

**FIRST ADDENDUM**

entered into between

**SASOL LIMITED**

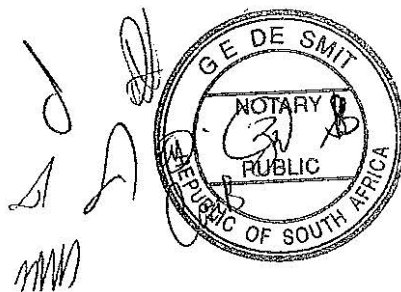
(Registration No. 1979/003231/06)

and

**ZAMILE DENGA**

(Identity No. 561226 5759 081)

**TO THE TRUST DEED FOR THE SASOL INZALO PUBLIC FACILITATION TRUST (Master's Reference No. IT1182/2008)**



**WHEREBY IT IS AGREED AS FOLLOWS :**

**1. INTERPRETATION AND PRELIMINARY**

1.1. All the terms defined in the Trust Deed shall, unless the context otherwise requires, bear the same meanings in this Addendum. The headings of the clauses in this Addendum are for the purposes of convenience and reference only and shall not be used in the interpretation of, nor modify, nor amplify the terms of this Addendum or any clause hereof. In this Addendum, unless the context indicates otherwise, the words and expressions set out below shall have the meanings assigned to them and cognate expression shall have the corresponding meaning, namely:

1.1.1. "Addendum" means this first addendum to the Trust Deed;

1.1.2. "Trust Deed" means the trust deed for the Sasol Inzalo Public Facilitation Trust (Master's Reference No. IT1182/2008).

**2. AMENDMENTS**

In terms of clause 19 of the Trust Deed, Sasol and the First Trustee amend the Trust Deed by:

2.1. deleting the definition of "Application Form" in clause 2.2.1;

2.2. inserting the following new definitions in clause 2:

"2.2.2A "BEE Controlled Company" means a BEE controlled company as defined in the Codes from time to time;";

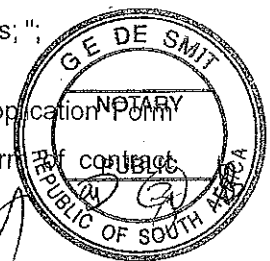
"2.2. 2B "BEE Owned Company" a BEE owned company as defined in the Codes from time to time;";

"2.2.4A "Black Company" means a BEE Owned Company and a BEE Controlled Company;

"2.2.4B "Black Entity" means a vesting trust which qualifies for recognition under the Codes, broad-based ownership scheme (as contemplated in the Codes); a close corporation, or an unincorporated entity or association, including a partnership, joint venture, syndicate or stokvel as may be determined by Sasol in its sole discretion as an entity or association which may enable Sasol to claim points pursuant to the Codes; ";

"2.2.4.C" Black Groups" means Black Companies and/or Black Entities; ";

"2.2.6A "Cash Contract" means collectively the Cash Invitation Application Form and the Cash Invitation Terms and Conditions or any form of contract.



entered into between a Shareholder and any purchaser of Sasol BEE Ordinary Shares as determined by Sasol in its sole discretion; "

"2.2.6B "Cash Invitation Application Form" means the Application Form for Sasol BEE Ordinary Shares ";

"2.2.6C "Cash Invitation Terms and Conditions" means the terms and conditions set out in Annexure 17 of the Sasol Prospectus that an applicant applying for Sasol BEE Ordinary Shares agrees to by submitting a completed and signed Cash Invitation Application Form;";

"2.2.14A "Funded Contract" means collectively the Funded Invitation Application Form and the Funded Invitation Terms and Conditions or any form of contract entered into between a Shareholder and any purchaser of Public Investco Ordinary Shares as determined by Sasol in its sole discretion; ";

"2.2.14B "Funded Invitation Application Form" means the Application Form for Public Investco Ordinary Shares";

"2.2.6B "Funded Invitation Prospectus" means the prospectus dated on or about 22 May 2008 in which Black People are invited to make offers, in terms of which, if accepted by Sasol the applicants will be allotted and issued Sasol BEE Ordinary Shares";

