

SASOL PIET RETIEF

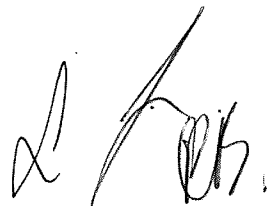
## LEASE AGREEMENT

between

**CLIFTON DUNES INVESTMENTS 10 PROPRIETARY LIMITED**


and

**SASOL OIL PROPRIETARY LIMITED**

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## TABLE OF CONTENTS

1	PARTIES.....	3
2	DEFINITIONS AND INTERPRETATION.....	3
3	INTRODUCTION.....	9
4	CONDITIONS PRECEDENT.....	9
5	LEASE.....	9
6	DURATION.....	9
7	OCCUPATION OF THE PREMISES.....	9
8	MONTHLY RENTAL PAYABLE.....	10
9	PAYMENT OF RENTAL.....	11
10	BANK FINANCE.....	12
11	REGISTRATION OF LEASE AND LESSEE SECURITIES.....	13
12	MUNICIPAL AND OTHER CHARGES PAYABLE BY THE LESSEE.....	13
13	LICENCES, CONSENTS AND PERMITS.....	14
14	INSURANCE.....	15
15	LESSEE'S GENERAL OBLIGATIONS.....	15
16	WAIVER OF LESSOR'S HYPOTHEC.....	16
17	SIGNAGE AND ADVERTISING.....	16
18	MAINTENANCE OF THE PROPERTY.....	16
19	ALTERATIONS AND ADDITIONS.....	16
20	LESSEE SPECIFIC INSTALLATIONS.....	17
21	STRUCTURAL DEFECTS.....	17
22	ACCESS BY LESSOR AND REFURBISHMENT.....	18
23	SUB-LETTING.....	18
24	BREACH OF LEASE.....	19
25	DAMAGE OR DESTRUCTION.....	20
26	APPLICATIONS.....	21
27	RIGHT TO REMEDY A PARTY'S BREACH.....	21
28	FRANCHISE.....	21
29	GENERAL WARRANTIES.....	21
30	SUPPORT.....	22
31	SAFETY, HEALTH AND ENVIRONMENT.....	22



32 DISPUTE RESOLUTION ..... 23

33 NOTICES AND DOMICILIA ..... 25

34 BENEFIT OF THE AGREEMENT ..... 27

35 APPLICABLE LAW AND JURISDICTION ..... 27

36 GENERAL ..... 27

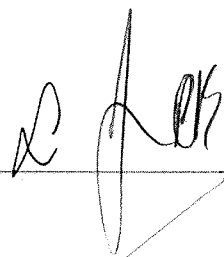
37 FORCE MAJEURE ..... 32

38 COSTS ..... 34

39 SIGNATURE ..... 34

**ANNEXURES**

- ANNEXURE "1": RECIPIENT-CREATED TAX INVOICE, CREDIT AND DEBIT NOTE AGREEMENT**
- ANNEXURE "2" RESOLUTION OF THE LESSOR**
- ANNEXURE "3" AERIEL PHOTO**



## 1 PARTIES

1.1 The Parties to this Agreement are –

1.1.1 Clifton Dunes Investments 10 Proprietary Limited; and

1.1.2 Sasol Oil Proprietary Limited.

1.2 The Parties agree as set out below.

## 2 DEFINITIONS AND INTERPRETATION

2.1 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 –

2.1.1 "**AFSA**" means the Arbitration Foundation of Southern Africa;

2.1.2 "**AFSA Rules**" means AFSA's Rules for Commercial Arbitrations (as amended from time time);

2.1.3 "**Agreement**" or "**Lease**" means the lease agreement contained in this document, including all annexures hereto;

2.1.4 "**Anti-Corruption Laws**" means

2.1.4.1 the South African Prevention and Combatting of Corrupt Activities Act (2004); and

2.1.4.2 any other applicable South African law which prohibits the offering of any gift, payment or other benefit to any Person or any officer, employee, agent or advisor of such Person to inappropriately influence acts or decisions;

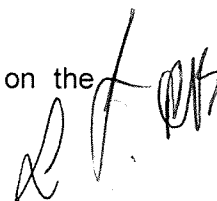
2.1.5 "**Bank**" means a registered financial institution granting the Bank loan to the Lessor;

2.1.6 "**Bank Bond**" means a first mortgage bond to be registered by the Lessor in favour of the Bank over the Property as security for the Bank loan;

