

TENDER

THE GUEST HOUSE,

AS A GOING CONCERN:

ERF 993, PONGOLA

SITUATED IN THE MUNICIPAL DISTRICT OF PONGOLA

REGISTRATION DIVISION HU, KWAZULU-NATAL

IN EXTENT OF 4179 (FOUR ONE SEVEN NINE) M²

The Property is situated in a prime area of Pongola, close to the N2 Highway leaving from Johannesburg to Durban, with consent to be used as a Guesthouse.

Tender documents are available at

WEICH & KRIEL INCORPORATED, 182 PIET RETIEF STREET, PONGOLA.

TENDER CLOSES: 30 OCTOBER 2015

TENDERS MUST BE SUBMITTED AT 182 PIET RETIEF STREET, PONGOLA

TENDERS WILL BE OPENED, UNLESS EXTENDED ON 31 OCTOBER 2015

THE PROPERTY MAY ONLY BE VIEWED BY APPOINTMENT

Terms and Conditions

A repayable registration fee of R 2,000.00 is payable to Weich & Kriel Incorporated. Any prospective purchaser must submit its FICA documents, together with a copy of the Identity Document of the person submitting the tender, as well as proof of physical address must be submitted together with the tender. The effect of the Consumer Protection Act, Act 68 of 2008, and Regulations thereto is

available at: <http://www.info.gov.za/view/DownloadFileAction?id=145414>

Full particulars of the tender processes is available at: <http://www.weichkriel.co.za>

Stephan Weich – 082 804 6055

Weich & Kriel Incorporated

182 Piet Retief Street, Pongola, 3170

Tel: 034 413 2601 / Fax: 034 413 2603

E-mail: stephan@weichkriel.co.za

CONTENTS

1. TENDER PROCESS
2. DESCRIPTION OF IMMOVEABLE PROPERTY
3. TITLE DEED
4. BUILDING PLANS
5. SUPPORTING DOCUMENTATION
 - 5.1 Special Consent
 - 5.2 Zoning certificate.
 - 5.3 First Certificate of occupancy
 - 5.4 Second certificate of occupancy.
 - 5.5 Licence to conduct business.
6. SURVEYOR GENERAL'S MAP & AERIAL PHOTOGRAPH
7. LIST OF MOVEABLE ASSETS
8. TENDER AND CONDITIONS OF SALE.
9. DRAFT AGREEMENT OF SALE.

▪ **DISCLAIMER:**

Whilst all reasonable steps have been taken to ensure the correctness of the information contained herein, neither WEICH & KRIEL INCORPORATED, nor the Sellers, guarantee the correctness thereof, and consequently these parties will not be held liable for any direct or indirect loss of whatever nature that any person may suffer as a result of any errors or omissions in the information disclosed, regardless of whether such error or submission is attributable to the said WEICH & KRIEL INCORPORATED or the Sellers.

TENDER PROCESS

1. Pay **R 2,000.00** repayable registration fee per tender submitted to **WEICH & KRIEL INCORPORATED**.
2. Obtain Tender Conditions, and complete same where applicable with witnesses on each page, and deliver to **182 PIET RETIEF STREET, PONGOLA**, in a sealed envelope marked **TENDER, ERF 993, PONGOLA**, before **WEDNESDAY 30 OCTOBER 2015** at **12H00**.
3. Simultaneously with the submission of the Tender document, also submit all FICA documents with copies of Identity Document and proof of physical address, together with Powers of Attorney and/or Resolutions.
4. All Tender documents must be completed in full as indicated, and must be signed, alternatively initialled, on each and every page.
5. No tender documents are available for the rent of the property.
6. If the proposed Purchaser is a Trust, then the Tender must be accompanied by a Resolution that authorises the signatory on behalf of such Trust to sign the Tender documents and the Offer enclosed herein.
7. If the Tender is not accepted, then the deposit of R 2,000.00 will be repayable. If the Tender is accepted, then the R 2,000.00 will be held as a part-deposit of the purchase price.
8. The Seller is not obliged to accept the highest offer, or any offer, and may in its sole discretion elect to extend the deadline for delivery of tender documents.

DESCRIPTION OF IMMOVEABLE PROPERTY

**ERF 993, PONGOLA
SITUATED IN THE MUNICIPAL DISTRICT OF PONGOLA
REGISTRATION DIVISION HU, KWAZULU-NATAL
IN EXTENT OF 4179 (FOUR ONE SEVEN NINE) M²**

The Guesthouse is a well established business in Pongola, with a dedicated team of staff, a strong base of regular customers, an effective presence on the internet, and with opportunities for future expansion to accommodate a growing demand in the greater area.

The immoveable property consists of:

1. 12 En suite bedrooms, 6 of which have their own private patios;
2. A one bedroom management flatlet, en suite, with a private lounge and garden;
3. Special consent for 10 rooms to be used for Bed & Breakfast purposes.
4. Under cover parking for two cars and open parking for at least 12 vehicles;
5. Main dining area;
6. Office area, leased to a third party.
7. Lounge area;
8. Entertainment patio;
9. Reception area;
10. Convention or private function room;
11. Well stocked kitchen;
12. Large laundry;
13. Three outside braai areas;
14. Large swimming pool;
15. Landscaped garden;
16. Children's play area;
17. 1 bedroom ensuite staff quarters;
18. Armed response and alarm system.

The buildings are in excess of 1000m².

The property is situated in a quite area of Pongola, close to the N2.

The monthly rates are R2004.02.

Certificate of Consolidated Title

FEE	
Stamp Duty	R160,00
Reg.	
Serv.	
Att. Bond	

Prepared by me

Janse van Rensburg

CONVEYANCER
JANSE VAN RENSBURG P

FOR FURTHER ENDORSEMENTS SEE
VIR VERDERE ENDOSSEMENTE SIEN. PAGE 8

2012-01-26

T 001666/2012

CERTIFICATE OF CONSOLIDATED TITLE

(Issued under the provisions of section 40 of the Deeds Registries Act,
1937 (No. 47 of 1937))

Whereas,

1. **ROGER JOHN BLEVIN**
Identity number 650129 5060 082
Married out of Community of Property
2. **MELANIE KIM BLEVIN**
Identity number 6402120195088
Married out of Community of Property

, have applied for the issue to them of a Certificate of Consolidated Title under the

[Signature]

2

provisions of section 40 of the Deeds Registries Act, 1937; and

Whereas they are the registered owners of:

1. **Erf 123 Pongola,**
Registration Division HU, Province of KwaZulu-Natal;
Held by us under Deed of Transfer No. T 55303/2004
2. **Portion 1 of Erf 124 Pongola,**
Registration Division HU, Province of KwaZulu-Natal;
Held by me under Deed of Transfer No. T 51511/2008

Which have been consolidated into the land hereinafter described;

Now, therefore, in pursuance of the provisions of the said Act, I, the Registrar of Deeds at Pietermaritzburg do hereby certify that the said

1. **ROGER JOHN BLEVIN**
Identity number 650129 5060 082
Married out of Community of Property
2. **MELANIE KIM BLEVIN**
Identity number 6402120195088
Married out of Community of Property

,their Heirs, Executors, administrators, or assigns, are the registered owners of

Erf 993 Pongola,
Registration Division HU, Province KwaZulu-Natal;
In Extent: 4179 Square Meters

as will appear from Diagram SG No. 1080/2011



This property is held

As to the Whole

1. Subject to the following conditions:

A. Hierdie transport geskied onderhewig aan die volgende verdere voorwaardes soos geskep in Transportakte Nr. T 11568/1994 en T20608/1998, naamlik:

- (a) Die applicant en enige ander persoon of liggaam van persone wat skriftelik deur die Administrateur daartoe gamagtig is, het, met die doel om te sorg dat hierdie voorwaardes en enige ander voorwaardes genoem in Artikel ses-en-vyftig bis van Ordonnansie Nr. 11 van 1931, nagekom word, die reg en bevoegdheid om op alle redelike tye die erf te betree ten einde sodanige inspeksie te doen of ondersoek in te stel as wat gedoen of ingestel moet word vir die bovermelde doel.
- (b) Die erf mag nie onderverdeel word nie, behalwe onder buitengewone omstandighede, en dan slegs met die skriftelike toestemming van die Administrateur (of 'n liggaam of persoon wat hy vir die doel aanwys) wat ook sodanige verdere voorwaardes as wat hy nodig ag, kan voorskryf.
- (c) Planne en spesifikasie van alle geboue en van alle veranderings of aanbousels daaraan moet ingedien word by die plaaslike bestuur wie se skriftelike goedkeuring verkry moet word voordat met die bouwerkzaamhede 'n aanvang gemaak word. Alle geboue of veranderings of aanbousels daaraan moet binne 'n redelike tydperk na die aanvang daarvan voltooi word.
- (d) Die opstand van alle geboue moet voldoen aan die vereistes van goeie argitektuur sodat dit nie die bevestigheid van die omgewing benadeel nie.
- (e) Nog die eienaar, nog enigiemand anders besit die reg om, behalwe om



die erf vir boudoeleindes ingereedheid te bring, enige material daarop uit te grawe sonder die skriftelike toestemming van die plaaslike bestuur.

