ANNEXURE B14

INTRUCTION FROM FIRST RAND BANK LIMITED FOR RESPONDENT TO SELL ERF 2583 UMHLANGA ROCKS TO THE MICHAEL FAMILY TRUST

Mbuso

From: du Plessis, Jean <Jean.duPlessis@rmb.co.za>
Sent: Tuesday, 21 August 2018 16:03
To: Mbuso Dlamini
Subject: PEG HR
Attachments: MFT Offer To Purchase (1).pdf; PEG Shareholders Resolution.pdf; PEG Directors Resolution.pdf

Hi Mbuso

I tried to phone you, but in the mean time attached is a signed offer for R25 m plus VAT. Please have a look and phone me to discuss. Also note that it expires later in the week.

Regards

Jean du Plessis

This e-mail is subject to a disclaimer, available at
http://www.rmb.co.za/web/elements.nsf/online/disclaimer-communications.html

BOWMANS

Execution Version

SALE OF IMMOVABLE PROPERTY AGREEMENT
(Erf 2583, Umhlanga Rocks Durban)

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between

PEG HR SOLUTIONS PROPRIETARY LIMITED

and

THE MICHAEL FAMILY TRUST (OR ITS NOMINEE)

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PARTIES:

This Agreement is made between:

(1) **PEG HR SOLUTIONS PROPRIETARY LIMITED**, Registration Number 2003/025572/07, a private company incorporated in accordance with the Laws of South Africa; and

(2) **THE MICHAEL FAMILY TRUST**, Registration Number IT2502/1997, represented herein by its trustees for the time being.

WHEREAS

A. The Seller is the registered owner of the Property.

B. The Purchaser intends purchasing the Property.

C. The Seller has agreed to sell the Property to the Purchaser for the Purchase Price and on the terms and conditions set out in this Agreement.

IT IS AGREED AS FOLLOWS:

1. **DEFINITIONS**

For the purposes of this Agreement and the preamble above, unless the context requires otherwise:

1.1 **AFSA** – the Arbitration Foundation of Southern Africa;

1.2 **Agreement** – this Sale of Immovable Property Agreement which shall be constituted by the Purchaser accepting the Offer in the manner contemplated in clause 3;

1.3 **Association** – Umhlanga Ridge Town Centre Management Association, NPC, Registration Number 2001/000648/08, a non-profit company incorporated in accordance with the Laws of South Africa

1.4 **Bulk** – bulk as contemplated in the Town Planning Scheme applicable to the Property;

1.5 **Compliance Certificate** – a certificate of compliance as contemplated in terms of the Electrical Installation Regulations promulgated under the Machinery and Occupational Safety Act No. 6 of 1983;

1.6 **Conveyancers** – Bowman Gilfillan Inc, 11 Alice Lane, Sandton (Craig Schafer), the conveyancers nominated by the Seller to effect Transfer;

1.7 **Design Review Committee** – the Design Review Committee of the Association;

1.8 **Development Manual** – the Umhlanga Ridge New Town Centre Development Manual Volume 2 Version 1.8 prepared by GAPP Architects and Urban Designers for the development of Mixed – Use Sites dated July 2008 and as amended and added to from time to time;

1.9 **Directors** – the directors of the Association;

1.10 **Due Diligence Period** – a period of 10 Business Days after the Signature Date;

1.11 **Effective Date** – the date on which all of the Suspensive Conditions have been fulfilled or waived;

1.12 **Municipality** – the eThekwini Municipality;

1.13 **Offer** – the Purchaser's offer to the Seller to purchase the Property from the Seller for the Purchase Price and on the terms and conditions set out in this Agreement as contemplated in clause 3;

1.14 **Parties** – the Seller and the Purchaser and **Party** shall mean any one of them, as the context may indicate;

1.15 **Property** – Erf 2583 Umhlanga Rocks, Registration Division FU, Province of KwaZulu-Natal, in extent 4 971 square metres;

1.16 **Purchase Price** – the purchase price payable by the Purchaser to the Seller for the Property being the amount referred to in clause 5.1;

1.17 **Purchaser** – the Michael Family Trust, Registration Number IT2502/1997, represented herein by its trustees for the time being;

1.18 **SARS** –the South African Revenue Service;

1.19 **Seller** – Peg HR Solutions Proprietary Limited, Registration Number 2003/025572/07, a private company incorporated in accordance with the Laws of South Africa;

1.20 **Signature Date** – the date of signature of this Agreement by the Seller;

1.21 **Suspensive Conditions** – the suspensive conditions set out in clause 4.1;

1.22 **Tongaat Hulett** – Tongaat Hulett Developments Proprietary Limited, Registration Number 1981/012378/07, a private company incorporated in accordance with the Laws of South Africa;

1.23 **Town Centre** – "the Town Centre" as defined in the Association's Memorandum of Incorporation;

1.24 **Transfer** – registration of transfer of the Property from the Seller to the Purchaser in the Pietermaritzburg Deeds Registry;

1.25 **Transfer Date** – the date on which Transfer is effected;

1.26 **VAT** – value-added tax as levied from time to time in terms of the VAT Act, No 89 of 1991.

