



- Candidates are required to answer **ALL** the questions.
- Questions must be answered in **SEQUENCE**. Ensure that your answers are clearly **NUMBERED**.
- This is a **CLOSED BOOK** paper. No notes, supplementary documents or online referencing is permitted.
- All answers must be **in your OWN words** where appropriate.
- Candidates must take note of the mark allocation of each question in order to provide enough information in their answer.
- Where answers are duplicated between candidates, plagiarised, or copied, **ZERO** marks will be granted.
- Take note that duplicated, plagiarised and/or copied answers may be subject to further investigation, penalties and/or disciplinary action.

- Total marks for paper two – **150 marks**
- Pass mark – a minimum of **50%** in each of the two papers.
- Time allocation – **3 hours**

QUESTION 1 - Definitions

20 marks

1.1 List FOUR (4) aims of the Labour Relations Act (66 of 1995). (4)

1.1		

1.2 What would the following actions typically have in common when used within a contract or an agreement?

"advise"; "appoint"; "approve"; "authorise"; "certify"; "consent"; "decide"; "delegate"; "designate"; "instruct"; "issue"; "notify"; "object"; "reply"; "request"; "specify"

1.2		(2)
1.3	Define the phase "critical path" as used in a project management program	(4)
1.4	Define and elaborate on the meaning of the word " dispute " when used in a contractual arrangement.	(4)
1.5	Define the word "zoning" with reference to the local authority.	(3)

1.6	Explain the meaning of the word “independent contractor”.	(3)

QUESTION 2 - Mixed Method - Multiple Choice & Essay

14 mark

2.1	<p>Identify the TRUE statement applicable to the registration of an architectural professional.</p> <table border="1"> <tr> <td>A</td> <td>A Draftsperson may become an architectural professional by obtaining 5 years supervised draughting experience.</td> </tr> <tr> <td>B</td> <td>Any person with a South African company registered with CIPC may become an architectural professional.</td> </tr> <tr> <td>C</td> <td>An Architectural professional must pass the Professional Practice Examination.</td> </tr> <tr> <td>D</td> <td>Any person who passed Technical Drawing or equivalent at Grade 12 level and have 10 years experience in draughting may register as an architectural professional.</td> </tr> <tr> <td>E</td> <td>A process of Recognition of prior draughting learning is used to register professional Architects.</td> </tr> </table>	A	A Draftsperson may become an architectural professional by obtaining 5 years supervised draughting experience.	B	Any person with a South African company registered with CIPC may become an architectural professional.	C	An Architectural professional must pass the Professional Practice Examination.	D	Any person who passed Technical Drawing or equivalent at Grade 12 level and have 10 years experience in draughting may register as an architectural professional.	E	A process of Recognition of prior draughting learning is used to register professional Architects.	(2)
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D	Any person who passed Technical Drawing or equivalent at Grade 12 level and have 10 years experience in draughting may register as an architectural professional.											
E	A process of Recognition of prior draughting learning is used to register professional Architects.											
2.2	<p>Which one of the following parties must provide all the relevant site information for a project to the architectural professional? Select ONE (1) from the following list (1 mark):</p> <table border="1"> <tr> <td>A</td> <td>The Local Council.</td> </tr> <tr> <td>B</td> <td>The Surveyor General</td> </tr> <tr> <td>C</td> <td>The Conveyancer (a Specialised Attorney) who transferred the property from the seller to the current landlord.</td> </tr> <tr> <td>D</td> <td>The Client.</td> </tr> <tr> <td>E</td> <td>The financial institution who registered the bond or home loan.</td> </tr> </table>	A	The Local Council.	B	The Surveyor General	C	The Conveyancer (a Specialised Attorney) who transferred the property from the seller to the current landlord.	D	The Client.	E	The financial institution who registered the bond or home loan.	(2)
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B	The Surveyor General											
C	The Conveyancer (a Specialised Attorney) who transferred the property from the seller to the current landlord.											
D	The Client.											
E	The financial institution who registered the bond or home loan.											
2.3	<p>Which of the following is NOT a requirement that must be met for a contract to give rise to a legal obligation.</p> <table border="1"> <tr> <td>A</td> <td>Consensus.</td> </tr> <tr> <td>B</td> <td>Repudiation</td> </tr> <tr> <td>C</td> <td>Contractual capacity</td> </tr> <tr> <td>D</td> <td>Legality</td> </tr> <tr> <td>E</td> <td>Possibility</td> </tr> </table>	A	Consensus.	B	Repudiation	C	Contractual capacity	D	Legality	E	Possibility	(2)
A	Consensus.											
B	Repudiation											
C	Contractual capacity											
D	Legality											
E	Possibility											

