

APINEZURE 141

# USE AGREEMENT LITTLE EDEN SHARE BLOCK LIMITED COMPANY NUMBER 72/01989/19

The company and the member hereby contract on the ferms and conditions set out herein

# SCHEDULE OF DEFINITIONS

1.	Unless Inconsistent with or otherwiness meanings assigned to them hereun	ise indicated by the context, the following words and expressions shalf bear the der.
1.1	"The company"	LITTLE EDEN SHARE BLOCK LIMITED
1.2	"The member"	its successors
ţ. <b>z</b>		and assigns.
1.3	"The share block"	Share Block No
1,4	"The Property"	Portion 46 (a portion of portion 1) of the farm De Tweedespruit 418, Registration Division J.R., Transvasi, measuring 26,1228 hectares, Portion 48 (a portion of portion 1) of the farm De Tweedespruit 418. Registration Division J.R., Transvasi, measuring 34,8651 hectares, Portion 49 (a portion of portion 1) of the farm De Tweedespruit 418, Registration Division J.R., Transvasi, measuring 71,0922 hectares, Portion 7 (a portion of portion 2) of the farm De Tweedespruit 418, Registration Division J.R., Transvasi, measuring 8,8551 hectares, Remaining Extent of Portion 2 of the farm De Tweedespruit 418, Registration Division J.R., Transvasi, measuring 28,1228 hectares. Portion 162 of the farm Deornkrasi 42 Registration Division J.R., Transvasi
1.5	"The developers"	Figiree Developments CC
1.6	"The buildings"	the buildings known as Little Eden which are on the property
1.7	*Unit*	any chalet in the buildings on the property, which is furnished pursuant is clause 2.6 below and which provides sleeping accommodation for either four, six or eight persons and which is linked to a share block pursuant to the Articles of Association of the company
1.8	The movables'	means the furniture, fixtures, furnishings, bed linen, refrigerators and other movable items in the section from time to time.
1.9	'The plans'	the plans annexed hereto
1.10	"The exclusive use areas"	the terraces, stoops and balconies allocated to the sections on the plans
1.11	The levy quota*	the fraction used as the basis for determining the member's share of the costs and expenses contemplated in Section 13,1) of the Act and which is reflected in Amexica B1.
1.12	The effective of te	is the date of Architecto Continuate or Controllon (which date within two years from date of signalars, hereoff or the district of the controllong

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1.33	fre Att	The Share Blacks Cognition (198	
1.14	The Sectional Titles Act	The Sectional Titles Act.1971	
1.15	The Rules	the Rules (including any House Rules and Regulations made therenation, contained in Schedule 1 and Schedule 2 of Annexure 181 netato or 11, amendment thereof from time to time in force	
1.16	"The directors"	the directors of the company	
1.17	"Levy fund"	the fund established by the company in terms of Section 13 of the Act	
1.18	"The scheme"	the share block scheme operated by the company in respect $c^2/\psi_{\rm e}$ buildings owned by it	
1.19	'Use'	use as contemplated by the Acts	
1.20	The time unit	the period of one week set out in the schedule annexed hereto marked B1, commencing at14h00 on Friday and terminating at 10h00 on the following Friday and where week 1 commences on the first Friday in January of each year;	
1.21	"The operating company"	Figtree Developments CC	
1.22	"The Architects Certificate"	The certificate issued by the Architects in respect of the chalets which have not yet been erected, certifying that they have been erected in accordance with the approved plans and that they are suitable for occupation and in respect of the chalets which have not yet been erected certifying, as and when the chalets have been erected, that they have been erected in accordance with the approved plans and that they are suitable for occupation.	
1.23	"The manager"	the person appointed from time to time to manage and supervise the Property and the scheme conducted thereon.	
1.24	common property, include the memb	nen used in the context of the occupation and use of the section and user, any persons to whom the member has temporarily or permanent; terms thereof and the members of their respective families, their invitees, id agents.	
1.25	Words signifying the singular shall incl the other.	ude the plural and vice versa and words importing one gender shall include	
1.25	Save as provided herein, or unless the context otherwise requires, words and obtases defined or used to the Author the Sectional Titles Act shall have the same meanings in this agreement.		
1.27	The clause headings in this agreement account in interpreting it.	have been inserted for reference purposes only, and shall not be taken that	
2.	OCCUPATION		
2.1	From the effective date the member shi provisions of this agreement :	all for as long as the continues $\gamma$ . With $t_{ij}$ is the colorly and purpose $\mu$ $m$	

