Attachment to CONFIDENTIALITY AGREEMENT

IMPORTANT INFORMATION THAT POTENTIAL DEALERS SHOULD BE MADE AWARE OF WHEN CONSIDERING PURCHASING A SERVICE STATION

Please read the following, BEFORE completing our attached Confidentiality Agreement and returning same to us. The below information is furnished to you without prejudice but for your information, guidance, benefit and assistance, if you are un-familiar with their normal selection requirement / criteria.

Oil Company Preferred Requirements for Appointing a Dealer / Tenant for one of their Own / Controlled Service Station Sites / Businesses.

The Oil Companies prefer that potential dealers making enquiries have **at least 50 % of the TOTAL funding requirement needed to acquire a Service Station business in CASH on hand** and **MUST be able to obtain APPROVED FINANCE for the balance**.

1. **Example**

Selling Price of business	R6 000 000.00
Plus: Stock	R 500 000.00
Working Capital	R 500 000.00
Other: e.g. Training, License application etc.	R 100 000.00
TOTAL Eunding Requirement	R7 100 000.00
Less: required Cash Payment	R3 550 000.00
Therefore Loan amount NOT to be in excess of	R3 550 000.00

2. If you, as a potential dealer, intend borrowing any funds from the National Empowerment Fund (N.E.F), Ithala, Khula, or similar Financial Institution, then: -

2.1 PRIOR written "Approval in Principle" for your intended loan amount MUST be obtained by you FIRST and returned to us, together with your completed attached Confidentiality Agreement

2.2 PLEASE NOTE: NO further communications will be entertained by us unless you obtain this "Approval in Principle" and return. it to us, together with the attached Confidentiality Agreement

3. You, as the potential Purchaser, must complete Section 1 of our agreement.
4. You MUST personally operate the business FULL TIME yourself and may NOT be FULLY active in any OTHER business or employment activity at the same time.
5. You MUST live within a time period of 20 minutes from the business that you intend purchasing (for emergency reasons).
6. ALL parties to ANY Sale Agreement MUST attend the Oil Company's training courses PRIOR to taking occupation of the premises.
7. The preferred age group for applicants is between 25 and 50 years old.
8. Any previous Service Station or General Dealer shop experience is an advantage but NOT a specific requirement.
9. Any previous or present business and /or management, supervisory, or general retail experience will be an added advantage
10. You may NOT own or be associated with a DIFFERENT brand of fuel from the one that you intend acquiring (e.g. you may NOT purchase an Engen business if you are already associated with, or own, a Shell business.
11. In the event of a Company, Trust, or Close Corporation purchasing the business where MORE than one person will own that ENTIRE entity, then, in such an event, THAT entity shall, by way of a Resolution, duly appoint a person who shall act for and on behalf of that entity, to sign all documents, make decisions, and act in the best interest of that entity at all times, or when called upon to do so by the Oil Company.
12. You will be required to provide documentary PROOF of your Finances that you disclose to us in Clause 17 of our attached Confidentiality Agreement, upon submission of any offer to a Seller.
13. Furthermore, the Oil Company will require you to also provide them with the same documentary proof, PRIOR to you being interviewed by the Oil Company for the Service Station that you elect to purchase.
14. In some instances the Oil Company may prefer a B.E.E. (Black Economic Empowerment) applicant or an arrangement whereby a black person will own a minimum 51% share in the business for a particular Service Station.
15. The Oil Company leases are normally 5 years, or 3 years with an option to renew for 2 years, duration.
16. In Some instances the Oil Company might insist to interview more than one purchaser for one of their Own / Controlled Sites before they make an appointment

PLEASE INITIAL HERE X……X

Acutts Service Stations

Tel 031 563 2091 Fax 086 559 2284 Email servicestations@acutts.co.za
Physical Shop 1,Damlee House,67 Chelsea Drive,Durban North,4051
Postal, PO Box 50093, Musgrave, 4062

Directors Col. P Acutt, B Acutt, J Acutt – Real Estate Franchise Company (Pty) Ltd T/A ACUTTS Reg No. 1996/013619/07 VAT No. 4820164418

