met die Bank te openbaar aan alle divisies en entiteite in en geassosieer met die ABSA Groep van maatskappye, en
- informasie met betrekking tot die Huurder/Koper se rekening en die bedryf van die rekening deur die Huurder/Koper te openbaar aan ander banke en kredietburos op navraag van sodanige inligting.
- Die Huurder/Koper erken dat die finansiering op sterkte van die inligting deur die Huurder/Koper goedgekeur is en dat die inligting volledig en korrek is en deur die Bank verifieer mag word.

Beskrywing van Goedere:			
Fabrikaat	NISSAN	Model	DIESEL MD5 CHASSIS CAB
Enjin Nr	FE62054076	Onderstel Nr.	ADDT530000000232
Jaar van registrasie	2003	Reeks Nr	

Finansieringskostekoers per jaar onderworpe aan klousule 1.3 van die Kondisies 15.737 %
Finansieringskostekoers vir die termyn van die transaksie is Gekoppel Huidige Prima k 15.500 %

Koopprys		Heffings by Hoofskuld ingesluit (Spesifiseer)		Aanvanklike Betalings / Boekwaarde		Invorderbare Bedrag	
Koopprys Goedere	R359,333.00	Inkomste Seëls	R100.40	* Waarde van Inruil	R0.00	Totaal A	R409,639.62
Koopprys Ekstras	R0.00	Versekering	R0.00			+Totaal B	R100.40
BTW	R50,306.62	KLV	R0.00	* Kontant	R0.00	Sub Totaal	R409,740.02
		Waarborge	R0.00			-Totaal C	R0.00
						Hoofskuld	R409,740.02
Totaal A	R409,639.62	Totaal B	R100.40	Totaal C	R0.00	Finansierings koste	R180,911.98
						*Dokumentasie Fooi	R3,000.00
						Invorderbare Bedrag	R593,652.00

* BTW insluitend waar aangetoon, asook op alle paaiemente

Ontleding van Ekstras (BTW uitgesluit)			
WITH 5.1 CUBIC METER TIPPING BODY	R0.00	0	R0.00
0	R0.00	0	R0.00
0	R0.00	0	R0.00
0	R0.00	0	R0.00
0	R0.00		

Terugbetaling struktuur

Aanvangsdatum 04/08/2003 Vervaldatum 01/08/2008
Eerste Paaiment (uitgesluit aanvanklike betaling) R9,894.20 betaalbaar op 01/09/2003
Daarna 58 paaiement(e) van R9,894.20 elk op die ooreenstemmende dag van elke daaropvolgende maand
Finale paaiement van R9,894.20 betaalbaar op 01/08/2008

Adres van die perseel waar goedere gewoonlik gehou gaan word: CNR MOREMOHOL & MOTLOUNG STREET, PHUTHADITJHABA
Indien van toepassing, naam en adres van die verhuurder/eienaar van die perseel

Geteken te Bloemfontein Hierdie 4 dag van Augustus 2003

Handtekening (Verkoper) Getuie 1 9007176 Getuie 2
NAMENS ABSA Bank Beperk (1986/004794/06)
70CA003

Geteken te Bethlehem Hierdie 4 dag van Augustus 2003

Handtekening (Koper) Getuie 1 Getuie 2
NAMENS MALUTI - A - PHOFUNG MUNICIPALITY

BANKFIN
ABSA Bank Bpk, Reg No 86/04794/06
Handeldrywend as BANKFIN
ABSA Forum Gebou Tweedevloer
h/v Mandela & Donald Murraystraat, BFN
Tel 051 401 0888 Faks 401 1128/8

SCAN FILES TO DEPT/USER

Date Sys.Date 07/12/07 Sys.Time 16:00

Call Operator VTM Call Operator VICTORIA MADISA

Operator Code chm Operator Name CHARLES MUKHARI

Picking Slip No 1266056

Box.No 219886 : 210919 : 210919 :

Acct.No 62689892

First Name GAELEBOLE

Surname LEEPILE

Address ABSA FORUM BUILDING
C/O NELSON MANDELA & DONALD
MURRAY STREET.BRENTWAG

City
Post.Cde
Home No
Work 051 401 1047
Cell
Fax 086 630 9601
Co Status .
IN IN IN NR NR NR NR FRMDOC N/A N/A

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3 CONTRACT COPY

Comments FAX\POST

12-DEC-2007 11:50 FROM ABSA TO 00866309601 P.02/03

13.NOV.2003 9:04 FORD CREDIT DBN 3663448 NO.308 P.4

Lease Agreement

Ford Credit

Stamp Duty Paid
Seëlreg Betaal

FFS Finance South Africa (PTY) Limited
Reg No 1986/002238/07 Trading as Ford Credit

VAT No: 4340117292
Contract No: 52689892

Between	DRIES MOTORS (EDMS) BPK	(Hereinafter called the 'Lessor')
Of	4 WARDEN STREET,HARRISMITH,9880	(Business address)
And	MALUTI A PHUFONG MUNICIPALITY	(Hereinafter called the 'Hirer')
Of	CNR MOREMOHOLO AND MOTLUNG, PHUTHADITJHABA, 9866	(Street address of Business or Residential address)

The Lessor rents the goods ("the Goods") described below to the Lessee who hires the Goods for the rental payments mentioned below, upon the terms and subject to the conditions set out below and handed to yourself. The Lessee acknowledges that the Lessee has read this agreement, understands it and that it is drawn up in the official language of the Lessee's choice.

The Lessee's attention is drawn to Section 13(1) of the Credit Agreements Act, No. 75 of 1980, which provides that:

"When any credit agreement in respect of which the initiative emanated from any credit grantor or his manager, agent or employee, is signed by any credit receiver at a place other than the business premises where the credit grantor or his manager, agent or employee ordinarily carries on business, the credit receiver may within five days after the date of the credit agreement terminate it by notice in writing delivered or sent by prepaid registered mail to the credit grantor, and by tendering the return of any goods delivered to him in terms of the credit agreement."

Description of goods

Make	FORD	Model	RANGER 1800 SWB	Year of first Registration	2003
Engine No.	F897418	Chassis No.	AR503660	Serial No.	
Registration No.	NEW	Kilometre reading			

Book value of goods (BV) *R as at expiry date.
Rate of finance charges per year 12.270% linked at a rate 0.270% above the prime rate.

Purchase Price		Levies included in principal debt (specify)		Initial Payment		Recoverable Amount	
Cash price of goods	R 78000.00	Stamp duties	R 60.00	*Trade-in value	R	Total A	*R 98135.30
Cost price of Extras	R 8145.00	*Insurance	R	*Cash	R	+Total B	*R 60.00
VAT	R 11990.30	CLI	R	*Present value of the book value	R	Sub Total	R 98195.30
		*Guarantees	R			-Total C	*R 0.00
Total A	R 98135.30	Total B	R 60.00	Total C	R 0.00	Principal debt	R 98195.30
						Finance charges	R 32243.60
						*Documentation fees	R 900.00
						Recoverable amount	R 131338.90

Breakdown of extras (VAT exclusive)

GEARLOCK	R 595.00	LICENCE & REG	R 500.00
RUBBERISE	R 1750.00	CANOPY	R 5300.00
	R		R
	R		R
	R		R

Payment structure of rental payments
Commencement date 13/11/2003 — Expiry date 01/11/2008
First rental payment (excluding initial payment) — *R 2188.98 due on 01/12/2003
Thereafter 58 rental payments of — *R 2188.98 each payable on the same day of each successive month.
Final payment — *R 2188.98 due on 01/11/2008

Debit order authorisation
The Lessee hereby authorises the Lessor or its order or assigns to debit the Lessee's cheque account:
Account no 62026... Clearing no 231730
at (Bank) FIRST NATIONAL BANK (Branch) PHUTHADITJHABA
from time to time any payment of monies due to the Lessor in respect of this Lease Agreement without obtaining further authority from the Lessee.

Lessee

*VAT inclusive where indicated, as well as on all rental payments

Address of premises where goods will normally be kept: CNR MOREMOHOLO AND MOTLUNG, PHUTHADITJHABA
Where applicable, the name and address of the landlord of the premises mentioned above:

Signed at HARRISMITH on 13 November 2003

Signature (Lessor) Witness 1 Witness 2

Signed at PHUTHADITJHABA on 13 November 2003

Signature (Lessee) Witness 1 Witness 2
MRS MALUTI A PHOFUNG MUNICIPALITY
ID number (Lessee)

Signed at on

Signature (**Spouse/***Guardian) Witness 1 Witness 2

** The Spouse of the Lessee must countersign this document in the presence of two witnesses if the Lessee is married in community of property unless this agreement is entered into by the Lessee in the ordinary course of the Lessee's business or profession.
*** The Guardian of the Lessee must countersign this document if the Lessee is a minor.

Terms and Conditions: Lease Agreement/Rental/Rent-2-Buy

1. PAYMENT

1.1 All payments under this agreement must be paid by the Lessee on or before the due date, without any deductions, at the business address of the Lessor or at such other address as the Lessor may indicate in writing.

**1.2 The Lessor and Lessee hereby agree that the finance charges of this transaction will be calculated as agreed upon but subject to the following:

1.2.1 should the parties have agreed upon a fixed finance charge rate, the rate of finance charges will remain the same during the period of this transaction.

1.2.2 should the agreement indicate a linked rate, the Lessor and Lessee hereby agree that the rate of finance charges will be increased/decreased by the same percentage point as the increase/decrease of the prime overdraft rate charged by Absa Bank Limited from time to time on overdraft cheque facilities granted to its best unsecured corporate clients ("the prime rate"), which increase/decrease is to coincide with the increase/decrease of the prime rate.

1.2.3 should the finance charge rate be increased/decreased as envisaged in 1.2.2 above, the Lessor may recalculate each outstanding rental payment and will inform the Lessee accordingly.

**1.3 If the Lessee fails to pay any amount which is owing to the Lessor in connection with this transaction on the date on which such amount is payable, or if the Lessee and Lessor agree to defer the payment of an amount which is owing by the Lessee, the Lessor will be entitled to recover an additional amount in finance charges which shall be calculated on the basis of the total amount which is payable but unpaid, the finance charge rate per annum then applicable to this transaction and, as the case may be, the period during which the default continues or the period for which payment is deferred as aforesaid which finance charges will be calculated and compounded on payment dates.

*1.4 The Lessor and the Lessee expressly agree that the rental payable under this agreement is calculated after taking the cost to the Lessor of its purchase of the Goods from the supplier into account. Consequently, in the event that the prime rate charged by Absa Bank Limited from time to time on overdraft cheque facilities granted to this best unsecured corporate clients ("the prime rate") varies, the rental payable under this agreement shall vary accordingly.

*1.5 If the Lessee fails to pay any rental, any damages or any other amount payable under this agreement on the due date thereof, a penalty shall be levied on any such arrear amount at a compound rate of 2,5% (two comma five percent) per month from the date on which payment is due until the date of payment, both days inclusive, without prejudice to any other rights which the Lessor may have arising from such default.

2. THE GOODS

The Lessee will,

2.1 keep the Goods in the Lessee's possession, maintain them in good working condition at the Lessee's own cost, not make the Goods available for use by another person or body, not allow any unqualified or unlicensed driver/operator to use the Goods and not remove the Goods from the Republic of South Africa without the prior written consent of the Lessor;

2.2 normally keep the Goods on the premises mentioned in this Agreement and must notify the Lessor by registered post of the name and address of the landlord of any new/intended premises before allowing the Goods to be kept at such premises;

2.3 not use the Goods in any illegal manner or for any illegal purpose or in a manner which may render any claim invalid under an insurance policy in respect thereof;

2.4 keep the Goods free from claims by third parties and from attachment and may not alienate or transfer or encumber them either in part or as a whole, or allow any lien to arise in respect thereof;

2.5 allow the Lessor or the Lessor's agent reasonable opportunity to inspect the Goods;

2.6 where applicable, at the Lessee's cost register and license the Goods and obtain all the necessary certificates, approvals or exemptions prescribed by the authorities in respect of the Goods or the use thereof for whatever purpose;

2.7 not modify the Goods without the prior written consent of the Lessor and any addition or renovation to or replacement of the Goods and all fittings thereof will be deemed to become part of the Goods, without any right to compensation.

3. DELIVERY AND ACCEPTANCE

The Lessee acknowledges that

13/11/2003

3.1 the Goods have been purchased by the Lessor from the Supplier at the Lessee's request and only for the purpose of renting the Goods to the Lessee in terms of this agreement.

3.2 the Lessor makes no representations or warranties, whether express or implied to the Lessee as to the Goods or their fitness for any purpose whatsoever except for the common law warranties.

4. OWNERSHIP

4.1 The Lessee acknowledges that ownership of the Goods will remain vested at all times in the Lessor or his successor in title and that the Lessee, or any person on his behalf, will at no stage during or after this agreement acquire ownership of the goods by reason of mere possession of the Goods or in terms of this agreement, subject to the Lessee's rights (if any) in terms of Section 6K of the Usury Act 73 of 1968, as amended ("the Usury Act").

4.2 The Lessee must return the Goods in their original condition, fair wear and tear excepted to the Lessor on termination or cancellation of this agreement for whatever reason.

5. CESSION AND DELEGATION

5.1 The Lessor has the right to cede and transfer to any person any of its rights under this agreement including ownership of the Goods and in any such event the Lessee agrees to hire the Goods from the cessionary from the date of cession and make all payments due in terms of this agreement to the cessionary after receipt of notice of cession. In the event of such cession, any reference to the Lessor shall be deemed to be a reference to the cessionary.

5.2 The Lessee does not have the right to cede or delegate the Lessee's rights or obligations under this agreement without the Lessor's prior written consent.

6. RISK

**6.1 The full risk of loss of or damage to the Goods, whether attributable to irresistible force, inevitable accident or any other cause will pass to the Lessee on signature by the Lessee of this agreement. The Lessor will not be liable to the Lessee for any loss or damage caused by any defect in the Goods or arising from the use of the Goods.

*6.2 Where a book value has been determined in respect of the Goods, the Lessor will accept the risk at termination of the rental Agreement of depreciation of the Goods below the agreed book value provided that the Goods are in a good working order, free from damage or blemishes, fair wear and tear excepted, subject however to the provisions of the clause 9 hereof.

7. INSURANCE

7.1 The Lessee shall comprehensively insure the Goods and keep the Goods insured for the duration of this agreement at the Lessee's own cost and before accepting delivery thereof, for not less than the amount of the principal debt or their reasonable replacement value, as determined by the Lessor in its own discretion, whichever is the greater amount.

7.2 The insurance policy or policies are hereby ceded to the Lessor as security for any amount owing by the Lessee to the Lessor in connection with this transaction.

7.3 The Lessee must notify the Lessor immediately in writing of any loss of or damage to the Goods and accepts responsibility for such loss or damage, and will repair the Goods or have them repaired at the Lessee's own cost and will make use only of new materials or parts and of qualified workmanship.

7.4 If the Lessee fails to comply with the Lessee's obligations in terms of clause 7.1, the Lessor will be entitled to insure the Goods and/or pay the premiums on behalf of the Lessee and will be entitled to either recover the costs incurred in doing so directly from the Lessee, or to add such costs to the Lessee's account and to recover same in instalments over the remaining period of the agreement.

* *Only applicable if the agreement is a rental agreement.*
** *Only applicable if the agreement is a lease or Rent-2-buy agreement.*

8. EXPIRY AND EARLY REDEMPTION

The Lessee will not be entitled to terminate this agreement whether wholly or in part prior to the expiry date thereof as set out in this agreement, unless the Lessor agrees to early termination and then only on the terms and subject to the conditions determined by the Lessor.

9. MAINTENANCE AND REPAIRS

9.1 The Lessee and Lessor hereby agree that the Lessor may recover from the Lessee any reasonable costs incurred by the Lessor in connection with the repair or maintenance of the Goods, either during the term of this agreement or thereafter to reinstate it to its original condition, fair wear and tear excepted, which cost shall be payable on demand.

9.2 The provisional book value (if any) of the Goods as reflected in this agreement is based on the assumption that the Goods will be in good order and condition on termination hereof and not be used for longer than the term of this agreement. Should any of the assumptions be incorrect on termination of this agreement for whatever reason, the provisional book value will be reduced by either the costs to be paid by the Lessee in terms of clause 9.1, as determined by the Lessor. Apart from the above, the provisional book value will become the book value of the Goods on termination of this agreement.

*9.3 If the Lessee exceeds the maximum kilometers, the Lessee must reimburse the Lessor for such excess kilometers at the excess charge rate per kilometer. Such charge will be used to reduce the provisional book value as provided for in this agreement. The Lessee will also not be entitled to any rebate or reduction of payments, book value or other benefit by reason of his inability or neglect to make use of the Goods for whatever reason.

10. PAYMENTS BY THE LESSOR

10.1 The Lessee hereby authorises the Lessor to pay the following from time to time and to add such amounts to the Lessee's account.

10.1.1 the cost in respect of the preparation, execution and registration of a bond(s) over movable or immovable property mortgaged or hypothecated to the Lessor as security.

10.1.2 premiums payable to an insurer in respect of a life assurance policy or policies ceded to the Lessor as security in connection with this transaction, and/or in respect of an insurance policy or policies in terms of which the Goods and/or any other property serving as security in respect of this transaction is insured against loss or damage, loss of income or any other loss or damage against which the Goods are ordinarily insured

10.1.3 taxes, other fiscal charges and license fees payable in connection with this transaction.

10.2 Any legal costs incurred by the Lessor whether in contemplation or anticipation or pursuant to the institution of any application, action or other legal proceeding against the Lessee, shall be borne by the Lessee on an attorney and own client scale if the Lessor is awarded costs of any such application, action or legal proceeding or if the Lessee tenders to pay the Lessor's costs.

