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Department	Assets & Operations Management
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WASAA TERMINALS OPERATING PHILOSOPHY

STORAGE CAPACITY ALLOCATION MECHANISM

DATE: 07 FEBRUARY 2023



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1. PURPOSE OF THE ALLOCATION MECHANISM

1.1. This allocation mechanism document is prepared in line with regulations 3(6) to 3(9) of the regulations made under the Petroleum Pipelines Act, 2003 (Act No. 60 of 2003) ('PPA'). The purpose of this allocation mechanism is to outline rules and establish procedures to be followed in the event there is uncommitted capacity for 3rd party access in the Wasaa Terminals (Pty) Ltd (Wasaa) storage facility located at 8 Military Road, Westbank, East London in Eastern Cape Province.

2. DEFINITIONS

- 2.1. **“Dead/unpumpable Stock”** means the stock that cannot be extracted from the tank (normally below the discharge point of a tank).
- 2.2. **“Facility”** means the licensed storage facility of Wasaa Terminals (Pty) Ltd and its auxiliary equipment that is or is intended to be used for the storage of petroleum products.
- 2.3. **“Licensee”** means any person holding a licence granted by NERSA under the Petroleum Pipelines Act, 2003 (Act No. 60 of 2003) ('PPA').
- 2.4. **“NERSA”** means the National Energy Regulator established by section 3 of the National Energy Regulator Act, 2004 (Act No. 40 of 2004).
- 2.5. **“Operating Capacity”** means the stock capacity available for operation and exclude any dead/unpumpable stock in the tank.
- 2.6. **“Operating Stock”** means the stock required to operate on a day to day basis based on the replenishment cycle to the facility.
- 2.7. **“Petroleum Products”** means any liquid petroleum, fuel and any lubricant, whether used or unused, and includes any other substance which will be used for a purpose for which petroleum fuel or any lubricant may be used.
- 2.8. **“Petroleum”** means crude oil and petroleum products.
- 2.9. **“Safety Stock”** means a level determined to ensure continuous supply of stock to Wasaa customers in the event of a delay in the replenishment plan of stock to the facility.
- 2.10. **“Third-Party”** means any company or person other than the sole or co-owner of the petroleum storage facility, who is interested and/or affected or has access to petroleum facilities.
- 2.11. **“Third-Party User Agreement”** means the standard agreement prescribing the minimum terms and conditions of use of the facility that is entered into between the licensee accepting a Third-Party request for use of the facility and the Third-Party.
- 2.12. **“Uncommitted Capacity”** means capacity determined by the National Energy Regulator of South Africa ('NERSA' or 'the Energy Regulator') that is not required to meet contractual obligations.
- 2.13. **“User”** means a Third Party that has been granted, and is for the time then utilising capacity in the facility.


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3. PREAMBLE

- 3.1. WASAA Terminals (Pty) Ltd (hereinafter referred to as 'WASAA') is a subsidiary company of WASAA Proprietary Limited ('WASAA Gasses'). WASAA is a private company with registration number **2006/013897/07**, duly incorporated in accordance with the laws of the Republic of South Africa, having its registered address at 2 Tanjovan Street, Kya Sands, Johannesburg.
- 3.2. The parent company being WASAA Gasses is an independent, black-women owned, control and managed Broad-Based Black Economic Empowerment (B-BBEE-Level 1) petrochemicals company driving growth through diversification. WASAA Gasses is a leading, emerging commodity trader in South Africa, with a global position and a primary focus on the marketing and trading of crude oil and petroleum products [Liquified Petroleum Gas ('LPG'), Petrol and Diesel, Jet fuel, Heavy fuel oil, Bitumen Propane] across the African regions.
- 3.3. During August 2017, BP Southern Africa Proprietary Limited (hereinafter referred to as 'LICENSEE A') accepted WASAA Gasses offer to acquire, as a going concern, the petroleum storage facility mentioned in paragraph 1.1. The petroleum storage facility mentioned in paragraph 1.1 is presently licensed by NERSA to LICENSEE A, since 5 November 2007 (**licence number: PPL.sf.F3/14/2/2006**).
- 3.4. The aforementioned storage facility consists of:
- the petroleum storage tanks used for storing petroleum products for oil companies to service the greater Eastern Cape bulk fuels market;
 - road & rail gantries and auxiliary equipment to facilitate the operations of the tank farm; and
 - Office buildings to accommodate personnel supporting the day to day operations of the storage facility.