- (f) Geen dier, soos omskryf in die skutregulasies van Plaaslike Bestuur, opgestel ingevolge die Ordonnansie op Plaaslike Bestuur Nr. 17 van 1939, mag op die erf aangehou word nie.
- (g) Geen gebou van hout en/of sink of geboue van rou grondstene mag op die erf opgerig word nie.
- (h) Waar dit volgens die mening van die plaaslike bestuur ondoenlik is om neerslagwater van erwe met 'n hoër ligging regstreeks na 'n publieke straat toe af te voer, is die eienaar van die erf verplig om te aanvaar dat sodanige neerslagwater jop sy erf vloei en/of toe te laat dat dit daaroor loop; met dien verstande dat die eienaar van erwe met 'n hoër ligging vanwaar die neerslagwater oor 'n erf met 'n laer ligging loop, aanspreeklik is om 'n eweredige aandeel van die koste te betaal van enige pyplyn of afleivoer wat die eienaar van sodanige erf met 'n laer ligging nodig mag vind om aan te lê of te bou om die water wat Aldus oor die erf loop, af te voer, en voorts met dien verstande dat, in die geval van 'n geskil tussen die partye in verband met die aard of ligging van die pyplyn of afleivoer of die toewysing van die koste daarvan, die saak verwys moet word na die Administrateur, of 'n persoon deur hom aangewys, by wie die eindbeslissing berus.
- (i) Die erf is onderworpe aan 'n servituut vir riolerings- en ander munisipale doeleindes, ten gunste van die plaaslike bestuur, 1,89 meter breed, langs enigeen van sy grense, uitgesonderd 'n straatgrens.
- (j) Geen gebou of ander bouwerk mag binne die voorgenoemde servituutomvang opgerig word nie en geen grootwortelbome mag binne die omvang van sodanige servituut of binne 'n afstand van 1,89 meter daarvan geplant word nie.



(k) Die plaaslike bestuur is geregtig om enige material wat deur hom uitgegrawe word tydens die aanleg, onderhoud en verwydering van sodanige rioolhoofpypleidings en ander werke wat hy volgens goeiddunke noodsaaklike beskou, tydelik te plaas op die grond wat aan die voornoemde serwituut grens; en voorts is die plaaslike bestuur geregtig tot redelike toegang tot genoemde grond vir die voornoemde doel; met dien verstande dat die plaaslike bestuur enige skade verged wat gedurende die aanleg, onderhoud en verwydering van sodanige rioolhoofpypleidings en ander werke veroorsaak word.

(l) In voormelde voorwaardes het onderstaande die betekenis wat aan hulle geheg word:

(i) "Applikant" beteken Die Regering van die Republiek van Suid-Afrika en sy opvolgers in title tot die dorp.

(ii) "Woonhuis" beteken 'n huis wat ontwerp is vir gebruik as 'n woning deur een gesin.

C. Hierdie transport geskied onderhewig aan die volgende verdere voorwaardes, soos geskep in Transportakte Nr. T 11568/1994 en T 20608/1998, naamlik:

(a) Die erf mag slegs gebruik word om daarop 'n woonhuis op te rig; met dien verstande dat, met die toestemming van die Administrateur, na raadpleging met die Raad, en die plaaslike bestuur, 'n plek van openbare godsdiensoefeninge of 'n plek van onderrig, 'n gemeenskapsaal, 'n inrigtig of ander geboue wat in 'n woongebied tuis behoort op die erf opgerig kan word; voorts met dien verstande dat wanneer die dorp binne die gebied van 'n goedgekeurde dorpsaanlegskema opgeneem word, die plaaslike bestuur ander geboue waarvoor in die skema voorsiening gemaak word, kan toelaat, behoudens die voorwaardes van die skema waarvolgens die




toestemming van die plaaslike bestuur vereis word.

- (b) Nog die eienaar, nog enigiemand anders besit die reg om vir enige doel hoegenaamd bakstene, teëls of erdepype of ander artikel van 'n soortgelyke aard op die erf te vervaardig of te laat vervaardig.
- (c) Nie meer as een woonhuis met sodanige buitegeboue as wat gewoonlik vir gebruik in verband daarmee nodig is mag op die erf opgerig word nie, behalwe onder buitengewone omstandighede en dan slegs met die skriftelike toestemming van die Administrateur (of liggaam of persoon wat hy vir die doel aanwys) wat ook sodanige verdere voorwaardes as wat hy nodig ag, kan voorskryf.
 - (i) Die waarde van die woonhuis, sonder buitegeboue wat op die erf opgerig word moet minstens R3 000,00 wees.
 - (ii) Die hoofgebou, wat 'n voltooide gebou moet wees en nie een wat gedeeltelik opgerig is en eers later voltooi sal word nie, moet gelyktydig met, of voor, die buitegeboue opgerig word.
- (d) Die gebou op die erf moet te alle tye doeltreffend beskut wees teen muskiete en moet tot bevrediging van die plaaslike bestuur muskietvry behou word.
- (e) Geboue, met inbegrip van buitegeboue, wat hierna op die erf opgerig word, moet minstens 7, 62 meter van die straatgrens daarvan geleë wees.
- (f) Indien die erf omhein of op 'n ander wyse toegemaak word, moet die heining of ander omheiningsmateriaal opgerig en onderhoud word tot voldoening van die plaaslike bestuur.



And that by virtue of these presents the said **ROGER JOHN BLEVIN**, Identity number 650129 5060 082, and **MELANIE KIM BLEVIN**, Identity number 6402120195088, their Heirs, Executors, administrators, or assigns, now is and henceforth shall be entitled thereto, conformably to local custom, the State, however, reserving its rights.

In witness whereof I, the said Registrar, have subscribed to these presents, and have caused the seal of office to be affixed thereto.

Thus done and executed at the Office of the _____ at _____
_____ on this _____ day of _____ in the _____
year of Our Lord, Two thousand and ~~Eleven~~ **Twelve** 

2012-01-26


Registrar of Deeds



SUPPORTING DOCUMENTATION



uPHONGOLO
MUNISIPALITEIT / MUNICIPALITY

Rig Korrespondensie aan:
DIE MUNISIPALE BESTUURDER

Address Correspondence to:
THE MUNICIPAL MANAGER

MUNISIPALE KANTOOR
MUNICIPAL OFFICE

Martinstraat/Street 61

Posbus/P.O. Box 191
Pongola 3170

Tel. (034) 4131223
Faks/Fax: (034) 4131706

e-mail:
pongolatlc@pga.dorea.co.za

Your Ref.

U Verw: _____

Our Ref

Ons Verw: _____

E-Plan Town and Regional Planners
P.O. Box 1263
Vryheid
3100

03 August 2010

**SPECIAL CONSENT APPLICATION: PORTION 1 OF ERF 124 AND ERF 123
PONGOLA**

I can inform you that during an EXCO meeting held on 28 July 2010 the following was resolved in terms of resolution EC/163/2010:

1) Application for Special Consent to develop a Guest House on Portion 1 of Erf 124 and Erf 123 Pongola is approved subject to:

- a) Development is to consist of a guesthouse with 10 double rooms.
- b) One onsite parking space must be provided for each room
- c) All facilities and meals shall be for the sole use of registered overnight guests
- d) Firefighting equipment shall be provided on the premises
- e) The properties to be consolidated or notarialy tied
- f) The Municipality can at any time determine additional conditions for the special consent should it be deemed necessary
- g) If any upgrade of services is required such to be borne by the applicant.

Yours sincerely

MRS M F F JARDIM
MUNICIPAL MANAGER



uPHONGOLO
MUNISIPALITEIT / MUNICIPALITY

Rig Korrespondensie aan:
DIE MUNISIPALE BESTUURDER

Address Correspondence to:
THE MUNICIPAL MANAGER

MUNISIPALE KANTOOR
MUNICIPAL OFFICE

Martinstraat/Street 61

Posbus/P.O. Box 191
Pongola 3170

Tel. (034) 4131223
Faks/Fax: (034) 4131706

e-mail:
pongolatic@pga.dorea.co.za

Your Ref.
U Verw: _____

Our Ref
Ons Verw: _____

ZONING CERTIFICATE

TO WHOM IT MAY CONCERN

SUBJECT: ZONING CERTIFICATE FOR ERF 123 AND PORTION 1 OF ERF 124

The zoning of Erf 123 and portion 1 of Erf 124, Pongola is Residential 1 according to the Pongola Town Planning Scheme, 1988 and subject to the following:

1. **Residential 1:** the erf may be used for the following purposes: Dwelling House
2. **Coverage:** The maximum allowable coverage of the property depends on the use and the following are applicable:
 - Dwelling houses: 50%
3. **Floor Area Ratio:** 2.1
4. **Height:** Three Storeys
5. **Building Lines:** On the street boundary: 5m
On one of the side boundaries 2m
6. An application for Special Consent was approved on the properties subject to the following conditions:
 - a) Development is to consist of a guesthouse with 10 double rooms.
 - b) One onsite parking space must be provided for each room
 - c) All facilities and meals shall be for the sole use of registered overnight guests
 - d) Firefighting equipment shall be provided on the premises
 - e) The properties to be consolidated or notarialy tied
 - f) The Municipality can at any time determine additional conditions for the special consent should it be deemed necessary
 - g) If any upgrade of services is required such to be borne by the applicant.


MRS. F JARDIN
MUNICIPAL MANAGER



uPHONGOLO
MUNISIPALITEIT / MUNICIPALITY

Rig Korrespondensie aan:
DIE AGBARE BURGEMEESTER

Address Correspondence to:
THE HONOURABLE MAYOR

MUNISIPALE KANTOOR
MUNICIPAL OFFICE

Martinstraat/Street 61

Posbus/P.O. Box 191
Pongola 3170

Tel. (034) 4131223
Faks/Fax: (034) 4131706

e-mail:
pongolaric@pga.dorca.co.

Your Ref.

U Verw:

Our Ref

Ons Verw:

CERTIFICATE NO: 110/04/10

CERTIFICATE OF OCCUPANCY - in terms of Section 14 of the National Building Regulations and Buildings Standards Act, 1997.
ISITIFIKETI SOKUHLALA - ngokulandisa kuka - Section 14 National Building Regulations and Buildings Standards Act, 1997.

