#### CASH CONTRACT

When you submit your signed Cash Invitation Application Form, you agree that the contractual terms as set out in the Agreement will govern the holding of your Sasol BEE Ordinary Shares. "You" in the Agreement refers to any member of the public who completes, signs and submits a Cash Invitation Application Form to the Post Office.

## 1. INTERPRETATION AND PRELIMINARY

The headings of the clauses in this annexure are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of the Agreement nor any clause hereof. Unless a contrary intention clearly appears:

- 1.1 words importing:
  - 1.1.1 the masculine include the feminine and vice versa;
  - 1.1.2 the singular include the plural and vice versa;
  - 1.1.3 natural persons include created entities (corporate or unincorporate) and the state and vice versa;
- 1.2 the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely:
  - 1.2.1 "Agreement" means the Cash Invitation Application Form as read with this annexure:
  - 1.2.2 "Applicants" means those who sign and deliver the Cash Invitation Application Forms and supporting documents to the Post Office, before the Closing Date;
  - 1.2.3 "BEE Act" means the Broad-Based Black Economic Empowerment Act, No. 53 of 2003, and any regulations promulgated thereunder;
  - 1.2.4 "BEE Status" means, in relation to a Black Group, your percentage of Black ownership or Black membership or Black beneficiaries or Black participants, as the case may be and, your percentage of Black representation at board or trustee level or similar governing organ level on the date when you sign the Cash Invitation Application Form;
  - 1.2.5 "Black Company" means a company which is a BEE Controlled Company \* and a BEE Owned Company † each as defined in the Codes;
  - 1.2.6 "Black Entity" means a vesting trust which qualifies for recognition under the Codes, a broad-based ownership scheme (as contemplated in the Codes), a close corporation, or an unincorporated entity or association, including a partnership, joint venture, syndicate or "stokvel" as may be determined by Sasol in its sole discretion as an entity or association, which may enable Sasol to claim points pursuant to the Codes;
  - 1.2.7 "Black Groups" means Black Companies and Black Entities;
- A summary of the current definition in the Codes is set out below for your convenience only, and such summary should not be construed as an interpretation of the Codes.
  - A BEE controlled company is a company incorporated in accordance with the laws of South Africa and having a shareholding in which one or more Black People controls or control, on a flow-through basis (as such term is contemplated in the Codes), in excess of 50% of all exercisable voting rights in relation to the ordinary shares or other equity interest of such company, exercisable by members in general meeting or otherwise.
- † A summary of the current definition in the Codes is set out below for your convenience only, and such summary should not be construed as an interpretation of the Codes.
  - A BEE owned company means a company incorporated in accordance with the laws of South Africa and having a shareholding in which one or more Black People:
  - beneficially owns or own, on a flow-through basis (as such term is contemplated in the Codes and which excludes measurement utilising the modified flowthrough basis), in excess of 50% of the ordinary shares or other equity interest of such company; and
  - (2) Is or are entitled to in excess of 50% on a flow-through basis (as such term is contemplated in the Codes and which excludes measurement utilising the modified flow-through basis) of all economic interest in relation to such ordinary shares or other equity interest of such company.

