



WERKSMANS
ATTORNEYS

AGREEMENT OF LEASE

between

MCBEAL PROPERTY DEVELOPMENT (PROPRIETARY) LIMITED

and

SASOL OIL (PROPRIETARY) LIMITED

P.T.O

TABLE OF CONTENTS

1	DEFINITIONS AND INTERPRETATION	1
2	CONDITIONS PRECEDENT	6
3	LETTING OF THE PROPERTY	9
4	DURATION OF TENANCY	10
5	RENTAL.....	10
6	FINANCE FOR THE DEVELOPMENT	13
7	DEVELOPMENT	15
8	DISBURSEMENT OF RENTAL.....	20
9	AUTHORITIES' CHARGES IN RESPECT OF THE PROPERTY	21
10	LICENSING AND COMPLIANCE WITH LAW	22
11	ENJOYMENT, SUB-LETTING, CESSION AND DELEGATION	22
12	SASOL'S RIGHTS REGARDING THE BUSINESS	23
13	MAINTENANCE OF THE PROPERTY	24
14	ALTERATIONS AND ADDITIONS	24
15	THE OWNER'S ACCESS TO THE PROPERTY.....	25
16	INSURANCE.....	26
17	DESTRUCTION.....	26
18	CANCELLATION FOR BREACH BY SASOL.....	27
19	CANCELLATION FOR BREACH BY THE OWNER	28
20	PRE-EMPTIVE RIGHTS	29
21	FIRST REFUSALS TO RE-HIRE ON TERMINATION AND IN RESPECT OF AUTOMOTIVE FUEL, ALL PETROLEUM PRODUCTS AND OTHER PRODUCTS IN CONNECTION WITH THE BUSINESS	31
22	REAL RIGHTS AND REGISTRATIONS	33

X Initials
G&P 

23	APPLICATIONS	34
24	SASOL'S RIGHT TO REMEDY THE OWNER'S DEFAULTS.....	34
25	LEGAL COSTS	35
26	DISPUTE RESOLUTION	35
27	DOMICILIUM AND NOTICES.....	37
28	INTEGRATION, VARIATION AND WAIVER	38
29	MISCELLANEOUS	39
30	SOLE RISK.....	40
31	NO AGENT INTRODUCTION	41
32	RESOLUTIVE CONDITION	41
33	VALUE ADDED TAX.....	42
34	DEALERSHIP.....	42
35	ADDITIONAL SIGNAGE.....	43

X initials
GDP 
r

AGREEMENT OF LEASE

between

MACBEAL PROPERTY DEVELOPMENT (PROPRIETARY) LIMITED

and

SASOL OIL (PROPRIETARY) LIMITED

1 DEFINITIONS AND INTERPRETATION

1.1 In this agreement, except to the extent to which the context may indicate a contrary intention, each of the following words and phrases shall have the meanings ascribed to them below -

1.1.1 "agreement" - this agreement of lease together with all annexures and addenda to this agreement; ✓

1.1.2 "architect" – the architect envisaged in 7.2 below; ✓

1.1.3 "base date" - the earlier of -

1.1.3.1 the streaming date; or ✓

1.1.3.2 fourteen days after the occupancy certificate date, ✓
unless otherwise agreed in writing between the Owner and Sasol. ✓

1.1.4 "Bank" – Imperial Bank Limited or such other registered financial institution as may be acceptable to Sasol; ✓

1.1.5 "Bank bond" – the first surety mortgage bond in the capital amount of R3 500 000,00 (THREE MILLION FIVE HUNDRED

X initials
GDP W ↑

THOUSAND RAND) to be passed and registered by the Owner in favour of the Bank over the property as security for the Bank finance on the basis set out in 6 below; ✓

1.1.6 "Bank finance" – the finance in the capital amount set out in 6.1 below, to be obtained by the Owner for the purpose the purchase of the property and of the construction of the development; ✓

1.1.7 "business" - the businesses (or any of them) of an automotive fuel filling and service station, a motor garage, car wash, auto teller machine, retail store and related retail activities conducted on or from the property; ✓

1.1.8 "conditions precedent" - the suspensive conditions stipulated in 2 below; ✓

1.1.9 "design documents" - drawings, specifications, site development plan and other documents for the construction and implementation of the development, as attached to the Sasol offer letter referred to in 2.1.11 below or as may be otherwise approved by Sasol; ✓

1.1.10 "development" - the buildings, erections and improvements on the property intended for use as an automotive fuel filling and service station and motor garage, including any ancillary retail activities such as a car wash, and a retail store, all as depicted in the design documents and other descriptive material separately identified by the parties; ✓

1.1.11 "Exel" - Exel Petroleum (Proprietary) Limited, (Registration No 1994/015405/07); ✓

1.1.12 "final completion certificate" - a certificate issued by the architect in which the architect certifies that all rectification items have been made good and that the development has been finally "de-snagged" and completed in accordance with the design documents and this agreement, which certificate shall not be

X initials
GAP W ↑

- issued until the representatives of the Owner and Sasol have carried out an inspection of the development and have reached agreement that the development has been finally "de-snagged" and completed; ✓
- 1.1.13 "final completion date" – the date on which the architect delivers the final completion certificate to Sasol; ✓
- 1.1.14 "final date" - subject to any extension of the lease period in terms of 5.2.3.2 below, the day immediately prior to the 25th (twenty fifth) anniversary of the base date; ✓
- 1.1.15 "occupancy certificate date" – the date on which the relevant local authority issues an "occupancy certificate" in respect of the completed development as envisaged in 7.10 below; ✓
- 1.1.16 "Owner" – McBeal Property Development (Proprietary) Limited, (Registration No 1995/005742/07) or its successor in title; ✓
- 1.1.17 "practical completion certificate" - a certificate issued by the architect in which the architect certifies that the development has been completed for practical purposes in accordance with the design documents and the provisions of this agreement and that the development is fit and ready for the commencement of occupation; ✓
- 1.1.18 "practical completion date" - the date on which the architect delivers the practical completion certificate to Sasol; ✓
- 1.1.19 "property" - Erf 1439 Protea Park Extension 1 Township, Registration Division J.Q.; North West Province, measuring 2737 square metres and all improvements thereon from time to time. Any reference herein to the property is deemed to include any portion thereof; ✓
- 1.1.20 "retail store" - a shop (by whatever name it may be called, including by way of example, but not limited to and whether or not

X vintal
GDP W W

similar to, a convenience store, a quick shop or a retail store) or similar facility on the property, 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; ✓

1.1.21 "Sasol" - Sasol Oil (Proprietary) Limited, (Registration No 1981/007622/07); ✓

1.1.22 "streaming date" - the day on which petrol, supplied by Sasol to the property for resale thereat in the business is first sold to the public through pumps installed at the property by or on behalf of Sasol, but which date shall not be earlier than the practical completion date. ✓

1.2 Except to the extent to which the context in question may otherwise require, this agreement shall be construed in accordance with the following provisions of this 1.2, provided that in any case of inconsistency between and interpretation provided for elsewhere in this agreement and the provisions of this 1.2, the interpretation provided for elsewhere in this agreement shall prevail - ✓

1.2.1 any reference to "this agreement" and its annexures shall be construed as a reference to this agreement, subject to such provisions (including but not limited to implied, tacit or residual terms) to the extent not excluded by this agreement as may in law be applicable thereto, whether generally or in the particular circumstances of this agreement; ✓

1.2.2 any word or expression, cognate with respect to a word or expression defined in this agreement, shall bear a corresponding meaning; ✓

1.2.3 any reference to the singular includes the plural and *vice versa*; and ✓

1.2.4 to the extent that the context may so permit -

X initials
GSP
W
↑

- 1.2.4.1 any word or expression importing the masculine gender shall include the feminine; ✓
- 1.2.4.2 any reference to natural persons includes legal persons and *vice versa*; and ✓
- 1.2.4.3 any reference (whether to a party or to anyone else) which is expressed in the neuter gender shall be construed to include natural persons; ✓
- 1.2.5 regard shall not be had to the heading of any clause of this agreement in the interpretation of the provisions of this agreement, the headings of the clauses of this agreement having been included solely for ease of reference; ✓
- 1.2.6 any reference to the provisions of "law" or "regulation" and any similar reference of general application shall be construed to include both legislation and the common law, and any reference to "legislation" includes any fixed text enact by a body with authority to promulgate rules of whatever nature having the force of law and any administrative regulations issued pursuant thereon, and any reference to an identified item of legislation shall be construed as a reference thereto as modified for the time being, including any legislation made in substitution therefor; ✓
- 1.2.7 any reference to "Republic" shall be construed as a reference to the Republic of South Africa as it was constituted on 31 May 1961; ✓
- 1.2.8 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; ✓