1.27 Any reference to -

1.27.1 the singular includes the plural and *vice versa*;

1.27.2 natural Persons include juristic Persons and *vice versa*;

1.27.3 any one sex or gender includes the other sexes or genders, as the case may be;

1.27.4 any statute, constitution, decree, treaty, regulation, directive, ordinance, by-law, order or any other enactment or legislative measure of government (Including local or provincial government) statutory or regulatory body which has the force of Law means the relevant enactment or legislative measure as at the Signature Date and as amended or re-enacted from time to time;

1.27.5 a Party includes a reference to that Party's estate, successors in title and assigns allowed at Law;

1.27.6 "Business Day" means any Day other than a Saturday, Sunday or South African Public Holiday;

1.27.7 "Calendar Month" means one of the 12 Months of the Year from the 1st to the last Day of such Month;

1.27.8 "Day" means a calendar Day;

1.27.9 "Month" means a Month calculated from a particular Day in one Month to the Day before the Day numerically corresponding to it in the following Month;

1.27.10 "Year" means a year calculated from a particular Day in one year to the Day before the Day numerically corresponding to it in the following year;

1.28 Whenever any number of Days is prescribed, it excludes the first and includes the last Day unless the last Day falls on a Saturday, Sunday or South African public holiday in which case the last Day will be the next succeeding business Day.

1.29 The words "shall" and "will" and "must" used in the context of any obligation or restriction imposed on a Party have the same meaning.

1.30 The clause headings in this Agreement have been inserted for convenience only and shall not be taken into account in its interpretation.

1.31 Words and expressions defined in any sub-clause shall, for the purpose of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.

1.32 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to that provision as if it were a substantive clause in the body of the Agreement, notwithstanding that it is only contained in the interpretation clause.

1.33 If any period is referred to in this Agreement by way of a reference to a number of Days or weeks or Months or other intervals, the period shall be reckoned exclusively of the 1st Day and inclusively of the last Day of the relevant interval, unless the last Day falls on a Day which is not a business Day, in which case the last Day shall be the next succeeding business Day.

1.34 If the due date for performance of any obligation in terms of this Agreement is a Day which is not a Business Day then (unless otherwise stipulated) the due date for performance of the relevant obligation shall be the immediately succeeding Business Day.

1.35 If any obligation or act is required to be performed on a particular Day it shall be performed (unless otherwise stipulated) by 16h00 (local time at the place where the obligation or act is required to be performed) on that Day.

1.36 This Agreement shall be governed, interpreted and enforced in accordance with the Laws of the Republic of South Africa from time to time.

1.37 No provision of this Agreement shall (unless otherwise stipulated) constitute a stipulation for the benefit of any person (*stipulatio alteri*) who is not a Party to this Agreement.

1.38 The rule of construction that this Agreement shall be interpreted against the Party responsible for the drafting of this Agreement, shall not apply.

1.39 The terms defined in this Agreement shall bear the same meanings in any annexures hereto.

2. **SALE**

The Seller sells the Property to the Purchaser (which purchases the Property from the Seller) for the Purchase Price on the terms and conditions set out in this Agreement.

3. **OFFER OPEN FOR ACCEPTANCE**

3.1 This Agreement, upon signature thereof by the Purchaser, shall constitute an offer by the Purchaser to purchase the Property from the Seller for the Purchase Price and on the terms and conditions set out herein.

3.2 Such Offer shall be open for acceptance by the Seller for a period of 3 Business Days from the date on which the Purchaser signs this Agreement. Failure by the Seller to accept the offer to purchase, by countersigning the Agreement within 3 Business Days of receipt thereof, will result in the Offer and this Agreement lapsing and ceasing to be of any further force and effect.

4. **SUSPENSIVE CONDITIONS**

4.1 Except for clauses 1, 3, 4, 6, 8.1 and clauses 20 to 23 (and any other provision necessary to give effect to those clauses, all of which are separate and severable from the remaining provisions of the Agreement and shall be of full force and effect and operative from the Signature Date), the operation of this Agreement shall be subject to the suspensive conditions that by no later than:

4.1.1 the last day of the Due Diligence Period, the Purchaser provides the Seller with written confirmation that it is satisfied with the results of the due diligence investigation which it will be conducting in terms of clause 6, in respect of the Property;

4.1.2 30 Days after the Signature Date, the Seller has provided the Purchaser with confirmation that Tongaat Hulett has consented in writing to (i) the removal of the restrictive condition imposed in its favour in paragraph G (a) in Deed of Transfer No T 58953/2007 (the "**Restrictive Condition**") simultaneously with registration of transfer of the Property into the name of the Purchaser and (ii) the conclusion of a notarial deed or such other conveyancing documentation as may be required to give effect thereto, Or to the extent that Tongaat Hullett requires the Restrictive Condition to be carried forward and be binding on the Purchaser with effect from the Transfer Date, such conveyancing and other documentation as may be required to give effect thereto has been signed and the Purchaser has confirmed in writing that it has no objection to the Restrictive Condition being carried forward and being binding on it from the Transfer Date on the terms and conditions required by Tongaat Hullett;

4.1.3 30 Days after the Signature Date, the Purchaser has been granted such loan finance as the Purchaser may require in order to fund payment by the Purchaser of the Purchase Price in terms of this Agreement, on terms and conditions acceptable to the Purchaser.