11. BREACH

11.1 The Lessee will be in breach of this agreement if the Lessee:

11.1.1 fails to make any payment in terms of this agreement;

11.1.2 fails to comply with any other provision of this agreement;

11.1.3 fails to satisfy any judgement for the payment of money obtained against him within 7 (seven) days of such judgement or fails to lodge an appeal within the prescribed period; or

11.1.4 provides false information, or fails to reveal negative information, in the application preceding this agreement.

**11.2 In the event of 11.1.1 the Lessor may immediately increase the finance charge rate to the maximum rate prescribed in the terms of the Usury Act from time to time.

11.3 In the event of any breach of this agreement, including 11.1.1, if the Lessor elects not to act in accordance with 11.2, the Lessor may, in addition to any other remedies that it may have in terms of this agreement or at law:

11.3.1 terminate this agreement; and/or

11.3.2 claim, at the Lessee's cost, return and possession of the Goods, together with all licensing documents, registration certificates and any other relevant documents in respect of the Goods, at any Lessor's address or at such other address as the Lessor may have notified the Lessee of in writing; and/or

11.3.3 claim damages (which may include immediate payment of all arrear payments plus finance charges thereon).

12. CERTIFICATE

A certificate signed by a manager of the Lessor (no proof of this appointment or position is necessary) setting out any amount owing by the Lessee to the Lessor in terms of this agreement will be sufficient evidence of the particulars included therein for purposes of judgement, including provisional sentence or summary judgement and the burden of proof rests on the Lessee to prove otherwise.

13. JURISDICTION

The Lessee hereby consents in terms of Section 45 of the Magistrates Court Act 32 of 1944, that any legal proceedings arising from this agreement may be instituted in the magistrate's court of any district with jurisdiction in terms of Section 28(1) of the said Act.

14. CONCESSIONS

Any extension of time, relaxation, indulgence or condonation extended by the Lessor to the Lessee will not be regarded as a waiver of any of the Lessor's rights in terms of this agreement. Acceptance by the Lessor of any payment made by the Lessee after termination of this agreement will not be a waiver of the Lessor's rights in terms of this agreement, nor regarded as a novation thereof, and the Lessor's prior termination of this agreement will remain in full force notwithstanding such acceptance.

15. AMENDMENTS

This agreement comprise the full agreement between the parties on the subject matter and no amendment or cancellation of this agreement, including this provision, will be valid unless it has been reduced to writing and signed by both parties.

16. ADDRESSES

The Lessee hereby chooses the address stipulated in this agreement as the address for giving notice or serving any summons or for any other purposes in respect of this agreement. The Lessee may give the Lessor written notice of a change in the above address, or send such notice by registered mail, after which the new address will then serve as the Lessee's address.

17. STATUTES APPLICABLE

No reference to the Usury Act or the Credit Agreements Act No 75 of 1980 shall raise the inference that the agreement is covered by either of the aforementioned acts, unless the aforementioned acts by its terms are applicable to this agreement.

18. DISCLOSURE OF INFORMATON

18.1 The Lessor may -

18.1.1 disclose all information relating to any of the Lessee's accounts with the Lessor to all divisions and entities of and associated with the Lessor; and

18.1.2 disclose information about the Lessee's accounts and the conduct by the Lessee of its accounts to other banks and credit bureaus when asked for such information.

18.2 The Lessee acknowledges that the financing has been approved on the basis of information supplied by the Lessee and that the information is complete and correct and may be verified by by the Lessor.

SCAN FILES TO DEPT/USER

Date	Sys.Date 07/12/07 Sys.Time 15:45	
Call Operator VTM	Call Operator VICTORIA MADISA	
Operator Code chm	Operator Name CHARLES MUKHARI	
Picking Slip No	1266022	
Box.No	219903 : 210708 : 136261 :	
Acct.No	61379741	
First Name	GAELEBOLE	
Surname	LEEPILE	
Address	ABSA FORUM BUILDING C/O NELSON MANDELA & DONALD MURRAY STREET BRENTWAG	
City		
Post.Cde		
Home No		
Work	051 401 1047	
Cell		
Fax	086 630 9601	
Co Status	, IN IN IN NR NR NR NR FRMDOC N/A N/A	

Code	Instructions
3	CONTRACT COPY

Comments FAX\POST

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Bankfin

Lease Agreement

ABSA Bank Limited, Reg No 1986/004794/06 Trading as Bankfin

STAMP DUTY PAID
SEËLREGTE BETAAL

BE2

FINANCIAL LEASE

TAX INVOICE - 61379741 VAT REG. NR. - 4940112230

Between	ABSA BANK LIMITED T/A BANKFIN	(Hereinafter called "Lessor")
of	2nd Floor ,Absa Forum Building ,Donald Murray Street,Bloemfontein	(Street address as Business address)
and	Maluti - a - Phofung Municipality	(Hereinafter called "Lessee")
of	Setsing Business Centre , c/o Moremoholo and Motloung SW	(Street or Business or Residential address)

Whereby the Lessor lets to the Lessee who hires the Goods as described below ("the Goods") upon the terms and conditions set out below and on the back of the agreement.

"13(1) When any credit agreement in respect of which the initiative emanated from any credit grantor or his manager, agent or employee, is signed by any credit receiver at a place other than the business premises where the credit grantor or his manager, agent or employee ordinarly carries on business, the credit receiver may within five days after the date of the credit agreement terminate it by notice in writing delivered or sent by prepaid registered mail to the credit grantor, and by tendering the return of any goods delivered to him in terms of the credit agreement."

ABSA Bank Ltd ("the Bank") is authorised to:
- disclose all information relating to any of the Lessee's/Buyer's accounts with the bank to all divisions and entities in and entities associated with the ABSA Group of Companies, and
- disclose information pertaining to the Lessee's/Buyer's accounts and the conduct by the Lessee/Buyer of its accounts to other banks and credit bureaux upon request for such information.
- the Lessee/Buyer acknowledges that the financing has been approved upon the strength of information by the Lessee/Buyer and that the information is complete and correct and may be verified by the Bank.

Description of goods :

Make	Toyota Condor	Model	2400I TE-EST
Engine No	2RZ3031280	Chassis No	AHT12UF8000007976
Year of first registration	New	Serial No	

Specified maximum km usage for the period of the transaction km Excess charge per km R
Provisional book value of goods (BV) *R
Rate of finance charges per year subject to clause 1.2 of the Conditions 14.222 %
Rate of finance charges for the period of this transaction is Linked Current prime rate 15.500%

Purchase Price			Levies Included in Principal Debt (Specify)			Initial Payment/ Book Value			Recoverable Amount		
Cost Price of goods	R	136,896.00	Stamp Duties	R	100.40	* Value of Trade-ins	R	0.00	Total A	R	160,489.20
Cost Price of extras	R	4,194.24	Insurance	R	0.00				+Total B	R	100.40
VAT	R	19,398.96	CLI	R	0.00	* Cash	R	0.00	Sub Total	R	160,589.60
			Guarantees	R	0.00	Present Value of the Book	R		-Total C	R	0.00
Total A	R	160,489.20	Total B	R	100.40	Total C	R	0.00	Principal Debt	R	160,589.60
									Finance Charges	R	62,574.20
									*Documentation Fee	R	1,088.00
									Recoverable Amount	R	224,251.80

* VAT inclusive where indicated, as well as on all instalments

Breakdown of Extras (VAT exclusive)

12 Month Netstar Monitoring	R1,668.00
Licence and Registration ,No, Plates ,Ect	R2,526.24

BANKFIN
ABSA Bank Bpk Reg No 86/04794/06
Handeldrywend as BANKFIN
ABSA Forum Gebou Tweedevloer
h/v Mandela & Donald Murraystraat BFN
Tel 051 401 0888 Faks 4011126/8/9

Payment structure of Instalments

Commencement date 13/06/2003 Termination Date 01/06/2008
First instalment (excluding initial payment) R3,737.53 due on 01/07/2003
Thereafter 58 instalment(s) of R3,737.53 due on the same day of each successive month with a
Final instalment of R3,737.53 due on 01/06/2008

Address of the premises where the goods will normally be kept Setsing Business Centre , c/o Moremoholo and Motloung SW
Where applicable, the name and address of the lessor/owner of the mentioned property

Signed at Bloemfontein This 13 day of June 2003

Signature (Lessor) Witness 1 Witness 2 ____
FOR AND ON BEHALF OF ABSA BANK LIMITED T/A BANKFIN
9014047 9011655

Signed at Phuthaditjhaba This 13 day of June 2003

Signature (Lessee) Witness 1 Witness 2 ____
FOR AND ON BEHALF OF Maluti - a - Phofung Municipality

4187852 (BNF 074 EX (PC)

ABSA 76403 (10/2001)

TOTAL P.02

SCAN FILES TO DEPT/USER

Date Sys.Date 07/12/07 Sys.Time 15:47

Call Operator VTM Call Operator VICTORIA MADISA

Operator Code chm Operator Name CHARLES MUKHARI

Picking Slip No 1266024

Box.No 210011 : 136405 : 205314 :

Acct.No 61379733

First Name GAELEBOLE

Surname LEPILE

Address ABSA FORUM BUILDING
C/O NELSON MANDELA & DONALD
MURRAY STREET.BRENTWAG

City
Post.Cde
Home No
Work 051 401 1047
Cell
Fax 086 630 9601
Co Status .
IN IN IN NR NR NR NR FRMDOC N/A N/A

Code Instructions
3 CONTRACT COPY

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Bankfin

Lease Agreement

ABSA Bank Limited, Reg No 1986/004794/06 Trading as Bankfin

STAMP DUTY PAID
SEELREGTE BETAAL

BE2

FINANCIAL LEASE

TAX INVOICE - 61379733 VAT REG. NR. - 4940112230

Between	ABSA BANK LIMITED T/A BANKFIN	(Hereinafter called "Lessor")
of	2nd Floor ,Absa Forum Building ,Donald Murray Street,Bloemfontein	(Street address as Business address)
and	Maluti - a - Phofung Municipality	(Hereinafter called "Lessee")
of	Setsing Business Centre , c/o Moremoholo and Motloung SW	(Street or Business or Residential address)

Whereby the Lessor lets to the Lessee who hires the Goods as described below ("the Goods") upon the terms and conditions set out below and on the back of the agreement.

"13(1) When any credit agreement in respect of which the initiative emanated from any credit grantor or his manager, agent or employee, is signed by any credit receiver at a place other than the business premises where the credit grantor or his manager, agent or employee ordinarly carries on business, the credit receiver may within five days after the date of the credit agreement terminate it by notice in writing delivered or sent by prepaid registered mail to the credit grantor, and by tendering the return of any goods delivered to him in terms of the credit agreement."

ABSA Bank Ltd ("the Bank") is authorised to:
- disclose all information relating to any of the Lessee's/Buyer's accounts with the bank to all divisions and entities in and entities associated with the ABSA Group of Companies, and
- disclose information pertaining to the Lessee's/Buyer's accounts and the conduct by the Lessee/Buyer of its accounts to other banks and credit bureaux upon request for such information.
- the Lessee/Buyer acknowledges that the financing has been approved upon the strength of information by the Lessee/Buyer and that the information is complete and correct and may be verified by the Bank.

Description of goods :

Make	Toyota Corolla	Model	160I GLE
Engine No	3ZZE082088	Chassis No	AHT53ZEC107511964
Year of first registration	New	Serial No	

Specified maximum km usage for the period of the transaction km Excess charge per km R
Provisional book value of goods (BV) *R
Rate of finance charges per year subject to clause 1.2 of the Conditions 14.270 %
Rate of finance charges for the period of this transaction is Linked Current prime rate 15.500%

Purchase Price			Levies included in Principal Debt (Specify)			Initial Payment/ Book Value			Recoverable Amount		
Cost Price of goods	R	125,857.00	Stamp Duties	R	80.40	* Value of Trade-ins	R	0.00	Total A	R	145,107.19
Cost Price of extras	R	1,515.97	Insurance	R	0.00				+Total B	R	80.40
VAT	R	17,734.22	CLI	R	0.00	* Cash	R	0.00	Sub Total	R	145,187.59
			Guarantees	R	0.00	Present Value of the Book	R		-Total C	R	0.00
Total A	R	145,107.19	Total B	R	80.40	Total C	R	0.00	Principal Debt	R	145,187.59
									Finance Charges	R	56,573.21
									*Documentation Fee	R	1,200.00
									Recoverable Amount	R	202,960.80

* VAT inclusive where indicated, as well as on all instalments

Breakdown of Extras (VAT exclusive)

Gear Lock	R815.97
Sundries	R700.00

BANKFIN
ABSA Bank Bpk. Reg No 86/04794/06
Handeldrywend as BANKFIN
ABSA Forum Gebou, Tweedevloer
h/v Mandela & Donald Murraystraat, BFN
Tel 051 401 0888 Faks 4011126/8/9

Payment structure of Instalments

Commencement date 13/06/2003
First instalment (excluding initial payment) R3,382.68 due on 01/07/2003
Thereafter 58 instalment(s) of R3,382.68 due on the same day of each successive month with a
Final instalment of R3,382.68 due on 01/06/2008
Termination Date 01/06/2008

Address of the premises where the goods will normally be kept: Setsing Business Centre , c/o Moremoholo and Motloung SW
Where applicable, the name and address of the lessor/owner of the mentioned property

Signed at Bloemfontein This 13 day of June 2003

Signature (Lessor) Witness 1 Witness 2
FOR AND ON BEHALF OF ABSA BANK LIMITED T/A BANKFIN
7011655 7020003

Signed at Phuthaditjaba This 13 day of June 2003

Signature (Lessee) Witness 1 Witness 2
FOR AND ON BEHALF OF Maluti - a - Phofung Municipality

SCAN FILES TO DEPT/USER

Date Sys.Date 07/12/07 Sys.Time 15:55

Call Operator VTM Call Operator VICTORIA MADISA

Operator Code chm Operator Name CHARLES MUKHARI

Picking Slip No 1266046

Box.No 210011 : 136405 : 205314 :

Acct.No 61868394

First Name GAELEBOLE

Surname LEEPILE

Address ABSA FORUM BUILDING
C/O NELSON MANDELA & DONALD
MURRAY STREET. BRENTWAG

City
Post.Cde
Home No
Work 051 401 1047
Cell
Fax 086 630 9601
Co Status .
IN IN IN NR NR NR NR FRMDOC N/A N/A

Code	Instructions
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Comments FAX\POST

Bankfin

Lease Agreement

BE2

ABSA Bank Limited, Reg No 1986/004794/06 Trading as Bankfin

STAMP DUTY PAID
SEELREGTE BETAAL

TAX INVOICE - 51868394 VAT REG. NR. - 4040112230

Between	ABSA BANK LIMITED REG. NO. 86/004794/06	(Hereinafter called "Lessor")
of	2ND FLOOR ABSA BUILDING DONALD MURRAY STREET, BLOEMFONTE	(Street address as Business address)
and	MALUTI-A-PHOFUNG MUNICIPALITY	(Hereinafter called "Lessee")
of	CNR. MOREMONOLO & MOTLOUNG STREET, PHUTHADITJHABA	(Street or Business or Residential address)

Whereby the Lessor lets to the Lessee who hires the Goods as described below ("the Goods") upon the terms and conditions set out below and on the back of the agreement.

"13(1) When any credit agreement in respect of which the initiative emanated from any credit grantor or his manager, agent or employee, is signed by any credit receiver at a place other than the business premises where the credit grantor or his manager, agent or employee ordinarily carries on business, the credit receiver may within five days after the date of the credit agreement terminate it by notice in writing delivered or sent by prepaid registered mail to the credit grantor, and by tendering the return of any goods delivered to him in terms of the credit agreement."

ABSA Bank Ltd ("the Bank") is authorised to:
- disclose all information relating to any of the Hirer's/Buyer's accounts with the bank to all divisions and entities in and entities associated with the ABSA Group of Companies, and
- disclose information pertaining to the Hirer's/Buyer's accounts and the conduct by the Hirer/Buyer of its accounts to other banks and credit bureaux upon request for such information.
- the Hirer/Buyer acknowledges that the financing has been approved upon the strength of information by the Hirer/Buyer and that the information is complete and correct and may be verified by the Bank.

Description of goods

Make	NISSAN DIESEL UD 80	Model	CHASSIS CAB
Engine No.	SE6205493B	Chassis No.	ADDT530000000ZZ68
Year of first registration	2003	Serial No.	

