

CONTRACTOR SAFETY AND CONSTRUCTION AGREEMENT

In accordance with the provisions of Section 37(2) Of the Occupational Health and Safety Act 85 of 1993

Entered into between the following parties

FYNBOSSTRAND SHAREBLOCK COMPANY LIMITED

(Registration number **1988/06726/06**)
herein represented by

.....

In his capacity as Chairman, duly authorised thereto by a resolution of the Board of Directors and hereinafter referred to as the **“Company”**

and

.....

(Registration number.....), herein represented by

.....

In his capacity as duly authorised thereto by
and hereinafter referred to as the Main **“Contractor”**

Contractor Compensation Fund Number:

and

The shareholder of number with rights as agreed upon in Memorandum of

Incorporation, represented by,
duly authorised and hereinafter referred to as the **“Shareholder”**

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CONSTRUCTION MANAGEMENT AGREEMENT

1. PREAMBLE

- 1.1 The Contractor has been appointed by to undertake the construction of a house for who is a shareholder of the Company in terms of the Share Block Company's Act on Stand No., Fynbosstrand.
- 1.2 The Company is the owner of Portion 14 (portion of portion 4) of the Farm Grootzervarkensfontein No. 461 in the district of Riversdale, hereinafter referred to as "Fynbosstrand" on which the house mentioned in clause 1.1 is to be constructed.
- 1.3 The Company as owner of Fynbosstrand agrees to give access to Fynbosstrand to the Contractor for the purposes of the construction of the house and no other purpose whatsoever and strictly in accordance with the terms and conditions as set out in this Agreement.
- 1.4 The Contractor agrees to the terms and conditions as set out in this agreement failing which the Company shall have the right to deny the Contractor access to Fynbosstrand until such time as such failure to conform to the terms and conditions had been remedied.
- 1.5 The Contractor agrees to the arrangements and procedures as prescribed by the Company and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the Act.
- 1.6 The Contractor acknowledges that this agreement constitutes an agreement in terms of Section 37(2) of the OHS Act, whereby all responsibility for health and safety matters relating to the work that the Contractor and his employees are to perform on the premises shall be the obligation of the Contractor.
- 1.7 The Contractor hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct and/or activities of all his employees while they are on the Company's premises.
- 1.8 The Contractor acknowledges that his compliance with the OHS Act and any other legislation and with health and safety standards set by the Company in this or any other agreement may result in the Contractor incurring expenses.
- 1.9 The Contractor and/or his designated person appointed in terms of Section 16(2) of the Occupational Health and Safety Act 85 of 1993 ("the OHS Act") shall report to a Farm Manager prior to commencing the work/ service at the FYNBOSSTRAND SHAREBLOCK COMPANY (PTY) LTD premises.

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- 1.10 The Contractor shall be deemed to be an Company in his own right while on the Company's premises. In terms of Section 16(1) of the OHS Act, the Contractor shall accordingly ensure that the requirements of the OHS Act are complied with by himself and/or his nominated Chief Executive Officer.
- 1.10.1 Any person entering Fynbosstrand does so at his or her own risk. The Company shall not be liable for any injury, damage or loss suffered by such person arising from any cause whatsoever while on the premises.
- 1.10.2 Any person present on the premises is there and does so entirely at his own risk, and no person shall have any recourse or claim of whatever nature against the Company, its Directors, employee, worker, agent or contractor arising from such presence, nor for anything that may befall him or his property, in the course of such presence, whether caused by human or animal agency, natural phenomenon or otherwise.
- 1.10.3 The Company shall not be liable for any injury, loss or damage of any description that any person may sustain, physically or to his or her property, directly or indirectly, in or about the streets or private open spaces, or for any act done by, or for any neglect on the part of, the Company, its Directors, worker, employee, agent or contractor.
- 1.10.4 The shareholder for whom the work is performed may be held liable for damages, fines, all legal costs (including costs between an attorney and client) and collection commission, expenses and charges incurred by the Company in enforcing compliance with these Rules and any condition determined or instruction given hereunder.**
- 1.10.5 Damages, fines, all legal costs (including costs between an attorney and client) and collection commission, expenses and charges incurred by the Directors in enforcing compliance with these Rules and any condition determined or instruction given hereunder shall be deemed to be a levy contemplated in the **Memorandum of Incorporation** and/or **Management Rules**, and may, if it is not paid within fourteen (14) days after the shareholder has been notified thereof, be added to the shareholder's levy statement and shall bear interest as a levy debt.
- 1.10.6 The contractor shall, prior to commencing work on the premises, submit to the Company, proof of insurance policies to adequately cover the contractors (all) risks associated with the improvements; appropriate SASRIA and MVA cover, liability in respect of third parties for all motor vehicles having access to the development and public liability Insurance cover to the value of minimum R5,000,000 (Five million Rand) per incident, to the satisfaction of the Company.