X initials
GD ↑ ▽ ↑

- 1.2.9 any reference to a "day" shall mean a calendar day; ✓
- 1.2.10 any reference to a "week" shall mean five working days; ✓
- 1.2.11 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); ✓
- 1.2.12 any reference to a "calendar year" shall mean a period of twelve consecutive calendar months commencing with January; ✓
- 1.2.13 any reference to a period reckoned as a year (as distinct from a calendar year) after, or as from, or commencing on, a particular day (or a particular time) shall be construed as commencing on and including that day (or as commencing at that time) and as ending on and including the day immediately preceding the first anniversary of that particular day (or the day in which that particular time occurs); and any reference to a period reckoned as a number of years shall be construed accordingly, provided that the anniversary, in any year which is not a leap year, of 29 February shall be deemed to be 28 February. ✓

2 CONDITIONS PRECEDENT

- 2.1 This agreement (other than this 2, 25, 27, 28, 29, 30, 31 and 33 by which the parties shall nevertheless be bound) is subject to the fulfilment of the following suspensive conditions by not later than 15 March 2002 -
- 2.1.1 the property shall be zoned, and all relevant authorities shall then have granted all necessary licenses, consents, rights and the like to enable the development to be erected and the property to be used for the purpose of conducting thereat the business, and the property is not subject to any restraint, restriction or condition which in any way prohibits, inhibits or otherwise interferes with, or has the effect of prohibiting, inhibiting or otherwise interfering with the full and unrestricted development and use of the property as

Y. Antal
GDP ▼ ↑

- the business, whether the restraint, restriction or condition arises out of any servitude, condition of title, condition of establishment, town planning scheme or otherwise howsoever whether or not similar to the foregoing example, all at the Owner's cost; and ✓
- 2.1.2 all relevant authorities shall have granted all necessary consents and the like for such rights of egress from and ingress to the property as are acceptable to Sasol, all at the Owner's cost; and ✓
- 2.1.3 the property shall have been properly surveyed (and an approved Surveyor's General Diagram shall be in existence with regard thereto), identified (to the extent which Sasol may reasonably require) and as so identified shall be acceptable to Sasol, including but not limited to its location, size, shape, setback and other building restrictions (all as shown on the final design documents approved by Sasol), topography, soil conditions and availability of services (at no cost to Sasol), at site boundary, transferability of title thereto as a separate entity, and the title and/or lease conditions, servitudes and other restrictions affecting it, all at the Owner's cost; and ✓
- 2.1.4 the property shall have been completely serviced as envisaged in 7.3.2.4 below to permit the erection of the development, all at the Owner's cost; and ✓
- 2.1.5 the relevant property shall have had a geo-technical report investigated and prepared at the Owner's cost, and the results of which shall be to the reasonable satisfaction of Sasol; and ✓
- 2.1.6 that Sasol is satisfied that there are no onerous conditions of title over the property which preclude or interfere with or have the effect of inhibiting, prohibiting or otherwise interfering with the full and unrestricted development and use of the property as the business; and ✓
- 2.1.7 a quantity surveyor's report being compiled by the Owner's quantity surveyor, at the Owner's cost, the results of which shall

initials
GSD
▼
r

- be to the satisfaction of Sasol and in the event of Sasol not being satisfied with such report, that the Owner shall have guaranteed any shortfall in the development costs in favour of Sasol; and ✓
- 2.1.8 all relevant authorities shall have given their written approval to the site development plan (containing Sasol's standard layout) relating to the development, at the Owner's cost; and ✓
- 2.1.9 all relevant authorities shall have given their written approval to the environmental impact assessment submitted by the Owner, provided that the Owner shall obtain Sasol's comments on that environmental impact assessment prior to submitting it to the relevant authority. All costs incurred in preparing, submitting and obtaining the necessary approval of that impact study as well as any costs incurred in complying with that approval shall be borne and paid by the Owner; ✓
- 2.1.10 the Property Manager of Sasol gives written confirmation that the board of directors of Sasol has approved this transaction; ✓
- 2.1.11 the Property Manager of Sasol gives written confirmation that the board of directors of Exel Petroleum (Proprietary) Limited has approved the transaction set out in the Sasol offer letter to the Owner dated 15 February 2001 read with Sasol's letter to the Owner dated 21 November 2001; ✓
- 2.1.12 the Bank agrees in writing to grant the Bank finance to the Owner; ✓
- 2.1.13 the Owner shall have ceded and delivered to Sasol, a bank guarantee acceptable to Sasol issued by the bank of the main building contractor of the development for the obligations of that building contractor under the building contract with the Owner, in the amount of R175 000,00, plus VAT thereon, as security for the due and proper performance by the Owner of its obligations in terms of the provisions of 7 below and the design documents, which bank guarantee shall be irrevocable for a period of 120

GAP X initials
W
↑

days after the streaming date. Simultaneously with the delivery of the bank guarantee to Sasol, the Owner shall deliver to Sasol a written cession of the guarantee to Sasol and the written consent of the building contractor to that cession. ✓

- 2.2 The conditions precedent have been inserted solely for the benefit of Sasol. By giving written notice to the Owner, Sasol shall be entitled to waive any or all of the conditions precedent. By giving written notice to the Owner, Sasol shall be entitled to extend the date for fulfilment of any or all of the conditions precedent to a later date. ✓
- 2.3 Should any of the conditions precedent fail then this agreement shall cease to be of any force and effect and the parties shall be restored as near as may be to the positions in which they would have been had this agreement not been entered into. ✓

3 LETTING OF THE PROPERTY

- 3.1 The Owner is or is about to become the registered owner of the property and the Owner wishes to lease the property to Sasol, which wishes to hire the property, on the terms and conditions contained in this agreement. Accordingly, the Owner lets to Sasol which hires from the Owner the property on the terms and conditions contained in this agreement. ✓
- 3.2 The Owner warrants, and acknowledges to have represented to Sasol, and acknowledges that Sasol has relied on such representation in concluding this agreement with the Owner, that the Owner is about to and will become the registered owner of the property and that no other person has any real right therein or any right to acquire any such real right. ✓
- 3.3 The Owner warrants to Sasol that for as long as the Owner has any actual or contingent liability to Sasol, arising out of or in connection with this agreement, not to alienate the property or allow to be acquired any real right therein or to be constituted any right to acquire such a real right, except as contemplated by the provisions of 6.2 below.

X initials
RD ↑
W ↓
↑

3.4 The Owner warrants that as from the streaming date no person other than Sasol shall have a claim of entitlement to occupation of the property arising prior to the streaming date or any portion thereof by virtue of any law. In the event of any person other than Sasol taking occupation of the property or any portion thereof during the currency of this agreement or any person other than Sasol claiming to be entitled to occupation of the property or any portion thereof, then and in that event the Owner shall at its own cost take such steps as may be necessary to remove such person therefrom and/or to defend any claim of entitlement to occupation of the property or any portion thereof. The Owner indemnifies Sasol and shall hold Sasol harmless from any loss or damage that may be suffered by Sasol and/or its tenant arising from such occupation. ✓

3.5 Sasol undertakes as from the streaming date not to allow any third party to illegally occupy the property or any portion thereof and shall indemnify the Owner against any loss or damages that may arise from allowing such illegal occupation. ✓

4 DURATION OF TENANCY

4.1 This agreement shall commence on the base date, and shall, subject to the other provisions of this agreement and the provisions of any law, remain in force until the final date. ✓

4.2 Notwithstanding that this agreement commences on the base date, Sasol shall be entitled to occupy and use the property from the streaming date free of any rental up to the day immediately prior to the base date. ✓

5 RENTAL

5.1 Subject to the provisions of 5.2.3 below, during the first 10 years of this agreement ("the initial rental period") Sasol shall pay the Owner a monthly rental (exclusive of VAT) equivalent to the monthly repayment of a capital sum of R3 500 000,00 (THREE MILLION FIVE HUNDRED THOUSAND RAND) plus interest thereon at the prime rate minus 2,25%

Y. Venter
GAT 

for that period of 10 years on a reducing balance scale ("the initial rentals"). For the purpose -

5.1.1 hereof, "prime rate" means interest at the Bank's publicly quoted prime overdraft bank rate of interest as calculated by that bank. A certificate by any manager of any branch of the Bank as to the applicable prime rate shall be prima facie proof thereof. It shall not be necessary to prove the appointment of the person signing such certificate; and ✓

5.1.2 of clarity, and as an example, the monthly rental (exclusive of VAT) calculated in accordance with this clause at 10,75% (prime rate of 13% minus 2,25%) shall be R47 718,00 (FORTY SEVEN THOUSAND SEVEN HUNDRED AND EIGHTEEN RAND) per month (exclusive of VAT).