Specified maximum km usage for the period of the transaction km Excess charge per km R
Provisional book value of goods (BV) *R
Rate of finance charges per year subject to clause 1.2 of the Conditions 16.500 %
Rate of finance charges for the period of this transaction is Linked Current prime rate 15.500%

Purchase Price			Levies Included in Principal Debt (Specify)			Initial Payment/ Book Value			Recoverable Amount		
Cost Price of goods	R	499,227.21	Stamp Duties	R	100.40	* Value of Trade-ins	R	0.00	Total A	R	573,419.02
Cost Price of extras	R	4,300.00	Insurance	R	0.00	* Cash	R	0.00	+Total B	R	100.40
VAT	R	69,891.81	CLI	R	0.00	Present Value of the Book	R		Sub Total	R	573,519.42
			Guarantees	R	0.00				-Total C	R	0.00
Total A	R	573,419.02	Total B	R	100.40	Total C	R	0.00	Principal Debt	R	573,519.42
									Finance Charges	R	249,604.98
									*Documentation Fee	R	0.00
									Recoverable Amount	R	823,124.40

* VAT inclusive where indicated, as well as on all instalments

Breakdown of Extras (VAT exclusive)

COMPLETE WITH REFUSE COMPACTOR	R0.00
REAR LOAD	R0.00
MANAGEMENT FEE	R4,300.00
0	R0.00
0	R0.00

Payment structure of instalments

Commencement date 14/08/2003 Termination Date 01/08/2008
First Instalment (excluding initial payment) R13,718.74 due on 01/09/2003
Thereafter 58 instalment(s) of R13,718.74 due on the same day of each successive month with a
Final Instalment of R13,718.74 due on 01/03/2008
Address of the premises where the goods will normally be kept CNR. MOREMONOLO & MOTLOUNG STREET, PHUTHADITJHABA
Where applicable, the name and address of the lessor/owner of the mentioned property:

Signed at Bloemfontein This 14 day of August 2003

Signature (Lessor) Witness 1 9027176 Witness 2
FOR AND ON BEHALF OF ABSA BANK LIMITED REG. NO. 86/004794/06

190/4049 -100000

Signed at Harrismith This 14 day of August 2003

Signature (Lessee) Witness 1 Witness 2
FOR AND ON BEHALF OF MALUTI-A-PHOFUNG MUNICIPALITY

BANKFIN
ABSA Bank Bpk. Reg No 86/004794/06
Handeldrywend as BANKFIN
ABSA Forum Gebou Tweedevloer
H/v Maitland & Donald Murraystraat BFN
Tel 401 0888 Faks 4011128/8/9

SCAN FILES TO DEPT/USER

Date Sys.Date 07/12/07 Sys.Time 16:07

Call Operator VTM Call Operator VICTORIA MADISA

Operator Code chm Operator Name CHARLES MUKHARI

Picking Slip No 1266071

Box.No 200127 : 200127 : 200127 :

Acct.No 69307910

First Name GAELEBOLE

Surname LEEPILE

Address ABSA FORUM BUILDING
C\O NELSON MANDELA & DONALD
MURRAY STREET.BRENTWAG

City
Post.Cde
Home No
Work 051 401 1047
Cell
Fax 086 630 9601
Cp Status .
IN IN IN NR NR NR NR FRMDOC N/A N/A

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Instalment Sale Agreement

ABSA

ABSA Bank Limited

(Reg No 1986/004794/06)

69307910*2

Between	: ABSA BANK LIMITED	(Hereinafter called the "Seller")
Of	: 2ND FLOOR FORUM BUILDING, NELSON MANDELA ROAD BLOEMFONTEIN, 9301	(Business address)
And	: MALUTI A PHOFUNG MUNICIPALITY 0000000 Vat No:	(Hereinafter called the "Purchaser")
Of	: MUNICIPAL BUILDING, WITSIESHOEK, 9869	(Street address of Business or Residential address

The Seller sells the goods ("the Goods") described below to the Purchaser who purchases the Goods for the purchase price mentioned below, upon the terms and subject to the conditions set out below and handed to the Purchaser. The Purchaser acknowledges that the Purchaser has read this agreement, understands it and that it is drawn up in the official language of the Purchaser's choice.

The purchaser's attention is drawn to Section 13(1) of the Credit Agreements Act, No 75 of 1980, which provides that:

"When any credit agreement in respect of which the initiative emanated from any credit grantor or his manager, agent or employee, is signed by any credit receiver at a place other than the business premises where the credit grantor or his manager, agent or employee ordinarily carries on business, the credit receiver may within five days after the date of the credit agreement terminate it by notice in writing delivered or sent by prepaid registered mail to the credit grantor, and by tendering the return of any goods delivered to him in terms of the credit agreement."

Description of goods	:					
Make	:	NISSAN	Model	:	HARDBODY 3200D 4X4	Year of first Registration : 2005
Engine No.	:	QD32215004	Chassis No.	:	ADNJ820000A000015	Serial No. :
Registration No.	:	NEW				

Rate of finance charges per year 10.980% linked at a rate 0.480% above the prime rate.

Purchase Price			Levies included in principal debt (specify)			Initial Payment			Recoverable Amount		
Cost price of goods	R	158771.92	Stamp duties	R	0.00	*Trade-in value	R	0.00	Total A	R	191274.00
Cost price of Extras	R	9052.20	*Insurance	R	0.00	*Cash	R	0.00	+Total B	R	0.00
VAT	R	23449.88	CLI	R	0.00				Sub Total	R	191274.00
			*Guarantees	R	0.00				-Total C	R	0.00
			Recovery System	R	0.00						
Total A	R	191274.00	Total B	R	0.00	Total C	R	0.00	Principal debt	R	191274.00
									Finance charges	R	50784.29
									*Documentation fees	R	2499.99
									Recoverable amount	R	244558.28

Breakdown of extras (VAT exclusive)

NUMBER PLATES	R 109.65	LOAD BODY RUBBER NUT	R 757.02
LICENCE & REG	R 325.00	GEARLOCK	R 614.04
CANOPY	R 7246.49		R 0.00
	R 0.00		R 0.00
	R 0.00		R 0.00

Payment structure
Commencement date 20051215 Expiry date 20110101

SEE ADDENDUM

Debit order authorisation
The Purchaser hereby authorises the Seller or its order as assigns to debit the Purchaser's Cheque account:

Account no	62026153221	Clearing no	254005
at (Bank)	FNB	(Branch)	PHUTHADITJHABA

from time to time in payment of monies due to the Seller in respect of this Instalment Sale Agreement without obtaining further authority from the Purchaser.

Account Holder

*VAT inclusive where indicated, as well as on all instalments

Address of premises where goods will normally be kept: MUNICIPAL BUILDING, WITSIESHOEK, 9869
Where applicable, the name and address of the landlord of the premises mentioned above:

Signed at FLORIDA on B. GWAYI 9054748 January 2006
R. SLATER 2684635
Signature (Seller) Witness 1 Witness 2

Signed at Phuthaditjhaba on 15-12-2005
Signature (Purchaser) Witness 1 Witness 2

ID number (Purchaser)

Signed at ______ on ______

Signature (**Spouse/***Guardian) Witness 1 Witness 2

** The Spouse of the Purchaser must countersign this document in the presence of two witnesses if the Purchaser is married in community of property unless this agreement is entered into by Purchaser in the ordinary course of the Purchaser's business or profession.
*** The Guardian of the Purchaser must countersign this document if the Purchaser is a minor

Contract No: 69307910

ADDENDUM TO Instalment Sale Agreement ENTERED INTO BY AND BETWEEN SELLER AND THE PURCHASER WHEREBY THE SELLER AND THE PURCHASER AGREE AS FOLLOWS:

1. INTERPRETATION

Words and expressions contained in this addendum shall bear the same meaning as ascribed thereto in the agreement signed by the Purchaser ("Main Agreement") and to which Main Agreement this addendum forms an annexure.

2. Instalment Sale Agreement PAYMENTS

The Seller and the Purchaser hereby agree to replace the payment structure as set out in the Main Agreement with the following clause-

"1.2 The Seller and the Purchaser hereby agree that the payments shall be as follows:

From 01/02/2006 with a total of 3 Monthly payments of R3685.14

From 01/05/2006 with a total of 1 Monthly payments of R27135.02

From 01/06/2006 with a total of 56 Monthly payments of R3685.14

3. WHOLE AGREEMENT

This addendum together with the Main Agreement constitute the whole agreement between the parties relating to the subject matter hereof and no amendment, addition, variation or consensual cancellation of this addendum shall be of any force or effect unless reduced to to writing and signed by or on behalf of the parties hereto.

SIGNED at FIQUA on this 05 JANUARY day of 2006

AS WITNESSES:

1. B. GWATYU 9054748

2. ______________

A. SLATER 2684635

For and on behalf of the Seller authorised thereto

SIGNED at Phuthaditjhaba on this 15 day of December 2005

AS WITNESSES:

1. ______________

2. ______________

For and on behalf of the Purchaser duly authorised thereto

Terms and Conditions: Instalment Sale Agreement

1 PAYMENT

1.1 All payment under this agreement must be paid by the Purchaser on or before the due date, without any deductions or set off, at the business address of the Seller or at such other address as the Seller may indicate in writing.

1.2 The Seller and Purchaser hereby agree that the finance charges of this transaction will be calculated as agreed upon but subject to the following:

1.2.1 should the parties have agreed upon a fixed finance charge rate, the rate of finance charges will remain the same during the period of this transaction;

1.2.2 should the agreement indicate a linked rate, the Seller and Purchaser hereby agree that the rate of finance charges will be increased/decreased by the same percentage points as the prime overdraft rate charged by Absa Bank Limited from time to time on overdraft cheque facilities granted to its best unsecured corporate clients ("the prime rate"), which increase/decrease is to coincide with the increase/decrease of the prime rate;

1.2.3 should the finance charge rate be increased/decreased as envisaged in 1.2.2 above, the Seller may recalculate each outstanding instalment and will inform the Purchaser accordingly.

1.3 If the Purchaser fails to pay any amount which is owing to the Seller in connection with this transaction on the date on which such amount is payable, or if the Purchaser and Seller agree to defer the payment of an amount which is owing by the Purchaser, the Seller will be entitled to recover an additional amount in finance charges which shall be calculated on the basis of the total amount which is payable but unpaid, the finance charge rate per annum then applicable to this transaction and, as the case may be, the period during which the default continues or the period for which payment is deferred as aforesaid which finance charges will be calculated and compounded on payment dates.

2 THE GOODS

The Purchaser will:

2.1 keep the Goods in the Purchaser's possession, maintain them in good working condition at the Purchaser's own cost, not make the Goods available for use by another person or body, not allow any unqualified or unlicensed driver/operator to use the Goods and not remove the Goods from the Republic of South Africa without the prior written consent of the Seller;

2.2 normally keep the Goods on the premises mentioned in this Agreement and must notify the Seller by registered post of the name and address of the landlord of any new/intended premises before allowing the Goods to be kept at such premises;

2.3 not use the Goods in any illegal manner or for any illegal purpose or in a manner which may render any claim invalid under an insurance policy in respect thereof;

2.4 keep the Goods free from claims by third parties and from attachment and may not alienate or transfer or encumber them either in part or as a whole, or allow any lien to arise in respect thereof;

2.5 allow the Seller or the Seller's agent reasonable opportunity to inspect the Goods;

2.6 where applicable, at the Purchaser's cost register and license the Goods and obtain all the necessary certificates, approvals or exemptions prescribed by the authorities in respect of the Goods or the use thereof for whatever purpose;

2.7 not modify the Goods without the prior written consent of the Seller and any addition or renovation to or replacement of the Goods and all fittings thereof will be deemed to become part of the Goods, without any right to compensation.

3 DELIVERY AND ACCEPTANCE

The Purchaser acknowledges that

3.1 the Goods have been purchased by the Seller from the Supplier at the Purchaser's request and only for the purpose of selling the Goods to the Purchaser in terms of this agreement;

3.2 the Seller makes no representations or warranties, whether express or implied to the Purchaser as to the Goods or their fitness for any purpose whatsoever except for the common law warranties.

4 OWNERSHIP

Notwithstanding delivery, ownership of the Goods shall not pass to the Purchaser until all amounts owing under this agreement have been paid in full.

5 CESSION AND DELEGATION

5.1 The Seller has the right to cede and/or delegate and transfer to any person or entity any of its rights and/or obligations under this agreement, including ownership in the Goods and in such event the Purchaser agrees to hold the Goods on behalf of the cessionary from the date of cession and to make all payments due in terms of this agreement to the cessionary after receipt of notice of cession. In this event of such cession, reference to the Seller shall be deemed to be a reference to the cessionary.

5.2 The Purchaser does not have the right to cede or delegate the Purchaser's rights or obligations under this agreement without the Seller's prior written consent.

6 RISK

The full risk of loss or damage to the Goods, whether attributable to irresistible force, inevitable accident or any other cause will pass to the Purchaser on signature by the Purchaser of this agreement. The Seller will not be liable to the Purchaser for any loss of damage caused by any defect in the Goods or arising from the use of the Goods.

7 INSURANCE

7.1 The Purchaser shall comprehensively insure the Goods and keep the Goods insured for the duration of this agreement at the Purchaser's own cost and before accepting delivery thereof, for not less than the amount of the principal debt or their reasonable replacement value, as determined by the Seller in it's own discretion, whichever is the greater amount.

7.2 The insurance policy or policies are hereby ceded to the Seller as security for any amount owing by the Purchaser to the Seller in connection with this transaction.

7.3 The Purchaser must notify the Seller immediately in writing of any loss of or damage to the Goods and accepts responsibility for such loss or damage, and will repair the Goods or have them repaired at the Purchaser's own cost and will make use only of new materials or parts and of qualified workmanship.

7.4 If the Purchaser fails to comply with the Purchaser's obligations in terms of clause 7.1, the Seller will be entitled to insure the Goods and/or pay the premiums on behalf of the Purchaser and will be entitled to either recover the costs incurred in doing so directly from the Purchaser, or to add such costs to the Purchaser's account and to recover same in instalments over the remaining period of the agreement.

8 EXPIRY AND EARLY REDEMPTION

8.1 The Purchaser may settle this agreement early without penalty provided that the Purchaser must give the Seller prior written notice of at least 90 (ninety) days of the Purchaser's intention to pay the outstanding balance of the principal debt and finance charges thereon in one amount.

8.2 The minimum period after the commencement date of this agreement before any notice referred to in 8.1 may be given by the Purchaser is 90 (ninety) days.

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9.1 The Purchaser hereby authorises the Seller to pay the following from time to time and to add such amounts to the Purchaser's account:

9.1.1 the cost in respect of the preparation, execution and registration of a bond(s) over movable or immovable property mortgaged or hypothecated to the Seller as security;

9.1.2 premiums payable to an insurer in respect of a life assurance policy or policies ceded to the Seller as security in connection with this transaction, and/or in respect of an insurance policy or policies in terms of which the Goods and/or any other property serving as security in respect of this transaction is insured against loss or damage, loss of income or any other loss or damage against which the Goods are ordinarily insured;

9.1.3 taxes, other fiscal charges and licence fees payable in connection with this transaction;

9.2 Any legal costs incurred by the Seller whether in contemplation or anticipation or pursuant to the institution of any application, action or other legal proceeding against the Purchaser, shall be borne by the Purchaser on an attorney and own client scale if the Seller is awarded the costs of any such application, action or legal proceeding or if the Purchaser tenders to pay the Seller's costs.

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10.1 The Purchaser will be in breach of this agreement if the Purchaser –

10.1.1 fails to make payment in terms of this agreement;

10.1.2 fails to comply with any other provision of this agreement;

10.1.3 fails to satisfy any judgment for the payment of money obtained against the Purchaser within 7 (seven) days of such judgment or fails to lodge an appeal within the prescribed period; or

10.1.4 provides false information, or fails to reveal negative information, in the application preceding this agreement.

10.2 In the event of 10.1.1 the Seller may immediately increase the finance charge rate to the maximum rate prescribed in terms of the Usury Act, No 73 of 1968 (the Usury Act) as amended, from time to time.

10.3 In the event of any breach of this agreement, including 10.1.1, if the Seller elects not to act in accordance with 10.2, the Seller may, in addition to any other remedies that it may have in terms of this agreement or at law:

10.3.1 without notice terminate this agreement and to retain all payments already made; and/or

10.3.2 claim, at the Purchaser's cost, return and possession of the Goods, together with all licensing documents in respect of the Goods, at the Seller's address or at such other address as the Seller may have notified the Purchaser of in writing; and/or

10.3.3 claim damages (which may include immediate payment of all arrear payments plus finance charges thereon).

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A certificate signed by a manager of the Seller (no proof of this appointment or position is necessary) setting out any amount owing by the Purchaser to the Seller in terms of this agreement will be sufficient evidence of the particulars included therein for purposes of judgment, including provisional sentence or summary judgment and the burden of proof rests on the Purchaser to prove otherwise.

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14 AMENDMENTS

This agreement comprise the full agreement between the parties on the subject matter and no amendment or cancellation of this agreement, including this provision, will be valid unless it has been reduced to writing and signed by both parties.

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The Purchaser hereby chooses the address stipulated in this agreement as the address for giving notice or serving any summons or for any other purposes in respect of this agreement. The Purchaser may give the Seller written notice of a change in the above address, or send such notice by registered mail, after which the new address will then serve as the Purchaser's address. Any notice sent to the Purchaser at the aforementioned address shall be deemed have been received by the Purchaser within 7(seven) days from date of posting.

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I accept the Terms and Conditions and acknowledge that a copy of same has been handed to me

Signature ____________________

SCAN FILES TO DEPT/USER

Date	Sys.Date 07/12/07 Sys.Time 16:13
Call Operator VTM	Call Operator VICTORIA MADISA
Operator Code chm	Operator Name CHARLES MUKHARI
Picking Slip No	1266081
Box.No	140142 : 202580 : 105361 :
Acct.No	68643738
First Name	GAELEBOLE
Surname	LEEPILE
Address	ABSA FORUM BUILDING C\O NELSON MANDELA & DONALD MURRAY STREET,BRENTWAG
City	
Post.Cde	
Home No	
Work	051 401 1047
Cell	
Fax	086 630 9601
Cp Status	
	IN IN IN NR NR NR NR FRMDOC N/A N/A

Code	Instructions
3	CONTRACT COPY

Comments FAX\POST

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ABSA

68643738*2

Instalment Sale Agreement

BE1

INSTALMENT SALE AGREEMENT

TAX INVOICE- 68643738 VAT REG NR -4940112230 VAT EG NR(BUYER) - 4940112230

Between ABSA BANK BEPERK REG NO 1986/004794/06 (Hereinafter called "Seller")

of ABSA GEBOU,1STE VLOER,GOLDMANSTRAAT 36/38,FLORIDA,1709 (Street address as Business address)

and MALUTI-A-PHOFUNG MUNICIPALITY - N/A (Hereinafter called "Buyer")

of MUNICIPALITY BUILDING, SESTING CENTRE, WITSIESHOEK, 9869 (Street or Business or Residential address)

Subject to the standard conditions as depicted below and on the back of agreement.

