

## **Sale of Assets Agreement**

between

**Kareevlei Mining Proprietary Limited**

and

**Numovista Proprietary Limited**

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### 1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context indicates otherwise, the words and expressions below shall have the following meanings (and cognate expressions shall bear corresponding meanings):

- |        |                                 |                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1.1  | <b>Agreement</b>                | this Sale of Assets Agreement and the schedules to it;                                                                                                                                                                                                                                                                                                                                                        |
| 1.1.2  | <b>Business Day</b>             | has the meaning given to that term in section 1 of the Companies Act;                                                                                                                                                                                                                                                                                                                                         |
| 1.1.3  | <b>Companies Act</b>            | the Companies Act, 2008;                                                                                                                                                                                                                                                                                                                                                                                      |
| 1.1.4  | <b>Completion Date</b>          | the date on which all of the Suspensive Conditions have been fulfilled and/or waived;                                                                                                                                                                                                                                                                                                                         |
| 1.1.5  | <b>Completion Deadline Date</b> | 28 February 2020, or such other date as the Parties may agree in writing;                                                                                                                                                                                                                                                                                                                                     |
| 1.1.6  | <b>Confidential Information</b> | has the meaning given to that term in clause 13.1;                                                                                                                                                                                                                                                                                                                                                            |
| 1.1.7  | <b>Effective Date</b>           | the Business Day immediately succeeding the Completion Date, or such other date as the Parties may agree in writing;                                                                                                                                                                                                                                                                                          |
| 1.1.8  | <b>Encumbrance</b>              | any interest (including any right to acquire, any option or any right of pre-emption), pledge, charge, lien, subordination, mortgage, assignment, hypothecation, title, rights of retention or other security agreement or arrangement or any other encumbrance of whatsoever nature (and " <b>Encumber</b> " shall have the corresponding meaning);                                                          |
| 1.1.9  | Finalised                       | for the purposes of clause 8.2, a claim shall be regarded as finalised if:<br><ul style="list-style-type: none"><li>(a) the claim is withdrawn;</li><li>(b) the Seller and the Purchaser so agree in writing; or</li><li>(c) an arbitral tribunal has made an award in respect of the claim and, where relevant, the period for lodging an appeal has expired without an appeal having been lodged;</li></ul> |
| 1.1.10 | <b>Parties</b>                  | the signatories to this Agreement and their permitted assignees and successors-in-title, or any one of them as the context may require;                                                                                                                                                                                                                                                                       |
| 1.1.11 | <b>Purchaser</b>                | Kareevlei Mining Proprietary Limited, a private limited liability company incorporated in accordance with the company laws of the RSA with registration number 2013/077678/07;                                                                                                                                                                                                                                |



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- 1.1.12 **Purchase Price** an aggregate amount of R12,284,171.31, excluding VAT;
- 1.1.13 **RSA** the Republic of South Africa;
- 1.1.14 **Sale Assets** the assets that are subject to this Agreement to be sold by the Seller to the Purchaser, as set out in more detail in **Schedule 1**, which list may be amended, updated and/or supplemented pursuant to clause 3.1.4;
- 1.1.15 **Seller** Numovista Proprietary Limited, a private limited liability company incorporated in accordance with the company laws of the RSA with registration number 2017/041861/07;
- 1.1.16 **Seller's Bank Account** the bank account of the Seller, the details of which are:  
**Account Name:** Numovista (Pty) Ltd  
**Account Number:** 62742520639  
**Reference:** Sale Agreement  
**Branch Number:** 250655  
**Bank:** FNB  
or such other bank account of which the Seller may notify the Purchaser in writing not less than 5 Business Days before the due date of any payment;
- 1.1.17 **Site** the Seller's operational site from which it conducts its mining business, located at farm Sterkfontein 155 IP, situated in the district of Lichtenburg, Northwest Province of the RSA;
- 1.1.18 **Signature Date** the date upon which each of the Parties to this Agreement has signed this Agreement or, in the event of them having signed this Agreement on different dates, the date of the last signature hereof;
- 1.1.19 **Surviving Provisions** has the meaning given to that term in clause 3.1;
- 1.1.20 **Suspensive Conditions** the suspensive conditions referred to in clause 3.1; and
- 1.1.21 **VAT** value added tax which is levied in respect of goods and services in terms of the Value Added Tax Act, 1991.
- 1.2 Where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in this definitions clause.
- 1.3 This Agreement shall be interpreted in accordance with the following principles:



