



**OOS VRYSTAAT KAAP** Bedryf Bpk.  
Operations Ltd.  
Reg. 1999/004069/06 | FSP No. 909 | NCRC619

**SAAM BEREIK ONS MEER  
TOGETHER WE ACHIEVE MORE**

## OFFER TO SELL SHARES

For sale of shares in **OOS VRYSTAAT KAAP HOLDINGS (PTY) LIMITED**  
(here-in after referred to as OVK)

### PARTICULARS OF SELLER

Membership number:

Name/Surname, Company, Closed Corporation, Trust \_\_\_\_\_

Title: Mr/Ms/Dr/Other \_\_\_\_\_

Full name / Full names of Directors / Members / Trustees \_\_\_\_\_

Identity number/Registration number

Address / Registered office \_\_\_\_\_

Postal Code \_\_\_\_\_ Email \_\_\_\_\_

Tel (Work) \_\_\_\_\_ Tel Home \_\_\_\_\_

Mobile \_\_\_\_\_ Fax \_\_\_\_\_

### BANK DETAIL:

Bank \_\_\_\_\_ Branch name \_\_\_\_\_

Accoun type \_\_\_\_\_ Name of account \_\_\_\_\_

Branch code \_\_\_\_\_ Account no \_\_\_\_\_

### 1 OFFER TO SELL SHARES AND MANDATE

- 1.1 Herewith my offer to sell shares in OVK ('shares') in accordance with the details and conditions as explained here below.
- 1.2 I understand and accept that buying shares in OVK Beherend (Edms) Beperk is dependent on the approval of the Board of Directors of the Company and that the execution of the transaction is dependent on the approval of the Board of Directors of the Company.
- 1.3 I herewith appoint and authorise OVK as agent to handle the finances of any transaction that a Buyer of shares and myself may conclude.
- 1.4 I appoint herewith, with power of substitution, the Group secretary of OVK ex officio, or any executive director of OVK, to complete and sign any transfer form and other relevant documentation which may be required to execute this mandate of transferring shares.
- 1.5 I declare that, of all the shares here below, I am either the lawful owner, or have been duly authorised by the entity which I represent, to offer for sale, and that these shares have not been ceded or mortgaged to a third party, other than OVK.
- 1.6 I understand and accept that, due to the cession and mortgaging of the shares mentioned here after, to OVK, only the nett proceeds , after deduction of any amounts owing to OVK by myself or the entity which I represent, will be paid over.

---

## 2 SELLING PRICE

Number of shares offered for sale : \_\_\_\_\_

Price per share asked (cents) : \_\_\_\_\_

Total price of shares offered for sale : \_\_\_\_\_

Commission at 1% : \_\_\_\_\_

VAT on commission : \_\_\_\_\_

Total : \_\_\_\_\_

## 3 FINAL TRANSACTION

A Final Purchase Transaction between a Buyer of shares and myself, will only proceed once both the Buyer and I have provided OVK with a signed transaction form ('transaction form'), as prescribed by OVK.

## 4 PAYMENT OF PROCEEDS

The nett value of the proceeds of the sale of the named shares must be transferred to the Bank account here above, as soon as a transaction form which establishes a valid transaction between a Buyer and myself has been received, full payment has been received from the Buyer, OVK has granted release of the mortgage bond and cession in writing and the transfer of the shares has been entered into the shareholders' register. Commission of 1% plus the VAT on it and any deductions by OVK relevant to any amounts owing to OVK, will be deducted from the proceeds of the sale.

## 5 RECALL OF OFFER

This offer may be withdrawn - in writing - at any time before a final transaction with another party has been concluded.

## 6 EXEMPTION

I herewith exempt OVK from any and all claims and losses resulting from this mandate and/or any transaction resulting from this offer between the Buyer of shares and myself.

## 7 GENERAL

7.1 I herewith grant consent that:

7.1.1 OVK may record any telephone conversation between any member of the Companies and personnel and myself. I acknowledge that this is international practice and may only be used for purposes of settling disputes which may occur with regard to telephonic instructions, and

7.1.2 That my particulars, as in this offer, may be made known and available to prospective Buyers by OVK.

7.2 I choose as my domicilium citandi et executandi, for the purpose of all notification and process documents with regards to this mandate, the physical address which appears in this mandate, or any other addresses which may be indicated by written notification, of which the amendment will become effective 21 days after such written notification.

7.3 I confirm herewith that I have read and understand the terms and conditions of OVK with regard to the trade of shares. The terms and conditions of OVK with regard to the trade of shares are herewith and by this reference thereafter, incorporated in this offer as if it is explicitly included therein.

\_\_\_\_\_  
NAME

\_\_\_\_\_  
CAPACITY

\_\_\_\_\_  
APPROVAL OF GUARDIAN  
(IF RELEVANT)

\_\_\_\_\_  
SIGNATURE - DULY AUTHORISED

\_\_\_\_\_  
DATE