THIS IS TO CERTIFY

LESI ISIQINISEKO

that the building works approved on Plan No: 110/04/10 dated 12/04/10

sokuthi umnyango wezokwakha i Plan No: _____ ngosuku _____

Owner/uMnikazi: RODGER BLEDWIN

Erf description/isiza esichazwa ngo: 993

Municipal area/endaweni ka masipala: uPHONGOLO MUNICIPALITY

Building type/u hlobo lwesakhiwo: HOUSE

Value/esibiza: R _____

have been erected to the best of my knowledge in accordance with the provisions
sakhiwe samiswa ngokwazi nokuqonda kwami kulandelwe iziyalelo

of the Act and with the conditions under which approval was granted in terms
zomthetho nemigomo eyayibekiwe ngesikhathi yamukelwa ngokulandisa

of Section 7 of the Act
kuka - Section 7 walomthetho


ACTING MUNICIPAL MANAGER
MR. F S MSEZANE

15/04/2015
DATE



uPHONGOLO
MUNISIPALITEIT / MUNICIPALITY

Rig Korrespondensie aan:
DIE AGBARE BURGEMEESTER

Address Correspondence to:
THE HONOURABLE MAYOR

MUNISIPALE KANTOOR
MUNICIPAL OFFICE

Martinstraat/Street 61

Posbus/P.O. Box 191
Pongola 3170

Tel. (034) 4131223
Faks/Fax: (034) 4131706

e-mail:
pongolatlc@pga.doreca.co.za

Your Ref.
U Verw: _____

Our Ref
Ons Verw: _____

CERTIFICATE. NO: 101/04/2015

CERTIFICATE OF OCCUPANCY - in terms of Section 14 of the National Building Regulations and Buildings Standards Act, 1997.
ISITIFIKETI SOKUHLALA - ngokulandisa kuka - Section 14 National Building Regulations and Buildings Standards Act, 1997.

THIS IS TO CERTIFY

LESI ISIQINISEKO

that the building works approved on Plan No: 134/1/10 dated 20/10/13

sokuthi umnyango wezokwakha i Plan No: _____ ngosuku _____

Owner/uMnikazi: MR B. J. and Mrs M. K. DREW

Erf description/isiza esichazwa ngo: 123

Municipal area/endaweni ka masipala: uPHONGOLO MUNICIPALITY

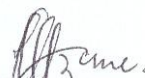
Building type/u hlobo lwesakhiwo: SELF CATERING UNIT

Value/esibiza: R _____

have been erected to the best of my knowledge in accordance with the provisions sakhiwe samiswa ngokwazi nokuqonda kwami kulandelwe iziyalelo

of the Act and with the conditions under which approval was granted in terms zomthetho nemigomo eyayibekiwe ngesikhathi yamukelwa ngokulandisa

of Section 7 of the Act
kuka - Section 7 walomthetho



ACTING MUNICIPAL MANAGER
MR. F S MSEZANE

15/04/2015
DATE

R.P. 3

LISENSIE VIR DIE DRYF VAN 'N BESIGHEID
LICENCE TO CARRY ON A BUSINESS

[Regulasie 8 van die Regulasies op Lisensiëring van Besighede, 1993, uitgevaardig kragtens artikel 6 van die Wet of Besighede, 1991 (Wet No. 71 van 1991)]
[Regulation 8 of the Licensing of Businesses Regulations, 1993, made under section 6 of the Businesses Act, 1991 (Act No. 71 of 1991)]

Volgnummer
Serial number 379

Datum van uitreiking
Date of issue 2014-10-09

Aard van besigheid ten opsigte waarvan hierdie lisensie uitgereik is
Nature of business in respect of which this licence is issued Guest House B&B

Name van lisensiehouer
Names of licence holder Melanie Kim Blevin

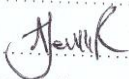
Posadres van lisensiehouer
Postal address of licence holder P.O Box 457
Umhlali

Naam van besigheid
Name of business THE GUEST HOUSE

Poskode
Postal Code 4391

Adres waar besigheid geleë is (indien van toepassing)
Address where business is situated (if applicable) No 123 Dr Jansen street
Pongola

Die lisensie word uitgereik onderworpe aan die volgende voorwaardes, naamlik
The licence is issued subject to the following conditions, namely
act and Regulations act 85 of 1993 Fire Protection of the National
buildings Regulations SABS 900-1990 Fire Brigade Services
act 99 of 2002 and Standard Municipal By Laws to
Health services and Fire Brigade Services

Handtekening
Signature 

Namens lisensie owerheid van
For licensing authority of PONGOLA

uPhongole Municipality
09 OCT 2014
Traffic Department

Constable 7635

Valid until 30 September 2015 

**SURVEYOR GENERAL'S MAP
&
AERIAL PHOTOGRAPHS**

CONSOLIDATION DIAGRAM

COMPONENTS:

- (i) The figure A a b E represents
Portion 1 of Erf 124 Pongola.
Vide Diagram S.G. No. 2561/2007
and Deed of Transfer No. 51511/2008
- (ii) The figure a B C D b represents
Erf 123 Pongola.
Vide General Plan S.G. No. 240/1954A
and Deed of Transfer No. 131/1972 PN

S.G. No.

1080/2011

Approved:

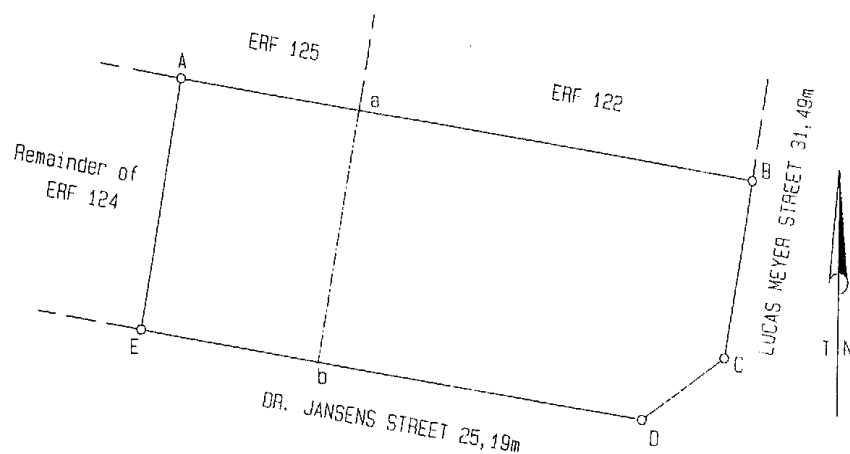
for Surveyor-General:

2011.10.27

Act No. 6 of 2008

Reference

EC/A/176/2011



Scale 1:1 000

The figure

A B C D E

Represents

4179 square metres

of land being

Erf 993 PONGOLA

and comprises the properties (i) and (ii) quoted above

Situated in the Uphongolo Municipal Area, Registration Division HU
Province Kwazulu-Natal

Compiled in September 2011

By me

B.M. BARS DORF
B.M. BARS DORF Professional Land Surveyor
Registration No. PLS1119

This diagram relates to No.

CCT

001666/2012

Registrar of Deeds:

2012-01-26

File: MF

S.R.No. Compiled

Comp. HUNT-31,33

LIST OF MOVEABLE ASSETS

[illegible]

Saucers	27	2	3	2	2	4	2	2	2	2	2	2	2
Shampoo Bottle	12	1	1	1	1	1	1	1	1	1	1	1	1
Shower Gel Bottle	12	1	1	1	1	1	1	1	1	1	1	1	1
Side plates for Cookies	12	1	1	1	1	1	1	1	1	1	1	1	1
Sugar, tea, coffee holders	12	1	1	1	1	1	1	1	1	1	1	1	1
Tea Cups	27	2	3	2	2	4	2	2	2	2	2	2	2
Tea spoons	27	2	3	2	2	4	2	2	2	2	2	2	2
Tea Trays	12	1	1	1	1	1	1	1	1	1	1	1	1
TV	12	1	1	1	1	1	1	1	1	1	1	1	1
Vases	6	1	1	1	1	1	1						
Wardrobe	2	1	Fitted	Fitted	1	Fitted	Fitted	Fitted	Fitted	Fitted	Fitted	Fitted	Fitted
Water Flasks	12	1	1	1	1	1	1	1	1	1	1	1	1
Water Glasses	39	3	4	3	3	5	3	3	3	3	3	3	3
Water Trays	12	1	1	1	1	1	1	1	1	1	1	1	1
Microwave									1	1	1	1	1
Toaster									1	1	1	1	1
Knives									2	2	2	2	2
Forks									2	2	2	2	2
Dessert Spoons									2	2	2	2	2
Dinner Plates Large									2	2	2	2	2
Cereal Bowls									2	2	2	2	2
Side Plates									2	2	2	2	2
Canisters									1	1	1	1	1
Milk Jugs									1	1	1	1	1

Laundry:

Date: May 2015

[illegible]

TABLE LINEN

<u>Table Mats</u>	
<u>Description</u>	<u>Quantity</u>
Blue and gold stripe runner	1
Botanical	6
Burgundy	6
Green with coloured stripes	15
Pale stripes	1
Rose	4
Turquoise	4
Turquoise runner	1
Turquoise with beads	5
White with patterns	2

<u>Serviettes</u>	
<u>Description</u>	<u>Quantity</u>
Burgundy	6
Gold	24
Lime Green	6
Pink	20
Purple organza	6
Turquoise	4

<u>Festive Decorations</u>	
<u>Description</u>	<u>Quantity</u>
Christmas box of decorations	1
Christmas tree	1

