

DEED OF SALE

1. PARTIES

THIS AGREEMENT IS CONCLUDED BETWEEN:

1.1.1.1 TALBERT PIVOTS (PTY) LTD (IN LIQUIDATION) Masters Ref: B59/2025

Herein represented by CB St Clair Cooper, DT Majiedt and JA Snyders (*in their capacity as Provisional Joint Liquidators*), duly authorised

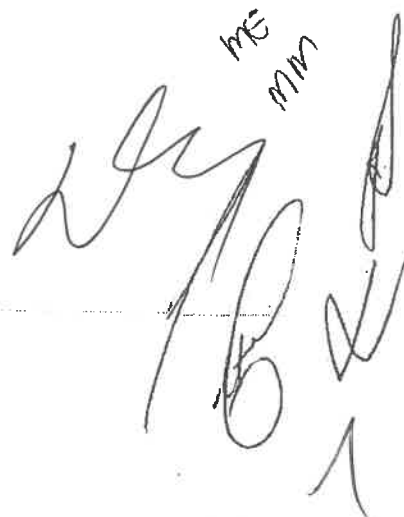
(the "SELLER")

and

1.2 ROUTE MANAGEMENT (PTY) LTD Registration Number : 2001/020040/07

Herein represented by Hendri Viljoen in his capacity as representative of the company, duly authorised

(the "PURCHASER")

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Handwritten signatures and initials, including 'ME', 'MM', and a large signature.

2. INTERPRETATION

2.1 The marginal headings to this Agreement are for reference purposes only and shall not be taken into account in the interpretation or construction of any of the provisions of this Deed.

2.2 Unless the context clearly indicates a contrary intention:

2.2.1 Expressions which denote:

2.2.1.1 Any gender shall include the other genders.

2.2.1.2 A natural person shall include a juristic person and *vice versa*.

2.2.1.3 The singular shall include the plural and *vice versa*.

2.2.2 The following expressions shall, unless repugnant in the context thereof, have the meanings set opposite them below, and cognate expressions shall bear corresponding meanings:

2.2.2.1 DATE OF SIGNING

— means the date on which the last party to sign this Agreement, does in fact do so

2.2.2.2 EFFECTIVE DATE

— means the date on which the suspensive condition referred to in clause 4 below, has been fulfilled.

2.2.2.3 MOVABLE ASSETS

— means the list of assets reflected on annexure A, as has been shown to and inspected by the PURCHASER.

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2.2.2.4 PURCHASER

- means the party referred to in subparagraph 1.2 above.

2.2.2.5 SELLER

- means the party referred to in subparagraph 1.1 above.

2.2.2.6 VAT

- means Value Added Tax as levied in terms of Act No 89/1991 (as amended from time to time).

2.3 Computation of Time

In the computation of time for any purpose of this Agreement it shall be undertaken by the exclusion of the first day, Sundays and Public Holidays and the inclusion of the last day. The foregoing shall not apply in the calculation of interest.

3. SALE

The SELLER sells to the PURCHASER, as and from the EFFECTIVE DATE, the MOVABLE ASSETS and the PURCHASER purchases same.

4. SUSPENSIVE CONDITION

This Agreement is conditional upon the SELLER obtaining written Consent from the Master of the High Court Bloemfontein for Extension of Powers to accept the offer and to sell the movable assets.

5. VALUE ADDED TAX

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- 5.1 The SELLER confirms that for purposes of this sale he is a registered VAT vendor with VAT registration number 4250194216 and that VAT shall therefore be applicable to this transaction and payable on the purchase price.
- 5.2 The PURCHASER'S VAT registration number is 4530209537
- 5.3 The SELLER undertakes to provide the PURCHASER with a VAT invoice for the purchase price upon request.

6. PURCHASE PRICE

The purchase price of the Vehicles, Machinery & Equipment (as per Annexure "A") is the sum of R 1 320 000.00 (ONE MILLION THREE HUNDRED AND TWENTY THOUSAND RAND), excluding VAT and VAT shall be payable thereon.