4.2 The due date/s for the fulfilment of any one or more of the Suspensive Conditions may be extended by the Parties by agreement in writing between the Parties provided that the periods contemplated in clauses 4.1.2 and 4.1.3 shall be automatically extended by a further period of 30 days.

4.3 If any of the Suspensive Conditions, referred to in clauses 4.1.1- 4.1.2, remain unfulfilled and the fulfilment thereof is not waived by the Seller by the due date from the fulfilment thereof (or any automatic or agreed extended date), then the Agreement will be of no force and effect and:

4.3.1 to the extent that this Agreement may have been partially implemented, the Parties must as far as possible be restored to the positions they were in prior to the Signature Date;

4.3.2 no Party will have any claim against the other arising out of or in connection with this Agreement.

5. **PURCHASE PRICE**

5.1 The Purchase Price for the Property is R25 000 200,00 (Twenty Five Million Two Hundred Rand) plus VAT in an amount of R 3 750 030,00 (Three Million Seven Hundred and Fifty Thousand and Thirty Rand) payable to the Seller on the Transfer Date. This figure was arrived at by multiplying the Bulk of 8 170 (Eight Thousand One Hundred and Seventy) metres squared attributable to the Property by R3 060,00 (Three Thousand and Sixty Rand) per Bulk metre squared.

5.2 Payment of the Purchase Price together with VAT thereon must be secured by the Purchaser by lodging a bank guarantee for the full Purchase Price, plus VAT, with the Conveyancers within 20 Days of the Effective Date.

5.3 The guarantee referred to in clause 5.2 shall be from a South African bank and on terms and conditions reasonably acceptable to the Seller, in favour of the holders of any mortgage bonds registered over the Property, drawn and payable:

5.3.1 on a South African bank;

5.3.2 on cancellation of any existing mortgage bond/s over the Property;

5.3.3 on registration of transfer of the Property by the Seller into the name of the Purchaser; and

5.3.4 on registration of a new mortgage bond in favour of the bank that grants the Purchaser such loan finance as the Purchaser may require.

5.4 The Purchaser shall (to the extent required by the Purchaser) be registering a mortgage bond over the Property simultaneously with transfer of the Property to the Purchaser.

5.5 All payments in terms of or arising out of this Agreement must be made without demand and free of all charges to the Party entitled to payment.

6. **DUE DILIGENCE**

6.1 During the Due Diligence Period, the Purchaser may undertake a due diligence investigation into the Property.

6.2 The Seller undertakes throughout the Due Diligence Period to:

6.2.1 co-operate with the Purchaser, its authorised representatives, employees, attorneys and auditors (together "the Purchaser's Team");

6.2.2 make available and, where required, provide copies to the Purchaser's Team of all documents, books, records, electronic data and information requested by the Purchaser for the purpose of the due diligence investigation; and

6.2.3 ensure that the Seller, its officers, employees, agents, auditors and advisers answer questions from the Purchaser's Team and provide all information and documents that may be required by the Purchaser's Team, in both instances within 48 hours of request.

6.3 The Purchaser undertakes to keep all information disclosed to it for the purposes of the due diligence investigation strictly confidential and undertakes not to use such information or disclose any such information to any person, other than the Purchaser's Team who are required to consider and evaluate it. This undertaking does not apply to any information which is not confidential or is public knowledge or which is or falls into the public domain through no fault of the Purchaser.

7. TRANSFER OF THE PROPERTY

7.1 Transfer shall be effected within a reasonable time after the Effective Date and:

7.1.1 the Parties must ensure that their tax affairs are up to date as required by SARS to facilitate prompt issue by SARS of the transfer duty receipt or transfer duty exemption receipt (as the case may be) required for the purposes of effecting Transfer;

7.1.2 the Seller must do everything required to enable the Municipality to promptly issue a rates clearance certificate for the Property including but not limited to paying all rates and taxes (including all arrear rates and taxes) as are payable to the Municipality to procure the issue of such rates clearance certificate; and

7.1.3 the Seller must do everything required to enable the Association to promptly issue a clearance certificate for the Property including but not limited to paying all levies (including all arrear levies) as are payable to the Association to procure the issue of such clearance certificate.

7.2 Each Party must, within 7 Days after being called upon to do so by the Conveyancers, sign all documents required to be signed and furnish all documents required to be furnished by that Party to enable Transfer. The Parties acknowledge and agree that they shall be obliged to sign such notarial deed/s and/or other conveyancing documentation as may be required to procure that the provisions of clause 4.1.2 are given effect to on the Transfer Date, which notarial deed/s and/or other conveyancing documentation shall be registered simultaneously with registration of transfer of the Property into the name of the Purchaser.

8. OCCUPATION AND RISK

8.1 The Seller agrees from the Signature Date to grant the Purchaser and its agents reasonable access to the Property by pre-arrangement with the Seller, at all reasonable times, for purposes of investigation, survey, soil testing, environmental and planning investigations, and any other investigations which the Purchaser may in its sole discretion deem necessary.