FIRST AID

<u>Item</u>	<u>Should Have</u>	<u>On Hand</u>
-	-	-
Antihistamine Cream - Anthisan or Mepyraderm		
Antiseptic Ointment		
Avomine		
Burnshield 10 x 10 cm Sterile Burn Dressing		
Cotton wool	100gm	
Disposable cpr mouth pieces	2	
Disposable latex gloves	4 pairs	
First Aid Dressing 150 mm x 200 mm No 5	4	
First Aid Dressing 75 mm x 100 mm No 3	4	
Gastron		
Granules Sachets	2	
Hyo spasmol		
Hypopore Paper Tape 25 mm		
Mercurochrome	1 bottle	
Nausea Pills		
Non sterile gauze swabs	1 x pack	
Pack Sterile Guaze Swabs	(Min 10)	
Pair Tweezers		
Panado		
Plasters - of various sizes		
Plastic Bag	1	
Profab fabric roll 25 mm x 3 mm	1 x roll	
Proform bandages 100 mm	4	
Proform bandages 75 mm	4	
Rehydrate	2 x sachets	
Safety Pins -	at least 12	
Savlon wound cleaner -	100ml/125 ml	
Standard first aid scissors	1	
Straight splints	2	
Swabs 75 x 75 (25's)	1 x pack	
Thermometer		
Throat Lozengers	1 Box	
Triangular Bandages	4	

LOUNGE:

<u>Main Lounge</u>	
Description	Quantity
Airconditioner	1
Arm Chairs	2
Bowl of Mozambican Fruit	1
Carpets	1
Coffee Table	1
Curtains	4
DSTV	1
Fabric Couch	1
Flower Vases	3
Lamps	3
Leather couch	1
Occasional Tables	5
Oregon Desk Coffee Station	1
Picnic Baskets	2
Pictures and Mirrors	7
TV	1

<u>Office and Entrance Hall</u>	
Description	Quantity
Arm Chairs	2
Computer	1
Decorative Plates	4
Desk	1
Drinks Tray	1
Fan	1
Fire Extinguisher	1
First Aid box	1
Old sewing machine	1
Ottoman	1
Pictures and Mirrors	3
Sherry Glasses	2
Typist Chair	1

PATIO:

<u>Main Front Garden Patio</u>	
Description	Quantity
Ashtrays	1
Arm Chairs	2
Coffee Table	1
Couch	2
Dart Board	1
Decorative Plant Pot	1
Dining Table	1
Dining Room Chairs	10
Server	1
Side Table	1

<u>Room 6 Patio</u>	
Description	Quantity
Ashtrays	1
Patio chairs	2
Side table	1
Generator	1

<u>New Wing Patios</u>	
Description	Quantity
Ashtrays	5
Generator	1
Patio chairs	10
Patio tables	5

DINING ROOM:

18 Seater Dining Room with 4 Tables and a 10 Seater Patio Table = 28 Seats

<u>The Tea and Coffee Station</u>	
Tea spoons	12
Tea cups	10
Tea saucers	10
Tea pots	3
Coffee mugs	12
Ramekin for tea bags	1
Filter coffee holder	1
Filter coffee bodum small	2
Filter coffee bodum large	2
Ramekin for white sugar	1
Ramekin for brown sugar	1
Sugar, tea, coffee holders	1
Cookie Jar	1
Rusk Jar	2
Milk Jug - small white	2
Flask	2

<u>Furniture</u>	
Dining Room Tables	4
Dining Room Chairs	18
Side boards	1
Servers	2
Pictures and Mirrors	7
Decorative Plates	12

<u>The Mint Server</u>	
Wooden mint server stand	1
Crystal mint serving dish	1
Toothpick Holder	1
Book of Daily Readings	1

<u>The Buffet Counter</u>	
Toaster	1
Cereal Holders	3
Cereal Serving Spoon	1
Muffin Holder	1
Milk Jug - Blue	1
Milk Jug - Blue and white	1
Jam Pots	10
Jam Trays	5
Butter dishes	5
Butter Knives	5
Gold Frame	1
Frame Stand	1
Glass Vase	5
Toothpick Holder	5
Salt and Pepper Sets	5
Spice and Sauce Holder	1

KITCHEN:

<u>Baking Items</u>	
Description	Quantity
Baking Trays	4
Colander	2
Cookie Cutter Set	1
Cooling Racks	3
Flan Dishes - round large	2
Flan Dishes - round small	2
Glass Mixing Bowls	3
Loaf tins - large	1
Loaf tins - mini	14
Loaf tins - small	7
Measuring cup set	1
Measuring spoon set	1
Mince Pie Baking Tray	
Muffin Baking Tray	5
Nutmeg grater	1
Palette knife	1
Pastry Brush	1
Ring tins	2
Roasting Pans	2
Rolling pins	2
Rusk Baking Trays Large	2
Rusk Baking Trays Small	2

<u>Cooking Utensils</u>	
Description	Quantity
Apple corer	1
Bottle opener	1
Braai Tong Sets	3
Bread knife	1
Carving fork	1
Carving knife	1
Cheese knives	1
Cheese Slicer	1
Chopping boards - plastic	1
Chopping boards - wood	3
Citrus knife	1
Citrus skin zester	1
Cooking pots (large)	3
Cooking pots (small)	4
Cooking spoons	3
Egg frying rings	8
Egg lifters	2
Frying pans	6
Garlic Crusher	1
Grater	2
Green Bean Shredder	1
Kitchen tongs	2

<u>Appliances</u>	
Description	Quantity
Blender	1
Blitzer	1
Double Oven	1
Electric carving knife	1
Electric Hob	1
Electric Wok	1
Fridge	1
Gas Cylinder Cooking Ring	1
Gas Cylinders	2
Gas Hob	1
Hand Mixers	2
Heat sealer	1
Hot tray	1
Juicer	2
Kenwood	1
Kettle	2
Kitchen Scale	1
Magimix	2
Microwave	1
Snackwitch toaster	1
Toaster	1

Rusk Cutters Large	1
Rusk Cutters Small	1
Sieve	1
Sponge cake tins	2
Spring form tins - large	1
Spring form tins small	1

<u>Glasses</u>	
<u>Description</u>	<u>Quantity</u>
Beer Mugs	3
Glass water jugs	4
Hi Ball	19
Ice bucket	1
Juice Glasses	28
Short drinking glasses	8
Wine white	22

<u>Vases</u>	
<u>Description</u>	<u>Quantity</u>
Various	3

<u>Crockery and Cutlery</u>	
<u>Description</u>	<u>Quantity</u>
Cereal bowls	22
Coffee mugs	15
Dessert spoons	34
Dinner plates	28
Forks large	25

Knife sharpener	1
Onion Chopper	2
Paring knives (Green)	5
Paring knives (yellow)	5
Poaching pans	1
Salad Serving set	1
Scan Pan Scissors	5
Scissors	1
Serving spoons	5
Steak forks	3
Steak knives	10
Thomas Knives	4
Tin opener (black)	2
Tin Opener (new)	2
Vegetable peeler	2
Wine Openers	2
Wooden spoons	3

<u>Tupperware</u>	
<u>Description</u>	<u>Quantity</u>
Blitzer container	1
Blue lid Tupperware	14
Cake holders	2
Coleman Coolers	3
Cream shaker	1
Green lid Tupperware	2
1 litres blue lid Tupperware	6
Large silver lid Tupperware	6

<u>Other</u>	
Butter dishes small square	5
Cake Lifter	1
Cheese platters	2
Christmas Platter	1
Christmas Side Plates	6
Dessert Glasses	22
Egg Cups Metal	4
Flask	1
Glass serving bowls	4
Green and cream serving trays	2
Ice cream scoop	1
Metal Serving Tray	1
Milk jugs large	3
Parfait Glass	1
Quiche dishes	2
Ramekins (odds)	29
Ramekins Mont Blanc	33
Red serving dishes	2
Serving baskets	2
Serving platters/bowls	4
Sugar basins	3
Toast racks	3
Trays large	4
Trays small	4
White serving dishes	20
White serving trays	2
Wooden Serving bowls	7

Forks small	35
Knives large	23
Knives small	26
Milk jugs small	7
New wing spare dessert spoons	8
New wing spare forks	10
New wing spare knives	10
New wing spare teaspoons	6
Side plates	40
Soup bowls	24
Soup spoons	2
Tea cups	6
Tea pots	2
Tea saucers	14
Teaspoons	18

Orange lid Tupperware	5
Perspex mixing bowl	1
Pink plastic mixing bowl	1
Plastic measuring jug with lid	1
Salad spinner	1
Silver mixing bowl	1
Small silver lid Tupperware	4
Square Tupperware (Granny)	1
White plastic mixing bowl	1

TENDER AND SALES CONDITIONS

Properly authorised thereto by:

ROGER JOHN BLEVIN

IDENTITY NUMBER: 6501295060082

&

MELANIE KIM BLEVIN

IDENTITY NUMBER: 6402120195088

Married out of Community of Property
as owners of the immoveable property,
on the one hand

and

MKB CONSULTING (PTY) LTD

REGISTRATION NUMBER: 2000/017122/07

A COMPANY duly incorporated, in terms of the laws of South Africa
as owner of the moveable assets and business conducted from the immoveable property,
on the other hand

(jointly hereinafter referred to as the "SELLERS")

herein instructs **WEICH & KRIEL INCORPORATED** as Agent for the sale and tender of the
following:

1. ERF 993, PONGOLA

SITUATED IN THE MUNICIPAL DISTRICT OF PONGOLA

REGISTRATION DIVISION HU, KWAZULU-NATAL

IN EXTENT OF 4179 (FOUR ONE SEVEN NINE) M²

(hereinafter referred to as the “IMOVEABLE PROPERTY”),

and

**2. THE BUSINESS KNOWN AS “THE GUEST HOUSE”, OPERATED FROM THE
IMMOVEABLE PROPERTY, TOGETHER WITH ALL MOVEABLE ASSETS
REQUIRED TO OPERATE THE BUSINESS, AS DESCRIBED IN THE ENCLOSED
ASSET REGISTER,**

(hereinafter referred to as “THE BUSINESS”)

AS ONE INDIVISIBLE AND JOINT TRANSACTION

THE SALE WILL BE SUBJECT TO THE FOLLOWING

GENERAL TERMS AND CONDITIONS:

1. The sale of the immoveable property and the business will be one indivisible transaction, not capable of being separated or finalised independently.
2. The SELLERS will not be obliged to accept the highest or any tender or to give any reasons for its refusal or decision. The SELLERS further have the right to extend the deadline for submission of tenders.
3. The sale will take place in South African Rand, and within the jurisdiction of the South African Courts.
4. The sale will be subject to the conclusion of a final written agreement of sale to be signed by all parties concerned. A draft agreement of sale is enclosed herewith. Should the parties not be able to agree on the final terms of such agreement within 7 calendar days after close of the tender process, or such longer period as the SELLERS may in their absolute discretion determine, then the SELLERS will be entitled to terminate all further negotiations, in which event no agreement will be binding on the parties.
5. If the tender is submitted on behalf of a Company/Trust/Close Corporation, then the signatory of the tender thereby warrants to WEICH & KRIEL INCORPORATED and the SELLERS that the Company/Trust/Close Corporation described therein is an existing Company/Trust/Close Corporation, and is duly registered in terms of the relevant Laws of South Africa. The signatory declares that he/she is fully empowered and authorised to act on behalf of the Company/Trust/Close Corporation.
6. In the event that a signatory signs the agreement, an Agent of a Company/Close Corporation that is still to be formed, it will be accepted that such person signs the agreement in his/her own personal capacity, and to have purchased the property and business accordingly, unless the aforementioned Company/Close Corporation is incorporated within thirty days after date of signing thereof by the SELLER, and that the said Company/Close Corporation ratifies this agreement on behalf of the

Company/Close Corporation. The signatory binds himself as surety *in solidum* with such Company/Close Corporation for the timeous and proper performance of the Company/Close Corporation of all its obligations as PURCHASER according to the contents of the agreement .

7. The IMMOVEABLE PROPERTY is sold according to the current Certificate of Consolidated Title, and the Surveyor General Diagram, which forms part of the tender documents. The SELLERS are not liable for any difference or shortfall that may exist in the IMMOVEABLE PROPERTY, and the SELLERS abandons any right to any excess that may be disclosed after such re-measuring. The PROPERTY is further sold subject to all servitudes and conditions of title, if any, that may exist, or that may be.
8. The PROPERTY, BUSINESS AND ASSETS are sold “voetstoots” together with all improvements and buildings on the IMMOVEABLE PROPERTY, in good condition as it exists at time of submission of the Tender, and the SELLERS are not liable for any latent or patent defects in the PROPERTY or BUSINESS. It is declared that no tacit or express guarantee or warranty was given by the SELLERS with regards to the IMMOVEABLE PROPERTY and its improvements, or the business conducted there from. The TENDERER acknowledges and declares that he has properly inspected the MOVEABLE ASSETS and the PROPERTY, and all improvements thereon, and that he is satisfied with the condition of the said ASSETS, the IMMOVEABLE PROPERTY and improvements thereon.
9. No confidential documentation or information will be disclosed to any party unless the party requesting such information or documentation has paid the required Tender Fee. Any documentation disclosed during the tender process will be confidential, and will be distributed for the Tender process only. The parties agree that any documentation disclosed, will not be distributed to any third party.
10. Tenders will close at **12H00** on **30 OCTOBER 2015**
Properly completed Tenders must be placed in a sealed envelope, and clearly marked:
“TENDER: “ERF 993, PONGOLA” and must be submitted to the offices of
WEICH & KRIEL INCORPORATED, 182 PIET RETIEF STREET, PONGOLA, 3170 /
P.O. BOX 266, PONGOLA, 3170.

Initial

The sale is subject to the approval of the SELLERS, which decision will be taken by no later than **12H00** on **20 NOVEMBER 2015**, whereafter each Tenderer will be notified of the outcome of the Tender. If the tender is not accepted, then all monies paid by the Tenderer to WEICH & KRIEL INCORPORATED will be repayable, without interest, and unless otherwise agreed, to the Tenderer, into such bank account as may be nominated by the TENDERER.

11. The PURCHASER/TENDERER herein hereby declares that he, alternatively his nominee will be available at the telephone number/fax numbers as supplied simultaneously with the signing hereof, up until such time as the date and time as mentioned in clause 11, so as to receive confirmation of the acceptance or refusal of the Tender. If the PURCHASER or its nominee is not available at the time of the confirmation of the sale, then confirmation of the sale will be given to the PURCHASER by signing of this agreement.
12. Unless agreed to the contrary, the Purchase Price of the PROPERTY and business will be payable as follows:
 - 12.1 A **deposit of ten percent (10%)** of the purchase price payable in cash or by way of a bank guarantee cheque **on date of signature** of the agreement by the last party, which cash or cheque will be payable to WEICH & KRIEL INCORPORATED as conveyancer. Such amount received shall be invested in an income earning trust account for the benefit of the PURCHASER.
 - 12.2 The PURCHASER shall, within twenty one (21) days after confirmation of the sale, and for the benefit of the SELLERS, issue a irrevocable guarantee, payable free of commission or exchange rate to such places and on such persons as the SELLERS or its Agent may appoint, to be issued for the balance of the purchase price.
 - 12.3 The PURCHASER shall pay monthly occupational rental, if occupation takes place prior to date of registration of transfer, calculated on the full purchase price at the prime interest rate of Nedbank Limited, calculated from date of occupation to date of final payment of the purchase price, which amount is

payable in advance on or before the first day of each and every month (calculated pro rata for any portion of the month).

13. Possession and occupation of the PROPERTY will, be given to the PURCHASER on **date of registration of transfer, alternatively sooner if the parties agree thereto in writing**, as from which date the PROPERTY, buildings and improvements, as well as the risk thereof shall pass to the PURCHASER, together with all risk and benefit of ownership.
15. The final allocation of the total purchase price will be determined at the sole discretion of both SELLERS.
16. In terms of Section 197 of the Labour Relations Act (Act 66/1995), the PURCHASER shall take over all staff of MRB Consultants (Pty) Ltd, employed at "The Guest House".
17. The Business is sold without any Liquor Licence.
18. The SELLERS warrant that the Business will have no outstanding liabilities on the effective date.
19. The Seller will be liable for all agents fees and commissions.

TENDER

I/We, the undersigned,

NAME: _____

ID NO: _____

ADDRESS: _____

CEL NO: _____

TEL NO: _____

FAX NO: _____

E-MAIL: _____

BANK DETAILS: _____

herein hereby offers an amount of:

R_____ **(words** _____

_____ **)**

for the purchase of the immovable property as described herein; and

R_____ **(words** _____

_____ **)**

for the purchase of the business and movable property, conditional upon the terms and conditions of the Tender and Sale.

SIGNED at _____ on this _____ day of _____ **20**_____

AS WITNESSES:

1. _____

2. _____

TENDERER / PURCHASER

ACCEPTANCE:

The offer of the Tenderer known as:

NAME: _____
TRUST NO: _____
ADDRESS: _____
CELL NO: _____
E-MAIL: _____

and

NAME: _____
ID NO: _____
ADDRESS: _____
CELL NO: _____
E-MAIL: _____

is hereby accepted.

We hereby appoint **WEICH & KRIEL INCORPORATED, 182 PIET RETIEF STREET / P.O. BOX 266, PONGOLA, 3170** to see to the registration of the PROPERTY to the PURCHASER.

SIGNED at _____ on this _____ day of _____ **20**_____

AS WITNESSES:

1. _____

ROGER JOHN BLEVIN

2. _____

MELANY KIM BLEVIN

SIGNED at _____ on this _____ day of _____ **20**_____

AS WITNESSES:

1. _____

2. _____

MKB CONSULTING (PTY) LTD

SIGNED at _____ on this _____ day of _____ **20**_____

AS WITNESSES:

1. _____

2. _____

WEICH & KRIEL INCORPORATED

SURETY

I/WE the undersigned,

ID NO: _____

Hereby bind ourselves/myself as surety and co-principle debtor in solidium with the purchaser in favour of Weich & Kriel Inc and the SELLERS, for due and prompt performance of all obligations that may arise from the sale agreement, and associated conditions, and in particular for all amounts of money that may become due owing and payable (including damages arising from any cause whatsoever). I/We hereby renounce all benefits of excussion.

I/We confirm that we are fully acquainted with the terms and conditions of Tender and Sale as set out in the preceding documentation.

I accept the addresses as given below as my address for service of all notices and legal proceedings.