"13(1) When any credit agreement in respect of which the initiative emanated from any credit grantor or his manager,agent or employee ,is signed by any credit receiver at a place other than the business premises where the credit grantor or his manager,agent or employee ordinarily carries on business,the credit receiver may within five days after the date of the credit agreement terminate it by notice in writing delivered or sent by prepaid registered mail to the credit grantor,and by tendering the return of any goods delivered to him in terms of the credit agreement."

Description of Goods :

Make : NISSAN Model : HARDBODY 2.0 SWB

Engine No: KA2075767X Chassis No : adni140000e00018 Serial No:

Registration No: Kilometre reading

Year of 1st Registration: 2005

Specified maximum km usage for the period of the transaction: Excess charge per km R

Provisional book value of the goods(BV) R Rate of finance charges per year subject to clause 1.2 of the Conditions: 11.137%

Rate of finance charges for the period of this transaction is (put cross in applicable block) Fixed [ ] Discretionary [ ] Linked [X]

Current Prime Rate 10.500%

Purchase price			Levies included in Principal Debt (Specify)			Initial Payment/Book Value			Recoverable Amount		
Cost Price of Goods	R	91,677.19	Stamp Duties	R	0.00	Value of Trade-Ins	R		Total A	R	113,740.00
									+ Total B	R	0.00
Cost Price of Extras	R	8127.90	* Insurance	R	0.00	Cash	R	0.00	Sub-Total	R	113,740.00
									- Total C	R	0.00
VAT	R	13,934.91	* Guarantees	R	0.00	Present Value of the Book Value	R		Principal Debt	R	113,740.00
Total A	R	113,740.00	Total B	R	0.00	Total C	R	0.00	Finance Charges	R	30,255.51
									Documentation Fee	R	2,000.00
									Recoverable Amount	R	145,995.51

* VAT Inclusive

Breakdown of extras (VAT exclusive)				
Gear Lock	R	570.18		R
Canopy	R	6535.09		R
Rubber mat	R	642.98		R
No Plates	R	109.65		R
Lic & Reg	R	270.00		R
	R	0.00		R
	R	0.00		

REPAYMENT STRUCTURE

Commencement Date : 14/09/2005 Termination Date : 01/10/2010

First Instalment (excluding initial payment) R 2201.01 due on 01/11/2005

Thereafter 02 Instalment(s) of R2201.01 ; thereafter 01 Instalment(s) of R18135.92; thereafter 55 instalments(s) of R2201.01

on the same day of each successive month

Final instalment of R2201.01 due on 01/10/2010

Address of the premises where the goods will normally be kept: MUNICIPAL BUILDING, SESTING CENTRE, WITSIESHOEK, 9869

Where applicable, the name and adress of the lessor/owner of the mentioned property

Signed at Florida this 25 day of October 2005

C.M. LAKA 9050439

Signature: Seller Witness name Witness signature Witness name Witness signature

Signed at [illegible] this 14 day of Sept 2005

Signature: Buyer Witness name Witness signature Witness name Witness signature

ID/Registration Number (Buyer) N/A

SCAN FILES TO DEPT/USER

Date Sys.Date 07/12/07 Sys.Time 16:09

Call Operator VTM Call Operator VICTORIA MADISA

Operator Code chm Operator Name CHARLES MUKHARI

Picking Slip No 1266075

Box.No 200127 : 200127 : 200127 :

Acct.No 69307928

First Name GAELEBOLE

Surname LEEPILE

Address ABSA FORUM BUILDING
C/O NELSON MANDELA & DONALD
MURRAY STREET, BRENTWAG

City
Post.Cde
Home No
Work 051 401 1047
Cell
Fax 086 630 9601
Co Status .
IN IN IN NR NR NR NR FRMDOC N/A N/A

Code Instructions
3 CONTRACT COPY

Comments FAX\POST

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Instalment Sale Agreement

ABSA

ABSA Bank Limited

(Reg No 1986/004794/06)

69307928*2

Between	: ABSA BANK LIMITED	(Hereinafter called the 'Seller')
Of	: 2ND FLOOR FORUM BUILDING, NELSON MANDELA ROAD BLOEMFONTEIN, 9301	(Business address)
And	: MALUTI A PHOFUNG MUNICIPALITY 000000 Vat No:	(Hereinafter called the 'Purchaser')
Of	: MUNICIPAL BUILDING, WITSIESHOEK, 9869	(Street addess of Business or Residential address

The Seller sells the goods ("the Goods") described below to the Purchaser who purchases the Goods for the purchase price mentioned below, upon the terms and subject to the conditions set out below and handed to the Purchaser. The Purchaser acknowledges that the Purchaser has read this agreement, understands it and that it is drawn up in the official language of the Purchaser's choice.

The purchaser's attention is drawn to Section 13(1) of the Credit Agreements Act, No 75 of 1980, which provides that:

"When any credit agreement in respect of which the initiative emanated from any credit grantor or his manager, agent or employee, is signed by any credit receiver at a place other than the business premises where the credit grantor or his manager, agent or employee ordinarily carries on business, the credit receiver may within five days after the date of the credit agreement terminate it by notice in writing delivered or sent by prepaid registered mail to the credit grantor, and by tendering the return of any goods delivered to him in terms of the credit agreement."

Description of goods	:						
Make	:	NISSAN	Model	:	HARDBODY 3200D 4X4	Year of first Registration	: 2005
Engine No.	:	QD32214472	Chassis No.	:	ADNJ820000A000027	Serial No.	:
Registration No.		NEW					

Rate of finance charges per year 10.980% linked at a rate 0.480% above the prime rate.

Purchase Price			Levies included in principal debt (specify)			Initial Payment			Recoverable Amount		
Cost price of goods	R	159771.92	Stamp duties	R	0.00	*Trade-in value	R	0.00	Total A	R	191273.99
Cost price of Extras	R	8052.19	*Insurance	R	0.00	*Cash	R	0.00	+Total B	R	0.00
VAT	R	23449.88	CLI	R	0.00				Sub Total	R	191273.99
			*Guarantees	R	0.00				-Total C	R	0.00
			Recovery System	R	0.00						
Total A	R	191273.99	Total B	R	0.00	Total C	R	0.00	Principal debt	R	191273.99
									Finance charges	R	50784.30
									*Documentation fees	R	2499.99
									Recoverable amount	R	244558.28

Breakdown of extras (VAT exclusive)

NUMBER PLATES	R 109.65	LOAD BODY RUBBER NUT	R 757.02
LICENCE & REG	R 325.00	GEARLOCK	R 614.04
CANOPY	R 7246.48		R 0.00
	R 0.00		R 0.00
	R 0.00		R 0.00

Payment structure

Commencement date 20051215 Expiry date 20110101

SEE ADDENDUM

Debit order authorisation

The Purchaser hereby authorises the Seller or its order as assigns to debit the Purchaser's Cheque account:

Account no	62026153271	Clearing no	254005
at (Bank)	FNB	(Branch)	PHUTHADITJHABA

from time to time in payment of monies due to the Seller in respect of this Instalment Sale Agreement without obtaining further authority from the Purchaser.

Account Holder

*VAT inclusive where indicated, as well as on all instalments

Address of premises where goods will normally be kept: MUNICIPAL BUILDING, WITSIESHOEK, 9869

Where applicable, the name and address of the landlord of the premises mentioned above:

Signed at FOLIOO on January 2006

A. SLATER 2584635

B. GWAMBE 9054748

Signature (Seller) Witness 1 Witness 2

Signed at Phuthaditjhaba on 15/12/2005

5011999

Signature (Purchaser) Witness 1 Witness 2

ID number (Purchaser)

Signed at on

Signature (**Spouse/***Guardian) Witness 1 Witness 2

** The Spouse of the Purchaser must countersign this document in the presence of two witnesses if the Purchaser is married in community of property unless this agreement is entered into by Purchaser in the ordinary course of the Purchaser's business or profession.

*** The Guardian of the Purchaser must countersign this document if the Purchaser is a minor

Terms and Conditions: Instalment Sale Agreement

1 PAYMENT

1.1 All payment under this agreement must be paid by the Purchaser on or before the due date, without any deductions or set off, at the business address of the Seller or at such other address as the Seller may indicate in writing.

1.2 The Seller and Purchaser hereby agree that the finance charges of this transaction will be calculated as agreed upon but subject to the following:

1.2.1 should the parties have agreed upon a fixed finance charge rate, the rate of finance charges will remain the same during the period of this transaction;

1.2.2 should the agreement indicate a linked rate, the Seller and Purchaser hereby agree that the rate of finance charges will be increased/decreased by the same percentage points as the prime overdraft rate charged by Absa Bank Limited from time to time on overdraft cheque facilities granted to its best unsecured corporate clients ("the prime rate"), which increase/decrease is to coincide with the increase/decrease of the prime rate;

1.2.3 should the finance charge rate be increased/decreased as envisaged in 1.2.2 above, the Seller may recalculate each outstanding instalment and will inform the Purchaser accordingly.

1.3 If the Purchaser fails to pay any amount which is owing to the Seller in connection with this transaction on the date on which such amount is payable, or if the Purchaser and Seller agree to defer the payment of an amount which is owing by the Purchaser, the Seller will be entitled to recover an additional amount in finance charges which shall be calculated on the basis of the total amount which is payable but unpaid, the finance charge rate per annum then applicable to this transaction and, as the case may be, the period during which the default continues or the period for which payment is deferred as aforesaid which finance charges will be calculated and compounded on payment dates.

2 THE GOODS

The Purchaser will:

2.1 keep the Goods in the Purchaser's possession, maintain them in good working condition at the Purchaser's own cost, not make the Goods available for use by another person or body, not allow any unqualified or unlicensed driver/operator to use the Goods and not remove the Goods from the Republic of South Africa without the prior written consent of the Seller;

2.2 normally keep the Goods on the premises mentioned in this Agreement and must notify the Seller by registered post of the name and address of the landlord of any new/intended premises before allowing the Goods to be kept at such premises;

2.3 not use the Goods in any illegal manner or for any illegal purpose or in a manner which may render any claim invalid under an insurance policy in respect thereof;

2.4 keep the Goods free from claims by third parties and from attachment and may not alienate or transfer or encumber them either in part or as a whole, or allow any lien to arise in respect thereof;

2.5 allow the Seller or the Seller's agent reasonable opportunity to inspect the Goods;

2.6 where applicable, at the Purchaser's cost register and license the Goods and obtain all the necessary certificates, approvals or exemptions prescribed by the authorities in respect of the Goods or the use thereof for whatever purpose;

2.7 not modify the Goods without the prior written consent of the Seller and any addition or renovation to or replacement of the Goods and all fittings thereof will be deemed to become part of the Goods, without any right to compensation.

3 DELIVERY AND ACCEPTANCE

The Purchaser acknowledges that

3.1 the Goods have been purchased by the Seller from the Supplier at the Purchaser's request and only for the purpose of selling the Goods to the Purchaser in terms of this agreement;

3.2 the Seller makes no representations or warranties, whether express or implied to the Purchaser as to the Goods or their fitness for any purpose whatsoever except for the common law warranties.

4 OWNERSHIP

Notwithstanding delivery, ownership of the Goods shall not pass to the Purchaser until all amounts owing under this agreement have been paid in full.

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SCAN FILES TO DEPT/USER

Date Sys.Date 07/12/07 Sys.Time 16:00

Call Operator VTM Call Operator VICTORIA MADISA

Operator Code chm Operator Name CHARLES MUKHARI

Picking Slip No 1266056

Box.No 219886 : 210919 : 210919 :

Acct.No 62689892

First Name GAELEBOLE

Surname LEEPILE

Address ABSA FORUM BUILDING
C/O NELSON MANDELA & DONALD
MURRAY STREET,BRENTWAG

City
Post.Cde
Home No
Work 051 401 1047
Cell
Fax 086 630 9601
Co Status .
IN IN IN NR NR NR NR FRMDOC N/A N/A

Code Instructions
3 CONTRACT COPY

Comments FAX\POST

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Lease Agreement

Ford Credit

Stamp Duty Paid

Seëlreg Betaal

FFS Finance South Africa (PTY) Limited
Reg No 1986/002238/07 Trading as Ford Credit

VAT No: 4340117292
Contract No: 52689892

Between	: DRIES MOTORS (EDMS) BPK	(Hereinafter called the 'Lessor')
Of	: 4 WARDEN STREET,HARRISMITH,9880	(Business address)
And	: MALUTI A PHUFONG MUNICIPALITY	(Hereinafter called the 'Hirer')
Of	: CNR MOREMOHOLO AND MOTLUNG, PHUTHADITJHABA, 9866	(Street address of Business or Residential address)

The Lessor rents the goods ("the Goods") described below to the Lessee who hires the Goods for the rental payments mentioned below, upon the terms and subject to the conditions set out below and handed to yourself. The Lessee acknowledges that the Lessee has read this agreement, understands it and that it is drawn up in the official language of the Lessee's choice.

The Lessee's attention is drawn to Section 13(1) of the Credit Agreements Act, No. 75 of 1980, which provides that:

"When any credit agreement in respect of which the initiative emanated from any credit grantor or his manager, agent or employee, is signed by any credit receiver at a place other than the business premises where the credit grantor or his manager, agent or employee ordinarily carries on business, the credit receiver may within five days after the date of the credit agreement terminate it by notice in writing delivered or sent by prepaid registered mail to the credit grantor, and by tendering the return of any goods delivered to him in terms of the credit agreement."

Description of goods

Make	: FORD	Model	: RANGER 1800 SWB	Year of first Registration	: 2003
Engine No.	: F897418	Chassis No.	AR503550	Serial No.	:
Registration No.	: NEW	Kilometre reading	:		

Book value of goods (BV) *R as at expiry date.
Rate of finance charges per year 12.270% linked at a rate 0.270% above the prime rate.

Purchase Price		Levies included in principal debt (specify)		Initial Payment		Recoverable Amount	
Cost price of goods	R 78000.00	Stamp duties	R 60.00	*Trade-in value	R	Total A	*R 98135.30
Cost price of Extras	R 8145.00	*Insurance	R	*Cash	R	+Total B	*R 60.00
VAT	R 11990.30	CLI	R			Sub Total	R 98195.30
		*Guarantees	R	*Present value of the book value	R	-Total C	*R 0.00
Total A	R 98135.30	Total B	R 60.00	Total C	R 0.00	Principal debt	R 98195.30
						Finance charges	R 32943.50
						*Documentation fees	R 800.00
						Recoverable amount	R 131938.80

Breakdown of extras (VAT exclusive)

GEARLOCK	R 595.00	LICENCE & REG	R 500.00
RUBBERISE	R 1750.00	CANOPY	R 5300.00
	R		R
	R		R
	R		R

Payment structure of rental payments

Commencement date 13/11/2003	Expiry date 01/11/2008
First rental payment (excluding initial payment)	*R 2168.98 due on 01/12/2003
Thereafter 58 rental payments of	*R 2168.98 each payable on the same day of each successive month.
Final payment	*R 2168.98 due on 01/11/2008

Debit order authorisation
The Lessee hereby authorises the Lessor or its order or assigns to debit the Lessee's cheque account:
Account no 62004413822 Clearing no 231780
at (Bank) FIRST NATIONAL BANK (Branch) PHUTHADITJHABA
from time to time payment of monies due to the Lessor in respect of this Lease Agreement without obtaining further authority from the Lessee.

Lessee

*VAT inclusive where indicated, as well as on all rental payments

Address of premises where goods will normally be kept: CNR MOREMOHOLO AND MOTLUNG, PHUTHADITJHABA
Where applicable, the name and address of the landlord of the premises mentioned above:

Signed at HARRISMITH on 13 November 2003

Signature (Lessor) Witness 1 Witness 2

Signed at PHUTHADITJHABA on 13 November 2003

Signature (Lessee) Witness 1 Witness 2

RMS Maluti A Phofung Municipality

ID number (Lessee)

Signed at on

Signature (**Spouse/***Guardian) Witness 1 Witness 2

** The Spouse of the Lessee must countersign this document in the presence of two witnesses if the Lessee is married in community of property unless this agreement is entered into by the Lessee in the ordinary course of the Lessee's business or profession

*** The Guardian of the Lessee must countersign this document if the Lessee is a minor.

Terms and Conditions: Lease Agreement/Rental/Rent-2-Buy

1. PAYMENT

1.1 All payments under this agreement must be paid by the Lessee on or before the due date, without any deductions, at the business address of the Lessor or at such other address as the Lessor may indicate in writing.

**1.2 The Lessor and Lessee hereby agree that the finance charges of this transaction will be calculated as agreed upon but subject to the following:

1.2.1 should the parties have agreed upon a fixed finance charge rate, the rate of finance charges will remain the same during the period of this transaction.

1.2.2 should the agreement indicate a linked rate, the Lessor and Lessee hereby agree that the rate of finance charges will be increased/decreased by the same percentage point as the increase/decrease of the prime overdraft rate charged by Absa Bank Limited from time to time on overdraft cheque facilities granted to its best unsecured corporate clients ("the prime rate"), which increase/decrease is to coincide with the increase/decrease of the prime rate.

1.2.3 should the finance charge rate be increased/decreased as envisaged in 1.2.2 above, the Lessor may recalculate each outstanding rental payment and will inform the Lessee accordingly.