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- 1.3.1 a reference to a **"person"** includes a reference to an individual, partnership, company, close corporation, other body corporate, a trust, an unincorporated association or a joint venture and that person's legal representatives, successors and permitted assigns;
- 1.3.2 the words **"hereof"**, **"herein"**, **"hereto"** and **"hereunder"** and other words of similar import refer to this Agreement as a whole and not to any particular part, clause, subsection or other sub-division or schedule unless the context or subject matter so requires;
- 1.3.3 a reference to a clause or schedule, unless the context indicates otherwise, are references to the designated clause or schedule of this Agreement;
- 1.3.4 words importing the masculine shall include a reference to the feminine and *vice versa*;
- 1.3.5 words importing the singular shall include a reference to the plural and *vice versa*;
- 1.3.6 any reference in this Agreement to legislation or a statute shall be a reference to such legislation or statute as at the Signature Date and as amended, varied, re-enacted or replaced from time to time ;
- 1.3.7 any reference in this Agreement to **"this Agreement"** or any other agreement, document or instrument shall be construed as a reference to this Agreement or that other agreement, document or instrument as amended, varied, restated, novated or substituted from time to time;
- 1.3.8 the headings appearing in this Agreement are for reference purposes only and shall not affect the interpretation hereof;
- 1.3.9 if any provision is a definition and is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definitions clause (or such other clause), effect shall be given to it as if it were a substantive provision in the body of this Agreement;
- 1.3.10 in the event that the day for performance of any obligation to be performed in terms of this Agreement should fall on a day which is not a Business Day, the relevant day for performance shall be the immediately succeeding Business Day;
- 1.3.11 the use of any expression covering a process available under RSA law (such as but not limited to a winding-up) shall, if any of the Parties is subject to the law of any other jurisdiction, be interpreted in relation to that Party as including any equivalent or analogous proceeding under the law of such other jurisdiction;
- 1.3.12 where any number of days is prescribed in this Agreement, that number shall be determined exclusively of the first day and inclusively of the last day, unless the last day falls on a day which is not a Business Day, in which case the last day shall be the immediately succeeding Business Day;
- 1.3.13 the terms **"holding company"**, **"subsidiary"** and **"wholly owned subsidiary"** bear the same meaning given to those terms in the Companies Act;



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- 1.3.14 where any term (whether capitalised or not) is not expressly defined in this Agreement but is defined in the Companies Act, the definition in the Companies Act shall prevail;
- 1.3.15 all monetary amounts are stated exclusive of VAT and in RSA Rand (or **R**), unless provided otherwise, and VAT is payable at the same time and in the same manner as is any other amount payable under this Agreement, where that amount is subject to VAT;
- 1.3.16 the use of the word "**including**" followed by specific examples shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific examples;
- 1.3.17 the words "**other**" and "**otherwise**" shall not be construed *eiusdem generis* with any preceding words if a wider construction is possible;
- 1.3.18 the expiration or termination of this Agreement shall not affect such of the provisions of this 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;
- 1.3.19 unless expressly otherwise stated, no provision of this Agreement shall constitute a stipulation for the benefit of any person (*stipulatio alteri*) who is not a Party to this Agreement;
- 1.3.20 the terms of this Agreement having been negotiated, they shall not be interpreted against the Party who procured its preparation and drafting, it being specifically agreed that the *contra proferentem* rule shall not apply;
- 1.3.21 if there is any conflict between any definitions in this Agreement then, for purposes of interpreting any clause of the Agreement or paragraph of any of its schedules, the definition appearing in that clause or paragraph shall prevail over any other conflicting definition appearing elsewhere in the Agreement;
- 1.3.22 references to times of the day are to that time in Johannesburg and references to a day are to a period of 24 hours running from midnight to midnight;
- 1.3.23 any reference to "**writing**" or "**written**" includes any method of reproducing words or text in a legible and non-transitory form but, for the avoidance of doubt, shall include email; and
- 1.3.24 references to "**indemnify**" and to "**indemnifying**" any person against any Losses by reference to any matter, event or circumstance includes indemnifying and keeping that person indemnified against all Losses from time to time made, suffered or incurred as a direct or indirect consequence of or which would not have arisen but for that matter, event or circumstance; where "**Losses**" includes, in respect of any matter, event or circumstance, all demands, claims, actions, proceedings, damages, payments, fines, penalties, losses, costs (including legal costs reasonably and properly incurred),



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expenses (including taxation), disbursements or other liabilities in any case of any nature whatsoever.

### 2. BACKGROUND

- 2.1 The Seller is the owner of certain second-hand mining equipment, being the Sale Assets.
- 2.2 The Purchaser has agreed with the Seller that it shall purchase the Sale Assets from the Seller at the Purchase Price.
- 2.3 The Parties are accordingly entering into this Agreement to regulate the sale of the Sale Assets by the Seller to the Purchaser and matters ancillary thereto.