5.2 It is recorded and agreed that -

5.2.1 as at the date hereof, the petroleum industry is subject to regulated prices for petroleum products through statutory governmental control; ✓


5.2.2 the amendment of any laws or regulations pertaining to the petroleum industry subsequent to the date hereof might render it uneconomical for Sasol to continue paying the initial rentals; ✓

5.2.3 should there be any amendment of any of the laws or regulations pertaining to the petroleum industry subsequent to the signature date hereof, but during the initial rental period, so as to render it uneconomical for Sasol to continue paying the initial rentals, then the new rental payable by Sasol to the Owner during each month of each succeeding year of the remaining portion of the initial rental period shall be agreed to between Sasol and the Owner (in consultation with the Bank) or, failing agreement between Sasol and the Owner, determined in accordance with the provisions of 26 below, in either event, within 120 days of the proclamation of the amendment of any such laws or regulations having the effect

✓ initials
 GP W R

of deregulating or reregulating the petroleum industry ("the proclamation date"). Should an agreement be reached or a determination be made, as the case may be, that a new monthly rental shall be payable to the Owner then -

- 5.2.3.1 such new monthly rental shall be payable by Sasol with effect from the proclamation date; ✓
- 5.2.3.2 should the new monthly rental payable by Sasol (as agreed or determined in terms of 5.2.3 above) be less than the initial rentals, then the initial rental period shall be extended by an additional period not exceeding 5 years commencing immediately after the termination of the initial rental period ("extended initial rental period") in which event the total lease period of this agreement shall likewise be extended, but subject to the total lease period of this agreement from the base date to the new termination date not exceeding 30 years, so that the total rentals which the Owner receives over the extended lease period are equivalent to -
- 5.2.3.2.1 the total initial rentals which the Owner would have received during the initial rental period plus additional finance charges payable to the Bank as a result of the extension of the initial rental period; plus ✓
- 5.2.3.2.2 the fixed monthly rental referred to in 5.3 below. ✓
- 5.3 Sasol shall, during the last 15 years of this lease, pay the Owner a fixed monthly rental of R20 000,00 (TWENTY THOUSAND RAND) (exclusive of VAT). ✓
- 5.4 Subject to 8.1 below, Sasol shall pay the monthly rental to the Owner together with the VAT thereon in advance on or before the first day of each and every month by means of a deposit or bank transfer into a bank account held by the Owner at the Bank, provided that Sasol shall have

GPA X initials


received notice from the Owner setting out the following details relating to that bank account: name of bank, account type (eg current), account number, name of the branch and branch code. ✓

- 5.5 It is recorded that the Owner has given to the Bank a cession in securitatem debiti of the monthly rentals payable by Sasol under this agreement during the initial rental period (as may be extended in terms of 5.2.3.2 above). ✓

6 FINANCE FOR THE DEVELOPMENT

It is recorded and agreed that -

- 6.1 the Owner shall procure bank finance from the Bank in a capital amount of R3 500 000,00 (THREE MILLION FIVE HUNDRED THOUSAND RAND) for the purpose of purchasing the property and carrying out the development on the property; ✓
- 6.2 the Owner shall be entitled to pass and register a first surety mortgage bond over the property in favour of the Bank as security for the repayment of the Bank finance; ✓
- 6.3 the Bank bond shall rank after the lease and after both servitudes referred to in 8.1.4 and 8.1.5 below; ✓
- 6.4 the Bank bond shall rank prior to the Sasol bond referred to in 8.1.3 below; ✓
- 6.5 the Owner shall ensure that the Bank bond shall contain the following clauses -

"19 RANKING

- 19.1 The Notarial Deed of Lease ("the lease") between the Mortgagor and Sasol Oil (Proprietary) Limited (Registration Number 1981/007622/07) or its assigns

X initials
 GA W 7

("Sasol"), the Notarial Deed of Pre-Emptive Rights ("servitude of pre-emptive rights") and the Notarial Deed of Restraint by the Mortgagor in favour of Sasol and/or Exel ("servitude of restraint") referred to in above shall rank prior to this bond.

GPA ✓

19.2 Accordingly -

19.2.1 this bond shall in no way interfere with or prejudice or affect the rights and preferences of Sasol, in respect of any of the lease, servitude of pre-emptive rights and servitude of restraint; ✓

19.2.2 the rights created in favour of Sasol over the mortgaged property in terms of the lease, servitude of pre-emptive rights and servitude of restraint shall be and remain in all respects as if this bond had not been registered; and ✓

19.2.3 the Mortgagee may not cause the property to be attached in execution of a judgment nor may it liquidate the Mortgagor or place the Mortgagor under judicial management, as the case may be, without first having given 14 days prior written notice to Sasol." ✓


6.6 The Bank bond shall not be a covering bond, but shall secure only the repayment of the initial advance of monies made by the Bank to the Owner under the Bankfinance, interest thereon and legal fees incurred by the Bank to recover the Bank finance and interest thereon. The Bank bond shall not secure any re-advances or future loans by the Bank to the Owner. ✓

X mutuals
GPA W ✓


- 6.7 Subject to the provisions of 6.3 to 6.6 (inclusive), those of the Bank's standard non-prejudice clauses as do not conflict with the contents of 6.3 to 6.6 (inclusive), shall be inserted into the Sasol bond referred to in 8.1.3 below. ✓

7 DEVELOPMENT


- 7.1 Subject to the other provisions of this agreement, the Owner shall at its own cost -
- 7.1.1 forthwith cause the design documents to be prepared and to be approved by all the relevant authorities; and ✓
- 7.1.2 cause the development to be constructed and otherwise implemented on the property as soon as is reasonably possible in accordance with 7.8 below and in accordance with the design documents in the form as shall have been previously submitted to and approved by Sasol. ✓
- 7.2 The design documents and working drawings shall be produced and the construction and improvements supervised, by an architect approved by Sasol and employed by the Owner at its own cost. ✓
- 7.3 Notwithstanding anything to the contrary in this agreement, the design documents shall -
- 7.3.1 not be submitted for the approval of any authority except in the form as shall have been previously submitted to and approved by Sasol in writing; ✓
- 7.3.2 be prepared in accordance with the layout requirements and design standards and criteria of the relevant authority and of Sasol as advised to the Owner by Sasol in writing from time to time, which will include, but not be limited to -
- 7.3.2.1 buildings with a maximum total floor area of 190 square metres (including the retail store space referred to in

X initials
GDP  *Y*

- 7.3.2.5 below) in accordance with Sasol or Sasol's tenants' standards and specifications; ✓
- 7.3.2.2 bulk earthworks (including earthworks for a car wash and car wash building); ✓
- 7.3.2.3 the development being constructed on such a level so that the ground level of the development is level with existing roads; ✓
- 7.3.2.4 the provision of the necessary services including but not limited to water, electricity, sewerage, telephone services, storm water drainage. In this regard the Owner shall pay the connection fees and Sasol or its tenant shall pay the consumption deposits; ✓
- 7.3.2.5 a four island double skin canopy, under canopy lighting, all electrical sleeving, perimeter lighting, safe, buildings, catch pit, air-conditioning, fire extinguishers, paving/surfacing, a general retail store of a minimum of 110 square metres retail floor space, landscaping, paving, roadworks (including surfacing) and walls, ✓
- all as required by the relevant authority and all entirely to the satisfaction of Sasol; ✓
- 7.3.3 make provision for ingress to and egress from the property in full consultation with and to the entire satisfaction of Sasol. ✓
- 7.4 The Owner shall carry out the construction obligations referred to in 7.1.2 above by the employment at its own cost of one or more contractors, each of whom shall have been approved by Sasol in writing (which approval Sasol undertakes not to withhold unreasonably) and such contractors and sub-contractors shall be members of the Master Builders Association. ✓

