

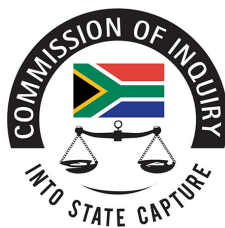
EXHIBIT DD 6

AFFIDAVIT & ANNEXURE

OF

ARSON MALOLA PHIRI





**JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE CAPTURE,
CORRUPTION AND FRAUD IN THE PUBLIC SECTOR INCLUDING ORGANS OF STATE**

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**IN RE: JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF
STATE CAPTURE, CORRUPTION AND FRAUD IN THE PUBLIC SECTOR
INCLUDING ORGANS OF STATE**

AFFIDAVIT

I, the undersigned,

ARSON MALOLA PHIRI



Do hereby state under oath that:

- 1 I am an adult male living in Johannesburg.
- 2 The fact contained in this affidavit are within my personal knowledge and belief both true and correct, unless the context indicates otherwise. The facts are based on my best recollection of the events that I was engaged in, supported by the documents that I independently sourced.

EMPLOYMENT AT SA EXPRESS

- 3 I was employed by SA Express Airways (SOC) Limited ("SA Express") from April 2007 to August 2012.

- 3 1 From 2007 to 2010, I was employed as General Manager:
Commercial; and

3.2 From 2010 to 2012, I was employed as General Manager: Regional Expansion.

- 4 During my employment at SA Express I was a member of the Executive Committee ("**EXCO**") whilst serving as General Manager: Commercial and General Manager: Regional Expansion.
- 5 I accepted a Contract of Employment with SA Express as General Manager: Commercial, effective 21 November 2018, on a one-year Fixed Term Contract which ends on 20 November 2019 .
- 6 I was requested by the Judicial Commission of Inquiry into Allegations of State Capture, Corruption and Fraud in the Public Sector including Organs of State ("**Commission**") to provide insight into the SA Express/Dube TradePort Corporation/SA Express Project ("**the SAX/DTP Project**") that was signed on 24 May 2012. I will focus in my evidence on the parallels between the DTP Project with the SA Express/North West Province Department of Community Safety & Transport Management Initiative ("**SAX/North West Project**").
- 7 Dube TradePort is a Schedule 3C public entity established by the KwaZulu-Natal Provincial Government to develop the Dube TradePort ("**DTP**").



- 8 Schedule 3C public entities are created as specific strategic, economic or social interventions of the State or to address strategic risks or dangers that the State or society faces to its security, health, prosperity or wellbeing. Such entities are usually created as an extension of a government department which shares a similar mandate. While these entities are often reliant on government funding to achieve their objectives, they may adopt commercial and business principles in ensuring service delivery.
- 9 DTP was formed under the Department of Economic Development, Tourism and Environmental Affairs ("EDTEA"). Its mandate speaks primarily to facilitating economic growth and attracting long term investment to the Province. DTP plays a multi-faceted role in both enabling and driving the development of the air logistics business.
- 10 On the one hand, DTP acts as master developer of the precinct, guiding and facilitating the appropriate uses of land for property development, light manufacturing and assembly, agricultural production and ensuring that infrastructure planning and development keeps pace with growth.
- 11 On the other hand, DTP acts as an investor aimed at enabling strategic economic investment from the private sector that supports economic growth and international connectivity to enhance the competitive position of the provincial economy in the Global Supply Chain.



- 12 The Dube TradePort Corporation neither owns nor manages King Shaka International Airport ("KSIA"). The Airports Company of South Africa ("ACSA") owns and manages the KSIA.
- 13 As a background to the SAX/DTP Project, the SAX/DTP Project Team had approached a number of domestic and international airlines to consider operating to/from the KSIA to support the objectives of the Dube TradePort Project in promoting trade, tourism and the creation of employment in the KwaZulu-Natal Province ("KZN").
- 14 A number of international airlines responded positively who operated to/from KSIA. SA Express was one of the first domestic airlines to respond positively. The SAX/DTP Project was aligned to the SA Express Regional Expansion Strategy at the time.
- 15 As the then General Manager: Regional Expansion for SA Express, I was part of the negotiating team.
- 16 SA Express confined its engagement and negotiations with DTP. Neither ACSA nor the KZN Provincial Government were part of the SAX/DTP Project and therefore did not form part of the negotiating team.

MEMORANDA

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17 A Memorandum of Understanding ("**MoU**") and subsequently a Memorandum of Agreement ("**MoA**") between DTP and SA Express were signed on 30 September 2011 and 10 May 2012 respectively.

18 I attach a copy of the following to this affidavit:

18.1 Memorandum of Understanding ("**AMP1**"); and

18.2 Memorandum of Agreement ("**AMP2**").

19 Under the MoU, the parties agreed to co-operate with each other to develop potential partnerships for their mutual benefit. The parties also agreed to develop *Regional Routes* from KSIA.

20 However, the MoU stipulated that the relationship between the Parties would be that of independent contractors and not as a Partnership or an Agency.

21 In effect, DTP's objective was to develop Air Traffic and Regional air routes to and from KSIA. SA Express agreed to develop and operate the routes as identified by an external study conducted by Seabury Consulting. The external study was presented to SA Express Board in November 2011.



- 22 One of provisions of the MoA was that for each of the identified Regional routes, an addendum had to be signed to specify the conditions and terms relating to the routes, with a focus on incentive structures and parameters.
- 23 The African Expansion Initiative was part of my responsibilities, I was the main signatory to both the MoU and the MoA, with Ms Tshavhu Mamphiswa (who has since deceased) and Ms Thandi Kunene (the then Divisional Manager: Regional Expansion) as witnesses to the MoU . The MoU was witnessed by Thandi Kunene and another person whom I am unable to identify their signature.
- 24 I resigned from SA Express in August 2012 to join South African Airways Technical (SOC) Limited ("**SAAT**"), a subsidiary of South African Airways (SOC) Limited ("**SAA**").
- 25 On my departure from SA Express, the DTP Project was transferred to the General Manager: Commercial, Mr Brian van Wyk who was appointed on the 1 November 2012. He was subsequently suspended on 1 July 2016 and finally resigned on 31 August 2016.
- 26 Ms Thandi Kunene was subsequently appointed as Acting General Manager: Commercial from 1 April 2016 to 31 August 2018.



- 27 The Addenda for both the Durban-Lusaka and the Durban-Harare routes were negotiated and signed on 2 November 2012 and 7 August 2013 respectively. These were negotiated and signed post my departure.
- 28 The Durban (KSIA)- Lusaka Addendum was signed by Mr Brian van Wyk and witnessed by Ms. Thandi Kunene and another person whom I cannot identify their signature on the 2nd of November 2012. **(Ann: AMP 3.1)**
- 29 In July 2013, a subsequent Addendum for the Durban-Lusaka route was signed by Mr Inathi Ntshanga (The then CEO) and it was witnessed by Ms. Thandi Kunene and another person whom I cannot identify their signature. **(Ann AMP 3.2)**
- 30 The Durban-Harare Addendum was signed by Mr. Brian Van Wyk and witnessed by Ms. Thandi Kunene and another person whom I cannot identify on the 29th November 2013. **(Ann: AMP 4)**

DTP INCENTIVES

- 31 As part of attracting domestic and international airlines to operate to and from KSIA, DTP had structured a number of incentives in favour of operators willing to open new and targeted regional and international routes out of KSIA.



- 32 The MoU signed on 7 September 2011, made provision for DTP to advance an amount of *R5,000,000 (five million Rand)* ("**the Fund**") to be utilised for the planning, development, marketing and operations of the joint activities contemplated in the MoU.
- 33 The Fund was to be paid by DTP into an interest bearing trust or an escrow account held in DTP's name.
- 34 The parties negotiated the Terms of Reference and the Specific Preliminary Activities which would qualify for reimbursement by DTP.
- 35 Under the MoU, DTP would be solely responsible for the administration of the Fund and payments to suppliers thereof.
- 36 The MoU listed the potential routes that qualified for Marketing Support by DTP as per Annexure A in the MoU.
- 36.1 In the Addendum for Durban (KSIA) – Lusaka route, in addition to the Cost Per Route Incentive, DTP also committed to contributing towards Preliminary Activity costs for the launch of the qualifying route to a maximum of R500 000.00 (Five Hundred Thousand Rand) to ensure success of the route.




36.2 In the Addendum for Durban (KSIA) – Harare route, DTP established a *Preliminary Activities Fund* from which the claims for “Costs of Launching” and “Marketing Expenses” on qualifying route were to be settled. This is no different to the terms of the MoU.

37 All the claims for reimbursement made against DTP had to be substantiated with proof of actual costs incurred. DTP would do verification and reconciliation of these costs to complete this process. These costs were then paid in arrears.

38 The Flight Incentive Costs were to be reimbursed by DTP in accordance with 2012 ACSA and ATNS Regulated Tariffs. These relate to Landing Charges, Parking Costs, Navigation, Weather and Aircraft Handling Charges.

39 It was estimated that the Flight Incentive Costs and therefore Rebates for SA Express, on the Durban (KSIA)-Lusaka route (operating a CRJ200 four (4) frequencies per week), would be approximately R2 928 454.88 *per annum*. This would be based on a Cost per trip of R14 079.11 as estimated in the Costing Schedule of Annexure A of the Addendum: Durban (KSIA)-Lusaka.



40 The Flight Incentive Cost was limited to a Rebate of *R14 079.11* per trip, being the total for both oncoming and outgoing flights and flights costs.

The cost was made up of the following qualifying incentive components:

40.1 Landing Costs R3 406.34 per Landing at KSIA

40.2 Parking R1 787.92 per Aircraft Parked

40.3 Passenger Handling R1 895.30 per Turnaround

40.4 Navigation R2 763.80

40.5 Weather Services R195.90 per Request

40.6 **Ground Handling** (Additional Ad Hoc Services):

40.6.1 Additional ad-hoc Ground Handling services:

40.6.1.1 Aircraft Towing R902.79

40.6.1.2 Pushback R516.61

40.6.1.3 PAU (Per Trip) R457.94

40.6.1 4 Wheelchair R85.05

40.6.1.5 First Bus	R274.77
40.6.1.6 Second Bus	R196.26
40.6.1.7 Air Starter Unit	R1 138.29
40.6.1.8 GPU	R457.94

41 It was estimated that the Flight Incentive Costs and therefore Rebates for SA Express, on the Durban (KSIA)-Harare route (operating a CRJ200 Three frequencies a week), would be approximately *R1 089 174.84 per annum*. This would be based on a Cost per Trip of R6 981.89 as estimated in the Costing Schedule of Annexure A of the Addendum: Durban (KSIA)-Harare.

42 The Flight Incentive Cost is limited to a Rebate of *R6 981.89* per trip (being the total for both incoming and outgoing Flights and Flights Costs) made up of the following qualifying incentive components:

42.1	Landing Costs	R3 620.88 per Landing at KSIA
42.2	Parking	R725.63 per Aircraft Parked
42.3	Passenger Handling	R814 00 per Turnaround

42.4 Navigation R1 589.46

42.5 Weather Services R190.90 per Request

43 The Flight Incentive Costs represents the maximum amount which may be claimed. It was based on Actual Flights and Qualifying Flights Costs as per the Agreement.

44 SA Express paid and claimed the following costs and expenses incurred for the 12 months period (2014):

Element	2014 Invoice Amounts	Service Provider
Landin g	R 2 944 126,03	ACSA
Parkin g	R 145 133,37	ACSA
Pax Handlin g	R 361 873,62	SAA
Ramp Handling / Aircraft Handlin g	R 431 851,25	Menzies
TOTAL	R 3 882 984,27	

45 I annex a copy of the breakdown of claimed monthly Flight Costs by SA Express ("AMP5").

[Signature]
EF:

- 46 The incentives were applicable for a period of one year from the commencement of the qualifying route.
- 47 SA Express did not claim or seek reimbursement for the Pre-launch Marketing costs incurred.
- 48 I attach hereto a copy of Government Gazette: Air Traffic & Navigation Services (ATNS) - 2012 ("**AMP6**") and Airports Company of South Africa (ACSA) – 2012

NORTH WEST PROVINCE DEPARTMENT OF COMMUNITY SAFETY & TRANSPORT MANAGEMENT PROJECT/SA EXPRESS PROJECT

- 49 In response to the Request for Proposals issued by the North West Department of Community Safety and Transport Management for the re-introduction of an air transport service between OR Tambo International Airport ("**ORTIA**"), Cape Town International Airport ("**CTIA**"), Pilanesberg Airport and Mafikeng Airport, SA Express responded to the Request for Proposals (RFP) subject to a subsidy from the Department of Community Safety and Transport Management Executive Council.
- 50 The subsidy request and requirement by SA Express was duly accepted by the Department of Community Safety and Transport Management.



51 The North West Province is the owner and licensee of both the Pilanesberg and Mafikeng Airports.

52 SA Express agreed to operate to the two airports using a CRJ200 or any suitable replacement aircraft. In addition, SA Express agreed to provide crew, distribution, sales and airlines operational infrastructure for the operation on the designated routes.

53 SA Express agreed to provide its Operations and Marketing expertise for the smooth operation of the airline services.

54 The contract period was for five (5) years from the effective date.

55 The Agreement was signed by Mr Inati Ntshanga, the then CEO of SA Express and was witnessed by Mr Brian Van Wyk. (Ann: AMP 7)

Business and Financial Model

56 The cost of tickets to be sold was to be determined by SA Express and was subject to annual increased in line with the airline's Fare Policy.

57 The cost of tickets was to be exclusive of Passenger Service Charges (PSC), Security Tax, Fuel Levies and VAT .

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58 The Department contracted to pay annually, in advance to SA Express the Subsidy, and to the *Management Company* the Operational costs of both airports.

59 The Subsidy Schedule for both Pilanesberg and Mafikeng Airports are contained in the Agreement as Annexure "A".

60 SA Express appointed a Ground Handling Company at both airports, namely:

60.1 Halcygen (Pty) Ltd t/a Pilanesberg Airport Management Company
(Ann: AMP 8.1)

60.2 Mahikeng Airport Management Company (Ann: AMP 8.2)

60.3 Valotech Facilities Management CC (Ann: AMP 8.3)

60.4 Koreneka Event Managers T/A Koreneka Trading and Projects.
(Ann: AMP 8.4)



("Handling Companies")

No	Service Provider	Airport	Airport Management	Passenger Handling	Ramp Handling/ Aircraft Handling	Route Development/ Marketing
1	Halocygen (Pty) Ltd - Pilanesberg Airport Management Company (PAMCO)	Pilanesberg	✓	✓	✓	
2	Mahikeng Airport Management Company (MAMCO)	Mahikeng	✓	✓	✓	
3	Valotech Facilities Management CC	Mahikeng	✓	✓	✓	✓
4	Koreneka Event Manager T/A Koreneka Trading and Projects	Pilanesberg and Mahikeng	✓	✓	✓	✓

61 In support of the comparative analysis table above, I also attach a copy of:

61.1 The Standard Ground Handling Agreement between South Africa Airways (Pty) Ltd and SA Express which regulated, amongst other things, Passenger Handling at the KSIA ("**AMP9**"); and

[Handwritten signature]
[Handwritten initials]

61.2 The Standard Ground Handling Agreement between SA Express and Menzies Aviation (South Africa)(Pty) Ltd which regulated, amongst other things, Ramp Handling at the KSIA ("**AMP10**").

62 The above Ground Handling Contracts were valid for periods between April 2005 to March 2020.

63 The purpose of the Airport Handling Service providers was to provide Ground Handling services to SA Express at both Pilanesberg and Mahikeng Airports.

64 In consideration for the services contracted from the Handling Companies, SA Express agreed to pay the Handling Companies the charges incurred for providing such services as referred to in the Standard Ground Handling & Service Level Agreements (Simplified Procedure).

65 The obligations of the Department and SA Express are stipulated in the Agreement paragraphs 9 and 10 respectively.

66 The Main Agreement which was between the North West Provincial Government and SA Express provided for an Incentive or Subsidy Scheme consisting of:

66.1 Concessions – Subsidy;

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66.2 Management Company Subsidy to covering:

66.2.1 Route Marketing Subsidy (for each of the airports)

66.2.2 Operations Costs (for each of the airports)

67 The Concessions-Airline Subsidy ranged from a total of R34m in the first year down to R22m in the 5th Year for both airports.

68 The Total Subsidy for the two routes amount to:

68.1 First Year R110m

68.2 Second Year R83m

68.3 Third Year R75m

68.4 Fourth Year R71m

68.5 Fifth Year R68m

69 These Subsidies were paid in advance by the North West Provincial Government.



70 I am not in a position to comment on the rationale and justification for the level of Route Development subsidy. However, what I can confirm that, the entire Marketing spend of SA Express is recorded in its Management Accounts as follows: (Ann: AMP 11)

70.1 FY14/15 R1, 90m

70.2 FY15/16 R1, 03m

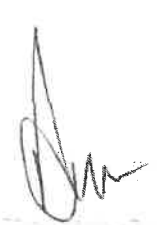
70.3 FY16/17 R7, 40m

70.4 FY17/18 R7, 92m

70.5 FY18/19 R534K

71 I am also not in a position to comment on the rationale and justification for the Cost of Operations (Ground Handling) by the various appointed service providers. However, what I can confirm that when SA Express launched the Johannesburg-Mthatha flight (Eastern Cape) in December 2018, operating with a CRJ200 aircraft, the Airport related costs were close to the ACSA Gazetted Tariffs with cost of Landings charged at [REDACTED] per Landing on a CRJ200.



- 72 It is also worth noting that SA Express launched Johannesburg-Mthatha route (Eastern Cape) in December 2018 and its marketing spend was less than [REDACTED] to promote the route.
- 73 I attach copies of the Breakdown of Mthatha Airport Costs for the period December 2018 to April 2019 ("AMP12").
- 74 It must also be noted that, before SA Express launched the Johannesburg-Pilanesberg and Johannesburg-Mahikeng routes, SA Express Marketing Department had put together a comprehensive Marketing Activities and the costing report. They had budgeted a sum of [REDACTED] to be spent on Route Marketing for the period 2015-2017
- 75 I annex a Presentation authored by Ms Mpho Majatladi, the Head of Marketing for SA Express, on the SA Express Marketing Plan & Budget for the Johannesburg-Pilanesberg and Johannesburg-Mahikeng Routes 2015 – 2017 ("AMP13").
- 76 The above Market Spend is inclusive of Route Development Costs (excluding the North West Project).
- 77 The Management Company Subsidy for the SAX/NW Project ranged from a total of R52m in the 1st year down to R31m in the 5th year.
- 



DEPONENT

I HEREBY CERTIFY that the deponent has acknowledged that he knows and understands the contents of this affidavit, which was signed and sworn before me at Johannesburg on the 5th JUNE 2019, the regulations contained in Government Notice R1258 of 21 July 1972, as amended, and Government Notice No R1648 of 19 August 1977, as amended, having been complied with.

7 June 2019
 E.E. MASHA. SGT.
 12-PATERSON ROAD
 NORTWOOD
 COMMISSIONER OF OATHS
 E.E. MASHA.
 SERGEANT.



Annexure “1”





MEMORANDUM OF UNDERSTANDING

concluded between

DUBE TRADEPORT

and

SOUTH AFRICAN EXPRESS AIRWAYS (SOC) LIMITED



Este + Arson

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[Handwritten signatures: N.K. and A.]

[Handwritten signatures: W. and others]

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8.

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1. THE PARTIES

1.1. The Parties to this MoU are:

1.1.1. The Dube TradePort ("DTP"), 29° South, 7 Umsinsi Junction, La Mercy, KwaZulu-Natal, 4399; Postal Address: P O Box 2017, Durban, 4000,, (Email:- rohan.persad@dubetradeport.co.za); and,

1.1.2. South African Express Airways SOC Limited ("SAX"), at 4th Floor Offices, West Wing, Pier Development, Johannesburg International Airport; Postal Address: PO Box 101, O R Tambo International Airport, 1627, South Africa; (Email: tmamphiswana@flyexpress.aero).

1.2. Each party may be sometimes individually referred to as "a Party" and/or collectively referred to as "the Parties".

2. INTRODUCTION

2.1. The Dube TradePort is a development initiative of DTP and comprises of an international passenger and freight airport, a TradeZone, AgriZone, IT Platform, and associated support zones. DTP's objectives include increasing airline traffic and airside related activities within the Dube TradePort.

2.2. SAX is a South African aviation company carrying domestic and regional passenger and cargo to destinations in Southern Africa. SAX's objective, amongst others, positioning itself as a premier intra-regional African brand.

2.3. The Parties have agreed to co-operate with one another to develop potential partnerships for their mutual benefit, and in order to develop strategic partnerships for:-

2.3.1. regional route development from King Shaka International Airport;

2.3.2. the formation of a joint marketing plan, and the joint implementation of that marketing plan for areas of common interest;

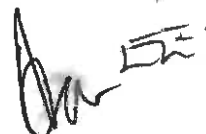
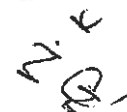
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- 2.3.3. the provision of office space for SAX's regional activities at the DTP 29° South building;
- 2.3.4. the provision and equipping of a purpose built Call Centre at a DTP building;
- 2.3.5. the repair, overhaul and maintenance of the SAX aircraft and air fleet at KSIA;
- 2.3.6. the joint formulation of a regional air cargo and express cargo strategy for activities from King Shaka International Airport;
- 2.3.7. the formulation of branding alliances for SAX's inflight catering; and
- 2.3.8. The provision of paperless system as a platform for cargo IT system at King Shaka International Airport.
- 2.4. The nature and extent of the partnerships will be negotiated and will be subject to substantive agreements to be concluded between the Parties, which will become binding upon signature thereof.

3. DURATION

- 3.1. This MOU shall enter into force when signed by all Parties hereto ("signature date") and shall terminate on the earlier of:
- 3.1.1. Replacement of this MOU by substantive agreements to be concluded between the Parties, as contemplated herein;
- 3.1.2. The mutual agreement between the Parties not to proceed with the activities contemplated herein;
- 3.1.3. Twelve (12) months after the signature date, unless the MoU is extended for a further period on terms to be mutually agreed by the Parties at or before the expiry of the initial time of twelve (12) months.



as

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- 3.2. Notwithstanding clause 3.1 above, either Party may withdraw from the MoU on 30 (thirty) days' written to the other Party.

4. PURPOSE OF THIS MOU

- 4.1. The purpose of the MoU is:-

4.1.1. To obtain agreement from both parties on their joint commitment to work together towards exploring a mutually beneficial partnership based on the proposed joint activities; and

4.1.2. To facilitate the conditions under which the Parties will work together once this MoU has been signed.

4.2. This MoU provides the framework for subsequent discussions, evaluation and negotiations to be undertaken by the Parties. Such negotiations will be undertaken in the utmost good faith, and the conclusion of firm agreements or commitments with regard to the activities contemplated in clauses 5, 6, 7, 8 and 9 below is subject to the execution of detailed written transaction or joint venture agreements in forms satisfactory to the Parties.

4.3. Such agreements, and the obligations contemplated thereunder, will only become binding upon signature by the Parties and approval by the Executive Committees, Boards or delegated authorities of the respective Parties.

4.4. The Parties record that this arrangement is not exclusive and does not limit the rights of DTP to negotiate and conclude similar agreements with third parties, nor provides SAX with sole rights with to regard to the activities contemplated herein, unless separately agreed to by the Parties.

4.5. The provisions relating to clauses 12, 13, 14, 15, 16 and 17 shall survive the expiration or termination of this MoU.

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5. REGIONAL ROUTE DEVELOPMENT

- 5.1. The Parties wish to cooperate with one another to develop regional air routes from King Shaka International Airport, with initial emphasis on route development to the destinations in annexure A and any other destination agreed to between the parties from time to time.
- 5.2. DTP will provide marketing support for a period of 1 (one) year in respect of each of the routes referred to in annexure A.
- 5.3. The terms and conditions applicable to the proposed route development and marketing support will be negotiated and agreed to between the Parties, with each identified route provided for in accordance with specific timelines, marketing strategies and costs to be agreed upon. Upon agreement being reached it is intended that the costs of the marketing support will be paid from the Preliminary Activities Fund to be established by DTP, subject to terms and conditions to be agreed upon between the Parties.
- 5.4. The Agreement to provide for route development and marketing support, must be concluded prior to the expiry of this MoU as provided in clause 3.1.3 above, and the specific route development and marketing agreed to must have been implemented before the expiry of this MoU.

6. SAX REGIONAL PREMISES AT 29° SOUTH

- 6.1. The Parties will jointly explore SAX taking up office space for its regional activities at the DTP 29° South building, and for the design, development and equipping of a purpose built Call Centre.
- 6.2. SAX must provide DTP with its requirements and proposals with regard to the office space and design, development and equipping of a purpose built Call Centre at the DTP 29° South building within 30 (thirty) days of signature date.
- 6.3. The terms and conditions applicable to the proposed lease will be negotiated and agreed to between the Parties.








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7. MAINTENANCE OF THE SAX FLEET

- 7.1. The Parties will jointly explore the possibility of the repair, overhaul and maintenance functions of the SAX aircraft and air fleet being undertaken at the MRO facility to be constructed by DTP at KSIA, and the terms and conditions applicable thereto. Until the said agreement is reached SAX will continue with such activities at OR Tambo International Airport.

8. REGIONAL AIR CARGO STRATEGY

- 8.1. The Parties will jointly formulate a regional air cargo strategy and an express cargo strategy for their mutual benefit.
- 8.2. The costs of any third party consultant employed to assist in the preparation of the regional air cargo strategy will be paid from the Preliminary Activities Fund to be established by DTP, subject to terms and conditions to be agreed upon between the Parties.

9. BRANDING ALLIANCES

- 9.1. The Parties will jointly explore the development of branding alliances for SAX's in-flight catering, with specific regard to produce from the DTP AgriZone, and any other activities identified by them from time to time. Such activities will be subject to terms and conditions to be agreed upon between the Parties, and the alignment of strategic objectives and brand values.

10. NEGOTIATION TEAM

- 10.1. The Parties agree to appoint senior representatives with decision-making authority from amongst themselves to form a joint project team to facilitate coordination of the joint development processes that will include, but not be limited to, the following:
- 10.1.1. to receive, review and analyse the results of any marketing report or proposal, feasibility study, and/or analysis undertaken by them;

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- 10.1.2. to discuss, negotiate and recommend the business relationship for the execution of the activities contemplated by this MoU, and to agree on the appropriate development strategy for such activities;
- 10.1.3. to negotiate and conclude detailed written transaction or joint venture agreements and leases;
- 10.1.4. to determine the activities which will determine payments from the Fund, and the terms and conditions applicable thereto.

10.2. In the course of the process referred to in clause 10.1 above, SAX will prepare detailed proposals with regard to the issues required for the contemplated route development and the joint marketing thereof, which must include all relevant factors, including, inter alia, regulatory and licensing issues; issues related to bi-laterals; aircraft and fleet requirements; aviation compliance; landing rights, cargo handling and fees and all other issues necessary for the development of the contemplated routes.

11. PRELIMINARY ACTIVITIES FUND

- 11.1. As indication of its commitment to the joint activities contemplated by this MoU, DTP will advance an amount R5,000,000.00 (five million Rand) ('The Fund') to be utilised for the planning, development, marketing and operations of the joint activities contemplated by this MoU, to be split between passenger and cargo activities.
- 11.2. The Fund will be paid by DTP into an interest bearing trust or escrow account held in DTP's name and for its benefit within 30 (thirty) days of signature of this Agreement by the last Party signing.
- 11.3. The Parties will reach agreement on the specific preliminary activities and terms of reference of the activities to be paid for from the Fund.
- 11.4. Payment tranches will follow a schedule as determined by the agreed timeline and payment conditions determined and agreed to between the Parties for each route.

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- 11.5. DTP shall be solely responsible for the administration of the Fund, and DTP shall pay service providers from the Fund in accordance with the terms and conditions of agreement concluded between the Parties and those service providers or suppliers, as the case may be.
- 11.6. The balance of the Fund not disbursed or contractually committed in terms of agreements concluded between the Parties during the duration of this MoU, together with any interest thereon, will be returned to DTP.
- 11.7. Ownership and title in and to the data, reports, diagrams, documentation, information, confidential information and intellectual property ('documents') or goods or equipment paid for from the Fund will at all times vest in DTP, unless otherwise agreed to between the Parties.
- 11.8. DTP will provide SAX with a report on utilisation and the status of the funds drawn from the Fund.
12. PFMA
- 12.1. The Parties are public entities as contemplated by the Public Finance Management Act ("PFMA"), and the Parties may be required to account for funds made available for initiatives contemplated under this MOU. The parties accordingly undertakes to comply with the provisions of the PFMA in respect of any funds made available for initiatives contemplated under this Agreement (to the extent that they are applicable), by:-
- 12.1.1. keeping proper books of account in respect of the funds utilized in terms of this Agreement;
- 12.1.2. SAX providing DTP with quarterly reports of expenditure by it of funds made available to it by DTP from the Fund for initiatives contemplated under this Agreement; and
- 12.1.3. SAX furnishing DTP with whatever information DTP reasonably requires regarding the activities contemplated by this MOU to enable DTP to comply with its PFMA reporting and accountability obligations.

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[Handwritten signature: J.M.K.]

[Handwritten signature: B.E.]

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- 12.1.4. DTP furnishing SAX with whatever information SAX reasonably requires regarding the activities contemplated by this MOU to enable SAX to comply with its PFMA reporting and accountability obligations, to the extent these arise.

13. PUBLIC ANNOUNCEMENT

- 13.1. The Parties will liaise with one another upon signature of this MoU for the purposes of preparing a joint press statement concerning the provisions of this MoU. Neither of the Parties shall make any public announcement regarding the matters contemplated in this MoU without the prior written agreement of the other Party.

14. RETENTION OF INTELLECTUAL PROPERTY AND INFORMATION

- 14.1. Any and all data, reports, documentation, information, confidential information and intellectual property ('documents') arising from the joint venture contemplated by this MoU will vest in the Party who has paid for or prepared such document, unless the documents were prepared by or paid for by both Parties, in which case the documents shall vest in both Parties.
- 14.2. It is agreed that such documents will be confidential information, shall not be disclosed, used independently, and/or used for commercial gain, benefit or advantage without the other Party's written consent.
- 14.3. Any documents paid for out of the Fund will vest in DTP and be wholly owned by it. However, it is agreed that such documents will be confidential information, shall not be disclosed, used independently, and/or used for commercial gain, benefit or advantage without SAX's written consent.
- 14.4. SAX must will provide DTP, at its request, with detailed reports on the activities undertaken by it in terms of this MOU, and will provide any information in that regard requested by DTP, which may include a full account of the use of funds utilized by it from the Fund, and information with regard to route performance, input and marketing costs, revenues, load factors and yields for the routes to be developed in terms of this MoU. The information with regard to route performance, input and marketing costs, revenues, load factors and yields for

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[Handwritten initials: LS]

[Handwritten initials: BE]

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the routes will be confidential.

15. CONFIDENTIALITY

- 15.1. This MOU and all related information shall remain confidential between the Parties and each Party receiving confidential information from the Other Party, on behalf of itself, and on behalf of its subsidiaries, affiliates, directors, officers, employees and representatives (collectively, "Representatives"), agrees and ensures that any information of a secret or confidential nature received by it relating to others shall be treated as confidential during the effect of this MOU and, for a period of twelve (12) months from the date of terminating this MOU, shall not be disclosed to any party except with the prior written approval of the Parties or as required by law or any competent regulatory body. Each Receiving Party will take all reasonable steps as may be necessary to prevent the disclosure of Confidential Information or the reproduction or use thereof by others.

16. LAW AND JURISDICTION

- 16.1. This MoU shall be governed by, and construed in accordance with, the laws of the Republic of South Africa, and the Parties consent to the jurisdiction of the KwaZulu-Natal High Court, Durban.

17. ADDRESSES AND NOTICES

- 17.1. For the purposes of this MoU including the giving of notices and the serving of legal process, the parties chose domicilium citandi et executandi ("domicilium") as set out in clause 1 above.
- 17.2. A party may at any time change that party's domicilium by notice in writing provided the new domicilium is in the Republic of South Africa and consists of or includes a physical address at which process can be served.
- 17.3. Any notice given in connection with this MoU shall be delivered by hand or sent by pre-paid registered post or sent by telefax to the domicilium chosen by the party concerned.
- 17.4. A notice given as set out above shall be deemed to have been duly given if delivered, on the

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18.1. This MoU constitutes the entire contract between the parties with regard to the matters dealt with in this MoU and no representations, terms, conditions or warranties not contained in this MoU shall be binding on the parties.

19.1. No agreement varying, adding to, deleting from or cancelling this MoU shall be effective unless reduced to writing and signed by or on behalf of the parties.

20.1. The Parties agree that this MoU may be executed in duplicate by their duly authorized officers on the dates and at the places indicated below.

21.1. Each of the Parties acknowledges that it has been free to secure independent legal and other advice as to the nature and effect of all the provisions of this MoU and that it has either taken such independent legal and other advice or dispensed with the necessity of doing so. Further, each of the Parties hereto acknowledge that all of the provisions of this MoU and the restrictions herein contained have been negotiated as between them and are part of the overall intention of the Parties in connection with this MoU.

22.1. Each party shall pay its own costs of and incidental to the negotiation, preparation and execution of this Agreement.

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SIGNED at LA MERCY this 7th day of September 2011

AS WITNESSES:

1. [Signature]

2. [Signature]

[Signature]
For: DTP, who hereby warrants that he is duly authorised to sign this MoU on its behalf

SIGNED at OR Tambo International Airport this 30th day of September 2011

AS WITNESSES:

1. [Signature] - Isheru

2. [Signature] - Thandi

[Signature]
For: SAX, who hereby warrants that he is duly authorised to sign this MoU on its behalf.

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ANNEXURE A

Ex: King Shaka International Airport, Durban

	Country	Destination	Proposed Freq	Equipment Type	Route Rights	Proposed commencement date
1.	Zambia	Lusaka Livingstone	7 5	CRJ200	Available Available	Dec 2011 Dec 2011
2.	Mozambique	Maputo Inhambane, Vilankolous Pemba	5 5 5 5	CRJ200 CRJ200 CRJ200 CRJ200	Available Available Available Available	Jan 2012 Jan 2012 Jan 2012 Jan 2012
3.	Botswana	Gaborone Francistown	4	Q400	Available from April 2012	April 2012
4.	Angola	Luanda	5	CRJ700	To submit application to ILC	Jan 2011 (subject to route rights being handed back by Interair)
5.	Malawi	Lilongwe Blantyre	7 7	CRJ200 CRJ200	Bilateral to be renegotiated	Feb 2012
6.	Namibia	Windhoek Walvis Bay Alexander Bay	7 7 5	Q400 Q400 Q400	Bilateral to be renegotiated	Feb 2012
7.	DRC	Lubumbashi	5	CRJ700	Bilateral to be negotiated	March 2012
8.	Zimbabwe	Harare	7	Q400	Bilateral to be negotiated	March 2012

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Annexure “2”

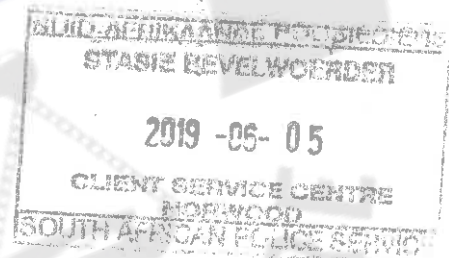


MEMORANDUM OF AGREEMENT**[COOPERATION AND SUPPORT]**

concluded between

DUBE TRADEPORT

and

SOUTH AFRICAN EXPRESS AIRWAYS (SOC) (PTY) LIMITED

PKX ATTORNEYS

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PKX ATTORNEYS

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Print Date: 10 May 2012

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1. THE PARTIES

1.1. The Parties to this Agreement are:

- (a) The Dube Tradeport Corporation, a provincial public entity established under the KwaZulu-Natal Dube TradePort Corporation Act, 2010, having its principal place of business situated at 29 South, 7 Umsinsi Junction, La Mercy, KwaZulu Natal; and
- (b) South African Express Airways SOC (Pty) Ltd (Registration Number: 1990/007412/07), a duly incorporated company, having its principal place of business situated at 4th Floor, West Wing Offices, Pier Development, O.R Tambo International Airport, Republic of South Africa.

1.2. Each party may be sometimes individually referred to as "a Party" and/or collectively referred to as "the Parties".

2. INTRODUCTION

2.1. During or about September 2011 the Parties concluded a Memorandum of Understanding in terms of which they agreed to co-operate with one another to develop strategic partnerships for:-

- (a) regional route development;
- (b) office space for SAX's regional activities at the 29° South building;
- (c) the repair, overhaul and maintenance of the SAX aircraft and air fleet at KSIA;
- (d) the joint formulation of a regional air cargo and express cargo strategy; and
- (e) the formulation of branding alliances;

2.2. The MoU contemplated replacement of the MoU by substantive agreements. Pursuant thereto the Parties have agreed as is hereinafter set out hereunder.

2.3. This Agreement governs the relationship between the Parties pertaining to the subject matter of this Agreement and supersedes any previous agreement between the Parties, whether formal or informal in so far as such Agreement relates to matters covered in this Agreement.

3. INTERPRETATION AND PRELIMINARY

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(a) **Agreement** means this agreement, and includes the Annexures hereto;

(b) **DTP** means the Dube Tradeport Corporation, a provincial public entity established under the KwaZulu-Natal Dube TradePort Corporation Act, 2010, having its principal place of business situated at 29 South, 7 Umsinsi Junction, La Mercy, KwaZulu Natal;

(c) **KSIA** means King Shaka International Airport, La Mercy, KwaZulu-Natal;

(d) **MoU** means the Memorandum of Understanding concluded by the Parties during September 2011;

(e) **Route** means a designated aviation route for scheduled airline passenger and/or cargo services in respect of revenue flights between destinations;

(f) **SAX** means South African Express Airways SOC (Pty) Ltd (Registration Number: 1990/007412/07), a duly incorporated company, having its principal place of business situated at 4th Floor, West Wing Offices, Pier Development, O.R Tambo International Airport;

(g) **Signature Date"** means the date of the last signature of this Agreement by the last Party signing.

3.2. The headings of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Agreement nor any clause hereof. In this Agreement, unless a contrary intention clearly appears:-

(a) any reference to one gender include the other two genders;

(b) any reference to the singular include the plural and vice versa; and

(c) any reference to natural persons include created entities (corporate or unincorporate) and the state and vice versa;

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- (d) if any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement;
- (e) when any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday;
- (f) where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- (g) expressions defined in this Agreement shall bear the same meanings in schedules or annexures to this Agreement which do not themselves contain their own conflicting definitions;
- (h) the use of any expression in this Agreement covering a process available under South African law such as a winding-up (without limitation *eiusdem generis*) shall, if any of the parties to this Agreement is subject to the law of any other jurisdiction, be construed as including any equivalent or analogous proceedings under the law of such defined jurisdiction;
- (i) where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in this interpretation clause;
- (j) the expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this;
- (k) the rule of construction that a contract shall be interpreted against the party responsible for the drafting or preparation of the contract, shall not apply;
- (l) any reference in this Agreement to a party shall include a reference to that party's assigns expressly permitted under this Agreement and, if such party is liquidated, sequestrated or declared to be a lunatic or of unsound mind or incapable of managing his own affairs by a

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court of competent jurisdiction, be applicable also to and binding upon that party's liquidator, trustee or curator, as the case may be;

- (m) the words "include", "including" and "in particular" shall be construed as being by way of example or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding word/s;
- (n) the words "other" and "otherwise" shall not be construed *eiusdem generis* with any preceding words where a wider construction is possible.

4. DURATION

- 4.1. This Agreement will commence on the Signature Date and will subject to clause 4.2 below, endure for a period of twelve (12) months thereafter or as the Parties may otherwise agree to in writing.

4.2 It is agreed by the parties that this agreement will terminate if section 54 Public Finance Management Act, 1999 ("PFMA") approval is not granted to SAX for its Durban Regional Expansion within ninety (90) days of the signature date of this agreement, or a longer period as agreed between the parties, or if the condition is waived by SAX.

5. REGIONAL ROUTE DEVELOPMENT

- 5.1. DTP wishes to develop air traffic and regional air routes to and from KSIA. SAX has agreed that it will develop and operate the routes identified in Annexure A as provided for therein. The Parties may add additional routes to those provided for in Annexure A on terms and conditions to be agreed to between them from time to time.
- 5.2. For a period of 12 (twelve) months after Signature Date, and in respect of routes identified in Annexure A, DTP will contribute to SAX's navigation costs for aircraft flying into KSIA on each route, and for the landing charges, parking costs, and aircraft handling charges incurred by SAX aircraft operating the routes specified in Annexure A. DTP's contribution will take the form of financial rebates per specified aircraft flying the specified routes, and will be limited to the actual costs referred to above for each aircraft landing at KSIA, calculated in accordance with clause 5.3(b) below of this Agreement.
- 5.3. It is recorded that at Signature Date hereof:-

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- (a) no aircraft are flying into KSIA on the specified routes;
- (b) the rebates referred to in clause 5.2 total the following amounts:-
 - (i) R 7,168.00 per CRJ 200 Turbine Jet aircraft;
 - (ii) R 8,982.00 per CRJ 700 Turbine Jet aircraft;
 - (iii) R 8,148.00 per Q 400 Turbo Prop aircraft;

5.4. DTP and SAX will conclude addenda to this Agreement to provide for each of the individual routes identified in Annexure A prior to commencement of the operation of those routes by SAX. Each addendum will stipulate the actual rebate to be paid by DTP, and will be calculated in accordance with clause 5.3(b) above. The rebates set out in clause 5.3(b) above are based on 2012 Regulated Tariffs applied by ACSA and ATNS as at Signature Date, and such rebates will apply; Provided that in the event that these amounts are lawfully increased by ACSA and ATNS during the applicable period the Parties will provide for the permitted increases to the Regulated Tariffs in each addendum.

5.5. SAX will account to DTP in respect of rebates referred to in clause 5.2 above on a monthly basis, within 30 (thirty) days of the end of each month under review, and will provide DTP with all invoices and supporting documents required by DTP to verify such charges. DTP will pay the DTP contribution to SAX within 30 (thirty) days of DTP receiving the documentation required by it to verify such charges.

6. SAX REGIONAL PREMISES AT 29° SOUTH

6.1. It is recorded that the Parties are negotiating and concluding a separate lease agreement for SAX Regional Offices at the DTP 29° South building on terms and conditions to be set out therein.

7. MAINTENANCE OF THE SAX FLEET

7.1. The Parties will jointly explore the possibility of the repair, overhaul and maintenance functions of the SAX aircraft and air fleet being undertaken at the MRO facility to be constructed by DTP at KSIA, and the terms and conditions applicable thereto. Until the said agreement is reached SAX will continue with such activities at OR Tambo International Airport.

8. REGIONAL AIR CARGO STRATEGY

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- 8.1. The Parties will jointly formulate a regional air cargo strategy and an express cargo strategy for their mutual benefit.
- 8.2. The costs of any third party consultant employed to assist in the preparation of the regional air cargo strategy will be paid from the Preliminary Activities Fund established by DTP. DTP must grant its prior approval to the brief and instructions given to any third party consultant employed to assist in the preparation of the regional air cargo strategy, as well as the terms and conditions applicable to such appointment, in accordance with clause 10 of this Agreement.

9. NEGOTIATION TEAM

- 9.1. The Parties will continue to liaise with one another and to facilitate coordination of the joint development processes identified in clause 10 of the MoU, as supplemented by written agreement between them from time to time, through the Joint Project Team appointed under that clause 10.

10. PRELIMINARY ACTIVITIES FUND

- 10.1. DTP has established the Preliminary Activities Fund contemplated by clause 11 of the MoU. The provisions of clause 11 of the MoU are incorporated herein, and will continue to apply concerning the terms and conditions applicable to the use of the Fund, and the activities to be funded therefrom.
- 10.2. The Fund is to be utilised for the purposes identified in clause 11.1 of the MoU, and for the rebates contemplated in clause 5 above, and will be split equally between passenger and cargo activities, unless otherwise determined by DTP.

11. RELATIONSHIP BETWEEN THE PARTIES

- 11.1. Subject to the Parties observing applicable law, each Party agrees to use its best endeavours to foster and promote the development of the envisaged commercial relationship to mutual benefit.
- 11.2. The Parties recognise that in order to maximise the achievement of the objectives of this agreement to mutual benefit, the need may arise to supplement or amend this Agreement, for which purposes the Parties agree to negotiate in good faith in accordance with the intent and spirit of this Agreement, provided that no subsequent agreement will be binding until reduced to writing and signed by the Parties.
- 11.3. The relationship between the Parties shall be that as between independent contractors, and

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accordingly no provision of this Agreement shall constitute any partnership or agency between them, and no Party shall have any authority to bind any other party to third persons, save as may be expressly provided to the contrary herein.

- 11.4. No Party shall have any supervisory or controlling powers over the employees, agents or contractors of any other party.

12. JOINT MUTUAL UNDERTAKINGS

12.1. The Parties undertake to:

- (a) exercise reasonable skill, care and diligence in performing any obligations imposed on either Party pursuant to this Agreement;
- (b) act with professionalism;
- (c) adhere to acceptable standards of excellence and quality; and
- (d) maintain a competitive edge, encourage new ideas, better solutions and be efficient in performing their obligations.

13. PFMA

- 13.1. The Parties are public entities as contemplated by the Public Finance Management Act ("PFMA"), and the Parties may be required to account for funds made available for initiatives contemplated under this Agreement. The Parties accordingly undertake to comply with the provisions of the PFMA in respect of any funds made available for initiatives contemplated under this Agreement (to the extent that they are applicable), by:-

- (a) keeping proper books of account in respect of the funds utilized in terms of this Agreement;
- (b) SAX furnishing DTP with whatever information DTP reasonably requires regarding the activities contemplated by this Agreement to enable DTP to comply with its PFMA reporting and accountability obligations; and
- (c) DTP furnishing SAX with whatever information SAX reasonably requires regarding the activities contemplated by this Agreement to enable SAX to comply with its PFMA reporting and accountability obligations, to the extent these arise.

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etc

14. PUBLIC ANNOUNCEMENT

- 14.1. The Parties will liaise with one another upon signature of this Agreement for the purposes of preparing a joint press statement concerning the provisions of this Agreement. Neither of the Parties shall make any public announcement regarding the matters contemplated in this Agreement without the prior written agreement of the other Party.

15. RETENTION OF INTELLECTUAL PROPERTY AND INFORMATION

- 15.1. Any and all data, reports, documentation, information, confidential information and intellectual property ('documents') arising from this Agreement will vest in the Party who has paid for or prepared such document, unless the documents were prepared by or paid for by both Parties, in which case the documents shall vest in both Parties.
- 15.2. It is agreed that such documents will be confidential information, shall not be disclosed, used independently, and/or used for commercial gain, benefit or advantage without the other Party's written consent.
- 15.3. Any documents paid for out of the Fund will vest in DTP and be wholly owned by it.
- 15.4. SAX will provide DTP, at its request, with detailed reports on the activities undertaken by it in terms of this Agreement, and will provide any information in that regard requested by DTP, which may include a full account of the use of funds utilized by it from the Fund, and information with regard to route performance, input and marketing costs, revenues, load factors and yields for the routes to be developed in terms of this Agreement. The information with regard to route performance, input and marketing costs, revenues, load factors and yields for the routes will be confidential.

16. CONFIDENTIALITY

- 16.1. This Agreement and all related information shall remain confidential between the Parties and each Party receiving confidential information from the Other Party, on behalf of itself, and on behalf of its subsidiaries, affiliates, directors, officers, employees and representatives (collectively, "Representatives"), agrees and ensures that any information of a secret or confidential nature received by it relating to others shall be treated as confidential during the effect of this Agreement and, for a period of twenty-four (24) months from the date of terminating this Agreement, shall not be disclosed to any party except with the prior written approval of the

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Parties or as required by law or any competent regulatory body. Each Receiving Party will take all reasonable steps as may be necessary to prevent the disclosure of Confidential Information or the reproduction or use thereof by others.

17. LAW AND JURISDICTION

17.1. This Agreement shall be governed by, and construed in accordance with, the laws of the Republic of South Africa, and the Parties consent to the jurisdiction of the KwaZulu-Natal High Court, Durban.

18. NOTICES AND DOMICILIA

18.1. The parties choose as their domicilia citandi et executandi their respective addresses set out in this clause for all purposes arising out of or in connection with this agreement at which addresses all processes and notices arising out of or in connection with this agreement, its breach or termination may validly be served upon or delivered to the parties.

18.2. In the case of SAX:

Physical address:

4th Floor Offices, West Wing

Pier Development

O.R Tambo International Airport

South Africa

Postal address:

P O Box 101

O.R Tambo International Airport

1627

Republic of South Africa

[Signature]

[Signature]

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[Signature]

18.3. In the case of DTP:**Physical address:**29th South, 7 Umsinsi Junction

La Mercy

KwaZulu-Natal

4399

Postal address:

P O Box 2017

Durban

4000

18.4. Any notice given in terms of this Agreement shall be in writing and shall:-

- (a) If delivered by hand be deemed to have been duly received by the addressee on the date of delivery;
- (b) If posted by prepaid registered post, be deemed to have been received by the addressee on the 14th (fourteenth) day following the date of such posting;
- (c) If transmitted by facsimile, be deemed to have been received by the address on the day following the date of despatch, unless the contrary is proved.

18.5. Notwithstanding anything to the contrary contained or implied in this Agreement, a written notice or communication actually received by one of the Parties from another, including by way of facsimile transmission, shall be adequate written notice or communication to such Party.

19. DISPUTES

19.1. It is specifically recorded and agreed that notwithstanding the provisions of clause 20 below, the Parties agree that in the event of any dispute arising in respect of the interpretation and application of any provision of this Agreement, such dispute shall be decided by the Arbitration Foundation of South Africa or its successor-in-title in accordance with its Rules.

19.2. Notwithstanding the provisions of clause 19.1, the parties shall be entitled to seek interim relief from a Court of competent jurisdiction pending the outcome of the contemplated arbitration proceedings, or pending such Order as the said Court may issue, pertaining to any dispute of whatsoever nature between the Parties which may arise from this Agreement.

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20. AMICABLE RESOLUTION

- 20.1. The Parties shall seek to resolve amicably any dispute arising out of or in connection with this Agreement (including any question regarding its existence, enforceability, validity, interpretation or termination) (a "**Dispute**"). To that end, any Party (the "**Requesting Party**") may by written notice request any one or more of the other Parties (each a "**Requested Party**") to procure that the Requested Party attends a meeting with the Requesting Party to discuss and seek to resolve the Dispute. If a Requested Party does not attend the meeting within a reasonable period (not exceeding 10 (ten) Business Days) after the request or if any Party is not satisfied with the outcome of the meeting then the Requesting Party or any Requested Party may refer the Dispute to the appropriate forum in accordance with clause 18 (Disputes).

21. BREACH

- 21.1. If either Party (the "**Defaulting Party**") breaches any provision of this Agreement and fails to remedy such breach, or if the breach is not capable of remedy, failing to implement such other action acceptable to the other Party, within 14 (fourteen) days after receiving a written notice from the other Party (the "**Aggrieved Party**") requiring the Defaulting Party to do so, the Aggrieved Party shall be entitled, without prejudice to any other rights it may have under applicable law, to cancel this agreement with immediate effect and/or to claim immediate payment and/or performance by the Defaulting Party of all of the Defaulting Party's obligations whether or not the due date for payment and/or performance shall have arrived, in either event without prejudice to the Aggrieved Party's rights to claim damages.

22. ASSIGNMENT

- 22.1. Neither Party will be entitled to assign any of its rights and obligations under this Agreement to any third party without the express prior written consent of the other Party first having being obtained.

23. ENTIRE CONTRACT

- 23.1. This Agreement constitutes the entire contract between the parties with regard to the matters dealt with in this Agreement and no representations, terms, conditions or warranties not contained in this Agreement shall be binding on the parties.

24. VARIATION AND CANCELLATION

- 24.1. No agreement varying, adding to, deleting from or cancelling this Agreement shall be effective unless reduced to writing and signed by or on behalf of the parties.

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25. SEVERABILITY

- 25.1. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law but if any provision of this Agreement shall be unenforceable or invalid under the applicable law, such invalidity or unenforceability shall not affect the other provisions of this Agreement, all of which shall remain in full force and effect.

26. COUNTERPARTS

- 26.1. This Agreement may be signed in counterparts and the copies signed in counterpart shall constitute the Agreement. This shall include faxed and/or scanned copies of this Agreement.

27. INDEPENDENT ADVICE

- 27.1. Each of the Parties acknowledges that it has been free to secure independent legal and other advice as to the nature and effect of all the provisions of this Agreement and that it has either taken such independent legal and other advice or dispensed with the necessity of doing so. Further, each of the Parties hereto acknowledge that all of the provisions of this Agreement and the restrictions herein contained have been negotiated as between them and are part of the overall intention of the Parties in connection with this Agreement.

28. COSTS

- 28.1. Each party shall pay its own costs of and incidental to the negotiation, preparation and execution of this Agreement.

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SIGNED at LA MERCY this 24th day of MAY 2012

AS WITNESSES:

1. [Signature]2. [Signature]

[Signature]
For: DTP, who hereby warrants that he is duly
authorised to sign this Agreement on its behalf

SIGNED at O.R TAMBO INTERNATIONAL AIRPORT this 10th day of MAY 2012

AS WITNESSES:

1. [Signature]2. [Signature]

[Signature]
For: SAX, who hereby warrants that he is duly
authorised to sign this Agreement on its behalf.



[Signature]



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ANNEXURE A

Ex: King Shaka International Airport, Durban

	Country	Destination	Proposed Freq	Equipment Type	Route Rights	Proposed commencement date
1.	Zambia	Lusaka Livingstone	8 5	CRJ200	Available Available	12 July 2012
2.	Mozambique	Maputo Vilankolous	3 3	CRJ200	BASA to be renegotiated Available	November-December 2012 November 2012
3.	Botswana	Gaborone	3	CRJ200	To submit application to ILC	October-November 2012
5.	Malawi	Lilongwe Blantyre	5 5	CRJ200	Bilateral to be renegotiated	June 2013
6.	Namibia	Windhoek	3	CRJ200	Bilateral to be renegotiated	September - October 2012
7.	DRC	Lubumbashi	4	CRJ700	Bilateral to be negotiated	August 2013
8.	Zimbabwe	Harare	3	CRJ200	Route right hearing schedule for the 14 th June 2012	August-September 2012

SLID-AFRIKAANSE POLISIE
STASIE BEVELWOERDER
2019-05-05
CLIENT SERVICE CENTRE MORRIS
SOUTH AFRICAN POLICE SERVICE

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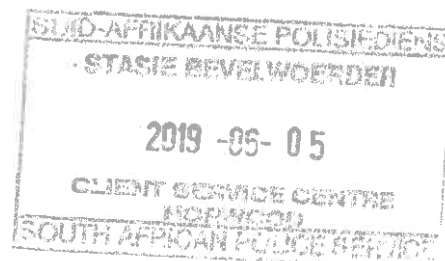
Annexure “3.1”



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ADDENDUM : KING SHAKA – LUSAKA ROUTE

THE DUBE TRADEPORT CORPORATION
SOUTH AFRICAN EXPRESS AIRWAYS (SAC) LIMITED



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1.1. The Dube Tradeport Corporation (DTPC), a provincial public entity established under the KwaZulu-Natal Dube TradePort Corporation Act, 2010, having its principal place of business situated at 29 South, 7 Umsinsi Junction, La Mercy, kwaZulu Natal; and

- 1.2. South African Express Airways SOC Ltd (SAX), (Registration Number: 1990/007412/07), a duly incorporated company, having its principal place of business situated at 4th Floor, West Wing Offices, Pier Development, O.R Tambo International Airport, Republic of South Africa.

2.1. On 24 May 2012 the Parties concluded an Agreement that provided for cooperation and support between the Parties with regard to, *inter alia*, regional route development to and from King Shaka International Airport (KSIA) “the Cooperation and Support Agreement”.

- 2.2. The Cooperation and Support Agreement envisaged the Parties concluding addenda in respect of each agreed specific regional route to be operated by SAX from KSIA as identified therein, and the financial rebates to be contributed by DTPE to SAX in respect of those routes.

- 2.3. The purpose of this Addendum is to provide for the Lusaka route.**

3. THE LUSAKA / KING SHAKA INTERNATIONAL AIRPORT ROUTE

- 3.1. This Addendum will commence and become effective on 12 July 2012, when SAX will commence operating the Lusaka / KSIA Route (the Route), and will endure for a period of 12 (twelve) months.
- 3.2. On signature of this Addendum by the last Party signing this Addendum will be deemed to have amended the Cooperation and Support Agreement to the extent provide for herein.

4. PRELIMINARY ACTIVITY COSTS

- 4.1. DTPC will contribute to the Preliminary Activity Costs for the launch of the Route to a maximum of R500,000.00 (five hundred thousand Rand).
- 4.2. The Preliminary Activity Costs will be drawn from the Preliminary Activities Fund established by DTPC, and will be utilised for route launch and marketing activities in advance of the commencement of the operation the Route, as specified in Part A of Annexure A.

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- ## 5. FLIGHT INCENTIVE COSTS

- ## 6. PAYMENT

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SIGNED at LA MERCY this 22nd day of NOVEMBER 2012

AS WITNESSES:

1. Bawabala
2. Lau

For: DTFC, who hereby warrants that he is duly authorised to sign this Agreement on its behalf

Executive: ITC and Property Sales
(Acting - Air Services)

SIGNED at O.R TAMBO INTERNATIONAL AIRPORT this 22 day of NOVEMBER 2012

AS WITNESSES:

1. [Signature]
2. [Signature]

For: SAK, who hereby warrants that he is duly authorised to sign this Agreement on its behalf.

GM COMMERCIAL

[Signature] [Signature] [Signature]
[Signature] [Signature] [Signature]

ANNEXURE A: COSTING SCHEDULE**A) Preliminary Activity Costs**

DESCRIPTION & COSTS	
Marketing Activities	
Launch costs	
Promotion, advertising and marketing	
Maximum costs (Incl VAT)	0
SAX to obtain DTP approval prior to each activity cost being undertaken.	
Total	0





B) FLIGHT INCENTIVE COSTS

DESCRIPTION	Cost per trip	Weekly frequency	Weekly costs	Monthly Costs	Maximum Annual Costs
Flight Incentive Costs					
Rebates (CRJ 200)	14,079.11*	4	56,316.44	244,037.90	2,928,454.88
Sub-total					2,928,454.88
SAX to provide DTP with supporting Documents for review prior to the payment being made.					
Total Costs					2,928,454.88

*The flight incentive cost is limited to a rebate of R14,079.11 per trip (being the total for both incoming and outgoing flights as detailed per C below.

The Flight Incentive Costs represents the maximum amount which may be claimed, and shall be based on actual flights and flight costs.

*SAX to provided DTP with the invoice and supporting for Durban – Lusaka route on a monthly basis.

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c) COST DETAILS			
APPLICABLE DATE	DESCRIPTION	REG	AMOUNT
2012/07/19	<u>Landing</u>		
	Aircraft landing into DUR	ZNML CR2	3,406.34
	<u>Parking</u>		
	Aircraft Parking		1,787.92
	<u>Ground handling</u>		
	Per Turnaround		1,895.30
	<u>Additional ad-hoc</u>		
	Aircraft Towing		902.79
	Pushback		516.81
	PAU (per trip carry 3 PAX)		457.94
	Wheelchair		85.05
	1st Bus		274.77
	2nd Bus		196.26
	Air Starter Unit		1,138.29
	GPU		457.94
	<u>Navigation</u>		
DUR-LUN route	ZNML CR2	2,763.80	
<u>Weather services</u>			
Per request		195.9	
		TOTAL	14,079.11

0191231, 443a16f, 7cd4-c8a2 - May 2017

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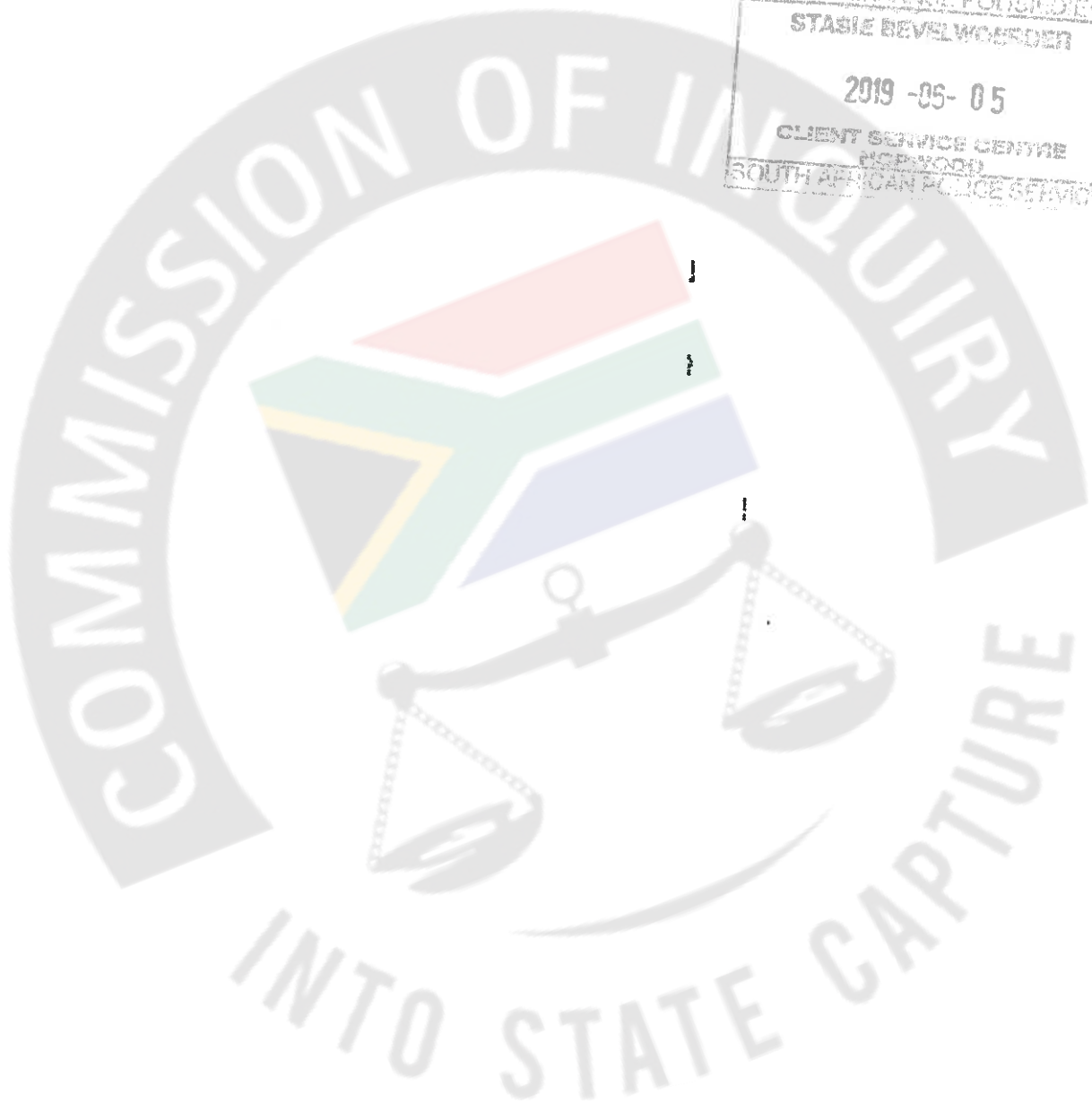
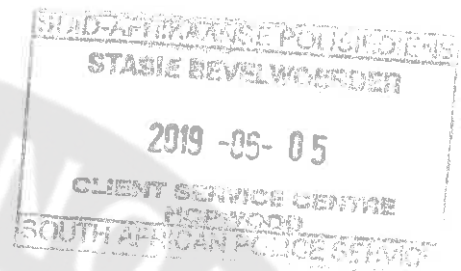
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Annexure “3.2”



REPORT OF THE



JULY 2013 ADDENDUM : KING SHAKA – LUSAKA ROUTE**THE DUBE TRADEPORT CORPORATION****SOUTH AFRICAN EXPRESS AIRWAYS (SOC) LIMITED***dw*

1. THE PARTIES

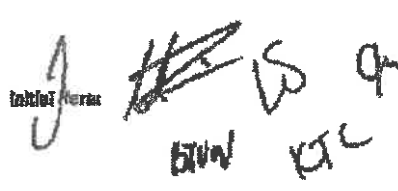
- 1.1. The Dube TradePort Corporation (DTPC), a provincial public entity established under the KwaZulu-Natal Dube TradePort Corporation Act, 2010, having its principal place of business situated at 29 South, 7 Umsini Junction, La Meray, KwaZulu Natal; and
- 1.2. South African Express Airways SOC Ltd (SAX), (Registration Number: 1990/007412/07), a duly incorporated company, having its principal place of business situated at 4th Floor, West Wing Offices, Pier Development, O.R. Tambo International Airport, Republic of South Africa.

2. INTRODUCTION

- 2.1. On 24 May 2012 the Parties concluded an Agreement that provided for cooperation and support between the Parties with regard to, *inter alia*, regional route development to and from King Shaka International Airport (KSIA) "the Cooperation and Support Agreement".
- 2.2. Pursuant thereto the Parties concluded an Addendum to provide *inter alia* for financial rebates to be contributed by DTPC in respect of the Lusaka route ("the First Lusaka Addendum").
- 2.3. The First Lusaka Addendum expired on 11 July 2013. The Parties have agreed to extend certain of the provisions of the First Lusaka Addendum, and do so on the terms and conditions contained herein.

3. COMMENCEMENT AND DURATION

- 3.1. On signature of this Addendum by the last Party signing this Addendum:
 - (a) will come into force and effect;
 - (b) will endure for a period of 12 (twelve) months commencing on 12 July 2013; and
 - (c) will be deemed to have amended the Cooperation and Support Agreement and superseded the First Lusaka Addendum, to the extent provide for herein.



Initials/Signatures: DTPC, SAX, KSIA, etc.

4. THE LUSAKA / KING SHAKA INTERNATIONAL AIRPORT ROUTE FLIGHT INCENTIVE COSTS

- 4.1. This Addendum will apply in respect of the Lusaka / KSI A Route (the Route).
- 4.2. For the duration of this Addendum, DTPC will contribute to SAX's navigation costs for aircraft flying into and out of KSI A on the Lusaka Route only, through Flight Incentive Costs to be paid by DTPC to SAX. The Flight Incentive Costs will be paid by DTPC as detailed in parts A and B of Annexure A, and will be in accordance with the 2012 ACSA and ATNS Regulated Tariffs for the landing charges, parking costs, and aircraft handling charges incurred by SAX aircraft operating the route, as detailed in parts A and B of Annexure A. If these tariffs are lawfully increased by ACSA and ATNS during the duration of this Addendum the Parties will provide for the actual permitted increases to the Regulated Tariffs in an addendum.
- 4.3. The Flight Incentive Costs will be paid based on the costs and frequencies of flights, subject to the specifications of Part A of Annexure A, which the Parties agree shall be 4 (four) flights per week during for the duration of this Addendum.
- 4.4. SAX will be required to provide DTPC with all supporting documentation demonstrating the actual costs paid by it when submitting claims for Flight Incentive Costs, and will provide DTPC with its monthly route performance report for the Lusaka route for the duration of this Addendum. SAX will provide DTPC with the monthly route performance report within 3 (three) weeks of the month-end in question, which report will set out the passenger volumes, operating costs and revenue per flight, for the month in review.

5. PAYMENT

- 5.1. DTPC will pay SAX monthly in arrears for Flight Incentive Costs from the Preliminary Activities Fund after SAX has provided DTPC with the information contemplated in clauses 4.4 and 5.2.
- 5.2. SAX will account to DTPC within 15 (fifteen) days of the end of the month in which payment for the Flight Incentive Costs was made, and will provide DTPC with all invoices and supporting documents required by it to verify such charges.
- 5.3. DTPC will make payment to SAX within 15 (fifteen) days of receiving the invoices and documentation required in order to verify the charges, and after approval thereof by the DTPC

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SIGNED at LA MERCY this 5th day of AUGUST 2013

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SIGNED AT O.R TAMBO INTERNATIONAL AIRPORT this 2nd day of AUGUST 2013

AS WITNESSES:

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For SAK, who hereby warrants that he is duly authorized to sign this Agreement on its behalf.

加藤 浩之

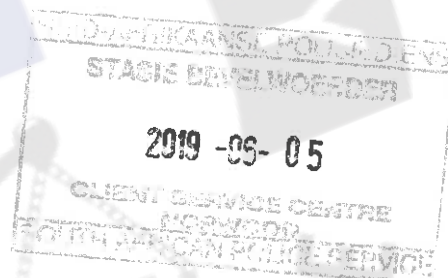
ANNEXURE A: COSTING SCHEDULE**A) FLIGHT INCENTIVE COSTS**

Flight Incentive Costs					
Rebates (CRJ 200)	7,815.21*	4	31,260.84	135,463.64	1,625,563.68
Sub-total (Exc VAT)					1,625,563.68
SAX to provide DTP with supporting Documents for review prior to the payment being made.					
Total Cost (Exc VAT)					1,625,563.68

*The flight incentive cost is limited to a rebate of R7,815.21 per trip (being the total for both incoming and outgoing flights as detailed per B below).

