

## Form 603

Corporations Act 2001  
Section 671B

### Notice of initial substantial holder

To Company Name/Scheme

OCEANIA CAPITAL PARTNERS LIMITED ("OCP")

ACN/ARSN

52 111 360 554

#### 1. Details of substantial holder (1)

Name

RIVETPROPS 47 (PTY) LTD and its related bodies corporate ("RV")

ACN/ARSN (if applicable)

N/A

The holder became a substantial holder on

26 /04 /2016

#### 2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
ORDINARY SHARES	23,903,356	23,903,356	67.85% subject to shareholder & other approvals— see <b>Annexure A</b>

#### 3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
RV	RV has acquired a relevant interest in OCP by virtue of a conditional agreement entered into between RV and HOSKEN CONSOLIDATED INVESTMENTS LIMITED ("HCI") (Attached as <b>Annexure A</b> ). Under the terms of the agreement RV is to acquire a 100% shareholding in HCI INVESTMENTS AUSTRALIA PTY LTD ("HCIA"), which in turn owns 100% of HCI AUSTRALIAN OPERATIONS PTY LTD ("HCIAO"), the owner of 23,903,356 OCP shares. The agreement is conditional <i>inter alia</i> , on OCP shareholder approval in accordance with Item 7 of Section 611 of the Corporations Act.	23,903,356 ORDINARY OCP SHARES

#### 4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant Interest	Registered holder of securities	Person entitled to be Registered as holder (8)	Class and number of securities
RV	HCIAO	HCIAO	23,903,356 ORDINARY SHARES

#### 5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant Interest	Date of Acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
RV	26 April 2016 being the date that the conditional agreement with HCI was entered into.		See Annexure A	23,903,356 ORDINARY SHARES

#### 6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of Association

#### 7. Address

The addresses of persons named in this form are as follows:

Name	Address
RV	5 <sup>th</sup> Floor, 4 Stirling Street, Zonnebloem, 7925

#### Signature

print name S. COPEKYN capacity DIRECTOR  
sign here [Signature] date 28/4/2016

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## DIRECTIONS


- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
  - (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
  - (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
  - (4) The voting shares of a company constitute one class unless divided into separate classes.
  - (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
  - (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
  - (7) Include details of:
    - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
    - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).
- See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (e.g. if the relevant interest arises because of an option) write "unknown".
  - (9) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

ANNEXURE A

This is Annexure A of 15 pages referred to in Form 603 – Notice of initial substantial holder

Signature

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A handwritten signature in black ink, appearing to be 'H. Copeyn', written over a horizontal line.

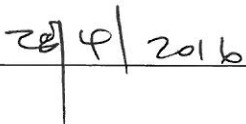
Print name

:

The handwritten text 'H. Copeyn' written in black ink over a horizontal line.

Date

:

The handwritten date '20/4/2016' written in black ink over a horizontal line.

**ENSafrica**

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**SHARE BUY-BACK AND SALE AGREEMENT**

entered into between

**RIVETPROPS 47 PROPRIETARY LIMITED**

(Registration No. 1995/009741/07)

("Rivetprops")

and

**HOSKEN CONSOLIDATED INVESTMENTS LIMITED**

(Registration No. 1973/007111/06)

("Company")

and

**HCI INVESTMENTS AUSTRALIA PROPRIETARY LIMITED**

(Registration No. ACN 147513139)

("HCIA")

## WHEREBY IT IS AGREED AS FOLLOWS:

## 1. INTERPRETATION AND PRELIMINARY

- 1.1. In In this Agreement, unless clearly inconsistent with or otherwise indicated by the context –
- 1.1.1. **"Agreement"** means this share buy-back and sale agreement, as amended from time to time;
  - 1.1.2. **"ASX"** means the exchange operated by Australian Securities Exchange Limited (or any other name by which it may be known in the future) or its successor body, including its alternative exchanges;
  - 1.1.3. **"Business Day"** means any day other than a Saturday or Sunday or a public holiday officially recognised as such in the Republic of South Africa or the Commonwealth of Australia;
  - 1.1.4. **"Buy-back Price"** means the repurchase consideration payable for the Buy-back Shares, being R105.00 (one hundred and five Rand) per Buy-back Share and R325,066,875 (three hundred and twenty five million sixty six thousand eight hundred and seventy five Rand) in the aggregate for all Buy-back Shares;
  - 1.1.5. **"Buy-back Shares"** means 3,095,875 (three million and ninety five thousand eight hundred and seventy five) HCI Shares, owned by Rivetprops as at the Signature Date and the Effective Date;
  - 1.1.6. **"Capitalisation and Distribution"** means, collectively:
    - 1.1.6.1. the capitalisation of the HCIA Claims, as contemplated in clause 8; and
    - 1.1.6.2. the distribution of all of the HCIA Shares by:
      - 1.1.6.2.1. Deepkloof to HCI Invest14, as contemplated in clause 8.2.1; and
      - 1.1.6.2.2. HCI Invest14 to the Company, as contemplated in clause 8.2.2,

