

17. NO VARIATION

No variation or alteration of this Agreement shall be of any force or effect unless same is recorded in writing and signed by or on behalf of the parties hereto. No relaxation or indulgence, which may be allowed by either party at any time in regard to his performance of any of his obligations in terms of this Agreement, shall be construed as waiver, or occasion prejudice to his rights under this Agreement.

18. HEADINGS

It is hereby recorded that the headings to the clauses in this Agreement are inserted for information only and will have no relevance in the interpretation thereof. The singular shall be deemed to include the plural (and vice versa) and the one sex the others.

19. DOMICILIUM

Any notice which either party may wish or be required to give to the other shall be deemed to have been duly given if sent by pre-paid registered post, addressed to the party receiving such notice, and at the following addresses which the parties respectively choose to be their **domicilia citandi et executandi**, viz.:

The seller at No. 1 Verbena Street, Paarden Eiland, Cape Town, South Africa.

The purchaser at : 539 Broadway, Monticello, Ny 12701 USA

Phone: 914 797 9977

Fax: 845 791 7577

E-Mail: mark@mclewin.com

Notice shall be deemed to been received three (3) days after dispatch thereof by post, unless the Addressee proves otherwise.

20. CESSION AND ASSIGNMENT

Neither party shall cede and/or assign this Agreement in any way whatsoever to any person or person whomsoever, without the other party's prior written consent.

21. COSTS

The seller shall bear all of the costs in respect of the drafting this Agreement and mandated thereto but should any amendments be required **the purchaser** shall be liable for all costs in respect thereof.



Handwritten signature and initials in a circle, with a large diagonal line through it, and a small number '9' below it.