2. BUILDING PLANS AND WATER CONNECTION

- 2.1 The Contractor shall ensure that building plans are approved by the Aesthetics Committee of the Company (“Aesthetics Committee”) and the Local Authority prior to commencement of construction of the house.
- 2.2 The Contractor shall build the house strictly in accordance with the building plans as approved by the Aesthetics Committee and the Local Authority.
- 2.3 Should any discrepancies become apparent between the plans approved by the Aesthetics Committee and that approved by the Local Authority before or during construction, the Contractor shall immediately cease construction or installation of the item relating to the discrepancy and refer the matter for resolution to the Aesthetics Committee. The Aesthetics Committee’s decision shall be final and binding and the Contractor may only continue with the construction or installation of the item relating to the discrepancy immediately after the announcement of the decision.
- 2.4 The Company shall use its best endeavours to supply the Contractor with water during construction to a maximum usage of 3000 litres per day. Any additional requirement shall be arranged by the Contractor with the Company prior to such demand and will be at the sole discretion of the Company. The Contractor shall have no claim against the Company should the Company fail to supply water
- 2.5 Prior to commencement of any construction, and usage of any water, the Contractor shall install a water meter from a connection on the water mains in accordance with the specifications of the Company. All water supplied to the Contractor shall be metered through this meter. The Contractor shall use no other water unless specifically agreed to in writing.
- 2.6 Prior to commencement of any construction, the Contractor shall ensure that all deposits due in connection with the construction of the house are paid to the Company and any other authority having jurisdiction over the construction of the house.
- 2.7 During construction, the Contractor shall arrange with the Local Authority for regular building inspections in accordance with the Local Authority’s by-laws and any other inspections that may be required by any other authority who has jurisdiction over such construction activity.
- 2.8 At completion of the house the Contractor shall arrange with the Aesthetics Committee and the Local Authority for the signing off of the house as having been constructed according to the approved plans and the Contractor shall provide the Company with a copy of the Occupation Certificate issued by the Local Authority.

3. GENERAL

- 3.1 Dawie Nomdoe, the Fynbosstrand Farm Manager, will indicate “Sensitive Areas” on site. These are “no-go” areas, which may include steep slopes and vegetation thickets and may not be entered except under special conditions as authorized by the Farm Manager.
- 3.2 Sensitive Areas must be adequately protected by demarcation or fencing at the costs of the Contractor to prevent unauthorized access by workers or others. These fences or barriers must be maintained during construction and removed by the Contractor at the completion of the project when the Farm Manager has indicated in writing that it is safe to do so.
- 3.3 Workspace, circulation and storage areas on the site are limited and the Contractor must establish what equipment and construction techniques will be used for the erection of the various project components. An area of 2m wide maximum around the building footprint may be used for workspace.
- 3.4 The mixing of building materials must occur within the confines of the footprint within the section. If any spillage of building material occurs on any roadway, sidewalk or undisturbed natural area in the premises the contractor is responsible for ensuring that such spillage is immediately cleaned and made good at a cost to the contractor. The contractor shall ensure that all materials and equipment are locked away overnight within the designated main storage site (13.1). No plant or equipment shall be kept on the construction site overnight.
- 3.5 Work Days and Hours
- Work may be performed only on days and during hours as follows:
- Monday to Thursday - 07:00 to 18:00
 - Friday - 07:00 to 17:00
- Work may not be performed on the following days:
- Saturdays, Sundays or proclaimed public holidays
 - BIFSA builders' holidays prescribed annually for its members
 - The Farm Manager may on good cause shown, and subject to such conditions as he may determine, in a particular instance allow a deviation from the work days and hours: Provided that if it can be reasonably expected that an intended deviation may cause undue inconvenience or disturbance, the Farm Manager must consult with neighbours who may be directly affected.