2.1.7 "**Business**" means the businesses (or any of them) of an automotive fuel filling station and retail store and related retail activities incidental and ancillary thereto within the scope of the land use rights on the Property, approved by the Lessor in writing, which approval may not be unreasonably withheld;

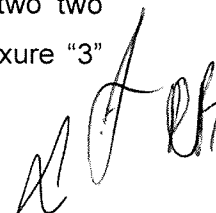
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- 2.1.8 "**Business Hours**" means the hours between 08h30 and 17h00 on any Business Day. Any reference to time will be based upon South African Standard Time;
- 2.1.9 "**Calendar Day(s)**" means the days making up a calendar month including weekends and public holidays;
- 2.1.10 "**Confidential Information**" means:
- 2.1.10.1 the details of this Agreement, the details of the negotiations leading to this Agreement and the information handed over to such Party during the course of negotiations, as well as the details of all transactions or agreements contemplated in this Agreement; and
- 2.1.10.2 all information relating to the business or the operations and affairs of the other Party;
- 2.1.1 "**Days**" means Calendar Days unless qualified by the word "business", in which instance a "**Business Day**" will 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;
- 2.1.2 "**Develop**" means all steps necessary to construct the Improvements on the Property and "**Development**" will have a similar meaning;
- 2.1.3 "**Dispute**" means any dispute or difference of whatever nature between the Parties arising out of, in connection with or in relation to this Agreement, including, any dispute in relation to its existence, interpretation, validity, breach or termination or any consequence of a breach or termination of this Agreement;
- 2.1.4 "**Effective Date**" means 1 January 2020;
- 2.1.5 "**Environment**" means Environment as defined in section 1 of the National Environmental Management Act, 107 of 1998;
- 2.1.6 "**Environmental Impact Assessment**" means an assessment undertaken in terms of the SHE Laws;
- 2.1.7 "**Improvements**" means the automotive fuel filling station and retail store erected on the Premises;
- 2.1.8 "**Lease Period**" means the period of 10 (ten) years commencing on the

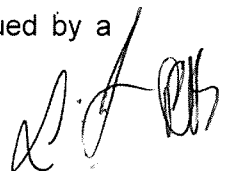


Effective Date;

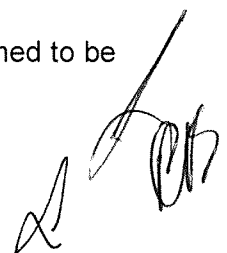
- 2.1.9 "**Lessee**" means Sasol Oil Proprietary Limited, registration number 1981/007622/07, a limited liability private company duly incorporated in the Republic of South Africa;
- 2.1.10 "**Lessee Securities**" means the notarial registered Lease and a restraint servitude over the Property referred to in clause 11;
- 2.1.11 "**Lessee's Specific Installation**" means those additional items inherent to the Lessee's Business comprising the necessary petrol and diesel dispensing equipment, related control devices, petrol and diesel tanks, submersible pumps and pump islands for the storage and dispensing of automotive fuels and such signs, devices, other advertising materials and notices, along with shop-fittings, refrigeration and related control devices for the retail store, the compressor, ATG, air hoses and air gauges and signage;
- 2.1.12 "**Lessor**" means Clifton Dunes Investments 10 Proprietary Limited registration number 2016/528781/07, a limited liability private company duly incorporated in the Republic of South Africa herein represented by Johannes Theodorus Loubser he being duly authorised hereto by virtue of the Company resolution attached hereto marked Annexure "5";
- 2.1.13 "**Monthly Rental**" means the amount as reflected at clause 8;
- 2.1.14 "**Parties**" means the Lessor and the Lessee and "**Party**" will mean either one of them;
- 2.1.15 "**Person**" means any natural person and any entity with legal personality (including any company, partnership, association, joint stock company, limited liability, joint venture (incorporated or unincorporated organisation or authority, or agency or sub-division thereof);
- 2.1.16 "**Permitted Use**" means the use of the Property for purpose of an automotive fuel filling station, retail store and related retail activities incidental and ancillary thereto within the scope of the land use rights on the property, approved by the Lessor in writing, which approval may not be unreasonably withheld;
- 2.1.17 "**Premises**" means a portion of the Property demarcated by the figures "ABCDEFGHIJA" measuring approximately 1,2234HA (one comma two two three four Hectares), as shown on the attached aerial photo in Annexure "3" which will be conveyed as a diagram after Signature Date;