The Flight Incentive Costs represents the maximum amount which may be claimed, and shall be based on actual flights and flight costs.

*SAX to provide DTP with the invoice and supporting for Durban - Lusaka route on a monthly basis.



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2013/07/24	<u>Landing</u>		
	Aircraft landing into DUR	ZNML CR2	1,620.88
	<u>Parking</u>		
	Aircraft Parking		725.63
	<u>Passenger handling</u>		
	Per Turnaround		\$14.00
	<u>Navigation</u>		
	DUR-LUN route	ZNML CR2	2,463.80
	<u>Weather services</u>		
	Per request		196.96
	TOTAL		7,815.31 (incl VAT)

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Annexure “4”



NOVEMBER 2013 ADDENDUM : KING SHAKA – HARARE ROUTE

**THE DUBE TRADEPORT CORPORATION
SOUTH AFRICAN EXPRESS AIRWAYS (SOC) LIMITED**



SIAD-AFFIKAANSE POLISIEDIENS
STASIE BEVELWOERDEN
2019-05-05
CLIENT SERVICE CENTRE
NORWOOD
SOUTH AFRICAN POLICE SERVICE

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1. THE PARTIES

- 1.1. The Dube TradePort Corporation (DTPC), a provincial public entity established under the KwaZulu-Natal Dube TradePort Corporation Act, 2010, having its principal place of business situated at 29 South, 7 Umsinsi Junction, La Mercy, KwaZulu Natal; and
- 1.2. South African Express Airways SOC Ltd (SAX), (Registration Number: 1990/007412/07), a duly incorporated company, having its principal place of business situated at 4th Floor, West Wing Offices, Pier Development, O.R Tambo International Airport, Republic of South Africa.

2. INTRODUCTION

- 2.1. On 24 May 2012 the Parties concluded an Agreement that provided for cooperation and support between the Parties with regard to, *inter alia*, regional route development to and from King Shaka International Airport (KSIA) "the Cooperation and Support Agreement".
- 2.2. Pursuant thereto the Parties concluded an Addendum to provide *inter alia* for financial rebates to be contributed by DTPC in respect of the Harare route ("the First Harare Addendum").
- 2.3. The First Harare Addendum expired on 31 October 2013. The Parties have agreed to extend certain of the provisions of the First Harare Addendum, and do so on the terms and conditions contained herein.

3. COMMENCEMENT AND DURATION

- 3.1. On signature of this Addendum by the last Party signing this Addendum:
 - (a) will come into force and effect;
 - (b) will endure for a period of 12 (twelve) months commencing on 1 November 2013; and
 - (c) will be deemed to have amended the Cooperation and Support Agreement and superseded the First Harare Addendum, to the extent provide for herein.

DTP 14 Harare Second Addendum May 2013

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4. THE HARARE / KING SHAKA INTERNATIONAL AIRPORT ROUTE FLIGHT INCENTIVE COSTS

- 4.1. This Addendum will apply in respect of the Harare / KSIA Route (the Route).
- 4.2. For the duration of this Addendum, DTPC will contribute to SAX's navigation costs for aircraft flying into and out of KSIA on the Harare Route only, through Flight Incentive Costs to be paid by DTPC to SAX. The Flight Incentive Costs will be paid by DTPC as detailed in parts A and B of Annexure A, and will be in accordance with the 2013 ACSA and ATNS Regulated Tariffs for the landing charges, parking costs, and aircraft handling charges incurred by SAX aircraft operating the route, as detailed in parts A and B of Annexure A. If these tariffs are lawfully increased by ACSA and ATNS during the duration of this Addendum the Parties will provide for the actual permitted increases to the Regulated Tariffs in an addendum.
- 4.3. The Flight Incentive Costs will be paid based on the costs and frequencies of flights, subject to the specifications of Part A of Annexure A, which the Parties agree shall be 3 (three) flights per week during for the duration of this Addendum.
- 4.4. SAX will be required to provide DTPC with all supporting documentation demonstrating the actual costs paid by it when submitting claims for Flight Incentive Costs, and will provide DTPC with its monthly route performance report for the Harare route for the duration of this Addendum. SAX will provide DTPC with the monthly route performance report within 3 (three) weeks of the month-end in question, which report will set out the passenger volumes, operating costs and revenues per flight, for the month in review.

5. PAYMENT

- 5.1. DTPC will pay SAX monthly in arrears for Flight Incentive Costs from the Preliminary Activities Fund after SAX has provided DTPC with the information contemplated in clauses 4.4 and 5.2.
- 5.2. SAX will account to DTPC within 15 (fifteen) days of the end of the month in which payment for the Flight Incentive Costs was made, and will provide DTPC with all invoices and supporting documents required by it to verify such charges.
- 5.3. DTPC will make payment to SAX within 15 (fifteen) days of receiving the invoices and documentation required in order to verify the charges, and after approval thereof by the DTPC

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Chief Executive Officer and Chief Financial Officer.

SIGNED at I.A MERCY this 29th day of NOVEMBER 2013

AS WITNESSES:

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2.

For DTFC, who hereby warrants that he is duly authorised to sign this Agreement on its behalf

SIGNED at O.R TAMBO INTERNATIONAL AIRPORT this day of NOVEMBER 2013

AS WITNESSES:

1.

2.

For S.A.A., who hereby warrants that he is duly authorised to sign this Agreement on its behalf.

017-542-1411 and 017-542-1412 on 01/11/2013

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ANNEXURE A: COSTING SCHEDULE**A) FLIGHT INCENTIVE COSTS**

DESCRIPTION	Cost per trip	Weekly frequency	Yearly cost	Monthly Cost	Minimum Annual Cost
Flight Incentive Costs					
Rebates (CRJ 200)	6,981.89*	3	20,945.67	90,764.57	1,089,174.84
Sub-total (Exc VAT)					1,089,174.84
SAX to provide DTP with supporting Documents for review prior to the payment being made.					
Total Costs (exc VAT)					1,089,174.84

*The flight incentive cost is limited to a rebate of R6,981.89 per trip (being the total for both incoming and outgoing flights as detailed per B below).

The Flight Incentive Costs represents the maximum amount which may be claimed, and shall be based on actual flights and flight costs.

*SAX to provide DTP with the invoice and supporting for Durban – Harare route on a monthly basis.

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PROVIDER'S			
ISSUE DATE	DESCRIPTION	AMOUNT	TOTAL
2013/11/01	<u>Landing</u>		
	Aircraft landing into DUR	ZNMI CR2	3,620.88
	<u>Parking</u>		
	Aircraft Parking		725.63
	<u>Passenger handling</u>		
	Per Turnaround		814.00
	<u>Navigation</u>		
	DUR-HARARE route	ZNMI CR2	1,589.46
	<u>Weather services</u>		
	Per request		190.90
		TOTAL	6,981.89 (excl VAT)

PROVIDER'S NAME: Zimbabwe Airports Authority

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Signature

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Annexure “5”



SAXDUBE01	JUN'13 - SAA HND	1800007965	21/02/2014	16 666.80	JUN'13 DURLUN - SAA PAX HANDLING	1400001210
SAXDUBE01	JUN'13 - SAA HND	1800007966	21/02/2014	12 745.20	JUN'13 DURHRE - SAA PAX HANDLING	1400001210
SAXDUBE01	JUL'13 - SAA HND	1800007967	21/02/2014	16 666.80	JUL'13 DURLUN - SAA PAX HANDLING	1400001210
SAXDUBE01	JUL'13 - SAA HND	1800007968	21/02/2014	13 725.60	JUL'13 DURHRE - SAA PAX HANDLING	1400001210
SAXDUBE01	NOV'13-LANDING	1800007992	21/02/2014	74 300.45	NOV'13 - LUN/DUR LANDING FEES	1400001210
SAXDUBE01	NOV'13-PARKING	1800007993	21/02/2014	2 481.65	NOV'13 - HRE/DUR PARKING FEES	1400001210
SAXDUBE01	NOV'13-PARKING	1800007994	21/02/2014	4 963.30	NOV'13 - LUN/DUR PARKING FEES	1400001210
SAXDUBE01	DEC'13-LANDING	1800007997	21/02/2014	61 917.05	DEC'13 - LUN/DUR LANDING FEES	1400001210
SAXDUBE01	DUBE01 PMT 13/3	1400001210	13/03/2014	-203 466.86	DUBE TRADEPORT PMT 13/03	1400001210

SAXDUBE01	JUN'13-MENZIES	1800007970	21/02/2014	45 465.20	JUNE'13 - DUR/LUN MENZIES SERVICES	1400001211
SAXDUBE01	JUN'13-LANDING	1800007973	21/02/2014	57 789.24	JUNE'13 - DUR/HRE LANDING FEES	1400001211
SAXDUBE01	JUN'13-PARKING	1800007974	21/02/2014	5 790.53	JUNE'13 - DUR/HRE PARKING FEES	1400001211
SAXDUBE01	JUN'13-LANDING	1800007975	21/02/2014	66 044.85	JUNE'13 - DUR/LUN LANDING FEES	1400001211
SAXDUBE01	JUN'13-PARKING	1800007976	21/02/2014	12 408.27	JUNE'13 - DUR/LUN PARKING FEES	1400001211
SAXDUBE01	JUL'13-LANDING	1800007977	21/02/2014	53 661.44	JUL'13 - DUR/HRE LANDING FEES	1400001211
SAXDUBE01	JUL'13-PARKING	1800007978	21/02/2014	6 617.75	JUL'13 - DUR/HRE PARKING FEES	1400001211
SAXDUBE01	JUL'13-LANDING	1800007979	21/02/2014	74 300.46	JUL'13 - DUR/LUN LANDING FEES	1400001211
SAXDUBE01	JUL'13-PARKING	1800007980	21/02/2014	11 581.05	JUL'13 - DUR/LUN PARKING FEES	1400001211
SAXDUBE01	AUG-OCT'13	1800007981	21/02/2014	38 879.25	AUG'13-OCT'13 LUN/DUR PARKING	1400001211
SAXDUBE01	AUG-OCT'13	1800007982	21/02/2014	21 507.67	AUG'13-OCT'13 HRE/DUR PARKING	1400001211
SAXDUBE01	AUG-OCT'13	1800007985	21/02/2014	214 645.76	AUG'13-OCT'13 LUN/DUR ACSA LANDING	1400001211
SAXDUBE01	DUBE01 PMT 14/3	1400001211	14/03/2014	-608 691.47	DUBE TRADEPORT PMT 14/03	1400001211



SAXDUBE01	1800007971	1800008120	30/05/2014	39 180.47	JUL'13 - DUR/HRE MENZIES	1400001223
SAXDUBE01	1800007972	1800008121	30/05/2014	13 341.07	JUL'13 - DUR/LUS MENZIES	1400001223

SAXDUBE01	1800007970	1600003805	31/03/2014	-45 465.20	REVERSING 1800007970 & RE-INVOICE	1400001223
SAXDUBE01	1800007799	1600003855	30/05/2014	-437.74	INCORRECTLY ADDED VAT	1400001223

SAXDUBE01	DEC'13-PARKIN	1800007999	21/02/2014	9 926.62	DEC'13 - LUN/DUR PARKING FEES	1400001223
SAXDUBE01	DEC'13-PARKING	1800008000	21/02/2014	5 790.53	DEC'13 - HRE/DUR PARKING FEES	1400001223
SAXDUBE01	1800007969	1800008119	30/05/2014	34 486.70	JUNE'13 - DUR/HRE MENZIES	1400001223

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SAXDUBE01	1800007986	1800008122	30/05/2014	164 291.32	AUG'13-OCT'13 HRE/DUR ACSA LANDING	1400001223
SAXDUBE01	1800007984	1800008123	30/05/2014	38 235.60	AUG'13-OCT'13 HRE/DUR PAX HANDL	1400001223
SAXDUBE01	1800007983	1800008124	30/05/2014	51 961.20	AUG'13-OCT'13 LUN/DUR PAX HANDL	1400001223
SAXDUBE01	1800007989	1800008125	30/05/2014	15 686.40	NOV'13 - LUN/DUR PAX HANDL	1400001223
SAXDUBE01	1800007991	1800008126	30/05/2014	49 533.64	NOV'13 - HRE/DUR LANDING	1400001223
SAXDUBE01	1800007990	1800008127	30/05/2014	12 745.20	NOV'13 - HRE/DUR PAX HANDL	1400001223
SAXDUBE01	1800007995	1800008128	30/05/2014	16 666.80	DEC'13 - LUN/DUR SAA PAX HANDL	1400001223
SAXDUBE01	1800007998	1800008129	30/05/2014	61 917.05	DEC'13 - HRE/DUR LANDING	1400001223
SAXDUBE01	DUBE PMT 18/06	1400001223	18/06/2014	-467 859.66	DUBE TRADEPORT PMT 18/06	1400001223

To check bankstatement - s/be R461,241.05

SAXDUBE01	1800007988	1800008148	31/05/2014	94 600.08	AUG'13-OCT'13 HRE/DUR MENZIES HANDLING	1400001224
SAXDUBE01	DUBE PMT 20/06	1400001224	20/06/2014	-94 600.08	DUBE TRADEPORT PMT 20/06	1400001224

SAXDUBE01	JAN-APR HANDLING	1800008155	30/06/2014	62 745.60	JAN'14 - APR'14 LUS/DUR PAX HANDLING	1400001242
SAXDUBE01	1800008155	1800008229	01/08/2014	1 960.80	JAN'14-APR'14 - LUS/DUR PAX HANDLING	1400001242
SAXDUBE01	DUBE PMT 12/09	1400001242	12/09/2014	-64 706.40	DUBE TRADEPORT 12/09	1400001242

SAXDUBE01	DUBE PMT 18/06	1400001223	18/06/2014	6 618.61	DUBE TRADEPORT PMT 18/06	1400001244
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SAXDUBE01	JAN'14- PARKING	1800008159	30/06/2014	4 136.09	JAN'14 - LUS/DUR PARKING FEES	1400001244
SAXDUBE01	JAN'14- PARKING	1800008160	30/06/2014	827.21	JAN'14 - HRE/DUR PARKING FEES	1400001244
SAXDUBE01	FEB'14-LANDING	1800008161	30/06/2014	66 044.85	FEB'14 - LUS/DUR PAX LANDING	1400001244
SAXDUBE01	FEB'14-LANDING	1800008162	30/06/2014	49 533.63	FEB'14 - HRE/DUR PAX LANDING	1400001244
SAXDUBE01	FEB'14- PARKING	1800008164	30/06/2014	2 481.65	FEB'14 - LUS/DUR PARKING FEES	1400001244
SAXDUBE01	MAR'14- PARKING	1800008167	30/06/2014	3 308.87	MAR'14 - LUS/DUR PARKING FEES	1400001244
SAXDUBE01	APR'14- PARKING	1800008171	30/06/2014	873.53	APR'14 - LUS/DUR PARKING FEES	1400001244
SAXDUBE01	1800007414	1600003914	07/07/2014	-84 979.03	1800007414 - Incorrectly charged	1400001244
SAXDUBE01	1800007424	1600003915	07/07/2014	-8 169.85	1800007424 - Incorrectly charged	1400001244
SAXDUBE01	DUBE01 PMT 25/0	1400001231	25/07/2014	-34 056.94	DUBE TRADEPORT PMT 25/07	1400001244

SAXDUBE01	1800007424	1600003952	01/08/2014	-56 444.92	Correction on Menzies/Weather -1800007424	1400001244
SAXDUBE01	1800008169	1600003949	01/08/2014	-4 358.89	APR'14-LUS/DUR LANDING	1400001244

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SAXDUBE01	1800008168	1600003950	01/08/2014	-827.21	MAR'14 - LUS/DUR PARKING FEES	1400001244
SAXDUBE01	1800008163	1600003951	01/08/2014	-827.21	FEB'14 - HRE/DUR PARKING FEES	1400001244
SAXDUBE01	JAN-APR HANDLING	1800008156	30/06/2014	47 059.20	JAN'14 - APR'14 HRE/DUR PAX HANDLING	1400001244
SAXDUBE01	JAN'14-LANDING	1800008157	30/06/2014	66 044.85	JAN'14 - LUS/DUR PAX HANDLING	1400001244
SAXDUBE01	JAN'14-LANDING	1800008158	30/06/2014	49 533.63	JAN'14 - HRE/DUR PAX HANDLING	1400001244
SAXDUBE01	FEB'14- PARKING	1800008163	30/06/2014	4 963.30	FEB'14 - HRE/DUR PARKING FEES	1400001244
SAXDUBE01	MAR'14-LANDING	1800008165	30/06/2014	66 044.85	MAR'14 - LUS/DUR PAX HANDLING	1400001244
SAXDUBE01	MAR'14-LANDING	1800008166	30/06/2014	49 533.63	MAR'14 - HRE/DUR PAX HANDLING	1400001244
SAXDUBE01	MAR'14- PARKING	1800008168	30/06/2014	2 481.65	MAR'14 - HRE/DUR PARKING FEES	1400001244
SAXDUBE01	APR'14-LANDING	1800008169	30/06/2014	69 742.28	APR'14 - LUS/DUR PAX HANDLING	1400001244
SAXDUBE01	APR'14-LANDING	1800008170	30/06/2014	52 306.71	APR'14 - HRE/DUR PAX HANDLING	1400001244
SAXDUBE01	1800007523	1800008185	01/07/2014	129 394.06	CORRECTION OF 1800007523/CN16000003580	1400001244
SAXDUBE01	1800008170	1800008223	01/08/2014	4 358.89	APR'14-HRE/DUR LANDING	1400001244
SAXDUBE01	1800008166	1800008224	01/08/2014	8 255.61	MAR'14 - HRE/DUR LANDING	1400001244
SAXDUBE01	1800008165	1800008225	01/08/2014	4 127.80	MAR'14 - LUS/DUR PAX HANDLING	1400001244
SAXDUBE01	1800008158	1800008226	01/08/2014	4 127.81	JAN'14 - HRE/DUR PAX HANDLING	1400001244
SAXDUBE01	1800008157	1800008227	01/08/2014	8 255.61	JAN'14 - LUS/DUR PAX HANDLING	1400001244
SAXDUBE01	1800008156	1800008228	01/08/2014	3 921.60	JAN'14-APR'14 - HRE/DUR PAX HANDLING	1400001244
SAXDUBE01	1800007996	1800008233	01/08/2014	12 745.20	DEC'13 - HRE/DUR PAX HANDLING	1400001244
SAXDUBE01	DUBE01 PMT 2/9	1400001244	02/03/2014	-527 057.07	DUBE TRADEPORT PMT 02/09	1400001244

SAXDUBE01	MAY'14	1800008265	30/09/2014	56 665.60	MAY'14 - HRE LANDING	1400001249
SAXDUBE01	JUNE'14-HANDLING	1800008268	30/09/2014	13 471.38	JUNE'14 - HRE HANDLING	1400001249
SAXDUBE01	JUL'14-PAX HANDL	1800008277	30/09/2014	6 217.56	JUL'14 - LUS HANDLING	1400001249
SAXDUBE01	AUG'14-LANDING	1800008278	30/09/2014	56 665.60	AUG'14 - HRE LANDING	1400001249
SAXDUBE01	MAY'14	1800008279	30/09/2014	13 471.38	MAY'14 - HRE HANDLING	1400001249
SAXDUBE01	1800008266	1800008321	30/09/2014	74 101.17	MAY'14 - LUS LANDING	1400001249
SAXDUBE01	1800008267	1800008323	30/09/2014	1 747.07	MAY'14 - HRE PARKING	1400001249
SAXDUBE01	1800008269	1800008324	30/09/2014	15 543.90	JUNE'14 - LUS HANDLING	1400001249
SAXDUBE01	1800008273	1800008325	30/09/2014	1 747.07	JUL'14 - HRE PARKING	1400001249
SAXDUBE01	1800008274	1800008327	30/09/2014	26 153.36	JUL'14 - LUS LANDING	1400001249
SAXDUBE01	1800008275	1800008331	30/09/2014	61 024.50	JUL'14 - HRE LANDING	1400001249
SAXDUBE01	1800008280	1800008333	30/09/2014	17 616.42	MAY'14 - LUS HANDLING	1400001249

SAXDUBE01	1800008270	1800008336	30/09/2014	873.24 JUNE'14 - HRE PARKING	1400001249
SAXDUBE01	1800008271	1800008337	30/09/2014	52 306.71 JUNE'14 - HRE LANDING	1400001249
SAXDUBE01	1800008272	1800008338	30/09/2014	65 383.39 JUNE'14 - LUS LANDING	1400001249
SAXDUBE01	1800008332	1800008339	30/09/2014	13 471.38 JUL'14 - HRE HANDLING	1400001249
SAXDUBE01	DUBE01 PMT 28/10	1400001249	28/10/2014	-476 459.73 DUBE TRADEPORT PMT 28/10	1400001249
SAXDUBE01	1800007523	1800008230	01/08/2014	123 949.45 NOV'12/DEC'12 - MENZIES	1400001252
SAXDUBE01	DUBE01 PMT 2/9	1400001244	02/09/2014	-12 082.00 DUBE TRADEPORT PMT 02/09	1400001252
SAXDUBE01	DUBE01 PMT 01/10	1400001252	01/10/2014	-111 867.45 DUBE TRADEPORT PMT 01/10	1400001252
SAXDUBE01	AUG'14-PAX HANDL	1800008407	01/11/2014	12 435.12 AUG'14 - PAX HANDLING	1400001263
SAXDUBE01	SEP'14-PAX HANDL	1800008408	01/11/2014	12 435.12 SEP'14 - PAX HANDLING	1400001263
SAXDUBE01	SEP'14-PARKING	1800008409	01/11/2014	873.54 SEP'14 - PARKING	1400001263
SAXDUBE01	SEP'14-LANDING	1800008410	01/11/2014	52 306.71 SEP'14 - LANDING FEES	1400001263
SAXDUBE01	DUBE PMT 17/12	1400001263	17/12/2014	-78 050.49 DUBE TRADEPORT PMT 17/12	1400001263
SAXDUBE01	OCT'14-LANDING	1800008431	10/12/2014	61 024.49 OCT'14 - HRE LANDING	1400001264
SAXDUBE01	OCT'14-PARKING	1800008432	10/12/2014	873.53 OCT'14 - HRE PARKING	1400001264
SAXDUBE01	OCT'14-HANDLING	1800008433	10/12/2014	14 507.64 OCT'14 - HRE HANDLING	1400001264
SAXDUBE01	DUBE PMT 22/12	1400001264	22/12/2014	-76 405.66 DUBE TRADEPORT PMT 22/12	1400001264
SAXDUBE01	SEP15-AUG16	1800009086	31/10/2016	1 062 183.09 SEP15 - AUG16 ACSA FEES DUR/HRE	1400001455
SAXDUBE01	DUBE PMT 31/08	1400001455	31/08/2017	-1 062 183.09 DUBE TRADEPORT PMT 31/08/17	1400001455
SAXDUBE01	MAY'14	1800008280	30/09/2014	18 652.68 MAY'14 - LUS HANDLING	1800008300
SAXDUBE01	MAY'14	1800008300	30/09/2014	-18 652.68 MAY'14 - LUS HANDLING	1800008300
SAXDUBE01	JUL'14-PAX HANDL	1800008276	30/09/2014	18 652.68 JUL'14 - HRE HANDLING	1800008301
SAXDUBE01	JUL'14-PAX HANDL	1800008301	30/09/2014	-18 652.68 JUL'14 - HRE HANDLING	1800008301
SAXDUBE01	JUL'14-LANDING	1800008275	30/09/2014	78 460.07 JUL'14 - HRE LANDING	1800008302
SAXDUBE01	JUL'14-LANDING	1800008302	30/09/2014	-78 460.07 JUL'14 - HRE LANDING	1800008302
SAXDUBE01	JUL'14-LANDING	1800008274	30/09/2014	26 153.36 JUL'14 - LUS LANDING	1800008303
SAXDUBE01	JUL'14-LANDING	1800008303	30/09/2014	-26 153.36 JUL'14 - LUS LANDING	1800008303
SAXDUBE01	JUL'14-PARKING	1800008273	30/09/2014	2 620.60 JUL'14 - HRE PARKING	1800008304
SAXDUBE01	JUL'14-PARKING	1800008304	30/09/2014	-2 620.60 JUL'14 - HRE PARKING	1800008304

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SAXDUBE01	JUNE'14-LANDING	1800008272	30/09/2014	74 101.17	JUNE'14 - LUS LANDING	1800008305
SAXDUBE01	JUNE'14-LANDING	1800008305	30/09/2014	-74 101.17	JUNE'14 - LUS LANDING	1800008305
SAXDUBE01	JUNE'14-PARKING	1800008270	30/09/2014	2 620.60	JUNE'14 - HRE PARKING	1800008306
SAXDUBE01	JUNE'14-PARKING	1800008306	30/09/2014	-2 620.60	JUNE'14 - HRE PARKING	1800008306
SAXDUBE01	JUNE'14-HANDLING	1800008269	30/09/2014	17 616.42	JUNE'14 - LUS HANDLING	1800008307
SAXDUBE01	JUNE'14-HANDLING	1800008307	30/09/2014	-17 616.42	JUNE'14 - LUS HANDLING	1800008307
SAXDUBE01	MAY'14-PARKING	1800008267	30/09/2014	2 620.60	MAY'14 - HRE PARKING	1800008308
SAXDUBE01	MAY'14-PARKING	1800008308	30/09/2014	-2 620.60	MAY'14 - HRE PARKING	1800008308
SAXDUBE01	MAY'14-LANDING	1800008266	30/09/2014	78 460.07	MAY'14 - LUS LANDING	1800008322
SAXDUBE01	MAY'14-LANDING	1800008322	30/09/2014	-78 460.07	MAY'14 - LUS LANDING	1800008322
SAXDUBE01	1800008276	1800008332	30/09/2014	13 471.38	JUL'14 - HRE LANDING	1800008340
SAXDUBE01	1800008276	1800008340	30/09/2014	-13 471.38	JUL'14 - HRE LANDING	1800008340
SAXDUBE01	JUNE'14-LANDING	1800008271	30/09/2014	56 665.60	JUNE'14 - HRE LANDING	1800008341
SAXDUBE01	JUNE'14-LANDING	1800008341	30/09/2014	-56 665.60	JUNE'14 - HRE LANDING	1800008341
SAXDUBE01	MAY'15-JAN16	1800008871	29/02/2016	610 450.05	MAY15-JAN16 - KSIA TO HRE LANDING/PARKING	1800008922
SAXDUBE01	MAY15-JAN16	1800008922	29/02/2016	-610 450.05	MAY15-JAN16 - KSIA TO HRE LANDING/PARKING	1800008922
SAXDUBE01	MAY15-JAN16	1800008872	29/02/2016	289 160.55	MAY15-JAN16 - KSIA TO LUN LANDING/PARKING	1800008923
SAXDUBE01	MAY15-JAN16	1800008923	29/02/2016	-289 160.55	MAY15-JAN16 - KSIA TO LUN LANDING/PARKING	1800008923
SAXDUBE01	JAN15-MAR16 ACSA	1800008925	31/03/2016	1 507 467.18	JAN15-MAR16 ACSA A/CRAFT FEES DUR/LUN	1800008926
SAXDUBE01	JAN15-MAR16 ACSA	1800008926	31/03/2016	-1 507 467.18	JAN15-MAR16 ACSA A/CRAFT FEES DUR/LUN	1800008926
SAXDUBE01	JAN15-MAR16 ACSA	1800008924	31/03/2016	2 925 385.75	JAN15-MAR16 ACSA A/CRAFT FEES DUR/HRE	1800008927
SAXDUBE01	JAN15-MAR16 ACSA	1800008927	31/03/2016	-2 925 385.75	JAN15-MAR16 ACSA A/CRAFT FEES DUR/HRE	1800008927
				83 491.15		

DUBE TRADEPORT INVOICE AND PAYMENTS

INVOICE DATE	INV AMOUNT	SUMMARY OF INVOICE		
21/02/2014	16 666.80	JUN'13 DURLUN - SAA PAX HANDLING		
21/02/2014	12 745.20	JUN'13 DURHRE - SAA PAX HANDLING		
21/02/2014	16 666.80	JUL'13 DURLUN - SAA PAX HANDLING	PASSENGER HANDLING	R 59 804.40
21/02/2014	13 725.60	JUL'13 DURHRE - SAA PAX HANDLING	LANDING	R 136 217.50
21/02/2014	74 300.45	NOV'13 - LUN/DUR LANDING FEES	PARKING	R 7 444.95
21/02/2014	2 481.65	NOV'13 - HRE/DUR PARKING FEES		
21/02/2014	4 963.30	NOV'13 - LUN/DUR PARKING FEES		
21/02/2014	61 917.05	DEC'13 - LUN/DUR LANDING FEES		
13/03/2014	-203 466.85	DUBE TRADEPORT PMT 13/03		
21/02/2014	45 465.20	JUNE'13 - DUR/LUN MENZIES SERVICES	GROUND HANDLING	R 45 465.20
21/02/2014	57 789.24	JUNE'13 - DUR/HRE LANDING FEES	LANDING	R 466 441.75
21/02/2014	5 790.53	JUNE'13 - DUR/HRE PARKING FEES	PARKING	R 96 784.52
21/02/2014	66 044.85	JUNE'13 - DUR/LUN LANDING FEES		
21/02/2014	12 408.27	JUNE'13 - DUR/LUN PARKING FEES		
21/02/2014	53 661.44	JUL'13 - DUR/HRE LANDING FEES		
21/02/2014	6 617.75	JUL'13 - DUR/HRE PARKING FEES		
21/02/2014	74 300.46	JUL'13 - DUR/LUN LANDING FEES		
21/02/2014	11 581.05	JUL'13 - DUR/LUN PARKING FEES		
21/02/2014	38 879.25	AUG'13-OCT'13 LUN/DUR PARKING		
21/02/2014	21 507.67	AUG'13-OCT'13 HRE/DUR PARKING		
21/02/2014	214 645.76	AUG'13-OCT'13 LUN/DUR ACSA LANDING		
14/03/2014	-608 691.47	DUBE TRADEPORT PMT 14/03		
21/02/2014	9 926.62	DEC'13 - LUN/DUR PARKING FEES	PARKING	R 15 717.15
21/02/2014	5 790.53	DEC'13 - HRE/DUR PARKING FEES	GROUND HANDLING	R 87 008.24
31/03/2014	-45 465.20	REVERSING 1800007970 & RE-INVOICE	LANDING	R 275 742.01
30/05/2014	-437.74	INCORRECTLY ADDED VAT	PASSENGER HANDLING	R 135 295.20
30/05/2014	34 486.70	JUNE'13 - DUR/HRE MENZIES		
30/05/2014	39 180.47	JUL'13 - DUR/HRE MENZIES		

30/05/2014	13 341.07	JUL'13 - DUR/LUS MENZIES			
30/05/2014	164 291.32	AUG'13-OCT'13 HRE/DUR ACSA LANDING			
30/05/2014	38 235.60	AUG'13-OCT'13 HRE/DUR PAX HANDL			
30/05/2014	51 961.20	AUG'13-OCT'13 LUN/DUR PAX HANDL			
30/05/2014	15 686.40	NOV'13 - LUN/DUR PAX HANDL			
30/05/2014	49 533.64	NOV'13 - HRE/DUR LANDING			
30/05/2014	12 745.20	NOV'13 - HRE/DUR PAX HANDL			
30/05/2014	16 666.80	DEC'13 - LUN/DUR SAA PAX HANDL			
30/05/2014	61 917.05	DEC'13 - HRE/DUR LANDING			
18/06/2014	-467 859.66	DUBE TRADEPORT PMT 18/06			
31/05/2014	94 600.08	AUG'13-OCT'13 HRE/DUR MENZIES HANDLING			
20/06/2014	-94 600.08	DUBE TRADEPORT PMT 20/06		GROUND HANDLING	R 94 600.08
30/06/2014	62 745.60	JAN'14 - APR'14 LUS/DUR PAX HANDLING		PASSENGER HANDLING	R 64 706.40
01/08/2014	1 960.80	JAN'14-APR'14 - LUS/DUR PAX HANDLING			
12/09/2014	-64 706.40	DUBE TRADEPORT 12/09			
18/06/2014	6 618.61	DUBE TRADEPORT PMT 18/06			
30/06/2014	47 059.20	JAN'14 - APR'14 HRE/DUR PAX HANDLING		PASSENGER HANDLING	R 63 726.00
30/06/2014	66 044.85	JAN'14 - LUS/DUR PAX LANDING		LANDING	R 497 910.15
30/06/2014	49 533.63	JAN'14 - HRE/DUR PAX LANDING		PARKING	R 19 072.30
30/06/2014	4 136.09	JAN'14 - LUS/DUR PARKING FEES			
30/06/2014	827.21	JAN'14 - HRE/DUR PARKING FEES			
30/06/2014	66 044.85	FEB'14 - LUS/DUR PAX LANDING			
30/06/2014	49 533.63	FEB'14 - HRE/DUR PAX LANDING			
30/06/2014	4 963.30	FEB'14 - HRE/DUR PARKING FEES			
30/06/2014	2 481.65	FEB'14 - LUS/DUR PARKING FEES			
30/06/2014	66 044.85	MAR'14 - LUS/DUR PAX LANDING			
30/06/2014	49 533.63	MAR'14 - HRE/DUR PAX LANDING			
30/06/2014	3 308.87	MAR'14 - LUS/DUR PARKING FEES			
30/06/2014	2 481.65	MAR'14 - HRE/DUR PARKING FEES			
30/06/2014	69 742.28	APR'14 - LUS/DUR PAX LANDING			
30/06/2014	52 306.71	APR'14 - HRE/DUR PAX LANDING			

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30/06/2014	873.53	APR'14 - LUS/DUR PARKING FEES		
01/07/2014	129 394.06	CORRECTION OF 1800007523/CN1600003580		
07/07/2014	-84 979.03	1800007414 - Incorrectly charged		
07/07/2014	-8 169.85	1800007424 - Incorrectly charged		
25/07/2014	-34 056.94	DUBE TRADEPORT PMT 25/07		
01/08/2014	-4 358.89	APR'14-LUS/DUR LANDING		
01/08/2014	-827.21	MAR'14 - LUS/DUR PARKING FEES		
01/08/2014	-827.21	FEB'14 - HRE/DUR PARKING FEES		
01/08/2014	-56 444.92	Correction on Menzies/Weather -1800007424		
01/08/2014	4 358.89	APR'14-HRE/DUR LANDING		
01/08/2014	8 255.61	MAR'14 - HRE/DUR LANDING		
01/08/2014	4 127.80	MAR'14 - LUS/DUR PAX LANDING		
01/08/2014	4 127.81	JAN'14 - HRE/DUR PAX LANDING		
01/08/2014	8 255.61	JAN'14 - LUS/DUR PAX LANDING		
01/08/2014	3 921.60	JAN'14-APR'14 - HRE/DUR PAX HANDLING		
01/08/2014	12 745.20	DEC'13 - HRE/DUR PAX HANDL		
02/09/2014	-527 057.07	DUBE TRADEPORT PMT 02/09		
30/09/2014	56 665.60	MAY'14 - HRE LANDING	LANDING	R 392 300.33
30/09/2014	13 471.38	JUNE'14 - HRE HANDLING	GROUND HANDLING	R 66 320.64
30/09/2014	6 217.56	JUL'14 - LUS HANDLING	PASSENGER HANDLING	R 13 471.38
30/09/2014	56 665.60	AUG'14 - HRE LANDING	PARKING	R 4 367.38
30/09/2014	13 471.38	MAY'14 - HRE HANDLING		
30/09/2014	74 101.17	MAY'14 - LUS LANDING		
30/09/2014	1 747.07	MAY'14 - HRE PARKING		
30/09/2014	15 543.90	JUNE'14 - LUS HANDLING		
30/09/2014	1 747.07	JUL'14 - HRE PARKING		
30/09/2014	26 153.36	JUL'14 - LUS LANDING		
30/09/2014	61 024.50	JUL'14 - HRE LANDING		
30/09/2014	17 616.42	MAY'14 - LUS HANDLING		
30/09/2014	873.24	JUNE'14 - HRE PARKING		
30/09/2014	52 306.71	JUNE'14 - HRE LANDING		
30/09/2014	65 383.39	JUNE'14 - LUS LANDING		
30/09/2014	13 471.38	JUL'14 - HRE HANDLING		



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28/10/2014	-476 459.73	DUBE TRADEPORT PMT 28/10			
01/08/2014	123 949.45	NOV'12/DEC'12 - MENZIES			
02/09/2014	-12 082.00	DUBE TRADEPORT PMT 02/09		GROUND HANDLING	R 123 949.45
01/10/2014	-111 867.45	DUBE TRADEPORT PMT 01/10			
01/11/2014	12 435.12	AUG'14 - PAX HANDLING		PASSENGER HANDLING	R 24 870.24
01/11/2014	12 435.12	SEP'14 - PAX HANDLING		PARKING	R 1 747.07
01/11/2014	873.54	SEP'14 - PARKING		LANDING	R 113 331.20
01/11/2014	52 306.71	SEP'14 - LANDING FEES		GROUND HANDLING	R 14 507.64
17/12/2014	-78 050.49	DUBE TRADEPORT PMT 17/12			
10/12/2014	61 024.49	OCT'14 - HRE LANDING			
10/12/2014	873.53	OCT'14 - HRE PARKING			
10/12/2014	14 507.64	OCT'14 - HRE HANDLING			
22/12/2014	-76 405.66	DUBE TRADEPORT PMT 22/12			
31/10/2016	1 062 183.09	SEP'15 - AUG'16 ACSA FEES DUR/HRE		LANDING	R 1 062 183.09
31/08/2017	-1 062 183.09	DUBE TRADEPORT PMT 31/08/17			
MONEY RECEIVED	3 705 379.45				
CREDIT FOR 2014 Approx R177 604.81 THE ABOVE INCLUDES 2012 CREDITS ISSUED DUE TO INCORRECT BILLING					

BREAKDOWN OF 2014 INVOICE PERIOD ON ELEMENTS

ELEMENT	INVOICE AMOUNTS	SERVICE PROVIDER
LANDING	R 2 944 126.03	ACSA
PARKING	R 145 133.37	ACSA
PAX HANDLING	R 361 873.62	SAA
AIRCRAFT HANDLING	R 431 851.25	MENZIES



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SIID-AFRIKAANS POLISIEDIEN
STASIE BEVEILIGERD
2019 -06- 05
CLIENT SERVICE CENTRE
103-1000
SOUTH AFRICAN POLICE SERVICE

R 3 882 984,27

TOTAL

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[Signature]

Annexure “6”



GOVERNMENT NOTICE

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DEPARTMENT OF TRANSPORT

No. 1167

31 December 2014

AIR TRAFFIC AND NAVIGATION SERVICES COMPANY SOC LIMITED

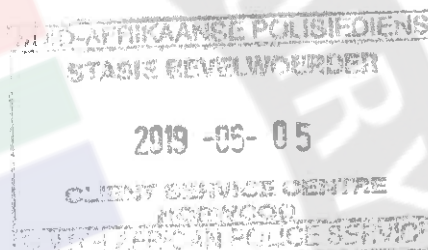
AIR TRAFFIC AND NAVIGATION SERVICES COMPANY ACT, 1993 (ACT No. 45 OF 1993)
PUBLICATION OF AIR TRAFFIC SERVICE CHARGES

In terms of section 5(2)(f) of the Air Traffic and Navigation Services Company Act, 1993 (Act No. 45 of 1993), it is hereby published for general notice that as from 1 April 2015 the Air Traffic and Navigation Services Company SOC Limited, registration number 1993/004150/06, will levy the air traffic service charges according to the rules set out in the Schedule.

MD MAMASHELA

Chairman: Board of Directors

December 2014



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SCHEDULE
AIR TRAFFIC SERVICE CHARGES

1. Interpretation

For the purposes of these Rules, unless the context indicates otherwise -

- (a) "ACSA" means Airports Company South Africa SOC Limited;
- (b) "ACSA airport" means a company airport as defined in section 1 of the Airports Company Act;
- (c) "ACSA TMA airspace" means TMA airspace associated with an ACSA airport, but in which may also be non-ACSA airports;
- (d) "AIC" means an Aeronautical Information Circular;
- (e) "AIP" means an Aeronautical Information Publication;
- (f) "Aircraft" means any machine that can derive support in the atmosphere from the reactions of the air other than the reactions of the air against the surface of the earth, and includes any non-type certificated aircraft;
- (g) "Airport" means an aerodrome as defined in section 1 of the Civil Aviation Act, 2009 (Act No. 13 of 2009), and includes an ACSA airport;
- (h) "Airports Company Act" means the Airports Company Act, 1993 (Act No. 44 of 1993), as amended;
- (i) "Air traffic control unit" means an aerodrome control tower, an approach control office or an area control centre or a combination thereof;
- (j) "Air Traffic Management (ATM) services" includes without limitation -
 - (i) airspace organisation and management services;
 - (ii) information management services;
 - (iii) alerting services;
 - (iv) advisory services;
 - (v) conflict management services;
 - (vi) traffic synchronisation services;
 - (vii) flight information services; and
 - (viii) demand and capacity balancing services;
- (k) "Air traffic service charge" means an amount levied by the Company on the operator of an aircraft in connection with the provision of air traffic services to that operator;
- (l) "Air traffic service reporting office" means an air traffic service unit established for the purpose of receiving reports concerning air traffic services and flight plans submitted before the departure of an aircraft from an aerodrome;

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- (m) "Air traffic service unit" means an air traffic control unit, flight information centre or air traffic service reporting office;
- (n) "Alerting service" means a service provided to notify the appropriate organisations regarding aircraft in need of search and rescue aid and to assist such organisations as appropriate;
- (o) "Area (*en route*) airspace" means airspace that excludes -
 - (i) aerodrome airspace;
 - (ii) TMA airspace; and
 - (iii) FIS-only airspace, when the Company has determined its dimensions;
- (p) "ATM" means Air Traffic Management;
- (q) "BSC" means business sustaining cost;
- (r) "Civil Aviation Regulations" means the Civil Aviation Regulations, 1997, as amended;
- (s) "Company" means Air Traffic and Navigation Services Company SOC Limited;
- (t) "Company representative" means a person designated by the Company for the purposes of these Rules;
- (u) "d" means flight distance;
- (v) "FAOR" means OR Tambo International Airport;
- (w) "FAKN" means Kruger Mpumalanga International Airport;
- (x) "FARB" means Richards Bay Airport;
- (y) "FC" means fixed cost;
- (z) "FIS-only airspace" means airspace in which flight information services are provided exclusively;
- (aa) "Flight" means from the moment an aircraft commences its take-off until the moment it completes its next landing;
- (bb) "Flight information centre" means an air traffic service unit established to provide flight information services and alerting services;
- (cc) "Flight information service" means a service provided for the purpose of giving advice and information useful for the safe and efficient conduct of flights;
- (dd) "Flight plan" means specified information provided to air traffic service units relative to an intended movement of an aircraft;
- (ee) "Gateway" means the point of entry into or exit from the South African flight information region;
- (ff) "Maximum Certificated Mass" means the maximum permissible mass shown in the aircraft flight manual or other document associated with the certificate of airworthiness at which an aircraft may commence its take-off under standard atmospheric conditions at sea level;
- (gg) "MCM" means Maximum Certificated Mass;



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- (hh) "Movement" means a flight, or a portion of a flight, through any aerodrome airspace, TMA airspace or area (*en route*) airspace;
- (ii) "Non-type certificated aircraft" means any aircraft that does not qualify for the issue of a certificate of airworthiness in terms of Part 21 of the Civil Aviation Regulations and includes any type certificated aircraft that has been scrapped, of which the original identification plate has been removed and returned to the applicable aviation authority and is rebuilt as a full-scale replica;
- (jj) "NOTAM" means a Notice to Airmen;
- (kk) "Operator" means a person or legal entity, holding a valid licence and operating certificate or equivalent thereof authorising such person or entity to conduct scheduled, non-scheduled or general air services, and includes-
 - (i) a licensee as defined in section 1 of the Air Services Licensing Act, 1990 (Act No. 115 of 1990), as amended, or a licensee as defined in section 1 of the International Air Services Act, 1993 (Act No. 60 of 1993), as amended;
 - (ii) any airline of another State which operates a scheduled international public air transport service in terms of an air transport service agreement as contemplated in section 35(1) of the International Air Services Act, 1993, as amended, or a permit holder as defined in section 1 of the said Act;
 - (iii) the registered owner of such aircraft; and
 - (iv) any person or legal entity who uses an aircraft on behalf of an operator;
- (ll) "Registered owner", in relation to an aircraft, means the person in whose name such aircraft is registered, and includes any person who is or has been acting as agent in South Africa for a foreign owner, or any person by whom the aircraft is hired at the time;
- (mm) "Regulating Committee" means the Regulating Committee established by section 11 of the Airports Company Act;
- (nn) "South African flight information region" means the geographical area consisting of the flight information regions of Johannesburg, Cape Town and Johannesburg Oceanic;
- (oo) "South African Maritime and Aeronautical Search and Rescue Act" means the South African Maritime and Aeronautical Search and Rescue Act, 2002 (Act No. 44 of 2002);
- (pp) "Standard Terms and Conditions" are the terms and conditions of payment set out on the invoice;
- (qq) "State aircraft" means aircraft used in military, customs and police services;
- (rr) "Terminal control area" means a control area normally established at the confluence of air traffic service routes in the vicinity of one or more ACSA airports as published in an AIP, AIC or NOTAM and designated as a terminal control area;
- (ss) "TMA" means terminal control area; and



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(tt) "VC" means variable cost.

2. Right to levy air traffic service charges

2.1 The Company is entitled to levy air traffic service charges by virtue of a permission issued by the Regulating Committee in terms of section 11(5) of the Air Traffic and Navigation Services Company Act, 1993.

2.2 The level and structure of air traffic service charges levied by the Company by virtue of the permission issued by the Regulating Committee on 19 March 2010 remain unchanged until the Regulating Committee has issued a permission for the period from 1 April 2015 to 31 March 2020.

3. Air traffic service charges

3.1 There are three air traffic service charges:

- (a) An Aerodrome Charge, payable for ATM services, specific to aerodrome airspace and maneuvering area, provided by the Company in respect of a flight that takes off from or lands at an ACSA airport;
- (b) a TMA Access Charge, payable for ATM services, specific to terminal airspace, provided by the Company in respect of a flight that departs from or arrives at ACSA TMA airspace, where the airport of origin or destination is within that ACSA TMA airspace;
- (c) an Area Charge, payable for ATM services specific to area (*en route*) airspace provided by the Company in respect of a flight undertaken within a flight information region established by the Commissioner for Civil Aviation in terms of the Civil Aviation Regulations.

4. Cost components

4.1 Charges consist of the following cost components:

- (a) A variable cost component (VC);
- (b) a business sustaining cost component (BSC); and
- (c) a fixed cost component (FC).

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NOTICE 918 OF 2011**AIR TRAFFIC AND NAVIGATION SERVICES COMPANY LIMITED****AIR TRAFFIC AND NAVIGATION SERVICES COMPANY ACT, 1993 (ACT No. 45 OF 1993)
PUBLICATION OF AIR TRAFFIC SERVICE CHARGES**

In terms of section 5(2)(f) of the Air Traffic and Navigation Services Company Act, 1993 (Act No. 45 of 1993), it is hereby published for general notice that as from **1 April 2012** the Air Traffic and Navigation Services Company Limited, registration number 1993/004150/06, will levy the air traffic service charges according to the rules set out in the Schedule.

MD MAMASHELA

Chairperson: Board of Directors

December 2011



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SCHEDULE AIR TRAFFIC SERVICE CHARGES

1. Interpretation

For the purposes of these Rules, unless the context indicates otherwise -

- (a) "ACSA" means Airports Company South Africa Limited;
- (b) "ACSA airport" means a company airport as defined in section 1 of the Airports Company Act;
- (c) "ACSA TMA airspace" means TMA airspace associated with an ACSA airport, but in which may also be non-ACSA airports;
- (d) "AIC" means an Aeronautical Information Circular;
- (e) "AIP" means an Aeronautical Information Publication;
- (f) "aircraft" means any machine that can derive support in the atmosphere from the reactions of the air other than the reactions of the air against the surface of the earth, and includes any non-type certificated aircraft;
- (g) "airport" means an aerodrome as defined in section 1 of the Civil Aviation Act, 2009 (Act No. 13 of 2009), and includes an ACSA airport;
- (h) "Airports Company Act" means the Airports Company Act, 1993 (Act No. 44 of 1993), as amended;
- (i) "air traffic control unit" means an aerodrome control tower, an approach control office or an area control centre or a combination thereof;
- (j) "air traffic management (ATM) services" includes without limitation -
 - (i) airspace organisation and management services;
 - (ii) information management services;
 - (iii) alerting services;
 - (iv) advisory services;
 - (v) conflict management services;
 - (vi) traffic synchronisation services;
 - (vii) flight information services; and
 - (viii) demand and capacity balancing services;
- (k) "air traffic service charge" means an amount levied by the Company on the operator of an aircraft in connection with the provision of air traffic services to that operator;
- (l) "air traffic service reporting office" means an air traffic service unit established for the purpose of receiving reports concerning air traffic services and flight plans submitted before the departure of an aircraft from an aerodrome;

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- (m) "air traffic service unit" means an air traffic control unit, flight information centre or air traffic service reporting office;
- (n) "alerting service" means a service provided to notify the appropriate organisations regarding aircraft in need of search and rescue aid and to assist such organisations as appropriate;
- (o) "area (*en route*) airspace" means airspace that excludes -
- (i) aerodrome airspace;
 - (ii) TMA airspace; and
 - (iii) FIS-only airspace, when the Company has determined its dimensions;
- (p) "ATM" means air traffic management;
- (q) "BSC" means business sustaining cost;
- (r) "Civil Aviation Regulations" means the Civil Aviation Regulations, 1997, as amended;
- (s) "Company" means Air Traffic and Navigation Services Company Limited;
- (t) "Company representative" means a person designated by the Company for the purposes of these Rules;
- (u) "d" means flight distance;
- (v) "FAJS" means OR Tambo International Airport;
- (w) "FAKN" means Kruger Mpumalanga International Airport;
- (x) "FARB" means Richards Bay Airport;
- (y) "FC" means fixed cost;
- (z) "FIS-only airspace" means airspace in which flight information services are provided exclusively;
- (aa) "flight" means from the moment an aircraft commences its take-off until the moment it completes its next landing;
- (bb) "flight information centre" means an air traffic service unit established to provide flight information services and alerting services;
- (cc) "flight information service" means a service provided for the purpose of giving advice and information useful for the safe and efficient conduct of flights;
- (dd) "flight plan" means specified information provided to air traffic service units relative to an intended movement of an aircraft;
- (ee) "gateway" means the point of entry into or exit from the South African flight information region;
- (ff) "maximum certificated mass" means the maximum permissible mass shown in the aircraft flight manual or other document associated with the certificate of airworthiness at which an aircraft may commence its take-off under standard atmospheric conditions at sea level;
- (gg) "MCM" means maximum certificated mass;


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- (hh) "movement" means a flight, or a portion of a flight, through any aerodrome airspace, TMA airspace or area (*en route*) airspace;
- (ii) "non-type certificated aircraft" means any aircraft that does not qualify for the issue of a certificate of airworthiness in terms of Part 21 of the Civil Aviation Regulations and includes any type certificated aircraft that has been scrapped, of which the original identification plate has been removed and returned to the applicable aviation authority and is rebuilt as a full-scale replica;
- (ij) "NOTAM" means a Notice to Airmen;
- (kk) "operator" means a person or legal entity, holding a valid licence and operating certificate or equivalent thereof authorising such person or entity to conduct scheduled, non-scheduled or general air services, and includes-
- (i) a licensee as defined in section 1 of the Air Services Licensing Act, 1990 (Act No. 115 of 1990), as amended, or a licensee as defined in section 1 of the International Air Services Act, 1993 (Act No. 60 of 1993), as amended;
 - (ii) any airline of another State which operates a scheduled international public air transport service in terms of an air transport service agreement as contemplated in section 35(1) of the International Air Services Act, 1993, as amended, or a permit holder as defined in section 1 of the said Act;
 - (iii) the registered owner of such aircraft; and
 - (iv) any person or legal entity who uses an aircraft on behalf of an operator;
- (ll) "registered owner", in relation to an aircraft, means the person in whose name such aircraft is registered, and includes any person who is or has been acting as agent in South Africa for a foreign owner, or any person by whom the aircraft is hired at the time;
- (mm) "Regulating Committee" means the Regulating Committee established by section 11 of the Airports Company Act;
- (nn) "South African flight information region" means the geographical area consisting of the flight information regions of Johannesburg, Cape Town and Johannesburg Oceanic;
- (oo) "South African Maritime and Aeronautical Search and Rescue Act" means the South African Maritime and Aeronautical Search and Rescue Act, 2002 (Act No. 44 of 2002);
- (pp) "Standard Terms and Conditions" are the terms and conditions of payment set out on the invoice;
- (qq) "state aircraft" means aircraft used in military, customs and police services;
- (rr) "terminal control area" means a control area normally established at the confluence of air traffic service routes in the vicinity of one or more ACSA airports as published in an AIP, AIC or NOTAM and designated as a terminal control area;
- (ss) "TMA" means terminal control area; and



(tt) "VC" means variable cost.

2. Right to levy air traffic service charges

The Company is entitled to levy air traffic service charges by virtue of a permission issued by the Regulating Committee on 19 March 2010 in terms of section 11(5) of the Air Traffic and Navigation Services Company Act, 1993.

3. Air traffic service charges

3.1 There are three air traffic service charges:

- (a) An Aerodrome Charge, payable for ATM services, specific to aerodrome airspace and maneuvering area, provided by the Company in respect of a flight that takes off from or lands at an ACSA airport;
- (b) a TMA Access Charge, payable for ATM services, specific to terminal airspace, provided by the Company in respect of a flight that departs from or arrives at ACSA TMA airspace, where the airport of origin or destination is within that ACSA TMA airspace;
- (c) an Area Charge, payable for ATM services specific to area (*en route*) airspace provided by the Company in respect of a flight undertaken within a flight information region established by the Commissioner for Civil Aviation in terms of the Civil Aviation Regulations.

4. Cost components

4.1 Charges consist of the following cost components:

- (a) A variable cost component (VC);
- (b) a business sustaining cost component (BSC); and
- (c) a fixed cost component (FC).

4.2 VCs are treated as follows:

- (a) VCs are charged for each flight undertaken at a standard rate per movement;
- (b) VCs are the same for Aerodrome Charges, TMA Access Charges and Area Charges.



4.3 BSCs are treated as follows:

- (a) BSCs are charged for each movement undertaken in relation to the MCM of an aircraft;
- (b) BSCs are the same for Aerodrome Charges, TMA Access Charges and Area Charges.

4.4 FCs are treated as follows:

- (a) FCs are charged for each movement undertaken in relation to the MCM of an aircraft, and for Area Charges, also in relation to d within Company managed airspace;
- (b) Aerodrome Charges, TMA Access Charges and Area Charges each have a unique FC.

5. Independent variables

For purposes of charging, the independent variables of the tariff formulas set out in the Appendix, are the following:

- (a) Published MCM expressed in kilograms;
- (b) "d", measured on the basis of the great circle distance in nautical miles (rounded to the nearest nautical mile) along that portion of the flight path of an aircraft, which is within the boundaries of the South African flight information region, from the take-off airport or gateway to the landing airport or gateway. It excludes distance flown in the ACSA TMA airspace above the take-off or landing airport or the TMA airspace above FAKN or FARB, which TMA airspace is for charging purposes a radius of 35 nautical miles around the airport, irrespective of the actual radius.

6. Mass categories

6.1 Subject to the exceptions described in rules 6.2 and 6.3 below, the following aircraft mass categories apply:

- (a) Aircraft with a MCM of 15 000 kilograms or less are charged as follows:
 - (i) VC per movement;
 - (ii) BSC based on MCM; and
 - (iii) FC based on MCM, and for Area Charge, also based on d, but no Area Charge is levied if d equals zero;
- (b) aircraft with a MCM of more than 15 000 kilograms are charged as follows:
 - (i) VC per movement;

- (ii) BSC based on the square root of MCM; and
- (iii) FC based on the square root of MCM, and for Area Charge, also based on d, but no Area Charge is levied if d equals zero.

6.2 Charges for aircraft with a MCM of 5 000 kilograms or less are zero-rated with respect to -

- (a) Area Charges; and
- (b) Aerodrome Charges or TMA Access Charges at ACSA airports or ACSA TMA airspace other than FAJS subject to the operators of such aircraft adhering to operating procedures around non-FAJS airports as the Company may establish from time to time.

6.3 For aircraft with a MCM of 5 000 kilograms or less at FAJS, the FC components that would otherwise have applied, are replaced with -

- (a) a minimum FC in the calculation of the Aerodrome Charge; and
- (b) a minimum FC in the calculation of the TMA Access Charge.

7. Origin-destination differentiation

7.1 Differentiation applies in respect of the following flights:

- (a) A domestic flight, which is a flight undertaken by an aircraft where both the airport of departure and the airport of arrival of the aircraft are within South Africa;
- (b) a regional flight, which is a flight undertaken by an aircraft where either the airport of departure or the airport of arrival of the aircraft is within Botswana, Lesotho, Namibia or Swaziland, and the other airport is within South Africa or within Botswana, Lesotho, Namibia or Swaziland;
- (c) an international flight, which is a flight undertaken by an aircraft where either the airport of departure or the airport of arrival of the aircraft is within any State other than South Africa or Botswana, Lesotho, Namibia or Swaziland, and the other airport is within South Africa or elsewhere.

7.2 All tariff cost components, except the minimum FC in respect of an aircraft with a MCM of 5 000 kilograms or less for Aerodrome and TMA Access at FAJS (where a minimum, non-differentiated FC applies), are differentiated based on origin-destination as set out in the Appendix.

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8. Formulas and coefficients

Subject to these Rules, the tariff formulas and tariff coefficients are set out in the Appendix.

9. Payment of air traffic service charges and security deposits

9.1 Any document produced by the Company on which it is recorded that an ATM service was provided is deemed to be sufficient evidence that the ATM service was indeed provided.

9.2 The operator of an aircraft which is engaged in a flight in respect of which the operator is liable to pay an air traffic service charge in terms of these Rules and in the case where the flight –

- (a) terminates at an ACSA airport, must pay the air traffic service charge to the Company representative at that ACSA airport before that aircraft is to take off from that ACSA airport;
- (b) commences at an ACSA airport and terminates at an airport other than an ACSA airport, must pay the air traffic service charge to the Company representative at that ACSA airport before that aircraft is to take off from that ACSA airport;
- (c) commences and terminates at airports other than ACSA airports, must pay the air traffic service charge to the Company within 30 days of receipt of an invoice from the Company in respect of the air traffic service charge,

unless the operator has previously entered into an agreement with the Company for payment.

9.3 The operator of an aircraft shall –

- (a) deposit with the Company an amount, or
- (b) provide the Company with a letter of guarantee by a financial institution in a format acceptable to the Company that an amount has been set aside,

as security against the risk of default on payment.

9.4 The Company shall determine the amount referred to in section 9.3 with reference to the actual or expected invoices of an operator, which amount shall be limited to the maximum amount of two months' invoicing.

- 9.5 The Company may annually revise and an operator may annually apply for a revision of the amount in section 9.3, with reference to actual or expected invoicing.
- 9.6 No interest is payable by the Company on any deposit or letter of guarantee held by it in terms of these Rules.
- 9.7 The Company may charge interest on an outstanding invoice as provided for in the Standard Terms and Conditions.
- 9.8 The Company is not obliged to withdraw, modify or reissue an invoice after six months from the date of the invoice.
- 10. General rules, exemptions and exceptions**
- 10.1 The tariffs set out in these Rules, including the Appendix, are exclusive of Value-Added Tax and are therefore subject to the appropriate rate applicable to any specific tariff.
- 10.2 Air traffic service charges are payable by the operator of an aircraft to the Company.
- 10.3 Air traffic service charges are payable in respect of South African and foreign state aircraft, unless other provision has been made by means of an agreement with the Company.
- 10.4 Air traffic service charges are payable in respect of helicopters, except at FAJS where no TMA Access Charge is levied.
- 10.5 No air traffic service charge is payable in respect of an aircraft engaged in any flight for the calibration of any air navigation infrastructure.
- 10.6 Air traffic service charges are payable in respect of an aircraft engaged in emergency medical service operations, unless exempted on a case-by-case basis by means of an agreement with the Company.
- 10.7 Subject to rule 10.9 below, no air traffic service charge is payable in respect of an aircraft requisitioned for and engaged in search and rescue operations in terms of the South African Maritime and Aeronautical Search and Rescue Act.



- 10.8 Air traffic service charges are payable in respect of an aircraft engaged in search and rescue operations, which aircraft has not been requisitioned in terms of the South African Maritime and Aeronautical Search and Rescue Act, unless exempted on a case-by-case basis by means of an agreement with the Company.
- 10.9 Search mission co-ordination services are payable by the relevant authority or any operator at a rate of R1 268,00 per hour or part thereof, where these services fall outside of the normal scope of alerting services and assistance to agencies involved in search and rescue operations, in particular where services are activated due to negligence in canceling service requests.
- 10.10 (a) Aerodrome Charges and TMA Access Charges are payable in respect of Aerodrome and TMA Access movements solely for the purpose of air crew training at a discount of 70% of the applicable standard Aerodrome Charge or standard TMA Access Charge.
- (b) Training movements attract charges as follows:
- (i) An Aerodrome Charge is levied for each training movement upon take-off and upon landing from or at an ACSA airport, discounted as described in rule 10.10(a) above;
 - (ii) for a training movement that does not exit the aerodrome airspace, one Aerodrome Charge is levied for each circuit flown, discounted as described in rule 10.10(a) above; and
 - (iii) for a training movement that exits the aerodrome airspace into TMA airspace, rule 10.10(b)(i) above applies for each take-off and each landing, and a TMA Access Charge is levied for each circuit flown within the TMA airspace.
- (c) For the purposes of this rule, the words "take-off" and "landing" are construed to include the use of ATM services required for take-off and landing.
- 10.11 For oceanic flights over the Indian Ocean or the Atlantic Ocean within the South African flight information region, including those to and from Antarctica, the FC component of the Area Charge is 50% of the standard Area Charge.
- 10.12 Extended air traffic service charges at a rate of R2 537,00 per hour or part thereof, are payable by an operator for the extension of existing air traffic services beyond the normal negotiated and planned service amendments as documented in the Integrated Aeronautical Information Package (IAIP).

10.13 No Area Charge is payable in respect of any aircraft engaged in a flight that takes off and lands at the same airport.

10.14 Subject to a directive or approval to the contrary by the Regulating Committee, the origin-destination differentiation described in rule 7 above, will be phased out as follows:

Financial year	Domestic flight tariff	Regional flight tariff	International flight tariff
2012/13	94%	100%	106%
2013/14	97%	100%	103%
2014/15	100%	100%	100%

10.15 The Company reserves the right to exempt the operator of an aircraft from payment of, or discount, any of the air traffic service charges if the Company is satisfied that the application of these Rules would amount to an unfair repetition of the same charge.

11. Withholding of services

The Company may withhold services –

- (a) until such time that the operator provides evidence to the Company that the deposit or guarantee referred to in section 9.3 has been provided, or
- (b) if the operator has failed to settle an invoice as per the Standard Terms and Conditions.

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APPENDIX

TARIFF FORMULAS AND COEFFICIENTS

1. An air traffic service charge is composed of the sum of VC, BSC and FC for each discrete Aerodrome, TMA Access and Area movement undertaken, according to the following mass categories and locations:

Main Mass Category	Cost Component	Formulas & Coefficients		
		Aerodrome Charge	TMA Access Charge	Area Charge
FAJS ≤ 5 000 kg	VC	R25,04	R25,04	
	BSC	R101,74/10 000.MCM	R101,74/10 000.MCM	
	FC	R53,68	R99,17	
5 000 kg < MCM ≤ 15 000 kg	VC	R25,04	R25,04	R25,04
	BSC	R101,74/10 000.MCM	R101,74/10 000.MCM	R101,74/10 000.MCM
	FC	R107,37/10 000.MCM	R19,83/1 000.MCM	R14,23/100 000.MCM.d
> 15 000 kg	VC	R25,04	R25,04	R25,04
	BSC	R124,58/100.√MCM	R124,58/100.√MCM	R124,58/100.√MCM
	FC	R131,51/100.√MCM	R242,92/100.√MCM	R174,38/10 000.√MCM.d

2. Each Rand-value coefficient in the table above is multiplied by –

- (a) 94% for a domestic flight;
- (b) 100% for a regional flight; and
- (c) 106% for an international flight.

except in the case of FCs for Aerodrome and TMA Access Charges at FAJS for aircraft with $MCM \leq 5\,000\text{ kg}$ where the coefficient as stated in the table applies.

3. As an illustration, assume the following flights:

Example 1

Domestic flight from FAJS to FACT, with aircraft with $MCM = 100\,000\text{ kg}$ and $d = 686\text{ miles}$

$$\begin{aligned}
 \text{Charge} &= [\text{Aerodrome Charge at FAJS} + \text{TMA Access Charge at FAJS} + \text{Area Charge} + \text{TMA Access Charge at FACT} + \text{Aerodrome Charge at FACT}] \times 94\% \\
 &= [[VC_{\text{Aero}} + BSC_{\text{Aero}} + FC_{\text{Aero}}] + [VC_{\text{TMA}} + BSC_{\text{TMA}} + FC_{\text{TMA}}] + [VC_{\text{Area}} + BSC_{\text{Area}} + FC_{\text{Area}}] \\
 &\quad + [VC_{\text{TMA}} + BSC_{\text{TMA}} + FC_{\text{TMA}}] + [VC_{\text{Aero}} + BSC_{\text{Aero}} + FC_{\text{Aero}}]] \times 94\%
 \end{aligned}$$



$$\begin{aligned}
&= [[R25,04 + (R124,58/100 \times \sqrt{100\,000}) + (R131,51/100 \times \sqrt{100\,000})] + [R25,04 + \\
&\quad (R124,58/100 \times \sqrt{100\,000}) + (R242,92/100 \times \sqrt{100\,000})] + [R25,04 + (R124,58/100 \times \sqrt{100\,000}) \\
&\quad + (R174,38/10\,000 \times \sqrt{100\,000 \times (686-35-35)})] + [R25,04 + (R124,58/100 \times \sqrt{100\,000}) \\
&\quad + (R242,92/100 \times \sqrt{100\,000})] + [R25,04 + (R124,58/100 \times \sqrt{100\,000}) + (R131,51/100 \\
&\quad \times \sqrt{100\,000})]] \times 94\% \\
&= [(R25,04 \times 5) + (R124,58/100 \times \sqrt{100\,000 \times 5}) + (R131,51/100 \times \sqrt{100\,000 \times 2}) + \\
&\quad (R242,92/100 \times \sqrt{100\,000 \times 2}) + (R174,38/10\,000 \times \sqrt{100\,000 \times 616})] \times 94\% \\
&= R7\,388,35
\end{aligned}$$

Example 2

International flight from FAJS to international gateway, with aircraft with MCM = 4 500 kg
and d = 211 miles

$$\begin{aligned}
\text{Charge} &= [\text{Aerodrome Charge at FAJS} + \text{TMA Access Charge at FAJS}] \times 106\% \\
&= [[VC_{\text{Aero}} + BSC_{\text{Aero}}] \times 109\% + FC_{\text{Aero}}] + [[VC_{\text{TMA}} + BSC_{\text{TMA}}] \times 106\% + FC_{\text{TMA}}] \\
&= [[R25,04 + (R101,74/10\,000 \times 4\,500)] \times 106\% + R53,68] + [[R25,04 + (R101,74/10\,000 \times \\
&\quad 4\,500)] \times 106\% + R99,17] \\
&= [(R25,04 \times 2) + (R101,74/10\,000 \times 4\,500 \times 2)] \times 106\% + R53,68 + R99,17 \\
&= R302,22
\end{aligned}$$

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Annexure “7”





sa express

we fly for you

AGREEMENT

Entered into by and between

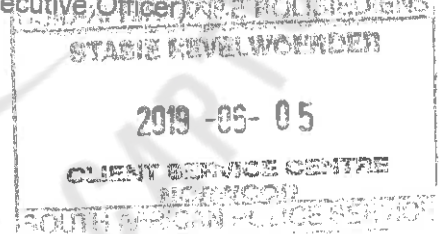
DEPARTMENT OF COMMUNITY SAFETY AND TRANSPORT MANAGEMENT
(HEREINAFTER REFERRED TO AS 'THE DEPARTMENT')

(Duly represented by Thabang Bailey Mahlakoleng in his capacity as the Head of Department)

and

SOUTH AFRICAN EXPRESS AIRWAYS SOC LIMITED
(HEREINAFTER REFERRED TO AS 'SA EXPRESS')

(Duly represented by Inati Ntshanga in his capacity as Chief Executive Officer)



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BTW
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ANNEXES

ANNEXE "A" : SUBSIDY STRUCTURE

ANNEXE "B" : FLIGHT SCHEDULE

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1 INTERPRETATION

1.1 In this Agreement -

1.1.1 clause headings are for convenience only and are not to be used in its interpretation;

1.1.2 an expression which denotes -

1.1.2.1 any gender includes the other genders;

1.1.2.2 a natural person includes a juristic person and *vice versa*, and where the context so requires, it shall include the State, Local Authority or other governmental institution inclusive of the Minister of the State and a division of any Ministerial Department; and

1.1.2.3 the singular includes the plural and *vice versa*.

