

Notarial Deed of Lease No.

OS

1992

NOTARIAL DEED OF LEASE

between

DALINDYEBE ENTERPRISES (PROPRIETARY) LIMITED

and

HOLE-IN-THE-WALL SHAREBLOCK LIMITED

HUGHES CHISHOLM & AIREY INC
ATTORNEYS, NOTARIES AND CONVEYANCERS
METROPOLITAN PLACE, LEEDS ROAD
P.O. BOX 36
UMTATA, TRANSKEI

04-APR-2012 11:00 From:

To: 03126722603

P. 25/51

Notarial Deed of Lease No.

OS-

1992



7-10-1992

OS- 023

[Signature]

I hereby certify that the original hereof bears an endorsement confirming that stamp duty amounting to R786,00 was paid thereon by Receipt No. 1922688 dated 7th October 1992.

Protocol No. 116.

[Signature]

NOTARY PUBLIC

NOTARIAL DEED OF LEASE

KNOW ALL MEN WHOM IT MAY CONCERN:

THAT on this 25th day of SEPTEMBER 1992, before me

ARNOLD CHARLES IMMERMANN

a Notary Public by lawful authority, duly sworn and admitted residing and practising at UMTATA, Transkei, and in the presence of the undersigned witnesses personally came and appeared

ALASTAIR DAVID ANDREW BUCHAN

... / of

of Umtata, Transkei, he being duly authorised thereto under and by virtue of a Power of Attorney dated at UMTATA on the 9th day of September 1992, and granted to him by

DALINDYEBO ENTERPRISES (PROPRIETARY) LIMITED

Nº 83/0134

(therein represented by DOUGLAS SHANE LANG, in his capacity as a Director thereof, he having been duly authorised thereto by a Resolution dated the 9th day of September 1992 (hereinafter called the LESSOR) of the first part)

and by virtue of a Power of Attorney dated at UMTATA on the 9th day of September 1992 and granted to him by

HOLE-IN-THE-WALL SHAREBLOCK LIMITED

Nº 83/0155

(therein represented by DOUGLAS SHANE LANG, in his capacity as a Director thereof, he having been duly authorised thereto by a Resolution dated the 9th day of September 1992 (hereinafter called the LESSEE) of the second part)

which said Powers of Attorney were this day exhibited to me, the Notary, and now remain filed in my Protocol.

AND THE APPEARERS DECLARED :

THAT WHEREAS :

1. The LESSOR had previously concluded a simple agreement of lease in writing with LANG & COMPANY (PTY) LIMITED on the 6th March 1985, a copy of which is annexed hereto marked "A";

2. LANG & COMPANY (PTY) LIMITED subsequently changed its name to HOLE-IN-THE-WALL HOTEL (PTY) LIMITED (Company No. 83/0155);
3. HOLE-IN-THE-WALL HOTEL (PTY) LIMITED subsequently changed its name to HOLE-IN-THE-WALL SHAREBLOCK LIMITED (Company No. 83/0155) the LESSEE herein;
4. The LESSOR and the LESSEE wish to regularise and more fully expand and record the terms and conditions of the written Agreement of Lease dated 6th March 1985.

NOW THEREFORE THE FOLLOWING TERMS AND CONDITIONS HAVE BEEN AGREED UPON BETWEEN THE LESSOR AND THE LESSEE :

1. EFFECTIVE DATE :

Notwithstanding the date of signature hereto by the parties, the effective date of the Agreement shall be the 6th March 1985.

2. PERIOD OF LEASE :

The Lease shall endure for 98 years commencing on the 6th March 1985 and terminating on the 5th March 2083.

3. LEASED PROPERTY :

3.1 The leased property which forms the subject matter of this Agreement of Lease is :

CERTAIN piece of land situate in the District of Mganduli known as LOT HOTEL, being a piece of quitrent land situate at Hole-in-the-Wall in Administrative Area No. 18 called Mtonjana

... / MEASURING

MEASURING Four comma Two Zero Seven Nine (4,2079)
Hectares

HELD under Deed of Grant No. G312/1983 dated
26th September 1983.

3.2 It is recorded that the above property was vacant at the commencement of the lease referred to in paragraph 1 of the preamble hereof and that certain buildings have subsequently been erected thereon.

4. RENTAL :

The agreed rental between the parties shall be the nominal rental of R1 000,00 (ONE THOUSAND RAND) per annum for the entire duration of this Lease Agreement. The LESSEE shall be liable for all other costs and charges of whatsoever nature as also in respect of rates, taxes, levies or the like.

5. IMPROVEMENTS :

5.1 The LESSEE shall at its own cost and expense be entitled to make any such improvements, additions or alterations to the existing buildings and shall likewise be authorised to erect any further structures or buildings as the LESSEE in its sole discretion may decide.

5.2 At the termination of this Lease Agreement, the LESSOR shall not be obliged to compensate the LESSEE in any way in respect of such buildings or improvements or additions to the buildings nor shall the LESSEE be obliged to remove such buildings, improvements or additions at such termination.

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04-APR-2012 11:01 From:

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P.29/51

6. REPAIRS :

6.1 Notwithstanding anything to the contrary in this Lease Agreement contained, the LESSEE acknowledges that the premises are leased "voetstoots" as at the commencement date hereof.