7. PAYMENT

- 7.1 The purchase price and VAT thereon shall be paid by the PURCHASER by way of a direct deposit into the estate bank account of TALBERT PIVOTS (PTY) LTD, (IN LIQUIDATION), within 24 (TWENTY FOUR HOURS) after the DATE OF ACCEPTANCE, with the following account details:

Account Holder : TALBERT PIVOTS (PTY) LTD (I/L)
Bank : STANDARD BANK
Branch Code : TBC
Account Number : TBC
Reference Number : Movable Assets

7.2 The purchase price, plus VAT, is payable in the currency of the Republic of South Africa.

8. POSSESSION

8.1 The SELLER shall grant possession of the MOVABLE ASSETS to the PURCHASER on the EFFECTIVE DATE.

8.2 All risk attaching to the MOVABLE ASSETS shall pass to the PURCHASER upon the EFFECTIVE DATE.

8.3 The PURCHASER shall be responsible for the transfer of the MOVABLE ASSETS to its premises on the EFFECTIVE DATE, or as soon as reasonably possible thereafter, and all risks and costs relating thereto shall be carried by the PURCHASER.

9. VOETSTOOTS

9.1 The MOVABLE ASSETS are sold on a "voetstoots" basis, and the PURCHASER acknowledges that no warranties have been given, or representations made, besides such warranties and/or representations contained in this Agreement, to induce his conclusion of this Agreement.

9.2 The PURCHASER further acknowledges that he has acquainted himself fully with the condition of the MACHINE.

10. BREACH OF CONTRACT

10.1 Subject to 10.2 below, if any party breaches any term or provision of this Agreement (the "guilty party"), then the other party (the "aggrieved party") shall be entitled, after having given the guilty party written notice requiring him

to remedy such breach within 7 (SEVEN) days of receipt of such notice and the guilty party failing to do so, be entitled, in addition to any other remedy available at law, to claim:

- 10.1.1 specific performance and damages, or
 - 10.1.2 cancellation of this Agreement and damages suffered in consequence thereof, and
 - 10.1.3 all legal costs on an attorney and client scale (including collection commission at the ruling rate) and Value-added Tax thereon.
- 10.2 In the event of a default as contemplated in 10.1 above, the aggrieved party shall only be entitled to cancel this Agreement if the default is material and goes to the root of this Agreement.

11. DOMICILIUM

- 11.1 For all purposes of this Agreement and the service of any legal process the parties choose the following addresses as their respective *domicilia citandi et executandi*:

11.1.1 The PURCHASER: 43 GEORGE LUBBE STREET
HAMILTON
BLOEMFONTEIN
EMAIL: Stefano@satb.co.za

11.1.2 The SELLER: HONEY ATTORNEYS
KENNETH KAUNDA ROAD
NORTHRIDGE MALL
BLOEMFONTEIN
EMAIL: chevy@coopertrust.co.za

11.2 A notice given by one party to the other in connection with this Agreement shall be in writing and shall:

11.2.1 be delivered by hand, or

11.2.2 be sent by prepaid registered post, or

11.2.3 be sent by electronic mail

to the address chosen by the party concerned (or in the case of notices sent by electronic mail to the applicable e-mail address, if any referred to in this Agreement).

11.3 Any notice given in terms of 11.2 shall be deemed to have been duly given:

11.3.1 if delivered in terms of 11.2.1 on the date of delivery;

11.3.2 if sent by post in terms of 11.2.2, 7 (SEVEN) days after the due costing thereof;

11.3.3 if sent by electronic mail in terms of 11.2.3 on the date of the transmission thereof.

11.4 A party is entitled to change his domicilium by giving written notice of such change to the other party, provided that such new domicilium is situated in the Republic of South Africa and not a post box or poste restante.

12. WARRANTY AND INDEMNITY BY THE SELLER

12.1 The SELLER warrants, as on the EFFECTIVE DATE, that the MOVABLE ASSETS is the unencumbered property of the SELLER and that the SELLER is fully entitled to dispose of same in terms of this Agreement.

