



17/08/2017

Enquiries: Ms FES Kutyunga
Mxi Street, Temba, Thabong, Welkom
fessyentertainment@outlook.com
www.fessyentertainment.co.za
Phone: 0833518293

Mr J Alec
Acting Manager Agriculture, Project and Mining
Matjhabeng Local Municipality

Dear Sir

Re: Request to move from Mxi street, Themba Thabong to Kalkout

The undersigned is a representative of Sikhuthali Trading, trading as FESSY Kids Entertainment. I forward this letter to you requesting to move from Mxi streets next to Thabong stadium to identified farm at Odendaalsrus.

Reasons for relocation

*Failure of municipal official (SMME) to do necessary internal processes before allocation of space/land which resulted in the following:

- The area not having ERF number
- Denial of electrical connection by ESKOM due to no ERF/Stand number to allocate the account to and also temporary permit as the area needed three phase circuit (ESKOM does not do such connections to temporary permit holders)
- Denial of sewage system because there is no ERF/stand number

Other reason which are adding to the above challenges

- Permit has expired in September 2016 and has not being renewed even after attempts to Director's office (Mr Msweli) and SMME Manager's office and relocation could not be processed and granted after many more attempts to SMME department at large (From office of Mr Martins: Manager Office of the Mayor- Mme Morakane: Acting Director LED- Mme Malehloa Leballo: Acting Manager Trade and Investment- Mme Vuyelwa Besani; Acting Coordinator SMME- Mr Maqala: SMME Officer)
- The area is illegal dumping area; therefore, community continue to dispose waste around the fence
- When it rains all the waste is carried with water to the site of business
- Due to lack of drainage and type of soil it takes too long for water to penetrate the soil, meaning there is no business operation when and after it has rained
- Due to type of soil, the place flood when it rains even if it is not too heavy (pictures attached)

We would like our application to be considered under the following reasons:

- Level of alcohol and drug abuse within youth will be reduced (there will be educational and awareness taking place and which will continue to be conducted by the entertainment city)
- Gangsterism and unlawful actions within the community will be reduced (more entertainment equipment to be added to keep youth away from loitering)
- Drop-in centre will be created for safe guarding and keeping of kids
- Intension is to offer first class entertainment at Lejweleputswa District
- Creation of job opportunities for community (expanding and employing more people)
- Platform for empowerment of SMME through stalls (avail, guide and mentor other smme's especially youth)
- Through this venture the economy of Matjhabeng will be positively inflated and attract potential investors
- We are catering for orphans, HIV affected and infected children through selling from our second-hand shop

Conducted activities which intension is to held them annually:

- Child protection week (hosted 15 creches in Lejweleputswa and Fezile Dabi)
- Youth week (High schools, CUT and elders from the Community)
- Women's Day (Goldfields TVET ladies, Orphanage home)
- Christmas party (open for community)

Upcoming events to be added on the conducted list programme

- Educational fair
- Carnival
- Heritage celebration


The business itself has created jobs for 12 people of which 9 is Youth and occupied the following position; security officers, operators, caretaker, events coordinator, marketing officer and Health and Safety officer. Fessy Kids Entertainment has also adopted few emerging businesses which allocated stalls on site so that they can also grow.

It will be a great help to all the community of Matjhabeng and surrounding areas.

I hope for your kindness and consideration.

Respectfully yours,

FES Kutyunga (Ms)



Managing Director
Fessy Kids Entertainment City

REGISTERED RESIDENTIAL AND POSTAL ADDRESS

die bewys van u GEREISTREERDE WOON- EN
in hierdie sakke.

van adres verander het, of indien besonderhede van u
s, by. straatnaam en/of -nommer, ens. verander het,
in KENNISGEWING VAN ADRESVERANDERING, wat
agter in die identiteitsdokument is, gebruik word om die
aan te meld en moet dit ingedien word by of geëpos word
die streek-/distriktkantoor van die DEPARTEMENT VAN
HUISSAKE.