2.4	<p>SACAP compiled a Code of Rules for Inquiry in alleged Improper Conduct (Board Notice 7 of 2021) which outlines the procedures required to investigate any alleged acts, complaints, charges, or allegations of improper conduct by a registered person. Identify the FALSE statement.</p> <p>Select ONE from the following list:</p> <table border="1" data-bbox="347 450 1350 920"> <tr> <td data-bbox="347 450 416 591">A</td> <td data-bbox="416 450 1350 591">Any complaint of improper conduct must be accompanied by an affidavit or verified statement that includes the details of the act along with any supporting documentation.</td> </tr> <tr> <td data-bbox="347 591 416 667">B</td> <td data-bbox="416 591 1350 667">The Rules for Enquiry contain pro forma documents regarding notice to attend a hearing and a subpoena for witnesses.</td> </tr> <tr> <td data-bbox="347 667 416 743">C</td> <td data-bbox="416 667 1350 743">A registered person has the right to be assisted or represented by another person or to decline to make any statement.</td> </tr> <tr> <td data-bbox="347 743 416 819">D</td> <td data-bbox="416 743 1350 819">The purpose of an investigation is not to recover any damages incurred nor to enforce the specific performance of the accused</td> </tr> <tr> <td data-bbox="347 819 416 920">E</td> <td data-bbox="416 819 1350 920">If the respondent is found guilty, the disciplinary tribunal must impose a fine not greater than the cost of one-year imprisonment as determined by the Adjustment of Fines Act (101 of 1991).</td> </tr> </table>	A	Any complaint of improper conduct must be accompanied by an affidavit or verified statement that includes the details of the act along with any supporting documentation.	B	The Rules for Enquiry contain pro forma documents regarding notice to attend a hearing and a subpoena for witnesses.	C	A registered person has the right to be assisted or represented by another person or to decline to make any statement.	D	The purpose of an investigation is not to recover any damages incurred nor to enforce the specific performance of the accused	E	If the respondent is found guilty, the disciplinary tribunal must impose a fine not greater than the cost of one-year imprisonment as determined by the Adjustment of Fines Act (101 of 1991).	(2)
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E	If the respondent is found guilty, the disciplinary tribunal must impose a fine not greater than the cost of one-year imprisonment as determined by the Adjustment of Fines Act (101 of 1991).											
2.5	<p>You have been approached by Mr Lebakeng to provide professional architectural services on a new mix-used development in Gauteng to answer the growing need of student accommodation in the Mogale City area. Your architectural services will be to fulfil the roles of architectural professional, principal consultant and principal agent, and therefore you will be tasked with advising the developer on the construction contracting and construction pricing strategies. As you were the first built environment professional with whom the project has been discussed, the developer has requested that you provide a proposal on how you and the other members of the professional team may be appointed on the project.</p> <p>2.5.1 Identify and describe in your own words TWO (2) methods that would be appropriate for the appointment of the professional team (3 marks each).</p>	(6)										

QUESTION 3 - The Profession

8 marks

3.1. You are working as a candidate architectural professional at Propdzign Architects, and you received the following email from your principal regarding a potential new project for the practice:

Dear Jabulani,

As you are aware, the Nkangala Mall project in Witbank is nearing completion. During a site visit today, the various representatives of our client for this project, Group 7 consulting expressed their tremendous gratitude for our firm's hard work.

Group 7 consulting informed us that they wish to proceed with the schematic design we proposed for the mixed-use student accommodation, residential and commercial development on the adjacent land. We submitted a Letter of Offer and project cost-based fee proposal for our standard (full) scope of architectural services and Group 7 consulting wish to finalise our appointment for this new project.