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X 1	X4E	7	
	X46	3.3	
Ž.	X47	( 1)	280
X	X46	(1)	280
X.	X49	(1)	230
×	<b>X</b> 50	(1)	280
X	X51	(1)	283
Х	X52 ~	(1)	280
	TOTAL	52 ,	
		X <u>75</u>	

#### NOTES:

Schedule A1 reflects shareblock No. 1 consisting of all the ordinary 'A' shares which
entitles the holder of Shareblock number 1 to all the unsold weeks and the maintenance
weeks if any,the administration centre and the right to occupy and develop all to
undeveloped property of the company in terms of the approved building plans.

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In respect of 4 & 6 sleeper chalets the levies for the corresponding weeks shall be as follows:

4 Sleeper: R140,00 6 Sleeper: R210,00

 Schedule A2 reflects the strandblock number and in brackets the number of a large in the shareblock for the relevant unit and time period. The X factor denotes the unit number which becomes the prefix to the share block number. Units shall be numbered 1.45.75.

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# ANNEXURE :

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Shareblock Humber of Shares Lo.
1 7500 NT

# ANNEXURE 14...

Unit No.	Shareblock Number	Number of Shares	Initial Manually Levy
x	X 1	(1)	286
X	X2	(1)	280
χ	Х 3	(1)	260
X	X 4	(1)	280
X	X 5	(1)	280
X	Χδ	(1)	280
X	X 7	(1)	280
X	X 8	(1)	280 280
X	X 9 X10	(1) (1)	280
X X	X11	(1)	280
x	X12	(1)	280
x	X12	(1)	280
x	X14	(1)	280
X	X15	(1)	280
X	X16	(1)	280
Х	X17	(1)	260
X	X18	(1)	260
X	X19	(1)	260
X	X20	(1)	280
X	X21	(1)	280
X	X22	(1)	280
X	X23	(1)	286
X	X24	(1)	280
X	X25	(1)	280 280
X X	X26	(1) (1)	280
X	X27 X28	(1)	280
x	X29	(1)	280
x	X30	(1)	286
X	X31	(1)	280
X	X32	(1)	280
X	X33	(1)	280
X	X34	(1)	280
Х	X35	(1)	280
Х	X36	(1)	280
X	X37	(1)	280
X	X38	(1)	280
X	X39	(1)	280
X	X40	(1)	280
X	X41	(1)	10
X	X42	(1)	941
Х	X.F.	(1)	4. *
٨	X 1.1	(1)	

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sacured or unsecured.

the Directors the Company the Board of Directors of the Company

"General Meeting" the Annual General Meeting or an Extraordings

General Meeting of the Company, as the case name

be.

"Annual General Meeting" the Annual General Meeting of the Company duly

called and constituted or any adjournment thereof.

"Extraordinary General Meeting" an Extraordinary General Meeting on the Company

duly called and constituted or any adjournment

thereof.

"joint holders of shares" registered holders of any share as provided for in

Article 4 of the Articles.

"Member" the registered holder of a share in the Company.

"the Memorandum" the Memorandum of Association of the Company

as amended from time to time.

"the office" the registered office for the time being of the

Company.

"person" includes a body corporate, a company or

association of persons as the case may be.

"Secretary" the Secretary of the Company for the time being or

any authorised person acting in his place and includes any person authorised by the Directors to

carry out any of the duties of the Secretary.

"sign" includes the reproduction of a signature, printing

with an india-rubber stamp or other kind of stamp.

or any other mechanical means.

"the Act" the Companies Act, 61 of 1973 (as amended)

"the Company in General Meeting" the Company acting by an ordinary resolution

passed at a General Meeting

"the Register" the Register of Members of the Company kept at

the office or at such other place as may be

authorised by the statutes or these presents.

