ANNEXURE B15

CCI DEVELOPMENT

Palace Group Chairman

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From: Elize Gillbanks <Elize.Gillbanks@cci-sa.co.za>
Sent: Thursday, 03 March 2016 12:43
To: chairman@palacegroup.co.za
Subject: RE: Potential development next to your CCI premises for business expansion

Thanks.

Elize Gillbanks Head of Facilities

T +27 31 286 0904
M +27 82 757 2569
E elize.gillbanks@cci-sa.co.za
www.cci-sa.co.za

CCI
SOUTH AFRICA

From: Palace Group Chairman [mailto:chairman@palacegroup.co.za]
Sent: 03 March 2016 12:41 PM
To: Elize Gillbanks <Elize.Gillbanks@cci-sa.co.za>
Subject: FW: Potential development next to your CCI premises for business expansion

From: Palace Group Chairman [mailto:chairman@palacegroup.co.za]
Sent: 24 February 2016 08:04 PM
To: 'Daniel Halfpenny' <Daniel.Halfpenny@cci-sa.co.za>
Cc: 'pes@palacegroup.co.za' <pes@palacegroup.co.za>
Subject: RE: Potential development next to your CCI premises for business expansion

Good evening Daniel

Our meeting of the 17th February 2016 refer.

Attached herein are the two draft agreements as discussed.

Kindly go through them and :

1. Advise us whether you would prefer to buy or enter into a lease; and
2. Check and send us any comments on either the agreement of sale or lease, depending what you have opted for.

Kindly discuss with us any issues that may arise out of the agreement (s) so that we may agree and update contents of the agreement (s) as necessary.

Please also update the agreement (s) with your details and that of the lessee or purchaser.

Hope to hear from you soon, i.e. by the 2nd March 2016 (instead of the planned 29th February 2016 as agreed at the meeting).

We are available to discuss any item (s) arising out of these agreements.

Looking forward to working with you and CCI Call Centres.

Kind Regards

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From: Daniel Halfpenny [mailto:Daniel.Halfpenny@cci-sa.co.za]
Sent: 12 February 2016 02:31 PM
To: chairman@palacegroup.co.za
Subject: RE: Potential development next to your CCI premises for business expansion

Yes that would be helpful

Daniel Halfpenny Finance Director

T +44 203 691 0659
M +27 72 573 4298
E Daniel.Halfpenny@cci-sa.co.za
www.cci-sa.co.za

SOUTH AFRICA

From: Palace Group Chairman [mailto:chairman@palacegroup.co.za]
Sent: 12 February 2016 13:46
To: Daniel Halfpenny <Daniel.Halfpenny@cci-sa.co.za>
Subject: RE: Potential development next to your CCI premises for business expansion

Daniel

Thank you for the meeting.

Should I bring the architect to the meeting to take your requirements?

Kind Regards
Mbuso

From: Daniel Halfpenny [mailto:Daniel.Halfpenny@cci-sa.co.za]
Sent: 12 February 2016 12:21 PM
To: chairman@palacegroup.co.za
Subject: RE: Potential development next to your CCI premises for business expansion

Mbuso,

Shall we meet next week? I'll send you a meeting invite.

Kind Regards,

Dan

Daniel Halfpenny Finance Director

T +44 203 691 0659
M +27 72 573 4298

Daniel.Halfpenny@cci-sa.co.za
www.cci-sa.co.za

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CCI
SOUTH AFRICA

From: Palace Group Chairman [mailto:chairman@palacegroup.co.za]
Sent: 10 February 2016 08:30
To: Daniel Halfpenny <Daniel.Halfpenny@cci-sa.co.za>
Subject: RE: Potential development next to your CCI premises for business expansion

Hi Daniel

I hope that you are fine and that your function with your customers went very well last week.

Just wanted to find out what your plans are with regards to taking up offices on our two or more stands at Umhlanga Parkview.

Kind Regards
Mbuso Dlamini

From: Daniel Halfpenny [mailto:Daniel.Halfpenny@cci-sa.co.za]
Sent: 22 January 2016 01:17 PM
To: chairman@palacegroup.co.za
Subject: RE: Potential development next to your CCI premises for business expansion

Hi Mbuso,

Many thanks for your email.
I have just returned from our head office in Mauritius. CCI are interested in the site. However, the proposal has to be put to our clients. The reason for this is that an adjoining site to our current building makes disaster recovery difficult.
I will let you know as soon we have spoken to them

Kind Regards,

Dan

Daniel Halfpenny Finance Director

T +44 203 691 0659
M +27 72 573 4298
E Daniel.Halfpenny@cci-sa.co.za
www.cci-sa.co.za

CCI
SOUTH AFRICA

From: Palace Group Chairman [mailto:chairman@palacegroup.co.za]
Sent: 22 January 2016 12:04
To: Daniel Halfpenny <Daniel.Halfpenny@cci-sa.co.za>
Subject: RE: Potential development next to your CCI premises for business expansion

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Dear Sir

I hope that you are fine; and that your board meeting went very well this week.

I am just following to find out which option you and the board would prefer with respect to your office expansion as discussed last week and per below email.

Kindly advise so we can start working together in the direction of your preference.

Kind Regards
Mbuso Dlamini
[redacted]

From: Palace Group Chairman [mailto:chairman@palacegroup.co.za]
Sent: 12 January 2016 12:24 PM
To: 'daniel.halfpenny@cci-sa.co.za' <daniel.halfpenny@cci-sa.co.za>
Cc: 'elize.gillbanks@cci-sa.co.za' <elize.gillbanks@cci-sa.co.za>
Subject: FW: Potential development next to your CCI premises for business expansion

Dear Mr Daniel Halfpenny

Thank you for the brief meeting we had at your offices this morning.

The discussion was fruitful and interesting.

As discussed :

1. See below the points as discussed;
2. With respect to the architect, your preferred architect would be incorporated in our technical team;
3. If you prefer that we work with a developer known to yourselves we would be happy to incorporate such developer in our team as a co-developer. I guess that what is important on this one, is the final price or rental per square meter, but we would be happy to work with your preferred developer if you had one.

I hope that these notes plus the information we have posted in the dropbox for you as well as printed will be of assistance to you for your board meeting and look forward to feedback from you on your proposed way forward after your board meeting next week.

Please do not hesitate to contact me / us should you require further information or meeting.

We look forward to working with you and your company.

From: Palace Group Chairman [mailto:chairman@palacegroup.co.za]
Sent: 15 December 2015 12:34 PM
To: 'elize.gillbanks@cci-sa.co.za' <elize.gillbanks@cci-sa.co.za>
Subject: Potential development next to your CCI premises for business expansion

Dear Elize

The short telecom we had a few minutes ago refer.

it was my pleasure talking to you.

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We are the owners of 40,000m^2 bulk on erven 2579, 2580, 2582, 2583 and 2522 as shown in various diagrams in the dropbox. This bulk is on 3.2Ha and we are allowed to do mixed use development up to a height of 6 storeys. We can also do the development in stages to meet your requirements or do a multi-tenanted development in which you take the space you require and others take the rest of the space; We would also be amenable to doing a development which is in line with your growth needs, as long as it meets our investment requirements, i.e. do your development in phases. We would be happy to engage with you to evaluate your planned requirements and map a way forward with this site as part as your growth node.

We have done the traffic impact studies, geotechnical investigations; and as you are aware, the site has all the services.

We see that you have done a very beautiful call centre CCI next to the site and we believe you might need to expand onto this site right now or very soon. We are available to enter into discussions early in the new year and we would be happy to meet you during the week of the 11th or 18th January 2016. Kindly advise which week and which day would suite you. I will send you a meeting request after this email for the 12th January 2016, please change the date and time to suit your schedule. I will also invite you again to dropbox with this updated information.

We are able to work with you on different scenarios, namely :

1. You can buy the land from us at R4k / m^2 (excluding VAT) giving a total of R160m (excluding VAT) for the full 40,000m^2 or you can buy part thatof to meet your current requirements; or
2. We can develop the land to your specifications / design requirements for you and sell the developed property to you at cost (no development costs added and thus keep your repayment on the bond low – we would be able t arrange the necessary finance for you and for your approval if you would like us to do so, otherwise you can arrange same yourselves); or
3. We can develop the land to your specifications / design requirements at cost and rent the developed property out to you (no development costs added and thus keep your monthly rental amount low) on a long term lease (period of the lease to be agreed between the parties).

Please advise if you would be interested and which of these three options you would prefer.

We trust that this is in line with what you require. Please do not hesitate to contact us should you require any further details.

Kindly acknowledge receipt and proposed way forward.