Signed at _____ on this _____ day of _____ 20____

AS WITNESS:

1. _____

SURETY

2. _____

**(FULL NAMES AND ADDRESS OF
SURETY)**

DRAFT AGREEMENT OF SALE

SALE OF IMMOVEABLE PROPERTY AND BUSINESS

entered into and between

ROGER JOHN BLEVIN

IDENTITY NUMBER: 6501295060082

&

MELANIE KIM BLEVIN

IDENTITY NUMBER: 6402120195088

Married out of Community of Property
as owners of the immoveable property,
on the one hand

and

MKB CONSULTING (PTY) LTD

REGISTRATION NUMBER: 2000/017122/07

A COMPANY duly incorporated, in terms of the laws of South Africa
as owner of the moveable assets and business conducted from the immoveable property,
on the other hand

(jointly hereinafter referred to as the "SELLERS")

and

(“Purchaser”)

TABLE OF CONTENTS

1.	PARTIES.....	
2.	RECORDAL	
3.	DEFINITIONS AND INTERPRETATION	
4.	SALE.....	
5.	SUSPENSIVE CONDITIONS	
6.	AGREEMENT OF LEASE.....	
7.	PURCHASE PRICE.....	
8.	PAYMENT	
9.	OCCUPATION OF PROPERTY	
10.	BOUNDARY AND SURVEY PEGS	
11.	TITLE, CONDITIONS AND SERVITUDES	
12.	REGISTRATION OF TRANSFER	
13.	RATES AND TAXES AND ACCOUNTS IN RESPECT OF WATER AND ELECTRICITY	
14.	IMPROVEMENTS AND ALTERATIONS.....	
15.	DELIVERY AND RISK.....	
16.	STOCKTAKING	
17.	STOCK IN TRANSIT.....	
18.	ELECTRIC CURRENT AND WATER	
19.	DEBTORS AND CREDITORS.....	
20.	WARRANTIES.....	
21.	INSOLVENCY NOTICES.....	
22.	RESTRAINT OF TRADE	
23.	VOETSTOOTS.....	
24.	AGENT'S COMMISSION	
25.	SIGNING OF AGREEMENT	
26.	BREACH	
27.	MISCELLANEOUS.....	

1. PARTIES

- 1.1. **ROGER JOHN BLEVIN** and **MELANIE KIM BLEVIN**, married out of community of property, as owners of the **PROPERTY** on the one hand, and **MKB CONSULTING (PTY) LTD** as owner of the **BUSINESS** on the other hand, jointly herein referred to as the **"Sellers"**; and
- 1.2. _____ (**"Purchaser"**).

2. RECORDAL

It is recorded that -

- 2.1. The BLEVINS are the joint owners of the PROPERTY; and
- 2.2. MKB CONSULTING (PTY) LTD is the owner of the BUSINESS; and
- 2.3. The Blevins and MKB Consulting (Pty) Ltd have decided to sell the PROPERTY and the BUSINESS in one indivisible transaction.
- 2.4. the parties agree as set out herein.

3. DEFINITIONS AND INTERPRETATION

- 3.1. In this Agreement, unless the context otherwise requires, the following capitalised terms shall have the meanings assigned to them below and cognate expressions shall have corresponding meanings:

"Assets"	means all the assets which the Sellers are selling to the Purchaser in terms of this Agreement and which are referred to in clause 4, or any portion thereof if the context so requires;
"Agreement"	means this agreement of sale of business
"Agreement of Lease"	means the agreement of lease in respect of the Premises concluded between the BLEVINS and the Lessor;

"Blevins"	means Roger John Blevin and Melany Kim Blevin, jointly;
"Business"	means the "The Guest House" which MKB conducts on the Property;
"Effective Date"	date of registration of transfer of the Property to the Seller;
"Lessee"	means, Shayamanzi Houseboat, the lessee and owner of the Premises;
"MKB"	means MKB CONSULTING (PTY) LTD, a Company duly incorporated, as owner of the Business;
"Parties"	the Blevins and MKB, and any reference to " a Party " shall refer to one of the relevant Parties as required by the context;
"Property"	means the property beneficially owned by and registered in the name of the Blevins, being Erf 993, Pongola, being held under Certificate of Consolidated Title No T1666/2012;
"Purchaser"	means _____ referred to in clause 1.2;
"Purchase Price"	means the purchase price of the Business and the Assets as contemplated in clause 7 (<i>Purchase Price</i>)
Schedule"	means any schedule to the main body of this Agreement;
"Sellers"	means MBK and the Blevins jointly referred to in clause 1.1, or individually, as the context of the agreement may require;

“Signature Date”	means the date of last signature of this Agreement by the parties hereto.
“Confidential Information”	Financial Statements and affairs of the Seller, salaries of staff of the Seller, all supporting documents disclosed to the Purchaser;
“Encumbrance(s)”	any mortgage, pledge, lien, charge, option, restriction, right of retention, right of first refusal, right of attachment, right of pre-emption, third-party right, interest or claim, or other encumbrance or security interest of any kind, or any other type of preferential arrangement having a similar effect;
“VAT”	any value-added tax in terms of the Value Added Tax Act 89 of 1991, or any similar tax which is imposed in place of or in addition to such tax;

3.2. This Agreement shall be interpreted according to the following provisions, unless the context requires otherwise:

3.2.1. References to the provisions of any law shall include such provisions as amended, re-enacted or consolidated from time to time in so far as such amendment, re-enactment or consolidation applies or is capable of applying to any transaction entered into under this Agreement.

3.2.2. References to **“Parties”** shall include the Parties’ respective successors-in-title and, if permitted in this Agreement, their respective cessionaries and assignees.

3.2.3. References to a **“person”** shall include an individual, firm, company, corporation, juristic person, Responsible Authority, and any trust, organisation, association or partnership, whether or not having separate legal personality.

- 3.2.4. References to “**clauses**”, “**sub-clauses**” and “**Schedules**” are references to the clauses, sub-clauses and schedules of this Agreement.
- 3.2.5. The headings of clauses, sub-clauses are included for convenience only and shall not affect the interpretation of this Agreement.
- 3.2.6. The Parties acknowledge that each of them has had the opportunity to take legal advice concerning this Agreement, and agree that no provision or word used in this Agreement shall be interpreted to the disadvantage of either Party because that Party was responsible for or participated in the preparation or drafting of this Agreement or any part of it.
- 3.2.7. Words importing the singular number shall include the plural and vice versa, and words importing either gender or the neuter shall include both genders and the neuter.
- 3.2.8. References to “**this Agreement**” shall include this Agreement as amended, varied, novated or substituted in writing from time to time.
- 3.2.9. General words preceded or followed by words such as “**other**” or “**including**” or “**particularly**” shall not be given a restrictive meaning because they are preceded or followed by particular examples intended to fall within the meaning of the general words.
- 3.2.10. If any definition in clause 3.1 (*Definitions*) contains a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to such provision as if it was a substantive provision in the body of this Agreement.
- 3.2.11. This contract shall be interpreted to give effect to the principle that the Blevins, as owner of the Property, and MKB Consultants (Pty) Ltd, as owner of the Business, intends to sell the Property and Business as one indivisible transaction.

4. SALE

- 4.1. Subject to the fulfilment of the suspensive conditions contemplated in clause 5

(*Suspensive Conditions*), the Sellers hereby sell to the Purchaser who hereby purchases the Property and the Business as a going concern, the Assets of which shall consist of the following on the Effective Date:

- 4.1.1. the goodwill;
- 4.1.2. all furniture, equipment, fixtures and fittings used in the Business and as listed in Annexure A, but not limited thereto, and in general all furniture, equipment, fixtures and fittings at the Premises on the Effective Date;
- 4.1.3. all stock-in-trade on the Premises on the Effective Date;
- 4.1.4. the Seller's rights arising out of and in connection with all agreements entered into by the Seller in the ordinary course of the Business; and
- 4.2. It is recorded that -
 - 4.2.1. the Business has been conducted as a going concern by MKB prior to the Effective Date, as contemplated in the Value-Added Tax Act, No 89 of 1991 ("Act");
 - 4.2.2. MKB intends to sell the Business in terms of this Agreement as an income-producing going concern, as contemplated in the Act, and that the Assets sold in terms of this Agreement are adequate to carry on an enterprise;
 - 4.2.3. the Purchaser intends to conduct the Business as a going concern from the Premises with effect from the Effective Date;
 - 4.2.4. the Purchaser is a registered vendor in terms of the Act, under registration number _____;
 - 4.2.5. MKB Consulting (Pty) Ltd is a registered vendor in terms of the Act, under registration number 2000/017122/07;
 - 4.2.6. the intention of the Parties is that the purchase price for the Business shall be subject to VAT calculated at the zero rate, but should the sale of the Business in terms of this Agreement not be subject to a zero rate of VAT, the Purchaser shall pay to the Seller, in addition to the Purchase Price of the Business, VAT at the

applicable rate as and when the Purchase Price is payable in terms of this Agreement;

4.2.7. as the Blevins are not registered for VAT, the purchase of the Property will attract transfer duty, which the Purchaser will pay.

4.3. The Business will conduct income-earning activities on the date when ownership of the Business is transferred to the Purchaser.

5. SUSPENSIVE CONDITIONS

5.1. This Agreement is subject to the following suspensive conditions:

5.1.1. That the business and the property are both transferred to the PURCHASER as one indivisible transaction.

5.1.2. _____

5.1.3. That the Business and the Property are both transferred to the Purchaser as one indivisible transaction.

5.2. The Parties agree to use their best endeavours and do all things reasonably necessary to procure the fulfilment of the aforesaid suspensive conditions referred to in clauses 5.1.1 to 5.1.3.

5.3. It is recorded that all the suspensive conditions referred to in clause 5.1 are included in this Agreement for the benefit of both Parties and may only be waived if both Parties consent thereto in writing.

5.4. Should the suspensive conditions referred to in clauses 5.1.1 and 5.1.2 not be fulfilled or waived, as contemplated in clause 5.3, within 20 days from the Signature Date, then this Agreement shall, with the exclusion of clauses 20 (Warranties), 26 (Breach), 27 (Miscellaneous) be regarded as automatically cancelled and of no force or effect.