4. APPOINTMENTS AND TRAINING

- 4.1 The Contractor shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under their responsibility. The Contractor shall also ensure that the appropriate appointments are in place and that copies of the appointments are available to the Company.
- 4.2 The Contractor shall further ensure that all his employees are trained on the health and safety aspects relating to the work/ service and that they understand the hazards associated with such work being carried out on the premises. Without

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derogating from the foregoing, the Contractor shall, in particular, ensure that all his users or operators of any materials, machinery or equipment are properly trained in the use of such material, machinery or equipment.

- 4.3 Notwithstanding the provisions of the above, the Contractor shall ensure that his/her appointed responsible persons and employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.

5. SUPERVISION, DISCIPLINE AND REPORTING

- 5.1 The Contractor shall ensure that all work/ services performed on the Company's premises are done-under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his/her employees regarding non-compliance by such employee with any health and safety matters.

- 5.2 The Contractor shall further ensure that his/her employees report to him all unsafe or unhealthy work situations immediately after they become aware of the same, and that he/she in turn immediately reports these to the Company and/or his/her representative.

6. PERSONAL PROTECTIVE EQUIPMENT (PPE)

- 6.1 The Contractor shall ensure that his/her responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform, and in accordance with the requirements of General Safety Regulation 2(1) of the OHS Act. The Contractor shall further ensure that his/her responsible persons and employees wear the PPE issued to them at all material times.

7. CO – OPERATION

- 7.1 The Contractor and/or its responsible persons and employees shall provide full co-operation and information if and when the Company or his/her representative enquires into occupational health and safety issues concerning the Contractor. It is hereby recorded that the Company and his/her representative shall at all times be entitled to make such inquiry.

- 7.2 Without derogating from the generality of the above, the Contractor and his/her responsible persons shall make available to the Company and his/her representative, on request, all and any checklists and inspection registers required to be kept by him/her in respect of any of his/her materials, machinery or equipment.

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8. INCIDENT REPORTING AND INVESTIGATION

- 8.1 All incidents referred to in Section 24 of the OHS Act shall be reported by the Contractor to the Department of Labour and to the Company immediately upon becoming aware of such incident. The Company shall further be provided with copies of any written documentation relating to any Incident.
- 8.2 The Company retains an Interest in the reporting of any incident as described above as well as in any formal investigation and/or Inquiry conducted in terms of Section 32 of the OHS-Act into such Incident.

9. SUBCONTRACTORS

The Contractor shall notify the Farm Manager of any subcontractor he/her may wish to perform work on the premises. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work. Without derogating from the generality of this paragraph:

- 9.1 The Contractor shall ensure that training as discussed under Appointments and Training, is provided prior to the subcontractor-commencing work on the premises.
- 9.2 The Contractor shall ensure that work performed by the subcontractor is done under strict supervision and discipline, under Supervision, Discipline and Reporting.
- 9.3 The Contractor shall inform the Farm Manager of any health and safety hazard and/or issue that the subcontractor may have brought to his/her attention.
- 9.4 The Contractor shall inform the Farm Manager of any difficulty encountered regarding compliance by the subcontractor with any health and safety instruction, procedure and/or legal provision applicable to the work the subcontractor performs on the premises.

10. FIRE PRECAUTIONS AND FACILITIES

- 11.1 The Contractor shall ensure that an adequate supply of fire-protection and first-aid facilities are provided for the work to be performed on the premises, save that the parties may mutually make arrangements for the provision of such facilities.
- 11.2 The Contractor shall further ensure that all his employees are familiar with fire precautions and rules at the premises, with emergency routes and assembly points, and that such precautions are adhered to.
- 11.3 No fires shall be permitted.

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- 11.4 The Contractor shall be held responsible for damage caused by fire on site and shall include reinstatement of vegetation to the satisfaction of the Board of Directors.