REGISTERED RESIDENTIAL AND POSTAL ADDRESS

the proof of your REGISTERED RESIDENTIAL AND
ADDRESS in this pocket.

have changed your address, or, if particulars of your
ress, e.g. name of street and/or street number, etc., have
ed, the NOTICE OF CHANGE OF ADDRESS form in the
back of the identity document must be used to report
and it must be handed in at or posted to the nearest
office of the DEPARTMENT OF HOME AFFAIRS.

I.D.No. 790820 0416 08 6



S.A. BURGER/S.A. CITIZEN

VAN/SURNAME

KUTYUNGA

VOORNAME/FORENAMES

FLATHA EUGINIA SARAH

GEBOORTEDISTRIK OF LAND/
DISTRICT OR COUNTRY OF BIRTH

SOUTH AFRICA

GEBOORTEDATUM/
DATE OF BIRTH

1979-08-20



DATUM UITGEREIK
DATE ISSUED

2008-12-23

UITGEREIK OP BELEG VAN DIE
DIREKTEUR-GENERAAL:
BINNELANDSE SAKE

ISSUED BY AUTHORITY OF THE
DIRECTOR-GENERAL:
HOME AFFAIRS



MEMORANDUM OF AGREEMENT

ENTERED INTO BY AND BETWEEN

MATJHABENG LOCAL MUNICIPALITY

("The Matjhabeng Local Municipality")

Herein represented by Mr. Thabiso Tsoaeli in his capacity as
the Municipal Manager and duly authorised thereto.

AND

("The Lessee")

Fessy Kids Entertainment City

Herein represented by Ms FES Kutyunga

duly authorised thereto

WHEREAS the Municipality is the owner of Farm Kalkuil 2/153 RD situated in the district of Odendaalsrus (Free State Province) measuring 05 hectares.

And

WHEREAS the lessor has approved the application of the lessee, subject to the terms and conditions of this agreement

NOW THEREFORE the parties agree as follows:

SCHEDULE

- (a) Lessor: **The Matjhabeng Municipality**
- (b) Lessee: **Ms FES Kutunga**
- (c) Description of facilities hereby let: Farm Kalkuil 2/153 RD situated in the district of Odendaalsrus (Free State Province) measuring 05 hectares.
- (d) Commencement date: **This Agreement shall commence on the date stipulated on a permit received by the lessee (01 September 2017 to 31 August 2022).**
- (e) Duration of Lease: **5 (Five years).**
- (f) Purpose of which the facilities will be used by Lessee: **Kids Entertainment Centre**
- (g) Rental Payable: The rental payable by the Lessee to the Lessor shall be an amount of **R 3 630, 00 (Three Thousand Six Hundred and Thirty Rand)** with an escalation of **10% per annum per annum** to the Account Number **33261021500PRZZZZZWM** at Matjhabeng Municipality Finance Department: Revenue Section, which should be paid in advance.

1. LETTING AND HIRING

- 1.1 The Lessor hereby lets to the lessee, who hereby hires, the premises subject to the terms and conditions contained in this agreement.

2. USE OF THE LEASED LAND & WARRANTY

- 2.1 The Lessee shall use the leased for Kids Entertainment Centre only.
- 2.2 The Lessee shall not, except with the prior written permission of the Lessor, use the premises for any other purpose.
- 2.3 while the lease is in force, the Lessee shall

- 2.3.1 comply with all statutory enactment, ordinance, and government regulations affecting its business or its occupation of the leased land;
- 2.3.2 not contravene, or permit the contravention of; any condition of title under which the landlord owns the leased land;
- 2.3.3 not create any nuisance from the leased land;
- 2.3.4 Should any portion of the premises be required by the landlord for any reason whatsoever, then the required portion of the premises shall be made available to the landlord.

2.4 The Lessor does not warrant that the Leased Land is fit for the purpose for which it is leased.

3. RENTAL AND ESCALATION

- 3.1 The rental payable by the lessee to the lessor shall be an amount of **R 3 630, 00 (Three Thousand Six Hundred and Thirty Rand) with an escalation of 10% per annum per annum.**
- 3.2 The rental shall be payable monthly in advance on or before the 7th day of every month, which amount shall be payable at a place the Lessor may direct in writing annexed hereto as Annexure "A"
- 3.3 Any amounts other than the monthly rental payable by the Lessee to the Lessor arising out of this lease shall be paid to the Lessor in the same manner and at the same place, the date of such payment to be appointed by the Lessor by way of written notice to Lessee. In the event that no date has been stipulated, such amounts shall be payable within 7(seven) days after written notice to the Lessee at its domicilium citandi et executandi as hereinafter set out.