However, as this project is on a much greater scale than the Nkangala Mall, Group 7 consulting is considering the appointment of additional consultants to provide project management services on the project (which may include a development manager and/or a project manager).

As a result, Group 7 consulting requested that we revise our fee proposal accordingly. This is a lucrative opportunity for Propdzign Architects, and we would do our utmost not to lose this opportunity.

As I will only be back in the office next week, please compile an email to our clients as indicated below

Thank you kindly,
John Slater

Propdezn Architects

Provide an outline of an architectural professional's services when fulfilling the following roles as part of the standard (full) scope of architectural services from stages 1-6:

3.1.1. The principal consultant

(2)

3.1.2. The principal agent.

(2)

3.2 We may consider establishing a collaborative relationship with Project Xpert, a locally based firm of professional project managers.

Shortly after receiving the email the scenario above, you received the following email from your mentor regarding the same project:

Dear Jabulani,

After sending you my previous email, the representatives from Group 7 consulting informed me that an international organisation would be providing the funding for the mixed-use student accommodation, residential and commercial project. However, this would only take place once we have completed the design development stage of the project and therefore the first payment of our fees would only take place on completion of work stage three.

Please assess this arrangement by answering the questions below (question 3.4)

Thank you kindly,

John Slater

Propdeziqn Architects

3.3.1. Provide the name of this type of arrangement regarding the payment of fees for architectural services.

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4.3. Provide THREE (3) frequently used reasons for the principal agent's to refuse a contractor's claim for the revision of the date for practical completion.

(3)

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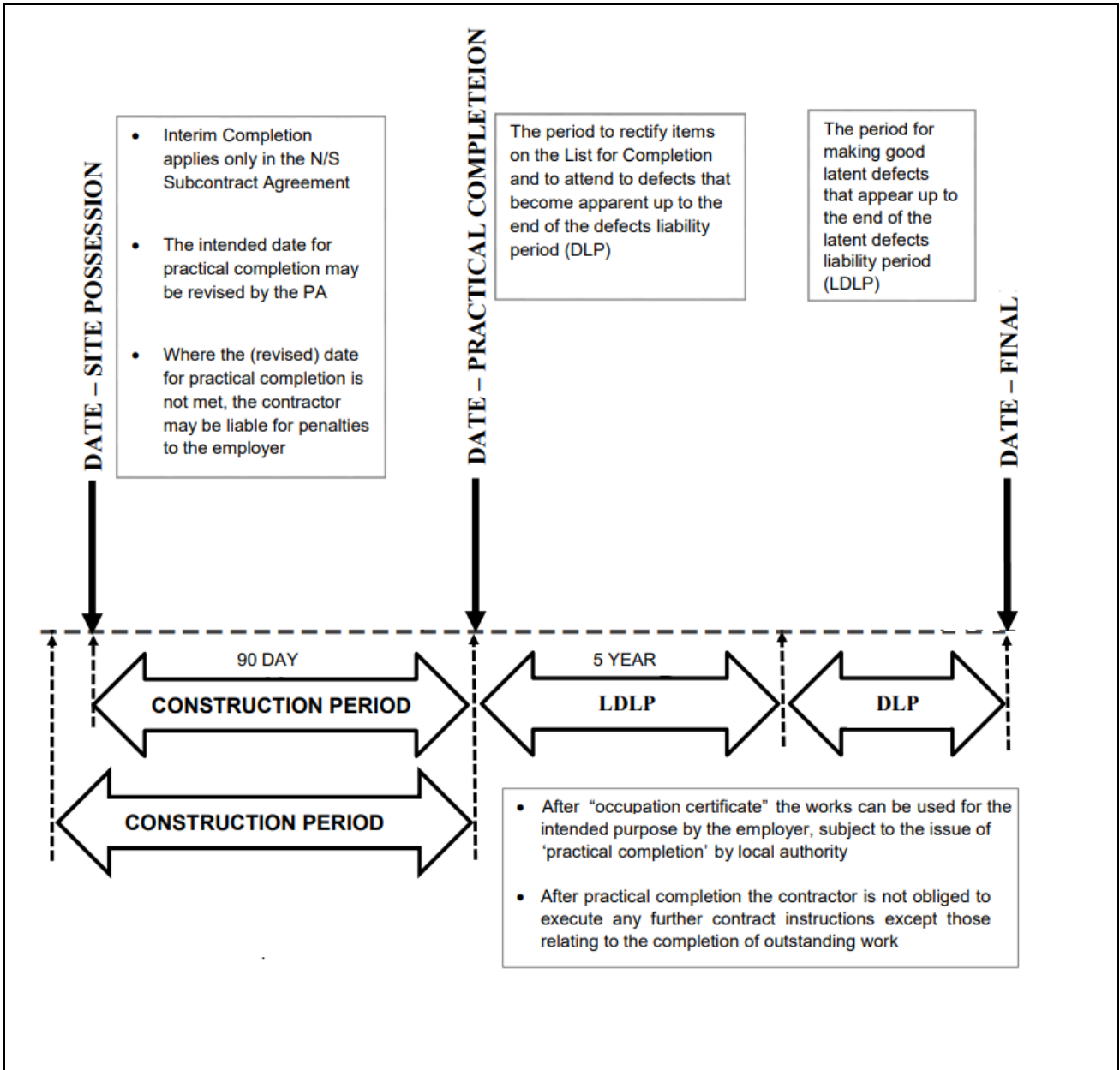
ATION
your