1.2 In this Agreement, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings –

1.2.1 **"Agreement"** means this agreement;

1.2.2 **"Airline"** means SA Express;

1.2.3 **"Airline Service"** means the transportation of goods and/or persons on aircraft on the Designated Route by SA Express;

1.2.4 **"Apron"** means the area on Mafikeng and Pilanesburg Airports intended to accommodate aircraft for the purposes of loading and unloading passengers, cargo, parking or preparation for flight;

1.2.5 **"ATNS"** means Air Traffic and Navigational Services Limited, established in terms of Section 2 of the Air Traffic and Navigation

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Service Company Act, Act 45 of 1993;

- 1.2.6 **"Bridging Training"** means any and all training required for the individual cadet pilot to attain the required standard for type conversion training;
- 1.2.7 **"Cadet Pilot(s)"** means a pilot holding a commercial pilot's licence (CPL) with less than 1000 hours total flying time, who undertakes a specific training programme within the Airline in order to bridge the lower level of experience;
- 1.2.8 **"Cape Town International Airport"** means Cape Town International Airport situated in Cape Town, Western Cape, South Africa;
- 1.2.9 **"Department of Community Safety and Transport Management"** means the Department of Community Safety and Transport Management represented by Thabang Bailey Mahlakoleng, he being duly authorised thereto;
- 1.2.10 **"Designated Route"** means the route between Oliver Tambo International Airport, Cape Town International Airport, Pilanesburg Airport, Mafikeng Airport;
- 1.2.11 **"Effective Date"** means the 27th March 2015 for the OR Tambo International Airport, Cape Town International Airport and Pilanesburg Airport route, and the 1st May 2015 for the OR Tambo International Airport and Mafikeng Airport route;
- 1.2.12 **"First Officer"** means a person holding a commercial pilot license with an aircraft type endorsement to operate in the right hand seat of the flight deck of the Airline;
- 1.2.13 **"Ground Handling Services"** means the standard ground handling

services as more fully provided for in terms of the IATA Standard Ground Handling Agreement;

- 1.2.14 **"IATA"** means the International Air Transport Association;
- 1.2.15 **"ICAO"** means the International Civil Aviation Organization;
- 1.2.16 **"O.R Tambo International Airport"** means O.R Tambo International Airport situated in Gauteng the Republic of South Africa;
- 1.2.17 **"Mafikeng Airport"** means Mafikeng Airport situated at Mahikeng, North West Province;
- 1.2.18 **"Parties"** means the Department and SA Express collectively and **"Party"** shall refer to either of them;
- 1.2.19 **"Pilanesburg Airport"** means Pilanesburg Airport situated in Rustenburg, North West Province, South Africa;
- 1.2.20 **"SAA"** means South African Airways SOC Limited Registration Number 1979/022444/30, a state-owned company duly registered in terms of the laws of the Republic of South Africa;
- 1.2.21 **"SACAA"** means the South African Civil Aviation Authority established in terms of the provisions of Section 2 of the South African Civil Aviation Authority Act, Act 40 of 1998;
- 1.2.22 **"SA Express"** means South African Express Airways SOC Limited, registration number 1990/007412/30, a state-owned company duly registered in terms of the laws of the Republic of South Africa;
- 1.2.23 **"Signature Date"** means the date of signature of this Agreement by the Party last signing;
- 1.2.24 **"Type Conversion Training"** means the training required, inclusive of

simulator training, in order for the cadet pilot to qualify as a type rated first officer at SA Express;

1.2.25 **"VAT"** means Value-Added Tax as levied from time to time in terms of the Value-Added Tax Act, 1991.

1.3 Any substantive provision, conferring rights or imposing obligations on a Party and appearing in any of the definitions in this clause 1 or elsewhere in this Agreement, shall be given effect to as if it were a substantive provision in the body of the Agreement.

1.4 Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this Agreement.

1.5 Subject to clauses 1.7 and 1.14, defined terms appearing in this Agreement in the title cases shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning.

1.6 A reference to any statutory enactment shall be construed as a reference to that enactment as at the Signature Date and as amended or substituted from time to time.

1.7 Reference to "days" shall be construed as calendar days unless qualified by the word "business", in which instance a "business day" shall be any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time. Any reference to "business hours" shall be construed as being the hours between 08h30 and 17h00 on any business day. Any reference to time shall be based upon South African Standard Time.



- 1.8 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.
- 1.9 Where figures are referred to in numericals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.
- 1.10 No provision herein shall be construed against or interpreted to the disadvantage of a Party by reason of such Party having or being deemed to have structured, drafted or introduced such provision.
- 1.11 The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 1.12 The words "include" and "including" mean "include without limitation" and "including without limitation". The use of the words "include" and "including" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.
- 1.13 Any reference in this Agreement to "this Agreement" or any other agreement or document shall be construed as a reference to this Agreement or, as the case may be, such other agreement or document, as amended, varied, novated or supplemented from time to time.
- 1.14 This Agreement incorporates the annexes which annexes shall have the same force and effect as if set out in the body of this Agreement. In this Agreement the words "clause" or "clauses" and "annexe" or "annexes" refer

to clauses of and annexes to this Agreement.

- 1.15 Headings to clauses are for reference purposes only and do not bear upon the interpretation of this Agreement.

2 INTRODUCTION

- 2.1 In response to the Request for Proposal for reintroduction of an Air Transport Service between OR Tambo International Airport, Cape Town International Airport, Pilanesburg Airport and Mafikeng Airport ('the Airports'), issued by Department of Community Safety and Transport Management ('the Department'), the Airline SA Express responded to request for proposals for the supply of the Airline Service subject to a subsidy from the Department, which request for proposal was duly accepted by the Department Executive Council.
- 2.2 In the event of any conflict between the provisions of any other agreement entered into between the Parties and the provisions of this Agreement, the provisions of this Agreement shall prevail.

3 RECITALS

- 3.1 North West Province is the owner and licensee of Pilanesburg and Mafikeng Airports.
- 3.2 SA Express is capable of conducting the Airline Service in accordance with all relevant statutory and regulatory prescripts and with the type of aircraft mentioned in clause 10.1 of this Agreement, and able to provide the aircraft (including replacement aircraft should the aircraft employed in providing the Airline Service be unserviceable), crew, distribution, sales and airlines operational infrastructure for the operation of the airline service on the designated route.

- 3.3 SA Express has the operation and marketing expertise required for the operation of the Airline Service.
- 3.4 SA Express is a member of the Voyager programme which entitles all its passengers to earn Voyager miles on its flights which may then be redeemed on any Voyager participating member's flights. SA Express is permitted to use SAA tickets and as such enjoys Interlining arrangements with all SAA partners who are members of the Star Alliance.

4 AIRLINE SERVICES

- 4.1 SA Express and the Department hereby agree that SA Express shall, with effect from the Effective Date, commence the Airline Service on the Designated Route for a period of 5 (five) years calculated from the Effective Date.
- 4.2 Without in any way derogating from any other provisions of this Agreement providing for termination in certain circumstances, and notwithstanding the duration of this Agreement as set out in clause 4.1, SA Express may, at any time, terminate the Agreement by giving the Department six (6) months prior written notice.
- 4.3 As a contribution towards the costs of SA Express in providing the Airline Service, the Department shall grant to SA Express the subsidy as more fully described in clause 6 hereof and on the terms and conditions as more fully set out in this Agreement.
- 4.4 Not later than 6 (six) months prior to the expiry of the period mentioned in clause 4.1, the Parties shall meet with the objectives of negotiating a continuation or discontinuation of the Airline Service on terms and conditions to be agreed between the Parties.

5 TICKET COSTS

- 5.1 The costs of tickets to be sold shall be as determined by SA Express and shall be subject to an annual increase in line with the airline's fare policy.
- 5.2 The costs of tickets aforesaid shall be exclusive of passenger service charges, security tax, fuel levies and VAT.

6 SUBSIDY

- 6.1 The Department shall pay to SA Express the subsidy and the Management Company the operational costs of both airports annually, in advance, the amount stipulated in annexe A.
- 6.2 In the event that the Parties fail to reach an agreement during the annual review as set out in clause 6.1, and the proposed review is of the amount payable by the Department as stipulated in annex A, SA Express shall be entitled to terminate this Agreement by giving six months written notice and shall be entitled to payment in accordance with annex A, during such notice period.
- 6.3 The obligation of the Department to pay monies in terms of clause 6.1 shall never exceed the amount mentioned therein.
- 6.4 Monies due in respect of penalties (if any) as contemplated in clause 8 of this Agreement shall be invoiced and payable by SA Express within 30 (thirty) days of receipt on the invoice, provided such penalties have been verified and agreed to by the parties.
- 6.5 Should SA Express have a query regarding any penalty, such query shall be made in writing by SA Express, within 14 (fourteen) days of receipt of the invoice and any amount payable in respect of such penalty shall be put on hold until the query has been resolved between the Parties.

- 6.6 The payment referred to in clause 6.1 shall be made within 5 (five) days of the effective date, and thereafter, on the same date of each following year.

7 QUARTERLY REPORTS

- 7.1 SA Express shall, on a quarterly basis, submit a written return to the Department, wherein it reports on -

- 7.1.1 the dates and number of flights undertaken during the relevant quarter;
- 7.1.2 the number of passengers flown, together with the load factor achieved for that quarter on the Designated Route;
- 7.1.3 the time of departure from either of the airports (as the case may be) and the time of arrival at the relevant flight's destination, in respect of each flight;
- 7.1.4 details of marketing and promotion of the Airline Service done during that quarter and that contemplated for the next quarter, together with the costs and/or anticipated costs thereof; and
- 7.1.5 penalties raised against SA Express in terms of the provisions of clause 8 of this Agreement and the monetary value of such penalties calculated in accordance with the provisions of clause 8.3 of this Agreement.

8 PENALTIES

- 8.1 For purposes of this clause 8 only the following expressions shall each have the meaning ascribed thereto -

- 8.1.1 **"Month"** means a calendar month as defined in Article 2 of the Interpretation Act, Act 33 of 1957; and
- 8.1.2 **"Flight"** means a flight as intended in clause 10.5 of this Agreement.

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8.2 In the event of -

8.2.1 a Flight for the first time in a Month not leaving the airport from which it is supposed to depart to its destination, SA Express shall be debited with 1000 (one thousand) penalty points;

8.2.2 a Flight for the second time in the same Month not leaving the airport from which it is supposed to depart to its destination, SA Express shall be debited with 2000 (two thousand) penalty points for the non departure; and

8.2.3 a Flight for the third or more time in the same Month not leaving the airport from which it is supposed to depart to its destination, SA Express shall be debited with 5000 (five thousand) penalty points for each non departure.

8.3 The Department shall, on a Monthly basis, calculate the total penalty points accumulated by SA Express during each Month and express such total penalty points in monetary value. For this purpose, 1000 (one thousand) penalty points shall equate to R2,000.00 (two thousand rand).

8.4 The monetary value of the penalty points calculated in terms of the provisions of clause 8.3 shall be communicated to SA Express and SA Express shall be allowed a period of 14 (fourteen) days to make written representations to the Department in regard thereto. In the event of a dispute between the Parties as to whether a Flight has departed or not, a certificate on the letterhead of ATNS at the airport from which the Flight was supposed to depart shall be *prima facie* proof of whether such Flight departed or not.

8.5 There shall be no penalty imposed in respect of delays or Flights which do not depart from either Oliver Tambo International Airport or Mafikeng

Airport due to factors beyond the control of SA Express or where the Parties, by prior arrangement, agree that a flight should not take place due to insufficient passengers or on a public holiday or if the Parties agree not to operate any day during off-peak holiday periods.

9 OBLIGATIONS OF DEPARTMENT OF COMMUNITY SAFETY AND TRANSPORT MANAGEMENT.

The Department has the following obligations -

- 9.1 to ensure that Pilanesburg and Mafikeng Airports are at all times in a good and operational condition and licensed to handle at least aircraft of Category 6 (six) capacity;
- 9.2 to provide the necessary staff (all duly trained) and equipment necessary to perform security checks of passengers, crew, baggage and cargo leaving Pilanesburg and Mafikeng Airports;
- 9.3 to ensure the attendance, at Pilanesburg and Mafikeng Airports, of employees of ATNS to provide air traffic control;
- 9.4 to pay to SA Express and the Management Company the monies due as more fully set out above in clause 6;
- 9.5 to do whatever is reasonably within its powers to support SA Express so as to ensure the success of the Airline Service;
- 9.6 to ensure that Pilanesburg and Mafikeng Airports are clean and presentable;
- 9.7 to ensure that during the duration of this Agreement fees and charges to users of Pilanesburg and Mafikeng Airports do not exceed those charged by Airports Company South Africa Limited at OR Tambo International Airport; and

- 9.8 to ensure that Pilanesburg and Mafikeng Airports remain open and operational from 1 (one) hour before the first scheduled flight is due to arrive, until 30 (thirty) minutes after the last scheduled flight has departed, each day.

10 OBLIGATIONS OF SA EXPRESS

SA Express shall -

- 10.1 with effect from the Effective Date, provide the Airline Service with **CRJ 200** aircraft, including a suitable replacement aircraft should the aircraft employed in providing the Airline Service be unserviceable; alternatively with an aircraft of similar size, specification and capabilities;
- 10.2 obtain a prior written approval from the Department should it wish to replace the **CRJ 200** aircraft with another type of aircraft;
- 10.3 provide the Airline Service from Mondays to Fridays, excluding public holidays;
- 10.4 provide the Airline Service on Saturdays and/or Sundays and/or public holidays if and for such time as there exists, in the reasonable discretion of SA Express, sufficient demand for such service. Such operations shall be for SA Express's own risk and reward and shall not be financially supported by the Department; and
- 10.5 ensure that the flights provided pursuant to the Airline Service shall depart and arrive as more fully set out in the flight schedule attached hereto as annexe "B";
- 10.6 pay, as provided for by Pilanesburg and Mafikeng Airports, to the Department the prescribed approach fees, landing fees and parking fees; payment to be effected within 30 (thirty) days from invoice at such address

- or into such bank account as the Department or ATNS (as the case may be) may in writing advise;
- 10.7 provide, at the Airports, free of charge to passengers, the Ground Handling Services;
- 10.8 provide the entire infrastructure required for the provision of the Airline Service on the Designated Route, including but not limited to -
- 10.8.1 the maintenance of the aircraft employed in the Airline Service;
 - 10.8.2 the provision of the aircrew;
 - 10.8.3 the supply of all fuel (at its own cost);
 - 10.8.4 insurance in respect of the following -
 - 10.8.4.1 Combined single limit – US\$ 250 000 000.00 per aircraft;
 - 10.8.4.2 Airside liability – US\$20 000 000.00; and
 - 10.8.4.3 Freight liability – US\$2 000 000.00 per aircraft;
 - 10.8.5 all the required licences, permits, consents and the like to enable it to conduct the Airline Service;
 - 10.8.6 a passenger service office on Pilanesburg and Mafikeng Airports, which shall be open during business hours and at all times manned by a person in appropriate uniform; and
 - 10.8.7 the sale of airline tickets, consisting of different classes, to members of the public
- 10.9 appoint and supervise ground staff required to run its stations at Pilanesburg and Mafikeng Airports and to attend at its airports and passenger service offices during business hours;

- 10.10 attend at check-in gates and boarding gates counters;
- 10.11 appoint travel agents to market the Airline Service, in particular in Pilanesburg and Mahikeng and the catchment area and to conduct marketing campaigns and employ its marketing experience in promoting the Airline Service;
- 10.12 do whatever may be reasonably required from an airline to successfully conduct its business and employ the best practises in the aviation industry, and do what may be reasonably necessary to promote the Airline Service with the object of establishing a sustainable and profitable airline;
- 10.13 in respect of Pilanesburg and Mafikeng Airports -
- 10.13.1 obtain all necessary permits for its employees, agents and vehicles for access to the airside ("airside" means the movement area reserved for aircraft to which access is controlled);
- 10.13.2 pay the costs of any damage or harm caused which includes, but is not limited to, the costs of any repairs to or cleaning of the surface of the Apron where the need for such repairs to or cleaning arises as the result of any negligence or default by SA Express, its officers, employees, acting in the course and scope of their employment with SA Express and of its contractors, subcontractors or agents;
- 10.13.3 SA Express shall comply with all procedures and/or permissions relating to airport access control and vehicle usage on the airside;
- 10.13.4 conduct its operations in the manner that shall not compromise safety and security and shall adhere to all applicable procedures, policies and regulations;
- 10.13.5 use the Apron only as and when necessary for the discharge of its

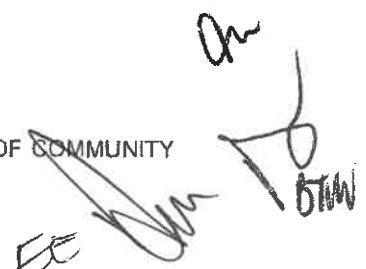
obligations, accepting that the Department at all times retain full possession and control of the Apron, including the right to give such direction(s) relating to the use of the Apron as may be appropriate or necessary;

- 10.13.6 not bring or permit the introduction into or onto Pilanesburg and Mafikeng Airports of any offensive, hazardous, noxious, toxic or dangerous substance, except if same are transported within the confines of the applicable legislation;
- 10.13.7 not drop waste or litter on the Apron and all foreign objects shall be disposed of in the receptacles identified for that purpose and use its best endeavours to ensure that the Apron shall at all times be kept clean and tidy;
- 10.13.8 provide Bridging Training and/or Type Conversion Training to three (3) Cadet Pilot(s), which shall be selected by the Department from candidates that reside within its province;
- 10.13.9 train the identified Cadet Pilot(s) to attain First Officer status within the airline subject to the Cadet Pilot(s) completing their training in accordance with the airline's training policy, standards and programmes; and
- 10.13.10 on successful completion of the training by the Cadet Pilot(s), SA Express shall enter into a three year agreement with the individual Cadet Pilot(s) for purposes of assisting him/her to gain further experience in the aviation sector and such period shall exclude the training period and commence once the individual Cadet Pilot is signed out for line flying.

11 WARRANTIES BY SA EXPRESS

SA Express warrants to and in favour of the Department -

- 11.1 the correctness of the contents of clauses 3.2, 3.3, and 3.4 of this Agreement;
- 11.2 that for purposes of landing at and departure from OR Tambo and Cape Town International Airports it has access to slots at the required times;
- 11.3 that it has access to all necessary infrastructure, personnel, licences (which licences were, *inter alia*, issued in terms of the Air Services Licensing Act, Act 115 of 1990), operating certificates (*inter alia*, issued in terms of Parts 121, 127 and 135 of the CAA regulations, in terms of which it is authorised to operate air services in accordance with Operations Manuals approved, and in terms of the provisions of the Air Services Licensing Act, Act 115 of 1990, International Air Services Act, Act 60 of 1993, the Aviation Act, Act 74 of 1962 and the Civil Aviation Offences Act, Act 10 of 1972), permits, consents and the like required to perform the Airline Service and that all such licenses, permits and consents are in full force and effect as at the Signature Date;
- 11.4 that it knows of no reason (having made all reasonable enquiries in this regard) why any such licence, permission or consent referred to in clause 11.3 would either be withdrawn or, as the case may be, not renewed during the duration of this Agreement;
- 11.5 that no litigation, arbitration, investigation or administrative proceeding is in progress as at the Signature Date, or to the best of its knowledge (having made all reasonable enquiries) threatened against it, which is likely to have a material adverse effect on the ability of SA Express to provide the Airline Service;



- 11.6 it is not subject to any obligation or non-compliance which is likely to have a material or adverse effect on its ability to provide the Airline Service;
- 11.7 no proceedings or other steps have been taken or, to the best of its knowledge (having made all reasonable enquiries) threatened for the winding up or liquidation (whether voluntary or involuntary, provisional or final), judicial management (whether provisional or final) or deregistration of SA Express or for the appointment of a liquidator, judicial management or similar officer over it or over any of its assets, or for the transfer from itself of its business; and
- 11.8 all information disclosed by or on behalf of the Airline in response to the Request for Proposal for Reintroduction of an Air Transport Service between the Airports, or in the subsequent request for proposal, is true, complete and accurate in all material respects and SA Express is not aware of any material facts or circumstances not disclosed to the Department which would, if disclosed, be likely to have an adverse effect on the Department's decision to accept SA Express's proposal.

12 INSPECTION

- 12.1 SA Express shall at all reasonable times during the duration of this Agreement or on completion thereof, make all records relevant to the Airline Service available for inspection by either -
- 12.1.1 a representative of the Department;
- 12.1.2 any department of North West Province;
- 12.1.3 a representative of the Government of the Republic of South Africa; and/or
- 12.1.4 the agent of any one or more of the above.

12.2 For purposes of such inspection -

12.2.1 all premises of SA Express shall be accessible and open during business hours for such inspection, provided a reasonable prior notice of such inspection is given to SA Express; and

12.2.2 SA Express shall supply, within 7 (seven) days of written demand, such information as it may be called upon to deliver, including copies of such documents as are under its control.

12.3 SA Express hereby irrevocably agrees that its financial standing may be examined as part of the inspection aforesaid.

13 ACCESS TO INFORMATION

13.1 SA Express shall provide the Department with all the information, documents, records and the like in the possession of, or available to, SA Express (and to this end SA Express shall use all reasonable endeavours to ensure that all such information shall be available to it) as may reasonably be requested by the Department for the purpose of complying with any of its statutory reporting obligations, including where pursuant to the Public Finance Management Act, 1999 or the Auditor-General Act, 1995.

13.2 Without limiting the generality of the foregoing, SA Express shall -

13.2.1 provide and shall procure that all its members shall provide all such information as the Department may reasonably require from time to time to enable it to provide reports and returns as it is legally obliged to do; and

13.2.2 note and facilitate the Department's compliance with the Promotion of Access to Information Act, 2000 in the event that the Department is

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required to provide information to any person pursuant to this Act.

14 OPERATIONAL COMMITTEE

- 14.1 An Operational Committee shall be established within 30 (thirty) days after the Signature Date.
- 14.2 The Operational Committee shall consist of a maximum of 2 (two) representatives each from the Department and SA Express.
- 14.3 The Operational Committee shall meet during the first 6 (six) months of this Agreement on a monthly basis in terms of a schedule to be approved at the first meeting, which shall take place within 30 (thirty) days after the Signature Date.
- 14.4 Meetings of the Operational Committee shall be at such venue(s) as the Operational Committee shall decide from time to time.
- 14.5 After the first 6 (six) months the Operational Committee shall determine the frequency, dates, times and venue of ensuing meetings.
- 14.6 The Chairperson of the Operational Committee shall be chosen at the first meeting and -
- 14.6.1 shall be chosen from one of the representatives and who shall hold office for a period of 12 (twelve) months;
- 14.6.2 shall thereafter be chosen from the representatives, save that he / she shall be from a Party different from that of the previous chairperson;
and
- 14.6.3 shall not have a casting vote.
- 14.7 The duties of the Operational Committee include, but are not limited to the following -

- 14.7.1 to monitor the day-to-day performance of SA Express including the reason(s) for any penalty raised against SA Express as contemplated in clause 8;
- 14.7.2 to debate and address any difficulties and/or differences which either of the Parties may have experienced, or which are reasonably anticipated, including any complaint(s) from either Party or a member of the public;
- 14.7.3 to monitor compliance with the provisions of this Agreement;
- 14.7.4 to recommend amendment(s) to this Agreement to their principals;
- 14.7.5 to deal with dispute(s) as contemplated in clause 23 of this Agreement;
- 14.7.6 to appoint a secretary to the Operational Committee; and
- 14.7.7 to decide the procedure(s) to be followed at its meetings, provided that such does not contradict the provisions of this Agreement.
- 14.8 Duly appointed alternate representatives shall be entitled to attend meetings of the Operational Committee should any member thereof not be available and such alternate representative shall have the right to speak thereat, but no alternate representative shall be entitled to vote if the member that he represents is present at such meeting.
- 14.9 A quorum for a meeting of the Operational Committee shall be one representative of each of the Parties, subject to due and proper notice of the meeting (which shall include the proposed agenda and any resolution to be proposed at the meeting) having been received by all the members of the Operational Committee at least 7 (seven) days before the date for which such meeting is scheduled.
- 14.10 If within half an hour or such longer period as those present may agree,

after the time appointed for the meeting, a quorum is not present, the meeting shall stand adjourned to the same time and day of the following week and written notice of such adjourned meeting shall be given to each member of the Operational Committee. If at such adjourned meeting a quorum is not present within half an hour or such longer period as those present may agree, after the time appointed for the meeting, those present shall form a quorum.

- 14.11 Each member of the Operational Committee shall be entitled to 1 (one) vote.
- 14.12 The issues raised at meetings of the Operational Committee shall be decided by a simple majority vote.
- 14.13 SA Express shall at each meeting report on the operation of the Airline Service and without derogating from the generality of this expression, such report shall include -
 - 14.13.1 the number of passengers per flight since the Effective Date or the last meeting of the Operational Committee, as the case may be;
 - 14.13.2 the growth or decline, as the case may be, of passengers per flight and the reason(s) therefore;
 - 14.13.3 the viability of the Airline Service;
 - 14.13.4 the demand, including the prospective demand, for the Airline Service;
 - 14.13.5 monies spent on advertising and the promotion of the Airline Service together with details of how and where such monies were spent;
 - 14.13.6 future advertising and promotion of the Airline Service;
 - 14.13.7 any information on penalties; and

any other information which could be of interest to the Operational Committee or of value to either of the Parties.

15. MANAGEMENT COMPANY

- 15.1 The Department mandates SA Express to appoint a management company responsible for managing the operations at Pilanesburg and Mafikeng airports.
- 15.2 The Department shall be liable for the payment of operational costs of the operations of the said management company.
- 15.3 The management company will be responsible for operational and other additional services as required and agreed with the Department and Airline.
- 15.4 SA Express shall enter into a Service Level Agreement with the management company, in terms of which the performance of the management company will be monitored and evaluated.
- 15.5 For the purposes of development and skills transfer, SA Express shall train the employees of the management company, to be able to perform the functions in terms of the Service Level Agreement referred to in 15.4 above.

16 RELATIONSHIP

The relationship between the Parties as established in terms of this Agreement is not a partnership and each of the Parties is liable for its own liabilities emanating from the provision of the Airline Service as herein contemplated.

17 WAIVERS AND INDEMNITY

17.1 The Parties hereby waive whatever claim they have or may in future have against each other, save for a claim which emanates from their obligation(s) in terms of this Agreement.

17.2 The Department hereby -

17.2.1 indemnifies and holds SA Express free from any and all claims that may be instituted against SA Express, including the legal costs thereof calculated on attorney-and-own-client-scale, by third parties and which claims emanate from the provisions of this Agreement, unless pursuant to the gross negligence or wilful conduct of SA Express or its employees, agents or any person for whose actions SA Express is liable.

17.2.3 Similarly, SA Express hereby, save for a claim in favour of the Department which emanates from the obligation(s) of SA Express in terms of this Agreement, indemnifies and holds the Department free from any and all claims that may be instituted against SA Express, including the legal costs thereof calculated on attorney-and-own-client-scale, by third parties and which claims emanate from the provisions of this Agreement, unless pursuant to the gross negligence or wilful conduct of the Department or its employees, agents or any person for whose actions the Department is liable.

18 CONFIDENTIALITY

18.1 For purposes of this clause 18, "Confidential Information" shall mean any confidential information provided by one Party to the other or otherwise acquired including but not limited to all information which relates to the Request for a Proposal for the Airline Service, SA Express's response thereto, the tender process, the negotiations between the Department and

SA Express which ensued, the contents of this Agreement or any correspondence or communications between the Parties, including the monthly returns to be submitted by SA Express in terms of the provisions of clause 7 of this Agreement and the agenda and minutes of the Operational Committee, irrespective of whether the Confidential Information emanates pursuant to discussions between the Parties, in writing or in electronic format.

18.2 The Parties shall -

- 18.2.1 use the Confidential Information only for purposes of protecting its interests emanating from this Agreement or for purposes of executing its obligations in terms hereof;
- 18.2.2 treat and safeguard the Confidential Information as private and confidential;
- 18.2.3 ensure proper and secure storage of the Confidential Information; and
- 18.2.4 not at any time, without the prior written consent of the other Party, disclose the Confidential Information to a third party.

19 FORCE MAJEURE

19.1 For purposes of this Agreement, "**Force Majeure**" means any of the following events or circumstances -

- 19.1.1 war, civil war, armed conflict or terrorism; or
- 19.1.2 nuclear contamination unless SA Express is the source or cause of the contamination; or
- 19.1.3 chemical or biological contamination from any of the events referred to in clause 19.1.1;

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19.1.4 extreme bad weather conditions, acts or omissions of ATNS and/or the Department, strikes or lock-outs which make take off, flight or landing of the aircraft to be employed in terms of clause 10.1, dangerous to either the passengers or the aircraft;

19.1.5 unavoidable mechanical failure of aircraft including but not limited to ingestion into an engine of birds or foreign objects; or

19.1.6 any delay due to factors beyond the control of SA Express;

which directly cause either Party to be unable to comply with all or a material part of its obligations under this Agreement.

19.2 Subject to the provisions of clause 19.3, the Party claiming relief shall be relieved from liability under this Agreement to the extent that by reason of the Force Majeure event it is not able to perform all or a material part of its obligations under this Agreement.

19.3 Where a Party is (or claims to be) affected by an event of Force Majeure -

19.3.1 it shall take all reasonable steps to mitigate the consequences of such an event upon the performance of its obligations under this Agreement and resume performance of its obligations affected by the event of Force Majeure as soon as practicable and use all reasonable endeavours to remedy its failure to perform; and

19.3.2 it shall not be relieved from liability under this Agreement to the extent that it is not able to perform, or has not in fact performed, its obligations under this Agreement due to its failure to comply with its obligations under clause 19.3.1.

19.4 The Party claiming relief shall serve written notice on the other Party within 3 (three) days of it becoming aware of the relevant event of Force Majeure.

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Such initial notice shall give sufficient details to identify the particular event claimed to be an event of Force Majeure.

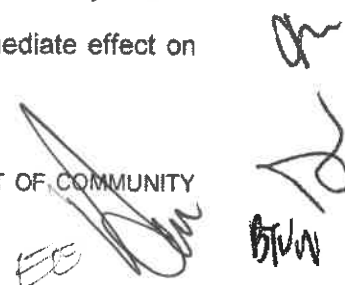
19.5 A subsequent written notice shall be served by the Party claiming the relief on the other Party within a further 7 (seven) days which shall contain such relevant information relating to the failure to perform (or delay in performing) as is available, including (without limitation) the effect of the event of Force Majeure on the ability of the Party to perform, the action taken in accordance with clause 19.3.1, the date of occurrence of the event of Force Majeure and an estimate of the period of time required to overcome it and/or its effect.

19.6 The Party claiming relief shall notify the other as soon as the consequences of the event of Force Majeure have ceased and when performance of its affected obligations can be resumed.

19.7 If, following the issue of a notice as contemplated in clause 19.5, the Party claiming relief receives or becomes aware of any further information relating to the event of Force Majeure (and/or any failure to perform), it shall submit such further information to the other Party as soon as reasonably possible.

19.8 The Parties shall meet within 21 (twenty one) days calculated from the date on which the event of Force Majeure occurred, to agree to amendments to the contents of this Agreement in the light of the occurrence of the event of Force Majeure.

19.9 Should the Parties have failed to meet as contemplated in clause 19.8, or to reach agreement as contemplated in clause 19.8, either Party may at any time thereafter, but not later than 14 (fourteen) days after the date of the meeting contemplated in clause 19.8, terminate this Agreement by written notice to the other Party which termination shall have immediate effect on



receipt thereof by the Party concerned.

20 BENEFIT

This Agreement shall be binding on the Parties, and shall be for the benefit of the Parties and the public at large.

21 ASSIGNMENT

Save as expressly permitted hereunder, a Party shall not, without the prior written approval of the other, assign, cede, delegate, transfer or otherwise dispose of any right or obligation under this Agreement to another person.

22 NOTICES AND DOMICILIA

22.1 The Parties select as their respective *domicilia citandi et executandi* the following physical addresses, and for the purposes of giving or sending any notice provided for or required under this Agreement or payment of any amount, or for any other purposes in terms of this Agreement, the said physical addresses as well as the following telefax numbers -

<u>Name</u>	<u>Physical Address</u>	<u>Telefax</u>
North West Province	Safety House 31-34 Molopo Road Mafikeng 2745 Pnamate@nwpg.gov.za	018-381 9171

Marked for the attention of: The Head of Department, Department of Transport

<u>Name</u>	<u>Physical Address</u>	<u>Telefax</u>
SA Express	2 nd Floor E Block Offices 1 Jones Road Airways Park	011 978 5578

Marked for the attention of: The General Manager: Commercial

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provided that a Party may change its *domicilium* or its address for the purposes of notices to any other physical address or telefax number by written notice to the other Party to that effect. Such change of address shall be effective 5 (five) business days after receipt of the notice of the change.

22.2 All notices to be given in terms of this Agreement shall be given in writing, in English, and shall -

22.2.1 be delivered by hand or sent by telefax;

22.2.2 if delivered by hand during business hours, be presumed to have been received on the date of delivery. Any notice delivered after business hours or on a day which is not a business day shall be presumed to have been received on the following business day; and

22.2.3 if sent by telefax during business hours, be presumed to have been received on the date of successful transmission of the telefax. Any telefax sent after business hours or on a day which is not a business day shall be presumed to have been received on the following business day.

22.3 Notwithstanding the above, any notice given in writing in English, and actually received by the Party to whom the notice is addressed, shall be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause 22.

22.4 The Parties record that whilst they may correspond via email during the currency of this Agreement for operational reasons, no formal notice required in terms of this Agreement, nor any amendment of or variation to this Agreement may be given or concluded via email.

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23 DISPUTE RESOLUTION

- 23.1 Any dispute which may arise between the Parties shall firstly be referred to the Operational Committee established in terms of the provisions of clause 14 of this Agreement for settlement and for purposes of the meeting of the Operational Committee to address such dispute, such meeting may be called by any of the Parties by giving not less than 7 (seven) days written notice to the other Party and to each of the members of the Operational Committee. For purposes of such meeting the provisions of clause 14 shall *mutatis mutandis* apply.
- 23.2 Should the Operational Committee be unable to resolve the dispute, same shall be referred to the Head of the Department, Department of Community Safety and Transport Management, and the Chief Executive Officer of SA Express, who shall use their best endeavours to settle such dispute.
- 23.3 Should the dispute not be capable of settlement as contemplated in clause 23.2, then such dispute shall be referred to arbitration as provided for in clause 24.

24 ARBITRATION

- 24.1 Any and all disputes which may arise between the Parties shall be referred to, and settled by Arbitration as intended in this clause 24.
- 24.2 Subject to the provisions of clause 23, should any dispute arise between the Parties in regard to or arising out of -
- 24.2.1 the interpretation of this Agreement;
- 24.2.2 the carrying into effect of this Agreement;
- 24.2.3 the Parties' respective rights and obligations in terms of this Agreement;

- 24.2.4 the rectification of this Agreement;
- 24.2.5 the termination of this Agreement;
- 24.2.6 any question as to whether a valid and binding agreement was concluded between the Parties or whether such agreement is of legal force or effect; or
- 24.2.7 any other matter whatsoever emanating from this Agreement;

that dispute shall be submitted to and finally settled by arbitration. In the event of either Party disputing that a valid or binding agreement has been concluded, or disputing that the Agreement is of full force and effect, the Parties nevertheless agree to submit such dispute to arbitration as provided herein and in that regard this clause 24 shall be deemed to be severable from the remainder of this Agreement.

- 24.3 Any Party to this Agreement may demand that a dispute be settled in terms of this clause 24 by giving written notice to the other Party.
- 24.4 This clause 24 does not prevent a Party from obtaining relief on an urgent basis from a court, pending the decision of the arbitrator.
- 24.5 The arbitration shall be held at Mahikeng, with only the Parties and their representatives present thereat.
- 24.6 The arbitration shall be held *mutatis mutandis* in accordance with the Rules promulgated in terms of the Supreme Court Act, No 59 of 1959 and the rules of practice of the North West High Court of South Africa; otherwise in terms of the Arbitration Act No. 42 of 1965, it being the intention that the arbitration shall be held and concluded as soon as possible.
- 24.7 The arbitrator shall, if the matter in dispute is principally -

- 24.7.1 a legal matter, be a practising counsel or a practising attorney of not less than 10 (ten) years standing;
- 24.7.2 an accounting matter, be a practising chartered accountant of not less than 10 (ten) years standing;
- 24.7.3 any other matter, be an independent person qualified to hear and adjudicate upon such matter;

and shall be agreed to between the Parties.

- 24.8 Should the Parties fail to agree whether the dispute is principally a legal, accounting or other matter within 7 (seven) days after arbitration has been demanded, the matter shall be considered to be a legal dispute.
- 24.9 Should the Parties fail to agree upon an arbitrator within 14 (fourteen) days after the arbitration has been demanded, then the arbitrator shall be appointed at the request of either of the Parties by the President for the time being of the Law Society of the Northern Provinces or its successor in title or the President of the North West Bar Council.
- 24.10 The Parties irrevocably agree and undertake with each other that any award that may be made by the arbitrator -
- 24.10.1 shall be final and binding upon them;
- 24.10.2 shall be carried into effect; and
- 24.10.3 may be made an order of Court of jurisdiction .

24.11 This clause 24 is severable from the rest of this Agreement and shall remain in effect even if this Agreement is terminated or cancelled for any reason.

24.12 The receipt by any party to this Agreement of a notice in terms of the

provisions of clause 24.3 shall constitute the service of a process for the purposes of interruption of prescription in terms of the provisions of Section 8 of the Prescription Act, Act 68 of 1969 or the corresponding provision in any amendment thereto or replacement legislation.

25 BREACH

Notwithstanding anything to the contrary contained in this Agreement, neither Party shall be entitled to cancel this Agreement in consequence of any breach by the other Party ("Guilty Party") unless such breach is -

- 25.1 a material breach; and
- 25.2 incapable of being remedied by payment of money or being rectified; or
- 25.3 capable of being remedied by the payment of money or being rectified, and -
 - 25.3.1 the Guilty Party fails to pay such money within 30 (thirty) days from written demand by the innocent Party; or
 - 25.3.2 the alleged breach or the amount claimed is contested, and the Guilty Party fails to pay such amount or to remedy such breach within 21 (twenty one) days calculated from the date on which same is finally adjudicated upon.

26 GENERAL

- 26.1 Subject to clause 26.2, this Agreement constitutes the whole of the agreement between the Parties relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on either of the Parties.

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- 26.2 Clause 26.1 shall not apply to any statement, representation or warranty made fraudulently, or to any provision of this Agreement which was induced by fraud, for which the remedies are available shall be all those available under the law governing this Agreement.
- 26.3 No addition to or variation, deletion, or agreed cancellation of all or any clauses or provisions of this Agreement shall be of any force or effect unless in writing and signed by the Parties.
- 26.4 No waiver of any of the terms and conditions of this Agreement shall be binding or effectual for any purpose unless in writing and signed by the Party giving the same. Any such waiver shall be effective only in the specific instance and for the purpose given. Failure or delay on the part of either Party in exercising any right, power or privilege hereunder shall not constitute or be deemed to be a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 26.5 All provisions and the various clauses of this Agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this Agreement which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as *pro non scripto* and the remaining provisions and clauses of this Agreement shall remain of full force and effect. The Parties declare that it is their intention that this Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.
- 26.6 Any consent or approval required to be given by either Party in terms of this

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Agreement shall, unless specifically otherwise stated, not be unreasonably withheld.

- 26.7 This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement as at the date of signature of the Party last signing one of the counterparts.

27 APPLICABLE LAW AND JURISDICTION

- 27.1 This Agreement shall in all respects be governed by and construed under the laws of the Republic of South Africa.

- 27.2 Subject to the provisions of clauses 23 and 24, the Parties hereby consent and submit to the non-exclusive jurisdiction of the North West High Court of the Republic of South Africa in any dispute arising from or in connection with this Agreement. The Parties agree that any costs awarded shall be recoverable on an attorney-and-own-client scale unless the Court specifically determines that such scale shall not apply, in which event the costs will be recoverable in accordance with the High Court tariff, determined on an attorney-and-client scale.

28 SUPPORT

- 28.1 The Parties undertake at all times to do all such things, perform all such actions and take all such steps (including in particular the exercise of the respective voting rights on the Operational Committee) and to procure the doing of all such things, the performance of all such actions and the taking of all such steps as may be open to them and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and/or import of this Agreement.

- 28.2 The Parties undertake at all times to exercise utmost good faith in their

dealings with each other.



29 COSTS

Each party shall bear and pay its own legal costs and expenses of and incidental to the negotiation, drafting, preparation and implementation of this agreement.

30 SIGNATURE

Signed on behalf of the Parties, each signatory hereto warranting that he/she has due authority to do so.

Signed for and on behalf of the DEPARTMENT OF COMMUNITY SAFETY AND TRANSPORT MANAGEMENT (NORTH WEST PROVINCE)			
Signature: 			
Signed at		Date	
Full name	MR. THABANG BAILEY MAHLAKOLENG		
Designation	HEAD OF DEPARTMENT		
	(Who warrants that he is duly authorized as Acting Head of Department or delegated by virtue of his position)		
As witnesses Signature on 1&2 and full Names below	1.	2.	
Signed at:		Date	

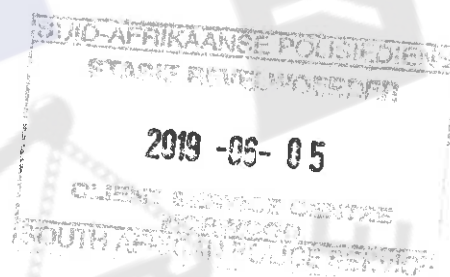


 BTW
 F.T.

Signed for and on behalf of SA EXPRESS LTD			
Signature: <i>Inati Ntshanga</i>			
Full Name	INATI NTSHANGA		
Designation	CEO		
Signed at:	AIRWAYS PARK	Date	
(Who warrants that he is duly authorized as the..... or delegated by virtue of his position)			
As Witnesses Signature on 1 & 2 and full Names below	1. <i>B.T. VAN WYK</i>	2.	
	<i>[Signature]</i>		
Signed at:	AIRWAYS PARK	Date:	

ANNEXE "A"

SUBSIDY STRUCTURE

North West Concession					
Pilanesberg	Y1 50%	Y2 40%	Y3 30%	Y4 30%	Y5 30%
Concession - Airline Subsidy	23 829 458	19 063 565	14 297 674	14 297 674	14 297 674
Concession - JNB-NTY Airline Subsidy	11 914 728	9 531 782	7 148 837	7 148 837	7 148 837
Concession - CPT-NTY Airline Subsidy	11 914 728	9 531 782	7 148 837	7 148 837	7 148 837
Mafikeng	Y1 100%	Y2 95%	Y3 85%	Y4 75%	Y5 65%
Concession - JNB-MBD Airline Subsidy	34 457 674	32 734 790	29 289 023	25 843 255	22 397 488
Total Subsidy	58 287 130	51 798 355	43 586 696	40 140 929	36 695 162
Management Company Subsidy	Y1	Y2	Y3	Y4	Y5
Route Marketing Subsidy - Pilanesberg	14 856 435	4 850 000	4 550 000	4 550 000	4 550 000
Route Marketing Subsidy - Mafikeng	14 856 435	4 850 000	4 550 000	4 550 000	4 550 000
Operations Costs - Pilanesberg	11 000 000	11 000 000	11 000 000	11 000 000	11 000 000
Operations Costs - Mafikeng	11 000 000	11 000 000	11 000 000	11 000 000	11 000 000
Total Subsidy	51 712 870	31 700 000	31 100 000	31 100 000	31 100 000
TOTAL SUBSIDY	110 000 000	83 498 355	74 686 696	71 240 929	67 795 162



ANNEXE "C"

FLIGHT SCHEDULE include for the airports

Johannesburg - Pilanesberg Schedule								
Equip	Flt Nbr	Dep	Arr	Cap	STD	STA	Block	Dow
CR2	SA1261	JNB	NTY	50	09:30	10:20	00:50	1-3-5--
Equip	Flt Nbr	Dep	Arr	Cap	STD	STA	Block	Dow
CR2	SA1264	NTY	JNB	50	10:55	11:45	00:50	--3----
CR2	SA1268	NTY	JNB	50	16:20	17:20	01:00	1---5--
Cape Town - Pilanesberg Schedule								
Equip	Flt Nbr	Dep	Arr	Cap	STD	STA	Block	Dow
CR2	SA1255	CPT	NTY	50	13:50	16:00	02:10	1---5--
Equip	Flt Nbr	Dep	Arr	Cap	STD	STA	Block	Dow
CR2	SA1254	NTY	CPT	50	11:00	13:20	02:20	1---5--
Johannesburg - Mahikeng Schedule								
Equip	Flt Nbr	Dep	Arr	Cap	STD	STA	Block	Dow
CR2	SA1121	JNB	MBD	50	05:50	06:40	00:50	1-3-5--
CR2	SA1127	JNB	MBD	50	17:55	18:45	00:50	1-3-5--
Equip	Flt Nbr	Dep	Arr	Cap	STD	STA	Block	Dow
CR2	SA1122	MBD	JNB	50	07:05	07:55	00:50	1-3-5--
CR2	SA1128	MBD	JNB	50	19:30	20:20	00:50	1-3-5--

Annexure “8.1”



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8P.1

STANDARD SERVICE LEVEL AGREEMENT

ANNEX B - LOCATIONS, AGREED SERVICES, FACILITIES AND CHARGES to the Standard Service Level Agreement

Between

SOUTH AFRICAN EXPRESS AIRWAYS SOC LIMITED

Registration Number: 1990/007412/30

(Hereinafter referred to as "the Carrier")

And

Halcyon (Pty) Ltd

T/A Pilanesburg Airport Management Company

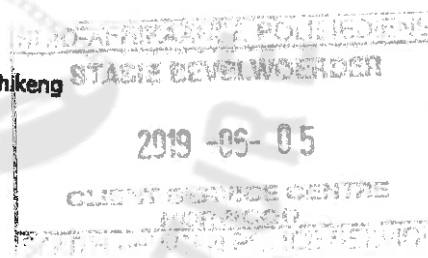
Registration Number: 2011/115752/07

(Hereinafter referred to as "the Handling Company")

This Annex : B1.0
for the location : North West Province Airport Operations – Mahikeng
is valid from : 15 April 2017 until 15 April 2020
and replaces : Nil

1 RECORDALS

- 1.1 SOUTH AFRICAN EXPRESS AIRWAYS SOC LIMITED** is a state owned company duly incorporated in terms of the company laws of the Republic of South Africa, having its principal place of business situated at 2nd Floor, E Block, Airways Park, Jones Road, Kempton Park, Republic of South Africa.



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1.2 Halcygen (Pty) Ltd T/A Pilanesburg Airport Management Company
is a private company duly incorporated in terms of the company laws of the
Republic of South Africa, having its principal place of business situated in
North West Province, Republic of South Africa.

2 PREAMBLE

This Annex is prepared in accordance with the simplified procedure whereby the Parties agree that the terms of the Main Agreement and Annex A of the SGHA of January 2013, as published by IATA shall apply as if such terms were repeated here in full, unless amended by the provisions of this Annex, in which case the provisions of this Annex shall prevail. Both parties confirm they are familiar with the aforementioned Main Agreement and Annex A.

The parties hereby record their agreement that the Handling Company will provide Ground Handling services to the Carrier at the location set out in the relevant Appendices attached hereto.

3 GENERAL

3.1 The Carrier and the Handling Company agree to give the highest importance to the compliance to all applicable laws and regulations governing their activities and expects its agents and contractors to do the same. Of particular concern are laws relating to anti-bribery, anti-trust and labour relations (including but not limited to the prohibition of child labour).

3.2 The Handling Company shall comply at all times with and shall ensure that its employees, subcontractors and agents comply with:

3.2.1 All laws and regulations applicable in its country of establishment and all other countries in which services are provided under this Agreement;

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3.2.2 Applicable IATA and/or ICAO and/or other governing rules, regulation and procedures;

3.2.3 All international treaties and regulations that apply in general to commerce and in particular to the operation of aircraft, transportation of passengers and air freight or mail.

3.3 The Carrier and the Handling Company shall ensure that their respective personnel assigned to the performance of this Agreement are aware of all relevant legislation applicable to commerce in general, aircraft operation, passenger transportation and air freight.

3.4 Further, the Carrier and the Handling Company shall ensure that all their respective employees assigned to the performance of this Agreement where applicable, are made aware of the essentials of rules and/or regulations governing competition, antitrust, bribery, kick-backs, secret commissions and payments to government officials in its country of residence, establishment as well as such regulations with extraterritorial applications.

4 PROVISION OF SERVICES

4.1 The services will be made available within the limits of possibilities of the Handling Company and in accordance with the applicable IATA and/or ICAO and/or other governing rules, regulations and procedures.

4.2 It is not considered necessary or possible to specify every detail of the services to be rendered in terms of this Agreement it being generally understood what such services are and the standards to be attained in their performance.

5. HANDLING COMPANY'S WARRANTIES

5.1. The Handling Company warrants the Carrier that -

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- 5.1.1 It will discharge their obligations under this Agreement with all due skill, care and diligence;
- 5.1.2 for the duration of this Agreement, it shall maintain the B-BBEE status it had upon its appointment by the Carrier to provide the Services;
- 5.1.3 It will be solely responsible for the payment of remuneration of the Personnel and associated benefits, if any, and for withholding and remitting income tax for its Personnel in conformance with any applicable laws and regulations;
- 5.1.4 It understands and accepts that within the Carrier operational environment, strict safety operational controls, measures, policies, rules, laws, processes and procedures apply. The Handling Company will ensure full compliance at all times and it will ensure that maximum care and attention is exercised for the safety of all concerned.

6 DOCUMENTS FOR GROUND HANDLING

Documents used for ground handling will be the Handling Company's own documents, where applicable, provided these documents comply with standardised formats that may apply under IATA and/or ICAO and/or other governing rules, regulations and procedures.

7 SCHEDULED FLIGHTS

- 7.1 The Handling Company agrees to provide, for the Carrier's Aircraft for flights operating on an agreed schedule at the agreed location.
- 7.2 The Carrier, in turn, agrees to inform the Handling Company as soon as possible about any changes of schedule and/or frequencies and/or types of aircraft. Such notification must be in writing and provided to the Handling Company not less than seven (7) days in advance, unless the changes relate

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to irregular operations, wherein the Carrier shall inform the Handling Company as soon as it becomes aware of the situation.

8 EXTRA FLIGHTS

The Handling Company will also provide the services to the Carrier's aircraft for flights, in addition to the agreed schedule, at the same locations, provided that 48 (forty-eight) hours prior notice is given and the provision of such additional services will not prejudice commitments already undertaken by the Handling Company.

9 PRIORITY

9.1 In case of multiple handling of the Carrier's flights, the Carrier shall inform the Handling Company in writing, which flights to prioritise, between scheduled, non-scheduled and irregular operating flights and shall exempt the Handling Company from any impact on service level obligations that may result directly from the Carrier's election in this regard.

9.2 Flights that operate by more than one hour (1HR) from their scheduled departure or arrival time will be considered "out of schedule" and handled as such.

10 EMERGENCY ASSISTANCE

10.1 It is the responsibility of the Handling Company to participate in local emergency response plan(s) in order to provide support to the Carrier in event of an emergency including but not limited to, forced landing, accidents or acts of violence. The Carrier will contact the Handling Company to establish the carrier's needs in an emergency and provide the Handling Company its current emergency procedures. In the absence of the Carrier's instructions, in part or whole, the Handling Company shall follow its own emergency response plan(s).

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10.2 In case of emergency, the Handling Company shall without delay activate its local emergency plan(s) which includes the immediate notification to the Carrier and establish open-line communications with the Carrier. The Handling Company shall take all reasonable measures to assist passengers, crew and family members and to safeguard and protect baggage, cargo and mail carried in the aircraft from loss or damage in co-operation with the relevant local authorities. All documentation and information pertaining to the emergency is the property of the Carrier and shall be held confidentially by the Handling Company, unless such documentation and information is specifically required by applicable law or by governmental or local authorities' regulations. The Carrier shall reimburse the Handling Company for expenses and disbursements incurred in rendering such assistance.

10.3 The Carrier shall reimburse the Handling Company at cost for any expenses incurred in rendering such assistance.

11 ADDITIONAL SERVICES

11.1 As far as reasonably possible, the Handling Company will, upon request, provide to the Carrier any additional services. Such services may be governed by special conditions and costs to be agreed between the Parties in writing, twenty four (24) hours before the event. Such services will consist of any request made by the Carrier not covered in the attached appendices.

12 PERSONNEL

12.1 The Handling Company shall recruit suitable personnel responsible for the provision of services, which shall consists of:

12.1.1 Three (3) Customer Service Agents (CSA); and

12.1.2 Three (3) General Workers.

12.1.3 Three (3) Cleaners/Gardeners

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12.2 The abovementioned personnel shall, with the assistance of the Carrier, receive ground handling training, to enable them to fully discharge their functions.

12.3 The Carrier shall provide the personnel with uniform, which will be issued once a year, in accordance with the Carrier's Uniform Policy.

13 OTHER LOCATIONS

In case of occasional flights of the Carrier's Aircraft to locations which are not designated in the present Agreement, where the Handling Company maintains a ground handling organisation, the Handling Company shall, on request, make every reasonable effort, subject to the means locally available, to furnish necessary services. The Handling Company shall charge the Carrier in accordance to the rates agreed to, in this Agreement.

14 FAIR PRACTICES

14.1 The Handling Company will take all practicable measures to ensure that sales information contained in the Carrier's flight documents is made available for the purposes of the Carrier only.

14.2 Neither Party to this Agreement shall disclose any information contained in this Agreement, and Annexure to third parties without the prior written consent of the other Party, unless such information is specifically required by law or by governmental or other applicable authorities' regulations, in which case the other Party will be notified accordingly.

15 SUB-CONTRACTING OF SERVICES

15.1 The Handling Company is entitled to delegate any of the agreed services to subcontractors subject to the Carrier's consent, which consent shall not be unreasonably withheld. It is understood that, in this case, the Handling Company shall nevertheless be responsible to the Carrier for the proper

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rendering of such services as if they had been performed by the Handling Company itself.

15.2 The Carrier shall not appoint any other company or organisation to provide the services which the Handling Company has agreed to provide by virtue of this Agreement, save where the Carrier has persistently complained about and documented in writing poor service delivery and such complaints were not heeded by the Handling Company within the required timeframes where such are detailed in the Service Level to be attached hereto.

15.3 The Handling Company shall under no circumstances charge the Carrier a mark-up fee for charges by the sub-contractor(s) to the Handling Company. The Carrier shall be liable only for the contracted costs with the Handling Company.

16 CARRIER'S REPRESENTATION

16.1 The Carrier reserves the right to assign a representative to oversee the provision of the services contemplated in this Agreement, at its own cost. Such representative(s) and representative(s) of the Carrier's head office may inspect the services furnished to the Carrier by the Handling Company pursuant to this Agreement, advise and assist the Handling Company and render to the Carrier's clients such assistance as shall not unreasonably interfere with the furnishing of services by the Handling Company.

16.2 The Carrier may, by prior written notice to the Handling Company and at its own cost, engage an organisation (hereinafter referred to as 'the Supervisor') to supervise the services of the Handling Company. Such notice shall contain a description of the services to be supervised. The Supervisor shall have the same authority as the Carrier's representative(s) defined above.

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16.3 Such assistance, when performed by the Carrier's representative(s) and/or Supervisor(s) will be the sole responsibility of the Carrier, unless requested by the Handling Company.

17 STANDARD OF WORK

- 17.1 The Handling Company shall carry out all services covered in this Agreement in accordance with the Carrier's written instructions and procedures, receipt of which must be confirmed in writing to the Carrier by the Handling Company.
- 17.2 In the case of absence of instructions by the Carrier, the Handling Company shall follow its own standard practices and procedures provided they comply with the applicable IATA and/or ICAO and/or other governing rules, regulations and procedures.
- 17.3 The Handling Company agrees to take all possible steps to ensure that, with regard to contracted services, the Carrier's Aircraft, crews, passengers and load receive preferential treatment over any other Carriers which the Handling Company might provide services to at the same location.
- 17.4 The Handling Company agrees to ensure that authorisations of specialised personnel performing services for the Carrier are kept up-to-date. If at any time the Handling Company is unable to provide authorised personnel as requested by the Carrier, the Handling Company shall inform the Carrier immediately.
- 17.5 The Handling Company shall ensure that the all technical equipment supplied for performing services for the Carrier is in good working condition at all times. Should the Handling Company be unable to provide the technical equipment as requested by the Carrier, the Handling Company shall inform the Carrier immediately.
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17.6 The Handling Company agrees to ensure that personnel performing services for the Carrier are provided with the necessary safety equipment i.e. goggles, earplugs, safety shoes, suitable clothing, rags, buckets, mops, etc.

17.7 The Carrier shall supply the Handling Company with sufficient information and instructions to enable the Handling Company to perform its handling properly.

17.8 In the provision of the services as a whole, due regard shall be paid to safety, security, local and international regulations, applicable IATA and/or ICAO and/or other governing rules, regulations and procedures in such a manner that delays and damage to the Carrier's Aircraft and load are avoided and the general public is given the best impression of air transport.

17.9 The Handling Company must report to the Carrier's representative immediately all loss of or damage, threatened or actual, to aircraft and loads noticed in the course of the handling or which in any other way comes to the knowledge of the Handling Company.

17.10 The Parties shall reach mutual agreement on the quality standards for any services, not excluding those covered by Sub-Article 15.1 above. Such quality standards for a specific location may form part of the applicable Annex B. The Handling Company agrees to take all reasonably possible steps to ensure that, with regard to contracted services, the agreed upon quality standards will be met.

17.11 The Carrier may at its own cost, by prior written notice, audit the designated services in the applicable Annexure. Such notice shall contain a description of the area(s) to be audited. The Handling Company shall cooperate with the Carrier and will undertake any corrective action(s) required.

17.12 In provision of the Services, the Parties agree to comply with any applicable data protection laws.

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17.13 The Handling Company shall be able to demonstrate a Safety Management System in use following IATA AHM610 and/or ICAO, local and international regulations, or other governing rules.

17.14 The Handling Company shall promote awareness and strive to achieve best practices in Environmental and Social Responsibility.

18. PERFORMANCE MEASUREMENT

18.1 Performance shall be measured by way of specific measurements, Carrier feedback and random sampling.

18.2 The Parties shall conduct annual reviews, to assess the performance of the Service Provider and renewal of the Agreement shall be subject to the outcome of such performance review(s).

19. PENALTIES

In the event of the Carrier experiencing delays which are wholly and solely attributable to the Handling Company, the Carrier shall be entitled to compensation in the form penalties set out in Table 1 below on the following conditions:

19.1 Penalties shall not apply when the aircraft is operating 25 or more minutes off Schedule.

19.2 Penalties shall apply when the delay is wholly and solely attributable to the Handling Company.

19.3 The Carrier shall give written notice to the Handling Company of its intention to exercise its rights in terms of this clause 19 within 48 hours of the incident and shall indicate the applicable penalty. The Handling Company shall raise a credit note on receipt and agreement to the said notice.

19.4 The delay penalties shall be set off from the Handling Company's monthly payment.

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19.5 Penalties (as per the table below) to be applied per incident.

Table 1

Delay (Minutes)	Applicable Penalties
11-20	20% of handling fee
21-30	30% of handling fee
31-40	40% of handling fee
41>	100% of handling fee

20 REMUNERATION

20.1 In consideration of the management Company providing the services, the North West Provincial Government agrees to pay to the Management Company the charges set out in the relevant Annex B hereto, including any additional expenditure incurred for providing the services referred to in this Agreement.

21 ACCOUNTING AND SETTLEMENT

21.1 The Handling Company shall invoice the Carrier monthly with the charges arising from the provision of the handling services listed in the relevant Annexure at the rates of charges set out therein or provided by the Handling Company to the Carrier in terms of this Agreement.

21.2 When invoicing the Carrier for services rendered in terms of this Agreement the Handling Company shall furnish the Carrier, where applicable, with supporting documentation duly signed by the Carrier's representative.

21.3 The Handling Company shall submit an invoice to the Carrier monthly and the Carrier shall make payment within thirty (30) days from date of receipt of invoice.

21.4 If the Carrier disagrees with any item(s) in the invoice submitted by the Handling Company, it may withhold payment only on that item(s) and shall

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effect payment on the remainder of the invoice, pending resolution of the disputed item. The Carrier shall communicate to the Handling Company its reason for withholding payment on an invoice item(s). The deadline for payment for any disputed item(s) will be deemed extended until fifteen (15) days after the resolution of such dispute. Both parties shall use best endeavours and utmost good faith to resolve such within thirty (30) days from date of short payment failing which the Handling Company may invoke the settlement of disputes process (Article 32 hereof).

22 LIABILITY AND INDEMNITY

22.1 All references in this clause referring to:

22.1.1 "the Carrier" or "the Handling Company" shall include their directors, employees, servants, agents and subcontractors;

22.1.2 "ground support equipment" shall mean all equipment used in the performance of ground handling services included in the relevant Annex hereto, whether fixed or mobile, and

22.1.3 "act or omission" shall exclude gross negligence and/or willful misconduct.

22.2 Save where provided otherwise, the Carrier shall not make any claim against the Handling Company and shall indemnify it (subject as hereinafter provided) against any legal liability for claims or suits, including costs and expenses incidental thereto, in respect of:

22.2.1 delay, injury or death of persons carried or to be carried by the Carrier;

22.2.2 injury or death of any employee of the Carrier;

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22.2.3 damage to or delay or loss of baggage, cargo or mail carried or to be carried by the Carrier, and

22.2.4 damage to or loss of property owned or operated by, or on behalf of, the Carrier and any consequential loss or damage;

arising from an act or omission of the Handling Company in the performance of this Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with the knowledge that damage, death, delay, injury or loss would probably result.

- **PROVIDED THAT** all claims or suits arising hereunder shall be dealt with by the Carrier; and
- **PROVIDED ALSO THAT** the Handling Company shall notify the Carrier of any claims or suits without undue delay and shall furnish such assistance as the Carrier may reasonably require.

22.3 The Carrier shall not make any claim against the Handling Company in respect of damage, death, delay, injury or loss to third parties caused by the operation of the Carrier's aircraft arising from an act or omission of the Handling Company in the performance of this Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with knowledge that damage, death, delay, injury or loss would probably result.

22.4 Notwithstanding the provisions of sub-clause 22.1, in the case of claims arising out of surface transportation which is provided on behalf of the Carrier and is part of the operation of loading/embarking or unloading/disembarking and/or is covered by the Carrier's Contract of Carriage the indemnity shall not exceed the limits specified in the said Contract of Carriage.

22.5 In the case of claims arising out of surface transportation which is not provided on behalf of the Carrier and/or is not part of the operation of loading/embarking or unloading/disembarking and/or is not covered by the

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Carrier's Contract of Carriage the waiver and indemnity herein contained shall not apply.

22.6 The Handling Company shall not make any claim against the Carrier and shall indemnify it (subject as hereinafter provided) against any legal liability for claims or suits, including costs and expenses incidental thereto, in respect of:

22.6.1 injury to or death of any employees of the Handling Company, its servants, agents or subcontractors; and

22.6.2 damage to or loss of property owned or operated by, or on behalf of, the Handling Company and any consequential loss or damage;

arising from an act or omission of the Carrier in the performance of this Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with knowledge that damage, death, delay, injury or loss would probably result.

22.7 Notwithstanding the provisions of clause 22.2.4 above, the Handling Company shall indemnify the Carrier against any physical loss of or damage to the Carrier's Aircraft caused by the Handling Company's negligent act or omission:

> **PROVIDED ALWAYS THAT** the Handling Company's liability shall be limited to any such loss of or damage to the Carrier's Aircraft in an amount not exceeding the level of deductible under the Carrier's Hull All Risk Policy which shall not, in any event, exceed USD 1,500,000.

22.8 For the avoidance of doubt, save as expressly stated, sub-clause 22.7 does not affect or prejudice the generality of the provisions of Sub-Article 22.2 including the principle that the Carrier shall not make any claim against the Handling Company and shall indemnify it against any liability in respect of any and all consequential loss or damage, save where same is a result of the Handling Company's gross negligence and/or wilful conduct.

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22.9 Furthermore, notwithstanding sub-clause 22.2.3, the Handling Company shall indemnify the Carrier against direct loss of or damage to the Carrier's cargo (excluding Mail) caused by the negligent act or omission by or on behalf of the Handling Company in the provision of the services and/or the supply of goods under this Agreement provided always that the Handling Company's liability shall be limited to as set out in article 22.3 of the Montreal Convention 1999 or any amendment to that Convention in force at the time of the loss or damage or to the actual compensation paid out by the Carrier, whichever is less. In any event, the total amount of a claim in terms of sub-clause 22.9 shall not exceed USD 1,000,000.

22.10 Any claim shall be submitted within the time limits set out in article 31.2 of the Montreal Convention 1999. For the avoidance of doubt, the liability of the Handling Company shall never exceed the liability of the Carrier.

23 CHARGES

23.1 The charges for the services shall be as set out in the Appendices and are based on the Carrier's existing schedule. Charges for other services not covered in the applicable Annexure will be agreed upon on an ad hoc basis.

23.2 All charges set out in this Agreement shall be adjusted annually based on the applicable South African Consumer Price Index (CPI) rate, as per www.statssa.gov.za, comprised of the average of the previous twelve (12) months CPI rate. The adjustment shall be effective on the annual anniversary date of this Agreement.

24 DURATION

24.1 Notwithstanding the date of signature, this Agreement shall commence on 15 April 2017 and shall remain in operation for five (3) years subject to the continued existence of the agreement between the Carrier and the North West Province, which if terminated, will result in the immediate termination

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of this agreement or unless terminated in accordance with the provisions of this Agreement or otherwise in accordance with the law.

24.2 This Agreement may be extended by written agreement of both Parties.

25 TERMINATION

25.1 The Carrier & the North West Provincial Government may terminate the agreement should the Handling Company not perform services to the agreed standards specified in the Service Level Agreement. The Handling Company will be granted 30 (thirty) days from date of written notification of the service level deviation to rectify it. Should the service level not be adequately improved within this period the Carrier may terminate the Agreement by giving one (1) calendar month written notice to that effect.

25.2 Termination by the Handling Company of all or any part of the services to be furnished requires 60 (sixty) days prior notice to the Carrier. In the event of part termination of services, consideration shall be given to an adjustment of charges.

26 APPLICABLE LAW

This Agreement shall be governed and construed in accordance with the laws of the Republic of South Africa.

27 ENTIRE AGREEMENT

This Agreement shall supersede any previous arrangements between the Parties governing the provision of services at locations referred in the relevant Appendices hereto. This Agreement contains all the express provisions agreed on by the parties with regard to the subject matter of the Agreement and the parties waive the right to rely on any alleged express provision not contained in this Agreement.

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28 NO REPRESENTATIONS

Neither party may rely on any representation, which allegedly induced that party to enter into this Agreement, unless the representation is recorded in this Agreement.

29 VARIATION, CANCELLATION AND WAIVER

No contract varying, adding to, deleting from or cancelling this Agreement, and no waiver of any right under this Agreement, shall be effective unless reduced to writing and signed by or on behalf of both parties.

30 INDULGENCES

30.1 If either party at any time breaches any of that party's obligations under this Agreement, the other party ("the aggrieved party") may at any time after that breach, exercise any right that became exercisable directly or indirectly as a result of the breach, unless the aggrieved party has expressly elected in writing or by clear and unambiguous conduct, amounting to more than mere delay, not to exercise the right; and shall not be stopped (i.e. precluded) from exercising its rights arising out of that breach, despite the fact that the aggrieved party may have elected or agreed on one or more previous occasions not to exercise the rights arising out of any similar breach or breaches.

30.2 If the aggrieved party is willing to relinquish that right, the aggrieved party will on request do so in writing.

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31 CESSION

Neither party may cede that party's rights or delegate that party's obligations without the prior written consent of the other party, which consent shall not be unreasonably withheld.

32 SETTLEMENT OF DISPUTES

32.1 It is recorded that a good relationship between the Parties is essential for the optimal achievement of the objectives of the Agreement and therefore the Parties agree and commit themselves to use best endeavours at all times to achieve speedy resolution of any matter or dispute arising in regard to implementation of this Agreement through engagement with each other.