4. LEGAL REQUIREMENTS

- 4.1. Section 20(1)(n) of the Petroleum Pipelines Act, 2003 (Act No. 60 of 2003) ('PPA') states that: *"third parties must in the manner prescribed by regulation have access on commercially reasonable terms to uncommitted capacity in storage facilities: Provided that an applicant for a storage facility licence or an amendment of such licence may elect to give users access to the facility on the basis that the capacity is shared among all users in proportion to their needs"*.
- 4.2. In terms of section 4(g) of the PPA, NERSA is empowered to: *"monitor and take appropriate action, if necessary, to ensure that access to petroleum pipelines, loading facilities and storage facilities is provided in a non-discriminatory, fair and transparent manner"*.

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4.3. Wasaa endeavoured to comply with section 20(1)(n) of the PPA and the regulations regarding 3rd party access.

5. INTRODUCTION

5.1. Wasaa is aware that it must lodge with NERSA its allocation mechanism for uncommitted capacity as soon as the operation licence has been issued to Wasaa. In view of the exchange transaction taking place, as a going concern, between Wasaa and BPSA, it is vital that the allocation mechanism be in place for Wasaa to be able to operate its facility.

5.2. Furthermore, Rule 19(1) of the Rules made under the PPA states that: *“the licensee must publish information relating to uncommitted capacity at its petroleum storage facility as and when directed by NERSA”*. Upon approval by NERSA, Wasaa will publish the allocation mechanism on its website to enable potential customers to understand the procedure for obtaining 3rd party access to the facility.

5.3. The development of this allocation mechanism has been guided by the **“Allocation Mechanism Guidelines for Third Party Access to Petroleum Storage Facilities”** published by NERSA. Furthermore, in fulfilling this obligation, Wasaa considered the requirements of Regulations 3(8) and 3(9) of the Regulations made under the PPA (‘the Regulations’). Regulation 3(8) states that: *“the allocation mechanism must include:*

- a) *a tariff schedule;*
- b) *contractual terms and conditions regarding use and payment;*
- c) *technical requirements for access to the storage facility; and*
- d) *the process to be followed by a third party when requesting access”*.


5.4. Regulation 3(9) states that: *“an allocation mechanism must:*

- a) *be commercially reasonable;*
- b) *be operationally reasonable;*
- c) *apply ‘first come, first serve’ principle;*
- d) *apply ‘use-it-or-lose-it’ principle;*
- e) *not discriminate on any grounds as contemplated in section 21 of the PPA; and*
- f) *be technically feasible”*.

6. STORAGE CAPACITY ALLOCATION MECHANISM

6.1. Tariff Schedule

6.1.1. On 6 July 2022, the National Energy Regulator of South Africa made a decision to approve the tariff applied for by Wasaa for its petroleum storage facility mentioned in paragraph 1.1.

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6.1.2. The approved tariff was based on NERSA's Tariff Methodology Version 4. The tariff approved by NERSA is shown in Table 1 below.

Table 1: The approved tariff

Name of Licensee	Location	Tariff (cpl)
Wasaa Terminals (Pty) Ltd	East London in Eastern Cape Province	20.74

6.1.3. The approved tariff is a maximum tariff and is exclusive of Value Added Tax (VAT).

6.1.4. It is worth noting that in terms of section 28 of the PPA, a licensee may request NERSA to review its tariff from time to time and may submit a proposal to NERSA in this regard and such proposed tariff if set or approved comes into effect from that date. Furthermore, a licensee may not charge a tariff for the licensed activity in question other than that set or approved by NERSA.


6.1.5. At the time of compiling this allocation mechanism, Wasaa had uncommitted capacity to allow 3rd party access in its facility. In the event there is any potential 3rd parties granted access, Wasaa will charge the applicable tariff approved by NERSA.

6.1.6. The tariff schedule is available for public view in Wasaa's official office address where the facility is situated. This information is also published by NERSA on its website www.nersa.org.za under Petroleum Pipelines>Tariffs>Storage Facilities Tariff Decisions Current.

6.2. CONTRACTUAL TERMS AND CONDITIONS FOR USE

6.2.1. All parties are required to agree and sign the contractual agreement setting out the terms and conditions for accessing the storage facility. The contractual agreement includes, but not limited to the following criteria:

- Allocation of uncommitted capacity;
- Storage capacity scheduling and planning;
- Volumes to be stored;
- Product type and quality;
- Custody of petroleum products;
- Amendments to the contractual agreement;
- Technical requirements for access to the facility;
- Process to be followed by 3rd parties when requesting access; and
- Amendments to the contractual agreements etc.