- 2.1.18 "**Property**" means Erf 1 Thandekile Township, Mpumalanga Province, measuring 1,2334HA (one comma two three three four Hectares);
- 2.1.19 "**Public Official**" means a person who performs a public function;
- 2.1.20 "**Relevant Authorities**" means any relevant authority whose approval, consent or permission is required, including any organ of state defined in the Public Finance Management Act 1999, any ministry, department, agency, authority, organ or body of government at any level of government and any other public authority, body, entity or Person having jurisdiction under the laws of South Africa over the Parties, the Property or the Improvements to be constructed;
- 2.1.21 "**Retail Store**" means a shop (by whatever name it may be called, including by way of example, but not limited to and whether or not similar to, a convenience store, a quick shop or a retail store) or similar facility on the Premises, retailing general goods and merchandise, including by way of example, but not limited to, and whether or not similar to, confectionary, beverages, "take away" meals, household items, newspapers and magazines;
- 2.1.22 "**Sanctions**" means trade, economic or financial sanctions provisions, laws, regulations, embargoes or restrictive measures imposed, administered or enforced from time to time by a Sanctions Authority;
- 2.1.23 "**Sanctions Authority**" means:
- 2.1.23.1 the United Nations;
- 2.1.23.2 the European Union;
- 2.1.23.3 the Government of the United States of America;
- 2.1.23.4 the Government of the United Kingdom and;
- 2.1.23.5 and any of their governmental authorities;
- 2.1.24 "**Sanctioned Country**" means a country or territory which is, or whose government is, subject to comprehensive (broad-based and geographically oriented) Sanctions (currently Iran, Cuba, Syria, Sudan and North Korea);
- 2.1.25 "**Sanctioned Entity**" means:
- 2.1.25.1 a person, entity, country or territory which is listed on a list issued by a Sanctions Authority or is otherwise subject to Sanctions;

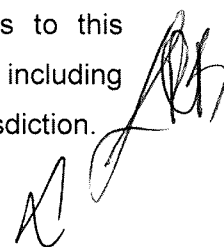


- 2.1.25.2 a person which is ordinarily resident in a Sanctioned Country;
- 2.1.25.3 an entity that located or incorporated in a Sanctioned Country; and/or
- 2.1.25.4 an entity that is owned or controlled by a Sanctioned Entity;
- 2.1.25.5 "**SHE Laws**" includes all Applicable Laws, statutes, ordinances, by-laws, rules, regulations, codes, orders, directives, compliance notices, judicial precedents, Authorisations and standards regarding (i) the protection of the Environment; or (ii) the promotion of, or prevention of harm to health or well-being including, but not limited to, health and safety of any Party, the prevention of pollution and ecological degradation, the promotion of conservation and ecologically sustainable development in respect of the Environment and/or Party/ies;
- 2.1.26 "**Signature Date**" means the date of signature of this Lease by the party last signing;
- 2.1.27 "**Termination Date**" means 31 December 2030;
- 2.1.28 "**VAT**" means Value-Added Tax charged in terms of the provisions of the VAT Act; and
- 2.1.29 "**VAT Act**" means of the Value Added Tax Act, No 89 of 1991; and
- 2.2 In this Agreement -
- 2.2.1 clause headings and the heading of the Agreement are for convenience only and are not to be used in its interpretation;
- 2.2.2 an expression which denotes -
- 2.2.2.1 any gender includes the other genders;
- 2.2.2.2 a natural person includes a juristic person and *vice versa*;
- 2.2.2.3 the singular includes the plural and *vice versa*;
- 2.2.2.4 a Party includes a reference to that Party's successors in title and assigns allowed at law; and
- 2.2.2.5 a reference to a consecutive series of two or more clauses is deemed to be inclusive of both the first and last-mentioned clauses.





- 2.3 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 will not be construed as limiting the meaning of the general wording preceding it.
- 2.4 Any substantive provision, conferring rights or imposing obligations on a Party and appearing in any of the definitions in this clause 2 or elsewhere in this Agreement, will be given effect to as if it were a substantive provision in the body of the Agreement.
- 2.5 Words and expressions defined in any clause will, 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.
- 2.6 Unless otherwise provided, defined terms appearing in this Agreement in title case will be given their meaning as defined, while the same terms appearing in lower case will be interpreted in accordance with their plain English meaning.
- 2.7 A reference to any statutory enactment will be construed as a reference to that enactment as at the Signature Date and as amended or substituted from time to time.
- 2.8 Unless specifically otherwise provided, any number of days prescribed will 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.
- 2.9 If the due date for performance of any obligation in terms of this Agreement is a day which is not a Business Day then (unless otherwise stipulated) the due date for performance of the relevant obligation will be the immediately preceding Business Day.
- 2.10 Where figures are referred to in numerals and in words, and there is any conflict between the two, the words will prevail, unless the context indicates a contrary intention.
- 2.11 The rule of construction that this Agreement will be interpreted against the Party responsible for the drafting of this Agreement, will not apply.
- 2.12 The use of any expression in this Agreement covering a process available under South African law, such as winding-up, will, if either 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 other jurisdiction.