QUESTION 5 -

31 marks

5.1. You have been appointed by John Van Rooyen as Principal Agent to administer the JBCC Principal Building Agreement, Edition 6.2 – February 2018 during stage 5 for the construction of a five-storey student accommodation block.		
5.1.1	Explain in your own words why you believe the JBCC PBA in this specific scenario should be utilised during the construction process?	(2)
5.1.2	Explain the Principal Agent’s responsibilities during stage 5	(2)
5.1.3	List four (4) types of JBCC Principal Building agreement certificates to be completed by the Principal Agent during the construction stage.	(4)
5.2	Mr Van Rooyen indicated that he wishes to change the entrance to the student accommodation block and wish to expand the recreational facility to accommodate more students at any given time. Explain to the client what would be required from the following affected parties, to ensure that the changes are executed correctly and without any future issues. 5.2.1. Architect (2) 5.2.2. Engineer (2) 5.2.3. Quantity Surveyor (2) 5.2.4. Principal Agent (2) 5.2.5. Contractor (2)	(10)
5.3	Must the contract sum provided by the tendering contractor in the JBCC Minor Works Agreement include the cost of equipment to complete the works?	(2)

5.4	Explain if each tendering contractor should be registered with the National Home Builders Registration Council (NHBRC). Motivate your answer.	(2)
5.5	<p>Mr Van Rooyen mentioned that he received a JBCC Defect Liability Period diagram from Artificial Intelligence (AI) software, <i>ContractsGPT</i>.</p> <p>He asked you to check if the diagram generated by the AI model is correct.</p> <p>Using your knowledge of the JBCC contract and the liability periods, identify any 4 (four) errors in the diagram below.</p> <p>Make reference to the phrases in the diagram to be as clear as possible.</p>	(8)



5.6.	With reference to the above scenario, why is it important for a professional to always check the work of a junior staff member, candidate or an Artificial Intelligence (AI) model?	(1)

QUESTION 6 - Case Study

5 marks

Mr John Van Rooyen appointed you as the principal agent in the student accommodation block (Question 4) and the contractor signed the JBCC Principal Building Agreement (edition 6.2) before commencing with the contract. You issued the certificate of practical completion for the project. The contractor is however not satisfied with the amount that was certified in the latest interim payment certificate and submitted a letter to you and the client declaring a dispute on the project.

