

BIDDER'S INFORMATION PACK



PARK VILLAGE AUCTIONS

Trusted by banks, respected by buyers

TSHIAWELO HOLDINGS PTY LTD (IN LIQUIDATION)

Erf 7306 Chiawelo
Gauteng Province
situated at
Number 7306 Manotshe Street,
Chiawelo, Soweto, Johannesburg

FOR MORE INFORMATION PLEASE CONTACT:

Jaco or Debbie

Contact details: 011 789 4375

E-mail: auctions@parkvillage.co.za



Auctioneers: Roy Lazarus and Clive Lazarus

SIMULCAST AUCTION | **Tuesday 24 June 2025 at 11h00**

Deposit Payment and FICA Documentation is required with your Submission of Offer

www.parkvillage.co.za / auctions@parkvillage.co.za

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3. Conditions of Sale
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DISCLAIMER

Whilst all reasonable care has been taken to provide accurate information, neither the Auctioneer nor the Seller/s guarantee the accuracy of the information and neither will be held liable for any loss or damages resulting from any errors or omissions in the information herein provided, whether due to the negligence or otherwise of Park Village Auctions or the Sellers or any other person.

DULY INSTRUCTED

On instruction from and on behalf of the Business Rescue Practitioner of Tshiawelo Holdings (Pty) Ltd (In Business Rescue) we will bring to auction the subject Erf 7306 Chiawelo Ext 3 improved with a filling station canopy, convenience store and certain other improvements which is **subject to a Notarial Deed of Lease in favour of Engen Petroleum Ltd** and managed by Engen Petroleum Ltd as Engen.

PLEASE NOTE: The sale is limited to ownership of the stand and permanent improvements thereon and excludes any trading rights including the right to pump fuel and any improvements and fittings owned and installed by Lessee "Engen Petroleum Ltd" which include, but is not limited to, underground diesel and petrol tanks, pumps, generator, Compressor, CCTV Camera System, split air-conditioning units, kitchen equipment and fittings, walk-in cold room, shop fittings and fixtures.

The property will be offered for sale via a Simulcast Auction (onsite with online bidding) onsite on **Tuesday 24 June 2025 at 11:00am.**

Please Note:

- Refundable Registration Deposit of R50 000.00 payable into the Auctioneers' FNB Trust Account
- A Deposit of 15% of the Purchase Price, plus Agent's Commission of 6% plus VAT thereon, is payable by the successful Bidder immediately following the auction
- The sale of the property excludes all moveable assets such as vehicles, office furniture and equipment, plant and machinery, and other non-permanent installations.
- The Business Rescue Practitioner reserve the right to accept or not accept any offer received

FOR MORE INFORMATION PLEASE CONTACT:

Debbie

Contact details: 011 789 4375

E-mail: auctions@parkvillage.co.za

Registration Deposit: R50 000 refundable Registration Deposit payable into the Auctioneers' FNB Trust Account by 16:00pm the day before the auction

Bidders Deposit: 15% of the Purchase Price payable on the fall of the hammer

Commission: Buyer's Commission of 6% plus VAT payable on the fall of the hammer

Occupation: Date of Registration of Transfer

Risk, Control & Insurance: The sole risk and control and benefit in and to the property shall, unless otherwise agreed in writing and signed by both parties, pass to the Purchaser on the date of registration of transfer into the Purchaser's name and from that date, the Purchaser shall be liable for all imposts levied on the property, inclusive of and without limiting the generality hereof, all municipal rates and taxes, licences and other official and/or municipal and consumable charges.

VAT: The Seller is a registered VAT Vendor and VAT at 15% on the purchase price is payable.

Rules of Auctions: The Rules of Auction are available on our website at www.parkvillage.co.za

FOR MORE INFORMATION PLEASE CONTACT:

Debbie OR Jaco

Contact details: 011 789 4375

E-mail: auctions@parkvillage.co.za

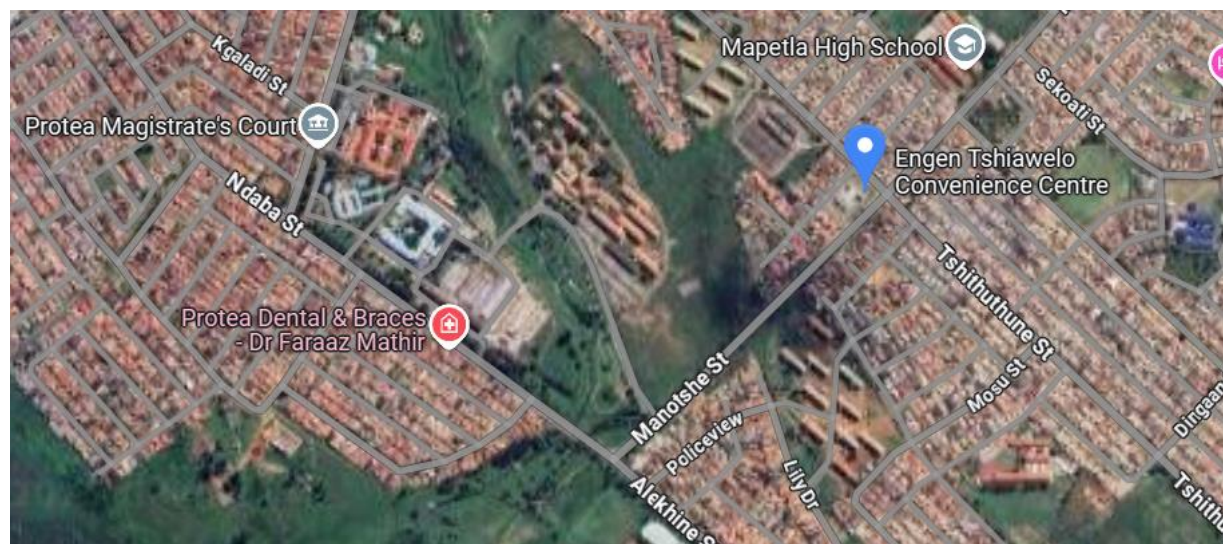
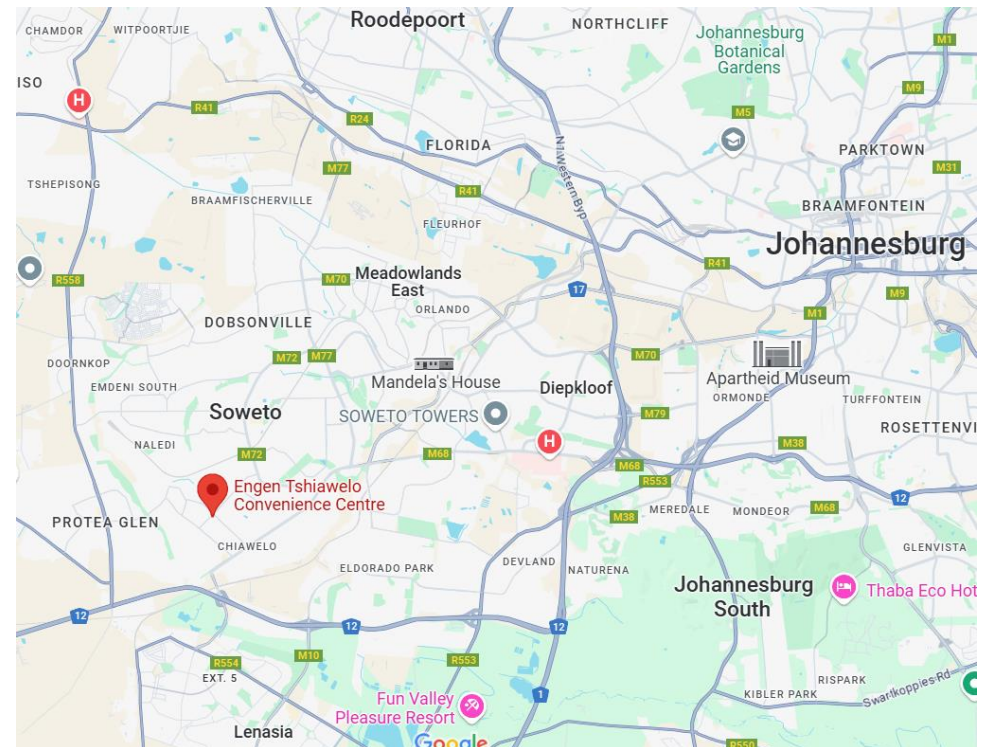
LOCALITY:

Property Address: Number 7306 Manotshe Street corner Tshithuthune Steet, Chiawelo, Soweto

GPS co-ordinates: -26.275406, 27.844642

City & Province: Johannesburg, Gauteng Province

Location: Chiawelo is one of the older residential suburbs in Soweto established in 1956. Manotshe Street and Tshithuthune Steet are main arterial routes giving driveway access into the suburb with high traffic volumes. The subject property is located in close proximity to the Protea Magistrates Court, Mapetla High School and the Megatong Primary School and provides good exposure to passing traffic.



TITLE DEED INFORMATION:

Registered Description:

Erf Number 7306 Chiawelo Extension 3, District of the City of Johannesburg Metropolitan Municipality, IQ, Gauteng Province

Registered Owner: TSHIAWELO SERVICE STATION PTY LTD

Title Deed Number: T44064/2019

Registered Extent: 2 915m²

Bond: ABSA BANK LTD in the amount of R12 000 000.00 (Bond Number: B30353/2019)

And

Registered Description:

ENGEN PETROLEUM LTD in the amount of R6 000 000.00 (Bond Number: B30354/2019)

Servitudes: As per the Title Deed (enclosed)

Page 2

And the Appearer declared that his/her said principal had truly and legally sold on 20 August 2019 and that he/she, the said Appearer, in his/her capacity aforesaid, did, by these presents, cede and transfer to and on behalf of

TSHIAWELO SERVICE STATION PROPRIETARY LIMITED
Registration Number 2018/202631/07

its Successors in Title or assigns, in full and free property

ERF 7306 CHIAWELO EXTENSION 3 TOWNSHIP
REGISTRATION DIVISION IQ, PROVINCE OF GAUTENG

MEASURING 2915 (TWO THOUSAND NINE HUNDRED AND FIFTEEN)
Square metres

FIRST REGISTERED and still held by Certificate of Consolidated Title
T6257/2017 with Consolidation Diagram SG No. 1963/2016 annexed
thereto

SUBJECT TO THE FOLLOWING CONDITIONS:

- A.1. The former Erf 5806 Chiawelo Extension 3 Township, Registration Division I.Q., Province of Gauteng, indicated by the figures abEFa on consolidated diagram S.G. No. 1963/2016 is subject to:

Notarial Deed No. 30/1939 S whereby the right has been granted to THE VICTORIA FALLS AND TRANSVAAL POWER COMPANY LIMITED, to convey electricity over the property hereby transferred together with ancillary rights, and subject to conditions as will more fully appear on reference to the said Notarial Deed and diagram.

2. The former Erf 5807 Chiawelo Extension 3 Township, Registration Division I.Q., Province of Gauteng, indicated by the figures ABCDbAa on consolidated diagram S.G. No. 1963/2016 is subject to:

Notarial Deed No. K625/1988S whereby the right has been granted to THE VICTORIA FALLS AND TRANSVAAL POWER COMPANY LIMITED, to convey electricity over the property hereby transferred together with ancillary rights, and subject to conditions as will more fully appear on reference to the said Notarial Deed and diagram.

NOTARIAL DEED OF LEASE:

The subject Erf Number 7306 Chiawelo Extension 3, is subject to a **Notarial Deed of Lease in favour of Engen Petroleum Ltd.**

The Lease is for a period of 20 years from 2019.

Lease Year: 6
 Monthly Rental: R 42 076.55
 Escalation: 7%

Development Rental: R 182 497.34*

The Development Rental is in accordance with Paragraph 3.8 of the Deed of Lease and in addition to the Monthly Rental defined in Paragraph 3.4.

*The initial Development Rental of R 150,000.00 per month is subject to escalation of 4% per annum and is payable for a period of 10 (ten) years from the Base Date i.e. date of registration of the lease.

The **Lessee** is responsible for all assessment rates, taxes, betterment charges and outgoings inclusive of license fees, water, electric current, sewerage and refuse removal. Paragraph 6.1 to 6.6

3. RENTAL

- 3.1 Subject to the remaining provisions of this clause 3, the rental payable by the **Lessee** to the **Lessor** with respect to the period from its entry into force under sub-clause 2.1 until the end of the month of which the **Base Date** is the first day, notwithstanding the length of such period, shall be a sum of R 30 000.00 (thirty thousand Rand). Any reference to "monthly rental" in respect of the first **Rental Year** shall be deemed to treat such period as a month.
- 3.2 The monthly rental in respect of each remaining calendar month of the first **Rental Year** shall be the sum of R 30 000.00 (thirty thousand Rand).
- 3.3 In respect of each subsequent **Rental Year** for the duration of the **Initial Period**, the monthly rental shall be the monthly rental effective during the immediately preceding **Rental Year** plus a factor of 7% (seven percent).
- 3.4 For ease of reference, the monthly rental for each **Rental Year** during the **Initial Period** is set out in the following table;

Rental Year	Escalation Rate	Rental
1	nil	R 30 000
2	7%	R 32 100
3	7%	R 34 347
4	7%	R 36 751.29
5	7%	R 39 323.88
6	7%	R 42 076.55
7	7%	R 45 021.91
8	7%	R 48 173.44
9	7%	R 51 545.59
10	7%	R 55 153.78

- 3.8 In addition to the rental payable in accordance with the provisions of clauses 3.1 to 3.7, the **Lessee** shall effect payment to the **Lessor** of Development Rental on the following terms:

- (a) a monthly payment in the amount of R 150 000.00 for a period of twelve consecutive calendar months beginning on the **Base Date**;
- (b) in respect of each subsequent period of twelve consecutive calendar months until immediately prior to the tenth anniversary of the **Base Date**, the monthly rental shall be the monthly rental effective during the immediately preceding period of twelve consecutive calendar months plus a factor of 4% (seven percent).