32.2 Should any difference or dispute at any time arise between the Parties, the duly authorised Senior Officials of each Party shall meet within fourteen (14) days, or such period as the Parties may agree, from the date on which the dispute arose to resolve the dispute amicably.

32.3 Should the dispute not be resolved at such meeting, or extended meeting as the Parties may agree to in writing, then either of the Parties shall be entitled to refer the dispute to the Arbitration Foundation of Southern Africa (AFSA) to be determined by arbitration in terms of Arbitration Act 42 of 1965 as amended, such arbitration shall be held in Johannesburg.

32.3 The above provision shall however not preclude either Party approaching the High Court for urgent interim relief.

33 SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law but if any provision of this Agreement shall be unenforceable or invalid under the applicable law, such

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Invalidity or unenforceability shall not affect the other provisions of this Agreement, all of which shall remain in full force and effect.

34 CONFIDENTIALITY

Neither party shall under any circumstances divulge any information acquired as a result of this Agreement to a third party without the prior written consent of the other party to this Agreement. This provision will survive the expiry or early termination of this Agreement.

35 DOMICILIA CITANDI ET EXECUTANDI

The parties choose as their domicilium citandi et executandi for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses:

SOUTH AFRICAN EXPRESS AIRWAYS:

Physical Address:

2nd Floor, Block E Offices

Airways Park, 1 Jones Road

OR Tambo International Airport

Postal Address: P. O. Box 101

O.R. Tambo International Airport

1627

Pilanesburg Airport Management Company

Physical Address: 21 Main Street, Noordhoek Building

Mahikeng

North West Province

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Postal Address:

36 FORCE MAJEURE

36.1 Notwithstanding any contrary provisions of this Agreement, no failure or omission by either party to carry out or observe any of the terms and conditions of this Agreement shall give rise to any claim by the other of them or any other party, or be deemed to be a breach of this Agreement, if same is caused by or arises as a result of force majeure, act of God, vis major or any act or direction of or limitation imposed by any governmental or statutory body, or war, strikes, civil commotion, riots, labour unrest, consumer boycotts, or any cause reasonably beyond the control of the party thus prevented from performing its obligations, provided, however, such party:

36.1.1 engages all its reasonable efforts to the extent reasonably possible to avoid and/or remedy such situation;

36.1.2 gives the other of them written notice of such situation as soon as possible after it becomes aware of the fact that such situation may arise or has arisen.

36.2 In the event of any cause reasonably beyond the control of the Carrier or Handling Company arising and preventing them or any one of them from carrying out their obligations in terms of this Agreement, such performance of obligations shall be suspended during such period of inability by either of them to perform its obligations under this Agreement, provided, however, that nothing herein contained shall extinguish, delay, or suspend the obligations of such party to liquidate all its outstanding liabilities under this Agreement which accrued or became due before the period of suspension, or which it is not prevented from discharging by the circumstances giving rise to the suspension. For the avoidance of doubt, lack of funds shall not constitute force majeure.

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36.3 During any suspension contemplated in 36.2, the party affected by such suspension shall be entitled to obtain the services and/or facilities of which it is deprived as a result of such suspension from any other person.

37 DEFAULT AND TERMINATION

37.1 An event of default shall occur if:

37.1.1 Any party fails to pay any undisputed amount that is due to another party in terms of this Agreement, and does not remedy such failure within 14 (fourteen) working days of receipt of written notice from such other party calling upon it to do so; or

37.1.2 Any party defaults in the performance of any other material provision of this Agreement, and such default continues for a period of 14 (fourteen) days (or such longer period as may reasonably be required to remedy such default) after receipt of notice from any other party calling upon it to remedy such default; or

37.1.3 Any party makes any general assignment for the benefit of its creditors or compromises with its creditors generally; or

37.1.4 Any party is placed under provisional or final liquidation or provisional or final judicial management; or

37.1.5 The license of either party to conduct its business is suspended or revoked.

37.2 Upon the happening of an event of default, the non-defaulting party may by written notice to the defaulting party either demand specific performance from the party in default, or cancel this Agreement, without prejudice to the non-defaulting party's right to claim damages from the party in default.

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38 LEGAL COSTS

Each party shall bear that party's own legal costs of and incidental to the negotiation, preparation, settling, signing and implementation of this Agreement.

SIGNED at PRETORIA on this 28 day of March 2017 in the presence of the undersigned witness.

AS WITNESS:

WITNESS 1. _____

Qualithon

(WARRANTING HIS AUTHORITY TO SIGN)

For: **SOUTH AFRICAN EXPRESS
AIRWAYS SOC LIMITED**

WITNESS 2. _____

Name: Inadi Ntshanga

Designation: Chief Executive Officer

SIGNED at MAHLKENG on this 29 day of MARCH 2017 in the presence of the undersigned witness.

AS WITNESS:

WITNESS 1. _____

Dube

(WARRANTING HIS/HER AUTHORITY TO SIGN)

For: **Halcyon (Pty) Ltd T/A
Pitaneburg Airport Management
Company**

WITNESS 2. _____

Name: NOTHANDO DUBE

Designation: Director

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ANNEXURE 2 OF ANNEX B

**GROUND HANDLING & FACILITIES MANAGEMENT SERVICE LEVEL
AGREEMENT**

between

Halcyon (Pty) Ltd**T/A Pilanesburg Airport Management Company**

Registration Number: 2011/115752/07

(hereinafter referred to as "the Handling Company")

and

SOUTH AFRICAN EXPRESS AIRWAYS (SOC) LTD

Registration Number: 1990/007412/30

(hereinafter referred to as "the Carrier")

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knowledge to perform their duties, execute the prescribed procedures and remain current.

9. OBSERVATION OF SAFETY

- 9.1 At all times the service delivery standards shall not compromise established international safety procedures.

10. PERFORMANCE MEASUREMENT

- 10.1 Performance will be measured by way of specific measurements, Carrier feedback and random sampling

HEADING	SERVICE	S/R*	TARGET
GENERAL	Liaise with local Authorities	S	100%
	Indicating that Handling Company is acting as Handling Agent for the Carrier	S	Clear Markings
	Inform Interested parties concerning movements of Carrier's aircraft in accordance with the posting on FID boards etc	S	No delays Always Available
	On-time performance relating to activities controlled by the Service Provider. The said activities are identified by the delay codes set out (AHM 011)	S	99% Not more than 1% of the Carrier's delays will be attributed to the Handling Company
Passenger Handling		R	100%

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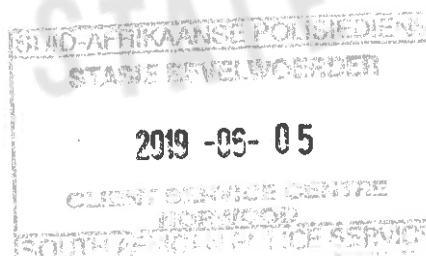
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	Provide assistance to disabled and other passengers requiring assistance. Dealings with passengers will always be courteous, friendly and helpful. The requested service should be provided in less than 5 minutes of receipt of the request.		
Baggage Handling	Communication of Offloading of no-show passengers' baggage at least fifteen (15) minutes (Domestic) and twenty (20) minutes (Regional) prior to STD.	S	100%
Incident Reporting	Immediately upon occurrence.	S	100%

HEADING	SERVICE	S/R*	TARGET
IROPS Management	Manage Irregular operations at all stations	S	100%
Operations Management	<ul style="list-style-type: none"> - Airport Facilities Management - Airport Operations Management - Operations Staffing - Route Marketing - Strategic Partnerships 	S	100%
Adhoc Services	<ul style="list-style-type: none"> - Adhoc additional Services for 3rd party (NWPG) • Security Service • Fuel Contracting/ Management 	R	100%

PAID



ND IN

Annexure “8.2”



STANDARD GROUND HANDLING AND
SERVICE LEVEL AGREEMENT
SIMPLIFIED PROCEDURE

Between

SOUTH AFRICAN EXPRESS AIRWAYS SOC LIMITED

Registration Number: 1990/007412/30

(Hereinafter referred to as "the Carrier")

And

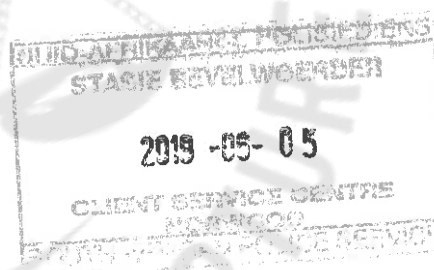
MAHIKENG AIRPORT MANAGEMENT COMPANY

Registration Number: 2016/384350/07

(Hereinafter referred to as "the Handling Company")

This Agreement for the location : North West Province Airport Operations -- Mahikeng

is valid from : 01 April 2017 until 31 March 2020



1 RECORDALS

1.1 **SOUTH AFRICAN EXPRESS AIRWAYS SOC LIMITED** is a state owned company duly incorporated in terms of the company laws of the Republic of South Africa, having its principal place of business situated at 2nd Floor, E Block, Airways Park, Jones Road, Kempton Park, Republic of South Africa.

1.2 **Mahleng Airport Management Company** is a private company duly incorporated in terms of the company laws of the Republic of South Africa, having its principal place of business situated in North West Province, Republic of South Africa.

2 PREAMBLE

This Agreement is prepared in accordance with the simplified procedure whereby the Parties agree that the terms of the Main Agreement and Annex A of the SGHA of January 2013, as published by IATA shall apply as if such terms were repeated here in full, unless amended by the provisions of this Agreement, in which case the provisions of this Annex shall prevail. Both parties confirm they are familiar with the aforementioned Main Agreement and Annex A.

The parties hereby record their agreement that the Handling Company will provide Ground Handling and Passenger Handling Management services to the Carrier at the location set out in the relevant appendices attached hereto. This agreement is managed by the Management Framework attached hereto as Annex 1.

3 GENERAL

3.1 The Carrier and Handling Company agree to give the highest importance to the compliance to applicable laws and regulations governing their activities and expects its agent contractors to do the same. Of particular concern are laws relating to anti-trust and labour relations (including but not limited to the prohibition of labour).

3.2 The Handling Company shall comply at all times with and shall ensure that its employees, subors and agents comply with:

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3.2.1 All laws and regulations applicable in its country of establishment and all other countries in which services are provided under this Agreement;

3.2.2 Applicable IATA and/or ICAO and/or other governing rules, regulation and procedures;

3.2.3 All international treaties and regulations that apply in general to commerce and in particular to the operation of aircraft, transportation of passengers and air freight or mail.

3.3 The Carrier and the Handling Company shall ensure that their respective personnel assigned to the performance of this Agreement are aware of all relevant legislation applicable to commerce in general, aircraft operation, passenger transportation and air freight.

3.4 Further, the Carrier and the Handling Company shall ensure that all their respective employees assigned to the performance of this Agreement where applicable, are made aware of the essentials of rules and/or regulations governing competition, antitrust, bribery, kick-backs, secret commissions and payments to government officials in its country of residence, establishment as well as such regulations with extraterritorial applications.

4 PROVISION OF SERVICES

4.1 The services will be made available within the limits of possibilities of the Handling Company and in accordance with the applicable IATA and/or ICAO and/or other governing rules, regulations and procedures.

4.2 It is not considered necessary or possible to specify every detail of the services to be rendered in terms of this Agreement it being generally understood what such services are and the standards to be attained in their performance.

5. HANDLING COMPANY'S WARRANTIES

5.1. The Handling Company warrants the Carrier that –

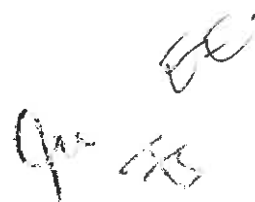
- 5.1.1 it will discharge their obligations under this Agreement with all due skill, care and diligence;
- 5.1.2 for the duration of this Agreement, it shall maintain the B-BBEE status it had upon its appointment by the Carrier to provide the Services;
- 5.1.3 it will be solely responsible for the payment of remuneration of the Personnel and associated benefits, if any, and for withholding and remitting income tax for its Personnel in conformance with any applicable laws and regulations;
- 5.1.4 It understands and accepts that within the Carrier operational environment, strict safety operational controls, measures, policies, rules, laws, processes and procedures apply. The Handling Company will ensure full compliance at all times and It will ensure that maximum care and attention is exercised for the safety of all concerned.

6 DOCUMENTS FOR GROUND HANDLING

Documents used for ground handling will be the Handling Company's own documents, where applicable, provided these documents comply with standardised formats that may apply under IATA and/or ICAO and/or other governing rules, regulations and procedures.

7 SCHEDULED FLIGHTS

- 7.1 The Handling Company agrees to provide, for the Carrier's Aircraft for flights operating on an agreed schedule at the agreed location.
- 7.2 The Carrier, in turn, agrees to inform the Handling Company as soon as possible about any changes of schedule and/or frequencies and/or types of aircraft. Such notification must be in writing and provided to the Handling Company not less than seven (7) days in advance, unless the changes relate to irregular operations, wherein the Carrier shall inform the Handling Company as soon as it becomes aware of the situation.



8 EXTRA FLIGHTS

The Handling Company will also provide the services to the Carrier's aircraft for flights, in addition to the agreed schedule, at the same locations, provided that 48 (forty-eight) hours prior notice is given and the provision of such additional services will not prejudice commitments already undertaken by the Handling Company.

9 PRIORITY

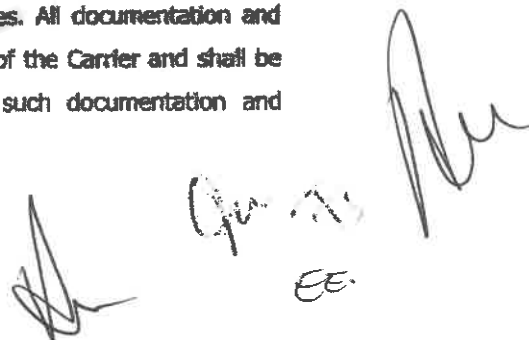
9.1 In case of multiple handling of the Carrier's flights, the Carrier shall inform the Handling Company in writing, which flights to prioritise, between scheduled, non-scheduled and irregular operating flights and shall exempt the Handling Company from any impact on service level obligations that may result directly from the Carrier's election in this regard.

9.2 Flights that operate by more than one hour (1hr) from their scheduled departure or arrival time will be considered "out of schedule" and handled as such.

10 EMERGENCY ASSISTANCE

10.1 It is the responsibility of the Handling Company to participate in local emergency response plan(s) in order to provide support to the Carrier in event of an emergency including but not limited to, forced landing, accidents or acts of violence. The Carrier will contact the Handling Company to establish the carrier's needs in an emergency and provide the Handling Company its current emergency procedures. In the absence of the Carrier's instructions, in part or whole, the Handling Company shall follow its own emergency response plan(s).

10.2 In case of emergency, the Handling Company shall without delay activate its local emergency plan(s) which includes the immediate notification to the Carrier and establish open-line communications with the Carrier. The Handling Company shall take all reasonable measures to assist passengers, crew and family members and to safeguard and protect baggage, cargo and mail carried in the aircraft from loss or damage in co-operation with the relevant local authorities. All documentation and information pertaining to the emergency is the property of the Carrier and shall be held confidentially by the Handling Company, unless such documentation and



information is specifically required by applicable law or by governmental or local authorities' regulations. The Carrier shall reimburse the Handling Company for expenses and disbursements incurred in rendering such assistance.

10.3 The Carrier shall reimburse the Handling Company at cost for any expenses incurred in rendering such assistance.

11 ADDITIONAL SERVICES

11.1 As far as reasonably possible, the Handling Company will, upon request, provide to the Carrier any additional services. Such services may be governed by special conditions and costs to be agreed between the Parties in writing, twenty four (24) hours before the event. Such services will consist of any request made by the Carrier not covered in the attached appendices.

12 PERSONNEL

12.1 The Handling Company shall recruit suitable personnel responsible for the provision of services, which shall consists of:

12.1.1 Customer Service Agents (CSA); and

12.1.2 General Workers.

12.2 The above mentioned personnel shall, with the assistance of the Carrier, receive ground handling training, to enable them to fully discharge their functions.

12.3 The Handling Company shall provide the personnel with uniform, which will be issued once a year, in accordance with the Carrier's Uniform Policy.

13 OTHER LOCATIONS

In case of occasional flights of the Carrier's Aircraft to locations which are not designated in the present Agreement, where the Handling Company maintains a ground handling organisation, the Handling Company shall, on request, make every reasonable effort, subject to the means locally available, to furnish necessary services. The Handling Company shall charge the Carrier in accordance to the rates agreed to, in this Agreement.

14 FAIR PRACTICES

14.1 The Handling Company will take all practicable measures to ensure that sales information contained in the Carrier's flight documents is made available for the purposes of the Carrier only.

14.2 Neither Party to this Agreement shall disclose any information contained in this Agreement, and Annexure to third parties without the prior written consent of the other Party, unless such information is specifically required by law or by governmental or other applicable authorities' regulations, in which case the other Party will be notified accordingly.

15 SUB-CONTRACTING OF SERVICES

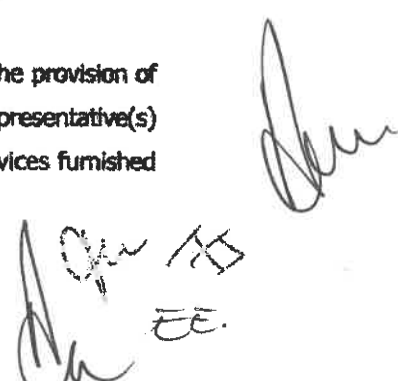
15.1 The Handling Company is entitled to delegate any of the agreed services to subcontractors subject to the Carrier's consent, which consent shall not be unreasonably withheld. It is understood that, in this case, the Handling Company shall nevertheless be responsible to the Carrier for the proper rendering of such services as if they had been performed by the Handling Company itself.

15.2 The Carrier shall not appoint any other company or organisation to provide the services which the Handling Company has agreed to provide by virtue of this Agreement, save where the Carrier has persistently complained about and documented in writing poor service delivery and such complaints were not heeded by the Handling Company within the required timeframes where such are detailed in the Service Level to be attached hereto.

15.3 The Handling Company shall under no circumstances charge the Carrier a mark-up fee for charges by the sub-contractor(s) to the Handling Company. The Carrier shall be liable only for the contracted costs with the Handling Company.

16 CARRIER'S REPRESENTATION

16.1 The Carrier reserves the right to assign a representative to oversee the provision of the services contemplated in this Agreement, at its own cost. Such representative(s) and representative(s) of the Carrier's head office may inspect the services furnished

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to the Carrier by the Handling Company pursuant to this Agreement, advise and assist the Handling Company and render to the Carrier's clients such assistance as shall not unreasonably interfere with the furnishing of services by the Handling Company.

16.2 The Carrier may, by prior written notice to the Handling Company and at its own cost, engage an organisation (hereinafter referred to as 'the Supervisor') to supervise the services of the Handling Company. Such notice shall contain a description of the services to be supervised. The Supervisor shall have the same authority as the Carrier's representative(s) defined above.

16.3 Such assistance, when performed by the Carrier's representative(s) and/or Supervisor(s) will be the sole responsibility of the Carrier, unless requested by the Handling Company.

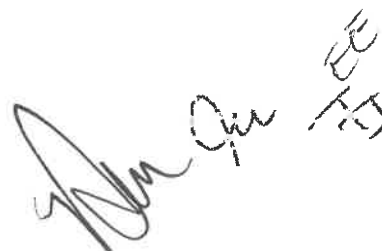
17 STANDARD OF WORK

17.1 The Handling Company shall carry out all services covered in this Agreement in accordance with the Carrier's written instructions and procedures, receipt of which must be confirmed in writing to the Carrier by the Handling Company.

17.2 In the case of absence of instructions by the Carrier, the Handling Company shall follow its own standard practices and procedures provided they comply with the applicable IATA and/or ICAD and/or other governing rules, regulations and procedures.

17.3 The Handling Company agrees to take all possible steps to ensure that, with regard to contracted services, the Carrier's Aircraft, crews, passengers and load receive preferential treatment over any other Carriers which the Handling Company might provide services to at the same location.

17.4 The Handling Company agrees to ensure that authorisations of specialised personnel performing services for the Carrier are kept up-to-date. If at any time the Handling Company is unable to provide authorised personnel as requested by the Carrier, the Handling Company shall inform the Carrier immediately.

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- 17.5 The Handling Company shall ensure that all technical equipment supplied for performing services for the Carrier is in good working condition at all times. Should the Handling Company be unable to provide the technical equipment as requested by the Carrier, the Handling Company shall inform the Carrier immediately.
- 17.6 The Handling Company agrees to ensure that personnel performing services for the Carrier are provided with the necessary safety equipment i.e. goggles, earplugs, safety shoes, suitable clothing, rags, buckets, mops, etc.
- 17.7 The Carrier shall supply the Handling Company with sufficient information and instructions to enable the Handling Company to perform its handling properly.
- 17.8 In the provision of the services as a whole, due regard shall be paid to safety, security, local and International regulations, applicable IATA and/or ICAO and/or other governing rules, regulations and procedures in such a manner that delays and damage to the Carrier's Aircraft and load are avoided and the general public is given the best impression of air transport.
- 17.9 The Handling Company must report to the Carrier's representative immediately all loss of or damage, threatened or actual, to aircraft and loads noticed in the course of the handling or which in any other way comes to the knowledge of the Handling Company.
- 17.10 The Parties shall reach mutual agreement on the quality standards for any services, not excluding those covered by Sub-Article 15.1 above. Such quality standards for a specific location may form part of the applicable Annex B. The Handling Company agrees to take all reasonably possible steps to ensure that, with regard to contracted services, the agreed upon quality standards will be met.
- 17.11 The Carrier may at its own cost, by prior written notice, audit the designated services in the applicable Annexure. Such notice shall contain a description of the area(s) to be audited. The Handling Company shall cooperate with the Carrier and will undertake any corrective action(s) required.
- 17.12 In provision of the Services, the Parties agree to comply with any applicable data protection laws.

17.13 The Handling Company shall be able to demonstrate a Safety Management System in use following IATA AHM610 and/or ICAO, local and international regulations, or other governing rules.

17.14 The Handling Company shall promote awareness and strive to achieve best practices in Environmental and Social Responsibility.

18. PERFORMANCE MEASUREMENT

18.1 Performance shall be measured by way of specific measurements, Carrier feedback and random sampling.

18.2 The Parties shall conduct annual reviews, to assess the performance of the Service Provider and renewal of the Agreement shall be subject to the outcome of such performance review(s).

19. PENALTIES

In the event of the Carrier experiencing delays which are wholly and solely attributable to the Handling Company, the Carrier shall be entitled to compensation in the form of penalties set out in Table 1 below on the following conditions:

- 19.1 Penalties shall not apply when the aircraft is operating 30 or more minutes off Schedule.
- 19.2 Penalties shall apply when the delay is wholly and solely attributable to the Handling Company.
- 19.3 The Carrier shall give written notice to the Handling Company of its intention to exercise its rights in terms of this clause 19 within 48 hours of the incident and shall indicate the applicable penalty. The Handling Company shall raise a credit note on receipt and agreement to the said notice.
- 19.4 The delay penalties shall be set off from the Handling Company's monthly payment.
- 19.5 Penalties (as per the table below) to be applied per incident.

Table 1

<u>Delay (Minutes)</u>	<u>Applicable Penalties</u>
11-20	20% of handling fee
21-30	30% of handling fee
31-40	40% of handling fee
41>	100% of handling fee

20 REMUNERATION

20.1 In consideration of the Handling Company providing the services, the Carrier agrees to pay to the Handling Company the charges set out in the relevant Annex B hereto, including any additional expenditure incurred for providing the services referred to in this Agreement.

20.2 The charges set out in the Annex B hereto are not inclusive of any the following:

20.2.1 any charges, fees or taxes imposed or levied by the Airport, Customs or other authorities against the Carrier or the Handling Company in connection with the provision of services herein by the Handling Company or in connection with the Carrier's flights.

21 ACCOUNTING AND SETTLEMENT

21.1 The Handling Company shall invoice the Carrier monthly with the charges arising from the provision of the handling services listed in the relevant Annexure at the rates of charges set out therein or provided by the Handling Company to the Carrier in terms of this Agreement.

21.2 When invoicing the Carrier for services rendered in terms of this Agreement the Handling Company shall furnish the Carrier, where applicable, with supporting documentation duly signed by the Carrier's representative.

21.3 The Handling Company shall submit an invoice to the Carrier monthly and the Carrier shall make payment within thirty (30) days from date of receipt of invoice.

21.4 If the Carrier disagrees with any item(s) in the invoice submitted by the Handling Company, it may withhold payment only on that item(s) and shall effect payment on

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the remainder of the invoice, pending resolution of the disputed item. The Carrier shall communicate to the Handling Company its reason for withholding payment on an invoice item(s). The deadline for payment for any disputed item(s) will be deemed extended until fifteen (15) days after the resolution of such dispute. Both parties shall use best endeavours and utmost good faith to resolve such within thirty (30) days from date of short payment failing which the Handling Company may invoke the settlement of disputes process (Article 32 hereof).

22 LIABILITY AND INDEMNITY

22.1 All references in this clause referring to:

- 22.1.1 "the Carrier" or "the Handling Company" shall include their directors, employees, servants, agents and subcontractors;
- 22.1.2 "ground support equipment" shall mean all equipment used in the performance of ground handling services included in the relevant Annex hereto, whether fixed or mobile, and
- 22.1.3 "act or omission" shall exclude gross negligence and/or willful misconduct.

22.2 Save where provided otherwise, the Carrier shall not make any claim against the Handling Company and shall indemnify it (subject as hereinafter provided) against any legal liability for claims or suits, including costs and expenses incidental thereto, in respect of:

- 22.2.1 delay, injury or death of persons carried or to be carried by the Carrier;
- 22.2.2 injury or death of any employee of the Carrier;
- 22.2.3 damage to or delay or loss of baggage, cargo or mail carried or to be carried by the Carrier, and
- 22.2.4 damage to or loss of property owned or operated by, or on behalf of, the Carrier and any consequential loss or damage;

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arising from an act or omission of the Handling Company in the performance of this Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with the knowledge that damage, death, delay, injury or loss would probably result.

- **PROVIDED THAT** all claims or suits arising hereunder shall be dealt with by the Carrier; and
- **PROVIDED ALSO THAT** the Handling Company shall notify the Carrier of any claims or suits without undue delay and shall furnish such assistance as the Carrier may reasonably require.

22.3 The Carrier shall not make any claim against the Handling Company in respect of damage, death, delay, injury or loss to third parties caused by the operation of the Carrier's aircraft arising from an act or omission of the Handling Company in the performance of this Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with knowledge that damage, death, delay, injury or loss would probably result.

22.4 Notwithstanding the provisions of sub-clause 22.1, in the case of claims arising out of surface transportation which is provided on behalf of the Carrier and is part of the operation of loading/embarking or unloading/ disembarking and/or is covered by the Carrier's Contract of Carriage the indemnity shall not exceed the limits specified in the said Contract of Carriage.

22.5 In the case of claims arising out of surface transportation which is not provided on behalf of the Carrier and/or is not part of the operation of loading/embarking or unloading/disembarking and/or is not covered by the Carrier's Contract of Carriage the waiver and indemnity herein contained shall not apply.

22.6 The Handling Company shall not make any claim against the Carrier and shall indemnify it (subject as hereinafter provided) against any legal liability for claims or suits, including costs and expenses incidental thereto, in respect of:

- 22.6.1 injury to or death of any employees of the Handling Company, its servants, agents or subcontractors; and
- 22.6.2 damage to or loss of property owned or operated by, or on behalf of, the Handling Company and any consequential loss or damage;

arising from an act or omission of the Carrier in the performance of this Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with knowledge that damage, death, delay, injury or loss would probably result.

22.7 Notwithstanding the provisions of clause 22.2.4 above, the Handling Company shall indemnify the Carrier against any physical loss of or damage to the Carrier's Aircraft caused by the Handling Company's negligent act or omission:

- **PROVIDED ALWAYS THAT** the Handling Company's liability shall be limited to any such loss of or damage to the Carrier's Aircraft in an amount not exceeding the level of deductible under the Carrier's Hull All Risk Policy which shall not, in any event, exceed USD 1,500,000.

22.8 For the avoidance of doubt, save as expressly stated, sub-clause 22.7 does not affect or prejudice the generality of the provisions of Sub-Article 22.2 including the principle that the Carrier shall not make any claim against the Handling Company and shall indemnify it against any liability in respect of any and all consequential loss or damage, save where same is a result of the Handling Company's gross negligence and/or wilful conduct.

22.9 Furthermore, notwithstanding sub-clause 22.2.3, the Handling Company shall indemnify the Carrier against direct loss of or damage to the Carrier's cargo (excluding Mail) caused by the negligent act or omission by or on behalf of the Handling Company in the provision of the services and/or the supply of goods under this Agreement provided always that the Handling Company's liability shall be limited to as set out in article 22.3 of the Montreal Convention 1999 or any amendment to that Convention in force at the time of the loss or damage or to the actual compensation paid out by the Carrier, whichever is less. In any event, the total amount of a claim in terms of sub-clause 22.9 shall not exceed USD 1,000,000.

22.10 Any claim shall be submitted within the time limits set out in article 31.2 of the Montreal Convention 1999. For the avoidance of doubt, the liability of the Handling Company shall never exceed the liability of the Carrier.

23 CHARGES

23.1 The charges for the services shall be as set out in the Appendices and are based on the Carrier's existing schedule. Charges for other services not covered in the applicable Annexure will be agreed upon on an ad hoc basis.

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23.2 All charges set out in this Agreement shall be adjusted annually based on the applicable South African Consumer Price Index (CPI) rate, as per www.statssa.gov.za, comprised of the average of the previous twelve (12) months CPI rate. The adjustment shall be effective on the annual anniversary date of this Agreement.

24 DURATION

24.1 Notwithstanding the date of signature, this Agreement shall commence on 1 April 2017 and shall remain in operation for five (3) years subject to the continued existence of the agreement between the Carrier and the North West Province, which if terminated, will result in the immediate termination of this agreement or unless terminated in accordance with the provisions of this Agreement or otherwise in accordance with the law.

24.2 This Agreement may be extended by written agreement of both Parties.

25 TERMINATION

25.1 The Carrier may terminate the agreement should the Handling Company not perform services to the agreed standards specified in the Service Level Agreement. The Handling Company will be granted 30 (thirty) days from date of written notification of the service level deviation to rectify it. Should the service level not be adequately improved within this period the Carrier may terminate the Agreement by giving one (1) calendar month written notice to that effect.

25.2 Termination by the Handling Company of all or any part of the services to be furnished requires 60 (sixty) days prior notice to the Carrier. In the event of part termination of services, consideration shall be given to an adjustment of charges.

26 APPLICABLE LAW

This Agreement shall be governed and construed in accordance with the laws of the Republic of South Africa.

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27 ENTIRE AGREEMENT

This Agreement shall supersede any previous arrangements between the Parties governing the provision of services at locations referred in the relevant Appendices hereto. This Agreement contains all the express provisions agreed on by the parties with regard to the subject matter of the Agreement and the parties waive the right to rely on any alleged express provision not contained in this Agreement.

28 NO REPRESENTATIONS

Neither party may rely on any representation, which allegedly induced that party to enter into this Agreement, unless the representation is recorded in this Agreement.

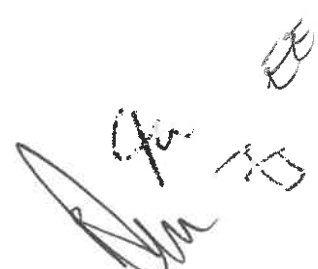
29 VARIATION, CANCELLATION AND WAIVER

No contract varying, adding to, deleting from or cancelling this Agreement, and no waiver of any right under this Agreement, shall be effective unless reduced to writing and signed by or on behalf of both parties.

30 INDULGENCES

30.1 If either party at any time breaches any of that party's obligations under this Agreement, the other party ("the aggrieved party") may at any time after that breach, exercise any right that became exercisable directly or indirectly as a result of the breach, unless the aggrieved party has expressly elected in writing or by clear and unambiguous conduct, amounting to more than mere delay, not to exercise the right; and shall not be stopped (i.e. precluded) from exercising its rights arising out of that breach, despite the fact that the aggrieved party may have elected or agreed on one or more previous occasions not to exercise the rights arising out of any similar breach or breaches.

30.2 If the aggrieved party is willing to relinquish that right, the aggrieved party will on request do so in writing.



31 Cession

Nelther party may cede that party's rights or delegate that party's obligations without the prior written consent of the other party, which consent shall not be unreasonably withheld.

32 SETTLEMENT OF DISPUTES

32.1 It is recorded that a good relationship between the Parties is essential for the optimal achievement of the objectives of the Agreement and therefore the Parties agree and commit themselves to use best endeavours at all times to achieve speedy resolution of any matter or dispute arising in regard to implementation of this Agreement through engagement with each other.


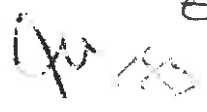
32.2 Should any difference or dispute at any time arise between the Parties, the duly authorised Senior Officials of each Party shall meet within fourteen (14) days, or such period as the Parties may agree, from the date on which the dispute arose to resolve the dispute amicably.

32.3 Should the dispute not be resolved at such meeting, or extended meeting as the Parties may agree to in writing, then either of the Parties shall be entitled to refer the dispute to the Arbitration Foundation of Southern Africa (AFSA) to be determined by arbitration in terms of Arbitration Act 42 of 1965 as amended, such arbitration shall be held in Johannesburg.

32.3 The above provision shall however not preclude either Party approaching the High Court for urgent interim relief.

33 SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law but if any provision of this Agreement shall be unenforceable or invalid under the applicable law, such invalidity or unenforceability shall not affect the other provisions of this Agreement, all of which shall remain in full force and effect.

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34 CONFIDENTIALITY

Neither party shall under any circumstances divulge any information acquired as a result of this Agreement to a third party without the prior written consent of the other party to this Agreement. This provision will survive the expiry or early termination of this Agreement.

35 DOMICILIA CITANDI ET EXECUTANDI

The parties choose as their domicilium citandi et executandi for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses:

SOUTH AFRICAN EXPRESS AIRWAYS:

Physical Address:

2nd Floor, Block E Offices

Airways Park, 1 Jones Road

OR Tambo International Airport

Postal Address: P. O. Box 101

O.R. Tambo International Airport

1627

Mahikeng Airport Management Company

Physical Address:

Mahikeng

North West Province

Postal Address:

36 FORCE MAJEURE

36.1 Notwithstanding any contrary provisions of this Agreement, no failure or omission by either party to carry out or observe any of the terms and conditions of this Agreement shall give rise to any claim by the other of them or any other party, or be deemed to be a breach of this Agreement, if same is caused by or arises as a result of force majeure, act of God, vis major or any act or direction of or limitation

imposed by any governmental or statutory body, or war, strikes, civil commotion, riots, labour unrest, consumer boycotts, or any cause reasonably beyond the control of the party thus prevented from performing its obligations, provided, however, such party:

36.1.1 engages all its reasonable efforts to the extent reasonably possible to avoid and/or remedy such situation;

36.1.2 gives the other of them written notice of such situation as soon as possible after it becomes aware of the fact that such situation may arise or has arisen.

36.2 In the event of any cause reasonably beyond the control of the Carrier or Handling Company arising and preventing them or any one of them from carrying out their obligations in terms of this Agreement, such performance of obligations shall be suspended during such period of inability by either of them to perform its obligations under this Agreement, provided, however, that nothing herein contained shall extinguish, delay, or suspend the obligations of such party to liquidate all its outstanding liabilities under this Agreement which accrued or became due before the period of suspension, or which it is not prevented from discharging by the circumstances giving rise to the suspension. For the avoidance of doubt, lack of funds shall not constitute force majeure.

36.3 During any suspension contemplated in 36.2, the party affected by such suspension shall be entitled to obtain the services and/or facilities of which it is deprived as a result of such suspension from any other person.

37 DEFAULT AND TERMINATION

37.1 An event of default shall occur if:

37.1.1 Any party fails to pay any undisputed amount that is due to another party in terms of this Agreement, and does not remedy such failure within 14 (fourteen) working days of receipt of written notice from such other party calling upon it to do so; or

37.1.2 Any party defaults in the performance of any other material provision of this Agreement, and such default continues for a period of 14 (fourteen)

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days (or such longer period as may reasonably be required to remedy such default) after receipt of notice from any other party calling upon it to remedy such default; or

37.1.3 Any party makes any general assignment for the benefit of its creditors or compromises with its creditors generally; or

37.1.4 Any party is placed under provisional or final liquidation or provisional or final judicial management; or

37.1.5 The license of either party to conduct its business is suspended or revoked.

37.2 Upon the happening of an event of default, the non-defaulting party may by written notice to the defaulting party either demand specific performance from the party in default, or cancel this Agreement, without prejudice to the non-defaulting party's right to claim damages from the party in default.

38 LEGAL COSTS

Each party shall bear that party's own legal costs of and incidental to the negotiation, preparation, settling, signing and implementation of this Agreement.

SIGNED at Nenya, Ben on this 28 day of Mar 2017 in the presence of the undersigned witness.

[Signature]

(WARRANTING HIS AUTHORITY TO SIGN)

For: **SOUTH AFRICAN EXPRESS AIRWAYS SOC LIMITED**

Name: Uphatso A. M. Maseko

Designation: CEO

As witnessed:

Name: _____

Designation: _____

[Signature] EE
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SIGNED at MURRAY on this 22 day of MARCH 2017 in the presence
of the undersigned witness.

[Signature]
(WARRANTING HIS/HER AUTHORITY TO SIGN)

For: Mahikeng Airport Management Company

Name: [Signature]

Designation: CEO

As witnessed:

[Signature]

Name: Bonolo

Designation: Secretariat

[Signature]
cc. [Signature]

ANNEXURE 1

GROUND HANDLING SERVICES

For a single handling consisting of the arrival and the subsequent departure at agreed timings of the same aircraft, the Handling Company shall provide the services and charge the rates specified in this annexure.

Section 1: Representation, administration and Supervision

1.1 General

- 1.1.1 Liaise with local authorities.
- 1.1.2 Indicate that the Handling Company is acting as handling agent of the Carrier.
- 1.1.3 Inform all interested parties concerning movements of the Carrier's aircraft

1.2 Administration Functions

- 1.2.1 Establish and maintain local procedures.
- 1.2.2 Take action on communications addressed to the Carrier.
- 1.2.3 Prepare, forward, file and retain, for a period specified in the Annex B, messages/reports/statistics/documents and perform other administrative duties in the following areas:
 - (a) Station administration
 - (b) Passenger services
 - (c) Ramp services
 - (d) Load control
 - (e) Flight operations
 - (f) Cargo services
 - (g) Mail services
 - (h) Support services
 - (i) Security
 - (j) Aircraft maintenance
 - (k) Other, as specified in Annex B
- 1.2.4 Maintain the Carrier's manuals, circulars and other relevant documents connected with the performance of the services
- 1.2.5 (a) Check
- (b) Sign
- (c) Forward on behalf of the Carrier items including, but not limited to, invoices, supply orders, handling charge notes, work orders.

1.3 Supervision and/or Coordination

- 1.3.1 Supervise services contracted by the Carrier with third party/(ies)
- 1.3.2 Ensure that the third party(ies) is (are) informed about the operational data and Carrier's requirements in a timely manner.
- 1.3.3 Liaise with Carrier's designated representative.
- 1.3.4 Verify availability and preparedness of staff, equipment, loads, documentation and services of the third party/(ies) to perform the services.
- 1.3.5 Meet aircraft upon arrival and liaise with crew.
- 1.3.6 Decide on non-routine matters.
- 1.3.7 Verify dispatch of operational messages.
- 1.3.8 Note irregularities and inform the Carrier.

1.4 Station Management

- 1.4.1 Provide representative on behalf of the Carrier to act
(b) non-exclusively
- 1.4.2 The Handling Company is authorised to represent the Carrier's interest with regards to resolving the governmental and local authority matters.
- 1.4.3 Attend local airport meetings on behalf of the Carrier
 - (a) report to the Carrier results/contents of the meetings
 - (b) act, vote and commit on behalf of the Carrier
- 1.4.4 The Handling company will be authorised to:
- 1.4.5 Negotiate and secure slot(s) and airport facilities as available on behalf of the Carrier.
- 1.4.6 Liaise with relevant local and government authorities to ensure that all necessary permits and licenses are applied for, negotiate and secure in advance of each seasonal/operational change.
- 1.4.7 Perform and report (KPI – key performance indicators) quality/performance measurements.
- 1.4.8 Handle the contents of the Carrier's company mail pouches.

2 Section 2: Passenger Services

2.1 General

- 2.1.1 Inform passengers and/or public about time of arrival and/or departure of Carrier's aircraft and surface transport.
- 2.1.2 Make arrangements for stopover, transfer and transmit passengers and their baggage and inform them about services available at the airport.
- 2.1.3 When requested by the Carrier

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- (a) Provide
- or
- (b) Arrange for

Special equipment, facilities and specially trained personnel, for assistance to

- (1) Disabled passengers inside the terminal
- (2) VIP's

- 2.1.4 Assist passengers when flights are interrupted, delayed or cancelled.
- 2.1.5 Notify the Carrier of complaints and claims made by the Carrier's passengers.
- 2.1.6 Report to Carrier any irregularities discovered in passenger and baggage handling.
- 2.1.7 (b) Arrange for
 - (1) Check-in positions
 - (2) Service counters/desks for other purposes
- 2.1.8 Perform on behalf of the Carrier the following sales functions
 - (a) Reservations
 - (b) Issuance of transportation documents
 - (c) E-ticketing/ticketing

As specified in Annex B

- 2.2 Departure
 - 2.2.1 Perform pre-flight editing
 - 2.2.2 Check and ensure
 - (a) that tickets are valid for flight(s) for which they are presented. The check shall not include the fare.
 - 2.2.3 (a) Weigh and/or measure checked and/or cabin baggage,
 - (b) record baggage figures
- For
 - (1) initial flight
 - (2) subsequent flight(s)
- 2.2.4 Excess baggage
 - (a) determine excess baggage
 - (b) issue excess baggage ticket
 - (c) collect excess baggage charges
 - (d) detach applicable excess baggage coupons
- 2.2.5 Tag checked and/or cabin baggage for initial flight

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2.2.6 (a) Carry out the Carrier's seat allocation or selection system

(b) Issue boarding pass(es)

Detach applicable flight coupons for initial flight

2.2.7 Handle

(a) denied boarding process

(b) denied boarding compensation

2.2.8 Direct passengers through controls to departure gate

2.2.9 At the gate, perform

(a) check-in in accordance with Item 2.2.2

(b) check baggage

(c) verification of travel documents

(e) handling of standby list

(f) verification of cabin baggage

(g) manage boarding process

(h) reconciliation of passenger numbers with aircraft documents prior to departure

2.2.10 (a) Collect

(b) reconcile

(c) handle and forward to Carrier transportation documents (flight coupons, or other flight related documents) uplifted from departing passengers.

2.3 Arrival

2.3.1 (a) Perform

Or

(b) Arrange for

Opening and closing aircraft passenger doors

2.3.2 Direct passengers from aircraft through controls

2.3.3

2.3.4 Handle lost, found and damaged property matters

(a) Provide

(b) Arrange for

(1) acceptance of baggage irregularity reports

(2) entering of data into the baggage tracing system

(3) maintain baggage tracing system files for a period specified in Annex B

(4) making of payments for incidental expenses

(5) delivery of delayed baggage to passengers

(6) handling of communications with passengers

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(7) repair or replacement of damaged baggage

3 Section 3. Ramp services

3.1 Baggage Handling

3.1.1 Handle baggage in

(a) sorting area

3.1.2 Prepare for delivery onto flights

3.1.3 Establish the number and weight of bulk baggage and provide the load control unit with the information.

3.1.4 Offload bulk baggage.

3.1.5 Prioritise baggage delivery to claim area.

3.1.6 Deliver to claim area

(a) baggage

(b) out of gauge (OGG)

4 Load Control, Communications and Flight Operations

4.1 Load Control

4.1.1 Convey and deliver flight documents between the aircraft and appropriate airport buildings.

(a) Prepare

(b) sign

(c) distribute

(d) clear/process

(e) file

Documents, including but not limited to, loading instructions, load sheets, weight and balance charts, captain's load information and manifests where

4.1.2 (2) load control is performed by the Carrier until the Handling Company is able to.

4.2 Communications

4.2.1 (a) compile

(b) receive, process and send

All messages in connection with the services performed by the Handling Company using the Carrier's originator code or double signature procedure.

(c) perform EDI (electronic data interchange) transactions.

(d) Inform the Carrier's representative of the contents of such messages.

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4.2.2 (a) Provide

(b) Operate

Means of communication between the ground station and the Carrier's aircraft.

4.3 Flight Operations

4.3.1 Inform the Carrier of any known project affecting the operational services and facilities made available to its aircraft in the areas of responsibility as specified in Annex B.

4.3.2 After consideration of the Carrier's instruction, suggest the appropriate action to pilot-in-command in case of personal operational irregularities, taking into account the meteorological conditions, the ground services and facilities available, aircraft servicing, possibilities and the overall operational requirements.

6.2 Automation/Computer Systems

6.2.1 (a) Arrange and operate

Equipment to enable access to

- (1) Carrier's system
- (2) Handling Company's system
- (3) Other systems

6.2.2 Perform the following functions in

- (a) Carrier's system
- (b) Handling Company's system
- (c) Other systems

For

- (2) Passenger reservations and sales
- (3) Passenger services
- (4) Baggage reconciliation.
- (5) Baggage tracing
- (12) other functions

6.6 Surface Transport

Make all necessary arrangements for special transport within the limit of local possibilities

7.1 Passenger and Baggage Screening and Reconciliation

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- 7.1.1 (a) Provide
(b) Arrange for
(2) security questioning.

- 7.1.4 (a) Provide
(b) Arrange for
(1) identification of passengers prior to boarding
(2) reconciliation of boarded passengers with their baggage.
(3) positive baggage identification by passengers.
(4) offloading of baggage for passengers who fail to board the aircraft.

SIGNED at Komprok Rock on this 28th day of Mar 2017 in the presence of the undersigned witness.

[Signature]
(WARRANTING HIS AUTHORITY TO SIGN)

For: SOUTH AFRICAN EXPRESS AIRWAYS SOC LIMITED

Name: I. NTSHANGA

Designation: CFO

As witnessed:

Name: _____

Designation: _____

SIGNED at MIDRAND on this 29th day of MARCH 2017 in the presence of the undersigned witness.

[Signature]
(WARRANTING HIS/HER AUTHORITY TO SIGN)

For: Mchikeng Airport Management Company

Name: BOLO MATSHEGO

Designation: SAC

As witnessed: Bonolo Matshego [Signature]

EE

[Signature]



SA express
we fly for you

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MANAGEMENT AND GROUND HANDLING ENGAGEMENT FRAMEWORK FOR SOUTH AFRICAN EXPRESS

MAFIKENG INTERNATIONAL AIRPORT MANAGEMENT PLAN FOR SOUTH AFRICAN EXPRESS IMPLEMENTATION SCHEDULE 2017

CONTRACTING PARTIES		
Department of Community Safety and Transport Management (CSTMA)	South African Express (SAX)	Mafikeng Airport Management Company, an operating company of Roucomm Systems (MAMco.)
Provincial Department of the North West Provincial Government	A state-owned company, Registration Number 1909/007412/30, duly registered in terms of the laws of South Africa.	A private company, Registration Number 2016/384350/07, duly registered in terms of the laws of South Africa.
JOINDER		
<ul style="list-style-type: none"> ▪ Department of Community Safety and Transport Management signed a Service Level Agreement with Roucomm Systems to Manage, Operate and Develop the Mafikeng Airport. ▪ Department of Community Safety and Transport Management also signed a Service Level Agreement with South African Express to operate a passenger flight from the Mafikeng Airport. ▪ MAMco as an operating company of Roucomm Systems is appointed by SAX for Management and Ground Handling in Mafikeng Airport in fulfillment of the requirements of the contract signed between the CSTMA and SAX. 		

PURPOSE

- To provide an implementation framework on the handover of the airport |

	<p>management functions from the existing company contracted by South African Express to Roucomm Systems, through its operating company, the Mahikeng Airport Management Company.</p> <ul style="list-style-type: none"> ▪ To outline the scope of responsibilities and obligations to parties involved in the use of the airport.
BACKGROUND	<ul style="list-style-type: none"> ▪ The North West Department for Community Safety and Transport Management (CSTMA) has in 2015 appointed Roucomm Systems to Manage, Operate and Development the Mafikeng Airport through an open tender process. ▪ The appointment gives Roucomm Systems exclusive rights to manage the airport on rights similar to that of a landlord including contracting or leasing part of the premises to third parties. ▪ As part of the SLA, Roucomm is now responsible for both aeronautical and non-aeronautical functions. ▪ Roucomm Systems has, as part of the implementation process, established an operating company known as Mahikeng Airport Management Company (MAMco) to handle the day to day operation and management of the airport. ▪ MAMco has since December 2016 started to take over the management and operational functions of the airport working on co-management basis with the CSTMA. ▪ Part of the takeover process includes regularization of existing tenants, reallocation of responsibility of revenue collection and rendering of services by Roucomm Systems or its operating company, MAMco. ▪ SAX appointed MAMco as a Management and Ground Handling Company in Mafikeng International Airport effective from 1 April 2017.
	<p style="text-align: center;">TRANSITIONAL ARRANGEMENTS</p> <ul style="list-style-type: none"> ▪ MAMco. and SAX to develop a transitional plan to take over from current management company ▪ SAX to prepare and present to MAMco an operational framework for Management and Ground Handling in accordance with the simplified Standard Ground Handling Agreement (SGHA) of January 2013 as published by IATA. ▪ MAMco to appoint staff and demonstrate readiness to commence by 1 April 2017 (Where necessary, current staff employed by the terminated management company will be employed). ▪ SAX to make provision for site establishment funding within 30 days of commencement



- Parties to agree on charges applicable outside the standard agreement and requisition procedure applicable thereto.
- SAX will have to train new MAMCO staff to operate its booking system in order to properly augment the already trained staff that will be taken over from current management companies.

**EXISTING AND ADDITIONAL SERVICES TO BE RENDERED BY MAMCO.
(AERONAUTICAL AND NON-AERONAUTICAL SERVICES)**

Operational	Marketing	Hospitality & Support
<ul style="list-style-type: none"> Ticket Sales Check in and Gate Services Ground Handling Passport Check and Customs Services Guidance and Information Services 	<ul style="list-style-type: none"> Production of Corporate Apparel Route online promo production (audio-visual) Print adverts layout & design production Radio Adverts Production Live reads Website Development Monthly Online Services Newsletter Print & Radio Advertising Media Monitoring & Analysis Report *A monthly integrated marketing communication 	<ul style="list-style-type: none"> Kiosk VIP Lounge Shuttle Services Business Centre Car Rentals Porter Services Jet A1 Fuel and AvGas Maintenance of Terminal Parking Services Cleaning and Landscaping Vehicle Traffic Operations and Safety
Terminal Air Traffic Control Services (Pure Infrastructure)	Manoeuvring Area Services (Pure Infrastructure)	Apron Area Services
<ul style="list-style-type: none"> Maintenance and development of equipment Approach control services Tower control services 	<ul style="list-style-type: none"> Maintenance and development of runways and taxiways Cleaning & prevention of the slippery condition Guidance systems of air and ground traffic Environmental protection 	<ul style="list-style-type: none"> Maintenance and development of apron area and machinery Aircraft parking Aircraft handling Bus Transportation Environmental protection Control of vehicle traffic operations and safety

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Sax To Provide A Detail Work Description

PERSONNEL DEPLOYED FOR THE PROJECT

General Manager: Marketing and Ground Handling	
Manager: Airline Passenger Services	Supervisor: Security & Facilities
Customer Service Agents (10)	Ground Handlers (4)
Marketing & Hospitality Officer	Cleaning (10) & Maintenance (15)
Travelling Agency	
Security Outposts	

Airport Management Team

No.	Position
1.	General Manager: Marketing & Ground Handling
2.	Manager: Airline Passenger Services
3.	Supervisor: Security & Facilities
4.	Marketing and Hospitality Officer
5.	Customer Service Agents
6.	Messenger Driver / Shuttle
7.	General Maintenance
8.	Cleaning Staff
9.	Grounds and Gardens

Effective Date:	01 April 2017
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Compiled by Letsela T.J, Mr. – Group Chief Executive Officer: MAMCO
 Email: ceo@mahikengairport.co.za or hyperlet@gmail.com - Cell: 082 825 8082

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[Signature]

ANNEXURE 3

GROUND HANDLING SERVICE LEVEL AGREEMENT

between

MAHIKENG AIRPORT MANAGEMENT COMPANY

Registration Number: 2016/384350/07

(hereinafter referred to as "the Handling Company")

and

SOUTH AFRICAN EXPRESS AIRWAYS (SAC) LTD

Registration Number: 1990/007412/30

(hereinafter referred to as "the Carrier")

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1. **PREAMBLE**

1.1 THIS SERVICE LEVEL AGREEMENT SERVES TO RECORD THE AGREEMENT BETWEEN THE PARTIES WITH REGARD TO EXPECTED STANDARD OF SERVICE DELIVERY EMANATING FROM THE STANDARD GROUND HANDLING AGREEMENT TO WHICH THIS SERVICE LEVEL AGREEMENT IS ATTACHED.

1.2 The standard of delivery of services set out in annexure B of the above-mentioned Standard ground Handling Agreement are addressed herein.

2. **OPERATING FRAMEWORK**

2.1 BASED ON THE TERMS AND CONDITIONS OF THE GROUND HANDLING AGREEMENT BETWEEN THE PARTIES, THE PARTIES HEREBY AGREE TO THE FOLLOWING AS IT RELATES TO THE SERVICES PROVIDED BY THE HANDLING COMPANY TO THE CARRIER.

2.1.1 The Handling Company shall familiarize itself with the flight schedule as published and operated by the Carrier. Any changes to the schedule shall be communicated to the Handling Company in accordance with the agreed processes.

2.1.2 The Handling Company shall, with the assistance of the Carrier, ensure proper training and re-qualification of personnel in its employ to ensure acceptable service level delivery.

2.1.3 The Handling Company shall ensure that all equipment utilised in the service of the Carrier's flights are maintained in a sound state and that operation thereof shall be done by qualified personnel.

2.1.4 The Carrier shall have a right to report to the Handling Company, all passenger related service delivery snags being encountered and the Handling Company shall address same instantly (where possible). Additionally, the Handling Company shall respond to the Carrier in writing within forty eight (48) hours of receipt of such notification setting out what has been done to address the identified snags or what the Handling Company intends to do to avoid recurrence of such snags.

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2.1.5 In the interests of sustaining the relationship between them, the parties agree to meet regularly on a scheduled basis to discuss problems/solutions to issues affecting appropriate service delivery as agreed between the parties. The parties agree to meet at least once per month for these purposes.

2.1.6 The parties nominate the following people, for the purposes of the monthly meetings envisaged in clause 2.1.5 above:

2.1.6.1 The Carrier

2.1.6.2 The Handling Company

3. SERVICE KEY PERFORMANCE INDICATORS

3.1 The Handling Company's overall performance in respect of the Handling Company Scheduled Services shall be measured with reference to the following Service Key Performance Indicators and any other Service Key Performance Indicators agreed between the Parties from time to time in writing:

3.1.1 In the event of an air turn-back that necessitates off-loading of passengers, the Handling Company's personnel shall ensure that:

A. the passengers from the relevant flight are deboarded and offloaded from the said flight;

3.1.2 All personnel dedicated to the Carrier shall always be in uniform and be neatly dressed. Further, such personnel shall report for duty timeously and take breaks as rostered.

3.1.3 Personnel who are on a break shall not be based at the counters as same creates a negative impression that they are available to provide the required service but are unwilling to do so.

3.1.4 Further, the Handling Company shall ensure that personnel dedicated to service the Carrier shall not have their meals, drinks and/or snacks at the Check-in Counter or at Boarding Counters.

3.1.5 The Handling Company shall ensure that the dedicated personnel report at the boarding gates fifteen (15) minutes prior to the scheduled boarding time and

adhere to the fifteen (15) minutes (domestic) offloading rule save where the Carrier gives instructions to the contrary.

4. COMMUNICATION

- 4.1 The Handling Company shall ensure that the Carrier personnel are equipped with communication radios for purposes of ensuring seamless communication amongst them.
- 4.2 The Handling Company shall ensure timely activation of the boarding and closure of boarding times on the View Direct Monitors for purposes of ensuring that passengers are constantly aware of their respective flight details. Additionally, the boarding agents shall make verbal announcements relevant to the specific flight they are attending to where permitted.

5. FLIGHTS ARRIVAL

- 5.1 Personnel who meet the Carrier flights shall, upon receipt of an Actual Time of Arrival (ATA), aircraft registration number and the designated parking bay for the said flight, proceed to the designated aircraft parking bay at least ten (10) minutes prior to the flight's arrival.

6. ASSISTANCE TO SPECIAL NEEDS PASSENGERS

- 6.1 The Handling Company shall provide courteous and professional assistance to the Carrier' passengers who require special assistance in the same manner that the Handling Company provides such assistance to its passengers with due regard to the said passengers' particular needs.
- 6.2 Passengers with special needs include but are not limited to:
- A. Wheelchair users; and
 - B. Mothers travelling with infants.

7. IRREGULAR OPERATIONS

- 7.1 The Handling Company shall take full responsibility for handling the Carrier' irregular operations, such as:
- 7.1.1 Flight diversions
 - 7.1.2 Delays and calling of passengers

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- 7.1.3 Denied boarding due to weight restriction
- 7.1.4 Timeous and regular communication/updates to passengers about any event of irregular operations;
- 7.1.5 Issuance of Meal Vouchers;
- 7.1.6 Hotel bookings;
- 7.1.7 Constants reports to the Carrier regarding any particular issue of importance which the Carrier's passengers are experiencing due to the irregular operations.

8. AUDIT ON TRAINING REQUIREMENTS

- 8.1 The Carrier shall conduct ad hoc audits on the Handling Company's personnel who are designated to the Carrier for purposes of gauging if the said personnel have undergone the requisite Ground Handling Training [To be defined] that enables them to have the necessary knowledge to perform their duties, execute the prescribed procedures and remain current.

9. OBSERVATION OF SAFETY

- 9.1 At all times the service delivery standards shall not compromise established international safety procedures.

10. PERFORMANCE MEASUREMENT

- 10.1 Performance will be measured by way of specific measurements, Carrier feedback and random sampling

HEADING	SERVICE	S/R*	TARGET
GENERAL	Liaise with local Authorities	S	100%
	Indicating that Handling Company is acting as Handling Agent for the Carrier	S	Clear Markings
	Inform interested parties concerning movements of Carrier's aircraft in accordance with the posting on FID boards etc	S	No delays Always Available
	On-time performance relating to activities controlled by the Service Provider. The said activities are	S	99% Not more than 1% of the Carrier's delays will be attributed to the Handling Company

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	identified by the delay codes set out (AHM 011)		
Passenger Handling	Provide assistance to disabled and other passengers requiring assistance. Dealings with passengers will always be courteous, friendly and helpful. The requested service should be provided in less than 5 minutes of receipt of the request.	R	100%
Baggage Handling	Communication of Offloading of no-show passengers' baggage at least fifteen (15) minutes (Domestic) and twenty (20) minutes (Regional) prior to STD.	S	100%
Incident Reporting	Immediately upon occurrence.	S	100%

READING	SERVICE	S/R*	TARGET
IROPS Management	Manage Irregular operations at all stations	S	100%
Operations Management	<ul style="list-style-type: none"> - Airport Facilities Management - Airport Operations Management - Operations Staffing - Route Marketing - Strategic Partnerships 	S	100%
Adhoc Services	<ul style="list-style-type: none"> - Adhoc Services for 3rd party (NWPG) <ul style="list-style-type: none"> • Security Service • Fire Truck lease • Adhoc operational services 	R	100%

* S = Standard Service R= On Request

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Annexure “8.3”



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STANDARD GROUND HANDLING AGREEMENT SIMPLIFIED PROCEDURE

ANNEX B - LOCATIONS, AGREED SERVICES, FACILITIES AND CHARGES
to the Standard Ground Handling Agreement (SGHA) of January 2013

Between

SOUTH AFRICAN EXPRESS AIRWAYS SOC LIMITED

Registration Number: 1990/007412/30

(Hereinafter referred to as "the Carrier")

And

VALOTECH FACILITIES MANAGEMENT CC

Registration Number: 2011/095681/23

(Hereinafter referred to as "the Handling Company")

This Annex : B1.0
for the location : Mahikeng International Airport (MBD)
is valid from : 01 June 2016 until 30 April 2020
and replaces : Nil

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Page 1 of 36 BTW

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1 RECORDALS

1.1 **SOUTH AFRICAN EXPRESS AIRWAYS SOC LIMITED** is a state owned company duly incorporated in terms of the company laws of the Republic of South Africa, having its principal place of business situated at 2nd Floor, E Block, Airways Park, Jones Road, Kempton Park, Republic of South Africa,

1.2 **VALOTECH FACILITIES MANAGEMENT CC** is a close corporation duly incorporated in terms of the company laws of the Republic of South Africa, having its principal place of business situated at 34 Impala Street, Golf View, Mahikeng, North West, Republic of South Africa.

2 PREAMBLE

This Annex is prepared in accordance with the simplified procedure whereby the Parties agree that the terms of the Main Agreement and Annex A of the SGHA of January 2013, as published by IATA shall apply as if such terms were repeated here in full, unless amended by the provisions of this Annex, in which case the provisions of this Annex shall prevail. Both parties confirm they are familiar with the aforementioned Main Agreement and Annex A.

The parties hereby record their agreement that the Handling Company will provide Ground Handling services to the Carrier at the location set out in the relevant Appendices attached hereto.

3 GENERAL

3.1 The Carrier and the Handling Company agree to give the highest importance to the compliance to all applicable laws and regulations governing their activities and expects its agents and contractors to do the same. Of particular concern are laws relating to anti-bribery, anti-trust and labour relations (including but not limited to the prohibition of child labour).

3.2 The Handling Company shall comply at all times with and shall ensure that its employees, subcontractors and agents comply with:

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3.2.1 All laws and regulations applicable in its country of establishment and all other countries in which services are provided under this Agreement;

3.2.2 Applicable IATA and/or ICAO and/or other governing rules, regulation and procedures;

3.2.3 All international treaties and regulations that apply in general to commerce and in particular to the operation of aircraft, transportation of passengers and air freight or mail.

3.3 The Carrier and the Handling Company shall ensure that their respective personnel assigned to the performance of this Agreement are aware of all relevant legislation applicable to commerce in general, aircraft operation, passenger transportation and air freight.

3.4 Further, the Carrier and the Handling Company shall ensure that all their respective employees assigned to the performance of this Agreement where applicable, are made aware of the essentials of rules and/or regulations governing competition, antitrust, bribery, kick-backs, secret commissions and payments to government officials in its country of residence, establishment as well as such regulations with extraterritorial applications.

4 PROVISION OF SERVICES

4.1 The services will be made available within the limits of possibilities of the Handling Company and in accordance with the applicable IATA and/or ICAO and/or other governing rules, regulations and procedures.

4.2 It is not considered necessary or possible to specify every detail of the services to be rendered in terms of this Agreement it being generally understood what such services are and the standards to be attained in their performance.

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5. HANDLING COMPANY'S WARRANTIES

5.1. The Handling Company warrants the Carrier that –

- 5.1.1 it will discharge their obligations under this Agreement with all due skill, care and diligence;
- 5.1.2 for the duration of this Agreement, it shall maintain the B-BBEE status it had upon its appointment by the Carrier to provide the Services;
- 5.1.3 it will be solely responsible for the payment of remuneration of the Personnel and associated benefits, if any, and for withholding and remitting income tax for its Personnel in conformance with any applicable laws and regulations;
- 5.1.4 it understands and accepts that within the Carrier operational environment, strict safety operational controls, measures, policies, rules, laws, processes and procedures apply. The Handling Company will ensure full compliance at all times and it will ensure that maximum care and attention is exercised for the safety of all concerned.

6. DOCUMENTS FOR GROUND HANDLING

Documents used for ground handling will be the Handling Company's own documents, where applicable, provided these documents comply with standardised formats that may apply under IATA and/or ICAO and/or other governing rules, regulations and procedures.

7. SCHEDULED FLIGHTS

- 7.1 The Handling Company agrees to provide, for the Carrier's Aircraft for flights operating on an agreed schedule at the agreed location.
- 7.2 The Carrier, in turn, agrees to inform the Handling Company as soon as possible about any changes of schedule and/or frequencies and/or types of

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aircraft. Such notification must be in writing and provided to the Handling Company not less than seven (7) days in advance, unless the changes relate to irregular operations, wherein the Carrier shall inform the Handling Company as soon as it becomes aware of the situation.

8 EXTRA FLIGHTS

The Handling Company will also provide the services to the Carrier's aircraft for flights, in addition to the agreed schedule, at the same locations, provided that 48 (forty-eight) hours prior notice is given and the provision of such additional services will not prejudice commitments already undertaken by the Handling Company.

9 PRIORITY

- 9.1 In case of multiple handling of the Carrier's flights, the Carrier shall inform the Handling Company in writing, which flights to prioritise, between scheduled, non-scheduled and irregular operating flights and shall exempt the Handling Company from any impact on service level obligations that may result directly from the Carrier's election in this regard.
- 9.2 Flights that operate by more than one hour (1HR) from their scheduled departure or arrival time will be considered "out of schedule" and handled as such.

10 EMERGENCY ASSISTANCE

- 10.1 It is the responsibility of the Handling Company to participate in local emergency response plan(s) in order to provide support to the Carrier in event of an emergency including but not limited to, forced landings, accidents or acts of violence. The Carrier will contact the Handling Company to establish the carrier's needs in an emergency and provide the Handling Company its current emergency procedures. In the absence of the Carrier's

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12.2 The above mentioned personnel shall, with the assistance of the Carrier, receive ground handling training, to enable them to fully discharge their functions.

12.3 The Carrier shall provide the personnel with uniform, which will be issued once a year, in accordance with the Carrier's Uniform Policy.

13 OTHER LOCATIONS

In case of occasional flights of the Carrier's Aircraft to locations which are not designated in the present Agreement, where the Handling Company maintains a ground handling organisation, the Handling Company shall, on request, make every reasonable effort, subject to the means locally available, to furnish necessary services. The Handling Company shall charge the Carrier in accordance to the rates agreed to, in this Agreement.

14 FAIR PRACTICES

14.1 The Handling Company will take all practicable measures to ensure that sales information contained in the Carrier's flight documents is made available for the purposes of the Carrier only.

14.2 Neither Party to this Agreement shall disclose any information contained in this Agreement, and Annexure to third parties without the prior written consent of the other Party, unless such information is specifically required by law or by governmental or other applicable authorities' regulations, in which case the other Party will be notified accordingly.

15 SUB-CONTRACTING OF SERVICES

15.1 The Handling Company is entitled to delegate any of the agreed services to subcontractors subject to the Carrier's consent, which consent shall not be unreasonably withheld. It is understood that, in this case, the Handling Company shall nevertheless be responsible to the Carrier for the proper

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rendering of such services as if they had been performed by the Handling Company itself.

15.2 The Carrier shall not appoint any other company or organisation to provide the services which the Handling Company has agreed to provide by virtue of this Agreement, save where the Carrier has persistently complained about and documented in writing poor service delivery and such complaints were not heeded by the Handling Company within the required timeframes where such are detailed in the Service Level to be attached hereto.

15.3 The Handling Company shall under no circumstances charge the Carrier a mark-up fee for charges by the sub-contractor(s) to the Handling Company. The Carrier shall be liable only for the contracted costs with the Handling Company.

16 CARRIER'S REPRESENTATION

16.1 The Carrier reserves the right to assign a representative to oversee the provision of the services contemplated in this Agreement, at its own cost. Such representative(s) and representative(s) of the Carrier's head office may inspect the services furnished to the Carrier by the Handling Company pursuant to this Agreement, advise and assist the Handling Company and render to the Carrier's clients such assistance as shall not unreasonably interfere with the furnishing of services by the Handling Company.

16.2 The Carrier may, by prior written notice to the Handling Company and at its own cost, engage an organisation (hereinafter referred to as 'the Supervisor') to supervise the services of the Handling Company. Such notice shall contain a description of the services to be supervised. The Supervisor shall have the same authority as the Carrier's representative(s) defined above.

16.3 Such assistance, when performed by the Carrier's representative(s) and/or Supervisor(s) will be the sole responsibility of the Carrier, unless requested by the Handling Company.

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17 STANDARD OF WORK

17.1 The Handling Company shall carry out all services covered in this Agreement in accordance with the Carrier's written instructions and procedures, receipt of which must be confirmed in writing to the Carrier by the Handling Company.

17.2 In the case of absence of instructions by the Carrier, the Handling Company shall follow its own standard practices and procedures provided they comply with the applicable IATA and/or ICAO and/or other governing rules, regulations and procedures.

17.3 The Handling Company agrees to take all possible steps to ensure that, with regard to contracted services, the Carrier's Aircraft, crews, passengers and load receive preferential treatment over any other Carriers which the Handling Company might provide services to at the same location.