Kind regards,

Mbuso Dlamini, Pr. Eng., M.Sc. Eng., B.Sc. Eng.
Group Executive Chairman

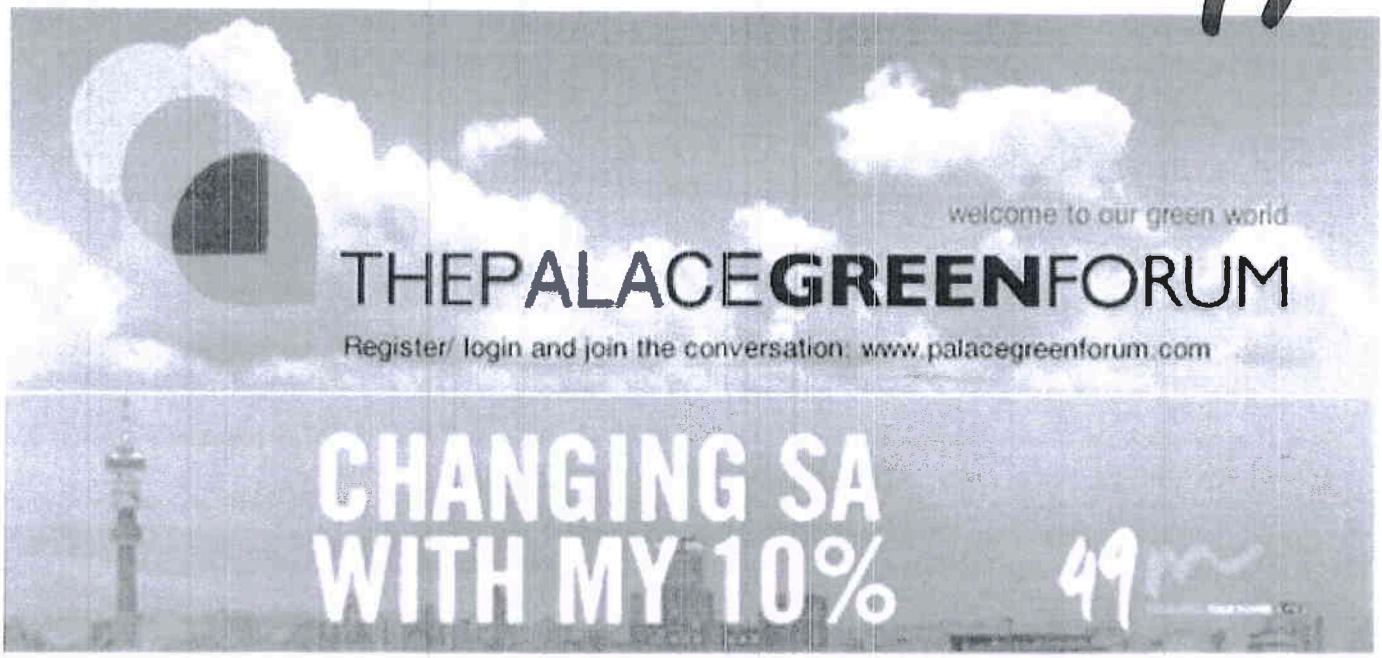
The Chairman's Office
email : chairman@palacegroup.co.za
mobile : (+27) 82 606 0492; skype : em.dlamini
website : www.palacegroup.co.za ;
www.palacegreenforum.com

PALACE GROUP

2nd Floor West Tower | Maude Street| Nelson Mandela Square | Sandton 2196 | RSA
P. O. Box 785553 | Sandton | 2146 | Tel: +27 11 881 5416 ; Fax : +27 86 671 0109

mk

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GREEN BUILDING COUNCIL
MEMBER ORGANISATION

Linked in facebook

Email disclaimer & Confidentiality Notice: http://www.palacegroup.co.za/pgemaildisclaimer.html

Kind Regards
Mbuso Dlamini
[redacted]

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M/C

AGREEMENT OF LEASE

1. Parties

The parties to this lease are

1.1. PEG HR Solutions Pty Ltd, Registration Number 2003/025572/07

("the Lessor"); and

1.2. CCI Call Centres, Registration Number

("the Lessee").

2. Interpretation

2.1. In this lease, except in a context indicating that some other meaning is intended,

2.1.1. "Associate" in relation to the Lessee means a company which is for the time being:

2.1.1.1. a subsidiary or holding company of the Lessee within the meaning ascribed to such terms in the Companies Act 71 of 2008; or

2.1.1.2. a subsidiary or holding company of a company referred to in 2.1.1.1 above;

2.1.2. "the Building" means the building to be constructed on the property in accordance with the provisions of clause 3;

2.1.3. "day" means any day of the week, excluding Sundays and public holidays;

2.1.4. "the Lease Period" means the period for which this lease subsists, including any period for which it is renewed;

2.2. "month" means a calendar month, and more specifically:

2.2.1. in reference to a number of months from a specific date, a calendar month commencing on that date or the same date of any subsequent month; and

2.2.2. in any other context, a month of the calendar, that is, one of the 12 months of the calendar; and

2.2.3. "monthly" has the corresponding meaning;

2.3. "the Premises" means the Building and the Property;

2.4. "the Property" means Erf 2579 and Erf 2580, Umhlanga Ridge Township, known as Umhlaba and Amanzi, measuring 4,075m and 4,175 square meters in extent (respectively) marked out on annexure B hereof with an X. The final decision on whether to use one of these sites or both sites will be finalised during the design stage of the building once the configuration of the building has been determined;

2.5. "the Rates" means the assessment rates payable on the Property and includes any other charges payable by the Lessor to the local authority (such as, but not limited to, refuse removal charges or sanitary fees), but not charges for water, electricity or gas;

2.6. "Rentable Area" in relation to the Premises or any part of the Premises means the area thereof determined in accordance with clause 18;

2.7. "Year" means a period of 12 consecutive months, and "yearly" refers to a year commencing on the date on which this lease comes into operation or any anniversary of that date;

2.8. references to notices, statements and other communications by or from the Lessor include notices by or from the Lessor's agent;

2.9. expressions in the singular also denote the plural, and vice versa;

2.10. words and phrases denoting natural persons refer also to juristic persons, and vice versa; and

2.11. pronouns of any gender include the corresponding pronouns of the other gender.

2.12. Any provision of this lease imposing a restraint, prohibition or restriction on the Lessee shall be so construed that the Lessee is not only bound to comply therewith but is also obliged to procure that the same restraint, prohibition or restriction is observed by everybody occupying or entering the Premises or any part thereof through, under, by arrangement with, or at the invitation of, the Lessee, including (without limiting the generality of this provision) its Associates and the directors, members, officers, employees, agents, customers and invitees of the Lessee or its Associates.

2.13. Clause headings appear in this lease for purposes of reference only and shall not influence the proper interpretation of the subject matter.

2.14. This lease shall be interpreted and applied in accordance with South African law.

3. **Construction of the building**

3.1. In this clause

3.1.1. "the Construction Works" means the construction of the building and improvements to the Property provided for in clause 3.2; and

3.1.2. "the Architect" means the architect engaged by the Lessor in connection with the Construction Works.

3.2. The Lessor shall cause a building to be constructed on the Property in accordance with the plans and specifications to be signed by the parties within 60 days of signature of this agreement.

3.3. If the cost to the Lessor of the Land plus Construction Works exceeds **R300m** (specify amount) the rent shall be increased **from the rental** as set out in **this lease agreement.**

3.4. The Lessor shall take all reasonable measures to have the Construction Works completed prior to the date fixed for the commencement of this lease, but if they are not completed by that date:

3.4.1. the commencement of this lease shall be delayed until such later date as the Lessor may reasonably specify on 30 (thirty) days' prior notice in writing to the Lessee;

3.4.2. the period of this lease shall still expire on the same date as that on which it should otherwise have expired;

3.4.3. the rent for the period from the date on which this lease commences until the end of the month in which that date falls ("the First Rental") shall be an amount which bears the same ratio to the rent that should otherwise have been payable for that month as the number of days in that period bears to the number of days in that month;

3.4.4. the First Rental shall be paid within 5 days after the date on which this lease has commenced;

3.4.5. the Lessor shall not be liable to the Lessee or any Associate of the Lessee for any damages whatsoever in consequence of the delay in the commencement of the lease, regardless of the cause thereof, whether or not the Lessee cancels or resiles from this lease in terms of clause 3.4.6; and

3.4.6. the Lessee shall not be entitled to cancel or resile from this lease by reason of the delay unless it extends beyond 6 (six) months after the date on which this lease should have commenced in the first instance, and may then do so with immediate effect on written notice to the Lessor (but not after the arrival of the date of commencement of the lease specified by the Lessor in terms of clause 3.4.1).

3.5. Any dispute between the parties about whether the construction works are complete at any time, when they were completed, the cost thereof to the Lessor, or the reasonableness of any date specified by the Lessor in terms of clause 3.4.1

shall be determined by the Architect, acting as an expert and not an arbitrator, and the certificate of the Architect on the matter in issue shall be final and binding on the parties.

4. **Letting and Hiring**

The Lessor lets and the Lessee hires the Premises on the terms of this lease.

5. **Duration**

This lease shall come into operation on 01 March 2018 (specify date) and shall subsist for 10 (ten) (specify) years and 1 (one) (specify) months from that date.

6. **Rent**

6.1 The rent shall be

6.1.1 R2 060 880.00 (two million sixty thousand eight hundred and eighty) RAND (excluding Value Added Tax) for each month of the first year of the Lease Period, for a building comprising 12,000 square metre Gross Building Area (GBA); and

6.1.2 An amount for each month of every subsequent year of the Lease Period which is 9% (nine) PERCENT greater than the amount of the rent for the last month of the preceding year.

6.2 The Lessee shall pay the rent monthly in advance on or before the 5th (specify) day of every month.

7. **Operating costs**

7.1. For the purposes of this clause 7

7.1.1. "the Operating Costs" means the reasonable costs (for which the Lessee is not otherwise liable in terms of this lease) incurred by the Lessor in connection with the ownership, management, maintenance, repair and operation of the Property and the Building, including, but not limited to, the Rates, Taxes, Levies and the costs of:

7.1.1.1. cleaning the Building and the Property;

7.1.1.2. providing security in respect of the Building;

7.1.1.3. maintaining lifts, if any;

7.1.1.4. repairing and maintaining air-conditioning and air-conditioning installations, if any;

7.1.1.5. insuring the Building;

7.1.1.6. providing electricity, water, gas, oil, or any necessary service to the Building;

7.1.1.7. maintaining internal and external roofs, walls and finishes;

(Specify any other reasonable costs which the lessor wishes to include specifically in the operating costs.)

and

7.2 The Lessee shall be obliged to contribute towards the Operating Costs incurred during the Lease Period by way of monthly payments to the Lessor in the amount of the Lessee's Contribution, payable monthly in advance together with and in addition to the rent.