4. GENERAL

- 4.1 The Lessee shall be responsible for the provision of suitable sanitation on the leased land as required by the Matjhabeng Local Municipality Health Department.
- 4.2 It is recorded hereto that the rights on all minerals, rocks, precious and non – precious metals, are reserved in favour of the Matjhabeng Local Municipality, and may be used as deemed necessary by the Municipality
- 4.3 The Lessee shall be responsible for the erection of any appropriate infrastructure within the terms of the applicable health and other regulations.
- 4.4 The Lessor shall be notified in writing of the intention to make any structural alterations to any of the existing buildings on the leased land.
- 4.5 The Lessee shall maintain the leases land and operations which form part of the farm in clean, tidy and hygienic order, and will also be responsible for the erection and maintenance of fences.

4.6 The Lessee shall have no right of recourse against the Lessor in respect of any improvements effected by him to the leased land.

4.7 No squatters or any other form of houses will be allowed on the leased land

5. RATES AND OTHER CHARGES:

5.1 The lessee accepts liability for and shall pay promptly and regularly every month before the 12th all municipal charges for electricity and water and any other municipal services required by him in respect of the premises

5.2 The lessee will be liable for rates levied and all other charges in respect of the leased land, including charges for electricity, refuse removal (where applicable), sanitation, sewerage and water.

5.3 In the event of Municipal water being used applicable tariffs will apply. The lessee will ensure that no contamination of the natural water resources on the leased land will be permitted and that the lessee shall pay for any repairs resulting from misuse.

6. LOSS OR DAMAGE:

6.1 The lessee shall have no claim against the Lessor and for any act or omission whatsoever, of any person whatsoever, including the Lessor himself or any servant of the Lessor. Any damages caused over which the Lessor has no control.

7. INSPECTION AND VIEWING:

7.1 The Lessee shall permit the Lessor or his agent to inspect the farm at all reasonable times and to cause replacements or renovations to be effected as the Lessor may consider necessary.

8. INSURANCE

The lessee shall at own expense obtain the following insurances from an insurance company registered in terms of the Insurance Act No. 1998, subject to the following :

8.1 Both the Infrastructure and the Equipment shall be "comprehensively" insured. This risks against which the Equipment and Infrastructure are to be insured must at least include:

8.1.1 fire and storm; and

8.1.2 Theft, in the case of the Equipment.

8.1.3 The Infrastructure and Equipment shall be insured for an amount equal to the full replacement value thereof.

8.1.4 The Lessee shall obtain Public Liability Insurance with such insurance company, in respect of its farming operations on the Leased Land.

- 8.1.5 The Lessee shall, upon notice from the Lessor, furnish the Lessor by notice with any information regarding the insurances, including without limitation the name of the Insurer, the amount insured, and the risks against which the Equipment and Infrastructure are insured.
- 8.1.6 The Lessee shall, to the satisfaction of the Lessor, upon notice from the Lessor increase the sum insured, or the risks against which the Equipment and Infrastructure were insured.
- 8.1.7 Upon notice from the Lessor the Lessee shall produce proof to the Lessor that he/she/it has complied with the provisions of this clause.
- 8.1.8 In the event that the Lessee fails to comply with its obligations in terms of this clause, the Lessor may either take out such insurance as it deems fit, or pay the premiums in respect of the existing Insurance on behalf of the Tenant or increase the sums insured, or change the risks against which the Equipment or Infrastructure are insured.
- 8.1.9 The Lessor shall be entitled to recover any amount paid by the Lessor in terms of the foregoing from the Lessee, which shall be paid to the Lessor within the 60 (sixty) days of the Lessor having notified the Lessee. Any amount paid by the Lessor in terms of this Lease in this regard shall be deemed to be an arrear amount from the date of payment by the Lessor, and be subject to the e

9. THIRD PARTY CLAIM:

- 9.1 The lessee shall not be entitled to enforce or require the Lessor or his agent to enforce any claim or right whatsoever against any person who may be engaged in the demolition, alteration, erection or other work on any buildings, roadways, or other amenities in the vicinity of the premises.