17.4 The Handling Company agrees to ensure that authorisations of specialised personnel performing services for the Carrier are kept up-to-date. If at any time the Handling Company is unable to provide authorised personnel as requested by the Carrier, the Handling Company shall inform the Carrier immediately.

17.5 The Handling Company shall ensure that the all technical equipment supplied for performing services for the Carrier is in good working condition at all times. Should the Handling Company be unable to provide the technical equipment as requested by the Carrier, the Handling Company shall inform the Carrier immediately.

17.6 The Handling Company agrees to ensure that personnel performing services for the Carrier are provided with the necessary safety equipment i.e. goggles, earplugs, safety shoes, suitable clothing, rags, buckets, mops, etc.

17.7 The Carrier shall supply the Handling Company with sufficient information and instructions to enable the Handling Company to perform its handling properly.

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17.8 In the provision of the services as a whole, due regard shall be paid to safety, security, local and international regulations, applicable IATA and/or ICAO and/or other governing rules, regulations and procedures in such a manner that delays and damage to the Carrier's Aircraft and load are avoided and the general public is given the best impression of air transport.

17.9 The Handling Company must report to the Carrier's representative immediately all loss of or damage, threatened or actual, to aircraft and loads noticed in the course of the handling or which in any other way comes to the knowledge of the Handling Company.

17.10 The Parties shall reach mutual agreement on the quality standards for any services, not excluding those covered by Sub-Article 15.1 above. Such quality standards for a specific location may form part of the applicable Annex B. The Handling Company agrees to take all reasonably possible steps to ensure that, with regard to contracted services, the agreed upon quality standards will be met.

17.11 The Carrier may at its own cost, by prior written notice, audit the designated services in the applicable Annexure. Such notice shall contain a description of the area(s) to be audited. The Handling Company shall cooperate with the Carrier and will undertake any corrective action(s) required.

17.12 In provision of the Services, the Parties agree to comply with any applicable data protection laws.

17.13 The Handling Company shall be able to demonstrate a Safety Management System in use following IATA AHM610 and/or ICAO, local and international regulations, or other governing rules.

17.14 The Handling Company shall promote awareness and strive to achieve best practices in Environmental and Social Responsibility.

18. PERFORMANCE MEASUREMENT

18.1 Performance shall be measured by way of specific measurements, Carrier feedback and random sampling.

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18.2 The Parties shall conduct annual reviews, to assess the performance of the Service Provider and renewal of the Agreement shall be subject to the outcome of such performance review(s).

19. PENALTIES

In the event of the Carrier experiencing delays which are wholly and solely attributable to the Handling Company, the Carrier shall be entitled to compensation in the form penalties set out in Table 1 below on the following conditions:

19.1 Penalties shall not apply when the aircraft is operating 25 or more minutes off Schedule.

19.2 Penalties shall apply when the delay is wholly and solely attributable to the Handling Company.

19.3 The Carrier shall give written notice to the Handling Company of its intention to exercise its rights in terms of this clause 19 within 48 hours of the incident and shall indicate the applicable penalty. The Handling Company shall raise a credit note on receipt and agreement to the said notice.

19.4 The delay penalties shall be set off from the Handling Company's monthly payment.

19.5 Penalties (as per the table below) to be applied per incident.

Table 1

<u>Delay (Minutes)</u>	<u>Applicable Penalties</u>
11-20	20% of handling fee
21-30	30% of handling fee
31-40	40% of handling fee
41>	100% of handling fee

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20 REMUNERATION

20.1 In consideration of the Handling Company providing the services, the Carrier agrees to pay to the Handling Company the charges set out in the relevant Annex B hereto, including any additional expenditure incurred for providing the services referred to in this Agreement.

20.2 The charges set out in the Annex B hereto are not inclusive of any the following:

20.2.1 any charges, fees or taxes imposed or levied by the Airport, Customs or other authorities against the Carrier or the Handling Company in connection with the provision of services herein by the Handling Company or in connection with the Carrier's flights.

21 ACCOUNTING AND SETTLEMENT

21.1 The Handling Company shall invoice the Carrier monthly with the charges arising from the provision of the handling services listed in the relevant Annexure at the rates of charges set out therein or provided by the Handling Company to the Carrier in terms of this Agreement.

21.2 When invoicing the Carrier for services rendered in terms of this Agreement the Handling Company shall furnish the Carrier, where applicable, with supporting documentation duly signed by the Carrier's representative.

21.3 The Handling Company shall submit an invoice to the Carrier monthly and the Carrier shall make payment within thirty (30) days from date of receipt of invoice.

21.4 If the Carrier disagrees with any item(s) in the invoice submitted by the Handling Company, it may withhold payment only on that item(s) and shall effect payment on the remainder of the invoice, pending resolution of the

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disputed item. The Carrier shall communicate to the Handling Company its reason for withholding payment on an invoice item(s). The deadline for payment for any disputed item(s) will be deemed extended until fifteen (15) days after the resolution of such dispute. Both parties shall use best endeavours and utmost good faith to resolve such within thirty (30) days from date of short payment falling which the Handling Company may invoke the settlement of disputes process (Article 32 hereof).

22 LIABILITY AND INDEMNITY

22.1 All references in this clause referring to:

22.1.1 "the Carrier" or "the Handling Company" shall include their directors, employees, servants, agents and subcontractors;

22.1.2 "ground support equipment" shall mean all equipment used in the performance of ground handling services included in the relevant Annex hereto, whether fixed or mobile, and

22.1.3 "act or omission" shall exclude gross negligence and/or willful misconduct.

22.2 Save where provided otherwise, the Carrier shall not make any claim against the Handling Company and shall indemnify it (subject as hereinafter provided) against any legal liability for claims or suits, including costs and expenses incidental thereto, in respect of:

22.2.1 delay, injury or death of persons carried or to be carried by the Carrier;

22.2.2 injury or death of any employee of the Carrier;

22.2.3 damage to or delay or loss of baggage, cargo or mail carried or to be carried by the Carrier, and

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for claims or suits, including costs and expenses incidental thereto, in respect of:

22.6.1 injury to or death of any employees of the Handling Company, its servants, agents or subcontractors; and

22.6.2 damage to or loss of property owned or operated by, or on behalf of, the Handling Company and any consequential loss or damage;

arising from an act or omission of the Carrier in the performance of this Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with knowledge that damage, death, delay, injury or loss would probably result.

22.7 Notwithstanding the provisions of clause 22.2.4 above, the Handling Company shall indemnify the Carrier against any physical loss of or damage to the Carrier's Aircraft caused by the Handling Company's negligent act or omission:

➤ **PROVIDED ALWAYS THAT** the Handling Company's liability shall be limited to any such loss of or damage to the Carrier's Aircraft in an amount not exceeding the level of deductible under the Carrier's Hull All Risk Policy which shall not, in any event, exceed USD 1,500,000.

22.8 For the avoidance of doubt, save as expressly stated, sub-clause 22.7 does not affect or prejudice the generality of the provisions of Sub-Article 22.2 including the principle that the Carrier shall not make any claim against the Handling Company and shall indemnify it against any liability in respect of any and all consequential loss or damage, save where same is a result of the Handling Company's gross negligence and/or wilful conduct.

22.9 Furthermore, notwithstanding sub-clause 22.2.3, the Handling Company shall indemnify the Carrier against direct loss of or damage to the Carrier's cargo (excluding Mail) caused by the negligent act or omission by or on behalf of the Handling Company in the provision of the services and/or the supply of goods under this Agreement provided always that the Handling Company's liability shall be limited to as set out in article 22.3 of the Montreal Convention 1999 or any amendment to that Convention in force at

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the time of the loss or damage or to the actual compensation paid out by the Carrier, whichever is less. In any event, the total amount of a claim in terms of sub-clause 22.9 shall not exceed USD 1,000,000.

22.10 Any claim shall be submitted within the time limits set out in article 31.2 of the Montreal Convention 1999. For the avoidance of doubt, the liability of the Handling Company shall never exceed the liability of the Carrier.

23 CHARGES

23.1 The charges for the services shall be as set out in the Appendices and are based on the Carrier's existing schedule. Charges for other services not covered in the applicable Annexure will be agreed upon on an ad hoc basis.

23.2 All charges set out in this Agreement shall be adjusted annually based on the applicable South African Consumer Price Index (CPI) rate, as per www.statssa.gov.za, comprised of the average of the previous twelve (12) months CPI rate. The adjustment shall be effective on the annual anniversary date of this Agreement.

24 DURATION

24.1 Notwithstanding the date of signature, this Agreement shall commence on 1 June 2016 and shall remain in operation for forty (40) months subject to the continued existence of the agreement between the Carrier and the North West Province, which if terminated, will result in the immediate termination of this agreement or unless terminated in accordance with the provisions of this Agreement or otherwise in accordance with the law.

24.2 This Agreement may be extended by written agreement of both Parties.

25 TERMINATION

25.1 The Carrier may terminate the agreement should the Handling Company not perform services to the agreed standards specified in the Service Level Agreement. The Handling Company will be granted 30 (thirty) days from

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date of written notification of the service level deviation to rectify it. Should the service level not be adequately improved within this period the Carrier may terminate the Agreement by giving one (1) calendar month written notice to that effect.

25.2 Termination by the Handling Company of all or any part of the services to be furnished requires 60 (sixty) days prior notice to the Carrier. In the event of part termination of services, consideration shall be given to an adjustment of charges.

26 APPLICABLE LAW

This Agreement shall be governed and construed in accordance with the laws of the Republic of South Africa.

27 ENTIRE AGREEMENT

This Agreement shall supersede any previous arrangements between the Parties governing the provision of services at locations referred in the relevant Appendices hereto. This Agreement contains all the express provisions agreed on by the parties with regard to the subject matter of the Agreement and the parties waive the right to rely on any alleged express provision not contained in this Agreement.

28 NO REPRESENTATIONS

Neither party may rely on any representation, which allegedly induced that party to enter into this Agreement, unless the representation is recorded in this Agreement.

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29 VARIATION, CANCELLATION AND WAIVER

No contract varying, adding to, deleting from or cancelling this Agreement, and no waiver of any right under this Agreement, shall be effective unless reduced to writing and signed by or on behalf of both parties.

30 INDULGENCES

30.1 If either party at any time breaches any of that party's obligations under this Agreement, the other party ("the aggrieved party") may at any time after that breach, exercise any right that became exercisable directly or indirectly as a result of the breach, unless the aggrieved party has expressly elected in writing or by clear and unambiguous conduct, amounting to more than mere delay, not to exercise the right; and shall not be stopped (i.e. precluded) from exercising its rights arising out of that breach, despite the fact that the aggrieved party may have elected or agreed on one or more previous occasions not to exercise the rights arising out of any similar breach or breaches.

30.2 If the aggrieved party is willing to relinquish that right, the aggrieved party will on request do so in writing.

31 CESSION

Neither party may cede that party's rights or delegate that party's obligations without the prior written consent of the other party, which consent shall not be unreasonably withheld.

32 SETTLEMENT OF DISPUTES

32.1 It is recorded that a good relationship between the Parties is essential for the optimal achievement of the objectives of the Agreement and therefore the Parties agree and commit themselves to use best endeavours at all times

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to achieve speedy resolution of any matter or dispute arising in regard to implementation of this Agreement through engagement with each other.

32.2 Should any difference or dispute at any time arise between the Parties, the duly authorised Senior Officials of each Party shall meet within fourteen (14) days, or such period as the Parties may agree, from the date on which the dispute arose to resolve the dispute amicably.

32.3 Should the dispute not be resolved at such meeting, or extended meeting as the Parties may agree to in writing, then either of the Parties shall be entitled to refer the dispute to the Arbitration Foundation of Southern Africa (AFSA) to be determined by arbitration in terms of Arbitration Act 42 of 1965 as amended, such arbitration shall be held in Johannesburg.

32.3 The above provision shall however not preclude either Party approaching the High Court for urgent interim relief.

33 SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law but if any provision of this Agreement shall be unenforceable or invalid under the applicable law, such invalidity or unenforceability shall not affect the other provisions of this Agreement, all of which shall remain in full force and effect.

34 CONFIDENTIALITY

Neither party shall under any circumstances divulge any information acquired as a result of this Agreement to a third party without the prior written consent of the other party to this Agreement. This provision will survive the expiry or early termination of this Agreement.

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35 DOMICILIA CITANDI ET EXECUTANDI

The parties choose as their domicilium citandi et executandi for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses:

SOUTH AFRICAN EXPRESS AIRWAYS:

Physical Address:

2nd Floor, Block E Offices

Airways Park, 1 Jones Road

OR Tambo International Airport

Postal Address: P. O. Box 101

O.R. Tambo International Airport

1627

VALOTECH FACILITIES MANAGEMENT CC

Physical Address:

34 Impala Street

Golf View

Mafikeng

North West

2745

Postal Address: P O Box 4587

Mmabatho

North West

2735

36 FORCE MAJEURE

36.1 Notwithstanding any contrary provisions of this Agreement, no failure or omission by either party to carry out or observe any of the terms and conditions of this Agreement shall give rise to any claim by the other of them or any other party, or be deemed to be a breach of this Agreement, if same

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is caused by or arises as a result of force majeure, act of God, vis major or any act or direction of or limitation imposed by any governmental or statutory body, or war, strikes, civil commotion, riots, labour unrest, consumer boycotts, or any cause reasonably beyond the control of the party thus prevented from performing its obligations, provided, however, such party:

36.1.1 engages all its reasonable efforts to the extent reasonably possible to avoid and/or remedy such situation;

36.1.2 gives the other of them written notice of such situation as soon as possible after it becomes aware of the fact that such situation may arise or has arisen.

36.2 In the event of any cause reasonably beyond the control of the Carrier or Handling Company arising and preventing them or any one of them from carrying out their obligations in terms of this Agreement, such performance of obligations shall be suspended during such period of inability by either of them to perform its obligations under this Agreement, provided, however, that nothing herein contained shall extinguish, delay, or suspend the obligations of such party to liquidate all its outstanding liabilities under this Agreement which accrued or became due before the period of suspension, or which it is not prevented from discharging by the circumstances giving rise to the suspension. For the avoidance of doubt, lack of funds shall not constitute force majeure.

36.3 During any suspension contemplated in 36.2, the party affected by such suspension shall be entitled to obtain the services and/or facilities of which it is deprived as a result of such suspension from any other person.

37 DEFAULT AND TERMINATION

37.1 An event of default shall occur if:

37.1.1 Any party fails to pay any undisputed amount that is due to another party in terms of this Agreement, and does not remedy such failure

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within 14 (fourteen) working days of receipt of written notice from such other party calling upon it to do so; or

37.1.2 Any party defaults in the performance of any other material provision of this Agreement, and such default continues for a period of 14 (fourteen) days (or such longer period as may reasonably be required to remedy such default) after receipt of notice from any other party calling upon it to remedy such default; or

37.1.3 Any party makes any general assignment for the benefit of its creditors or compromises with its creditors generally; or

37.1.4 Any party is placed under provisional or final liquidation or provisional or final judicial management; or

37.1.5 The license of either party to conduct its business is suspended or revoked.

37.2 Upon the happening of an event of default, the non-defaulting party may by written notice to the defaulting party either demand specific performance from the party in default, or cancel this Agreement, without prejudice to the non-defaulting party's right to claim damages from the party in default.

38 LEGAL COSTS

Each party shall bear that party's own legal costs of and incidental to the negotiation, preparation, setting, signing and implementation of this Agreement.

SIGNED at MAHIKENG on this 1st day of June 2016 in the presence of the undersigned witness.

AS WITNESS:

WITNESS 1. _____

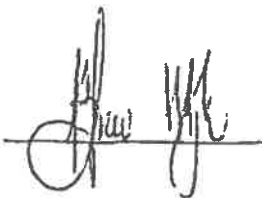
pp. Security
(WARRANTING HIS AUTHORITY TO SIGN)

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WITNESS 2.



For: SOUTH AFRICAN EXPRESS
AIRWAYS SOC LIMITED

Name: Inati Ntshanga

Designation: Chief Executive Officer

SIGNED at _____ on this ____ day of June 2016 in the presence
of the undersigned witness.

AS WITNESS:

WITNESS 1.



(WARRANTING HIS/HER AUTHORITY TO SIGN)

For: VALOTECH FACILITIES MANAGEMENT
CC

WITNESS 2.

Name: _____

Designation: _____



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Annexure “8.4”



STANDARD GROUND HANDLING AGREEMENT SIMPLIFIED PROCEDURE

**ANNEX B - LOCATIONS, AGREED SERVICES, FACILITIES AND CHARGES
to the Standard Ground Handling Agreement (SGHA)**

Between

SOUTH AFRICAN EXPRESS AIRWAYS SOC LIMITED

Registration Number: 1990/007412/30

(Hereinafter referred to as "the Carrier")

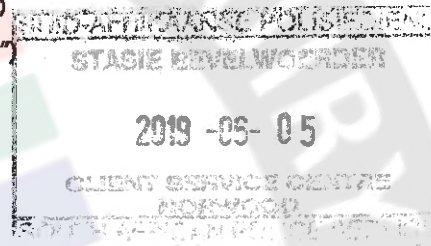
And

KORENEKA EVENT MANAGERS

T/A KORENEKA TRADING AND PROJECTS

Registration Number: 2007/051834/23

(Hereinafter referred to as "the Handling Company")



This Annex : B1.0
for the location : North West Province Airport Operations – Pilanesburg and Mahikeng
is valid from : 01 May 2015 until 30 April 2020
and replaces : Nil

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1 RECORDALS

- 1.1 **SOUTH AFRICAN EXPRESS AIRWAYS SOC LIMITED** is a state owned company duly incorporated in terms of the company laws of the Republic of South Africa, having its principal place of business situated at 2nd Floor, E Block, Airways Park, Jones Road, Kempton Park, Republic of South Africa.
- 1.2 **[KORENEKA TRADING AND PROJECTS T/A KORENEKA FACILITIES MANAGEMENT]** is a private company duly incorporated in terms of the company laws of the Republic of South Africa, having its principal place of business situated at Peter Wagner Avenue, Mogwase, Sun City Road, North West Province, Republic of South Africa.

2 PREAMBLE

This Annex is prepared in accordance with the simplified procedure whereby the Parties agree that the terms of the Main Agreement and Annex A of the SGHA of January 2013, as published by IATA shall apply as if such terms were repeated here in full, unless amended by the provisions of this Annex, in which case the provisions of this Annex shall prevail. Both parties confirm they are familiar with the aforementioned Main Agreement and Annex A.

The parties hereby record their agreement that the Handling Company will provide Ground Handling services to the Carrier at the location set out in the relevant Appendices attached hereto.

3 GENERAL

- 3.1 The Carrier and the Handling Company agree to give the highest importance to the compliance to all applicable laws and regulations governing their activities and expects its agents and contractors to do the same. Of particular concern are laws relating to anti-bribery, anti-trust and labour relations (including but not limited to the prohibition of child labour).
- 3.2 The Handling Company shall comply at all times with and shall ensure that its employees, subcontractors and agents comply with:
- 3.2.1 All laws and regulations applicable in its country of establishment and all other countries in which services are provided under this Agreement;
- 3.2.2 Applicable IATA and/or ICAO and/or other governing rules, regulation and procedures;
- 3.2.3 All international treaties and regulations that apply in general to commerce and in particular to the operation of aircraft, transportation of passengers and air freight or mail.

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- 3.3 The Carrier and the Handling Company shall ensure that their respective personnel assigned to the performance of this Agreement are aware of all relevant legislation applicable to commerce in general, aircraft operation, passenger transportation and air freight.
- 3.4 Further, the Carrier and the Handling Company shall ensure that all their respective employees assigned to the performance of this Agreement where applicable, are made aware of the essentials of rules and/or regulations governing competition, antitrust, bribery, kick-backs, secret commissions and payments to government officials in its country of residence, establishment as well as such regulations with extraterritorial applications.

4 PROVISION OF SERVICES

- 4.1 The services will be made available within the limits of possibilities of the Handling Company and in accordance with the applicable IATA and/or ICAO and/or other governing rules, regulations and procedures.
- 4.2 It is not considered necessary or possible to specify every detail of the services to be rendered in terms of this Agreement it being generally understood what such services are and the standards to be attained in their performance.

5. HANDLING COMPANY'S WARRANTIES

- 5.1. The Handling Company warrants the Carrier that -
- 5.1.1 it will discharge their obligations under this Agreement with all due skill, care and diligence;
 - 5.1.2 for the duration of this Agreement, it shall maintain the B-BBEE status it had upon its appointment by the Carrier to provide the Services;
 - 5.1.3 it will be solely responsible for the payment of remuneration of the Personnel and associated benefits, if any, and for withholding and remitting income tax for its Personnel in conformance with any applicable laws and regulations;
 - 5.1.4 it understands and accepts that within the Carrier operational environment, strict safety operational controls, measures, policies, rules, laws, processes and procedures apply. The Handling Company will ensure full compliance at all times and it will ensure that maximum care and attention is exercised for the safety of all concerned.

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6 DOCUMENTS FOR GROUND HANDLING

Documents used for ground handling will be the Handling Company's own documents, where applicable, provided these documents comply with standardised formats that may apply under IATA and/or ICAO and/or other governing rules, regulations and procedures.

7 SCHEDULED FLIGHTS

7.1 The Handling Company agrees to provide, for the Carrier's Aircraft for flights operating on an agreed schedule at the agreed location.

7.2 The Carrier, in turn, agrees to inform the Handling Company as soon as possible about any changes of schedule and/or frequencies and/or types of aircraft. Such notification must be in writing and provided to the Handling Company not less than seven (7) days in advance, unless the changes relate to irregular operations, wherein the Carrier shall inform the Handling Company as soon as it becomes aware of the situation.

8 EXTRA FLIGHTS

The Handling Company will also provide the services to the Carrier's aircraft for flights, in addition to the agreed schedule, at the same locations, provided that 48 (forty-eight) hours prior notice is given and the provision of such additional services will not prejudice commitments already undertaken by the Handling Company.

9 PRIORITY

9.1 In case of multiple handling of the Carrier's flights, the Carrier shall inform the Handling Company in writing, which flights to prioritise, between scheduled, non-scheduled and irregular operating flights and shall exempt the Handling Company from any impact on service level obligations that may result directly from the Carrier's election in this regard.

9.2 Flights that operate by more than one hour (1HR) from their scheduled departure or arrival time will be considered "out of schedule" and handled as such.

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10 EMERGENCY ASSISTANCE

10.1 It is the responsibility of the Handling Company to participate in local emergency response plan(s) in order to provide support to the Carrier in event of an emergency including but not limited to, forced landing, accidents or acts of violence. The Carrier will contact the Handling Company to establish the carrier's needs in an emergency and provide the Handling Company its current emergency procedures. In the absence of the Carrier's instructions, in part or whole, the Handling Company shall follow its own emergency response plan(s).

10.2 In case of emergency, the Handling Company shall without delay activate its local emergency plan(s) which includes the immediate notification to the Carrier and establish open-line communications with the Carrier. The Handling Company shall take all reasonable measures to assist passengers, crew and family members and to safeguard and protect baggage, cargo and mail carried in the aircraft from loss or damage in co-operation with the relevant local authorities. All documentation and information pertaining to the emergency is the property of the Carrier and shall be held confidentially by the Handling Company, unless such documentation and information is specifically required by applicable law or by governmental or local authorities' regulations. The Carrier shall reimburse the Handling Company for expenses and disbursements incurred in rendering such assistance.

10.3 The Carrier shall reimburse the Handling Company at cost for any expenses incurred in rendering such assistance.

11 ADDITIONAL SERVICES

11.1 As far as reasonably possible, the Handling Company will, upon request, provide to the Carrier any additional services. Such services may be governed by special conditions and costs to be agreed between the Parties in writing, twenty four (24) hours before the event. Such services will consist of any request made by the Carrier not covered in the attached appendices.

12 PERSONNEL

12.1 The Handling Company shall recruit suitable personnel responsible for the provision of services, which shall consists of:

12.1.1 Three (3) Customer Service Agents (CSA); and

12.1.2 Three (3) General Workers.

12.2 The above mentioned personnel shall, with the assistance of the Carrier, receive ground handling training, to enable them to fully discharge their functions.

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- 12.3 The Carrier shall provide the personnel with uniform, which will be issued once a year, in accordance with the Carrier's Uniform Policy.

13 OTHER LOCATIONS

In case of occasional flights of the Carrier's Aircraft to locations which are not designated in the present Agreement, where the Handling Company maintains a ground handling organisation, the Handling Company shall, on request, make every reasonable effort, subject to the means locally available, to furnish necessary services. The Handling Company shall charge the Carrier in accordance to the rates agreed to, in this Agreement.

14 FAIR PRACTICES

- 14.1 The Handling Company will take all practicable measures to ensure that sales information contained in the Carrier's flight documents is made available for the purposes of the Carrier only.

- 14.2 Neither Party to this Agreement shall disclose any information contained in this Agreement, and Annexure to third parties without the prior written consent of the other Party, unless such information is specifically required by law or by governmental or other applicable authorities' regulations, in which case the other Party will be notified accordingly.

15 SUB-CONTRACTING OF SERVICES

- 15.1 The Handling Company is entitled to delegate any of the agreed services to subcontractors subject to the Carrier's consent, which consent shall not be unreasonably withheld. It is understood that, in this case, the Handling Company shall nevertheless be responsible to the Carrier for the proper rendering of such services as if they had been performed by the Handling Company itself.

- 15.2 The Carrier shall not appoint any other company or organisation to provide the services which the Handling Company has agreed to provide by virtue of this Agreement, save where the Carrier has persistently complained about and documented in writing poor service delivery and such complaints were not heeded by the Handling Company within the required timeframes where such are detailed in the Service Level to be attached hereto.

- 15.3 The Handling Company shall under no circumstances charge the Carrier a mark-up fee for charges by the sub-contractor(s) to the Handling Company. The Carrier shall be liable only for the contracted costs with the Handling Company.

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16 CARRIER'S REPRESENTATION

16.1 The Carrier reserves the right to assign a representative to oversee the provision of the services contemplated in this Agreement, at its own cost. Such representative(s) and representative(s) of the Carrier's head office may inspect the services furnished to the Carrier by the Handling Company pursuant to this Agreement, advise and assist the Handling Company and render to the Carrier's clients such assistance as shall not unreasonably interfere with the furnishing of services by the Handling Company.

16.2 The Carrier may, by prior written notice to the Handling Company and at its own cost, engage an organisation (hereinafter referred to as 'the Supervisor') to supervise the services of the Handling Company. Such notice shall contain a description of the services to be supervised. The Supervisor shall have the same authority as the Carrier's representative(s) defined above.

16.3 Such assistance, when performed by the Carrier's representative(s) and/or Supervisor(s) will be the sole responsibility of the Carrier, unless requested by the Handling Company.

17 STANDARD OF WORK

17.1 The Handling Company shall carry out all services covered in this Agreement in accordance with the Carrier's written instructions and procedures, receipt of which must be confirmed in writing to the Carrier by the Handling Company.

17.2 In the case of absence of instructions by the Carrier, the Handling Company shall follow its own standard practices and procedures provided they comply with the applicable IATA and/or ICAO and/or other governing rules, regulations and procedures.

17.3 The Handling Company agrees to take all possible steps to ensure that, with regard to contracted services, the Carrier's Aircraft, crews, passengers and load receive preferential treatment over any other Carriers which the Handling Company might provide services to at the same location.

17.4 The Handling Company agrees to ensure that authorisations of specialised personnel performing services for the Carrier are kept up-to-date. If at any time the Handling Company is unable to provide authorised personnel as requested by the Carrier, the Handling Company shall inform the Carrier immediately.

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- 17.5 The Handling Company shall ensure that the all technical equipment supplied for performing services for the Carrier is in good working condition at all times. Should the Handling Company be unable to provide the technical equipment as requested by the Carrier, the Handling Company shall inform the Carrier immediately.
- 17.6 The Handling Company agrees to ensure that personnel performing services for the Carrier are provided with the necessary safety equipment i.e. goggles, earplugs, safety shoes, suitable clothing, rags, buckets, mops, etc.
- 17.7 The Carrier shall supply the Handling Company with sufficient information and instructions to enable the Handling Company to perform its handling properly.
- 17.8 In the provision of the services as a whole, due regard shall be paid to safety, security, local and international regulations, applicable IATA and/or ICAO and/or other governing rules, regulations and procedures in such a manner that delays and damage to the Carrier's Aircraft and load are avoided and the general public is given the best impression of air transport.
- 17.9 The Handling Company must report to the Carrier's representative immediately all loss of or damage, threatened or actual, to aircraft and loads noticed in the course of the handling or which in any other way comes to the knowledge of the Handling Company.
- 17.10 The Parties shall reach mutual agreement on the quality standards for any services, not excluding those covered by Sub-Article 15.1 above. Such quality standards for a specific location may form part of the applicable Annex B. The Handling Company agrees to take all reasonably possible steps to ensure that, with regard to contracted services, the agreed upon quality standards will be met.
- 17.11 The Carrier may at its own cost, by prior written notice, audit the designated services in the applicable Annexure. Such notice shall contain a description of the area(s) to be audited. The Handling Company shall cooperate with the Carrier and will undertake any corrective action(s) required.
- 17.12 In provision of the Services, the Parties agree to comply with any applicable data protection laws.
- 17.13 The Handling Company shall be able to demonstrate a Safety Management System in use following IATA AHM610 and/or ICAO, local and international regulations, or other governing rules.
- 17.14 The Handling Company shall promote awareness and strive to achieve best practices in Environmental and Social Responsibility.

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18. PERFORMANCE MEASUREMENT

- 18.1 Performance shall be measured by way of specific measurements, Carrier feedback and random sampling.
- 18.2 The Parties shall conduct annual reviews, to assess the performance of the Service Provider and renewal of the Agreement shall be subject to the outcome of such performance review(s).

19. PENALTIES

In the event of the Carrier experiencing delays which are wholly and solely attributable to the Handling Company, the Carrier shall be entitled to compensation in the form penalties set out in Table 1 below on the following conditions:

- 19.1 Penalties shall not apply when the aircraft is operating 25 or more minutes off Schedule.
- 19.2 Penalties shall apply when the delay is wholly and solely attributable to the Handling Company.
- 19.3 The Carrier shall give written notice to the Handling Company of its intention to exercise its rights in terms of this clause 19 within 48 hours of the incident and shall indicate the applicable penalty. The Handling Company shall raise a credit note on receipt and agreement to the said notice.
- 19.4 The delay penalties shall be set off from the Handling Company's monthly payment.
- 19.5 Penalties (as per the table below) to be applied per incident.

Table 1

Delay (Minutes)	Applicable Penalties
11-20	20% of handling fee
21-30	30% of handling fee
31-40	40% of handling fee
41>	100% of handling fee

20. REMUNERATION

- 20.1 In consideration of the Handling Company providing the services, the Carrier agrees to pay to the Handling Company the charges set out in the relevant Annex B hereto, including any additional expenditure incurred for providing the services referred to in this Agreement.
- 20.2 The charges set out in the Annex B hereto are not inclusive of any the following:

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- 20.2.1 any charges, fees or taxes imposed or levied by the Airport, Customs or other authorities against the Carrier or the Handling Company in connection with the provision of services herein by the Handling Company or in connection with the Carrier's flights.

21 ACCOUNTING AND SETTLEMENT

- 21.1 The Handling Company shall invoice the Carrier monthly with the charges arising from the provision of the handling services listed in the relevant Annexure at the rates of charges set out therein or provided by the Handling Company to the Carrier in terms of this Agreement.
- 21.2 When invoicing the Carrier for services rendered in terms of this Agreement the Handling Company shall furnish the Carrier, where applicable, with supporting documentation duly signed by the Carrier's representative.
- 21.3 The Handling Company shall submit an invoice to the Carrier monthly and the Carrier shall make payment within thirty (30) days from date of receipt of invoice.
- 21.4 If the Carrier disagrees with any item(s) in the invoice submitted by the Handling Company, it may withhold payment only on that item(s) and shall effect payment on the remainder of the invoice, pending resolution of the disputed item. The Carrier shall communicate to the Handling Company its reason for withholding payment on an invoice item(s). The deadline for payment for any disputed item(s) will be deemed extended until fifteen (15) days after the resolution of such dispute. Both parties shall use best endeavours and utmost good faith to resolve such within thirty (30) days from date of short payment failing which the Handling Company may invoke the settlement of disputes process (Article 32 hereof).

22 LIABILITY AND INDEMNITY

- 22.1 All references in this clause referring to:
- 22.1.1 "the Carrier" or "the Handling Company" shall include their directors, employees, servants, agents and subcontractors;
- 22.1.2 "ground support equipment" shall mean all equipment used in the performance of ground handling services included in the relevant Annex hereto, whether fixed or mobile, and
- 22.1.3 "act or omission" shall exclude gross negligence and/or willful misconduct.

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22.2 Save where provided otherwise, the Carrier shall not make any claim against the Handling Company and shall indemnify it (subject as hereinafter provided) against any legal liability for claims or suits, including costs and expenses incidental thereto, in respect of:

22.2.1 delay, injury or death of persons carried or to be carried by the Carrier;

22.2.2 injury or death of any employee of the Carrier;

22.2.3 damage to or delay or loss of baggage, cargo or mail carried or to be carried by the Carrier, and

22.2.4 damage to or loss of property owned or operated by, or on behalf of, the Carrier and any consequential loss or damage;

arising from an act or omission of the Handling Company in the performance of this Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with the knowledge that damage, death, delay, injury or loss would probably result.

> **PROVIDED THAT** all claims or suits arising hereunder shall be dealt with by the Carrier; and

> **PROVIDED ALSO THAT** the Handling Company shall notify the Carrier of any claims or suits without undue delay and shall furnish such assistance as the Carrier may reasonably require.

22.3 The Carrier shall not make any claim against the Handling Company in respect of damage, death, delay, injury or loss to third parties caused by the operation of the Carrier's aircraft arising from an act or omission of the Handling Company in the performance of this Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with knowledge that damage, death, delay, injury or loss would probably result.

22.4 Notwithstanding the provisions of sub-clause 22.1, in the case of claims arising out of surface transportation which is provided on behalf of the Carrier and is part of the operation of loading/embarking or unloading/disembarking and/or is covered by the Carrier's Contract of Carriage the indemnity shall not exceed the limits specified in the said Contract of Carriage.

22.5 In the case of claims arising out of surface transportation which is not provided on behalf of the Carrier and/or is not part of the operation of loading/embarking or unloading/disembarking and/or is not covered by the Carrier's Contract of Carriage the waiver and indemnity herein contained shall not apply.

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22.6 The Handling Company shall not make any claim against the Carrier and shall indemnify it (subject as hereinafter provided) against any legal liability for claims or suits, including costs and expenses incidental thereto, in respect of:

22.6.1 injury to or death of any employees of the Handling Company, its servants, agents or subcontractors; and

22.6.2 damage to or loss of property owned or operated by, or on behalf of, the Handling Company and any consequential loss or damage;

arising from an act or omission of the Carrier in the performance of this Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with knowledge that damage, death, delay, injury or loss would probably result.

22.7 Notwithstanding the provisions of clause 22.2.4 above, the Handling Company shall indemnify the Carrier against any physical loss of or damage to the Carrier's Aircraft caused by the Handling Company's negligent act or omission:

➤ **PROVIDED ALWAYS THAT** the Handling Company's liability shall be limited to any such loss of or damage to the Carrier's Aircraft in an amount not exceeding the level of deductible under the Carrier's Hull All Risk Policy which shall not, in any event, exceed USD 1,500,000.

22.8 For the avoidance of doubt, save as expressly stated, sub-clause 22.7 does not affect or prejudice the generality of the provisions of Sub-Article 22.2 including the principle that the Carrier shall not make any claim against the Handling Company and shall indemnify it against any liability in respect of any and all consequential loss or damage, save where same is a result of the Handling Company's gross negligence and/or wilful conduct.

22.9 Furthermore, notwithstanding sub-clause 22.2.3, the Handling Company shall indemnify the Carrier against direct loss of or damage to the Carrier's cargo (excluding Mail) caused by the negligent act or omission by or on behalf of the Handling Company in the provision of the services and/or the supply of goods under this Agreement provided always that the Handling Company's liability shall be limited to as set out in article 22.3 of the Montreal Convention 1999 or any amendment to that Convention in force at the time of the loss or damage or to the actual compensation paid out by the Carrier, whichever is less. In any event, the total amount of a claim in terms of sub-clause 22.9 shall not exceed USD 1,000,000.

22.10 Any claim shall be submitted within the time limits set out in article 31.2 of the Montreal Convention 1999. For the avoidance of doubt, the liability of the Handling Company shall never exceed the liability of the Carrier.

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23 CHARGES

23.1 The charges for the services shall be as set out in the Appendices and are based on the Carrier's existing schedule. Charges for other services not covered in the applicable Annexure will be agreed upon on an ad hoc basis.

23.2 All charges set out in this Agreement shall be adjusted annually based on the applicable South African Consumer Price Index (CPI) rate, as per www.statssa.gov.za, comprised of the average of the previous twelve (12) months CPI rate. The adjustment shall be effective on the annual anniversary date of this Agreement.

24 DURATION

24.1 Notwithstanding the date of signature, this Agreement shall commence on 1 May 2015 and shall remain in operation for five (5) years subject to the continued existence of the agreement between the Carrier and the North West Province, which if terminated, will result in the immediate termination of this agreement or unless terminated in accordance with the provisions of this Agreement or otherwise in accordance with the law.

24.2 This Agreement may be extended by written agreement of both Parties.

25 TERMINATION

25.1 The Carrier may terminate the agreement should the Handling Company not perform services to the agreed standards specified in the Service Level Agreement. The Handling Company will be granted 30 (thirty) days from date of written notification of the service level deviation to rectify it. Should the service level not be adequately improved within this period the Carrier may terminate the Agreement by giving one (1) calendar month written notice to that effect.

25.2 Termination by the Handling Company of all or any part of the services to be furnished requires 60 (sixty) days prior notice to the Carrier. In the event of part termination of services, consideration shall be given to an adjustment of charges.

26 APPLICABLE LAW

This Agreement shall be governed and construed in accordance with the laws of the Republic of South Africa.

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27 ENTIRE AGREEMENT

This Agreement shall supersede any previous arrangements between the Parties governing the provision of services at locations referred in the relevant Appendices hereto. This Agreement contains all the express provisions agreed on by the parties with regard to the subject matter of the Agreement and the parties waive the right to rely on any alleged express provision not contained in this Agreement.

28 NO REPRESENTATIONS

Neither party may rely on any representation, which allegedly induced that party to enter into this Agreement, unless the representation is recorded in this Agreement.

29 VARIATION, CANCELLATION AND WAIVER

No contract varying, adding to, deleting from or cancelling this Agreement, and no waiver of any right under this Agreement, shall be effective unless reduced to writing and signed by or on behalf of both parties.

30 INDULGENCES

30.1 If either party at any time breaches any of that party's obligations under this Agreement, the other party ("the aggrieved party") may at any time after that breach, exercise any right that became exercisable directly or indirectly as a result of the breach, unless the aggrieved party has expressly elected in writing or by clear and unambiguous conduct, amounting to more than mere delay, not to exercise the right; and shall not be stopped (i.e. precluded) from exercising its rights arising out of that breach, despite the fact that the aggrieved party may have elected or agreed on one or more previous occasions not to exercise the rights arising out of any similar breach or breaches.

30.2 If the aggrieved party is willing to relinquish that right, the aggrieved party will on request do so in writing.

31 CESSION

Neither party may cede that party's rights or delegate that party's obligations without the prior written consent of the other party, which consent shall not be unreasonably withheld.

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32 SETTLEMENT OF DISPUTES

32.1 It is recorded that a good relationship between the Parties is essential for the optimal achievement of the objectives of the Agreement and therefore the Parties agree and commit themselves to use best endeavours at all times to achieve speedy resolution of any matter or dispute arising in regard to implementation of this Agreement through engagement with each other.

32.2 Should any difference or dispute at any time arise between the Parties, the duly authorised Senior Officials of each Party shall meet within fourteen (14) days, or such period as the Parties may agree, from the date on which the dispute arose to resolve the dispute amicably.

32.3 Should the dispute not be resolved at such meeting, or extended meeting as the Parties may agree to in writing, then either of the Parties shall be entitled to refer the dispute to the Arbitration Foundation of Southern Africa (AFSA) to be determined by arbitration in terms of Arbitration Act 42 of 1965 as amended, such arbitration shall be held in Johannesburg.

32.3 The above provision shall however not preclude either Party approaching the High Court for urgent interim relief.

33 SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law but if any provision of this Agreement shall be unenforceable or invalid under the applicable law, such invalidity or unenforceability shall not affect the other provisions of this Agreement, all of which shall remain in full force and effect.

34 CONFIDENTIALITY

Neither party shall under any circumstances divulge any information acquired as a result of this Agreement to a third party without the prior written consent of the other party to this Agreement. This provision will survive the expiry or early termination of this Agreement.

35 DOMICILIA CITANDI ET EXECUTANDI

The parties choose as their domicilium citandi et executandi for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses:

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SOUTH AFRICAN EXPRESS AIRWAYS:

Physical Address:

2nd Floor, Block E Offices
Airways Park, 1 Jones Road
OR Tambo International Airport

Postal Address:

P. O. Box 101
O.R. Tambo International Airport
1627

[KORENEKA TRADING AND PROJECTS T/A KORENEKA FACILITIES MANAGEMENT]

Physical Address:

No: 22 NWDC Building
1st Street Industrial Site
MAFIKENG
North West Province

Postal Address:

P. O. Box 2752
MAFIKENG
2745

36 FORCE MAJEURE

36.1 Notwithstanding any contrary provisions of this Agreement, no failure or omission by either party to carry out or observe any of the terms and conditions of this Agreement shall give rise to any claim by the other of them or any other party, or be deemed to be a breach of this Agreement, if same is caused by or arises as a result of force majeure, act of God, vis major or any act or direction of or limitation imposed by any governmental or statutory body, or war, strikes, civil commotion, riots, labour unrest, consumer boycotts, or any cause reasonably beyond the control of the party thus prevented from performing its obligations, provided, however, such party:

- 36.1.1 engages all its reasonable efforts to the extent reasonably possible to avoid and/or remedy such situation;
- 36.1.2 gives the other of them written notice of such situation as soon as possible after it becomes aware of the fact that such situation may arise or has arisen.

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36.2 In the event of any cause reasonably beyond the control of the Carrier or Handling Company arising and preventing them or any one of them from carrying out their obligations in terms of this Agreement, such performance of obligations shall be suspended during such period of inability by either of them to perform its obligations under this Agreement, provided, however, that nothing herein contained shall extinguish, delay, or suspend the obligations of such party to liquidate all its outstanding liabilities under this Agreement which accrued or became due before the period of suspension, or which it is not prevented from discharging by the circumstances giving rise to the suspension. For the avoidance of doubt, lack of funds shall not constitute force majeure.

36.3 During any suspension contemplated in 36.2, the party affected by such suspension shall be entitled to obtain the services and/or facilities of which it is deprived as a result of such suspension from any other person.

37 DEFAULT AND TERMINATION

37.1 An event of default shall occur if:

37.1.1 Any party fails to pay any undisputed amount that is due to another party in terms of this Agreement, and does not remedy such failure within 14 (fourteen) working days of receipt of written notice from such other party calling upon it to do so; or

37.1.2 Any party defaults in the performance of any other material provision of this Agreement, and such default continues for a period of 14 (fourteen) days (or such longer period as may reasonably be required to remedy such default) after receipt of notice from any other party calling upon it to remedy such default; or

37.1.3 Any party makes any general assignment for the benefit of its creditors or compromises with its creditors generally; or

37.1.4 Any party is placed under provisional or final liquidation or provisional or final judicial management; or

37.1.5 The license of either party to conduct its business is suspended or revoked.

37.2 Upon the happening of an event of default, the non-defaulting party may by written notice to the defaulting party either demand specific performance from the party in default, or cancel this Agreement, without prejudice to the non-defaulting party's right to claim damages from the party in default.

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38 LEGAL COSTS

Each party shall bear that party's own legal costs of and incidental to the negotiation, preparation, setting, signing and implementation of this Agreement.

SIGNED at **MAFIKENG** on this **15TH** day of **April 2015** in the presence of the undersigned witness.

AS WITNESS:

WITNESS 1. _____



WITNESS 2. _____

(WARRANTING HIS AUTHORITY TO SIGN)

For: **SOUTH AFRICAN EXPRESS
AIRWAYS SOC LIMITED**

Name: Inati Ntshanga

Designation: Chief Executive Officer

SIGNED at **MAFIKENG** on this **15th** day of **APRIL 2015** in the presence of the undersigned witness.

AS WITNESS:

WITNESS 1. _____



(WARRANTING HIS/HER AUTHORITY TO SIGN)

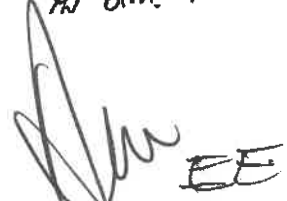
For: **[KORENEKA TRADING AND
PROJECTS T/A KORENEKA
FACILITIES MANAGEMENT]**

Name: Babadi Tlatsana

Designation: Director

WITNESS 2. _____

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ANNEXURE 2 OF ANNEX B

GROUND HANDLING SERVICE LEVEL AGREEMENT

between

KORENEKA TRADING AND PROJECTS
T/A KORENEKA FACILITIES MANAGEMENT
Registration Number: 2007/051834/23
(hereinafter referred to as "the Handling Company")

and

SOUTH AFRICAN EXPRESS AIRWAYS (SOC) LTD
Registration Number: 1990/007412/30
(hereinafter referred to as "the Carrier")

1. PREAMBLE

1.1 THIS SERVICE LEVEL AGREEMENT SERVES TO RECORD THE AGREEMENT BETWEEN THE PARTIES WITH REGARD TO EXPECTED STANDARD OF SERVICE DELIVERY EMANATING FROM THE STANDARD GROUND HANDLING AGREEMENT TO WHICH THIS SERVICE LEVEL AGREEMENT IS ATTACHED.

1.2 The standard of delivery of services set out in annexure B of the above-mentioned Standard ground Handling Agreement are addressed herein.

2. OPERATING FRAMEWORK

2.1 BASED ON THE TERMS AND CONDITIONS OF THE GROUND HANDLING AGREEMENT BETWEEN THE PARTIES, THE PARTIES HEREBY AGREE TO THE FOLLOWING AS IT RELATES TO THE SERVICES PROVIDED BY THE HANDLING COMPANY TO THE CARRIER.

2.1.1 The Handling Company shall familiarize itself with the flight schedule as published and operated by the Carrier. Any changes to the schedule shall be communicated to the Handling Company in accordance with the agreed processes.

- 2.1.2 The Handling Company shall, with the assistance of the Carrier, ensure proper training and re-qualification of personnel in its employ to ensure acceptable service level delivery.
- 2.1.3 The Handling Company shall ensure that all equipment utilised in the service of the Carrier' flights are maintained in a sound state and that operation thereof shall be done by qualified personnel.
- 2.1.4 The Carrier shall have a right to report to the Handling Company, all passenger related service delivery snags being encountered and the Handling Company shall address same instantly (where possible). Additionally, the Handling Company shall respond to the Carrier in writing within forty eight (48) hours of receipt of such notification setting out what has been done to address the identified snags or what the Handling Company intends to do to avoid recurrence of such snags.
- 2.1.5 In the interests of sustaining the relationship between them, the parties agree to meet regularly on a scheduled basis to discuss problems/solutions to issues affecting appropriate service delivery as agreed between the parties. The parties agree to meet at least once per month for these purposes.
- 2.1.6 The parties nominate the following people, for the purposes of the monthly meetings envisaged in clause 2.1.5 above:
- 2.1.6.1 The Carrier
- 2.1.6.2 The Handling Company

3. SERVICE KEY PERFORMANCE INDICATORS

- 3.1 The Handling Company's overall performance in respect of the Handling Company Scheduled Services shall be measured with reference to the following Service Key Performance Indicators and any other Service Key Performance Indicators agreed between the Parties from time to time in writing:
- 3.1.1 In the event of an air turn-back that necessitates off-loading of passengers, the Handling Company's personnel shall ensure that:
- A. the passengers from the relevant flight are deboarded and offloaded from the said flight;
- 3.1.2 All personnel dedicated to the Carrier shall always be in uniform and be neatly dressed. Further, such personnel shall report for duty timeously and take breaks as rostered.
- 3.1.3 Personnel who are on a break shall not be based at the counters as same creates a negative impression that they are available to provide the required service but are unwilling to do so.

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3.1.4 Further, the Handling Company shall ensure that personnel dedicated to service the Carrier shall not have their meals, drinks and/or snacks at the Check-in Counter or at Boarding Counters.

3.1.5 The Handling Company shall ensure that the dedicated personnel report at the boarding gates fifteen (15) minutes prior to the scheduled boarding time and adhere to the fifteen (15) minutes (domestic) offloading rule save where the Carrier gives instructions to the contrary.

4. COMMUNICATION

4.1 The Handling Company shall ensure that the Carrier personnel are equipped with communication radios for purposes of ensuring seamless communication amongst them.

4.2 The Handling Company shall ensure timeous activation of the boarding and closure of boarding times on the View Direct Monitors for purposes of ensuring that passengers are constantly aware of their respective flight details. Additionally, the boarding agents shall make verbal announcements relevant to the specific flight they are attending to where permitted.

5. FLIGHTS ARRIVAL

5.1 Personnel who meet the Carrier flights shall, upon receipt of an Actual Time of Arrival (ATA), aircraft registration number and the designated parking bay for the said flight, proceed to the designated aircraft parking bay at least ten (10) minutes prior to the flight's arrival.

6. ASSISTANCE TO SPECIAL NEEDS PASSENGERS

6.1 The Handling Company shall provide courteous and professional assistance to the Carrier' passengers who require special assistance in the same manner that the Handling Company provides such assistance to its passengers with due regard to the said passengers' particular needs.

6.2 Passengers with special needs include but are not limited to:
A. Wheelchair users; and
B. Mothers travelling with infants.

7. IRREGULAR OPERATIONS

7.1 The Handling Company shall take full responsibility for handling the Carrier' irregular operations, such as:

7.1.1 Flight diversions

7.1.2 Delays and calling of passengers

7.1.3 Denied boarding due to weight restriction

7.1.4 Timeous and regular communication/updates to passengers about any event of irregular operations;

7.1.5 Issuance of Meal Vouchers;

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- 7.1.6 Hotel bookings;
 7.1.7 Constants reports to the Carrier regarding any particular issue of importance which the Carrier's passengers are experiencing due to the irregular operations.

8. AUDIT ON TRAINING REQUIREMENTS

- 8.1 The Carrier shall conduct ad hoc audits on the Handling Company's personnel who are designated to the Carrier for purposes of gauging if the said personnel have undergone the requisite Ground Handling Training [To be defined] that enables them to have the necessary knowledge to perform their duties, execute the prescribed procedures and remain current.

9. OBSERVATION OF SAFETY

- 9.1 At all times the service delivery standards shall not compromise established international safety procedures.

10. PERFORMANCE MEASUREMENT

- 10.1 Performance will be measured by way of specific measurements, Carrier feedback and random sampling

HEADING	SERVICE	S/R*	TARGET
GENERAL	Liaise with local Authorities	S	100%
	Indicating that Handling Company is acting as Handling Agent for the Carrier	S	Clear Markings
	Inform interested parties concerning movements of Carrier's aircraft in accordance with the posting on FID boards etc	S	No delays Always Available
	On-time performance relating to activities controlled by the Service Provider. The said activities are identified by the delay codes set out (AHM 011)	S	99% Not more than 1% of the Carrier's delays will be attributed to the Handling Company
Passenger Handling	Provide assistance to disabled and other passengers requiring assistance. Dealings with passengers will always be courteous, friendly and helpful. The requested service should be provided in less than 5 minutes of receipt of the request.	R	100%
Baggage Handling	Communication of Offloading of no-show passengers' baggage at least fifteen (15) minutes (Domestic) and twenty (20) minutes (Regional) prior to STD.	S	100%
Incident Reporting	Immediately upon occurrence.	S	100%

bst 4/5/14

HEADING	SERVICE	S/R*	TARGET
IROPS Management	Manage Irregular operations at all stations	S	100%
Operations Management	<ul style="list-style-type: none"> - Airport Facilities Management - Airport Operations Management - Operations Staffing - Route Marketing - Strategic Partnerships 	S	100%
Adhoc Services	<ul style="list-style-type: none"> - Adhoc Services for 3rd party (NWPG) <ul style="list-style-type: none"> • Security Service • Fire Truck lease • Adhoc operational services 	R	100%

* S = Standard Service R= On Request

PdC

270



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EE.

Annexure “9”



STANDARD GROUND HANDLING AGREEMENT

between

SOUTH AFRICAN AIRWAYS (Pty) Ltd
Registration Number: 1997/022444/07
(hereinafter referred to as "the Handling Company")

and

SOUTH AFRICAN EXPRESS AIRWAYS (Pty) Ltd
Registration Number: 1990/007412/07
(hereinafter referred to as "the Carrier")

1. RECORDALS

- 1.1 **SOUTH AFRICAN AIRWAYS (Pty) Ltd** is a company duly incorporated in terms of the company laws of the Republic of South Africa, having its principal place of business situated at Airways Park, Jones Road, Kempton Park, Republic of South Africa.
- 1.2 **SOUTH AFRICAN EXPRESS AIRWAYS (Pty) Ltd** is a duly incorporated company in terms of the company laws of the Republic of South Africa, having its principal place of business situated at 4th Floor, West Wing Pier Development, OR TAMBO International Airport, Republic of South Africa.

2. **PREAMBLE**

- 2.1 The parties hereby record their Agreement that the Handling Company will provide Passenger Handling services to the Carrier at the locations set out in the relevant Appendices attached hereto.

3. **PROVISION OF SERVICES**

- 3.1 The services will be made available within the limits of possibilities of the Handling Company and in accordance with the applicable IATA and/or ICAO and/or other governing rules, regulations and procedures.
- 3.2 It is not considered necessary or possible to specify every detail of the services to be rendered in terms of this Agreement it being generally understood what such services are and the standards to be attained in their performance.

4. **DOCUMENTS FOR GROUND HANDLING**

- 4.1 Documents used for ground handling will be the Handling Company's own documents, where applicable, provided these documents comply with standardised formats that may apply under IATA and/or ICAO and/or other governing rules, regulations and procedures.

5. **SCHEDULED FLIGHTS**

- 5.1 The Handling Company agrees to provide for the Carrier's Aircraft for flights operating on an agreed schedule at the location(s) mentioned in the Appendices hereto, those services listed in the respective Appendices for the respective locations.
- 5.2 The Carrier, in turn, agrees to inform the Handling Company as soon as possible about any changes of schedule and/or frequencies and/or types of aircraft.

6. **EXTRA FLIGHTS**

- 6.1 The Handling Company will also provide the services to the Carrier's aircraft for flights in addition to the agreed schedule at the same locations, provided that reasonable prior notice is given and the provision of such additional services will not prejudice commitments already undertaken.

7. PRIORITY

- 7.1 In case of multiple handling, priority shall, as far as possible, be given to aircraft operating on schedule.

8. EMERGENCY ASSISTANCE

- 8.1 In case of emergency, including but not limited to, forced landings, accidents or acts of violence, the Handling Company shall without delay and without waiting for instructions from the Carrier take all reasonable and possible measures to assist passengers and crew and to safeguard and protect from loss or damage baggage, cargo and mail carried in the aircraft.
- 8.2 The Carrier shall reimburse the Handling Company at cost for any extra expenses incurred in rendering such assistance.

9. ADDITIONAL SERVICES

- 9.1 As far as possible, the Handling Company will, upon request, provide to the Carrier any additional services. Such services may be governed by special conditions to be agreed between the Parties.
- 9.2 In particular, the parties record that the Handling Company shall provide Ticket Sales services to THE Carrier's passengers at the Handling Company's Ticket Sales points.

10. OTHER LOCATIONS

- 10.1 In case of occasional flights of the Carrier's Aircraft at locations which are not designated in the present Agreement, where the Handling Company maintains a ground handling organisation, the Handling Company shall, on request, make every effort, subject to the means locally available, to furnish necessary services.

11. FAIR PRACTICES

- 11.1 The Handling Company will take all practicable measures to ensure that sales information contained in the Carrier's flight documents is made available for the purposes of the Carrier only.

- 11.2 Neither Party to this Agreement shall disclose any information contained in this Agreement, and Appendices to outside parties without the prior written consent of the other Party, unless such information is specifically required by applicable law or by governmental or authorities' regulations, in which case the other Party will be notified accordingly.

12. **SUB-CONTRACTING OF SERVICES**

- 12.1 The Handling Company is entitled to delegate any of the agreed services to subcontractors subject to the Carrier's consent, which consent shall not be unreasonably withheld. It is understood that, in this case, the Handling Company shall nevertheless be responsible to the Carrier for the proper rendering of such services as if they had been performed by the Handling Company itself.
- 12.2 Any sub-contracting of services and the provider(s) thereof will be recorded and such recordal shall be an Annexure to this Agreement.
- 12.3 In the vent of such sub-contracting of the services contracted for herein, the Carrier shall have the right to be exercised at its sole discretion of deciding to retain this Agreement or to terminate same in accordance with the termination provisions set out in this Agreement.
- 12.4 The Carrier shall not appoint any other company or organisation to provide the services which the Handling Company has agreed to provide by virtue of this Agreement, save where the Carrier has persistently complained about poor service delivery and such complaints were not heeded by the Handling Company within the required timeframes.

13. **CARRIER'S REPRESENTATION**

- 13.1 The Carrier reserves the right to assign a representative to oversee the provision of the services contemplated in this Agreement, on an ad hoc basis, at its own cost. Such representative(s) and representative(s) of the Carrier's may inspect the services furnished to the Carrier by the Handling Company pursuant to this Agreement, advise and assist the Handling Company and render to the Carrier's clients such assistance as shall not unreasonably interfere with the furnishing of services by the Handling Company.

13.2 The Carrier may, by prior written notice to the Handling Company and at its own cost, engage an organisation (hereinafter referred to as 'the Supervisor') to supervise the services of the Handling Company at the location(s) designated in the Appendices hereto. Such notice shall contain a description of the services to be supervised. The Supervisor shall have the same authority as defined above.

13.3 Such assistance, when performed by the Carrier's representative(s) and/or Supervisor(s) will be the sole responsibility of the Carrier, unless requested by the Handling Company.

14. STANDARD OF WORK

14.1 The Handling Company shall carry out all services covered in this Agreement in accordance with the Carrier's instructions, receipt of which must be confirmed in writing to the Carrier by the Handling Company.

14.2 In the case of absence of instructions by the Carrier, the Handling Company shall follow its own standard practices and procedures provided they comply with the applicable IATA and/or ICAO and/or other governing rules, regulations and procedures

14.3 The Handling Company will carry out all other services in accordance with the Carrier's procedures and instructions, or as mutually agreed. In the case of absence of instructions by the Carrier, the Handling Company shall follow its own standard practices and procedures.

14.4 The Handling Company agrees to take all possible steps to ensure that, with regard to contracted services, the Carrier's Aircraft, crews, passengers and load receive treatment not less favourable than that given by the Handling Company to other Carriers or its own comparable operation at the same location.

14.5 The Handling Company agrees to ensure that authorisations of specialised personnel performing services for the Carrier are kept up-to-date. If at any time the Handling Company is unable to provide authorised personnel as requested by the Carrier, the Handling Company shall inform the Carrier immediately.

14.6 The Carrier shall supply the Handling Company with sufficient information and instructions to enable the Handling Company to perform its handling properly.

14.7 In the provision of the services as a whole, due regard shall be paid to safety, security, local and international regulations, applicable IATA and/or ICAO and/or other governing rules, regulations and procedures and the aforementioned request(s) of the Carrier in such a manner that delays and damage to the Carrier's Aircraft and load are avoided and the general public is given the best impression of air transport.

14.8 The Handling Company must report to the Carrier's representative immediately all loss of or damage, threatened or actual, to aircraft and loads noticed in the course of the handling or which in any other way comes to the knowledge of the Handling Company.

14.9 The Parties shall reach mutual agreement on the quality standards for any services, not excluding those covered by Sub-Article 5.1 above. Such quality standards for a specific location may form part of the applicable Annex B. The Handling Company agrees to take all possible steps to ensure that, with regard to contracted services, the agreed upon quality standards will be met.

14.10 The Carrier may at its own cost, by prior written notice, audit the designated services in the applicable Annexure. Such notice shall contain a description of the area(s) to be audited. The Handling Company shall cooperate with the Carrier and will undertake any corrective action(s) required.

15. **REMUNERATION**

15.1 In consideration of the Handling Company providing the services, the Carrier agrees to pay to the Handling Company the charges set out in the relevant Appendices hereto. The Carrier further agrees to pay the proper charges of the Handling Company and to discharge all additional expenditure incurred for providing the services referred to in this Agreement.

15.2 The charges set out in the Appendices hereto are not inclusive of any the following:

- any charges, fees or taxes imposed or levied by the Airport, Customs or other authorities against the Carrier or the Handling Company in connection with the provision of services herein by the Handling Company or in connection with the Carrier's flights.

- expenses incurred in connection with stopover and transfer passengers and with the handling of passengers for interrupted, delayed or cancelled flights.

Such charges, fees, taxes or other expenses as outlined above shall be borne ultimately by the Carrier;

16. ACCOUNTING AND SETTLEMENT

- 16.1 The Handling Company shall invoice the Carrier monthly with the charges arising from the provision of the handling services listed in the relevant Appendices at the rates of charges set out therein.
- 16.2 When invoicing the Carrier for services rendered in terms of this Agreement the Handling Company shall furnish the Carrier, where applicable, with supporting documentation duly signed by the Carrier's representative. However, this requirement shall not be applicable in relation to stations at which the Carrier does not have a representative.
- 16.3 The Handling Company shall submit an invoice to the Carrier monthly and the Carrier shall make payment within thirty (30) days from invoice date.
- 16.4 If the Carrier disagrees with any item(s) in the invoice submitted by the Handling Company, it may withhold payment only on that item(s) and effect payment on the remainder of the invoice, pending resolution of the disputed item. The Carrier must communicate to the Handling Company its reason for withholding payment on an invoice item(s). The deadline for payment for any disputed item(s) will be deemed extended until ten (10) days after the resolution of such dispute.

17. LIABILITY AND INDEMNITY

- 17.1 All references in this clause referring to:

- the Carrier or the Handling Company shall include their employees, servants, agents and subcontractors;
- ground support equipment shall mean all equipment used in the performance of ground handling services included in the relevant Annexure hereto, whether fixed or mobile, and
- Act or omission shall exclude gross negligence and/or willful misconduct.

17.2 Save where provided otherwise, the Carrier shall not make any claim against the Handling Company and shall indemnify it (subject as hereinafter provided) against any legal liability for claims or suits, including costs and expenses incidental thereto, in respect of:

- delay, injury or death of persons carried or to be carried by the Carrier;
- injury or death of any employee of the Carrier;
- damage to or delay or loss of baggage, cargo or mail carried or to be carried by the Carrier, and
- damage to or loss of property owned or operated by, or on behalf of, the Carrier and any consequential loss or damage;

arising from an act or omission of the Handling Company in the performance of this Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with the knowledge that damage, death, delay, injury or loss would probably result.

- **PROVIDED THAT** all claims or suits arising hereunder shall be dealt with by the Carrier; and
- **PROVIDED ALSO THAT** the Handling Company shall notify the Carrier of any claims or suits without undue delay and shall furnish such assistance as the Carrier may reasonably require.
- **PROVIDED ALSO THAT** where any of the services performed by the Handling Company hereunder relate to the carriage by the Carrier of passengers, baggage or cargo direct to or from a place in the United States of America, then if the limitations of liability imposed by Article 22 of the Warsaw Convention would have applied if any such act or omission had been committed by the Carrier but are held by a Court not to be applicable to such act or omission committed by the Handling Company in performing this Agreement then upon such decision of the Court the Indemnity of the Carrier to the Handling Company hereunder shall be limited to an amount not exceeding the amount for which the Carrier would have been liable if it had Committed such act or omission.

17.3 The Carrier shall not make any claim against the Handling Company in respect of damage, death, delay, injury or loss to third parties caused by the operation of the Carrier's aircraft arising from an act or omission of the Handling Company in the performance of this

Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with knowledge that damage, death, delay, injury or loss would probably result.

17.4 notwithstanding the provisions of Sub-Article 8.1, in the case of claims arising out of surface transportation which is provided on behalf of the Carrier and is part of the operation of loading/embarking or unloading/ disembarking and/or is covered by the Carrier's Contract of Carriage the indemnity shall not exceed the limits specified in the said Contract of Carriage.

17.5 In the case of claims arising out of surface transportation which is not provided on behalf of the Carrier and/or is not part of the operation of loading/embarking or unloading/disembarking and/or is not covered by the Carrier's Contract of Carriage the waiver and indemnity herein contained shall not apply.

17.6 The Handling Company shall not make any claim against the Carrier and shall indemnify it (subject as hereinafter provided) against any legal liability for claims or suits, including costs and expenses incidental thereto, in respect of:

- injury to or death of any employees of the Handling Company, its servants, agents or subcontractors; and
- damage to or loss of property owned or operated by, or on behalf of, the Handling Company and any consequential loss or damage;

arising from an act or omission of the Carrier in the performance of this Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with knowledge that damage, death, delay, injury or loss would probably result.

17.7 Notwithstanding the provisions of paragraph 17.6 above, the Handling Company shall indemnify the Carrier against any physical loss of or damage to the Carrier's Aircraft caused by the Handling Company's negligent act or omission:

- **PROVIDED ALWAYS THAT** the Handling Company's liability shall be limited to any such loss of or damage to the Carrier's Aircraft in an amount not exceeding the level of deductible under the Carrier's Hull All Risk Policy which shall not in any event, exceed USD

1,500,000 except that loss or damage in respect of any incident below USD 3,000 shall not be indemnified.

- 17.8 For the avoidance of doubt, save as expressly stated, this Sub-Article 8.5 does not affect or prejudice the generality of the provisions of Sub-Article 8.1 including the principle that the Carrier shall not make any claim against the Handling Company and shall indemnify it against any liability in respect of any and all consequential loss or damage howsoever arising, save where same is resultant from the Handling Company's gross negligence and/or willful misconduct.

18. CHARGES

- 18.1 For the services enumerated in the Appendices hereto and based on the Carrier's existing schedule, the charges shall be as set out in the Appendices. Costs for other aircraft types not covered in the applicable Annexure will be agreed upon on an ad hoc basis.
- 18.2 All charges set out in this Agreement shall be adjusted annually based on the applicable South African Consumer Price Index (CPI) rate comprised of the average of the previous calendar year's rate.

19. DURATION

- 19.1 Notwithstanding the date of signature, this Agreement shall commence on 1 April 2010 and shall remain in operation for thirty six (36) months duration unless terminated by either party hereto.
- 19.2 Should neither party terminate this Agreement upon expiry thereof, it shall be automatically renewed on an annual basis until notice of termination is given by either party.

20. TERMINATION

- 20.1 Either party may, subject to a valid reason, terminate this Agreement by giving three (3) calendar months written notice to that effect.

21. APPLICABLE LAW

21.1 This Agreement shall be governed and construed in accordance with the laws of the Republic of South Africa.

22. ENTIRE AGREEMENT

22.1 This Agreement shall supersede any previous arrangements between the Parties governing the provision of services at locations referred in the relevant Appendices hereto. This agreement contains all the express provisions agreed on by the parties with regard to the subject matter of the agreement and the parties waive the right to rely on any alleged express provision not contained in this Agreement.

23. NO REPRESENTATIONS

23.1 Neither party may rely on any representation, which allegedly induced that party to enter into this agreement, unless the representation is recorded in this Agreement.

24. VARIATION, CANCELLATION AND WAIVER

24.1 No contract varying, adding to, deleting from or cancelling this Agreement, and no waiver of any right under this Agreement, shall be effective unless reduced to writing and signed by or on behalf of the parties.

25. INDULGENCES

25.1 If either party at any time breaches any of that party's obligations under this agreement, the other party ("the aggrieved party") may at any time after that breach, exercise any right that became exercisable directly or indirectly as a result of the breach, unless the aggrieved party has expressly elected in writing or by clear and unambiguous conduct, amounting to more than mere delay, not to exercise the right; and shall not be stopped (i.e. precluded) from exercising its rights arising out of that breach, despite the fact that the aggrieved party may have elected or agreed on one or more previous occasions not to exercise the rights arising out of any similar breach or breaches.

- 25.2 If the aggrieved party is willing to relinquish that right, the aggrieved party will on request do so in writing. In particular, acceptance of late performance shall, for a reasonable period after performance be provisional only and the aggrieved party may still exercise that right during that period.

26. CESSION

- 26.1 Neither party may cede that party's rights or delegate that party's obligations without the prior written consent of the other party, which consent shall not be unreasonably withheld.

27. SETTLEMENT OF DISPUTES

- 27.1 Should any dispute arise, between the parties in relation to this Agreement, the dispute shall be dealt with in accordance with the provisions of the Dispute Resolution clause in the Main Commercial Agreement between the parties.