each, as a distribution *in specie*, and as provided for in more detail in the Capitalisation and Distribution Agreement;
  - 1.1.7. **"Capitalisation and Distribution Agreement"** means the agreement concluded or to be concluded between HCIA, Deepkloof, HCI Invest14 Holdco and HCI recording *inter alia*: the Capitalisation and Distribution as contemplated in clause 8;
  - 1.1.8. **"Chearlsey"** means Chearlsey Investments Proprietary Limited (Registration No. 1997/021953/07);
  - 1.1.9. **"Circumference"** means Circumference Investments Proprietary Limited (Registration No. 2003/006544/07);
  - 1.1.10. **"Companies Act"** means the Companies Act, 71 of 2008;
  - 1.1.11. **"Company"** means Hosken Consolidated Investments Limited (Registration No. 1973/007111/06), a public company duly incorporated in accordance with the

laws of the Republic of South Africa, of 5<sup>th</sup> Floor, 4 Stirling Street, Zonnebloem, Cape Town, 7925;

- 1.1.12. **"Conditions Precedent"** means the conditions precedent in clause 3.1;
- 1.1.13. **"CSDP"** means a central securities depository participant, authorised to perform the services as such in terms of the Financial Markets Act, 19 of 2012;
- 1.1.14. **"CTC"** means the Company's contributed tax capital, as defined in section 1 of the Income Tax Act;
- 1.1.15. **"Deepkloof"** means Deepkloof Limited (Registration No. 101945), a company incorporated in Jersey, Channel Islands;
- 1.1.16. **"Effective Date"** means the 3<sup>rd</sup> (third) Business Day after the date on which the last of the Conditions Precedent is fulfilled (or waived in writing, to the extent legally permissible), provided that if such date falls within a Prohibited Period, the Effective Date shall be the 3<sup>rd</sup> (third) Business Day after the end of the Prohibited Period;
- 1.1.17. **"HCI Invest14"** means HCI Invest14 Holdco Proprietary Limited (Registration No. 2014/023937/07) a private company duly incorporated in accordance with the laws of the Republic of South Africa;
- 1.1.18. **"HCIA"** means HCI Investments Australia Proprietary Limited (Registration No. ACN 147513139), a company duly incorporated in accordance with the laws of the Commonwealth of Australia, of Suite 60, 14 Narabang Way, Belrose, New South Wales, 2085;
- 1.1.19. **"HCIA Capitalisation Shares"** has the meaning ascribed thereto in clause 8.1;
- 1.1.20. **"HCIA Claims"** means any and all claims which Deepkloof has against HCIA as at the Signature Date, the face value of which is AU\$48,000,000 (forty eight million Australian Dollars), but expressly excluding the Retained Loan Claim;
- 1.1.21. **"HCIA Operations"** means HCI Australian Operations Proprietary Limited (Registration No. ACN 147513620), a private company duly incorporated in accordance with the laws of the Commonwealth of Australia;
- 1.1.22. **"HCIA Sale Consideration"** means R325,066,875 (three hundred and twenty five million sixty six thousand eight hundred and seventy five Rand), being the purchase consideration payable in respect of the HCIA Shares;
- 1.1.23. **"HCIA Sale Transaction"** means the sale by the Company of the HCIA Shares to Rivetprops in terms of this Agreement;
- 1.1.24. **"HCIA Shares"** means 100% (one hundred percent) of the issued ordinary shares in the share capital of HCIA, including for the avoidance of doubt, the HCIA Capitalisation Shares, held by the Company as at the Effective Date pursuant to the Capitalisation and Distribution Agreement;
- 1.1.25. **"HCI Shares"** means ordinary shares with a par value of R0.25 (twenty five cents) each in the share capital of the Company, which shares are listed on the JSE;
- 1.1.26. **"Income Tax Act"** means the Income Tax Act, 58 of 1962;

