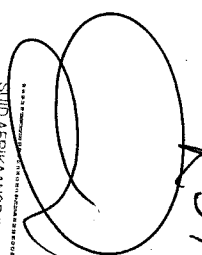


Stamp Duty

R341784.89

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SOUTH AFRICAN REVENUE SERVICES
KAAPSTAD / CAPE TOWN
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KAAPSTAD / CAPE TOWN

STAMP DUTY
CERTIFICATE IN TERMS OF PROVISION (9) TO SECTION 8
(1) OF ACT 177 OF 1968

I CERTIFY THAT STAMP DUTY AMOUNTING TO
R 341 784.89 HAS BEEN PAID ON THE
INSTRUMENT RECEIVED NO. OS1060269
DATED 2008/02/01

[Signature]
SOUTH AFRICAN REVENUE SERVICES

NOTARIAL DEED OF LEASE

Protocol No. 272

BE IT HEREBY MADE KNOWN:

THAT on this 29th day of October in the year Two Thousand and Seven, at Knysna, Western Cape Province, before me:

ANTHONY MORRIS-DAVIES

Notary Public by lawful authority duly sworn and admitted, practising at the place aforesaid and in the presence of subscribing competent witnesses, came and appeared:

RONELLE VAN WYK

in her capacity as the duly authorised attorney and agent of:

CORAL LAGOON INVESTMENTS 163 (PROPRIETARY) LIMITED

(Registration Number 2006/005917/07)

(hereinafter referred to as "the Lessor")

[Handwritten signatures]

she being duly authorised thereto under and by virtue of a resolution passed by the board of directors of the **Lessor** at Nelspruit on the 30th day of July 2007; and in her capacity as the duly authorised attorney and agent of:

ENGEN PETROLEUM LIMITED
(Registration Number 1989/003754/06)

(hereinafter referred to as "the **Lessee**")

she being duly authorised thereto under and by virtue of a special power of attorney granted to her at Parktown, Johannesburg, on the 28th day of September 2007 by Michael John Edwards, he being duly authorised thereto by virtue of a deed of delegation dated the 22nd day of January 2007, granted to him by Jayshree Barsha Tootla in her capacity as legal advisor of the **Lessee**, she in turn being duly authorised thereto by virtue of a resolution passed by the board of directors of the **Lessee** at Cape Town on 10th day of August 2004;

which said special power of attorney and certified copies of which said resolutions and delegation remain filed in my protocol.

AND THE SAID APPEARER DECLARED THAT:

Whereas the **Lessor** is the owner of the following immovable property:

Remainder Erf 34 Riverside Park Extension 4 Township
Registration Division J.T.: Mpumalanga Province;

In extent 3 762 (Three Thousand Seven Hundred and Sixty-Two) square metres;

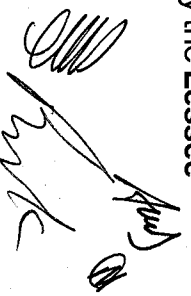
Held by Deed of Transfer No. T38930/2007;

(hereinafter referred to as "the **Property**") and which, together with all buildings and erections thereon or which might be constructed thereon (including all fixtures and fittings therein to the extent owned by the **Lessor**) is hereinafter called "the **Premises**" and is hereby let by the **Lessor** to the **Lessee** for the duration, at the rental, and otherwise on and subject to the following terms.

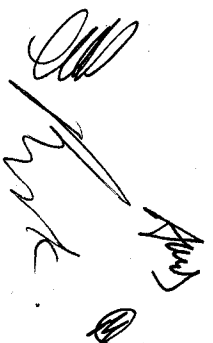
1. DEFINITIONS

1.1 In this deed, except to the extent to which the context may indicate a contrary intention, each of the following words and phrases shall have the meaning ascribed thereto below in this sub-clause 1.1:

(a) "**Accounting Month**" shall mean a period (corresponding substantially to a calendar month) designated by the **Lessee** as such in its business generally;

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- (b) "the **Act**" shall mean the Petroleum Products Act, No 120 of 1977 (as amended) inclusive of regulations promulgated thereunder, as in force from time to time;
- (c) "**Base Date**" shall mean the first day of the calendar month immediately following the latest of;
 - (i) the **Streaming Date**; or
 - (ii) the date of registration of this lease; or
 - (iii) the date upon which the **Development** is certified as practically complete;
 - (iv) provided that, in the event that the latest of the said dates is the first day of a calendar month, the **Base Date** shall be that day;
- (d) "**Business**" shall mean the business of an automotive fuel filling station, convenience store (inclusive of a Woolworth's "food store"), restaurant, "auto-teller", work shop and any other business activity which for the time being is conducted as ancillary to automotive fuel filling stations operated under the **Lessee's** brand;
- (e) "the **Controller**" shall mean the Controller of Petroleum Products under the **Act**;
- (f) "**Development**" shall mean buildings and other improvements to be erected on the **Premises** intended *inter alia* to serve as fuel filling station, convenience store and related facilities in accordance with the **Transaction Agreement**;
- (g) "**Final Date**" shall mean the day immediately prior to the 25th (twenty fifth) anniversary of the **Base Date**;
- (h) "**First Renewal Period**" shall mean a period commencing on the 10th (tenth) anniversary of the **Base Date** and continuing until the day immediately preceding the 15th (fifteenth) anniversary of the **Base Date**;
- (i) "**Initial Period**" shall mean a period commencing on the "**Conditional Fulfilment Date**" as defined in the **Transaction Agreement** and continuing until the day immediately preceding the 10th (tenth) anniversary of the **Base Date**;
- (j) "**Streaming Date**" shall mean the earlier of:

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(i) the day 14 days after the date of practical completion;
or
(ii) the day on which petrol, supplied by the Lessee to the Premises for resale thereat in the Business, is first sold to the public through pumps installed at the Premises by or on behalf of the Lessee.

(k) "Relevant Volume" in respect of any Accounting Month in relation to petrol or diesel fuel shall mean the quantity of the Lessee's brand of that fuel sold and delivered during that Accounting Month by the Lessee to the Business for resale to the public by the Business from the Premises;

(l) "Renewal Period(s)" shall mean the First, Second or Third Renewal Periods defined in this sub-clause 1.1 or any of them;

(m) "Rental Year" shall mean:

- (i) the period from the commencement of this lease under sub-clause 2.1 until the day immediately preceding the first anniversary of the Base Date; or
- (ii) any period of twelve consecutive calendar months beginning with the calendar month of which the first day is an anniversary of the Base Date.

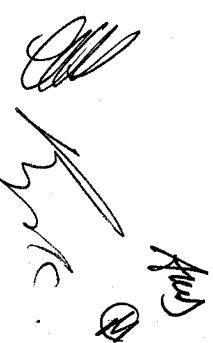
(n) "Retail Licence" shall mean the licence required by the Act to conduct on the Premises the business of a retailer of liquid petroleum fuels.

(o) "Remainder" shall mean that portion of the Property not constituting the Premises;

(p) "Second Renewal Period" shall mean a period commencing on the 15th (fifteenth) anniversary of the Base Date and continuing until the day immediately preceding the 20th (twentieth) anniversary of the Base Date;

(q) "Site Licence" shall mean the licence required by the Act pertaining to matters such as, the personal qualities of the Lessor as owner of the Premises, the condition of the Premises and the development and use of the Premises for the sale of liquid petroleum fuels in the retail trade;

(r) "Third Renewal Period" shall mean a period commencing on the 20th (twentieth) anniversary of the Base Date and continuing until the Final Date;

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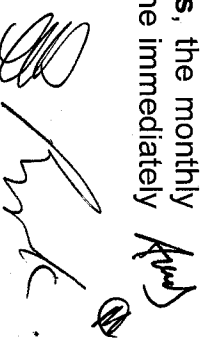
(s) "Transaction Agreement" shall mean the agreement, if any, to which the **Lessor** and the **Lessee** are parties, which provides for *inter alia* the conclusion of this lease and possibly for other matters pertinent to the relationship between the **Lessor** and the **Lessee** relative to the **Premises**.