CONFIDENTIALITY, PERSONAL DISCLOSURES AND PAYMENT OF COMMISSION AGREEMENT
FOR THE PURCHASE OR LEASE OF A SERVICE STATION, COMPRISING:- A BUSINESS ONLY (THE BUSINESS) OR THE PURCHASE OF THE PROPERTY AND ANY BUILDINGS ERECTED THEREON ONLY (THE PREMISES) OR THE PURCHASE OF THE LAND ONLY (THE PROPERTY) OR THE PURCHASE OF THE BUSINESS, THE PREMISES AND THE PROPERTY (THE ENTIRE ENTERPRISE) OR THE LEASE OF THE SERVICE PREMISES (THE LEASE) WHICHEVER IS APPLICABLE.

Hereinafter after referred to as:-
THE SERVICE STATION
Between
REAL ESTATE FRANCHISE COMPANY (PTY) LIMITED t/a ACUTTS REAL ESTATE AGENTS (ACUTTS)
Situated at
Shop 1 Damlee House 67 Chelsea Drive Durban North, 4051 P O Box 50093 Musgrave, 4062
Tel: 031-563 2091; Facsimile: 086 465 2281; email: servicestations@acutts.co.za
Hereinafter referred to as:
THE BROKER
And

1. **PURCHASER'S FULL DETAILS (if acting in HIS or HER personal capacity)**

1.1 The Purchaser hereby confirms that he or she is acting in his or her personal capacity and is duly authorised to negotiate and sign any documents relative to the purchase of a Service Station.

FIRST NAMES _____ (Nick Name_____ SURNAME_____

IDENTITY NUMBER _____ RESIDENTIAL ADDRESS _____

POSTAL ADDRESS_____

TEL. NO: (B) _____FAX NO._____ (H) _____

CELLNO: _____ EMAIL ADDRESS _____ _____

RACE GROUP_____ENQUIRY / IES RELATING TO JLR..... JLR..... JLR..... JLR..... or any future Service Stations that I may Financially Qualify for and provided to me by the Broker in the preferred areas as indicated in clause 21 hereof.

Hereinafter referred to as:
(THE PURCHASER)

2. **AGENT, BROKER, FINANCIAL OR LEGAL ADVISOR'S DETAILS DULY APPOINTED TO ASSIST OR ACT FOR AND ON BEHALF OF THE PURCHASER, HEREIN AFTER REFERRED TO AS THE PURCHASER'S "NOMINE "**
(Purchaser's full details must still be completed in Clause 1.1 above)

Agent/ Brokers/Financial Legal Advisor's Name: _____

Address: _____

Business Tel No: _____ E. Mail: _____

Contact Person's name: _____ Cell No: _____ _____

2.1 The **NOMINEE,** undertakes and agrees to provide the full name and contact details of all clients that he/she refers to any of the Service Stations that the BROKER provides mandates to the NOMINEE.

2.2 The NOMINEE further undertakes and agrees to inform the BROKER in writing, and on a monthly basis, of all clients that the NOMINEE has provided mandates to the **NOMINEE.'S** Clients.

3. **FRIEND, RELATIVE, CLIENT NOMINEE CLOSE CORPORATION TRUST OR COMPANY DULY APPOINTED TO ACT JOINTLY WITH OR ON BEHALF OF, OR INDEPENDENTLY FROM THE PURCHASER, HEREINAFTER REFERRED TO AS "THE ASSIGNEE."**

3.1 The person or entity duly appointed to act for, or on behalf of, or independently to, the Purchaser must disclose the following details hereunder, for every Service Station enquiry. (The Purchaser's FULL details must still be completed in Clause 1.

3.1.2. The Purchaser hereby confirms that He / She has granted FULL authority to the under mentioned "Assignee"to act jointly with, or on behalf of, or independently to the Purchaser.

3.1.3. The Assignee named herein by his / her signature to this clause accepts the Purchaser's appointment to act jointly with, or on behalf of or independently to the Purchaser.

3.1.4. Should the Assignee elect to proceed with any Sale wherein the Purchaser is NOT a party to that Sale whether directly or indirectly then in that event the Assignee shall be irrevocably and **TOTALLY** bound and liable by all the terms and conditions of this Agreement

3.1.5. **BOTH** the parties (the Purchases and or the Assignee) therefore jointly and severely acknowledge and accept their total liability to the Seller and or the Broker upon a Sale being concluded between the Seller, the Purchaser and or the Assignee, whichever is applicable.

