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DURBAN**

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PO Box 205 Durban 4000
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Shepstone  Wylie
ATTORNEYS

359

Shepstone & Wylie
Attorneys, Notaries & Conveyancers
Scotswood
35 Aliwal Street
DURBAN

359
REF: *SEWN 9.62*

Prepared by me

[Signature]

CONVEYANCER
NELSON BD

FEES	
Stamp Duty
Reg.	<i>R 500-00</i>
Waiver
O/M Bond

18

VERBIND		MORTGAGED	
VIR FOR		<i>R 1 813 200 -00</i>	
<i>(3)</i>	B	003860/08	<i>[Signature]</i> REGISTRAR
		2008-02-01	

2008-02-01

T 003770/08

DEED OF TRANSFER

BE IT HEREBY MADE KNOWN THAT

LAUREN ANN MALTBY

appeared before me, REGISTRAR OF DEEDS at Pietermaritzburg, the said appearer being duly authorised thereto by a Power of Attorney which said Power of Attorney was signed at DURBAN on 1st December 2007 granted to him by

NEWINVEST 181 (PROPRIETARY) LIMITED
No. 2000/014606/07

And the appearer declared that his said principal had, on 29 November 2007, truly and legally disposed in terms of Section 44 of the Income Tax Act No 58 of 1962, and that he, the said Appearer, in his capacity aforesaid, did, by virtue of these presents, cede and transfer to and on behalf of:

WORLDSCO INVESTMENTS (PROPRIETARY) LIMITED
No. 1993/000702/07

or its Successors in Title or assigns, in full and free property

PORTION 1 OF ERF 10914 DURBAN, REGISTRATION DIVISION FU,
PROVINCE OF KWAZULU-NATAL; IN EXTENT 465 (FOUR HUNDRED AND
SIXTY FIVE) SQUARE METRES

FIRST TRANSFERRED by Deed of Transfer No. T 6223/1951 with Diagram .
relating thereto and held by Deed of Transfer T8277/2001

THIS PROPERTY IS TRANSFERRED:

- A. Subject to the terms and conditions of the original Government Grant No. 1737/1955, in so far as still in force and applicable.

WHEREFORE the said Appearer, renouncing all right and title which the said

NEWINVEST 181 (PROPRIETARY) LIMITED
No. 2000/014606/07


heretofore had to the premises, did in consequence also acknowledge it to be entirely dispossessed of, and disentitled to the same, and that by virtue of these presents, the said


WORLDSCO INVESTMENTS (PROPRIETARY) LIMITED
No. 1993/000702/07

or its Successors in Title or assigns, now is and henceforth shall be entitled thereto, conformably to local custom, the State, however reserving its rights, and finally acknowledging the purchase price to be the sum of R1 600 000,00 (ONE MILLION SIX HUNDRED THOUSAND RAND).

IN WITNESS WHEREOF, I the said Registrar, together with the Appearer, have subscribed to these presents, and have caused the Seal of Office to be affixed thereto.

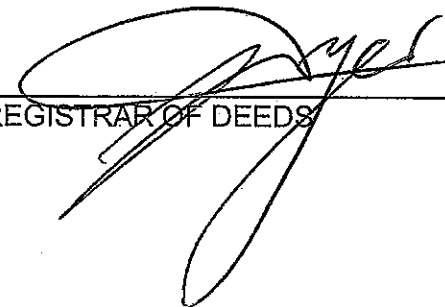
THUS DONE and EXECUTED at the Office of the REGISTRAR OF DEEDS at Pietermaritzburg on 2008-02-01

~~10-70-0001~~ 



q.q.

In my presence



REGISTRAR OF DEEDS

Q



Shepstone & Wylie

TD5

TRANSFER DUTY

Receipt or exemption certificate

Part 2

Transfer Duty Act, 1949 and Value-Added Tax Act, 1991

Details of seller/transferor

Full name of seller/transferor: **NEWINVEST 181 (PROPRIETARY) LIMITED**

Identity/Trust/CC/Company number: **2000/014606/07** VAT number: **4540189216**

Details of purchaser/transferee

Full name of purchaser/transferee: **WORLDCO INVESTMENTS (PROPRIETARY) LIMITED**

Identity/Trust/CC/Company number: **1993/000702/07** VAT number or income tax number if not a VAT vendor: **4270136171**

Details of sale transaction

Date of transaction: **29 November 2007** Bought by: Private Treaty Public Auction

Consideration: **R1 600 000,00** Bond granted by: **ABSA BANK** Amount of bond: **R1 813 200.00**