7.3 Any dispute between the Lessor and the Lessee concerning the Lessee's liability for any amount claimed by the Lessor under this clause 7, whether related to reasonableness or any other factor or fact, shall be determined by the Lessor's auditors acting as experts and not as arbitrators and their decision shall be final and binding on the parties, provided that

7.3.1 such auditors will have made such determination in good faith and after taking all reasonable measures to verify the relevant information; and

7.3.2 if the dispute is determined in favour, or substantially in favour, of the Lessor, the Lessee shall bear, and pay on demand to the Lessor or its auditors, the reasonable costs of the determination and all expenses incurred by the auditors in connection therewith.

8 Additional charges

In addition to paying the rent and other amounts, the Lessee shall reimburse the Lessor, monthly in arrear, within (specify) days after receiving an account from the Lessor reflecting the amount(s) so payable, with the cost of all levies, rates, taxes, electricity, water and gas consumed on the Premises, determined at prevailing municipal rates.

9 Payments

9.2 All payments due by the Lessee to the Lessor under this lease shall be made to (specify lessor or agent) at (specify place) or to such other person, if any, at such other place, is any, as the Lessor has designated for the time being by written notice to the Lessee.

9.3 The Lessee shall not withhold, defer, or make any deduction from any payment due to the Lessor, whether or not the Lessor is indebted to the Lessee or in breach of any obligation to the Lessee.

9.4 The rent and all other amounts payable by the Lessee under this lease shall be inclusive of value-added tax in so far as it is applicable.

9.5 The Lessee shall be liable for interest on all overdue amounts payable under this lease at a rate per annum of 2% (two) PERCENT above the lending (specify) rate per annum of Standard Bank (name of bank) from time to time, reckoned from the due dates of such amounts until they are respectively paid.

10 Deposit

10.2 On entering into this lease the Lessee shall pay the Lessor a deposit of R4 121 760.00 (four million one hundred and twenty one thousand seven hundred and sixty) RAND (excluding Value Added Tax), which amount the Lessor may apply, in whole or part, in meeting any payment due by the Lessee to the Lessor at any time during the Lease Period or after the termination of this lease.

10.3 Whenever during the Lease Period the deposit is so applied in whole or part, the Lessee shall on demand reinstate the deposit to its original amount.

10.4 As soon as all the obligations of the Lessee to the Lessor have been discharged

following the termination of this lease, the Lessor shall refund to the Lessee, free of interest, so much of the deposit as has not been applied in terms of the above provisions.

11 Insurance

11.2 The Lessee shall not keep or do in or about the Premises anything which is liable to enhance any of the risks against which the Building is insured for the time being to the extent that such insurance is rendered void or voidable or the premiums of such insurance are, or become liable to be, increased.

11.3 Without prejudice to any other right of action or remedy which the Lessor may have arising out of a breach of the aforegoing provision, the Lessor may recover from the Lessee on demand the full amount of any increase in insurance premiums in respect of the Building attributable to such breach.

11.4 For the purposes of the above provisions, the Lessee shall be entitled to assume that the Building is at all material times insured against such risks, on such terms, for such amounts, and at such premiums as are for the time being usual in respect of similar buildings in similar locations.

12 Assignment and subletting

12.2 The Lessee shall not be entitled, except with the prior written consent of the Lessor,

12.2.1 to cede or assign all or any of the rights and obligations of the Lessee under this lease; or

12.2.2 to sublet or give up possession of the Premises, in whole or part, to any third party which is not an Associate of the Lessee.

12.3 The Lessor shall not, however, unreasonably withhold its consent to a subletting of the whole of the Premises to any third party.

13 Sundry obligations of the lessee

The Lessee shall:

13.2 keep the Premises clean and tidy;

13.3 not use the Premises or allow them to be used, in whole or part, for any purpose other than that of a call centre;

13.4 not bring into the Building any article which, by reason of its weight or other characteristics, is liable to cause damage to the Building;

13.5 not contravene any of the conditions of title of the Property or any of the laws, rules or regulations affecting owners, tenants or occupiers of the Property or the Building;

13.6 not cause or commit any nuisance on the Property or cause any annoyance or discomfort to tenants or occupiers of adjoining buildings, if any;

13.7 not leave refuse or allow it to accumulate in or about the Premises except in the refuse bins provided;

13.8 refrain from interfering with the electrical, plumbing or gas installations or systems serving the Premises, except as may be necessary to enable the Lessee to carry out its obligations of maintenance and repair in terms of this lease;

13.9 take all reasonable measures to prevent blockages and obstructions from occurring in the drains, sewerage pipes and water pipes serving the Premises;

13.10 provide at the Lessee's own expense all electric, fluorescent and incandescent light bulbs required in the Premises;

13.11 responsible for all glass, both internal and external, on the Premises, including all mirrors, shop fronts, and window panels;

13.12 comply with all laws and regulations relating to

13.12.1 the manufacture and handling of hazardous materials or articles;

13.12.2 the layout of building premises and equipment situated therein; and

13.12.3 the installation or provision of safety, health and fire-fighting equipment and other similar facilities in the Premises.

14 Maintenance and repairs

14.2 The Lessee shall at its own expense and without recourse to the Lessor:

14.2.1 throughout the Lease Period maintain in good order and condition (if applicable, the Property including the grounds and gardens and) the interior (if applicable, and exterior) of the Building and all parts thereof, including (without limitation of the generality of this obligation) windows, doors, (if applicable, roofs,) appurtenances, fixtures and fittings contained in the Building;

14.2.2 promptly repair or make good all damage occurring in the Premises from time to time during the Lease Period, whatever the cause of such damage, and including damage to any part of (if applicable, the Property and) the interior (if applicable, and exterior) of the Building or to any window, door, (if applicable, roof,) appurtenance, fixture or fitting, and replace all such items (as well as any keys) which have been broken, lost or destroyed (again regardless of cause); and

14.2.3 on the termination of this lease, howsoever and whenever it terminates, return the Premises and all such parts thereof (including all keys) to the Lessor in good order, condition and repair, fair wear and tear excepted.

14.3 If the Lessee notifies the Lessor in writing within 25 (twenty five) days after having taken possession of the Premises of the need for any repairs to or in the Premises or of the fact that any part of the Building, including any lock, key, door, window, appurtenance, fixture of fitting, is damaged, missing, or out of order, the Lessor shall promptly cause the necessary repair or replacement to be effected at the Lessor's own expense. If or in so far as the Lessee does not give such notice, the Lessee shall be deemed to have acknowledged that the Premises and all parts thereof were intact, in place, and in good order, condition and repair when the Lessee took possession of the Premises under this lease.

14.4 The Lessor shall be responsible for the maintenance of, and for all repairs and replacements becoming necessary from time to time in or to, the Building and all

parts thereof other than those which are the responsibility for the time being of the Lessee or of the local authority, and the Lessor's obligations in this respect shall include the maintenance and repair of the structure of the Building, all systems, works and installations contained therein, (the roofs, the exterior walls and the grounds and gardens.

14.5 The Lessor shall not, however, be in breach of clause 14.3 in so far as any of its obligations thereunder is not or cannot be fulfilled by reason of any vis major or the acts or omissions of others over whom the Lessor has no direct authority or control, and where the Lessor is indeed in breach of clause 14.3, the Lessee's only remedy against the Lessor shall be a right of action for specific performance.

14.6 Should the Lessee fail to carry out any of its obligations under this lease with regard to any maintenance, repair or replacement, the Lessor shall be entitled, without prejudice to any of its other rights or remedies, to effect the required item of maintenance, repair or replacement and to recover the cost thereof from the Lessee on demand.

15 **Alterations, additions and improvements**

15.2 The Lessee shall not make any alterations or additions to the Premises without the Lessor's prior written consent, but the Lessor shall not with- hold its consent unreasonably to an alteration or addition which is not structural.

15.3 If the Lessee does alter, add to, or improve the Premises in any way, whether in breach of clause 15.1 or not, the Lessee shall, if so required in writing by the Lessor, restore the Premises on the termination of this lease to their condition as it was prior to such alteration, addition or improvement having been made. The Lessor's requirement in this regard may be communicated to the Lessee at any time, but not later than the 25th day after the Lessee has delivered up the Premises pursuant to the termination of this lease; and this clause 15.2 shall not be construed as excluding any other or further remedy which the Lessor may have in consequence of a breach by the Lessee in clause 15.1.

15.4 Save for any improvement which is removed from the Premises as required by the Lessor in terms of clause 15.2, all improvements made to the Premises shall belong to the Lessor and may not be removed from the Premises at any time. The Lessee shall not, whatever the circumstances, have any claim against the Lessor for compensation for any improvement to the Premises, unless the improvement was made with the Lessor's prior written consent, nor shall the Lessee have a right of retention in respect of any improvements.