6. AUTHORITIES' CHARGES WITH RESPECT TO THE PROPERTY

- 6.1 The **Lessee** shall be solely responsible for all assessment rates, taxes, betterment charges and other taxes and outgoings of every description levied on the **Property** and/or the improvements thereon and/or the occupation or use thereof, inclusive of licence fees payable in respect of the **Property**.
- 6.2 The **Lessee** shall be solely responsible for all water, electric current, gas, sanitary, sewerage and refuse removal and other similar charges as may from time to time be levied by any competent authority in respect of services provided to the **Premises**.

NUMBER 7306 MANOTSHE STREET :

THE STAND:

Layout & Topography:

The stand is roughly rectangular in proportion bordered on three side by public roads with the longer perimeters bordering Tshithune and Manotshe Streets and the shorter perimeter of the stand bordering onto Tshithuthune Steet.

The topography of the stand is fairly even with a moderate decline from Northeast to Southwest across the length of the stand.

Servitudes:

The property is not affected by any servitudes.

THE IMPROVEMENTS:

The improvements are located towards the front Tshithuthune Steet boundary of the property and comprise a forecourt canopy and convenience store.

The Forecourt Canopy :

The forecourt canopy is steel framed under IBR roof sheeting structure accessible by car from all three of the public streets bordering the property.



The Commercial Building:

The single storey commercial building of plastered and painted brick walling fitted with aluminium framed glazing and shop front windows under a pitched Corrugated Iron roof sheeting structure is accessible from under the forecourt canopy and is comprised of the retail store floor area, a commercial kitchen with walk-in pantry, managers office, general storeroom, male and female cloakrooms and a wheelchair friendly cloakroom.

Located on the side of the building is a security office with male and female change rooms with showers and toilets located at the back of the building.

Flooring: Ceramic floor tiles

Walling: Plastered and panted brick walling

Ceiling: Suspended and painted ceiling board

INTERNAL AND EXTERNAL FITTINGS & FIXTURES:

The forecourt, canopy, and retail store is fitted to the tenants' specifications.

The improvements and fittings not limited to the underground diesel and petrol tanks, petrol pumps, generator, Compressor, CCTV Camera System, split air-conditioning units, kitchen equipment and fittings, walk-in cold room, shop fittings and fixtures are the property of the Lessee "Engen Petroleum Ltd" and would be removed if the Lease Agreement is cancelled or not renewed at the end of the Lease Agreement.

ESTIMATED EXTENT OF IMPROVEMENTS:

Forecourt Canopy:	416m ²
Building:	408m ²
Total:	824m²

ELECTRICAL INSTALLATION:

The electrical installation appears to comply with Municipal regulations with the supply via the City of Johannesburg Metropolitan Municipality. The property is fitted with a 3-Phase electrical installation.

CUSTOMER PARKING:

Located at the front of the building are Eight (8) customer parking bays with a further Seven (7) open bays at the back of the building.

SURFACE AREAS:

The driveways and parking areas and walkways around the building are brick paved with the parking areas between the pump under the canopy, being re-forced concrete.

BOUNDARY:

The property here street front perimeters are bound by steel mesh fencing with back perimeter bound by the walling and fencing of the neighbouring two residential buildings.



MUNICIPAL INFORMATION:

Municipal Valuation:

Land & Improvements: R 1 850 000.00

Rates & Taxes:

Account Number: 556226156

Monthly Rates: 517.00

PLEASE NOTE: In terms of the Notarial Deed of Lease, the Lessee “Engen Petroleum Ltd” is responsible for the maintenance, property insurance, Rates & Taxes and consumables relating to the property.

Zoning:

Industrial



6. AUTHORITIES' CHARGES WITH RESPECT TO THE PROPERTY

- 6.1 The **Lessee** shall be solely responsible for all assessment rates, taxes, betterment charges and other taxes and outgoings of every description levied on the **Property** and/or the improvements thereon and/or the occupation or use thereof, inclusive of licence fees payable in respect of the **Property**.
- 6.2 The **Lessee** shall be solely responsible for all water, electric current, gas, sanitary, sewerage and refuse removal and other similar charges as may from time to time be levied by any competent authority in respect of services provided to the **Premises**.
- 6.3 The **Lessee** shall, to the extent reasonably practicable and so required by the **Lessor**, enter into direct arrangements with the authority concerned for payment of any amounts levied or to be levied by that authority as contemplated in the provisions of sub-clause 6.2.
- 6.4 Should the **Lessee** effect payment to the **Lessor**, or to the local authority, of any amount for which it is in fact not liable, the **Lessor** shall, on demand, reimburse the **Lessee** that amount.

WinDeed Property

JOHANNESBURG, CHIAWELO EXT 3, 7306, 0

Lexis® WinDeed

Any personal information obtained from this search will only be used as per the Terms and Conditions agreed to and in accordance with applicable data protection laws including the Protection of Personal Information Act, 2013 (POPI), and shall not be used for marketing purposes.

SEARCH CRITERIA			
Search Date	2025/05/26 10:21	Township	CHIAWELO EXT 3
Reference	-	Erf Number	7306
Report Print Date	2025/05/26 10:21	Portion Number	0
Deeds Office	Johannesburg		

REGISTERED PROPERTY DETAILS			
Property Type	ERF	Diagram Deed Number	T6257/2017
Erf Number	7306	Registered Size	2915.0000SQM
Portion Number	0	Municipality	CITY OF JOHANNESBURG
Township	CHIAWELO EXT 3	Province	GAUTENG
Registration Division	IQ	Coordinates (Lat/Long)	-26.275553 / 27.844492
Deed Office	JOHANNESBURG		

OWNER INFORMATION (1)			
TSHIAWELO SERVICE STATION PTY LTD			Owner 1 of 1
Person Type	COMPANY	Title Deed	T44064/2019
Name	TSHIAWELO SERVICE STATION PTY LTD	Purchase Date	2019/08/20
Registration Number	201820263107	Purchase Price (R)	3 000 000
Share (%)	-	Registration Date	2019/11/29

MAPS

Satellite

Street





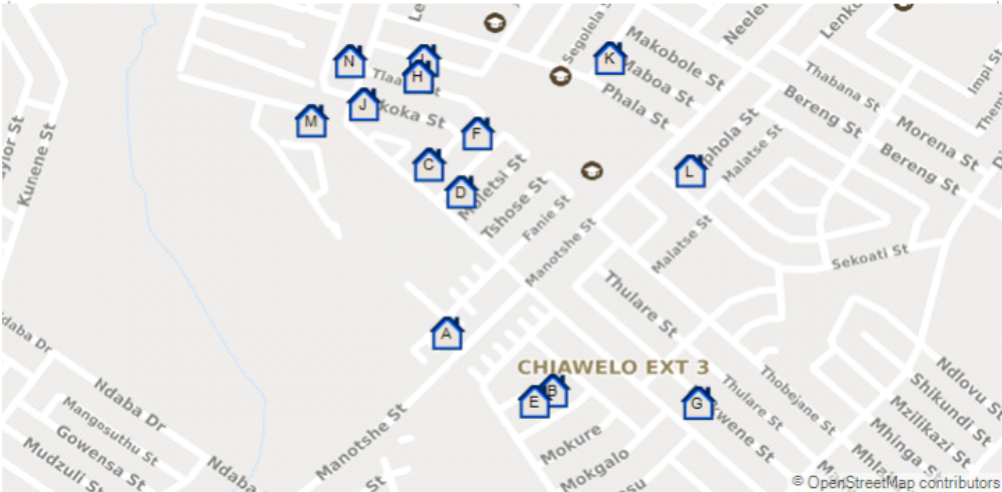
PROPERTY INFORMATION
No property information to display

MUNICIPAL VALUATION
No municipal valuation to display

SALES
Sales shows the details of the most recent transfers in close proximity to the specified property.

DISCLAIMER
This report contains information provided to LNRM by content providers and LNRM cannot control the accuracy of the data nor the timely accessibility. LNRM will not be held liable for any claims based on reliance of the search information provided. This report is subject to the terms and conditions of LexisNexis Risk Management Agreement. LexisNexis Risk Management (Pty) Ltd is a registered credit bureau (NCRCB26).

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RECENTLY REGISTERED TRANSFERS						
	Address / Property Information	Size (m²)	Sales Price (R)	Distance (m)	Sold	Transferred
A	47 MANOTSHE STREET, CHIAWELO	322	750 000	135	2024/03/21	2024/08/08
B	11 MORETLWA STREET, CHIAWELO	288	830 000	229	2024/08/04	2024/10/10
C	2 MOTUBASI STREET, MAPETLA	256	800 000	228	2024/06/20	2024/08/16
D	1 DMOLETSI STREET, MAPETLA	338	122 000	160	2020/11/08	2022/12/15
E	5 MORETLWA STREET, CHIAWELO	288	900 000	237	2021/12/14	2022/10/14
F	19 LEFOKA STREET, MAPETLA	238	550 000	256	2022/04/12	2022/08/29
G	2869 SEKHUKHUNE DRIVE, MAPETLA	227	740 000	407	2024/02/01	2024/05/13
H	48 TLAACA STREET, MAPETLA	219	520 000	380	2023/04/21	2023/07/20
I	49 TLAACA STREET, MAPETLA	217	200 000	404	2022/03/09	2023/11/06
J	2036 SEKHUKHUNE, MAPETLA	751	6 500	379	2003/09/23	2023/03/03
K	15 PHALA STREET, MAPETLA	227	650 000	432	2022/06/21	2023/11/22
H	48 TLAACA STREET, MAPETLA	219	550 000	380	2022/09/05	2022/11/23
L	5 SEKOATI STREET, MAPETLA	217	630 000	373	2022/08/17	2022/09/16
M	.	286	850 000	416	2022/06/26	2023/01/17

N	.	288	625 000	456	2023/04/02	2023/07/14
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SALES ANALYSIS

15 properties used in the analysis.
Note: Where there is no monetary value or extent it has been ignored.

	Price (R)	R/m²	Extent (m²)
Highest Priced Property	900 000	1 198	751
Average Priced Property	583 821	1 858	314
Lowest Priced Property	6 500	30	217

BONDS AND OTHER DOCUMENTS (8)

#	Document Number	Institution	Amount (R)
1	B30353/2019	A B S A BANK LTD	12 000 000
2	B30354/2019	ENGEN PETROLEUM LTD	6 000 000
3	K2967/2019S	-	-
4	K2968/2019S	-	-
5	K2969/2019S	-	-
6	CONSOLIDATE FROM	TOWN CHIAWELO EXT 3 ,ERF 5807 ,PRTN 0	-
7	CONSOLIDATE FROM	TOWN CHIAWELO EXT 3 ,ERF 5806 ,PRTN 0	-
8	I-7124/2022C	TSHIAWELO SERVICE STATION PTY LTD	-

PROPERTY HISTORY (2)

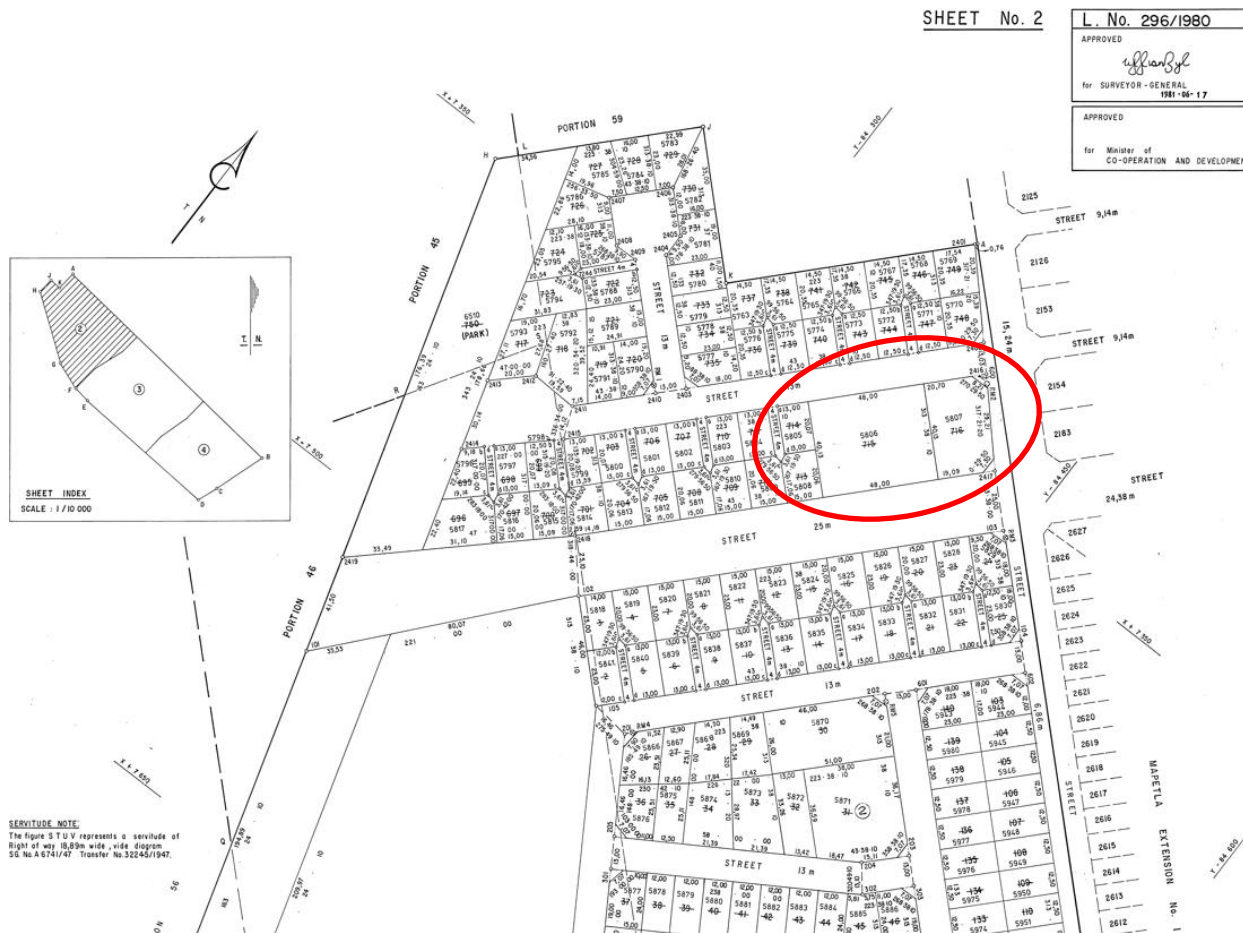
#	Document	Amount (R)	Holder
1	T6257/2017	-	RABOTHATA MASHUDU TIMOTHY
2	B18152/2013	3 000 000	RABOTHATA NDIFUNA DANIEL