8.2 On the Transfer Date the Seller must give the Purchaser vacant occupation of the Property.

8.3 With effect from the Transfer Date:

8.3.1 all the benefit and risk of ownership of the Property will pass to the Purchaser;

8.3.2 the Purchaser is liable for all rates, taxes and other charges levied on the Property;

8.3.3 the Purchaser is liable for all levies to the Association.

9. **PURCHASER'S ACKNOWLEDGMENTS AND UNDERTAKINGS**

9.1 The Purchaser:

9.1.1 acknowledges that it is aware of the intended future development of the Town Centre by Tongaat Hulett and that such development is intended to involve the establishment of high quality business and commercial premises and residential dwellings on various portions of the Town Centre and so designed as to facilitate an aesthetic and harmonious blending with the environment;

9.1.2 undertakes that it will not, without reasonable grounds for doing so:

9.1.2.1 interfere with any such proposed development; nor

9.1.2.2 lodge any objection with any competent authority in respect of any such development;

9.1.3 agrees that it will not, without reasonable grounds for doing so, object to any application made by or on behalf of Tongaat Hulett, its nominee or agent for special usage consent, licences for shopping, commercial or filling station rights, rezoning, removal of conditions of title under the Removal of Restrictive Conditions Act or by way of any application to Court or to any local or other competent authority in respect of any property within the Town Centre;

9.1.4 specifically acknowledges that it is aware that owners of land surrounding the Property will be erecting buildings or other structures on such surrounding land which may block or otherwise interfere with the views from the Property and the Purchaser agrees that it shall have no right, without reasonable cause, to object to the construction of any building or other structure on land in the Town Centre on the basis that such building or other structure blocks or otherwise interferes with the views from the Property, nor will it have any claim for any alleged diminution in the value of the Property arising out of any interference with the views from the Property by reason of the construction of any such building or structure where it has been afforded an opportunity to object thereto and has not, on reasonable grounds, objected thereto;

9.1.5 acknowledges that no buildings or alterations or extension to any existing buildings or any other structures may be erected on the Property other than in accordance with plans approved by the Association acting through the Design Review Committee and the Purchaser agrees that it will have no claim whatsoever, arising out of whatever cause, against the Association, any members of the Design Review Committee or Tongaat Hulett or the Seller for any loss suffered by reason of the Design Review Committee refusing to approve or delay the approval of any plans submitted by the Purchaser save where the Purchaser can prove mala fides on the part of the Design Review Committee or where the decision was not made in accordance with the Association's

Memorandum of Incorporation as read with the Development Manual and the Architectural Controls;

10. **COSTS**

10.1 The Purchaser is liable for, and must on receipt of an account from the Conveyancers pay:

10.1.1 the legal costs of and incidental to Transfer other than those specified in clause 10.2;

10.1.2 VAT payable on the costs payable by the Purchaser in terms of this clause 10.1.

10.2 Any costs in connection with the cancellation of existing bonds, of the registration of the notarial deed/s and/or other conveyancing documentation contemplated in clause 7.2 and of any other rights which require to be cancelled to enable Transfer, the amendment or replacement of the Seller's title deed or the withdrawal of judicial attachments, interdicts, caveats or other bars to Transfer, shall be borne and paid for by the Seller.

10.3 Each Party is liable for its own legal costs of and incidental to the negotiation, drafting, settlement and signature of this Agreement.

11. **LEVIES TO ASSOCIATION**

11.1 From the Transfer Date, the Purchaser shall be responsible to pay a monthly levy to the Association as contemplated in the Memorandum of Incorporation of the Association.

11.2 The monthly levy payable to the Association shall be calculated in accordance with the provisions of the Memorandum of Incorporation of the Association.

12. **MEMBERSHIP OF THE UMHLANGA RIDGE TOWN CENTRE MANAGEMENT ASSOCIATION NPC**

The Purchaser acknowledges that it shall be obliged to become and remain a Member of the Association from the Transfer Date and the Purchaser undertakes to comply in every respect with the Association's Memorandum of Incorporation and the rules made in terms thereof at all times, and to ensure that any person who comes upon the Property, or the Town Centre by virtue of the Purchaser's rights thereto, does likewise.

13. **RULES OF THE ASSOCIATION**

13.1 The Purchaser acknowledges that the Directors have the power to make rules from time to time as well as the power to substitute, add to, amend or repeal same, for the management, control, administration, use and enjoyment of the Town Centre, for the purposes of giving proper effect to the provisions of the Memorandum of Incorporation of the Association and for any other purpose, which powers shall include the right to impose reasonable financial penalties to be paid by those members who fail to comply with the provisions of the Memorandum of Incorporation or the rules.