16 **Exclusion of lessor from certain liability and indemnity**

16.2 The Lessee shall have no claim for damages against the Lessor and may not withhold or delay any payment due to the Lessor by reason directly or indirectly of:

16.2.1 a breach by the Lessor of any of its obligations under this lease;

16.2.2 any act or omission of the Lessor or any agent or servant of, or contractor to, the Lessor, whether or not negligent, or otherwise actionable at law, and including (without limiting the generality of the aforegoing) any act or omission of any cleaner, maintenance person, handyman, artisan, labourer, workman, watchman, guard or caretaker;

16.2.3 the condition or state of repair at any time of the Premises or any part of the Premises;

16.2.4 any failure or suspension of, or any interruption in, the supply of water, electricity, gas, air-conditioning, heating, or any other amenity or service to the Premises, or any part of the Premises, (including, without generality being limited, any cleaning service), whatever the cause;

16.2.5 any breakdown of, or interruption in the operation of, any machinery, plant, equipment, installation or system situated in or on, or serving, the Premises or any part of the Premises, and including (but without limiting the generality of the aforegoing) any lift, geyser, boiler, burglar alarm, or security installation or system, again regardless of cause;

16.2.6 any interruption of, or interference with, the enjoyment or beneficial occupation of the Premises or any part of the Premises caused by any building operations or other works to or in the Building or elsewhere on or about the Property, whether by the Lessor or by anybody else; or

16.2.7 any other event or circumstances whatsoever occurring, or failing to occur, upon, in, or about the Property, the Building, or the Premises, whether or not the Lessor could otherwise have been held liable for such occurrence or failure,

and the Lessee indemnifies the Lessor against all liability to any of the Associates, directors, members, agents, customers, servants, guests and other invitees of the Lessee or of any of its Associates, and all other persons who may enter upon the Premises or any parts thereof through or under the Lessee, in consequence of any such matter as is referred to in clauses 16.1.1 to 16.1.7 above.

16.3 The Lessor shall not, however, be excused from specific performance of any of its obligations under this lease, whether express or implied, and particularly (but not only) its obligations to afford the Lessee occupation and enjoyment of the Premises as contemplated by this lease and to carry out such maintenance and repairs as are incumbent upon the Lessor in terms hereof; and if the Lessor fails to carry out any such obligation of maintenance or repair with reasonable speed or efficiency, and persists in such default after reasonable notice in writing requiring that it be remedied, the Lessee may cause the necessary maintenance or repair (including any incidental or necessary replacement) to be carried out and may then recover the reasonable cost thereof from the Lessor on demand.

16.4 The Lessor does not warrant that the Premises will be suitable for the purposes of the Lessee or any of its Associates or that the Lessee or any of its Associates will be granted any licence or consent which may be necessary for the carrying on of any business or activity in the Premises.

17 Lessor's rights of entry and carrying out of works

17.2 The Lessor's representatives, agents, servants and contractors may at all reasonable times, without thereby giving rise to any claim or right of action on the part of the Lessee or any other occupier of the Premises enter the Premises, or any part of the Premises, in order to inspect them, to carry out any necessary repairs, replacements or other works, or to perform any other lawful function in the bona fide interests of the Lessor. The Lessor shall ensure that this right is exercised with due regard for, and a minimum of interference with, the beneficial enjoyment of the Premises by those in occupation thereof.

17.3 The Lessor shall not, however, cause or allow any major building works to be carried out anywhere upon the Property for a duration longer than 2 (two) months (specify period) from the date of their commencement unless.

17.3.1 such works are necessary and do not merely involve additions to the Building, the construction of additional buildings, or redecoration of a solely aesthetic nature; or

17.3.2 the Lessee has consented otherwise in writing.

18 Area of the premises

If it is necessary in terms of this lease to determine the area, in square metres, of the Building or any other part of the Premises, such determination shall be made according to the, SAPOA standard method for measuring floor areas. Any dispute between the Lessor and the Lessee as to any such area shall be determined by an independent architect, acting as expert and not arbitrator, whose certificate as to such area shall be final and binding on the parties. If the parties fail to agree on the identity of such architect, he shall be appointed by the Executive Director for the time being of the South African Institute of Architects.

19 Rules

19.2 The Lessee shall at all material times comply with such reasonable rules and regulations as are laid down in writing by or on behalf of the Lessor for observance by the Lessee and other occupiers of the Property, their customers

and their invitees, including (without generality being limited) rules and regulations in connection with

19.2.1 the security of the Property and the protection of persons and property thereon, including in particular (again without generality being restricted) any rules for the control and identification of persons and vehicles entering the Property or any parts thereof;

19.2.2 the driving and parking of vehicles on or about the Property;

19.2.3 the utilisation of amenities and facilities on the Property; and

19.2.4 the air-conditioning plant, if any, servicing the Building.

19.3 Clause 19.1 shall not be construed as implying that the Lessor assumes any liability which it would not otherwise have had in connection with the subject matter of any such rule or regulation.

20 Parking and loading

20.2 The Lessee shall throughout the Lease Period have the exclusive use 284 (two hundred and eight four) or more parking bays in and about the building at an initial monthly rental of R850.00 (eight hundred and fifty) RAND per parking bay, payable in addition to, and increasing from time to time simultaneously with and proportionately to, the rent for the Premises (whatever the cause or basis of such increase).

20.3 All the terms of this lease relating to the Premises themselves shall apply mutatis mutandis to the parking bay(s) referred to in clause 20.1 except those which are obviously inapplicable.

20.4 Without derogation from any rules or regulations in force for the time being as envisaged in clause 19.1, the Lessee shall procure that the loading and off-loading of merchandise, raw materials and other articles in connection with the business carried on in the Premises are carried out:

20.4.1 only in the bay(s) let to the Lessee in terms of clause 20.1; and

20.4.2 with due regard and consideration for the interests of the general public.

20.5 The arrangements in terms of clause 20.1 shall in all events terminate simultaneously with this lease in so far as it relates to the Premises.

21 Damage to or destruction of premises

21.2 If the Premises are destroyed or so damaged that they can no longer be beneficially occupied, this lease shall terminate when that happens unless the parties agree otherwise in writing.

21.3 If the Premises are significantly damaged but can still be beneficially occupied, this lease shall remain in force and the Lessor shall repair the damage without undue delay but the rent shall be abated so as to compensate the Lessee fairly for the effects of the damage and repair work on the enjoyment of the Premises. Failing agreement on such abatement or on the applicability of this clause to any particular circumstances, the matter shall be referred to an expert appointed by the parties jointly, or, if they do not agree on such appointment, nominated by the President for the time being of The Institute of Estate Agents of South Africa, and the decision of such expert shall be final and binding. The expert's fees and disbursements, including any inspection costs, shall be borne and paid by the parties in equal shares. Pending determination of the abatement the Lessee shall continue to pay the full rent for the Premises as if they had not been damaged (or be excused from the payment of rent for the Premises), and as soon as the matter has been resolved the Lessor shall make the appropriate repayment to the Lessee (or the Lessee shall make up the arrears in the rent as abated).

21.4 Subject to clause 16, if any damage to the Premises or the destruction thereof is caused by an act or omission for which either party is responsible in terms of this lease or in law, the other party shall not be precluded by reason of any of the aforegoing provisions of this clause 21 from exercising or pursuing any alternative or additional right of action or remedy available to the latter party

under the circumstances (whether in terms of this lease or in law).

22 Special remedy for breach

22.2 Should the Lessee default in any payment due under this lease or be in breach of its terms in any other way, and fail to remedy such default or breach within 25 days after receiving a written demand that it be remedied, the Lessor shall be entitled, without prejudice to any alternative or additional right of action or remedy available to the Lessor under the circumstances without further notice, to cancel this lease with immediate effect, be repossessed of the Premises, and recover from the Lessee damages for the default or breach and the cancellation of this lease.

22.3 Clause 22.1 shall not be construed as excluding the ordinary lawful consequences of a breach of this lease by either party (save any such consequences as are expressly excluded by any of the other provisions of this lease) and in particular any right of cancellation of this lease on the ground of a material breach going to the root of this lease.

22.4 In the event of the Lessor having cancelled this lease justifiably but the Lessee remaining in occupation of the Premises, with or without disputing the cancellation, and continuing to tender payments of rent and any other amounts which would have been payable to the Lessor but for the cancellation, the Lessor may accept such payments without prejudice to and without affecting the cancellation, in all respects as if they had been payments on account of the damages suffered by the Lessor by reason of the unlawful holding over on the part of the Lessee.

23 Option of renewal

23.2 The Lessee shall have the right to renew this lease upon the terms and subject to the conditions set out below.

23.3 The period for which this lease may be so renewed is 5 (five) years commencing on the date immediately following the date of expiry of the initial term of this lease.

23.4 All the terms of this lease shall continue to apply during the renewal period, save

that:

23.4.1 the rent shall be the rental paid in the last month of the lease escalated at the same rate as detailed in the lease; and

23.4.2 there shall be no further right of renewal.

23.5 The right of renewal shall be exercised by notice in writing from the Lessee to the Lessor given and received not later than at least 3 (three) months prior to the date on which the renewal period is to commence, and shall lapse if not so exercised.

23.6 If the right of renewal is duly exercised, this lease shall be renewed automatically and without the need for any further act of the parties.

23.7 The Lessee may not, however, exercise the right of renewal while in breach or default of any of the terms of this lease.

23.8 If this lease does not endure at least for the full term for which it is initially contracted, the right of renewal shall lapse and any notice of exercise thereof given prior to such lapsing shall be null and void.

24 New tenants and purchasers

The Lessee shall at all reasonable times

24.2 during the Lease Period, allow prospective purchasers of the Property or of any shares or other interests in the Lessor; and

24.3 during the last 12 (twelve) months of the Lease Period, allow prospective tenants or purchasers of the Premises,to enter and view the interior of the Premises.

25 Costs

The legal costs incurred in the preparation of this lease and the stamp duty payable thereon shall be borne and paid by the lessor.