AMENITIES (26)

#	Name	Type	Distance (m)
1	MAPETLA HIGH SCHOOL	EDUCATION	272
2	SEDIBATHUTO PRIMARY	EDUCATION	405
3	MORITING PRIMARY	EDUCATION	485
4	DIKGABANE PRIMARY SCHOOL	EDUCATION	561
5	ALTMONT TECHNICAL HIGH SCHOOL	EDUCATION	679
6	PROTEA SOUTH PRIMARY SCHOOL	EDUCATION	688
7	KHOTSO PRIMARY	EDUCATION	862
8	MOTSANENG PRIMARY	EDUCATION	908

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SURVEYOR GENERAL DIAGRAMS:



L296/1980 - Additional Notes
 ERVEN 5806-5807 CONSOL now ERF 7306-S.G.No. 1963/2016

CONSOLIDATION DIAGRAM

L. No. 296/1980

APPROVED

uffian Byl

for SURVEYOR - GENERAL
1981-06-17

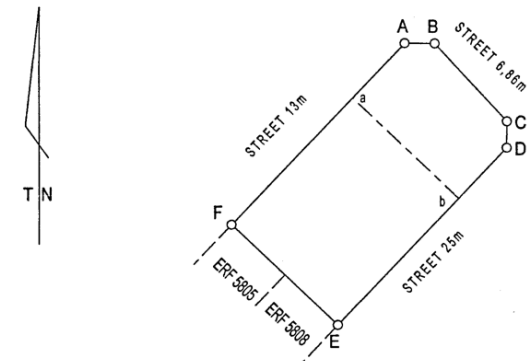
APPROVED

for Minister of
CO-OPERATION AND DEVELOPMENT

S.G. No.
1963/2016
Approved
Ad B
for
SURVEYOR-
GENERAL
2016-04-20
Act 4 of 1984
c. R1897/1986 Reg. 19(5)
Certificate and Plan

COMPONENTS:

1. The figure abEFa represents Erf 5806.
Vide General Plan S.G. No. L 296/1980.
Deed of Transfer No.T 44058/2012
2. The figure ABCDbA represents Erf 5807.
Vide General Plan S.G.No. L 296/1980.
Deed of Transfer No.T 4206/2014



Scale 1:1250

The figure represents

ABCDEF A
2915 square metres

of land being

ERF 7306
(and comprises components 1 and 2 listed above)
CHIAWELO EXTENSION No. 3 TOWNSHIP

Province of GAUTENG

Compiled in April 2016 by me


T.S. PHAKATHI
Professional Land Surveyor
Registration Number (PLS - 1156)

This diagram is annexed to
No.
d.d.
i.f.o.

Registrar of Deeds
JHB

The original diagrams are as listed above.

File *ERVEN*

G.P. S.G.No. L 296/1980
Comp. IQNP - 3194, 3332
T.P.



CITY OF JOHANNESBURG: Corporate Geo-Informatics

Property Report

Reports generated from the website can be used for the purpose of zoning information. Zoning information must be read in conjunction with the applicable Town Planning Scheme clauses and Amendment Scheme relevant to the erf. More information can be obtained from the information desk on the 5th floor, Metro Building, Braamfontein.

Amendment Scheme Number	16-15440
Town Planning Scheme Code	0
Hotlink	https://ags.joburg.org.za/Amendment_Schemes/0/0_16-15440.pdf
Amendment Scheme Date	2015/08/26 12:32:14
Active Date	2015/11/25 12:32:14
Status	CURRENT

Map of the location



Mon May 26 2025

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174 No. 528

PROVINCIAL GAZETTE, 25 NOVEMBER 2015

Notice begins further down on page

LOCAL AUTHORITY NOTICE 2107 OF 2015

Notice is hereby given that the City of Johannesburg Metropolitan Municipality has approved the following in respect of Erven 5806 and 5807 Chiawelo Extension 3 in terms of section 6(8) of the Gauteng Removal of Restrictions Act, 1996 (Act 3 of 1996) as amended:

- (1) The amendment of the Land Use Conditions as defined in Annexure F of the Regulations relating to Township Establishment and Land Uses 1986, made in terms of Section 66 of the Black Communities Development Act, 1984 (Act 4 of 1984) from "Community Facility" to "Industrial", subject to certain conditions as indicated in the approved application, which Amendment Scheme will be known as Amendment Scheme 16-15440.

The Amendment Scheme is filed with the Executive Director: Development Planning, 158 Civic Boulevard, Metropolitan Centre, A Block, 8th Floor, Braamfontein 2017 and is open for inspection at all reasonable times.

Amendment Scheme 16-15440 will come into operation on the date of publication hereof.

Hector Bheki Makhubo
 Deputy Director: Legal Administration
 City of Johannesburg Metropolitan Municipality
 Notice No: 827/2015,
 Date: 25 November 2015



City of Johannesburg
 Development Planning

Metropolitan Centre
 158 Civic Boulevard
 Loveday Street
 Braamfontein

PO Box 30733
 Braamfontein
 2017

Tel +27(0)11 407-8901
 Fax +27(0)11 339-1546

www.joburg.org.za

Batibane (PTY) Ltd
 PO Box 4694
KEMPTON PARK
 1620

26 August 2015

Dear Sir

COMMENTS ON THE APPLICATION FOR REZONING OF ERVEN 5806 AND 5807 CHIAWELO EXTENSION 3 IN TERMS OF SECTION 57B OF THE BLACK COMMUNITIES DEVELOPMENT ACT, 1984 (ACT 4 OF 1984). (REG NO.: 16-15440)

Your application dated 12 May 2015 refers.

Notwithstanding the provisions of any other law, the Executive Director: Development Planning, duly authorised on behalf of the City of Johannesburg and in terms Clause 57(b) of Black Communities Development Act, Act 4 of 1984, read together with the Township Establishment and Land Regulations, 1986, hereby *support*, subject without prejudice to the general conditions of Annexure F of the repealed Black Communities Development Act, 1984, the amendment of the zoning of Erven 5806 and 5807 Chiawelo Extension 3 from "Community Facility" to "Industrial" to permit the development of a filling station :

Use Zone	: "Industrial"
Primary Rights	: Filling station and associated and subservient uses only
Consent Use Rights	: As per Annexure F
No Rights	: As per Annexure F
Height	: As per Annexure F – Three (3) storeys
Coverage	: As per Annexure F - 70%
Floor Area Ratio	: As per Annexure F – 1,0
Parking Provision	: Parking shall be provided to the satisfaction of the Council
Building Lines	: As per Annexure F

General Conditions:

1. The erf may only be used for a filling station and associated and subservient uses.
2. A Site Development Plan to the satisfaction of the Council shall be submitted for evaluation and be approved prior to the submission of building plans.
3. The erf shall be landscaped, preferably by the planting of indigenous trees and shrubs, and maintained to the satisfaction of the Council.
4. Ingress to and egress from the erf shall be located, built, paved and maintained to the satisfaction of the Council (JRA) as per approved SDP.
5. On-site storm water attenuation shall be provided and maintained to the satisfaction of the Council (JRA), if required.

6. The storm water attenuation area shall be fenced, if required, and all the necessary safety precautionary measures shall be imposed, implemented and maintained by the owner at all times to the satisfaction of the Council.
7. Erven 5806 and 5807 Chiawelo shall be consolidated.

The following shall be noted:

1. *All conditions of the City of Johannesburg's affected departments and Municipal Entities (ME's) shall be complied with to their satisfaction.*

Yours faithfully

pp.EXECUTIVE DIRECTOR:
DEVELOPMENT PLANNING
 (City of Johannesburg)

Author : Zara Marais
 Tel. : 011 407 6174
 Fax. : 011 339 1546

CONSOLIDATION CERTIFICATE

This is to certify that the Executive Director: Development Planning, duly authorised thereto, granted consent to the consolidation of Erf 5806 and 5807 Chiawelo Extension 3 in terms of Section 92 of the Town Planning and Townships Ordinance, No. 15 of 1986, into one erf as shown on Plan 16/3290/2014 and subject, without prejudice to the general provisions of the Town Planning Scheme, to the following conditions:

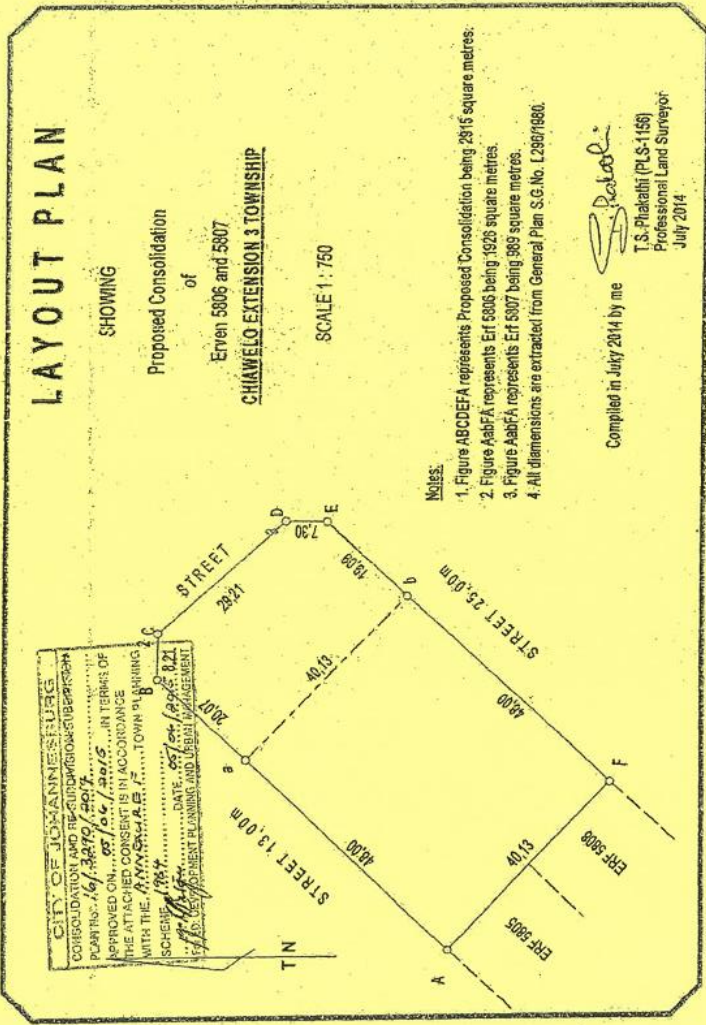
- 1. Compliance with all the requirements of the relevant City of Johannesburg departments and MOEs.
- 2. The owner shall submit a true copy of the consolidation diagram to the GIS Department of the City of Johannesburg and to the Electricity Supply Authority (if applicable) as soon as it has been approved by the Surveyor General.

NOTES

- 1. The Executive Director: Development Planning accepts no responsibility for the accuracy of the figures or dimensions shown in the diagram on the reverse side hereof :



EXECUTIVE DIRECTOR:
DEVELOPMENT PLANNING





A. VIR AKTEBESORGER SE GEBRUIK / FOR CONVEYANCER'S USE:

Notas/Notes:

FINALE DAGBOEK
 2019-11-29
 I, THE UNDERSIGNED, HEREBY CERTIFY THAT THERE ARE NO OBJECTIONS OR SEQUESTRATION, PENDING AND I REQUEST THAT THESE DEEDS BE FINAL BLACK BOOKED FOR EXECUTION / REGISTRATION TODAY.
 CONVEYANCER
 DATE 29/11/2019
 PERMANENTLY GRANTED BY
 2019-11-29
 BAT MOOHERA
 ASSISTANT REGISTRAR

B. VIR AKTEKANTOOR GEBRUIK / FOR DEEDS OFFICE USE:

Interdike nagesien deur / Interdicts checked by	Dorp goedgekeur (geproklamer) / Township approved	Opmerkings/Remarks	Paraaf/Initials
1. Gegiftingserwe / Endowment erven			
2. Begiftiging / Endowment			
3. Voorwaardes / Conditions			
4. Mikro / Micro			
5. Algemene plan / General plan			
6. Titellakte / Title deed			
7. Verbands teen dorpsinstit / Bonds against township title			
8. Datum nagesien / Date checked			

Kantoor instruksies/Office instructions:

Seksie/Section:

203
 (011) 286 - 6900

(Brief description of property (only para. 1 in Deed)
 (Kort beskrywing van eiendoms (degs para. 1 in akte))

Eg 7306 Chiqwelo ext 3

UITVOERING - EXECUTION *KCC 9/12/19*

A. VIR AKTEKANTOOR GEBRUIK / FOR DEEDS OFFICE USE

(a) Datum van indiening / (b) Gelyktydiges nie indien nie / (c) Regstellings / Rectifications

LODGED
 13 NOV 2019
 22 NOV 2019
 JOHANNESBURG

EXECUTE BY VOER UIT TEEN
 2019-12-06

Onderskryf / Signer	Naam / Room	Skakeling / Linking	Verwerp / Reject	Passeer / Passed
1. S. Mitrani	GROUP C	8 / 1		
2. T.C. Mndlovhu				
3.				