"these presents" the Articles of Association of the Company for the

time being in force

"writing" includes printing, typewriting, lithography or 😁

other mechanical process or partly one and plus.

the other process.





- Where two or more persons hold one or more shares of the company jointly they is not treated as a single member.
  - 2.1 The directors shall have regard to the restrictions on the commencement of business imposed by section 172 of the Act.

#### SHARES AND CERTIFICATE OF SHARES

- 3.1 The authorised share capital of the company is R11 800,00 divided into 7900 ordinary par value "A" shares of R1,00 each, apportioned to 1 share block numbered 1 in accordance with the schedule annexed hereto marked "A1" and 3900 ordinary par value "B" shares of R1,00 each apportioned to 3900 share blocks numbered 1.1 to 75.52, in accordance with the schedule annexed hereto provided Annexure "A2".
- 3.2 The shares comprising each share block shall confer on the holder for the time being of each share block the right of use of the section, parking facilities and such other part of the company's immovable property for residential purposes only and the use/s ancillary thereto as is/are specified in the schedule annexage "A" hereto on the terms and conditions contained in a Use Agreement entered into or to be entered into between the company and such holder.
- Save as is otherwise hereinafter provided for and subject to the provisions of the Share Blocks Control Act, and without prejudice to any special rights previously conferred on the holders of existing shares in the company, any share may be issued with such preferred, deferred or other special rights or subject to such restrictions (whether in regard to dividend, return of share capital or otherwist as the company may from time to time determine and the company may determine that any preference shares shall be issued on the condition that they are or are at the option of the company liable to be redeemed. The company shall not have power to issue share warrants to bearer.
- If at any time the share capital is divided into different classes or shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may be varied with the consent in writing of the holders of three-quarters of the issued shares of that class, or with the sanction of a resolution passed at a separate general meeting of the holders of the shares of that class and the provisions of Section 199 of the Act shall mutatis mutandis apply to the said resolution and meeting as if the resolution were a special resolution. To every such separate general meeting the provisions of these regulations relating to the general meetings shall mutatis mutancies apply, but so that, unless the class consists of one member only, the necessary querum shall be two persons at least holding or representing by proxy one-third of all the issues shares of the class.
- 5. Every person whose name is entered as a member in the register of members shall without payment, be entitled to a certificate for all the shares registered in his name. Thereafter such person shall be entitled to subsequent certificates in respect of the consecution more of the shares held by him, but for every such subsequent certificate the consecution may make such charge as they may from time to time think fit.

If a share certificate be destroyed or lost, or has become Headile, anomalous Hilbert to issued on payment of such charge as the direct to may from time to it condition that the member applying therefore a lobbest approximation of the flow of the such a structure,  $\sigma$ 



company against such claims as may arise in consequence of the further large of this certificate.

- Share certificates shall be issued under the authority of the directors in such manner and form as they from time to time prescribe. If any shares are numbered all such shares shall be numbered in numerical progression beginning with the numbers one, and each share shall be distinguished by its appropriate number, and if any shares are not numbered all share certificates in respect of such shares shall be numbered in numerical progression and each share certificate distinguished by its appropriate number and by the endorsement required under Section 95(2) of the Act.
- 8. A certificate for shares registered in the names of two or more persons shall be delivered to the person first named in the register as a holder thereof and delivery of a share certificate to that person shall be sufficient delivery to all joint holders of that share.