2. DURATION OF TENANCY

- 2.1 This tenancy shall enter into force, or be deemed to have entered into force, on the "Conditional Fulfilment Date" as defined in the **Transaction Agreement** and subject to the other provisions of this deed and the provisions of law, shall continue until the end of the **Initial Period**.
- 2.2 The **Lessee** shall have the option to renew this lease for each of the **Renewal Periods** referred to in sub-clause 1.1. The renewal of this lease shall take place for each of the **Renewal Periods** automatically, that is to say, without the **Lessee** having to give any notice. The lease shall however not be renewed for any **Renewal Period** if the **Lessee** gives written notice to the **Lessor**, prior to the commencement of that **Renewal Period**, to the effect that the lease will not be renewed for that **Renewal Period**. If the lease is not renewed for any **Renewal Period**, it shall also not be renewed for subsequent **Renewal Periods** if any.

3. RENTAL

- 3.1 Subject to the remaining provisions of this clause 3, the rental payable by the **Lessee** to the **Lessor** with respect to the period from its entry into force under sub-clause 2.1 until the day immediately preceding the **Base Date**, notwithstanding the length of such period, shall be a sum of R1,00 (one rand) which shall be payable within 30 days of demand.
- 3.2 The monthly rental for the remainder of this lease shall consist of a fixed element and a volume related element. The fixed element is set out in clauses 3.3 to 3.8 whilst the volume related element is set out in clauses 3.9 to 3.11.
- 3.3 The monthly rental for in respect of each calendar month, or *pro rata* per part thereof, of the first **Rental Year**, as from the **Base Date**, shall be the sum of R77 920,00 (seventy seven thousand nine hundred and twenty Rand).
- 3.4 Subject to the provisions of sub-clauses 3.4 to 3.8, in respect of each of the second to the twentieth **Rental Years**, the monthly rental shall be the monthly rental effective during the immediately

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preceding **Rental Year** multiplied by a factor of 1.08 (one comma zero eight).

3.5 Notwithstanding the terms of sub-clause 3.3, the **Renewal Periods** shall, for the purposes of sub-clause 3.5, be divided into six periods of 30 successive calendar months each, (referred to herein as "**Rent Review Period(s)**") the first, third and fifth **Rent Review Periods** shall commence, respectively, on the 10th, 15th and 20th anniversaries of the **Base Date** and the second, fourth and sixth **Rent Review Periods** shall commence, respectively, 30 months after the 10th, 15th and 20th anniversaries of the **Base Date**. For the purposes of sub-clauses 3.5 and 3.6, the date 6 months prior to the commencement of each **Rent Review Period** is referred to herein as "**Rent Review Date**".

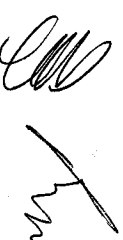

3.6 Notwithstanding anything to the contrary, if on any **Rent Review Date**, the weighted average consumer price index (ex) has increased by more than 2 percentage points, in the case of the first **Rent Review Date**, in relation to the level of the CPIX at the **Base Date**, or in the case of each of the other five **Rent Review Dates**, in relation to the previous **Rent Review Date**, the **Lessor** may notify the **Lessee** in writing of such fact and request a revised rental. In such request the **Lessor** shall specify the revised rental requested, the basis of escalation thereof and the basis for de-escalation thereof, in the event that the CPIX reduces. After receipt of such notice, the parties shall consult with a view to reaching agreement on an adjusted rental for the forthcoming **Rent Review Period**, and the basis of escalation and de-escalation thereof.

3.7 The intention of the provisions of clauses 3.4 to 3.7 is to provide for a situation where excessive inflation is experienced, however, the primary fixed rental shall remain as stated in sub-clause 3.3 thus in the event of deflation, provision shall be made for the de-escalation of rentals so as to ultimately revert to the basis set out in sub-clause 3.3 should the CPIX revert to its original level.

3.8 Should the parties be unable to reach agreement, the **Lessor** may on written notice to the **Lessee** terminate this lease.

3.9 For ease of reference, the monthly rental for each of the **Rental Years** of this lease, is set out in the following table, assuming no increases in the CPIX take place:

RENTAL YEAR	ESCALATION RATE	MONTHLY RENTAL IN RANDS
Commencement to Base Date		(for full period) R1,00
1		77 920,00
2	8%	84 153,60
3	8%	90 885,89

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RENTAL YEAR	ESCALATION RATE	MONTHLY RENTAL IN RANDS
4	8%	98 156,76
5	8%	106 009,30
6	8%	114 490,04
7	8%	123 649,25
8	8%	133 541,19
9	8%	144 224,48
10	8%	155 762,44
11	8%	168 223,44
12	8%	181 681,31
13	8%	196 215,82
14	8%	211 913,08
15	8%	228 866,13
16	8%	247 175,42
17	8%	266 949,45
18	8%	288 305,41
19	8%	311 369,84
20	8%	336 279,43
21	8%	363 181,78
22	8%	392 236,32
23	8%	423 615,23
24	8%	457 504,45
25	8%	494 104,80

3.10 In respect of each **Accounting Month** during the currency of this lease the **Lessee** shall pay to the **Lessor** a "volume related rental" per litre of the **Relevant Volume** in respect of petrol and diesel fuel for the **Accounting Month** in question which shall be 2,5c (two comma five cents) during the first **Rental Year** and shall escalate by 8% compounded for each **Rental Year** thereafter, corrected to four decimal places; thus, for example, in the second **Rental Year** the amount per litre shall be 2,7 cents and in the third **Rental Year**, 2,916 cents.

3.11 In respect of each **Accounting Month**, during the currency of this lease, in respect of which the **Relevant Volume** for petrol only exceeds a quantity of 300 000 (three hundred thousand litres) but not 400 000 (four hundred thousand litres) the **Lessee** shall pay to the **Lessor** an additional "volume related rental" equivalent to 5 (five) cents per litre on petrol on the number of litres whereby the **Relevant Volume** for petrol exceeds 300 000 (three hundred thousand litres). Such sum shall not escalate. Thus if, in any **Accounting Month** the **Relevant Volume** for petrol is 320 000 litres, the additional volume related rental shall be R1 000,00 (i.e. 20 000 multiplied by R0,05).

3.12 In respect of each **Accounting Month**, during the currency of the lease, in respect of which the **Relevant Volume** for petrol only

exceeds a quantity of 400 000 (four hundred thousand litres) the **Lessee** shall pay to the **Lessor** an additional "volume related rental" equivalent to 3 cents per litre on the number of litres whereby the **Relevant Volume** exceeds 400 000 (four hundred thousand litres).

Such sum shall not escalate. Thus if, in any **Accounting Month** the **Relevant Volume** for petrol is 480 000 litres, the additional volume related rental shall be R11 400,00 (i.e. 100 000 litres multiplied by R0,05 = R5 000,00 plus 80 000 litres multiplied by R0,08 = R6 400,00).

3.13 Rentals payable in terms of sub-clauses 3.3 to 3.8 shall be payable monthly in advance and rentals payable in terms of sub-clauses 3.9,

3.10 and 3.11 shall be payable by the 7th business day of the following month.

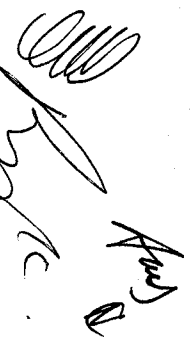
4. PAYMENT OF RENTAL

Subject to the provisions of sub-clause 20.3, all rental payable by the **Lessee** to the **Lessor** shall be paid by transfer to, or deposit into, the **Lessor's** current banking account, in the name of the **Lessor**, at such bank in South Africa as the **Lessor** may appoint from time to time by written notice to the **Lessee**. In the absence of the **Lessor** having notified the **Lessee** of any such banking account in writing, the **Lessee** may retain such rental and shall not be obliged to pay or tender the same and shall not thereby be considered to be in breach of its obligation to pay that rental. Any such rental retained shall be paid in the above manner once the **Lessee** has been provided with full written details of the relevant banking account.