X initials
GDA 

- 7.5 Sasol or its tenant shall, at its cost, install on loan at the property the necessary petrol and diesel dispensing equipment, related control devices, tanks, submersible pumps and pump islands for the storage and dispensing of automotive fuels (including without any limitation, lubricants and liquid petroleum gas), and such signs, devices, other advertising materials and notices, along with shop-fittings, refrigeration and related control devices for the retail store, the compressor, air lines and air gauges, as Sasol may consider appropriate in accordance with its usual terms for loan of equipment and signage, of which the Owner is aware. Notwithstanding the method of installation such equipment and signage shall remain the property of Sasol and the Owner shall advise all interested third parties of Sasol's ownership thereof. Sasol shall bear the cost of the equipment and proprietary signage, advertising material and notices, all in accordance with its brand or that of its tenant, as well as the cost of installation thereof. The nature and extent of all of the abovementioned fixtures and fittings as well as such signage, advertising material and notices shall be entirely in Sasol's discretion. Notwithstanding any provision in this 7.5, the Owner is hereby informed that Sasol or Sasol's tenants may recover the cost of or may require the dealer/operator to install/provide/pay for some of the items contained in this 7.5 as part of the standard terms and conditions of the appointment of the dealer/operator. ✓
- 7.6 The Owner shall at its cost provide -
- 7.6.1 the necessary distribution board and sufficient conduiting to the building perimeter through which contractors appointed by Sasol may commission installation of the equipment and signage referred to in 7.5; ✓
- 7.6.2 the electrical cabling for the main identity sign; ✓
- 7.6.3 the supply and installation of all equipment, signage, advertising material and notices not covered by the provisions of 7.5 which are indicated on the schedule of working drawings as approved by the relevant authorities. ✓

Neutral
 GdP 

- 7.7 The Owner shall, as soon as reasonably possible, deliver to Sasol an estimate in writing prepared by a quantity surveyor or other professional adviser in either case approved in writing by Sasol (which approval Sasol undertakes not to withhold unreasonably), in such form and supported by such evidence as Sasol may reasonably require, of the total cost of construction and other implementation of the development, including service station equipment not contemplated by the provisions of 7.5 or 7.6 above. ✓
- 7.8 Provided that Sasol has furnished the Owner with the necessary documentation for the working drawings to be drawn, the Owner shall commence with construction of the development on the property by not later than 1 April 2002 or within 30 days of written notification by Sasol to the Owner to commence the construction of the development, (whichever is the later date). The Owner will deliver a fully operational development to Sasol in a fully operational state within 3 (three) months of having commenced the development, exclusive of builders' holidays and public holidays and periods in respect of legitimate claims in terms of the current standard JBCC contract. ✓
- 7.9 If the Owner elects to commence the development of the property prior to all the conditions precedent being fulfilled and/or prior to all the relevant documentation being approved by the relevant authorities and/or prior to all of the matters envisaged in 3.2 below being achieved, then all risk shall vest with the Owner, including but not limited to changes which the relevant authorities may require. Sasol shall not be liable for any loss or damages of whatsoever nature that may be suffered by the Owner or any third party arising from such development and the Owner indemnifies Sasol against such loss or damages. ✓
- 7.10 The Owner shall at its cost -
- 7.10.1 obtain from the local authority an occupancy certificate issued by that authority in respect of the completed development; and ✓
- 7.10.2 deliver the occupancy certificate to Sasol, ✓

X mutual
GPA
W
↑

by not later than 14 days after the final completion date and prior to Sasol taking occupation of the property. The provisions of 7.11 shall apply, mutatis mutandis, to any failure by the Owner to deliver timeously the occupancy certificate to Sasol. ✓

7.11

If the Owner fails to complete the development in accordance with the design documents within the time period stipulated in 7.8 above, or such extended period as Sasol may grant in writing, the Owner shall pay to Sasol pre-estimated damages payable at R30 000,00 (THIRTY THOUSAND RAND) per month exclusive of value added tax and which damages shall be payable from the expiry of the time period in 7.8 above until the streaming date, both days inclusive. The Owner agrees that by depriving Sasol of use of the property for the purposes for which it has been hired by failing to complete the development, Sasol shall suffer reasonable damages calculated at R30 000,00 (THIRTY THOUSAND RAND) per month exclusive of value added tax. The payment of such pre-estimated damages shall not relieve the Owner from its obligation to complete the development or from any other action or liability in terms of this agreement. In the event of the delay being caused by Sasol or any of its contractors, Sasol shall compensate the Owner for all direct damages actually suffered by the Owner. ✓

7.12

If a delay is occasioned by circumstances beyond the reasonable control of the Owner, the Owner will advise Sasol thereof in writing within forty eight hours of the commencement of the delay, the expected duration of such delay and when the delay should terminate, furthermore the Owner will advise Sasol of the termination of such delay within forty eight hours of such termination. In such event Sasol shall, if reasonably satisfied that the delay is beyond the reasonable control of the Owner extend the time allocated to the development in terms of 7.8 above, by the duration of the delay provided that the cumulative effect of any or all such delay/s is not longer than 90 (ninety) days. In the event of the cumulative effect of any or all such delay/s lasting longer than 90 (ninety) days, either party shall have the right to terminate this agreement in writing. ✓

Xuntals
GDP W 7

8 DISBURSEMENT OF RENTAL

- 8.1 The first monthly rental shall be paid by Sasol to the Owner on the base date and then only after the Owner shall have performed all of the obligations referred to in 32.1 below in accordance with the provisions of clause 32 including (without any limitation) -
- 8.1.1 registration of the Bank bond; ✓
- 8.1.2 notarial registration of this agreement; ✓
- 8.1.3 registration of a second mortgage bond of not less than R3 500 000,00 (THREE MILLION FIVE HUNDRED THOUSAND RAND) plus any additional amount in respect of interest and costs, by either the Owner or Newco (as envisaged in 20.5 below) in favour of Sasol over the property for the period of this agreement, which bond shall rank after the Bank bond but ahead of any other mortgage bond. It is recorded that Sasol shall release any portion of the property (other than that portion of the property on which the development is or is to be constructed) from the operation of the lease and Sasol's second mortgage bond, in the event of the Owner subdividing any portion of the property from the property; and ✓
- 8.1.4 registration of a restraint servitude over the property in favour of Sasol and/or Exel for a period of not less than the duration of this agreement prohibiting non-service station uses of the property and prohibiting dealing therefrom in petroleum products other than those supplied and/or nominated by Sasol and/or Exel, and otherwise in substance and in form to the satisfaction of Sasol; ✓
- 8.1.5 registration of a pre-emptive rights servitude over the property in favour of Sasol for a period of not less than the duration of this agreement regarding Sasol's rights to acquire the property, ✓

(for the purposes of this clause 8, the documents and securities referred to in 8.1.2 to 8.1.5 above shall be referred to as the "Sasol securities");

Handwritten signature and initials, possibly "GOT" and "V", with a stylized logo or mark.

- 8.1.6 all other conditions precedent to such disbursements shall have been fulfilled, whether in terms of this agreement or any other agreement between the parties;
- 8.1.7 the practical completion certificate, the final completion certificate and the occupancy certificate shall have been delivered to Sasol. ✓
- 8.2 The Owner shall, as and when so requested by Sasol, do all such things as Sasol may reasonably require so as to procure and ensure that each of the servitudes referred to in 8.1.4 and 8.1.5 above are registered against the title deed of the property without delay, and so that those servitudes will rank prior to any right in or over the property other than the conditions of title currently registered against the said title deed. ✓
- 8.3 For the purpose of clarity it is recorded that the servitudes referred to in 8.1.4 and 8.1.5 above shall terminate simultaneously with the termination of this lease. ✓

9 AUTHORITIES' CHARGES IN RESPECT OF THE PROPERTY

- 9.1 Sasol shall from the base date be solely responsible for the payment of all assessment rates levied on the property. ✓
- 9.2 Sasol shall from the base date be solely responsible for all water, electricity, gas, sanitary services, sewerage and refuse removal and other similar municipal and local authority charges as may from time to time be levied by any competent authority in respect of municipal services consumed from the property. The Owner undertakes at its own cost to install a separate sub-meter in respect of water, electricity and/or gas to meter separately the consumption in respect of the development by not later than the streaming date. ✓
- 9.3 Sasol shall, to the extent reasonably practicable and if so required by the Owner, 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 9, and for which Sasol is

