

AIRCRAFT LEASE AGREEMENT

RELATING TO ONE (1) AGUSTA 109E HELICOPTER WITH AIRCRAFT REGISTRATION NO. VT-HAX SERIAL NO 11648

THIS AIRCRAFT LEASE AGREEMENT (LEASE) is made by and between **FIDELITY ENTERPRISES LTD** ("Lessor") a Company incorporated and organized under the laws of Dubai, UAE and having its office at 104, plot no 358-615, Al Quoz 3rd, PO Box No 17870, Dubai , United Arab Emirates and **ISLANDSITE 180 (PTY) LTD** ("Lessee") a Company with limited liability, incorporated in terms of the Companies Act 61 of 1973 (as amended) of the Republic of South Africa, with registered address situated at 89 Gazelle Avenue, Corporate Park, Old Pretoria Main Road, Midrand, South Africa.

WHEREAS the Lessor is the owner of one (1) Agusta 109E Helicopter Serial No 11648 Registration No. VT-HAX which the Lessor desires to lease to the Lessee;

AND WHEREAS the Lessee is qualified to take on the lease of such Aircraft and has represented and warranted to the Lessor that it is authorized and permitted in law to fly and use the Aircraft in India, in accordance with the Indian rules and regulations;

AND WHEREAS the Lessee and its representative, being the authorised signatories hereto, warrant that it has the financial capacity and all technical / operational capabilities to meet all of its commitments under this Agreement;

AND WHEREAS the Lessee holds a Non Scheduled Operator's Permit No. issued by the Director General of Civil Aviation and after execution of the agreement will obtain all authorizations and permissions form the Director General of Civil Aviation, New Delhi and Ministry of Civil Aviation to fly the said aircraft in India.

NOW THEREFORE THIS DEED WITNESSETH:

1. SUBJECT MATTER OF THE LEASE

1.1 Aircraft

For the purpose of this Lease the term "Aircraft", unless the context otherwise requires, shall mean one (1) Agusta 109E Helicopter Serial No 11648.

1.2 Lease of Aircraft

Subject to the terms and conditions hereof the Lessor shall lease to the Lessee and the Lessee shall lease from the Lessor the Aircraft on terms and conditions as contained in this Lease Agreement. Any breach of any condition in this Lease Agreement will entitle the Lessor to forthwith terminate the Lease and the Lessee represents and warrants that the decision of the Lessor in that regard shall be final and the Lessee shall hand over the aircraft to the Lessor without making any claim on the said Aircraft.

1.3 **Maintenance**

The Aircraft shall, during the whole period of lease, be maintained by DGCA approved CAR 145 organisation/ MRO company which is authorised to maintain Agusta 109E type of aircraft. The Lessee shall bear all such costs as may be determined by the maintenance agency. The Lessor shall be entitled to obtain any and all reports in this regard directly from such authorized MRO company / CAR 145 organisation.

1.4 **Aircraft Certification**

At the time of delivery to the Lessee, the Lessee represents and warrants that it will have obtained all necessary Governmental approvals and consents for rendering the Aircraft ready for flight and shall have obtained a valid Indian Certificate of Airworthiness and other certificates as may be required.

1.6 **Effective date**

Notwithstanding the date of signature hereof, this Agreement shall become effective on dated 15th September, 2014 and shall be valid for a period of 5 years from the effective date.

2. DELIVERY OF AIRCRAFT

2.1 **Delivery**

2.1.1 The Aircraft shall be delivered to the Lessee by the Lessor and the Lessee shall accept delivery at the Mumbai Airport on an agreed date.

2.1.2 The aircraft will be delivered in disassembled condition.

2.1.3 Lessee will take delivery of aircraft from customs and bear all expenses related to customs handling agent whereas lessor will bear all expenses related to customs duty which is 2.575% of the value of aircraft.

2.1.4 Lessee will bear all costs for transport of the aircraft to Delhi and thereafter assembly of the aircraft.

2.2 **Delivery Acceptance Certificate:**

At the time of delivery of the Aircraft to the Lessee, the Lessee and the Lessor will sign a Delivery Acceptance Certificate which shall be conclusive proof that the Lessee has accepted the Aircraft for Lease under this Agreement.

2.3 **Aircraft Configuration**

The Aircraft shall be delivered to the Lessee by the Lessor with all standard and optional equipment installed as per the Indian Director General of Civil Aviation requirement and as then may be available.