- 27.2 However, the abovementioned provision shall not preclude either party approaching the High Court for urgent interim relief.

28. SEVERABILITY

- 28.1 Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law but if any provision of this Agreement shall be unenforceable or invalid under the applicable law, such invalidity or unenforceability shall not affect the other provisions of this Agreement, all of which shall remain in full force and effect.

29. CONFIDENTIALITY

- 29.1 Neither party shall under any circumstances divulge any information acquired as a result of this Agreement to a third party without the prior written consent of the other party to this Agreement. This provision will survive the expiry or early termination of this Agreement.

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30. **DOMICILIA CITANDI ET EXECUTANDI**

30.1 The parties choose as their domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses:

- **SOUTH AFRICAN EXPRESS AIRWAYS:**

Physical Address: 4th Floor, West Wing Offices
Pier Development
Domestic Arrivals
O.R Tambo International Airport

Postal Address: P. O. Box 101
O.R. Tambo International Airport
1627

- **SOUTH AFRICAN AIRWAYS**

Physical Address: Airways Park
Jones Road
Kempton Park

Postal Address: Private Bag X13
O.R Tambo International Airport
1627

31. **FORCE MAJEURE**

31.1 Notwithstanding any contrary provisions of this agreement, no failure or omission by either party to carry out or observe any of the terms and conditions of this agreement shall give rise to any claim by the other of them or any other party, or be deemed to be a breach of this agreement, if same is caused by or arises as a result of force majeure, act of God, vis major or any act or direction of or limitation imposed by any governmental or statutory body, or war, strikes, civil commotion, riots, labour unrest, consumer boycotts, or any

cause reasonably beyond the control of the party thus prevented from performing its obligations, provided, however, such party:

31.1.1 engages all its reasonable efforts to the extent reasonably possible to avoid and/or remedy such situation;

31.1.2 gives the other of them written notice of such situation as soon as possible after it becomes aware of the fact that such situation may arise or has arisen.

31.2 In the event of any cause reasonably beyond the control of the Carrier or Handling Company arising and preventing them or any one of them from carrying out their obligations in terms of this agreement, such performance of obligations shall be suspended during such period of inability by either of them to perform its obligations under this agreement, provided, however, that nothing herein contained shall extinguish, delay, or suspend the obligations of such party to liquidate all its outstanding liabilities under this agreement which accrued or became due before the period of suspension, or which it is not prevented from discharging by the circumstances giving rise to the suspension.

31.3 During any suspension contemplated in 21.2, the party affected by such suspension shall be entitled to obtain the services and/or facilities of which it is deprived as a result of such suspension from any other person.

32 DEFAULT AND TERMINATION

32.1 An event of default shall occur if:

32.1.1 Any party fails to pay any undisputed amount that is due to another party in terms of this agreement, and does not remedy such failure within 14 (fourteen) working days of receipt of notice from such other party calling upon it to do so; or

32.1.2 Any party defaults in the performance of any other material provision of this agreement, and such default continues for a period of 14 (fourteen) days (or such longer period as may reasonably be required to remedy such default) after receipt of notice from any other party calling upon it to remedy such default; or

32.1.3 Any party makes any general assignment for the benefit of its creditors or compromises with its creditors generally; or

32.1.4 Any party is placed under provisional or final liquidation or provisional or final judicial management; or

32.1.5 The license of either party to conduct its business is suspended or revoked.

32.2 Upon the happening of an event of default, the non-defaulting party may by written notice to the defaulting party either demand specific performance from the party in default, or cancel this agreement, without prejudice to the non-defaulting party's right to claim damages from the party in default.

33. STAMP DUTIES, REGISTRATION FEES

33.1 All stamp duties and registration fees in connection with this Agreement, which may be prescribed under the national law of either Party to this Agreement, are payable by that Party.

33.2 All stamp duties and registration fees in connection with this Agreement, which may be prescribed under the national law of the location(s), as mentioned in the Appendices and not being a location situated in the country of either Party to this Agreement will be shared equally between the Parties.

34. CONCLUSION OF SERVICE LEVEL AGREEMENT

34.1 The parties agree to finalise negotiations on the Service Level Agreement which is aimed at ensuring timeous and efficient delivery of the services contracted for herein. Such negotiations shall be concluded within thirty (30) days from date of signature hereof.

35. LEGAL COSTS

34.1 Each party shall bear that party's own legal costs of and incidental to the negotiation, preparation, settling, signing and implementation of this agreement.

SIGNED AT O.R TAMBO INTERNATIONAL AIRPORT ON THIS ^{25th} DAY OF JANUARY 2011

.....
Dave A Hanby
 General Manager: Operations

.....
Zuki Jantjes
 General Manager: Customer Service & Marketing

FOR AND ON BEHALF OF
 SOUTH AFRICAN EXPRESS AIRWAYS
 (WARRANTING HIS/HER AUTHORITY TO SIGN)

.....
 WITNESS

SIGNED AT O.R TAMBO INTERNATIONAL AIRPORT ON THIS DAY OF JANUARY 2011

.....
Name: Tebogo Tsimane

Designation: Head of Airport Operations

FOR AND ON BEHALF OF SOUTH AFRICAN AIRWAYS
 (WARRANTING HIS/HER AUTHORITY TO SIGN)

.....
J.B. Woods
 WITNESS Acting Gen Airport Operation

.....
Edwards
 WITNESS Procurement Sourcing Specialist

Section 4: **Load Control, Communications and Flight Operations**

- 4.1.1; 4.1.2(a-e)(1);
- 4.2.1; ;

Section 6: **Support Services**

6.2.1 (1); 6.2.2(b)(2)(3)(4)(5)(6)(7)(8)

Section 7: **Security**

- 7.1.1;
- 7.1.4

2. For the services set out above, the applicable rates shall be as follows:



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APPENDIX B

LOCATION – CAPE TOWN INTERNATIONAL AIRPORT

1. Handling Services

- 1.1** For a single ground handling consisting of the arrival and the subsequent departure at agreed timings of the same aircraft, the Handling Company shall provide the services and charge the rates specified in this Annexure.

Section 1: Representation, Administration and Supervision

- 1.1.3 and 1.1.4
- 1.2.1; 1.2.2; 1.2.3; 1.2.4; 1.2.5, 1.2.6 and (c)
- 1.3.1(b); 1.3.2; 1.3.3; 1.3.4; 1.3.5; 1.3.6; 1.3.7; 1.3.8
- 1.4.1(b); 1.4.2; 1.4.3; 1.4.4 (a) (b) (c): 1; 2; 4; and;

Section 2: Passenger Services

- 2.1.1; 2.1.2; 2.1.3(a & b 1-7) 2.1.4; 2.1.6 (a);
- 2.1.7 (a) (b) (c) (e) (f)
- 2.1.8; 2.1.9 (b) (1-3);
- 2.2.1; 2.2.2; 2.2.3(a)(b); 2.2.4; 2.2.5 (a) (b) (c) (d) 2.2.6. (a)(b) ; 2.2.7; ; 2.2.9; 2.2.10. (a)(b)(c)(1); 2.2.11 (a); 2.2.12; 2.2.13 (a – i); 2.2.14. (a)(b) (c);
- 2.3.2; 2.3.3.(b) 1 and 2.

Section 3: Ramp Handling Services

The parties record, as per agreement, that the Handling Company **shall not** render the services specified in this Section to the Carrier.

Section 4: Load Control, Communications and Flight Operations

- 4.1.1; 4.1.2(a-e)(1)
- 4.2.1;

Section 6: **Support Services**

6.2.1 (1); 6.2.2 b)(2)(3)(4)(5)(6)(7)(8)

Section 7: **Security**

7.1.1; 7.1.4(a,b)(1,2,4)

2. For the services set out above, the applicable rates shall be as follows:



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APPENDIX C

LOCATION – KING SHAKA INTERNATIONAL AIRPORT

1. Handling Services

- 1.1 For a single ground handling consisting of the arrival and the subsequent departure at agreed timings of the same aircraft, the Handling Company shall provide the services and charge the rates specified in this Annexure.

Section 1: Representation, Administration and Supervision

- 1.1.3 and 1.1.4
- 1.2.1; 1.2.2; 1.2.3;1.2.4;1.2.5; 1.2.6 and (c)
- 1.3.1(b); 1.3.2; 1.3.3; 1.3.4;1.3.5;1.3.6;1.3.7;1.3.8
- 1.4.1(b);1.4.2; 1.4.3;1.4.4 (a) (b) (c): 1; 2;4; and

Section 2: Passenger Services

- 2.1.1; 2.1.2; 2.1.3(a & b 1-7).
- 2.1.4;2.1.6 (a);
- 2.1.7 (a) (b) (c) (e) (f)
- 2.1.8;2.1.9 (b) (1-3);
- 2.2.1; 2.2.2; 2.2.3(a)(b);2.2.4;2.2.5 (a) (b) (c) (d);2.2.6. (a)(b) ; 2.2.7; ;2.2.9;2.2.10. (a) (b) c) 1;2.2.11 (a); 2.2.12; 2.2.13 (a -h); 2.2.14. (a)(b) (c);
- 2.3.2; 2.3.3.(b) 1 and 2.

Section 3: Ramp Handling Services

The parties record, as per agreement, that the Handling Company **shall not** render the services specified in this Section to the Carrier.

Section 4: Load Control, Communications and Flight Operations

- 4.1.1; 4.1.2(a-e)(1);
- 4.2.1;

EE


Section 6: **Support Services**

6.2.1 (1); 6.2.2(b)(2)(3)(4)(5)(6)(7)(8)

6.5.1

Section 7: **Security**

7.1.1; 7.1.4

7.5.1

2. For the services set out above, the applicable rates shall be as follows:



APPENDIX D**LOCATION – EAST LONDON INTERNATIONAL AIRPORT****1. Handling Services**

- 1.1 For a single ground handling consisting of the arrival and the subsequent departure at agreed timings of the same aircraft, the Handling Company shall provide the services and charge the rates specified in this Annexure.

Section 1: Representation, Administration and Supervision

- 1.1.3 and 1.1.4
- 1.2.1; 1.2.2; 1.2.3; 1.2.4; 1.2.5, 1.2.6 and (c)
- 1.3.1(b); 1.3.2; 1.3.3; 1.3.4; 1.3.5; 1.3.6; 1.3.7; 1.3.8
- 1.4.1(b); 1.4.2; 1.4.3; 1.4.4 (a) (b) (c): 1; 2; 4; and

Section 2: Passenger Services

- 2.1.1; 2.1.2; 2.1.3(a & b 1-7)
- 2.1.4; 2.1.6 (a);
- 2.1.7 (a) (b) (c) (e) (f) in accordance with existing facilities; files after 5 (five) days will be forwarded to Carrier's Central Tracing
- 2.1.8; 2.1.9 (b) (1-3);
- 2.2.1; 2.2.2; 2.2.3(a)(b); 2.2.4; 2.2.5 (a) (b) (c) (d); 2.2.6. (a)(b) ; 2.2.7; 2.2.9; 2.2.10. (a) (b) c 1; 2.2.11 (a); 2.2.12; 2.2.13 (a –h); 2.2.14. (a)(b) (c);
- ; 2.3.2; 2.3.3.(b) 1 and 2.

Section 3: Ramp Handling Services

The parties record, as per agreement, that the Handling Company **shall not** render the services specified in this Section to the Carrier.

Section 4: Load Control, Communications and Flight Operations

- 4.1.1; 4.1.2(a-e)(1;
- 4.2.1;

Section 6: **Support Services**

6.2.1 (1); 6.2.2(b)(2)(3)(4)(5)(6)(7)(8)

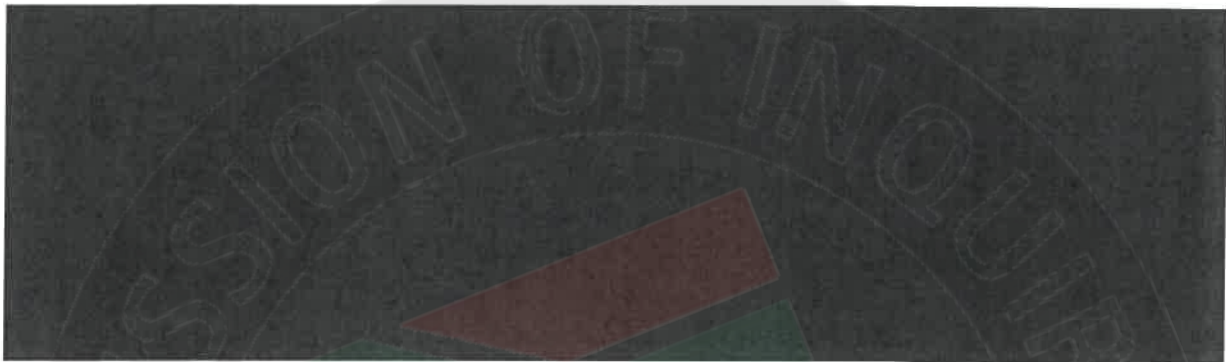
6.5.1

Section 7: **Security**

7.1.1; 7.1.4

7.5.2

2. For the services set out above, the applicable rates shall be as follows:



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APPENDIX E

LOCATION – PORT ELIZABETH INTERNATIONAL AIRPORT

1. **Handling Services**

- 1.1 For a single ground handling consisting of the arrival and the subsequent departure at agreed timings of the same aircraft, the Handling Company shall provide the services and charge the rates specified in this Annexure.

Section 1: Representation, Administration and Supervision

- 1.1.3 and 1.1.4
- 1.2.1; 1.2.2; 1.2.3; 1.2.4; 1.2.5, 1.2.6 and (c)
- 1.3.1(b); 1.3.2; 1.3.3; 1.3.4; 1.3.5; 1.3.6; 1.3.7; 1.3.8
- 1.4.1(b); 1.4.2; 1.4.3; 1.4.4 (a) (b) (c): 1; 2; 4; and

Section 2: Passenger Services

- 2.1.1; 2.1.2; 2.1.3(a & b 1-7)
- 2.1.4; 2.1.6 (a);
- 2.1.7 (a) (b) (c) (e) (f)
- 2.1.8; 2.1.9 (b) (1-3);
- 2.2.1; 2.2.2; 2.2.3(a)(b); 2.2.4; 2.2.5 (a) (b) (c) (d); 2.2.6. (a)(b) ; 2.2.7; 2.2.9; 2.2.10. (a) (b) c 1; 2.2.11 (a); 2.2.12; 2.2.13 (a -h); 2.2.14. (a) (b) (c);
- 2.3.2; 2.3.3(b) 1 and 2.

Section 3: Ramp Handling Services

The parties record, as per agreement, that the Handling Company **shall not** render the services specified in this Section to the Carrier.

Section 4: Load Control, Communications and Flight Operations

- 4.1.1; 4.1.2(a-e)(1);
- 4.2.1;

Section 6: Support Services

- 6.2.1 (1); 6.2.2(b)(2)(3)(4)(5)(6)(7)(8)
6.5.1

Section 7: **Security**

7.1.1; 7.1.4

7.5.3

2. For the services set out above, the applicable rates shall be as follows:



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APPENDIX F

LOCATION, AGREED SERVICES AND CHARGES to the IATA Standard Ground Handling Agreement (SGHA) of January 2008

LOCATION – WINDHOEK
HOSEA KUTAKO INTERNATIONAL AIRPORT

Valid from 01 October 2011 till 31 March 2013

All other terms and conditions shall remain unchanged and in full force and effect as stated in the signed contract between the parties effective from 01 April 2010.

1. Handling Services

- 1.1 For a single ground handling consisting of the arrival and the subsequent departure at agreed times of the same aircraft, the Handling Company shall provide the services set out below as per the corresponding sections in the IATA Standard Ground Handling Agreement (SGHA) 2008 and shall charge the rates specified in this Annexure.

Section 1: ~~Representation~~ Administration and Supervision

- 1.1.3 and 1.1.4
- 1.2.1; 1.2.2; 1.2.3; 1.2.4; 1.2.5, 1.2.6 (a) and (c)
- 1.3.1 (a)(b); 1.3.2; 1.3.3; 1.3.4; 1.3.5; 1.3.6; 1.3.7; 1.3.8
- 1.4.1(b); 1.4.2; 1.4.3; 1.4.4 (a) (b) (c); 1; 2; 4 ; 1.4.5; 1.4.7

Section 2: ~~Passenger Services~~

- 2.1.1; 2.1.2; 2.1.3(a & b 1-5,7)
- 2.1.4; 2.1.6 (a)(b);
- 2.1.7 (a) (b) (c)(d) (e) (f)
- 2.1.8; 2.1.9 (b) (1-3);
- 2.1.10 (a,b,c)
- 2.2.1; 2.2.2; 2.2.3(a)(b); 2.2.4; 2.2.5 (a) (b) (c) (d); 2.2.6. (a)(b) ; 2.2.7; 2.2.8 ; 2.2.9; 2.2.10. (a) (b) c 1,2; 2.2.11 (a,b); 2.2.12; 2.2.13 (a -h); 2.2.14. (a) (b) (c);
- 2.3.2; 2.3.3(b) 1 and 2.

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Section 3: **Ramp Handling Services**

the parties record as per agreement, that the Handling Company shall not render the services specified in this Section to the Carrier.

Section 4: **Load Control, Communications and Flight Operations**

- 4.1.1; 4.1.2(a-e)(1)
- 4.2.1;
- 4.2.2
- 4.3.1
- 4.3.2

Section 6: **Support Services**

6.2.1 (1,2); 6.2.2(a,b)(2)(3)(4)(5)(6)(7)(8)

6.5.1

Section 7: **Security**

7.1.1; 7.1.4

7.5.1

2. For the services set out above, the applicable rates shall be as follows:



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Signed on the: 25.11.2011

at: O.R. Tambo International Airport

on behalf of :

**South African Express Airways
(SOC) Limited**

By :



Witness:

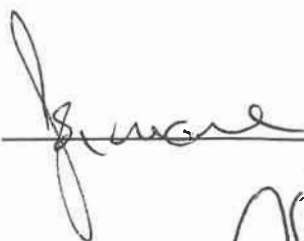
Signed on the : 19/01/2012

at : O.R. Tambo International Airport

on behalf of :

South African Airways (Pty) Limited

By :



Witness:



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GROUND HANDLING SERVICE LEVEL AGREEMENT

SOUTH AFRICAN AIRWAYS (Pty) Ltd

Registration Number: 1997/022444/07

(hereinafter referred to as "the Handling Company")

and

SOUTH AFRICAN EXPRESS AIRWAYS (Pty) Ltd

Registration Number: 1990/007412/07 X

(hereinafter referred to as "the Carrier")

1. PREAMBLE

1.1 This Service Level Agreement serves to record the agreement between the parties with regard to the expected standard of service delivery emanating from the Standard Ground Handling Agreement to which this Service Level Agreement is attached.

1.2 The standard of delivery of the services set out in Appendices A to E of the abovementioned Standard Ground Handling Agreement are addressed herein.

2. OPERATING FRAMEWORK

2.1 Based on the terms and conditions of the Ground Handling Agreement between the parties, the parties hereby agree to the following as it relates to the services provided by the Handling Company to the Carrier.

2.1.1 The Handling Company shall familiarize itself with the flight schedule as published and operated by the Carrier. Any changes to the

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schedule shall be communicated to the Handling Company in accordance with the agreed processes.

2.1.2 the Handling Company shall ensure proper basic training and re-qualification of personnel in its employ to ensure acceptable service level delivery for services contracted for in this Agreement.

2.1.3 the Handling Company shall ensure that all equipment utilized in the service of the Carrier's flights are maintained in a sound state and that operation thereof shall be done by qualified personnel e.g. wheelchairs and computer system applications).

2.1.4 the Handling Company shall establish proper systems aimed at ensuring that the Carrier's baggage queries are properly recorded and timeously investigated and attended to.

2.1.5 All of the Carrier's baggage queries registered with the Handling Company shall be attended to in accordance with the Handling Company's established Baggage Handling Procedures.

2.1.6 The Handling Company shall furnish the Carrier with the abovementioned Baggage Handling Procedures and the Carrier will acknowledge receipt thereof. However, if the Carrier establishes that the said Procedures are not aligned to the Carrier's requisite customer service standards, and then the parties will deliberate on the relevant aspects of such Procedures with a view to amending same accordingly.

2.1.7 Additionally, the Carrier shall have a right to report to the Handling Company, all passenger related service delivery snags being encountered and the Handling Company shall address same instantly (where possible). Additionally, the Handling Company shall respond to the Carrier in writing within forty eight (48) hours of receipt of such notification setting out what has been done to address the identified snags or what the Handling Company intends to do to avoid recurrence of such snags.

2.1.8 In the interests of sustaining the relationship between them the parties agree to meet regularly on a scheduled basis to discuss problems/solutions to issues affecting appropriate service delivery as agreed between the parties. The parties agree to meet at least once a month for this purpose, however operational meetings shall be conducted on a weekly basis.

3. SERVICE KEY PERFORMANCE INDICATORS

3.1 The Handling Company's overall performance in respect of the Handling Company. Scheduled Services shall be measured with reference to the following Service Key Performance Indicators and any other Service key performance indicators agreed between the Parties from time to time in writing:

3.1.1 Supply of personnel

3.1.1.1 the Handling Company shall assign personnel and team leaders per shift, who will provide the contracted services to the Carrier: at check-in counters, boarding gates and at arrival points. The number of personnel required is as follows:

Location: O.R. Tambo International Airport

A. Check-in counters:

1. Eight (8) check-in staff members throughout the day. Inclusive of all break times

B. Boarding gates

1. Two (2) staff members per flight on all regional flights and when attending to boarding passengers on an aircraft with a capacity of more than fifty (50) seats;

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2. Specifically, three (3) personnel shall be deployed to attend to the Johannesburg-Lubumbashi, (JHB-FBM) flights; and
3. 2 staff members per flight on all Domestic flights with a capacity of fifty (50) seats or more.

C. Arrivals:

1. 1 staff member on aircraft with fifty (50) seats capacity.
 2. 2 staff members on all aircraft with a seat capacity of more than fifty (50) seats.
- 3.1.1.2 The said personnel shall have relevant airline operations experience of a minimum of six (6) months.
- 3.1.1.3 Additionally, the Handling Company shall designate to the Carrier with personnel (1 per shift) to conduct all coupon reconciliation upon flight departure.
- 3.1.1.4 In the event of an air turn-back that necessitates off-loading of passengers, the Handling Company's personnel shall ensure that:
- A. the passengers from the relevant flight are de-boarded and offloaded from the said flight;
 - B. the uplift summary of the said flight is cancelled and will not be forwarded to the Document Control Office;
 - C. the Document Control Office is advised about the cancellation of the relevant flight and that the Coupons status is reversed to "Open".
- 3.1.1.5 All personnel to The Carrier shall always be in uniform and be neatly dressed. Furthermore, such personnel shall report for duty timeously and take breaks as rostered.
- 3.1.1.6 Personnel who are on a break shall not be based at the counters as same creates a negative impression that they are available to provide the required service but are unwilling to do so.

3.1.1.7 Further, the Handling Company shall ensure that personnel assigned to service the Carrier shall not have their meals, drinks and/or snacks at the Check-In Counter or at Boarding Counters.

3.1.1.8 the Handling Company shall ensure that the assigned personnel report at the boarding gates fifteen (15) minutes prior to the scheduled boarding time and adhere to the fifteen (15) minutes (domestic) and twenty (20) minutes (Regional) offloading rule save where The Carrier gives instructions to the contrary.

3.1.1.9 In its delivery of check-in services, the Handling Company shall ensure that they take note of The Carrier' seat accounting methodology in respect of infants i.e. an infant is regarded as an adult occupying a seat and thus the seat capacity of the relevant aircraft ought to be taken into account when checking in passengers.

3.1.2 Communication

3.1.2.2 The Handling Company shall ensure that personnel assigned to the Carrier are equipped with communication radios for purposes of ensuring seamless communication amongst them.

3.1.2.3 The Handling Company shall ensure timeous activation of the boarding and closure of boarding times on the View Direct Monitors for purposes of ensuring that passengers are constantly aware of their respective flight details. Additionally, the boarding agents shall make verbal announcements relevant to the specific flight they are attending to.

3.1.3 Flights arrival

3.1.3.1 Personnel who meet the Carrier flights shall, upon receipt of an Actual Time of Arrival (ATA), aircraft registration number and the designated parking bay for the said flight, proceed to the designated aircraft parking bay at least ten (10) minutes prior to the flight's arrival.

3.1.4 Ticket Sales

- 3.1.4.1 The Handling Company shall provide ticket sales services to the Carrier in accordance with the Terms and Conditions of the Distribution Agreement between SAA and SA Express.

3.1.5 Assistance to Special Needs passengers

- 3.1.5.1 The Handling Company shall provide courteous and professional assistance to The Carrier' passengers who require special assistance in the same manner that the Handling Company provides such assistance to its passengers with due regard to the said passengers' particular needs.

- 3.1.5.2 Passengers needing special assistance include:

- A. Unaccompanied minors;
- B. Wheelchair users; and
- C. Mothers travelling with infants.
- D. Meet and Assist: the blind, elderly and the deaf.

3.1.5.3 Irregular Operations

The Handling Company shall take full responsibility for handling the Carrier' Irregular operations, which are set out below:

- 3.1.5.3.1 Schedule changes
- 3.1.5.3.2 Flight diversions
- 3.1.5.3.3 Delays and calling of passengers
- 3.1.5.3.4 Denied boarding due to weight restriction
- 3.1.5.3.5 Timeous and regular communication/updates to passengers about any event of Irregular operations;
- 3.1.5.3.6 Issuance of Meal Vouchers;

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3.1.5.3.7 Hotel bookings;

3.1.5.3.8 Travel re-bookings;

3.1.5.3.9 Constants reports to The Carrier regarding any particular issue of importance which The Carrier passengers are experiencing due to the irregular operations.

3.1.5.4 For purposes of ensuring optimal service to the Carrier' passengers, the Handling Company shall ensure that the Carrier' passengers are given fair treatment as provided to any of the Handling Company's passengers as they render the service from the Airport Control Centre (ACC).

3.1.6 Audit on Training requirements

3.1.6.1 The Carrier shall conduct ad hoc audits on the Handling Company's personnel who are designated to the Carrier for purposes of gauging if the said personnel have undergone the requisite Ground Handling Training that enables them to have the necessary knowledge to perform their duties, execute the prescribed procedures and remain current.

3.1.6.2 Further, the Carrier reserves the right to Audit the Handling Company in accordance with the provisions of Section 6 Paragraph 1 (Passenger Handling as per the IOSA Standard Manual.)

4. OBSERVATION OF SAFETY

4.1 At all times the service delivery Standards shall not compromise established international safety procedures.

5. PERFORMANCE MEASUREMENT

5.1 Performance will be measured by way of specific measurements, Carrier feedback and random sampling (See AHM804.)

Note: The measure/source document for each of all criteria set out above will be the Carrier and the Handling Company's respective monthly reports.

6. PERFORMANCE STANDARDS AND PAYMENT PROVISIONS

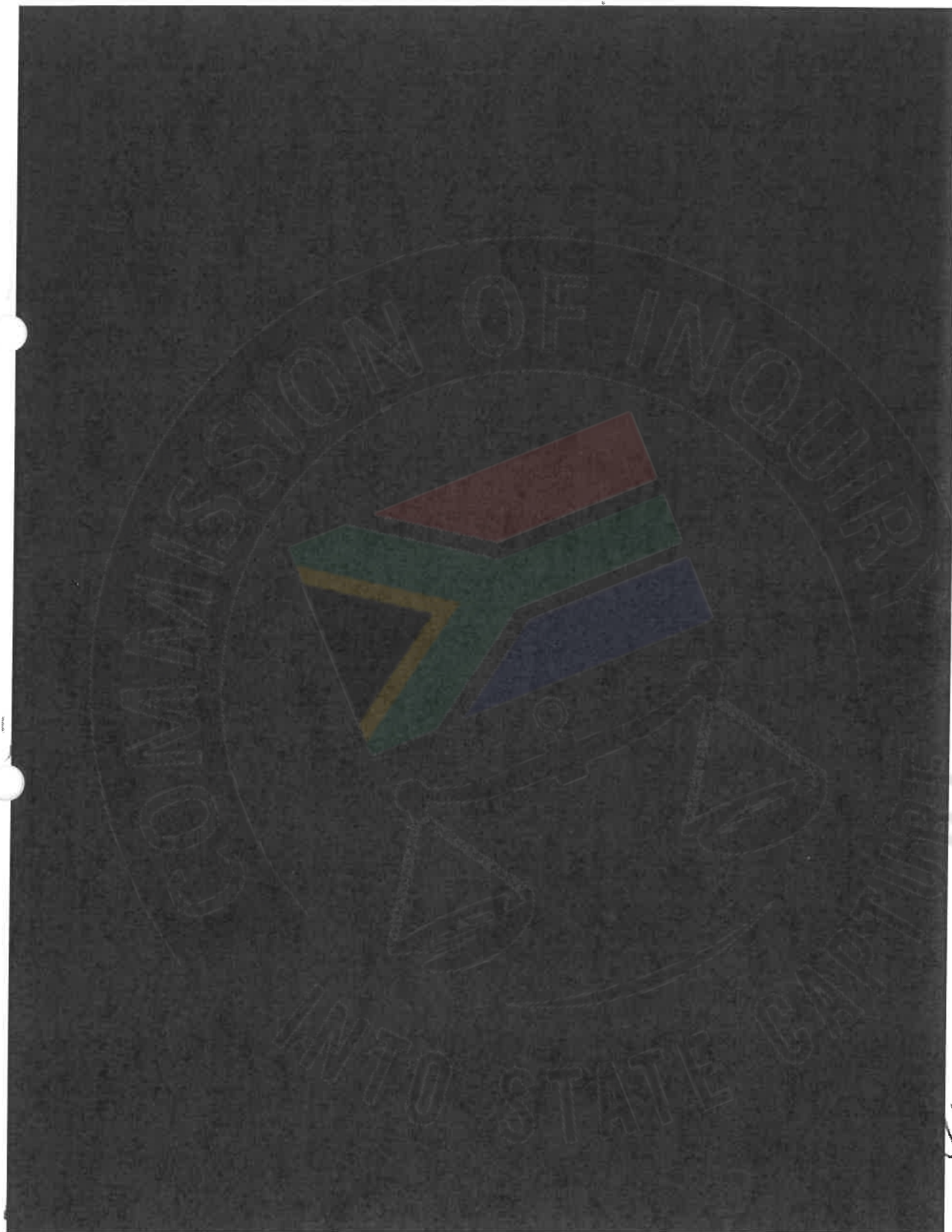
6.1 Performance Deductions

- 6.1.1 SAX will invoice SAA for any amounts due, SAA in turn will issue a credit note, which deductions shall be calculated in accordance with this Annexure.

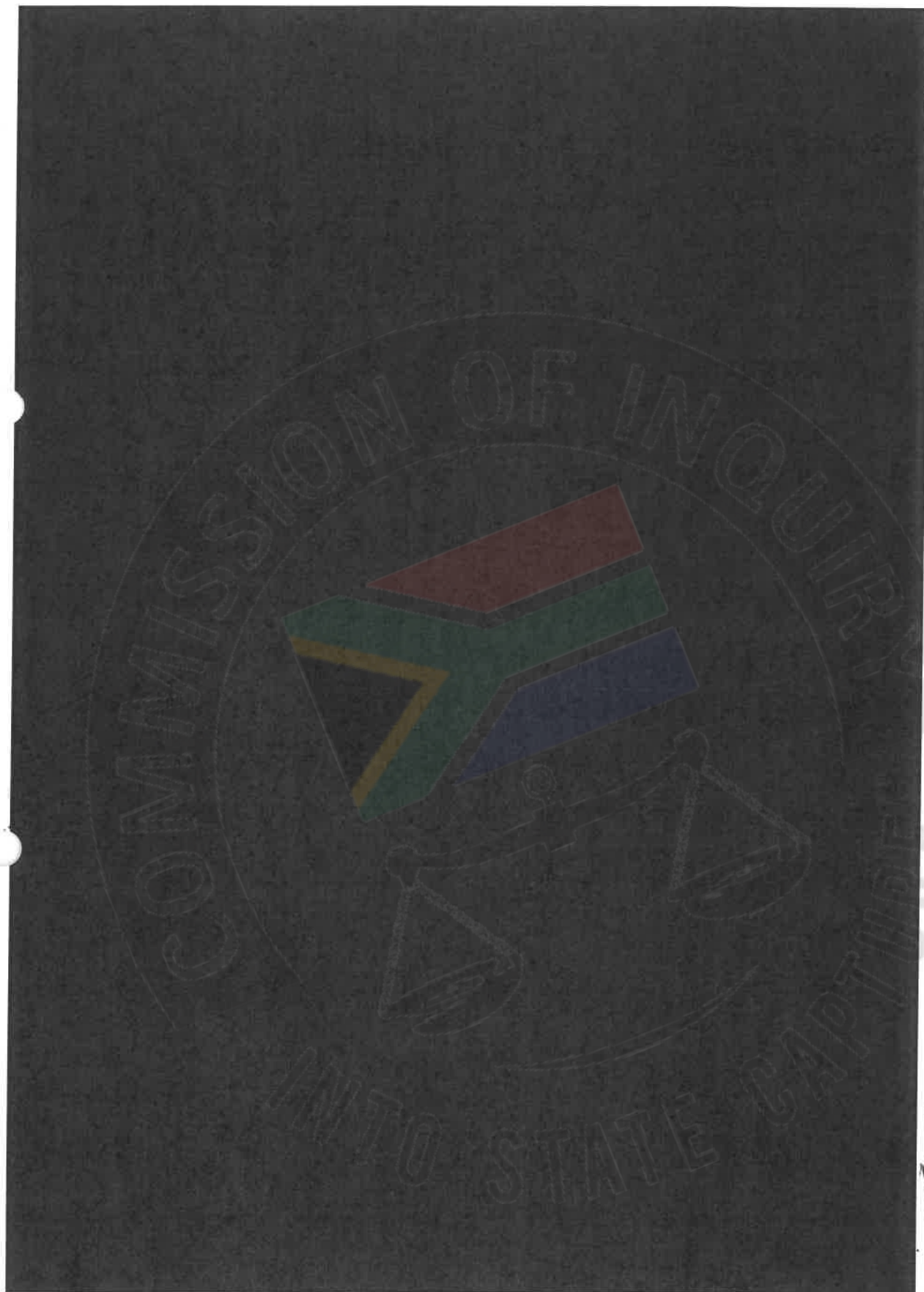


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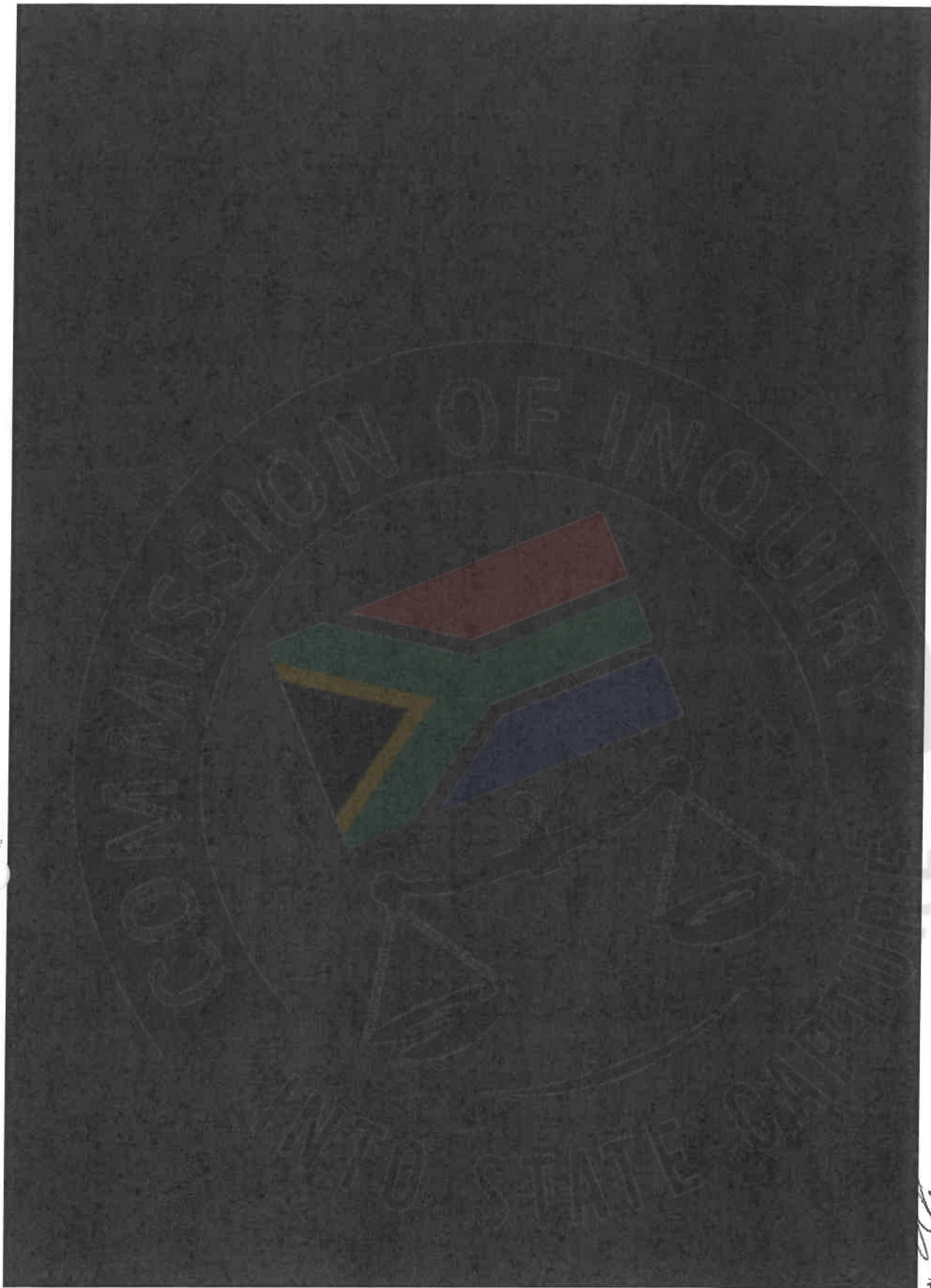
ANNEXURE 1



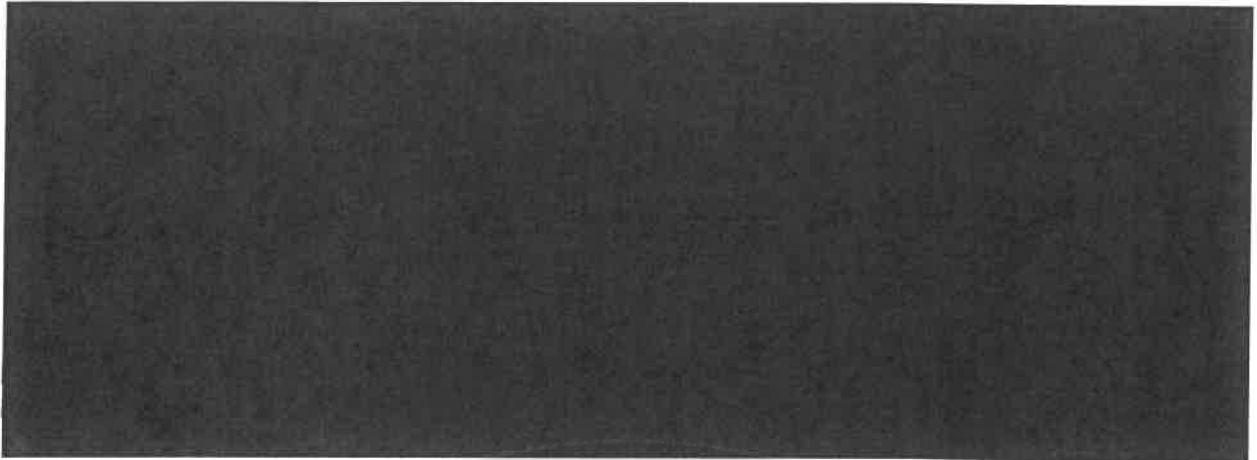
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- Initials "EE" below the signature.
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INTO STATE CAPTURE

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SIGNED AT O.R TAMBO INTERNATIONAL AIRPORT ON THIS ^{5th} DAY OF AUGUST 2011


.....
Zuki Jantjes

GM: Customer Services & Marketing

FOR AND ON BEHALF OF
SOUTH AFRICAN EXPRESS AIRWAYS
(WARRANTING HIS/HER AUTHORITY TO SIGN)

.....
WITNESS

SIGNED AT O.R TAMBO INTERNATIONAL AIRPORT ON THIS ^{10th} DAY OF AUGUST 2011


.....
Name:

Designation: Head of Airport Operations

FOR AND ON BEHALF OF SOUTH AFRICAN AIRWAYS
(WARRANTING HIS/HER AUTHORITY TO SIGN)

.....
WITNESS

Annexure “10”



Expired
Menzies
AVIATION

STANDARD GROUND HANDLING AGREEMENT

BETWEEN

SOUTH AFRICAN AIRWAYS EXPRESS

AND

MENZIES AVIATION (South Africa)(Pty)Ltd

STAD-APRIKAANSE POLISIE
STAGIE REVELWOERDER
2019 -05- 05
CLIENT SERVICE CENTRE
NORWOOD
SOUTH AFRICAN POLICE SERV

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**AHM 810 STANDARD GROUND HANDLING AGREEMENT
SIMPLIFIED PROCEDURE**

**ANNEX B - LOCATION(S), AGREED SERVICES AND CHARGES
to the Standard Ground Handling Agreement (SGHA) of January 2004**

Between: South African Express Airways
having its principal office at:
4th Floor Offices
West Wing
Pier Development, P.O. Box 101
O.R Tambo International Airport
1627

hereinafter referred to as "the Carrier"

and: **Menzies Aviation (South Africa) (Proprietary) Limited**
having its principal office at:
Office WL5
West Wing Office Block
3rd Floor
OR Tambo International Airport, Johannesburg
Kempton Park 1627
Gauteng
South Africa

hereinafter referred to as "the Handling Company"

This Annex B: 1.0

for the location: O.R Tambo International Airport (JNB),
Cape Town International Airport (CPT),
Durban International Airport (DUR),
Port Elizabeth (PLZ),
East London (ELS),
George (GRJ)

Date of Commencement: 01 March 2008

And replaces: nil

PREAMBLE:

This Annex B is prepared in accordance with the simplified procedure whereby the Parties agree that the terms of the Main Agreement and Annex A of the SGHA of January 2004 as published by the International Air Transport Association shall apply as if the terms were repeated here in full. By signing this Annex B, the Parties confirm that they are familiar with the aforementioned Main Agreement and Annex A.

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PARAGRAPH 1 - HANDLING SERVICES AND CHARGES

- 1.1(a) For a single ground handling consisting of the arrival and the subsequent departure at agreed timings of the same aircraft, the Handling Company shall provide the following services of Annex A at the following rates.

1.1.1 SECTION 1 – Representation, Administration and Supervision

1.1.2, 1.1.3, 1.1.4,
1.2.1, 1.2.2, 1.2.4,
1.3.1(b), 1.3.2, 1.3.3, 1.3.8,

SECTION 3 – Ramp Services

3.1.1, 3.1.2(a), 3.1.3(a), 3.1.4(a), 3.1.5, 3.1.6, 3.1.7(a1,3)(b2), 3.1.8,
3.2.1(b)(ACSA),
3.3.1(b), 3.3.2(f),
3.6.1(b, 1)(Q400 only), 3.6.3, 3.6.4, 3.6.5, 3.6.6(a,b), 3.6.7, 3.6.8(a), 3.6.9
(with inventory management), 3.6.10(b),
3.8.1(GSE),
3.11.1, 3.11.2, 3.11.5, 3.11.6, 3.11.7, 3.11.8, 3.11.9(a), 3.11.10,
3.12.1(a), 3.12.2(ALL STATIONS INCLUDED IN THIS ANNEX B),
3.13.1(a), 3.13.3(JNB, CPT, DUR only),

CHARGE RATES:

- 1.1(b) For the services specified in sub-paragraph 1.1 (a), and based on the scheduled arrival and departure times, the following rates will apply:

AIRCRAFT TYPE	RAMP HANDLING ONLY	Light Clean	Night Stop Clean
CRJ	ZAR990.00	ZAR80	ZAR110
DASH 8	ZAR990.00	ZAR80	ZAR110
Q400	ZAR990.00	ZAR80	ZAR110

- 1.2 Handling in case of technical landing for other than commercial purposes will be charged at 25% of the above rates, provided that a physical change of load is not involved.
- 1.3 Handling in case of return to ramp will not be charged extra, provided that a physical change of load is not involved.
- 1.4 Handling in case of return to ramp involving a physical change of load will be charged as for handling in case of technical landing in accordance with sub-paragraph 1.2 of this Annex.
- 1.5 No extra charge will be made for providing the services to the Carrier's off schedule operation, ground interruption and/or overnight off schedule operation provided that the services can be covered by existing shift personnel. Any additional work resulting in additional costs must be pre-approved by the Carrier's

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local representative, in default of which acceptance of service shall be deemed approval of such additional costs.

- 1.6 No extra charges will be made for providing the service at night, weekends or legal holidays.

PARAGRAPH 2 - ADDITIONAL SERVICES & CHARGES

- 2.1 All services not included in paragraph 1 of this Annex B will be charged for at the following rates prevailing at the date on which the service(s) are provided and any other rates not specified under additional services are to be negotiated.

SERVICE	QUANTITY	PRICE
Aircraft Towing	Per Tow	ZAR690
Additional Pushback	Per Push	ZAR395
1 st Bus (JNB/CPT/DUR ONLY)	Per Bus Per Movement	ZAR210
2 nd Bus (JNB/CPT/DUR ONLY)	Per Bus Per Movement	ZAR150
GPU	Per 30 minutes or part thereof	ZAR350
Air Start Unit	Per start (all engines)	ZAR870
Ambulift/PAU	Per Trip	ZAR350
Slipper Chair	Per PAX	NO CHARGE

- 2.2 In the event an extensive delay or cancelled service involving partial or full download of the aircraft requiring the services of the Handling Company's personnel, at the request of the Carrier and upon such services being performed, there will be a charge of 25% for such services in addition to the fees quoted in paragraphs 1.1. and 2.1.

- 2.3 The Carrier will pay the following charges directly to the airport:

HBS, CUTE, Airport AAA, PSC, Check in desk rentals.

- 2.4 Notwithstanding sub-article 11.11 of the Main agreement, the rates set out in this Annex B shall be automatically increased each year on the anniversary of the date of commencement hereof by an amount equal to CPIX in the country where the services are being provided and to take into account any mandated increases in wages for the Handling Company's staff in providing the services over which the Handling Company has no material control.

PARAGRAPH 3 - DISBURSEMENTS

- 3.1 Any disbursements made by the Handling Company on behalf of the Carrier will be reimbursed by the Carrier at cost price plus an accounting surcharge of 5%.

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PARAGRAPH 4 – LIMIT OF LIABILITY

- 4.1 The limit of liability referred to in sub-article 8.5 of the Main Agreement shall be as follows:

AIRCRAFT TYPE	LIMIT OF LIABILITY
CRJ	USD500 000
DASH 8	USD500 000
Q400	USD500 000

The above amounts have been determined by reference to the standard deductible applied by international aviation insurance markets and specified in the Carriers Hull All Risk Policy and will vary accordingly from time to time, but subject to the liability of the Handling Company hereunder not exceeding USD1.5m.

PARAGRAPH 5 – SETTLEMENT

- 5.1 Notwithstanding Sub-Article 7.2 of the Main Agreement the Handling Company will invoice the Carrier monthly for the provision of the Services.
- 5.2 The Carrier shall settle the Handling Company's invoices by bank transfer 30 days from invoice date.
- 5.2.1 Claims and disputes will be made in writing within seven (7) days of the date of invoice.
- 5.2.2 There is no entitlement to
- (i) set off, or counter claim, against any invoice for any reason whatsoever; or
 - (ii) withhold payment on any invoice pending settlement of a dispute. The Carrier may however, withhold payment of any individual element contained within an invoice that has been notified as in dispute in accordance with 5.2.1 above.
- 5.3 The Handling Company reserves the right to charge interest on overdue accounts at a rate of 2% above the prime rate as published from time to time by ABSA Bank Limited from the date the invoice became due. Interest will accrue on a cumulative basis until settlement is made in full.
- 5.4 The Carrier requires accurate supporting documentation to substantiate all charges. Any documentation not supplied in accordance with this Agreement, including unsupported or unauthorised ad-hoc items not clearly identified as being requested by the Carrier or authorised by a representative of the Carrier will not be considered for payment. For the avoidance of doubt, any ad-hoc services requested by the Carrier will at all times be in written form (via email or facsimile) to enable the Handling Company to effectively carry out such services.
- 5.5 The provisions of sub-article 9 of the Main Agreement shall not apply to such claims or disputes.

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PARAGRAPH 6 – EMERGENCY RESPONSE PLAN

- 6.1 Sub-article 1.6 of the Main Agreement shall be amended to include the following:

"In the event of an accident or incident involving the Carrier's aircraft which causes the Carrier to activate its emergency plan, the Handling Company will make its best endeavours to utilise the emergency plan responding to such situation and to assist survivors and families"

- 6.2 The Carrier at its expense will be responsible for the provision of the initial and recurrent training (manpower and training material) necessary for the Handling Company's personnel to perform their responsibilities with respect to the Carrier's emergency plan.

PARAGRAPH 7 – DURATION, TERMINATION AND MODIFICATION

- 7.1 Notwithstanding article 11.4 and 11.5 of the Main Agreement this Annex B shall continue in effect for a fixed period of three years from the date of commencement unless terminated in whole or in part, providing ninety days prior notice to the other party as follows:

a) by the Carrier in the event of;

- (i) material and sustained failure by the Handling Company to achieve the agreed service standards and after failure by the Handling Company to reasonably remedy such failure within 30 days of written notice by Carrier of such failure or,
- (ii) material change to schedule and/or frequency and/or aircraft type and for which the parties are unable to agree on adjustment of rates in accordance with paragraph 1.9; or
- (iii) failure by the Handling Company to perform its obligations under the Main Agreement and/or this Annex B, other than as specified in article 11.8 of the Main Agreement or as set out in this clause, or

b) by the Handling Company in the event of;

- (i) material change to schedule and/or frequency and/or aircraft type and for which the parties are unable to agree an adjustment of rates in accordance with paragraph 1.9 or,
- (ii) failure by the Carrier to perform its obligations under the Main Agreement and/or this Annex B, other than as specified in article 11.8 of the Main Agreement.

- 7.2 At the end of the fixed period set out in 8.1, this Annex B shall continue in effect until terminated by either party providing ninety days prior notice in writing to the other party.

- 7.3 Changes to this Annex B may only be made in writing and by mutual agreement.

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PARAGRAPH 8 - NOTIFICATION

- 8.1 In accordance sub-article 11.3 of the Main Agreement, any notice of communication to be given hereunder shall be addressed to the respective parties as follows:

To Carrier:

4th Floor Offices
West Wing
Pier Development, P.O. Box 101
O.R Tambo International Airport
1627
Telephone: 27 11 978 9315
Fax: 086 681 9768
E-mail:
Attn: Executive Manager Legal

To Handling Company:

Company Secretary
Menzies Aviation PLC
Aviation House
923 Southern Perimeter Road
London Heathrow Airport
Hounslow
Middlesex
TW6 3AE
United Kingdom

PARAGRAPH 9 - CONFIDENTIALITY

- 9.1 The Carrier and the Handling Company agree not to reproduce this Annex B or to distribute it to others, in whole or in part, at any time, and permanently to keep confidential all information contained within the Annex B and all information made available by the Handling Company and the Carrier to each other during its negotiation or in the provision of the services.

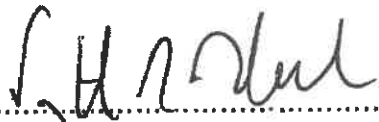
PARAGRAPH 10. DATA PROTECTION

- 10.1 In the provision of the Services under this Agreement the Handling Company shall use reasonable measures to prevent the unauthorised processing, capture, transmission or use of information relating to identified or identifiable individuals (including customer and employee data) which has been collected by or on behalf of the Carrier.
- 10.2 The Handling Company agrees not to use such information other than for the purposes of performing the services or as instructed by the Carrier, and in this regard the Carrier shall not make any claim against the Handling Company and shall defend, hold harmless and indemnify it against any legal liability for claims or suits, including costs and expenses incidental thereto, which may arise in respect of the transfer or disclosure of any such information as may be required to enable the Handling Company to perform the Services or pursuant to any instructions received from the Carrier or from any regulatory or governmental agency having authority to require such transfer or disclosure.

Final

PARAGRAPH 11 – GOVERNING LAW

- 11.1 This Agreement shall be construed in accordance with and governed by the laws of South Africa, and in the event of any dispute the courts of that land shall have exclusive jurisdiction.



for and on behalf of
Handling Company
 Trading as Menzies Aviation (South Africa)
 (Proprietary) Limited



for and on behalf of
Carrier
 South African Express Airways

Forsyth Black
 Date: 12th February 2008


 J. H. N. N. N.
 Executive Manager: Legal Compliance
 Date: 28 FEBRUARY 2008





Contract 11.
file

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**AHM 810 STANDARD GROUND HANDLING AGREEMENT
SIMPLIFIED PROCEDURE**

**ANNEX B - LOCATION(S), AGREED SERVICES AND CHARGES
to the Standard Ground Handling Agreement (SGHA) of January 2004**

Between:

South African Express Airways
having its principal office at:
Domtex
1st Floor
O.R Tambo International Airport
1627

hereinafter referred to as "the Carrier"

and:

Menzies Aviation (South Africa) (Proprietary) Limited
having its principal office at:
Office WL5
West Wing Office Block
3rd Floor
O.R Tambo International Airport, Johannesburg
Kempton Park 1627
Gauteng
South Africa

hereinafter referred to as "the Handling Company"

This Annex B:

1.0

for the location:

O.R Tambo International Airport (JNB),
Cape Town International Airport (CPT),
Durban International Airport (DUR)

Date of Commencement:

01 March 2008

And replaces:

nil

PREAMBLE:

This Annex B is prepared in accordance with the simplified procedure whereby the Parties agree that the terms of the Main Agreement and Annex A of the SGHA of January 2004 as published by the International Air Transport Association shall apply as if the terms were repeated here in full. By signing this Annex B, the Parties confirm that they are familiar with the aforementioned Main Agreement and Annex A.

CPT CHARGES

AIRCRAFT TYPE	RAMP HANDLING ONLY	PASSENGER HANDLING ONLY
CRJ	ZAR2 125.00	ZAR1 890.00
DASH 8	ZAR2 125.00	ZAR1 890.00
Q400	ZAR2 125.00	ZAR1 890.00

PAX HANDLING CHARGES INCLUDE TICKET DESK AND LOST AND FOUND DESK

DUR CHARGES

AIRCRAFT TYPE	RAMP HANDLING ONLY	PASSENGER HANDLING ONLY
CRJ	ZAR 2 220.00	ZAR1 950.00
DASH 8	ZAR 2 220.00	ZAR1 950.00
Q400	ZAR 2 220.00	ZAR1 950.00

- 1.2 Handling in case of technical landing for other than commercial purposes will be charged at 50% of the above rates, provided that a physical change of load is not involved.
- 1.3 Handling in case of return to ramp will not be charged extra, provided that a physical change of load is not involved.
- 1.4 Handling in case of return to ramp involving a physical change of load will be charged as for handling in case of technical landing in accordance with sub-paragraph 1.2 of this Annex.
- 1.5 No extra charge will be made for providing the services to the Carrier's off schedule operation, ground interruption and/or overnight off schedule operation provided that the services can be covered by existing shift personnel. Any additional work resulting in additional costs must be pre-approved by the Carrier's local representative, in default of which acceptance of service shall be deemed approval of such additional costs.
- 1.6 No extra charges will be made for providing the service at night, Saturday, Sunday or legal holidays.
- 1.7 Cancellations within 24 hours will be charged at 50% of the above rates.



PARAGRAPH 5 – SETTLEMENT

- 5.1 Notwithstanding Sub-Article 7.2 of the Main Agreement the Handling Company will invoice the Carrier monthly for the provision of the Services.
- 5.2 The Carrier shall settle the Handling Company's invoices by bank transfer 30 days from invoice date.
- 5.2.1 Claims and disputes will be made in writing within seven (7) days of the date of invoice.
- 5.2.2 There is no entitlement to
- (i) set off, or counter claim, against any invoice for any reason whatsoever; or
 - (ii) withhold payment on any invoice pending settlement of a dispute. The Carrier may however, withhold payment of any individual element contained within an invoice that has been notified as in dispute in accordance with 5.2.1 above.
- 5.3 The Handling Company reserves the right to charge interest on overdue accounts at a rate of 4% above the prime rate as published from time to time by ABSA Bank Limited from the date the invoice became due. Interest will accrue on a cumulative basis until settlement is made in full.
- 5.4 The Carrier requires accurate supporting documentation to substantiate all charges. Any documentation not supplied in accordance with this Agreement, including unsupported or unauthorised ad-hoc items not clearly identified as being requested by the Carrier or authorised by a representative of the Carrier will not be considered for payment. For the avoidance of doubt, any ad-hoc services requested by the Carrier will at all times be in written form (via email or facsimile) to enable the Handling Company to effectively carry out such services.
- 5.5 The provisions of sub-article 9 of the Main Agreement shall not apply to such claims or disputes.

PARAGRAPH 6 – SUPERVISION AND ADMINISTRATION

- 6.1 Notwithstanding sub-article 5.2 of the Main Agreement the Handling Company will carry out all services in accordance with the Carrier's operating manuals and its reasonable written instructions. The Carrier shall make available all manuals to the Handling Company with the relevant operating instructions. In default of which the Handling Company shall carry out all services in accordance with its own standard procedures.
- 6.2 In addition to sub-article 5.8 of the Main Agreement the Handling Company and the Carrier shall reach mutual agreement on the quality standards for the provision of services, not excluding those covered by sub-article 5.1 of the Main Agreement. In default of the agreement the quality standards of the Handling Company will prevail. The Handling Company agrees to take all reasonable steps to ensure that, with regard to contracted services, the agreed upon quality standards will be met.
- 6.3 In addition to sub-article 5.1 of the Main Agreement, the Handling Company will maintain an acceptable level of training recognised by IATA in order to meet the requirements and instructions of the Carrier when providing services with a safety aspect such as load control, loading of aircraft and particularly the handling of dangerous goods.



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PARTICULARS**Date****LICENSOR:**

MENZIES AVIATION (SOUTH AFRICA) (CARGO)
Pty Limited whose registered office is at Unit T1
- T5, Foreign Airlines Cargo Terminal, OR
Tambo International Airport, Johannesburg,
South Africa, 1620.

LICENSEE:

South African Express Airways (Pty) Ltd

t/a

SA Express

PREMISES:

Warehouse at Industrial Park (adjacent to
Abtrack offices in the main gate area)
Port Elizabeth International Airport
Port Elizabeth, Warner, 6065

COMMENCEMENT DATE:

01st December 2010

EXPIRY DATE :

30th November 2011

PREMATURE TERMINATION:

60 (SIXTY) CALENDAR DAYS NOTICE

LICENCE FEE:

R4,800 (Ex VAT) per month



1.1 Interpretation

1.2.1 The Particulars form part of the licence

1.2.3 Any covenant in this licence by the Licensee not to do any act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done and to use its best endeavours to prevent such act or thing being done by another person

1.2.4 Clause and paragraph headings in and the front cover of this licence are for reference purposes only and shall not be taken into account in the construction or interpretation of this licence

1.2.5 Reference in this licence to any clause or paragraph without further designation shall be constructed as a reference to the clause or paragraph of this licence so numbered

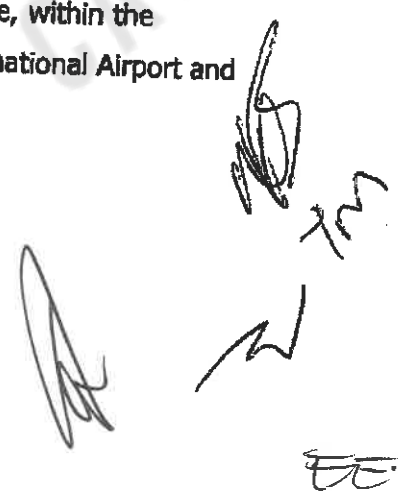
2. LICENCE AND PREMISES

2.1. Subject as hereinafter contained the Licensor will permit the Licensee and its employees servants and invitees to use in common with the Licensor and all others so permitted by the Licensor the Premises as offices and for no other purposes from the Commencement Date until the Expiry Date (determinable as hereinafter provided) AND ALSO to use in common with the Licensor and all others now or hereafter so authorised so much of the Access as is necessary for the purposes of access to and egress from the Premises in each case upon the terms and conditions hereinafter contained.

2.2. The Premises shall consist of approximately 17.5m² office space, within the Warehouse at Industrial Park International Port Elizabeth International Airport and shall Include:

2.2.1. X1(one) car Parking bay

2.2.2. Internet access

The bottom right corner of the page contains several handwritten signatures and initials. There is a large, stylized signature that appears to be 'M' or 'W'. Below it, there are several smaller initials, including 'EE' and 'TM'. The signatures are written in black ink.

Licensor under policy of insurance in respect of the Premises or the Licensor's said adjoining or neighbouring premises would or might be prejudicially affected

3.1.6 not to erect or display any signs or advertisements whatsoever without the prior written consent of the Licensor

3.1.7 to comply with any reasonable rules regulations and requirements from time to time communicated by the Licensor to the Licensee or its servants for the good conduct and management of the Premises and the Licensor's said adjoining or neighbouring premises. The Licensee shall comply with and be bound by the terms of the Licensor's Agreement of Lease with ACSA dated 04th October 2010, the terms of which are incorporated herein.

3.1.8 to indemnify and keep the Licensor indemnified from and against all expenses actions proceedings costs claims damages and demands in respect of any damage or liability caused by or arising from the use by the Licensee or its servants or invitees of the Premises including but not limited to any breach of any security or safety rules relating to the Building.

3.1.9 on the determination of this licence for whatever reason to vacate the Premises, and to remove on said expiration all the Licensee's property occupying the Premises and leave the same in good clean and tidy condition. Any and all property not removed from the Premises within Ninety (90) days at the end of the term of this Agreement or any extension hereof, will be considered to have reverted to the status of building claims of the Licensee, and will be at the Licensor's sole right of disposal.

4. BASIC LICENCE FEE AND OPERATING COSTS

4.1. In the first year of this Licence the basic monthly fee payable by the Licensee for the hire of

the premises shall be as provided for in the following table:-

Premises	Area	Monthly Fee	Vat	Total
DRG cage within warehouse	17.5m ²	R 4,800	R672	R5,472

5.3. The Licensor shall invoice the Licensee for the consumption of the Services on a monthly basis, and the Licensee shall be required to effect payment by way of direct deposit or electronic funds transfer into the Licensor's bank account within 14 (fourteen) days of receipt of such invoice.

5.4. The Licensor shall not be liable for any damages sustained by the Licensee in the event that the supply of the Services to the Premises is interrupted for any reason.

6. DEPOSIT

6.1. On entering into this Lease the Licensee shall pay the Licensor a deposit of an amount equivalent to 1 (one) month's basic licence fee. The Licensee may provide for the deposit by furnishing the Licensor with a bank guarantee in a format approved by the Licensor, which guarantee shall endure for at least the term of the licence, and which shall be valid for a period ending no later than 3 (three) months after the termination of the licence.

7. AGREEMENTS AND DECLARATIONS

The parties to this licence agree and declare that:

7.1 without prejudice to the Licensor's rights in respect of any breach of the undertakings contained in clause 3 of this licence shall determine:

7.1.1 immediately on notice given by the Licensor at any time following any breach by the Licensee of the undertakings contained in clause 3 (if the Licensor has given written notice of such breach to the Licensee which the Licensee has not within 28 days of such notice remedied in full) or;

7.1.2 on not less than 60 days written notice given by the Licensor or the Licensee to the other party to expire at any time.

8.3. Postal Address : Menzies Aviation, PO Box 5571, Tyger Valley Cape Town, 7536,
South Africa

8.4. Telefax : +27 21 936 3523

8.5. E-mail Address : loraine.strachan@menziesaviation.com

9. DOMICILIUM CITANDI ET EXECUTANDI (Licensee)

9.1. The Licensee chooses as its domicilia citandi et executandi for all purposes under this lease, whether in respect of court process, notices or other documents or communications of whatsoever nature the following address:

9.2. Physical Address :

4TH Floor, West Wing

**Pier Development
OR Tambo International Airport
Republic of South Africa**

9.3 Postal Address :

**P.O Box 101
OR Tambo International Airport
1627**

9.3. E-mail Address :

tmamphiswana@flyexpress.aero

9.6. All notices given by either party under this licence shall be in writing and sufficiently served if delivered by hand or sent by recorded delivery to the other party at its domicilia citandi et executandi.

Final

**AHM 810 STANDARD GROUND HANDLING AGREEMENT
SIMPLIFIED PROCEDURE**

**ANNEX B - LOCATION(S), AGREED SERVICES AND CHARGES
to the Standard Ground Handling Agreement (SGHA) of January 2004**

Between: South African Express Airways
having its principal office at:
4th Floor Offices
West Wing
Pier Development, P.O. Box 101
O.R Tambo International Airport
1627

hereinafter referred to as "the Carrier"

and: Menzies Aviation (South Africa) (Proprietary) Limited
having its principal office at:
Office WL5
West Wing Office Block
3rd Floor
OR Tambo International Airport, Johannesburg
Kempton Park 1627
Gauteng
South Africa

hereinafter referred to as "the Handling Company"

This Annex B: 1.0

for the location: O.R Tambo International Airport (JNB),
Cape Town International Airport (CPT),
Durban International Airport (DUR),
Port Elizabeth (PLZ),
East London (ELS),
George (GRJ)

Date of Commencement: 01 March 2008

And replaces: nil

PREAMBLE:

This Annex B is prepared in accordance with the simplified procedure whereby the Parties agree that the terms of the Main Agreement and Annex A of the SGHA of January 2004 as published by the International Air Transport Association shall apply as if the terms were repeated here in full. By signing this Annex B, the Parties confirm that they are familiar with the aforementioned Main Agreement and Annex A.

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PARAGRAPH 1 - HANDLING SERVICES AND CHARGES

- 1.1(a) For a single ground handling consisting of the arrival and the subsequent departure at agreed timings of the same aircraft, the Handling Company shall provide the following services of Annex A at the following rates.

1.1.1 **SECTION 1 – Representation, Administration and Supervision**

1.1.2, 1.1.3, 1.1.4,
1.2.1, 1.2.2, 1.2.4,
1.3.1(b), 1.3.2, 1.3.3, 1.3.8,

SECTION 3 – Ramp Services

3.1.1, 3.1.2(a), 3.1.3(a), 3.1.4(a), 3.1.5, 3.1.6, 3.1.7(a1,3)(b2), 3.1.8,
3.2.1(b)(ACSA),
3.3.1(b), 3.3.2(f),
3.6.1(b, 1)(Q400 only), 3.6.3, 3.6.4, 3.6.5, 3.6.6(a,b), 3.6.7, 3.6.8(a), 3.6.9
(with inventory management), 3.6.10(b),
3.8.1(GSE),
3.11.1, 3.11.2, 3.11.5, 3.11.6, 3.11.7, 3.11.8, 3.11.9(a), 3.11.10,
3.12.1(a), 3.12.2(ALL STATIONS INCLUDED IN THIS ANNEX B),
3.13.1(a), 3.13.3(JNB, CPT, DUR only),

CHARGE RATES:

- 1.1(b) For the services specified in sub-paragraph 1.1 (a), and based on the scheduled arrival and departure times, the following rates will apply:

AIRCRAFT TYPE	RAMP HANDLING ONLY	Light Clean	Night Stop Clean
CRJ	ZAR990.00	ZAR80	ZAR110
DASH 8	ZAR990.00	ZAR80	ZAR110
Q400	ZAR990.00	ZAR80	ZAR110

- 1.2 Handling in case of technical landing for other than commercial purposes will be charged at 25% of the above rates, provided that a physical change of load is not involved.
- 1.3 Handling in case of return to ramp will not be charged extra, provided that a physical change of load is not involved.
- 1.4 Handling in case of return to ramp involving a physical change of load will be charged as for handling in case of technical landing in accordance with sub-paragraph 1.2 of this Annex.
- 1.5 No extra charge will be made for providing the services to the Carrier's off schedule operation, ground interruption and/or overnight off schedule operation provided that the services can be covered by existing shift personnel. Any additional work resulting in additional costs must be pre-approved by the Carrier's

[Handwritten signatures and initials]

Final

local representative, in default of which acceptance of service shall be deemed approval of such additional costs.

- 1.6 No extra charges will be made for providing the service at night, weekends or legal holidays.

PARAGRAPH 2 - ADDITIONAL SERVICES & CHARGES

- 2.1 All services not included in paragraph 1 of this Annex B will be charged for at the following rates prevailing at the date on which the service(s) are provided and any other rates not specified under additional services are to be negotiated.