12.2 The SELLER herewith indemnifies the PURCHASER against any and all claims of any third party relating to the MOVABLE ASSETS, which claims arose prior to the EFFECTIVE DATE.

13. JURISDICTION

Any legal proceedings which one party may institute against the other for the enforcement of any rights under this Agreement may be instituted in the Magistrate's Court of any district having jurisdiction by virtue of the provisions of the Magistrates' Courts Act No. 32 of 1944, as amended (or any legislation passed in substitution therefor) and the party so to be sued hereby consents to such jurisdiction in terms of Section 45 of the said Act (or of any legislation passed in substitution therefor). Notwithstanding the foregoing, the party desirous of instituting legal proceedings against the other party may in his sole discretion institute such proceedings in the High Court of South Africa where a Magistrate's Court would not normally have jurisdiction, and in such event:

- 13.1 the consent of the party in terms of Section 45 of the said Act (or any legislation passed in substitution therefor) referred to above, shall be deemed not to have been given, and
- 13.2 the legal costs awarded shall be determined and payable in accordance with the ruling tariff of the High Court of South Africa.

14. GENERAL

14.1 Variation

No variation, amplification or consensual cancellation of this Agreement shall have any force or effect unless it is reduced to writing and signed by the parties to this Agreement or the agent of any one of them duly authorised in writing.

14.2 Indulgence

No latitude, extension of time or other indulgence which may be given or allowed by any party in respect of the exercise or enforcement of any term or condition of this Agreement and no partial exercise or enforcement of any such term or condition shall under any circumstances be deemed or construed to be a novation of such term or condition or a waiver thereof, and shall not prejudice

any of that parties rights in terms of this Agreement or estop such party from enforcing at any time and without notice strict and punctual compliance with each and every provision or term thereof. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be deemed to be divisible.

14.3 Laws of the Republic of South Africa

The rights and obligations of the parties to this Agreement and all matter or disputes arising therefrom shall be adjudged and determined in accordance with the Laws of the Republic of South Africa.

14.4 Costs

14.4.1 Value-added Tax payable on all of the aforesaid as are subject to such tax.

THUS DONE and SIGNED at Kimberley on 31 July 2025.

AS WITNESSES

1. M. Mare
2. A. J.

SELLER

THUS DONE and SIGNED at Bloemfontein on 17 July 2025.


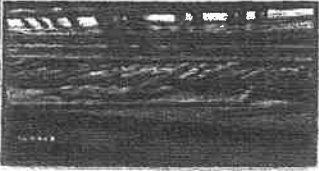





AS WITNESSES

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2. [Signature]



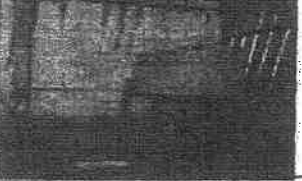




PURCHASER



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ANNEXURE "A"


Ref Nr.	Description	Qty	Photograph
TBP001	Storage rack for tools	1	
TBP002	Drill bits, tapers and cutters and stabilizers	1	
TBP003	Shelfing	1	
TBP004	Hydrashear	1	
TBP005	Cutt of machine - only the support	1	
TBP006	Iron tables	5	
TBP007	Hydraulic press with tank and contoller unit	1	


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Ref Nr.	Description	Qty	Photograph
TBP008	Band skuurder	3	
TBP009	Cutting table vir CNC + machine + compressor	1	
TBP010	Water tank	1	
TBP011	2 1/2 m Colchester bad	1	
TBP012	Werkstafel met bids	2	
TBP013	1 1/2 m draaibank	1	
TBP014	Thread cutter	1	



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Ref Nr.	Description	Qty	Photograph
TBP015	Milling machine - 3 FASE (Electrical strip)	1	
TBP016	Radial arm drill (electrical strip)	4	
TBP017	Self feeder band saag(striped)	1	
TBP018	Toolkas	1	
TBP019	Compressor + ekstra ligging wat gebou feed	1	
TBP020	Cupling rings 165		
TBP021	219 Short bends		