# 1.2.8 "Black Person/s"/"Black People":-

- 1.2.8.1 in respect of Applicants, has the meaning ascribed to it under Code 000 of the Codes, being Africans, Coloureds and Indians who are natural persons and who are South African citizens by (i) birth or descent, or (ii) naturalisation occurring (a) prior to 27 April 1994, being the commencement date of the Constitution of the Republic of South Africa of 1993, or (b) after that date but who would have qualified for naturalisation prior to that date if it were not for the apartheid policies in place in the Republic of South Africa; or
- 1.2.8.2 in respect of new owners of Sasol BEE Ordinary Shares, means a 'black person' as defined in the BEE Act and/or the Codes and/or any charter applicable to the Sasol group of companies, whichever is the most stringent as at the date of Selling the Sasol BEE Ordinary Shares
- and "Black" shall be construed accordingly;
- 1.2.9 "Business Day" means any day other than a Saturday or a Sunday or an official public holiday in the Republic of South Africa;
- 1.2.10 "Cash Invitation" means the invitation pursuant to the Cash Invitation Prospectus;
- 1.2.11 "Cash Invitation Application Form" means the application form for Sasol BEE Ordinary Shares which you have signed;
- 1.2.12 "Cash Invitation Minimum Investment Period" means a period of 730 (seven hundred and thirty) days, commencing on the Effective Date;
- 1.2.13 "Cash Invitation Prospectus" means the prospectus of Sasol dated 15 May 2008;
- 1.2.14 "Closing Date" means the closing date of the Cash Invitation, being 12:00 on 5 July 2008, or such other later date as advised to you by Sasol, provided that this later date shall not be later than 4 (four) months after the date of the Cash Invitation Prospectus;
- 1.2.15 "Codes" means the Codes of Good Practice promulgated in terms of section 9(1) of the BEE Act;
- 1.2.16 "Custodian" means a custodian appointed by Sasol from time to time, in its discretion;
- 1.2.17 "Effective Date" means the date of allotment and issue of Sasol BEE Ordinary Shares to successful Applicants pursuant to the Cash Invitation;
- 1.2.18 "Empowerment Period" means a period of 3 650 (three thousand, six hundred and fifty) days (or if the last day of that period is not a Business Day, up to and including the next Business Day), or such shorter period as may be determined by Sasol, commencing on the Effective Date;
- 1.2.19 "Encumbrance" means any mortgage, charge, pledge, hypothecation, lien, cession or assignment by way of security, option, right to acquire, right of pre-emption, preferential right or arrangement, right of retention or agreement to confer security or any restriction or other arrangement whatsoever which has the same or a similar effect to the granting of security, and "Encumber" shall have the appropriate meaning accordingly;
- 1.2.20 "Forced Sale Value" means the value of a Sasol BEE Ordinary Share determined by Sasol in accordance with the formula set out in Annexure 17(1);
- 1.2.21 "JSE" means JSE Limited (registration number 2005/022939/06) (or its successor in body);
- 1.2.22 "Post Office" means South African Post Office Limited (registration number 1991/005477/06);
- 1.2.23 "Public Facilitation Trust" means Sasol Inzalo Public Facilitation Trust, IT reference number 1182/2008;
- 1.2.24 "Sasol" means Sasol Limited (registration number 1979/003231/06);
- 1.2.25 "Sasol Articles" means the articles of association of Sasol;
- 1.2.26 "Sasol BEE Ordinary Shares" means ordinary shares of no par value in the stated capital of Sasol;
- 1.2.27 "Sasol BEE Shareholders" means registered holders of Sasol BEE Ordinary Shares;

- 1.2.28 "Sell" means sell or otherwise dispose of or transfer (including, but without limiting the generality of the aforegoing, by way of donation or dividend or distribution of assets), and "Sale" and "Sold" shall be construed accordingly;
- 1.2.29 "Trading Market" means the mechanism which Sasol will use its reasonable endeavours to establish, for trading in Sasol BEE Ordinary Shares after the Cash Invitation Minimum Investment Period;
- 1.2.30 "Transfer Secretaries" means Computershare Investor Services (Proprietary) Limited (registration number 2004/003647/07) or a transfer secretary selected by Sasol from time to time in its discretion;
- 1.3 any reference in the Agreement to you shall, if you are liquidated or sequestrated, as the case may be, be applicable also to and binding upon your liquidator or trustee:
- 1.4 the rule of construction that a contract shall be interpreted against the party responsible for the drafting or preparation of the contract, shall not apply.