The contractor stated that you did not carry out your obligations as the principal agent to ensure that the amount certified for the interim payment is correct.		
6.1	Identify TWO (2) clauses in the JBCC agreement to demonstrate that the contractor was incorrect to declare a dispute (2)	(2)
6.2	You arrange an urgent meeting with the client to discuss the contractor's dispute declaration and the dispute resolution clauses in the JBCC Principal Building Agreement. Indicate which form of dispute resolution will apply to this dispute by motivating your answer.	(1)
6.3	Would such a payment dispute be less expensive and quicker to resolve by utilising the services of a legal professional and litigation in court. Please motivate your answer.	(1)
6.4	Could a ruling made during dispute resolution be overturned by the Supreme Court of Appeal?	(1)

QUESTION 7 - Practice of Architecture

5 marks

Mr John Van Rooyen appointed your firm as the principal agent in the student accommodation block (Question 4). You are appointed as a junior professional architectural professional by Propdzign Architects (Question 3) and are part of the team designing the student accommodation in Witbank.		
7.1. List three key responsibilities of the Principal Agent during stage 5		(3)
7.1		
1.2.	An architectural professional should comply with certain ethics and rules of guiding behaviour to remain registered in the profession. Does SACAP stipulate and list such rules within an ethical code of conduct?	(1)
1.3.	Describe what is meant by legal and ethical obligations of an architectural professional	(1)

8.1 Ms. Ninina Wader is the principal Agent for her Architectural Practice “Arch2 Designer & Co PTY LTD”, located at 23 Milton Drive , Cape Town, 8000. The JBCC PBA contract is in use and the following contract data is available.

All amounts exclude VAT, unless otherwise stated:

- Employer >
Dental Wealth PTY LTD.
- Principal Contractor:
Shine Contractors PTY LTD
- Works Identification
A new single storey Health and Wellness practice, constructed of RC concrete framework, infill brick work, external facade cladding, internal suspended ceilings, drywall partitioning, floor finish as selected, sanitary ware and all related services and external works.
- Site description
Portion 23 of ERF 342, Houghton , Johannesburg
- Contract Sum
R356 798 522, 10 excl. VAT
- Security Selected
Variable Construction Guarantee
- CPAP adjustment was not selected. The tender price was therefore fixed.
- The date on which Payment Certificate must be issued , is 28th of each month
- To date the Contractor has failed to effect the Contract Works Insurance and the Employer subsequently paid the amount of R 150 234.48c Including VAT, on the Contractors behalf. The employer agreed to recover this expense over two equal payment period with the second 50 % recoverable during this current payment period. The first 50% of this payment was recovered during the previous Payment Certification No.2

On 21st March 2024, Ms Ninina Wader received the interim Valuation no 3 from the QS, which contains the following information. All amounts exclude VAT:

- Value of works executed to date:
R11 200 121.30
- Value of Materials on Site:
R 754 200, 67
- Value of Materials off site:
R205 456 .22
- Authorised Adjustments to the Contract Value to date by way of omissions:
R-115 567.10
- Previous Amount certified was:
R10 456 125 .32

The following Provided JBCC PBA documents of the Payment certificate is partially complete.

With intent for **This Question in the Examination** only, the payment certificate is divided into 3 Sections namely:

- a. True or False
- b. Missing data – complete the missing values
- c. Complete the required information

8.1. Complete the Payment Certificate provided

8.1.1	You have been provided with an incomplete payment certificate (see below) With reference to the 'highlighted area' under section a. , State whether the following data on the Payment Certificate provided is True or False. If False, in your own words state/list what the correct information is.	(7)
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Payment Certificate
 Issued in terms of Clause 25.0 of the
 Principal Building Agreement Edition 6.2 - May 2018

Certificate No: **8**
 Interim or Final **final**

Section 'a'

Employer **TK Driving School**
 Contractor **MY Contractors PTY LTD**
 Works **Existing Office block**
 Site **Portion 23 of ERF 34, Houghton, JHB**

Section 'b'