2.4 **Conditions Precedent**

The Lessor's obligation to deliver and lease the Aircraft to the Lessee is subject to the fulfilment of the following conditions to the sole satisfaction of the Lessor on or before the delivery date of the Aircraft:

2.4.1 The Lessee shall have furnished to the Lessor documentary evidence and proof that it has obtained all requisite permissions and authorizations as may be required in law to fly the said Aircraft in accordance with the Guidelines for Non Scheduled Operations of the Government of India which shall include but not be limited to the Lessee having obtained:

2.4.1.1 A No Objection Certificate (NOC) form the Ministry of Civil Aviation Government of India;

2.4.1.2 A Certificate of Director General of Civil Aviation accepting the identified Aircraft for inclusion in the Non Scheduled Operator's Permit;

2.4.1.3 A Declaration by the Lessee regarding availability and the particulars of the qualified Ground Crew which will be made available for maintaining and servicing the aircraft.

2.4.1.4 Particulars by the Lessee of the Pilots who will be made available for flying the Aircraft.

2.4.1.5 A copy of the Aircraft Maintenance Agreement between the Lessee and any other authorised maintenance agency.

2.4.2 The Lessee shall furnish to the Lessor prior to delivery or at the time of delivery, a Certificate of Insurance to the total satisfaction of the Lessor evidencing the insurance as required by this Agreement. The Lessee

shall also provide such further evidence on the insurance/s on the anniversary of the policy/ies during the period of the rental Agreement.

2.4.3 That concurrently with, if permitted, or immediately following delivery of the Aircraft to the Lessee, the Delivery Acceptance Certificate, the documents of title and all other necessary documents shall, if required by law, be filed, registered or recorded by the Lessee in all places as may be required or permitted and all other necessary actions shall be taken by the Lessee to fully protect the title of the Lessor to the Aircraft against all persons whatsoever.

3. TERM OF AGREEMENT

3.1 This Agreement shall be effective for an initial period of five years from the effective date. Any extension in this regard shall be mutually agreed upon by the Parties, no less than 6 months prior to the end of the tenure of this Agreement.

3.2 Without prejudice to what is stated herein, the Lessee warrants, accepts and undertakes that the Lessor can at its sole discretion unilaterally and without notice terminate this agreement in the event of any breach being committed hereunder by the Lessee at the sole decision and discretion of the Lessor and which the Lessee will not question or dispute.

3.3 In the event of termination by the Lessor as provided in clause 3.2 hereinabove, the Lessee warrants and undertakes it will forthwith handover the Aircraft to the Lessor without making any claim by way of damages, compensation or otherwise and if there is an outstanding claim of the Lessee, the Lessee will not retain or make any claim against the Aircraft by way of security or otherwise for the settlement of any outstanding differences or disputes.

3.4 In the event that the Lessor terminates the Agreement at any time, the Lessee shall then be liable for the lease only for the period of utilisation.

4. LEASE RENT

4.1 The Lease Rent payable by the Lessee to the Lessor shall be Indian Rupees 19,000,000.00 (Rupees Nineteen Million) per annum. The aforesaid lease rent shall be subject to deduction of Tax Deduction (TDS) at Source, however the Lessee shall be required to provide to the lessor TDS certificate of all such deductions.

4.2 The aforesaid lease rent is the Guarantee Lease rent for the use of the Aircraft up to 500 flight hours per year.

- 4.3 In case such Aircraft is used for more than 500 flight hours during one year then the lessee shall pay to the Lessor Rs 25,000.00 per hour for every hour exceeding the aforesaid 500 flight hours, or 75% of the net profit whichever is higher, in addition to the aforesaid Guarantee Lease rent for Rs 19,000,000.00.
- 4.4 The Lease rent will not cover among others the following costs which will be borne solely by the Lessee.
- 4.4.1 Fuel, other consumables and other lubricants of the Aircraft which must comply with the manufacturer's specification (hydraulic oil engine oil, etc.)
 - 4.4.2 All handling costs.
 - 4.4.3 All taxes duties and any / all operational and administrative costs relating to the operation of the Aircraft, if any.
 - 4.4.4 Providing pilots for operation of the Aircraft.
 - 4.4.5 Maintenance charges payable by the Lessee to MRO company or any CAR 145 organisation.
 - 4.4.6 All spare parts which may be required from time to time.
 - 4.4.7 Any / all costs not covered above.
 - 4.4.8 All passenger, passenger baggage, cargo, mail, legal liability insurance in India.
 - 4.4.9 Hull Risk Insurance for the Aircraft, Third Party Liability, Passenger Insurance and crew Insurance.
 - 4.4.10 In the event that the Lessor pays for the costs contemplated in 4.4.8 and 4.4.9, the pro rata costing shall be passed to the Lessor for the period under the Lessee's use.
 - 4.4.11 Providing suitably qualified, trained and certified Pilots for operation of aircraft in India duly approved by the Home Ministry and Director General of Civil Aviation.
 - 4.4.12 All costs associated with the training of the Pilots shall be borne by the Lessee.
 - 4.4.13 All Checks of Pilots and Co-Pilots, during the course of aircraft's operation in India to meet Indian DGCA requirements.