#### 2. DURATION

- 2.1 As regards any Sasol BEE Ordinary Share allotted and Issued to you, the Agreement shall remain in force until the earlier of the expiration of the Empowerment Period and the date on which you Sell all such Sasol BEE Ordinary Shares.
- 2.2 Notwithstanding the provisions of clause 2.1, the expiration or termination of the Agreement shall not affect such of the provisions of the Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

# 3. CUSTODIAN AND TRANSFER SECRETARIES

- 3.1 On the Effective Date, Sasol will issue a share certificate in respect of the Sasol BEE Ordinary Shares which have been allotted and issued to you.
- 3.2 You agree that your Sasol BEE Ordinary Shares will be held in certificated form. You agree that, at your risk, your share certificate will be deposited with and will be held on your behalf by the Custodian. You agree that, in addition to any express processions in the Agreement, you will be bound by those parts of any agreement which Sasol concludes with the Custodian and which are standard in the market, provided that you will not in any way be liable for any fees of the Custodian.
  - 3.3 If you have Encumbered your Sasol BEE Ordinary Shares in accordance with the requirements of clause 5.3.1, the Custodian will hold your share certificate on behalf of the person in whose favour you have given the Encumbrance.
  - 3.4 Your share certificate will be released by the Custodian to the Transfer Secretaries for implementing any transfer of your Sasol BEE Ordinary Shares as is permitted in terms of:
    - 3.4.1 the Sasol Articles;
    - 3.4.2 the Agreement;
    - 3.4.3 any agreement providing for an Encumbrance complying with clause 5.3.1.
  - 3.5 Subject to clause 6.1, the Transfer Secretaries will issue a new share certificate to the new owner of the Sasol BEE Ordinary Shares which shall be deposited with the Custodian. To the extent that you have not Sold all of your Sasol BEE Ordinary Shares, your new share certificate in respect of such Sasol BEE Ordinary Shares which have not been Sold will be redeposited with the Custodian.
  - 3.6 After the Empowerment Period, your Sasol BEE Ordinary Share certificate will be posted by the Custodian to your address for service selected by you in terms of clause 12.1.2, at your risk.
  - 3.7 The Custodian shall not be liable to you for any direct, indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever or howsoever caused, arising as a result of any act or omission (including any negligent, or grossly negligent act or omission) on the part of the Custodian as regards your Sasol BEE Ordinary Shares.

# 4. WARRANTIES

All the warranties given by you in terms of the Agreement, including those warranties provided in Part F of the Funded Application Form, shall be deemed to be material.

#### 5. YOUR UNDERTAKINGS

You undertake:-

- 5.1 if you are a Black Group:-
  - 5.1.1 for the duration of the Cash Invitation Minimum Investment Period, to maintain your BEE Status;
  - 5.1.2 after the Cash Invitation Minimum Investment Period, for the remainder of the Empowerment Period, while you continue to hold Sasol BEE Ordinary Shares, that you shall remain a Black Group;
- 5.2 to provide Sasol, at your own cost, within 30 (thirty) days of its written request, with a BEE compliance certificate in a form acceptable to Sasol, from a verification agency selected by Sasol, certifying, whichever is applicable, that you are a Black Person or if you are a Black Group that you are in compliance with clause 5.1. If you are a Black Person and no verification agency verifies natural people, then you undertake to provide Sasol with such documentation reasonably required by Sasol in order to satisfy itself that you are a Black Person;

#### 5.3 not to:-

- 5.3.1 Encumber your Sasol BEE Ordinary Shares at any time during the Empowerment Period unless the terms of the agreement providing for such Encumbrance expressly provide that if the security is realised, the Sasol BEE Ordinary Shares may only be Sold to Black People and/or Black Groups and then only after the expiration of the Cash Invitation Minimum Investment Period;
- 5.3.2 unless any one of clauses 7 to 9 applies, Sell your Sasol BEE Ordinary Shares or any rights or interests therein, prior to the expiry of the Cash Invitation Minimum Investment Period;
- 5.3.3 Sell your Sasol BEE Ordinary Shares or any rights or interests therein after the Cash Invitation Minimum Investment Period but prior to the end of the Empowerment Period to anyone who is not a Black Person or Black Group.