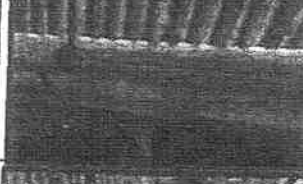




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Ref Nr.	Description	Qty	Photograph
TBP022	Ankers		
TBP023	20 mil Short rods		
TBP024	165 rizer pipes + sleeves		
TBP025	Welder ; 1 x for scrapp	6	
TBP026	Radial arm drill converted to a tap	1	
TBP027	Werksbank		
TBP028	Gas profile cutter	1	












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Ref Nr.	Description	Qty	Photograph
TBP029	Shelves	1	
TBP030	Wooden table and 2 chairs	3	
TBP031	Office table + chair	1	
TBP032	Storage bins	3	
TBP033	Sheet roller	1	
TBP034	Work tables	3	
TBP035	Oil bath	1	


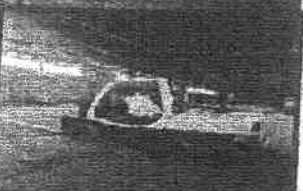





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Ref Nr.	Description	Qty	Photograph
TBP036	Pipa roller / feeder	1	
TBP037	Cutting table	1	
TBP038	Band saw / Iron saw + feeder	1	
TBP039	Welding screens	13	
TBP040	Graft machine CNC table, striped	1	
TBP041	Pipe jig's rollers	1	
TBP042	Steel tool box	1	

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Ref Nr.	Description	Qty	Photograph
TBP043	Saw + rollers	1	
TBP044	Iron forklift 4 1/2 ton	1	
TBP045	Sentric press	10	
TBP046	Feeder table	1	
TBP047	Office chair	2	
TBP048	Office tables	2	
TBP049	Staal kas	1	

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Ref Nr.	Description	Qty	Photograph
TBP050	Office chairs + storage cabinets	1	
TBP051	Racking system	1	
TBP052	Sleeves		
TBP053	Octagen rings		
TBP054	Lincoln Electric welder		
TBP055	Pressure washer (stripped)	1	











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Ref Nr.	Description	Qty	Photograph
TBP056	Rizer pipes		
TBP057	Forklift hyster 2,5	1	
TBP058	Drill press	1	
TBP059	Horizontal bandsaw	1	
TBP060	Staal kas	3	
TBP061	Cut off machine (stripped)	1	





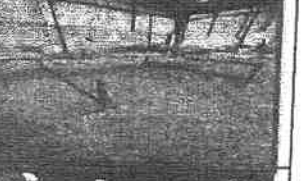


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Ref Nr.	Description	Qty	Photograph
TBP062	Welding / cutting table	1	
TBP063	Metal bandsaw	1	
TBP064	Pipe feeder	1	
TBP065	Hydraulic press	1	
TBP066	Hydraulic plate roll	1	
TBP067	Industrial shelving unit	1	








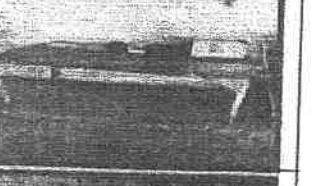



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Ref Nr.	Description	Qty	Photograph
TBP068	Compressor scraps	3	
TBP069	Pipe rollers	2	
TBP070	Storage rack	1	
TBP071	Heavy-duty steel coil storage rack	1	
TBP072	metal frames/stands	1	
TBP073	Metal fabrication stands	1	
TBP074	Power rack/squat rack	1	

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Ref Nr.	Description	Qty	Photograph
TBP075	Steel sawhorse	6	
TBP076	Cable drum roller	1	
TBP077	Metal A-frame stand	1	
TBP078	Pipe jig	1	
TBP079	Workshop table	1	
TBP080	Sturdy workbench	1	
TBP081	Base beam drill jig	1	

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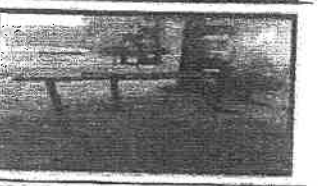

