SCHINDLERS

attorneys - conveyancers - notaries

Deloitte and Touche

Physical Address:

Deloitte Place
Building 6
The Woodlands
20 Woodlands Drive
Woodmead
2052

E-mail: midale@deloitte.co.za

CC:

Werksmans Attorneys
Mr. Elliot Wood
EWood@werksmans.com

Your Ref:
Our Ref: Mr A Pienaar/G09209
Date: 20 September 2012

*****URGENT ATTENTION: MR MICHAEL DALE*****

*****BY HAND AND PER ELECTRONIC MAIL*****

Dear Sir,

RE: BASIL READ HOLDINGS LIMITED // SIOC CDT INVESTMENT HOLDINGS PROPRIETARY LIMITED

1. The above matter refers.

Address:	Second Floor 3 Melrose Boulevard Melrose Arch 2076	*Docex:*	10 Hyde Park
		Postal address:	P O Box 10909 Johannesburg, 2000
		E-mail address:	info@schindlers.co.za
Tel number:	(+27)(11) 448-9600	*Web site:*	www.schindlers.co.za
Fax numbers:	Primary – (+27) 86 608 9600 Alternative – (+27)(11) 448-9620/10	*Vat number:*	4600139721

2. Kindly find under cover hereof the First Addendum to the Subscription Agreement dated **21 August 2012** (the **"First Addendum"**), containing the original signature of the second SIOC signatory, together with the original Second Addendum to the Subscription Agreement dated **19 September 2012** (the **"Second Addendum"**), same having been duly signed by our Client.

3. Kindly attend to secure Basil Read's signature in respect of the Second Addendum, and kindly forward a certified copy of same and a certified copy of the First Addendum to our offices.

4. We trust you will find the above to be in order.

5. Our Client's rights remain strictly reserved.

Yours Faithfully,

p.p.

SCHINDLERS

Per: **ANDRE PIENAAR**

Received on this ____ day of September 2012.
____
For: Mr. Michael Dale - Deloitte and Touche

ELW/ELW
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Addendum to subscription agreement (JSE approved)/#2046554v1

CERTIFIED A TRUE COPY
OF THE ORIGINAL

COMMISSIONER OF OATHS (RSA)
ANDRIES JACOBUS HENNING CA(SA)
4th Floor, 3 Melrose Boulevard
Melrose Arch, Johannesburg

ADDENDUM TO SUBSCRIPTION AGREEMENT

1 **PARTIES**

1.1 Basil Read Holdings Limited (registration number 1984/007758/06) a public company with limited liability incorporated in South Africa ("**Holdings**");

1.2 SIOC CDT Investment Holdings Proprietary Limited (registration number 2011/010141/07), a private company with limited liability incorporated in South Africa ("**SIOC**"),

collectively, the "**Parties**".

2 **INTRODUCTION**

2.1 It is recorded and agreed that –

2.1.1 on or about 27 June 2012 the Parties entered into a written subscription agreement ("**Subscription Agreement**") in terms of which, inter alia, SIOC will subscribe for -

2.1.1.1 7 883 243 ordinary shares in Holdings; and

2.1.1.2 33 707 507 "A" ordinary shares in Holdings;

2.1.2 the Parties have agreed to amend the provisions of the Subscription Agreement as set out herein.

2.2 Accordingly, the Parties agree as set out herein.

3 **AMENDMENT**

The Parties hereby amend the provisions of the Subscription Agreement, with effect from 27 June 2012, as follows –

3.1 by the deletion of clauses 7.4 and 7.5 and the substitution therefor with the following new clauses 7.4 and 7.5 –

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"7.4 Notwithstanding the provisions of 7.3, should any special resolution of shareholders of Holdings be proposed, the holders of the "A" Ordinary Shares shall notify Holdings (in writing) not less than 5 (five) Business Days prior to the meeting at which such resolution is to be voted on whether the holders of the "A" Ordinary Shares intend to vote for or against such resolution or abstain from voting thereon. The aforesaid notice shall be irrevocable and Holdings shall be obliged to notify shareholders of Holdings (through a SENS announcement) of the manner in which the holders of the "A" Ordinary Shares intend to vote. Should the holders of the "A" Ordinary Shares have stipulated that they shall vote in favour of the proposed special resolution, then the holders of the "A" Ordinary Shares shall be entitled to exercise 1 (one) vote per "A" Ordinary Share. Should the holders of the "A" Ordinary Shares have stipulated that they will vote against or abstain from voting in respect of such resolution then they may only exercise that proportion of the total votes in Holdings which the aggregate amount of the "A" Subscription Price of the "A" Ordinary Shares bears to the Aggregate Consideration.

7.5 If a variation ("**Variation**") in the ordinary share capital of Holdings occurs pursuant to a capitalisation or rights issue, sub-division, consolidation or share buyback, or if any substantial merger, restructure or re-organisation which, in the reasonable opinion of either Party, would materially affect the voting rights or other material rights of the "A" Ordinary Shares, that Party may, in its discretion provided it is acting reasonably and objectively and in consultation with the other, request the other Party (subject to the provisions of the Act and the JSE Listings Requirements) to adjust (or agree to an adjustment, as applicable) the terms of the "A" Ordinary Shares and/or the number and/or weighting of votes attached to each "A" Ordinary Share so that the rights of the holders of the "A" Ordinary Shares are substantially the same to the rights prior to the Variation, provided that -

7.5.1 any such adjustments must first be confirmed by the independent auditors agreed to in writing between the

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Parties (or failing agreement within 5 (five) Business Days after request by either Party, appointed by the President for the time being of the South African Institute of Chartered Accountants) as having been calculated on a reasonable basis and further, to ensure that the rights of the "A" Ordinary Shares is maintained; and

7.5.2 to the extent that any Variation is the subject of a resolution/s by shareholders of Holdings, then any adjustment to the "A" Ordinary Shares must also be approved by the shareholders of Holdings (subject to the provisions of the Act and the Listings Requirements). Should any Variation not require a resolution of shareholders of Holdings, then the Board shall be authorised to effect such adjustment (subject to the provisions of the Act and the Listings Requirements).