Valuation date	Issue date	Payment due date	A CONTRACT SUM	B CURRENT CONTRACT VALUE	C CURRENT VALUATION	D CURRENT CERTIFICATION
?	?	?				
1.0	Value of work executed [25.3.1]				?	
2.1	Materials and goods on site [25.3.2]				?	
2.2	Materials and goods off site [25.3.2]				?	
3.0	Subtotal				?	
4.0	Security adjustments applicable [25.3.3] if applicable, state %		nil	%	12 150 778.19	12 150 778.19
5.0	Net contract sum		356 798 522.10	356 798 522.10		
6.0	Authorised adjustments to contract value [26.0]			- 115 567.10		
7.0	Cost fluctuations [25.3.4]		n/a	n/a	n/a	n/a
8.0	GROSS AMOUNT CERTIFIED					12 150 778.19
9.0	Less Previous amount certified [25.3.6]					?
10.0	NET AMOUNT CERTIFIED					?
11.1	Less Expense and loss payable to the employer [Recovery Statement subtotal 1.0]					?
11.2	Less Penalty levied and payable to the employer [Recovery Statement 1.11]					nil
11.3	Add Damages payable to the contractor [Recovery Statement 2.3]					nil
11.4	Add Expense and loss caused by a direct contractor [Recovery Statement 2.4]					nil
11.5	Add Termination of a n/a subcontract agreement, employer's default [Recovery Statement 2.6]					nil
12.0	Subtotal		356 798 522.10	356 682 955.00		1 638 333.53
13.0	Add Tax on 12.0 [25.3.8] 15 %		53 519 778.32	53 502 443.25		245 750.03
14.1	Less Default interest payable to the employer [Recovery Statement 1.12]					nil
14.2	Less Recoupment from contractor of an advance payment [Recovery Statement 1.10]					nil
14.3	Add Default interest payable to the contractor [Recovery Statement 2.1]					nil
14.4	Add Compensatory interest payable to the contractor [Recovery Statement 2.2]					nil
14.5	Add Advance payment made to the contractor [Recovery statement 2.5]					nil
14.6	Add Other non-taxable amounts [25.3.10]					nil
15.0	TOTAL		410 316 300.42	410 185 398.25		
16.0	Currency ? CERTIFIED AMOUNT DUE FOR PAYMENT to the:				?	1 884 083.56
17.0	Contract sum execution (Security for construction - variable only)			(D8.0-A12.0x100)	?	%
Security status Mark each box as appropriate: ✓ or X D17.0 < 50% <input checked="" type="checkbox"/> D17.0 ≥ 50% <input type="checkbox"/> Practical Completion <input type="checkbox"/> Final Completion <input type="checkbox"/>						

Section 'c'

ARCH2 DESIGNERS & CO PTY LTD
 23 Milton Drive
 Capetown
 8000

Signature _____ Date: **28 November 2024**

Signed by the principal agent who, as agent for the employer, certifies that the positive or negative amount stated in D16.0 is due and payable by the date stated [D0], irrespective of the date of signature of this payment certificate

Name and address of the principal agent's practice

8.1.2	With reference to the MISSING VALUES under section 'b', complete the following required values and list them as stated below I. Valuation Date II. Issue date III. Payment Due Date IV. Value of works executed V. Material and Goods on site VI. Material and Goods off site VII. Gross amount certified VIII. Less Previous Amounts certified	(10)
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	IX. Net Amount Certified X. Less expense and loss payable to the employer	
8.1.3	With reference to the MISSING Information under Section 'c' , list the following required information as stated below: I. Currency _____ II. Certified amount due for payment to the _____ III. Contract sum execution_____	(3)

1.2. You are the principal Agent on the following contract. You may select any name you wish for your practice. The JBCC PBA contract is in use and the following contract data is available, all amounts exclude VAT, unless otherwise stated:

Employer >C A Coffee & Bean Inc.

- Principal Contractor:
P Rice Contractors PTY LTD
- Works Identification
A new 2 Storey Coffee and
constructed of RC concrete framework, infill brick work, external facade cladding, internal suspended ceilings, drywall partitioning, floor finish as selected, sanitary ware and all related services and external works.
- Site description
Portion 5 of ERF 572, Seaport, Cape Town
- Contract Sum
R142 045 826, 07 excl. VAT
- Security Selected
Variable Construction Guarantee
- CPAP adjustment was not selected. The tender price was therefore fixed.
- The date on which Payment Certificate must be issued , is 28th of each month
- To date the Contractor has failed to effect the Contract Works Insurance and the Employer subsequently paid the amount of R 287 322.21 including VAT, on the Contractors behalf. The employer agreed to recover this expense over two equal payment period with the second 50 % recoverable during this current payment period. The first 50% of this payment was recovered during the previous Payment Certification No.3