5. TAXES ON RENTAL

5.1 All rentals and other payments of every nature intended to be paid by one party to the other under this lease are expressed as excluding value-added tax and any tax which may hereafter be imposed thereon, save for income tax. Subject to the provisions of sub-clause 5.2, to the extent the payee of such rentals and other payments (in this clause 5 referred to as "the **Creditor**") is obliged to account to the South African Revenue Services for any value-added tax or other such tax in respect thereof, the party liable for such rental or other payment (in this clause 5 referred to as "the **Debtor**") shall pay the **Creditor** the amount of such tax in addition to such rental or other payment.

5.2 No liability on the part of the Debtor shall arise under sub-clause 5.1 in respect of tax claimed by the **Creditor** unless there shall have been delivered to the **Debtor** prior to the due date for such rental or other payment:

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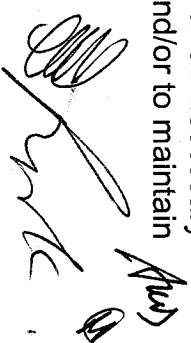
- (a) documentary evidence, in substance and in form to the **Debtor's** reasonable satisfaction, that the **Creditor** is obliged to account for such tax; and
- (b) a proper tax invoice for the value-added-tax claimed complying with the requirements of the Value-Added Tax Act, 1991 or such voucher in substantiation of any other tax as may be applicable under the relevant legislation.

6. AUTHORITIES' CHARGES WITH RESPECT TO THE PREMISES

- 6.1 The **Lessee** shall be solely responsible for all assessment rates and taxes levied on the **Premises** and/or the improvements thereon and/or the occupation or use thereof, inclusive of licence fees payable in respect of the **Premises**, as from the **Base Date**. The rates and taxes payable on the **Property** shall be apportioned between the **Premises** and the **Remainder** on a fair and reasonable basis. Should the parties be unable to agree on such apportionment it shall be determined by arbitration under clause 23. The **Lessor** shall be responsible for that portion of the rates and taxes applicable to the **Remainder**.
- 6.2 The **Lessee** shall be solely responsible for all water, electric current, gas, sanitary, sewerage and refuse removal and other similar charges as may from time to time be levied by any competent authority in respect of services provided to the **Premises**.
- 6.3 The **Lessee** shall, to the extent reasonably practicable and so required by the **Lessor**, enter into direct arrangements with the authority concerned for payment of any amounts levied or to be levied by that authority as contemplated in the provisions of sub-clause 6.2.
- 6.4 Should the **Lessee**, at its cost, seek to oppose or object to any valuation of the **Premises**, or the **Property**, or any other factor on which rates and taxes are assessed, the **Lessor** shall provide all reasonable assistance with respect thereto. Without limiting the generality hereof, the **Lessor** shall permit objections and applications reasonably necessary for the same to be launched in its name and shall execute all relevant documents and provide the **Lessee** with such information as may be reasonably necessary for the purpose of such proceedings.

7. LICENSING AND COMPLIANCE WITH LAW

- 7.1 Subject to the provisions of this clause 7, the **Lessor** shall be responsible for the preparation and prosecution of all necessary applications under the **Act** to procure, to renew and/or to maintain



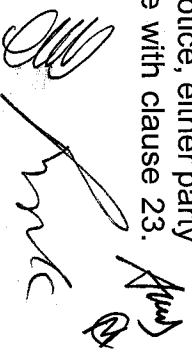
the **Site Licence**. The **Lessor** shall furthermore be responsible to take all reasonable steps to ensure that the **Site Licence** is maintained, inclusive of steps which may be necessary to comply with directions by the **Controller** with respect to the **Site Licence**. The **Lessor** shall at its cost effect such improvements and alterations to the **Premises** in accordance with plans and specifications prepared by the **Lessee** in compliance with its current design standards and specifications in order to procure or to maintain in existence the **Site Licence**.

7.2 Subject to the provisions of this clause 7, the **Lessee** shall be responsible for the preparation and prosecution of all necessary applications under the **Act** to procure, to renew and/or to maintain the **Retail Licence**. The **Lessee** shall furthermore be responsible to take all reasonable steps to ensure that the **Retail Licence** is maintained, inclusive of steps which may be necessary to comply with directions by the **Controller** with respect to the **Retail Licence**.

7.3 In the event of, the refusal of the **Site Licence**, or the withdrawal thereof, or in the event of any adverse official action with respect thereto, the **Lessor** shall prosecute such appeal or review proceedings as may be available under the **Act** or otherwise, unless the **Lessee** notifies the **Lessor** to do otherwise, in which event the **Lessor** shall have the option to do so.

7.4 The parties agree that the procurement of the **Site** and **Retail Licences** and any other licence as may be necessary for the conduct of the business on the **Premises** are fundamental objectives of this lease and each undertakes to co-operate to the fullest extent as may be reasonable with respect to the procedures necessary to achieve these objectives. Without limiting the generality of the foregoing, the **Lessor** shall provide the **Lessee** with a copy of each application and document relating thereto and each notice or other communication received from or sent to the **Controller**. The **Lessor** shall furthermore provide the **Lessee** with all information and supporting documents necessary to bring any application or to launch any review or appeal proceedings.

7.5 Should either party suffer unreasonable hardship as a result of the provisions of this clause 7, the actions of the **Controller** or as a result of any other fact concerning the **Site Licence**, or the **Retail Licence**, such party may notify the other in writing providing details of the circumstances concerned. The parties shall thereupon consult within a period of 14 days with a view to avoiding or mitigating such hardship whether by an amendment to this lease, the payment of any sum of money or by any other appropriate means, without thereby causing the party receiving such notice unreasonable hardship. Should the matter not be resolved within a period of 30 days after receipt of the said written notice, either party may refer the matter to arbitration in accordance with clause 23.

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The arbitrator may determine all matters pertinent thereto including the question as to whether such unreasonable hardship exists and an appropriate means of avoiding or mitigating such hardship.

7.6 Should the **Site Licence** or the **Retail Licence** not be granted or renewed or should any other necessary licence, permit or the like for the conduct of the **Business** not be granted or renewed by the authority concerned then the **Lessee** shall be entitled to terminate this agreement by written notice to the **Lessor** of not less than thirty days. Should the **Lessee** so determine, failure to grant any such application within a reasonable time after it shall have been made shall be deemed to be a refusal thereof.

7.7 The **Lessee** shall conform to all provisions of law affecting the conduct of the **Business** and shall not contravene or permit any contravention of any of the conditions of title under which the **Premises** are held: Provided however that the foregoing provisions of this sub-clause 7.7:

- (a) shall not apply with respect to any provision of the said conditions of title of which a copy has not been delivered by the **Lessor** to the **Lessee**; and
- (b) shall not require the **Lessee** to undertake obligations of the **Lessor** as regards the **Site Licence**.

8. ENJOYMENT AND SUB-LETTING OF THE PREMISES


8.1 Throughout the period of this agreement, including any renewal thereof, the **Lessee** shall be entitled to the exclusive use and occupation of the **Premises**.

8.2 The **Lessee** shall be entitled to sub-let the **Premises** (or any portion thereof) or to give up occupation or possession of the **Premises** (or any portion thereof), without the **Lessor's** consent and without reference to the **Lessor**. However, the **Lessee** shall remain liable to the **Lessor** for the obligations undertaken by it in terms of the provisions of this agreement.

8.3 Nothing contained in this clause 8 shall be construed as absolving the **Lessee** from any obligation undertaken by it in terms of any written agreement with the **Lessor** to conclude any particular sub-lease of the **Premises**.

9. LESSEE'S RIGHTS REGARDING THE BUSINESS

9.1 The **Lessee** shall be entitled from time to time during the period of this agreement to affix, paint, show, display, exhibit and carry out all


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such advertisements, advertising and other signs, notices, devices and decorative work as the **Lessee** deems fit, in to and on the exterior (including the roof) and interior of the **Premises**.