B. (a) VIR AKTEBESORGER SE GEBRUIK FOR CONVEYANCER'S USE

Verwysing No. / Reference No. **T000044064 / 2019**

ED4515 / Clara

GELYKTYDIGES / SIMULS

Kode / Code	Naam van Partye / Names of Parties	Firma / Firm No.	No. in Stel / Batch	Titellaktes ens. binne / Titles etc. within
1	MASHUDU TIMOTHY RABOTHATA / TSHIAWELO SERVICE STATION (PTY) LTD	203	1	T 6257 / 2017
2	BC RABOTHATA / RABOTHATA	203	2	
3	B TSHIAWELO SERVICE STATION (PTY) LTD / ABSA BANK	203	3	
4	KL TSHIAWELO / ENGEN	549	4	
5	KS TSHIAWELO / ENGEN	549	5	
6	KS TSHIAWELO / ENGEN	549	6	
7	B ENGEN / ABSA	549	7	
8	K ENGEN / ABSA	549	8	

REGISTRAR OF DEEDS
 23 NOV 2019
 JOHANNESBURG
 REGISTRAR VAN AKTES

Code	Firma / Firm	Eiendoms/Property	Kantoor/Office
1			
2			
3			
4			

Registrasie versoek deur/Registration requested by:

Datum/Date: **020006420443**



Lawtons Africa
203
TEL: +27 11 286 6900

DEED OF TRANSFER

in favour of

TSHIAWELO SERVICE STATION PROPRIETARY LIMITED

over

ERF 7306 CHIAWELO EXT 3 TOWNSHIP



**LAWTONS
AFRICA**

LAWTONS AFRICA
140 West Street, Sandton
Johannesburg
Tel: +27 11 286 6900
Email: info@lawtonsafrica.com
www.lawtonsafrica.com
Docex 7, Sandton Square

GhostConvey 17.1.14.6

203

Hogan Lovells (South Africa)
Sandton

Fees/Pole	R 1588.00
Exempted	Cat.
Vrygestel	Kat.

Prepared by me

CONVEYANCER
RENELOPE ANNE CHENERY

VERKOOP	MONTGAGED
VIR FOR R 12 000 000.00	
31330353/2019	
2019-11-29	

T000044064/2019

DEED OF TRANSFER

BE IT HEREBY MADE KNOWN THAT

TERSIA SUSAN PRINSLOO

appeared before me, REGISTRAR OF DEEDS at JOHANNESBURG, he/she the said Appearer being duly authorised thereto by a Power of Attorney signed at Sandton on 5 September 2019 and granted to him/her by

MASHUDU TIMOTHY RABOTHATA
Identity Number 740211 5338 08 0
Unmarried

VIR VENDERE ENDOSSEMENTS BIEK FOR FURTHER ENDOSSEMENTS SEE	Page 7
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Lexis® Convey 17.1.11.21



Page 2

And the Appearer declared that his/her said principal had truly and legally sold on 20 August 2019 and that he/she, the said Appearer, in his/her capacity aforesaid, did, by these presents, cede and transfer to and on behalf of

TSHIAWELO SERVICE STATION PROPRIETARY LIMITED
 Registration Number 2018/202631/07

its Successors in Title or assigns, in full and free property

ERF 7306 CHIAWELO EXTENSION 3 TOWNSHIP
REGISTRATION DIVISION IQ, PROVINCE OF GAUTENG

MEASURING 2915 (TWO THOUSAND NINE HUNDRED AND FIFTEEN)
Square metres

FIRST REGISTERED and still held by Certificate of Consolidated Title
T6257/2017 with Consolidation Diagram SG No. 1963/2016 annexed
thereto

SUBJECT TO THE FOLLOWING CONDITIONS:

- A.1. The former Erf 5806 Chiawelo Extension 3 Township, Registration Division I.Q., Province of Gauteng, indicated by the figures abEFa on consolidated diagram S.G. No. 1963/2016 is subject to:

Notarial Deed No. 30/1939 S whereby the right has been granted to THE VICTORIA FALLS AND TRANSVAAL POWER COMPANY LIMITED, to convey electricity over the property hereby transferred together with ancillary rights, and subject to conditions as will more fully appear on reference to the said Notarial Deed and diagram.

2. The former Erf 5807 Chiawelo Extension 3 Township, Registration Division I.Q., Province of Gauteng, indicated by the figures ABCDbAa on consolidated diagram S.G. No. 1963/2016 is subject to:

Notarial Deed No. K625/1988S whereby the right has been granted to THE VICTORIA FALLS AND TRANSVAAL POWER COMPANY LIMITED, to convey electricity over the property hereby transferred together with ancillary rights, and subject to conditions as will more fully appear on reference to the said Notarial Deed and diagram.

Page 3

3. Notarial Deed No. K210/197-87S having reference to the sale and cession of coal rights on a portion of the farm which includes the area hereby conveyed which rights are restricted by Notarial Deed No. K157/1996S as will more fully appear from reference to the said Notarial Deed.

4. (i) Notarial Deed No. K1095/1991S whereby the right has been granted to THE VICTORIA FALLS AND TRANSVAAL POWER COMPANY LIMITED, to convey electricity across the property hereby transferred together with ancillary rights, and subject to conditions as will more fully appear on reference to the said Notarial Deed and diagram, which Notarial Deed was registered on the 30th November, 1938.

- (ii) Notarial Deed No. K1367/1996S whereby the right has been granted to the ELECTRICITY SUPPLY COMMISSION to convey electricity over the property hereby transferred together with ancillary rights, and subject to conditions as will more fully appear on reference to the said Notarial Deed and diagram, which Notarial Deed was registered on the 7th September 1945.

5. Deed of Servitude No. K363/1988S, having reference to the laying of pipes to convey water to Johannesburg.

AND FURTHER SUBJECT TO THE FOLLOWING CONDITIONS HEREINAFTER SET OUT:

- B. 1 (i) The use of the sites set out hereunder is as defined and subject to such conditions as are contained in the Land Use Conditions in Annexure F to the Township Establishment and Land Use Regulations, 1986, made in terms of section 66(1) of the Black Communities Development Act, 1984 provided that all applications for public garages and liquor outlets shall be submitted to the Council for approval and provided furthermore that on the date on which a town-planning scheme relating to the site comes into force the rights and obligations contained in such scheme shall supersede those contained in the aforesaid Land Use Conditions, as contemplated in section 57B of the said Act.



Page 4

- (ii) The use zone of the erf can on application and after consultation with the Council concerned, be amended subject to such conditions as the Council may impose.
- 2. (i) The erf is subject to the following servitudes in favour of the Local Authority for municipal services and equipment:
 - (a) 2,00 metres wide along any two boundaries other than a street boundary.
 - (b) 2,00 metres wide across the access portion of a pan handle erf.
 - (c) 2,00 metres each side of any Electricity distribution cubicle or lighting mast.

Provided that the local authority may waive full compliance with the requirements of any of these servitudes.

- (ii) Should the Local Authority be requested to make any alterations to, repositioning or removal of any existing municipal service on or traversing the erf, all expense of such alteration, repositioning or removal shall be prepaid for by consumer to the Local Authority.
- (iii) No building or other structure shall be erected within the aforesaid servitude servitude areas and no large-rooted trees shall be planted within the area of such servitude or within a metre thereof.
- (iv) The Local Authority shall be entitled to deposit temporarily on the land adjoining the aforesaid servitudes such material as may be excavated by it during the course of construction, operation, maintenance, repositioning or removal of such municipal services and equipment as it, in its discretion, may deem necessary and shall further be entitled to reasonable access to the said land for the aforesaid purpose, subject to any damage done during the process of the construction, operating, maintenance, repositioning, or removal of such municipal services and equipment being made good by the Local Authority.

Page 5

- (v) The erf lies in an area where soil conditions can effect building and structures and result in damage to them and the owner thereof accepts all liability for any damage thereto and to any structure thereupon which may result from such conditions.

3. The use of the aforesaid site shall be "Community Facility".

AND SUBJECT FURTHER to such conditions as are mentioned or referred to in the aforesaid Deed/s.

WHEREFORE the Appearer, renouncing all rights and title which the said

MASHUDU TIMOTHY RABOTHATA, Unmarried

heretofore had to the premises, did in consequence also acknowledge him to be entirely dispossessed of, and disentitled to the same, and that by virtue of these presents, the said

TSHIAWELO SERVICE STATION PROPRIETARY LIMITED
 Registration Number 2018/202631/07

its Successors in Title or Assigns, now is and henceforth shall be entitled thereto, conformably to local custom, the State, however reserving its rights, and finally acknowledging the purchase price to be the sum of R3 000 000,00 (THREE MILLION RAND).



Page 6

IN WITNESS WHEREOF, I the said Registrar, together with the Appearer q.q., have subscribed to these presents and have caused the Seal of Office to be affixed thereto.

THUS DONE AND EXECUTED at the Office of the REGISTRAR OF DEEDS at JOHANNESBURG on 2019-11-29

In my presence

REGISTRAR OF DEEDS

PAGE

ANNEXED TO T

BY VIRTUE OF NOTARIAL DEED OF SERVITUDE K 000002970/2019 S/2019
 DATED 06/11/2019,

THE WITHIN MENTIONED PROPERTY IS SUBJECT TO A WAIVER OF PREFERENCE OF RESTRAIN OF TRANSFER OF PROPERTY IN FAVOUR OF ABSA BANK LIMITED GRANTED BY ENGEN PETROLEUM LIMITED

AS WILL MORE FULLY APPEAR FROM THE SAID NOTARIAL DEED

2019-11-29

Datum/Date

REGISTRAR/REGISTRAR

Page 7

Leased to: **ENGEN PETROLEUM LIMITED**
 For a period of: **20 years**
 By Lease No: **K.000002967/2019**
 Date: **13 September 2019**
 Registrar: **[Signature]**
 Deeds Office: **AKA/Karst**
 JOHANNESBURG

VERBIND MORTGAGED
 V/A R 6000 000-00
 B 000030353/2019
 29/11/2019
 REGISTRAR/REGISTRAR

WAGTERDING ENDOSEMENTS SIE
 FOR FURTHER ENDOSEMENTS SEE **Page 8**



UITVOERING - EXECUTION

A. VIR AKTEKANTOOR GEBRUIK/FOR DEEDS OFFICE USE:

(a) Datum van indiening Date of lodgement	(b) Gelyktydiges nie ingedien nie Simults not lodged	(c) Regstellings Rectifications
DMS INCORPORATED 549 Tel: 011 721 4800 Registrar of Deeds LODGED 22 NOV 2019 EXECUTE BY VOER UIT TEEN 2019-12-06		

Ondersoek/ 1	Kamer/Room 2	Skakeling Linking 3	Verwerp Reject 4	Passeer Passed 5
S. M. M. M.	GROUP C	8 4	R.	⊕
T.C. Mndlovhu				

B. (a) VIR AKTEBESORGER SE GEBRUIK:
FOR CONVEYANCER'S USE:

Verwysing No./Reference No.	Skakeling/Linking
AA/KJ/ENS00046	8 4

GELYKTYDIGES/SIMULS

Kode Code	Name van Partye Names of Parties	Firma Firm No.	No. in Stel/batch	Titelaktes ens. binne Titles etc. within
1	Mashudu Timothy Rabothata/Tshiawelo Service Station	203	1	
2	Rabothata / Rabothata	203	2	
3	Tshiawelo Service Station (Pty) Ltd/Aba Bank Limited	203	3	
4	Tshiawelo / Engen (Lease)	549	4	
5	Tshiawelo / Engen (servitude restricting use)	549	5	
6	Tshiawelo / Engen (servitude of restraint of transfer)	549	6	
7	Tshiawelo / Engen (second bond)	549	7	
8	Engen / ABSA (waiver of preference)	549	8	
9				
10				

(b) GELYKTYDIGES MET ANDER REGISTRASIEKANTORE/DEELTITELS:
SIMULS WITH OTHER REGISTRIES/SECTIONAL TITLES:

Kode Code	Eiendom/Property	Kantoor/Office
1		
2		
3		
4		

Registrasie Versoek deur/Registration requested by

Datum/Date: 2019-11-21



020006548151

HOUTORS STATIONERY: K FILE

549

FIRST FLOOR
GENESIS HOUSE,
27 FRICKER ROAD
ILLOVO
SANDTON
2196

NOTARIAL DEED OF LEASE

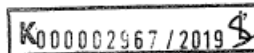
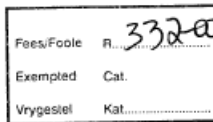
IN FAVOUR OF

ENGEN PETROLEUM LIMITED

BY

TSHIAWELO SERVICE STATION (PTY) LTD

DMS INCORPORATED,
1ST FLOOR
GENESIS HOUSE
27 FRICKER ROAD
ILLOVO
SANDTON
2146


NOTARIAL DEED OF SERVITUDE IN RESTRICTION OF USE

Protocol No.78 / 2019

BE IT HEREBY MADE KNOWN:

 THAT on this 13th day of September, in the year Two Thousand and Nineteen (2019) at Johannesburg before me

ASHLEY ROBYN ALLANBY

Notary Public practising at the foresaid place, and in the presence of subscribing competent witnesses, came and appeared:

KHULULWE VIVIACIOUS JAKO

in her capacity as the duly authorised attorney and agent of

TSHIAWELO SERVICE STATION PROPRIETARY LIMITED

 Registration Number 2018/202631/07
 (hereinafter referred to as "the **Grantor**")

 she being duly authorised thereto under and by virtue of a special power of attorney granted to her at Sandton on the 20th day of August 2019 by,

MASHUDU TIMOTHY RABOTHATA

 he being duly authorised thereto by virtue of a resolution passed by the board of directors of the **Grantor** at Chiawelo on the 29th day of July 2019;

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



Notarial Deed of Lease

page 2

ENGEN PETROLEUM LIMITED
 Registration Number 1989/003754/06
 (hereinafter referred to as "the **Lessee**")

 she being duly authorised thereto under and by virtue of a special power of attorney granted to her at Johannesburg on the 14th day of August 2019 by

LEFIKA MOROBE

 in his capacity as legal advisor of the **Lessee** and being duly authorised thereto by virtue of a resolution passed by the board of directors of the **Lessee** at Cape Town on 01 March 2016;

which said special powers of attorney and certified copies of which said resolution[s] remain filed in my protocol.