- 1.1.27. **"JSE"** means the exchange operated by JSE Limited (Registration No. 2005/022939/06) (or any other name by which it may be known in the future) or its successor body, including its alternative exchanges;
- 1.1.28. **"Listings Requirements"** means the Listings Requirements of the JSE, as amended or replaced from time to time;
- 1.1.29. **"OCP"** means Oceania Capital Partners Limited (Registration No. ACN 111 554 360), a public company duly incorporated in accordance with the laws of the Commonwealth of Australia;
- 1.1.30. **"Other Listed Shares"** means the ASX-listed shares held by HCIA Operations as at the Signature Date, comprising:
- 1.1.30.1. 1,565 ordinary shares in Woolworths Limited;
  - 1.1.30.2. 11,000 ordinary shares in Telstra Limited;
  - 1.1.30.3. 745 ordinary shares in Commonwealth Bank Limited; and
  - 1.1.30.4. 10,000 ordinary shares in Graincorp Limited;
- 1.1.31. **"Panel"** means the Takeover Regulation Panel, established by section 196 of the Companies Act;
- 1.1.32. **"Parties"** means the parties to this Agreement, namely Rivetprops, HCIA and the Company, and **"Party"** shall mean any one of them, as the context may indicate;
- 1.1.33. **"Prohibited Period"** means a prohibited period as defined in paragraph 3.67 of the Listings Requirements;
- 1.1.34. **"Related Buy-back Agreement"** means the agreement concluded or to be concluded simultaneously with this Agreement between the Company, Rivetprops, Circumference, Chearsley and TIH in terms of which, *inter alia*:
- 1.1.34.1. the Company repurchases HCI Shares from Chearsley;
  - 1.1.34.2. Chearsley subscribes for TIH Shares;
  - 1.1.34.3. the Company repurchases HCI Shares from Circumference;
  - 1.1.34.4. Circumference subscribes for TIH Shares;
  - 1.1.34.5. the Company repurchases HCI Shares from Rivetprops;
  - 1.1.34.6. Rivetprops subscribes for TIH Shares;
- 1.1.35. **"Retained Loan Claim"** means a shareholder loan claim owing by HCIA to Deepkloof with a face value as at the Signature Date of AU\$6 million (six million Australian Dollars);
- 1.1.36. **"Rivetprops"** means Rivetprops 47 Proprietary Limited (Registration No. 1973/007111/06), a private company duly incorporated in accordance with the laws of the Republic of South Africa, of 5<sup>th</sup> Floor, 4 Stirling Street, Zonnebloem, Cape Town, 7925;
- 1.1.37. **"SACTWU"** means the Southern African Clothing and Textile Workers' Union, a trade union duly registered with the Department of Labour;



- 1.1.38. **"SACTWU Buy-back Agreement"** means the share buy-back and subscription agreement concluded or to be concluded between SACTWU, the Company, Squirewood Investments 64 Proprietary Limited (a subsidiary of the Company) and TIH in terms of which, *inter alia*, Squirewood Investments 64 Proprietary Limited will purchase 4,000,000 (four million) HCI Shares from SACTWU and SACTWU subscribes for TIH Shares;
- 1.1.39. **"Signature Date"** means the date on which the last Party signing this Agreement does so;
- 1.1.40. **"Solvency and Liquidity Test"** means the solvency and liquidity test set out in section 4 of the Companies Act;
- 1.1.41. **"TIH"** means Tsogo Investment Holding Company Proprietary Limited (Registration No. 1994/008525/07);
- 1.1.42. **"TIH Shares"** means ordinary shares in the share capital of TIH.
- 1.2. Words importing the singular shall include the plural and *vice versa*, and words importing the masculine gender shall include the feminine and neuter genders and vice versa, and words importing persons shall include partnerships, trusts and bodies corporate.
- 1.3. The head notes to the paragraphs to this Agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 1.4. This Agreement shall be binding on and enforceable by the trustees, permitted assigns, liquidators, or other legal successors of the Parties as fully and effectually as if they had signed this Agreement in the first instance and reference to any Party shall be deemed to include such Party's trustees, permitted assigns, liquidators, or other legal successors, as the case may be.
- 1.5. Full effect shall be given to any substantive provision conferring rights and obligations upon the Parties and contained in this clause 1 or clause 2, provided that if any provision in clause 2 conflicts with any other provision of this Agreement, such other provision shall prevail and be carried into effect.
- 1.6. When any number of days (including Business Days) is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day is not a Business Day, in which event the last day shall be the next day which is a Business Day.
- 1.7. Where any term is defined within the context of any particular clause in this Agreement, the term so defined shall, unless it appears clearly from the clause in question that such term has limited application to the relevant clause, bear the meaning ascribed for all purposes in terms of this Agreement, notwithstanding that such term has not been defined in this clause 1.
- 1.8. Unless expressly stated to the contrary, any reference in this Agreement to legislation or subordinate legislation is to such legislation or subordinate legislation at the Signature Date as amended and/or re-enacted from time to time thereafter.
- 1.9. Where figures are in this Agreement described both in numerals and in words, the numerals shall prevail in the event of any conflict between the two.
- 1.10. The rule of interpretation that a contract shall be interpreted against the party responsible for the drafting or preparation of the contract shall not apply.

