



DEPARTMENT OF PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

LEASE AGREEMENT

Entered into by and between

THE NATIONAL GOVERNMENT

OF

THE REPUBLIC OF SOUTH AFRICA

hereinafter referred to as the "Lessor" and duly represented by

ETIENNE F. OOSTHUIZEN

in his capacity as **ACTING REGIONAL MANAGER**

in the National Department of Public works, duly authorized hereto in terms of the Power of Attorney granted by the Minister of Public Works No81/1989, registered in the office of the Registrar of Deeds, Cape Town) on the one hand;

And

ST CROIX MOTOR MUSEUM

Duly represented by Mr. EBEN De VOS

ID number 4711185116 082

Hereinafter referred to as the "Lessee".

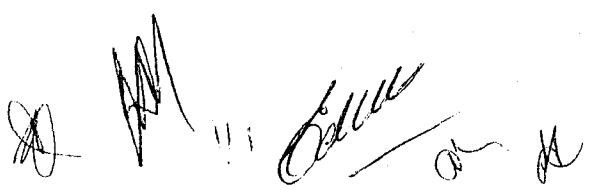
WHEREAS:

The Lessor has been letting the portion of ERF 150 situated at the Millpark State Warehouse, Port Elizabeth (the "property") to the Lessee since 21 March 1988.

[Handwritten signatures and initials]

WHEREFORE IT IS AGREED AS FOLLOWS:

1. The Lease shall commence with effect from the last day of signature and may be terminated by either party giving thirty (30) days written notice of their intention to do so.
2. The Lessor hereby continues to let and the Lessee hereby continues to hire the property, at a nominal monthly rental of R 100.
3. The rental is payable monthly in advance on the first day of each month at the address as specified by the Lessor.
4. The period of the Lease is for a period of ten (10) years with an option to renew.
- 4.1 The monthly rental may be increased or reduced by the Lessor by giving at least one month's written notice to the Lessor of such increase or reduction.
5. The Lessee shall keep the building and improvements (movable and immovable) on the property in a good state of repair, taking into account normal wear and tear and to the satisfaction of the Lessor. The Lessor shall be responsible at its cost for the maintenance of the exterior of the property, while the Lessee shall be responsible at its cost for the interior of the property.
6. If the Lessee neglects to do the necessary maintenance, the Lessor may elect to do such maintenance or cause same to be done for the account of the Lessee.
7. The Lessee shall not erect any improvements of any nature on the property. Should the Lessee erect any improvements thereon, it shall do so at its own risk and shall have no claim for compensation in respect of such improvements on termination of this Agreement.
8. If or when the Lessor declares to dispose of the property, the Lessee's rights in terms of occupation of the property shall in no way be affected.
9. The Lessee shall comply with all laws, bylaws and regulations relating to the property. The Lessee shall not contravene or permit the contravention of any of the conditions of title under which the property is held by the State, or provisions of the Town Planning Scheme applicable to the property, and not cause or permit to be done in or about the property, anything which may be nuisance or disturbance to occupiers of neighbouring premises.
10. All expenses regarding water, electricity, sewerage, refuse or any other service rendered to the property, shall be for the account of the Lessee.



11. The Lessee shall not be entitled, without the prior written consent of the Lessor, to cede all or any of its rights under this Agreement, or to sub-let or give up possession or occupation of the property in whole or in part to any third party.
12. The Lessor shall be entitled to enter the premises at all reasonable times, either through its servants, representatives or contractors, for the purpose of inspecting the premises or the building, if it should desire to do so.
13. The Lessee is responsible for the proper maintenance and for keeping the plot clean, tidy and free of rubbish. **Refer to clause 5 above.**
14. Should the Lessee fail to pay the rental on the due date, or if it commits any other breach of this Agreement, the Lessor may, in terms of the powers conferred upon it by Law and/or Agreement demand that the Lessee rectify such breach within seven (7) days notice by registered letter, addressed to the Lessee at the place where the dwelling is situated. The Lessor may also require the Lessee to restore the dwelling or land or to remove any harmful, unsightly or waste material and, should the Lessee fail to give effect to such notice the Lessor may cause the work to be carried out as a charge against any rental paid to be paid by the Lessee. Any such action taken against the Lessee in no way deprives the Lessor of its rights to recover any amount, which the Lessee may owe to the Lessor. Where applicable, the same remedies as aforesaid shall apply to the Lessee.

INDEMNIFICATION:

15. The Lessee hereby indemnifies the Lessor against all claims, lawsuits, compensation and expenses by or on demand of any person or body as a result of, or in connection with, the use of the property. The State shall not be liable for any loss or damage suffered by the Lessee or any invitees and their dependants as a result of activities on the property.

CONDITION OF THE PROPERTY:

16. It is recorded that on commencement date, the property shall be in good order. Upon the expiry or earlier termination of this Agreement, for whatever reason, the Lessee shall return the premises, together with all electrical, gas, drainage, sanitary works and installations etc. therein to the State in good order and condition, as on the commencement of this Agreement.