"2.2.14C "Funded Invitation Terms and Conditions" means the terms and conditions set out in Annexure 16 of the Public Investco Prospectus that an applicant applying for Public Investco Ordinary Shares agrees to by submitting a completed and signed Funded Invitation Application Form;";

2.3. deleting the all the words from "which define" in the third line of clause 2.2.5 to the end of clause 2.2.5.2.2;

2.4. inserting the words "and/or Black Groups" after the words "Black Person/s" or the words "Black People", as the case may be, wherever they appear in the Trust Deed except in clauses 2.2.5 and 7.1.1;

2.5. deleting the existing definition of "Sasol Invitation" and replacing it with:

"Sasol Invitation" means the invitation to Black People and/or Black Groups to make offers and which if such offers are accepted by Sasol, the successful applicants will be allotted and issued Sasol BEE Ordinary Shares";

2.6. deleting the existing definition of "Sasol Prospectus" and replacing it with:



"**Sasol Prospectus**" means the prospectus to be registered in accordance with the Companies Act on or about 22 May 2008, in which Black People and/or Black Groups are invited to make offers and which if such offers are accepted by Sasol, the successful applicants will be allotted and issued Sasol BEE Ordinary Shares";

- 2.7. deleting the existing definition of "**Sasol Invitation**" and replacing it with

"**Sasol Invitation**" means the invitation to Black People and/or Black Groups are invited to make offers and which if such offers are accepted by Sasol, the successful applicants will be allotted and issued Sasol BEE Ordinary Shares";

- 2.8. deleting the existing definition of "**Public Investco Invitation**" and replacing it with

"**Public Investco Invitation**" means the invitation to Black People and/or Black Groups are invited to make offers and which if such offers are accepted by Public Investco, the successful applicants will be allotted and issued Public Investco Ordinary Shares";

- 2.9. deleting the existing definition of "**Public Investco Prospectus**" and replacing it with

"**Public Investo Prospectus**" means the prospectus to be registered in accordance with the Companies Act on or about 22 May 2008, in which Black People and/or Black Groups are invited to make offers and which if such offers are accepted by Public Investco, the applicants will be allotted and issued Public Investco Ordinary Shares"; 2.9 deleting all the words from "**which define**" in the third line of clause 2.2.5 to the end of clause 2.2.5.2.2;

- 2.10. deleting the words "**(Funding of the Trust)**" at the end of clause 2.2.14 and replacing them with the words "**(First Trustee)**";

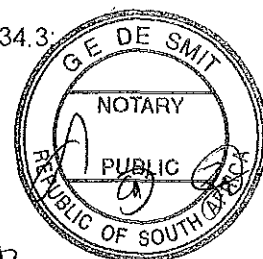
- 2.11. replacing the word "**people**" in the first line of clause 2.2.18 and replacing it with the word "**People**";

- 2.12. deleting the definition of "**Sasol Ordinary Shares**" in clause 2.2.26, and replacing it with:

"2.2.26 "**Sasol BEE Ordinary Shares**" means unlisted Sasol BEE ordinary shares of no par value in the stated share capital of Sasol";

- 2.13. deleting the words "**Sasol Ordinary Shares**" wherever they appear in the Trust Deed in their entirety and replacing them with the words "**Sasol BEE Ordinary Shares**".

- 2.14. deleting the word "**the**" before the word "**Public**" in the first line of clause 2.2.34.3;