AND THE SAID APPEARER DECLARED THAT:

 The **Lessor** hereby lets to the **Lessee** which hires the following immovable property:

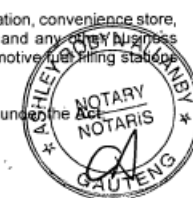
ERF 7306 CHIAWELO EXTENSION 3 TOWNSHIP
REGISTRATION DIVISION I.Q.
PROVINCE OF GAUTENG
IN EXTENT 2915 (TWO THOUSAND NINE HUNDRED AND FIFTEEN) SQUARE METRES
HELD BY DEED OF TRANSFER NUMBER T 000044064 / 2019

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

1. DEFINITIONS

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

- (a) "the **Act**" shall mean the Petroleum Products Act, No 120 of 1977 (as amended) inclusive of regulations promulgated thereunder, as in force from time to time;
- (b) "**Base Date**" shall mean the first day of the calendar month immediately following the later of:
 - (i) the **Streaming Date**; or
 - (ii) the date of registration of this lease; or
 - (iii) the date upon which the **Development** is certified as practically complete;
 - (iv) provided that, in the event that the latest of the said dates is the first day of a calendar month, the **Base Date** shall be that day;
- (c) "**Business**" shall mean the business of an automotive fuel filling station, convenience store, restaurant, "fast-food" facility, "auto-teller", work shop, car-wash and any other business activity which for the time being is conducted as ancillary to automotive fuel filling station operated under the **Lessee's** brand;
- (d) "the **Controller**" shall mean the Controller of Petroleum Products under the **Act**

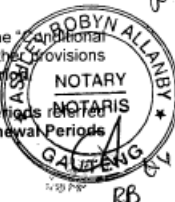




- (e) "Development" shall mean buildings and other improvements to be erected on the **Property** intended *inter alia* to serve as fuel filling station, convenience store and related facilities in accordance with the **Transaction Agreement**;
- (f) "Final Date" shall mean the day immediately prior to the 20th (twentieth) anniversary of the **Base Date**;
- (g) "First Renewal Period" shall mean a period commencing on the 10th (tenth) anniversary of the **Base Date** and continuing until the day immediately preceding the 15th (fifteenth) anniversary of the **Base Date**;
- (h) "Initial Period" shall mean a period commencing on the date of execution of the **Transaction Agreement** and continuing until the day immediately preceding the 10th (tenth) anniversary of the **Base Date**;
- (i) "Premises" shall mean the **Property** together with all buildings, erections and other improvements thereon or which might be constructed thereon (including all fixtures and fittings therein to the extent owned by the **Lessor**);
- (j) "Streaming Date" shall mean the day on which petrol, supplied by the **Lessee** to the **Premises** for resale thereat in the **Business**, is first sold to the public through pumps installed at the **Premises** by or on behalf of the **Lessee**;
- (k) "Renewal Period(s)" shall mean the renewal periods referred to above or any of them;
- (l) "Rental Year" shall mean
- the period from the commencement of this lease under sub-clause 2.1 until the day immediately preceding the first anniversary of the **Base Date**; or
 - any period of twelve consecutive calendar months beginning with the calendar month of which the first day is an anniversary of the **Base Date**.
- (m) "Retail Licence" shall mean the licence required by the **Act** to conduct on the **Property** the business of a retailer of liquid petroleum fuels.
- (n) "Second Renewal Period" shall mean a period commencing on the 15th (fifteenth) anniversary of the **Base Date** and continuing until the day immediately preceding the 20th (twentieth) anniversary of the **Base Date**;
- (o) "Site Licence" shall mean the licence required by the **Act** pertaining to matters such as, the personal qualities of the **Lessor** as owner of the **Property**, the condition of the **Property** and the development and use of the **Property** for the sale of liquid petroleum fuels in the retail trade;
- (p) "Transaction Agreement" shall mean the agreement, if any, to which the **Lessor** and the **Lessee** are parties, which provides for *inter alia* the conclusion of this lease and possibly for other matters pertinent to the relationship between the **Lessor** and the **Lessee** relative to the **Property** and any reference to the obligations of the **Lessor**, or the **Lessee**, under the **Transaction Agreement** shall include obligations under any agreement which is an exhibit thereto.

2. DURATION OF TENANCY

- 2.1 This tenancy shall enter into force, or be deemed to have entered into force, on the "Conditional Fulfilment Date" as defined in the **Transaction Agreement**, and subject to the other provisions of this deed and the provisions of law, shall continue until the end of the **Initial Period**;
- 2.2 The **Lessee** shall have the option to renew this lease for each of the **Renewal Periods** referred to in sub-clause 1.1. The renewal of this lease shall take place for each of the **Renewal Periods**



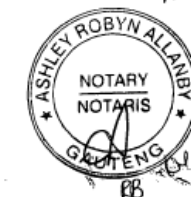
automatically, that is to say, without the **Lessee** having to give any notice. The lease shall however not be renewed for any **Renewal Period** if the **Lessee** gives written notice to the **Lessor**, to the effect that the lease will not be renewed for that **Renewal Period** concerned, within 30 days of receipt by the **Lessee** of written notice by the **Lessor** informing the **Lessee** of the forthcoming option and calling upon the **Lessee** to make an election, whether or not to exercise its right of renewal. The **Lessee** may elect not to renew the lease even though such notice by the **Lessor** is received after the **Renewal Period** concerned has begun, or where no such notice is received by the **Lessee** by the time the **Renewal Period** commences. If the lease is not renewed for any **Renewal Period**, it shall also not be renewed for subsequent **Renewal Periods** if any.

3. RENTAL

- 3.1 Subject to the remaining provisions of this clause 3, the rental payable by the **Lessee** to the **Lessor** with respect to the period from its entry into force under sub-clause 2.1 until the end of the month of which the **Base Date** is the first day, notwithstanding the length of such period, shall be a sum of R 30 000.00 (thirty thousand Rand). Any reference to "monthly rental" in respect of the first **Rental Year** shall be deemed to treat such period as a month.
- 3.2 The monthly rental in respect of each remaining calendar month of the first **Rental Year** shall be the sum of R 30 000.00 (thirty thousand Rand).
- 3.3 In respect of each subsequent **Rental Year** for the duration of the **Initial Period**, the monthly rental shall be the monthly rental effective during the immediately preceding **Rental Year** plus a factor of 7% (seven percent).
- 3.4 For ease of reference, the monthly rental for each **Rental Year** during the **Initial Period** is set out in the following table;

Rental Year	Escalation Rate	Rental
1	nil	R 30 000
2	7%	R 32 100
3	7%	R 34 347
4	7%	R 36 751.29
5	7%	R 39 323.88
6	7%	R 42 076.55
7	7%	R 45 021.91
8	7%	R 48 173.44
9	7%	R 51 545.59
10	7%	R 55 153.78

- 3.5 The monthly rental for the first **Rental Year** of the **First Renewal Period** shall be the sum of R 100 000.00 (one hundred thousand Rand).
- 3.6 In respect of each subsequent **Rental Year** for the remaining duration of this agreement, the monthly rental shall be the monthly rental effective during the immediately preceding **Rental Year** plus a factor of 7% (seven percent).
- 3.7 For ease of reference, the monthly rental for each **Rental Year** subsequent to the **Initial Period** is set out in the following table;





Rental Year	Escalation Rate	Rental
11	nil	R 100 000
12	7%	R 107 000
13	7%	R 114 490
14	7%	R 122 504.30
15	7%	R 131 079.60
16	7%	R 140 255.20
17	7%	R 150 073
18	7%	R 160 578.10
19	7%	R 171 818.60
20	7%	R 183 845.90

3.8 In addition to the rental payable in accordance with the provisions of clauses 3.1 to 3.7, the Lessee shall effect payment to the Lessor of Development Rental on the following terms:

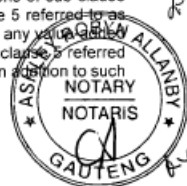
- a monthly payment in the amount of R 150 000.00 for a period of twelve consecutive calendar months beginning on the **Base Date**;
- in respect of each subsequent period of twelve consecutive calendar months until immediately prior to the tenth anniversary of the **Base Date**, the monthly rental shall be the monthly rental effective during the immediately preceding period of twelve consecutive calendar months plus a factor of 4% (seven percent).

4. PAYMENT OF RENTAL

- Subject to the provisions of sub-clauses 4.2 and 20.3, all rental payable by the Lessee to the Lessor shall be paid by transfer to, or deposit into, the Lessor's current banking account, in the name of the Lessor, at such bank in South Africa as the Lessor may appoint from time to time by written notice to the Lessee. In the absence of the Lessor having notified the Lessee of any such banking account in writing, the Lessee may retain such rental and shall not be obliged to pay or tender the same and shall not thereby be considered to be in breach of its obligation to pay that rental. Any such rental retained shall be paid in the above manner once the Lessee has been provided with full written details of the relevant banking account.
- The Lessee may at any time and from time to time by notice to the Lessor determine that any amount which may then be or thereafter become due and payable by the Lessee to the Lessor as rental with respect to this tenancy shall be set off against such obligations of the Lessor to the Lessee as may be specified in that notice. The Lessor shall not be entitled to discharge any obligation owed to the Lessee by set-off against any claim for rental with respect to this tenancy, except to the extent that such set-off may occur pursuant to such a notice given by the Lessee to the Lessor.
- Nothing contained in sub-clause 4.2 shall be construed as limiting any rights of set-off which the Lessee may enjoy at any time with respect to any claim which it may have against, and any other obligation owed by it to, the Lessor.

5. VALUE ADDED TAX

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



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

- documentary evidence, in substance and in form to the Debtor's reasonable satisfaction, that the Creditor is obliged to account for such tax; and
- a proper tax invoice for the amount claimed complying with the requirements of the Value-Added Tax Act, 1991.

6. AUTHORITIES' CHARGES WITH RESPECT TO THE PROPERTY

- The Lessee shall be solely responsible for all assessment rates, taxes, betterment charges and other taxes and outgoings of every description levied on the Property and/or the improvements thereon and/or the occupation or use thereof, inclusive of licence fees payable in respect of the Property.
- The Lessee shall be solely responsible for all water, electric current, gas, sanitary, sewerage and refuse removal and other similar charges as may from time to time be levied by any competent authority in respect of services provided to the Premises.
- The Lessee shall, to the extent reasonably practicable and so required by the Lessor, enter into direct arrangements with the authority concerned for payment of any amounts levied or to be levied by that authority as contemplated in the provisions of sub-clause 6.2.
- Should the Lessee effect payment to the Lessor, or to the local authority, of any amount for which it is in fact not liable, the Lessor shall, on demand, reimburse the Lessee that amount.
- Should the Lessee wish to dispute any amounts levied by, or payable to, the local authority or any third party and for which the Lessee would be liable, in terms of this clause 6, if duly payable to the local authority, or party concerned, and should this necessitate the institution of legal action, arbitration, or any formal dispute procedure ("the action concerned"), the Lessor shall, on written request by the Lessee, through attorneys or consultants nominated in writing by the Lessee and on the further the written directions of the Lessee;
 - institute the action concerned and prosecute same;
 - institute the such appeal procedures as the Lessee may request; and
 - pursue such recoveries as may be awarded, for the benefit of the Lessee.
- The cost of action taken in terms of sub-clause 6.5 shall be for the account of the Lessee subject to the obligation of the Lessor to credit the Lessee with any costs recovered from the local authority or third party concerned.

