

LEASE AGREEMENT

1. PARTIES

The parties to this agreement are:

CRIMSON KING PROPERTIES 280 (PTY) LTD

Registration number: 2006/001766/07

[Herein duly represented by LOUCAS KOURTOUMBELLIDES, in his capacity as Director duly authorised thereto by virtue of a resolution, as **The Landlord**]

and

LIMPOPO OFFICE OF THE PREMIER

[Herein duly represented by N.S. Nchabeleng in his capacity as Director-General and duly authorised thereto **The Tenant** as defined hereunder, Which department at relevant times represented by the department of Public Works, Roads and infrastructure: Limpopo Provincial Government in their capacity as the custodian of state immovable assets in Limpopo Province in line with the Government Immovable Assets Management ACT - [ACT 19 OF 2007] and EXCO Decision Limpopo 1/2000.

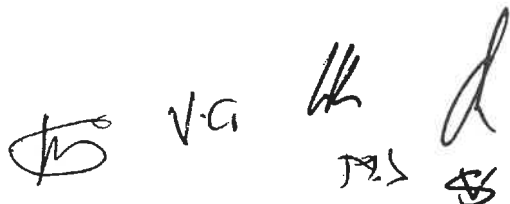
2. DEFINITIONS AND INTERPRETATION

2.1. In this agreement, unless the context indicates, otherwise, the following words have the meanings assigned to them hereunder:

"Adjustment date" - the 1st day of April 2026 and on the 1ST Day of April of each year;

"Building" - the structure already constructed on the property and which structure has been inspected by the Tenant;

"Commencement rental" - the monthly rental payable in respect of the first year of the lease;

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"Commencement date" - on a date to be agreed by both parties which shall be: 1ST of April 2025

"Escalation rate" - 8% per annum;

"Landlord" - Crimson King Properties 280 (Pty) Ltd, Registration Number 2006/001766/07;

"Premises" - shall mean Erf 27003 situated in the Township Pietersburg also known as 44 Biccard Street, Polokwane, Limpopo Province;

"Termination date" -the last day of 28th February 2035

"Tenant" – Limpopo Office of the Premier

- 2.2. The clause headings of this agreement have been inserted for reference purposes only and shall not be taken into account in this interpretation. Unless the context indicates otherwise, words importing one gender shall include body corporate, and, in each instance, also, the opposite thereof.
- 2.3. If a provision in a definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it, as if it were a substantive provision in the body of the agreement, notwithstanding that it is in the definitions clause.

3. THE LEASE

The Landlord hereby leases the premises to the Tenant who hires the premises on the terms and conditions of this agreement.

4. THE PERIOD

- 4.1. The period of the lease is 9 (NINE) years and 11(ELEVEN) months and commences on the commencement date and terminates on the termination date.
- 4.2. If the Landlord wishes to terminate this lease on the termination date the Landlord shall notify the Tenant thereof in writing at least 6 (SIX) months before the arrival of said date. Unless the Tenant receives notice in the manner aforesaid, the lease shall automatically be extended on the then operative conditions of the agreement, until one party terminates the lease with at least one calendar months' written notice to the other party.

5. RIGHT TO RENEW AND PURCHASE

The parties therefore agree as follows:

- 5.1. The Tenant shall have an option to renew this lease on the same terms and conditions for a further period of 9 (NINE) (ELEVEN) MONTHS.
- 5.2. The Tenant must exercise the option to renew the lease 6 (SIX) months prior to the termination date. Should the parties fail to reach agreement on the terms and conditions of the new lease, the original lease will be terminated at the normal expiry period.
- 5.3. During the duration of the lease the Tenant will have the first option to purchase the property for an amount to be agreed upon between the Tenant and the Landlord.
- 5.1. Notwithstanding the fact that the Tenant may have exercised the option and provided guarantees for the full purchase price, he/she

shall pay rent in terms of this agreement until registration of transfer of the property in his/her name.

- 5.2. The Tenant shall have the right to exercise the right to purchase at any time during the duration of the lease and the Landlord shall not have any right whatsoever to refuse to sell.
- 5.3. The purchase price to be calculated on not less than 6% return on the purchaser's investment based on the gross income for the year during which the option is exercised plus VAT.