13.2 The Purchaser acknowledges that, subject to the provisions of this Agreement, the Memorandum of Incorporation and the Development Manual, the Directors shall be entitled at all times to lay down rules in regard to -

13.2.1 the preservation of the natural environment;

13.2.2 vegetation and flora and fauna in the Town Centre;

13.2.3 the placing of movable objects upon or outside the buildings included in the Town Centre, including the power to remove any such objects;

13.2.4 the storing of flammable and other harmful substances;

13.2.5 the conduct of any persons within the Town Centre and the prevention of nuisance of any nature to any owner of immovable property in the Town Centre;

13.2.6 the use of land within the Town Centre having regard to the intended retail, commercial and mixed use of the Town Centre, (including but in no way limited to, the level of noise emanating from the use of the property and the parking and traffic implications of same);

13.2.7 the use of roads, pathways and open spaces;

13.2.8 the imposition of fines and other penalties to be paid by members of the Association;

13.2.9 the management, administration and control of the common areas and open spaces;

13.2.10 the design guidelines for the erection of all buildings and other structures, including service connections to buildings;

13.2.11 the design guidelines for the establishment, installation and maintenance of gardens, both public and private;

13.2.12 the use by owners and their tenants of buildings and other structures and the upkeep, aesthetics and maintenance of such buildings;

13.2.13 the use of adjoining sidewalks, road frontages and parking areas;

13.2.14 security; and

13.2.15 generally in regard to any other matter which the Directors of the Association from time to time consider appropriate and in the best interests of its members, and the Purchaser undertakes and shall be obliged, with effect from the Transfer Date, to abide by such rules as if it was the owner of the Property and to ensure that all tenants, nominees, invitees and other persons who occupy or enter upon the Property and its surrounds by virtue of the Purchaser's rights thereto, do likewise.

13.3 The Purchaser shall be obliged to bring the rules to the attention of any tenant prior to such tenant taking possession of the Property or any portion thereof.

14. **MUNICIPAL SERVICES**

The Purchaser acknowledges that should the Municipality or any other service provider not have the means, or be unwilling, or agree to delegate the obligation to the Association, to maintain or provide municipal services within the Town Centre, the Association may, if the Association in its sole discretion deems it appropriate, take over the responsibility for providing and maintaining such services and/or enhanced services.

15. **ELECTRICAL COMPLIANCE CERTIFICATE**

The Seller shall not be obliged to procure the issue of a Compliance Certificate by virtue of the Property being unimproved.

16. **AGENT'S COMMISSION**

No agents commission is due by either Party on this transaction.

17. **WARRANTIES**

17.1 The Seller warrants with regards to the Property that:

17.1.1 the Property is beneficially owned by the Seller which will be able to give free and unencumbered title thereof to the Purchaser in accordance with the provisions of the Agreement;

17.1.2 no person will on the Transfer Date, have any rights of acquisition (including options, rights of pre-emption or rights of first refusal) in respect of the Property nor any right to encumber the Property (save to the extent contemplated in clause 4.1.2);

17.1.3 no legal action has been instituted against the Seller and the Seller has no knowledge of any contemplated legal action in terms whereof the Property may be attached and the transfer thereof may be interdicted;

17.1.4 the Property is not and, on the Transfer Date, will not be subject to any leases or other rights of occupation in favour of any person;

17.1.5 no part of the Property is occupied by any illegal occupant;

17.1.6 the Property is not contaminated and/or polluted arising from any activity conducted on or about the Property by the Seller and/or any of its predecessors in title and/or their respective invitees or otherwise howsoever and the Purchaser will not incur any liability, obligation or penalty of whatever nature in terms of the National Environmental Management Act 1998 and/or any other law relating to the maintenance and/or protection of the natural environment by virtue of its ownership of the Property;

17.1.7 the Property is not and, on the Transfer Date, will not be subject to any unregistered servitudes or other unregistered real rights;

17.1.8 the Bulk attributable to the Property is 8 170 square metres;

17.1.9 to the knowledge of the Seller, the Property is not land in respect of which any person may make a claim (or has made a claim which is unresolved) as envisaged in the Restitution of Land Rights Act, No. 22 of 1994 (as amended) or any other similar claims;

17.1.10 no public road has been declared over the Property;

17.1.11 there is no proposal to amend the zoning of the Property.

17.2 For the purposes hereof, "knowledge" includes all matters in respect of which the Seller has actual knowledge or could, through making reasonable enquires in this regard, have acquired actual

knowledge. Furthermore, a matter shall be regarded as material if its disclosure prior to the Signature Date would have caused the Purchaser, acting reasonably, not to have entered into the Agreement either at all or on the terms and conditions set out in the Agreement. The Parties record and agree that a breach by the Seller of the warranty contained in clause 17.1.2 shall be a material breach of this Agreement.

17.3 The warranties provided herein shall be given as at the Signature Date and the Transfer Date (save unless expressly stated or where clearly inappropriate).