# TRANSFER AND TRANSMISSION OF SHARES

- 9.1 No share may be transferred except simultaneously with and to the same transferred as the whole of the other shares included in the same share block and together with the transfer, cession and assignment of:
  - 9.). I the relevant portion of the foan obligation allocated to the share block in question, and
  - 9.1.2 the Use Agreement pertaining to the share block in question, and the assumption by the transferee of all the transferor's obligations thereunder.
- 9.2 Save as otherwise provided in these Articles, no share may be transferred to any transferred without the prior consent and approval of the directors of the company, which consent shall not, however, be unreasonably withheld. This article shall not apply, however, to the transfer of any shares by a member or by his executors or administrators or other legal representatives to the spouse or any descendant or ascendant of such member. No such consent shall the necessary for the transfer of shares held by the share block developer.
- 10. The instrument of transfer of any shares in the company shall be in the form which the directors approve and shall be executed by both the transferor and the transferee but the directors are entitled to waive the requirement of the transferee's signature thereon. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members as holder thereof.
- transferred, shall be lodged at the registered office of the company. Before a transfer may be registered the transferor shall pay in settlement of the expenses arising from the transfer of shares such fees, not exceeding R50,00 (FIFTY RAND) in respect of each deed of transfer, as may be fixed by the directors. Every power of attorney given by a shareholder authorising the transfer of shares, shall when lodged produced or exhibited to the company, be deemed as between the company and the denor of the power to continue and remain in full force and effect, and the company may allow that power to be acted upon until such time as express notice in writing of its revocation has been lodged at the company's registered office where the power was lodged, produced or exhibited. The company shall not be bound to allow the exercise of any actor madazing an architecture of the shareholder unless a duly cortified copy of that agent or medically architecture.

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of the deceased survivor shall be the only persons recognised by the conloary  $-\infty$  in any title to the share.

- 13. Any persons becoming entitled to a share in consequence of the death or inscivency of a member shall, upon such evidence being produced as may from time to time be required by the directors, have the right, either to be registered as a member in respect of the share or instead of being registered himself, to make such transfer of the share as the deceased or insolvent could have made, but the directors shall, in either case, note the same right to decline or suspend registration as they would have had in the case of a transfer of the share by the deceased or insolvent before the death or insolvency.
- 14. The parent or guardian of a minor and the curator bonis of a funation member or a mentally deficient member or of a member who has been declared a prodigal and any person becoming entitled to shares in consequence of the death or insolvency of any member or the marriage of any female member or by any lawful means other than by transfer in accordance with these articles, may, upon producing such evidence as sustains the character in respect of which he proposes to act under this article, or of his title, as the directors think sufficient, transfer these shares to himself or any other person subject always to the articles as to transfer hereinbefore contained. This article is hereinafts referred to as the "TRANSMISSION CLAUSE".
- 15. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not before being registered as a member in respect of the share, be entitled in respect of it is exercise any right conferred by membership in relation to meetings of the company.
- 16. Any person who submits proof of his appointment as the executor, administrator, trustae, curator or guardian in respect of the estate of a deceased member of the company, or of a member whose estate has been sequestrated or of a member who is otherwise under a disability or as the liquidator of any body corporate which is a member of the company, shall be entered in the register of members of the company nomine officii, and shall thereafter for all purposes, be deemed to be a member of the company.

#### ALTERATION OF CAPITAL

- 17. The company may from time to time by special resolution increase the share capital by such sum divided into shares of such amount, or may increase the number of its shares of no par value to such number, as the resolution shall prescribe.
- 18. The new shares shall be subject to the same provisions with reference to liens, transfer transmission and otherwise as the shares in the original capital.
- 19. The company may, by special resolution
  - 19.1 consolidate and divide all or any of its share capital into shares of larger amount than its existing shares or consolidate and reduce the number of the issued shares of no par value;
  - 19.2 increase its number of no par value shares without an increase of its state capital:
  - 19.3 sub-divide its elditing shares or any of thom tate of the religious of the memorandom;
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- no par value into share constituted either by the second on sisting of shares.
- 19.6 cancel any shares which, at the date of the passing of the result is any tip been taken by any person or which no person has agreed to take
- 19.7 reduce its share capital, any capital redemption fund or any share promined account in any manner and with, and subject to, any incident or any condition or consent authorised or required by law;
- 19.8 subject to the provisions of section 99 of the Act. convert its issue preference shares into shares which can be redeemed:
- 19.9 convert any of its shares whether issued or not into shares of another class;
- 19.10 subject to the terms of issue of any shares, the rights or restrictions attached to all or any shares of any class may be amended, modified, varied or cancelled by a general meeting, provided that no such amendment, modification, variation or cancellation which directly or indirectly adversely affects those special rights or restrictions shall be effected without:
  - 19.10.1 the written consent or ratification of the holders of at least three-quarters of the shares in question; or
  - the approval of or ratification by a resolution passed at a separate general meeting of the holders of the shares in question in the same manner, mutatis mutandis, as a special resolution. The provision of these articles relating to general meetings shall apply to any such separate general meeting, except that a quorum at any such general meeting shall be a member or members present in person or represented by proxy holding at least one half of the issued shares of the class in question.
  - 19.10.3 unless otherwise provided by the terms of issue thereof or by these Articles, no right attached to any class of shares shall be deemed to be directly or indirectly adversely affected by :-
    - 19.10.3.1 the creation or issue of any other shares ranking pari passu with (but not in priority to) any shares in that class;
    - 19.10.3.2 the cancellation or redemption of any chares of any class.
- 19.11 the holders of the ordinary shares and the company shall have the right at any time to convert all or any of the ordinary shares of the company into preference shares on the same terms as the existing preference shares and to require the company to conclude use agreements for the newly created preference shares on the same terms as the existing use agreements.