9.2 The **Lessee** shall not be entitled to install billboards and "Prime-media" type signs on the **Premises** without the written consent of the **Lessor**. The **Lessor** shall not install billboards and "Prime-media" type signs on the **Remainder** without the written consent of the **Lessee**. The provisions of this sub-clause 9.2 shall not apply to the **Lessee's** normal "prime sign" and other service station signage generally in use at similar outlets.

9.3 The **Lessee** shall be entitled from time to time during the period of this agreement, at its discretion deems fit, to install and use and permit the installation and use in, on or about the **Premises** and to alter, remove or permit the alteration or removal from, in or about the **Premises** of:

- (a) such pumps, pump tank and other equipment for the handling, storage, use, sale, dealing in or distribution of automotive fuels within the parameters of what is permissible in terms of environmental and other laws;
- (b) such information systems hardware and software, inclusive of associated cabling and equipment of every description for the operation of the **Business**;
- (c) such electrical equipment, fittings, cabling, lighting and other installations of every description;
- (d) such fittings and equipment of every description reasonably required for the operation of the convenience store;
- (e) such equipment and other features reasonably required for the operation of the **Business** such as "auto-teller" equipment, bakery equipment and the like.

9.4 The **Lessee** shall be entitled from time to time during the period of this agreement and on the expiration or earlier termination of this agreement the **Lessee** may, and if so required by the **Lessor** shall, remove all advertisements, advertising and other signs, notices, devices and decorative work referred to in sub-clause 9.1, and all pumps, pump tank and other equipment referred to in sub-clause 9.3, from the **Premises** and shall reinstate the **Premises** at the **Lessee's** cost to their former condition, fair wear and tear excepted.

9.5 All equipment and other material installed in terms of this clause 9 shall remain the absolute property of the **Lessee** irrespective of the manner of installation.


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9.6 Without limiting the generality of the foregoing, under no circumstances shall the **Lessor** have any responsibility for the maintenance or repair of equipment or signage of the **Lessee** or equipment of the **Lessee's** sub-tenant which may be on the **Premises**.

10. MAINTENANCE OF THE PREMISES

10.1 The **Lessee** shall, at its own cost, at all times during the currency of this tenancy keep and maintain in good condition the interior, the exterior and the roof of the **Premises**, and at the expiration or earlier termination of this agreement redeliver the **Premises** to the **Lessor** with the interior thereof, in the same condition, order and repair as it may be (or, if the case, have been) at the commencement of the period for which the **Lessee** is obliged to pay rental, except for fair wear and tear.



10.2 The **Lessee** shall, at its own cost, replace any plate-glass windows, internal and external, in the **Premises** which may be broken or damaged from any cause whatsoever, and shall keep and maintain all sewerage pipes, water pipes and drains in use in connection with the **Premises** free from obstruction and blockage.

10.3 The **Lessee** shall be entitled, but not obliged, to paint or otherwise decorate the exterior of the **Premises** (or any part thereof) as and when and how (including but not limited to such colour schemes) as it deems fit.

10.4 The **Lessee** shall indemnify, and hold harmless, the **Lessor**, its directors, agents and employees in respect of all loss or damage to goods, injury or legal liability arising from the condition of the **Premises**, the existence of the **Lessee's** equipment and signage on the **Premises**, the conduct of the **Business**, or the use of the **Premises** by the **Lessee**, or its sub-tenant, save for loss damage or injury arising from the fault of the **Lessor**, its directors, agents, or employees. This indemnity shall be subject to the condition that any claim be defended in consultation with, and subject to the directions of, the **Lessee** and that the extent of liability, loss damage or injury be proved.

11. BUILDINGS, IMPROVEMENTS AND ALTERATIONS

11.1 At any time and from time to time during the currency of this tenancy, the **Lessee** shall be entitled at its own cost to construct or erect, buildings or other improvements on the **Premises**, or to alter or add to buildings or other improvements on the **Premises**, as the **Lessee** at its entire and unfettered discretion may think fit, so long as done in accordance with the provisions of law and so long as the

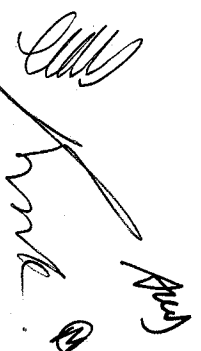
Lessor consents thereto, which consent may not be unreasonably withheld.

11.2 Without in any way circumscribing or derogating from the absolute discretion of the **Lessee** with respect to its rights under sub-clause 11.1, it is recorded for the avoidance of any doubt that:

- (a) the buildings, alterations or improvements contemplated by that sub-clause may comprise:
 - (i) buildings and other improvements (whether structural or otherwise) intended for the carrying on thereat of the **Business**, or any feature thereof; and
 - (ii) alterations or additions to the **Premises** (whether structural or otherwise) which may be required from time to time by any competent authority as a condition of the granting of any licence, permit or the like, for the conduct of the **Business** (whether as contemplated by clause 7 or otherwise) or any renewal thereof; and
 - (iii) alterations to the **Premises**, whether structural or otherwise, as may be required, to ensure that the **Premises** conform to, any change in the corporate image of the **Lessee**, or any change of the brand of products marketed by the **Lessee** or any change of franchise of any convenience store, restaurant or other franchised business on the **Premises**.
- (b) the **Lessee** may itself determine the nature and positioning on the **Premises** of any such building or alteration, or other improvement, including but not limited to its design, specifications and standards and the positioning of vehicular entrances thereto and exits therefrom.

11.3 Save as otherwise set out in this agreement, the **Lessee** shall have no right to any compensation for any buildings or other improvements constructed or erected on the **Premises**: Provided that the foregoing provisions of this sub-clause 11.3 shall not be construed as in any way prejudicial to any right of the **Lessee** with respect to any of its own equipment installed by the **Lessee**.

11.4 The **Lessee** shall be entitled to make such alterations to the **Premises** as may be necessary to change the brand of fuels and other products marketed from the **Premises**.

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12. RIVERSIDE PARK PRECINCT ASSOCIATION

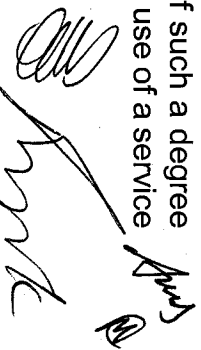
It is recorded that the Riverside Park Precinct Association has been established in Riverside Park, hereinafter referred to as "the Association", in conjunction with all the landowners of Riverside Park (being the township where the **Premises** are situated) in order to set policy guidelines and operational procedures governing communal issues such as security, cleaning, public transport, rates and taxes, advertising and related issues. The Lessee agrees to participate in the Association and become a member of the Association and adhere to the rules and regulations of the Association's constitution and resultant policies. It is recorded that a copy of the articles of association are available on request.

13. LESSOR'S ACCESS TO THE PREMISES

13.1 The **Lessee** shall not unreasonably refuse the **Lessor** access to the **Premises** (either by the **Lessor's** agents or its workmen) 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 agreement. The **Lessor** undertakes that the **Lessor** will not unduly or unreasonably interfere with the conduct of the **Business** during progress of any such work. Subject thereto and to the provisions of sub-clause 13.2, the **Lessee** shall not have any claim of any nature whatever for damages or otherwise against the **Lessor** as a result of any interference with the use and occupation by the **Lessee** of the **Premises** or the conduct of the **Business** caused by any such work.

13.2 The **Lessee** shall be entitled to a reduction of rental during the period of any suspension of the **Business** occasioned by any such work *pro rata* to the extent to which the **Lessee** is deprived of the beneficial use and occupation of the **Premises**. Failing agreement as to the said reduction, it shall be determined by arbitration.