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- 2.13 Any reference in this Agreement to "**this Agreement**" or any other agreement or document will 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.
- 2.14 In this Agreement the words "**clause**" or "**clauses**" and "**annexure**" or "**annexures**" refer to clauses of and annexures to this Agreement.

### 3 INTRODUCTION

- 3.1 The Lessor is the owner of the Premises and has agreed to let the Premises together with the Improvements thereon to the Lessee.
- 3.2 The Parties wish to record in writing their agreement in respect of the above and matters ancillary thereto.

### 4 CONDITIONS PRECEDENT

- 4.1 Save for clauses 1 to 4, and clauses 32 to 39 all of which will become effective immediately, this Agreement is subject to the fulfilment of the Conditions Precedent that by no later than 30 December 2020 the Property Development Committee of the Lessee approves the Agreement.
- 4.2 It is recorded that the approval of the Property Development committee was obtained by the Lessee.

### 5 LEASE

The Lessor hereby lets to the Lessee the Premises and the Lessee hereby hires the Premises from the Lessor.

### 6 DURATION

This Agreement will commence on the Effective Date and will terminate on the Termination Date.

### 7 OCCUPATION OF THE PREMISES

- 7.1 It is recorded that the Lessee is already in occupation of the Premises and will continue to use the Premises:

7.1.1 for the Permitted Use; and

7.1.2 in accordance with the terms and conditions of this Agreement.

7.2 The Lessor will be entitled to enter into agreements directly with financial institutions for existing and / or additional, auto teller machines ("ATMs") to be installed and / or maintained on the Premises and to collect any rental or other income in relation to such ATMs directly from the financial institutions involved for its own account. In this respect the Lessor shall be entitled through the financial institutions concerned to install ATMs and to have all reasonable access to such machines either directly or through the financial institutions. No provision of this lease or law applicable to the landlord tenant relationship shall detract from the Lessor's ability to have ATMs installed and operated on the Premises. The Lessor will not be entitled to operate or develop any ancillary Businesses on the Premises and the Lessee will be entitled to the exclusive use and occupation of the Premises.

## 8 MONTHLY RENTAL PAYABLE

8.1 From 1 November 2020, the Lessee will pay the Lessor an amount of R307 758 (Three Hundred and Seven Thousand Seven Hundred and Fifty-eight Rand) (exclusive of VAT) per month ("Monthly Rental") escalating annually at 6% on the anniversary of the Effective Date in respect of its occupation and use of the Premises.

8.2 For the arrear rental, for the period of 1 January 2020 to 31 October 2020 the Lessee will make payment to the Lessor an amount of R47 960 (Forty--seven Thousand Nine Hundred and Sixty Rand) per month, which amount is expressed exclusive of value added tax, which shall be added, for a period of 60 (sixty) months..

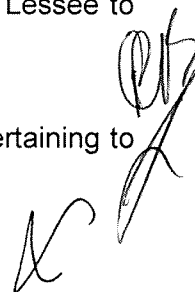
8.3 The Lessor will be entitled to cede its rights under this Lease, in whole or in part, to the Bank as part of its commitment to repay the Bank loan or in reduction of the Bank loan.

8.4 It is recorded and agreed that:

8.4.1 as at the Signature Date, the petroleum industry is subject to regulated prices for petroleum products through statutory governmental control;

8.4.2 the amendment of any laws or regulations pertaining to the petroleum industry subsequent to the date hereof might render it uneconomical for the Lessee to continue paying the Monthly Rentals;

8.4.3 should there be any amendment of any of the laws or regulations pertaining to

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the petroleum industry subsequent to the Signature Date, but during the Initial Period, so as to render it uneconomical for Lessee to continue paying the Monthly Rentals, then the Parties will renegotiate the rentals to the satisfaction of both Parties.

8.5 Clause 8.4 will only be effective after five years from the Effective Date.

## 9 PAYMENT OF RENTAL

9.1 The payment of the first Monthly Rental, together with all the arrears, will be made within 14 (fourteen) Days after Signature Date, provided that the Lessor has furnished the Lessee with all the required documents to enable the Lessee to make such payment.