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6.3. ALLOCATION OF UNCOMMITTED CAPACITY

6.3.1. 3rd party access will only be allowed if the 3rd party has all contracts in place for the importation and transportation of petroleum products. A 3rd party user must prove that it has capacity as well as the contractual capacity to remove petroleum products being stored in order to ensure stock rotation. A 3rd party user must also prove the reliability of supply of petroleum products from reliable source. Wasaa will use the following allocation rule principles:

- **First come, first served principle** - all products shall be received into the facility on a first come, first served basis. Any deviation is to be agreed upfront between Wasaa's and 3rd party user to ensure maximum operational efficiency. This implies that applications from 3rd parties that comply to all requirements as stipulated in this allocation mechanism will be assessed and granted access to the facility only if uncommitted capacity is available; and
- **Use it or lose it principle** - in order to ensure operational optimisation of the facility, Wasaa will implement monitoring systems to ensure that 3rd party users utilise capacity as per the agreed terms and conditions. A 3rd party user that defaults on this arrangement by failing to utilise its share allocation capacity shall forfeit it to a qualifying applicant whose requirements were met but not granted access due to unavailability of capacity.

6.4. STORAGE CAPACITY SCHEDULING AND PLANNING

6.4.1. Wasaa shall develop rules and procedures for discharging and storing products into the facility by 3rd party users.


6.4.2. Wasaa shall not be obliged to load, store and/or discharge any product:

- except by such means that is reasonable satisfactory and in accordance with Wasaa's standard procedures for storing that product in its facility; and
- unless the 3rd party user has concluded the 3rd party user agreement in writing with Wasaa for the product concerned.

6.5. VOLUME TO BE STORED

6.5.1. Wasaa shall specify a reasonable window within which a particular quantity of product has to be stored or delivered. Wasaa shall have no obligation to store in respect of that quantity outside that window or in excess of the agreed quantity.

6.5.2. Should 3rd parties fail to load, store and/or discharge or store the agreed quantity of any product at the facility, it shall not be entitled to any refund or credit in respect of the unutilised access to the facility.

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6.5.3. Wasaa shall indicate the process of metering the product into the storage facility and the user shall carry the entire risk/liability in respect of measurement losses, leaks and spills due to negligence, standard loss or evaporation howsoever caused.

6.5.4. 3rd parties will be required to guarantee the minimum throughput, failing of which, 3rd parties will be liable for the full tariff applicable as if the facility has been utilised.

6.5.5. Wasaa shall apply procedures at the facility for the adjustment of volumes based on temperatures and densities of product loaded, stored and/or discharged.

6.6. PETROLEUM TYPE AND QUALITY

6.6.1. Products stored at the Wasaa's facility must comply with the following core petroleum industry standards:


- all petrol grades to meet SANS 1598-2006 NAAMSA specs;
- all diesel grades to meet SANS 342-2006 NAAMSA specs;
- all IP grades to meet SANS 1913-2008 specs; and
- all aviation grades to meet DEF-Stan 2494.

6.6.2. Incoming product shall be sampled and tested against acceptance tests to check any contamination that could have occurred in-transit. The grades are to conform to the latest revisions of the SANS. Further, Wasaa's approved product specs are subject to change and any such change will be communicated to both the 3rd party and NERSA.

6.6.3. No product shall be taken into the facility by any 3rd party user unless and until it has been tested to the reasonable satisfaction of Wasaa's and it is satisfied that the product meets the applicable product specifications and is free from contamination.

6.6.4. On receipt of a product, Wasaa will test the product to establish whether it conforms with Wasaa's product specifications.

6.6.5. Wasaa undertakes, as and when so requested by the 3rd party user, to provide the 3rd party user in writing with such specifications. If the test reveals that the product does not conform with Wasaa's product specifications, Wasaa may refuse to store that product at its facility without any recourse from the 3rd party user. If a 3rd party user requires a special test to test the quality of the product, that 3rd party user shall be liable for the cost for such test.

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6.6.6. A 3rd party user introducing a new product not previously stored at the facility shall only do so with the prior written approval of Wasaa's board of directors. Furthermore, before introducing such product, it would be required that the 3rd party user provides full details of the product in advance to Wasaa in order for it to comply with all legal obligations and other Health, Safety, Security and Environment (HSSE) procedures and codes of practice, in particular, the Occupational Health and Safety Act No. 85 of 1993.