17. The Lessee shall make good and repair at his/her own cost any damage or breakages to the property caused by it, or.

INVENTORY:

18. The Lessee shall within seven (7) days of taking occupation of the property, sign and return to the Lessor the inventory (annexed hereto and marked "A") (***Unless this has already been done***), which has been furnished to him/her in respect of the property. Particulars of variations or obvious defects of the property must be indicated in the spaces provided. Failing to comply with this condition, the Lessee will be held responsible for all such variations and/or defects which may come to the notice of the Lessor at any time during the occupation of this property, and which cannot be ascribed to normal or fair wear or *vis major*.

ENTITLEMENT TO LEGAL COSTS:

19. Should either party institute action against the other, pursuant to a breach of this Agreement, then without prejudice to any other rights which the it may have, shall be entitled to recover from the other party, all legal costs incurred by the other party, including Attorney and own client charges, tracing fees etc.

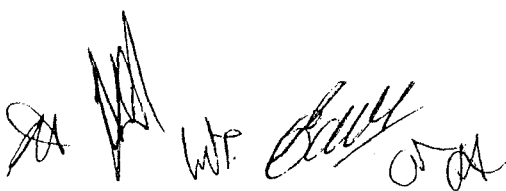
BREACH:

20. If either party fails to comply with any of the conditions stated herein, either party shall be entitled to notify the other in writing to remedy such breach. In the event of a party's failure to remedy the breach as referred to in clause 14 above, then the other party shall entitled to terminate to this Agreement with immediate effect.

DOMICILIUM CITANDI ET EXECUTANDI

20. The parties choose as their *coma cilia citandi et executandi* their respective addresses set out or referred to in this clause for all purposes arising out of, or in connection with this Agreement at which addresses al processes and notices arising out of or in connection with this agreement, its breach or termination may validly be served upon or delivered to the parties.
For the purposes of this agreement, the parties respective addresses shall be:

As regard the State:
Department of Public Works
Private Bag x3913
Port Elizabeth
6056

Handwritten signatures and initials, including 'W.P.' and 'J.A.'.

As regard the Lessee:
St Croix Motor Museum
P O Box 27422
Greenacres
Port Elizabeth
6057

or at such other address, not being a Post Office Box or Poste Restante, of which the party concerned may notify the other in writing.

NON-VARIATION:

21. No alteration or variation to, or consensual cancellation of this Agreement shall be of any force or effect, unless it is in writing and signed by all parties to this Agreement.

THUS DONE, and signed at Port Elizabeth on this 19 day of March 2007.

AS WITNESSES:

1. S L Masiza
2. W. Pa.

[Signature]
for the Lessor, who duly warrants that he is authorized hereto

THUS DONE and signed at Port Elizabeth on this 7th day of APRIL 2007.

AS WITNESSES:

1. A. Jager
2. A. Meyer

[Signature]
for the Lessee, who duly warrants that he is authorized hereto.

P.O. Box 27422
GREENACRES
6057

7 April 2003

THE DIRECTOR-GENERAL
DEPT. OF PUBLIC WORKS
PRIVATE BAG X3913
PORT ELIZABETH
6056

ATTENTION: S.L. MASIZA

LEASE OF PORTION OF ERF 150: ST. CROIX MOTOR MUSEUM, MILL PARK,
PORT ELIZABETH

Herewith please find Lease Agreement entered to between myself and your Department. Please take note of the fact of your final paragraph "non-variation" item 21, that the document date was changed from 2002 to 2003 by the responsible person that signed on behalf of your Department. For record purposes I endorsed this by means of my signature against both changes for your attention.

This letter also serves to inform you of my option to renew the lease for a further 10years after expiry of the initial ten year period.

Thank you once again for the professional way in which you and your colleague dealt with me during your visit and inspection of my Museum.

Kind regards

EBEN DE VOS
TELEPHONE NUMBER; 041 – 3925362
FAX NUMBER; 041 – 3925364
CELL NUMBER; 083 463 5286
E-MAIL ADDRESS; ebendevos@cybertrade.co.za



**DEPARTMENT OF PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA**

Private Bag X3913, Port Elizabeth, 6056, Tel (041) 408-2000
Eben Donges Building, Hancock Street, North End, Port Elizabeth

From: STATE PROPERTY HOLDINGS & ASSET MANAGEMENT

Tel: (041) 408-2164

Fax: (041) 484-7825

e-mail:

Enquiries: S.L. MASIZA

Ref: Z6428/5629/4/0

St. Croix Motor Museum
P.O. Box 27492
Greenacres
PORT ELIZABETH
6057

DATE: 2003-03-19

ATTENTION: MR. EBEN DE VOS

**LEASE OF PORTION OF ERF 150: ST. CROIX MOTOR MUSEUM,
MILLPARK, PORT ELIZABETH**

I refer to our meeting and our subsequent telephonic discussion.

Herewith attached is a lease agreement with a proposed lease period of ten years with an option to renew.

Should you be satisfied with all the terms and conditions of this lease agreement, please initial each page and sign on the last page.

Please return the original document to this office by registered mail.

Your urgent co-operation will be highly appreciated.

Kind regards


DIRECTOR-GENERAL

Printed: 19march 2003/19march.3/lm

RECEIPT ACKNOWLEDGE
OF CONTRACT.


7/4/2003