26 Domicilia and notices

26.2 The parties choose as their domicilia citandi et executandi the addresses

mentioned in clause 26.2 below, provided that such domicilium of either party may be changed by written notice from such party to the other party with effect from the date of receipt or deemed receipt by the latter of such notice.

26.3

26.3.1 The Lessor : (specify full physical address) 2nd Floor, West Tower, Maude Street, Nelson Mandela Square, Sandton. 2196. Gauteng Province. Republic of South Africa.

26.3.2 The Lessee: (specify full physical address)

_____

_____

_____

26.4 Any notice, acceptance, demand or other communication properly addressed by either party to the other party at the latter's domicilium in terms hereof for the time being and sent by prepaid registered post shall be deemed to be received by the latter on the 5th business day following the date of posting thereof. This provision shall not be construed as precluding the utilisation of other means and methods (including telefacsimile) for the transmission or delivery of notices, acceptances, demands and other communications, but no presumption of delivery shall arise if any such other means or method is used.

27 Whole agreement

27.2 This is the entire agreement between the parties.

27.3 Neither party relies in entering into this agreement on any warranties, representations, disclosures or expressions of opinion which have not been incorporated into this agreement as warranties or undertakings.

27.4 No variation or consensual cancellation of this agreement shall be of any force or effect unless reduced to writing and signed by both parties.

28 Non-waiver

28.2 Neither party shall be regarded as having waived, or be precluded in any way from exercising, any right under or arising from this lease by reason of such party having at any time granted any extension of time for, or having shown any indulgence to, the other party with reference to any payment or performance hereunder, or having failed to enforce, or delayed in the enforcement of, any right of action against the other party.

28.3 The failure of either party to comply with any non-material provision of this lease shall not excuse the other party from performing the latter's obligations hereunder fully and timeously.

29 Warranty of authority

The person signing this lease on behalf of the Lessor expressly warrants his authority to do so.

30 Suretyship

This lease is subject to the suspensive condition that _____(full name of surety and co-principal debtor) becomes bound to the Lessor in writing as surety and co-principal debtor for all the obligations of the Lessee to the Lessor under this lease as well as those arising in consequence of any termination thereof. If that condition remains unfulfilled by _____a date within 60 days from the signing of the lease agreement or any later time and date agreed upon between the parties in writing, this lease shall not come into operation but shall be null and void save that the Lessee shall then solely bear and pay, or reimburse the Lessor on demand with, the costs of this lease and the Lessor's expenses in reletting the Premises, including any agent's commission and advertising costs.

31 Sale of premises

The validity of this lease shall not in any way be affected by the transfer of the Premises from the Lessor pursuant to a sale thereof. It shall accordingly, upon registration of transfer of the Premises into the name of the purchaser, remain of full

force and effect save that the purchaser shall be substituted as lessor and acquire all rights and be liable to fulfil all the obligations which the Lessor, as lessor, enjoyed against or was liable to fulfil in favour of the Lessee in terms of the lease.

32 Termination by death or insolvency

32.2 This lease shall not terminate with the death of either the Lessor or the Lessee. The executor of the deceased Lessee's estate shall have the option, depending upon the circumstances of the estate, either to abide by the contract for the remainder period of the lease (the successor or successors of the Lessee assuming his rights and obligations) or to cancel this lease by giving the Lessor 6 (six) months written notice of termination, such notice to be given not more than 2 (two) months after the death of the Lessee.

32.3 The insolvency of either the Lessor or the Lessee shall not terminate this lease. However, the trustee of the Lessee's insolvent estate shall have the option to terminate this lease by notice in writing to the Lessor. If the trustee does not within three months of his appointment as trustee notify the Lessor that he desires to continue with the lease on behalf of the estate, he shall be deemed to have terminated the lease at the end of the three months if so elected by the Lessor.

AGREEMENT OF LEASE : PEG HR SOLUTIONS AND CCI CALL CENTRES

SIGNED at _____ on this _____day of _____2016 in the presence of the undersigned witnesses

Witnesses:		
1		
2		
(Signatures of witnesses)		(Signature of Lessor)

SIGNED at _____ on this _____day of _____2016 in the presence of the undersigned witnesses

Witnesses:		
1		
2		
(Signatures of witnesses)		(Signature of Lessee)

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OFFER TO PURCHASE

(Agreement of sale upon acceptance)

Made and entered into by and between

PEG HR Solutions Pty Ltd

(Registration Number 2003/025572/07)

Physical Address (where formal notices in relation to the Contract can be sent) :

2nd Floor, West Tower, Maude Street, Nelson Mandela Square, Sandton. 2196. Gauteng Province, Republic of South Africa

And

CCI Call Centres

(Registration Number)

Physical Address (where formal notices in relation to the Contract can be sent) :

The Purchaser warrants/promises that the above information is true and correct and undertakes to advise the Seller's Attorneys immediately upon any changes thereto.

Now therefore the parties agree as follows:

1. **DEFINITIONS**

In this Agreement, unless in consistent with or otherwise indicated by the context, a.

1.1. "**Agreement** " means Agreement of Sale

1.2. "**Building Contract** " means the building contract entered into between the Purchaser and the Contractor as contemplated in clause 13 below.

1.3. "**Building Contract Price**" means an amount not less than R268 972 800.00 (two hundred and sixty eight million nine hundred and seventy two thousand and eight hundred rand) for a 12,000 square meter Gross Building Area (GBA) including parking bays.

1.4. "**Total Contract Sum**" shall be the Land Price plus the Building Contract Price, as provided in clause 1.3 and 1.9, plus any variations hereto.

1.5. "**Development**" means the commercial development to be developed on Erf 2579 and 2580 Umhlanga Ridge (the decision to use one or both sites will be finalized during the design stage of the building once the configuration of the building determined) to be known as **Umhlaba**

1.6. "**initial deposit**" means R108 815 098.00

(one hundred and eight million eight hundred and fifteen thousand and ninety eight rand), being 34.2% of the Total Contract Sum.

1.7. "**Land/ the Erf/ Property**" means Erf Township, known as Umhlanga Ridge, measuring 4,075 and 4,175 square metres in extent respectively, marked out on annexure B hereof with an x.

1.8. "**Loan Amount** "means R209 357 702.00(two hundred and nine million three hundred and fifty seven thousand seven hundred and two rand)

1.9. "**Land Price**" means R49 200 000.00 (forty nine million two hundred thousand rand) which is the purchase price of the Land only. The Building Contract Price is payable in addition to this to make up the Total Contract Sum.

1.10. "**Seller's Attorneys** " means **Webber Wentzel** Tel : 011 530 5000.

1.11 Clause headings have been inserted for reference purposes only and shall not be taken into account in interpreting this Agreement;

1.12 Words signifying the singular shall include the plural and vice versa and words importing one gender shall include the others.

2 OFFER

2.1 The Purchaser hereby offers to purchase from the Seller the Property, subject to the conditions and provisions set out in this agreement, and subject to all the conditions of title, township establishment conditions and servitudes applicable thereto.

(These conditions limit the full of ownership of the Property and may limit the use and enjoyment of the Property.)

2.2 On the signature by the Seller of this Offer to Purchase a valid contract of purchase and sale in terms thereof shall immediately come into full force and effect between the parties and it shall not be necessary for the Seller to communicate the fact of this acceptance to the Purchaser.

2.3 The Seller will provide to the Purchaser, as soon as reasonably possible, a copy of the sale agreement duly signed by the Seller.

2.4 The Seller shall not be responsible for pointing out or indicating the position of any surveyor's beacons or pegs in respect of the Land and/or the boundaries thereof.

3 PURCHASE PRICE

3.1 The Purchase Price shall be payable on registration of transfer of the Property into the name of the Purchaser and will be secured as follows:

3.1.1 an initial deposit is payable in cash within 2 (two) working days from the date of signature hereof.

3.1.1 The balance of the Purchase Price shall be secured by an approved bank or any other acceptable guarantee in favour of the Seller, or its nominee, delivered to the Seller's Attorneys within 7 (seven) days of being called to do so, after fulfilment of the suspensive conditions. The guarantee is to be expressed as being payable against registration of the transfer of the Property into the name of the Purchaser; or the balance may be paid in cash within 7 days of being called to do so after fulfillment of the suspensive conditions.

3.1.2 All cash payments are to be made in cash to the Seller's Attorneys without deduction or set off, and shall be invested by the Seller's Attorneys in terms of Section 78(2A) of the Attorneys Act, No.53 of 1979 in an interest bearing account with a recognized financial institution, with interest accruing to the Purchaser until date of payment.

3.1.3 All due dates for payment may be extended by the Seller in its sole discretion.

4 VAT

The Purchase Price is exclusive of Value Added Tax ("VAT") (if applicable) or Transfer Duty.

5 SUSPENSIVE CONDITIONS

This agreement in conditional and subject to:

5.1 The Purchaser obtaining a loan from a recognized Financial Service Provider for a loan not less than the Loan Amount, which may include a building loan to be secured by the registration of a mortgage bond over the Property on the grantor's (bank's) standard terms and conditions, which loan approval is to be confirmed by the relevant financial institution within 21 (twenty one) days of signature of the Agreement and Building Agreement referred to in clause 13 below, or such extended period which the Seller in its sole discretion may determine. In this regard:

5.1.1 The Purchaser undertakes to sign all necessary documents for the purpose of applying for the mortgage bond upon demand and herewith grants the Seller power of attorney to apply for the mortgage bond on the Purchaser's behalf.