6.7. CUSTODY OF PETROLEUM PRODUCTS

6.7.1. As the host, Wasaa shall manage stock at the facility and as such risks for product losses shall be borne by the 3rd party user responsible for arranging or contracting the product replenishment transportation. The volume of product received shall be measured by the mass flow meters at the facility. Dispatch quantities will also be measured via the flow meters at the gantry.

6.7.2. Notwithstanding anything to the contrary herein, Wasaa shall not be obliged to take any product into the facility for any 3rd party user if that would require mixing it with other products, with which it may be incompatible in any form whatsoever.

6.8. AMENDMENTS TO DOCUMENTATION

6.8.1. Wasaa may at any time and from time to time alter to the provisions of this allocation mechanism.


6.8.2. Wasaa shall specify how amendments by the 3rd party user will be handled and shall specify the period before receipt or dispatch during which no amendments should be made. This shall be based on Wasaa's scheduled plan taking into consideration the effect that such amendments may have on the scheduled plan.

6.9. CONTRACTUAL TERMS AND PAYMENT CONDITIONS

6.9.1. The contractual terms and conditions of payment shall be incorporated in the 3rd party user agreement which will outline the framework to be agreed by both parties.

6.9.2. Wasaa storage facility shall store product for a period as specified in the 3rd party user agreement and should the specified period be exceeded the "use it or lose it" principle will apply.

6.9.3. The 3rd party user shall pay the invoiced amounts due to Wasaa as per negotiated terms and conditions stated in the 3rd party user agreement. In the event of any payment not being made on due date, the amount due and owing shall bear interest at prime rate and shall be calculated from the day that such amount is due until the date of payment.

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6.9.4. NERSA approved tariff shall apply to calculate the amount payable based on volume stored.

6.9.5. All payments to Wasaa must be made by electronic funds transfer (EFT) into Wasaa's nominated bank account. A 3rd party user shall use the customer account number allocated to it by Wasaa as a reference for such payment

6.9.6. Tax Invoice format – it shall contain the following information, where applicable:

- Details of the terminal manager or terminal operator,
- Contracting party name and address;
- Date of invoice;
- Delivery date;
- Reference number allocated to each upliftment;
- Quantity handled by Wasaa during applicable invoicing period;
- Applicable tariff as approved by NERSA;
- VAT, where applicable; and
- Price and applicable exercise duties etc.

6.9.7. The 3rd party user seeking access to the storage facility should be registered as a wholesaler of petroleum products in terms of Act No 120 of 1977 or be in possession of a valid license issued by the Department of Mineral Resources and Energy (DMRE).


6.10. **NON - ADHERENCE WITH ALLOCATION MECHANISM**

6.10.1. Should a 3rd party user not adhere to this allocation mechanism, the following remedies will apply:

- Common law remedies will apply, were appropriate;
- If a 3rd party user exceeds a portion of the allocated ullage for a period exceeding that agreed, such 3rd party user must:
 - rectify the situation as soon as possible,
 - accept accountability for all costs incurred or to be incurred, and
 - all direct costs associated with the impact on Wasaa's ullage constraints.
- The 3rd party user will be liable for all consequential losses that might be suffered by Wasaa as a result of the 3rd party user non-adherence with this allocation mechanism.

6.11. **ADHERENCE TO APPLICABLE LAWS AND RULES**

6.11.1. A 3rd party user must warrant that it is always willing to comply with all laws and policies applicable to the distribution and handling of petroleum products, including, but not limited to, all South African Revenue Service (SARS), the Department of Mineral Resources and Energy (DMRE), NERSA and the Department of Trade and Industry (DTI) requirements.

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6.11.2. Furthermore, a 3rd party user must at all times adhere to Health, Safety, Environment and Quality (HSEQ) rules.

6.12. TECHNICAL REQUIREMENTS FOR ACCESS TO THE FACILITY

6.12.1. A 3rd party user shall be obliged to comply with all requirements and/or operational standards developed by Wasaa.