9.2 All subsequent rentals will -

9.2.1 be paid monthly in advance by the seventh Day of each and every month, and in the event of such Day being a non-business day then on the next succeeding Business Day; and

9.2.2 be paid into a Bank account as stipulated by the Lessor from time to time.

9.3 The VAT payable on the Monthly Rental will be payable simultaneously with the payment of the Monthly Rental to which the VAT relates.

9.4 It is recorded and agreed that in order to process payment of the Monthly Rental, the Lessor will provide to the Lessee the following documents:

9.4.1 The Lessor's company registration documents reflecting the directors;

9.4.2 Copy of Identity documents of the directors;

9.4.3 Proof of VAT number (certified copy);

9.4.4 Proof of Tax number;

9.4.5 Confirmation of banking details from the bank;

9.4.6 On the Lessor's letterhead:

9.4.6.1 the postal and physical address; and

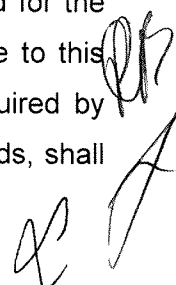
9.4.6.2 Contact details.

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- 9.5 In order to facilitate payment of the Monthly Rental and VAT and to alleviate the administration problems faced by the Lessee, the Lessee may elect to take control of the tax invoice process by implementing a "self-invoicing system", subject to the requirements of implementing a "self-invoicing system" as contained in Interpretation Note 83 read with Binding General Ruling (VAT) 27 issued by the South African Revenue Services ("**SARS**") are complied with. In order to implement a "self-invoicing system", the Lessor agrees to enter into a Recipient-Created Tax Invoice, Credit and Debit Note Agreement substantially in accordance with the draft agreement attached hereto marked **Annexure "3"** as amended from time to time to comply with SARS' requirements.
- 9.6 All Monthly Rentals, VAT and other amounts payable by the Lessee in terms of this Agreement will be made without demand and free of exchange.
- 9.7 Any overpayment made by the Lessee to the Lessor in relation to the Monthly Rental or any other amount due to the Lessee in terms of this Lease, will be refunded by the Lessor to the Lessee, failing which the overpayment may be deducted by the Lessee from the Monthly Rental or other amounts due by the Lessee to the Lessor under this Agreement.
- 9.8 It is recorded that this Agreement complies with the Commissioner's direction under section 20(7) or 21(5), of the VAT Act 89 of 1991.

## 10 **BANK FINANCE**

- 10.1 The Lessor will be entitled to cause a first covering mortgage bond (defined herein as "Bank Bond") to be registered over the Property to secure a finance facility to be used in part to fund the refurbishment of the Premises, but also for a number of other purposes immaterial to this Lease. The cover limit to be inserted in the Bank Bond will not be greater than the maximum debt to value ratio applied generally by the Bank at the time of approval of the said finance facility.
- 10.2 The Bank Bond will rank prior to the Lease which will be registered in terms of clause 11 below.
- 10.3 The Lessee shall provide the conveyancers attending to the registration of the Bank Bond with any formal consent or waivers of preference, as may be required by such conveyances, for the purposes of registering the Bank Bond and for the purposes of the Bank Bond being registered so as to rank in preference to this Lease. This may include a notarial deed of waiver of preference, if required by such conveyancers. The relevant consents, waivers of preference, or deeds, shall



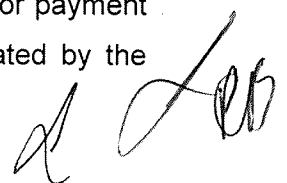
be in the form prepared by such conveyancers, at the cost of the Lessor, to the reasonable satisfaction of the Lessee and executed without delay by the Lessee.

## 11 REGISTRATION OF LEASE AND LESSEE SECURITIES

- 11.1 The Lessee is entitled to procure, at its cost, notarial registration of this Lease and registration of a restraint servitude over the Premises in favour of the Lessee for the period that this lease remains in force.
- 11.2 The servitude shall be in such form and subject to such reasonable amendments as the Lessor may approve in writing.
- 11.3 The Lessor will sign all documents to effect such registrations without any delay.