Full name of Friend, Relative, Client, Nominee, Partner Close Corporation, Director, Trust or Company (herein and after referred to as

THE ASSIGNEE

Full Name _____ I.D.or C.K or Reg no _____

Address_____ Email_____

Tel: (B) _____ (H) _____ Cell No: _____

(ASIGNEE MUST SIGN HERE) Signature _____

4. **PROVISION OF MANDATES, FINANCIAL'S OR ANY OTHER DOCUMENTATION.**
In pursuance of this agreement and in order for the Broker to release any mandate/s and/or financial details, documentation or information of any Service Station to the Purchaser, the following terms and/or conditions shall strictly apply:

5. **CONFIDENTIAL**
The Purchaser fully acknowledges, accepts and understands the fact that any written or verbal details, documentation or information supplied to the Purchaser by the Broker in regard to the sale of Service Stations is highly confidential.

6. **SPECIFIC NON-DISCLOSURE**
The Purchaser hereby undertakes and agrees NOT to discuss, disclose, divulge, supply or provide any such information, documentation or details obtained from the Broker now or in the future to ANY other person other than the Broker, the Seller, the Purchaser's professional advisor/s and /or partner/s and or interested parties nominees or Assignee/s as recorded in Clause 2 or 3 herein. In particular the Purchaser undertakes not to discuss or enquire about the pending sale of the Service Station under ANY circumstances with ANY of the STAFF or PERSONNEL of the Service Station or the Oil Company or any other person or party (with the exclusion of those persons/parties as recorded in Clauses 2 and 3) whether it be prior to visiting the Service Station, or after visiting the Service Station. Should the Purchaser breach this condition in any form or manner whatsoever, then the Seller and the Broker shall have the right to immediately terminate any further communication with the Purchaser and if necessary proceed with legal action against the Purchaser for breach of confidentiality and may claim any damages and costs which the Seller and/ or the Broker might incur as a result of such breach.

7. **SOLE NEGOTIATION**
The Purchaser fully acknowledges and agrees to the condition that throughout the period that the Broker is mandated to sell a particular Service Station the Purchaser shall only deal with the Broker in respect of that particular Service Station which the Purchaser is about to be provided with Details, Information , Documentation or a copy of the Mandate by the Broker NOW or in the FUTURE, (provided that the Purchaser has not already viewed, or been introduced to that particular Service Station as indicated in clause 8 hereunder.

8. **SERVICE STATIONS ALREADY VIEWED BY THE PURCHASER**
The Purchaser confirms that to date the Purchaser has already been to view, has been introduced to or is aware of the following Service Stations for sale. The Purchaser also confirms that details of these Service Stations have NOT been shown or discussed with the Purchaser by the Broker or any of the Broker's staff prior to today's date. Furthermore, the Broker cannot therefore lay claim to any commission from the Purchaser, should the Purchaser elect to purchase any of the under mentioned Service Stations.

	NAME OF SERVICE STATION	INTRODUCED BY	DATE
(i)	_____	_____	_____
(ii)	_____		_____

PLEASE INITIAL HERE X.....X

9. **PAYMENT OF COMMISSION BY SELLER.**

In terms of the mandate to sell a Service Station, the Seller is obliged to pay the Broker's commission plus vat **with the exception of the Purchaser and or the Assignee deliberately electing to pursue with his action/s as recorded in clauses 10, 11,12 and 13 hereunder**

10. **PRIVATE SALE BY THE PURCHASER OR THE PURCHASER'S ASSOCIATE.**

The Purchaser or the Purchaser's Assignee (whichever is applicable) fully understands ,acknowledges and accepts the fact that if the Purchaser is given any details by the Broker of a Service Station for Sale either by way of being furnished with a copy of the selling mandate or any other written or verbal form and the Purchaser or the Assignee is referred to or shown any Service Station by the Broker or one of the Broker's representatives and thereafter the Purchaser or the Assignee or any person, party, close corporation, trust or company associated with the Purchaser or the Assignee concludes a PRIVATE SALE directly with the Seller for the Sale of the Service Station, then in such event, the Purchaser and the Assignee fully acknowledges and accepts the fact that **the Purchaser the and or the Assignee will irrevocably be PERSONALLY and TOTALLY bound and liable to the Broker for the full payment of the Brokers Commission plus vat. for the Sale of the Service Station. The commission due and payable will be 10% (ten per centum) plus v.a.t. of the full purchase price of ANY of the following, whichever is applicable:**

