ANNEXURE F10

RMB Funding Agreement relating to R25,000,000 facility and application of funds

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Reg No. 1929/001225/06
An Authorised Financial Services Provider

RAND MERCHANT BANK
A division of FirstRand Bank Limited

Mr. Mbuso Dlamini, Friedshelf 1287 (RF) Proprietary Limited and the Mbuso Dlamini Family Trust
(collectively the "Dlamini Entities")
3rd Floor
China Construction Bank Building
95 Grayston Drive
Sandton

AMENDMENT TO CURRENT FUNDING ARRANGEMENT

Dear Mr. Mbuso Dlamini,

Introduction

We refer to Loan Facility Agreement, Class "A" Preference Share Subscription Agreement and Class "B" Preference Share Subscription Agreement between FirstRand Bank Limited and Friedshelf 1287 (RF) Proprietary Limited (collectively the "Facility Agreements") signed on or about 13 December 2011. Capitalised terms used but not defined herein shall have the same meanings given to those terms in the Facility Agreements.

Rand Merchant Bank, a division of FirstRand Bank Limited ("RMB"), has considered the Dlamini-Entities' request for additional liquidity against the investment in ordinary shares and Associated Instruments (as defined in the Actom Investment Holdings (Pty) Ltd Shareholders Agreement) (collectively the "Actom Investment") held by the Dlamini Entities in Actom Investment Holdings (Pty) Ltd ("Actom").

RMB understands that the Dlamini Entities are looking for an additional R25 million of funding against the Actom Investment.

RMB would be willing to advance an additional R26 million of funding against the Actom Investment under the existing Facility Agreements, subject to the amendments of the Facility Agreements as set-out in Annexure A to this letter. This additional advance and amendment to the Facility Agreements will result in an additional fee of R750,000 and a change in Dividend Rights of the Class "B" Preference Shares as contained in Annexure A. Up to R250,000 of the facility will be available to fund pre-agreed directly associated legal fees and cost incurred but the Dlamini Entities pursuant to the amendment of the funding arrangement.

RMB will advance the R26 million on the condition that it will be utilized to repay the PEG HR facility owed to RMB (R20m), Rates & Taxes to Ethekwini Municipality (R5m) as well as a facility fee to RMB (R750,000). These payments will be paid directly from the Friedshelf 1287 (RF) Proprietary Limited bank accounts held by RMB to RMB (R20.75m), Ethekwini Municipality (R5m) and lawyers and service providers up to R250,000 (most efficient structure to be agreed).

Directors: G T Ferreira (Chairman) S E Nxasana (Chief Executive Officer) V W Bartlett J P Burger L L Dippenaar D M Falck P M Goss P K Harris W R Jardine E G Matenge-Sebesho Z B Ntsaluba R K Store B J van der Ross R A Williams Company Secretary: B W Unser

RMB Divisional Board: P K Harris (Chairman) M W Pfaff (Chief Executive Officer) L-P Collet (Chief Strategic Officer) M G Field (Chief Financial Officer) P R Gent (Chief Operating Officer) D N Prout-Jones (Chief Investment Officer) J P Burger D J A Craig S Das L L Dippenaar G T Ferreira D A Frankel P M Goss R P Gouws S E Nxasana K Pillay S E N Sebotsa R K Store

This letter shows the indicative terms on which RMB would consider providing the required funding.

Implementation

The final implementation of this transaction is subject to the suspensive conditions listed in Annexure A.

Acceptance

Following acceptance of this offer, the parties will dedicate significant time and resources to concluding the transaction. By signing the term sheet, you agree to pursue the transaction in good faith and you grant exclusivity to RMB to conclude the transaction or a similar transaction from the date of signature of this letter.

By signing this letter you also authorise RMB to engage with Actom and the Actom shareholders to obtain the necessary approvals (to the extent required) for the amendment of the funding arrangements as set-out in this letter. However, obtaining the relevant Actom board and shareholder approvals remain the responsibility of the Dlamini Entities

We trust that the above terms and conditions will be acceptable to all parties to this transaction.

The provisions and undertakings of this letter will only be valid if it is signed by both parties on or before 14 February 2014.

Should you wish to discuss the contents of this term sheet further, please do not hesitate to contact Neels Els on (011) 282 8176 or Shamal Mahabir on (011) 282 4542.

Yours sincerely,

NEELS ELS
For and on behalf of
FirstRand Bank Limited
(acting through its Rand Merchant Bank division)

For and on behalf of
FirstRand Bank Limited
(acting through its Rand Merchant Bank division)

Mr. Mbuso Dlamini, acting on behalf of the Mbuso Dlamini Family Trust
Who hereby warrants that he is duly authorised

EPHRAIM MBUSO DLAMINI acting on behalf of the Mbuso Dlamini Family Trust
Who hereby warrants that he/she is duly authorised

Mr. Mbuso Dlamini

Mr. Mbuso Dlamini, acting on behalf of Friedshelf 1287 (RF) Proprietary Limited
Who hereby warrants that he is duly authorised

EPHRAIM MBUSO DLAMINI acting on behalf of Friedshelf 1287 (RF) Proprietary Limited
Who hereby warrants that he/she is duly authorised

Annexure A: Amendments to the Finance Documents and key salient terms

Additional Advance	Up to a maximum of R26 million additional advance under the Loan Facility Agreement
Interest rate	2% above FNB Prime overdraft rate ("Prime") (NACM) (as per the existing Loan Facility Agreement)
Non-refundable Structuring Fee on Additional Advance	R750 000 plus VAT
Relevant Percentage	This will be amended from "13.2%*" to "19.25%" * Please note that this percentage was originally 12% but was subsequently adjusted to an effective rate of 13.2% in terms of an adjustment notice sent to Friedshelf 1287 (RF) Proprietary Limited on 8 March 2012 with the abolishment of STC and the introduction of Dividend Tax.
Dividend Rights of the Class "B" Preference Shares	The definition of "B" per clause 10.2.1.1 will be amended from "6.6%*" to "13.33%" * Please note that this percentage was originally 6% but was subsequently adjusted to an effective rate of 6.6% in terms of an adjustment notice sent to Friedshelf 1287 (RF) Proprietary Limited on 8 March 2012 with the abolishment of STC and the introduction of Dividend Tax.
Legal costs and expenses	All costs and expenses incurred pursuant to the amendment of the funding arrangement is for the account of the Diamini Entities. Up to a maximum of R250,000 of the Additional Advance will be available to fund pre-agreed directly associated fees and expenses.
Other terms and conditions	As per the current Facilities Agreements.
Conditions Precedent	These include, inter alia: • Approval by the RMB Investment Committee • Actom Shareholder and Actom board approval to the extent required • Amendment of the legal agreements to effect the amendments

above and any other consequential amendments to the satisfaction of the RMB

- Tax and legal opinions to the satisfaction of RMB on the proposed transaction set-out in this term sheet
- The Distribution will be utilised to repay the PEG HR facility advanced by RMB (R20m), Rates & Taxes to Ethekwini Municipality (R5m), the Non-refundable Structuring Fee (R750,000) and a maximum of R250 000 to fund costs. This will be done by making a direct payment form the Friedshelf 1287 (RF) Proprietary Limited bank accounts held with RMB to RMB (R20.75m) and the Ethekwini Municipality (R5m) and lawyers and service providers (up to R250,000).