## 12 MUNICIPAL AND OTHER CHARGES PAYABLE BY THE LESSEE

- 12.1 In addition to the Monthly Rental, the Lessee will be liable for its pro rata share of all charges against or incurred in respect of the Premises in relation to the Property, levied by any third party or lawful authority as at or subsequent to the Effective Date and will pay such amounts direct to the supplier on the rendering by the Lessor of the relevant invoice/s in respect of the said outgoings, which will include but not be limited to –
- 12.1.1 municipal assessment rates and taxes levied in respect of the Premises, including any increases therein;
- 12.1.2 its pro rata share of the municipal and local authority actual charges in respect of electricity, water, sewerage and sanitation services provided to the Premises;
- 12.1.3 its pro rata share of any charges or amounts levied by or payable to the municipality or to any other competent authority in respect of drainage purification or treatment or removal of effluent or waste water from the Premises, rubbish removal charges and/or any special refuse removal charges levied by or payable to the municipality or to any other competent authority, firefighting equipment or any other utility, service or encroachment charges which may be levied on the Premises by the municipality or any other competent authority.
- 12.2 The Lessee will, to the extent reasonably practicable and if so required by the Lessor, enter into direct arrangements with the authorities concerned for payment of the amounts levied or to be levied by that authority as contemplated by the



provisions of this clause 14, and for which Lessee is responsible in terms of this Lease. A party responsible for any amount levied by that authority as contemplated in the foregoing provisions of this clause 12 and paid by the other Party will on demand reimburse the other Party for that amount.

12.3 The Lessee will, on request from the Lessor and within 14 days of such request, provide to the Lessor with proof that the municipal account is up to date.

12.4 Notwithstanding anything to the contrary contained in this Agreement-

12.4.1 the Lessor will not be entitled to place the Lessee in breach due to non-compliance by the Lessee with its obligations relating to payments due for authorities charges, if such failure is due to circumstances beyond the control of the Lessee. The Lessee must show that the circumstances are beyond its control to the reasonable satisfaction of the Lessor.

12.4.2 all requests for payment by the Lessee will be accompanied by copies of invoices from the municipality or relevant authorities;

12.4.3 the Lessor will not be entitled to charge the Lessee any interest on late payments, in the event of the invoices not being received timeously by the Lessee or if the Lessee makes payment to the Lessor or its duly nominated agent and the Lessor and/or the agent fails to make payment to the relevant authority timeously;

12.4.4 if an agent is nominated by the Lessor to attend to arrangements relating to payments to the relevant authorities, an original letter from the Lessor on its letterhead must be delivered to the Lessee confirming the appointment of such agent and setting out all relevant details, all to the satisfaction of Lessee.

### 13 LICENCES, CONSENTS AND PERMITS

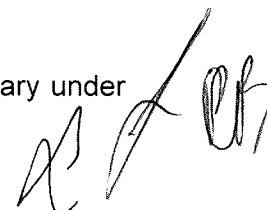
13.1 It is recorded that as at Effective Date, all licenses, consents and permits to conduct the Business at the Premises are in place.

13.2 The Lessor warrants that on the Effective Date:

13.2.1 that the Premises may lawfully be used to for the Permitted Use;

13.2.2 the Premises will comply with all regulations or requirements of any Relevant Authority applicable to the Permitted Use.

13.3 If at any time after the commencement of this Lease it becomes necessary under



any law, by-law or regulations having the force of law to make any alterations to the Premises to enable the Lessee to use the Premises for its Business, or in the event of any authority having jurisdiction over the Premises requiring any alterations thereto for any reason, the Lessee will effect those alterations at its cost.

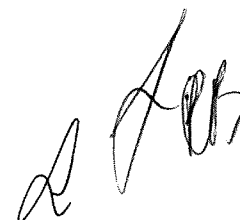
#### 14 **INSURANCE**

- 14.1 From the Effective Date, the Lessee will continue to insure and keep insured the Premises for the full replacement value thereof against the risks of loss or damage by fire, storm, rain, hail, explosion, earthquake, riot, strike, malicious or accidental damage, land-slip and subsidence and such other risks as it may from time to time determine including SASRIA. The Lessee will procure that the Bank's interest is noted against the insurance policy should the Bank request the Lessee in writing to do so. The replacement value contemplated above will include the building with its equipment including but not limited to the pumps, tanks and the Lessee's Specific Installations.