10.1 The Purchase of the Business only (the Business)
10.2 The Purchase of the Business, Land and Buildings (the Entire Enterprise)
10.3 The Purchase of the Land and Buildings Only (the Premises)
10.4 The Purchase of the Land only (the Property)

The Commission due and payable respectfully to the Broker (in accordance with clauses10.1 to 10.4 above) shall be effected on the date upon which the Purchaser or the Assignee takes occupation of the Service Station Business and / or on the date upon which the Entire Enterprise, or the Premises or the Property is transferred into the Purchaser or the Assignee's name, whichever is applicable The Purchaser and the Assignee fully acknowledges, understands accepts and agrees to the fact that even if a private sale is concluded by the Purchaser or by the Purchaser's Assignee or to a Close Corporation or Partnership, Trust or Company in which the Purchaser or the Assignee is Directly or In Directly associated with, then in such event the Purchaser and or the Assignee will still be personally bound by the same provisions in respect of the payment for commission/s plus vat to the Broker The Purchaser and the Assignee also irrevocably undertake and agree to provide the Broker with a Copy of the Sale Agreement for the Business, or the Entire Enterprise, or the Premises, or the Property within 7 (SEVE) days of the Seller or the Assignee Signing such Sale Agreement/s . This Condition shall be a SPECIFIC OBLIGATION on the Purchaser and or the Assignee to FULLY comply with, within the prescribed 7 (SEVEN) day period of time. (whichever is applicabl).

11. **THE PURCHASER AND THE ASSIGNEE'S IRREVOCABL BINDING OBLIGATION TO COMPLY WITH THE FOLLOWING TERMS ANDCONDITIONS IN THE EVENT OF THE PURCHASER AND OR THE ASSIGNEE CONCLUDING A PRIVATE SALE.**

11.1 In consequence and in pursuance of the Purchaser and or the Assignee proceeding with any Sale from a Seller as outlined in whole of Clause 10 above then in that event the Purchaser and the Assignee hereby irrevocably undertakes , agrees and promises to comply with the following terms and conditions in all respects.
11.1.1. The Purchaser and the Assignee shall advise the Broker in WRITING immediately the Purchaser or the Assignee enters into ANY verbal or written communications or correspondence with that Seller.
11.1.2. The Purchaser or the Assignee shall ensure that ANY Sale Agreement to be entered into between the Purchaser or the Assignee and the Seller has a Commission Clause included in that Sale agreement CONFIRMING that WE as the Broker are the Effective Cause of that Sale.
11.1.3. The Purchaser and the Assignee further undertake and agree to ensure that the Commission Clause shall clearly confirm and state that the PURCHASER and or the ASSIGNEE shall be TOTALLY liable to pay the Brokers Commission.
11.1.4. The Amount of Commission due and payable by the Purchaser or the Assignee to the Broker shall be 10 % (Ten per centum) plus v.a.t.of the Selling Price of the Business or the Entire Enterprise or the Premises or the Property, whichever is applicable.
11.1.5. The Purchaser and or the Assignee undertake and agree to pay the Commission directly into the Brokers Trust Account within 3 (three) days of the Seller signing the applicable Sale Agreement.
11.1.6. The Purchaser and or the Assignee undertake and agree to provide the Broker with a copy of the Sale Agreement at least 7 (Seven) days PRIOR to the Sale Agreement being signed by the Purchaser and or the Assignee.
11.1.7. Upon the Broker being satisfied with the Terms and Conditions of the Commission clause, and advising the Purchaser and or the Assignee in writing accordingly, then, upon the Seller signing the Sale Agreement, the Purchaser and or the Assignee undertakes and agrees, within 7 (seven) days of the Seller signing the Sale Agreement, to provide a Copy of the Sale Agreement to the Broker.
11.1.8. The Broker shall immediately be entitled to access the Brokers Commission from the funds deposited by the Purchaser and or the Assignee into the Brokers Trust Account upon compliance of the following Sale / s Transaction / s as recorded in clauses 11.1.8.1 and 11.1.8.2 hereunder

11.1.8.1. Within 3 (three) days upon the Purchaser or the Assignee being approved in writing by the Oil Company for the Sale of the Business.