Description of property (as per Deeds Registry): **PORTION 1 OF ERF 10914 DURBAN, REGISTRATION DIVISION FU, PROVINCE OF KWAZULU-NATAL; IN EXTENT 465 (FOUR HUNDRED AND SIXTY FIVE) SQUARE METRES**

Physical address: **97 Russell Street, Durban** Postal code: **4001**

Property is: Improved Unimproved

Nature of property: Primary residence Other residential property Small holding Farm
 Commercial building Industrial building Other, specify

Calculation of VAT payable

VAT rate: Standard Zero

1. Payment of the VAT is tendered herewith..... **N/A**

2. The output tax will be declared in the VAT201 return for the period **N/A**

3. The supply is that of a going concern which qualifies for the zero rate..... **N/A**

FLPSDZ

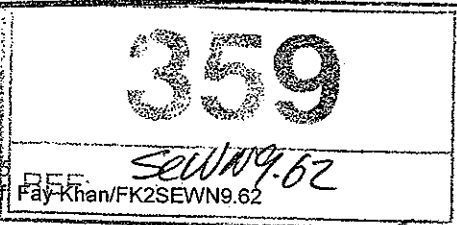
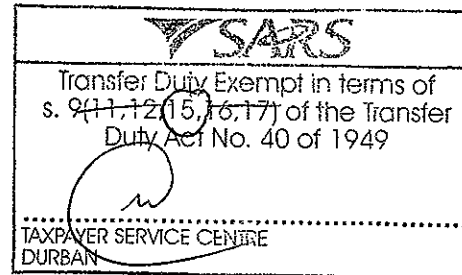
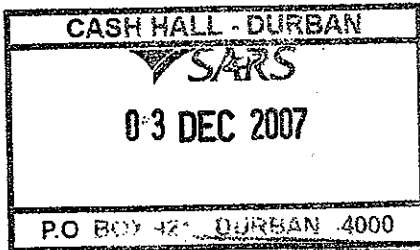
Declaration by Conveyancer/Attorney

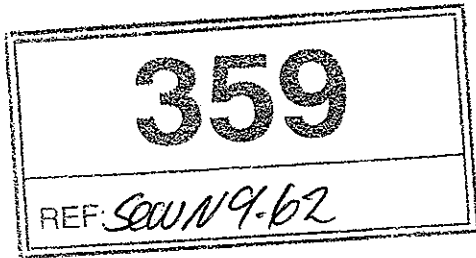
I **BEVERLEY DUGUID NELSON (Shepstone & Wylie)** (full name) hereby certify that this is a true copy of the transfer duty receipt / exemption certificate, drawn from the SARS website (e-filing only).

Signature

Date

RECEIPT/EXEMPTION





10
[Handwritten signature]

eTHEKWINI MUNICIPALITY - RATES CERTIFICATE



RCA No: 116478
 RCC No: 88178
 Rate No: 01-01626019
 Date of Issue: 2007/12/05
 Certificate valid to: 2008/06/30

This is to certify that all amounts due in connection with the property described hereunder for municipal service fees, surcharges on fees, property rates and other municipal taxes, levies and duties during the period 5 December 2005 to 5 December 2007 have been fully paid. The following sums remain charges upon the property by virtue of section 118(3) of the local government: Municipal Systems Act, 2000(Act 32 of 2000):-

o/vc
 Description: PORTION 1 OF ERF 10914 DURBAN, REGISTRATION DIVISION FU, PROVINCE OF KWAZULU-NATAL

Seller: NEWINVEST 181 (PROPRIETARY) LIMITED

Purchaser: WORLDSCO INVESTMENTS (PROPRIETARY) LIMITED:

Situated in the Registration Division of the City of Durban, within the area of jurisdiction of the eThekweni Municipality. The Certificate is in terms of Section 118 of the Local Government : Municipal Systems Act, 2000 (Act 32 of 2000) and Regulation 11 of Proclamation R293/1962.

Extent: 465.00 Square Metres Valuation: Land 379,500
 Building 752,500

Sub Code	Erf	Portion	Rem	Land Value	Build Value
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Conveyancer: Shepstone & Wylie
 RCC Delivery Method : Other

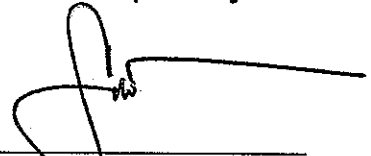
p.p. *[Signature]*
 DEPUTY CITY MANAGER : TREASURY

359

Shepstone & Wylie
Attorneys, Notaries & Conveyancers
Scotswood
35 Aliwal Street
DURBAN

359
REF: *SEWUN 9.62*

Prepared by me



CONVEYANCER
NELSON BD

FEES	
Stamp Duty.....	
Reg. <i>R500-00</i>	<i>8</i>
Waiver.....	
C/M Bond.....	