# GENERAL MEETINGS

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general meetings of the company may be held at any time

- 20. 22.1 Annual general meetings and other general meetings shall meneld at such the and place as the directors or the company in general meeting shall appoint or if such time and place as is determined if the meetings are convened under seption 179(4), 181, 182 or 183 of the Act.
  - 22.2 If at any time there are not sufficient directors in South Africa to act as a quorum, any director or any two members of the company may convene a general meeting in the same manner as nearly as possible as that in which meetings may be convened by directors.

# PROCEEDINGS AT GENERAL MEETINGS

- An annual general meeting and a meeting called for the passing of a special resolution shall be called by not less than twenty-one clear days' notice in writing, and any other general meeting shall be called by not less than fourteen clear days' notice in writing. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of meeting and, in the case of special business, the general nature of that business, and shall be given in the manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the company in general meeting, to such persons as are, under these articles entitled to receive such notices from the company; provided that a meeting of the company shall, notwithstanding that it is called by shorter notice than that specified in this regulation, be deemed to have been duly called if it is so agreed by a majority of the members having a right to attend and vote at the meeting, being a majority holding not less than ninety-five percent of the total voting rights of all the members.
- No resolution for the dismissal of a director or the removal of the auditor or other resolution for which special notice is required in terms of any provisions of the Act shall have effect unless notice of the intention to move it has been given to the company not less than twenty-eight days before the meeting at which it is moved, and the company shall give its members notice of any such resolution at the same time and in the same manner as it gives notice of such meeting not less than twenty-one days before the meeting: provided that if a meeting of the company is called for a date twenty-eight days or less after notice of the intention has been given to the company, the notice, though not given within the time required by this article, shall be deemed to have been properly given for the purpose hereof. The share block developer shall not be entitled to vote on a resolution for the removal of a director appointed in terms of Section 12 of the Share Blocks Control Act.
- 24. The annual general meeting shall deal with and dispose of all matters prescribed by the Act, including the sanctioning of a dividend, the consideration of the annual financial statements, the election of directors and the appointment of an auditor, and may deal with any other business laid before it. All business laid before any other general meeting shall be considered special business.
- AS the business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Same herein otherwise provided, three (3)members present in person, or if company is a wholly owned subsidiary, this makes at the 1 liding company.

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If within notf an hour from the time appointed for the meeting a quorum is not present. The meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand autourned to a day not earlier than seven days and not later than twenty-one days after the date of the meeting. If at such adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present in person or by proxy, shall be a quorum.