# 6. PROVISIONS APPLICABLE TO SALES OF SASOL BEE ORDINARY SHARES

- 6.1 Save for a Sale to the Public Facilitation Trust, you undertake, in respect of every permitted Sale of your Sasol BEE Ordinary Shares to:--
  - 6 1.1 thoroughly check that the buyer is in fact a Black Person or a Black Group;
  - 6.1.2 obtain a copy of an agreement from the Transfer Secretaries which must be signed by the new owner and to deliver to the Transfer Secretaries an original of such an agreement,

and, save for the transfer of the Sasol BEE Ordinary Shares to your heirs in the event of your death or the Sale by your liquidator or trustee in the event of your insolvency, the Sale must take place in the Trading Market, provided that Sasol has established one.

6.2 You are not obliged to first offer your Sasol BEE Ordinary Shares to other Sasol BEE Shareholders.

# 7. BREACH

7.1 If:.

- 7.1.1 at any time during the Cash Invitation Minimum Investment Period you breach any one of the provisions set out in clauses 5.1.1 or 5.3.2;
- 7.1.2 at any time during the Empowerment Period:-
  - 7.1.2.1 you have misrepresented your BEE Status or have in any way committed a breach of any of the warranties set out in the Agreement;
  - 7.1.2.2 you breach any of the provisions set out in clause 5.1.2, 5.2, 5.3.1 or 5.3.3;
  - 7.1.2.3 you breach the provisions set out in clause 6.1;
  - 7.1.2.4 you have made a fraudulent or untrue statement in your Cash Invitation Application Form or any supporting documents, or any information contained in your Cash Invitation Application Form cannot be verified to Sasol's satisfaction,

you shall immediately notify Sasol in writing.

- 7.2 At any time after learning of the occurrence of an event contemplated in any one of the provisions in clause 7.1, the Public Facilitation Trust shall be entitled, but shall not be obliged to buy your Sasoi BEE Ordinary Shares by young you written notice, in which event a Sale of your Sasol BEE Ordinary Shares shall be deemed to have been concluded on the following terms and conditions:
  - 7.2.1 your Sasol BEE Ordinary Shares shall be acquired with effect from the day prior to the date of the occurrence of an event contemplated in any one of the provisions set out in clause 7.1;

- 7.2.2 the purchase price of your Sasol BEE Ordinary Shares shall be the Forced Sale Value calculated as at the date of the occurrence of the relevant event, discounted by 50% (fifty percent);
- 7.2.3 the purchase price, less an amount equal to the amount of dividends paid to you during the period in which you were in breach, shall be payable against delivery of the transfer form for your Sasol BEE Ordinary Shares. If the Public Facilitation Trust has not received the requisite transfer form within 3 (three) days from the date when the Public Facilitation Trust gives you notice, then you agree that the Public Facilitation Trust is irrevocably and in rem suam authorised and appointed as your attorney and agent to sign the necessary transfer forms;
- 7.2.4 the Sasol BEE Ordinary Shares and claims shall be purchased voetstoots and without any warranties or representations of any nature whatsoever, save that:—
  - 7.2.4.1 you are the beneficial as well as registered owner thereof; and
  - 7.2.4.2 no person has any right of any nature whatsoever to acquire the Sasol BEE Ordinary Shares in question;
- 7.2.5 the stamp duty or securities transfer tax payable in respect of the registration of transfer of the Sasol BEE Ordinary Shares Sold in terms hereof shall be borne by the Public Facilitation Trust.