6.12.2. Other general technical requirements that will be considered in case there is a potential request for 3rd party access into the facility:

- **Due diligence requirements** – Wasaa's compliance procedures shall be followed by all potential 3rd party users. Therefore, all potential 3rd party users (upon receipt of the application form marked as **ANNEXURE A**), who meet the basic operational requirements will be screened through Wasaa's internal corporate screening processes.
- **Product specifications requirements** - product entering Wasaa's storage facility will have to adhere to South African National Standards (SANS) standards. Only products that meet the required standard and quality specifications shall be allowed into the facility.
- **System requirements** - before allowing any 3rd party access, Wasaa will have to put systems in place that will assist in managing 3rd party users' transactions, product movements and accurate data transfers between 3rd party users. Therefore, a 3rd party user will also be required to have its systems in place and comply with applicable industry standards.
- **Insurance** - Wasaa will not provide any insurance cover for products stored at its facility and therefore the requirements for 3rd parties' users regarding insurance cover will be outlined in their specific contracts or agreements. Each party shall assume responsibility for insuring its own product against possible losses or damages while in the custody of Wasaa storage facility.
- **Replenishment methods** - there will be specific instructions for receiving and uplifting products into the facility. Wasaa is not obliged to receive into or store any product, without the quality certificate proving that the product meets the agreed minimum specifications. There shall be accurate and timely recording of transactions for a 3rd party user account and timely corrective actions taken on errant transactions when identified.

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7. ACCESS REQUIREMENTS FOR DRIVERS AND TRUCKS TO THE FACILITY

7.1.1. Transportation contractors delivering and/or uplifting product from Wasaa facility must comply with the required safety standards as per Wasaa's Safety Health Environment Risk and Quality (SHERQ) policy. This process is meant to ensure that all fleet operators have a safety management system in place and comply with safety and environmental legislation.

7.1.2. All vehicles entering the facility will be inspected according to the standard procedures set by Wasaa. Vehicles that meet the standard procedures will be issued with a Safe Loading Pass (SLP) prior to entry, loading or discharging on site and the SLP will be valid for a period of 12 months.

7.2. All drivers entering the Wasaa must be inducted and trained regarding site specific safety rules and regulations. This may include the following:


- General site induction;
- Emergency response plan (ERP) training;
- Basic firefighting training;
- Transfer processes and procedures;
- HSSE practices in product handling and control;
- Road transport related policies i.e. drug and alcohol policy;
- Driver defence training and
- Safe discharge and loading procedures must be adhered to at all times.

7.3. All drivers entering the facility must be in possession of the following documents:

- Valid drivers' licence;
- Copy of identification document;
- Valid South African professional driving permit (PDP) for dangerous goods;
- Valid medical certificate declaring that the driver is medically fit to operate the vehicle;
- Safe Loading Pass certification;
- Fire permit for vehicle;
- Dangerous goods declaration;
- Documented emergency procedures; and
- Other documents that may be required by Wasaa to be presented at all times during the delivering and collecting of product.

8. PROCESS FOR REQUESTING 3RD PARTY ACCESS

8.1. When it is technically feasible to allow 3rd party access, all interested 3rd parties requiring access to the storage facility are required to comply with the following:

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8.2. Interested 3rd parties must first contact Wasaa regarding the allocation of uncommitted capacity and access to the storage facility. All applications for uncommitted capacity allocation shall be addressed to the attention:

Contact details:

Name: Nokwanele Qonde

Designation: Managing Director

Address: Postal: P. O. Box 382, Ruimsig, Johannesburg, South Africa, 1732

Business: Military Road, Wesbank, East London

Email: nokwanele@wasaa.co.za

Office number: Office: 011/708-0538

8.3. Wasaa will accept either a registered letter or an email as a method of correspondence.

8.4. Interested 3rd parties will be required to complete an application attached hereto as **ANNEXURE A**.


8.5. The application form must include the following information:

- Full registered name of the applicant;
- Trading name of the applicant (if different from the registered name);
- Registration number and contact details of the company;
- Name of the mandated representative (if applicable). Attach documentary proof of mandate given to represent the company. The details of mandated representative must include:
 - Designation
 - Full Names
 - Telephone Number
 - Fax Number
 - Email address
 - Capacity required to be stored per product; and
 - Monthly volumes as well as weekly schedule for storage and uplifts.

8.6. In assessing the application form by a 3rd party user, Wasaa will perform the following:

- Anti-corruption due diligence
- Product specification
- Bulk vehicle and bulk vehicle operator HSSE requirements
- Agreed contractual terms and conditions etc.