- Where a meeting has been adjourned as aforesaid, the company shall, upon a 27. date not later than three days after the adjournment send a written notice to each member of the company stating
  - 27.1 the date, time and place to which the meeting has been adjourned;
  - the matter before the meeting when it was adjourned; and 27.2
  - the ground for the adjournment. 27.3
- The chairman, if any, of the board of directors shall preside as chairman at every general meeting of the company. If there is no such chairman, or if at any meeting he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as chairman, the members present shall choose one of their number to be chairman.
- 29. In addition to those instances where a chairman is in terms of the provisions of section 192 of the Act, compelled to adjourn a meeting, he may with the consent of a meeting adjourn the meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned in terms of section 192 or a meeting for the passing of a special resolution is adjourned, notice of the adjourned meeting shall be given in accordance with the provisions of articles 27 and 28, but in all other instances such notice shall not be necessary.
- At any general meeting a resolution put to the vote of the meeting shall be 30.1 decided on a show of hands, unless a poll is(before or on the declaration of the result of the show of hands) demanded by the chairman or members referred to in section 198(1)(b) of the Act, and unless a poll is so demanded, a declaration by the chairman that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority or negatived, and an entry is made to that effect in the book containing the minutes of the proceedings of the company, shall be conclusive evidence of the fact, without proof of the number cr proportion of the votes recorded in favour of or against such resolution.
  - A resolution in writing signed by all the members who are at that stage entitled to 30.2 receive notice of, and to be present at and to vote at general meetings, shall be as valid as a resolution adopted at a general meeting of the company which has been convened and held in the prescribed manner. If such a member is a bod, corporate, the resolution must be signed by an agent of the body corporate.
- If a golf is duly demanded it shall be taken in such ma mar as the chairman directs, as the result of the poil shall be deemed to be the resolution of the meeting at which  $\theta$ : poll was demanded. In computing the majority on the pull regard shall be had to the number of yets to which each member is entitled to what there articles. Scrulineers shall tion, which shall be given he decise to declare the result of the poli, and their Alle median ball be deement

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A poil demanded on the election of a chairman, or on a question of adjournment, small taken forthwith. A poll demanded on any other question shall be taken at such that as it chairman of the meeting directs. The demand for a poil shall not prevent the continuation of a meeting for the transaction of any business other than the question upon which the poll has been demanded.

#### **VOTES OF MEMBERS**

- 34. 34.1 Each share of the company shall confer the same vote as every other share of the company.
  - 34.2 On a show of hands every member present in person or by proxy and if a member is a body corporate its representative shall have one vote and on a poli every member present in person or by proxy shall have one vote for each share or which he is the holder.
- 35. In the case of joint holders the vote of the senior holder who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders. For this purpose seniority shall be determined by the order in which the names appear in the register of members.
- 36. The parent or guardian of a minor, and the curator bonis of a lunatic member, and also any person entitled under the TRANSMISSION CLAUSE to transfer any shares, may vote at any general meeting in respect thereof in the same manner as if he were the registered holder of those shares; provided that forty-eight hours at least before the first of holding the meeting at which he proposes to vote he shall have satisfied the directors that he is such parent, guardian or curator or that he is entitled under the TRANSMISSION CLAUSE to transfer those shares, or that the directors have previously admitted his right to vote in respect of those shares. Several executors of a deceased member in whose name shares stand in the register shall, for the purpose of this regulation be deemed joint holders of those shares.
- 37. On a show of hands and on a poll votes may be given either personally or by proxy.

#### PROXIES

- 26. The instrument appointing a proxy shall be in writing under the hand of the appointer of of his agent duly authorised in writing, or if the appointer is a body corporate, under the hand of an officer or agent authorised by the body corporate. A proxy need not be a member of the company and a member may not appoint more than one proxy.
- The instrument appointing a proxy and the power of alterney or other authority, if the under which it is signed or a notarially certified copy of such power or authority shall be deposited at least forty eight hours before the time for holding the meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid often the expiration of six months from the date when it was signed, unless so specifically staked in the proxy itself, and no proxy shall be used at an adjourned meeting which and deliver have been used at the original meeting.