#### 8. DEATH

- 8.1 If you are a Black Person:-
  - 8.1.1 who dies during the Empowerment Period, then:-
    - 8.1.1.1 the Public Facilitation Trust will not have the right to buy your Sasol
      BEE Ordinary Shares pursuant to clause 7 even though those shares
      as a result may now be held in breach of the requirements of the
      Agreement unless clause 8.2 applies;
    - 8.1.1.2 if you die during the Cash Invitation Minimum Investment Period, the restrictions set out in clause 5.3.2 are relaxed so that the executor of your estate may comply with clause 8.1.1.3;
    - 8.1.1.3 your executor, instead of having to do so immediately, will have 180 (one hundred and eighty) days to transfer your Sasol BEE Ordinary Shares, subject to compliance with clause 6, to your heir/s provided that such heir/s is/are a Black Person or a Black Group, or your executor may Sell your Sasol BEE Ordinary Shares to any Black Person and/or a Black Group.
- 8.2 If your executor has not complied with clause 8.1.1.3, the Public Facilitation Trust shall be entitled, but shall not be obliged to buy your Sasol BEE Ordinary Shares by written notice to your executor, in which event a Sale of your Sasol BEE Ordinary Shares shall be deemed to have been concluded on the following terms and conditions:
  - 8.2.1 the Sasol BEE Ordinary Shares shall be acquired with effect from the day prior to the date of your death;
  - 8.2.2 the purchase price of the Sasol BEE Ordinary Shares shall be the Forced Sale Value calculated as at the date of the written notice from the Public Facilitation Trust to your executor, discounted by 10% (ten percent). The reason for the discount is to encourage your executor to find a suitable buyer if your heir/s is/are not a Black Person/s or a Black Group, because Sasol will, if it wishes to maintain the same level of Black ownership, have to fund the Public Facilitation Trust to enable it to exercise its right to buy your Sasol BEE Ordinary Shares;
  - 8.2.3 the purchase price, less an amount equal to the amount of dividends paid to you during the period in which your executor was in breach of clause 8.1.1.3, shall be payable against delivery of the transfer form for your Sasol BEE Ordinary Shares. If the Public Facilitation Trust has not received the requisite transfer form within 7 (seven) days from the date when the Public Facilitation Trust gives your executor notice, you agree that the Public Facilitation Trust is irrevocably and in rem suam authorised and appointed as your attorney and agent, or that of your executor, to sign the necessary transfer forms;

- 8.2.4 the Sasol BEE Ordinary Shares and claims shall be purchased voetstoots and without any warranties or representations of any nature whatsoever, save that:-
  - 8.2.4.1 you are the beneficial as well as registered owner thereof; and
  - 8.2.4.2 no person has any right of any nature whatsoever to acquire the Sasol BEE Ordinary Shares in question;
- 8.2.5 the stamp duty or securities transfer tax payable in respect of the registration of transfer of the Sasol BEE Ordinary Shares Sold in terms hereof shall be borne by the Public Facilitation Trust.
- 8.3 If you are a Black Group and any of your shareholders, members, participants or beneficiaries die, as a result of which, during the:—
  - 8.3.1 Cash Invitation Minimum Investment Period, you do not maintain your BEE Status;
  - 8.3.2 after the Cash Invitation Minimum Investment Period but during the Empowerment Period, you are no longer a Black Group,