10. INDEMNITY :

The Lessee indemnifies the Lessor against claims or losses that may occur as a result of the lessee's use or occupation of the leased land.

11. SUB- LETTING,CESSION AND ASSIGNMENT

- 11.1 The Lessee shall not, without the prior written consent of the Lessor (Which shall not unreasonably withhold its consent):
 - 11.1.1 sublet the premises or any part thereof;
 - 11.1.2 allow any other party to occupy the premises or any part thereof on any conditions or for any reason;
 - 11.1.3 Assign this lease or cede any of its rights under this lease.

12. NOTICE TO VACATE:

Notice of intention to vacate the premises shall be in writing delivered at the offices of the agent and shall be so given as to be for a minimum period of two calendar months before the end of a term contract and two calendar months' notice in terms of a two months contract. The Lessee furthermore agrees that the premises must be vacated by 3 p.m. on the last working day, excluding Saturdays, of the calendar month of the said notice period.

13. CANCELLATION

Should the Lessee fail to pay the rent or any additional monies due and payable within 3 days after being notified of such failure, or breach any condition contained in this agreement, each of which the Lessee acknowledges to be material, then and in such event the Lessor or his agent shall have the right to cancel the lease and take legal action without further notice for the eviction of the Lessee from the premises, and/or the recovery of unpaid rent, and/or other monies and/or for all damages which may be suffered in the circumstances.

14. BREACH

- 14.1 If the Lessee shall fail to comply strictly and fully with any terms and conditions of this agreement and fail to rectify such fault within 3(three) days of having been given written notice thereto by the Lessor or in the event of the Lessee failing to pay any rental payment or any other payment which the Lessee is obliged to make in terms hereof, strictly on due date thereof, the Lessor will be instilled, although not obliged, without any prior notice summarily by unilateral act, resale from the agreement, re-occupy the premises and all improvements thereof and claim from the Lessee payment for all rental and other payments which may be in arrear at that stage as well as rental payments for the full notice period , as provided for hereinbefore in advance and in addition to that hold the Lessee liable for all damages that the Lessor may suffer as result of the Lessee's breach of contract. The Lessor will in any event at all times be entitled to maintain this agreement and claim from the Lessee the full and strict compliance with all the terms hereof.
- 14.2 In the event of the Lessor taking any steps whatsoever on any cause of action whatsoever, the lessee shall be liable and hereby accepts liability for all costs, including Attorneys and Clients costs ,which costs shall furthermore include an amount of R 150, 00 (one hundred and fifty Rand).
- 14.3 In the event of the lessee remaining in occupation of the premises or any portion thereof after expiration of this agreement or after cancellation of this agreement on whatsoever grounds or cause, the lessee shall be obliged to maintain payment of the rental and all other payments in terms hereof and comply with all the terms and conditions hereof, as if this contract had not been canceled, until vacant and fee occupation of the premises is handed to the Lessor.

15. DETERMINATION OF DISPUTES

- 15.1 Unless provided for elsewhere, any dispute arising from or connected with this Lease, including, but not limited to any dispute arising in connection with the interpretation, application, effect of any of the terms, conditions if any, or restrictions imposed, or any procedure to be followed under this Lease, except where an interdict is sought or urgent relief may be obtained from a Court of competent jurisdiction, must be determined in terms of this clause.