11. INTOXICATION NOT ALLOWED

No intoxicating substance of any form shall be allowed on site. Any person suspected of being intoxicated shall not be allowed on the site. Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

12. CONTRACTOR'S RESPONSIBILITY REGARDING THE ENVIRONMENT

The Contractor is responsible for the actions of sub-contractors and any other external contractors supplying materials or services. He must ensure that these persons are informed of the contents of this directive at all times before entering the site and that they act within the parameters laid down for the environmental protection of the site.

13 EQUIPMENT, PLANT AND VEHICLES

- 13.1 A Main Storage Site will be established at a central location determined by the Company, which will be suitable for bulk deliveries and storage.
- 13.2 The contractor may use 20 ft. shipping / freight containers painted historic green to serve as storage sheds.
- 13.3 Delivery and storage of any material directly at the relevant plot can only be done with prior written consent of the Company. The storage of any material outside the section is strictly forbidden.
- 13.4 No vehicles with an axle load of more than 6 metric ton (6000 kilograms) may be driven past the Storage site 13.1
- 13.5 Deliveries by vehicles with an axle load exceeding the above are to be made only by special arrangement with the Company.
- 13.6 The following is suggested when ordering:
- 13.6.1 Bricks – no more than 5000 are delivered in one load, except if stored at Main Storage Site referred to in 13.1
- 13.6.2 Sand and stone – no more than 6m³ is delivered in one load.
- 13.6.3 Cement – no more than 100 pockets are delivered in one load.
- 13.6.4 No delivery trucks with trailers are to be used due to limited turning space.
- 13.6.5 Subject to the above limitations, light delivery vehicles with trailers will be allowed.

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13.6.6 The cost of any repairs necessitated by damage caused to the development by the contractor's vehicles or the vehicles of the contractor's sub-contractors or suppliers will be recovered from the contractor. The driveways of other sections in the development may not be used at any time.

13.7 The Contractor must establish that the type of plant, machinery and vehicles used on the site or for deliveries are compatible with the site.

13.8 No Ready Mix vehicles are allowed. The installation of services must be completed by hand.

13.9 The Contractor hereby acknowledges that his/her employees shall not be permitted to use any materials, machinery or equipment of the Company unless the prior written consent of the Company has been obtained, in which case, the Contractor shall ensure that only those persons authorized to make use of same, have access thereto.

13.10 The Contractor shall ensure that all the plant, machinery, equipment and/or vehicles he/her may wish to utilise on the Company's premises is/are at all times of sound order and fit for the purpose for which it/they is/are intended, and that it/they complies/comply with the requirements of Section 10 of the OHS Act as well as any other legislation and requirements from the Company.

13.11 In accordance with the provisions of Section 10 of the OHS Act, the Contractor hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the premises, or manufactures, sells or supplies to or for the Company, complies with all the prescribed requirements and will be safe and without risk to health and safety when properly used.

14 SITE CLEARING

14.1 The Farm Manager will indicate areas and extent of site clearing on site.

14.2 Machine operators must be well briefed on their tasks to avoid any incidental environmental damage.

15 ROADS, MARSHALLING AREAS AND CIRCULATION

- 15.1 Only existing roads will be used for access to construction sites.
- 15.2 Only predetermined routes will be used for removal of excavated material
- 15.3 Cognisance must be taken of road widths for circulation, marshalling and access to construction sites.
- 15.4 Suitable arrangements must be made with Farm Manager for vehicle parking.
- 15.5 Marshalling activities will be limited to demarcated areas only.
- 15.6 No deviation without prior written approval from Farm Manager will be permitted.

16 DUMPING

- 16.1 Dumping of construction rubble, cut vegetation or any other material shall only be permitted in areas indicated by the Farm Manager.
- 16.2 All refuse will be removed regularly from the site to prevent unnecessary accumulation.
- 16.3 Appropriate, durable and adequate litterbins will be provided by the Contractor at designated areas on the construction site and shall be used.