5.1.2 The Purchaser undertakes to provide the Seller with all necessary information, on demand, and promises that the information so provided shall be true, accurate and correct. The Purchaser grants the relevant financial institution or the Seller consent to undertake the necessary credit enquiry with regard to this mortgage bond application and sale.

5.1.3 The Purchaser acknowledges that the difference, if any, between the Total Contract Sum (that is the Purchase Price of the Property and the Building Contract Price) and the bond the difference must be paid firstly to the Purchase Price of the Land and if this difference is greater than the Land Purchase Price then to the first part of the building contract before any payments whatsoever are requested from the bankers in terms of the bond.

5.2 The Purchaser warrants that:

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5.2.1 He is aware of and understands the customary requirements of Banks regarding eligibility for loan finance based on income, credit ratings and other qualifications; and

5.2.2 That to the best of its knowledge and belief he is eligible for the Loan Amount and on the terms and conditions contemplated in this agreement.

5.2.3 This condition shall be deemed to be fulfilled immediately if a letter is issued by a financial institution stating that the loan has been approved in principle. Should the Purchaser refuse the loan after same has been approved, or instruct the bank to withdraw or suspend or delay the registration of the said bond for any reason, this suspensive condition will be deemed to have been fulfilled as at the date of the loan approval in principle.

5.2.4 If the Conditions precedents are not fulfilled, this agreement will lapse and be of no force and effect, and the deposit paid by the Purchaser will be refunded to him with any interest accrued thereon.

5.2.5 The parties will use their best endeavours to procure fulfillment of these suspensive conditions.

6 TRANSFER

6.1 The Property shall be transferred into the name of the Purchaser by the Seller's Attorneys as soon as possible after the Purchaser has furnished the guarantee referred to above and subject to paragraph 5 above.

6.2 The Purchaser undertakes to sign all documents relating to the transfer and to pay such contribution towards rates, municipal charges and levies if required to do

6.3 The Seller shall be liable for payment of transfer and bond costs to the Seller's attorney Thomson Wilks Inc, including rates, taxes, any imposts, levies, etc payable in advance and general costs incidental to transfer. It is required that the financial institution granting the mortgage loan to the Purchaser, instructs the Seller's Attorneys to attend to the registration of such mortgage bond; If an attorney other than Thomson Wilks Inc is instructed by the financial institution the purchaser will pay the bond costs.

6.4 From the date of transfer of the Land:

6.4.1 the risk shall pass to the Purchaser; and

6.4.2 the Purchaser shall be liable for all rates, taxes and levies in respect thereof.

6.5 Despite the provisions of clause 6.1 and 6.2 the Seller shall be entitled in its discretion to effect transfer only after the Purchaser has complied with all its obligations in terms of the Building Agreement referred to in clause 13 below.

7 ACTING ON BEHALF OF A COMPANY OR CLOSE CORPORATION TO BE FORMED

7.1 If the Purchaser acts for a Company to be formed, the Purchaser shall be personally bound and liable as Purchaser in terms hereof until this agreement has been adopted and ratified (approved) by the Company:

7.1.1 The Purchaser shall cause such Company to be formed within 30 (thirty) days from date of signing this agreement and that after incorporation, shall ensure that this agreement is ratified and adopted and that the Seller is informed of such ratification and adoption no later than7 (seven) days after date of incorporation failing which the Purchaser shall be personally liable to take transfer and to comply with all the provisions of this Agreement.

7.1.2 The Purchaser undertakes to sign all documents of suretyship, co-principal debtorship, or otherwise which may be required by any mortgagee/s contemplated in this agreement so as to ensure the fulfilment of any conditions/s to which this agreement may be subject.

7.2 After incorporation of the Company and ratification and adoption of this agreement in terms of the provision of clause7.1 above, the persons having signed this Agreement shall be deemed to be personally bound to the Seller by signature hereto as Surety and Co-Principal Debtor *in solidium* with such Company as Purchaser to the Seller hereunder (i.e. where there are several people bound "*in solidum*", each is liable in full payment or performance, and the creditor may choose which he will proceed against).

7.3 no agreement may be entered into for a Trust to be formed.

8 COMPANY/ CLOSE CORPORATION/ TRUST ALREADY FORMED/ REGISTERED

8.1 Should this agreement be signed by a person purporting to act for and on behalf of a Company/Close Corporation/Trust:

8.1.1 He shall be deemed to warrant (promise) that he is duly authorized to sign this agreement and shall by its signature here to bind himself in favour of the Seller as surety and co-principal debtor "*in solidum*", for the due performance of all the obligations of the said Company/Close Corporation/ Trust in terms of or arising from this Agreement or any cancellation hereof.

8.1.2 The Purchaser undertakes to sign all documents of suretyship, co-principal debtorship, or otherwise which may be required by any mortgagee/s contemplated in this agreement so as to ensure the fulfillment of any conditions/s to which this agreement may be subject.

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11 BREACH

11.1 In the event of the Purchaser committing a breach of any of the provisions of this agreement and failing to remedy such breach within7(seven) days from the date of posting of a written notice to the Purchaser's *domicilium citandi et executandi* requiring the Purchaser to do so; or

11.2 The Purchaser being placed under interim or final liquidation and/or sequestration or judicial management, or business rescue

11.3 The Purchaser committing an act of insolvency within the meaning of Section 8 of the insolvency Act, Act 24 of 1936 as amended, then not withstanding any previous waiver, the Seller shall at its option been titled without further notice and in addition and without prejudice to any other rights in Law:

11.3.1 To claim immediate payment of the entire balance of the Purchase Price outstanding and any other amounts due by the Purchaser in terms of this agreement, or

11.3.2 Cancel this agreement without further notice and to take immediate possession of the Property and to have the Purchaser ejected and further to claim payment of all arrear installments due and to retain any payments made by the Purchaser in terms of clause3 as and by way of "rouwkoop"(i.e. the deposits or cash paid are not refundable and are retained as estimated damages caused to the Seller), or

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11.3.3 Cancel this agreement without further notice and take immediate repossession of the Property and to have the Purchaser ejected and further to claim and recover from the Purchaser such damages as the Seller may have suffered, in which event the Seller shall been titled to retain payments made by the Purchaser prior to cancellation until the actual amount of damages has been determined by a competent Court, and consequently to set out such damages against the afore said sums retained.

11.3.4 Should the Purchaser dispute the Seller's right to cancel this agreement, then, pending the determination of such dispute, the Purchaser shall be obliged to continue to effect payment of all amounts payable by him in terms hereof on the due date and the Seller shall been titled to recover and accept such payments without prejudice to its rights.

11.3.5 The Purchaser hereby indemnifies and holds the Seller harmless as a result of any failure on the part of the Seller to perform and fulfill any obligation in terms of this agreement.

12 OVERDUE PAYMENTS

Any payments which the Purchaser is obliged to make in terms of this agreement and which is not paid on the due date, shall bear interest at 2% (two percent) above the prime lending rate of the Seller's bankers from time to time calculated from the date on which the payment was due until the date on which the default is remedied, compounded monthly in advance.

13 ERECTION OF IMPROVEMENTS AND BUILDING AGREEMENT

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13.1 The Purchaser is required to enter into a Building Agreement, for the purposes of constructing such Building as referred above, simultaneously herewith, with the Seller or a builder/contractor appointed by the Seller for the Building Contract Price. The Purchaser hereby irrevocably undertakes and binds himself to finalise any variation plans and working drawings with the Seller or the builder/contractor or its Agents within 30(thirty) days of signing this agreement.

13.2 The seller shall obtain approval of the building plans in accordance with the rules and regulations imposed by the NHBRC.

13.3 The Sale Agreement forms an inextricable part of the Building Agreement referred to above. In the event of this agreement being cancelled, the Building Agreement shall also be automatically cancelled, subject to the Seller's rights to claim whatever damages it may suffer or be entitled to in law, due to cancellation resulting from the Purchaser's breach of contract.

14 GENERAL TERMS

14.1 The offer is irrevocable for a period of 14(fourteen) days from the date of signature of this offer to purchase by the Purchaser.

14.2 No consensual cancellation, alteration, amendment, addition or variation of this Agreement shall be binding on the parties unless same shall be reduced in writing and signed by the parties.

14.3 The Seller shall not be bound to or by any relaxation, indulgence, allowance or extension of time awarded to the Purchaser for the performance of any of the Purchaser's obligations in terms of this agreement.

14.4 The Agreement constitutes the sole agreement between the parties with regard to the subject matter thereof and supersedes all prior negotiations and agreements, none of which shall be used in evidence in the interpretation of construction of this agreement.

14.5 The parties acknowledge that they have not been induced to enter this agreement as a result of any promises, representations or warranties of any kind other than those expressed recorded therein.

14.6 Subject, however, to the limitations imposed in this agreement, every reference to the Seller and the Purchaser in this agreement shall be deemed to include a reference to the respective successors in title and assigns, and where applicable, their respective heirs and executors.

14.7 A certificate signed by the accountant or auditor for the time being of the Seller, whose appointed or authority it shall not be necessary to prove, specifying any amounts due by the Purchaser to the Seller, shall be sufficient proof of such
amounts due to the Seller, in terms of this contract and may be used for the purpose of obtaining judgment whether by default, summary judgment or provisional sentence, or otherwise, in any Court of Law having jurisdiction.

14.8 This contract represents the whole agreement between the parties, and no conditions, representations or warranties of any nature shall be of any force or effect unless specifically included herein in writing. The Purchaser specifically acknowledges that no representations, warranties, inducements or other conditions of any nature whatsoever, including conditions precedent to this agreement, have been made or agreed to by the Seller and that upon the signing hereof, this Agreement and only the terms hereof are operative and binding on the Seller and the Purchaser.