11.1.8.2. Within 3 (three) days upon which The Entire Enterprise or the Premises or the Property in transferred into the Purchaser or the Assignee's name, whichever is applicable.

PLEASE INITIAL HERE X.....

12. **INTRODUCTION OF THE SAME SERVICE STATION BUSINESS, THE ENTIRE ENTERPRISE,THE PREMISES OR THE PROPERTY TO THE PURCHASER OR THE ASSIGNEE BY ANY OTHER BROKER, PERSON, PARTY, INDIVIDUAL OR THE OIL COMPANY**

The Purchaser and or the Assignee further understands and acknowledges the fact that if the Purchaser or the Assignee is given any details by the Broker of a Service Station for sale either by way of being furnished with a copy of the selling mandate or any other written form or notification and the Purchaser or the Assignee is shown or referred to any Service Station by the Broker or one of the Broker's representatives now or in the future and the respective Oil Company or Seller or any other party, broker, or person subsequently offers the Purchaser or the Assignee the SAME Service Station for sale after the Purchaser or the Assignee has already been provided with a copy of the mandate or given any other written information, documentation or notification of the Service Station by the Broker and within a period of 12 (Twelve) months from date of signature hereof by the Purchaser and or the Assignee and the Purchaser or the Assignee within this time period elects to purchase the same Service Station either directly from the Oil Company or from the Seller or through any other party, broker or person, for whatever price, terms and/or conditions, then in that event, the Purchaser and or the Assignee acknowledges, undertakes and agrees to pay the Broker's commission plus vat in full of 10% (ten per centum) of the purchase price of the Service Station Business within 3 (days) of the Oil Company approving the Purchaser and or the Assignee for the Sale of the Business or within 3 (three) days of the Purchaser taking transfer of the Entre Enterprise, or the Premises or the Property into the Purchaser or the Assignee's name, whichever is applicable .

13 **INTRODUCTION OF THE PURCHASER OR THE ASSIGNEE BY THE BROKER DIRECTLY TO THE OIL COMPANY FOR ONE OF THEIR EXISTING OR A NEW SERVICE STATION/S**

13.1 From time to time, the Oil Company may require a new Tenant for one of their own particular Service Station/s. In the event that the Broker refers the Purchaser or the Assignee DIRECTLY to the Oil Company for one of their particular Service Station / s, and the Oil Company accepts the Purchaser or the Assignee as their new Owner / Tenant / Dealer for that particular Service Station, then in that event the Purchaser or the Assignee further acknowledges, undertakes, accepts and irrevocably agrees to pay the Brokers Referral Commission in full, being 5% (five per centum) plus VAT of the purchase price of the referred Service Station and shall be paid by The Purchaser or the Assignee to the Broker within 3 (three) days of the Purchaser or the Assignee receiving written approval from the Oil Company accepting the Purchaser or the Assignee as their new Dealer / Tenant. For the Business and within (three) days of the Entire Enterprise, or the Premises. Or the Property being transferred from me Sellers name into the Purchaser or the Assignee's name.

13.2 The Purchaser and or the Assignee further agrees and accepts the fact that IF the Purchaser and or the Assignee upon making an application to the Oil Company to Lease or Purchase any Service Station or whilst being interviewed by any Oil Company AFTER signing this Document, and that Oil Company thereafter refers the Purchaser and or the Assignee to ANY Service Station which that Oil Company might be looking for a Purchaser for one of their Own Sellers in their OWN Site or for a Seller of a Privately Owned Service Station and the Purchaser and or the Assignee elects to purchase ANY referred Service Station to the Purchaser and or the Assignee for whatever Price, Terms and Conditions, then in that event the Purchaser and or the Assignee AGREES to pay the Broker's Commission of 5% (five per centum) plus V.A.T. of the eventual Selling Price for that particular Business or the Entire Enterprise or the Premises or the Property, whichever is applicable.