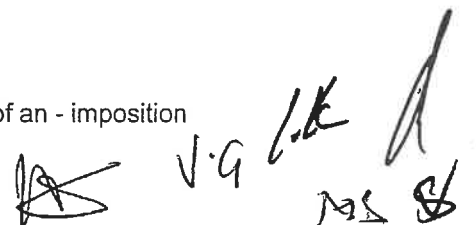
6. THE RENTAL

- 6.1. The lease commencement with the commencement rental of: **R580 313.00** month plus VAT [value added tax]. Thereafter the rental shall escalate with the escalation rate on each adjustment date for 2791 square meters gross lettable area as well as other expenses and parking. Stipulated hereunder:

Description	Calculation	Amount
Rental	2791m2 x R 135-00	R 376,785-00
Operational Costs	2791m2 x R 35-00	R 97,685-00
Parking	67 bays x R 450-00	R 30,150-00
Subtotal		R 504,620-00
VAT 15%		R 75,693-00
TOTAL		R 580,313-00

- 6.2. The rental shall be payable from the commencement date monthly in advance on or before the seventh day of each month at the address of the Landlord or at such other address in the Republic of South Africa as may be nominated in writing by the Landlord.

- 6.3. During the period of the lease any costs incurred as a result of an - imposition

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of new statutory taxes or levies on leasing and/or utilities Payable to the Local Municipality shall be refunded by the tenant to the landlord on the submission by the landlord of properly detailed accounts together with sufficient proof thereof as required.

7. USE OF PREMISES

7.1. The Tenant records that he will use the premises for the purpose of office accommodation and for no other purpose, except with the written consent of the Landlord, which consent shall not be withheld unreasonably.

8. CONDITIONS OF THE PREMISES AT THE COMMENCEMENT DATE AND AT THE TERMINATION DATE

8.1. The Tenant confirms that he did inspect the premises and the building and found it to be adequate for its needs and in suitable condition for the purposes for which the Tenant wishes to rent the premises.

8.2 On termination of this lease, the tenant shall return the premises and all such part thereof (including all keys) to the landlord in good order and condition and repair, fair wear and tear expected.

9. FIXTURES

9.1. The parties agree that for the purpose of the interpretation of this clause and of this lease, fixtures shall refer to movable or immovable fittings installed by the Tenant and required for this purpose, such as computer cables and telephone systems. The Tenant shall be entitled, at his expense and with the written consent of the Landlord, which consent shall not be unreasonably withheld, to install fixtures (which shall remain the property of the Tenant) on the premises provided that, at the termination of this lease -

- Fixtures may be removed by the Tenant on condition that the premises are restored before the termination date to the condition in which they were before the installation of the fixtures, fair wear and tear accepted.

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- The Landlord may demand that the fixtures which have not been thus removed, shall be removed by the Tenant, in which event the same requirements regarding the restoration of the premises shall apply.
- The Tenant shall not be entitled to compensation for fixtures which are not removed.

9.2. Tenant shall have the right, after the Commencement Date, to erect and maintain 1 (ONE) sign on the exterior of the Building on a location approved by the landlord, the aggregate size of which shall be subject to Landlord's reasonable approval, the materials, design, lighting and method of installation of the exterior signage, and any requested changes thereto, shall be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. The signage shall comply with all Legal Requirements and permits required by local authority.

The Tenant shall at all times maintain the exterior signage in good order, condition and repair and shall remove the exterior signage at the expiration or earlier termination of the Term hereof or upon Landlord's written demand after the failure of Tenant to comply with the provisions of this agreement and shall repair any damage to the building caused by the exterior signage or the installation or removal thereof.

Tenant shall have the right, from time to time throughout the term of this Lease, to replace its signage (if any) with signage which is equivalent to the signage being replaced, subject to all the terms and conditions.

10. EXPENSES, MAINTENANCE AND REPAIRS

10.1. For the purpose of the interpretation of this clause and the lease, the parties agree that the words in the heading bear meanings assigned to them hereunder:

"expense" - those disbursements in respect of the premises which are occasioned by the ownership of the operation thereof, e.g. assessment rates, municipal levies, air-conditioning and lift maintenance, insurance premiums, etc;

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"maintenance" - everything which is required to be done in order to enable the Tenant to return the premises to the Landlord on the termination date in the condition they were in at the commencement date, fair, wear and tear accepted. This includes the cleaning of the premises, general daily upkeep such as the replacement of electric bulbs and washers for taps, the repair of locks, etc., i.e. everything short of repairs as defined hereunder;

"repairs" - everything which is required to be done in order to achieve the same goal as that envisaged in the definitions of "maintenance", but which requires more labour and more expense than maintenance, such as the replacement of cables, taps, locks, floor tiles and the like. The parties agree that normal wear and tear can through time require repairs.