5 PAYMENTS

All payments shall be remitted to Lessor into a to be nominated bank account subject to Lessee obtaining Reserve Bank of India approval and clearances for which the Lessee shall be liable.

6 TAXES AND DUTIES

All Charges taxes and levies payable in India for flying the Aircraft under this agreement shall be borne and paid by the Lessee.

7 MAINTENANCE

7.1 During the lease Period the Lessee shall cause the aircraft to be maintained by any DGCA, India authorised maintenance agency which may be appointed by Lessee from time to time.

7.2 The Lessee is obliged to provide to the Lessor, should the Lessor so request, all necessary information relating to the use and operation of the Aircraft flight programme in order to enable the Lessor to ensure that proper maintenance of the aircraft is being carried out.

8. USE AND POSSESSION OF THE AIRCRAFT

8.1 Until this Lease expires or is terminated as provided hereunder, the Lessee shall be entitled to the use of the Aircraft for Non Scheduled Operations and / or chartering it to such persons, corporations or firms who will use the aircraft for strictly legitimate purpose.

8.2 The Lessee shall not permit the operation of the Aircraft in violation of any law, rule, regulation, order or other requirements of any governmental agency or official having jurisdiction or in violation of any airworthiness or operating certificates, licenses or registrations relating to the Aircraft.

8.3 The Aircraft will be under the operational control of the Lessee. However it will be used by the lessee only in such areas and on such routes which are in conformity with the law.

8.4 The Lessee shall not take or permit the Aircraft to be taken into unrecognized zone of hostilities / war zones / war like operation areas or into any country or area which the lessor may regard as dangerous to the Aircraft.

8.5 The Aircraft shall be operated in conformity with all laws and regulations and with such regulations of the Director General of Civil Aviation and / or any other authority as may be notified from time to time.

- 8.6 The operational use and technical utilization of the aircraft shall be performed in accordance with the standards and practices as stipulated in the Aircraft Flight Manual and / or Lessee's Operations Manual and / or any other such instructions as approved by the Director General of Civil Aviation.
- 8.7 During the whole period of this lease the crew and ground engineers employed or engaged by the Lessee shall alone fly and maintain the aircraft.
- 8.8 During the performance of the present Lease the Lessee shall comply with all security regulations and all other regulations in force.
- 8.9 The Lessee shall during the Lease Period keep at all times the Logbooks indicating the actual block hours performed, the routes and the said Logbooks shall be available for review by the Lessor's authorised personnel.
- 8.10 The Lessor shall have the right to inspect the flight operation of the aircraft.
- 8.11 Lessor may at any time demand a copy or abstract of any document/ certificate/ declaration/ letter / fax/ telex/ email etc. official/ unofficial or in house whatsoever related to the operation /maintenance of aircraft from Lessee which Lessee is bound to provide to Lessor immediately (within a reasonable period) upon receipt of such request from Lessor and without any unreasonable delay.
- 8.12 All Branding /advertising etc. on aircraft at any place either inside or outside shall only be permitted and approved by lessor.

9 TITLE AND REGISTRATION

- 9.1 The title to the Aircraft shall at all times be vested in the Lessor exclusively
- 9.2 The Lessee represents and warrants that it will not make any claim on the title to the Aircraft or make any claim by way of charge, mortgage security or lien against the said Aircraft even upon the happening of any disputes or differences between the Lessor and the Lessee.
- 9.3 The Aircraft will stay in Indian Registry during the Lease Period and thereafter unless the Lessor wants it to register outside India.
- 9.4 The Lessee agrees to transfer all the operational rights etc. as per this Lease Agreement and the aircraft to the Lessor should the Lessor or it's nominee so requests and will make all necessary arrangements / formalities for such transfer including, but not limited to all approval /clearances, as well as the provision of Certificate of Airworthiness from Ministry of Civil Aviation / Director General of Civil Aviation or any other authority involved in.