Handwritten signature: X untrial
GDP W 7

responsible. A party responsible for any amount levied by that authority as contemplated in the foregoing provisions of this 9 and paid by the other party shall on demand reimburse the other party for that amount. ✓

10 LICENSING AND COMPLIANCE WITH LAW

10.1 The Owner shall, at its cost, obtain and maintain all necessary approvals, consents, licences, permits or the like required from time to time for the lawful conduct of the business. Should any necessary approval, consent, licence, permit or the like for the lawful conduct of the business not be granted or renewed by the authority concerned, notwithstanding that proper application therefor shall have been made, then Sasol shall be entitled to terminate this agreement by written notice to the Owner of not less than 30 (thirty) days, given within 30 (thirty) days after refusal of that application by that authority, unless the refusal or granting of such licence, permit or the like is solely due to the fault of Sasol. Should Sasol 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. Sasol shall take all reasonable steps to ensure that all necessary approvals, consents, licences, permits or the like for the lawful conduct of the business are granted and renewed. ✓

10.2 Sasol shall conform to all provisions of law affecting the lawful conduct of the business and shall not contravene or permit any contravention of the conditions of title under which the property is held, provided the Owner delivers a copy of the title deeds and any relevant Town Planning Ordinances to Sasol by not later than the signature date. The foregoing provisions of this 10.2 above shall not apply with respect to any provision of the said conditions of title of which a copy has not been so delivered by the Owner to Sasol. ✓

11 ENJOYMENT, SUB-LETTING, CESSION AND DELEGATION

11.1 Throughout the duration of this agreement, Sasol shall be entitled to the exclusive use and occupation of the property.

11.2 Sasol shall be entitled to -

X antab
GAP  ↑

- 11.2.1 sub-let or give up occupation or possession of the property (or any portion thereof) without the Owner's consent and without reference to the Owner. However, Sasol shall remain liable to the Owner for the obligations undertaken by it in terms of the provisions of the agreement. Sasol shall be entitled to require the registration of such sub-lease against the title deeds of the property. Sasol's tenant shall in turn be entitled to sub-sub-let the property and the service station to the operator/dealer thereof; ✓
- 11.2.2 cede to anyone any or all of its rights under this agreement, or may delegate to anyone any or all of its obligations, or may assign to anyone any or all its rights and obligations, (including without any limitation, accrued and future rights and obligations), under this agreement without the Owner's consent and without reference to the Owner, but in the event of any such cession, delegation or assignment shall remain bound to the Owner as surety for the assignee. ✓

12 SASOL'S RIGHTS REGARDING THE BUSINESS

- 12.1 Sasol shall be entitled from time to time during the duration of this agreement to affix, paint, show, display, exhibit and carry out all such advertisements, advertising and other signs, notices, devices and decorative work as Sasol deems fit in, to and on the exterior (including the roof) and the interior of the property, at its cost. ✓
- 12.2 Sasol shall be entitled from time to time during the currency of this agreement to install and use and permit the installation and use in, on or about the property and to alter, remove or permit the alteration or removal from, in or about the property of such pumps, tanks and other equipment for the handling, storage, use, sale, dealing in or distribution of automotive fuels (including without any limitation, lubricants and liquid petroleum gas) as Sasol in its discretion deems fit, at its cost. ✓
- 12.3 Sasol shall be entitled from time to time during the duration of this agreement to remove all advertisements, advertising and other signs,

X metals
JP W Y

notices, devices and decorative work referred to in 12.1 above, and all pumps, tanks and other equipment referred to in 12.2 above from the property. At the termination or expiry of this agreement the Owner may, if Sasol advises the Owner that it does not wish to remove tanks and other equipment, excluding the pumps referred to in 12.2 above, elect to either purchase from Sasol all tanks and other equipment, excluding the pumps referred to in 12.2 above at a price agreed to between the Owner and Sasol, or failing agreement at Oil Industry rates. Any removal of the tanks, pumps and other equipment from the property shall be at Sasol's own cost. The right in favour of the Owner to purchase such tanks and equipment, shall only be exercisable if Sasol in its sole discretion determines that the tanks and equipment comply with Sasol's standards and specifications for environmental protection. ✓

13 MAINTENANCE OF THE PROPERTY


13.1 Sasol shall, at its own cost, at all times during the duration of this agreement, keep and maintain the property, and at the expiry or earlier termination of this agreement redeliver the property to the Owner, in good condition, order and repair, fair wear and tear excepted, and except for destruction thereof or damage thereto from a cause against which insurance cover may be commercially available. ✓

13.2 Subject to 13.1, Sasol shall be entitled to paint or otherwise decorate the exterior of the property, or any part thereof, as and when and how, including but not limited to such colour schemes, as it deems fit. ✓

14 ALTERATIONS AND ADDITIONS

14.1 Sasol shall be entitled (not obliged) to carry out at its own cost any alterations or additions to the property (whether structural or otherwise) -

14.1.1 which may be required from time to time by any competent authority as a condition for the granting or renewal of any license, permit or the likes for the conduct of the business; or

X initials
G2P  Y

14.1.2 which Sasol may reasonably determine will be beneficial for the business, subject to the consent of the Owner having been obtained, which consent may not be unreasonably withheld. ✓

14.2 Subject to the other provisions of this agreement, Sasol shall not be entitled to any compensation for any alterations or additions which it may make from time to time to the property pursuant to the provisions of 14.1 above. ✓

14.3 Sasol shall be entitled but not obliged, at its cost, from time to time during the period of or on termination of this agreement, to remove any alterations or additions not of a permanent nature made by Sasol to the property. In such event, Sasol shall reinstate the property to its former condition, fair wear and tear excepted, and except for the destruction thereof or damage thereto from a cause against which insurance cover may be commercially available. ✓

15 **THE OWNER'S ACCESS TO THE PROPERTY**

15.1 Sasol shall not unreasonably refuse the Owner access to the property, either by their agents or workmen to inspect the property and to execute and carry out any repairs, structural alterations or structural additions or other necessary work in connection with the property which the Owner may be obliged to carry out in terms of this agreement. The Owner undertakes that it will not unduly or unreasonably interfere with the conduct of the business during the progress of such work. Subject thereto and to the provisions of below, Sasol shall not have any claim of any nature whatsoever for damages or otherwise against the Owner as a result of reasonable interference with the use and occupation by Sasol of the property or the conduct of such business caused by such work. ✓

15.2 Sasol shall be entitled to have the duration of this agreement extended by the period that the property cannot be used for the business occasioned by such work *pro rata* to the extent to which Sasol is deprived of the use of the property for the purposes for which it was hired. Failing agreement as to the said extension, such dispute shall be determined by arbitration in terms of 26 below. ✓

X initials
GDP W ↑

16 INSURANCE

16.1 From the base date Sasol shall insure and keep insured with SA Eagle Risk Financing Limited (or any other insurance company, in Sasol's sole discretion) the buildings and other improvements on or constituting the property and such other improvements as may from time to time be erected thereon, to the full replacement value thereof from time to time, against accidental physical loss or destruction of or accidental damage to the property as well as any loss or damage resulting from fire, malicious damage, political unrest, and any Act of God. Sasol shall note the Bank's interest against the relevant insurance policy should the Bank in writing require Sasol to do so. It is recorded and agreed that it shall be the obligation of the operator referred to in 34 below to obtain, at its cost, public liability insurance. ✓

16.2 The Owner shall, while the development is still under construction and up to the base date, insure the property against the risks referred to in 16 for the full replacement value thereof. ✓

17 DESTRUCTION

17.1 Should the property be destroyed or damaged either wholly or partially during the period of this agreement, then subject to the provisions of this agreement, including but not limited to the other provisions of this clause 17, this agreement shall not be terminated but Sasol shall at its own cost reinstate the property without delay (but in any event not later than 12 months after the date of destruction) and the period of this agreement shall, at the option of Sasol, (which shall be notified to the Owner within 30 (thirty) days after the reinstatement of the property), be extended by the period which it shall have taken to reinstate the property. ✓

17.2 Should Sasol reasonably determine that the prejudice to it or the likely delay in reinstatement of the property would be such as to justify termination of this tenancy, then it may terminate this agreement by notice to the Owner within sixty days after such damage or destruction or