7. LICENSING AND COMPLIANCE WITH LAW

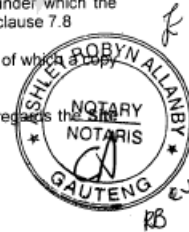
- Subject to the provisions of this clause 7, the Lessor shall be responsible for the preparation and prosecution of all necessary applications under the Act to procure, to renew and/or to maintain the Site Licence. The Lessor shall furthermore be responsible to take all reasonable steps to ensure that the Site Licence is maintained, inclusive of steps which may be necessary to comply with directions by the Controller with respect to the Site Licence. The Lessor shall at its cost effect such improvements and alterations to the Premises in accordance with plans and specifications prepared by the Lessee in compliance with its current design standards and specifications in order to procure or to maintain in existence the Site Licence.
- Subject to the provisions of this clause 7, the Lessee shall be responsible for the preparation and prosecution of all necessary applications under the Act to procure, to renew and/or to maintain the Retail Licence. The Lessee shall furthermore be responsible to take all reasonable steps to





ensure that the **Retail Licence** is maintained, inclusive of steps which may be necessary to comply with directions by the **Controller** with respect to the **Retail Licence**.

- 7.3 To the extent that the **Act** may require that the grant or existence of a **Retail Licence** may be a precondition for the grant or existence of a **Site Licence**, the **Lessor** shall not by virtue of the provisions of sub-clause 7.1 be required to undertake any responsibility with respect to the application for or the maintenance of the **Retail Licence**. To the extent that the **Act** may require that the grant or existence of a **Site Licence** may be a precondition for the grant or existence of a **Retail Licence**, the converse shall apply as regards the **Lessee's** obligations under sub-clause 7.2.
- 7.4 In the event of, the refusal of the **Site Licence**, or the withdrawal thereof, or in the event of any adverse official action with respect thereto, the **Lessor** shall prosecute such appeal or review proceedings as may be available under the **Act** or otherwise, unless the **Lessee** notifies the **Lessor** to do otherwise, in which event the **Lessor** shall have the option to do so.
- 7.5 The **Lessor** hereby appoints the senior legal advisor and/or any director (individually) of the **Lessee** as the attorney and agent of the **Lessor**, with power of substitution and sub-delegation, to sign such application, power of attorney and all such documents as may be necessary to bring an application for the **Site Licence**, or for its renewal, or extension and to take all steps as the **Lessor** itself may take with respect to the prosecution of such application, the launching of any appeal or review proceedings or such other steps as may be necessary to bring the application for the **Site Licence** to a final end and determination. The **Lessee** shall not exercise the powers so provided unless the **Lessor** has failed to take reasonable steps to bring the relevant application, or to take any necessary step during the process thereof, or to launch appeal or review proceedings, or to take any necessary step in connection with the prosecution thereof, if obliged to do so under sub-clause 7.4. For the purposes hereof, the **Lessor** shall be deemed to have so failed if it is in default of having taken material action after expiry of written notice by the **Lessee** of 10 days. In the event that the attorney and agent appointed in terms of this sub-clause 7.5 exercises the powers under this clause the **Lessor** shall indemnify the **Lessee** and such officer (and his/her appointee or substitutes) and hold them entirely harmless of all expenditure, losses and claims as may arise from the action so taken inclusive of any action by the **Lessor** consequent upon failure of action taken by the **Lessee** or its officer concerned (and his/her appointee or substitutes) whether for damages or otherwise.
- 7.6 The parties agree that the procurement of the **Site** and **Retail Licences** and any other licence as may be necessary for the conduct of the business on the **Property** are fundamental objectives of this lease and each undertakes to co-operate to the fullest extent as may be reasonable with respect to the procedures necessary to achieve these objectives. Without limiting the generality of the foregoing, the **Lessor** shall provide the **Lessee** with a copy of each application and document relating thereto and each notice or other communication received from or sent to the **Controller**. The **Lessor** shall furthermore provide the **Lessee** with all information and supporting documents necessary to bring any application or to launch any review or appeal proceedings.
- 7.7 Should the **Site Licence** or the **Retail Licence** not be granted or renewed or should any other necessary licence, permit or the like for the conduct of the **Business** not be granted or renewed by the authority concerned then the **Lessee** shall be entitled to terminate this agreement by written notice to the **Lessor** of not less than thirty days. Should the **Lessee** so determine, failure to grant any such application within a reasonable time after it shall have been made shall be deemed to be a refusal thereof.
- 7.8 The **Lessee** shall conform to all provisions of law affecting the conduct of the **Business** and shall not contravene or permit any contravention of any of the conditions of title under which the **Premises** are held: Provided however that the foregoing provisions of this sub-clause 7.8
- (a) shall not apply with respect to any provision of the said conditions of title of which a copy has not been delivered by the **Lessor** to the **Lessee**, and
- (b) shall not require the **Lessee** to undertake obligations of the **Lessor** as regards the **Site Licence**.



8. ENJOYMENT AND SUB-LETTING OF THE PREMISES

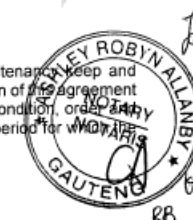
- 8.1 Throughout the period of this agreement, including any renewal thereof, the **Lessee** shall be entitled to the exclusive use and occupation of the **Premises**.
- 8.2 The **Lessee** shall be entitled to sub-let the **Premises** (or any portion thereof) or to give up occupation or possession of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

9. LESSEE'S RIGHTS REGARDING THE BUSINESS

- 9.1 The **Lessee** shall be entitled from time to time during the period of this agreement to affix, paint, show, display, exhibit and carry out all such advertisements, advertising and other signs, notices, devices and decorative work as the **Lessee** deems fit, in to and on the exterior (including the roof) and interior of the **Premises**.
- 9.2 The **Lessee** shall be entitled from time to time during the period of this agreement, at its discretion deems fit, to install and use and permit the installation and use in, on or about the **Premises** and to alter, remove or permit the alteration or removal from, in or about the **Premises** of;
- (a) such pumps, pump tank and other equipment for the handling, storage, use, sale, dealing in or distribution of automotive fuels;
- (b) such information systems hardware and software, inclusive of associated cabling and equipment of every description for the operation of the **Business**;
- (c) such electrical equipment, fittings, cabling, lighting and other installations of every description;
- (d) such fittings and equipment of every description reasonably required for the operation of the convenience store;
- (e) such equipment and other features reasonably required for the operation of the **Business** such as 'auto-teller' equipment, 'car-wash' equipment, bakery equipment and the like.
- 9.3 The **Lessee** shall be entitled from time to time during the period of this agreement and on the expiration or earlier termination of this agreement the **Lessee** may, and if so required by the **Lessor** shall, remove all advertisements, advertising and other signs, notices, devices and decorative work referred to in sub-clause 9.1, and all pumps, pump tank and other equipment referred to in sub-clause 9.2, from the **Premises** and shall reinstate the **Premises** at the **Lessee's** cost to their former condition, fair wear and tear excepted.
- 9.4 All equipment and other material installed in terms of this clause 9 shall remain the absolute property of the **Lessee** irrespective of the manner of installation.
- 9.5 All signage displaying trade names and marks of the **Lessee** and related companies, and all equipment for the storage and dispensing of Automotive Fuels, which may be on the **Property** at the time of the commencement of this lease and at any time during its existence, and on its termination, shall be deemed to belong to the **Lessee** unless the contrary be proved. This provision shall apply irrespective of the manner of installation of such equipment and signage.

10. MAINTENANCE OF THE PREMISES

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



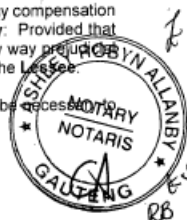


Lessee is obliged to pay rental, except for fair wear and tear and except for destruction thereof or damage thereto from a cause against which insurance cover may be commercially available.

- 10.2 The **Lessee** shall, at its own cost, replace any plate-glass windows, internal and external, in the **Premises** which may be broken or damaged from any cause whatsoever, and shall keep and maintain all sewerage pipes, water pipes and drains in use in connection with the **Premises** free from obstruction and blockage.
- 10.3 The **Lessee** shall be entitled, but not obliged, to paint or otherwise decorate the exterior of the **Premises** (or any part thereof) as and when and how (including but not limited to such colour schemes) as it deems fit.
- 10.4 Subject to the other provisions of this clause 10, the **Lessor** shall, at the **Lessor's** cost, keep and maintain the exterior (including the roof) in good order and repair. The **Lessor** shall effect any repair for which the **Lessor** may be responsible, without delay after notification thereof by the **Lessee**.
- 10.5 Should either party fail properly to perform any obligation in terms of sub-clause 10.1, 10.2 or 10.4, then the other party may, without prejudice to any other right or remedy which it may have, itself perform that obligation and recover the cost of so doing from the defaulting party.

11. BUILDINGS, IMPROVEMENTS AND ALTERATIONS

- 11.1 At any time and from time to time during the currency of this tenancy, the **Lessee** shall be entitled at its own cost to construct or erect, buildings or other improvements on the **Property**, or to alter or add to buildings or other improvements on the **Property**, as the **Lessee** at its entire and unfettered discretion may think fit, so long as done in accordance with the provisions of law.
- 11.2 Without in any way circumscribing or derogating from the absolute discretion of the **Lessee** with respect to its rights under sub-clause 11.1, it is recorded for the avoidance of any doubt that –
 - (a) the buildings, alterations or improvements contemplated by that sub-clause may comprise
 - (i) buildings and other improvements (whether structural or otherwise) intended for the carrying on thereof of the **Business**, or any feature thereof; and
 - (ii) alterations or additions to the **Premises** (whether structural or otherwise) which may be required from time to time by any competent authority as a condition of the granting of any licence, permit or the like, for the conduct of the **Business** (whether as contemplated by clause 7 or otherwise) or any renewal thereof; and
 - (iii) alterations to the **Premises**, whether structural or otherwise, as may be required, to ensure that the **Premises** conform to, any change in the corporate image of the **Lessee**, or any change of the brand of products marketed by the **Lessee** or any change of franchise of any convenience store, restaurant or other franchised business on the **Property**; and
 - (b) the **Lessee** may itself determine the nature and positioning on the **Property** of any such building or alteration, or other improvement, including but not limited to its design, specifications and standards and the positioning of vehicular entrances thereto and exits therefrom.
- 11.3 Save as otherwise set out in this agreement, the **Lessee** shall have no right to any compensation for any buildings or other improvements constructed or erected on the **Property**. Provided that the foregoing provisions of this sub-clause 11.3 shall not be construed as in any way prejudicing to any right of the **Lessee** with respect to any of its own equipment installed by the **Lessee**.
- 11.4 The **Lessee** shall be entitled to make such alterations to the **Premises** as may be necessary to change the brand of fuels and other products marketed from the **Premises**.



12. CONTINGENT OBLIGATION OF LESSOR

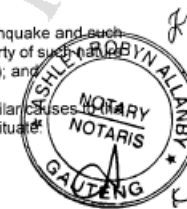
- 12.1 Should this agreement or this tenancy be terminated, otherwise than by expiry of its term or in consequence of any default by the **Lessee**, and such termination occurs either –
 - (a) in consequence of any default by the **Lessor**; or
 - (b) otherwise than in consequence of any default by the **Lessor** but in circumstances in which the **Lessor** might be or become entitled to receive any payment or compensation arising out of or in any way in connection with that termination, whether in consequence of expropriation or otherwise howsoever;
 - (c) then the **Lessor** shall immediately pay to the **Lessee** the amount determined by the provisions of sub-clause 12.2. Provided that in the case contemplated by the provisions of paragraph (b) of sub-clause 12.1, this liability of the **Lessor** to the **Lessee** shall be limited to the amount of the payment or compensation which the **Lessor** is entitled to receive as contemplated by the provisions of the paragraph (b) of sub-clause 12.1.
- 12.2 Subject to the proviso to sub-clause 12.1, the amount which the **Lessor** may become so obliged to pay to the **Lessee** shall be a portion (determined as set out below in this sub-clause 12.2) of the aggregate cost to the **Lessee** of the construction, erection and alteration of, and additions to, all buildings and other improvements on the **Property**, including but not limited to site works thereon and professional fees of whatsoever nature. The said portion shall be the quotient obtained by dividing the period, from the date of termination to the **Final Date**, by the period from the **Base Date** to the **Final Date**. Provided that if the **Base Date** shall not have occurred then the said portion shall be the whole.

13. LESSOR'S ACCESS TO THE PREMISES

- 13.1 The **Lessee** shall not unreasonably refuse the **Lessor** access to the **Premises** (either by the **Lessor's** agents or its workmen) to execute and carry out any repairs, structural alterations or structural additions or other necessary work in connection with the **Premises** which the **Lessor** may be obliged to carry out in terms of this agreement. The **Lessor** undertakes that the **Lessor** will not unduly or unreasonably interfere with the conduct of the **Business** during progress of any such work. Subject thereto and to the provisions of sub-clause 13.2, the **Lessee** shall not have any claim of any nature whatever for damages or otherwise against the **Lessor** as a result of any interference with the use and occupation by the **Lessee** of the **Premises** or the conduct of the **Business** caused by any such work.
- 13.2 The **Lessee** shall be entitled to a reduction of rental during the period of any suspension of the **Business** occasioned by any such work *pro rata* to the extent to which the **Lessee** is deprived of the beneficial use and occupation of the **Premises**. Failing agreement as to the said reduction, it shall be determined by arbitration.