13.3 The **Lessee** shall allow a right of way over the **Premises** to the **Remainder**, in favour of the **Lessor**, its officers, directors, employees, contractors, customers and invitees for the purpose of gaining access from the adjacent public road to the **Remainder** and from the **Remainder** to the adjacent public road. Should vehicles making use of such right of way over the **Premises** cause damage to the paved forecourt or driveway of the **Premises** or to equipment, signage, lighting or any improvement on the **Premises**, the **Lessor** shall indemnify the **Lessee** in respect of the cost of repair or replacement thereof. Notwithstanding the obligation of the **Lessee**, as expressed in sub-clause 10.1, should the degree of wear and tear caused by traffic making use of the right of way over the **Premises** expressed in this sub-clause 13.3 be of such a degree that it is not normally associated with traffic making use of a service

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station such as that on the **Premises**, the **Lessor** shall contribute to the maintenance of the roadway concerned.



14. INSURANCE

14.1 The buildings and other improvements on or constituting the **Premises** or which may from time to time be erected thereon, (hereinafter referred to as the **Buildings**) shall be insured and kept insured by the **Lessee**, in accordance with its normal insurance practice for similar properties. Such insurance shall:

- (a) cover the reasonable replacement cost of the **Buildings**, site works, canopy, equipment and professional fees;
- (b) be subject to all normal exclusions and conditions, including but not limited to business interruption risks; and
- (c) comprehend the following risks:
 - (i) risk of loss and damage by fire, riot, flood, civil disturbance, earthquake and such other causes (whether or not similar to the foregoing) against which property of such nature is ordinarily insured, otherwise than as contemplated in sub-paragraph 14.1(c)(iii);
 - (ii) environmental risks; and
 - (iii) risk of loss or damage by political riot, malicious damage and similar causes, to the extent such insurance is commercially available on the South African market.

14.2 The **Lessor** shall be entitled to reasonable proof of such insurance in the form of a certificate by the brokers of the **Lessee**, it being clearly understood that the relevant insurances will not be subject of a separate policy which can be made available to the **Lessor**. Unless the **Lessor** notifies the **Lessee** in writing of any objections within three months of receipt of any such certificate, it shall be deemed to have accepted entirely the basis upon which the **Premises** are insured.

14.3 The proceeds of the insurances contemplated by clause 14.1 shall be applied for the restoration of the **Buildings**, or that part thereof which shall have been damaged or destroyed, on the basis of replacing or reinstating on the same site, property of the same kind or type but not superior to nor more extensive, provided that the **Lessee** may however modify the style, layout, specifications or fittings, to conform to its then current standards.

14.4 The **Lessee** may, on written notice to the **Lessor**, elect to refrain from restoring the **Buildings** as may have been damaged (to such extent that they are substantially untenable) or destroyed in consequence of an insured peril, in which event this lease shall terminate and the **Lessee** shall pay to the **Lessor** the proceeds of such insurance. Subject to the relevant exclusions and conditions, the proceeds shall not be less than the market value of the **Buildings** before they were damaged or destroyed.

14.5 The **Lessee** may elect to "self insure" the **Buildings** in which event its liability to the **Lessor** shall be *mutatis mutandis* the same as if it had insured the same. In such event, it shall respond to any request under sub-clause 14.2 by detailing in writing the basis upon which it will "self insure" the **Buildings** which shall conform to a policy which is commercially available on the South African market inclusive of conditions and exclusions as may be ordinarily contained therein.


14.6 The **Lessor** acknowledges that the risks contemplated by this clause 14 are ordinarily risks of ownership and the obligations undertaken by the **Lessee** are no greater than those of arranging and bearing the cost of commercially available insurance, or in the event of sub-clause 14.5 being applicable, "self insuring" to the extent of commercially available insurance. Nothing herein contained shall be construed as limiting the right of the **Lessor** to arrange insurance for any uninsured exposure or for risks excepted or excluded by conditions.

14.7 The **Lessee** shall provide a certificate verifying the existence of insurance.

15. DESTRUCTION OF OR DAMAGE TO THE PREMISES

15.1 Should the **Premises** be destroyed or damaged either wholly or partially during the period of this agreement, then subject to sub-clause 14.4, this agreement shall not be terminated but the **Lessee** shall subject to clause 14 reinstate the **Premises** out of the proceeds of the insurances detailed in clause 14, provided that, under no circumstances shall it be required to expend more than the relevant proceeds, or in the case of sub-clause 14.5 being applicable, the extent of the proceeds which would ordinarily have been payable had the **Lessee** not elected to "self insure". The period of this agreement shall, at the option of the **Lessee** (which shall be notified to the **Lessor** within thirty days after the reinstatement of the **Premises**), be extended by the period for which the **Premises** shall have been untenable.

15.2 The **Lessee** shall not be entitled to a reduction of that rental payable under sub-clauses 3.3 to and including 3.6 during the period of its deprivation of the beneficial use and occupation of the **Premises**.


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Rental payable under sub-clauses 3.9 to 3.11 shall depend on whether or not the damage is such that fuels are supplied to the **Business** during the relevant period for resale. Should the **Business** not be capable of trading in petrol and diesel, no rental there under shall be payable.

15.3 In the event of the **Premises** being damaged (to such extent that they are substantially untenable) or destroyed in consequence of perils for which insurance has not been arranged, or in circumstances where the liability of the insurer is excepted or excluded, or in circumstances where liability is, or would be, excluded (in the event of the applicability of sub-clause 14.5) the **Lessee** may terminate this lease on three months written notice in the event of the **Lessor** electing not to re-instate the **Premises**.

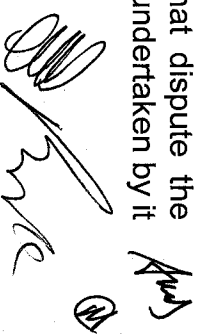
15.4 Notwithstanding anything to the contrary, the **Lessee** may elect itself to re-instate the **Premises** in which event the provisions of clauses 10, 11 and 15.2 shall be *mutatis mutandis* applicable and the **Lessor** shall not unreasonably withhold agreement to the extension of the lease in order to enable the **Lessee** to recover the investment so made. The contingent right expressed in clause 12 shall comprehend the net cost to the **Lessee** of re-instating the **Premises** in such circumstances.

16. CANCELLATION FOR BREACH

16.1 Should the **Lessee** breach any of its obligations in terms of this agreement reasonably capable of being remedied, and fail to remedy such breach within thirty days after receipt of written notice by the **Lessor** to the **Lessee** requiring the **Lessee** to remedy that breach, then the **Lessor** shall be entitled, notwithstanding any previous waiver, but not obliged, to cancel this agreement forthwith: Provided that if such breach is not reasonably capable of being remedied within the said period of thirty days or should circumstances have arisen or arise during the period of the said notice and which, being partly or entirely beyond the control of the **Lessee**, prevent it from so remedying such breach within the said period of thirty days, then the **Lessee** shall be allowed such additional period as may reasonably be required therefor.

16.2 Save as provided in sub-clause 16.1, neither party shall be entitled to cancel this agreement by reason of breach thereof by the other party unless that breach is not reasonably capable of being remedied and would at common law entitle such cancellation.

16.3 Should the **Lessor** purport to cancel this agreement, and should the **Lessee** dispute the validity of that cancellation and fail to vacate the **Premises**, then pending the determination of that dispute the **Lessee** shall continue to perform every obligation undertaken by it

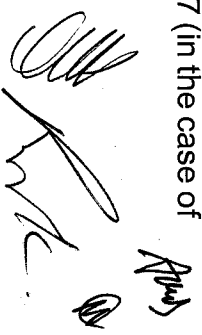

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in terms of the provisions of this agreement as if such cancellation had not occurred, and the **Lessor** shall be entitled to enforce performance of every such obligation, and exercise every remedy which it may have in consequence of any failure to perform (including but not limited to the right again to cancel this agreement) as if such cancellation had not occurred, and nothing done by the **Lessor** in pursuance of its rights and remedies in terms of the provisions of this sub-clause 16.3 shall in any way prejudice or derogate from the cancellation previously asserted against the **Lessee**. Performance by the **Lessee** of its obligations during that period shall, should the dispute be determined in favour of the **Lessor**, be deemed to be payment on account of damages sustained by the **Lessor**, which the **Lessor** may retain as security therefor until its damages have been liquified and set-off can be applied.