8.7. A 3rd party user must also provide confirmation of its capacity to procure, handle and distribute petroleum products and must also comply with the following:

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- A 3rd party user must be registered as wholesalers of petroleum product as set out in the Petroleum Products Act 120 of 1977 (as amended) and a copy of the wholesale licence must accompany the application form.
- A 3rd party user must be in a position to prove financial stability and Wasaa reserves the right to verify the details provided.
- A 3rd party user must prove and provide certificates confirming their BEE status as per the Liquid Fuels Charter.
- A 3rd party user must be willing and be able to submit any information stipulated in the licence conditions as imposed by NERSA.

8.8. Preference will be given to historically disadvantaged South Africans (HDSA's), who meets the criteria.

8.9. A 3rd party user is required to provide all relevant supporting documents stipulated in the application form.

8.10. Documents submitted together with the application form will be screened and vetted. The vetting process shall include but not limited the following:

- Credit vetting;
- Anti-money laundering;
- Anti-bribery vetting;
- Sanctioned country and politically exposed persons;
- Legal contract; and
- HSSE vetting.


8.11. Wasaa will respond to all applications by 3rd party within a period of 30 days of receipt of the request via email or registered letter.

9. MAINTENANCE AND INTERRUPTIONS

9.1. The Terminal manager/operator will be responsible for communicating the twelve (12) months maintenance plan, that may influence 3rd parties' users. In cases of unplanned interruptions (breakdowns), the Terminal Manager will communicate to all users immediately.

10. TREATMENT OF CONFIDENTIAL INFORMATION


10.1. At the time of planning process and operation of the facility, information will be shared that may be deemed confidential. Accordingly, no 3rd party user must disclose confidential information, without written consent of the owner of the confidential information. Confidential information shall include, but

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not limited to the details of agreement between the 3rd party user and Wasaa, the information handled over during the course of negotiations, as well as the details of planning volumes, operating procedures etc. All potential 3rd parties' users are obliged to sign a Non-Disclosure Agreement (NDA) with Wasaa.

11. CONCLUSION

11.1. This allocation mechanism does not imply that there is any automatic uncommitted capacity for 3rd party access in the Wasaa's storage facility. Currently, there is potential uncommitted capacity. Wasaa submits that it is continuously trying its best to comply with both section 20(1)(n) of the PPA and the regulations regarding 3rd party access.

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ANNEXURE A

APPLICATION FORM FOR REQUEST OF THIRD PARTY ACCESS TO THE FACILITY

Please complete this application form. Note that an incomplete application for will not be processed.

1. FULL NAME OF APPLICANT

.....
 hereby apply for access to the Wasaa Terminals' storage facility and submit the following information:

TYPE OF ENTITY (please tick one)

Private company

Public company

State owned company

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

Company registration number:

.....
 VAT registration number:

.....
 Trading name (if different from the above):

.....
 Holding company (if applicable):

CONTACT INFORMATION

Company address:

.....

Telephone number:

.....
 Fax number:

.....
 Email (if applicable):

.....



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CONTACT PERSON

Full Names:

.....

ID Number:

.....

Designation:

.....

Cell:

.....

Telephone number:

.....

Fax number:

.....

Email (if applicable):

.....

2. ACCESS REQUIREMENTS

Storage capacity required:

.....

ARRIVAL OF THE PRODUCT

Date:

.....

Time:

.....

Duration that the product will be stored at the storage facility:

.....

Mode in which the product will be loaded and/or discharged into the facility:

.....

Mode in which the product will be dispatched from facility:


.....

VOLUME OF PRODUCT TO BE STORED

Volumetric capacity of product in cubic meters (m³) or in litres:

.....

Product type and quality:

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Specification			
Subject	Storage capacity allocation mechanism		

The applicant agrees that the product must comply with all product specifications as outlined in the third party user agreement and in this allocation mechanism document.

Agree:

3. TERMS AND CONDITION OF ACCESS TO THE FACILITY

By making this application, the applicant acknowledges that it has read, understood and accepts the terms and conditions of use of the facility as outline in the allocation mechanism document and third party user agreement.

SIGNED for and on behalf of **Wasaa Terminals (RF) (Pty) Ltd** this -----day of -----, herein represented by -----in his capacity as -----he being duly authorised thereto

For: Wasaa Terminals (RF) (Pty) Ltd

SIGNED by the **Third-Party User** this -----day of -----, herein represented by -----in his capacity as -----he being duly authorised thereto

For: 3rd Party User