10.2. Unless agreed to the contrary and the recorded herein, to assist in the interpretation of this general statement, the parties agree that the Tenant shall be liable for –

- Domestic cleaning of the interior of the premises including the provision and replenishment of all perishable items and cleaning of the interior windows.
- The Landlord shall be responsible for the interior maintenance of the building, including repairs and upkeep arising from reasonable wear and tear. However, the tenant shall be solely responsible for any repairs or maintenance required due to negligence, misuse, theft, or abuse of the building's interior, including any damage exceeding normal wear and tear. In the event such repairs or maintenance are necessary, the Landlord shall provide the tenant with a written quotation. The tenant must formally accept the quotation in writing, and all invoices issued by the Landlord in connection with such repairs or maintenance shall be payable by the tenant within seven (7) days of receipt.
- The tenant is obligated to maintain all systems situated on the premises. This responsibility encompasses, but is not limited to, information technology systems, telephone systems, security



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systems, and any additional installations that the tenant has either installed or requested to be installed at any time throughout the term of the lease.

- The costs of water and electricity consumption to the extent that these are separately metered and all other monthly Municipal charges for instance refuse removal and sewage etc. but excluding all rates and taxes.

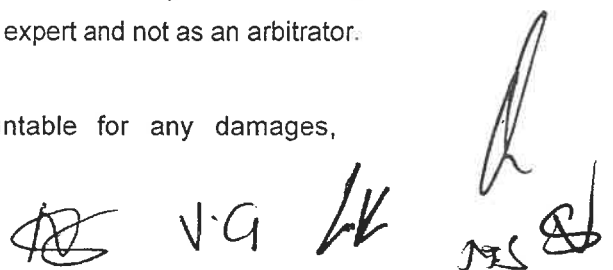
10.3. The parties confirm and agree that the Landlord shall be liable for the following:

- Maintenance of air conditioners on a monthly basis;
- Maintenance of lift on a monthly basis;
- Maintenance of generator monthly but excluding fuel;
- Clean the exterior of the windows at 12 (TWELVE) months intervals;
- Maintenance of fire equipment and fire detection systems and smoke ventilation;
- Exterior maintenance including painting;
- Insurance premiums including Sasria.

10.4 Should the Landlord fail to pay expenses or to undertake repairs the Tenant may in writing demand compliance therewith, and should the Landlord still be in default thirty days after receipt of such demand, the Tenant shall be entitled to demand specific performance or to pay such expenses or to undertake such repairs and to recover the amounts thus disbursed from the Landlord by way of set-off against future rental.

A certificate by the Tenant of such expenses shall be prima facie proof thereof. If the amount charged is disputed a certificate issued by an architect practicing in Polokwane for not less than 10 (TEN) years to confirm that the cost of such repairs and/or Maintenance are reasonable, shall be sufficient proof and which architect shall be deemed to act as an expert and not as an arbitrator.

10.5 The Tenant shall be held accountable for any damages,

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blockages, breakages and/or repairs required due to any theft, omission, negligence, misuse or abuse to the premises and/or breach of contract by the Tenant. This includes and is not limited to all fixtures, fittings and all systems contained therein for instance generators, lifts, air conditioning, plumbing work, fire equipment, alarms systems etc.

Any such repairs required to restore the premises, fixtures and fittings and all other systems to working order will be undertaken by the Landlord or his authorized representative who in turn will be reimbursed by the Tenant.

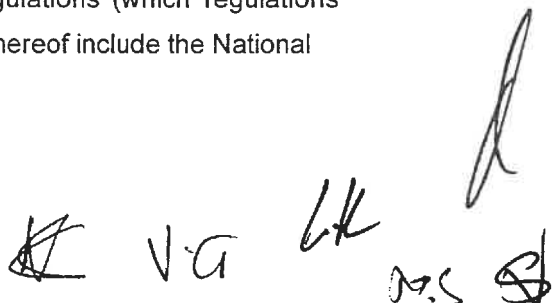
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10.6 the Tenant shall:

10.6.1 not store or leave or permit the storage or leaving of any goods on the premises in areas not designed for that specific purpose, i.e. hallway, offices, stairs, passages, parking areas or any other part of the Common Area;

10.6.2 not overload and/or interfere with electrical installations in the Premises or the air-conditioning installation or equipment and not affix any electrical fittings and/or generators other than those approved by the Landlord, without the prior written consent of the Landlord, which consent shall not be unreasonably withheld;

