

DEED OF SALE

MEMORANDUM OF AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN:

JOHN PETER SYMONS

("the SELLER")

AND

PHULUKISA MEDICAL INVESTMENTS (PTY) LTD

("the PURCHASER")

DRAFTED BY:
KRUGER ATTORNEYS

P O BOX 864

ESHOWE

3815

TEL: (035) 474 4346

FAX: (035) 474 2508



DEED OF SALE

MEMORANDUM OF AGREEMENT MADE AND ENTERED INTO BY AND
BETWEEN:

JOHN PETER SYMONS

IDENTITY NUMBER: 580803 5113 08 4
(hereinafter referred to as "the SELLER")

AND

PHULUKISA MEDICAL INVESTMENTS (PTY) LTD
REGISTRATION NUMBER. 2008/0104785/07
(hereinafter referred to as "the PURCHASER")

WHEREBY it is agreed as follows:

The SELLER agrees to sell and the PURCHASER agrees to purchase the following property known as

ERF 712 EXTENSION NO. 2 ESHOWE
EXTENT: 2,0234 (TWO COMMA NAUGHT TWO THREE FOUR) HECTARES

HELD BY the SELLER subject to the conditions included in the Title Deed, which the PURCHASER is aware of.

The Agreement is subject to the following conditions:

1.

PURCHASE PRICE

1.1. The purchase price is the sum of R 800 000.00 (EIGHT HUNDRED THOUSAND RAND) which amount is payable to the SELLER by the PURCHASER on date of registration of the transfer of the property into the name of the PURCHASER.

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2.

VOETSTOOTS

In effect this Agreement is a sale of property "Voetstoots" to the PURCHASER. The PURCHASER will further be liable for rates and taxes with respect to the property, as from date of registration of transfer.

3.

OCCUPATION

3.1 The PURCHASER will take in occupation of the premises on date of registration of the transfer.

3.2 On date of occupation all risk of property will be transferred to the PURCHASER.

4.

COSTS

4.1 The PURCHASER shall be liable for the costs of transfer of the property, including transfer duties, stamp duties and costs of this Agreement.

4.2 Registration of Transfer of the property will be conducted by KRUGER ATTORNEYS, 28 JOHN ROSS HIGHWAY, ESHOWE, 3815.

5.

PLACE OF PAYMENT

All payments must be made to KRUGER ATTORNEYS, 28 JOHN ROSS HIGHWAY, ESHOWE, free of exchange and Bank commission at Eshowe.



FCQ

6.

NOTICES AND DOMICILIA

6.1 The parties select as their respective *domicilia citandi et executandi* for the purpose of legal proceedings and for the purposes of giving or sending any notice provided for or necessary in terms of this agreement, the following addresses:-

SELLER : NO 10 OAKBROOK ESTATE, NOTTINGHAM ROAD
PURCHASER : 1007 DURDOC CENTRE 460 SMITHST DURBAN

or such other addresses as may be substituted by notice given as required. Each of the parties will be entitled from time to time to vary its domicilium by written notice to the other address within the Republic of South Africa which is not a post office box or poste restante.

6.2 Any notice addressed to a party at its physical or postal address will be sent by prepaid registered post, or delivered by hand.

6.3 A notice will be presumed, unless the contrary is proven, to have been given:-

6.3.1 if posted by prepaid registered post, 5 (five) days after the date of posting thereof;

6.3.2 if hand delivered during business hours on a business day, on the day of delivery:

7.

BREACH

In the event of either party ("the defaulting party") committing a breach of this agreement and failing to rectify the breach within 7(seven) days after written notice to do so has been given then the other party ("aggrieved party") shall have the option either

7.1 to cancel this agreement; or

7.2 to enforce the agreement and sue the defaulting party for specific performance without prejudice to any claim for damages which the aggrieved party may have suffered as a result of the said breach.

8.

LIABILITY

The property is sold as described in the existing Title Deed thereof, and is subject to all the conditions and servitudes (if any) attaching or mentioned or referred to in the said Title Deed. The SELLER shall not be liable for any deficiency in extent which may be revealed on any re-survey, nor shall the SELLER benefit by any possible surplus.

9.

ENTIRE AGREEMENT

This constitutes the entire Agreement between the parties and no variation of this Agreement shall be of any force or effect unless it is in writing and is signed by all the parties.

10.

AGENT'S COMMISSION

The parties note herewith that no agent has been involved with this sale and no agent's commission shall be payable.

11.

JURISDICTION

The parties hereby consent to the jurisdiction of the Magistrate's Court in respect of any actions or proceedings in connection with this Agreement notwithstanding that the actions or proceedings would otherwise be beyond that jurisdiction.

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12.

HEADINGS

The headings in this agreement are for convenience and are not to be used in its interpretation.

13.

PURCHASER'S RIGHT TO CANCEL

In terms of section 29A of the Alienation of Land Act 68/1981, if the above purchase price is not more than R 250 000,00 (Two Hundred and Fifty Thousand Rand), and if the Purchaser is a natural person, and if the Purchaser does not have the right to nominate someone else as purchaser, the Purchaser has the right to unconditionally revoke the offer and/or to cancel this agreement by delivering to the Seller notice in writing within 5 (five) days, excluding weekends and holidays, from the date of signature of this agreement by the Purchaser.

14.

SUSPENSIVE CONDITION

14.1 The agreement is subject to the following suspensive conditions.

14.1.1 That the PURCHASER obtain a loan from a financial institution for the full amount of the purchase price, such loan to be obtained within 30 (THIRTY) days of ~~signature hereof~~ ^{CL. 14.1.2 BEING FULFILLED}, once granted, the PURCHASER shall supply to the Conveyancers Guarantees acceptable to them for the full amount of the purchase price.

14.1.2 The PURCHASER making application for and being granted special consent by the Umlalazi Municipality to develop the property by the construction of a private hospital, consulting rooms and parking facilities thereon, such consent to be obtained within a period of 3 (THREE) months from date of signature of this agreement.

14.2 In the event of either the suspensive conditions failing, then this agreement shall be null and void and the parties shall be required to restore the status quo ante.

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to be obtained within a period of 3 (THREE) months from date of signature of this agreement.

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14.2 In the event of either the suspensive conditions failing, then this agreement shall be null and void and the parties shall be required to restore the status quo ante.

14.3 The seller hereby consents to the purchaser proceeding with an application for the special consent referred to in clause 14.1.2 above and the SELLER

hereby undertakes to do all things and sign all documents necessary to give effect to the said suspensive conditions set out in 14.1.2.

SIGNED by the **SELLER** at ESHOWE on this the 3rd day of AUGUST 2010, in the presence of the undersigned witnesses.

AS WITNESSES:

1.

[Handwritten signature]

2.

[Handwritten signature]

[Handwritten signature]

**JP SYMONS
SELLER**

SIGNED by the **PURCHASER** at ESHOWE on this the 5 day of AUGUST 2010, in the presence of the undersigned witnesses.

AS WITNESSES:

1.

[Handwritten signature]

2.

[Handwritten signature]

[Handwritten signature]

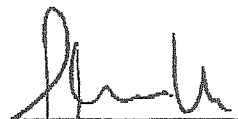
**FOR AND ON BEHALF OF
PHULUKISA MEDICAL
INVESTMENTS (PTY) LTD
PURCHASER**

LETTER OF INTENT TO SELL ERF 2/487 AND 5/489, ESHOWE

I, the undersigned, GRAHAM CHENNELS, in my capacity as duly authorized member of PROPERTY LOT 493 cc, ESHOWE, no 1994/028744/23, do hereby confirm that:

1. PROPERTY LOT 493 cc, ESHOWE, has agreed to sell the following property namely ERF 2/487 and ERF 5/489, ESHOWE in the extent of 17,769 (Seventeen thousand seven hundred and sixty nine) square meters to PHULUKISA MEDICAL INVESTMENTS (PTY) LTD NO 2008/0104785/07 for the sum of R1,250,000.00 (One million two hundred and fifty thousand Rand)
2. The sale will be subject to purchaser making application and being granted special consent by the uMlalazi Municipality to develop the property by the construction of a Private Hospital, consulting rooms and parking facilities thereon, such consent to be obtained within 3 (three) months from date of signature of an appropriate Agreement of Sale.
3. Wynne & Wynne Attorneys, Eshowe will immediately be instructed to prepare an appropriate Agreement of Sale in terms whereof the above property is sold to PHULUKISA MEDICAL INVESTMENTS (PTY) LTD at a price of R1,250,000.00 (One million two hundred and fifty thousand rand) payable on date of registration of transfer with occupation of the property to be granted to the purchaser on date of registration of transfer or an earlier date on terms and conditions to be agreed upon.

Dated at ESHOWE on this 25th May 2010.



GRAHAM CHENNELS

Witness 1

Witness 2