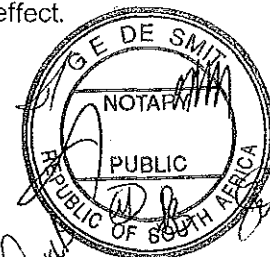


- 2.15. deleting the words **"for such number as notified in Writing by Sasol"** in the first line of clause 3.2.1 and replacing them with the words **"for the Public Investco Ordinary Shares and/or the Sasol BEE Ordinary Shares (as the case may be) not subscribed for by "Black Person/s and/or Black Groups by the Closing Date as contemplated in the Sasol Prospectus and/or Public Investco Prospectus (as the case may be)";**
- 2.16. deleting the words **"relevant Application Form"** in the third line of clause 3.2.2; in the the third line of clause 11.2 and in the sixth line of clause 11.2 and replacing them with the words **"Cash Contract and/or the Funded Contract (as the case may be)";**
- 2.17. deleting clause 3.2.3;
- 2.18. deleting the word **"one"** before the words **"of whom"** in the last line of clause 7.1.1 and replacing it with **25% (twenty five percent);**
- 2.19. deleting clause 7.1.2;
- 2.20. deleting the word **"or"** before the words **"Sasol"** in the last line of clause 8.1.13;
- 2.21. inserting the words **"to the extent that the Trust holds Public Investco Ordinary Shares and/or the Sasol BEE Ordinary Shares (as the case may be)** at the end of clause 8.1.13;
- 2.22. Inserting the words **"At any time during the Designated Period"** at the beginning of clause 11.3";
- 2.23. inserting capital letter **"D"** in the place with the small letter **"d"** at the beginning of clause 11.3
- 2.24. adding a new clause 11.4A  

"11.4A           "ensure that the purchaser of any Public Investco Ordinary Shares and/or Sasol BEE Ordinary Shares (as the case may be) to whom the Trust disposes of them signs a contract in a form approved by Sasol in writing;"
- 2.25. adding the words **","unless such Encumbrance has been approved by Sasol in writing"** at end of clause 11.6; and
- 2.26. replacing the word **"she"** with the word **"he"** in clause 12.1.

### 3. REMAINING PROVISIONS

The remaining terms and conditions of the Trust Deed shall remain of full force and effect.



4. EXECUTION IN COUNTERPARTS

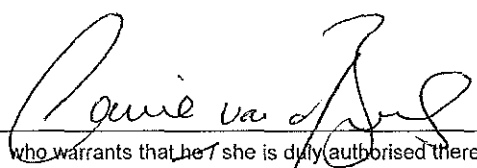
This Addendum may be executed in several counterparts, each of which shall together constitute one and the same instrument.

5. WHOLE AGREEMENT, NO AMENDMENT

- 5.1. This Addendum constitutes the whole agreement between the parties, concerning its subject matter.
- 5.2. No amendment or consensual cancellation of this Addendum or any provision or term thereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Addendum and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Addendum or of any agreement, bill of exchange or other document issued pursuant to or in terms of this Addendum shall be binding unless recorded in a written document signed by the parties. Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.
- 5.3. No extension of time or waiver or relaxation of any of the provisions or terms of this Addendum or any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Addendum, shall operate as an estoppel against any party in respect of its rights under this Addendum, nor shall it operate so as to preclude such party thereafter from exercising its rights strictly in accordance with this Addendum.
- 5.4. No party shall be bound by an express or implied term, representation, warranty, promise or the like not recorded herein.

SIGNED by the parties at the following places and on the following dates respectively:

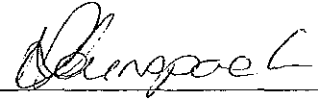
For **SASOL LIMITED**

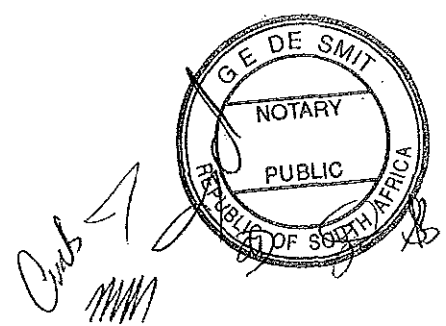
Signature:   
who warrants that she is duly authorised thereto

Name: CARINE VAN DEN BERG

Date: 20 MAY 2008

Place: ROSEBANK

Witness: 



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Witness:

For

SASOL LIMITED

Signature:

who warrants that he ~~she~~ is duly authorised thereto

Name:

CONSTANTINE MUTZURIS

Date:

20 MAY 2008

Place:

ROSBANK.

Witness:

Witness:

Signature:

Name:

ZAMILE DENGA

Date:

20-5-2008

Place:

Rosobank

Witness:

Witness:

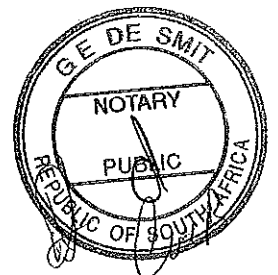


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