17 DISCIPLINE AND AREAS FOR WORKMEN

- 17.1 Throughout the construction of the improvements, the contractor is responsible for the discipline and control of his employees and/or sub-contractors and is responsible for any damage caused to any part of the development by any supplier of materials or any other person instructed by or employed by the contractor and/or sub-contractors in respect of the work undertaken on the section.
- 17.2 No temporary accommodation for employees of the contractor is permitted on site, nor shall any staff member of the contractor be allowed to remain on site outside permitted building hours. Site security, if required, should be arranged with the farm security and all employees must be transported by the contractor's vehicle, to and from the farm's entrance.
- 17.3 All workmen and vehicles shall be restricted within the relevant sections during construction periods. Any employees of the contractor / sub-contractor not adhering to any portion of this regulation will be removed from site and the contractor will be fined as per agreement.
- 17.4 Specific areas will be indicated on the site for the use of workmen. These areas shall be maintained in a clean and neat condition and access to adjacent "no-go"

areas is not permitted. Specific areas will be demarcated for the placing of temporary chemical toilets, for cooking and resting.

- 17.5 The Contractor is to ensure that toilet facilities are appropriately placed for easy access by workmen and that no defecation takes place in other areas of the site. The contractor must take into account the cultural requirements of workmen in this regard. Washing facilities for workmen will also be suitably placed and run-off controlled by prior written agreement with Farm Manager.

18 USE OF POISONS AND CHEMICALS ON SITE

- 18.1 The Contractor shall provide Farm Manager with a list of poisons or chemicals to be used on the project prior to commencement.

- 18.2 Specific attention is to be paid to the following operations:

- Machine oils – leaks and changes
- Herbicides or pesticides (not permitted on site)
- Paints and solvents
- Cleaning of cement mixers
- PCB's

- 18.3 The Contractor shall keep on file a Material Safety Data Sheet (MSDS) for each chemical used on the project and on-site.

- 18.4 The Contractor shall familiarize themselves with the required precautions in terms of handling, storage and exposure control, as indicated on the applicable MSDS's.

19. TEMPORARY STORM WATER DRAINAGE ON SITE

The Contractor shall provide details of temporary storm water drainage on site should the circumstances warrant this. The Contractor shall be directed in this regard by Farm Manager.

20. EROSION

All soils on the property are erodible (wind and water) and the Contractor shall be responsible for the reinstatement of any areas of the site that are eroded due to construction activities. Reinstatement of areas eroded will be as directed by the Aesthetics Committee

21. DUST GENERATION

The Contractor shall ensure that excessive dust generation on site is kept to the minimum and shall implement appropriate measures, to the satisfaction of the Farm Manager, to minimize damage to existing vegetation and to minimize the generation of dust or windblown sand in other open areas of the development resulting from improvements on the section.

22. PENALTIES

22.1 Due to the importance of the protection of the environment and for the duration of the contract a system of penalties shall be imposed on the Contractor for any transgressions as follows:

- 22.1.1 Litter = R1 000.00 per item;
- 22.1.2 Absence of worker's toilet = R1 000.00 per transgression;
- 22.1.3 Entering "no go" areas without permission = R5 000.00 per transgression per person
- 22.1.4 Damage to "no go" areas = Cost of reinstatement for Contractor's account;
- 22.1.5 Driving off demarcated roads = R5 000.00 per transgression and reinstatement for Contractor's account;
- 22.1.6 Poaching = R5 000.00 per bird/animal or sea life;
- 22.1.7 Fishing = R5 000.00 per transgression;
- 22.1.8 Unauthorised fires = R15 000.00 per transgression and any repair of damage for Contractor's account;
- 22.1.9 Damage to natural vegetation = R8 000.00 per transgression;
- 22.1.10 Non-closing and locking of main gate = R10 000.00 per transgression and replacement of any loss of wildlife for the Contractor's account;

22.2 The following persons shall have the authority to impose penalties:

- 22.2.1 FARM MANAGER;
- 22.2.2 Any member of the Board of Directors.

23. DOMICILIUM

23.1 The Company chooses *domicilium citandi et executandi* for all purposes herein at:

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Fax: No: ().....

23.2 The Contractor chooses *domicilium citandi et executandi* for all purposes herein at:

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Fax: No: ()

23.3 Any notices required to be given in terms of this Agreement shall be hand delivered or sent by registered post and -:

23.3.1 where given by the Company, shall be addressed to the Contractor at its *domicilium citandi et executandi*;

23.3.2 where given by the Contractor shall be addressed to the Company at its *domicilium citandi et executandi*;

23.3.3 shall be deemed unless proved otherwise to have been received by the respective addressee on the 7th (seventh) day after posting if sent by prepaid registered post to that addressee's chosen *domicilium citandi et executandi* ;

23.3.4 shall be deemed unless proved otherwise to have been received by the respective addressee on the date of delivery by hand to the addressee's chosen *domicilium citandi et executandi* .