**1.3 If the Lessee fails to pay any amount which is owing to the Lessor in connection with this transaction on the date on which such amount is payable, or if the Lessee and Lessor agree to defer the payment of an amount which is owing by the Lessee, the Lessor will be entitled to recover an additional amount in finance charges which shall be calculated on the basis of the total amount which is payable but unpaid, the finance charge rate per annum then applicable to this transaction and, as the case may be, the period during which the default continues or the period for which payment is deferred as aforesaid which finance charges will be calculated and compounded on payment dates.

*1.4 The Lessor and the Lessee expressly agree that the rental payable under this agreement is calculated after taking the cost to the Lessor of its purchase of the Goods from the supplier into account. Consequently, in the event that the prime rate charged by Absa Bank Limited from time to time on overdraft cheque facilities granted to this best unsecured corporate clients ("the prime rate") varies, the rental payable under this agreement shall vary accordingly.

*1.5 If the Lessee fails to pay any rental, any damages or any other amount payable under this agreement on the due date thereof a penalty shall be levied on any such arrear amounts at a compound rate of 2.5% (two comma five percent) per month from the date on which payment is due until the date of payment, both days inclusive, without prejudice to any other rights which the Lessor may have arising from such default.

2. THE GOODS

The Lessee will:

2.1 keep the Goods in the Lessee's possession, maintain them in good working condition at the Lessee's own cost, not make the Goods available for use by another person or body, not allow any unqualified or unlicensed driver/operator to use the Goods and not remove the Goods from the Republic of South Africa without the prior written consent of the Lessor;

2.2 normally keep the Goods on the premises mentioned in this Agreement and must notify the Lessor by registered post of the name and address of the landlord of any new/intended premises before allowing the Goods to be kept at such premises;

2.3 not use the Goods in any illegal manner or for any illegal purpose or in a manner which may render any claim invalid under an insurance policy in respect thereof;

2.4 keep the Goods free from claims by third parties and from attachment and may not alienate or transfer or encumber them either in part or as a whole, or allow any lien to arise in respect thereof;

2.5 allow the Lessor or the Lessor's agent reasonable opportunity to inspect the Goods;

2.6 where applicable, at the Lessee's cost register and license the Goods and obtain all the necessary certificates, approvals or exemptions prescribed by the authorities in respect of the Goods or the use thereof for whatever purpose;

2.7 not modify the Goods without the prior written consent of the Lessor and any addition or renovation to or replacement of the Goods and all fittings thereof will be deemed to become part of the Goods, without any right to compensation.

3. DELIVERY AND ACCEPTANCE

The Lessee acknowledges that:

3.1 the Goods have been purchased by the Lessor from the Supplier at the Lessee's request and only for the purpose of renting the Goods to the Lessee in terms of this agreement.

3.2 the Lessor makes no representations or warranties, whether express or implied to the Lessee as to the Goods or their fitness for any purpose whatsoever except for the common law warranties.

13/11/2003

4. OWNERSHIP

4.1 The Lessee acknowledges that ownership of the Goods will remain vested at all times in the Lessor or his successor in title and that the Lessee, or any person on his behalf, will at no stage during or after this agreement acquire ownership of the goods by reason of mere possession of the Goods or in terms of this agreement, subject to the Lessee's rights (if any) in terms of Section 6K of the Usury Act 73 of 1968, as amended ("the Usury Act").

4.2 The Lessee must return the Goods in their original condition, fair wear and tear excepted to the Lessor on termination or cancellation of this agreement for whatever reason.

5. CESSION AND DELEGATION

5.1 The Lessor has the right to cede and transfer to any person any of its rights under this agreement including ownership of the Goods and in any such event the Lessee agrees to hire the Goods from the cessionary from the date of cession and make all payments due in terms of this agreement to the cessionary after receipt of notice of cession. In the event of such cession, any reference to the Lessor shall be deemed to be a reference to the cessionary.

5.2 The Lessee does not have the right to cede or delegate the Lessee's rights or obligations under this agreement without the Lessor's prior written consent.

6. RISK

**6.1 The full risk of loss of or damage to the Goods, whether attributable to irresistible force, inevitable accident or any other cause will pass to the Lessee on signature by the Lessor of this agreement. The Lessor will not be liable to the Lessee for any loss or damage caused by any defect in the Goods or arising from the use of the Goods.

*6.2 Where a book value has been determined in respect of the Goods, the Lessor will accept the risk at termination of the rental Agreement of depreciation of the Goods below the agreed book value provided that the Goods are in a good working order, free from damage or blemishes, fair wear and tear excepted, subject however to the provisions of the clause 9 hereof.

7. INSURANCE

7.1 The Lessee shall comprehensively insure the Goods and keep the Goods insured for the duration of this agreement at the Lessee's own cost and before accepting delivery thereof, for not less than the amount of the principal debt or their reasonable replacement value, as determined by the Lessor in its own discretion, whichever is the greater amount.

7.2 The insurance policy or policies are hereby ceded to the Lessor as security for any amount owing by the Lessee to the Lessor in connection with this transaction.

7.3 The Lessee must notify the Lessor immediately in writing of any loss of or damage to the Goods and accepts responsibility for such loss or damage, and will repair the Goods or have them repaired at the Lessee's own cost and will make use only of new materials or parts and of qualified workmanship.

7.4 If the Lessee fails to comply with the Lessee's obligations in terms of clause 7.1, the Lessor will be entitled to insure the Goods and/or pay the premiums on behalf of the Lessee and will be entitled to either recover the costs incurred in doing so directly from the Lessee, or to add such costs to the Lessee's account and to recover same in instalments over the remaining period of the agreement.

* *Only applicable if the agreement is a rental agreement.*
** *Only applicable if the agreement is a lease or Rent-2-buy agreement.*

8. EXPIRY AND EARLY REDEMPTION

The Lessee will not be entitled to terminate this agreement whether wholly or in part prior to the expiry date thereof as set out in this agreement, unless the Lessor agrees to early termination and then only on the terms and subject to the conditions determined by the Lessor.

9. MAINTENANCE AND REPAIRS

9.1 The Lessee and Lessor hereby agree that the Lessor may recover from the Lessee any reasonable costs incurred by the Lessor in connection with the repair or maintenance of the Goods, either during the term of this agreement or thereafter to reinstate it to its original condition, fair wear and tear excepted, which cost shall be payable on demand.

9.2 The provisional book value (if any) of the Goods as reflected in this agreement is based on the assumption that the Goods will be in good order and condition on termination hereof and not be used for longer than the term of this agreement. Should any of the assumptions be incorrect on termination of this agreement for whatever reason, the provisional book value will be reduced by either the costs to be paid by the Lessee in terms of clause 9.1, as determined by the Lessor. Apart from the above, the provisional book value will become the book value of the Goods on termination of this agreement.

*9.3 If the Lessee exceeds the maximum kilometers, the Lessee must reimburse the Lessor for such excess kilometers at the excess charge rate per kilometer. Such charge will be used to reduce the provisional book value as provided for in this agreement. The Lessee will also not be entitled to any rebate or reduction of payments, book value or other benefit by reason of his inability or neglect to make use of the Goods for whatever reason.

10. PAYMENTS BY THE LESSOR

10.1 The Lessee hereby authorises the Lessor to pay the following from time to time and to add such amounts to the Lessee's account:

10.1.1 the cost in respect of the preparation, execution and registration of a bond(s) over movable or immovable property mortgaged or hypothecated to the Lessor as security.

10.1.2 premiums payable to an insurer in respect of a life assurance policy or policies ceded to the Lessor as security in connection with this transaction and/or in respect of an insurance policy or policies in terms of which the Goods and/or any other property serving as security in respect of this transaction is insured against loss or damage, loss of income or any other loss or damage against which the Goods are ordinarily insured.

10.1.3 taxes, other fiscal charges and license fees payable in connection with this transaction.

10.2 Any legal costs incurred by the Lessor whether in contemplation or anticipation or pursuant to the institution of any application, action or other legal proceeding against the Lessee, shall be borne by the Lessee on an attorney and own client scale if the Lessor is awarded costs of any such application, action or legal proceeding or if the Lessee tenders to pay the Lessor's costs.

11. BREACH

11.1 The Lessee will be in breach of this agreement if the Lessee:

11.1.1 fails to make any payment in terms of this agreement;

11.1.2 fails to comply with any other provision of this agreement;

11.1.3 fails to satisfy any judgement for the payment of money obtained against him within 7 (seven) days of such judgement or fails to lodge an appeal within the prescribed period; or

11.1.4 provides false information, or fails to reveal negative information, in the application preceding this agreement.

**11.2 In the event of 11.1.1 the Lessor may immediately increase the finance charge rate to the maximum rate prescribed in the terms of the Usury Act from time to time.

11.3 In the event of any breach of this agreement, including 11.1.1, if the Lessor elects not to act in accordance with 11.2, the Lessor may, in addition to any other remedies that it may have in terms of this agreement or at law:

11.3.1 terminate this agreement, and/or

11.3.2 claim, at the Lessee's cost, return and possession of the Goods together with all licensing documents, registration certificates and any other relevant documents in respect of the Goods, at any Lessor's address or at such other address as the Lessor may have notified the Lessee of in writing; and/or

11.3.3 claim damages (which may include immediate payment of all arrear payments plus finance charges thereon).

12. CERTIFICATE

A certificate signed by a manager of the Lessor (no proof of this appointment or position is necessary) setting out any amount owing by the Lessee to the Lessor in terms of this agreement will be sufficient evidence of the particulars included therein for purposes of judgement, including provisional sentence or summary judgement and the burden of proof rests on the Lessee to prove otherwise.

13. JURISDICTION

The Lessee hereby consents in terms of Section 45 of the Magistrates Court Act 32 of 1944, that any legal proceedings arising from this agreement may be instituted in the magistrate's court of any district with jurisdiction in terms of Section 28(1) of the said Act.

14. CONCESSIONS

Any extension of time, relaxation, indulgence or condonation extended by the Lessor to the Lessee will not be regarded as a waiver of any of the Lessor's rights in terms of this agreement. Acceptance by the Lessor of any payment made by the Lessee after termination of this agreement will not be a waiver of the Lessor's rights in terms of this agreement nor regarded as a novation thereof, and the Lessor's prior termination of this agreement will remain in full force notwithstanding such acceptance.

15. AMENDMENTS

This agreement comprise the full agreement between the parties on the subject matter and no amendment or cancellation of this agreement, including this provision, will be valid unless it has been reduced to writing and signed by both parties.

16. ADDRESSES

The Lessee hereby chooses the address stipulated in this agreement as the address for giving notice or sending any summons or for any other purposes in respect of this agreement. The Lessee may give the Lessor written notice of a change in the above address, or send such notice by registered mail, after which the new address will then serve as the Lessee's address.

17. STATUTES APPLICABLE

No reference to the Usury Act or the Credit Agreements Act No 75 of 1980 shall raise the inference that the agreement is covered by either of the aforementioned acts, unless the aforementioned acts by its terms are applicable to this agreement.

18. DISCLOSURE OF INFORMATION

18.1 The Lessor may -

18.1.1 disclose all information relating to any of the Lessee's accounts with the Lessor to all divisions and entities of and associated with the Lessor; and

18.1.2 disclose information about the Lessee's accounts and the conduct by the Lessee of its accounts to other banks and credit bureaus when asked for such information.

18.2 The Lessee acknowledges that the financing has been approved on the basis of information supplied by the Lessee and that the information is complete and correct and may be verified by by the Lessor.

SCAN FILES TO DEPT/USER

Date	Sys.Date 07/12/07 Sys.Time 16:11	
Call Operator VTM	Call Operator VICTORIA MADISA	
Operator Code chm	Operator Name CHARLES MUKHARI	
Picking Slip No	1266078	
Box.No	138288 : 205738 : 205738 :	
Acct.No	68643746	
First Name	GAELEBOLE	
Surname	LEEPILE	
Address	ABSA FORUM BUILDING C/O NELSON MANDELA & DONALD MURRAY STREET.BRENTWAG	
City		
Post.Cde		
Home No		
Work	051 401 1047	
Cell		
Fax	086 630 9601	
Co Status	.	
	IN IN IN NR NR NR NR	FRMDOC N/A N/A

Code	Instructions
3	CONTRACT COPY

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ABSA

Instalment Sale Agreement

BE1

INSTALMENT SALE AGREEMENT

TAX INVOICE- 88643746 VAT REG NR.-4940112230 VAT REG NR(BUYER) - 4940112230

Between	ABSA BANK BEPERK REG NO 1986/004794/06	
of	ABSA GEBOU,1STE VLOER,GOLDMANSTRAAT 88/38,FLORIDA,1709	(Hereinafter called "Seller")
and	MALUTI-A-PHOFUNG MUNICIPALITY - N/A	(Street address as Business address)
of	MUNICIPALITY BUILDING, SETSING CENTRE, WITSIESHOEK, 9869	(Hereinafter called "Buyer")

Subject to the standard conditions as depicted below and on the back of agreement. (Street or Business or Residential address)

"13(1) When any credit agreement in respect of which the initiative emanated from any credit grantor or his manager,agent or employee ,is signed by any credit receiver at a place other than the business premises where the credit grantor or his manager,agent or employee ordinarily carries on business,the credit receiver may within five days after the date of the credit agreement terminate it by notice in writing delivered or sent by prepaid registered mail to the credit grantor,and by tendering the return of any goods delivered to him in terms of the credit agreement."

Description of Goods :

Make	: NISSAN		
Engine No:	KA24891734x	Chassis No :	adn240000e016859
Model	: D/CAB HI - RIDER 2.4		
Registration No:		Serial No:	
Year of 1st Registration:	2005	Kilometre reading	

Specified maximum km usage for the period of the transaction:

Provisional book value of the goods(BV) R Excess charge per km R

Rate of finance charges per year subject to clause 1.2 of the Conditions: 10.867%

Rate of finance charges for the period of this transaction is (put cross in applicable block) Fixed [ ] Discretionary [ ] Linked [X]

Current Prime Rate 10.500%

Purchase price			Levies included in Principal Debt (Specify)			Initial Payment/Book Value			Recoverable Amount		
Cost Price of Goods	R	165,120.17	Stamp Duties	R	0.00	Value of Trade-ins	R		Total A	R	189,407.00
Cost Price of Extras	R	1074.83	* Insurance	R	0.00				+ Total B	R	0.00
VAT	R	23,212.00	* Guarantees	R	0.00	Cash	R	0.00	Sub-Total	R	189,407.00
						Present Value of the Book Value	R		- Total C	R	0.00
Total A	R	189,407.00	Total B	R	0.00	Total C	R	0.00	Principal Debt	R	189,407.00
									Finance Charges	R	52,659.71
									Documentation Fee	R	2,000.00
									Recoverable Amount	R	244,066.71

* VAT Inclusive

Breakdown of extras (VAT exclusive)

Gear Lock	R	570.18		R
No Plates	R	109.85		R
Reg & Lic	R	395.00		R
	R			R
	R			R
	R	0.00		R
	R	0.00		

REPAYMENT STRUCTURE

Commencement Date : 14/09/2005 Termination Date : 01/10/2010

First instalment (excluding initial payment) R 3835.53 due on 01/11/2005

Thereafter 02 instalment(s) of R3835.53 ; thereafter 01 instalment(s) of R17770.44; thereafter 55 instalments(s) of R3835.53 on the same day of each successive month

Final instalment of R3835.53 due on 01/10/2010

Address of the premises where the goods will normally be kept: MUNICIPAL BUILDING, SETSING CENTRE, WITSIESHOEK 9869

Where applicable, the name and adress of the lessor/owner of the mentioned property

Signed at this day of 2005

Signature: Seller

Witness name Witness signature Witness name Witness signature

Signed at Bethlehem this 14 day of Sept 2005

Signature: Buyer G.Gonts

ID/Registration Number (Buyer) N/A

Witness name Witness signature Witness name Witness signature

4128800 (BNF 073 00 (HC)

ABSA Bank Limited, Reg No 1986/004794/06

SCAN FILES TO DEPT/USER

Date Sys.Date 07/12/07 Sys.Time 15:43

Call Operator VTM Call Operator VICTORIA MADISA

Operator Code cha Operator Name CHARLES MUKHARI

Picking Slip No 1266017

Box.No 219870 : 219870 : 210958 :

Acct.No 61377420

First Name GAELEBOLE

Surname LEEPILE

Address ABSA FORUM BUILDING
C/O NELSON MANDELA & DONALD
MURRAY STREET.BRENTWAG

City
Post.Cde
Home No
Work 051 401 1047
Cell
Fax 086 630 9601
Co Status .
IN IN IN NR NR NR NR FRMDOC N/A N/A

Code Instructions
3 CONTRACT COPY

Comments FAX\POST

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Bankfin

Lease Agreement

ABSA Bank Limited, Reg No 1986/004794/06 Trading as Bankfin

BE2

STAMP DUTY PAID
SEELREGTE BETAAL

TAX INVOICE - 61377420 VAT REG. NR. - 4940112230

Between	ABSA BANK LIMITED REG. NO. 86/004794/06 T/A BANKFIN	(Hereinafter called "Lessor")
of	2ND FLOOR DONALD MURRAY STREET, BLOEMFONTEIN	(Street address as Business address)
and	MALUTI-A-PHOFUNG MUNICIPALITY	(Hereinafter called "Lessee")
of	SETSING BUS. CNTR. C/O MOREMOHOLO END MOTTOUNG STREET.	(Street or Business or Residential address)

Whereby the Lessor lets to the Lessee who hires the Goods as described below ("the Goods") upon the terms and conditions set out below and on the back of the agreement.

