



SALES OF SHARES

1. PARTIES

WEALTH GATE INVESTMENTS 1000 (PTY) LTD
Registration number: 2006/035281/07

CHOSEN domicilium citandi et executandi

**10 MAZABUKA STREET;
WOODHILL;
PRETORIA**

("the seller")

and

CHOSEN domicilium citandi et executandi

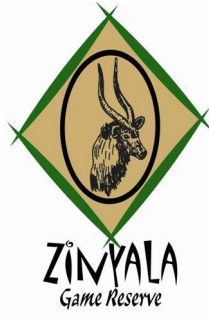
("the purchaser")

2. DEFINITIONS

Unless the context indicates otherwise:

"company"

WEALTH GATE INVESTMENTS 1000 (PTY) LTD
Registration number: 2006/035281/07



The main place of business is

**802 JACQUELINE DRIVE;
GARSFONTEIN**

"claims"

Means any claims which the seller has on shareholder's loan account as at date of signature;



"Documents of title"

- (1) the share certificates(s) in respect of the shares.
- (2) a CM42 share transfer form in respect of the shares signed by the seller in blank; and

any written resolution of the members of the company of the board of directors of the company which is necessary to successfully implement the terms of this agreement;

"signature"

Signature of this agreement by both the seller and the buyer.

3. SUBJECT MATTER

The seller sells to the buyer the shares and the claims.

4. PRICE

4.1 Die price is R _____ (_____)

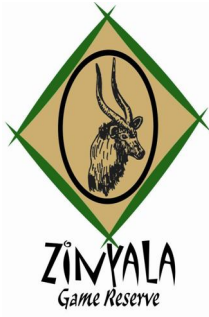
4.2 The buyer shall pay the price and any interest thereon in cash without deduction or set of to the seller's chosen domicilium citandi et executandi in terms of this agreement.

4.3 The buyer shall pay R _____
(_____) within 7 days of signature;



5. DELIVERY OF DOCUMENTS OF TITLE

The seller shall, within 14 days of signature, deliver the documents of title to the buyer at the latter's chosen domicilium citandi et executandi in terms of this agreement.



6. OWNERSHIP AND RISK

- 6.1 Ownership in the shares will pass to the buyer on delivery of the documents of title. The seller cedes the claims to the buyer with effect from the date on which the documents of title are delivered to the buyer.
- 6.2 The risk attaching to, and the benefit of, shares and claims will pass to the buyer on the date on which ownership in the shares and claims passes to the buyer in terms of clause 7.1

7. WARRANTIES

The seller sells the shares and claims "voetstoots" it being recorded that the seller gives no warranties or guarantees of any nature in connection therewith.

OR

The seller warrants and represents that.

- 7.1 he is the beneficial owner of the shares which are fully paid;
- 7.2 neither the members of the company nor its directors have passed, or agreed to pass, any resolution for the increase of the capital of the company, or for the issue of any other shares in the company, and that no such resolution will be passed prior to the transfer of the shares;
- 7.3 any rights of pre-emption in respect of the said shares or any portion thereof, whether granted by the articles of association of the company or otherwise, will be waived
- 7.4 the books and records of the company accurately reflect, in accordance with accepted accounting principles, its financial affairs and all the transactions to which it has been a party.

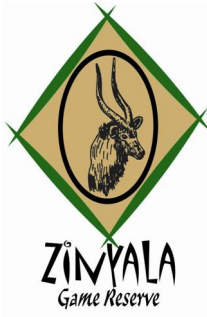
8. APPOINTMENT



The purchaser will be appointed as a director of the company with effect from date of signature.

9. CONFLICT

The terms of this agreement will prevail over those of the memorandum of association of the company, notwithstanding any provision to the contrary in any other document, agreement or in the memorandum or articles of association.



10. BREACH

- 10.1 In the event of the buyer defaulting in respect of any one payment due by him to the seller in terms of this agreement, the full amount of the purchase price together with interest thereon will immediately (without notice) become due and payable by the buyer and interest on such amount will accrue at the rate, and calculated in the manner, provided for in this agreement.
- 10.2 Without prejudice to, and in addition to any other rights which either of the parties may have, whether under this agreement or at law, in the event of either party committing any breach of this agreement and failing to remedy the breach within 10 (ten) days of being called upon in writing to do so by the other party, then the other party shall be entitled to cancel this agreement:

11. OTHER PROVISION

Further details regarding the agreement are contained in Annexure Z.



SIGNED AT _____ ON _____ 2006.

WITNESS:

1. _____

2. _____

SELLER

SIGNED AT _____ ON _____ 2006.

WITNESS:

1. _____

2. _____

BUYER