14. INSURANCE

- 14.1 The buildings and other improvements on or constituting the **Premises** or which may from time to time be erected thereon, (hereinafter referred to as the **Buildings**) shall be insured and kept insured by the **Lessee**, to the full value thereof, as reasonably by the **Lessee** from time to time, with such insurer(s) as the **Lessee** may nominate in writing, or agree in writing –
 - (a) against risk of loss and damage by fire, riot, flood, civil disturbance, earthquake and such other causes (whether or not similar to the foregoing) against which property of such nature is ordinarily insured otherwise than as contemplated in paragraph 14.1(b); and
 - (b) against risk of loss or damage by political riot, malicious damage and similar causes, to the extent commercially available in the country in which the **Premises** are situated.





- 14.2 The **Lessor** shall not unreasonably withhold agreement to any proposal made by the **Lessee** for the value to be placed on the **Buildings** for the purposes of such insurance, and in breach of that obligation by the **Lessor** the **Lessee** shall be entitled reasonably to determine the value unilaterally. Should the withholding of such agreement be an issue, the burden of proof shall be on the **Lessor** to prove the reasonableness of such withholding, and not on the **Lessee** to prove the contrary.
- 14.3 Each such policy of insurance (including but not limited to any applicable coupon associated therewith) shall, at the **Lessee's** option, be issued either in the name of the **Lessee** alone or in the joint names of the **Lessor** and the **Lessee** for their respective interests.
- 14.4 The rights, title and interests of the **Lessor** in each such policy of insurance (including but not limited to any applicable coupon associated therewith) are hereby ceded to the **Lessee** as security for the performance by the **Lessor** of its obligations hereunder including but not limited to the obligation to apply the proceeds thereof in accordance with the terms of sub-clause 14.6. The **Lessor** shall promptly execute such separate deed of cession with respect to any such policy in such form as the **Lessee** may require.
- 14.5 The **Lessor** shall promptly produce evidence of the required insurance to the reasonable satisfaction of the **Lessee** without the need for notice or demand by the **Lessee**. Should the **Lessor** fail to perform any obligation promptly in terms of the provisions of this clause 14, the **Lessee** may itself effect the insurance concerned and recover the cost thereof from the **Lessor**.
- 14.6 The proceeds of the policies of insurance (including but not limited to any applicable coupon associated therewith) shall be applied for the restoration (under such conditions as the **Lessee** may determine) of the **Buildings** or that part thereof which shall have been damaged or destroyed, provided that, if such proceeds are insufficient to restore same to the original size, specification or standards, the **Lessee** shall determine the nature of restoration work to be effected and the precise scope thereof.
- 14.7 The provisions of this clause 14 are solely for the benefit of the **Lessee** which may at any time and from time to time, by notice in writing to the **Lessor**, waive compliance thereof for such period or periods and to such extent as it may deem fit in its absolute discretion without having to furnish any reason for such waiver.

15. DESTRUCTION OF OR DAMAGE TO THE PREMISES

- 15.1 Should the **Premises** be destroyed or damaged either wholly or partially during the period of this agreement, then subject to the other provisions of this deed, this agreement shall not be terminated but the **Lessor** shall at own cost reinstate the **Premises** without unreasonable delay, and the period of this agreement shall, at the option of the **Lessee** (which shall be notified to the **Lessor** within thirty days after the reinstatement of the **Premises**), be extended by the period for which the **Premises** shall have been untenable.
- 15.2 The **Lessee** shall be entitled to a reduction of rental during the period of its deprivation of the beneficial use and occupation of the **Premises** *pro rata* to the extent to which the **Lessee** is so deprived thereof, and failing agreement as to the said reduction, it shall be determined by arbitration.
- 15.3 Should the **Lessee** reasonably determine that the prejudice to it of the likely delay in reinstatement of the **Premises** would be such as to justify termination of this tenancy, then it may terminate this agreement by notice to the **Lessor** within sixty days after such damage or destruction, or prior to the commencement of reinstatement construction operations, whichever may be the later.

16. CANCELLATION FOR BREACH

- 16.1 A party may cancel this agreement as against another party in either of the following circumstances, but not otherwise:



- (a) subject to the provisions of sub-clause 16.2, for the repudiation or breach of this agreement by that other party in circumstances in which cancellation would be justified at common law;
- (b) the liquidation, winding-up, bankruptcy, receivership, insolvency, judicial management or similar change of status of that other party.

16.2 A party may not cancel this agreement for the repudiation or breach of this agreement by another party unless the party wishing to cancel has given that other party a reasonable opportunity by written notice effectively to retract the repudiation or substantially to remedy the breach, and that other party has failed to do so.

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

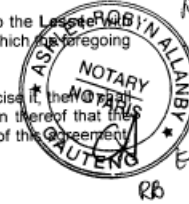
17. PRE-EMPTIVE RIGHTS

17.1 Should the **Lessor** at any time during the period of this agreement wish to sell or dispose of or alienate the **Premises**, or any portion thereof, then the **Lessee**, or its nominee appointed in writing (all references in this clause 17 to the **Lessee** shall include any such nominee) shall have the first right of acquiring the **Premises** or the portion thereof, at the same price as is offered therefor by any *bona fide* third party and which the **Lessor** is prepared to accept provided that the **Lessee** exercises such right within a period of thirty days following that upon which notice in writing has been received by it from the **Lessor** advising the **Lessee** of the offer of purchase received, the name and address of the *bona fide* purchaser, and the terms and conditions of the offer of purchase, and calling upon it to exercise its option. Should the **Lessee** not exercise the right to purchase hereby granted to it within the period concerned, then the **Lessor** shall be entitled to sell or dispose of or alienate the **Premises** or the portion thereof available for sale, provided that:-

- (a) except with the previous written consent of the **Lessee** no such sale shall be effected at a price lower than that communicated to the **Lessee**, or its nominee;
- (b) the deed of sale whereby the **Property** is so sold shall make reference to this clause 17 and shall bind the purchaser to comply with all terms of this lease and shall in addition provide for the execution by the purchaser of such documentation as may be reasonably required by the **Lessee** in order to achieve the complete transfer to the purchaser of all rights and obligations of the **Lessor** under this lease in relation to the **Lessee**; and
- (c) this clause 17 will remain a material term of this lease and will apply in relation to any subsequent sale by the purchaser, notwithstanding the terms of the deed of sale and any other documentation.

17.2 Any variation in the terms and conditions so communicated by the **Lessor** to the **Lessee** with respect to the terms of the proposed sale shall be regarded as a new offer to which the foregoing provisions of this clause 17 shall apply afresh.

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





including but not limited to this clause 17 (in the case of a further sale, disposal or alienation of the **Premises** or any portion thereof). The transferee shall furthermore be bound by all obligations of **Lessor** under the **Transaction Agreement**, to the extent not yet fully performed by the **Lessor**, inclusive of any obligation of the **Lessor** to effect improvements to the **Property**, the intention being that the transferee shall become bound to the **Lessee** relative to the **Property** in precisely the manner in which the **Lessor** is bound to the **Lessee** relative thereto.

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

18. FIRST REFUSAL TO RE-HIRE ON TERMINATION

18.1 After termination of this tenancy for any reason other than cancellation by the **Lessor** in consequence of the default of the **Lessee**, the **Lessor** shall not re-let the **Premises** or any part thereof to anyone other than the **Lessee**, or its nominee appointed in writing on any terms, at any time prior to expiry of 12 months of such termination, without having offered to re-let the same to the **Lessee**, or its nominee at the rental amounts proposed, and the **Lessee** shall not have accepted that offer within thirty days after it shall have been properly made.

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

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

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

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

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

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

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

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

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

19.5 The provisions of this clause 19 shall continue to apply until the fifth anniversary of the day of termination of this tenancy referred to in sub-clause 19.1 even if the **Lessor** shall validly have concluded an agreement with someone else during that period, so that should that other agreement terminate prior to that anniversary, the **Lessee's** first refusal right shall be reinstated.

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

20. REAL RIGHTS AND REGISTRATION

20.1 The **Lessor** shall not permit the registration or other constitution of any real right in or in connection with the **Property**, whether by way of servitude or otherwise howsoever, without the prior written consent of the **Lessee**.

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

20.3 The **Lessor** and the **Lessee** agree that the right of the **Lessee** to have this lease registered, as provided in sub-clause 20.2, is a material provision of this lease and of fundamental importance to the **Lessee**. The obligation of the **Lessee** to pay rental is furthermore reciprocal to its right to have this lease registered in the manner provided for in sub-clause 20.2. The **Lessee** may accordingly suspend payment of rental until such time as this lease is so registered. Upon registration of this lease in the manner contemplated on sub-clause 20.2, the payment of any rental so suspended shall be effected.

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

21. APPLICATIONS

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

21.2 Without limiting the generality of sub-clause 7.5, the **Lessee** shall be entitled at its own cost to make all and whatsoever applications it may deem fit in connection with the development of an automotive fuel filling and service station, motor garage, convenience store, restaurant and related retail activities on the **Property**, whether in its own name or in the name of the **Lessor**, and the **Lessor** shall sign whatever documents the **Lessee** may reasonably require in that regard.

22. ALTERED CIRCUMSTANCES

22.1 The **Lessor** acknowledges that this agreement has been concluded in a complex environment of regulation of matters in the petroleum fuels industry (through governmental control and monitoring





of wholesale and retail prices and returns on investment) and restrictions (or the prospect of restrictions) on proliferation of service stations and other selling outlets and the licensing thereof under the Act. Should the Lessee, on reasonable grounds determine that such environment has changed to such extent as might render uneconomic the continued performance of its obligations in terms of this agreement, then the Lessee may (notwithstanding anything to the contrary herein) vary the rental on written notice of not less than ninety days to the Lessor, subject to the other provisions of this clause 22.

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

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

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

22.5 Should the Lessor timeously have furnished the Lessee with such a copy, then (but not otherwise) the notice given by the Lessee under sub-clause 22.1 of this agreement shall not operate to vary the rental, and the following provisions of this agreement shall apply.

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

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

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

23. LESSEE'S RIGHTS TO REMEDY DEFAULTS

23.1 Should the Lessor breach any of the obligations in terms of this lease then the Lessee may (without prejudice to any other right or remedy which it may have) remedy that default on behalf of the Lessor and shall be entitled on demand to recover from the Lessor the cost of so doing incurred by it in connection therewith.

23.2 The Lessor hereby irrevocably and in rem suam appoints the Lessee (with powers of sub-delegation) as the agent of the Lessor for the aforesaid purposes, and shall on demand from time to time execute any power of attorney or other document as the Lessee may reasonably require in regard thereto.



24. DISPUTE RESOLUTION

24.1 Each party consents to the referral to arbitration of any dispute arising out of this agreement, whether in relation to its formation, interpretation, performance, termination or otherwise. The arbitrator shall be a senior counsel who has practised as such at the bar for not less than five years. The arbitration shall be held in the English language in the city where the bar at which the arbitrator practices is located, subject to evidence being given in the chosen language of the witness and translated where this is reasonably necessary. Except to any extent otherwise directed by the arbitrator from time to time, the uniform rules of the high courts, in effect for the time then being, shall apply to any such arbitration, and the arbitrator shall, in addition to the powers conferred by legislation, have all the powers of a high court judge to the fullest extent lawfully possible. Any arbitration proceedings pursuant to the arbitration agreement contained in this sub-clause 24.1 shall be treated as confidential by the parties to this agreement.

24.2 The arbitrator shall be selected in writing by the Lessor from a list of three such counsel nominated in writing by the Lessee. If such selection is not so made within 10 days of receipt by the Lessor of the list, the Lessee shall select the arbitrator from the list concerned.

24.3 The provisions of this clause 24

(a) shall not preclude either party from seeking interdictory or urgent relief from any court which may have had jurisdiction but for this clause; and

(b) shall be severable from the remainder of this agreement and shall survive cancellation or other termination of this agreement for whatever cause or reason.

25. DOMICILIA AND NOTICES

25.1 The following addresses shall constitute the *domicilium citandi et executandi* of each of the parties:

(a) in the case of the Lessee, the office of the Lessee's managing director at its principal place of business for the time then being;

(b) in the case of the Lessor, 63 Manotshe Street, Chiawelo Extension 3, Soweto, Gauteng, 1818.

25.2 Either party (in this clause 25 referred to as "the notifying party") may at any time and from time to time notify the other party of an alternative address which upon expiry of a period of fourteen days after receipt of such notice shall henceforth constitute the *domicilium citandi et executandi* of the notifying party and be substituted for such party's pre-existing *domicilium citandi et executandi*.

25.3 An alternative address contemplated in sub-clause 25.2 shall be a valid physical address within the state of incorporation of the Lessee, sufficiently explicit to enable it to be located without the need for enquiry or unusual effort and shall not be a post office box, *poste restante* or the like. Unless an alternative address complies with the terms of this sub-clause 25.3 the pre-existing *domicilium citandi et executandi* of the notifying party shall continue to exist.

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

25.5 For the purposes of this lease, sending by registered post, with respect to any mode of other document sent by one party to the other, shall be construed to mean properly addressed to that





party, pre-paying and posting a registered envelope containing such notice or other document to the *domicilium citandi et executandi* of that party.

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

- (a) to the extent that any such requirement may constitute an obligation of the party required to serve that notice or other document, such obligation shall be deemed to have been discharged by sending it by registered post;
- (b) subject to the provisions of paragraph 25.6(a) and those of sub-clause 25.7, no such notice or other document shall be deemed to have been served unless received by or on behalf of the party to be served: Provided that, unless the contrary be proved –
 - (i) any notice or other document sent by registered post shall be deemed to have been received, by the party to whom addressed, at the time at which the envelope containing it would have been delivered in the ordinary course of post;
 - (ii) delivery in the ordinary course of post shall be deemed not to exceed seven days after the day of posting.