10 INDEMNIFICATION

- 10.1 The Lessee's insurance shall cover for any damages, losses, costs expenses, injury to or death of passengers, passengers baggage, its cabin crew as well as cargo and mail arising out of the operation of the aircraft by the Lessee and shall indemnify and hold harmless the Lessor from and against all claims, action proceedings costs and expenses whatsoever which may be made or claimed by any person.
- 10.2 The Lessee shall hold the Lessor harmless from any loss damage to the aircraft caused by it or its employee's negligence.
- 10.3 The Lessee further indemnifies the Lessor and accepts full responsibility for any /all costs charges claims in respect of any / all wrongdoings errors acts and /or omissions caused by the Lessee and / or by its employees which may arise during the period of this lease.

11 INSURANCE

- 11.1 During the Lease period the Lessee shall at its own cost and expense and in accordance with 4.4 above, effect and maintain in full force and effect insurance cover with an amount being not less than the market value of the aircraft. Such insurance shall cover, but not be limited to:
- 11.1.1 Hull All Risk insurance of the Aircraft: The policy shall provide that in case of total loss the entire proceeds will be paid to the Lessor. In case of claims for repairs the claim shall be paid to the Lessee to defray the repair cost, as second named insurer.
- 11.1.2 Hull War Risks Insurance of the Aircraft, and such other risk as may be mutually agreed upon;
- 11.1.3 Aircraft Third Party, Legal Liability Insurance;
- 11.1.4 Insurance of its personnel and crew.
- 11.2 During the Lease period, the Lessee shall at its cost and expense maintain in full force and effect the following additional insurances as may be required by the lessor and the Director General of Civil Aviation:
- 11.2.1 Passengers, Passengers baggage insurance;
- 11.2.2 Cargo and mail legal liability insurance;
- 11.2.3 In all the aforesaid insurances the Lessee shall include the names of the Lessor as an additional insurer.

- 11.3 A Certificate of Insurance evidencing the principal details of the insurance arranged in respect of the lease shall be provided to the Lessor.
- 11.4 The Lessee shall be to the extent that it may be negligent, liable for any uninsured losses in respect of the Aircraft and any portion of the insured losses that are not recoverable in terms of the insurance policies, including but not limited to the deductibles payable in respect of the insurances.
- 11.5 The Lessee shall also ensure that the Lessor shall be made as a co-insured in the said insurance Policy without any contribution / obligation and that the Insurance Policy has a waiver of Subrogation in favour of the Lessor and shall be primary and without right of contribution from other insurance which may be available to the Lessor and be in accordance with normal industry practice of persons operating aircraft similar to the aircraft in similar circumstances. The Lessee shall be required to provide Lessor with sufficient proof of due compliance by the Lessee with all of Lessor's reasonable requirements in this regard.
- 11.6 The Lessees will not do anything likely to increase the risk under any policy or prejudice any pay out under any policy covering the aircraft.
- 11.7 If during the period of the lease hereunder any insurance arranged by the Lessee expires, evidence of renewal shall be provided without delay to the Lessor.

12. REPRESENTATIONS: WARRANTIES AND COVENANTS

12.1 Representations, Warranties and Covenants of Lessor

12.1.1 Warranty of Title and Condition of the Aircraft

The Lessor warrants that at the time of delivery of the Aircraft to the Lessee, the Lessor has a good title to the aircraft. The Aircraft shall be delivered to the Lessee under this Lease "as is" at the time of delivery with all standard and optional equipment installed as per Indian DGCA requirement and expect for its warranty of title and of the condition of the Aircraft as described hereinabove, the Lessor does not make any further warranty and /or representation about the said Aircraft.

12.1.2 Authority

The Lessor has the full power, authority and legal right to execute delivery and perform the terms of this lease.

12.1.3 **Compliance with Law and Agreements**

Neither execution nor delivery of this Lease nor the Acceptance Certificate nor Compliance with the terms and provisions thereof will contravene any provision of law including any statute, rule, regulation, judgement, decree, order, franchise or permit applicable to Lessor, or conflict with or result in a material breach of the terms, conditions or provisions of , or constitute a default under the charter by laws of the Lessor, or any agreement or instrument to which Lessor is now a party or by which it is bound.