17. PRE-EMPTIVE RIGHTS

17.1 Should the **Lessor** at any time during the period of this agreement wish to sell or dispose of or alienate the **Premises**, or any portion thereof, then the **Lessee**, or its nominee appointed in writing (all references in this clause 17 to the **Lessee** shall include any such nominee) shall have the first right of acquiring the **Premises** or the portion thereof, at the same price and upon the same terms and conditions as are offered therefor by any *bona fide* third party and which the **Lessor** is prepared to accept provided that the **Lessee** exercises such right within a period of thirty days following that upon which notice in writing has been received by it from the **Lessor** advising the **Lessee** of the offer of purchase received, the name and address of the *bona fide* purchaser, and the terms and conditions of the offer of purchase, and calling upon it to exercise its option. Should the **Lessee** not exercise the right to purchase hereby granted to it when called upon so to do, then the **Lessor** shall be entitled to sell or dispose of or alienate the **Premises** or the portion thereof available for sale, provided that except with the previous written consent of the **Lessee** no such sale shall be effected at a price lower and/or on terms and conditions substantially more favourable to the proposed purchaser or transferee than those so communicated to the **Lessee**, or its nominee. Any variation in the terms and conditions so communicated to the **Lessee** shall be regarded as a new offer to which the foregoing provisions of this clause 17 shall apply.

17.2 Should the **Lessee** be given an option in terms of this clause 17 and not exercise it, then it shall be a condition of any sale, disposal or alienation of the **Premises** or portion thereof that the purchaser or transferee, as the case may be, is bound by all the provisions of this agreement, including but not limited to this clause 17 (in the case of

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a further sale, disposal or alienation of the **Premises** or any portion thereof).

17.3 The **Lessor** undertakes to the **Lessee** duties of utmost good faith and full disclosure in connection with the obligations of the **Lessor** in terms of the foregoing provisions of this clause 17.

18. FIRST REFUSAL TO RE-HIRE ON TERMINATION

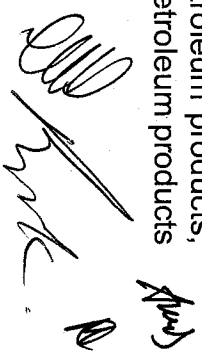
18.1 After termination of this tenancy for any reason other than cancellation by the **Lessor** in consequence of the default of the **Lessee**, the **Lessor** shall not re-let the **Premises** or any part thereof to anyone other than the **Lessee**, or its nominee appointed in writing on any terms, at any time prior to six months after termination of this agreement, without having offered to re-let the same to the **Lessee**, or its nominee on those terms, and the **Lessee** shall not have accepted that offer within thirty days after it shall have been properly made. This sub-clause 18.1 shall not apply if the **Lessee** has not initiated negotiations for the renewal of this lease at least 24 months before expiry of this lease.

18.2 The **Lessor** undertakes to the **Lessee** duties of utmost good faith and full disclosure in connection with the obligations of the **Lessor** in terms of the foregoing provisions of this clause 18.

19. FIRST REFUSAL WITH RESPECT TO AUTOMOTIVE FUELS AND/OR PETROLEUM PRODUCTS

19.1 After termination of this tenancy for any reason other than cancellation by the **Lessor** in consequence of the default of the **Lessee**, the **Lessee**, or its nominee appointed in writing (all references in this clause 19 to the Lessee shall include any such nominee) will have the first right of concluding with the **Lessor** an agreement for the supply of automotive fuels and/or petroleum products to the **Premises**, or any portion thereof, or to any business (including the **Business**) conducted or to be conducted at the **Premises** or any portion thereof (hereinafter referred to as the "**Relevant Business**") subsequent to such termination in accordance with such prices, terms and conditions as are offered by a *bona fide* third party and which the **Lessor** is prepared to accept: Provided that:

(a) to the extent that any such offer refers to the supply of any particular brand of automotive fuels and/or petroleum products, or to price determination by reference to another supplier's list prices, the **Lessee** shall be entitled to supply its own brand of automotive fuels and/or petroleum products, and the price for automotive fuels and/or petroleum products,

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which the **Lessor** is so prepared to accept, shall be determined by reference to the **Lessee's** wholesale list selling price for such automotive fuels and/or petroleum products;

(b) to the extent that a price may be expressed as being calculated as a discount off a wholesale list selling price, the Lessee's right of matching the price so established shall be calculated as a discount off its wholesale list selling price having the same net effect as the price offered by the competitor;

(c) the **Lessee** exercises this right within thirty days after that on which written notice has been received by the **Lessee** furnishing it with a true and complete copy of the said offer, including the name and address of the offeror if not apparent therefrom, and calling on the **Lessee** to exercise the said right.

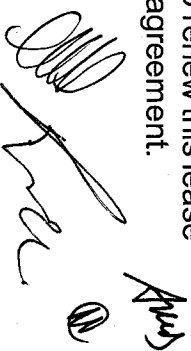
19.2 Any variation in the prices or in any of the other terms and conditions of any offer which the **Lessor** is prepared to accept from those communicated to the **Lessee** shall be a new offer which must be communicated in writing to the **Lessee** at once, and in respect of which the **Lessee** will have the same first right for the same period set out above as from the date on which such new offer is first communicated to it.

19.3 Should the **Lessee** not exercise this right, then the **Lessor** will be entitled to contract with the third party in accordance with the prices, terms and conditions communicated to the **Lessee** in accordance with the provisions of the foregoing sub-clauses of this clause 19.

19.4 Notwithstanding anything to the contrary in this agreement or elsewhere, the **Lessor** shall not contract with a third party for the supply of automotive fuels and/or petroleum products to the **Premises** or any portion thereof, or for or in connection with the **Relevant Business**, either:

- (a) during the currency of this agreement or this tenancy; or
- (b) otherwise than by acceptance of an offer in accordance with the procedures hereinbefore contemplated; and
- (c) in conflict with any servitudinal restraint in favour the **Lessee** over the **Premises** (or any portion thereof).

19.5 The provisions of this clause 19 shall continue to apply until expiry of a period of 6 months after termination of this agreement, provided that the **Lessee** shall have initiated negotiations to renew this lease at least twenty-four months prior to expiry of this agreement.

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19.6 The **Lessor** acknowledges that it owes the **Lessee** duties of utmost good faith and full disclosure with respect to the implementation of this clause 19.

20. REAL RIGHTS AND REGISTRATION

20.1 The **Lessor** shall not permit the registration or other constitution of any real right in or in connection with the **Property**, whether by way of servitude or otherwise howsoever, without the prior written consent of the **Lessee**, provided that it is recognised that the **Lessor** will be entitled register a mortgage bond in favour of a bank or other financial institution ranking after this lease.

20.2 The **Lessee** shall be entitled to have the agreement constituted by this lease registered against the title deed of the **Property** so as to rank in preference to any mortgage bonds which may be registered against the **Property**, unless the **Lessee** has agreed otherwise in writing. The **Lessor** shall, on request by the **Lessee**, do all and whatsoever the **Lessee** may reasonably require in that regard.

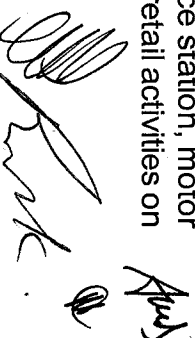
20.3 The **Lessor** and the **Lessee** agree that the right of the **Lessee** to have this lease registered, as provided in sub-clause 20.2, is a material provision of this lease and of fundamental importance to the **Lessee**. The **Lessor** shall take such steps as may be required of it in writing by the conveyancers appointed by the **Lessee** to have the lease registered as expeditiously as possible.

20.4 The provisions of this agreement shall be binding on every successor-in-title to the **Property** (whether onerous or gratuitous) whether or not such provisions in any particular respect may be incidental to the relationship of landlord and tenant, and the **Lessor** (and each successor) undertakes to ensure that such result is achieved.