### 3. SUSPENSIVE CONDITIONS

- 3.1 This Agreement (other than the rights and obligations of the Parties contained in this clause 3, clauses 1, 2, 5.1.1 and clauses 10 to 19 (inclusive) ("**Surviving Provisions**") which shall commence with effect from the Signature Date) is subject to and conditional upon the fulfilment or waiver of each of the following Suspensive Conditions on or before the Completion Deadline Date:
  - 3.1.1 the Seller delivers to the Purchaser a certified copy of a board resolution (or a certified extract thereof) of the Seller's board of directors authorising and approving the execution of this Agreement and its implementation in accordance with its terms;
  - 3.1.2 the Seller delivers to the Purchaser a certified copy of a shareholders' resolution (or a certified extract thereof) of the Seller's shareholders authorising and approving the execution of this Agreement and its implementation in accordance with its terms in accordance with its constitutional documents and section 112 of the Companies Act (if and to the extent that the disposal by the Seller of the Sale Assets contemplated the disposal of the whole or greater part of its assets and undertaking);
  - 3.1.3 the Purchaser delivers to the Seller a certified copy of a board resolution (or a certified extract thereof) of the Purchaser's board of directors authorising and approving the execution of this Agreement and its implementation in accordance with its terms; and
  - 3.1.4 the Seller and the Purchaser agreeing in writing on a more detailed list of Sale Assets, which shall list all asset and/or registration numbers of the Sale Assets to the extent that this information may be available to the Parties, together with any increase or decrease in the Purchase Price should an asset be added or removed from such detailed list.
- 3.2 The Suspensive Conditions are stipulated for the benefit of all of the Parties and may be waived in whole or in part by them in their sole and absolute discretion on their having reached agreement in writing to do so prior to the Completion Deadline Date.
- 3.3 Each Party shall use its reasonable endeavours, to the extent that it is within its power to do so, to procure the fulfilment of the Suspensive Conditions on or before the Completion Deadline Date.
- 3.4 Save as expressly provided otherwise elsewhere in this Agreement, each Party shall bear its own costs of, and incidental to, procuring the fulfilment of all of the Suspensive Conditions.

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- 3.5 If any of the Suspensive Conditions remains unfulfilled by the Completion Deadline Date, or has not been waived in terms of clause 3.2, then:
- 3.5.1 the Seller shall, on first written demand from the Purchaser, transfer all amounts received from the Purchaser pursuant to clause 5.1.1 to the Purchaser by way of electronic funds transfer in cash into a bank account nominated by the Purchaser for that purpose; and
- 3.5.2 this Agreement shall not come into force or effect and the Parties shall be restored as nearly as possible to the positions in which they would have been had this Agreement not been entered into and, in such event, no Party shall have any claim against any other Party by virtue of the provisions of this Agreement, except for such claims as may arise out of the breach of the Surviving Provisions, which shall remain enforceable between the Parties.
4. **SALE OF THE SALE ASSETS**
- 4.1 The Seller sells to the Purchaser, and the Purchaser purchases from the Seller, as a single indivisible transaction, the Sale Assets with effect from the Effective Date on the terms and conditions set out in this Agreement.
- 4.2 Ownership in and all risk and benefit attaching to the Sale Assets shall pass from the Seller to the Purchaser on the Effective Date against payment of the second instalment of the Purchase Price contemplated in clause 5.1.2.
5. **PURCHASE PRICE AND PAYMENT TERMS**
- 5.1 The Purchase Price in respect of the Sale Assets shall be paid by the Purchaser to the Seller in the following manner:
- 5.1.1 R150,000 on or before the Signature Date;
- 5.1.2 R337,060.31 on or before the Effective Date; and
- 5.1.3 35 equal monthly installments of R337,060 each, payable on or before the first day of each calendar month following the month in which the Effective Date occurred.
- 5.2 Without prejudice to the Purchaser's rights and remedies under this Agreement or at law, the Purchaser shall be entitled to deduct from the payment due in terms of clause 5.1.3 any amount for which the Seller might be liable to the Purchaser arising from a claim under this Agreement, provided that, if on the due date for payment under clause 5.1.3, a claim has been made by the Purchaser against the Seller under this Agreement, a sum equal to the amount of the claim (or all such claims, if more than one) shall be retained by the Purchaser and any sum so retained (or the balance thereof after deduction of any Finalised claim, if any) shall be paid to the Seller within 10 Business Days after that claim has been Finalised.
- 5.3 Each payment by the Purchaser in this clause 5 shall be made by the Purchaser into the Sellers' Bank Account.
- 5.4 No interest shall accrue on the balance of the Purchase Price paid by the Purchaser in accordance with clause 5.1.2 and clause 5.1.3.

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5.5 The VAT shall be paid by the Purchaser together with the payment of each tranche of the Purchase Price in accordance with clause 5.1 and the Seller shall, upon written request therefor from the Purchaser, supply the Purchaser with a tax invoice complying with the provisions of the VAT Act with respect to the Purchase Price.