10.6.3 comply with and not contravene or permit the contravention of all applicable laws, by-laws and regulations (which regulations shall without limiting the generality thereof include the National

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Building Regulations and SABS codes, Environment Conservation Act No. 73 of 1989, the National Environmental Management Act No. 107 of 1998, the Hazardous Substances Act No. 15 of 1973, the Atmospheric Pollution Prevention Act No. 45 of 1965, the National Water Act No. 36 of 1998, and the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993), especially, but not limited to those relating to the Tenants or occupiers of business premises or the conduct of any business carried on in the Premises. The Tenant shall not contravene or permit the contravention of any of the conditions of title under which the Property is held by the Landlord or any of the provisions of the Town Planning Scheme applicable to the Property and not do or cause or permit to be done in or about the Premises anything which may be or cause a nuisance or disturbance to invitees or other occupants of the building or occupiers of neighboring premises. Nothing in this clause shall entitle any Tenant or person to oblige the Landlord to take action in terms of this sub-clause nor shall any Tenant or occupier derive any rights from the provisions of this clause 10.7.3;

10.6.4 ensure that all activities on the Premises comply in all respects with the Occupational Health and Safety Act No: 85 of 1993 (as amended) (or its successor) (this/the Act)) and the regulations found thereunder. The Tenant confirms that with effect from the Commencement Date of this Agreement it has acquired and assumed full control in respect of the use of the Premises for purpose of the Act. The Tenant hereby indemnifies the Landlord or any duly appointed agent against any claims arising from the Tenant's non-compliance with the provisions of this Act in respect of the Premises. The Tenant hereby also confirms that they are liable to comply with any other further regulations which might be enacted pertaining to the health and safety of the employees of the Tenant.

10.6.5 not contravene or allow the contravention of the Tobacco Products Control Act 83 of 1993 (as amended) (including regulations

thereunder) by members of its staff or any person on the Premises. The Tenant further indemnifies and holds the Landlord harmless against any penalty imposed by any local, provincial, national or other authority as a result of the Tenant's failure to comply with the provisions of such Act and/or the regulations.

10.6.6 be liable for fire evacuation plans and fire drills;

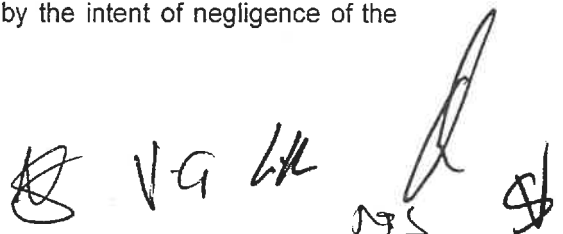
10.6.7 be responsible for the provision and cost of own security; and

10.6.8 The tenant shall not sublet the premises, or any portion thereof, without the prior written consent of the Landlord. Notwithstanding such consent, the tenant shall remain fully responsible and - accountable under this lease agreement. Any sublease shall be subject to the terms and conditions of this agreement and shall not deviate from or conflict with its provisions.

10.6.9 the tenant may not after the commencement of the lease do or allow anything to be done, which will cause an increase in the premiums of any insurance policy held by the landlord over the property. Should the tenant do or cause to be done anything that causes an increase in the premiums of such policy, or noncompliance thereof the tenant will be held liable for the costs involved to reinstate compliance including any increase in the premiums occasioned by the actions of the tenant. The Landlord shall furnish to the tenant proof from the insurer.

11. LIMITATION OF LIABILITY OF THE LANDLORD

11.1. The Landlord shall not be liable for any damage which the Tenant may suffer as consequences of rain, wind, hail, lightning, fire, earthquake, storm, riots, strikes, actions by enemies of the State or in consequence of the interpretation of any facility or service supplied to the premises by third parties, unless such damage is caused by the intent or negligence of the Landlord, his employees or agents

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11.2. The Landlord shall not be liable for any accident, injury or damage incurred by the Tenant, his employees, agents or visitors, in or near the premises, irrespective of the cause thereof, unless it is the result of intent or negligence on the part of the Landlord, his employees or agents.

11.3. The Landlord shall not be liable for any declaration of a disaster in Terms of the Disaster Management Act, Act 57 of 2002 (as Amended) and/or any declaration or proclamation issued by the State of Emergency Act, Act 64 of 1997 (as Amended).