6. AGREEMENT OF LEASE

The Purchaser hereby acknowledges that the Lessee shall be entitled to terminate the lease of the office on the property at its sole and absolute discretion, and that the Purchaser will have no claim against the Seller if the Lease Agreement is cancelled.

7. PURCHASE PRICE

7.1 The Purchase Price is the sum of the following amounts:

- 7.1.1. R_____ (_____RAND) for all furniture, equipment, fixtures and fittings, as indicated in clause 4.1.2 (*Sale*), payable to MBK.
- 7.1.2. R_____ (_____RAND) for the goodwill, payable to MKB.
- 7.1.3. R_____ (_____RAND) for the Property, payable to the Blevins.

8. PAYMENT

8.1. The Purchase Price contemplated in clause 7 is payable as follows:

- 8.1.1. R_____ (_____RAND), equal to 10% of the purchase price referred to in clauses 7.1.1, 7.1.2 and 7.1.3 on or before the Effective Date;
- 8.1.2. the balance of the Purchase Price shall be payable on date of registration of transfer of the Property into the name of the Seller, which amount will be guaranteed by way of a bank guarantee issued within 30 days from date of signing hereof.
- 8.2. Should the Purchaser fail to pay any amount payable in terms of this clause 8 of this Agreement on the due date, the Purchaser shall be liable to pay interest on such outstanding amount, with effect from such date, at the prime overdraft lending rate

of Nedbank Limited from time to time (in respect of which a certificate, issued by an accountant or manager of Nedbank Limited, whose appointment or authority need not be proved, shall be prima facie proof of the said interest rate or amendment thereof) during the period which the default continues, capitalised monthly in arrears on the last day of each month.

9. OCCUPATION OF PROPERTY & POSSESSION OF BUSINESS

- 9.1. The Purchaser shall take occupation of the Property and possession of the Business on the date of registration of transfer of the Property into the name of the Purchaser, or any earlier date as the Parties may agree upon.
- 9.2. From the date of registration of transfer of the Property into the name of the Purchaser or from the date that the Purchaser takes occupation of the Property and possession of the Business as contemplated in clause 9.1, whichever shall be the earlier, the Property and Business shall be at the Purchaser's sole profit, loss, risk and expense.
- 9.3. Should the Purchaser take occupation of the Property prior to the date of registration of transfer of the Property into the name of the Purchaser, the Purchaser shall pay to the Sellers occupational interest at the prime interest rate of Nedbank Limited per year on the Purchase Price, calculated pro rata from the date of occupation to the date of registration of transfer.
- 9.4. The occupational interest contemplated in clause 9.3 shall be payable against registration of transfer.

10. BOUNDARY AND SURVEY PEGS

The Blevins shall not be responsible for pointing out the boundaries and survey pegs in respect of the Property to the Purchaser.

11. TITLE, CONDITIONS AND SERVITUDES

- 11.1. The Property is sold as described in the existing or any title deed thereof and is subject to all the conditions, limitations and servitudes (if any) referred to therein.
- 11.2. The Blevins shall not be liable for any difference or deficiency which may become

apparent during a resurvey of the Property and the Seller abandons any excess.

12. REGISTRATION OF TRANSFER

- 12.1. It is recorded that the Blevins shall be entitled to appoint **Weich & Kriel Incorporated ("Conveyancers")** who shall be responsible for the registration of transfer of the Property in the name of the Purchaser.
- 12.2. The Purchaser shall be liable for payment of all costs and expenses whatsoever in connection with transfer of the Property in the name of the Purchaser, including the costs of transfer, transfer duty, stamp duty and bank costs in connection with all cheques which are payable in respect of the registration of transfer. The Purchaser shall upon presentation of the pro forma account of the Conveyancers, on demand pay all above-mentioned amounts.
- 12.3. Transfer of the Property shall be given by the Blevins and taken by the Purchaser as soon as possible after the guarantees referred to in clause 8.1.2 have been given and the suspensive conditions referred to in clause 5 (*Suspensive Conditions*) have been fulfilled (or waived, if applicable).
- 12.4. The Parties shall, at the request of the Conveyancers, sign all documents and perform all other acts which may, in the opinion of the Conveyancers, be necessary for the transfer of the Property in the name of the Purchaser and to give effect to the provisions of this Agreement.

13. RATES AND TAXES AND ACCOUNTS IN RESPECT OF WATER AND ELECTRICITY

- 13.1. The Purchaser shall, from the date on which they become entitled to occupation, pay all rates and taxes and all accounts for water and electricity in respect of the Property.
- 13.2. If any amounts in respect of the matters referred to in 13.1 have been prepaid by the Blevins on the date referred to therein, the Purchaser shall make a pro rata payment to the Blevins, calculated on a daily basis. If any of the said amounts are in arrears on the said date, same shall be paid by the Blevins.

14. IMPROVEMENTS AND ALTERATIONS

14.1. Should the Purchaser take occupation of the Property prior to the date of registration of the transfer of the Property into the name of the Purchaser, the Purchaser may only effect any alterations, additions, fixtures or improvements to the Property with the prior written consent of the Blevins, and should the Purchaser effect such alterations, additions, fixtures or improvements to the Property without such consent –

14.1.1. it shall be at the cost of the Purchaser;

14.1.2. the Blevins shall not be liable to compensate the Purchaser therefore;

14.1.3. the Purchaser shall be obliged, at its cost, to return the Property to the condition thereof at Signature Date, if the Blevins so require, should this Agreement be cancelled due to the fault of the Purchaser and the Blevins shall repossess the Property.

14.2. The Purchaser hereby indemnifies and holds the Blevins harmless against any action, prosecution or charges of any nature whatsoever, which may be brought against the Blevins by virtue of the Purchaser's occupation or utilization of the Property, or by the Purchaser's infringement of any statutory requirement, regulation or by-law, while the Property is registered in the name of the Blevins.

14.3. The Blevins may not from the Signature Date effect any alterations, additions, fixtures or improvements to the Property without the Purchaser's written consent.

14.4. Should the Purchaser take occupation of the Property prior to the registration of transfer in the name of the Purchaser, the Purchaser shall, on request of the Blevins, from the date of occupation as contemplated in clause 9 (*Occupation of Property*), or if so requested at a later date, such later date, until the date of registration of transfer of the Property into the name of the Purchaser, insure all improvements on the Property against damage by fire or storm in order to protect the respective interest of both Parties hereto and the Purchaser shall pay all premiums in respect thereof. In the event of there being adequate existing insurance, it shall be kept in

force and the Purchaser shall be liable for the payment of the premiums in respect thereof for the aforementioned period, and the Parties shall ensure without delay, that the relevant insurance policy is endorsed by the insurer to the effect that both Parties have an interest in the said policy.

15. DELIVERY AND RISK

- 15.1. The Purchaser shall take delivery and possession of the Business on the Effective Date against payment of the Purchase Price in the manner contemplated in clause 8.(*Payment*).
- 15.2. The risk of damage to or destruction of the Assets shall pass to the Purchaser on the Effective Date against payment of the Purchase Price in the manner contemplated in clause 8 (*Payment*).
- 15.3. Notwithstanding any provisions to the contrary, and notwithstanding delivery of the Business and the Assets to the Purchaser as contemplated in this clause 15, MKB Consulting (Pty) Ltd shall remain to be the owner of the Business and all the Assets until the Purchase Price and all other amounts payable in terms of this Agreement have been paid in full to MKB Consulting (Pty) Ltd, and the Purchaser shall only then become the owner of the Business and the Assets.
- 15.4. Until the Purchase Price has been paid in full by the Purchaser to MKB Consulting (Pty) Ltd in terms of this Agreement, the Purchaser shall, with effect from the Effective Date -
 - 15.4.1. not alienate the Business or any of the Assets without the prior written consent of MKB Consulting (Pty) Ltd, which consent shall not be unreasonably be withheld;
 - 15.4.2. maintain all Assets in a good and working condition, fair wear and tear excepted, and conduct the Business in a prudent manner in accordance with generally accepted good industry practice; and
 - 15.4.3. insure all the Assets, in accordance with generally accepted good industry practice at the replacement value thereof, against damage and/or destruction with such insurers and at terms and conditions to the reasonable satisfaction of

MKB Consulting (Pty) Ltd.

- 15.5. The Purchaser shall provide full particulars of the insurance contemplated in clause 15.4.3 as well as written proof, on request of MKB Consulting (Pty) Ltd, that the insurance has been taken out and maintained.
- 15.6. MKB Consulting (Pty) Ltd shall, in the event of the Purchaser failing to take out the required insurance as contemplated in clause 15.4.3, be entitled to itself insure the Assets at cost of the Purchaser and to claim such premiums and costs from the Purchaser which shall be payable on demand.

16. STOCKTAKING

- 16.1. The purchase price includes all stock of MKB on the effective date, but the parties record that MKB does not guarantee any levels or quantity of stock.
- 16.2. It will be the responsibility of the Purchaser to ensure, at the Purchaser's cost, that there is enough stock available to continue trading on the effective date.

17. ELECTRIC CURRENT AND WATER

The Purchaser shall as from the Effective Date be liable for and pay all accounts in respect of electric current and water pertaining to the Premises, calculated pro rata with reference to the Effective Date.

18. DEBTORS AND CREDITORS

- 18.1. All debts owed by MKB Consulting (Pty) Ltd to any creditor of MKB Consulting (Pty) Ltd and amounts due to MKB Consulting (Pty) Ltd by any debtors of the MKB in respect of the Business and which have originated prior to the Effective Date are excluded from the sale and shall remain vested in, and the liability of, MKB.
- 18.2. MKB Consulting (Pty) Ltd shall pay all outstanding accounts, costs, expenses and Business liabilities incurred prior to the Effective Date.
- 18.3. MKB Consulting (Pty) Ltd warrants that it is only a party to contracts of employment, as set out in Annexure "A", which the Purchaser shall take over from the Effective Date in terms of Section 197 of the Labour Relations Act.