### 6. PAYMENTS

6.1 Except where this Agreement provides to the contrary, any payments made under and in terms of this Agreement shall be made in cash, unconditionally and in full, without deduction, set-off or counterclaim and free and clear of any deductions or withholdings of any nature by electronic funds transfer in freely transferable readily available funds, free of the cost of transfer of funds.

6.2 Except where expressly otherwise provided in this Agreement, in the event that a Party fails to make full or timeous payment of any amount due and payable under this Agreement as and when due, the Party entitled to such payment, without prejudice and in addition to any other rights and remedies available to it under this Agreement or at law, shall be entitled to charge and receive, and the Party in default shall pay, interest on the unpaid amount, calculated from the due date until the date on which the unpaid amount is actually paid in full at the Prime Rate.

### 7. DELIVERY OF THE SALE ASSETS

7.1 The Purchaser shall collect the Sale Assets at the Site on the Effective Date and against payment of the second instalment of the Purchase Price, as contemplated in clause 5.1.2.

7.2 The Purchaser shall arrange for the transport of the Sale Assets from the Site at its own cost, provided that Seller shall provide the Purchaser with such access to the Site as it may require in order to arrange for the collection of the Sale Assets.

### 8. SUPPORT

8.1 The Parties undertake at all times to do all such things, perform all such actions and take all such steps and to procure the doing of all such things, the performance of all such actions and taking of all such steps as may be open to them and necessary for or incidental to putting into effect and maintaining the provisions of this Agreement.

8.2 Where this Agreement provides that any particular transaction or matter requires the consent, approval or agreement of any Party, such consent, approval or agreement may not be unreasonably withheld or delayed and may be given subject to such terms and conditions as that Party may reasonably impose and any breach of such terms and conditions by any person subject to them shall be deemed to be a breach of the terms of this Agreement.

8.3 Notwithstanding anything in this Agreement, nothing in this Agreement shall be construed so as to constitute any of the Parties as the partner, agent or representative of any other Party or to create any trust for any purpose whatsoever.



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### 9. BREACH

9.1 Should any Party commit a breach of any of the provisions of this Agreement and fail to remedy that breach within 7 Business Days after receipt from any other Party of written notice calling upon it so to do, then the Party aggrieved by that breach will be entitled, in addition to and without prejudice to any right it may have as a result of that breach, either to:

9.1.1 enforce specific performance of the terms hereof; or

9.1.2 cancel this Agreement and recover such damages as it may have sustained.

9.2 The Parties' remedies in this clause 9 shall not be exhaustive and shall be in addition and without prejudice to any others they may have under or in consequence of this Agreement.

### 10. GENERAL WARRANTIES

10.1 The Seller makes the representations and gives the warranties set out in **Schedule 2** in favour of the Purchaser. Other than the warranties set out in **Schedule 2**, the Seller gives no other representations and provides no other warranties to the Purchaser in relation to the Sale Assets, which the Parties acknowledge and agree is second-hand mining plant and equipment, and which is otherwise sold *voetstoots* to the Purchaser.

10.2 Each of the Parties hereby warrants to and in favour of the others that:

10.2.1 it has the legal capacity and has taken all necessary corporate action required to empower and authorise it to enter into this Agreement;

10.2.2 this Agreement constitutes an agreement valid and binding on it and enforceable against it in accordance with its terms;

10.2.3 the execution of this Agreement and the performance of its obligations hereunder does not and shall not:

10.2.3.1 contravene any law or regulation to which that Party is subject;

10.2.3.2 contravene any provision of that Party's constitutional documents; or

10.2.3.3 conflict with, or constitute a breach of any of the provisions of any other agreement, obligation, restriction or undertaking which is binding on it.

10.3 Each of the representations and warranties given by the Parties in terms of clause 10.1 shall:

10.3.1 be given as at the Signature Date and the Completion Date;

10.3.2 be a separate warranty and will in no way be limited or restricted by inference from the terms of any other warranty or by any other words in this Agreement;

10.3.3 continue and remain in force notwithstanding the completion of any or all the transactions contemplated in this Agreement; and

10.3.4 *prima facie* be deemed to be material and to be a material representation inducing the other Parties to enter into this Agreement.

10.4 Without prejudice to the rights and remedies available to the Parties at law, the Party providing the warranty hereby indemnifies the other Parties and hold them harmless against all claims,

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liabilities, damages and losses which may appear and which flows from or is caused by a breach and/or non-fulfilment of any of the warranties given by that Party in clause 10.1.

10.5 Save for the warranties expressly set out in this clause 10, the Parties make no other representations and give no other warranties.

### 11. LIMITATION ON WARRANTY CLAIMS

11.1 Any claim made by the Purchaser against the Seller pursuant to clause 10, shall be subject to the following limitation:

11.1.1 the Purchaser must give written notice to the Seller of any such claim no later than 3 months after the Effective Date;

11.1.2 each claim must be in excess of R500,000; and

11.1.3 the Seller's aggregate liability to the Purchaser in relation to any and all claims as a result of a breach (or breaches) of clause 10 shall be limited to an amount equal to the Purchase price.