- 1.11. The termination or expiry of this Agreement shall not affect those provisions of this Agreement which expressly provide that they will operate after such expiry or termination, or those which of necessity must continue to have effect after such expiry or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 1.12. Should this Agreement be signed on a date that results in the use of any tenses herein being inappropriate, the terms shall be read in the appropriate tense.
- 1.13. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa.

## 2. INTRODUCTION

- 2.1. The Company wishes to repurchase the Buy-back Shares at the Buy-back Price from Rivetprops, and Rivetprops wishes to sell the Buy-back Shares to the Company.
- 2.2. The Company wishes to sell the HCIA Shares to Rivetprops for the HCIA Sale Consideration and Rivetprops wishes to buy the HCIA Shares from the Company.
- 2.3. The Buy-back Price payable by the Company and the HCIA Sale Consideration payable by Rivetprops are identical amounts and the Company and Rivetprops wish to discharge their respective obligations to make payment of such amounts by way of set-off.
- 2.4. The Parties have agreed to enter into this Agreement to provide for the transactions referred to in clauses 2.1 and 2.2 above, and certain matters incidental thereto.

## 3. CONDITIONS PRECEDENT

- 3.1. Save for clauses 1 and 2, this clause 3 and clauses 10 to 20 (both inclusive) ("**Binding Clauses**"), which are of immediate and binding effect, this Agreement is subject to the Conditions Precedent that:
  - 3.1.1. the Related Buy-back Agreement is concluded and becomes unconditional in accordance with its terms, save for any condition therein requiring that this Agreement be concluded and becomes unconditional;
  - 3.1.2. the Capitalisation and Distribution Agreement is concluded and becomes unconditional in accordance with its terms, save for any condition precedent therein requiring this Agreement to be concluded and become unconditional;
  - 3.1.3. the unconditional approval (or if such approval is conditional, such conditions being acceptable to the Parties) from the JSE for the acquisition by the Company of the Buy-back Shares and the HCIA Sale Transaction, to the extent required in terms of the Listings Requirements;
  - 3.1.4. the shareholders of the Company adopt such resolutions as may be required authorising the Company, by way of a specific authority, to acquire the Buy-back Shares for the Buy-back Price in accordance with section 5.69 of the Listings Requirements and/or sections 48, 46, 114 and 115 of the Companies Act;
  - 3.1.5. to the extent required in terms of sections 9 and/or 10 of the Listings Requirements, the shareholders of the Company adopt such resolutions as may be required authorising the Company to conclude and implement the HCIA Sale Transaction;