21. APPLICATIONS

21.1 The **Lessor** undertakes not to proceed with any application to any authority in any way relating to the **Property** (including but not limited to its permitted use), without the prior written consent of the **Lessee** (which consent shall not be unreasonably withheld), but shall so proceed with all due diligence if so required by the **Lessee** in writing.

21.2 The **Lessee** shall be entitled at its own cost to make all and whatsoever applications it may deem fit in connection with the development of an automotive fuel filling and service station, motor garage, convenience store, restaurant and related retail activities on



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the **Premises**, whether in its own name or in the name of the **Lessor**, and the **Lessor** shall sign whatever documents the **Lessee** may reasonably require in that regard.

22. ALTERED CIRCUMSTANCES

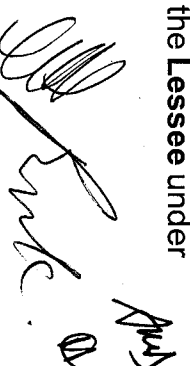
22.1 The **Lessor** acknowledges that this agreement has been concluded in a complex environment of regulation of matters in the petroleum fuels industry (through governmental control and monitoring of wholesale and retail prices and returns on investment) and restrictions (or the prospect of restrictions) on proliferation of service stations and other selling outlets and the licensing thereof under the **Act**. Should the **Lessee**, on reasonable grounds determine that such environment has changed to such extent as might render uneconomic the continued performance of its obligations in terms of this agreement, then the **Lessee** may (notwithstanding anything to the contrary herein) vary the rental on written notice of not less than ninety days to the **Lessor**, subject to the other provisions of this clause 22. Notwithstanding anything to the contrary, this clause shall not apply with respect to the rental referred to in sub-clauses 3.2 to 3.9 during the first ten (10) **Rental Years**. It shall however be applicable with respect to all other rental during such period.

22.2 Should the **Lessee** have given notice pursuant to the provisions of sub-clause 22.1 of this agreement, the **Lessor** may within the ensuing period of ninety days thereafter solicit offers for the letting by the **Lessor** of the **Premises** subsequent to termination of this agreement in terms of the provisions of this agreement, on the terms of this agreement (other than for the rental), and may furnish the **Lessee** with a copy of any *bona fide* such offer at a rental which the **Lessor** is willing to accept in place of the varied rental contemplated in sub-clause 22.1 of this agreement. The **Lessor** acknowledges that it owes the **Lessee** duties of utmost good faith and full disclosure with respect to any such offer.

22.3 Neither a variation of the rental contemplated in sub-clause 22.1 of this agreement nor an offer contemplated in sub-clause 22.2 of this agreement shall provide for any rental other than one which is lawfully payable monthly in advance in a fixed (but not necessarily uniform) amount of money per month.

22.4 Should the **Lessor** not have furnished the **Lessee** with such a copy within the said period of ninety days, then this tenancy shall continue thereafter at the varied rental contemplated in sub-clause 22.1 of this agreement.

22.5 Should the **Lessor** timeously have furnished the **Lessee** with such a copy, then (but not otherwise) the notice given by the **Lessee** under

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sub-clause 22.1 of this agreement shall not operate to vary the rental, and the following provisions of this agreement shall apply.

22.6 Should the **Lessee** give notice to the **Lessor** accepting the rental proposed in an offer contemplated in sub-clause 22.2 of this agreement, at any time prior to termination of this tenancy in terms of sub-clause 22.8 of this agreement, then the rental payable by the **Lessee** for this tenancy shall be varied so as to equal that proposed in the said offer, with effect from the start of the calendar month immediately following that in which the **Lessee's** said notice of acceptance shall have been given.



22.7 Should the **Lessee** not have given notice of acceptance in terms of sub-clause 22.6 of this agreement, and should more than sixty days have expired after the **Lessee's** receipt of the copy contemplated in sub-clause 22.2 of this agreement, then the **Lessor** may give the **Lessee** written notice of intended termination of this tenancy. Such notice period shall not be less than one calendar month given so as to expire at the end of a calendar month.

22.8 Should the **Lessee** give notice of acceptance in terms of sub-clause 22.6 of this agreement prior to expiry of the notice of intended termination contemplated in sub-clause 22.7 of this agreement, then such notice of intended termination shall lapse and be of no force or effect, and the provisions of sub-clause 22.6 of this agreement shall apply. Otherwise, this tenancy shall terminate on expiry of the said notice of intended termination.

23. DISPUTE RESOLUTION

23.1 Each party consents to the referral to arbitration by a single arbitrator of any dispute arising out of this agreement, whether in relation to its formation, interpretation, application performance, termination or otherwise. The arbitrator shall be a senior counsel who has practised as a senior counsel for not less than five years as a member of the bar affiliated to the National Bar Council at the seat of the Provincial Division of the High Court of South Africa which would otherwise have jurisdiction in relation to the dispute concerned. In the event of more than one Provincial Division having jurisdiction, the arbitrator shall be selected from amongst the members of the bar council at the seat of the court selected by the party requesting arbitration. In the event that the parties have not agreed upon the identity of the arbitrator within ten business days of either of them requesting arbitration of the dispute by notice in writing, the arbitrator shall be appointed by the secretary of the bar council concerned.

23.2 Except to any extent otherwise directed by the arbitrator from time to time, the uniform rules of the high courts in effect for the time then being, as read together with relevant provisions of the High Court


Act and in accordance with High Court practice, then pertaining, shall apply *mutatis mutandis* to such arbitration, and the arbitrator shall, in addition to the powers conferred by legislation, have all the powers of a high court judge to the fullest extent lawfully possible.

- 23.3 Any arbitration proceedings pursuant to the arbitration agreement contained in this clause 23 shall be treated as confidential by the parties to this agreement. In the event of there being any doubt with respect to the rules and practice to be applied, the arbitrator shall determine same. The arbitration shall be held in the city where the arbitrator keeps chambers and in the event of his keeping chambers in more than one city, in the city selected by the party requesting arbitration. The arbitrator shall be entitled to award and tax costs as if the proceedings were high court proceedings, provided that the arbitrator may delegate the taxation of such costs to any third party experienced in the drawing and taxation of high court bills of costs.

- 23.4 The provisions of this clause 23:
- (a) shall not preclude either party from seeking interdictory or urgent relief from any court which may have had jurisdiction but for this clause; and
 - (b) shall be severable from the remainder of this agreement and shall survive cancellation or other termination of this agreement for whatever cause or reason.

24. DOMICILIA AND NOTICES

- 24.1 The following addresses shall constitute the *domicilium citandi et executandi* of each of the parties:
- (a) in the case of the **Lessee**, the office of its managing director at Engen Court, Thibault Square, Cape Town;
 - (b) in the case of the **Lessor**, c/o H L Halls & Sons, Mataffin Farm, Nelspruit, Mpumalanga.
- 24.2 Either party (in this clause 24 referred to as "the notifying party") may at any time and from time to time notify the other party of an alternative address which upon expiry of a period of fourteen days after receipt of such notice shall henceforth constitute the *domicilium citandi et executandi* of the notifying party and be substituted for such party's pre-existing *domicilium citandi et executandi*.
- 24.3 An alternative address contemplated in sub-clause 24.2 shall be a valid physical address within the state of incorporation of the **Lessee**, sufficiently explicit to enable it to be located without the need for enquiry or unusual effort and shall not be a post office box, *poste restante* or the like. Unless an alternative address complies


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with the terms of this sub-clause 24.3 the pre-existing *domicilium citandi et executandi* of the notifying party shall continue to exist.

24.4 Save to the extent (if any) inconsistent with the provisions of this lease, any reference in this lease to the giving of notice by either party to the other party shall be construed as a reference to the giving of written notice. "Give" in this context includes "serve", "send", "deliver" and similar expressions, and "notice" includes any demand, request or other communication. No inference shall be drawn from the possibility (if the case) that the provisions of this lease may sometimes expressly require written notice and other times not.