#### 15 **LESSEE'S GENERAL OBLIGATIONS**

The Lessee will –

- 15.1 not use the Premises for any purpose other than the Permitted Use without the prior written consent of the Lessor, which will not be unreasonably withheld;
- 15.2 abide by and comply with such governmental, provincial, municipal or other laws, ordinances, regulations or by-laws as may be applicable or become applicable to the Premises;
- 15.3 be liable for damage caused to the Premises by the Lessee, its customers, agents, servants, guests, contractors or other persons coming onto the Premises, and at the Lessee's own cost and expense make good any damage which may be so caused to the Premises;
- 15.4 maintain the good appearance of any advertising sign and keep that sign in proper working order;
- 15.5 not contravene or permit the contravention of any of the conditions of title under which the Premises is held by the Lessor or any of the provisions of the town-planning schemes applicable to the Premises;
- 15.6 maintain adequate public liability insurance; and





15.7 comply with all the conditions laid down in SHE Laws.

## 16 WAIVER OF LESSOR'S HYPOTHEC

The Lessor hereby renounce any Lessor's hypothec that may be in force over the Lessee Specific Installations.

## 17 SIGNAGE AND ADVERTISING

17.1 The Lessee will be entitled to paint, affix or attach to the Premises or any part of the building, windows, doors or roof or anywhere on the Premises any advertising signs or other matter, awning, or canopy or any other thing of any kind without the Lessor's prior written consent.

17.2 On termination of this Lease, the Lessee will be obliged to remove any advertising signs and to reinstate the Premises to the condition in which they were before such advertising signs were installed, fair wear and tear excepted.

## 18 MAINTENANCE OF THE PREMISES

18.1 The Lessee will maintain the Premises and upon expiry of the Lease deliver the Premises to the Lessor in good order and condition, fair wear and tear excepted.

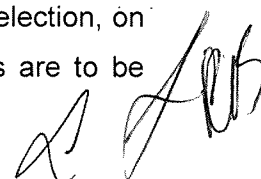
18.2 The Parties will jointly inspect the Premises bi-annually to ensure that the property is maintained adequately. Should there be maintenance elements that need to be attended to, fair wear and tear excepted, same shall be attended to by the Lessee prior to the next inspection.

18.3 A breach of this clause 18 will entitle the Lessor to invoke the breach clause in terms of this Agreement and the Lessee will be afforded 30 (thirty) days within which to remedy the breach.

## 19 ALTERATIONS AND ADDITIONS

19.1 Either Party will be entitled to make alterations or additions to the Premises without the written consent of the other if such alterations or additions are required by a Relevant Authority for the grant or renewal of any licenses required to conduct the Business. Save as otherwise provided for in this Lease, the Lessee will not effect any alterations or additions to the Premises without the prior written consent of the Lessor, which consent will not be unreasonably withheld or delayed.

19.2 If the Lessee makes any alterations or additions, the Lessee will, at its election, on the expiry of this Lease, remove them. If the alterations or additions are to be

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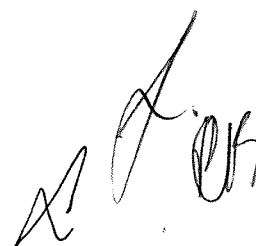
removed, the Premises will be reinstated by the Lessee to the condition in which they were before the alterations or additions were effected, fair wear and tear excepted.

## 20 LESSEE SPECIFIC INSTALLATIONS

- 20.1 It is recorded that the Lessee has installed on the Premises the Lessee's Specific Installations. Notwithstanding the method of installation, the Lessee's Specific Installations will remain the property of the Lessee and the Lessor will advise the holder of the Bank Bond and all interested third parties of the Lessee's ownership thereof.
- 20.2 At the termination or expiry of this Lease, the Lessee will appoint an independent consultant to determine whether the pumps and tanks comply with the Lessee's standards which meet the requirements of good Industry practice and specifications for environmental protection.
- 20.3 If the Lessee's pumps and tanks comply with the Lessee's standards which meet the requirements of good Industry practice and specifications for environmental protection, the Lessee will offer them to the Lessor for sale at a nominal value to be agreed to between the Parties, failing agreement, the Lessee will remove the Lessee Specific Installations from the Premises, at the Lessee's own cost and restore the Premises to good order and condition, fair wear and tear excepted.
- 20.4 If the pumps and tanks do not comply with the Lessee's standards and/or meet the requirements of good Industry practice and specifications for environmental protection and there is contamination found on the Premises, the Lessee will remove the Lessee Specific Installations from the Premises at the Lessee's own cost and restore the Premises to good order and condition, fair wear and tear excepted. The removal of the pump and tank equipment should be coordinated between the parties to allow for an expeditious removal of the equipment.