- 3.1.6. the board of directors of the Company adopts the requisite resolutions in accordance with sections 46 and 48 of the Companies Act and section 5.69 of the Listings Requirements:
- 3.1.6.1. approving of the repurchase of the Buy-back Shares in terms of this Agreement;
  - 3.1.6.2. determining the extent to which the Buy-back Price will reduce the CTC in respect of the ordinary shares of the Company; and
  - 3.1.6.3. acknowledging that it has applied the Solvency and Liquidity Test and reasonably concluded that the Company will satisfy the Solvency and Liquidity Test immediately after the settlement of the Buy-Back Price;
- 3.1.7. the unconditional approval (or if such approval is conditional, such conditions being acceptable to the Parties) of the HCIA Sale Transaction, the Capitalisation and Distribution and any documentation required for the implementation of such transactions by each of:
- 3.1.7.1. the Financial Surveillance Department of the South African Reserve Bank;
  - 3.1.7.2. the Foreign Investment Review Board of Australia;
  - 3.1.7.3. the Australian Communication and Media Authority;
  - 3.1.7.4. the Australian Securities and Investment Commission; and
  - 3.1.7.5. the ASX,
- in each case, to the extent required by applicable laws, if any;
- 3.1.8. the board of directors of OCP adopts a resolution to seek the approval of OCP's shareholders for the HCIA Sale Transaction, to the extent required by Australian law;
- 3.1.9. the shareholders of OCP adopt such resolutions as may be required to approve the HCIA Sale Transaction and, to the extent legally required, the Capitalisation and Distribution, in accordance with the provisions of item 7 of section 611 of the Corporations Act, 2001 (of Australia) and the listing rules of the ASX, to the extent required by Australian law;
- 3.1.10. in respect of the repurchase by the Company of the Buy-back Shares in terms of this Agreement, to the extent legally required, the Panel either:
- 3.1.10.1. issues a compliance certificate in terms of section 119(4)(b) of the Companies Act; or
  - 3.1.10.2. exempts the Company from the requirement to obtain a compliance certificate, in terms of section 119(6) of the Companies Act;
- 3.1.11. the adoption of the requisite board and/or shareholder resolutions by each of HCIA, Deepkloof and HCI Invest14 as may be required in terms of the applicable laws to approve the Capitalisation and Distribution, and obtaining such approvals as may be required in order to effect the Capitalisation and Distribution;

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- 3.1.12. to the extent that the repurchase by the Company of the Buy-back Shares in terms of this Agreement results in SACTWU being required to make a mandatory offer to the remaining shareholders of the Company in terms of section 123 of the Companies Act, either:
- 3.1.12.1. the Panel exempts SACTWU, in terms of section 119(6) of the Companies Act, from the requirement to make such a mandatory offer; or
  - 3.1.12.2. the SACTWU Buy-back Agreement becomes unconditional in accordance with its terms (save for any condition therein requiring that this Agreement be concluded and becomes unconditional), with the result that SACTWU is not required to make such a mandatory offer in terms of section 123 of the Companies Act;
- 3.1.13. the Company's funders, being FirstRand Bank Limited (acting through its Rand Merchant Bank division), FirstRand Bank Limited (acting through its RMB Corporate Banking Division (which division previously formed part of the First National Bank Division)), Absa Bank Limited (acting through its Corporate and Investment Banking division) and Investec Bank Limited (acting through its Corporate and Institutional Banking division), unconditionally approving the transactions contemplated in this Agreement, in accordance with the relevant funding documents, or approving of transactions subject to such conditions as are acceptable to the Company.
- 3.2. The Parties reciprocally undertake to co-operate in using their commercially reasonable endeavours to procure the due fulfilment of the Conditions Precedent with all reasonable despatch, to the extent that the fulfilment thereof is within their control.
- 3.3. Should any Condition Precedent not be fulfilled, or waived (to the extent legally permissible) by the Parties in writing on or before the that date that is 180 (one hundred and eighty) days after the Signature Date (or such later date(s) as the Parties may agree in writing), then this Agreement (save for the Binding Clauses) shall cease to be of any force and effect.
- 3.4. Should this Agreement become of no force or effect by reason of clause 3.3, then the Parties shall be restored as near as may be possible to the position in which they would have been had this Agreement not been entered into and no Party shall have any claim against the other Party as a result of the failure of the said Condition Precedent except for such damages, if any, resulting from a breach of the provisions of clause 3.2.
- 3.5. The Company undertakes to and in favour of Rivetprops that:
- 3.5.1. it shall prepare all such documents, convene all such meetings of its shareholders and shall do all such other things as may be required to procure the fulfilment of the Conditions Precedent and the implementation of the transactions contemplated in this Agreement; and
  - 3.5.2. if the board of directors of OCP adopts the resolution referred to in clause 3.1.8, the Company shall pay all reasonable costs incurred by OCP in preparing such documents, convening such meetings and doing all such other things as may be necessary to procure the fulfilment of the Conditions Precedent (and the Company shall furnish to OCP a written undertaking to such effect).

#### 4. REPURCHASE OF THE BUY-BACK SHARES

- 4.1. With effect from the Effective Date, Rivetprops hereby sells to the Company and the Company hereby repurchases from Rivetprops, in terms of sections 46 and 48 of the Companies Act and section 5.69 of the Listings Requirements, the Buy-back Shares and all rights, title and benefits thereto.
- 4.2. On the Effective Date, Rivetprops shall do all things reasonably necessary to deliver the Buy-back Shares to the Company, including instructing its duly appointed CSDP or broker to electronically deliver the Buy-back Shares to the Company, whereafter such Buy-back Shares shall revert to the authorised but unissued share capital of the Company.