13.3 The Commission due and payable to the Broker by the Purchaser and or the Assignee for the Purchase of the Business shall be paid within 3 (Three) days of the Purchaser and or the Assignee being approved by that Oil Company in writing, as a suitable Dealer/Operator for that particular Business, and within 3 (three) days of the Premises or the Entire Enterprise or the Property being transferred into the Purchaser and or Assignee's name.

13.4 This undertaking shall endure for a period of 12 (Twelve) months from the date the Broker signs this document and shall remain irrevocable during this period. The Purchaser and or the Assignee hereby also irrevocably undertake and agree to provide the Broker with a copy of the Sale Agreement for THAT applicable Sale Transaction within 3 (Three) days of the Seller signing that Sale Agreement.

14. **BROKER'S INITIATION**

The Purchaser and or the Assignee fully understand and acknowledges and accept the fact that should any of the events contained in clauses 10, 11 or 12 above occur; it would be as a direct result of the Broker's initiation and the cause of the introduction and referral of the Purchaser and or the Assignee to the Service Station Business or the Entire Enterprise or the Premises or the Property to the Oil Company by the Broker which resulted in the Purchaser and or the Assignee purchasing a particular Service Station Business or the Entire Enterprise or the Premises or the Property. Accordingly, the Broker is therefore entitled to the full referral commission plus vat from the Purchaser and or the Assignee of the total purchase price of the Service Station Business, or the Entire Enterprise, or the Premises or the Property, whichever is applicable as recorded in Clauses 10, 11 12 or13 above.

15. **PURCHASER AND OR THE ASSIGNEE TO PROVIDE A COPY OF THE SALE AGREEMENT AND LETTER OF APPROVAL BY THE OIL COMPANY TO THE BROKER**

Should the Purchaser and or the Assignee pursue with any of the events as contemplated in clauses 10,11 12 or 13 above, then in that event the Purchaser and or the Assignee irrevocably undertake and agree to provide the Broker with a copy of the signed Sale Agreement as well as the Letter of Approval from the Oil Company to the Purchaser and or the Assignee for the purchase of that particular Service Station within 3 (three) days of the Oil Company accepting the Purchaser and or the Assignee as their NEW Dealer/ Operator for the Purchase of the Business or the Entire Enterprise, or the Premises or the Property and within 3 (three) days of the Seller signing the Sale Agreement for that particular Service Station, whichever is applicable.

PLEASE INITIAL HERE X.....X

16. **PERSONAL DISCLOSURES – PROOF OF FUNDS**
The Purchaser warrants that he or she presently has or will have the following CASH funds readily available to buy a Service Station, documentary proof of which the Purchaser agrees to provide to the Broker and Seller upon the submission of any offer:

17. This Section **MUST** be completed **IN FULL** in order for "The Broker "to provide the Purchaser with the necessary details, information, documentation and financials of any Service Station. This requirement is necessary in terms of the Oil Companies Policy Requirement, most Financial Institutions Requirements, the Sellers, requirements as well as the Brokers Own Policy Requirement. **Therefore, NO details, information or documentation will be released to The Purchaser, or the parties recorded in Clauses 2 or 3 UNLESS THE FOLLOWING DETAILS AND INFORMATION IS COMPLETED IN FULL. Furthermore, we will NOT respond to THIS application any further if the undermentioned details are NOT FULLY completed, provided or complied with.**

17.1 The Purchaser warrants that he is keen, willing, able and capable of purchasing a Service Station up to the following total amount (as recorded in 17.1.6 hereunder.)