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abovemention	ed company her-	eby appoint	
of.,		***************************************	f . ; .
him	********* ****************************		
of		as my/our proxy to vote fir	mejus and
on my/our beh	alf at the annual	general meeting or general meeting (as the ca	se may be:
of the compa	ny to be held	on the day of	ind at any
adjournment t	hereof as follows	: In favour of Against Abstain	
		***************************************	
Resolution to		(indicate instruction to pro-	oxy by ws,
of a cross in st	once provided ab	oove). Unless otherwise instructed, my/our prox	y may veta
as he thinks fit		, , , , , , , , , , , , , , , , , , , ,	
as ne marcs m	•		

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day of

Signature

(Note: A member entitled to attend and vote is entitled to appoint a proxy to attend, speak and on a poll vote in his stead, and such proxy need not also be a member of the company).

#### DIRECTORS

- 41. The number of directors shall not be less than two and the names of the first directors may be determined in writing by a majority of the subscribers of the Memorandum. Until directors are appointed every subscriber of the Memorandum shall be deemed for all purposes to be a director of the company. Notwithstanding the foregoing, members of the company, other than the share block developer shall if they
  - 41.1 do not exceed 10 (ten) in number have the right to appoint at least one of the directors of the company; and
  - 41.2 exceed 10 (ten) in number, have the right to appoint at least two of the directors of the company.
- 42. The remuneration of directors shall from time to time be determined by the company in general meeting.
- 43. If any director be called upon to perform extra services or to make any special exertions in going or residing abroad, or otherwise, for any of the purposes of the company, the directors may award to such director the remuneration on which they may decide, and such remuneration may be either in addition to, or in substitution for his remuneration and determined under the last preceding regulation. The directors shall be compensated for all travelling and other expenses which they have incurred properly.
- 44. A director or alternate director is not required to hold any shares to ouglify as such.

#### ALTERNATE DIRECTORS

45. Each director shall have the power to nominate another person—as as a safterous director in his place during his absence or inability to act, and the appointment visit remain effective unless the directors decide to capcal the appointment of the majority of the majority of the majority of the special contents and the appointment of the majority of the small contents of the majority of the subject to all the noncitions applied to

The altern de directors, whilst acting in the place of the directors that in the altern, shall exercise and discharge all the duties and functions of the directors thay impresent. The appointment of an alternate director shall be cancelled and the alternate threater shall be cancelled and the alternate threater shall cease to hold effice whenever the director who appointed him chail cease to be a director, or shall give notice to the secretary of the company that the alternate director representing him shall have ceased to do so, and in case of the disqualification or resignation of any alternate director during the absence or inability to act of the director whom he represents, the vacancy so arising shall be filled by the chairman of the directors nominating a person to fill such vacancy, subject to the approval of the board.

#### 47. An afternate director

- 47.1 is entitled to attend a meeting of directors or to act or to vote if the director to whom he is an alternate is not present: provided that he may attend a meeting of the directors at which the director to whom he is an alternate is present if the other directors agree to it;
- 47.2 is only entitled to sign a resolution which may lawfully and effectively be taken otherwise than at a meeting of directors in terms of the Act if the director to whom he is an alternate is at that stage absent from the place where he is normally resident or is not able to act;
- 47.3 may subject to the aforegoing in general exercise all the rights of the director to whom he is an alternate in the absence or during the incapacity of that director;
- 47.4 is in all respects subject to the terms and conditions pertaining to the appointment, the rights and duties and the occupation of the office of director to whom he is an alternate, but is only entitled to such remuneration as the directors may decide in their discretion.

# POWERS AND DUTIES OF THE DIRECTORS

- 48. The business of the company shall be managed by the directors. They may pay all expenses incurred in promoting and incorporating the company, and may exercise all such powers of the company as are not by the Act, or by these articles required to be exercised by the company in general meeting, subject, nevertheless, to any of these articles and the provisions of the Act.
- 49. Subject to the restrictions contained in the Share Blocks Control Act and to the provisions of any agreement existing from time to time between the company and any shareholder or shareholders
  - 49.1 the directors may in their discretion, from time to time, raise or borrow from the members or other persons any sums of money for the purposes or the company without limitation:
  - the directors may raise or secure the repayment of such moneys in such manner and upon such terms and conditions in all respects as they think fit, and in particular by the issue of debentures, indeemable or non-redeemable and secured or unsecured, any mortgage, charge or other security on the undertaking or the whole or any part of the property of the company, both present and future.