18. **NOMINATION OF NEW PURCHASER**

18.1 The Purchaser shall be entitled, no later than 7 Days from the Effective Date, to nominate a third party as purchaser, in whole or in part, under this Agreement in its place and stead ("the Second Purchaser") in which event the Seller hereby agrees that this sale to the Purchaser shall be cancelled with effect from the date of signature of a new sale agreement between the Seller, on the one part, and the Second Purchaser and (where the Purchaser has nominated a third party to assume its obligations in part) the Purchaser, on the other part, on the same terms and conditions, mutatis mutandis, as set out in this Agreement save that-

18.1.1 the purchaser shall be defined as the person who is the Second Purchaser and (where the Purchaser has nominated a third party to assume its obligations in part) the Purchaser;

18.1.2 any cancellation and new sale is subject to the condition that:

18.1.2.1 the Second Purchaser must be in existence on the date of the new sale;

18.1.2.2 there are no suspensive conditions in the new sale.

18.2 The Parties undertake to forthwith do all things within their respective powers to ensure the signature of the new sale agreement occurs within 7 Days of date of acceptance of the nomination by the Second Purchaser.

18.3 It is recorded that:

18.3.1 no consideration shall be payable to any person in respect of the cancellation of this Agreement;

18.3.2 the Seller shall not receive any amounts from the Purchaser (whether in respect of the purchase price payable under this Agreement or otherwise), which will require to be refunded as a result of the cancellation of this Agreement.

19. **MUTUAL WARRANTIES AND REPRESENTATIONS**

Each Party hereby represents and warrants to the other that:

19.1 it has the requisite power to enter into this Agreement and to exercise its rights and perform its obligations hereunder;

19.2 all authorities or other actions required to authorise its execution of this Agreement and its performance of its obligations hereunder have been duly taken;

19.3 the execution of this Agreement and its exercise of its rights and performance of its obligations hereunder do not constitute and will not, to the best of its knowledge and belief, result in any breach of any agreement, law or treaty;

19.4 this Agreement is executed by its duly authorised representative;

19.5 all acts, conditions and other things required to be done, fulfilled and performed in order:

19.5.1 to enable it lawfully to enter into, exercise its rights under and perform its obligations expressed to be assumed by it in this Agreement;

19.5.2 to ensure that the obligations expressed to be assumed by it in this Agreement are legal, valid and binding; and

19.5.3 to make this Agreement admissible in evidence in South Africa,

have been done, fulfilled and performed.

20. **DISPUTE RESOLUTION**

20.1 In the event of there being any dispute or difference between the Parties arising out of this Agreement, the Parties shall use their respective best endeavours and efforts to resolve any such dispute through mutual consultation, without involving third parties.

20.2 If following such mutual consultation the dispute still remains outstanding within 10 (ten) Business Days after the date of referral in writing, then, unless otherwise provided for, the said dispute or difference shall on written demand by either Party be submitted to arbitration in Johannesburg in accordance with the AFSA rules, which arbitration shall be administered by AFSA

20.3 Should AFSA, as an institution, not be operating at that time or not be accepting requests for arbitration for any reason, then the arbitration shall be conducted in accordance with the AFSA rules for commercial arbitration (as last applied by AFSA) before an arbitrator appointed by agreement between the Parties or failing agreement within 10 (ten) Business Days of the demand for arbitration, then any Party shall be entitled to forthwith call upon the chairperson of the Johannesburg Bar Council to nominate the arbitrator, provided that the person so nominated shall be an advocate of not less than 10 (ten) years standing as such. The person so nominated shall be the duly appointed arbitrator in respect of the dispute. In the event of the attorneys of the Parties failing to agree on any matter relating to the administration of the arbitration, such matter shall be referred to and decided by the arbitrator whose decision shall be final and binding on the Parties.

20.4 Any Party may appeal the decision of the arbitrator or arbitrators in terms of the AFSA rules for commercial arbitration.

20.5 Nothing herein contained shall be deemed to prevent or prohibit a Party from applying to the appropriate court for urgent relief or for judgment in relation to a liquidated claim.

20.6 Any arbitration in terms of this clause 20 (including any appeal proceedings) shall be conducted *in camera* and the Parties shall treat as confidential details of the dispute submitted to arbitration, the conduct of the arbitration proceedings and the outcome of the arbitration.

20.7 This clause 20 will continue to be binding on the Parties notwithstanding any termination or cancellation of the Agreement.

21. **BREACH**

21.1 If either Party breaches any provision of this Agreement and remains in breach for 14 days after receipt of written notice by such Party requiring that Party to rectify that breach, the other Party shall be entitled at that Party's option:

21.1.1 to sue for the immediate specific performance of any or all the defaulting Party's obligations under this Agreement whether or not any such obligation is then due; or

21.1.2 (either as an alternative to a claim for specific performance or upon the abandonment of such a claim) to cancel this Agreement. Written notice of such cancellation shall be given to the defaulting Party and the cancellation shall take effect on the giving of such notice.

21.2 In the event of either Party cancelling this Agreement in terms of the preceding sub-clause, the aggrieved Party shall be entitled to claim damages suffered related to such cancellation.

21.3 The Parties' remedies in terms of this clause are without prejudice to any other remedies to which the Parties may be entitled in law.