#### 5. SALE OF THE HCIA SHARES

- 5.1. On the Effective Date and immediately after implementation of the transactions contemplated in clauses 8.1 and 8.2 in accordance with the Capitalization and Distribution Agreement, the Company hereby sells to Rivetprops, who hereby purchases from the Company, the HCIA Shares *cum* any dividend, distribution and right declared, paid, made or created on or after the Effective Date, but free from all liens, charges, encumbrances, options or equities.
- 5.2. Ownership in the HCIA Shares shall pass to Rivetprops on and with effect from the Effective Date and immediately after finalisation and implementation of the transactions contemplated in clauses 8.1 and 8.2, from which date all risk in and benefits attaching thereto shall be deemed to have passed to Rivetprops.
- 5.3. The Parties hereby record and agree that the HCIA Sale Consideration has been determined with reference to the 30 Business Day volume weighted average price of OCP shares (being a price of AU\$1,40 (one Australian Dollar and forty cents) per OCP share) immediately prior to the Signature Date and a ZAR / AU\$ exchange rate equal to the average rate of exchange as published by the South African Reserve Bank over the 30 calendar days preceding the Signature Date.

#### 6. PAYMENT OF HCIA SALE CONSIDERATION AND BUY-BACK PRICE

- 6.1. On the Effective Date and immediately after implementation of the transactions contemplated in clauses 8.1 and 8.2:
  - 6.1.1. the HCIA Sale Consideration shall become due and payable by Rivetprops to the Company; and
  - 6.1.2. the Buy-back Price shall be owing by the Company to Rivetprops,
 and the Parties' respective obligations to make payment of the HCIA Sale Consideration and the Buy-back Price shall be discharged by set-off, which shall occur automatically without the need for further actions by the Parties.
- 6.2. On the Effective Date and immediately after implementation of the transactions contemplated in clauses 8.1 and 8.2:
  - 6.2.1. the Company shall deliver the share certificate(s) in respect of the HCIA Shares to Rivetprops, and shall arrange to record the change in the shareholding of HCIA with the Australian Securities and Investment Commission to reflect that Rivetprops has become the owner of all the issued shares in HCIA; and



- 6.2.2. the Company shall do all such other things and sign all such documents as may be required to procure the sale of the HCIA Shares to Rivetprops.

7. **INDIVISIBLE TRANSACTIONS**

The transactions recorded in clauses 4 and 5 above and the transaction contemplated in the Capitalisation and Distribution Agreement shall all be indivisible and accordingly none of the transactions shall be capable of implementation without the other transactions being implemented.

8. **RECORDAL REGARDING CAPITALISATION AND DISTRIBUTION AND REPAYMENT OF RETAINED LOAN CLAIM**

The Parties hereby record and agree that, pursuant to the Capitalisation and Distribution Agreement:

- 8.1. on the last Business Day prior to the Effective Date, the HCIA Claims shall be capitalised by HCIA issuing additional HCIA Shares to Deepkloof ("**HCIA Capitalisation Shares**");
- 8.2. on the Effective Date:
- 8.2.1. Deepkloof shall distribute all of its shares in HCIA to HCI Invest14 as a distribution *in specie*; and
- 8.2.2. HCI Invest14 shall distribute all of its shares in HCIA to the Company, as a distribution *in specie*, such that the Company becomes the registered and beneficial owner of 100% (one hundred percent) of the issued outstanding shares in HCIA;
- 8.3. Deepkloof and HCIA shall agree that, in regard to the Retained Loan Claim:
- 8.3.1. HCIA shall repay an amount of AU\$1,000,000 (one million Australian Dollars) to Deepkloof on the Effective Date by way of electronic funds transfer into such bank account nominated by Deepkloof to HCIA in writing, and upon receipt by Deepkloof of such AU\$1,000,000 (one million Australian Dollars), the Retained Loan Claim will be reduced by a corresponding amount;
- 8.3.2. with effect from the Effective Date, the balance of the Retained Loan Claim after the adjustments contemplated in clause 8.1 and 8.3.1 shall:
- 8.3.2.1. bear interest at a rate of 5% (five per cent) per annum to the date of repayment thereof;
- 8.3.2.2. be repayable by HCIA to Deepkloof in full within 180 (one hundred and eighty) calendar days; and
- 8.3.2.3. be repaid by HCIA to Deepkloof by way of electronic funds transfer into such bank account nominated by Deepkloof to HCIA in writing.