25.7 Notwithstanding anything to the contrary above in this clause 25, for purposes of this lease any notice or other document shall be deemed to have been validly served on, or given or sent to, a party if delivered at the *domicilium citandi et executandi* of that party in a reasonable manner and reasonable efforts are made to obtain an acknowledgement of receipt thereof.

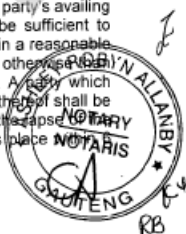
25.8 All references in this clause 25 to the *domicilium citandi et executandi* of a party shall be construed as that party's *domicilium citandi et executandi* at law for all claims of whatsoever nature asserted against that party by the other, in connection with any agreement which is subject to the provisions of this lease.

26. INTEGRATION, VARIATION AND WAIVER

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

26.2 No alteration of this lease shall be effective as such against either party except to the extent to which it shall have been reduced to writing and signed by or on behalf of that party. For purposes hereof any agreement at variance with any of the provisions of this lease (including but not limited to any consensual termination of this lease) shall be deemed to constitute an alteration of this lease.

26.3 No waiver asserted against either party shall be effective against that party unless expressed in writing and signed by or on behalf of that party. Without in any way limiting the scope of the foregoing provision of this sub-clause 26.3 it is recorded that mere delay in either party's availing himself or itself of any right, power, benefit or opportunity, shall not in itself be sufficient to constitute a waiver thereof. Each party undertakes to implement this agreement in a reasonable manner and without taking advantage of any oversight on the part of the other, other than the time limit concerned, or becoming aware of the failure, provided that this takes place within 30 days of the time limit for the exercise thereof.



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

27. MISCELLANEOUS

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

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

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

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

27.5 The **Lessee** shall consent to the cancellation of the servitude to be registered over the **Property** in its favour in the following circumstances;

- (a) in the event that the **Lessee** declines to renew this lease and
 - (i) it is not followed by any subsequent lease whereby the **Property** is let to the **Lessee**; or
 - (ii) any agreement to which the **Lessee** is party and which provides for the operation of a fuel filling station on the **Property** also terminates and is not followed by an agreement which provides for substantially the same subject matter.
- (b) in the event that this lease expires by effluxion of time and it is not followed by any subsequent lease whereby the **Property** is let to the **Lessee**; or
- (c) in the event that this lease is cancelled as a result of the breach thereof by the **Lessee**.

28. INTERPRETATION

28.1 In this lease, unless the context indicates otherwise;

- (a) Any word or expression importing the singular number shall include the plural and vice versa;
- (b) to the extent that the context may so permit –
 - (i) any word or expression importing the masculine gender shall include the feminine;
 - (ii) any reference to a natural person (whether in relation to a party or anyone else) shall include corporations and other juristic persons, and, where the context so permits,



Notarial Deed of Lease

page 19

shall further include any government or state or any division (including but not limited to any department or ministry) or agency thereof or authority constituted thereunder, and any association of persons (within the foregoing meaning) even if unincorporated;

- (iii) any reference (whether to a party or to anyone else) which is expressed in the neuter gender shall be construed to include natural persons;
- (c) regard shall not be had to the heading of any clause of this lease in the interpretation of the provisions of this lease, the headings of the clauses having been included solely for ease of reference;
- (d) any reference to a business day shall be construed as meaning a day other than a Saturday, a Sunday or a public holiday, and for this purpose "public holiday", in relation to any obligation, shall mean a public holiday for the time being established or proclaimed as such in accordance with the provisions of the relevant legislation applicable at the place for performance of such obligation;
- (e) any reference to a day shall be construed as a period of twenty-four hours from midnight to midnight, and any reference to a period reckoned as a number of days after a particular day shall be calculated by counting that number of days from (as the first of those days) the day immediately following that particular day: Provided that if the last day of such period would not be a business day then such period shall extend to, and shall include, the first business day thereafter;
- (f) any reference to a calendar month shall be construed as meaning one of the twelve months into which the year is divided according to the calendar (that is, January, February, etc.);

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

AS WITNESSES:

1.

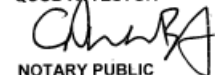


2.



Apparater q.q.

QUOD ATTESTOR



NOTARY PUBLIC



NOTARIAL LEASE: TSHIAWELO SERVICE STATION PTY LTD / ENGEN PETROLEUM LTD OVER ERF 7306
 DMS INCORPORATED EXTENSION 3 TOWNSHIP

549

Duration of Lease
 Tel: 011 721 4800

1. Per clause 2.1 of the Lease:

"This tenancy shall enter into force, or be deemed to have entered into force, on the "Conditional Fulfilment Date" as defined in the **Transaction Agreement**, and subject to the other provisions of this deed and the provisions of law, shall continue until the end of the Initial Period."

The Conditional Fulfilment Date is defined at 1.1(c) of the Transaction Agreement as:

"...the sooner of the following to occur:

- (i) the earliest date upon which all suspensive conditions to which this agreement is subject have either been fulfilled or waived; or
- (ii) the date upon which **Engen** notifies the **Owner** to the effect that all conditions have been fulfilled or waived, if such notification occurs;"

The above denotes the deemed, determinable commencement date of the lease.

2. In clause 2.1 of the Lease, Initial Period is defined at clause 1.1(h) of the lease as follows:

"Initial Period" shall mean a period commencing on the date of execution of the **Transaction Agreement** and continuing until the day immediately preceding the 10th (tenth) anniversary of the **Base Date**"

The commencement date of the lease is the Conditional Fulfilment Date as defined in the Transaction Agreement and what is of relevance is the definition of Base Date as set out in clause 1.1(b) of the Lease, and reads as follows:

"Base Date" shall mean the first day of the calendar month immediately following the later of;

- (i) the **Streaming Date**; or
- (ii) the date of registration of this lease; or
- (iii) the date upon which the **Development** is certified as practically complete;

provided that, in the event that the latest of the said dates is the first day of a calendar month, the **Base Date** shall be that day;"

In other words, we have a determinable Base Date.

3. Based on what is set out above, the lease will commence on the Conditional Fulfilment Date and run until immediately prior to the 10th anniversary of the Base Date, but we have two renewal options as set out in 1.1(g) and 1.1(h) of the Lease.

Signed at Johannesburg on 28 November 2019

Ashley Robyn Allanby



a world class African city

COPY TAX INVOICE

TSHIAWELO SERVICE STATION PTY LTD
109 TSHITHUNE STREET
CHIAWELO EXT.3

Tel : (011) 375 5555
Fax : (011) 358 3408/9

PO Box 5000
Johannesburg 2000

E-mail :
JoburgConnect@joburg.org.za

VAT NO. : CITY OF JOHANNESBURG - 4760117194
VAT NO. : JOHANNESBURG WATER - 4270191077

VAT NO. : PIKITUP - 4790191292
VAT NO. : CITY POWER - 4710191182

Date	2025/01/15
Statement for	January 2025
Physical Address	109 TSHITHUNE STREET
Stand No./Portion	00007306 - 00000 - 00
Township	CHIAWELO EXT.3

Stand Size	Number of Dwellings	Valuation Date	Portion	Municipal Valuation	Region
2915 m2	1	2023/07/01	D1	Market Value R 1,850,000.00	Region D WARD 16

Invoice Number	: 52006320712	Group :	Next Reading Date	:
Client VAT Number	:		Deposit Paid	: R 6,691.79

Account Number 556226156	(PIN Code:263141)
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Previous Account Balance	15,272.22
Less: Incoming Payment (Last Payment Made 2024/12/12)	- 20,252.59
Sub Total	- 4,980.37
Current Charges (Excl. VAT)	13,259.11
VAT @ 15%	1,461.32

90 Days+	60 Days	30 Days	Current	Instalment Plan	Total Outstanding	Total Due	9,740.06
0.00	0.00	0.00	9,740.06	0.00	9,740.06	Due Date	2025/01/30

This Pre-termination Notice is issued in respect of MUNICIPAL SERVICES charges reflecting arrears over thirty (30) days. Paying your municipal account in full and or enter into payment arrangement will avoid services being cut off.

Do you have a longstanding or unresolved service delivery-related issue with the City of Johannesburg? You may lodge your complaint today with the Office of the Ombudsman by contacting us 010 288 2800/emailing complaints@joburgombudsman.org.za

Remittance Advice :
This stub must accompany payment,
please do not detach if paying at the post office

Date : 2025/01/15 TSHIAWELO SERVICE STATION PTY LTD
Acc. No. : 556226156 - 109 TSHITHUNE STREET, , CHIAWELO EXT.3

EasyPay >>>>> 91115 5562261569

SAPO 0146 556226156

>>>>> 51600880011159 55622615608

Standard Bank City of Johannesburg Banking Details:
Internet banking - Select preloaded Company details "City of Johannesburg".
Deposits at SBSA branches - CIN no AA45 to be used in place of bank acc.no.
Client Account No/Deposit Reference 556226156

Account Number 556226156

Johannesburg Water	VAT No. 4270191077	Amount	Sub Total
Water & Sanitation			
(Reading period = 2024/11/20 to 2024/12/19 = 30 days) Meter: 18785738; Register: 1; Multiply factor: 1; Start reading: 2,422,000; End reading: 2,446,825; Difference: 24,825; Consumption: 24,825; Units: KL; Type: Estimated Readings. Meter: 19734761; Register: 1; Multiply factor: 1; Start reading: 28,000; End reading: 29,125; Difference: 1,125; Consumption: 1,125; Units: KL; Type: Estimated Readings. Daily average consumption 0.866 KL Charges for 25,950 KL are based on a sliding scale for a 30 day period Step 1 1.125 KL @ R 62.050 (Billing Period 2025/01) Demand Management Levy Step 1 24.825 KL @ R 62.050 (Billing Period 2025/01) Demand Management Levy Charges for 25,950 KL are based on a sliding scale for a 30 day period Sewer monthly charge based on Water 1.125 units (Billing Period 2025/01) Sewer monthly charge based on Water 24.825 units (Billing Period 2025/01) VAT: 15.00% (Total Amount: 3,516.51)			
		69.81 322.97 1,540.39 322.97 52.20 1,151.88 519.03	3,979.25
City Power	VAT No. 4710191182		
Electricity			
Unbilled Electricity: Eskom supply VAT: 15.00%		0.00 0.00	0.00
City of Johannesburg	VAT No. 4760117194		
Property Rates			
Category of Property: Property Rates Township Industrial Dev R 1,850,000.00 X R 0.0228130 / 12 (Billing Period 2025/01) VAT: 0 %		3,517.00 0.00	3,517.00
PIKITUP	VAT No. 4790191292		
Refuse			
Refuse removal: 10-bin @ R 474.16 X 1 (Billing Period 2025/01) City cleaning levy Pikitup Bin Rentals VAT: 15.00% (Total Amount: 6,225.60)		4,741.60 346.00 1,138.00 933.84	7,159.44
City of Johannesburg	VAT No. 4760117194		
Sundry Charges			
Surcharge on business services, excluding property rates VAT: 15.00%		56.29 8.45	64.74

Current Charges (Incl. VAT) 14,720.43

Where can payments be made ?
Any CoJ Cash Office; any Easy Pay site; any bank (branch, ATM or internet site).
YOUR ACCOUNT NUMBER IS YOUR REFERENCE NUMBER

How can payments be made ?
By debit order, cash, debit or credit card.
KEEP ALL RECEIPTS FOR FUTURE REFERENCE

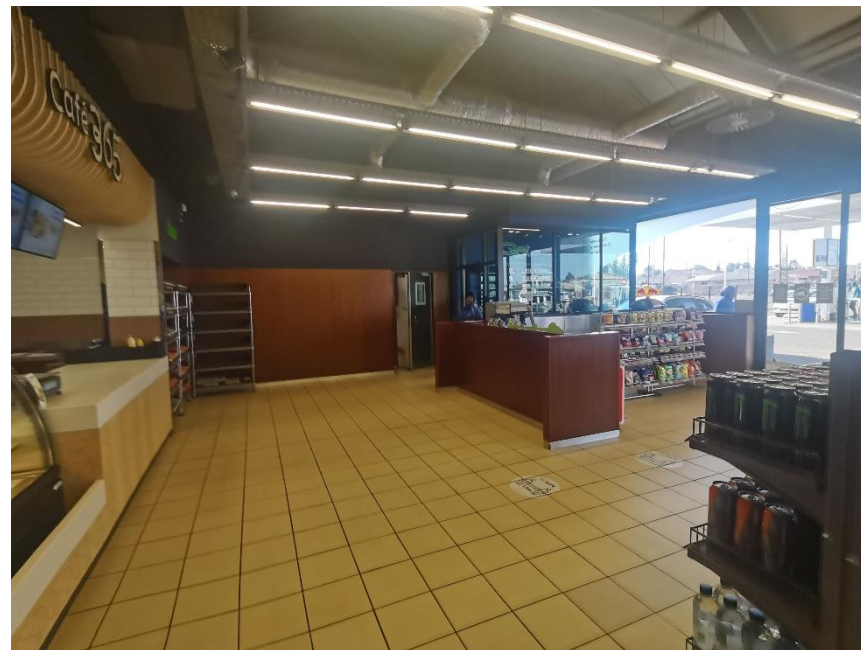
When can payments be made ?
Payments must reach CoJ on or before the due date.

Change of Address
This must be done timeously, in writing and submitted to any CoJ Municipal Regional Office.

Terminating Electricity and Water.
This must be done in writing, 7 working days before the date you want your services terminated and submitted to any CoJ Municipal Regional Office.







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Randburg 2194. PO. Box 2871, Randburg 2125



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