X initials
GDP W ^

prior to the commencement of reinstatement construction operations, whichever may be the later. ✓

17.3 Should Sasol elect to terminate this agreement in terms of 17.2 above, then Sasol shall -

17.3.1 if the Owner owes any monies to the Bank under and in terms of the Bank bond, pay the proceeds of the insurance contemplated in 16 above ("the insurance proceeds") (if any) to the Bank; or ✓

17.3.2 if the Owner owes no monies to the Bank under the Bank bond, pay the insurance proceeds (if any) to the Owner. ✓

It is recorded that the Owner has agreed to cede to the Bank its right, title and interest to the insurance proceeds. The Owner confirms that Sasol shall, in determining whether to pay the insurance proceeds in terms of 17.3.1 or 17.3.2, be entitled to rely on a written instruction to Sasol by a Manager of the Bank. ✓

18 CANCELLATION FOR BREACH BY SASOL

18.1 Should Sasol breach any of its obligations in terms of this agreement reasonably capable of being remedied, and fail to remedy such breach within 30 (thirty) days after receipt of written notice by the Owner to Sasol requiring Sasol to remedy that breach, then the Owner shall be entitled, 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 30 (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 Sasol, preventing Sasol from so remedying such breach within the said period of 30 (thirty) days, then Sasol shall be allowed such additional periods as may reasonably be required therefor. ✓

18.2 Should the Owner purport to cancel this agreement, and should Sasol dispute the validity of that cancellation and fail to vacate the property, then pending the determination of that dispute, Sasol shall continue to perform every obligation undertaken by it in terms of the provisions of this



K. nuthals
GDP ▼ ↑

agreement as if such cancellation had not occurred, and the Owner 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 Owner in pursuit of its rights and remedies in terms of the provisions of this 18.2 shall in any way prejudice or derogate from the cancellation previously asserted against Sasol. Performance by Sasol of its obligations during that period shall, should the dispute be determined in favour of the Owner, be deemed to be payment on account of damages sustained by the Owner, which the Owner may retain as security therefor until its damages have been liquidated and set-off can be applied. ✓

19 **CANCELLATION FOR BREACH BY THE OWNER**

19.1 Subject to the provisions of 19.2 below, should the Owner commit a breach of any of the provisions of this agreement, and fail to remedy that breach prior to the expiry of written notice of not less than 30 (thirty) days given by Sasol to the Owner calling on it to remedy that breach, Sasol shall be entitled to terminate this agreement forthwith by written notice of cancellation to the Owner. Provided that if such breach is not reasonably capable of being remedied within the said period of 30 (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 Owner prevent the Owner from so remedying such breach within the said period of 30 (thirty) days, then the Owner shall be allowed such additional periods as may reasonably be required therefor. ✓

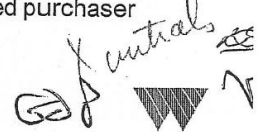
19.2 Notwithstanding anything to the contrary herein contained, should the Owner commit any breach of this agreement, after having committed no fewer than two other breaches of this agreement within the immediately preceding period of one year with respect to each of which breach Sasol has given the Owner written notice to remedy that breach as contemplated by the provisions of 19.1 above, Sasol shall be entitled to terminate this agreement forthwith by written notice of cancellation to the Owner.

X initials
GAT  

- 19.3 Nothing contained in this clause 19 shall preclude, limit, derogate from or otherwise prejudice the enforcement by Sasol of any right of cancellation which it may have at common law or in terms of this agreement or any other agreement with the Owner, the provisions of this clause 19 being intended to supplement, and not to replace, any such right.
- 19.4 Should this agreement be terminated by Sasol in terms of any of the provisions of this clause 19, then the Owner shall pay to Sasol -
- 19.4.1 all assessment rates, taxes, imposts and charges paid by Sasol in respect of the property in terms of 9 above in respect of any period after the occurrence of the event giving rise to termination; ✓
- 19.4.2 such insurance premiums as may have been paid by Sasol in terms of 16 above in respect of any period after the occurrence of the event giving rise to termination; and ✓
- 19.4.3 such value added tax as may be payable in respect of the refunds contemplated in this 19.4.1. ✓

20 **PRE-EMPTIVE RIGHTS**

- 20.1 Should the Owner at any time during the period of this agreement wish or attempt to sell or dispose of or alienate the property, then Sasol shall have the first right of acquiring the property, at the same price and upon the same terms and conditions as are offered therefore by any *bona fide* third party and which the Owner is prepared to accept, provided that Sasol exercises such right within sixty days following that upon which notice in writing has been received by it from the Owner advising Sasol of the offer to purchase received, the name, the 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 Sasol not exercise the right to purchase hereby granted to it, when called upon to do so, then the Owner shall be entitled to sell or dispose of or alienate the property available for sale, provided that, except with the previous written consent of Sasol, no such sale shall be effected at a price lower and/or on terms and conditions substantially more favourable to the proposed purchaser

central


and conditions substantially more favourable to the proposed purchaser or transferee than those so communicated to Sasol. Any variations in the terms and conditions so communicated to Sasol shall be regarded as a new offer to which the foregoing provisions of this 20 shall apply.

20.2 Should Sasol not exercise its rights in terms of 20.1 above, it then shall be a condition of any sale, disposal or alienation of the property 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 20 in the case of a further sale, disposal or alienation of the property or any portion thereof.

20.3 The Owner undertakes to Sasol duties of utmost good faith and full disclosure in connection with its obligations in terms of the provisions of this 20.

20.4 Should Sasol purchase the property pursuant to this 20 or otherwise -

20.4.1 this agreement shall terminate on the date on which the property is registered in the name of Sasol; and ✓

20.4.2 the Owner shall refund all rentals and amounts in respect of the items envisaged in 19.4.1 to 19.4.3 (inclusive) paid by Sasol in respect of the period after the transfer date. ✓

20.5 Notwithstanding the provisions of 20.1 to 20.4 (inclusive) above, Sasol's pre-emptive rights shall not apply in the event of the Owner selling, disposing of or alienating the property within the period from the streaming date to 6 (six) months thereafter, to a property holding company or close corporation approved in writing by Sasol ("Newco"), provided that -

20.5.1 Newco passes and registers a second bond over the property in favour of Sasol for a capital amount of R3 500 000,00 as envisaged, mutatis mutandis, in 8.1.3 above; ✓

GUP
W T

20.5.2 the deed of transfer of the property to Newco remains subject to this lease and the servitudes referred to in 8.1.4 and 8.1.5 above and Newco assumes and binds itself to all the provisions of this lease, including the provisions of 20.1 to 20.4 (inclusive) above. ✓

Any costs, including all legal costs on the attorney and own client scale, that may be incurred by Sasol as a consequence of the sale, disposal of or alienation to Newco in terms of this 20.5, including the cancellation, any re-registration and registration of any agreements or securities between Sasol and the Owner or Newco (as the case may be) and any third party regarding the property shall be for the account of Newco. Should such sale, disposal or alienation occur after such 6 (six) month period, then the provisions of 20.1 to 20.4 (inclusive) above shall apply. ✓

21 **FIRST REFUSALS TO RE-HIRE ON TERMINATION AND IN RESPECT OF AUTOMOTIVE FUEL, ALL PETROLEUM PRODUCTS AND OTHER PRODUCTS IN CONNECTION WITH THE BUSINESS**

For a period of 365 days after termination of this agreement for any reason other than cancellation by the Owner in consequence of the default of Sasol -

21.1 the Owner shall not re-let the property to anyone other than Sasol on any terms without having offered to re-let the same to Sasol on those terms, and Sasol shall not have accepted that offer within 60 (sixty) days after it shall have been properly made in writing; and ✓

21.2 coupled with the right contained in 21.1, Sasol will have the first right of concluding with the Owner an agreement for the supply of automotive fuel and/or petroleum products (including without any limitation, lubricants and liquid petroleum gas) (collectively hereinafter referred to as "petroleum products") and/or any other products in connection with the business conducted or to be conducted on the property (hereinafter referred to as the relevant business) subsequent to such termination on the basis that -

21.2.1 it shall be in accordance with such prices, terms and conditions as are offered by a bona fide third party and which the Owner is prepared to accept. Provided that to the extent that any such

OS
GDP
W

reference to another supplier's list prices, Sasol 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 which the Owner is so prepared to accept, shall be determined by reference to Sasol's wholesale list selling price for such automotive fuels and/or petroleum products. ✓