9. **WARRANTIES AND REPRESENTATIONS**

- 9.1. The Company hereby warrants and undertakes to and in favour of Rivetprops that, as at the Effective Date:
- 9.1.1. the only assets of HCIA shall be all of the issued shares in and all loan claims against HCIA Operations;
- 9.1.2. HCIA shall have no material liabilities of any nature whatsoever, other than the Retained Loan Claim;

- 9.1.3. the only assets of HCIA Operations shall comprise:
  - 9.1.3.1. 23,903,356 (twenty three million nine hundred and three thousand three hundred and fifty six) shares in OCP (constituting approximately 67.70% of all of the issued shares in OCP);
  - 9.1.3.2. cash which shall not be less than the amount of AU\$1,000,000 (one million Australian Dollars), being the amount of cash held by HCIA Operations as at the Signature Date;
- 9.1.4. HCIA Operations shall have no liabilities of any nature whatsoever, save for:
  - 9.1.4.1. HCIA's loan claims against HCIA Operations; and
  - 9.1.4.2. liabilities incurred in the ordinary, normal and regular course, which shall not exceed AU\$10,000 (ten thousand Australian Dollars) in aggregate;
- 9.2. Rivetprops hereby warrants and undertakes to and in favour of the Company that, as at the Effective Date:
  - 9.2.1. it shall be the sole beneficial owner of the Buy-back Shares;
  - 9.2.2. the Buy-back Shares shall, when delivered to the Company on the Effective Date, be free of any Encumbrances.
- 9.3. For the avoidance of doubt the Parties acknowledge and agree that, notwithstanding anything to the contrary contained in this Agreement:
  - 9.3.1. any restrictions set out in this Agreement do not confer any control over, or power to substantially influence, the exercise of voting rights attached to the shares of OCP held by HCIA; and
  - 9.3.2. to the extent that any restriction in this Agreement may be interpreted as a restriction on disposal of the shares of OCP to someone else other than Rivetprops, such restriction does not apply from the date 3 (three) months from the Signature Date.

## 10. BREACH

If any Party commits a breach of this Agreement and/or fails to comply with any of the provisions hereof ("**the Defaulting Party**"), then any other Party ("**the Innocent Party**") shall be entitled to give the Defaulting Party 10 (ten) days' notice in writing to remedy such breach and/or failure and if the Defaulting Party fails to comply with such notice, then the Innocent Party shall forthwith be entitled but not obliged, without prejudice to any other rights or remedies which the Innocent Party may have in law, including the right to claim damages, to:

- 10.1. claim specific performance from the Defaulting Party's obligations in terms hereof; or
- 10.2. cancel this Agreement.

## 11. DISPUTE RESOLUTION: NEGOTIATION AND ARBITRATION

- 11.1. In the absence of any specific provision to the contrary, should any dispute, disagreement or claim arise between the Parties ("**the dispute**") concerning this Agreement, the Parties shall endeavour to resolve the dispute by negotiation.

- 11.2. This entails one of the Parties inviting the others in writing to meet and to attempt to resolve the dispute within 14 (fourteen) days from date of written invitation.
- 11.3. If the dispute has not been resolved by such negotiation within 14 (fourteen) days of the commencement thereof by agreement between the Parties, then the Parties shall submit the dispute to arbitration for final resolution in accordance with the rules of the Arbitration Foundation of Southern Africa by an arbitrator.
- 11.4. The arbitrator shall be, if the matter in dispute is principally:
- 11.4.1. a legal matter, a practising advocate or attorney of Cape Town of at least 15 (fifteen) years' standing;
  - 11.4.2. an accounting matter, a practising chartered accountant of Cape Town of at least 15 (fifteen) years' standing;
  - 11.4.3. any other matter, any independent and suitably qualified person,
- agreed upon between the Parties to the dispute. If the Parties are not able to agree upon the arbitrator within 7 (seven) days of the dispute being submitted to arbitration, the arbitrator shall be appointed by the Arbitration Foundation of Southern Africa.
- 11.5. The decision of the arbitrator shall be final and binding on the Parties and may be made an order of court at the instance of any of the Parties to the dispute.
- 11.6. Unless otherwise agreed in writing by all the Parties, any such negotiation or arbitration shall be held in Cape Town.
- 11.7. Notwithstanding anything to the contrary in this clause 11, any Party shall be entitled to apply for, and if successful, be granted, an interdict or other interim and/or urgent relief from any competent court having jurisdiction, and in this regard, the Parties hereby consent to the jurisdiction of the Western Cape High Court, Cape Town in respect of all disputes which may arise between them in relation to or arising out of the implementation of this Agreement.