2008 -02- 01

B 003860/08

ABSA BANK LIMITED MORTGAGE BOND

BE IT HEREBY MADE KNOWN:

THAT **LAUREN ANN MALTBY**

appeared before me, REGISTRAR OF DEEDS at Pietermaritzburg, he, the said Appearer, being duly thereto authorised by a Special Power of Attorney executed at DURBAN on **1 DEC 2007**, and granted to him by -

WORLDSCO INVESTMENTS (PROPRIETARY) LIMITED
Registration Number 1993/000702/07

("the Mortgagor") which Power of Attorney was exhibited to me on this day.

1

CAUSE OF INDEBTEDNESS

The Appearer declared that the Mortgagor has become indebted to, and/or will from time to time become indebted to,

ABSA BANK LIMITED

Reg No 1986/004794/06

its successors or assigns ("the Bank"), which indebtedness arose and/or will arise from any cause whatsoever.

2

ACKNOWLEDGEMENT OF DEBT

The Appearer acknowledged and declared his principal, the Mortgagor, to be truly and lawfully held and firmly bound unto and in favour of the Bank and the security conferred by this bond, to be in the sum of **R1 813 200,00 (ONE MILLION EIGHT HUNDRED AND THIRTEEN THOUSAND TWO HUNDRED RAND)** or any lesser amount that may from time to time be owing ("the capital amount"), arising from any cause whatsoever, together with interest on the capital amount.

3

ADDITIONAL AMOUNT

The Appearer further declared the Mortgagor to be truly and lawfully held and firmly bound unto and in favour of the Bank in the additional amount of **R362 640,00 (THREE HUNDRED AND SIXTY TWO THOUSAND SIX HUNDRED AND FORTY RAND)** ("the additional amount") in respect of the following costs and similar causes, viz service fees, discount, commission, costs of legal proceedings (plus Value Added Tax thereon) and stamps in connection with the issue of any notices and demands in any legal process for the recovery of any amount secured under this bond, all moneys disbursed by the Bank in respect of stand licences, Government and Municipal rates and taxes and other charges in respect of the property mortgaged under this bond, insurance premiums and costs of repairs and maintenance, and, in general, all costs of maintaining and realising the property mortgaged under this bond.

4

CONTINUING COVERING BOND

This bond shall remain in force as continuing covering security for the capital amount, the interest thereon and the additional amount, notwithstanding any intermediate settlement, and, notwithstanding any intermediate settlement, this bond shall be and remain of full force, virtue and effect as a continuing security and covering bond for each and every sum in which the Mortgagor may now or hereafter become indebted to the Bank from any cause whatsoever to the amount of the capital amount, interest thereon and the additional amount.

5

JOINT AND SEVERAL LIABILITY

Should there be more than one Mortgagor under this bond then –

- 5.1 the liability of each Mortgagor shall be joint and several, unless otherwise agreed in writing;
- 5.2 all references in this bond to "the Mortgagor" shall be construed as references to all of the Mortgagors, jointly and severally, unless the context otherwise required.

6

REPAYMENT

The Mortgagor shall repay all amounts owing by him to the Bank and which are secured under this bond in accordance with the provisions of such written agreement or agreements as have been

concluded, or which may be concluded from time to time hereafter, between the Mortgagor and the Bank.

7

INTEREST

Interest on all amounts owing by the Mortgagor to the Bank and secured under this bond shall be calculated in the manner or manners and at the rate or rates determined or to be determined in terms of any written agreement or agreements concluded or to be concluded between the Bank and the Mortgagor from time to time and failing any such agreement shall be calculated in the manner or manners currently necessary and at the rate or rates currently charged by the Bank in respect of the relevant transaction, provided that such interest rate or rates shall not exceed the legal maximum rate.

8

DEFAULT

Unless otherwise agreed in writing, if the Mortgagor fails to observe or perform any of the terms or conditions of any written agreement or agreements between the Mortgagor and the Bank in respect of any amounts which are secured under this bond or if the Mortgagor fails to observe or perform any of the terms and conditions of this bond or of the Standard Mortgage Conditions hereinafter referred to or if the Mortgagor upon demand by the Bank fails to pay to the Bank any amount which is legally claimable by the Bank or if the Mortgagor fails to discharge any obligation or liability to the Bank on the due date thereof, then all the amounts which are secured under this bond shall, at the option of the Bank and without the Bank being required to give notice to the Mortgagor, immediately become payable in full, notwithstanding the exercise by the Bank of any other rights, and the Bank shall be entitled thereupon to institute proceedings for the recovery of all such amounts and for a court order declaring the mortgaged property executable.