14.9 If this agreement is signed by more than one person as purchaser the obligations of all the signatories shall be joint and several. If this agreement is not signed by all the persons named as purchasers, this agreement shall nonetheless be and shall remain binding on the purchasers who have signed this agreement.

14.10 Any provision in this agreement which is or may be come illegal, invalid or unenforceable shall be severed from the balance of this agreement without invalidating the remaining provisions thereof or affecting the validity or enforceability of such remaining provisions.

15 DOMICILIA CITANDI ET EXECUTANDI

15.1 The parties choose as their domicilium citandi et executandi (the address where formal notices in relation to the contract can be served) the addresses noted under their respective names in the earlier part of this agreement.

15.2 Each of the parties shall been titled to change their domicilium address upon notice sent by pre-paid registered mail, to the other party with effect from the date of receipt of the latter of such written notice, delivered by registered mail, to the other party with effect from the date of receipt of the latter of such written notice.

15.3 Any notice given by either party to the other in writing shall be deemed to be received by the addressee thereof upon the date that such notice is delivered to the domicilium citandi et executandi, or should such notice be posted by pre paid registered post to the said domicilium within 7 (seven) days after the date on which the said notice is so posted.

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SIGNED at _____ on this _____day of

_____2016 in the presence of the undersigned witnesses

Witnesses:		
1		
2		
(Name and signatures of witnesses)		(Name and signature of Purchaser)

SIGNED at _____ on this _____day of

_____2016 in the presence of the undersigned witnesses

Witnesses:		
1		
2		
(Name and signatures of witnesses)		(Name and signature of Seller)

"ANNEXURE B"

Phase 4
Air / Umoya
Bulk Area : 8202 m²
336 parking bays
Max heigth : 6 storeys

2583

University College
of Umhlanga
Offices
Retail

2522

2580

Phase 3
Fire / Umlilo
Bulk Area : 8152 m²
330 parking bays
Max heigth : 5 storeys

2582

Phase 2
Water / Amanzi
Bulk area : 6471 m²
154 parking bays
Max heigth : 6 storeys

Phase 1
Earth / Umhlaba
Bulk area : 6316 m²
130 parking bays
Max heigth : 6 storeys

2579

N

Rev. No	Revision	Date
-	Creation	22/05/08

PEG HR SOLUTIONS

ELEMENTS

Phase: STAGE 2 - CONCEPT DESIGN

Project Architect: C. Rolland | Designed by: M. Beck

Project Engineer: R. Stretch | Checked: 22/05/2008

Drawing Name: Site Plan

Date: 22/05/2008 | Drg No: PA 06 0004 / A / 1 091 | Scale: 1/1000 | Rev: -

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Palace Group Chairman

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From: Elize Gillbanks <Elize.Gillbanks@cci-sa.co.za>
Sent: Tuesday, 29 March 2016 14:04
To: chairman@palacegroup.co.za
Subject: RE: Potential development next to your CCI premises for business expansion

Hi
Daniel will be back on the 5th of April.
Kind regards
Elize Gillbanks Head of Facilities

T +27 31 286 0960
M +27 82 757 2569
E elize.gillbanks@cci-sa.co.za
www.cci-sa.co.za

CCI
SOUTH AFRICA

From: Palace Group Chairman [mailto:chairman@palacegroup.co.za]
Sent: 17 March 2016 07:51 AM
To: Elize Gillbanks <Elize.Gillbanks@cci-sa.co.za>
Subject: RE: Potential development next to your CCI premises for business expansion

Hi Elize

I hope that you are fine.

Just following up to find out how the going is with respect to the two options or any comments CCI may have on any parts of the two documents. Kindly advise any comments CCI may have as well as the option you would like to pursue.

Kind Regards
Mbuso

From: Palace Group Chairman [mailto:chairman@palacegroup.co.za]
Sent: 09 March 2016 09:39 PM
To: 'Elize Gillbanks' <Elize.Gillbanks@cci-sa.co.za>
Subject: RE: Potential development next to your CCI premises for business expansion

Hi Elize

Thanks for your prompt response.

I will wait for your feedback after you have discussed the matter with the MD and CFO; which I hope will be ASAP.

Waiting for your feedback.

Kind Regards
Mbuso Dlamini

m/c.

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From: Elize Gillbanks [mailto:Elize.Gillbanks@cci-sa.co.za]
Sent: 09 March 2016 06:35 PM
To: chairman@palacegroup.co.za
Subject: RE: Potential development next to your CCI premises for business expansion

Hi
My MD will be back from a business trip tomorrow – so will be able to discuss this with him and Daniel soonest.
Kind regards
Elize Gillbanks Head of Facilities

T +27 31 286 0960
M +27 82 757 2569
E elize.gillbanks@cci-sa.co.za
www.cci-sa.co.za

CCI
SOUTH AFRICA

From: Palace Group Chairman [mailto:chairman@palacegroup.co.za]
Sent: 08 March 2016 07:11 PM
To: Elize Gillbanks <Elize.Gillbanks@cci-sa.co.za>
Subject: RE: Potential development next to your CCI premises for business expansion

Elize

I hope that you are fine.

I tried calling earlier on today to find out the latest on the below email.

Kindly advise which way you have decided to go on this matter.

Kind Regards
Mbuso Dlamini

From: Palace Group Chairman [mailto:chairman@palacegroup.co.za]
Sent: 03 March 2016 12:41 PM
To: 'elize.gillbanks@cci-sa.co.za' <elize.gillbanks@cci-sa.co.za>
Subject: FW: Potential development next to your CCI premises for business expansion

From: Palace Group Chairman [mailto:chairman@palacegroup.co.za]
Sent: 24 February 2016 08:04 PM
To: 'Daniel Halfpenny' <Daniel.Halfpenny@cci-sa.co.za>
Cc: 'pes@palacegroup.co.za' <pes@palacegroup.co.za>
Subject: RE: Potential development next to your CCI premises for business expansion

Good evening Daniel

Our meeting of the 17th February 2016 refer.

Attached herein are the two draft agreements as discussed.

Kindly go through them and :

1. Advise us whether you would prefer to buy or enter into a lease; and
2. Check and send us any comments on either the agreement of sale or lease, depending what you have opted for.

Kindly discuss with us any issues that may arise out of the agreement (s) so that we may agree and update contents of the agreement (s) as necessary.

Please also update the agreement (s) with your details and that of the lessee or purchaser.

Hope to hear from you soon, i.e. by the 2nd March 2016 (instead of the planned 29th February 2016 as agreed at the meeting).

We are available to discuss any item (s) arising out of these agreements.

Looking forward to working with you and CCI Call Centres.

Kind Regards

From: Daniel Halfpenny [mailto:Daniel.Halfpenny@cci-sa.co.za]
Sent: 12 February 2016 02:31 PM
To: chairman@palacegroup.co.za
Subject: RE: Potential development next to your CCI premises for business expansion

Yes that would be helpful

Daniel Halfpenny Finance Director

T +44 203 691 0659
M +27 72 573 4298
E Daniel.Halfpenny@cci-sa.co.za
www.cci-sa.co.za

CCI
SOUTH AFRICA

From: Palace Group Chairman [mailto:chairman@palacegroup.co.za]
Sent: 12 February 2016 13:46
To: Daniel Halfpenny <Daniel.Halfpenny@cci-sa.co.za>
Subject: RE: Potential development next to your CCI premises for business expansion

Daniel

Thank you for the meeting.

Should I bring the architect to the meeting to take your requirements?

Kind Regards
Mbuso

From: Daniel Halfpenny [mailto:Daniel.Halfpenny@cci-sa.co.za]
Sent: 12 February 2016 12:21 PM
To: chairman@palacegroup.co.za
Subject: RE: Potential development next to your CCI premises for business expansion

m/c

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Mbuso,

Shall we meet next week? I'll send you a meeting invite.

Kind Regards,

Dan

Daniel Halfpenny Finance Director

T +44 203 691 0659
M +27 72 573 4298
E Daniel.Halfpenny@cci-sa.co.za
www.cci-sa.co.za

CCI
SOUTH AFRICA

From: Palace Group Chairman [mailto:chairman@palacegroup.co.za]
Sent: 10 February 2016 08:30
To: Daniel Halfpenny <Daniel.Halfpenny@cci-sa.co.za>
Subject: RE: Potential development next to your CCI premises for business expansion

Hi Daniel

I hope that you are fine and that your function with your customers went very well last week.

Just wanted to find out what your plans are with regards to taking up offices on our two or more stands at Umhlanga Parkview.

Kind Regards
Mbuso Dlamini

From: Daniel Halfpenny [mailto:Daniel.Halfpenny@cci-sa.co.za]
Sent: 22 January 2016 01:17 PM
To: chairman@palacegroup.co.za
Subject: RE: Potential development next to your CCI premises for business expansion

Hi Mbuso,

Many thanks for your email.
I have just returned from our head office in Mauritius. CCI are interested in the site. However, the proposal has to be put to our clients. The reason for this is that an adjoining site to our current building makes disaster recovery difficult.
I will let you know as soon we have spoken to them

Kind Regards,

Dan

Daniel Halfpenny Finance Director

T +44 203 691 0659
M +27 72 573 4298

E Daniel.Halfpenny@cci-sa.co.za
www.cci-sa.co.za

CCI
SOUTH AFRICA

93

From: Palace Group Chairman [mailto:chairman@palacegroup.co.za]
Sent: 22 January 2016 12:04
To: Daniel Halfpenny <Daniel.Halfpenny@cci-sa.co.za>
Subject: RE: Potential development next to your CCI premises for business expansion

Dear Sir

I hope that you are fine; and that your board meeting went very well this week.