17.1.1	Un-cumbered **CASH ON HAND** (readily available)	R _____
17.1.2	Intended Loan from Bank/Financial Institution /Bond on Property	R_____
17.1.3	Bank Overdraft Facility	R_____
17.1.4	Other Facilities (Specify).....	R_____
17.1.5	Loan from Relative / s or /Friend/s (Name).....	R_____
17.1.6	**TOTAL**	R_____

18. **PAYMENT OF DEPOS IT** **PLEASE INITIAL HERE (Confirming the above details) X……X**

The Purchaser agrees to provide the Broker with an irrevocable Cash Deposit of 15% (fifteen per centum) of the Total Purchase Price of the Service Station on acceptance of any offer by the Seller and within 7 (seven) days of such acceptance by the Seller which amount will be held by The Broker in The Brokers' Trust Account and will be refunded to the Purchaser, if the Purchaser is not satisfied with the results of any due diligence conducted on the Service Station or is not approved by the Oil Company/or the Landlord or is not approved by the Department of Minerals and Energy affairs for the Retail Trading Licence, whichever is applicable

19. **PURCHASER'S FINANCIAL WARRANTY**

The Purchaser hereby warrants that his or her present financial status is sound; that all rates, taxes, fines, levies VAT payments and any penalties have been paid up to date; and to the best of his or her knowledge, that there are no default judgements pending or recorded against him or her; that he or she has never been declared insolvent and that there are no present legal proceedings pending against him or her that could effect any sale. In addition, the Purchaser also warrants that he or she presently does not have any adverse credit record with any **CREDITOR or BANKING OR FINANCIAL INSTITUTION** that will result in either an adverse credit report being provided or any loan application being declined that will ultimately result in either the Oil Company or the Landlord rejecting the Purchaser as their Dealer / Tenant for the Site, or the Department of Energy declining the Purchasers Retail Trading Licence application.

20. **TOTAL AND IRREVOCABLE ACCEPTANCE AND ACKNOWLEDGEMENT OF THIS AGREEMENTBY ALL PARTIES**.

The Purchaser or the Purchaser's Assignee or Close Corporation or Partnership, or Trust or Company in which the Purchaser is presently associated has had adequate time to read and digest (and/or if necessary) discuss this whole agreement with his Nominee or Assignee or His / Her Financial or Legal or ANY Other Advisor/s and accordingly now fully irrevocably acknowledges, understands and accepts the contents of this Agreement in its entirety and by so signing here under the Purchaser not only Personally irrevocably binds HIMSELF to this Agreement, but also irrevocably binds the Person, Party/ies or Entity / ies referred to in clause 3 herein.

21. **SERVICE STATIONS – (PREFERRED AREAS)**

I would like to view those service station businesses located in the following Town/Areas:

Town/Area:A……..Town/Area:B……..Town/Area:C…….....Town/Area D.....

22. **ADDITIONAL IMPORTANT INFORMATION REQUIRED (Please tick where applicable)**
In order to assist us further with your ambition to purchase a Service Station, kindly complete the following important information (only tick the blocks that are applicable):

22.1. Have you previously completed one of our Confidentiality Agreements? Yes ☐ No ☐

22.2. If so, how long ago? 6 months ☐ 12 months ☐ longer ☐

22.3. Have you previously owned a Service Station. Yes ☐ No ☐

22.4. Do you presently own a Service Station, If so what Brand Yes ☐ No ☐

CALTEX..... SHELL..... ENGEN..... B.P .....TOTAL..... SASOL.....UNBRANDED.....

PLEASE INITIAL HERE X.....X

22.5. Have you previously owned a Service Station? Yes No

22.6. Will YOU personally manage the Service Station FULL time YOURSELF Yes ☐ No ☐

22.7. If not, will you appoint a "full time" manager to manage the Service Station for you whilst you continue with your present Employment or Business Activity / ies Yes ☐ No ☐

22.8. Do you have considerable Retail Shop Experience.i.e .General Dealer / Supermarket / Cafe or Food Franchise Experience Yes ☐ No ☐

22.9. How do you intend to structure the legal trading entity of the Service Station? Will you trade as a:-
Private Individual_____Partnership_____Close Corporation_____Company_____ Trust_____

22.10. As and when required by the Oil Company, will you attend their Training Course. Yes ☐ No ☐

22.11. If you elect to purchase a Service Station Business and or Property that is more than +/- 30 Klms from your residence, would you be prepared to relocate, to be nearer to the Service Station if required to do so by the Oil Company? ☐ Yes ☐ No

22.12. How did you become aware that John Randall and / or Acutts Real Estate Agents (THE BROKE) specialise in the Sale of Service Station Businesses and or Properties.