23.4 The Company and the Contractor shall each be entitled, by notice in writing to the other, to change the address as set out herein respectively chosen by each of them.

23.5 Notwithstanding the foregoing, a written notice actually received by one of the parties from the other shall be deemed to be adequate written notice.

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24. BREACH

- 24.1 Should the Contractor breach any of the terms and conditions of this Agreement, the following shall apply:
- 24.1.1 The Company shall give notice in writing to the Contractor of the terms and conditions so breached and the Contractor shall respond in writing within 24 hours after having been given notice to this effect regarding his planned actions to rectify the breach;
- 24.1.2 Should the breach carry any penalties as set out in clause 22 hereof, the Contractor shall simultaneously with the written response contemplated under clause 24.1.1 hereof pay the Company the amounts so stipulated;
- 24.1.3 Should the breach involve the rectification of any construction or any deviations from approved plans, the Contractor shall simultaneously with the written response contemplated under clause 24.1.1 hereof, pay to the Company a deposit of R25 000 (twenty five thousand rand), which deposit shall be held by the Company for the duration of the work to ensure that such rectifications are carried out in strict compliance with the terms and conditions of this Agreement.
- 24.1.4 Any deposits held by the Company shall be repaid to the Contractor, interest free, on the delivery to the Company of copies of confirmation by the Aesthetics Committee and the Local Authority as contemplated under clause 2.8 hereof, that the construction of the house was carried out in terms of the approved plans and specifications.
- 24.2 Should the Contractor fail to respond to the notification as set out under clause 24.1.1 hereof or fail to pay the amounts referred to under clause 24.1.2 and 24.1.3 hereof, the Company shall have the right to deny the Contractor access to Fynbosstrand with immediate effect.
- 24.3 Should the Contractor be denied access as contemplated under clause 24.2 hereof, the Company shall have the right to seize all plant, equipment, vehicles and any other assets of the Contractor on Fynbosstrand and sell the same on the following terms:
- 24.4 The proceeds of the sale shall be used by the Company to rectify the breach and pay the amounts as set out under clause 24.1.2 and 24.1.3 hereof;
- 24.5 Any surplus funds shall be held by the Company as a further deposit until completion of the house by the Contractor or others in accordance with the provisions of this Agreement and any shortfall shall be paid by the Contractor on demand.
- 24.6 The Company shall reinstate the Contractor's right to access to Fynbosstrand once the breach had been remedied and all amounts had been paid as set out under this clause.

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25. NO VARIATION

- 25.1 This Agreement incorporates the entire agreement between the Company and the Contractor and no alteration, cancellation, or variation hereof shall be of any force or effect unless it is in writing and signed by both the Company and the Contractor, who hereby acknowledge that no representations or warranties have been made by either the Company or the Contractor nor are there understandings or terms of Agreement other than those set out herein.
- 25.2 No relaxation or indulgence which either party may show to the other party shall in any way prejudice its rights hereunder and in particular no acceptance by the Company of any amount payable by the Contractor to the Company in terms hereof after the due date (whether on one or more occasions) nor any other act or omission by the Company including without limitation, the rendering of accounts after the due date, shall preclude or stop it from exercising any rights enjoyed by it hereunder by reason of any subsequent payment not being made strictly on the due date. Unless otherwise stated by the Company in writing, the receipt by the Company or its representatives of any amount shall in no way whatsoever prejudice or operate as a waiver, rescission or abandonment of any cancellation or right of cancellation effected or acquired prior to such receipt. The Company shall be entitled in its sole discretion to appropriate any amounts received from the Contractor towards payment of any cause, debt or amount owing by the Contractor to the Company whatsoever.

Thus signed atonday of 2.....

Witnesses: 1.....

2.....

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Company

Thus signed atonday of 2.....

Witnesses: 1.....

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Contractor

Thus signed atonday of 2.....

Witnesses: 1.....

2.....

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Shareholder