"13(1) When any credit agreement in respect of which the initiative emanated from any credit grantor or his manager, agent or employee, is signed by any credit receiver at a place other than the business premises where the credit grantor or his manager, agent or employee ordinarly carries on business, the credit receiver may within five days after the date of the credit agreement terminate it by notice in writing delivered or sent by prepaid registered mail to the credit grantor, and by tendering the return of any goods delivered to him in terms of the credit agreement."

ABSA Bank Ltd ("the Bank") is authorised to:
- disclose all information relating to any of the Hirer's/Buyer's accounts with the bank to all divisions and entities in and entities associated with the ABSA Group of Companies, and
- disclose information pertaining to the Hirer's/Buyer's accounts and the conduct by the Hirer/Buyer of its accounts to other banks and credit bureaux upon request for such information.
- the Hirer/Buyer acknowledges that the financing has been approved upon the strength of information by the Hirer/Buyer and that the information is complete and correct and may be verified by the Bank.

Description of goods :

Make	NISSAN	Model	1400
Engine No.	A1452358905	Chassis No.	ADN4080000A029371
Year of first registration	2003	Serial No.	

Specified maximum km usage for the period of the transaction km Excess charge per km R
Provisional book value of goods (BV) *R
Rate of finance charges per year subject to clause 1.2 of the Conditions 16.734 %
Rate of finance charges for the period of this transaction is Linked Current prime rate 17.000%

Purchase Price			Levies included in Principal Debt (Specify)			Initial Payment/ Book Value			Recoverable Amount		
Cost Price of goods	R	52,428.00	Stamp Duties	R	24.40	* Value of Trade-ins	R	0.00	Total A	R	59,767.92
Cost Price of extras	R	0.00	Insurance	R	0.00				+Total B	R	24.40
VAT	R	7,339.92	CLI	R	0.00	* Cash	R	0.00	Sub Total	R	59,792.32
			Guarantees	R	0.00	Present Value of the Book	R		-Total C	R	0.00
Total A	R	59,767.92	Total B	R	24.40	Total C	R	0.00	Principal Debt	R	59,792.32
									Finance Charges	R	28,829.68
									*Documentation Fee	R	450.00
									Recoverable Amount	R	87,072.00

* VAT inclusive where indicated, as well as on all instalments

Breakdown of Extras (VAT exclusive)

0	R0.00
0	R0.00
0	R0.00
0	R0.00
0	R0.00

BANKFIN
ABSA Bank ... 86/004794/06
...
Tel 051 401 ... Faks ...

Payment structure of instalments

Commencement date 22/05/2003 Termination Date 01/06/2008
First Instalment (excluding initial payment) R1,451.20 due on 01/07/2003
Thereafter 58 instalment(s) of R1,451.20 due on the same day of each successive month with a
Final instalment of R1,451.20 due on 01/06/2008

Address of the premises where the goods will normally be kept SETSING BUS. CNTR. C/O MOREMOHOLO END MOTTOUNG STREET.
Where applicable, the name and address of the lessor/owner of the mentioned property

Signed at Bloemfontein This 22 day of May 2003

Signature (Lessor) Witness 1 Witness 2
FOR AND ON BEHALF OF ABSA BANK LIMITED REG. NO. 86/004794/06 T/A BANKFIN
9007023

Signed at Phuthaditjhaba This 22 day of May 2003

Signature (Lessee) Witness 1 Witness 2
FOR AND ON BEHALF OF MALUTI-A-PHOFUNG MUNICIPALITY
ERR

SCAN FILES TO DEPT/USER

Date Sys.Date 07/12/07 Sys.Time 15:43

Call Operator VTM Call Operator VICTORIA MADISA

Operator Code cha Operator Name CHARLES MUKHARI

Picking Slip No 1266017

Box.No 219870 : 219870 : 210958 :

Acct.No 61377420

First Name BAELEBOLE

Surname LEEPILE

Address ABSA FORUM BUILDING
C/O NELSON MANDELA & DONALD
MURRAY STREET,BRENTWAG

City
Post.Cde
Home No
Work 051 401 1047
Cell
Fax 086 630 9601
Co Status ,
IN IN IN NR NR NR NR FRMDOC N/A N/A

Code Instructions
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Comments FAX\POST

11-DEC-2007 14:56 FROM ABSA TO 00866309601 P.02/02

Bankfin

Lease Agreement

ABSA Bank Limited, Reg No 1986/004794/06 Trading as Bankfin

BE2

STAMP DUTY PAID
SEELREGTE BETAAL

TAX INVOICE - 61377420 VAT REG. NR. - 4940112230

Between	ABSA BANK LIMITED REG. NO. 86/004794/06 T/A BANKFIN	(Hereinafter called "Lessor")
of	2ND FLOOR DONALD MURRAY STREET, BLOEMFONTEIN	(Street address as Business address)
and	MALUTI-A-PHOFUNG MUNICIPALITY	(Hereinafter called "Lessee")
of	SETSING BUS. CNTR. C/O MOREMOHOLO END MOTTOUNG STREET.	(Street or Business or Residential address)

Whereby the Lessor lets to the Lessee who hires the Goods as described below ("the Goods") upon the terms and conditions set out below and on the back of the agreement.

"13(1) When any credit agreement in respect of which the initiative emanated from any credit grantor or his manager, agent or employee, is signed by any credit receiver at a place other than the business premises where the credit grantor or his manager, agent or employee ordinarily carries on business, the credit receiver may within five days after the date of the credit agreement terminate it by notice in writing delivered or sent by prepaid registered mail to the credit grantor, and by tendering the return of any goods delivered to him in terms of the credit agreement."

ABSA Bank Ltd ("the Bank") is authorised to:
- disclose all information relating to any of the Hirer's/Buyer's accounts with the bank to all divisions and entities in and entities associated with the ABSA Group of Companies, and
- disclose information pertaining to the Hirer's/Buyer's accounts and the conduct by the Hirer/Buyer of its accounts to other banks and credit bureaux upon request for such information.
- the Hirer/Buyer acknowledges that the financing has been approved upon the strength of information by the Hirer/Buyer and that the information is complete and correct and may be verified by the Bank.

Description of goods :

Make	NISSAN	Model	1400
Engine No.	A1452358905	Chassis No.	ADN4080000A029371
Year of first registration	2003	Serial No.	

Specified maximum km usage for the period of the transaction km Excess charge per km R
Provisional book value of goods (BV) *R
Rate of finance charges per year subject to clause 1.2 of the Conditions 15.734 %
Rate of finance charges for the period of this transaction is Linked Current prime rate 17.000%

Purchase Price			Levies included in Principal Debt (Specify)			Initial Payment/ Book Value			Recoverable Amount		
Cost Price of goods	R	52,428.00	Stamp Duties	R	24.40	* Value of Trade-ins	R	0.00	Total A	R	59,767.92
Cost Price of extras	R	0.00	Insurance	R	0.00	* Cash	R	0.00	+Total B	R	24.40
VAT	R	7,339.92	CLI	R	0.00	Present Value of the Book	R		Sub Total	R	59,792.32
			Guarantees	R	0.00				-Total C	R	0.00
Total A	R	59,767.92	Total B	R	24.40	Total C	R	0.00	Principal Debt	R	59,792.32
									Finance Charges	R	26,829.68
									*Documentation Fee	R	450.00
									Recoverable Amount	R	87,072.00

* VAT inclusive where indicated, as well as on all instalments

Breakdown of Extras (VAT exclusive)

0	R0.00
0	R0.00
0	R0.00
0	R0.00
0	R0.00

BANKFIN
ABSA Bank ... 86/004794/06
Tel 051 ...

Payment structure of instalments

Commencement date 22/05/2003 Termination Date 01/06/2008
First instalment (excluding initial payment) R1,451.20 due on 01/07/2003
Thereafter 58 instalment(s) of R1,451.20 due on the same day of each successive month with a
Final instalment of R1,451.20 due on 01/06/2008

Address of the premises where the goods will normally be kept SETSING BUS. CNTR. C/O MOREMOHOLO END MOTTOUNG STREET.
Where applicable, the name and address of the lessor/owner of the mentioned property

Signed at Bloemfontein This 22 day of May 2003

Signature (Lessor) Witness 1 ______ Witness 2 ______
FOR AND ON BEHALF OF ABSA BANK LIMITED REG. NO. 86/004794/06 T/A BANKFIN

Signed at Phuthaditjhaba This 22 day of May 2003

Signature (Lessee) Witness 1 ______ Witness 2 ______
FOR AND ON BEHALF OF MALUTI-A-PHOFUNG MUNICIPALITY
ERR

4187852 (BNF 074 EX (PC) ABSA 75403 (10/2001)

TOTAL P.02

SCAN FILES TO DEPT/USER

Date	Sys.Date 07/12/07 Sys.Time 16:05	
Call Operator VTM	Call Operator VICTORIA MADISA	
Operator Code che	Operator Name CHARLES MUKHARI	
Picking Slip No	1266064	
Box.No	200249 : 200249 : 200249 :	
Acct.No	69307901	
First Name	GAELEBOLE	
Surname	LEEPILE	
Address	ABSA FORUM BUILDING C\O NELSON MANDELA & DONALD MURRAY STREET.BRENTWAG	
City		
Post.Cde		
Home No		
Work	051 401 1047	
Cell		
Fax	086 630 9601	
Co Status	.	
	IN IN IN NR NR NR NR FRMDOC N/A N/A	

Code	Instructions
3	CONTRACT COPY

Comments FAX\POST

acufiler

ABSA

ABSA Bank Limited

(Reg No 1986/004794/06)

ent

VAT No: 4940112230

Contract No: 69307901

Between	: ABSA BANK LIMITED	(Hereinafter called the 'Seller')
Of	: 2ND FLOOR FORUM BUILDING, NELSON MANDELA ROAD BLOEMFONTEIN, 9301	(Business address)
And	: MALUTI A PHOFUNG MUNICIPALITY 00000000 Vat No:	(Hereinafter called the 'Purchaser')
Of	: MUNICIPAL BUILDING, WITSIESHOEK, 9869	(Street address of Business or Residential address

The Seller sells the goods ("the Goods") described below to the Purchaser who purchases the Goods for the purchase price mentioned below, upon the terms and subject to the conditions set out below and handed to the Purchaser. The Purchaser acknowledges that the Purchaser has read this agreement, understands it and that it is drawn up in the official language of the Purchaser's choice.

The purchaser's attention is drawn to Section 13(1) of the Credit Agreements Act, No 75 of 1980, which provides that:

"When any credit agreement in respect of which the initiative emanated from any credit grantor or his manager, agent or employee, is signed by any credit receiver at a place other than the business premises where the credit grantor or his manager, agent or employee ordinarily carries on business, the credit receiver may within five days after the date of the credit agreement terminate it by notice in writing delivered or sent by prepaid registered mail to the credit grantor, and by tendering the return of any goods delivered to him in terms of the credit agreement."

Description of goods	:						
Make	:	NISSAN	Model	:	HARDBODY 2400I SE	Year of first Registration :	2005
Engine No.	:	RA24812818X	Chassis No.	:	ADNJ2800001016579	Serial No. :	
Registration No.	:	NEW					

Rate of finance charges per year 10.970% linked at a rate 0.470% above the prime rate.

Purchase Price			Levies included in principal debt (specify)			Initial Payment			Recoverable Amount		
Cost price of goods	R	161403.50	Stamp duties	R	0.00	*Trade-in value	R	0.00	Total A	R	193636.99
Cost price of Extras	R	8489.74	*Insurance	R	0.00	*Cash	R	0.00	+Total B	R	0.00
VAT	R	23743.75	CLI	R	0.00				Sub Total	R	193636.99
			*Guarantees	R	0.00				-Total C	R	0.00
			Recovery System	R	0.00						
Total A	R	193636.99	Total B	R	0.00	Total C	R	0.00	Principal debt	R	193636.99
									Finance charges	R	51410.97
									*Documentation fees	R	2499.99
									Recoverable amount	R	247547.95

Breakdown of extras (VAT exclusive)

NUMBER PLATES	R 109.65	LOAD BODY RUBBER NUT	R 642.98
LICENCE & REG	R 295.00	GEARLOCK	R 614.04
CANOPY	R 6828.07		R 0.00
	R 0.00		R 0.00
	R 0.00		R 0.00

Payment structure

Commencement date 20051215 Expiry date 20110101

SEE ADDENDUM

Debit order authorisation

The Purchaser hereby authorises the Seller or its order as assigns to debit the Purchaser's Cheque account:

Account no	62026153221	Clearing no	254005
at (Bank)	FNB	(Branch)	PHUTHADITJHABA

from time to time in payment of monies due to the Seller in respect of this Instalment Sale Agreement without obtaining further authority from the Purchaser.

Account Holder

*VAT inclusive where indicated, as well as on all instalments

Address of premises where goods will normally be kept: MUNICIPAL BUILDING, WITSIESHOEK, 9869

Where applicable, the name and address of the landlord of the premises mentioned above:

Signed at Florida on 5 January 2006.

A. SLATER
2684635

Signature (Seller) Witness 1 Karen Kiek-Muller Witness 2

Signed at Phuthaditjhaba on 15-12-2005

Signature (Purchaser) Witness 1 Witness 2

ID number (Purchaser)

Signed at on

Signature (**Spouse/***Guardian) Witness 1 Witness 2

** The Spouse of the Purchaser must countersign this document in the presence of two witnesses if the Purchaser is married in community of property unless this agreement is entered into by Purchaser in the ordinary course of the Purchaser's business or profession.

*** The Guardian of the Purchaser must countersign this document if the Purchaser is a minor

Terms and Conditions: Instalment Sale Agreement

1 PAYMENT

1.1 All payment under this agreement must be paid by the Purchaser on or before the due date, without any deductions or set off, at the business address of the Seller or at such other address as the Seller may indicate in writing.

1.2 The Seller and Purchaser hereby agree that the finance charges of this transaction will be calculated as agreed upon but subject to the following:

1.2.1 should the parties have agreed upon a fixed finance charge rate, the rate of finance charges will remain the same during the period of this transaction;

1.2.2 should the agreement indicate a linked rate, the Seller and Purchaser hereby agree that the rate of finance charges will be increased/decreased by the same percentage points as the prime overdraft rate charged by Absa Bank Limited from time to time on overdraft cheque facilities granted to its best unsecured corporate clients ("the prime rate"), which increase/decrease is to coincide with the increase/decrease of the prime rate;

1.2.3 should the finance charge rate be increased/decreased as envisaged in 1.2.2 above, the Seller may recalculate each outstanding instalment and will inform the Purchaser accordingly.

1.3 If the Purchaser fails to pay any amount which is owing to the Seller in connection with this transaction on the date on which such amount is payable, or if the Purchaser and Seller agree to defer the payment of an amount which is owing by the Purchaser, the Seller will be entitled to recover an additional amount in finance charges which shall be calculated on the basis of the total amount which is payable but unpaid, the finance charge rate per annum then applicable to this transaction and, as the case may be, the period during which the default continues or the period for which payment is deferred as aforesaid which finance charges will be calculated and compounded on payment dates.

2 THE GOODS

The Purchaser will;

2.1 keep the Goods in the Purchaser's possession, maintain them in good working condition at the Purchaser's own cost, not make the Goods available for use by another person or body, not allow any unqualified or unlicensed driver/operator to use the Goods and not remove the Goods from the Republic of South Africa without the prior written consent of the Seller;

2.2 normally keep the Goods on the premises mentioned in this Agreement and must notify the Seller by registered post of the name and address of the landlord of any new/intended premises before allowing the Goods to be kept at such premises;

2.3 not use the Goods in any illegal manner or for any illegal purpose or in a manner which may render any claim invalid under an insurance policy in respect thereof;

2.4 keep the Goods free from claims by third parties and from attachment and may not alienate or transfer or encumber them either in part or as a whole, or allow any lien to arise in respect thereof;

2.5 allow the Seller or the Seller's agent reasonable opportunity to inspect the Goods;

2.6 where applicable, at the Purchaser's cost register and license the Goods and obtain all the necessary certificates, approvals or exemptions prescribed by the authorities in respect of the Goods or the use thereof for whatever purpose;

2.7 not modify the Goods without the prior written consent of the Seller and any addition or renovation to or replacement of the Goods and all fittings thereof will be deemed to become part of the Goods, without any right to compensation.

3 DELIVERY AND ACCEPTANCE

The Purchaser acknowledges that

3.1 the Goods have been purchased by the Seller from the Supplier at the Purchaser's request and only for the purpose of selling the Goods to the Purchaser in terms of this agreement;

3.2 the Seller makes no representations or warranties, whether express or implied to the Purchaser as to the Goods or their fitness for any purpose whatsoever except for the common law warranties.

4 OWNERSHIP

Notwithstanding delivery, ownership of the Goods shall not pass to the Purchaser until all amounts owing under this agreement have been paid in full.

5 CESSION AND DELEGATION

5.1 The Seller has the right to cede and/or delegate and transfer to any person or entity any of its rights and/or obligations under this agreement, including ownership in the Goods and in such event the Purchaser agrees to hold the Goods on behalf of the cessionary from the date of cession and to make all payments due in terms of this agreement to the cessionary after receipt of notice of cession, in the event of such cession, reference to the Seller shall be deemed to be a reference to the cessionary.

5.2 The Purchaser does not have the right to cede or delegate the Purchaser's rights or obligations under this agreement without the Seller's prior written consent.

6 RISK

The full risk of loss or damage to the Goods, whether attributable to irresistible force, inevitable accident or any other cause will pass to the Purchaser on signature by the Purchaser of this agreement. The Seller will not be liable to the Purchaser for any loss or damage caused by any defect in the Goods or arising from the use of the Goods.

7 INSURANCE

7.1 The Purchaser shall comprehensively insure the Goods and keep the Goods insured for the duration of this agreement at the Purchaser's own cost and before accepting delivery thereof, for not less than the amount of the principal debt or their reasonable replacement value, as determined by the Seller in it's own discretion, whichever is the greater amount.