SERVICE	QUANTITY	PRICE
Aircraft Towing	Per Tow	ZAR690
Additional Pushback	Per Push	ZAR395
1 st Bus (JNB/CPT/DUR ONLY)	Per Bus Per Movement	ZAR210
2 nd Bus (JNB/CPT/DUR ONLY)	Per Bus Per Movement	ZAR150
GPU	Per 30 minutes or part thereof	ZAR350
Air Start Unit	Per start (all engines)	ZAR870
Ambulift/PAU	Per Trip	ZAR350
Slipper Chair	Per PAX	NO CHARGE

- 2.2 In the event an extensive delay or cancelled service involving partial or full download of the aircraft requiring the services of the Handling Company's personnel, at the request of the Carrier and upon such services being performed, there will be a charge of 25% for such services in addition to the fees quoted in paragraphs 1.1. and 2.1.
- 2.3 The Carrier will pay the following charges directly to the airport:
HBS, CUTE, Airport AAA, PSC, Check in desk rentals.
- 2.4 Notwithstanding sub-article 11.11 of the Main agreement, the rates set out in this Annex B shall be automatically increased each year on the anniversary of the date of commencement hereof by an amount equal to CPIX in the country where the services are being provided and to take into account any mandated increases in wages for the Handling Company's staff in providing the services over which the Handling Company has no material control.

PARAGRAPH 3 - DISBURSEMENTS

- 3.1 Any disbursements made by the Handling Company on behalf of the Carrier will be reimbursed by the Carrier at cost price plus an accounting surcharge of 5%.

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PARAGRAPH 4 – LIMIT OF LIABILITY

- 4.1 The limit of liability referred to in sub-article 8.5 of the Main Agreement shall be as follows:

AIRCRAFT TYPE	LIMIT OF LIABILITY
CRJ	USD500 000
DASH 8	USD500 000
Q400	USD500 000

The above amounts have been determined by reference to the standard deductible applied by international aviation insurance markets and specified in the Carriers Hull All Risk Policy and will vary accordingly from time to time, but subject to the liability of the Handling Company hereunder not exceeding USD1.5m.

PARAGRAPH 5 – SETTLEMENT

- 5.1 Notwithstanding Sub-Article 7.2 of the Main Agreement the Handling Company will invoice the Carrier monthly for the provision of the Services.
- 5.2 The Carrier shall settle the Handling Company's invoices by bank transfer 30 days from invoice date.
- 5.2.1 Claims and disputes will be made in writing within seven (7) days of the date of invoice.
- 5.2.2 There is no entitlement to
- (i) set off, or counter claim, against any invoice for any reason whatsoever; or
 - (ii) withhold payment on any invoice pending settlement of a dispute. The Carrier may however, withhold payment of any individual element contained within an invoice that has been notified as in dispute in accordance with 5.2.1 above.
- 5.3 The Handling Company reserves the right to charge interest on overdue accounts at a rate of 2% above the prime rate as published from time to time by ABSA Bank Limited from the date the invoice became due. Interest will accrue on a cumulative basis until settlement is made in full.
- 5.4 The Carrier requires accurate supporting documentation to substantiate all charges. Any documentation not supplied in accordance with this Agreement, including unsupported or unauthorised ad-hoc items not clearly identified as being requested by the Carrier or authorised by a representative of the Carrier will not be considered for payment. For the avoidance of doubt, any ad-hoc services requested by the Carrier will at all times be in written form (via email or facsimile) to enable the Handling Company to effectively carry out such services.
- 5.5 The provisions of sub-article 9 of the Main Agreement shall not apply to such claims or disputes.

Final

PARAGRAPH 6 – EMERGENCY RESPONSE PLAN

- 6.1 Sub-article 1.6 of the Main Agreement shall be amended to include the following:

"In the event of an accident or incident involving the Carrier's aircraft which causes the Carrier to activate its emergency plan, the Handling Company will make its best endeavours to utilise the emergency plan responding to such situation and to assist survivors and families"

- 6.2 The Carrier at its expense will be responsible for the provision of the initial and recurrent training (manpower and training material) necessary for the Handling Company's personnel to perform their responsibilities with respect to the Carrier's emergency plan.

PARAGRAPH 7 – DURATION, TERMINATION AND MODIFICATION

- 7.1 Notwithstanding article 11.4 and 11.5 of the Main Agreement this Annex B shall continue in effect for a fixed period of three years from the date of commencement unless terminated in whole or in part, providing ninety days prior notice to the other party as follows:

a) by the Carrier in the event of;

- (i) material and sustained failure by the Handling Company to achieve the agreed service standards and after failure by the Handling Company to reasonably remedy such failure within 30 days of written notice by Carrier of such failure or,
- (ii) material change to schedule and/or frequency and/or aircraft type and for which the parties are unable to agree on adjustment of rates in accordance with paragraph 1.8; or
- (iii) failure by the Handling Company to perform its obligations under the Main Agreement and/or this Annex B, other than as specified in article 11.8 of the Main Agreement or as set out in this clause, or

b) by the Handling Company in the event of;

- (i) material change to schedule and/or frequency and/or aircraft type and for which the parties are unable to agree an adjustment of rates in accordance with paragraph 1.9 or,
- (ii) failure by the Carrier to perform its obligations under the Main Agreement and/or this Annex B, other than as specified in article 11.8 of the Main Agreement.

- 7.2 At the end of the fixed period set out in 8.1, this Annex B shall continue in effect until terminated by either party providing ninety days prior notice in writing to the other party.

- 7.3 Changes to this Annex B may only be made in writing and by mutual agreement.

Final

PARAGRAPH 8 - NOTIFICATION

- 8.1 In accordance sub-article 11.3 of the Main Agreement, any notice of communication to be given hereunder shall be addressed to the respective parties as follows:

To Carrier:

4th Floor Offices
West Wing
Pier Development, P.O. Box 101
O.R Tambo International Airport
1627
Telephone: 27 11 978 9315
Fax: 086 681 9768
E-mail:
Attn: Executive Manager Legal

To Handling Company:

Company Secretary
Menzies Aviation PLC
Aviation House
923 Southern Perimeter Road
London Heathrow Airport
Hounslow
Middlesex
TW6 3AE
United Kingdom

PARAGRAPH 9 – CONFIDENTIALITY

- 9.1 The Carrier and the Handling Company agree not to reproduce this Annex B or to distribute it to others, in whole or in part, at any time, and permanently to keep confidential all information contained within the Annex B and all information made available by the Handling Company and the Carrier to each other during its negotiation or in the provision of the services.

PARAGRAPH 10. DATA PROTECTION

- 10.1 In the provision of the Services under this Agreement the Handling Company shall use reasonable measures to prevent the unauthorised processing, capture, transmission or use of information relating to identified or identifiable individuals (including customer and employee data) which has been collected by or on behalf of the Carrier.
- 10.2 The Handling Company agrees not to use such information other than for the purposes of performing the services or as instructed by the Carrier, and in this regard the Carrier shall not make any claim against the Handling Company and shall defend, hold harmless and indemnify it against any legal liability for claims or suits, including costs and expenses incidental thereto, which may arise in respect of the transfer or disclosure of any such information as may be required to enable the Handling Company to perform the Services or pursuant to any instructions received from the Carrier or from any regulatory or governmental agency having authority to require such transfer or disclosure.

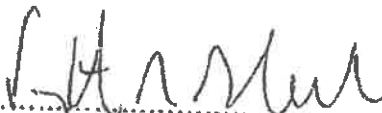
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PARAGRAPH 11 – GOVERNING LAW

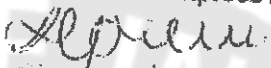
- 11.1. This Agreement shall be construed in accordance with and governed by the laws of South Africa, and in the event of any dispute the courts of that land shall have exclusive jurisdiction.



 for and on behalf of
Handling Company
 Trading as Menzies Aviation (South Africa)
 (Proprietary) Limited

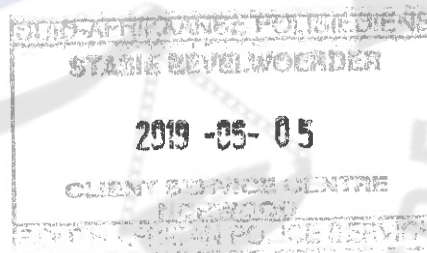


 for and on behalf of
Carrier
 South African Express Airways


 Executive Director: Legal/Compliance

Forsyth Black
 Date: 12 February 2008

Date: 28 FEBRUARY 2008





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ADDENDUM TO THE STANDARD GROUND HANDLING AGREEMENT

BETWEEN

SOUTH AFRICAN EXPRESS AIRWAYS
4th Floor Offices
West Wing Pler Development,
P.O. Box 101
O.R Tambo International Airport
1627

AND

MENZIES AVIATION (SOUTH AFRICA) (PTY) LTD
Office WL5
West Wing Office Block
3rd Floor
O.R Tambo International Airport
Kempton Park 1627
Gauteng
South Africa

Whereas, the Carrier and Handling Company have entered into an Annex B1.0 for services at JNB, DUR, CPT, ELS, PLZ and GRJ.

Both the Carrier and Handling Company wish to add the cleaning services provided to South African Express Airways effective from 1 March 2008 at JNB and CPT as follows:

• Turnaround (Internal clean) – B732	R220.00
• Turnaround (Internal clean) – BAE146/Avro85	R220.00
• Night Stop (Internal clean) – B732	R300.00
• Night Stop (Internal clean) – BAE146	R200.00
• Turnaround (Exterior clean) – Q400	R 40.00 on request
• Turnaround (Exterior clean) – DASH 8	R 40.00 on request
• Turnaround (Exterior clean) – CRJ	R 40.00 on request

(Turnaround Exterior cleaning is defined as cleaning of Flight deck windows, Wipe oil/dirt from Landing gear & under wings)

• Night Stop (Exterior clean) – Q400	R400.00
• Night Stop (Exterior clean) – DASH 8	R400.00
• Night Stop (Exterior clean) – CRJ	R400.00

(Night Stop Exterior cleaning is defined as washing exterior of aircraft with D9 soap – all areas. No polish)

• Deepclean – Q400	R1,800.00
• Deepclean – DASH 8	R1,800.00
• Deepclean – CRJ	R1,800.00

Deepclean is defined as Clean/wash (D9 soap) complete interior of aircraft – Cabin, Walls, Galleys, Toilets, Doors, Flight Deck, Remove seats, Ashtrays, Seat belts, Overhead Stowage Lockers, Holds & Vacuum/remove spots on carpets. Exterior clean – wash all areas and polish with wax.

[Handwritten signatures and initials]

The rates above are charged per occasion

Modification / C-check

Normal Time per person per hour	R18.00
Overtime per person per hour	R27.00
Sunday Time per person per hour	R36.00
PPH per person per hour	R36.00

Hangar cleaning per month

Scrubbing, cleaning of Hangar floor and surrounds	R5,000.00
Cleaning of Hangar Offices & Ablution facilities	R8,000.00

Corporate per month

Head Office	R17,470.00
George Office	R 1,786.90

Cape Town International Airport per month

Cleaning Operations Office	R3,000.00
Cleaning Engineers Office	R2,800.00
Turnaround (Exterior clean)	R 40.00 on request
Night Stop (Exterior clean)	R 350.00 per occasion

Other services not captured in Annex B1.0 entered into between South African Express Airways and Menzies Aviation:

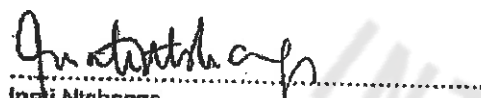
Catering Bags	R 3.00 per bag
George Airport marshalling	R 20.00 per turnaround
Wheel chair utilisation	R 65.00 if PAU vehicle is not used
Crew Transportation	R 100.00 per turnaround
Turnaround charge for handling a B737-200 and BAe146	R2,800.00 per turnaround

Terms and conditions of Annex B will apply.



Forsyth Black
for and on behalf of
Handling Company
Menzies Aviation (South Africa) (Proprietary) Limited

Date: 17/11/08



Ineti Nishanga
for and on behalf of
Carrier
South African Express Airways (Proprietary) Limited

Date: 4/11/2008





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2nd ADDENDUM TO THE STANDARD GROUND HANDLING AGREEMENT

BETWEEN

SOUTH AFRICAN EXPRESS AIRWAYS
4th Floor Offices
West Wing Pier Development,
P.O. Box 101
O.R Tambo International Airport
1627

AND

MENZIES AVIATION (SOUTH AFRICA) (PTY) LTD
Office WL5
West Wing Office Block
3rd Floor
O.R Tambo International Airport
Kempton Park 1627
Gauteng
South Africa

Whereas, the Carrier and Handling Company have entered into an Annex B1.0 for services at JNB, DUR, CPT, ELS, PLZ and GRJ.

Both the Carrier and Handling Company wish to add the car wash services provided to South African Express Airways effective from 1 January 2009 at JNB as follows:

	Category A	Category B	Category C
WASH & GO	R45	R65	R85
BASIC WASH	R65	R85	R125
wash, dry, vacuum			
EXECUTIVE WASH	R85	R105	R150
basic wash, dash, trim, tyres			
ENGINE WASH	R150	R200	R250
(at owners risk)			

Category A - Car, Trailers, Dollies (train of 4 or less)

Category B - Suv's, Ldv's & Mini Bus

Category C - Airport Bus, PAU, Catering Truck, Pushback, MDL, LDL

Terms and conditions of Annex B1.0 of 1 March 2008 will apply.




[Signature]

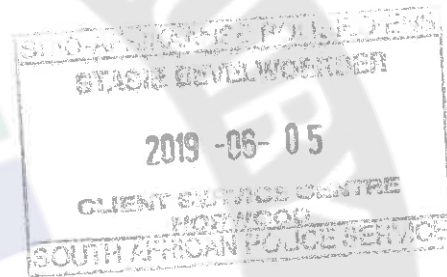
Date: *01/04/09*

Forsyth Black
for and on behalf of
Handling Company
Menzies Aviation (South Africa) (Proprietary) Limited

[Signature]

Date: *02/04/09*

Inati Ntshanga
for and on behalf of
Carrier
South African Express Airways (Proprietary) Limited



[Signature]

3rd ADDENDUM TO THE STANDARD GROUND HANDLING AGREEMENT

BETWEEN

SOUTH AFRICAN EXPRESS AIRWAYS
4th Floor Offices
West Wing Pier Development,
P.O. Box 101
O.R Tambo International Airport
1627

AND

MENZIES AVIATION (SOUTH AFRICA) (PTY) LTD
WL5, West Wing Office Block
3rd Floor
O.R Tambo International Airport
Kempton Park 1627
Gauteng
South Africa

Whereas, the Carrier and Handling Company have entered into an Annex B1.0 for services at JNB, DUR, CPT, ELS, PLZ and GRJ.

Both the Carrier and Handling Company wish to add the transportation services of Indwe Inflight magazines from 1 May 2010 at JNB as follows:

- Bulk load from Menzies' warehouse to Charlie Hangar – R450.00 per month
- Distribution per destination from Charlie Hangar to Aircraft – R100.00 per destination per month

The above rates are exclusive of VAT

All other Terms and Conditions of Annex B will remain unchanged.


.....
Peter Barry
for and on behalf of
Handling Company
Menzies Aviation (South Africa) (Proprietary) Limited

Date:.....


.....
Inati Ntshanga
for and on behalf of
Carrier
South African Express Airways (Proprietary) Limited

Date:.....


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4th ADDENDUM TO THE STANDARD GROUND HANDLING AGREEMENT

BETWEEN

SOUTH AFRICAN EXPRESS AIRWAYS
4th Floor Offices
West Wing Pier Development,
P.O. Box 101
O.R Tambo International Airport
1627

AND

MENZIES AVIATION (SOUTH AFRICA) (PTY) LTD
WL5, West Wing Office Block
3rd Floor
O.R Tambo International Airport
Kempton Park 1627
Gauteng
South Africa

Whereas, the Carrier and Handling Company have entered into an Annex B1.0 for services at JNB, DUR, CPT, ELS, PLZ and GRJ.


Both the Carrier and Handling Company wish to include Baggage Handling at Maseru, Plettersburg and Potchefstroom airports to cover for the World Cup effective 18 June 2010 expiring 15 July 2010.

Services and Pricing per Turnaround are agreed as follows:


- Turnaround Rate as per SGHA
- Staff Cost (1 DM + 3 Sorters) at R 320.00 per hour x blocks of 8 hours
- Balke cost at R 250.00 per day or part thereof.
- Mileage from JNB back to JNB at published AA Rate.
- Overnight Hotel accommodation and Meal Allowances recharged if applicable.
- Any additional costs incurred as a result of this handling will be recharged to the Carrier

The above rates are exclusive of VAT

All other Terms and Conditions of Annex B will remain unchanged.


.....
Forsyth Black
for and on behalf of
Menzies Aviation (South Africa) (Proprietary) Limited

Date: 28/6/2010


.....
Inali Ntshanga
for and on behalf of
South African Express Airways (Proprietary) Limited

Date: 18/06/2010



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5th ADDENDUM TO THE
STANDARD GROUND HANDLING AGREEMENT

BETWEEN

SOUTH AFRICAN EXPRESS AIRWAYS (PTY) LTD.
(Hereinafter referred to as the Carrier)
4th Floor Offices,
West Wing Pier Development,
P.O. Box 101
O.R Tambo International Airport
1627

AND

MENZIES AVIATION (SOUTH AFRICA) (PTY) LTD
WL5, West Wing Office Block,
3rd Floor
O.R Tambo International Airport
Kempton Park
1627
South Africa.

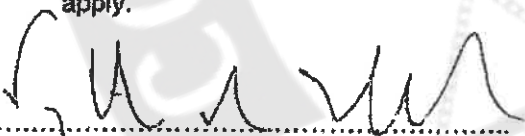
Whereas, the Carrier and Handling Company have entered into an Annex B1.0 for services at JNB, DUR, CPT, ELS, PLZ and GRJ respectively; and

Whereas both the Carrier and Handling Company wish to add the office cleaning services offered to the Carrier at King Shaka International Airport effective from 1 May 2010 as follows:

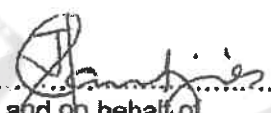
Charge of R700.00 per month
Cleaning Days: 4 times a week (weekdays)
2 x 30 minutes shift a day.

Rates quoted above are excluding VAT.

All other terms and conditions of the Annex B1.0 which commenced 1 March 2008 will apply.


for and on behalf of
Handling Company

Menzies Aviation (South Africa) (Proprietary)
Limited


for and on behalf of
Carrier

South African Express Airways

Forsyth Black

Date: 26/10/10

Print Name: Zuki Jantjie

Date: 14.10.2010.



6th ADDENDUM TO THE
STANDARD GROUND HANDLING AGREEMENT

BETWEEN

SOUTH AFRICAN EXPRESS AIRWAYS
4th Floor Offices,
West Wing Pier Development,
P.O. Box 101
O.R Tambo International Airport
1627

AND

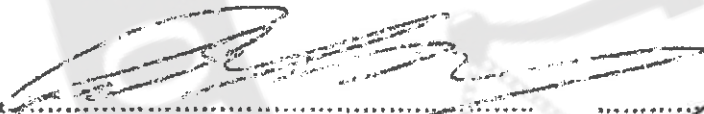
MENZIES AVIATION (SOUTH AFRICA) (PTY) LTD
WL5, West Wing Office Block,
3rd Floor
O.R Tambo International Airport
Kempton Park
1627
South Africa

The Carrier and Handling Company have entered into an Annex B1.0 for services at JNB, DUR, CPT, ELS, PLZ and GRJ.

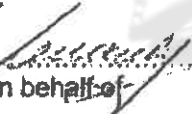
Both the Carrier and Handling Company wish to extend the Annex B1.0 for the duration of 3 months effective from 1 March 2011.

The rates stipulated in Annex B1.0 and its Addendums will attract a CPI of 3.6% as per paragraph 2.4.

All other terms and conditions of the Annex B1.0 which commenced 1 March 2008 will apply.


for and on behalf of
Handling Company

Menzies Aviation (South Africa) (Proprietary)
Limited


for and on behalf of
Carrier

South African Express Airways

Date:

17 FEBRUARY 2011

Print Name:

Date:

22/2/11


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*h test contract***STANDARD GROUND HANDLING AGREEMENT****SERVICE LEVEL AGREEMENT**

between

SOUTH AFRICAN EXPRESS AIRWAYS (Pty) Ltd
Registration Number: 1990/007412/07

and

MENZIES AVIATION (SOUTH AFRICA (Pty) Ltd
Registration Number: 2007/014549/07

At

O.R Tambo International Airport**2008**

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ANNEX C**SERVICE LEVEL AGREEMENT****1. PREAMBLE**

- 1.1 This Service Level Agreement is made between South African Express Airways (Pty) Ltd (SAX - the Carrier) and Menzies Aviation (South Africa) (Pty)Ltd (Menzies - the Service Provider) at the locations agreed to between the parties, concerning Service Delivery Standards for the Ground Handling Services contracted between the Parties in an Agreement commencing 01 August 2008.
- 1.2 The Service Delivery Standards outlined below are subject to the Carrier operating on schedule (+/- 25 minutes) or having informed the Service Provider of unforeseen delays, and the factors being within the control of the service provider. Reasonableness will be applied in the application of the standards.

2. OPERATING FRAMEWORK

- 2.1 Based on the terms and conditions of the Ground Handling Agreement between the parties, the parties hereby agree to the following as it relates to the services provided by Menzies to SAX:
- 2.1.1 Menzies shall familiarize itself with the flight schedule as published and operated by SAX. Any changes to the schedule shall be communicated to Menzies timeously.
- 2.1.2 Menzies shall ensure proper training and re-qualification of personnel in its employ to ensure acceptable service level delivery.


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- 2.1.3 Menzies shall ensure that all mechanically operated equipment utilised in the service of SAX's flights are maintained in a mechanically sound state and that operation thereof shall be conducted by qualified personnel.
- 2.1.4 Menzies shall establish proper systems aimed at ensuring that SAX's delays/complaints are properly recorded, timeously investigated and replied/attended to.
- 2.1.5 All SAX's delays/complaints registered with Menzies shall be attended to within twenty (24) hrs of receipt thereof or within a time frame to be agreed between the parties based on the complexity of the matter under consideration.
- 2.1.6 Menzies shall communicate, to a SAX designated representative, any issues of concern that are of SAX and/or its relevant service providers' creation, which have the overall effect of hindering Menzies's ability to render the requisite service to SAX.
- 2.1.7 In the interest of sustaining the relationship between them, the parties agree to meet regularly to discuss problems/solutions to issues affecting the agreed service delivery standards.
- 2.1.8 The parties agree that any disputed invoiced elements will be advised by SAX to Menzies in writing within 14 days of receipt of invoice and it is accepted that these disputed elements can be withheld from payment until settled. Payment for the non disputed elements will be made as normal with 30 days of receipt of the invoice.
- 2.1.9 The parties shall agree on an audit programme in terms whereof SAX shall conduct audits/inspections of Menzies' procedures, the currency



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status of training, training records of staff and any other relevant information aimed at ensuring the safety and legal compliance of SAX's operations.

3. OBSERVATION OF SAFETY

- 3.1 At all times the service delivery Standards shall not compromise safety procedures.

4. PERFORMANCE MEASUREMENT

- 4.1 Performance will be measured by way of specific measurements, Carrier feedback and random sampling (See AHM804.)

Heading	Service	S/R*	Target
General	Liaise with local Authorities	S	95%
	Indicate that Handling Company is acting as Handling Agent	S	Clear Markings
	Inform Interested parties concerning movements of Carrier's aircraft	S	No Delays Always available
	On-time performance relating to activities controlled by the Service Provider. The said activities are identified by the following delay codes (AHM 011)		99%
Passenger Handling	Provide assistance to disabled and other passengers requiring assistance. Dealings with passengers will always be courteous, friendly and helpful	R	95%

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Baggage Handling	Handle baggage in the baggage sorting area	S	No Delays
	Completion of Offloading of no-show passengers' baggage at least two (2) minutes prior to STD.	S	No Delays
	Prepare bulk baggage for delivery onto flights	S	No delays
	Welgh Bulk Baggage	R	No Delays Accurate
	Offload bulk baggage	S	No Delays
	All baggage to be delivered within fifteen (15) minutes from chocks-on to claim area.	S	95%
	Deliver baggage to claim area	S	95%
	Provide sortation of transfer baggage and make same available to accepting Carrier 20 minutes after on blocks.	S	95%
Parking	Position and/or remove wheel chocks	R	No Delays
	Position and/or remove prop tether stand/tethering.	S	No Delays
	Position and/or remove other items (e.g. safety cones)	S	No Delays
	Provide/Arrange ground power unit – JNB/CPT/DUR only	R	No Delays
Ramp to Flight Deck Communications	Perform ramp to flight deck communication during engine starting	R	No Delays
Loading and Unloading	Provide/Arrange appropriate/decent passenger transport between aircraft and airport terminals at least thirty (30) minutes before departure and one (1) minute after	S	95%

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	arrival.		
	Provide/Arrange for equipment for loading/unloading	S	95%
	Provide/Arrange for equipment and personnel to perform baggage delivery and pick-up at aircraft	S	95%
	Load and secure loads in the Aircraft	S	No Delays
	Redistribute loads in aircraft	S	No Delays
	Open, close and secure aircraft hold doors	S	No Delays
	Provide/Arrange for ballast and daily reconciliation thereof to SAX's Management	S	No Delays
	Provide/Arrange air start unit – JNB/CPT/DUR only	R	No Delays
	Bring departing spats to the aircraft at least twenty (20) minutes before scheduled departure. (before the arrival of other passengers).	R	No delays
	Collect arriving spats immediately after disembarkation of last passenger.	R	No Delays
Moving of Aircraft	Provide/Arrange tow-in and/or push-back tractor – JNB/CPT/DUR only	R	95%
	Arrange for Tow in and/or push back aircraft – JNB/CPT/DUR only	R	95%
Interior Cleaning	Dispose of litter	S	100%
	Clear waste from overhead stowages	S	100%
	Wipe tables	S	100%
	Clean and tidy seats, set belts, seat back pockets and passenger service units	S	100%
	Empty and clean refuse bins	S	100%
	Change head rest covers	S	100%
	Collect/Distribute in cabin items provided by	S	100%

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	Carrier		
	Disinfect/Deodorize aircraft with material provided by Carrier	S	100%
Toilet Services	Provide/Arrange for toilet service	S	100%
	Empty, clean, flush toilets and replenish fluids	S	100%
	Provide disposal services	S	100%
Potable Water Service	Provide/Arrange for water service in JNB/CPT/DUR Only	S	100%
	Drain water tanks	S	100%
	Replenish water tanks with drinking water	S	100%
Ramp Services	Provision of appropriate ground support equipment at least five (5) minutes before on-blocks	S	100%
	Positioning of chocks at least thirty (30) seconds after aircraft is on stand.	R	100%
	Sky-check trolley to be positioned within two (2) minutes after on-blocks/door opens for deplaning passengers.	S	95%
	Cargo to be delivered to the relevant Cargo Warehouse at least thirty (30) minutes after on-blocks.	S	95%
	Post Office Mail to be delivered to the aircraft side at least twenty (20) minutes before ETD	R	95%
	Cargo to be delivered to the aircraft side at least twenty (20) minutes before ETD.	S	95%
Incident Reporting	Provide comprehensive information and frequent updates within twenty four (24) hours of the incident	S	100%

* S = Standard Service R= On Request

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5. REQUEST FOR SERVICE

- 5.1 SAX shall advise Menzies of the need for a Ground Power Unit at least ten (10) minutes before the requisite time.
- 5.2 Menzies shall, within twenty four hours of the passengers' scheduled date of departure, establish if there are any PAU requests for purposes of ensuring PAU availability when the relevant passenger arrives.
- 5.3 In the event of request for un-booked PAU, SAX shall communicate such request at least twenty (20) minutes prior to expected time of departure/arrival. Should a passenger cancel or does not travel after a booking for the PAU has been made, SAX shall make all reasonable endeavors to inform Menzies thereof prior to dispatch of the PAU vehicle.

6. MISCELLANEOUS

- 6.1 This Agreement constitutes the entire agreement between the parties and no agreements, representations or warranties other than those detailed in this Agreement shall be relied upon or be binding on the parties and no amendment or addition to or variation of the terms and conditions of this Agreement shall be of any force or effect unless reduced to writing and signed by both parties hereto.
- 6.2 No latitude, extension of time or other indulgence which may be given or allowed by either party to the other party in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of either party arising from this Agreement, and no single or partial exercise of any right by either party under this Agreement, shall in any circumstances be construed to


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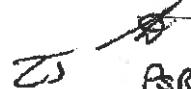

be an implied consent or election by such party or operate as a waiver or a novation of or otherwise affect any of the party's rights in terms of or arising from this Agreement or estop or preclude such party from enforcing at any time

and without notice, strict and punctual compliance with each and every provision, or term hereof. If any term or condition of this agreement shall to any extent be invalid or unenforceable, the remainder of this agreement shall not be affected thereby and each other term and condition shall be valid and enforceable to the fullest extent permitted by law.

7. FORCE MAJEURE

- 7.1 Should any of the obligations of either party become objectively impossible of performance, such party shall be exempted from its obligations under this agreement if the circumstance that rendered performance impossible was unforeseeable with reasonable foresight at the time of contracting and unavoidable with reasonable care at the time of its occurrence by the party concerned and such party displayed reasonable care and diligence in attempting to avoid the consequences thereof.
- 7.2 Such exemption shall however operate only to the extent that the performance of the obligations of such party is rendered objectively impossible and only for the period during which the relevant circumstances prevails. Notice of such circumstances shall be conveyed to the other party in writing without delay.
- 7.3 Nothing herein contained shall excuse, relieve or delay any insurer from the payment of any benefits or proceeds under any policies of insurance furnished and maintained by the parties hereto.




SIGNED ON THIS DAY 31ST JULY 2008 AT O.R TAMBO INTERNATIONAL AIRPORT


DAVE ALLARD
ACTING GENERAL MANAGER
AIRPORT OPERATIONS

FOR AND ON BEHALF OF SAX
(WARRANTING HIS/HER AUTHORITY TO SIGN)


ZUKI JANTJIE
EXECUTIVE MANAGER
AIRPORT OPERATIONS AND OCC

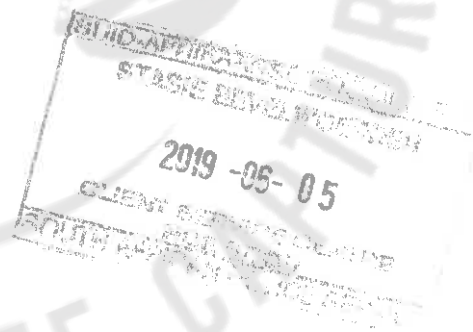

WITNESS

SIGNED ON THIS DAY 31ST JULY 2008 AT O.R TAMBO INTERNATIONAL AIRPORT


PETER BARRY
VICE PRESIDENT SERVICE DELIVERY

FOR AND ON BEHALF OF MENZIES
(WARRANTING HIS/HER AUTHORITY TO SIGN)


WITNESS





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Annexure “11”



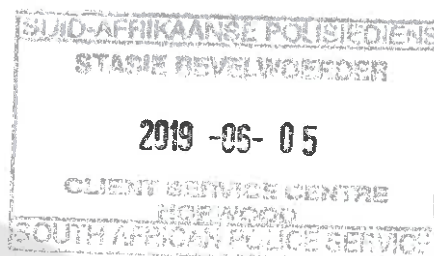
SAX MARKETING SPEND

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Spend

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Document Type	User name	Document Date	Text	Amount in local currency	Document Number	Cost Center	Offsetting acct no.
KG	MASEKOV	31/05/2014	MEDIA CORNER B/N	-145 419.96	1700022670	10361	SAXMED06
KG	MASEKOV	28/11/2014	MINDINTERACTIVE ADVERTISING INA10257	-35 087.72	1700022974	10360	SAXMIN06
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KR	MANGANYIT	08/04/2014	BSM MEDIA BUSINESS TABLET STAND APRIL 2014	45 350.00	1900264196	10361	SAXBSM01
KR	MANGANYIT	12/02/2014	OPAL STRIKE INVESTMENT CAR BRANDING FEB 2014	22 840.00	1900264623	10361	SAXOPA01
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KR	MANGANYIT	30/04/2014	MEDIA CORNER SAX ROUTE CAMPAIGN APRIL 2014	70 955.60	1900265303	10361	SAXMED06
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KR	MASEKOV	01/07/2014	OASIS OUTDOOR MEDIA 01.07.2014 OA001689	50 673.00	1900272279	10361	SAXOAS01
KR	KGWETEP	10/07/2014	SERVOPAK HEADREST COVERS	294.00	1900273673	10361	SAXSER01
KR	MASEKOV	28/07/2014	MINDINTERACTIVE INA10136	35 087.72	1900274204	10360	SAXMIN08
KR	MBAMBOP	06/08/2014	JONTI TENDERS MANAGEMENT SYSTEM JULY 2014	29 934.96	1900275811	10112	SAXJONT01
KR	MASEKOV	13/04/2014	NELSON MANDELA METROPOLITAN UNIV IN101077	877.19	1900277318	10341	SAXNEL02
KR	KGWETEP	19/08/2014	SAA - L'SHI ADVERTISING SAX 20 YRS FUNCTION	73 545.81	1900279709	10361	SAXSAA01
KR	MASEKOV	26/08/2014	MIND INTERACTIVE INA10159	35 087.72	1900281104	10360	SAXMIN08
KR	MASEKOV	30/09/2014	MIND INTERACTIVE INA10203	35 087.72	1900281139	10360	SAXMIN08
KR	MASEKOV	22/09/2014	MEDIA CORNER SP00106	8 723.00	1900282401	10361	SAXMED06
KR	MASEKOV	22/09/2014	MEDIA CORNER SP00104	6 000.00	1900282404	10361	SAXMED06
KR	MASEKOV	22/09/2014	MEDIA CORNER SP00105	8 550.00	1900282406	10361	SAXMED06
KR	MASEKOV	22/09/2014	MEDIA CORNER SP0017	5 000.00	1900282408	10361	SAXMED06
KR	MASEKOV	22/09/2014	MEDIA CORNER SP00103	100 000.00	1900282409	10361	SAXMED06
KR	MASEKOV	16/08/2014	BSM MEDIA 008	72 700.00	1900282818	10361	SAXBSM01
KR	MASEKOV	31/05/2014	MEDIA CORNER 0000000051	145 419.96	1900282872	10361	SAXMED06
KR	MASEKOV	30/09/2014	C-SQUARED CONSUMER CONNECTEDNESS CSQ01431	19 800.00	1900282993	10361	SAXSCQ01

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KR	MASEKOV	10/11/2014	MIND INTERACTIVE INA10238	35 087.72	1900285694	10360	SAXMIN08
KR	MASEKOV	10/10/2014	MEDIA CORNER SP00116	100 000.00	1900285724	10361	SAXMED06
KR	MASEKOV	31/10/2014	MEDIA CORNER SP00128	3 265.00	1900285727	10361	SAXMED06
KR	MASEKOV	21/10/2014	MEDIA CORNER SP00087	4 350.00	1900285730	10361	SAXMED06
KR	MASEKOV	21/10/2014	MEDIA CORNER SP00089	100 000.00	1900285732	10361	SAXMED06
KR	MASEKOV	21/08/2014	MEDIA CORNER SP00088	50 000.00	1900285736	10361	SAXMED06
KR	MASEKOV	28/11/2014	MINDINTERACTIVE SOCIAL MEDIA SUPPORT INA10257	35 087.72	1900288029	10360	SAXMIN06
KR	MASEKOV	28/11/2014	MINDINTERACTIVE ADVERTISING INA10257	35 087.72	1900288029	10360	SAXMIN08
KR	MASEKOV	28/12/2014	MINDINTERACTIVE ADVERTISING INA10275	35 087.72	1900288388	10360	SAXMIN08
KR	MASEKOV	27/10/2014	BASADZI PERSONNEL ADVERTISING BASA2014/1867	25 641.16	1900291415	10360	SAXBAZ01
KR	MASEKOV	27/10/2014	BASADZI PERSONNEL ADVERTISING BASA2014/1911	33 694.85	1900291416	10112	SAXBAZ01
KR	MAVUSOB	27/10/2014	BASADZI PERSONNEL ADVERTISING BASA2014/1911	-25 641.16	1900291478	10112	SAXBAZ01
KR	MAVUSOB	27/10/2014	BASADZI PERSONNEL ADVERTISING BASA2014/1867	-33 694.85	1900291479	10112	SAXBAZ01
KR	MASEKOV	27/10/2014	BASADZI PERSONNEL ADVERTISING BASA2014/1911	29 137.68	1900291549	10112	SAXBAZ01
KR	MASEKOV	27/10/2014	BASADZI PERSONNEL BASA2014/1867	38 289.60	1900291550	10112	SAXBAZ01
KR	MASEKOV	30/11/2014	MEDIA CORNER SP00146	4 866.00	1900291612	10361	SAXMED06
KR	MASEKOV	30/11/2014	MEDIA CORNER SP00145	4 350.00	1900291613	10361	SAXMED06
KR	MASEKOV	30/11/2014	MEDIA CORNER SP00144	100 000.00	1900291615	10361	SAXMED06
KR	MASEKOV	30/11/2014	MEDIA CORNER SP00147	2 000.00	1900291616	10361	SAXMED06
KR	MASEKOV	31/01/2015	MINDINTERACTIVE INA10299	35 087.72	1900293346	10360	SAXMIN08
KR	SPRINKAAND	24/02/2015	P FLOSS - MUSIC HEADRESETS - 24 FEBRUARY 2015	5 740.00	1900295633	10361	SAXPPF01
KR	MASEKOV	27/02/2015	MIND INTERACTIVE INA10318	35 087.72	1900296081	10360	SAXMIN08
KR	MASEKOV	19/03/2015	JUNE COMMUNICATIONS INV00000617	1 650.00	1900297538	10361	SAXJUN01
KR	MASEKOV	31/03/2015	MIND INTERACTIVE COMMUNICATIONS INA10331	35 087.72	1900298790	10360	SAXMIN08
KR	MUKHARIE	30/11/2014	MEDIA CORNER SP00148 NOV 2014	2 500.00	1900298954	10361	SAXMED06
				1 900 836.00			

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Document Type	User name	Document Date	Text	Amount in local currency	Document Number	Cost Center	Offsetting acct no.
KG	MASEKOV	25/04/2015	PM PUBLISHING WTM AFRICA 2015 SHOW GUIDE (DIGITAL)	-5 000.00	1700023872	10361	SAXSPM02
KG	RAMOGALES	01/09/2015	NEWSCLIP MEDIA-CN0000004745	-2 914.50	1700024212	10360	SAXNEW02
KG	RAMOGALES	01/07/2015	IN0000054040 CAPTURED IN WRONG ACC-	-3 379.50	1700024242	10360	SAXNEW02
KG	MASEKOV	22/01/2016	NATIONAL POSITION SA IC 100158	-24 750.00	1700025132	10340	SAXNPS01
KR	MASEKOV	15/04/2015	MIND INTERACTIVE COMMUNICATIONS INA10341	35 087.72	1900300015	10360	SAXMIN08
KR	MASEKOV	02/04/2015	JUNE COMMUNICATIONS INV00000625	810.00	1900300665	10361	SAXJUN01
KR	MASEKOV	10/04/2015	JUNE COMMUNICATIONS INV00000624	9 020.00	1900300700	10361	SAXJUN01
KR	MASEKOV	25/04/2015	BSM MEDIA 017	29 340.00	1900300849	10361	SAXBSM01
KR	MASEKOV	11/04/2015	BSM MEDIA 18	270 846.00	1900301942	10361	SAXBSM01
KR	MASEKOV	31/03/2015	STELLE ENTERPRISES IN102789	13 750.00	1900302663	10361	SAXSTEL01
KR	MASEKOV	28/05/2015	MIND INTERACTIVE COMMUNICATIONS IN100017	35 087.72	1900303898	10360	SAXMIN08
KR	MASEKOV	25/04/2015	PM PUBLISHING WTM AFRICA 2015 SHOW GUIDE (DIGITAL)	5 000.00	1900306657	10361	SAXSPM02
KR	MASEKOV	01/06/2015	SA PULSE MEDIA PM-1049	71 880.00	1900306867	10360	SAXSPM02
KR	MASEKOV	30/06/2015	STELLE ENTERPRISES IN102991	1 860.00	1900307635	10361	SAXSTEL01
KR	MASEKOV	30/06/2015	STELLE ENTERPRISES IN102992	1 500.00	1900307636	10361	SAXSTEL01
KR	MASEKOV	24/07/2015	JOBVEST JV000606	29 967.30	1900308164	10117	SAXJOB01
KR	MASEKOV	13/08/2015	IAN-SEAN BUSINESS ENTERPRISE IS-0001095	42 950.00	1900310063	10510	SAXISB01
KR	MASEKOV	19/08/2015	STELLE ENTERPRISE IN103122	16 040.00	1900310645	10361	SAXSTEL01
KR	RAMOGALES	31/08/2015	NEWSCLIP MEDIA-IN0000059589	2 970.83	1900313777	10360	SAXNEW02
KR	RAMOGALES	31/08/2015	NEWSCLIP MEDIA-IN0000059588	1 690.00	1900313778	10360	SAXNEW02
KR	RAMOGALES	31/07/2015	NEWSCLIP MEDIA-IN0000055954	5 842.00	1900313779	10360	SAXNEW02
KR	RAMOGALES	31/07/2015	NEWSCLIP MEDIA-IN0000055953	1 690.00	1900313780	10360	SAXNEW02
KR	RAMOGALES	01/07/2015	NEWSCLIP MEDIA-IN0000054040	3 379.50	1900313781	10360	SAXNEW02
KR	RAMOGALES	30/09/2015	NEWSCLIP MEDIA-IN0000062173	1 690.00	1900313782	10360	SAXNEW02
KR	RAMOGALES	30/09/2015	NEWSCLIP MEDIA-IN0000062174	1 848.61	1900313783	10360	SAXNEW02
KR	MASEKOV	16/09/2015	NATIONAL POSITIONS IN102949	25 000.00	1900314087	10340	SAXNPS01
KR	RAMOGALES	09/10/2015	IAN-SEAN-IS-0001058	19 501.20	1900314578	10361	SAXISB01
KR	RAMOGALES	07/10/2015	IAN-SEAN-IS-0001057	60 820.00	1900314580	10361	SAXISB01
KR	RAMOGALES	16/09/2015	TRAVEL ND TRADE-2015-18564	10 586.00	1900314869	10361	SAXTTP01
KR	RAMOGALES	21/09/2015	BASADZ-BASA2015/1609	29 301.36	1900315010	10620	SAXBZ01
KR	PUMIAK	16/09/2015	NATIONAL POSITIONS IN102949	-25 000.00	1900315024	10340	SAXNPS01
KR	RAMOGALES	16/09/2015	NATIONAL-IN102949	25 000.00	1900315034	10341	SAXNPS01
KR	RAMOGALES	16/10/2015	NATIONAL-IN102984	49 500.00	1900315035	10341	SAXNPS01
KR	RAMOGALES	22/09/2015	BUSINESS DAY-JV0000678	29 967.30	1900315036	10117	SAXJOB01
KR	RAMOGALES	30/10/2015	NATIONAL-IN102931	25 000.00	1900315711	10340	SAXNPS01
KR	RAMOGALES	30/10/2015	NATIONAL-IN102983	25 000.00	1900315712	10341	SAXNPS01
KR	RAMOGALES	16/11/2015	NATIONAL POSITION-16NOV-15DEC15 COMMISSION	25 000.00	1900318320	10341	SAXNPS01
KR	RAMOGALES	25/11/2015	EVENTX-NGC STAND SALES	36 800.00	1900319231	10361	SAXEVE03

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KR	MASEKOV	17/11/2015 JONTI TENDERS JTI15747	18 492.90	1900320776	10480	SAXJONT01
KR	RAMOGALES	16/01/2016 NATIONAL POSITION-ADVERTISING JAN 16	25 000.00	1900321036	10340	SAXNPS01
KR	RAMOGALES	16/12/2015 NATIONAL POSITION-ADVERTISING 16 DEC-15JAN 16	25 000.00	1900321037	10340	SAXNPS01
KR	RAMOGALES	14/01/2016 SEVEN COLORS-STOKVELEX BOKONE BOPHIRIMA	4 200.00	1900322466	10340	SAXSEV01
KR	PUMLAK	16/01/2016 NATIONAL POSITION-ADVERTISING JAN 16	-25 000.00	1900322506	10340	SAXNPS01
KR	RAMOGALES	23/02/2016 p*p floss pick manufacture-headrest	5 857.00	1900323524	10361	SAXPPF01
KR	PUMLAK	23/02/2016 p*p floss pick manufacture-headrest	-5 857.00	1900323582	10361	SAXPPF01
KR	MASEKOV	26/02/2016 JONTI TENDERS JTI1589	30 238.90	1900323855	10450	SAXJONT01
KR	MASEKOV	18/02/2016 NATIONAL POSITION SA IN103098	25 000.00	1900324560	10340	SAXNPS01
KR	MASEKOV	16/03/2016 NATIONAL POSITION SA IN103123	25 000.00	1900325680	10340	SAXNPS01
KR	MASEKOV	29/03/2016 JONTI TENDERS JTI15967	23 141.43	1900325743	10120	SAXJONT01
			1 033 754.77			



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Document Type	User name	Document Date	Text	Amount in local currency	Document Number	Cost Center	Offsetting acct no.
KG	MASEKOV	16/04/2016	NATIONAL POSITIONS IC100164	-25 000.00	1700025413	10340	SAXNPS01
KG	MASEKOV	22/07/2016	NATIONAL POSITIONS SEO and content marketing Googl	-35 833.00	1700026107	10341	SAXNPS01
KG	KGWETEP	10/09/2016	O'BRIAN BAM-SA BRANDING LUBUMBASHI	-2 916.00	1700026353	10361	SAXOBS01
KR	MASEKOV	16/03/2016	NATIONAL POSITIONS IN102783	25 000.00	1900328168	10340	SAXNPS01
KR	MASEKOV	16/03/2016	NATIONAL POSITIONS IN103048	25 000.00	1900328170	10340	SAXNPS01
KR	MASEKOV	16/04/2016	NATIONAL POSITIONS IN103151	25 000.00	1900329678	10340	SAXNPS01
KR	RAMOGALES	04/05/2016	KGABANG -NAVY BLUE MENS SLAZ	20 090.00	1900330035	10361	SAXKGA03
KR	MASEKOV	31/05/2016	JONTI TENDERS ADVERTISING JTI16100	19 384.64	1900330082	10120	SAXJONT01
KR	RAMOGALES	08/06/2016	expandesign gauteng-sa express gazebo	15 700.00	1900331098	10361	SAXEGN01
KR	MASEKOV	29/06/2016	JONTI TENDERS ADVERTISING JTI16152	19 384.64	1900332262	10112	SAXJONT01
KR	MASEKOV	17/06/2016	JONTI TENDERS ADVERTISING JTI16119	19 384.63	1900332263	10112	SAXJONT01
KR	KGWETEP	22/08/2016	O'BRIAN BAM-SA PHOTOSHOOT 3 DAYS	127 790.40	1900337210	10361	SAXOBS01
KR	KGWETEP	30/08/2016	O'BRIAN BAM-SA TVC PRODUCTION 1ST 50%	564 321.60	1900337211	10361	SAXOBS01
KR	KGWETEP	31/08/2016	O'BRIAN BAM-SA TVC PRODUCTION 2ND 50%	564 321.60	1900337229	10361	SAXOBS01
KR	MASEKOV	22/07/2016	NATIONAL POSITIONS SEO and content marketing Googl	35 833.00	1900337665	10340	SAXNPS01
KR	MASEKOV	22/07/2016	NATIONAL POSITIONS NEW WEBSITE DEVELOPMENT	179 165.00	1900337666	10340	SAXNPS01
KR	KGWETEP	01/05/2016	PR WORX - Social Media Boosts - May 16	5 082.86	1900338963	10360	SAXPRW02
KR	KGWETEP	01/06/2016	PR WORX - Social Media Boosts - Jun 16	775.00	1900338964	10360	SAXPRW02
KR	KGWETEP	01/07/2016	PR WORX - Social Media Boosts - Jul 16	775.00	1900340652	10360	SAXPRW02
KR	KGWETEP	01/08/2016	PR WORX - Social Media Boosts - Aug 16	775.00	1900340657	10360	SAXPRW02
KR	KGWETEP	01/09/2016	PR WORX - Social Media Boosts - Sep 16	775.00	1900340660	10360	SAXPRW02
KR	MASEKOV	18/10/2016	JONTI TENDERS TENDER CANCELLATION NOTICE.REF SAX	12 453.35	1900341468	10112	SAXJONT01
KR	KGWETEP	09/09/2016	O'BRIAN BAM-SA CAREER DAY BANNER	4 692.26	1900341864	10361	SAXOBS01
KR	KGWETEP	05/10/2016	O'BRIAN BAM-SA CAREER DAY BROCHURE	7 200.00	1900341865	10361	SAXOBS01
KR	KGWETEP	10/09/2016	O'BRIAN BAM-SA BRANDING LUBUMBASHI	41 145.95	1900341866	10361	SAXOBS01
KR	KGWETEP	01/10/2016	O'BRIAN BAM-SA RADIO RECORDING L'SHI- FRENCH	15 255.00	1900341868	10361	SAXOBS01
KR	KGWETEP	01/10/2016	O'BRIAN BAM-SA RADIO RECORDING L'SHI- FRENCH	9 366.30	1900341870	10361	SAXOBS01
KR	KGWETEP	16/09/2016	O'BRIAN BAM-SA SAX LUBUMBASHI DIGITAL CAMPAIGN	99 144.00	1900341871	10361	SAXOBS01
KR	KGWETEP	12/10/2016	O'BRIAN BAM-SA WALL STICKERS	3 761.52	1900341873	10361	SAXOBS01
KR	RAMOGALES	18/10/2016	DALNORHEE TRADING -SOLAR POWER BANK	92 300.00	1900342379	10361	SAXDTP01
KR	KGWETEP	15/09/2016	O'BRIAN BAM-SA SAX RADIO MEDIA COST L'SHI	232 498.24	1900342410	10361	SAXOBS01
KR	MASEKOV	01/10/2016	NATIONAL POSITION S SEO AND CONTACT MARKETING GOO	35 833.00	1900342895	10340	SAXNPS01
KR	KGWETEP	30/10/2016	PR WORX - Social Media Boosts - Oct 16	775.00	1900343206	10360	SAXPRW02
KR	PUMLAK	18/10/2016	JONTI TENDERS TENDER CANCELLATION NOTICE.REF SAX	-12 453.35	1900343418	10112	SAXJONT01
KR	RAMOGALES	15/09/2016	CRANBERRY EXECUTIVE BANNER	19 657.90	1900343874	10361	SAXCRAN01
KR	MASEKOV	01/11/2016	NATIONAL POSITIONS SEO and content marketing Nov'1	35 833.00	1900344193	10341	SAXNPS01
KR	MASEKOV	01/09/2016	NATIONAL POSITIONS SEO and content marketing Googl	35 833.00	1900344197	10341	SAXNPS01
KR	KGWETEP	10/09/2016	O'BRIAN BAM-SA BRANDING LUBUMBASHI	2 916.00	1900344553	10361	SAXOBS01
KR	RAMOGALES	29/11/2016	MATLOTLO COMMUNICATIONS-R10 CAMPAIGN COMMUNICATION	2 038 476.80	1900345942	10361	SAXMAT04
KR	KGWETEP	30/11/2016	PR WORX - Social Media Boosts - Nov 16	1 025.00	1900346085	10360	SAXPRW02
KR	RAMOGALES	30/11/2016	DSTV MEDIA SALES-OUR PERFECT WEDDING	419 700.00	1900346356	10361	SAXNEL02

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KR	RAMOGALES	30/11/2016	DSTV-OPW PARTNERSHIP	419 700.00	1900346367	10361	SAXDMS01
KR	RAMOGALES	20/12/2016	MATLOTLO-SUMMER FARE CAMPAIGN	490 900.00	1900346371	10361	SAXMAT04
KR	PUMILAK	30/11/2016	DSTV MEDIA SALES-OUR PERFECT WEDDING	-419 700.00	1900346373	10361	SAXNEL02
KR	KGWETEP	01/12/2016	PR WORX - Social Media Boosts - Dec 16	775.00	1900346476	10360	SAXPRW02
KR	MASEKOV	01/12/2016	NATIONAL POSITIONS SEO and content marketing DEC16	35 833.00	1900346522	10341	SAXNPS01
KR	RAMOGALES	09/01/2017	MATLOTLO-SUMMER FARE PROMOTION FIRST 50%	490 900.00	1900347776	10361	SAXMAT04
KR	RAMOGALES	09/01/2017	MATLOTLO-SUMMER FARE PROMOTION FIRST 50%	402 610.00	1900347777	10361	SAXMAT04
KR	MASEKOV	01/01/2017	NATIONAL POSITIONS SEO AND CONTENT MARKETING FOR	35 833.00	1900348701	10341	SAXNPS01
KR	KGWETEP	31/01/2017	PR WORX - Social Media Boosts - Jan 17	775.00	1900350100	10360	SAXPRW02
KR	RAMOGALES	30/01/2017	MATLOTLO -CREATIVE STRATEGY	402 610.00	1900350345	10361	SAXMAT04
KR	RAMOGALES	06/02/2017	MATLOTLO -VALENTINES COMPETITION	86 760.00	1900350347	10361	SAXMAT04
KR	RAMOGALES	30/01/2017	MATLOTLO -VALENTINES CAMPAIGN	560 195.40	1900350348	10361	SAXMAT04
KR	RAMOGALES	23/02/2017	SHERENO-HEAD REST COVERS	5 800.00	1900350877	10361	SAXSHIP01
KR	MASEKOV	01/02/2017	NATIONAL POSITIONS SEO and content marketing FEB'1	35 833.00	1900351293	10341	SAXNPS01
KR	KGWETEP	30/06/2016	Global Africa Network - Advertising Space	29 950.00	1900351782	10361	SAXGAN01
KR	KGWETEP	01/02/2017	PR WORX - Social Media Boosts - Feb 17	775.00	1900351883	10360	SAXPRW02
KR	KGWETEP	23/03/2017	Matlotlo Comm - Sax AV Editing and Packaging	45 200.00	1900352847	10361	SAXMAT04
KR	KGWETEP	23/03/2017	Matlotlo Comm - Sax Brochures/Wall Banner/Tags	16 890.00	1900352848	10361	SAXMAT04
KR	KGWETEP	20/01/2017	O'BRIAN BAM-SA Career Day Brochure	11 500.00	1900352851	10361	SAXOBS01
KR	MASEKOV	01/03/2017	NATIONAL POSITION SEO AND CONTENT MARKETING FOR MA	35 833.00	1900352877	10341	SAXNPS01
KR	WOLFAARDA	20/03/2017	MARU A PULA CYCLING UNIFORM	35 640.00	1900354278	10361	SAXMAP01
				7 404 834.74			



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Document Type	User name	Document Date	Text	Amount in local currency	Document Number	Cost Center	Offsetting acct no.
KG	MUVHANGOK	09/10/2017	MATLOTLO COMMUNICATIONS - AGENCY FEES CREDIT	-560 195.40	1700026876	10361	SAXMAT04
KG	MASEKOV	30/03/2017	MATLOTLO COMMUNICATIONS BILLBOARD RENTAL SA EXPRES	-235 000.00	1700026906	10361	SAXMAT04
KG	MUVHANGOK	14/11/2017	MATLOTLO COMMUNICATIONS - AGENCY FEES	-724 320.00	1700026938	10361	SAXMAT04
KG	MUVHANGOK	24/11/2017	MATLOTLO COMMUNICATIONS - MARKETING & ADVERTISING	-91 900.00	1700026951	10361	SAXMAT04
KG	MAJOLAX	20/11/2017	C-SQUARED CONSUMER: Agency Retainer Fee- Sept 2017	-144 056.84	1700026997	10361	SAXSCQ01
KG	MASEKOV	12/07/2017	MATLOTLO COMM	-235 000.00	1700027024	10361	SAXMAT04
KG	MAJOLAX	01/02/2018	C-SQUARED CONSUMER: Agency Retainer Fee- Dec 2017	-105 000.00	1700027208	10361	SAXSCQ01
KG	MAJOLAX	01/02/2018	C-SQUARED CONSUMER: Quarterly variance Oct - Dec 17	-104 403.39	1700027208	10361	SAXSCQ01
KR	MASEKOV	01/04/2017	NATIONAL POSITIONS SEO and content marketing APRIL	35 833.00	1900354691	10341	SAXNPS01
KR	MAVUSOB	25/04/2017	MATLOTLO COMMUNICATIONS - BILLBOARD RENTAL MAY2017	235 000.00	1900355350	10361	SAXMAT04
KR	PUMLAK	25/04/2017	MATLOTLO COMMUNICATIONS - BILLBOARD RENTAL MAY2017	-235 000.00	1900355682	10361	SAXMAT04
KR	PUMLAK	25/04/2017	MATLOTLO COMMUNICATIONS - BILLBOARD RENTAL MAY2017	235 000.00	1900355698	10361	SAXMAT04
KR	MAVUSOB	12/05/2017	FIO D SILVA METAL BADGES FOR STAFF 1ST 50% DEPOS	46 800.00	1900355717	10361	SAXEFO01
KR	PUMLAK	12/05/2017	FIO D SILVA METAL BADGES FOR STAFF 1ST 50% DEPOS	-46 800.00	1900355719	10361	SAXEFO01
KR	MAVUSOB	12/05/2017	FIO D SILVA METAL BADGES FOR STAFF 1ST 50% DEPOS	46 800.00	1900355721	10361	SAXFIO01
KR	PUMLAK	12/05/2017	FIO D SILVA METAL BADGES FOR STAFF 2ND 50% PAYMEN	46 800.00	1900355850	10361	SAXFIO01
KR	PUMLAK	17/05/2017	AdvTech Resourcing - Advert: Tender - Tech. Supply	42 846.55	1900356024	10112	SAXARG01
KR	MASEKOV	01/05/2017	NATIONAL POSITIONS SEO AND CONTENT MAY'17	35 833.00	1900356537	10341	SAXNPS01
KR	RAMATHUTHUP	31/03/2017	MATLOTLO COMMUNICATIONS - AGENCY FEES	724 320.00	1900356626	10361	SAXMAT04
KR	RAMATHUTHUP	30/03/2017	MATLOTLO COMMUNICATIONS - MARKETING & ADVERTISING	91 900.00	1900356627	10361	SAXMAT04
KR	RAMATHUTHUP	30/03/2017	MATLOTLO COMMUNICATIONS - BILLBOARD RENTAL APR 17	235 000.00	1900356628	10361	SAXMAT04
KR	RAMATHUTHUP	23/03/2017	MATLOTLO COMMUNICATIONS - AGENCY FEES	1 057 308.95	1900356629	10361	SAXMAT04
KR	RAMATHUTHUP	23/03/2017	MATLOTLO COMMUNICATIONS - PROFESSIONAL FEES	256 878.40	1900356630	10361	SAXMAT04
KR	RAMATHUTHUP	16/02/2017	MATLOTLO COMMUNICATIONS - STREET SIGNS/POSTERS	128 655.00	1900356631	10361	SAXMAT04
KR	RAMATHUTHUP	14/02/2017	MATLOTLO COMMUNICATIONS - AGENCY FEES	560 195.40	1900356632	10361	SAXMAT04
KR	RAMATHUTHUP	14/02/2017	MATLOTLO COMMUNICATIONS - AGENCY FEES	1 057 308.95	1900356633	10361	SAXMAT04
KR	RAMATHUTHUP	13/02/2017	MATLOTLO COMMUNICATIONS - BILLBOARD RENTAL MAR 17	332 000.00	1900356634	10361	SAXMAT04
KR	RAMATHUTHUP	06/01/2017	MATLOTLO COMMUNICATIONS - NOVALITE DIARIES	104 200.00	1900356635	10361	SAXMAT04
KR	RAMATHUTHUP	06/02/2017	MATLOTLO COMMUNICATIONS - MARKETING & ADVERTISING	183 800.00	1900356636	10361	SAXMAT04
KR	RAMATHUTHUP	29/05/2017	MATLOTLO COMMUNICATIONS - BILLBOARD RENTAL JUN 17	235 000.00	1900356949	10361	SAXMAT04
KR	MASEKOV	01/06/2017	NATIONAL POSITIONS SA Pty Ltd SEO and content mark	35 833.00	1900359013	10341	SAXNPS01
KR	MASEKOV	03/07/2017	NATIONAL POSITIONS SA Pty Ltd SEO and content mark	35 833.00	1900360201	10341	SAXNPS01
KR	MUVHANGOK	26/06/2017	MATLOTLO COMMUNICATIONS - BILLBOARD RENTAL JUL2017	235 000.00	1900361056	10361	SAXMAT04
KR	MASEKOV	01/08/2017	NATIONAL POSITIONS SEO AND CONTENT MARKETING AUG'	35 833.00	1900362255	10341	SAXNPS01
KR	MUVHANGOK	12/07/2017	MATLOTLO COMMUNICATIONS - BILLBOARD RENTAL AUG2017	235 000.00	1900362544	10361	SAXMAT04
KR	MASEKOV	01/09/2017	NATIONAL POSITION SEO/CONTENT MARKETING SEP'17	35 833.00	1900364226	10341	SAXNPS01
KR	MUVHANGOK	14/02/2017	MATLOTLO COMMUNICATIONS - AGENCY FEES	560 195.40	1900364776	10361	SAXMAT04
KR	MASEKOV	01/10/2017	NATIONAL POSITION SA Pty Ltd	35 833.00	1900364856	10341	SAXNPS01
KR	MASEKOV	30/03/2017	MATLOTLO COMMUNICATIONS BILLBOARD RENTAL SA EXPRES	235 000.00	1900365438	10361	SAXMAT04
KR	MAJOLAX	10/08/2017	C-SQUARED CONSUMER: Agency Retainer Fee- July 2017	105 000.00	1900365595	10361	SAXSCQ01

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KR	MAJOLAX	10/10/2017 C-SQUARED CONSUMER: Agency Retainer Fee- Aug 2017	105 000.00	1900365596	10361	SAXSCQ01
KR	MUVHANGOK	31/03/2017 MATLOTLO COMMUNICATIONS - AGENCY FEES	724 320.00	1900366806	10361	SAXMAT04
KR	MASEKOV	01/11/2017 NATIONAL POSITION SEO AND CONTENT MARKETING NOV'17	35 833.00	1900366814	10341	SAXNPS01
KR	MAJOLAX	20/11/2017 C-SQUARED CONSUMER: Agency Retainer Fee- Sept 2017	144 056.84	1900367421	10361	SAXSCQ01
KR	MAJOLAX	14/11/2017 C-SQUARED CONSUMER: GIFTS - 100 NB-9424 Tibeca Max	24 300.00	1900367437	10361	SAXSCQ01
KR	MAJOLAX	17/11/2017 C-SQUARED CONSUMER: GIFTS - 100 BR4118, Exec umbre	24 755.00	1900367438	10361	SAXSCQ01
KR	RAMATHUTHUP	30/03/2017 MATLOTLO COMMUNICATIONS - MARKETING & ADVERTISING	91 900.00	1900367477	10361	SAXMAT04
KR	MUVHANGOK	26/06/2017 MATLOTLO COMMUNICATIONS - ANNUAL REPORT 2016	599 435.00	1900367808	10360	SAXMAT04
KR	MAJOLAX	24/11/2017 C-SQUARED CONSUMER: Agency Retainer Fee- Oct 2017	105 000.00	1900367964	10361	SAXSCQ01
KR	MAJOLAX	23/11/2017 C-SQUARED CONSUMER: Recon for July - Sept 2017	39 056.84	1900368239	10361	SAXSCQ01
KR	MAJOLAX	20/11/2017 C-SQUARED CONSUMER: Agency Retainer Fee- Sep 2017	105 000.00	1900369051	10361	SAXSCQ01
KR	MASEKOV	01/12/2017 NATIONAL POSITION SEO and content Dec'17	35 833.00	1900369735	10341	SAXNPS01
KR	MASEKOV	12/07/2017 MATLOTLO COMMUNICATIONS 2017/12	235 000.00	1900370069	10361	SAXMAT04
KR	MAJOLAX	15/12/2017 C-SQUARED CONSUMER: Agency Retainer Fee- Nov 2017	105 000.00	1900370668	10361	SAXSCQ01
KR	MASEKOV	01/01/2018 NATIONAL POSITION SA PTY LTD SEO AND CONTENT MARK	35 833.00	1900371064	10341	SAXNPS01
KR	MAJOLAX	20/02/2018 C-SQUARED CONSUMER: GIFTS - 1000 qty advertising	49 000.00	1900372870	10361	SAXSCQ01
KR	MASEKOV	01/02/2018 NATIONAL POSITION SA SEO and content marketing Feb	35 833.00	1900372875	10341	SAXNPS01
KR	MAJOLAX	01/02/2018 C-SQUARED CONSUMER: Quarterly variance Oct - Dec 17	104 403.39	1900373350	10361	SAXSCQ01
KR	MAJOLAX	01/02/2018 C-SQUARED CONSUMER: Agency Retainer Fee- Dec 2017	105 000.00	1900373350	10361	SAXSCQ01
KR	MAJOLAX	22/02/2018 C-SQUARED CONSUMER: Agency Retainer Fee- Jan 2018	105 000.00	1900373351	10361	SAXSCQ01
KR	MAJOLAX	06/03/2018 C-SQUARED CONSUMER: Agency Retainer Fee- Feb 2018	105 000.00	1900373758	10361	SAXSCQ01
KR	MASEKOV	01/03/2018 NATIONAL POSITION SA SEO and content marketing MAR	35 833.00	1900375405	10341	SAXNPS01
KR	MAJOLAX	01/02/2018 C-SQUARED CONSUMER: Agency Retainer Fee- Dec 2017	105 000.00	1900375781	10361	SAXSCQ01
KR	MAJOLAX	01/02/2018 C-SQUARED CONSUMER: Recon for Oct - Dec 2017	104 403.39	1900375782	10361	SAXSCQ01
			7 918 959.48			