Ref Nr.	Description	Qty	Photograph
TBP082	Steel automatic welding manipulator	1	
TBP083	Mobile lifting solutions	5	
TBP084	Pipe Jlg's	1	
TBP085	Work bench	1	
TBP086	Hydraulic press	1	
TBP087	Double-sided cantilever racking system	1	

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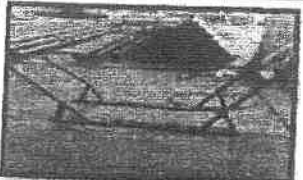



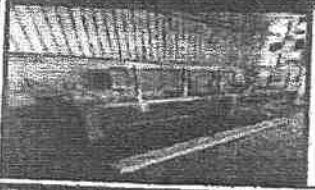

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Ref Nr.	Description	Qty	Photograph
TBP089	blue structures with rollers and the stacked pipe	1	
TBP090	Plasma cutting table	1	
TBP091	Tool inspection station	1	
TBP092	H-beam welding machine components	1	
TBP094	Band saw for cutting metal	1	


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Ref Nr.	Description	Qty	Photograph
TBP096	V-block	1	
TBP097	Quick die change cart/trolley	1	
TBP099	Steel rack		
TBP100	Racks for trusses	2	
TBP101	Assembly for the trusses	1	
TBP102	Long and short dryshove rack	1	



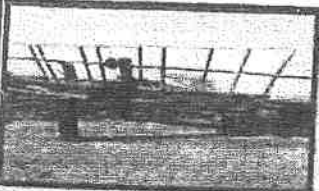





Ref Nr.	Description	Qty	Photograph
TBP103	Centre stays racks	3	
TBP104	Pipe welding jig's	1	
TBP105	114 Pipe jig's with rack	1	
TBP106	140 Pipe jig's with rack	1	
TBP107	165 Pipe jig's with rack	1	
TBP108	Cut of machine jig's without the cut off	1	
TBP109	Trust jig's	1	

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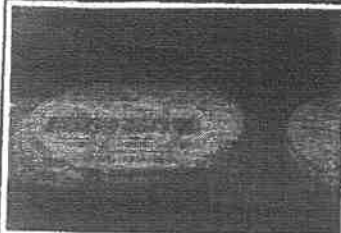
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Ref Nr.	Description	Qty	Photograph
TBP109	Quick tow centre jig	1	
TBP110	Tables	1	
TBP111	table feeder	1	

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Account Number:	B59/2025		
Matter:	TALBERT PIVOTS (PTY) LTD (IN LIQUIDATION)		
Model & Make:	2016 UD QUON GW 26 450 TRUCK	Colour:	White
Serial / Vin Number:	ADDE150000003485	Reg. No.:	FYY060F

PHOTOGRAPHS






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Account Number:	B59/2025			
Matter:	TALBERT PIVOTS (PTY) LTD (IN LIQUIDATION)			
Model & Make:	2018 UD QUON GW 28 450 TRUCK	Colour:	White	
Serial / Vin Number:	ADDE1500000003485	Reg Nr:	FYY060F	
Condition	GOOD	FAIR	POOR	COMPULSORY COMMENTS (IF FAIR / POOR)
1. Front Bumper		X		
2. Front Valance		X		
3. Front Number Plate		X		
4. Grill		X		
5. Front Lights		X		
6. Bonnet		X		
7. Battery				Battery is stripped
8. Windscreen		X		
9. Windscreen Wipers		X		
10. Left Front Fender		X		
11. Left Front Wheel		X		
12. Left Front Door		X		
13. Left Rear Door		X		
14. Left Rear Wheel		X		
15. Left Rear Fender		X		
16. Rear Valance		X		
17. Rear Number Plate		X		
18. Rear Bumper		X		
19. Boot / LDV Loading				
20. Spare Wheel		X		
21. Jack & W/Spinner				
22. Rear Lights		X		
23. Right Rear Fender				
24. Right Rear Wheel		X		
25. Right Rear Door				
26. Right Front Door				
27. Right Front Wheel		X		
28. Right Front Fender				
29. Roof From Outside		X		
30. Other Windows			X	The driver seat window were broken
31. Hood Lining / Viscors			X	
32. Dash Board			X	
33. Carpets				
34. Seats		X		
35. Safety Belts		X		
36. Rear View Mirrors		X		
37. Other				Hannes cut dashboard damaged
Lic Exp. Date:	2025/08/31			
Odometer Reading:	330 000 Km			
Keys:	Yes			
Radio:	No			
Maintenance / Oil:	No			
Engine Runner:	No	Gearbox Runner:	No	
Comments:	Non Runner	Comments:	As per Inspection	