then

- 8.3.3 the Public Facilitation Trust will not have the right to buy your Sasol BEE Ordinary Shares pursuant to clause 7 even though those shares as a result may now be held in breach of the requirements of the Agreement unless clause 8.4 applies;
- 8.3.4 if the death occurs:-
  - 8.3.4.1 during the Cash Invitation Minimum Investment Period, the restrictions set out in clause 5.3.2 are relaxed so that you can Sell your Sasol BEE Ordinary Shares to a third party in accordance with clause 8.3.5, provided that such third party has at least the same BEE Status as you;
  - 8.3.4.2 after the Cash Invitation Minimum Investment Period but during the Empowerment Period, you can Sell your Sasol BEE Ordinary Shares to a Black Group and/or a Black Person in accordance with clause 8.3.5.
- 8.3.5 Instead of having to remedy the breach caused by the death immediately you will have 180 (one hundred and eighty) days from the date of the death to act in accordance with clause 8.3.4.
- 8.4 If your Sasol BEE Ordinary Shares have not been Sold or the breach caused by the death has not otherwise been remedied within 180 (one hundred and eighty) days from the date of the death in question, the Public Facilitation Trust shall be entitled, but shall not be obliged to buy your Sasol BEE Ordinary Shares by written notice to you, in which event a Sale of your Sasol BEE Ordinary Shares shall be deemed to have been concluded on the following terms and conditions:
  - 8.4.1 the Sasol BEE Ordinary Shares shall be acquired with effect from the day prior to the date of the death in question;
  - 8.4.2 the purchase price of the Sasol BEE Ordinary Shares shall be the Forced Sale Value calculated as at the date of the written notice from the Public Facilitation Trust to you, discounted by 10% (ten percent). The reason for the discount is to encourage you to find a suitable buyer if the breach caused by the death cannot otherwise be remedied, because Sasol will, if it wishes to maintain the same level of Black ownership, have to fund the Public Facilitation Trust to enable it to exercise its right to buy your Sasol BEE Ordinary Shares;
  - 8.4.3 the purchase price, less an amount equal to the amount of dividends paid to you during the period in which you have been in breach of clause 8.3.4, shall be payable against delivery of the transfer form for your Sasol BEE Ordinary Shares. If the Public Facilitation Trust has not received the requisite transfer form within 7 (seven) days from the date when the Public Facilitation Trust gives you notice, then you agree that the Public Facilitation Trust is irrevocably and in rem suam authorised and appointed as your attorney and agent to sign the necessary transfer forms;
  - 8.4.4 the Sasol BEE Ordinary Shares and claims shall be purchased voetstoots and without any warranties or representations of any nature whatsoever, save that:—
    - 8.4.4.1 you are the beneficial as well as registered owner thereof; and
    - 8.4.4.2 no person has any right of any nature whatsoever to acquire the Sasol BEE Ordinary Shares in question;

8.4.5 the stamp duty or securities transfer tax payable in respect of the registration of transfer of the Sasol BEE Ordinary Shares Sold in terms hereof shall be borne by the Public Facilitation Trust.

#### 9. INVOLUNTARY INSOLVENCY/LIQUIDATION

- 9.1 If you are a Black Person who is involuntarily sequestrated (whether provisionally or finally), during the Empowerment Period, then:—
  - 9.1.1 the Public Facilitation Trust will not have the right to buy your Sasol BEE Ordinary Shares pursuant to clause 7 even though those shares as a result may now be held in breach of the requirements of the Agreement unless clause 9.2 applies;
  - 9.1.2 if you are involuntarily sequestrated (provisionally or finally), during the Cash Invitation Minimum Investment Period, the restrictions set out in Clause 5.3.2 are relaxed so that the trustee of your estate may comply with clause 9.1.3;
  - 9.1.3 the trustee, instead of having to do so immediately, will have 180 (one hundred and eighty) days from the date of your provisional sequestration to Sell your Sasol BEE Ordinary Shares, subject to compliance with clause 6, to any Black Person and/or a Black Group.
- 9.2 If the trustee has not complied with clause 9.1.3, the Public Facilitation Trust shall be entitled, but shall not be obliged to buy your Sasol BEE Ordinary Shares by written notice to the trustee, in which event a Sale of your Sasol BEE Ordinary Shares shall be deemed to have been concluded on the following terms and conditions:
  - 9.2.1 the Sasol BEE Ordinary Shares shall be acquired with effect from the day prior to the date of your provisional sequestration;
  - 9.2.2 the purchase price of the Sasol BEE Ordinary Shares shall be the Forced Sale Value calculated as at the date of the written notice from the Public Facilitation Trust to the trustee, discounted by 10% (ten percent). The reason for the discount is to encourage the trustee to find a suitable buyer, because Sasol will, if it wishes to maintain the same level of Black ownership, have to fund the Public Facilitation Trust to enable it to exercise its right to buy your Sasol BEE Ordinary Shares;
  - 9.2.3 the purchase price, less an amount equal to the amount of dividends paid to you during the period in which the trustee was in breach of clause 9.1.3, shall be payable against delivery of the transfer form for your Sasol BEE Ordinary Shares. If the Public Facilitation Trust has not received the requisite transfer form within 7 (seven) days from the date when the Public Facilitation Trust gives the trustee notice, then you agree that the Public Facilitation Trust is irrevocably and in rem suam authorised and appointed as your attorney and agent to sign the necessary transfer forms;
  - 9.2.4 the Sasol BEE Ordinary Shares and claims shall be purchased voetstoots and without any warranties or representations of any nature whatsoever, save that:—
    - 9.2.4.1 you are the beneficial as well as registered owner thereof; and
    - 9.2.4.2 no person has any right of any nature whatsoever to acquire the Sasol BEE Ordinary Shares in question;
  - 9.2.5 the stamp duty or securities transfer tax payable in respect of the registration of transfer of the Sasol BEE Ordinary Shares Sold in terms hereof shall be borne by the Public Facilitation Trust.
- 9.3 If you are a Black Group and any of you are involuntarily liquidated (provisionally or finally), as a result of which, during the:-
  - 9.3.1 Cash Invitation Minimum Investment Period, you fail to maintain your BEE Status;
  - 9.3.2 after the Cash Invitation Minimum Investment Period but during the Empowerment Period, you are no longer a Black Group,