I am just following to find out which option you and the board would prefer with respect to your office expansion as discussed last week and per below email.

Kindly advise so we can start working together in the direction of your preference.

Kind Regards
Mbuso Dlamini
[redacted]

From: Palace Group Chairman [mailto:chairman@palacegroup.co.za]
Sent: 12 January 2016 12:24 PM
To: 'daniel.halfpenny@cci-sa.co.za' <daniel.halfpenny@cci-sa.co.za>
Cc: 'elize.gillbanks@cci-sa.co.za' <elize.gillbanks@cci-sa.co.za>
Subject: FW: Potential development next to your CCI premises for business expansion

Dear Mr Daniel Halfpenny

Thank you for the brief meeting we had at your offices this morning.

The discussion was fruitful and interesting.

As discussed :

1. See below the points as discussed;
2. With respect to the architect, your preferred architect would be incorporated in our technical team;
3. If you prefer that we work with a developer known to yourselves we would be happy to incorporate such developer in our team as a co-developer. I guess that what is important on this one, is the final price or rental per square meter, but we would be happy to work with your preferred developer if you had one.

I hope that these notes plus the information we have posted in the dropbox for you as well as printed will be of assistance to you for your board meeting and look forward to feedback from you on your proposed way forward after your board meeting next week.

Please do not hesitate to contact me / us should you require further information or meeting.

We look forward to working with you and your company.

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From: Palace Group Chairman [mailto:chairman@palacegroup.co.za]
Sent: 15 December 2015 12:34 PM
To: 'elize.gillbanks@cci-sa.co.za' <elize.gillbanks@cci-sa.co.za>
Subject: Potential development next to your CCI premises for business expansion

Dear Elize

The short telecom we had a few minutes ago refer.

it was my pleasure talking to you.

We are the owners of 40,000m^2 bulk on erven 2579, 2580, 2582, 2583 and 2522 as shown in various diagrams in the dropbox. This bulk is on 3.2Ha and we are allowed to do mixed use development up to a height of 6 storeys. We can also do the development in stages to meet your requirements or do a multi-tenanted development in which you take the space you require and others take the rest of the space; We would also be amenable to doing a development which is in line with your growth needs, as long as it meets our investment requirements, i.e. do your development in phases. We would be happy to engage with you to evaluate your planned requirements and map a way forward with this site as part as your growth node.

We have done the traffic impact studies, geotechnical investigations; and as you are aware, the site has all the services.

We see that you have done a very beautiful call centre CCI next to the site and we believe you might need to expand onto this site right now or very soon. We are available to enter into discussions early in the new year and we would be happy to meet you during the week of the 11th or 18th January 2016. Kindly advise which week and which day would suite you. I will send you a meeting request after this email for the 12th January 2016, please change the date and time to suit your schedule. I will also invite you again to dropbox with this updated information.

We are able to work with you on different scenarios, namely :

1. You can buy the land from us at R4k / m^2 (excluding VAT) giving a total of R160m (excluding VAT) for the full 40,000m^2 or you can buy part thatof to meet your current requirements; or
2. We can develop the land to your specifications / design requirements for you and sell the developed property to you at cost (no development costs added and thus keep your repayment on the bond low – we would be able t arrange the necessary finance for you and for your approval if you would like us to do so, otherwise you can arrange same yourselves); or
3. We can develop the land to your specifications / design requirements at cost and rent the developed property out to you (no development costs added and thus keep your monthly rental amount low) on a long term lease (period of the lease to be agreed between the parties).

Please advise if you would be interested and which of these three options you would prefer.

We trust that this is in line with what you require. Please do not hesitate to contact us should you require any further details.

Kindly acknowledge receipt and proposed way forward.

Kind regards,

MF

PALACE GROUP

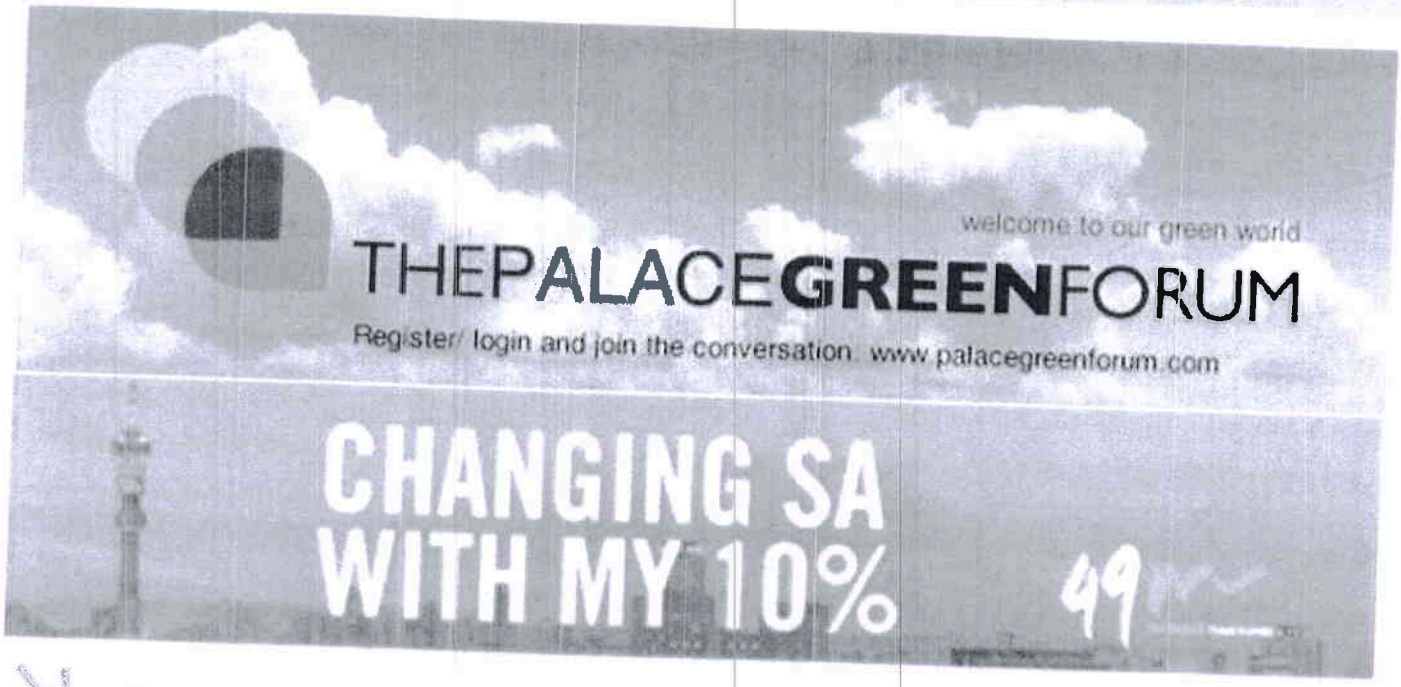
Mbuso Dlamini, Pr. Eng., M.Sc. Eng., B.Sc. Eng.
Group Executive Chairman

The Chairman's Office
email : chairman@palacegroup.co.za
mobile : (+27) 82 606 0492; skype : em.dlamini
website : www.palacegroup.co.za ;
www.palacegreenforum.com

2nd Floor West Tower | Maude Street | Nelson Mandela Square | Sandton 2196 | RSA
P. O. Box 785553 | Sandton | 2146 | Tel: +27 11 881 5416 ; Fax : +27 86 671 0109

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Palace Technologies | Grinpal Energy Management | Malangeni Electrical and Civil Constructors
Gondwana Environmental Solutions | Palace Real Estate



GREEN BUILDING COUNCIL
MEMBER ORGANISATION

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Email disclaimer & Confidentiality Notice: http://www.palacegroup.co.za/pgemaildisclaimer.html

Kind Regards
Mbuso Dlamini
[redacted]

m/c.

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MK.

Palace Group Chairman

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From: Elize Gillbanks <Elize.Gillbanks@cci-sa.co.za>
Sent: Monday, 11 April 2016 14:16
To: Palace Group Chairman
Subject: Automatic reply: Potential development next to your CCI premises for business expansion

Thank you for your email.

Please note:

I am currently on leave, Monday 21 March and will available again on Tuesday 29 March 2016.

For anything urgent, please contact: ccifacilities group

Shamin Ramraj – 071 265 4776 – Facilities Coordinator – shamin.ramraj@cci-sa.co.za

Howard England – 076 509 4480 – Maintenance Supervisor – howard.england@cci-sa.co.za

Phillip Pillay – 079 927 3179 – Facilities Operations Supervisor – Phillip.pillay@cci-sa.co.za

Superclean Supervisor – 063 296 4966 / 031 303 4141 – Supervisor – cci@superclean.co.za

Marshall Security Liberty –072 323 5523 – cciliberty@marshallsecurity.co.za

Marshall Security CCI House – 071 158 1696 – ccihouse@marshallsecurity.co.za

CCI Wellness Clinic – 031 286 0944 – clinic@cci-sa.co.za

Alternatively see the First Aider on the floor or call security.

Chauffeurs:

Brian: 079 944 1200

Vincent: 072 774 8590

Kind regards

Elize Gillbanks: Head Of Facilities
Mobile: +27 82 757 2569 or 082 636 6368
Email: Elize.Gillbanks@cci-sa.co.za
Web: www.cci-sa.co.za

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mk.