I HERBY CONFIRM HAVING INSPECTED THE BELOW SAID VEHICLE AND HAVE ACKNOWLEDGED FAULTS AS PER VEHICLE CHECKLIST

LDV (BAKKIE)



LIGHT MOTOR VEHICLE & SUV



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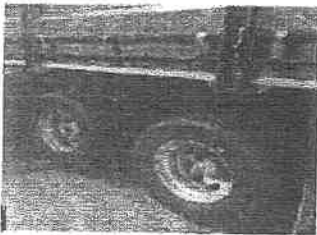
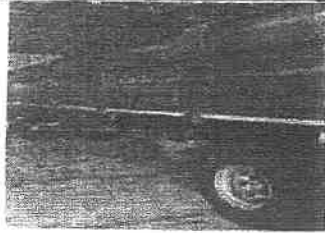


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Account Number:	B59/2025		
Matter:	TALBERT PIVOTS (PTY) LTD (IN LIQUIDATION)		
Model & Make:	2019 MK Sweiswerke Semi Trailer Dropside	Colour:	White
Serial / Vin Number:	AGH324ABJHAM1008	Reg Nr.	HHP186FS

PHOTOGRAPHS



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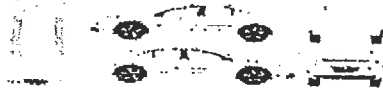
Account Number:	B59/2026			
Matter:	TALBERT PIVOTS (PTY) LTD (IN LIQUIDATION)			
Model & Make:	2019 MK Swelswerke Semi Trailer Dropside		Colour:	White
Serial / Vin Number:	AGH324ABJHAM100B		Reg No:	JHP186FS
Condition:	GOOD	FAIR	POOR	COMPULSORY COMMENTS (IF FAIR / POOR)
1. Front Bumper				
2. Front Valance				
3. Front Number Plate				
4. Grill				
5. Front Lights				
6. Bonnet				
7. Battery				
8. Windscreen				
9. Windscreen Wipers				
10. Left Front Fender				
11. Left Front Wheel		X		
12. Left Front Door				
13. Left Rear Door				
14. Left Rear Wheel		X		
15. Left Rear Fender				
16. Rear Valance				
17. Rear Number Plate		X		
18. Rear Bumper				
19. Boot / LDV Loading				
20. Spare Wheel				
21. Jack & W/Spinner				
22. Rear Lights				
23. Right Rear Fender				
24. Right Rear Wheel		X		
25. Right Rear Door				
26. Right Front Door				
27. Right Front Wheel		X		
28. Right Front Fender				
29. Roof From Outlets				
30. Other Windows				
31. Hood Lining / Vison				
32. Dash Board				
33. Carpets				
34. Seats				
35. Safety Belts				
36. Rear View Mirrors				
37. Other				Hannes cut
Lic Exp. Date:	2025/08/31			
Odometer Reading:	N/A			
Keys:	No			
Radio:	No			
Maintenance / Oil:	No			
Engine Runner:	No			
Comments:	Non Runner		Gearbox Runner:	No
			Comments:	As per inspection

I HERBY CONFIRM HAVING INSPECTED THE BELOW SAID VEHICLE AND HAVE ACKNOWLEDGED FAULTS AS PER VEHICLE CHECKLIST

LDV (BAKKIE)



LIGHT MOTOR VEHICLE & SUV



MINIBUS



M.E.
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