## 21 STRUCTURAL DEFECTS

The Lessor will at its costs cause to be made good any structural defects in the Improvements or leakage in the roof of the Improvements or any failure of any waterproofing used in the Improvements provided that the structural defects in the Improvements or leakage are not caused by a failure of the Lessee to maintain the Improvements as envisaged in clause 15 of this Lease.

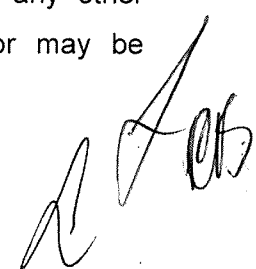


## 22 ACCESS BY LESSOR AND REFURBISHMENT

- 22.1 The Parties will, within 60 days from Signature Date, attend to the Premises and agree on a list of Improvements that need to be refurbished by the Lessor in accordance with the Lessee's specifications. The value of the refurbishment will not exceed the discounted value of the arrear rental being the Bond amount.
- 22.2 The Lessor will undertake the refurbishment of the items listed in accordance with clause 22.1 within a period of 18 months from the date of the such list.
- 22.3 The Lessee will not unreasonably refuse the Lessor access to the Premises, to inspect the Premises and to execute and carry out any repairs, structural alterations or structural additions or other necessary work in connection with the Premises which the Lessor may be obliged to carry out in terms of this Lease. The Lessor undertakes that it will not unduly or unreasonably interfere with the conduct of the Lessee's Business during the progress of such work.

## 23 SUB-LETTING

- 23.1 The Lessee will be entitled to sub-let the Premises without the Lessor's consent.
- 23.2 It is recorded that the Lessee has a franchisee already appointed in terms of a franchise agreement. The Lessee undertakes that any subsequent franchise agreements or sub-lease shall contain provisions to the following effect:
- 23.2.1 The basis upon which the Lessee may sublet the Premises is to the effect that the sub-tenant's rights remain in effect only while the Lease between the Lessor and the Lessee is in effect;
- 23.2.2 The sub-tenant has no right of occupation or right to the Premises once the lease between the Lessor and the Lessee no longer exists for any reason, even if it be early termination;
- 23.2.3 A clear term that the sub-tenant will vacate the property on termination of this Lease;
- 23.2.4 The sub-tenant agrees to sign promptly on request at least six months prior to the expiry of his sub-lease, or, in the event of the early termination of this lease, on demand by the Lessor, a surrender affidavit and any other document required in order to ensure that a new operator may be appointed by a subsequent lessee, or by the Lessor.

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- 23.3 The Lessee will be entitled to wholly or partly transfer, cede or delegate its rights and obligations in terms of this Lease to a related company within the Sasol Group with the prior written consent of the Lessor, which consent will not be unreasonably withheld, in such case the Lessee will continue to be liable to the Lessor as a surety and co-principal debtor of the transferee company and there will be no change in the corporate image of the Business. If the cession, transfer or delegation is not to a related company within the Sasol Group, then the Lessor has a right to refuse its consent.

## 24 BREACH OF LEASE

- 24.1 If the Lessee –

- 24.1.1 fails to pay an amount due in terms of this Lease on due date thereof or commits any other breach of the terms and conditions of this Lease and then fails to remedy such breach within a period of 30 (thirty) Days (or if the breach cannot be remedied with the aforesaid 30 (thirty) Days period then within such additional reasonable time as may in the circumstances be reasonable) after the receipt of a written notice by the Lessor to the Lessee calling on the Lessee to do so, then the Lessor will have the right, but will not be obliged, by written notice to the Lessee at its *domicilium citandi et executandi* –

- 24.1.1.1 to cancel the Lease and to resume possession of the Premises, but without prejudice to its claim for arrears of Monthly Rental and other amounts owing hereunder or for damages which it may have suffered by reason of the Lessee's breach of contract or of the premature cancellation; or

- 24.1.1.2 to enforce compliance by the Lessee of all of its obligations under this Lease, without prejudice to the rights to claim damages;

- 24.2 Provided that, the lease may not be cancelled prior to the fourth (4th) anniversary of the Effective Date in view of the bank loan to be obtained by the Lessor on the security of the lease. In the event of a breach by the Lessor during that period, the Lessee shall be limited to other remedies. In the event of the Lessor cancelling this Lease and the Lessee remaining in occupation of the Premises, the Lessee will, pending the determination of such Dispute by litigation or otherwise, continue to pay to the Lessor an amount equivalent to the Monthly Rental and other sums payable hereunder on the date or dates on which such Monthly Rental and other sums would have been due but for the cancellation, and the Lessor will be entitled to accept and recover such payments, and the acceptance thereof will be without