then:-

9.3.3 the Public Facilitation Trust will not have the right to buy your Sasol BEE Ordinary Shares pursuant to clause 7 even though those shares as a result may now be held in breach of the requirements of the Agreement unless clause 9.4 applies;

- 9.3.4 if it is not possible for the breach to be remedied;
  - 9.3.4.1 during the Cash Invitation Minimum Investment Period, the restrictions set out in clause 5.3.2 are relaxed so that your liquidator can Sell your Sasol BEE Ordinary Shares to a third party, provided that such third party has at least the same BEE Status as you;
  - .9.3.4.2 after the Cash Invitation Minimum Investment Period but during the Empowerment Period, your liquidator can Sell your Sasol BEE Ordinary Shares to a Black Group and/or a Black Person.
- 9.3.5 Instead of having to remedy the breach immediately your liquidator will have 180 (one hundred and eighty) days from the date of your provisional liquidation to act in accordance with clause 9.3.4.
- 9.4 If your Sasol BEE Ordinary Shares have not been Sold or the breach caused by the liquidation has not otherwise been remedied within 180 (one hundred and eighty) days from the date of your liquidation, the Public Facilitation Trust shall be entitled, but shall not be obliged to buy your Sasol BEE Ordinary Shares by written notice to your liquidator, in which event a Sale of your Sasol BEE Ordinary Shares shall be deemed to have been concluded on the following terms and conditions:
  - 9.4.1 the Sasol BEE Ordinary Shares shall be acquired with effect from the day prior to the date of your provisional liquidation;
  - 9.4.2 the purchase price of the Sasol BEE Ordinary Shares shall be the Forced Sale Value calculated as at the date of the written notice from the Public Facilitation Trust to your liquidator, discounted by 10% (ten percent). The reason for the discount is to encourage your liquidator to find a suitable buyer, because Sasol will, if it wishes to maintain the same level of Black ownership, have to fund the Public Facilitation Trust to enable it to exercise its right to buy your Sasol BEE Ordinary Shares;
  - 9.4.3 the purchase price, less an amount equal to the amount of dividends paid to you during the period in which your liquidator was in breach of clause 9.3.4, shall be payable against delivery of the transfer form for your Sasol BEE Ordinary Shares. If the Public Facilitation Trust has not received the requisite transfer form within 7 (seven) days from the date when the Public Facilitation Trust gives your liquidator notice, then you agree that the Public Facilitation Trust is irrevocably and in rem suam authorised and appointed as your attorney and agent to sign the necessary transfer forms;
  - 9.4.4 the Sasol BEE Ordinary Shares and claims shall be purchased voetstoots and without any warranties or representations of any nature whatsoever, save that:--
    - 9.4.4.1 you are the beneficial as well as registered owner thereof; and
    - 9.4.4.2 no person has any right of any nature whatsoever to acquire the Sasol BEE Ordinary Shares in question;
  - 9.4.5 the stamp duty or securities transfer tax payable in respect of the registration of transfer of the Sasol BEE Ordinary Shares Sold in terms hereof shall be borne by the Public Facilitation Trust.