## 12. NO ASSIGNMENT

Save as otherwise provided in this Agreement, no Party shall be entitled to:

- 12.1. cede its rights;
- 12.2. delegate its obligations; or
- 12.3. assign its rights and obligations,

under this Agreement unless the other Party consents thereto in writing, which consent shall not be unreasonably withheld or delayed.

## 13. INDEPENDENT ADVICE

Each of the Parties acknowledges and agrees that it has sought independent legal, financial and other relevant expert advice relating to this Agreement, and that it has agreed to enter into this Agreement as a result of its own investigations and enquiries.



14. **ALTERATION**

No alteration, cancellation, variation of, or addition hereto (including this clause 14) shall be of any force or effect unless reduced to writing and signed by all Parties to this Agreement or their duly authorised representatives.

15. **ENTIRE AGREEMENT**

This document contains the entire Agreement between the Parties and no Party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein.

16. **SUPERSESION**

16.1. This Agreement supersedes and cancels all previous negotiations and/or agreements between the Parties relating to the matters recorded herein.

16.2. Insofar as the provisions of this Agreement may conflict with the provisions of any other agreement or document, the provisions of this Agreement shall prevail and be carried into effect.

17. **NO INDULGENCES**

No indulgence, leniency or extension of time which any Party ("the Grantor") may grant or show to the other Party, shall in any way prejudice the Grantor or preclude the Grantor from exercising any of its rights in the future.

18. **NOTICES AND DOMICILIA**

18.1. Each of the Parties chooses their *domicilium citandi et executandi* ("domicilium") for the purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purposes arising from this Agreement at their respective addresses set forth in clause 1.

18.2. Each of the Parties shall be entitled from time to time, by written notice to the other Parties to vary its domicilium to any other physical address.

18.3. Any notice given and any payment made by a Party to any other Party ("the addressee") which:

18.3.1. is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved by the addressee to have been received by the addressee at the time of delivery;

18.3.2. is posted by prepaid registered post to the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee on the seventh day after the date of posting.

18.4. Where, in terms of this Agreement any communication is required to be in writing, the term "writing" shall include communications by facsimile or electronic mail. Communications by facsimile shall, unless the contrary is proved by the addressee, be deemed to have been received by the addressee 24 (twenty-four) hours after the time of transmission. Communications by way of electronic mail shall, unless the contrary is proved by the addressee, be deemed to have been received by the addressee 12 (twelve) hours after the time of transmission.

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- 18.5. Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

19. **COUNTERPARTS**

- 19.1. This Agreement may be executed in a number of counterparts and by the same Parties in different counterparts but shall only be deemed to have been concluded when each Party has executed at least one counterpart.
- 19.2. Each counterpart, when executed, shall be an original, but all counterparts together constitute the same document.

20. **COSTS**

The Company shall bear all costs in relation to the drafting and finalisation of this Agreement and attendances incidental thereto.

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For **RIVETPROPS 47 PROPRIETARY LIMITED**

Signature: \_\_\_\_\_

who warrants that he / she is duly authorised thereto

Name: \_\_\_\_\_

J.A. COPELINS

Date: \_\_\_\_\_

Place: \_\_\_\_\_

CAPE TOWN

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

For **HOSKEN CONSOLIDATED INVESTMENTS LIMITED**

Signature: \_\_\_\_\_

who warrants that he / she is duly authorised thereto

Name: \_\_\_\_\_

Y. SHAIK

Date: \_\_\_\_\_

Place: \_\_\_\_\_

CAPE TOWN

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

For **HCI INVESTMENTS AUSTRALIA PROPRIETARY LIMITED**

Signature: \_\_\_\_\_

who warrants that he / she is duly authorised thereto

Name: \_\_\_\_\_

T.G. GOVENDER

Date: \_\_\_\_\_

25/04/2016

Place: \_\_\_\_\_

CAPE TOWN

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

AC