

CONDITIONS OF TENDER AND SALE

CONDITIONS in terms of which:

VAN RENSBURGS AUCTIONEERS

(hereinafter referred to as "AGENT")

duly ordered by:

THE BUSINESS RESCUE PRACTITIONERS OF ROELCOR GEORGE PTY LTD

herein represented by DANIE ACKER of Rauch Gertenbach, 120 York Street, George
duly authorized per resolution

(hereinafter referred to as the SELLER)

will sell the following business by public tender offer, namely:

- The business of Roelcor George Pty Ltd as a going concern and/or the shareholding of the company and/or the restructured company and/or a combination thereof set out in Annex 'A' attached

(hereinafter jointly referred to as the BUSINESS)

THE SALE AND TENDER WILL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. The SELLER shall not be obliged to accept the highest or any tender and / or provide reasons for accepting or not and the SELLER'S decision will be final.
2. The sale and tender will take place in South African rand.
3. Tenders close at **12:00 on 12 April 2019.**

Duly completed tenders in sealed envelopes clearly marked:

- "TENDER: ROELCOR" must reach the office of:
 - Van Rensburgs
 - Street address: Saffier Crescent, Tamsui Industria, George, 6530
 - on or before 12:00 on 12 April 2019
4. The sale is subject to the approval of the seller and the tenderer will therefore, together with its sureties, if any, be bound by his tender until 12:00 on 26 April 2019 for which he will be notified if the sale is confirmed or not. If the purchase is not confirmed, all monies paid or deposited by the tenderer, as herein required of him, shall immediately be refunded to the tenderer, without interest, unless otherwise agreed.

5. Confirmation of the sale to the tenderer shall be communicated to him at the signing of these conditions by the seller on or before 26 April 2019.
6. Unless otherwise arranged with the agent in writing, the purchase price shall be paid as follows:
 - 6.1 A cash deposit of 10 % (TEN PERCENT) of the price offered to the agent into his trust account for the credit of the tenderer and the balance of the purchase, payable upon acceptance of the offer.
7. The business and/or the assets thereof is sold voetstoots "*as is*" in the condition it is on date of signature hereof, and the seller shall not be responsible for any defects, whether visible or not, and it is hereby specifically agreed that no guarantees, implied or expressed, regarding the assets or the production capabilities thereof, are supplied by the seller. The tenderer recognize and declare that he inspected the assets and that he is familiar and satisfied with the condition thereof.
8. Should the business be purchased by the tenderer on behalf of a third party, and the necessary authorization is not immediately supplied to the satisfaction of the agent, the actual bidder who signed this document shall be liable for the fulfilment of all conditions of sale as contained herein.
9. If the tenderer signs this tender on behalf of a company or any other entity to be registered, the tenderer or the person signing these conditions, shall be deemed to be in his personal capacity to be bound by the conditions referred herein, till such time as the Company or entity has been registered on the conditions as referred to herein and this agreement has been ratified by the company/entity. The

tenderer, in signing these conditions, binds himself as surety and co-principal debater, *in solidum* with such company or entity for the timely and proper compliance of all obligations and conditions as set out in these terms and conditions.

10. If the tenderer signs this tender on behalf of a company, trust or other entity already registered, the person signing these conditions hereby guarantees that such entity is already registered and further declares that he / she is duly authorized to act on behalf of such company, trust or other entity. He/she further binds him/herself as surety and co—principal debtor *in solidum* with the company/trust for the timely compliance with the terms and conditions hereof.
11. Possession, ownership and delivery of the Business shall, subject to the conditions referred to in clause 12, be given and transferred to the tenderer on date of payment of the full purchase price, from which date the profit and loss of the company shall be for the risk of the tenderer.
12. The tenderer is responsible for the following:
 - 12.1 Payment of agent's commission at 5 % (plus VAT) and will be payable to the agent on acceptance of this tender. Should the tenderer fail to meet their obligations in terms of this agreement, the agent shall have the right to recover such commission from the party in breach of the contract. It is recorded that, if this contract is cancelled by mutual agreement between the parties, the agent shall be entitled to recover the commission from the parties jointly and severally.

The seller and the tenderer agree that the agent was the effective cause of the sale and the tenderer confirms that no other agent or agency introduced the business to the tenderer. The parties agree that the agent is a party to this agreement and the agent accepts the benefits of this agreement.

- 12.2 Payment and application for acquiring and/or transferring of all licenses and permits required by statutory law to operate the business as an abattoir.
13. The seller and tenderer acknowledge that this agreement contains the entire agreement between them. No variation of the terms hereof shall be valid unless it is in writing and signed by both parties.
14. Should the TENDERER be in breach of any of the terms of this Agreement, and still be in breach after 3 (THREE) days written notice delivered by hand to rectify such breach, the SELLER, in his sole discretion, and without prejudice, shall be entitled to:
- 14.1 claim specific performance and demand compliance with the terms of this agreement and to enforce same against the tenderer,
- Or**
- 14.2 to cancel this agreement by written notice. In the latter case, the seller shall have the right to repossess the business, together with all movables. The tenderer shall not be entitled to claim any compensation whatsoever.
- 14.3 In any event, as referred to in paragraph 14.1 or 14.2, to claim damages and costs on the scale as between attorney and client.

- 14.4 Should the agreement be cancelled as referred to in paragraph 14.1 or 14.2 tenderer shall forfeit all monies paid to the seller and/or the seller's agent as pre-calculated damages, without prejudice to any rights of the seller and/or the seller's agent's right to claim damages.
15. In case of cancellation of this sale, the seller shall also have the right, but not be obliged to, resell the business to determine its claim for damages against the tenderer. The tenderer shall be responsible for any deficit that the seller may suffer as a result of any resale, and for payment of any costs incurred by the seller in connection therewith, including agent's commission.
16. No extension granted by the seller to the tenderer in respect of any payment or obligation in terms of this agreement, shall be considered as a waiver by the seller of its rights at any time and without notice, to require that each separate provision of this Agreement be promptly met by the tenderer.
17. The parties hereby bind themselves to subject them to the jurisdiction of the Magistrate's Court in regard to any action that may directly or indirectly arise from this Agreement or the cancellation thereof.
18. The seller and the tenderer choose their respective domicilium at the address as provided herein, and any notice to the parties shall be deemed to be duly served if delivered to such addresses.
19. The tenderer must in his tender submission specify additional requirements if the offer is subject to staff retrenchments for operational or other purposes and to what extent.

TENDERER

I / We, the undersigned (s)

NAME:

ID NO.:

CELL PHONE NO.:

ADDRESS:

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TEL NO.:

FAX NO.:

E-MAIL:

provide notice to the amount of R (Including VAT)

for the purchase of the following, subject to the conditions of tender and sale.

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Signed at this day of APRIL 2019.

WITNESSES:

1.

2.

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TENDERER

TENDERER HUSBAND / WIFE (if married IN community of property)

I, the bidder / tenderer's husband / wife

NAME:

ID NO.:

CELL PHONE NO.:

ADDRESS:

hereby grant my consent to the purchase of the business (s) contained herein.

Signed at this day of APRIL 2019.

WITNESSES:

1.

2.