12. DAMAGE TO OR DESTRUCTION OF THE PREMISES

12.1. Should the Premises be destroyed or damaged to an extent which prevents the Tenant from having beneficial occupation of the Premises then:

12.1.1 the Tenant shall have no claim of any nature whatsoever against the Landlord as a result thereof.

12.1.2 the Landlord shall be entitled to elect within 1 (ONE) calendar month after such destruction or damage has occurred whether or not this Lease shall be cancelled.

12.2 Should the Landlord elect to cancel this Lease, then the Tenant shall have no claim of any nature whatsoever against the Landlord as a result of the cancellation of the Lease.

12.3 Should the Landlord elect not to cancel this Lease, then:

12.3.1 the Landlord shall reinstate, at its cost, the Premises as soon as reasonably possible in the circumstances, but should such reinstatement not have been completed within a reasonable period, cancellation will, upon the expiry of such period, automatically take place;

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M.S. \$

12.3.2 the Tenant shall not be liable for any rent for so long as it is deprived of beneficial occupation of the Premises;

12.3.3 should the Tenant be given beneficial occupation from time to time of part of the Premises, then it shall make payment of the rental thereof on a pro rata basis in respect of period and area;

12.3.4 the period of this Lease shall be extended by the period during which the Tenant is deprived of beneficial occupation of the whole of the Premises.

12.4 Should the Premises be damaged to an extent that they are nevertheless still Tenatable and can be occupied, this Lease shall not terminate, but the Tenant shall be entitled to a reasonable remission of rent for the period and proportionate to the extent to which the Tenant is deprived of beneficial occupation of the Premises and the Landlord shall reinstate or repair the Premises within a reasonable period.

12.5 Should any dispute arise between the Landlord and the Tenant in regard to the remission to which the Tenant is entitled as contemplated in clause 12 or should any dispute arise as to the reasonableness of the period within which the Landlord reinstates or repairs the Premises as contemplated in clause 12, then any such dispute shall be referred for determination by an architect practicing as such for not less than 10 years in Polokwane, who shall act as an expert and whose decision shall be final and binding on the parties.

13. SALE OF PREMISES

13.1. Transfer of the premises from the Landlord pursuant to a sale thereof shall not in any way affect the validity of this lease. It shall accordingly.- upon registration of transfer of the premises into the name of the purchaser remain of full force and effect save that the purchaser shall be substituted as landlord and acquire all rights and be liable to fulfil all the obligations which the Landlord as landlord enjoyed against or was liable to fulfil in favor of the tenant in terms of the lease.

 Vg LK


M.S. S

14. GENERAL

14.1. The parties respectively choose as *domicilium citandi et executandi* and as the address for the serving of notices the address as follows:

14.1.1. **LANDLORD: CRIMSON KING PROPERTIES 280 (PTY) LTD**

Herein duly represented by LOUCAS KOURTOUMBELLIDES,
in his capacity as DIRECTOR duly authorized thereto by virtue of a
resolution.

Postal: PO BOX 55087
POLOKWANE
0700

Physical: 27 ISMINI AVENUE
ISMINI OFFICE PARK
BENDOR
POLOKWANE, 0699

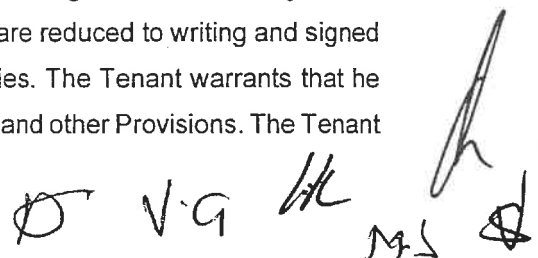
14.1.2. **TENANT: LIMPOPO OFFICE OF THE PREMIER**

Herein duly represented by N. S. Nchabeng, in his
capacity as Deputy-Governor duly authorized
thereto by virtue of appointment in terms of the Public Service Act.

Postal: PRIVATE BAG X9483
POLOKWANE, 0700

Physical: MOWANENG BUILDING
40 HANS VAN RENSBURG STREET
POLOKWANE, 0699

14.2. The lease contains the whole agreement between the parties as of date of signature hereof. Representation or guarantees which are not contained herein shall not be binding on the parties. Amendments to this lease or agreements contrary to the provisions thereof shall bind the parties only if they are reduced to writing and signed by the duly authorized representatives of both parties. The Tenant warrants that he has as far as need be complied with all the Statutory and other Provisions. The Tenant



specifically warrants that he has obtained the necessary approvals and has complied with the Public Finance Management Act – [Act No 1 of 1999 (as amended)] and all other regulations pertaining to procurement issued by the National and/or Provincial Treasury to enter into this agreement or any other Authority required thereto.