21.2.2 Sasol may exercise this right within sixty days after the date on which written notice has been received by Sasol 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 Sasol to exercise the said right; ✓


21.2.3 any variation in the price or in any other term and condition of any offer which the Owner is prepared to accept from those communicated to Sasol shall constitute a new offer which must be communicated in writing to Sasol at once, in respect of which Sasol shall have the same first right for sixty days set out above as from the date on which such new offer is first communicated to it. ✓

21.2.4 should Sasol not exercise this right, then the Owner will be entitled to contract with the third party in accordance with the prices, terms and conditions communicated to Sasol in accordance with the provisions of the sub-clauses of this 21.2; ✓

21.2.5 notwithstanding anything to the contrary in this agreement or elsewhere, the Owner shall not contract with a third party for the supply of automotive fuels and/or petroleum products to or in connection with the relevant business either -

21.2.5.1 during the currency of this agreement or this tenancy; or ✓

21.2.5.2 otherwise than by acceptance of an offer in accordance with the procedure hereinbefore contemplated after termination of this agreement; ✓


Kautab
GSA  7

- 21.2.5.3 in conflict with any servitudinal restraint in favour of Sasol over the property;
- 21.2.5.4 the provisions of clauses 21.1 and 21.2 shall continue to apply until the 365th day after the date of termination of this agreement even if the Owner shall validly have concluded an agreement with someone else during that period, so that should that other agreement terminate prior to that anniversary, Sasol's first refusal rights as set out in clauses 21.1 and 21.2 shall be re-instated. ✓

- 21.3 The Owner acknowledges that it owes Sasol duties of utmost good faith and full disclosure with respect to the implementation of clauses 21.1 and 21.2. ✓
- 21.4 Sasol acknowledges that it may not exercise the rights contained in 21.1 and 21.2 severally, but may only exercise the rights contained in 21.1 and 21.2 jointly. ✓

22 REAL RIGHTS AND REGISTRATIONS

- 22.1 The Owner shall not permit the registration or other constitution of any real right in or in connection with the property or any portion of the property, whether by way of servitude or otherwise howsoever without the prior written consent of Sasol. ✓
- 22.2 Sasol shall be entitled to have this agreement registered against the title deed of the property and the Owner undertakes that it shall on request by Sasol do all and whatsoever Sasol may reasonably require in this regard. ✓
- 22.3 Sasol shall be entitled to have any sub-leases registered against the title deeds of the property, and the Owner shall on request by Sasol do all and whatsoever Sasol may reasonably require in this regard. ✓
- 22.4 The provisions of this agreement shall be binding on every successor in title to the property, whether or not such provisions in any particular respect may be incidental to the relationship of landlord and tenant and

GJA *Xunitab*


the Owner (and each successor) undertakes to ensure that such result is achieved. ✓

22.5 As security for the obligations of the Owner to Sasol under this agreement and the servitudes referred to in 8.1.4 and 8.1.5 above and as security for any other indebtedness which the Owner may at any time and from time to time have to Sasol, the Owner shall register a second mortgage bond over the property as provided for in 8.1.3 above. ✓

23 APPLICATIONS


23.1 The Owner undertakes not to proceed with any applications to any authority in any way relating to the property (including but not limited to its permitted use), without the prior written consent of Sasol, which consent shall not be unreasonably withheld. If required by Sasol in writing to proceed with any application, the Owner shall so proceed with all due diligence, all at Sasol's cost. ✓

23.2 Sasol shall be entitled, at its own cost to make all and whatsoever applications it may deem fit in connection with the business and the development of an automotive fuel filling and service station, motor garage and related retail activities on the property, whether in its own name or in the name of the Owner, and the Owner shall sign whatever documents Sasol may reasonably require in that regard. ✓

24 SASOL'S RIGHT TO REMEDY THE OWNER'S DEFAULTS

24.1 Should the Owner breach any of its obligations in terms of the provisions of this agreement, then Sasol may (without prejudice to any other right or remedy which it may have) do all such things as may be required to remedy that breach on behalf of the Owner and shall be entitled on demand to recover from the Owner the cost of so doing or incurred by it in connection therewith. ✓

24.2 For the purposes envisaged in 24.1 above, the Owner hereby grants to Sasol, with power of substitution, an irrevocable power of attorney in rem suam to do all such things and sign all such documents in the name,

GPA Xentral


place and stead of the Owner as Sasol may reasonably require in regard thereto. ✓

25 LEGAL COSTS

25.1 Sasol shall bear and pay all of Werksmans costs of and incidental to the negotiation, drawing and execution of this agreement as well as all other documents incidental to this transaction. ✓

25.2 The Owner shall bear and pay -

25.2.1 all of its own attorney's fees and costs; ✓

25.2.2 the valuation required for the purpose of paying stamp duty under the proviso to paragraph 14(1) of the First Schedule to the Stamp Duties Act No 77 of 1968. ✓

25.3 Sasol shall bear and pay all conveyancing fees, stamp duty and disbursements payable in relation to the registration of the Sasol securities referred to in 8.1.2, 8.1.3, 8.1.4 and 8.1.5 above. ✓

25.4 Should any award of costs be made by any court or arbitrator against either party with respect to any matter arising out of or in connection with this agreement, then such costs may be taxed and shall be paid, as between attorney and own client. ✓

26 DISPUTE RESOLUTION

26.1 If any dispute or difference shall arise between the parties out of or in relation to or in connection with this agreement, or the interpretation thereof, or any breach thereof, or its termination, both while in force and after its termination, the party claiming such dispute or difference, shall forthwith advise the other in writing thereof. Within 30 (thirty) days of receipt of such notice, the parties shall meet and negotiate in good faith in order to resolve such dispute or difference. ✓

GJA
Kuntal
W

- 26.2 Should the parties fail to resolve such dispute or difference within the aforesaid period or such longer period as the parties may agree, such dispute or difference shall be dealt with as herein further provided. ✓
- 26.3 The dispute shall be referred to arbitration which shall be conducted in terms of the rules of the Arbitration Foundation of Southern Africa ("AFSA") and on the following basis -
- 26.3.1 the arbitrator shall be an expert agreed on by the parties, or failing agreement, appointed by AFSA; ✓
- 26.3.2 the arbitration shall be held at AFSA's property in Sandown, Gauteng, or such other venue as shall be determined by the arbitrator having taken regard of the convenience of the parties; ✓
- 26.3.3 the parties consent to the arbitration being dealt with on an urgent basis in terms of the AFSA rules should either party require the arbitration to be held urgently. In such event the parties agree to apply jointly to the AFSA Secretariat as required by the rules to facilitate such urgent arbitration; ✓
- 26.3.4 the arbitrator's decision shall be final and binding and may be made an order of any court of competent jurisdiction; ✓
- 26.3.5 this clause constitutes an irrevocable consent by the parties to any proceedings in terms thereof and no party shall be entitled to withdraw therefrom or to claim at any such proceedings that it is not bound by this clause; ✓
- 26.3.6 this clause is severable from the rest of this agreement and shall remain in effect even if this agreement is terminated for any reason; ✓
- 26.3.7 this clause shall not preclude any party from obtaining relief by way of motion proceedings on an urgent basis or from instituting any interdict, injunction or any similar proceedings in any court of competent jurisdiction pending the decision of the arbitrator; ✓

Handwritten initials and symbols: "GDP", a triangle with a checkmark, a circle with a checkmark, and an arrow pointing up.