- 15.2 If a dispute arises, the relevant party must notify other parties. Should the dispute not be resolved between the parties within 14 (fourteen) days of such notice, either of the parties may refer the dispute for determination in terms of 15.3
- 15.3 If a party exercises its rights in terms of 15.3 to refer the dispute for determination, such dispute shall be referred to such person appointed by the parties to the dispute. If the parties cannot agree on such person within 7 (seven) days after the dispute has been referred for determination, the person shall be either:
- 15.3.1 a practicing attorney; or
 - 15.3.2 Practicing advocate of not less than 10 years standing, and appointed by the chairman of the Cape Bar Council, or the Society of Advocates, or the President of the Law Society of South Africa, as selected by the party so exercising its rights.
- 15.4 Any person agreed upon or appointed as aforesaid (the "Expert"), shall, subject to 15.5 and 15.6, in terms of either the common or statute law of the Republic of South Africa, in all respects act as an expert and not an arbitrator.
- 15.5 Subject to 15.3. the Expert shall be bound to follow the general principles of substantive South African Law. A party may be represented.
- 15.6 The Expert shall be vested with the entire discretion as to the procedure and manner to be followed in arriving at his decision including that the Expert shall not be bound by any of the principles or statutes of South African Law, regarding procedure and evidence.
- 15.7 As soon as possible, after the Expert has been appointed, the parties shall and if requested by the Expert, and in such form as is requested by the Expert, prepare terms of submission to him/her, setting out, *inter alia*: The nature of the dispute, the issues to be decided by the Expert and their proposal as to the procedure to be followed:
- 15.7.1.1 In connection with the submission of pleadings or the issues to the Expert; and
 - 15.7.1.2 The procedure and manner to be followed by the Expert at arriving at his decision.
- 15.8 The Expert shall then make a decision in this regard and notify the parties. This decision shall be final and binding on the parties. Should the Expert deem it necessary to obtain technical or other advice on any matter relating to the dispute, he/she shall be entitled to obtain such advice, in any manner, from any person.
- 15.9 The Parties shall endeavour to the best of their ability to procure that the decision of the Expert shall be given as soon as is possible after notice in terms of 15.3.
- 15.10 The Expert's decision shall be in writing and signed by the Expert, unless the terms of submission and as accepted by the Expert provide otherwise.
- 15.11 The Expert may order specific performance, in any circumstances in terms of which any court of law would have the power to do so. The Expert's decision shall be final and binding on all

parties. The decision shall not be subject to appeal, and all parties to the dispute shall abide by and comply with the Expert's decision in accordance with the terms thereof.

15.12 Where the Expert's decision carries the payment of a sum of money, including damages such sum shall, unless the decision provides otherwise, carry interest as from the date the money became due or the date of the cause of action which gave rise to the payment of the sum of money, in terms of the Prescribed Rate of Interest Act, 1975.

15.13 The Expert's decision may not order a payment of penalty unless provided for in terms of law. The Expert may correct any clerical mistake or any patent error arising from any omission or commission.

15.13.1 The provisions of this clause:

15.13.1.1 Constitutes the irrevocable consent by the Parties to any proceedings in terms thereof. None of the parties shall be entitled to withdraw therefrom or claim at any such proceedings that it is not bound by such provisions; and

15.13.1.2 Such provisions are divisible and severable from the rest of this agreement as if these provisions had been agreed to independently of the other provision of this Agreement. They shall remain in effect even if this Agreement is declared invalid or terminated or cancelled for any reason whatsoever.

15.13.1.3 If permitted by law, the decision may, on an application to a court of competent jurisdiction by any party to the dispute, after notice to the other party, be made an order of that court.

15.13.1.4 The Lessor shall have the election to proceed in terms of this clause. The Lessee shall be obliged to proceed in terms of this clause, in respect of any dispute arising from the exercise by the Lessee of his /her/its rights in terms of 3.1.7

16. RULES:

This agreement is subject to the rules and regulations as set out by the Local Municipality.

17. DOMICILIUM:

The parties hereto choose *domicilium citandi ET executandi* for all purposes in connection with this agreement as follows:

(a) The Lessor, unless contrary advice is given, Matjhabeng Local Municipality, Cnr. Ryk and Stateway, Civic Centre, Welkom, , and

(b) The Lessee, unless contrary advice is given,

Ms. FES Kutyunga
20 Hecate Street
Reebeckstad
Welkom
9459

18. OFFER TO CONTRACT:

- 18.1 Until signature of this agreement by the Lessor, the Lessee shall not be entitled to claim or allege the existence of any lease arising out of any negotiations or alleged oral agreement and notwithstanding that the Lessee may have taken occupation of the premises or paid rent and other monies, the lessee shall have no claim whether for damages or otherwise against the Lessor or his agent, by any reason of any prior negotiations, agreements or otherwise howsoever.