21.4 The Parties acknowledge and agree that, in the event of registration of transfer of the Property into the name of the Purchaser being delayed by virtue of a third party (i) laying claim to the Property and/or (ii) claiming that the Seller has undertaken to sell the Property to such third party and/or (iii) seeking to prevent and/or interdict the transfer to the Purchaser by virtue of any alleged act or omission on the part of the Seller, the Purchaser shall be entitled to:

21.4.1 withdraw any guarantee issued on its behalf to secure payment of the Purchaser Price and shall only be obliged to again provide the Seller with a guarantee to secure payment of the Purchase Price once it has been provided with such documentary evidence as the Purchaser may reasonably require that such third party claim will no longer delay transfer; or

21.4.2 proceed in accordance with clause 21.1 (for which purposes the Seller shall be deemed to be in breach of its obligations in terms of this Agreement).

22. **NOTICES AND ADDRESSES FOR SERVICE**

22.1 Unless otherwise specified any notice or communication in terms of this Agreement:

22.1.1 must be in writing to be effective;

22.1.2 must be sent by hand, registered post or e-mail to the addresses below, which physical addresses the Parties select as their respective domicilium citandi et executandi:

22.2 Unless otherwise specified any notice or communication in terms of this Agreement:

22.2.1 must be in writing to be effective;

22.2.2 must be sent by hand, registered post or e-mail to the addresses/ numbers below, which physical addresses the Parties select as their respective domicilium citandi et executandi:

the Seller	2nd Floor, West Tower, Maude Street, Nelson Mandela Square, Sandton. 2196. RSA. PO Box 785553, Sandton. 2146. E-mail: mbuso.dlamini@palacegroup.co.za
the Purchaser	96 Raymond Mhlaba Street, Naval View, Bloemfontein, 9300 Email: michael@georgiou.co.za

22.3 A Party may change its address to any other address within South Africa. Such change will only take effect upon receipt or deemed receipt of such notice by the other Party.

22.4 Any notice or communication shall:

22.4.1 if delivered by hand during business hours to the person apparently in charge of the Property selected by the addressee for the delivery of notices, be deemed to have been received on the date of delivery;

22.4.2 if sent by registered post to the selected address, be deemed to have been received 6 days after posting; and

22.4.3 if sent by e-mail to the selected e-mail address of the addressee, be deemed to have been received on the first business day following the date on which it has been transmitted from the information system under the control of the sender.

22.5 Any written notice or communication which has actually been received by a Party shall be regarded as sufficient notice even if it has not been sent in the manner or to the address number provided for above.

23. **MISCELLANEOUS LEGAL PROVISIONS**

23.1 This is the whole agreement between the Parties containing all of the express provisions agreed on by the Parties with regard to the subject matter hereof.

23.2 No Party may rely on any representation which allegedly induced that Party to enter into this Agreement, unless the representation is recorded herein.

23.3 No agreement varying, adding to, deleting from or cancelling this Agreement (including this clause) and no waiver of any right under this Agreement shall be effective unless in writing and signed by or on behalf of the Parties.

23.4 No relaxation by a Party of any of its rights in terms of this Agreement at any time shall prejudice or be a waiver of its rights (unless it is a signed written waiver) and it shall be entitled to exercise its rights thereafter as if such relaxation had not taken place.

23.5 No Party may cede, delegate, assign or sub-contract any of its rights or obligations in terms of this Agreement without the prior written consent of the other Parties, which consent shall not be unreasonably withheld.

23.6 This Agreement may be signed by the Parties in any number of counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same agreement.

23.7 This Agreement shall be binding on and shall inure for the benefit of the successors and assigns and personal representatives (as the case may be) of each of the Parties.

23.8 Since the provisions of this Agreement have been settled by negotiation and each Party has been free to secure independent legal advice, the rule of construction that clauses must be interpreted against the Party principally responsible for drafting does not apply.

23.9 Each of the Parties acknowledges and agrees that all of the provisions of this Agreement and the restrictions herein contained are fair and reasonable in all the circumstances and are in accordance with the Parties' intentions.

23.10 Where an expression has been defined and such definition contains a provision conferring a right or imposing an obligation on any Party, then notwithstanding that it is contained only in a definition, effect must be given to that provision as if it were a substantive provision contained in the body of this Agreement.

23.11 Words or expressions defined in any particular clause in the body of this Agreement must bear the meaning so assigned to it throughout this Agreement unless the context indicates otherwise.

23.12 The *eiusdem generis* rule does not apply so that whenever specific words of a particular class are used in conjunction with general words then the specific words shall not limit the scope of the general words. If any provision is followed by the word "including" and specific examples, such examples must not be construed so as to limit the general ambit of the provision concerned.

23.13 A reference to any legislation (including statutes, ordinances, regulations and by-laws) must be construed as a reference to that legislation as at the date of signature of this Agreement and as may be amended or re-enacted or substituted from time to time.

23.14 A reference to any statutory body or court or to any association for the purposes appointing an expert or arbitrator must be construed as a reference to that statutory body or court or association as at the date of signature and any successor.

23.15 A reference to any legal principle, doctrine or process under South African law includes a reference to the equivalent or analogous principle, doctrine or process in any other jurisdiction in which the provisions of this Agreement may apply or to the laws of which a Party may be or become subject.

23.16 The expiration or termination of this Agreement does not affect such of its provisions which of necessity must continue to apply after such expiration or termination.