- 14.3. Notices, pursuant to the provisions of this lease shall be given in writing. Notices to be telefax or emailed shall be deemed to be in writing, provided the original copies thereof are dispatched and received at the earliest possible date.

15. REMEDIES FOR BREACH, CANCELLATION AND TERMINATION

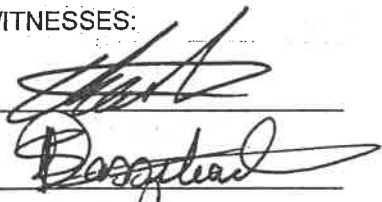
- 15.1 If there is a material failure by any of the parties to comply with this agreement of lease (including a failure to pay any rent to other amount due by the Tenant in terms of this lease on due date), and if the party in breach continue that failure for more than 30 (THIRTY) days after receipt of a notice requiring payment, the aggrieved party shall be entitled to cancel this agreement of lease forthwith or specific performance. Should this agreement be terminated, the Landlord shall have the right to resume possession of the premises but without prejudice to its claim for arrears of rent and/or damages which it may have suffered by reason for the Tenant's breach of contract or of the premature cancellation.

- 15.2 ~~In the event that the aggrieved party institutes any such proceedings as set out above, the aggrieved party shall be responsible for cost on an attorney and client scale.~~

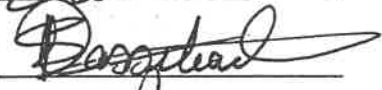
Signed at Polokwane on this 18th day of February 2025.

WITNESSES:

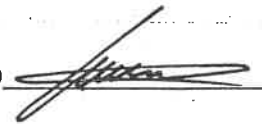
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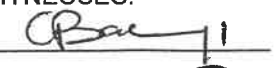
LANDLORD



Signed at Polokwane on this 18th day of 02 2025.

WITNESSES:

1.



2.



TENANT



LIMPOPO PROVINCIAL GOVERNMENT
DEPARTMENT OF EDUCATION
44 BICCARD STREET - POLOKWANE
2024/25 LEASED OFFICE BUILDING-FEBRUARY 2025

CONTRACTED PERIOD	CONTRACT AMOUNT	DURATION	TOTAL	YEARS
Apr 2025-Dec 2025	580 313,00	9	5 222 817,00	Year 1
Jan 2026-Mar 2026	580 313,00	3	1 740 939,00	
Apr 2026-Dec 2026	626 738,04	9	5 640 642,36	Year 2
Jan 2027-Mar 2027	626 738,04	3	1 880 214,12	
Apr 2027-Dec 2027	676 877,08	9	6 091 893,75	Year 3
Jan 2028-Mar 2028	676 877,08	3	2 030 631,24	
Apr 2028-Dec 2028	731 027,25	9	6 579 245,22	Year 4
Jan 2029-Mar 2029	731 027,25	3	2 193 081,75	
Apr 2029-Dec 2029	789 509,43	9	7 105 584,87	Year 5
Jan 2030-Mar 2030	789 509,43	3	2 368 528,29	
Apr 2030-Dec 2030	852 670,18	9	7 674 031,66	Year 6
Jan 2031-Mar 2031	852 670,18	3	2 558 010,54	
Apr 2031-Dec 2031	920 883,79	9	8 287 954,15	Year 7
Jan 2032-Mar 2032	920 883,79	3	2 762 651,37	
Apr 2032-Dec 2032	994 554,49	9	8 950 990,44	Year 8
Jan 2033-Mar 2033	994 554,49	3	2 983 663,47	
Apr 2033-Dec 2033	1 074 118,85	9	9 667 069,64	Year 9
Jan 2034-Mar 2034	1 074 118,85	3	3 222 356,55	
Apr 2034-Dec 2034	1 160 048,36	9	10 440 435,22	11 Months
Jan 2035-Feb 2035	1 160 048,36	2	2 320 096,72	
Total			99 720 837,36	

Not later than 1 year 6 963 756,00

Later that 1 year but not 5 years 24 415 708,44

Later than 5 years 68 341 372,92

Total contract 99 720 837,36

LIMPOPO PROVINCIAL GOVERNMENT
DEPARTMENT OF EDUCATION
44 BICCARD STREET - POLOKWANE
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Later than 5 years	68 341 372,92
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Total contract	99 720 837,36
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