26.3.8 the provisions of the Arbitration Act, 1965 as amended shall not apply in respect of this clause or any other provision of this agreement. ✓

27 DOMICILIUM AND NOTICES

27.1 The following addresses shall constitute the domicilium citandi et executandi of each party -

27.1.1 the Owner- 1 Osborne Avenue
Gillooly's View Office Park
Block B
Bedfordview
Telefacsimile : (011) 615 7832
(Attention : The Director)


27.1.2 Sasol 32 Hill Street
Ferndale
Randburg
2194
Telefacsimile : (011) 889 7979
(Attention: The Property Development Manager)

27.2 Each of the parties shall be entitled from time to time, by written notice to the other, to vary its domicilium to any other physical address within the Republic of South Africa. ✓

27.3 Any notice given and any payment made by any party to the other which -

27.3.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be rebuttably presumed to have been received by the addressee at the time of delivery; ✓

27.3.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee domicilium for the time being shall be rebuttably presumed to

K. Muthal
GDP  1.

have been received by the addressee on the seventh day after the date of posting; ✓

27.3.3

is sent by telex or facsimile copier during the normal business hours of the addressee to the addressee's domicile for the time being shall be rebuttably presumed to have been received on the next business day after the date of successful transmission thereof. ✓

28

INTEGRATION, VARIATION AND WAIVER

28.1

This agreement read with its annexures constitutes the sole record of the agreement between the parties in regard to the subject matter hereof. ✓

28.2

Neither party may rely on any representation which allegedly induced that party to enter into this agreement, unless the representation is recorded in this agreement. ✓

28.3


This agreement replaces any other agreement (including prior drafts), whether oral or in writing, pertaining to the subject matter hereof and in the event of conflict, the provisions of this agreement shall prevail. ✓

28.4

No alteration of this agreement 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 agreement (including but not limited to any consensual termination of this agreement) shall be deemed to constitute an alteration of this agreement. ✓

28.5

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 28.5 it is recorded that mere delay in either party's availing himself or itself or any right, power, benefit or opportunity shall not in itself be sufficient to constitute a waiver thereof. ✓

X initials
GPA   

28.6 No relaxation, indulgence or other failure or delay by a party in enforcing that party's rights strictly shall constitute a novation of the provisions of this agreement 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). ✓

29 **MISCELLANEOUS**

29.1 This agreement shall be binding on all such successors in title and assignees and liquidator of the Owner and Sasol. ✓

29.2 Subject to 5.5, the Owner shall not cede any right or delegate any obligation under this agreement which may arise or may have arisen pursuant thereto or in connection therewith without the prior written consent of Sasol, which consent may not be unreasonably withheld. ✓

29.3 Subject to any limitations contained elsewhere in this agreement, the Owner and Sasol may exercise any right or perform any obligation in terms of the provisions of this agreement through any contractor or nominee appointed by it for the purpose. ✓

29.4 Unless otherwise specified, any right of Sasol in terms of the provisions of this agreement to require, prescribe or direct anything, may be exercised by Sasol on written notice to the Owner and may (at Sasol's option from time to time) be exercised for periods of limited or specified duration. ✓

29.5 Should Sasol in conflict with the provisions of this agreement, do or omit to do anything required in this agreement in bona fide compliance with any official directive purporting to have been issued under any lawful authority, such act or omission shall not constitute a breach of this agreement. ✓

29.6 Should reasonableness on the part of either party be an issue in connection with any provision of this agreement, the burden of proving reasonableness shall be on the party disputing reasonableness. ✓

X initials
GPA
W
↑

- 29.7 No trustee, provisional liquidator, liquidator, provisional judicial manager or judicial manager of any party may cede any of its rights or delegate any of its obligations under this agreement. ✓
- 29.8 Each of the parties to this agreement warrants that it has the necessary authority and legal right to execute, deliver and perform the obligations imposed upon it in terms of this agreement and that the execution of this agreement has been and/or will be duly authorised by all necessary actions of the party and its officers and officials, and that any obligations arising from this agreement are valid and binding on such party. ✓
- 29.9 Notwithstanding that this agreement is entered into by Sasol with the Owner, the Owner shall be entitled to substitute another company or close corporation in its place, and/or may take transfer of the property into another entity (whether a company or close corporation or trust) and lease the property to any company or close corporation, in which event the property shall be sub-let to Sasol on the terms and conditions contained herein, mutatis mutandis. ✓
- 30 **SOLE RISK**
- 30.1 The parties hereby record that any work effected by the Owner on the property in anticipation of this agreement or any other agreement between the parties becoming unconditional shall be at the sole risk and expense of the Owner and Sasol shall not be held liable for any loss or damages of whatsoever nature that may be suffered by the Owner or any third party arising from such work. The Owner hereby indemnifies Sasol against any such loss or damages. ✓
- 30.2 Sasol shall further not be held liable for any loss or damages of whatsoever nature that may be suffered by the Owner or any third party should this agreement or any other agreement between the parties be terminated by Sasol in terms of 7.11 above or as a consequence of the Owner's breach whether prior to or after the completion of the development and the Owner indemnifies Sasol against such loss or damages. ✓

GDP Xautab
W 7

30.3 Clause 30.1 above and this clause 30.3 are severable from the rest of this agreement and shall remain in effect even if this agreement is terminated for any reason. ✓

31 **NO AGENT INTRODUCTION**

The Owner warrants to Sasol that no agent has been the effective cause of or involved in the purchase by the Owner of the property. The Owner indemnifies Sasol against any claim, which any agent may have in respect of the property. ✓

32 **RESOLUTIVE CONDITION**

32.1 The whole of this agreement is subject to the resolute condition ("the resolute condition") that by not later than 31 March 2002 ("the resolute date") -

32.1.1 this agreement and all the other agreements ancillary and relating to this transaction have been signed by the parties thereto;


32.1.2 the property shall be a separate registrable erf in a proclaimed township;

32.1.3 transfer of the property into the name of the Owner has been registered in the relevant Deeds Registry, and the Owner has provided Sasol with proof of purchase and registration of transfer, to the satisfaction of Sasol;

32.1.4 all of the Sasol securities referred to in 8.1.2 to 8.1.5 (inclusive) have been registered in the appropriate Deeds Office; and

32.1.5 the building plans relating to the development (and containing all of the standards and specifications of Sasol and its tenant) have been approved by all relevant authorities, at the Owner's cost.

32.2 The parties shall use their best endeavours to procure the achievement of the matters envisaged in 32.1.1 to 32.1.5 (inclusive) above and if any of the matters envisaged in 32.1.1 to 32.1.5 (inclusive) above are not

GPA *X initial*


achieved by the resolute date then Sasol shall be entitled by giving written notice to the Owner, within 14 (fourteen) days after the resolute date, to cancel this agreement and all other agreements incidental hereto, and in this event this agreement and the incidental agreements shall be of no further force or effect and the parties shall as soon as possible thereafter be restored to the respective positions which they would have been in had this agreement and the incidental agreements not been concluded. ✓

32.3 The resolute conditions are expressed to be for the benefit only of Sasol. By giving written notice to the Owner at any time prior to 17:00 on the resolute date Sasol shall be entitled to waive all or any of the resolute conditions or to extend the resolute date to any other date. ✓

33 **VALUE ADDED TAX**

Save as otherwise stated in this agreement, all amounts stated in this agreement are exclusive of value added tax, and insofar as any value added tax is payable on any such amounts, it shall be borne by the party making the payment in question. ✓


34 **DEALERSHIP**

It is recorded and agreed that -

34.1 the Owner has required as a condition of this agreement that Sasol's tenant shall sub-sub-let the development to an operator nominated by the Owner and approved by Sasol. The sub-sub-lease shall be on Sasol's tenant's standard terms and conditions, which may include the investment in equipment by the operator as well as the payment by the operator of "goodwill" monies; ✓

34.2 the Owner has nominated Pegasus Oil Development Company (Proprietary) Limited as the operator;

34.3 any further changes or appointments of the operator shall only be made by Sasol's tenant. ✓

GDP ✓ initial


35

ADDITIONAL SIGNAGE

Notwithstanding anything to the contrary herein contained, should the Owner require and should Sasol, in its sole and absolute discretion, give written approval then the Owner shall be entitled to erect signage on an area of the property which shall not exceed 20 square metres and in such a place on the property, position, format and size as Sasol may in its sole discretion approve, provided that such signage shall not, however, obstruct any other signage erected on the property by Sasol or Sasol's tenant, nor shall it detract from the aesthetic appearance of the development and nor shall it interfere with the business or the visibility of the development. Any signage erected by the Owner in terms hereof shall be maintained by the Owner in good order and repair at the Owner's cost. Should the Owner remove such signage at any time during the period of this lease, then it shall, at its cost, immediately thereafter re-instate that area of the property on which the signage was located and make good any damage to the property or the development as a result of such removal.

Signed at *BEDFORDVIEW*

on *30 APRIL*

2002

*X GdA
Pampelo*

for *MacBeal* Property Development
(Proprietary) Limited

X GdA

[Signature]

[Signature]

[Signature]
who warrants that he is duly
authorised hereto

Signed at

on

2002

for Sasol Oil (Proprietary) Limited

who warrants that he is duly
authorised hereto