19. WARRANTIES

19.1. The Sellers hereby warrant that -

- 19.1.1. they are the registered owner of the Property and the Business;
- 19.1.2. they have not sold, transferred nor alienated the Property or the Business, nor have they granted any third party the right to acquire, either by way of option or right of pre-emption, the Property or the Business or any interest therein;
- 19.1.3. no agreements have been entered into whereby any restrictive conditions or servitudes are to be attached to the immovable Property;
- 19.1.4. no leases other than those disclosed herein, have been entered into in respect of the immoveable Property;
- 19.1.5. no portion of the immoveable Property has been expropriated;
- 19.1.6. none of the buildings or improvements erected on the immovable Property encroach onto any other Property and no building erected on any immovable Property encroaches onto the Property;
- 19.1.7. the buildings situate on the Property remains adequately insured against all risks up to the Effective Date; and
- 19.1.8. the has made all payments in respect of rates, taxes, insurance and the mortgage bond registered over the Property;

19.2. The Purchaser is aware of the provisions of deed of transfer of the Property and the Blevins does not give any warranty, whether express or implied, as to the state or condition of the Property.

20. INSOLVENCY NOTICES

20.1. It is recorded that no notice of transfer of the Business pursuant to this Agreement will be published as contemplated in Section 34 of the Insolvency Act, 1936, as amended.

20.2. The Seller hereby indemnifies the Purchaser against payment of any amount which may be claimed from the Purchaser by creditors of the Seller with regard to the Business in consequence of the application of Section 34 of the Insolvency Act.

21. CONFIDENTIALITY

21.1. The Purchaser agrees that any information pertaining to the business of MBK that may be disclosed during the negotiations, signing or transfer of the agreement of the properties remains confidential.

21.2. The Purchaser undertakes not to disclose any confidential information of MKB or the Blevins regardless of whether the property is transferred.

22. VOETSTOOTS

22.1. It is recorded that the Purchaser has inspected the Property, the Business and the Assets and that it is satisfied with the conditions thereof and that, subject to any provision to the contrary, the sale in terms hereof is voetstoots.

22.2. MKB Consulting (Pty) Ltd warrants that it is the beneficial owner of all the Assets and the Business and that no person, other than the Purchaser in terms of this Agreement, has on the Effective Date, any right of use, ownership or limited ownership, lien, hypothec, pledge or any other right or limited right in respect thereof, and that the Assets are otherwise free of Encumbrances.

23. AGENT'S COMMISSION

Agent's commission shall be payable by the Seller, on fulfilment of the suspensive conditions referred to in clause 5 (Suspensive Conditions).

24. SIGNING OF AGREEMENT

Should the Purchaser fail to sign and deliver this Agreement to the Conveyancers on or before _____, or such extended date as the Sellers may notify the Purchaser in writing, this Agreement shall be automatically cancelled and shall be of no force or effect.

25. BREACH

25.1. Should the Purchaser-

- 25.1.1. fail or be unable to pay any amount owing by the Purchaser in terms of this Agreement to the Sellers on the due date thereof; or
- 25.1.2. commit any breach of any terms or conditions of this Agreement and fail to remedy such breach within 7 (SEVEN) days of receipt of a written notice from the Sellers to remedy such breach; or
- 25.1.3. suffer any default judgment against it which remains unsatisfied for 14 (FOURTEEN) days; or
- 25.1.4. be refused rescission of any judgment and fail to lodge an appeal against such judgment within 21 (TWENTY ONE) days and thereafter to prosecute such appeal diligently; or
- 25.1.5. compromise with its creditors or to attempt to do so; or
- 25.1.6. commit any act of insolvency; or
- 25.1.7. commit any breach of any terms or conditions of this Agreement for a second time in any period of 36 (THIRTY SIX) calendar months,

then in any such events, the Sellers, without prejudice to any other rights which they may have or remedies which may be available to them, may regard the Purchase Price and interest owing in terms of this Agreement as due and payable immediately, and may issue summons therefore in any competent court, without any further notice or demand to the Purchaser or, without prejudice to any other rights which the Sellers may have, the Sellers shall be entitled to cancel this Agreement and to retain any amount of the Purchase Price already paid as liquidated damages.

26. MISCELLANEOUS

- 26.1. No Party may without the prior written consent of the other Party, delegate, assign, cede, transfer or in any other way alienate or dispose of any of its rights or

obligations in terms of this agreement to any other person, which consent may not be unreasonably withheld.

- 26.2. No provision of this Agreement (including, without limitation, the provisions of this clause) may be amended, substituted or otherwise varied, and no provision may be added to or incorporated in this Agreement, except (in any such case) by an agreement in writing signed by the duly authorised representatives of the Parties.
- 26.3. Any relaxation, indulgence or delay (collectively referred to as "Indulgence") by either Party in exercising, or any failure by either Party to exercise, any right under this Agreement shall not be construed as a waiver of that right and shall not affect the ability of that Party subsequently to exercise that right or to pursue any remedy, nor shall any Indulgence constitute a waiver of any other right (whether against that Party or any other person).
- 26.4. The waiver of any right under this Agreement shall be binding on the waiving Party only to the extent that the waiver has been reduced to writing and signed by the duly authorized representative(s) of the waiving Party.
- 26.5. This Agreement supersedes all prior agreements, representations, communications, negotiations and understandings between the Parties concerning the subject matter of this Agreement.
- 26.6. Whenever possible, each provision of this Agreement shall be interpreted in a manner which makes it effective and valid under applicable Law, but if any provision of this Agreement is held to be illegal, invalid or unenforceable under applicable Law, that illegality, invalidity or unenforceability shall not affect the other provisions of this Agreement, all of which shall remain in full force.
- 26.7. This Agreement may be executed in any number of identical counterparts, all of which when taken together shall constitute one agreement. Any single counterpart or a set of counterparts taken together which, in either case, are executed by the Parties shall constitute a full original of this Agreement for all purposes.
- 26.8. This Agreement shall govern all aspects of and all contractual relationships relating to the sale of the Business and the Assets by the Seller to the Purchaser in terms hereof. In the event of any conflict between this Agreement and any associated

agreement on any matter affecting the Parties, including all questions of interpretation, this Agreement shall prevail.

26.9. All notices and any other communications whatsoever (including, without limitation, any approval, consent, demand, query or request) by either Party in terms of this Agreement or relating to it shall be given in writing, and shall be sent by registered post, or delivered by hand, or transmitted by facsimile or electronic mail to the recipient Party at its relevant address set out below:

26.9.1. if to the **BLEVINS**, at:

Address: 22 DUNKIRK CRESENT, SALT ROCK, 4359

Postal address: P.O. BOX 457, UMHLALI, 4359

Electronic mail address: kimb@ionet.co.za

Marked for the attention of: KIM BLEVIN

26.9.2. if to **MKB CONSULTING (PTY) LTD**:

Address: 22 DUNKIRK CRESENT, SALT ROCK, 4359

Postal address: P.O. BOX 457, UMHLALI, 4359

Electronic mail address: kimb@ionet.co.za

Marked for the attention of: KIM BLEVIN

26.9.3. if to **PURCHASER**, at:

Address: _____

Postal address: _____

Facsimile number: _____

Electronic mail address: _____

Marked for the attention of: _____

26.10. Either Party may, by written notice to the other Party, change any of the addresses at which, or the designated person for whose attention those notices or other communications are to be given.

26.11. Any notice or other communication given by any Party to the other Party which –

26.11.1. is sent by registered post to the addressee at its specified address shall be rebuttably presumed to have been received by the addressee on the 7th (SEVENTH) day after the date of posting; or

26.11.2. is delivered by hand during the normal business hours of the addressee at its specified address shall be rebuttably presumed to have been received by the addressee at the time of delivery; or

26.11.3. is transmitted by facsimile copier to the addressee at the addressee's specified facsimile number shall be rebuttably presumed to have been received by the addressee on the date of transmission as indicated on the sender's facsimile transmission report; or

26.11.4. is transmitted by electronic mail to the addressee at the addressee's specified electronic mail address shall be rebuttably presumed to have received by the addressee on the date of transmission as reflected on the sender's electronic mail records.

26.12. The Parties choose their respective physical addresses in clause 27.12 as their respective domicilia citandi et executandi at which all documents relating to any legal proceedings to which they are a party may be served. If that address is changed to another address which is not a physical address in the Republic of South Africa, then the original address shall remain the domicilium citandi et executandi of the relevant Party until it nominates a new physical address within

26.13. The Parties agree to perform, or procure the performance, of all further things, and execute and deliver (or procure the execution and delivery) of all further documents, as may be required by Law or as may be desirable or necessary to implement or give effect to this Agreement and the transactions contemplated therein.

26.14. By entering into this Agreement, the Parties warrant that there are no impediments or restrictions to their doing so and that this Agreement does not violate the provisions of any Agreement between any of the Parties and any third party.

27. COSTS

Each Party shall pay its own costs relating to and in connection with the negotiation, preparation, drafting and signature of this agreement, and any amendments thereto.

SIGNED at _____ on this _____ day of _____ **20**____

AS WITNESSES:

1. _____ **ROGER JOHN BLEVIN**

2. _____ **MELANIE KIM BLEVIN**

SIGNED at _____ on this _____ day of _____ **20**____

AS WITNESSES:

1. _____

2. _____ **MKB CONSULTING (PTY) LTD**

SIGNED at _____ on this _____ day of _____ **20**____

AS WITNESSES:

1. _____

2. _____ **PURCHASER**