7.2 The insurance policy or policies are hereby ceded to the Seller as security for any amount owing by the Purchaser to the Seller in connection with this transaction.

7.3 The Purchaser must notify the Seller immediately in writing of any loss of or damage to the Goods and accepts responsibility for such loss or damage, and will repair the Goods or have them repaired at the Purchaser's own cost and will make use only of new materials or parts and of qualified workmanship.

7.4 If the Purchaser fails to comply with the Purchaser's obligations in terms of clause 7.1, the Seller will be entitled to insure the Goods and/or pay the premiums on behalf of the Purchaser and will be entitled to either recover the costs incurred in doing so directly from the Purchaser, or to add such costs to the Purchaser's account and to recover same in instalments over the remaining period of the agreement.

8 EXPIRY AND EARLY REDEMPTION

8.1 The Purchaser may settle this agreement early without penalty provided that the Purchaser must give the Seller prior written notice of at least 90 (ninety) days of the Purchaser's intention to pay the outstanding balance of the principal debt and finance charges thereon in one amount.

8.2 The minimum period after the commencement date of this agreement before any notice referred to in 8.1 may be given by the Purchaser is 90 (ninety) days.

9 PAYMENTS BY THE SELLER

9.1 The Purchaser hereby authorises the Seller to pay the following from time to time and to add such amounts to the Purchaser's account:

9.1.1 the cost in respect of the preparation, execution and registration of a bond(s) over movable or immovable property mortgaged or hypothecated to the Seller as security;

9.1.2 premiums payable to an insurer in respect of a life assurance policy or policies ceded to the Seller as security in connection with this transaction, and/or in respect of an insurance policy or policies in terms of which the Goods and/or any other property serving as security in respect of this transaction is insured against loss or damage, loss of income or any other loss or damage against which the Goods are ordinarily insured;

9.1.3 taxes, other fiscal charges and licence fees payable in connection with this transaction;

9.2 Any legal costs incurred by the Seller whether in contemplation or anticipation of pursuant to the institution of any application, action or other legal proceeding against the Purchaser, shall be borne by the Purchaser on an attorney and own client scale if the Seller is awarded the costs of any such application, action or legal proceeding or if the Purchaser tenders to pay the Seller's costs.

10 BREACH

10.1 The Purchaser will be in breach of this agreement if the Purchaser –

10.1.1 fails to make payment in terms of this agreement;

10.1.2 fails to comply with any other provision of this agreement;

10.1.3 fails to satisfy any judgment for the payment of money obtained against the Purchaser within 7 (seven) days of such judgment or fails to lodge an appeal within the prescribed period; or

10.1.4 provides false information, or fails to reveal negative information, in the application preceding this agreement.

10.2 In the event of 10.1.1 the Seller may immediately increase the finance charge rate to the maximum rate prescribed in terms of the Usury Act, No 73 of 1968 (the Usury Act) as amended, from time to time.

10.3 In the event of any breach of this agreement, including 10.1.1, if the Seller elects not to act in accordance with 10.2, the Seller may, in addition to any other remedies that it may have in terms of this agreement or at law;

10.3.1 without notice terminate this agreement and to retain all payments already made; and/or

10.3.2 claim, at the Purchaser's cost, return and possession of the Goods, together with all licensing documents in respect of the Goods, at the Seller's address or at such other address as the Seller may have notified the Purchaser of in writing; and/or

10.3.3 claim damages (which may include immediate payment of all arrear payments plus finance charges thereon).

11 CERTIFICATE

A certificate signed by a manager of the Seller (no proof of this appointment or position is necessary) setting out any amount owing by the Purchaser to the Seller in terms of this agreement will be sufficient evidence of the particulars included therein for purposes of judgment, including provisional sentence or summary judgment and the burden of proof rests on the Purchaser to prove otherwise.

12 JURISDICTION

The Purchaser hereby consents in terms of Section 45 of the Magistrates Court Act, No 32 of 1944, that any legal proceedings arising from this agreement may be instituted in the magistrate's court of any district with jurisdiction in terms of Section 28(1) of the said act.

13 CONCESSIONS

Any extension of time, relaxation, indulgence or condonation extended by the Seller to the Purchaser will not be regarded as a waiver of any of the Seller's rights in terms of this agreement. Acceptance by the Seller of any payment made by the Purchaser after termination of this agreement will not be a waiver of the Seller's rights in terms of this agreement nor regarded as a novation thereof, and the Seller's prior termination of this agreement will remain in full force notwithstanding such acceptance.

14 AMENDMENTS

This agreement comprise the full agreement between the parties on the subject matter and no amendment or cancellation of this agreement, including this provision, will be valid unless it has been reduced to writing and signed by both parties.

15 ADDRESSES

The Purchaser hereby chooses the address stipulated in this agreement as the address for giving notice or serving any summons or for any other purposes in respect of this agreement.The Purchaser may give the Seller written notice of a change in the above address,or send such notice by registered mail, after which the new address will then serve as the Purchaser's address.Any notice sent to the Purchaser at the aforementioned address shall be deemed have been received by the Purchaser within 7(seven) days from date of posting.

16 STATUTES APPLICABLE

No reference to the Usury Act or the Credit Agreements Act, No 75 of 1980 shall raise the inference that the agreement is covered by either of the aforementioned acts, unless the aforementioned acts by its terms are applicable to this agreement.

17 DISCLOSURE OF INFORMATION

17.1 The Seller may –

17.1.1 disclose all information relating to any of the Purchaser's accounts with the Seller to all divisions and entities of and associated with the Seller; and

17.1.2 disclose information about the Purchaser's accounts and the conduct by the Purchaser of its accounts to other banks and credit bureau's when asked for such information.

17.2 The Purchaser acknowledges that the financing has been approved on the basis of information supplied by the Purchaser and that the information is complete and correct and may be verified by the Seller.

I accept the Terms and Conditions and acknowledge that a copy of same has been handed to me

Signature ____________

Contract No: 69307901

ADDENDUM TO Instalment Sale Agreement ENTERED INTO BY AND BETWEEN SELLER AND THE PURCHASER WHEREBY THE SELLER AND THE PURCHASER AGREE AS FOLLOWS:

1. INTERPRETATION

Words and expressions contained in this addendum shall bear the same meaning as ascribed thereto in the agreement signed by the Purchaser ("Main Agreement") and to which Main Agreement this addendum forms an annexure.

2. Instalment Sale Agreement PAYMENTS

The Seller and the Purchaser hereby agree to replace the payment structure as set out in the Main Agreement with the following clause-

"1.2 The Seller and the Purchaser hereby agree that the payments shall be as follows:

From 01/02/2006 with a total of 3 Monthly payments of R3730.07

From 01/05/2006 with a total of 1 Monthly payments of R27473.82

From 01/06/2006 with a total of 56 Monthly payments of R3730.07

3. WHOLE AGREEMENT

This addendum together with the Main Agreement constitute the whole agreement between the parties relating to the subject matter hereof and no amendment, addition, variation or consensual cancellation of this addendum shall be of any force or effect unless reduced to to writing and signed by or on behalf of the parties hereto.

SIGNED at Florida on this 5 day of January 2006.

AS WITNESSES:

1. Karen Riet-Muller

2.

A. SLATER
2684635

For and on behalf of the Seller authorised thereto

SIGNED at Phathadzjaba on this 15 day of December 2005.

AS WITNESSES:

1.

2.

For and on behalf of the Purchaser duly authorised thereto

SCAN FILES TO DEPT/USER

Date Sys.Date 07/12/07 Sys.Time 15:50

Call Operator VTM Call Operator VICTORIA MADISA

Operator Code chm Operator Name CHARLES MUKHARI

Ticking Slip No 1266026

Do.No 201182 : 133640 : 201182 :

Acct.No 61066898

First Name DAELEDOLE

Surname LEEPILE

Address ABSA FORUM BUILDING
C/O NELSON MANDELA & DONALD
MURRAY STREET,BRENTWAG

City
Post.Cde
Home No
Work 051 401 1047
Cell
Fax 086 630 9601
Co Status ,
IN IN IN NR NR NR NR FRMDOC N/A N/A

Code Instructions
C CONTRACT COPY

Comments FAX\POST

11-DEC-2007 14:39 FROM ABSA TO 00866309601 P.02/02

Bankfin

STAMP DUTY PAID
SEELREGTE BETAAL

Afbetalingsverkoopooreenkoms

ABSA Bank Beperk, Reg-no 1986/004794/06 Handeldrywend as Bankfin

BA1

BELASTINGFAKTUUR - 61886298 B.T.W. Reg. Nr. - 4940112230

Tussen	ABSA Bank Beperk (1986/004794/06)	(Hierna die "Verkoper" genoem)
Van	ABSA Forum Gebou, 2de Vloer, h/v Donald Murraystraat, Bloemfontein, 9301	(Straatadres as Sakeadres)
En	MALUTI - A - PHOFUNG MUNICIPALITY	(Hierna die "Koper" genoem)
Van	CNR MOREMOHOL & MOTLOUNG STREET, PHUTHADITJHABA	(Straatadres as Sake of Woonadres)

Die Verkoper verkoop hiermee die Goedere hieronder beskryf ("die Goedere") aan die Koper wie dit koop onderworpe aan die standaard voorwaardes soos hieronder en agterop vermeld.

"13(1) Wanneer 'n kredietooreenkoms ten opsigte waarvan die inisiatief uitgegaan het van 'n kredietgewer of sy bestuurder, agent of werknemer, deur die kredietopnemer onderteken word op 'n ander plek as op 'n besigheidsperseel waar die kredietgewer of sy bestuurder, agent of werknemer gewoonlik besigheid doen, kan die kredietopnemer binne vyf dae na die datum van die kredietooreenkoms dit beëindig by skriftelike kennisgewing aan die kredietgewer oorhandig of per vooruitbetaalde geregistreerde pos aan hom gestuur, en deur teruggawe aan te bied van enige goedere wat ingevolge die kredietooreenkoms aan hom gelewer is."

ABSA Bank Beperk ("die Bank") is gemagtig om:
- alle inligting met betrekking tot enige van die Huurder/Koper se rekenings met die Bank te openbaar aan alle divisies en entiteite in en geassosieer met die ABSA Groep van maatskappye, en
- informasie met betrekking tot die Huurder/Koper se rekening en die bedryf van die rekening deur die Huurder/Koper te openbaar aan ander banke en kredietburos op navraag van sodanige inligting.
- Die Huurder/Koper erken dat die finansiering op sterkte van die inligting deur die Huurder/Koper goedgekeur is en dat die inligting volledig en korrek is en deur die Bank verifieer mag word.

Beskrywing van Goedere:			
Fabrikaat	NISSAN	Model	DIESEL MD8 CHASSIS CAB
Enjin Nr	FE6205507B	Onderstel Nr.	ADDT5300000C0275
Jaar van registrasie	2003	Reeks Nr	

Finansieringskostekoers per jaar onderworpe aan klousule 13 van die Kondisies 15.737 %
Finansieringskostekoers vir die termyn van die transaksie is Gekoppel Huidige Prima k 15.500 %

Koopprys		Heffings by Hoofskuld ingesluit (Spesifiseer)		Aanvanklike Betalings / Boekwaarde		Invorderbare Bedrag	
Koopprys Goedere	R359,333.00	Inkomste Seëls	R100.40	* Waarde van Inruil	R0.00	Totaal A	R409,639.62
Koopprys Ekstras	R0.00	Versekering	R0.00	* Kontant	R0.00	+Totaal B	R100.40
BTW	R50,306.62	KLV	R0.00			Sub Totaal	R409,740.02
		Waarborge	R0.00			-Totaal C	R0.00
						Hoofskuld	R409,740.02
Totaal A	R409,639.62	Totaal B	R100.40	Totaal C	R0.00	Finansierings koste	R180,911.98
						*Dokumentasie Fooi	R3,000.00
						Invorderbare Bedrag	R593,652.00

* BTW insluitend waar aangetoon, asook op alle paaiemente

Ontleding van Ekstras (BTW uitgesluit)			
WITH 5,1 CUBIC METER TIPPING BODY	R0.00	0	R0.00
0	R0.00	0	R0.00
0	R0.00	0	R0.00
0	R0.00	0	R0.00
0	R0.00		

Terugbetaling struktuur

Aanvangsdatum 04/08/2003 Vervaldatum 01/08/2008
Eerste Paaiment (uitgesluit aanvanklike betaling) R9,894.20 betaalbaar op 01/09/2003
Daarna 58 paaiement(e) van R9,894.20 elk op die ooreenstemmende dag van elke daaropvolgende maand
Finale paaiement van R9,894.20 betaalbaar op 01/08/2008

Adres van die perseel waar goedere gewoonlik gehou gaan word CNR MOREMOHOL & MOTLOUNG STREET, PHUTHADITJHABA
Indien van toepassing, naam en adres van die verhuurder/eienaar van die perseel

Geteken te Bloemfontein Hierdie 4 dag van Augustus 2003

Handtekening (Verkoper) Getuie 1 T907176 Getuie 2
NAMENS ABSA Bank Beperk 1986/004794/06

Geteken te Bethlehem Hierdie 4 dag van Augustus 2003

Handtekening (Koper) Getuie 1 Getuie 2
NAMENS MALUTI - A - PHOFUNG MUNICIPALITY

BANKFIN
ABSA Bank Bpk. Reg No 86/04794/06
Handeldrywend as BANKFIN
ABSA Forum Gebou, Tweedevloer
h/v Mandela & Donald Murraystraat, BFN
Tel 051 401 0888 Faks 401 1128/9

4128677 (BNF 073 AX) (PC) ABSA 78570 (01/2002)

TOTAL P.02

SCAN FILES TO DEPT/USER

Date Sys.Date 07/12/07 Sys.Time 15:57

Call Operator VTM Call Operator VICTORIA MADISA

Operator Code cha Operator Name CHARLES MOKHARI

Picking Slip No 1266049

Box.No 138581 : 205851 : 205851 :

Acct.No 63122802

First Name DAELEBOLE

Surname LEEPILE

Address ABSA FORUM BUILDING
C/O NELSON MANDELA & DONALD
MURRAY STREET.BRENTWAG

City
Post.Code
Home No
Work 051 401 1947
Cell
Fax 086 630 9601
Co Status
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Instalment Sale Agreement

ABSA
LEASE AGREEMENT

STAMP DUTY PAID
SEELREGTE BETAAL

BE1

TAX INVOICE 63122802 VAT REG NR.-4940112230
Between ABSA BANK LIMITED REG NO 86/04794/06 (Hereinafter called "Lessor")
of ISLE OF HOUGHTON, BOUNDARY ROAD, WILDSVIEW 2, HOUGHTON (Street address as Business address)
and MALUTI-A-PHOFUNG MUNICIPALITY (Hereinafter called "Lessee")
of CNR MOREMOHOLO & MOTLOUNG STREETS,PHUTHADITJHABA,9870 (Street or Business or Residential address)

Subject to the standard conditions as depicted below and on the back of agreement.
"13(1) When any credit agreement in respect of which the initiative emanated from any credit grantor or his manager,agent or employee ,is signed by any credit receiver at a place other than the business premises where the credit grantor or his manager,agent or employee ordinarily carries on business,the credit receiver may within five days after the date of the credit agreement terminate it by notice in writing delivered or sent by prepaid registered mail to the credit grantor,and by tendering the return of any goods delivered to him in terms of the credit agreement."

Description of Goods :
Make : NISSAN DIESEL Model : UD 80
Engine No: FE62057B0B Chassis No : adt5300000002458 Serial No:
Registration No: Kilometre reading
Year of 1st Registration: 2003

Specified maximum km usage for the period of the transaction: Excess charge per km R
Provisional book value of the goods(BV) R Rate of finance charges per year subject to clause 1.2 of the Conditions: 12.000%
Rate of finance charges for the period of this transaction is (put cross in applicable block) Fixed | | Discretionary | | Linked |X|
Current Prime Rate 11.500%

Purchase price			Levies included in Principal Debt (Specify)			Initial Payment/Book Value			Recoverable Amount		
Cost Price of Goods	R	506,617.00	Stamp Duties	R	100.00	Value of Trade-ins	R		Total A	R	583,543.38
									+ Total B	R	100.00
Cost Price of Extras	R	6000.00	* Insurance	R	0.00	Cash	R	0.00	Sub-Total	R	583,643.38
									- Total C	R	0.00
VAT	R	70,926.38	* Guarantees	R	0.00	Present Value of the Book Value	R		Principal Debt	R	583,643.38
Total A	R	583,543.38	Total B	R	100.00	Total C	R	0.00	Finance Charges	R	194,053.22
									Documentation Fee	R	0.00
									Recoverable Amount	R	777,696.60

* VAT inclusive

Breakdown of extras (VAT exclusive)

DOCUMENTATION FEES	R	6000.00		R
	R			R
	R			R
	R			R
	R			R
	R			R
	R			

REPAYMENT STRUCTURE

Commencement Date : 08/01/2004 Termination Date : 01/01/2009
First instalment (excluding initial payment) R12,961.61 due on 01/02/2004
Thereafter 58 instalment(s) of R12,961.61 ;
on the same day of each successive month
Final instalment of R12,961.61 due on 01/01/2009

Address of the premises where the goods will normally be kept: CNR MOREMOHOLO & MOTLOUNG STREETS,PHUTHADITJHABA,9870
Where applicable, the name and adress of the lessor/owner of the mentioned property

Signed at Houghton this 15 day of January 2004

Signature: Lessor

Witness name	Witness signature	Witness name	Witness signature
W Scott Brown			

Signed at Phuthaditjhaba this 6 day of January 2004

Signature: Lessee

Witness name	Witness signature	Witness name	Witness signature
W Roets			

Registration Number (Lessee) 0

SCAN FILES TO DEPT/USER

Date	Sys.Date 07/12/07 Sys.Time 16:02	
Call Operator VTM	Call Operator VICTORIA MADISA	
Operator Code chm	Operator Name CHARLES MUKHARI	
Picking Slip No	1266061	
Box.No	219886 : 210919 : 210919 :	
Acct.No	62689906	
First Name	GAELEBOLE	
Surname	LEEPILE	
Address	ABSA FORUM BUILDING C\O NELSON MANDELA & DONALD MURRAY STREET.BRENTWAG	
City		
Post.Cde		
Home No		
Work	051 401 1047	
Cell		
Fax	086 630 9601	
Co Status	IN IN IN NR NR NR NR	FRMDOC N/A N/A

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Lease Agreement

Ford Credit

FFS Finance South Africa (PTY) Limited
Reg No 1986/002238/07 Trading as Ford Credit

Stamp Duty Paid
Seëlreg Betaal

VAT No: 4340117292
Contract No: 62689906

Between	: DRIES MOTORS (EDMS) BPK	
Of	: 4 WARDEN STREET, HARRISMITH, 9880	(Hereinafter called the 'Lessor') (Business address)
And	: MALUTI A PHUFONG MUNICIPALITY	(Hereinafter called the 'Hirer')
Of	: CNR MOREMOHOLO AND MOTLUNG, PHUTHADITJHABA, 9866	(Street address of Business or Residential address)

The Lessor rents the goods ("the Goods") described below to the Lessee who hires the Goods for the rental payments mentioned below, upon the terms and subject to the conditions set out below and handed to yourself. The Lessee acknowledges that the Lessee has read this agreement, understands it and that it is drawn up in the official language of the Lessee's choice.