On 21st February 2024, you received interim Valuation no 4 from the QS, which contains the following information. All amounts exclude VAT:

- Value of works executed to date:
R21 038 287.61
- Value of Materials on Site:R1 741 198, 73
- Value of Materials off site:
R503 851 .18
- Authorised Adjustments to the Contract Value to date by way of omissions:
R-384 367.12
- Previous Amount certified was:
R17 762 479 .27

8.2.1 Fill in the following provided JBCC PBA documents of the Payment Certificate:

Payment Certificate
 Issued in terms of Clause 25.0 of the
 Principal Building Agreement Edition 6.2 - May 2018

Certificate No:
 Interim or Final

Employer
 Contractor
 Works
 Site

Valuation date Issue date Payment due date

	A CONTRACT SUM	B CURRENT CONTRACT VALUE	C CURRENT VALUATION	D CURRENT CERTIFICATION
1.0 Value of work executed [25.3.1]			<input type="text"/>	
2.1 Materials and goods on site [25.3.2]			<input type="text"/>	
2.2 Materials and goods off site [25.3.2]			<input type="text"/>	
3.0 subtotal			<input type="text"/>	
4.0 Security adjustments applicable [25.3.3] <i>if applicable, state %</i>		<input type="text"/>	% <input type="text"/>	<input type="text"/>
5.0 Net contract sum	<input type="text"/>	<input type="text"/>		
6.0 Authorised adjustments to contract value [26.0]		<input type="text"/>		
7.0 Cost fluctuations [25.3.4]	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
8.0 GROSS AMOUNT CERTIFIED				<input type="text"/>
9.0 Less Previous amount certified [25.3.6]				<input type="text"/>
10.0 NET AMOUNT CERTIFIED				<input type="text"/>
11.1 Less Expense and loss payable to the employer [Recovery Statement subtotal 1.0]				<input type="text"/>
11.2 Less Penalty levied and payable to the employer [Recovery Statement 1.11]				<input type="text"/>
11.3 Add Damages payable to the contractor [Recovery Statement 2.3]				<input type="text"/>
11.4 Add Expense and loss caused by a direct contractor [Recovery Statement 2.4]				<input type="text"/>
11.5 Add Termination of a n/a subcontract agreement, employer's default [Recovery Statement 2.6]				<input type="text"/>
12.0 subtotal	<input type="text"/>	<input type="text"/>		<input type="text"/>
13.0 Add Tax on 12.0 [25.3.8] <input type="text"/> %	<input type="text"/>	<input type="text"/>		<input type="text"/>
14.1 Less Default interest payable to the employer [Recovery Statement 1.12]				<input type="text"/>
14.2 Less Recoupment from contractor of an advance payment [Recovery Statement 1.10]				<input type="text"/>
14.3 Add Default interest payable to the contractor [Recovery Statement 2.1]				<input type="text"/>
14.4 Add Compensatory interest payable to the contractor [Recovery Statement 2.2]				<input type="text"/>
14.5 Add Advance payment made to the contractor [Recovery statement 2.5]				<input type="text"/>
14.6 Add Other non-taxable amounts [25.3.10]				<input type="text"/>
15.0 TOTAL	<input type="text"/>	<input type="text"/>		<input type="text"/>
16.0 Currency <input type="text"/> CERTIFIED AMOUNT DUE FOR PAYMENT to the:			<input type="text"/>	<input type="text"/>
17.0 Contract sum execution (Security for construction - variable only)			(D8.0-A12.0x100)	<input type="text"/> %

Security status
 Mark each box as appropriate: ✓ or ✗ D17.0 < 50% D17.0 ≈50% Practical Completion Final Completion

Signature _____ Date:

Signed by the principal agent who, as agent for the employer, certifies that the positive or negative amount stated in D16.0 is due and payable by the date stated [C/D], irrespective of the date of signature of this payment certificate

Name and address of the principal agent's practice: _____

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(20)