11.2 Notwithstanding anything to the contrary contained elsewhere in this Agreement, no Party shall be liable to the other Party for any consequential, special, incidental or indirect damages.

### 12. DISPUTE RESOLUTION

12.1 Except where this Agreement expressly provides for an alternative dispute resolution mechanism, should a dispute occur between the Parties in regard to any matter arising out of this Agreement or its interpretation or their respective rights and obligations under this Agreement or its cancellation or any matter arising out of its cancellation, the Parties agree that:

12.1.1 if the dispute relates to any matter in respect of which a specific dispute resolution procedure is set out in this Agreement, the procedure set out in the relevant clause of this agreement shall be followed; or

12.1.2 if the dispute relates to any other matter, it shall be referred to the managing director (or, if no such position exists, its equivalent designation) of each of the Parties concerned, or in the case of a natural person, such person, for resolution who shall endeavour to resolve that dispute in good faith and with due willingness and intention to determine a solution.

12.2 If the managing directors (or persons of the equivalent designation) are unable to resolve the dispute in accordance with clause 12.1.2 within 21 days of having declared a dispute, the matter shall be referred to and decided by arbitration in accordance with clause 12.3.

12.3 Arbitration between the Parties shall be subject to the following terms and conditions:

12.3.1 there shall be 1 arbitrator who shall be, if the question in issue is:

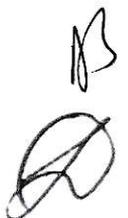
12.3.1.1 primarily an accounting matter, an independent chartered accountant of not less than 15 years' standing;

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- 12.3.1.2 primarily a legal matter, a practising attorney or advocate of not less than 15 years' standing;
- 12.3.1.3 primarily a technical matter, a suitably qualified person; and
- 12.3.1.4 any other matter, a suitably qualified person;
- 12.3.2 the appointment of the arbitrator shall be agreed upon between the Parties, but failing agreement between them within a period of 10 Business Days after the arbitration has been demanded, any of the Parties shall be entitled to request the chairperson for the time being of the Arbitration Foundation of Southern Africa to make the appointment and, in making his appointment, to have regard to the nature of the dispute;
- 12.3.3 subject to the other provisions of this clause 12, each arbitration shall be submitted to and determined by arbitration in accordance with the Commercial Arbitration Rules of the Arbitration Foundation of Southern Africa (as amended) provided that a Party which has been given notice of breach in terms of this Agreement and has not disputed such breach within the time period provided for remedying of such breach (if any) shall not thereafter be entitled to raise or refer such dispute to arbitration in terms of this clause 12, and the costs of any such arbitration shall be determined by the arbitrator as part of his or her finding;
- 12.3.4 the decision of the arbitrator shall be final and binding on the Parties, and may be made an order of any Court of competent jurisdiction. Each of the Parties hereby submits itself to the jurisdiction of the South Gauteng High Court should either other Party wish to make the arbitrator's decision an order of that court.
- 12.4 This clause 12:
- 12.4.1 is severable from the rest of this Agreement and shall, notwithstanding the termination, cancellation, invalidity or alleged invalidity of this Agreement or any part of it for any reason, remain in full force and effect; and
- 12.4.2 constitutes an irrevocable consent by the Parties to any proceedings in terms hereof and no Party shall be entitled to withdraw therefrom or to claim in any such proceedings that it is not bound by this clause 12.
- 12.5 The Parties agree that the written demand by a Party to the dispute in terms of this clause 12 that the dispute be submitted to arbitration, is to be deemed to be a legal process for the purpose of interrupting extinctive prescription in terms of the Prescription Act, 1969.
- 12.6 The provisions of this clause 12 will not preclude any Party from access to a competent division of the High Court of South Africa for urgent and/or interim relief pending the outcome of an arbitration in terms hereof or in respect of arbitration proceedings in terms hereof.
13. **CONFIDENTIALITY**
- 13.1 Without the prior written consent of the other Parties, each Party will, and will procure that their direct and indirect subsidiaries, keep confidential and will not disclose to any person:



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- 13.1.1 the details of this Agreement, as well as the details of all the transactions or agreements contemplated in this Agreement; and
- 13.1.2 all information relating to the business, the operations, affairs, assets and liabilities of any Party,  
(together "**Confidential Information**").
- 13.2 The Parties each respectively agree (in respect of itself and on behalf of its direct and indirect subsidiaries) to keep all Confidential Information confidential and to disclose it only to their holding companies and to their respective officers, directors, employees, consultants and professional advisors who:
- 13.2.1 have a need to know (and then only to the extent that each such person has a need to know);
- 13.2.2 are aware that the Confidential Information should be kept confidential;
- 13.2.3 are aware of the disclosing Party's undertaking in relation to such information in terms of this Agreement; and
- 13.2.4 have been directed by the disclosing Party to keep the Confidential Information confidential and have undertaken to keep the Confidential Information confidential.
- 13.3 The obligations of the Parties in relation to the maintenance and non-disclosure of Confidential Information in terms of this Agreement do not extend to information that:
- 13.3.1 is disclosed to the receiving Party in terms of this Agreement but at the time of such disclosure such information is known to be in the lawful possession or control of that Party and not subject to an obligation of confidentiality;
- 13.3.2 is or becomes public knowledge, otherwise than pursuant to a breach of this Agreement by the Party who received such Confidential Information; and
- 13.3.3 is required by the provisions of this Agreement, any law, statute or regulation, or during any court or arbitration proceedings, or by the rules or regulations of any recognised stock exchange to be disclosed and the Party required to make the disclosure has limited, as far as reasonably possible, the extent of such disclosure and has consulted with the other Parties prior to making such disclosure;
- 13.3.4 is made by a Party in accordance with that Party's pursuit of any legal remedy; or
- 13.3.5 is a disclosure by a Party to its shareholders or members pursuant to any reporting obligations that Party may have to its shareholders or members, provided that each such shareholder or member is notified of the confidential nature of such information and is bound by a general duty of confidentiality in respect thereof materially similar to that set out herein; and
- 13.3.6 is disclosed by a Party to any of the Party's direct or indirect shareholders or stakeholders, or financiers (or any person that expresses interest in becoming such shareholder, stakeholder or financier) provided that such person has duly undertaken



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in writing to keep the Confidential Information confidential on terms not less strict than those contained in this Agreement.

- 13.4 The obligation contained in this clause 13 shall endure, even after the termination of this Agreement, without limit in point of time except and until such Confidential Information falls within any of the provisions of clause 13.3.1 to 13.3.5.
- 13.5 No right, title, intellectual property rights or ownership interest shall be acquired by any Party in or to any Confidential Information of another Party unless specifically agreed to the contrary herein or otherwise in writing by the Party disclosing that information.
- 13.6 Should a Party be requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigation demand or similar legal process) to disclose any Confidential Information to any third party, the Party concerned shall immediately notify the other Parties thereof in order that the other Parties may in their discretion and at their cost raise any applicable objections, seek an appropriate protective order or waive compliance with the provisions of this Agreement, or consent thereto.

### 14. PUBLICITY

Should any Party wish to make an announcement of the transactions contemplated in this Agreement, that Party will prepare an announcement in consultation with the other Parties, provided that, prior to any publication, the final form of the announcement will be put to the other Parties for their consent, which they shall not unreasonably delay or withhold and provided further that the Parties obligations under this clause 14 shall be subject to any Party's obligations under the rules or regulations of any recognised stock exchange on which its shares (or derivatives thereof) may be traded.

### 15. NOTICES

- 15.1 Each of the Parties chooses the address set out alongside its name below as their *domicilium citandi et executandi* at which all notices, legal processes and other communications must be delivered for the purposes of this Agreement:

Party	Physical Address	Email Address	For Attention
Purchaser	Wesselton Village, Off Boshoff Road, Kimberley, Northern Cape, 8300	gus@kareevlei.com	Mr. Gus Simbanegavi
Seller	1 Flamboyant Close, Glen Anil, Glen Anil, Kwa-Zulu Natal, 4051	gareth@greenroomcapital.org	Mr. Gareth Burton-Durham

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- 15.2 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing, but it shall be competent to give notice by email.
- 15.3 Any notice to a Party contained in a correctly addressed envelope and delivered by hand to a responsible person during ordinary business hours at its chosen address, shall be deemed to have been received, unless the contrary is proved, on the day of delivery.
- 15.4 Any notice by email to a Party at its email address shall be deemed to have been received, unless the contrary is proved, within 4 hours of transmission where it is transmitted during normal business hours or within 24 hours of the opening of business on the first Business Day after it is transmitted where it is transmitted outside those business hours.
- 15.5 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 that Party notwithstanding that it was not sent to or delivered at that Party's chosen address in clause 15.1.
- 15.6 The Parties record that whilst they may correspond via email during the currency of this Agreement for operational reasons, no formal notice required in terms of this Agreement, nor any amendment of or variation to this Agreement may be given or concluded via email.
- 15.7 Each of the Parties shall be entitled at any time to change its address to any other address by giving written notice to that effect to the other Party.
16. **GOVERNING LAW AND JURISDICTION**
- 16.1 This Agreement shall in all respects be governed by and construed in accordance with the law of the RSA, and all disputes, actions and other matters in connection therewith shall be determined in accordance with such law.
- 16.2 Each of the Parties hereby consents and submits to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Local Division, Johannesburg for the purposes of all or any legal proceedings arising from or concerning this Agreement.
- 16.3 Nothing in this Agreement shall prevent any Party from seeking relief on an urgent or interlocutory basis from any High Court of South Africa with jurisdiction.
17. **GENERAL**
- 17.1 This Agreement constitutes the entire agreement between the Parties as far as the subject matter contained in this Agreement is concerned and no Party shall have any claim or right of action arising from any undertaking, representation or warranty not included in this Agreement.
- 17.2 Each of the provisions of this Agreement shall be considered as separate terms and conditions and in the event that this Agreement is affected by any legislation or any amendment thereto, or if the provisions herein contained are by virtue of that legislation or otherwise, held to be illegal, invalid, prohibited or unenforceable, then any such provisions shall be ineffective only to the extent of the illegality, invalidity, prohibition or unenforceability and each of the remaining provisions hereof shall remain in full force and effect as if the illegal, invalid, prohibited or unenforceable provision was not a part hereof.



## Sale of Assets Agreement

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- 17.3 All costs, charges and expenses of any nature whatever which may be incurred by a Party in enforcing its rights in terms of this Agreement, including without limiting the generality of the foregoing, legal costs on the scale of attorney and own client and collection commission, irrespective of whether any action has been instituted, shall be recoverable on demand from the Party against which such rights are successfully enforced and shall be payable on demand.
- 17.4 No agreement varying, adding to, deleting from or canceling this Agreement shall be effective unless reduced to writing and signed by or on behalf of the Parties.
- 17.5 None of the Parties shall be entitled to assign, cede, delegate or transfer any rights, obligations, share or interest acquired in terms of this Agreement, in whole or in part, to any other Party or person without the prior written consent of all the other Parties, which consent shall not unreasonably be withheld or delayed.
- 17.6 No extension of time, relaxation or indulgence granted by any Party to another shall be deemed to be a waiver or tacit amendment of that Party's rights in terms hereof, nor shall any such relaxation or indulgence be deemed to be a novation or waiver of the terms and conditions of this Agreement.

### 18. COUNTERPARTS

- 18.1 This Agreement may be signed in any number of counterparts and all such counterparts taken together shall constitute one and the same Agreement.
- 18.2 Delivery of a signature page of this Agreement by electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

### 19. COSTS

Each Party shall bear its own costs associated with the negotiation, preparation and drafting of this Agreement.

SIGNED at

on

2020

For and on behalf of

**Kareevlei Mining Proprietary Limited**



Name:

GUS SIMBANEGAVI

Capacity:

DIRECTOR

who warrants his/her authority to do so.



**Sale of Assets Agreement**

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**SIGNED** at 1 Flamboyant Close, Glen Anil on 18th day of February

**2020**

For and on behalf of

**Numovista Proprietary Limited**



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Name: Gareth Burton-Durham

Capacity: General Manager

who warrants his/her authority to do so.



## Sale of Assets Agreement

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### SCHEDULE 2: WARRANTIES

References in this Schedule to "*the Agreement*" shall mean the agreement to which this document constitutes **Schedule 2**. All terms defined in the Agreement, shall when used in this Schedule bear the same meanings, save where the context clearly indicates a contrary intention.

Any reference to the Seller, or any warranty given by the Seller shall be limited solely to the Sale Assets unless otherwise stated to the contrary.

#### 1. ORGANISATION AND AUTHORITY

- 1.1 The Seller is a private company with limited liability duly incorporated in, and validly existing under the applicable laws of, the RSA.
- 1.2 The obligations expressed to be assumed by the Seller, and the rights afforded to it under the Agreement, are legal, valid, binding and enforceable by, and against, it.
- 1.3 The Seller has the legal capacity and power to enter into and perform the Agreement.
- 1.4 The Seller has not taken and no steps have been taken and no steps are pending or threatened by any other Person in respect of the Seller for its curatorship, receivership, administration, deregistration, bankruptcy, winding-up (whether provisional or final) or placement under business rescue and the Seller is able to pay its debts in the ordinary course of business and is not insolvent and has not committed any act which could be regarded as an act of an insolvent company.
- 1.5 The entry into the Agreement by the Seller and the performance by it of its obligations under the Agreement does not, and will not, directly or indirectly:
  - 1.5.1 result in any present or future indebtedness of the Seller becoming due or capable of being declared due and payable prior to its stated maturity;
  - 1.5.2 contravene, conflict with, or result in a violation of, any applicable laws; or
  - 1.5.3 contravene, conflict with, or result in a breach or default of, the terms of, or give any Person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate or modify, any agreement, indenture, mortgage or other instrument of any kind to which it is a party.
- 1.6 The Seller has not stopped or suspended payment of a material portion of its debts, or otherwise become unable to pay its debts or otherwise become insolvent in any relevant jurisdiction.
- 1.7 The Seller has not at any relevant time been party to a transaction (including a disposition without value or a preference) pursuant to or as a result of which a Sale Asset owned, purportedly owned or otherwise held by the Seller is liable to be transferred or re-transferred to another person or which gives or may give rise to a right of compensation or other payment in favour of another person under the law of any relevant jurisdiction or country.