12.2 **Representation, Warranties and Covenants of the Lessee**

12.2.1 **Status**

The Lessee is a Company duly incorporated, validly existing and in good standing under the Laws of the Republic of South Africa.

12.2.2 **Authority**

The Lessee and /or it's duly authorized representative who is the signatory hereto, has the full Power of authority and legal right to execute, deliver and perform the terms of this Lease.

12.2.3 **Governmental Approval**

The Lessee shall have obtained all governmental approvals and permissions under the Guidelines for Non Scheduled Operations and / or otherwise as may be required by Law for the execution, delivery and performance of all the obligations and duties of the Lessee as contained in this Lease and the Transactions contemplated hereby prior to delivery of the Aircraft or within such time that the Lessor may allow.

12.2.4 **Compliance with Laws and Agreements**

Neither the Execution or delivery of this Lease, nor the Acceptance thereof will contravene any provision of law including any statute, rule, regulation, judgement, decree, order, franchise or permit applicable to Lessee or conflict with or result in a material breach of the terms conditions or provisions of or constitute a default under the charter or by-laws of the Lessee or any agreement or instrument to which the Lessee is now a party or by which it is bound.

12.2.5 **Legal Proceedings**

Neither the Lessee nor any of its property is subject to any legal or administrative proceedings which would adversely affect the Lessee's ability to perform its obligations under this Lease.

13. RETURN OF AIRCRAFT

- 13.1 For all or any of the reasons as stated herein below the Lessor may at its sole option call upon the Lessee to return the Aircraft and the Lessee shall without making any claim, charge, lien or encumbrance forthwith hand over to the Lessor's designated representative the Aircraft on an appointed date. At the time of the return, an acceptance Certificate will be signed by the Lessor, which shall be conclusive proof that the Lessor has accepted the Aircraft and the Lessee thereafter has no claim or charge against the said Lessor.
- 13.2 The Aircraft at the time of its return to the Lessor shall be in the same condition as on the delivery date, normal wear and tear excepted, and be clean as per international Aviation standards and certificate shall be no more than 1 month old.
- 13.3 Any documents and any other item returned to the Lessor pursuant to this Article which are not already owned by the Lessor shall thereupon become the property of the Lessor.

14. ASSIGNMENT, POSSESSION, ENCUMBRANCES

- 14.1 This Lease cannot be assigned by the Lessee or to the benefit of any successors or assigns of the Lessee without the prior written consent of the Lessor.
- 14.2 The Lessee shall not without the prior written consent of the Lessor create any sub-lease line charge or mortgage, any attachment or encumbrance of any nature upon the Aircraft.
- 14.3 If to the knowledge of the Lessee any levy attachment lien or encumbrance is threatened or established upon the Aircraft due to any cause of the Lessee or otherwise, then it shall be the duty of the Lessee to, as soon as the same has come to its knowledge, immediately notify the Lessor and simultaneously the Lessee shall take all requisite steps to effect the complete release and discharge of the Aircraft in this instance, however, the Lessor shall have the right to immediately terminate the Lease and for which the Lessee shall immediately be liable for all cost and damages which shall include, but not be limited to, the immediate payment of all outstanding lease rental costs up to the then remainder portion of the Lease.

15. MISCELLANEOUS

15.1 Non Prescribed activities.

The Lessee agrees not to use the Aircraft and/or any part thereof for:

- 15.1.1 any activity that is prohibited by any Law.
- 15.1.2 any activity that may jeopardize its license.
- 15.1.3 any activity that may endanger the Aircraft's safety and security.
- 15.1.4 any activity that may cause any damage and/or any destruction of any/all part/s of the Aircraft.
- 15.1.5 any activity that may cause the insurance policy to be cancelled and/or the premiums of any policy to be amended.
- 15.1.6 any activity which may be banned and/or prohibited by International law and Custom.
- 15.1.7 any activity that may cause any embarrassment and/or disrepute of the Lessee and/or the Lessor.
- 15.1.8 any activity that may transgress the requirements of any civil authority.
- 15.1.9 any activity that may not be consistent with the values and/or custom of the Lessor.
- 15.1.10 any activity that may endanger its staff and/or crew and passengers as well as any property that may belong to such person/s.
- 5.1.11 The Lessee further indemnifies the Lessor and holds the Lessor harmless and free of any/all liability in respect of any transgression/s and further agrees to settle any/all costs that may arise out of any transgression/s in respect of the above.