19. REPRESENTATIONS, ETC:

- 19.1 The lessee acknowledges that no representations ,warrantees, undertakings or promises of any kind whatsoever have been made to him by the Lessor, his agent or anyone on his behalf other than such as are contained in this agreement.

20. ENTIRE AGREEMENT:

- 20.1 This agreement contains the entire agreement between the parties and no amendment or alteration to or deletion from the agreement shall have force or effect unless and until it is reduced to writing and signed by both parties.

SIGNED by the **LESSOR** at **WELKOM** on the _____ day of _____ 2017.

SIGNATURE

AS WITNESSES : For the Municipality of Matjhabeng

1. _____

SIGNED by the **LESSEE** at **WELKOM** on the _____ day of _____ 2017.

SIGNATURE
LESSEE

AS WITNESSES : For the Lessee

1. _____

MATJHABENG

Municipality Umasipala

P O Box 708
Welkom, 9460
South Africa



Mmasepala Munisipaliteit

Tel : (057) 391 4074
Fax : (057) 357 4393
E-Mail mlepheana@matjhabeng.co.za

OFFICE OF THE MUNICIPAL MANAGER

Reference: 18/1/7

Enquiries / Navrae / Dipatlisiso : B. Golele
Room no / Kamer nr / Kamore ya: 406
Date / Datum / Letsatsi : 11 September 2017

Fessy Kids Entertainment City
20 Hecate Street
Reebeckstad
Welokom
9459

PERMISSION TO USE FARM KALKUIL 2/153 SITUATED IN THE DISTRICT OF ODENDAALRUS FOR KIDS ENTERTAINMENT CENTRE

The above matter refers.

Your application to use Kalkuil farm 2/153) for Kids Entertainment Centre is hereby acknowledged.

Please be informed that you have been given permission to use 5 ha of Kalkuil farm 2/153 for Kids Entertainment Centre as per your application. Please note that you are expected to start activities on the farm within 30 days of receiving the permit and failure to do so will result in your permission being suspended.

The permission is valid from 01 September 2017 to 31 August 2022 and is subject to renewal provided it is used for the intended purpose. You will be expected to pay a fee of R726 per year with an escalation 10% per annum to the Account number: 33261021500PRZZZZZWM at Matjhabeng Municipality Finance Department: Revenue Section. Failure to do so will result in your permission being suspended.

Kindly take note of the following:

- A total amount of R 3 630.00 is payable per annum and it is payable in advance before you receive the Permission.
- You are not allowed to start any activities before paying the above mentioned amount.
- No illegal activities are permitted on the farm; you are also NOT allowed to sublease the piece of land/structures allocated to you.
- In an event where you wish to start an enterprise other than the one mentioned above, such should be communicated with the LED and Planning Directorate: Matjhabeng Local Municipality.
- The Municipality reserves the right to terminate the contract without notice in the event you fail to honour your part of the agreement, especially if the farm is not used productively for the purpose it was granted for.

I trust you find the above in order.

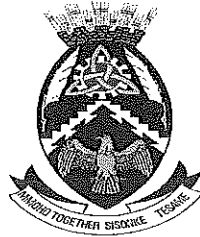
Thabiso Tsoaeli
MUNICIPAL MANAGER

I Ms. FES Kutyunga on behalf of
Fessy Kids Entertainment City
agree to the terms of this permission.

Signature: _____ Date: _____

MATJHABENG

**Municipality
Umasipala**
P O Box 708
Welkom, 9460
South Africa



**Mmassepala
Munisipaliteit**
Tel: (057) 916 4138
Fax: (057) 916 4136

OFFICE OF THE EXECUTIVE DIRECTOR: LED, PLANNING AND HUMAN SETTLEMENTS

Reference: 18/1/7

Enquiries / Navrae / Dipatlisiso : Joy Alec
Room no / Kamer nr / Kamore ya: 406
Date / Datum / Letsatsi : 11 September 2017

Fessy Kids Entertainment City
20 Hecate Street
Reebeckstad
Welokom
9459

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I trust you find the above in order.

B. Golele
Acting Director: LED, Planning and Human Settlements

I **Ms. FES Kutyunga** on behalf of
Fessy Kids Entertainment City
agree to the terms of this
permission.

Signature:

Date: