

**THIRD AMENDMENT**

to the

**CARBON DIOXIDE SUPPLY AGREEMENT**

entered into by and between:

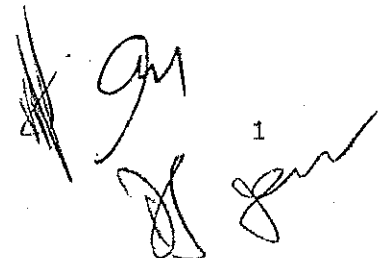
**SASOL SOUTH AFRICA (PROPRIETARY) LIMITED**

(Registration number: 1968/13914/07)

and

**AFRICAN OXYGEN LIMITED**

(Registration number: 1927/000089/06)

Handwritten signatures and initials in black ink, including a large signature on the left and a smaller one on the right with a small '1' above it.

**1. PARTIES**

This Amendment is entered into by and between:

**1.1 SASOL SOUTH AFRICA (PROPRIETARY) LIMITED**

having its offices at 1 Klasie Havenga Road, Sasolburg, Free State, Republic of South Africa  
(hereinafter referred to as "SSA")

and

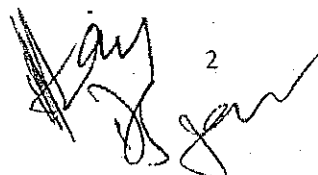
**1.2 AFRICAN OXYGEN LIMITED**

having its offices at 23 Webber Street, Selby, Johannesburg, Republic of South Africa  
(hereinafter referred to as "Afrox").

**2. RECORDAL**

- 2.1. The Parties entered into a Carbon Dioxide supply agreement signed on 18 July 1994 and amended by Amendment to the Agreement signed on 07 December 2004 ("First Amendment") and Second Amendment (price formula adjustment) signed on the 30<sup>th</sup> of September 2013.
- 2.2. All the terms defined in the Agreement and in the First and Second Amendments, shall bear in this Third Amendment the same meanings as they bear in the Agreement and the First and Second Amendments.
- 2.3. In terms of the Agreement SSA sells Carbon Dioxide (the "CO<sub>2</sub>") to Afrox.
- 2.4. The Parties wish to amend the terms of the Agreement, the First and Second Amendment as per clause 3 below.

Now therefore the Parties agree as follows:



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**3. AMENDMENTS**

3.1 All references to Sasolchem is hereby deleted and replaced by SSA.

3.2 Clause 4 of the Agreement is hereby deleted in its entirety.

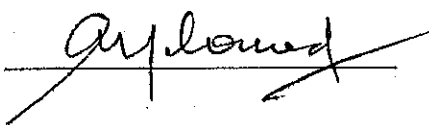
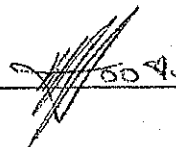
**4. EFFECTIVENESS**

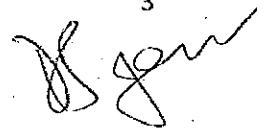
4.1 This Amendment shall be effective on the date of signature thereof.

4.2 Apart from the specific terms and conditions set out herein, the remainder of the terms and conditions of the Agreement signed on 18<sup>th</sup> of July 1994, the First Amendment signed on 7<sup>th</sup> of December 2004 and the Second Amendment signed on the 30<sup>th</sup> of September 2013, shall remain in full force and effect.

Signed by the Parties on the following dates, at the following place, and in the presence of the following witnesses:

For and on behalf of SASOL SOUTH AFRICA (PROPRIETARY) LIMITED and warrants that he is duly authorised thereto:

By: <u>A.K. MAHOMED</u>	As Witness: <u>Nalifa Hoosen</u>
Designation: <u>SENIOR MANAGER - MES - GLOBAL CARBON, AMMONIA &amp; SPECIALITY GASES</u>	Designation: <u>Legal Adviser</u>
Signature: <u></u>	Signature: <u></u>
Date: <u>26/02/2015</u>	Date: <u>26/02/2015</u>
Place: <u>ROSEBANK</u>	Place: <u>Rosebank.</u>

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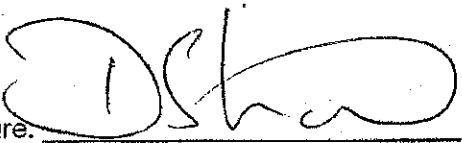
For and on behalf of AFRICAN OXYGEN LIMITED SA and warrants that he is duly authorised thereto:

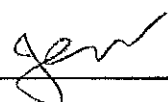
By: DAVID SHAW

As Witness: J.H. WYTENBOEKAARDT

Designation: GENERAL MANAGER

Designation: BUSINESS MANAGER CO<sub>2</sub>

Signature: 

Signature: 

Date: 27/2/2015

Date: 27-02-2015

Place: SELBY

Place: SELBY