## 10. RIGHTS FOR THE BENEFIT OF THE PUBLIC FACILITATION TRUST

The provisions of the Agreement constitute a benefit for the Public Facilitation Trust, which it will be entitled to accept at any time by giving written notice to Sasol including an address for the purposes of clause 12.

# 11. FINANCIAL STATEMENTS

- 11.1 You will only be entitled to receive abridged annual financial statements in respect of Sasol, which will be made available on SENS and on Sasol's website,
- 11.2 The full annual financial statements will not automatically be distributed to you, unless you notify Sasol in writing, marked for the attention of the company secretary, that you wish to receive a hard copy of the full annual financial statements. The full annual financial statements will be accessible on Sasol's website and an announcement will be made on SENS when they are available.

# 12. ADDRESS FOR SERVICE

12.1 The parties choose as their address for service for all purposes under the Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature, the following addresses:

# 12.1.1 SASOL:

Physical:

1 Sturdee Avenue

Rosebank

Postal:

PO Box 5486

Johannesburg

2000

Telefax:

011 788 5091

Attention: Company Secretary

#### 12.1.2 YOU:

If you are a Black Person, the residential address set out in  ${\it PartA}$  of your Cash Invitation Application Form;

If you are a Black Group, the business address set out in Part B of your Cash Invitation Application Form.

- 12.2 Any notice or communication required or permitted to be given in terms of the Agreement shall be valid and effective only if in writing.
- 12.3 Either party may by notice to the other party change the physical address chosen as its address for service to another physical address where postal delivery occurs in the Republic of South Africa or its postal address or its telefax number provided that the change shall become effective on the 7th (seventh) business day from the deemed receipt of the notice by the other party.
- 12.4 Any notice to a party:-
  - 12.4.1 sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to its chosen address for service shall be deemed to have been received on the 7th (seventh) Business Day after posting (unless the contrary is proved);

- 12.4.2 delivered by hand to a responsible person during ordinary business hours at its chosen address for service shall be deemed to have been received on the day of delivery; or
- 12.4.3 sent by telefax to its chosen telefax number shall be deemed to have been received on the date of despatch (unless the contrary is proved).
- 12.5 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 address for service.

#### 13. AMENDMENT

You agree that the Agreement can be amended either by:-

- 13.1 you, Sasol and if it has accepted the benefits, the Public Facilitation Trust, signing a written agreement to that effect; or
- 13.2 Sasol and if it has accepted the benefits, the Public Facilitation Trust, signing a document incorporating any amendment approved by a resolution passed at a separate class meeting of the Sasol BEE Shareholders in respect of which of those Sasol BEE Shareholders present at the meeting and holding at least 65% (sixty five percent) of the Sasol BEE Ordinary Shares at that meeting, voted, in favour of such resolution and which resolution expressly provides for the amendment of all agreements (including the Agreement) which bind the Sasol BEE Shareholders in a similar manner to the Agreement. A copy of this amending document will be furnished to you.

ANNEXURE 17(1)

# FORMULA FOR DETERMINING VALUE OF SASOL BEE ORDINARY SHARES

MV = SP

MV = Market value of 1 Sasol BEE Ordinary Share, does not take into account any liquidity discount resulting from the restrictions on tradability, which may be applied when trading in the SP = 5 day VWAP of a Sasol Ordinary Share

in the event of any corporate action, the formula will be adjusted appropriately, if required.