6.2 The LESSEE shall be solely responsible for the maintenance and repair of the exterior and interior of the premises and for the replacement at its own cost of all keys and locks, broken panes of glass, fluorescent or incandescent or other light bulbs, switches, plugs and sockets as also any installations and replacement of sewerage pipes and drains.

7. DAMAGE BY FIRE ETC. :

The LESSOR shall not be responsible for any damage to the buildings, additions or improvements so made by the LESSEE or the LESSEE'S stocks, books, paper or other property caused by rain, leaks, wind, hail, lightning or by fire or by reason of riot, strikes, the State's enemies or through any other cause of whatsoever nature.

8. MUNICIPAL REGULATIONS :

8.1 The LESSEE shall conform to all laws and statutory and municipal by-laws and regulations affecting the conduct of its business.

8.2 The LESSEE shall conform to all laws and statutory and municipal by-laws and regulations affecting the structure and facilities of the premises, and in particular to the provisions of any regulations or acts relating to occupational safety and/or use of machinery.

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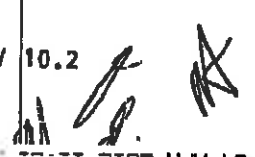
9. INSURANCE CLAUSE :

The LESSEE shall ensure that the buildings which are presently situate on the premises and any alterations and additions thereto shall be adequately insured to allow the LESSEE to conduct his business on the premises.

10. INDEMNIFICATION :

10.1 The LESSOR shall not be liable for any injury, loss or damage whatsoever which the LESSEE or any of its employees or any third person whosoever may sustain in or upon or about the premises resulting from any defects in the structure of the building or from the condition of the floors, stairways, corridors or any other part of the building, from insufficient lighting and ventilation, or from any defects in any machinery, plant or appliances installed or used in the building, resulting from leakage from or breaking of any water pipe or connection or from any faulty electrical wiring, connection, fitting or appliance, rodents or any other animals or insects or from any other cause whatsoever, including any damage resulting from fire, flood, lightning or other Act of God, war, riots and other civil commotions. The LESSOR shall not be responsible for any injury, accident or damage which may at any time be suffered by the LESSEE or any of its employees or any third person whosoever by reason of any act, neglect or default of any other tenants in the area on which the leased premises are situated, and in particular that the LESSOR shall not be responsible for any loss, that the LESSEE or any of its employees or any third person whomsoever may suffer through theft or burglary whether or not such loss be occasioned by any act, neglect or default of any servant of the LESSOR.

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10.2 The LESSEE hereby indemnifies the LESSOR against all claims by any of its employees or any third person whomsoever arising from any such injury, loss or damage aforesaid and all costs and expenses which the LESSOR may incur in connection therewith.

11. NOTICES :

Any notice which the parties hereto may require to give to the other under this Lease shall be in writing either per prepaid registered post addressed to the other, or by hand delivered post against written receipt at their respective addresses referred to in clause 13 hereof.

12. NO VARIATIONS :

This Agreement contains all the terms and conditions of the Agreement between the LESSOR and the LESSEE. No variation or abandonment or waiver of rights or obligations under this Agreement shall be binding on either of the parties unless same is in writing and signed by both the LESSOR and the LESSEE.

13. DOMICILIUM :

The parties hereto choose as their respective domicilium citandi et executandi the following addresses :

The LESSOR : Hole-in-theWall, Beach Road, Hole-in-the-Wall.

The LESSEE : c/o Ernst & Young, 2nd Floor, Metropolitan Place,
Leeds Road, Umtata.

14.

14. COSTS AND STAMP DUTY :

The costs in respect of the drafting and drawing of this Agreement and any consultations and attendances pertaining to the drawing and finalisation of this Lease shall be paid by the LESSEE to Messrs Hughes Chisholm & Airey, Attorneys of Umtata upon demand.

THUS DONE AND SIGNED at *Umtata* on this *25th* day of *September* 1992 in the presence of the undersigned witnesses.

AS WITNESSES :

1. *[Signature]*
2. *[Signature]*

[Signature]
.....
FOR AND ON BEHALF
OF THE LESSOR

THUS DONE AND SIGNED at *Umtata* on this *25th* day of *September* 1992, in the presence of the undersigned witnesses.

AS WITNESSES :

1. *[Signature]*
2. *[Signature]*

[Signature]
.....
FOR AND ON BEHALF
OF THE LESSEE

QUOD ATTESTOR

[Signature]
NOTARY PUBLIC

DALINDYENO ENTERPRISES (PTY)Ltd

ANNEXURE "A"
P.O.Box 54
Umtata
Transkei
6 March 1985

LEASE AGREEMENT BETWEEN DALINDYENO ENTERPRISES (PTY)Ltd AND LANG
AND CO (PTY)Ltd

The Directors of Dalindyeno Enterprises have agreed to lease and allow
Lang and Co to sublet a piece of quintrent sand situated at Hole in
the Wall in administrative area No 18, called Ntenjena.
This measures four comma two zero seven nine (4,2079) Hectares and
cedes all rights for Hotel/Chalet, Bottle Store, On Sales, Off Sales,
Shop, Restaurant and Filling Station to Lang and Co (PTY)Ltd for a
nominal fee of R1000.00 per annum as well as paying all costs, rentals,
and tax incurred from date of agreement.

DIRECTORS:

D.D.LANG:.....

A.D.MTIRARA:.....

D.S.LANG:.....