9

PROOF OF INDEBTEDNESS

- 9.1 The amounts at any time owing by the Mortgagor to the Bank which are secured under this bond (including any interest and the rate or rates at which and the period or periods for which interest is calculable) and the fact that such indebtedness is due and payable may be determined and proved by a certificate signed by any manager of the Bank, whose appointment and authority to sign such certificate need not be proved.
- 9.2 Such certificate shall be accepted as proof of the facts stated therein, unless the Mortgagor is able to prove the facts incorrect.

10

DOMICILIUM CITANDI ET EXECUTANDI

The Mortgagor chooses for the service of all notices, communications or legal processes (*domicilium citandi et executandi*) for all purposes under this bond, as his address, the physical address of the mortgaged property or, should there be more than one mortgaged property, the physical address of any one of the mortgaged properties.

11

JURISDICTION

- 11.1 The Mortgagor consents in terms of section 45 of the Magistrates' Courts Act, No 32 of 1944, as amended, to the Bank instituting any legal proceedings for enforcing any of its rights under this bond in the Magistrate's Court of any district having jurisdiction in respect of the Mortgagor by virtue of section 28(1) of the aforesaid Act.
- 11.2 Notwithstanding the Mortgagor's consent to the jurisdiction of the Magistrate's Court aforementioned, the Bank shall have the right to institute legal proceedings against the Mortgagor in any other competent court having jurisdiction in the matter.

12

LEGAL COSTS

The Mortgagor shall be liable to the Bank for the payment of all legal costs to which the Bank may become lawfully entitled, including tracing costs and collection commission (plus Value Added Tax thereon), on the scale as between attorney and client.

13

PRESUMPTION OF DUE COMPLIANCE

In any court action by the Bank against the Mortgagor for the recovery of any amount which is secured under this bond -

- 13.1 it shall be presumed that the Bank has duly complied with all the terms and conditions of the relevant agreements referred to in 6 between it and the Mortgagor and with all the terms and conditions of this bond and with all the terms and conditions of the Standard Mortgage Conditions hereinafter referred to; and
- 13.2 it shall not be necessary for the Bank to produce proof of such compliance, unless the Mortgagor has placed the presumption of due compliance in dispute.

14

STANDARD MORTGAGE CONDITIONS

- 14.1 The Standard Mortgage Conditions of the Bank which have been filed in the Deeds Registry in which this bond is registered under reference BC9/2005 are applicable to and form part of this bond except insofar as any written agreement between the Mortgagor and the Bank may provide otherwise.
- 14.2 In the event of a conflict between the provisions of this bond and the provisions of the Standard Mortgage Conditions, the provisions of this bond shall prevail.
- 14.3 By his signature to the Power of Attorney authorising the registration of this bond the Mortgagor acknowledges that he has been provided with a copy of the Standard Mortgage Conditions referred to in 14.1.

15

MORTGAGED PROPERTY

As security for the due and prompt payment of the capital amount or any portion thereof, interest due thereon and the additional amount or any portion thereof which may be owing or payable at any time to the Bank, the Appearer on behalf of the Mortgagor hereby declares to bind specially as a **FIRST MORTGAGE**, the following immovable property: -

PORTION 1 OF ERF 10914 DURBAN, REGISTRATION DIVISION FU, PROVINCE OF KWAZULU-NATAL IN EXTENT 465 (FOUR HUNDRED AND SIXTY FIVE) SQUARE METRES

HELD BY Deed of Transfer T

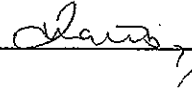
003770/08

SUBJECT TO THE CONDITIONS THEREIN CONTAINED.

IN WITNESS WHEREOF I, the said REGISTRAR, together with the Appearer qq have subscribed to these presents and have caused the seal of office to be affixed thereto.

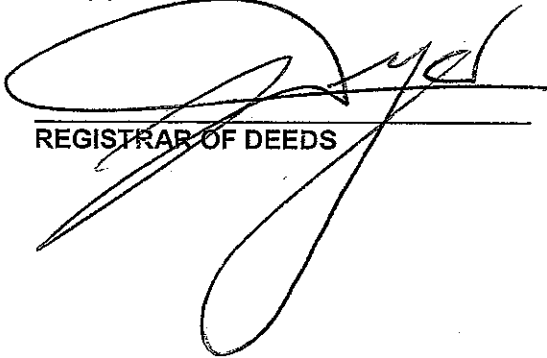
THUS DONE and EXECUTED at the office of the REGISTRAR OF DEEDS at Pietermaritzburg

on 2008-02-01



qq

In my presence.



REGISTRAR OF DEEDS