The Lessee's attention is drawn to Section 13(1) of the Credit Agreements Act, No. 75 of 1980, which provides that:

"When any credit agreement in respect of which the initiative emanated from any credit grantor or his manager, agent or employee, is signed by any credit receiver at a place other than the business premises where the credit grantor or his manager, agent or employee ordinarily carries on business, the credit receiver may within five days after the date of the credit agreement terminate it by notice in writing delivered or sent by prepaid registered mail to the credit grantor, and by tendering the return of any goods delivered to him in terms of the credit agreement."

Description of goods :					
Make :	FORD	Model :	RANGER 1800 BWB	Year of first Registration :	2003
Engine No. :	F6300269	Chassis No. :	AR603533	Serial No. :	
Registration No. :	NEW	Kilometre reading :			

Book value of goods (BV) *R as at expiry date.
Rate of finance charges per year 12.270% linked at a rate 0.270% above the prime rate.

Purchase Price		Levies included in principal debt (specify)		Initial Payment		Recoverable Amount	
Cost price of goods	R 78000.00	Stamp duties	R 60.00	*Trade-in value	R	Total A	*R 98135.30
Cost price of Extras	R 8145.00	*Insurance	R	*Cash	R	+Total B	*R 60.00
VAT	R 11990.30	CLI	R			Sub Total	R 98195.30
		*Guarantees	R	*Present value of the book value	R	-Total C	*R 0.00
Total A	R 98135.30	Total B	R 60.00	Total C	R 0.00	Principal debt	R 98195.30
						Finance charges	R 32343.51
						*Documentation fees	R 799.99
						Recoverable amount	R 131338.80

Breakdown of extras (VAT exclusive)

GEARLOCK	R 595.00	LICENCE & REG	R 500.00
RUBBERISE	R 1750.00	CANOPY	R 5300.00
	R		R
	R		R
	R		R

Payment structure of rental payments

Commencement date 13/11/2003	Expiry date 01/11/2008
First rental payment (excluding initial payment)	*R 2188.98 due on 01/12/2003
Thereafter 58 rental payments of	*R 2188.98 each payable on the same day of each successive month.
Final payment	*R 2188.98 due on 01/11/2008

Debit order authorisation
The Lessee hereby authorises the Lessor or its order as assigns to debit the Lessee's cheque account:
Account no 62026152221 Clearing no 231733
at (Bank) FIRST NATIONAL (Branch) PHUTHADITJHABA
from time to time in payment of monies due to the Lessor in respect of this Lease Agreement without obtaining further authority from the Lessee.

Lessee

*VAT inclusive where applicable as well as on all rental payments

Address of premises where goods will normally be kept: CNR MOREMOHOLO AND MOTLUNG, PHUTHADITJHABA
Where applicable, the name and address of the landlord of the premises mentioned above:

Signed at HARRISMITH on 13 NOVEMBER 2003

Signature (Lessor) Witness 1 Witness 2

Signed at PHUTHADITJHABA on 13 NOVEMBER 2003

Signature (Lessee) Witness 1 Witness 2
PMB MALUTI A PHUFONG MUNICIPALITY
ID number (Lessee)

Signed at ______ on ______

Signature (**Spouse/***Guardian) Witness 1 Witness 2

** The Spouse of the Lessee must countersign this document in the presence of two witnesses if the Lessee is married in community of property unless this agreement is entered into by the Lessee in the ordinary course of the Lessee's business or profession.
*** The Guardian of the Lessee must countersign this document if the Lessee is a minor.

Terms and Conditions: Lease Agreement/Rental/Rent-2-Buy

1. PAYMENT

1.1 All payments under this agreement must be paid by the Lessee on or before the due date, without any deductions, at the business address of the Lessor or at such other address as the Lessor may indicate in writing.

**1.2 The Lessor and Lessee hereby agree that the finance charges of this transaction will be calculated as agreed upon but subject to the following:

1.2.1 should the parties have agreed upon a fixed finance charge rate, the rate of finance charges will remain the same during the period of this transaction.

1.2.2 should the agreement indicate a linked rate, the Lessor and Lessee hereby agree that the rate of finance charges will be increased/decreased by the same percentage point as the increase/decrease of the prime overdraft rate charged by Absa Bank Limited from time to time on overdraft cheque facilities granted to its best unsecured corporate clients ("the prime rate"), which increase/decrease is to coincide with the increase/decrease of the prime rate.

1.2.3 should the finance charge rate be increased/decreased as envisaged in 1.2.2 above, the Lessor may recalculate each outstanding rental payment and will inform the Lessee accordingly.

**1.3 If the Lessee fails to pay any amount which is owing to the Lessor in connection with this transaction on the date on which such amount is payable, or if the Lessee and Lessor agree to defer the payment of an amount which is owing by the Lessee, the Lessor will be entitled to recover an additional amount in finance charges which shall be calculated on the basis of the total amount which is payable but unpaid, the finance charge rate per annum then applicable to this transaction and, as the case may be, the period during which the default continues or the period for which payment is deferred as aforesaid which finance charges will be calculated and compounded on payment dates.

*1.4 The Lessor and the Lessee expressly agree that the rental payable under this agreement is calculated after taking the cost to the Lessor of its purchase of the Goods from the supplier into account. Consequently, in the event that the prime rate charged by Absa Bank Limited from time to time on overdraft cheque facilities granted to this best unsecured corporate clients ("the prime rate") varies, the rental payable under this agreement shall vary accordingly.

*1.5 If the Lessee fails to pay any rental, any damages or any other amount payable under this agreement on the due date thereof, a penalty shall be levied on any such arrear amounts at a compound rate of 2.5% (two comma five percent) per month from the date on which payment is due until the date of payment, both days inclusive, without prejudice to any other rights which the Lessor may have arising from such default.

2. THE GOODS

The Lessee will:

2.1 keep the Goods in the Lessee's possession, maintain them in good working condition at the Lessee's own cost, not make the Goods available for use by another person or body, not allow any unqualified or unlicensed driver/operator to use the Goods and not remove the Goods from the Republic of South Africa without the prior written consent of the Lessor;

2.2 normally keep the Goods on the premises mentioned in this Agreement and must notify the Lessor by registered post of the name and address of the landlord of any new/intended premises before allowing the Goods to be kept at such premises;

2.3 not use the Goods in any illegal manner or for any illegal purpose or in a manner which may render any claim invalid under an insurance policy in respect thereof;

2.4 keep the Goods free from claims by third parties and from attachment and may not alienate or transfer or encumber them either in part or as a whole, or allow any lien to arise in respect thereof;

2.5 allow the Lessor or the Lessor's agent reasonable opportunity to inspect the Goods;

2.6 where applicable, at the Lessee's cost register and license the Goods and obtain all the necessary certificates, approvals or exemptions prescribed by the authorities in respect of the Goods or the use thereof for whatever purpose;

2.7 not modify the Goods without the prior written consent of the Lessor and any addition or renovation to or replacement of the Goods and all fittings thereof will be deemed to become part of the Goods, without any right to compensation.

13/11/2007

3. DELIVERY AND ACCEPTANCE

The Lessee acknowledges that:

3.1 the Goods have been purchased by the Lessor from the Supplier at the Lessee's request and only for the purpose of renting the Goods to the Lessee in terms of this agreement.

3.2 the Lessor makes no representations or warranties, whether express or implied to the Lessee as to the Goods or their fitness for any purpose whatsoever except for the common law warranties.

4. OWNERSHIP

4.1 The Lessee acknowledges that ownership of the Goods will remain vested at all times in the Lessor or his successor in title and that the Lessee, or any person on his behalf, will at no stage during or after this agreement acquire ownership of the goods by reason of mere possession of the Goods or in terms of this agreement, subject to the Lessee's rights (if any) in terms of Section 6K of the Usury Act 73 of 1968, as amended ("the Usury Act").

4.2 The Lessee must return the Goods in their original condition, fair wear and tear excepted to the Lessor on termination or cancellation of this agreement for whatever reason.

5. CESSION AND DELEGATION

5.1 The Lessor has the right to cede and transfer to any person any of its rights under this agreement, including ownership of the Goods and in any such event the Lessee agrees to hire the Goods from the cessionary from the date of cession and make all payments due in terms of this agreement to the cessionary, after receipt of notice of cession. In the event of such cession, any reference to the Lessor shall be deemed to be a reference to the cessionary.

5.2 The Lessee does not have the right to cede or delegate the Lessee's rights or obligations under this agreement without the Lessor's prior written consent.

6. RISK

**6.1 The full risk of loss of or damage to the Goods, whether attributable to irresistible force, inevitable accident or any other cause will pass to the Lessee on signature by the Lessee of this agreement. The Lessor will not be liable to the Lessee for any loss or damage caused by any defect in the Goods or arising from the use of the Goods.

*6.2 Where a book value has been determined in respect of the Goods, the Lessor will accept the risk at termination of the rental Agreement of depreciation of the Goods below the agreed book value provided that the Goods are in a good working order free from damage or blemishes, fair wear and tear excepted, subject however to the provisions of the clause 9 hereof.

7. INSURANCE

7.1 The Lessee shall comprehensively insure the Goods and keep the Goods insured for the duration of this agreement at the Lessee's own cost and before accepting delivery thereof for not less than the amount of the principal debt or their reasonable replacement value, as determined by the Lessor in its own discretion, whichever is the greater amount.

7.2 The insurance policy or policies are hereby ceded to the Lessor as security for any amount owing by the Lessee to the Lessor in connection with this transaction.

7.3 The Lessee must notify the Lessor immediately in writing of any loss of or damage to the Goods and accepts responsibility for such loss or damage, and will repair the Goods or have them repaired at the Lessee's own cost and will make use only of new materials or parts and of qualified workmanship.

7.4 If the Lessee fails to comply with the Lessee's obligations in terms of clause 7.1, the Lessor will be entitled to insure the Goods and/or pay the premiums on behalf of the Lessee and will be entitled to either recover the costs incurred in doing so directly from the Lessee, or to add such costs to the Lessee's account and to recover same in instalments over the remaining period of the agreement.

8. EXPIRY AND EARLY REDEMPTION

The Lessee will not be entitled to terminate this agreement whether wholly or in part prior to the expiry date thereof as set out in this agreement, unless the Lessor agrees to early termination and then only on the terms and subject to the conditions determined by the Lessor.

9. MAINTENANCE AND REPAIRS

9.1 The Lessee and Lessor hereby agree that the Lessor may recover from the Lessee any reasonable costs incurred by the Lessor in connection with the repair or maintenance of the Goods, either during the term of this agreement or thereafter to reinstate it to its original condition, fair wear and tear excepted, which cost shall be payable on demand.

9.2 The provisional book value (if any) of the Goods as reflected in this agreement is based on the assumption that the Goods will be in good order and condition on termination hereof and not be used for longer than the term of this agreement. Should any of the assumptions be incorrect on termination of this agreement for whatever reason, the provisional book value will be reduced by either the costs to be paid by the Lessee in terms of clause 9.1 as determined by the Lessor. Apart from the above, the provisional book value will become the book value of the Goods on termination of this agreement.

*9.3 If the Lessee exceeds the maximum kilometers, the Lessee must reimburse the Lessor for such excess kilometers at the excess charge rate per kilometer. Such charge will be used to reduce the provisional book value as provided for in this agreement. The Lessee will also not be entitled to any rebate or reduction of payments, book value or other benefit by reason of his inability or neglect to make use of the Goods for whatever reason.

10. PAYMENTS BY THE LESSOR

10.1 The Lessee hereby authorises the Lessor to pay the following from time to time and to add such amounts to the Lessee's account:

10.1.1 the cost in respect of the preparation, execution and registration of a bond(s) over movable or immovable property mortgaged or hypothecated to the Lessor as security.

10.1.2 premiums payable to an insurer in respect of a life assurance policy or policies ceded to the Lessor as security in connection with this transaction, and/or in respect of an insurance policy or policies in terms of which the Goods and/or any other property serving as security in respect of this transaction is insured against loss or damage, loss of income or any other loss or damage against which the Goods are ordinarily insured.

10.1.3 taxes, other fiscal charges and license fees payable in connection with this transaction.

10.2 Any legal costs incurred by the Lessor whether in contemplation or anticipation or pursuant to the institution of any application, action or other legal proceeding against the Lessee, shall be borne by the Lessee on an attorney and own client scale if the Lessor is awarded costs of any such application, action or legal proceeding or if the Lessee tenders to pay the Lessor's costs.

11. BREACH

11.1 The Lessee will be in breach of this agreement if the Lessee:

11.1.1 fails to make any payment in terms of this agreement;

11.1.2 fails to comply with any other provision of this agreement;

11.1.3 fails to satisfy any judgement for the payment of money obtained against him within 7 (seven) days of such judgement or fails to lodge an appeal within the prescribed period; or

11.1.4 provides false information, or fails to reveal negative information, in the application preceding this agreement.

**11.2 In the event of 11.1.1 the Lessor may immediately increase the finance charge rate to the maximum rate prescribed in the terms of the Usury Act from time to time.

11.3 In the event of any breach of this agreement, including 11.1.1, if the Lessor elects not to act in accordance with 11.2, the Lessor may, in addition to any other remedies that it may have in terms of this agreement or at law:

11.3.1 terminate this agreement; and/or

11.3.2 claim, at the Lessee's cost, return and possession of the Goods, together with all licensing documents, registration certificates and any other relevant documents in respect of the Goods, at any Lessor's address or at such other address as the Lessor may have notified the Lessee of in writing; and/or

11.3.3 claim damages (which may include immediate payment of all arrear payments plus finance charges thereon).

12. CERTIFICATE

A certificate signed by a manager of the Lessor (no proof of this appointment or position is necessary) setting out any amount owing by the Lessee to the Lessor in terms of this agreement will be sufficient evidence of the particulars included therein for purposes of judgement, including provisional sentence or summary judgement and the burden of proof rests on the Lessee to prove otherwise.

13. JURISDICTION

The Lessee hereby consents in terms of Section 45 of the Magistrates Court Act 32 of 1944, that any legal proceedings arising from this agreement may be instituted in the magistrate's court of any district with jurisdiction in terms of Section 28(1) of the said Act.

14. CONCESSIONS

Any extension of time, relaxation, indulgence or condonation extended by the Lessor to the Lessee will not be regarded as a waiver of any of the Lessor's rights in terms of this agreement. Acceptance by the Lessor of any payment made by the Lessee after termination of this agreement will not be a waiver of the Lessor's rights in terms of this agreement nor regarded as a novation thereof, and the Lessor's prior termination of this agreement will remain in full force notwithstanding such acceptance.

15. AMENDMENTS

This agreement comprise the full agreement between the parties on the subject matter and no amendment or cancellation of this agreement, including this provision, will be valid unless it has been reduced to writing and signed by both parties.

16. ADDRESSES

The Lessee hereby chooses the address stipulated in this agreement as the address for giving notice or serving any summons or for any other purposes in respect of this agreement. The Lessee may give the Lessor written notice of a change in the above address, or send such notice by registered mail, after which the new address will then serve as the Lessee's address.

17. STATUTES APPLICABLE

No reference to the Usury Act or the Credit Agreements Act No 75 of 1980 shall raise the inference that the agreement is covered by either of the aforementioned acts, unless the aforementioned acts by its terms are applicable to this agreement.

18. DISCLOSURE OF INFORMATON

18.1 The Lessor may -

18.1.1 disclose all information relating to any of the Lessee's accounts with the Lessor to all divisions and entities of and associated with the Lessor, and

18.1.2 disclose information about the Lessee's accounts and the conduct by the Lessee of its accounts to other banks and credit bureaus when asked for such information.

18.2 The Lessee acknowledges that the financing has been approved on the basis of information supplied by the Lessee and that the information is complete and correct and may be verified by the Lessor.

* *Only applicable if the agreement is a rental agreement.*
** *Only applicable if the agreement is a lease or Rent-2-buy agreement.*