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## Sale of Assets Agreement

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### 2. WARRANTIES RELATING TO THE SALE ASSETS

2.1 The Seller warrants to the Purchaser that:

2.1.1 it is the lawful owner of, and has good title to, the Sale Assets sold by the Seller to the Purchaser in terms of the Agreement;

2.1.2 the Seller has the full legal right to sell and deliver the Sale Assets to the Purchaser;

2.1.3 there is no reason why the Seller will not be able to lawfully transfer and deliver to the Purchaser on the Effective Date the Sale Assets sold by it to the Purchaser in terms of the Agreement;

2.1.4 on the Effective Date, the Seller will transfer full, free and un-Encumbered ownership of the Sale Assets to the Purchaser; and

2.1.5 no person has or will have any right (including any option or right of first refusal) to acquire or claim delivery, ownership or transfer or the use, occupation, possession or enjoyment of, any of the Sale Assets, other than in the ordinary course of business.

2.2 The Sale Assets:

2.2.1 are in the possession and control of the Seller; and

2.2.2 are not subject to or liable to become subject to any Encumbrance or any credit agreement, suspensive sale agreement or lease agreement.

2.3 No person has any right (whether pursuant to any option, right of first refusal or otherwise) to purchase or acquire (whether as security or otherwise) any of the Sale Assets.

### 3. LEGAL PROCEEDINGS

3.1 There is no unsatisfied judgment outstanding against the Seller in respect of the Sale Assets.

3.2 The Seller has not received any correspondence or verbal indication from any party (or that party's representative) threatening to institute any proceedings of any kind against the Seller in respect of the Sale Assets.

3.3 The Seller is not party to, nor is it affected by, any expropriation proceedings or threatened expropriation proceedings in respect of the Sale Assets.

### 4. EMPLOYEES

As at the Effective Date, the Seller has no employees associated with the Sale Assets and, without limiting such warranty, there are no employees or other persons associated with the Seller that will be entitled to rely on section 197 of the Labour Relations Act, 1995 in relation to the sale and transfer of the Sale Assets to the Purchaser.

Handwritten signature or initials in the bottom right corner of the page.

## Schedule 1 - Asset List



Excellence in mineral processing

8 Meteor Road, Uraniaville  
(Matlosana) Klerksdorp 2570  
South Africa

P O Box 914, Klerksdorp, 2570

Tel: +27 18 469 4440/7

Fax: +27 18 469 2424

Website: [www.bondquip.com](http://www.bondquip.com)

e-Mail: [bond@bondquip.com](mailto:bond@bondquip.com)

Ref: 20180822/JMCG/MB

22 August 2018

Attention: Hugh Edmunds

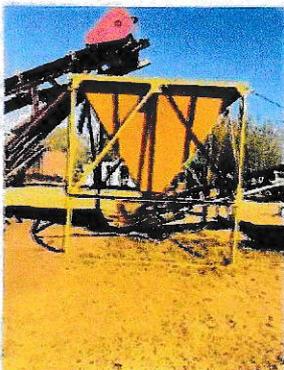
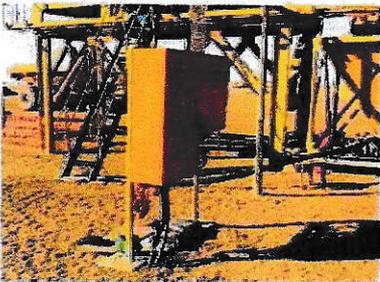
### VALUATION OF PLANT

With reference to the abovementioned.

We have been to your existing plant to view **equipment currently on site. The equipment was summarised per schedule** below:

Hopper Feeder c/w Vibrating Grizzly	1
Primary Conveyor 750mm x 18m	18
Scrubber Drum 6 x 2mt c/w 16 x 8 D/D De-Watering Screen	1
Tailings Conveyor 1200mm x 18m	18
Product Conveyor 600mm x 24m	24
Surge Bin	1
DMS Feed Conveyor 600mm x 24m	24
50tph Modular DMS Unit (-32mm +1mm Gravel Treatment)	1
Tailings Conveyor 600mm x 12m	12
Surgebin	1
Tailings conveyor from Surgebin 400mm x 8m	8
Product Conveyor to Classifying Screen 400mm x 15m	15
Classifying bins with roll sieve	1
Product Conveyor under Classifying Bin 400mm x 15m	15
Product Conveyor to flowsort 400mm x 15m	15
Single flowsort	1
Tailings Conveyor from flowsort 400mm x 20	20
325kPa Genset	1

Please photos attached.



Handwritten signature or initials.