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Document t Type	User name	Document Date	Text	Amount in local currency	Document Number	Cost Center	Offsetting acct no.
KR	PUMIAK	01/11/2018	NATIONAL POSITION SEO and content marketing	-35 833.00	1900385082	10341	SAXNPS01
KR	MUVHANGOK	18/12/2018	CLASS MATTER - PHOTOGRAPHS	1 600.00	1900388360	10360	SAXCLM01
KR	MUVHANGOK	13/02/2019	CLASS MATTER - PHOTOGRAPHS	1 600.00	1900389844	10360	SAXCLM01
KR	MASEKOV	09/01/2019	NATIONAP POSITION MONTHLY SUPPORT & HOSTING	3 105.00	1900388106	10341	SAXNPS01
KR	MASEKOV	09/02/2019	NATIONAL PPSITIONMONTHLY SUPPORT & HOSTING	3 105.00	1900388941	10341	SAXNPS01
KR	MUVHANGOK	10/12/2018	CLASS MATTER - PHOTOGRAPHS	3 800.00	1900388363	10360	SAXCLM01
KR	MUVHANGOK	11/12/2018	CLASS MATTER - PHOTOGRAPHS	3 800.00	1900388364	10360	SAXCLM01
KR	MASEKOV	01/12/2018	NATIONAP POSITION MONTHLY SUPPORT & HOSTING	4 312.50	1900388102	10341	SAXNPS01
KR	MASEKOV	01/01/2019	NATIONAP POSITION MONTHLY SUPPORT & HOSTING	4 312.50	1900388104	10341	SAXNPS01
KR	MASEKOV	01/11/2018	NATIONAP POSITION MONTHLY SUPPORT & HOSTING	4 312.50	1900388107	10341	SAXNPS01
KR	MASEKOV	01/02/2019	NATIONAL PPSITIONMONTHLY SUPPORT & HOSTING	4 312.50	1900388939	10341	SAXNPS01
KR	MASEKOV	07/11/2018	NATIONAP POSITION EXCEEDED MONTHLY QUOTE	6 900.00	1900388108	10341	SAXNPS01
KR	SPRINKAAND	25/03/2019	SAA - LSHI FLIGHT LAUNCHING AUG 2018	7 711.43	1900389900	10341	SAXSAA01
KR	MASEKOV	05/12/2018	NATIONAP POSITION EXCEEDED MONTHLY QUOTE	8 193.00	1900388105	10341	SAXNPS01
KR	SPRINKAAND	25/03/2019	SAA - L'SHI GBS APR18 TO JUN18	9 460.93	1900389905	10241	SAXSAA01
KR	MASEKOV	09/01/2019	NATIONAP POSITION EXCEEDED MONTHLY QUOTE	10 005.00	1900388103	10341	SAXNPS01
KR	MASEKOV	09/02/2019	NATIONAL PPSITIONMONTHLY SUPPORT & HOSTING	10 005.00	1900388940	10341	SAXNPS01
KR	MASEKOV	01/11/2018	NATIONAL POSITION SEO and content marketing	25 833.00	1900385038	10341	SAXNPS01
KR	MASEKOV	01/12/2018	SEO and Content Marketing	25 833.00	1900386166	10341	SAXNPS01
KR	MASEKOV	01/04/2018	NATIONAL POSITION SA SEO and content marketing APR	35 833.00	1900376239	10341	SAXNPS01
KR	MASEKOV	01/05/2018	NATIONAL POSITION SA SEO AND CONTENT MARKETING MAY	35 833.00	1900378699	10341	SAXNPS01
KR	MASEKOV	01/06/2018	NATIONAL POSITION SEO AND CONTENT MARKETING JUN'1	35 833.00	1900379785	10341	SAXNPS01
KR	MASEKOV	01/07/2018	NATIONAL POSITION SEO AND CONTENT MARKETING JUN'1	35 833.00	1900381331	10341	SAXNPS01
KR	MASEKOV	01/08/2018	NATIONAL POSITION SEO and content marketing Aug'18	35 833.00	1900381963	10341	SAXNPS01
KR	MASEKOV	01/09/2018	NATIONAL POSITION SEO and content marketing SEP'18	35 833.00	1900383127	10341	SAXNPS01
KR	MASEKOV	01/10/2018	NATIONAL POSITION SEO and content marketing OCT'18	35 833.00	1900383633	10341	SAXNPS01
KR	MASEKOV	01/11/2018	NATIONAL POSITION SEO and content marketing	35 833.00	1900384809	10341	SAXNPS01
KR	MAJOLAX	06/04/2018	C-SQUARED CONSUMER: Agency Retainer Fee- Mar 2018	105 000.00	1900377122	10361	SAXSCQ01
KR	MAJOLAX	07/05/2018	C-SQUARED CONSUMER: Agency Retainer Fee- Apr 2018	105 000.00	1900377860	10361	SAXSCQ01
KR	MASEKOV	26/06/2017	MATLOTLO COMMUNICATIONS - ANNUAL REPORT 2016	599 435.00	1900382974	10360	SAXMAT04
KR	MASEKOV	23/03/2017	MATLOTLO COMMUNICATIONS - AGENCY FEES	1 205 332.20	1900391272	10361	SAXMAT04
KG	MASEKOV	23/03/2017	MATLOTLO COMMUNICATIONS - AGENCY FEES	-1 205 332.20	1700027978	10361	SAXMAT04
KG	MASEKOV	26/06/2017	MATLOTLO COMMUNICATIONS - ANNUAL REPORT 2016	-599 435.00	1700027534	10360	SAXMAT04
KG	MASEKOV	30/09/2018	NATIONAL POSITION CREDIT NOTE IC100214	-50 000.00	1700027542	10341	SAXNPS01
KG	MASEKOV	01/12/2018	SEO and Content Marketing	-25 833.00	1700027881	10341	SAXNPS01
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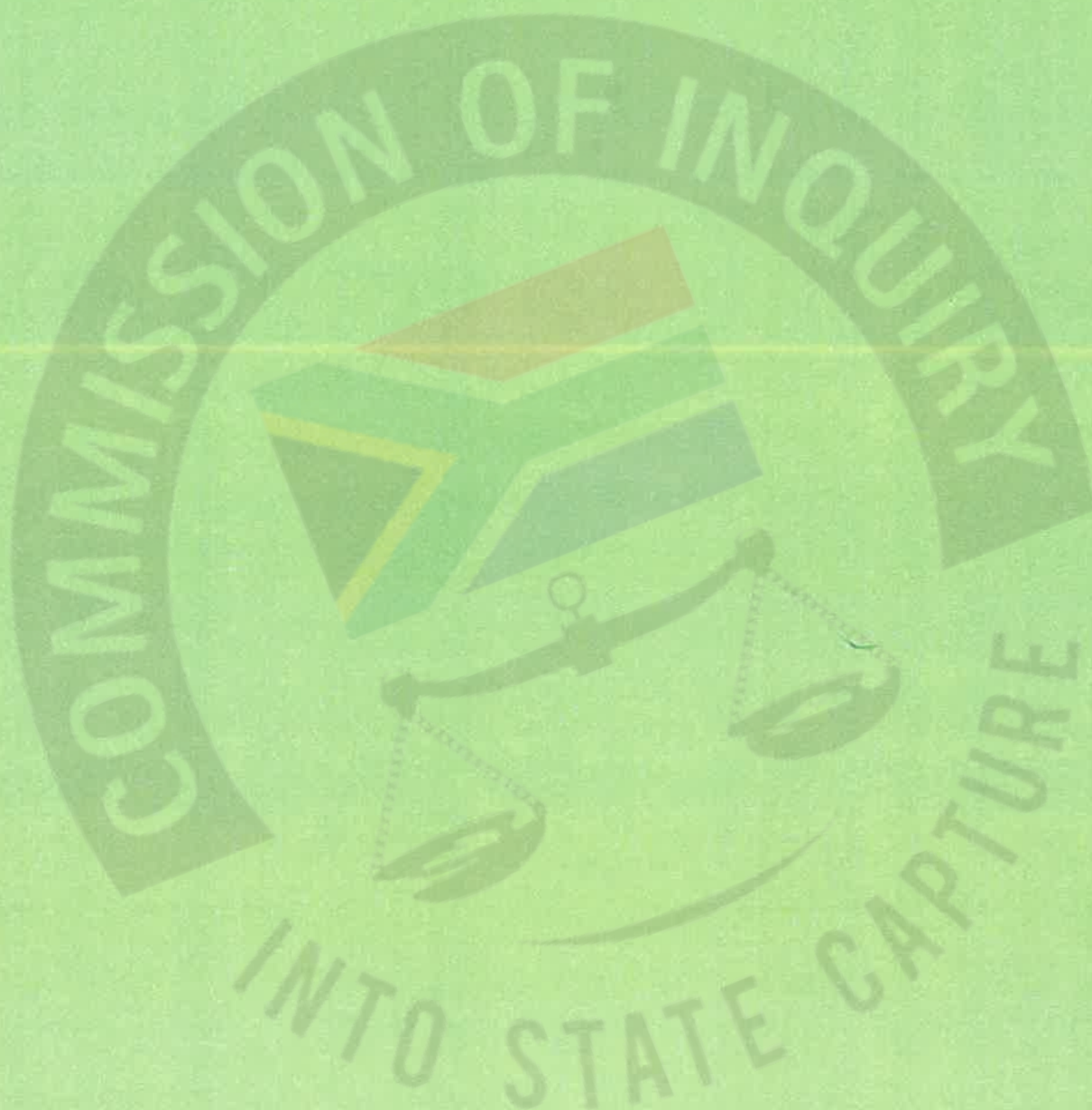
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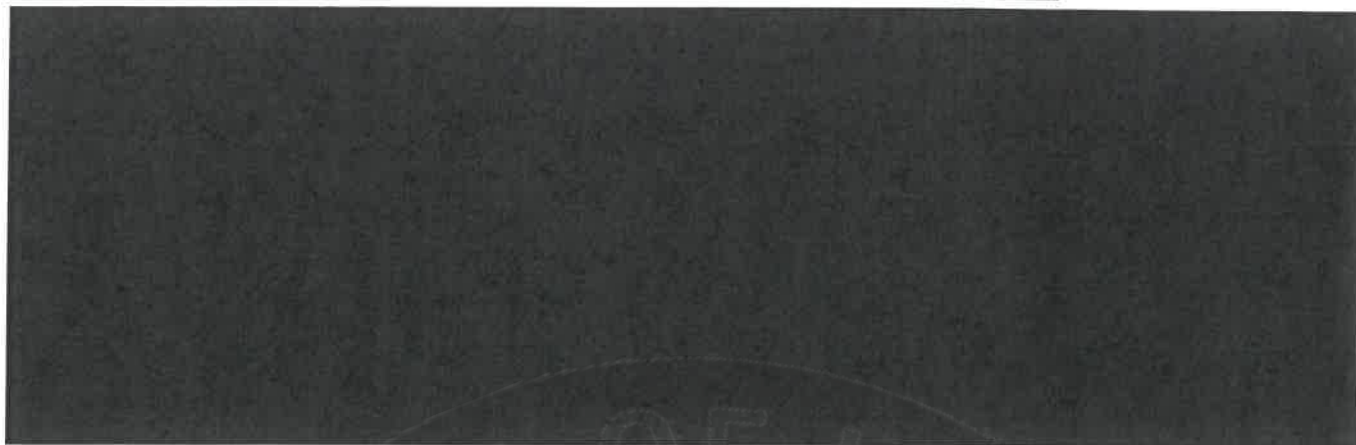
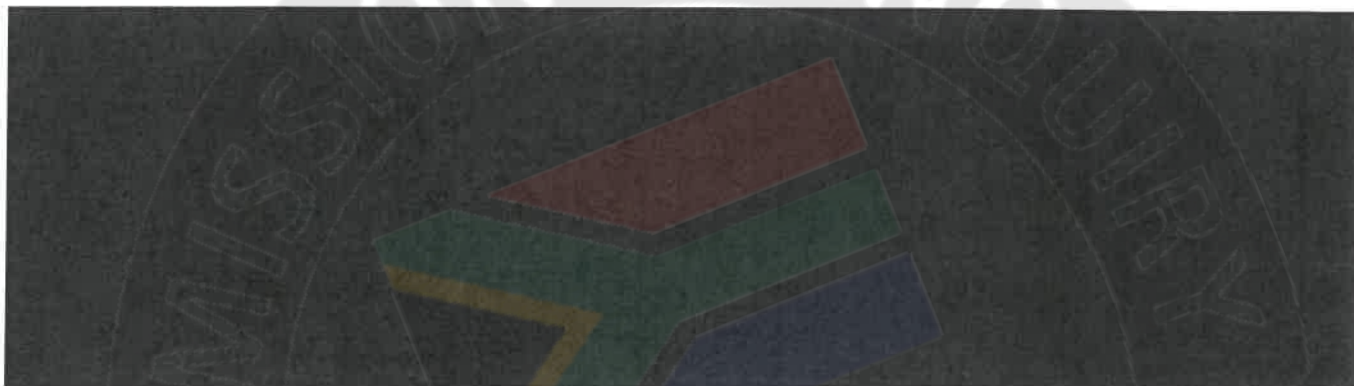
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Annexure "12"



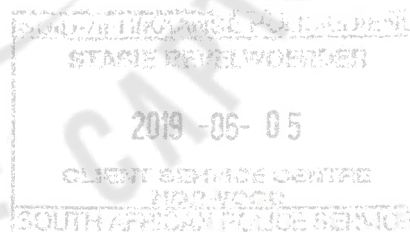
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BREAKDOWN OF MTHATHA COSTS (DECEMBER 2018 TO APRIL 2019)**COST ANALYSIS***** NOTE:**

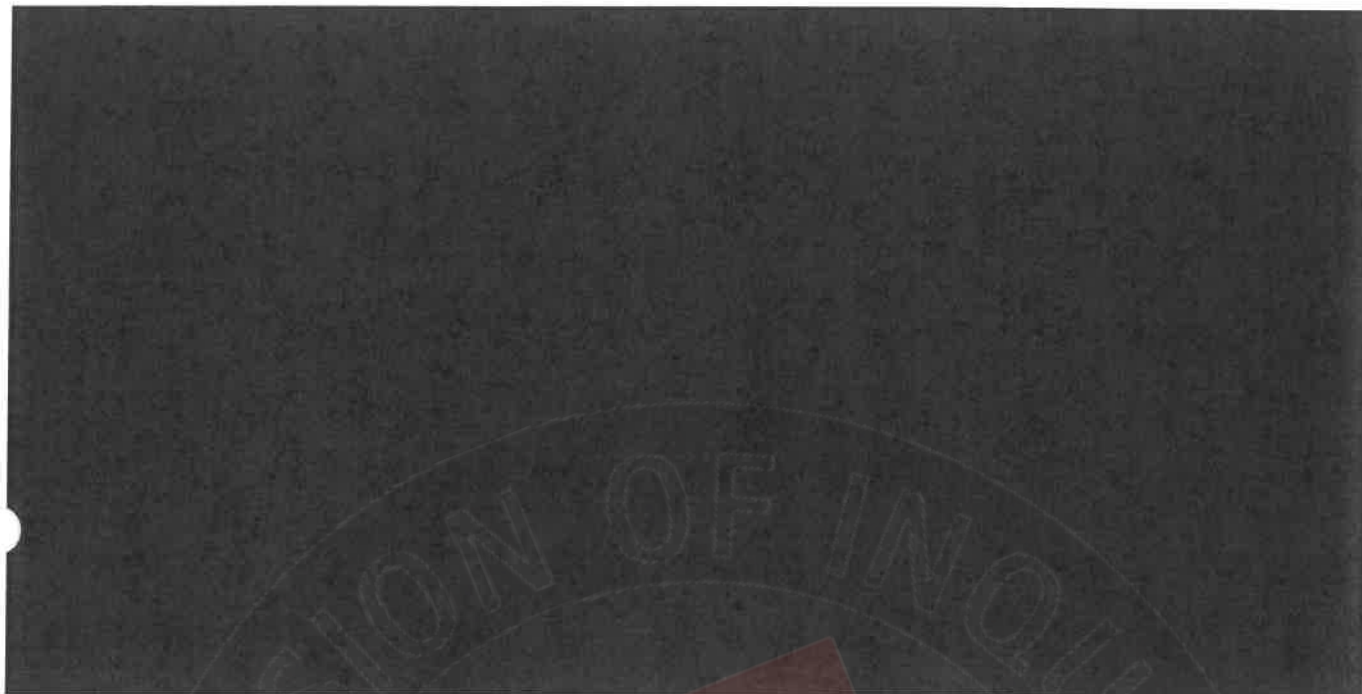
AS PER MEETING WITH THE CAA (AIRPORT COMPANY) AT MTHATHA AIRPORT THE RATES ARE ALLIGNED WITH ACSA CHARGES. A FORMAL SHEET HAS BEEN REQUIRED FROM THE DEPARTMENT OF TRANSPORT MTHATHA TO VERIFY THEIR AIRPORT FEES - SA EXPRESS IS AWAITING DOCUMENT HOWEVER EMAIL CONFIRMATION WAS RECEIVED.

NONE OF THE ABOVE INVOICES HAVE BEEN PAID DUE TO THE INCORRECT LAYOUT OF THE INVOICES. INVOICES CONTAIN NO DETAILS OF AIRLINE/VAT NUMBERS ETC. DEPARTMENT OF TRANSPORT MTHATHA HAS BEEN ADVISED OF THE MATTER.



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COMMISSION OF INQUIRY

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COMMISSION OF INQUIRY

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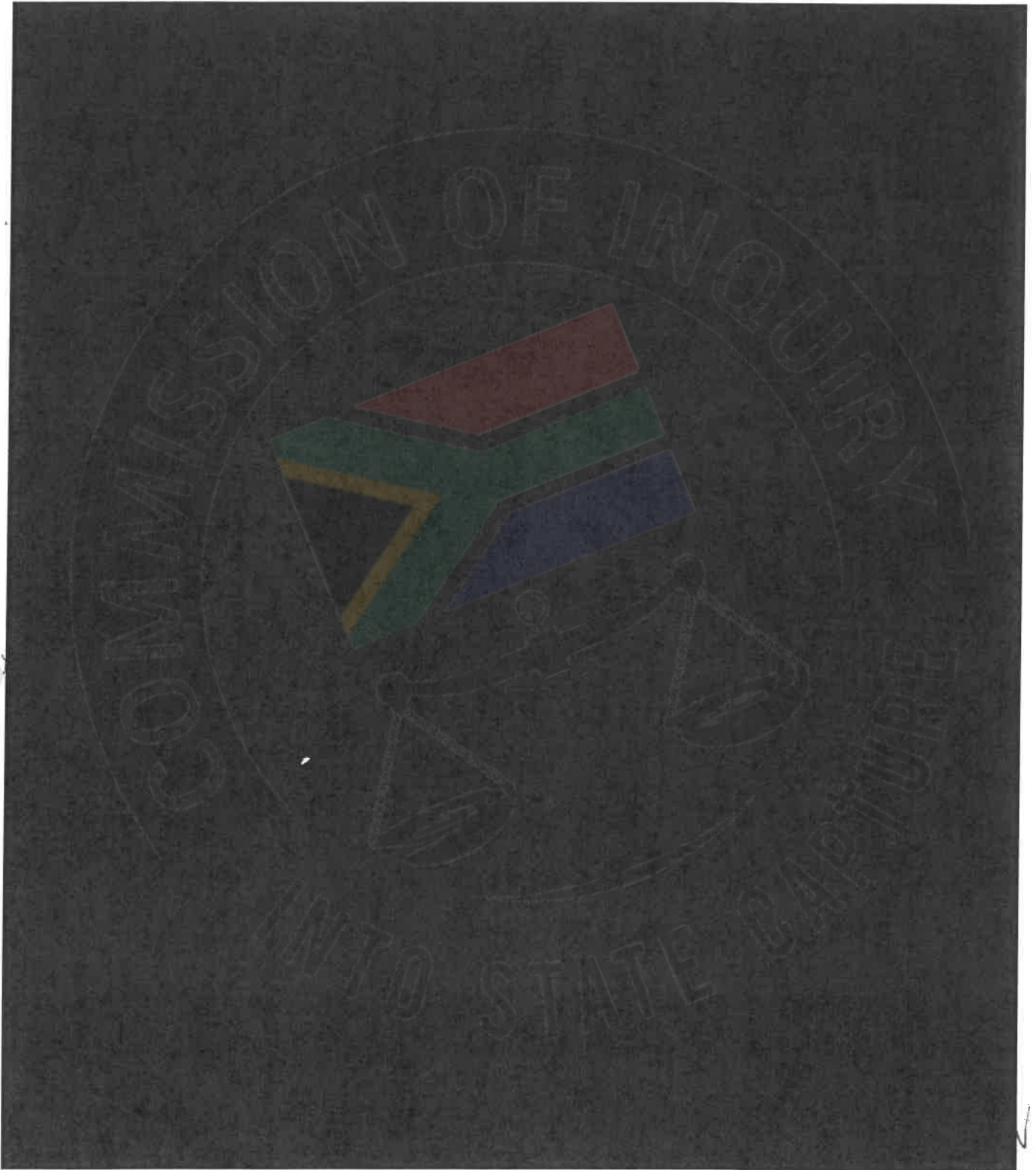
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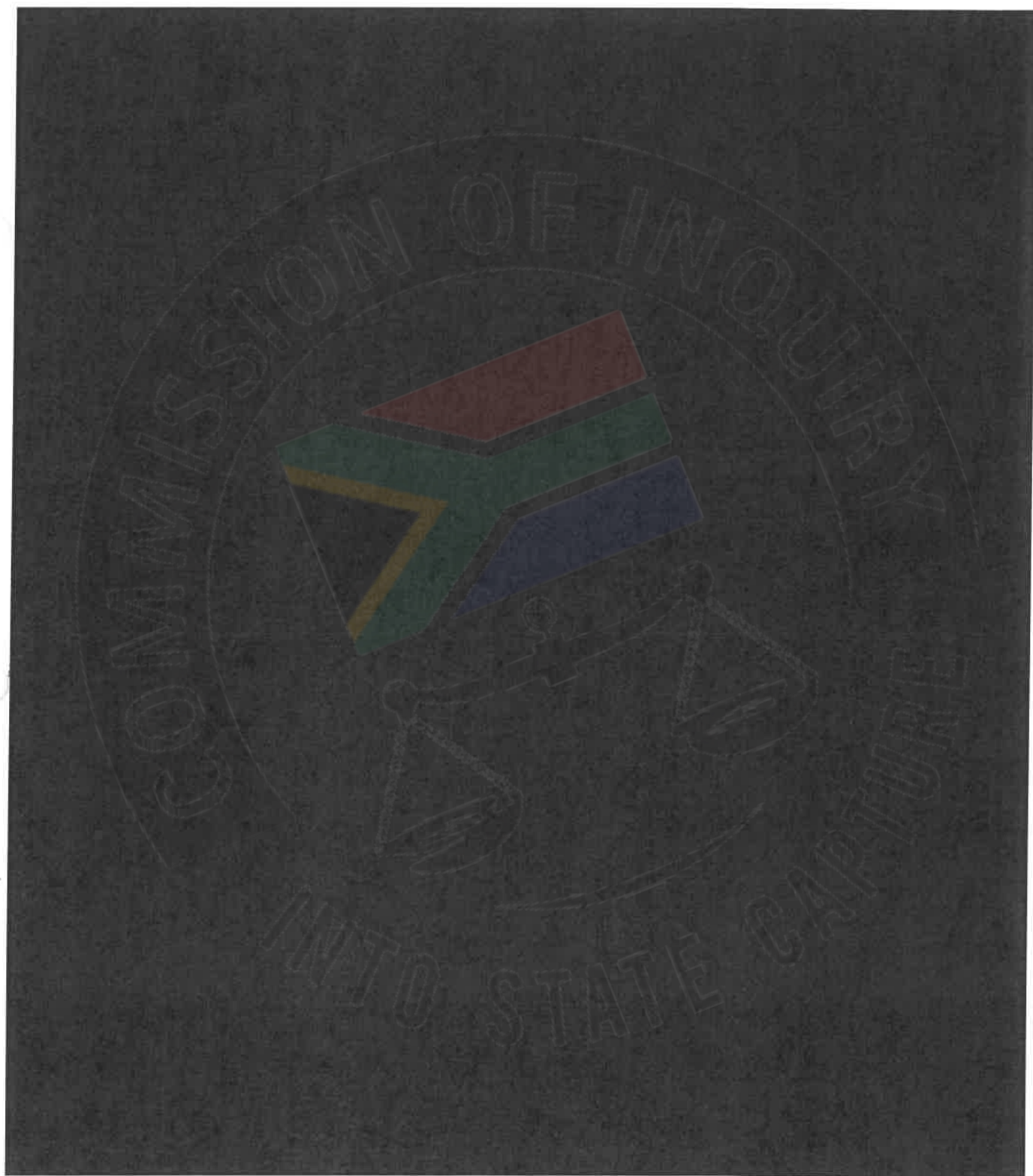
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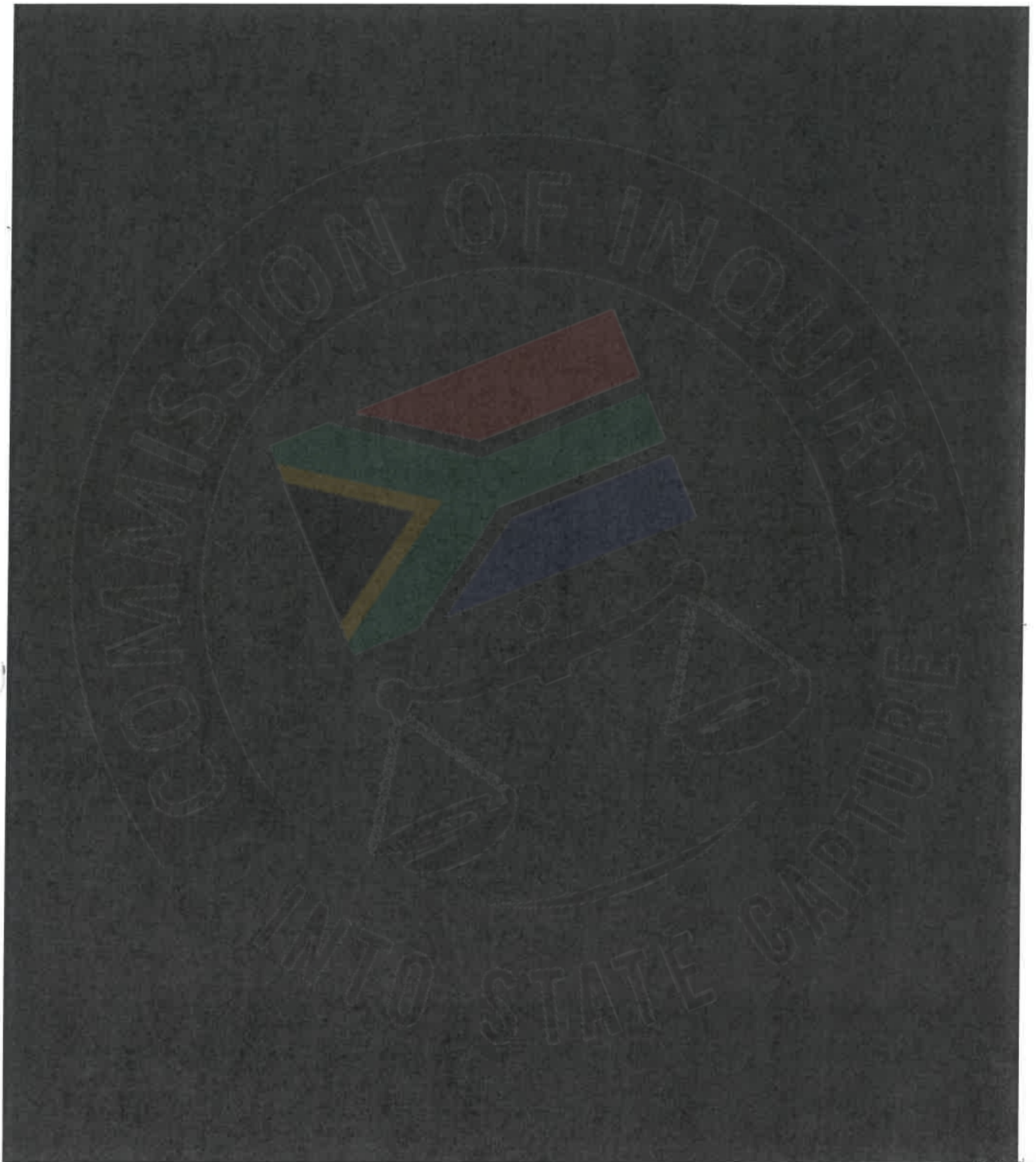
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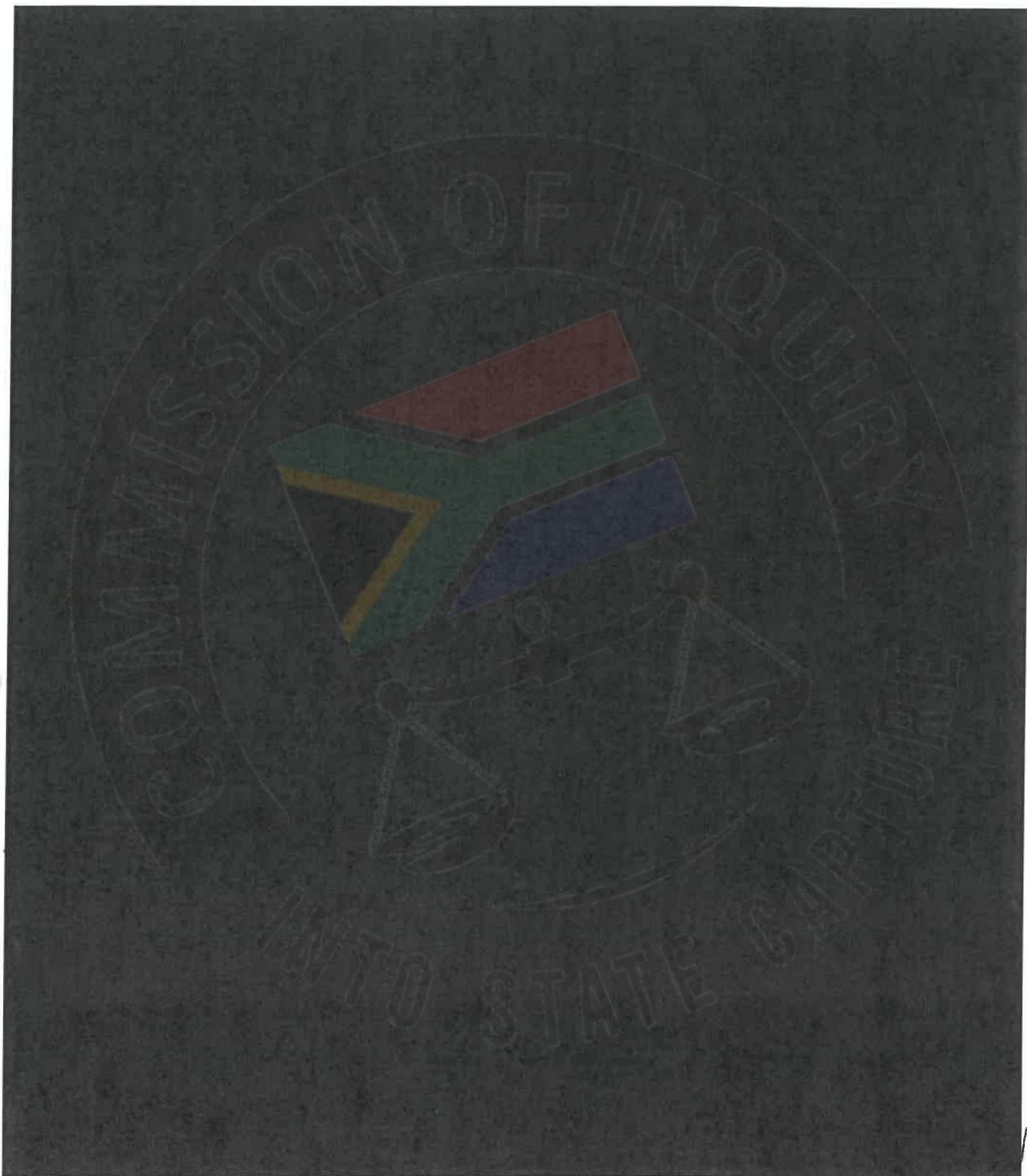
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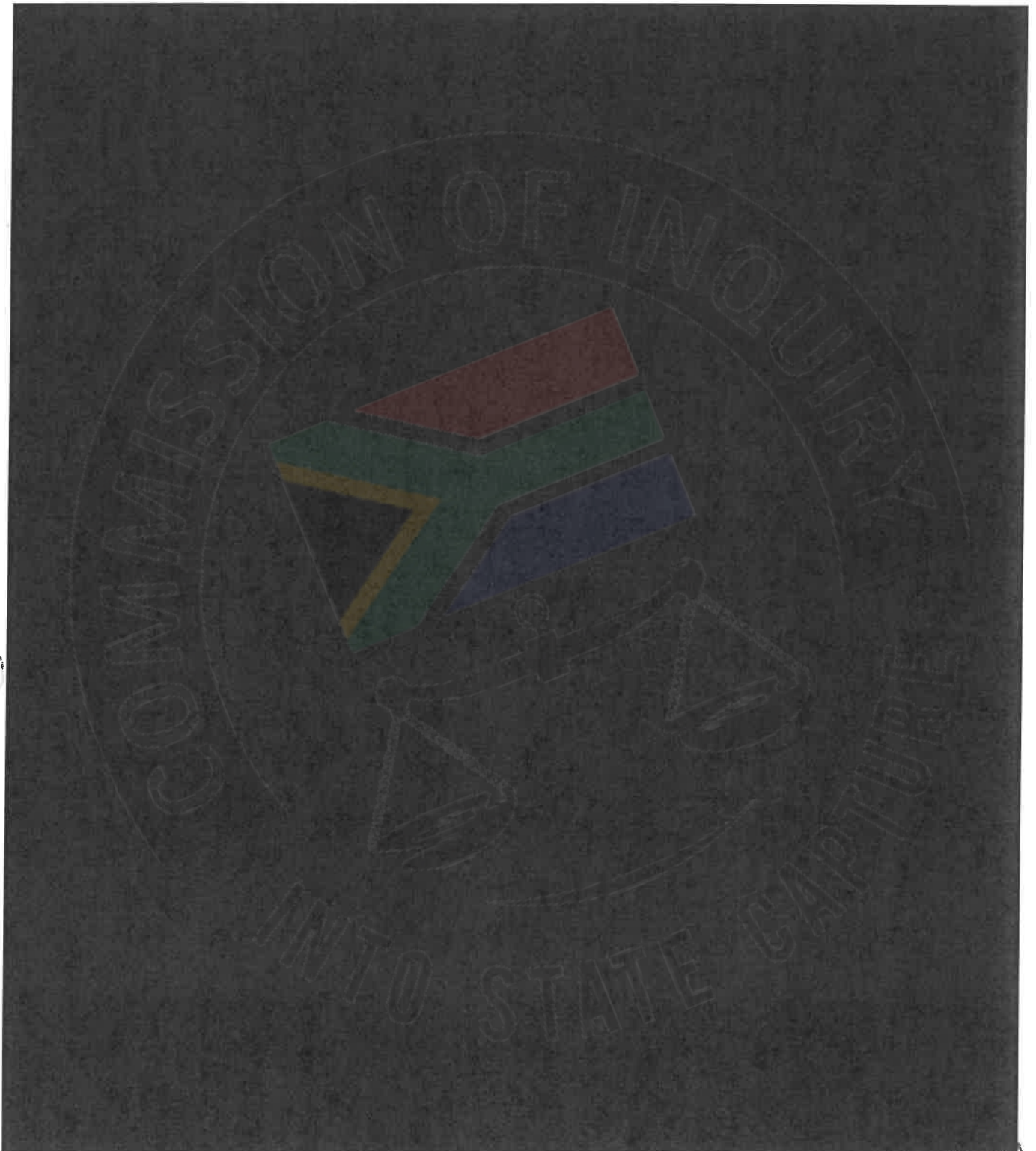
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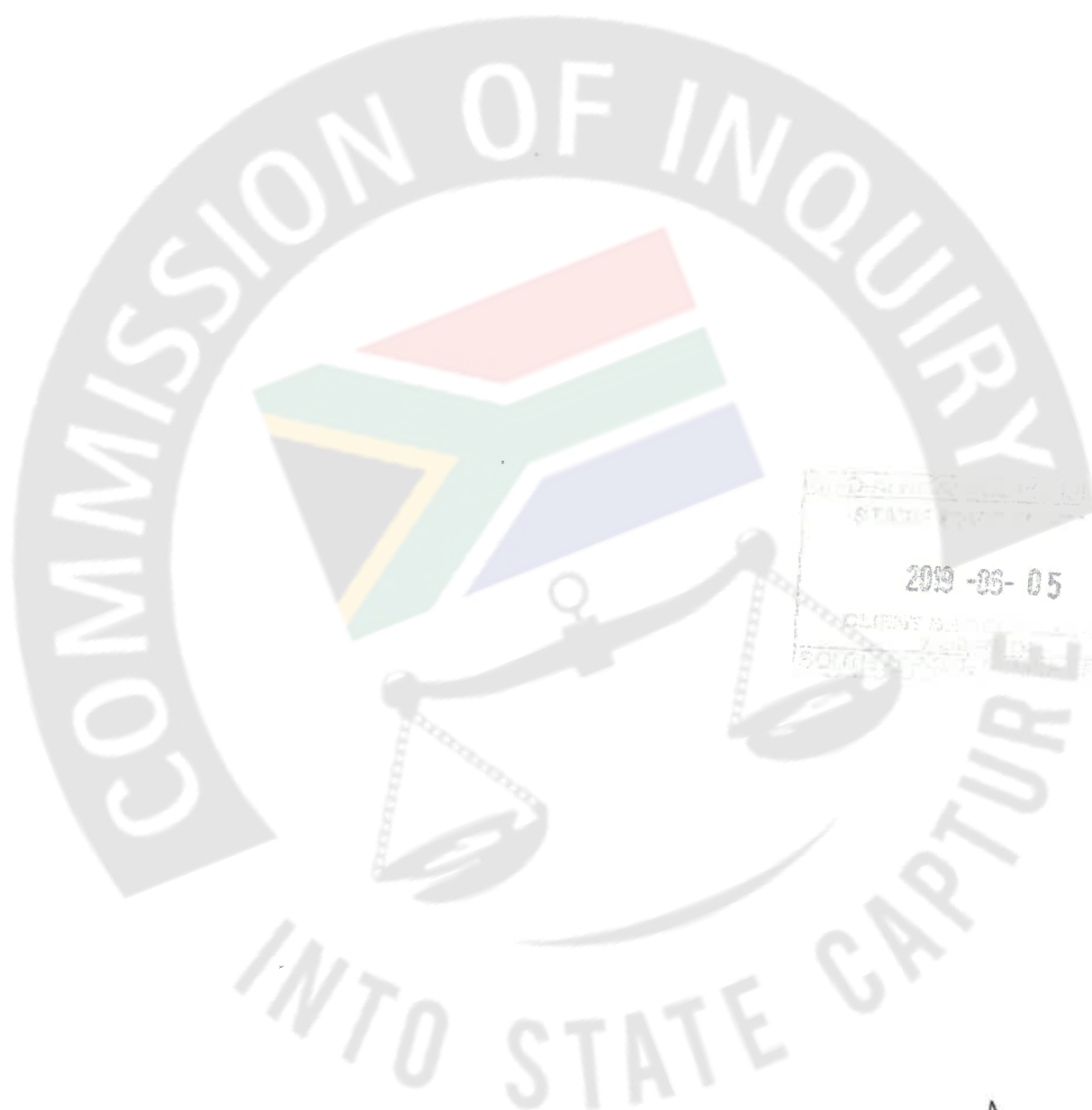
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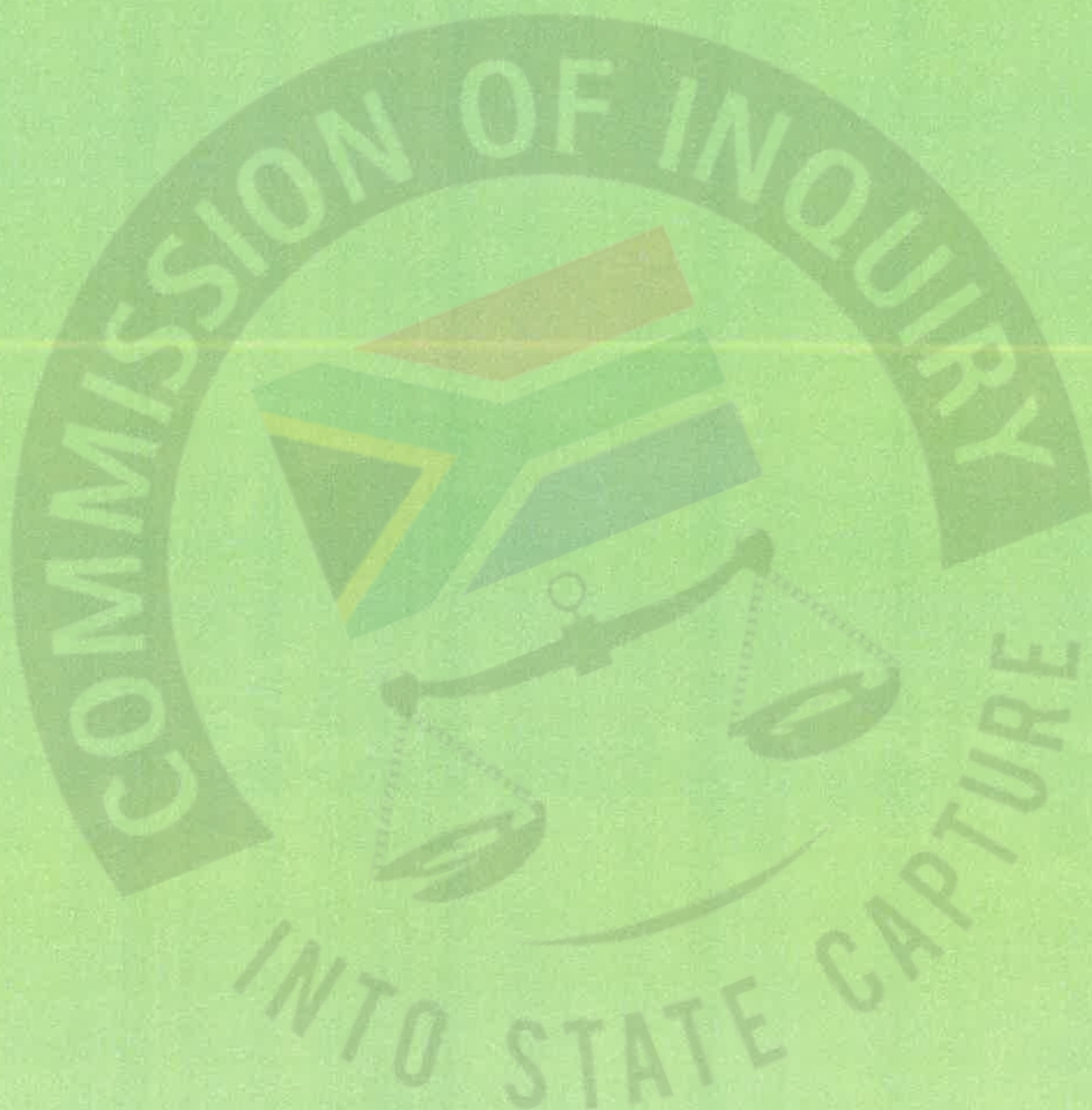


2019-06-05
CLIENT ASSIGNED TO
SOLICITOR GENERAL

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Annexure "13"



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NORTH WEST ROUTES

2015-2017



sa express

we fly for you

STATE CAPTURE
2019-05-05
CLEARANCE
STATE CAPTURE

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SA EXPRESS & NORTH WEST

- ✗ SA Express commenced operation into the North West province in March 2015

Pilanesberg

- ✗ The Johannesburg/Pilanesberg and Cape Town/Pilanesberg services launched in March 2015
- ✗ The flights currently operate on Monday and Friday.

Mahikeng

- ✗ SA Express launched the second route – Johannesburg/ Mahikeng in September 2015
- ✗ The flights operate on Monday, Wednesday, Friday between Johannesburg and Mahikeng

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2015



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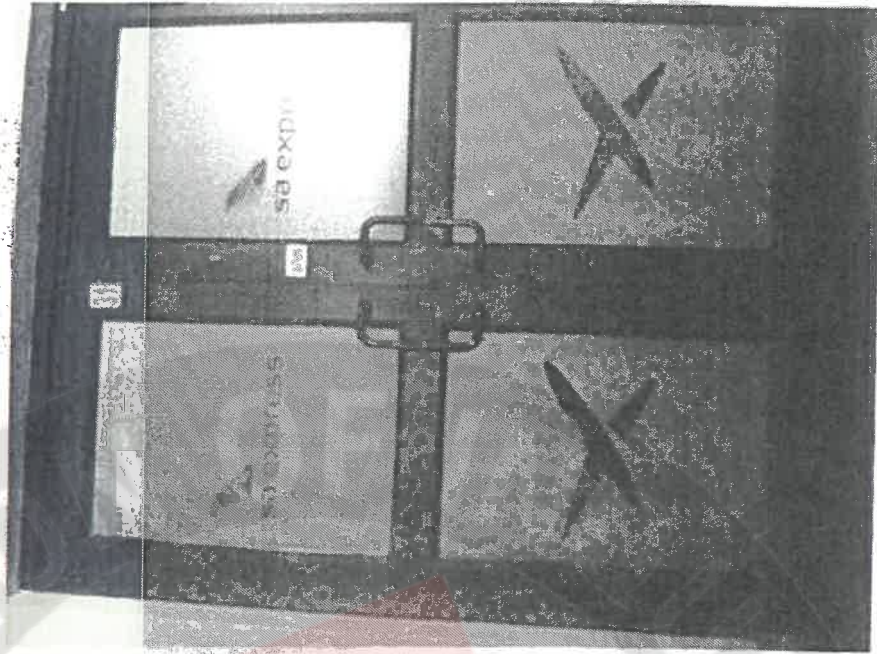
PILANESBERG AIRPORT SIGNAGE

- ✕ The costs for signage at Pилanesberg Airport -



www.flyexpress.aero

4



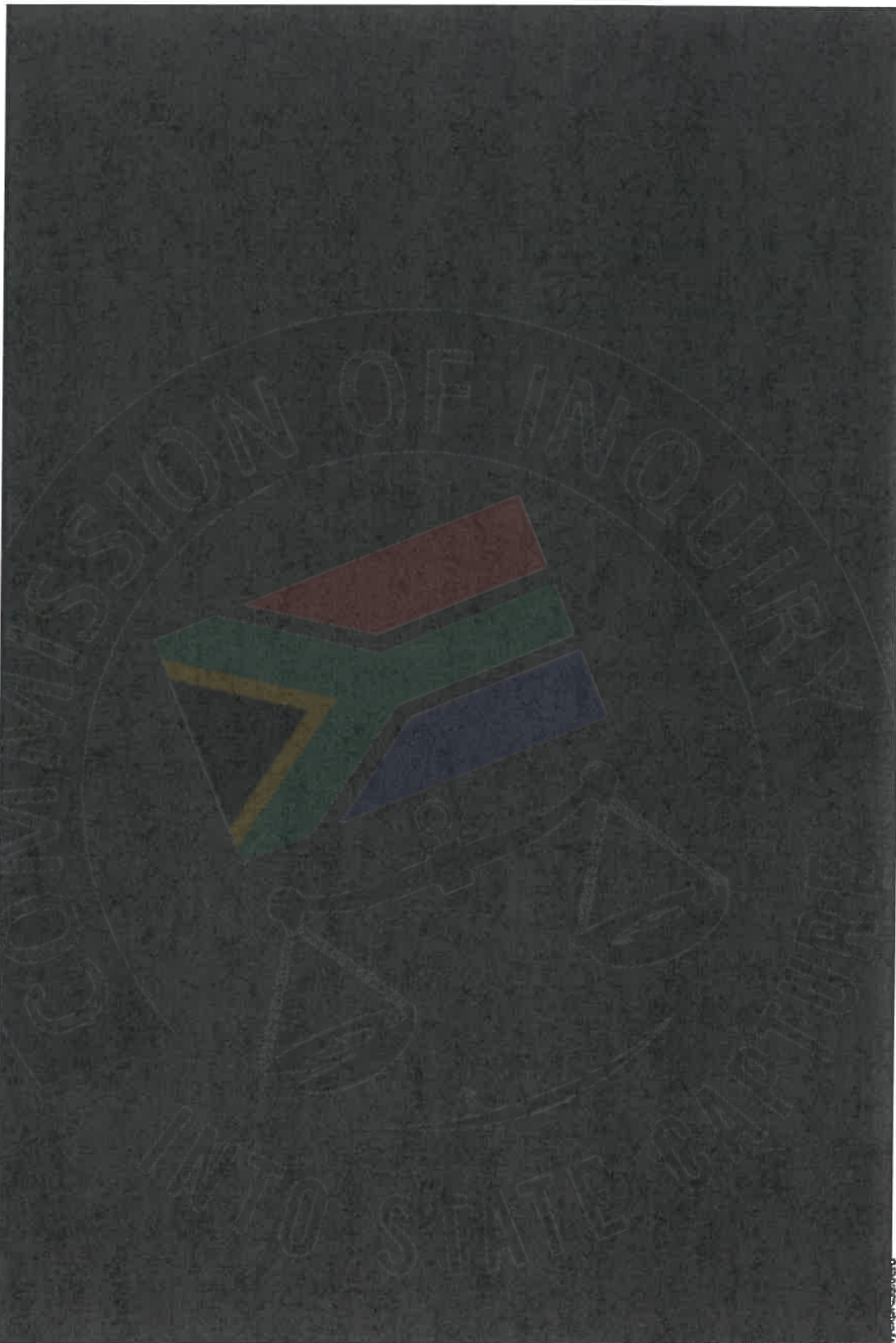
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PILANESBERG MEDIA – Sun International paid



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RADIO ADS

Table Mountain to Pilanesberg

SFX: Background noise on-board passenger airplane, ding dong of intercom

VO: (Pilot over intercom) Ladies and gentlemen, on your left you can see the majestic Table Mountain...

SFX: (silence for 3 seconds, except for background noise on-board, passengers chatting)

VO: ... aaaaand coming up on our right, the picturesque Pilanesberg, home to the world famous Sun City, Valley of the Waves, Gary Player Country Club, Big Five, (starts fading) zipslides, watersports...

SFX: Upbeat music

Anncr: The non-stop entertainment of Sun City is now closer to Cape Town than ever before! Direct flights with SA Express start on 6 March which means you can get from the Mother City to Sun City in just over two hours! Flights are available on Sundays and Fridays at only R3000 return with a shuttle service between Pilanesberg airport and Sun City also included. Visit "fly express dot aero" for details.

6

www.flyexpress.aero

City of Gold to City of Sun

SFX: Background noise on-board passenger airplane, ding dong of intercom

VO: (Pilot over intercom) Ladies and gentlemen, on your left you can see the bustling City of Gold in all its glory...

SFX: (silence for 3 seconds, except for background noise on-board, passengers chatting)

VO: ... aaaaand coming up on our right, the world famous Sun City, home to the Valley of the Waves, Gary Player Country Club, Big Five, (starts fading) zipslides, watersports...

SFX: Upbeat music

Anncr: The non-stop entertainment of Sun City is now closer to Johannesburg than ever before! Direct flights with SA Express start on 6 March which means you can get from Joburg to Sun City in a mere 40 minutes! Flights are available on Mondays, Wednesdays and Fridays at only R2200 return with a shuttle service between Pilanesberg airport and Sun City also included. Visit "fly express dot aero" for details.

PRINT AD



FLY

DIRECTLY TO SUN CITY

PILANESBERG AIRPORT FROM

CAPE TOWN INTERNATIONAL FOR ONLY R3000*	OR TAMBO INTERNATIONAL FOR ONLY R2200*
---	--

*TICKETS AVAILABLE ON MONDAYS & FRIDAYS

RETURN, ALL INCLUSIVE

INCLUDING SHUTTLE SERVICES BETWEEN PILANESBERG AIRPORT AND SUN CITY

Sun City

sa express we fly for you

Book your tickets at www.flysaexpress.aero or call 0861 605 606

SOCIAL MEDIA

112



FLY DIRECTLY TO SUN CITY
 PILANESBERG AIRPORT FROM
 O R TAMBO INTERNATIONAL
FOR ONLY R2200*
 FLIGHTS AVAILABLE ON MONDAY'S, WEDNESDAY'S
 AND FRIDAY'S
RETURN, ALL INCLUSIVE
 INCLUDING SHUTTLE SERVICES BETWEEN
 PILANESBERG AIRPORT AND SUN CITY
SUBJECT TO AVAILABILITY, TERMS AND CONDITIONS APPLY

Sun City sa express we fly for you

Book your tickets at
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 or call 0861 606 606

AMP-398

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Other Activities

Route	Activity	Activation	Cost
Pilanesberg	Travel Agent Workshop (Rustenburg with SATC as partner)	Inaugural Workshop	
Pilanesberg	2015 NGC Exhibition	Exhibited at NGC	
Pilanesberg	Indaba 2015	Sponsorship of 2RT North West stand draw	
Pilanesberg	Route Launch @Maslow	Joint launch with Sun International	
Pilanesberg	Route Launch @Sun City	Joint launch with Sun International	
Pilanesberg	Route Launch @ Table Bay	Joint launch with Sun International	
Pilanesberg	Trade/Government Workshop @Protea Hotel Mahikeng	Hosted trade and government officials for a Breakfast workshop with a prize draw	
Total Cost			

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MAHIKENG



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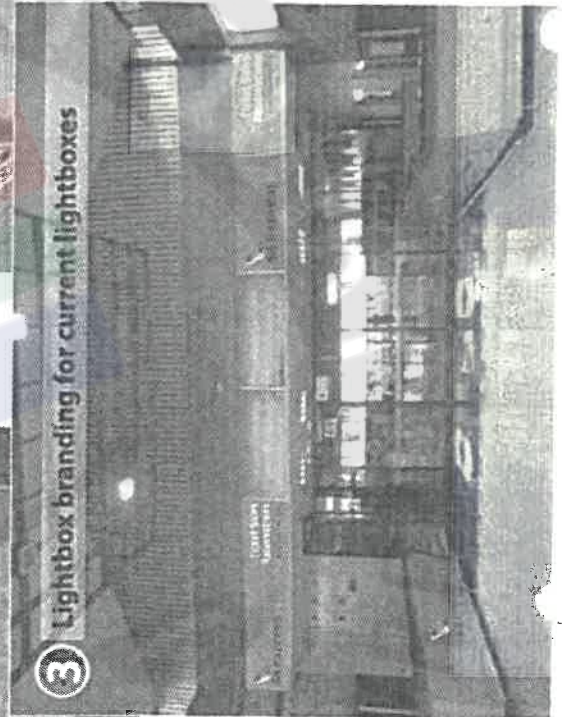
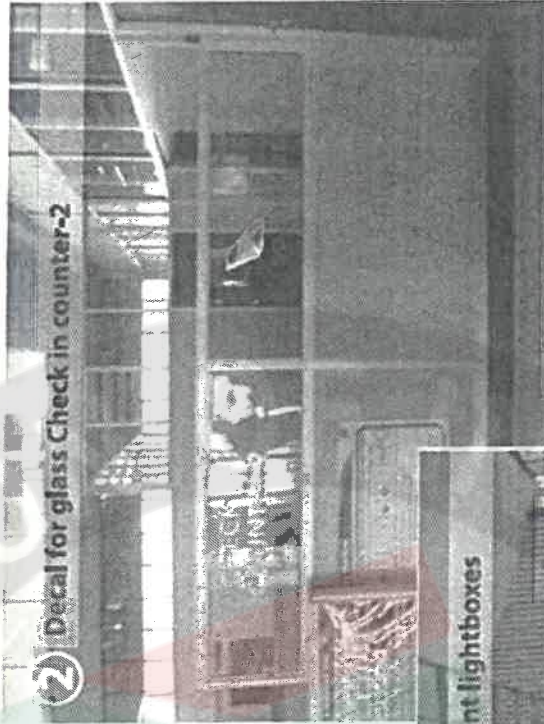
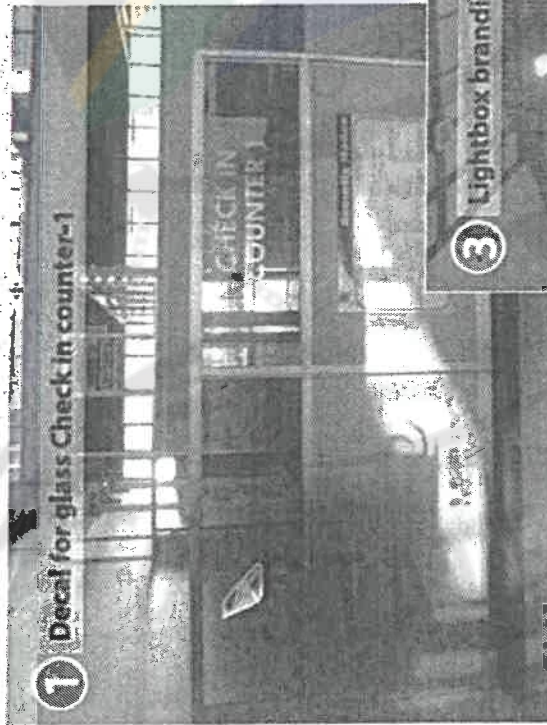
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MAHIKENG ROUTE

- × SA Express launched the second route into Mahikeng in September 2015
- × The flights operate on Monday, Wednesday, Friday between Mahikeng and Johannesburg
- × A marketing campaign ran to create awareness of the new SA Express route therefore leading to bookings

AIRPORT SIGNAGE

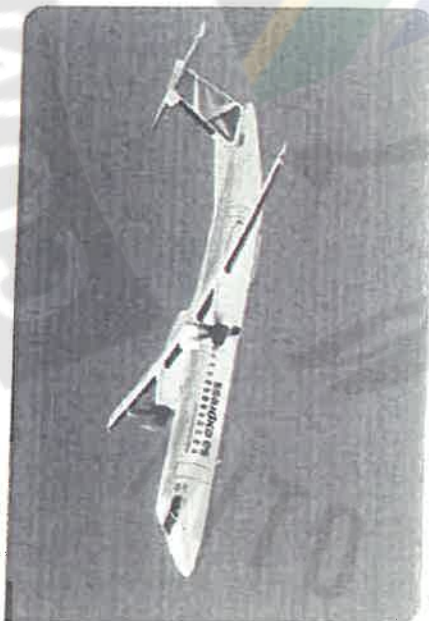
✕ The costs for signage at Mahikeng Airport



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sa express 02010

LEAFLET & E-MAILER



Now flying direct from Mahikeng to Joburg.
Twice a day on Monday, Wednesday and Friday.

Johannesburg – Mahikeng:

07:10 – 08:00

14:30 – 15:30

Mahikeng – Johannesburg:

08:50 – 09:40

16:00 – 16:50

✗ sa Express is a proud member of the SAA Voyager programme.

✗ sa Express is a proud member of the SAA Voyager programme. ✗ sa Express is a proud member of the SAA Voyager programme. ✗ sa Express is a proud member of the SAA Voyager programme.

✗ sa Express is a proud member of the SAA Voyager programme. ✗ sa Express is a proud member of the SAA Voyager programme. ✗ sa Express is a proud member of the SAA Voyager programme.

sa express
we fly for you

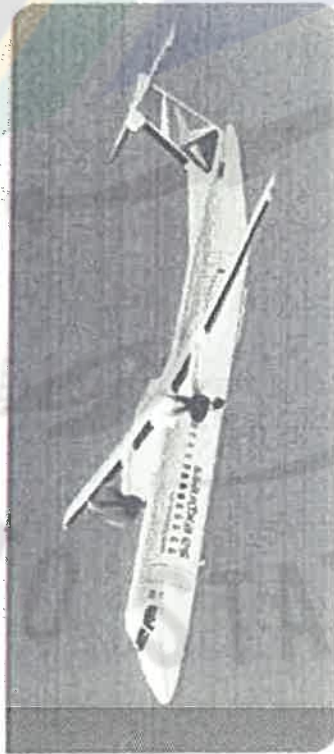
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www.flyexpress.aero

- ✗ The communication was mailed through to NW team to share with employees via Group Wise
- ✗ The SA Express sales teams also distributed the leaflet at all the agents they visited and the expo's the participated at
- ✗ The message was also adapted for the social media sites

CAROUSEL & E-MAIL SIGNATURE

The e-mail signature & carousel artwork was produced for the route launch



Now flying direct from Mahikeng to Joburg.
Twice a day on Monday, Wednesday and Friday.

sa express
we fly for you
www.flyexpress.aero

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RADIO CREATIVE

LIVE READ SCRIPT

DJ Annncr:

Are you always in a hurry to get to Joburg, do some work, visit family and friends, conduct some business or just have fun.

Why don't you rather catch a flight with SA Express. Starting from September, SA Express Will now fly from Mahikeng to Johannesburg, twice a day, Monday, Wednesday and Friday.

Visit www.flyexpress.aero and book your flight now!

RADIO SCRIPT

SFX: Sounds of quick moving transport

MV: Joburg to Mahikeng, Mahikeng to Joburg
That's my life!

Sometimes for business, visiting friends and family or just plain old fun!
Good thing I can now be in and out of Mahikeng and Jozi with SA Express, quickly and safer than driving.

Why drive when you can fly!

VO: SA Express now flies direct from Mahikeng to Johannesburg, twice a day on Monday, Wednesday and Friday. Visit www.flyexpress.aero to book your flight now.

SA Express, we fly for you!

SFX: Sound of an aeroplane taking off

Initially started with live reads and then had the recorded ad. Only Motswedding FM and North West FM were booked.

PRINT

PUBLICATION	ADVERT SIZE	RATE	INSERTION DATES	NO OF INSERTIONS	TOTAL (excl)
Mafikeng Mail (Thursdays)	20x 4 (1/4 page)		03/09/2015 24/09/2015 01/10/2015 29/10/2015 05/11/2015 26/11/2015 3/9/2015	6	
Rustenburg Herald (Thursdays)	20x 4 (1/4 page)		24/09/2015 01/10/2015 29/10/2015 05/11/2015 26/11/2015 4/9/2015	6	
Potch Herald (Fridays)	20x 4 (1/4 page)		25/09/2015 02/10/2015 30/10/2015 06/11/2015 27/11/2015 01/9/2015	6	
Klerksdorp Midweek (Tuesdays)	20x 4 (1/4 page)		22/09/2015 06/10/2015 27/10/2015 03/11/2015 24/11/2015 25/08/2015 25/09/2015 25/10/2015 25/11/2015	6	
Zeerust News (Monthly - 25th)	20x 4 (1/4 page)			4	
TOTAL					

1010

125

251

126

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RADIO

STATION	DURATION	TOTAL (EXCL)
Motsweding FM	26 Aug -18 Sep	
North West FM	25 Aug – 31 Sep	
TOTAL		

Other Activities

Route	Activity	Activation	Cost
Mahikeng	Tourism Lekgotla	Attended and exhibited at the NW Tourism Legotla	
Mahikeng	2015 Air Show	Showcased at the MBD Airport Air Show - Static Air show - Career Expo	
Mahikeng	Mokgwasa Sundown Resort Trade and Workshop	Trade workshop	
Mahikeng	Soft launch (test flight)	Soft Launch at MBD Airport with the Premier and Department of Transport	
Mahikeng	Trade/Government Workshop @ Protea Hotel Mahikeng	Hosted trade and government officials for a Breakfast workshop with a prize draw	
Mahikeng	North West Trade Educational	Hosted 20 Travel Agents from MBD for lunch at Maslow	
Total Cost			

151

128



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NORTH WEST BUSINESS JOURNAL

- × The publication is utilised as a marketing tool by the trade and investment promotion agency for the province, as well as by regional chambers of commerce
- × The publication reaches every level of government in each province, including all municipalities, provincial government departments, parastatals and agencies
- × The publication reaches the business community of the province, as well as businesses interested in the region as a business and investment destination
- × A total of 15 000 copies of the journal are printed
- × Electronic distribution channels have been introduced, including e-book distribution to a national and international mailing list of 100 000 recipients, and additional social media distribution and exposure.

COST - Single page booked: [REDACTED]

Scheduled print: end September & distribution w/c 10 October 2016

21

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STUDYING THE PRESENT

Strong growth on North West route

CEO of SA Express, Paul Ndlovu talks about the operating environment for the airline.

210543000
and its foreign assets (deposits and so forth) of foreign

Caremark, SA, Express is the only carrier that flies into Piedmont and we have grown our operations to include Mondays. We fly direct from OR-Tembo International on Mondays, Wednesdays and Fridays and from Cape Town International on Tuesdays and Saturdays.

We have built partnerships with several manufacturers in the area to offer competitive and comprehensive packages for passengers flying to Europe. We have seen strong growth on this route and our expectation is that trend will continue.

which is being appointed CEO of EA Europe, that we deem the primary challenge of running the market

External factors such as fluctuating exchange rates, volatile oil prices and ever-increasing competition mean that as an airline, SA Express needs to remain relevant by being dynamic and innovative.

Economic factors such as recessions mean that buying is not viewed as a move to a money service. The industry has clearly become more competitive over the last few years. This is not only borne on the major domestic routes, we have seen new entrants on secondary routes as well. This has led to reduced yield for the airline, although this has been offset somewhat by market growth.

Key challenges remain living up to our customers' expectations and maintaining a viable entity in a competitive trading environment.

LASTED ONLY 12000 YRS IN CELESTIAL SPACE
FOR 1200000000 YRS BEING IN FLAME AND NOT IN COPELAND

Although we have seen in some markets is the introduction of new retail segments by new entrants and this sector as we intend to grow our domestic network, although we expect our regional results to benefit from a degree of organic growth as well. This is primarily driven by connecting traffic through our partnership with South African Airways and our membership of the international Star Alliance.

22/01/07 3:56PM 159 PUBLICATION

BIOGRAPHY

Paul Armstrong was appointed as the Chief Executive Officer of S&P in September 2010.

public sector
the 1970s and 1980s

As CEO of the National Association of Secondary Education, he has been instrumental in the development of the National Association of Secondary Education (NASE) and the National Association of Secondary Education (NASE).

22/01/07 3:56PM 159 PUBLICATION



We Fly North West!

Discovering the best of Bokone Bophirima is now only a flight away. As an airline of choice to North West Province, we now offer weekly flights from Johannesburg and Cape Town to Planesberg, and from Johannesburg to Mahikeng, all at your convenience. Because We Fly for You.

X 24. Except in a special situation of the SAN Government, not possible

With such importance for industry, it is no surprise that the United States Patent and Trademark Office, through its Technology Resources Center, has developed a Technology Resources Center and assigned it to the United States Patent and Trademark Office.

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expenses

Activities

Route	Activity	Activation	Cost
Pilanesberg	Sun International Charter launch flight	Sponsorship of the Sun International CPTNVCPT launch flight	
Pilanesberg	2016 Follow me to Africa sponsorship	Sponsorship of 10RT tickets	
Pilanesberg	Spirit of Africa Educational	Sponsorship of 3RT AD 75	
Pilanesberg	Indaba 2015	Sponsorship of 2RT North West stand draw	
Pilanesberg	Indaba 2016	Sponsorship of SA Express branded laptop bag with goodies	
North West	2016 Tourism Indaba	NW stand provided with SA Express branded golf shirts	
Pilanesberg	2016 North West Province Lilizela Awards Sponsorship	Sponsorship of 4RT tickets	
Pilanesberg	"A reyeng Bokone Bophirima" - 2016 Tourism Month	Hosted 13 Tour Operators in Sun City/Kwa Maritane and Royal Marang	
Pilanesberg	Queen Mother Sponsorship	Sponsored The Royal Mother a return ticket to CPT	
Total Cost			

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2017

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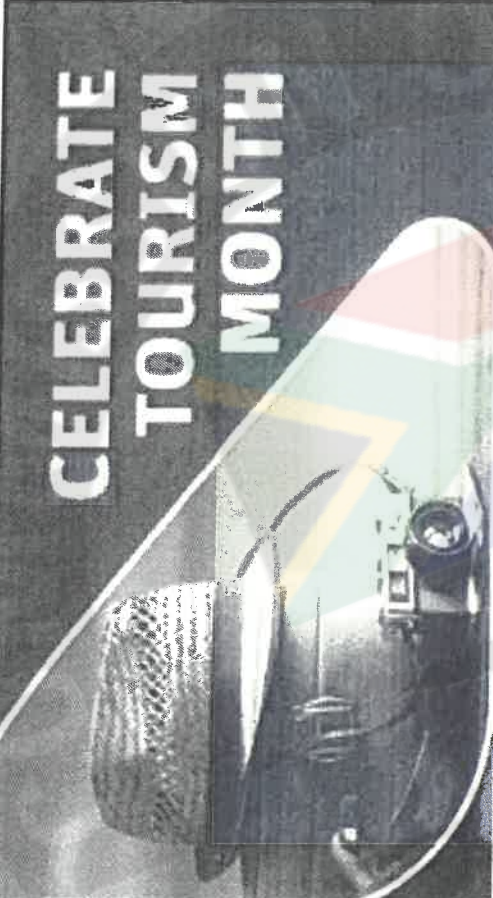
Activities

Route	Activity	Activation	Cost
Pilanesberg	2017 Follow me to Africa Roadshow sponsorship	Sponsorship of 50W tickets exchange for participation at their roadshow	
North West	One page advert – Indaba 2017	North West advert in the Event Magazine. The magazine has a North West Tourism feature	
Mahikeng	2017 North West Province Lilizela Awards Sponsorship	Sponsorship of 2RT tickets	
Mahikeng	Tourism Lekgotla	Attended and exhibited at the NW Tourism Lekgotla	
Mahikeng/Pilanesberg	Tourism Month & Transport Month	Promotional fare offered in market on these routes: • Johannesburg/Pilanesberg • Johannesburg/Mahikeng	
Total Cost			

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Tourism Month Promotional fare







CELEBRATE TOURISM MONTH

SA Express wants to help you celebrate Tourism Month this September! Enjoy a getaway on your own, with your loved ones, or with your colleagues to either of our popular South African tourist destinations, and take advantage of our specials between 1st September and 31st October 2017:

Johannesburg - Sun City	from *R200 (G-Class one-way)
Johannesburg - Mokkeng	from *R100 (G-Class one-way)

Prices quoted are for one-way only. Offer is redeemable on G-Class only. Sales and travel valid until 31st October 2017.

SA Express is a proud member of the SAA Voyager programme.

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*Terms & conditions apply. Subject to seat availability. Fares include all taxes, fees and/or surcharges.


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Transport Month promotional fare

Q31

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CELEBRATE TRANSPORT MONTH WITH US.
SA EXPRESS wants to help you celebrate Transport Month this October!

Enjoy a getaway on your own, with your loves ones, or with colleagues to either of our popular South African travel destinations, and take advantage of our specials between 1st and 31st October 2017:

JOHANNESBURG ↔ SUN CITY – from *R80
JOHANNESBURG ↔ MAHIKENG – from *R100

Prices quoted are for one-way only. Offer is redeemable in G-class only. Valid until 31st October 2017. Book now on www.flyexpress.aero.

*Terms & conditions apply. Subject to seat availability. Fare includes all taxes, fees and/or surcharges.

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COST CONSOLIDATION

PERIOD	ELEMENT	COSTS
2015	Pilanesberg Airport signage	
	Other Activities	
	Mahikeng Airport signage	
	Mahikeng Print	
	Mahikeng Radio	
	Other Activities	
2016	NW Business Journal	
	Activities	
2017	Activities	
TOTAL		