15.2 Governing Law and Arbitration.

If any disputes or differences shall arise between the parties hereto relating to this Lease or any claim or is in any way connected with or arising out of this Lease or the operation thereof or the rights, duties or liabilities of either party thereof and the parties fail to mutually settle such dispute within 30 days, the matter in dispute shall be referred to arbitration in accordance with and in all respects to conform to the provisions of the Arbitration Foundation of Southern Africa (AFSA) and the award of any such arbitration shall be binding upon the parties hereto. The venue of such arbitration shall be Johannesburg, South Africa.

15.2.1 It is expressly clarified that mere initiation or pendency of the said arbitration proceedings shall not per se suspend or terminate the rights and obligations under this Agreement, however the Lessor in these instances may elect to take over control and possession of the aircraft and to continue with any other partner/s and/or Service provider in the provision of any rental services in respect of Aircraft.

15.2.2 The implementation of this agreement shall be governed by the laws of South Africa.

15.3 **Approval by Civil Aviation Authorities.**

This entire Lease is subject to approval by the concerned Civil Aviation Authorities in India and The Lessee represents and warrants to the Lessor that it will obtain all necessary approvals and permissions in this regard.

15.4 **Lessor's Use.**

15.4.1 The Lessor shall be entitled to use of the Aircraft for a minimum 120 hours of flight time per year during the course of this Agreement. The Lessee shall provide all the necessary services and/or facilities to the Lessor for and during such use of the Aircraft, which shall include, but not be limited to the provision of the necessary Pilots and crew staff baggage handling services; airport clearance and aircraft disembarkation service.

15.4.2 The cost that the Lessor shall bear in this respect would be Rs. 90,000.00 per hour or Cost plus 20% of the Cost whichever is lower.

15.4.3 All airport fees (including RNFC charges, UDF, PSF), handling charges, landing charges, fuel, transportation and government taxes for the flights undertaken by the Lessor will have to be reimbursed to the Lessee as per actuals.

15.4.4 In case the aircraft is kept on standby for use by the Lessor for more than 7 days in any given month then the Lessor will pay for minimum assured flying of 1 hour per day. The period for such calculation will be between first and last date of that particular month.

15.4.5 In case it is required to position the aircraft outside Delhi for use by Lessor and if it is required to provide hotel accommodation and transport for crew at station other than Delhi then the cost for the same will be reimbursed by the Lessor to the Lessee on actuals.

15.4.6 In the event that the Aircraft is not available for use at the time the Lessor may so request then the Lessee shall provide an Aircraft of similar capacity and condition for the use of the Lessor at no extra cost to the Lessor.

15.5 Validity.

If any provision of this agreement is found or held to be invalid or unenforceable the validity of all the other provisions hereof shall not be affected thereby and the parties agree to meet and review the matter and if any valid and enforceable means is reasonably available to achieve the same commercial object as the invalid or unenforceable provision, to adopt such means by way of variation of the Agreement. However if any invalid term is capable of amendment to render it valid the parties agree to negotiate an amendment to remove the invalidity or unenforceability.

15.6 Entire Agreement

This Agreement replaces all prior agreements and undertakings between the Parties and constitutes the entire understanding between the Parties relating to the subject matter of this Agreement. No oral representations warranties or promises shall be implied as terms of this Agreement unless expressly incorporated herein. No variation of or addition to this Agreement shall be of any force or effect unless reduced to writing and signed by or on behalf of the Parties and expressed to amend the Agreement.

15.7 Force Majeure

This Agreement shall not in any way be affected nor shall any party hereto be held liable for any failure or delay in the performance of any undertaking term or condition herein if such failure or delay is due to any cause or causes beyond its control including but not limited to fire, flood, damage by the elements of perils of the sea, air accident, act of God, strike, lockout, act of foreign or domestic de jure or be facto government, civil disturbance, breach of the peace, declared or undeclared war, police action, act or interference by civil or military authorities or due to any other cause beyond the control of the parties hereto.

15.8 Execution of Agreement

The parties agree that this Lease may be executed in any number of counterparts, each of which, when duly executed, whether by facsimile or otherwise, shall constitute an original hereof.

Signed at _____ on this ___ day of _____ 2014.

Witnesses:

1. _____

2. _____

Signed on behalf of **FIDELITY ENTERPRISES LTD** who hereby warrants that he/she is duly authorised.

Signed at _____ on this ___ day of _____ 2014.

Witnesses:

1. _____

2. _____

Signed on behalf of **ISLANDSITE 180 (PTY) LTD** who hereby warrants that he/she is duly authorised