23.17 Headings of clauses are inserted for the purpose of convenience only and must be ignored in the interpretation of this Agreement.

23.18 Unless inconsistent with the context, words signifying any one gender will include the others, words signifying the singular will include the plural and vice versa and words signifying natural persons will include artificial persons and vice versa.

23.19 Any reference to an amount in this Agreement means that amount is exclusive of VAT unless specified otherwise.

23.20 The various documents forming part of this Agreement are to be taken as mutually explanatory. In the event of any conflict or inconsistency the provisions contained in the main body of the Agreement will prevail.

23.21 Each and every provision of this Agreement (excluding only those provisions which are essential at law for a valid and binding Agreement to be constituted) shall be deemed to be separate and severable from the remaining provisions of this Agreement. If any of the provisions of this Agreement (excluding only those provisions which are essential at law for a valid and binding Agreement to be constituted) is found by any court of competent jurisdiction to be invalid and/or unenforceable then, notwithstanding such invalidity and/or unenforceability, the remaining provisions of this Agreement shall be and remain of full force and effect.

23.22 Each Party must bear its own legal costs incidental to the negotiation, preparation and implementation of this Agreement.

23.23 Any costs incurred by a Party arising out of the breach by any other Party of the any of the provisions of this Agreement must be borne by the Party in breach on an attorney and own client scale.

SIGNED at SANDTON on this the 21st day of AUGUST 2018

For and on behalf of
THE MICHAEL FAMILY TRUST

Signatory: MICHAEL NICOLAS GEORGIOU
Capacity: TRUSTEE
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
PEG HR SOLUTIONS PROPRIETARY LIMITED

Signatory:
Capacity:
Who warrants his authority hereto

RESOLUTION PASSED BY THE DIRECTORS OF PEG HR SOLUTIONS PROPRIETARY LIMITED, REGISTRATION NUMBER 2003/025572/07 (the **Company**)

HELD AT

ON THE

WHEREAS:

1. The Company is the registered owner of Erf 2583 Umhlanga Rocks Township, Registration Division FU, the Province of KwaZulu-Natal, in extent 4 971 square metres (the **Property**).

2. The Michael Family Trust, Registration Number TMP 2502/1997 (the **Trust**) and the Company intend to conclude a sale agreement, in terms of which, *inter alia*, the Company will sell the Property to the Trust for a purchase price of R 25 000 200,00 (twenty five million two hundred Rand) plus VAT (the **Sale Agreement**).

IT WAS ACCORDINGLY RESOLVED THAT:

1. The Company concludes the Sale Agreement with the Trust.

2. _____ (the **Signatory**) in his/her capacity as duly authorised representatives of the Company be and are hereby authorised and empowered to:

2.1 negotiate the final terms and conditions of the Sale Agreement;

2.2 sign the Sale Agreement and all other deeds or documents which may be necessary for the implementation of the Sale Agreement; and

2.3 generally do everything that may be necessary for the implementation of the Sale Agreement;

and any agreement, deeds or documents signed by the said Signatory, acting under authority of this resolution, shall conclusively be deemed to be the agreement, deeds and documents authorised by this resolution.

_____

EPHRRAIM MBUSO DLAMINI
Director

SPECIAL RESOLUTION

in terms of

Sections 112 & 115 of the Companies Act, No. 71 of 2008 (the **Act**)

PASSED BY THE SHAREHOLDERS OF PEG HR SOLUTIONS PROPRIETARY LIMITED, REGISTRATION NUMBER 2003/025572/07 (the **Company**)

HELD AT

ON THE

WHEREAS:

1. The Company is the registered owner of Erf 2583 Umhlanga Rocks Township, Registration Division FU, Province of KwaZulu-Natal, in extent 4 971 square metres (the **Property**).

2. The Company intends to conclude a sale agreement with the Michael Family Trust, Registration Number TMP 2502/1997 (or its nominee) (the **Trust**), in terms of which the trust will purchase the Property from the Company for a purchase price of R25 000 200, 00 (twenty five million two hundred Rand) plus VAT (the **Sale Agreement**).

3. The Property constitutes the whole or the greater part of the assets or undertaking of the Company and accordingly the consent of the shareholders of the Company is required for the conclusion of the Sale Agreement (as contemplated in Section 112, read with Section 115, of the Act).

IT WAS ACCORDINGLY UNANIMOUSLY RESOLVED THAT:

1. Notice of the meeting having been given and all of the shareholders of the Company being present, it was unanimously agreed that:

1.1. the prescribed minimum notice period for this meeting as contemplated in Section 62(2A) of the Act, be and is hereby waived;

1.2. any defects in the provision of notice for the meeting be and are hereby ratified as contemplated in Section 62(4) of the Act;

1.3. in accordance with Sections 112 and 115 of the Act, the disposal by the Company of all or a greater part of its assets and/or undertaking as set out in the Sale Agreement to be concluded between the Company and the Trust and any documents ancillary thereto, be and is hereby approved.

Names of the Shareholders of Peg HR Solutions Proprietary Limited:

_____

_____

_____

_____

To be signed by each and every Shareholder