a)		Referred by friend or relative
b)		Previous dealings directly with John Randall
c)		Previous dealings with Brink Property Group
d)		Present dealings with Acutts Real Estate Agents
e)		Responded to current Media advertising
f)		Responded to Cyrus Business Brokers web site
g)		Responded to Biz For Sale web site

22.13. Are you a Permanent Resident of South Africa Yes ☐ No ☐

23. **CREDIT CHECK AUTHORITY**

The Purchaser and or the Associate hereby irrevocably authorise the Broker to obtain Credit Bureau reports in the name of the Purchaser and or the Associate (if necessary and when required by the Broker) and by so doing, the Broker agrees to provide the Purchaser and or the Associate with a copy of such report upon written request by the Purchaser and or the Associate to the Broker to provide the Purchaser with such report.

24. **VALIDITY PERIOD OF THIS AGREEMENT**

This Agreement shall be irrevocable, valid and binding on all the Parties, their Heirs and Assigns for a period of 12 (twelve) months from the date upon which the Broker signs this Agreement.

25. **CHANGE OF CIRCUMSTANCES BY THE PURCHASER DURING THE VALIDITY OF THIS AGREEMENT**

Should the Purchaser's Financial Standing Materially Change (i.e acquisition of additional funds etc) OR should ANY OTHER Factor relative to the Purchaser's Circumstances change (i.e additional or reduction of Investors etc) during the validity of this Agreement, then in that event the Purchaser must accordingly advise the Broker in writing, in order that the Broker may update this Agreement with the NEW details.

26. **ENTREPRENUERIAL OR ANY SIMILAR TYPE PROGRAMME/S OFFERED BY THE OIL COMPANIES TO ENHANCE OR PROMOTE BUYERS TO ACQUIRE A SERVICE STATION**

26.1 The Purchaser, by his or her signature hereto, confirms that at the time of signing this agreement, He or She …… (IS or IS NOT – enter whichever is applicable) registered with or participating in any Entrepreneurial programme or similar type commitment or Involvement with any Oil Company to assist with the acquisition of a Service Station.

26.2 Should the Purchaser be so registered or be a participant in the above, then the Purchaser shall disclose that Oil Companies name with a "YES" hereunder.

CALTEX …….. **B.P ……** **ENGEN ……** **TOTAL ……..**

SHELL …….. **SASOL ……** **OTHER ……**

26.3 Furthermore, the Purchaser acknowledges, accepts and agrees that the broker is entitled to Selling Commission or Fees on any concluded Sale, which amount must be recorded in any Sale.

26.4 The Purchaser therefore undertakes and agrees, **NOT** sign any Sale Agreement with the Seller unless the following clauses are included in **THAT** Sale Agreement.

27. **BROKERS COMMISSION PAYABLE BY THE SELLER**

27.1 The Seller herby undertakes and agrees to pay the Broker Commission in full, unless the Purchaser commits a Breach/ Default of the Sale Agreement and deliberately refuses or fails to remedy such Breach / Default, in which case the Purchaser shall then be liable and responsible to pay the Brokers Commission.

27.2 The Brokers Commission due and payable in terms of this Sales Agreement shall be the sum of R_____ (words) 7 % (seven per centum) of the evevtual Selling Price for the Business plus V.AT of R _____ (words) totalling R_____ (words) which amount shall be due and payable to the Broker on the date upon which the Purchaser is approved in writing by the Oil Company, as the New Dealer / Tenant for the Site

_____	_____	_____
DATE	**SIGNATURE OF DULY AUTHORISED PURCHASER IN HIS PERSONAL CAPACITY OR THE PERSON WHO WILL BE HOLDING MORE THAN 51% SHARES OR OWNERSHIP ANY ENTITY PURCHASING THE SERVICE STATION.**	**PRINT NAME**
_____	_____	**J.L. Randall**
DATE	**SIGNATURE FOR AND ON BEHALF OF THE BROKER AS DULY AUTHORISED HERETO.**	**PRINT NAME**

N.B. UPON RECEIPT AND SIGNING OF THIS AGREEMENT BY THE BROKER, A COPY WILL BE FORWARDED TO YOU UPON REQUEST