24.5 For the purposes of this lease, sending by registered post, with respect to any notice or other document sent by one party to the other, shall be construed to mean properly addressing to that party, pre-paying and posting a registered envelope containing such notice or other document to the *domicilium citandi et executandi* of that party.

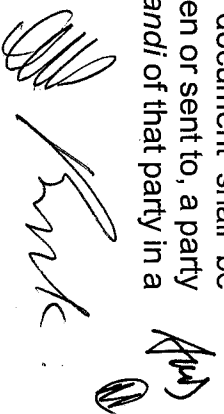
24.6 Where the provisions of this lease permit or require any notice or other document to be served by either party on the other party, whether the expression "serve", or "give", or "send", or any other expression be used, then, unless the contrary intention appears from the relevant provisions of this lease:

(a) to the extent that any such requirement may constitute an obligation of the party required to serve that notice or other document, such obligation shall be deemed to have been discharged by sending it by registered post;

(b) subject to the provisions of paragraph 24.6(a) and those of sub-clause 24.7, no such notice or other document shall be deemed to have been served unless received by or on behalf of the party to be served: Provided that, unless the contrary be proved:

- (i) any notice or other document sent by registered post shall be deemed to have been received, by the party to whom addressed, at the time at which the envelope containing it would have been delivered in the ordinary course of post;
- (ii) delivery in the ordinary course of post shall be deemed not to exceed seven days after the day of posting.

24.7 Notwithstanding anything to the contrary above in this clause 24, for purposes of this lease any notice or other document shall be deemed to have been validly served on, or given or sent to, a party if delivered at the *domicilium citandi et executandi* of that party in a

Handwritten signatures and initials at the bottom of the page, including a large signature on the left and initials 'Am' and 'M' on the right.

reasonable manner and reasonable efforts are made to obtain an acknowledgement of receipt thereof.

24.8 All references in this clause 24 to the *domicilium citandi et executandi* of a party shall be construed as that party's *domicilium citandi et executandi* at law for all claims of whatsoever nature asserted against that party by the other, in connection with any agreement which is subject to the provisions of this lease.

24.9 Notwithstanding the above, notices may be sent by fax to the following numbers;

(a) in the case of the **Lessee** to both 021 403 4067 (marked for the attention of "the Managing Director") and to 011 480 6400 (marked for the attention of the Property Manager New sites);

(b) in the case of the **Lessor** to:

(i) 012 460 7815 (marked for the attention of Mr Anton Loubser); and

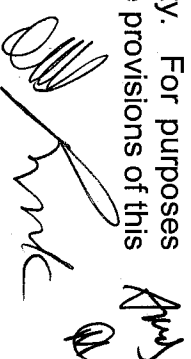
(ii) The Managing Director to HL Halls & Sons fax nr 013 753 5799.

24.10 The provisions of clauses 24.2, 24.4 and 24.6 shall be *mutatis mutandis* applicable to the provision of notice by fax, provided that, a fax shall be deemed to have been received on the day of transmission if a normal business day and it is transmitted during normal business hours or if not transmitted on a business day or during normal business hours, it shall be deemed to have been received on the first business day after transmission.

25. INTEGRATION, VARIATION AND WAIVER

25.1 This lease is intended to contain the whole, and to constitute the exclusive memorial, of the agreement between the parties with respect to the letting and hiring of the **Premises**. This lease supersedes all other prior agreements between the **Lessor** and the **Lessee** with respect to the letting and hiring of the **Premises**, other than the **Transaction Agreement**, agreements concluded pursuant to the **Transaction Agreement** and any agreement which is in writing and is clearly intended to exist contemporaneously with this lease. To the extent that there may be any conflict, the terms of this lease shall prevail.

25.2 No alteration of this lease shall be effective as such against either party except to the extent to which it shall have been reduced to writing and signed by or on behalf of that party. For purposes hereof any agreement at variance with any of the provisions of this



lease (including but not limited to any consensual termination of this lease) shall be deemed to constitute an alteration of this lease.

25.3 No waiver asserted against either party shall be effective against that party unless in writing and signed by or on behalf of that party. Without in any way limiting the scope of the foregoing provision of this sub-clause 26.3 it is recorded that mere delay in either party's availing himself or itself of any right, power, benefit or opportunity shall not in itself be sufficient to constitute a waiver thereof.

25.4 No relaxation, indulgence or other failure or delay by a party in enforcing that party's rights strictly shall either constitute a novation of the provisions of this lease relating thereto or preclude that party from any enforcement of the other rights of that party (including but not limited to subsequent enforcement of the same or similar rights).

26. MISCELLANEOUS

26.1 The **Lessor** shall not cede any right under this lease or which may arise or have arisen pursuant thereto or in connection therewith without the prior written consent of the **Lessee**, which consent the **Lessee** shall not withhold unreasonably. The **Lessee** may cede to any person in whole or in part any accrued right under this lease, or may assign to any related **Lessee** all its rights and obligations, or all its then future rights and obligations, under this lease, to an associated company, but in the event of such assignment shall remain bound to the **Lessor** as surety for the assignee.


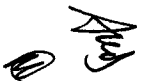
26.2 The **Lessee** may exercise any right or perform any obligation in terms of the provisions of this lease through any contractor or nominee appointed by it for the purpose.

26.3 Unless otherwise specified, any right of the **Lessee** in terms of the provisions of this lease to require, prescribe or direct anything, may be exercised by the **Lessee** on written notice to the **Lessor** and may (at the **Lessee's** option from time to time) be exercised and for periods of limited or specified duration.


26.4 The **Lessor** undertakes to deliver to the **Lessee** documentary evidence in substance and in form to the reasonable satisfaction of the **Lessee** as to the authority of the representative of the **Lessor** who executed this lease, unless they shall have been executed by the **Lessor** personally. The **Lessor** acknowledges that the **Lessee** may suspend its obligations (without suspending the obligations of the **Lessor**) until the **Lessor** shall have delivered such evidence.

27. INTERPRETATION

27.1 In this lease, unless the context indicates otherwise:


 


- (a) Any word or expression importing the singular number shall include the plural and vice versa;
- (b) to the extent that the context may so permit:
 - (i) any word or expression importing the masculine gender shall include the feminine;
 - (ii) any reference to a natural person (whether in relation to a party or anyone else) shall include corporations and other juristic persons, and, where the context so permits, shall further include any government or state or any division (including but not limited to any department or ministry) or agency thereof or authority constituted thereunder, and any association of persons (within the foregoing meaning) even if unincorporated;
 - (iii) any reference (whether to a party or to anyone else) which is expressed in the neuter gender shall be construed to include natural persons;
- (c) regard shall not be had to the heading of any clause of this lease in the interpretation of the provisions of this lease, the headings of the clauses having been included solely for ease of reference;
- (d) any reference to a business day shall be construed as meaning a day other than a Saturday, a Sunday or a public holiday, and for this purpose "public holiday", in relation to any obligation, shall mean a public holiday for the time being established or proclaimed as such in accordance with the provisions of the relevant legislation applicable at the place for performance of such obligation;
- (e) any reference to a day shall be construed as a period of twenty-four hours from midnight to midnight, and any reference to a period reckoned as a number of days after a particular day shall be calculated by counting that number of days from (as the first of those days) the day immediately following that particular day: Provided that if the last day of such period would not be a business day then such period shall extend to, and shall include, the first business day thereafter;
- (f) any reference to a calendar month shall be construed as meaning one of the twelve months into which the year is divided according to the calendar (that is, January, February, etc).

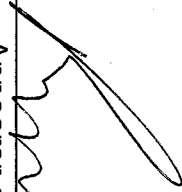

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THUS DONE AND EXECUTED at the place and on the day, month and year first
aforewritten, in the presence of the undersigned witnesses.

AS WITNESSES:

1. 

2. 



Appearer q.q.

QUOD ATTESTOR


NOTARY PUBLIC