7.5.3 Notwithstanding the provisions of this clause 7.5, the benefits attaching to the "A" Ordinary Shares set out in this clause 7.5 shall only apply in the event that the holders of the "A" Ordinary Shares follow their respective rights as are applicable to the Ordinary Shares.";

3.2 the inclusion of the following new clause 12.6 –

"12.6 For the purposes of this clause 12, references to "SIOC" shall include a reference to any person or entity acquiring the shares of SIOC in Holdings as contemplated in this Agreement."

4 **GENERAL**

4.1 This agreement constitutes the sole record of the agreement between the Parties in relation to the subject matter hereof. No Party shall be bound by any express, tacit or implied term, representation, warranty, promise or the like not recorded herein. This agreement supersedes and replaces all prior commitments, undertakings or representations, whether oral or written, between the Parties in respect of the subject matter hereof.

4.2 No addition to, variation, novation or agreed cancellation of any provision of this agreement shall be binding upon the Parties unless reduced to writing and signed by or on behalf of the Parties.

4.3 Save for the amendment in 3, the provisions of Subscription Agreement remains unaltered and of full force and effect.

4.4 The signature by a party of a counterpart of this agreement shall be as effective as if that party had signed the same document as the other Party/ies.

Signed at Woodmead on 21st August 2012

for BASIL READ HOLDINGS LIMITED

who warrants ~~that he is duly~~
authorised hereto

Signed at MELROSE on 20 AUGUST 2012

for SIOC CDT INVESTMENT HOLDINGS PROPRIETARY LIMITED

who warrants that he is duly
authorised hereto

Signed at Sandton on 20 August 2012

for SIOC CDT INVESTMENT HOLDINGS PROPRIETARY LIMITED

who warrants that he is duly
authorised hereto

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SECOND ADDENDUM TO SUBSCRIPTION AGREEMENT

1 **PARTIES**

1.1 Basil Read Holdings Limited (registration number 1984/007758/06) a public company with limited liability incorporated in South Africa ("**Holdings**");

1.2 SIOC CDT Investment Holdings Proprietary Limited (registration number 2011/010141/07), a private company with limited liability incorporated in South Africa ("**SIOC**"),

collectively, the "**Parties**".

2 **INTRODUCTION**

2.1 It is recorded and agreed that –

2.1.1 on or about 27 June 2012 the Parties entered into a written subscription agreement ("**Subscription Agreement**") in terms of which, inter alia, SIOC will subscribe for -

2.1.1.1 7 883 243 ordinary shares in Holdings; and

2.1.1.2 33 707 507 "A" ordinary shares in Holdings;

2.1.2 on or about 21 August 2012, the Parties concluded an addendum to the Subscription Agreement in terms of which certain provisions of the Subscription Agreement were amended; and

2.1.3 the Parties have agreed to further amend the provisions of the Subscription Agreement as set out herein.

2.2 Accordingly, the Parties agree as set out herein.

3 **AMENDMENT**

The Parties hereby amend the provisions of the Subscription Agreement, with effect from 27 June 2012, as follows –

3.1 by the deletion of the date "28 September 2012" in clause 3.1 and the substitution therefor with the date "30 November 2012";

3.2 by the deletion of the date "28^{th} day of September 2012" in clause 3.2 and the substitution therefor with the date "30 November 2012".

4 **GENERAL**

4.1 This agreement constitutes the sole record of the agreement between the Parties in relation to the subject matter hereof. No Party shall be bound by any express, tacit or implied term, representation, warranty, promise or the like not recorded herein. This agreement supersedes and replaces all prior commitments, undertakings or representations, whether oral or written, between the Parties in respect of the subject matter hereof.

4.2 No addition to, variation, novation or agreed cancellation of any provision of this agreement shall be binding upon the Parties unless reduced to writing and signed by or on behalf of the Parties.

4.3 Save for the amendment in 3, the provisions of Subscription Agreement (as amended by the first addendum referred to in 2.1.2) remains unaltered and of full force and effect.

4.4 The signature by a party of a counterpart of this agreement shall be as effective as if that party had signed the same document as the other Party/ies.

Signed at on 2012

for BASIL READ HOLDINGS LIMITED

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OF THE ORIGINAL

COMMISSIONER OF OATHS (RSA)
ANDRIES JACOBUS HENNING CA(SA)
4th Floor, 3 Melrose Boulevard
Melrose Arch, Johannesburg

____
who warrants that he is duly
authorised hereto

BASI8226.3/#2092416v1
08082012

Signed at ROSEBANK on 19 SEPTEMBER 2012

for SIOC CDT INVESTMENT HOLDINGS PROPRIETARY LIMITED

who warrants that he is duly authorised hereto

Signed at Rosebank on 19 September 2012

for SIOC CDT INVESTMENT HOLDINGS PROPRIETARY LIMITED

who warrants that he is duly authorised hereto

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