The directors may from time to time appoint one managing director or manager for such period of way  $\phi^*$  alway as commission, or narticipation to a

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anothers, as they may think fit; but his appointment to be refer to the size cease from any cause to be a director.

- 51. The directors may from time to time entrust to or corner upon a managing director or manager such of the power and authorities vested in thom, as they may think fit, and me confer such powers and authorities for such time and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as their may think expedient. The directors may confer such powers and authorities of the directors and may from time to time revoke or vary all or any of such powers and authorities.
- The directors shall in terms of sections 204 and 242 of the Agricause minutes to be kept
  - 52.1 of all appointments of officers;
  - 52.2 of the names of directors present at each meeting of the directors; and
  - 52.3 of all proceedings at all meetings of the company and of the directors; and ever director present at a meeting of directors shall sign his name in a register kept for that purpose. Such minutes must be signed by the chairman of the meeting at which the proceedings took place or by the chairman of the next meeting. The minutes of meetings of the company must be made available to members in terms of section 206 of the Act for purposes of inspection and the making of copies.
- 53. The office of director shall be vacated if the director
  - 531 does not qualify to be, or is by an order, prohibited from being a director in terms of the provisions of sections 218 and 219 of the Act;
  - 53.2 resigns his office by notice in writing to the company.
- 54. 54.1 The company may from time to time in general meeting increase or reduce the number of directors.
  - The directors shall have the power at any time and from time to time to appoint any person as a director either to fill a casual vacancy or as an addition to the board and the appointment shall remain in force unless it is resolved at the next succeeding general meeting to set the appointment aside

#### PROCEEDINGS OF DIRECTORS

- The directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the event of an equality of votes the chairman shall not have a second or casting vote. A director may, and the secretary on the requisition of a director shall, at any time convene a meeting of the directors.
- 56. The following provisions apply in respect of the propeedians of directors
  - The quorum necessary for the transaction of the business of the directors, not be fixed by the directors and unless so fixe if alad, y both the number of directexceeds three (3), he three (3) and while it in the directors does not Traps where it into distriction has coexceed three (3), shall be two(2), provided directors have been appointed in the of article 42, 4 number of constant required for Friend to 11 there is a first feet of the others



may be but if such director or directors, if any is or the not present within hour after the time appointed for such inequing, the meeting shall at no adjourned to a day not earlier than five (5) days and not later than fourteen [4] days after the date of the meeting, as may be decided, and if at such adjourne; meeting such director or directors is or are not present within half an hour after the time appointed for the meeting, the directors present shall be a quorum.

- Subject to the provisions of article 56.3 the continuing directors may are notwithstanding any vacancy in their body.
- Though the continuing directors may act not rithstanding any vacancy in their body if and so long as their number is reduced below the number fixed by or pursuant to the regulations of the company as the necessary quorum of directors, the continuing directors may act for the purpose of increasing the number of directors to that number, or of convening a general meeting of the company, but for no other purpose.
- 57. Subject to the provisions of section 236 of the Act, a resolution in writing, signed by all the directors who are in South Africa, and so too, any resolution signed by all the members of a committee, shall be deemed to be of the same force and effect as if it had been adopted at a meeting of the directors or of the committee, respectively, which had been properly called, constituted and held.
- 58. The directors may elect a chairman of their meetings and determine the period for which he is to hold office; but if no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the directors present may choose one of their number to be chairman of the meeting.
- 59. The directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit. Any committee so formed shall, in the exercise of the powers so delegated, conform to any rules that may be imposed on them by the directors.
- 60. A committee may elect a chairman of its meeting. If no such chairman is elected, or if at any meeting is not present within five minutes after the time appointed for holding the same, the members present may choose one of their number to be chairman of the meeting.
- 61. A committee may meet and adjourn as they think proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in case of an equality of votes the chairman shall not have a second or casting vote.
- All acts done by any meeting of the directors or a committee of directors, or by any person acting as a director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such directors or persons acting an aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a director.
- 63. In conjunction with his directorship of the company a director may occupy any office or position in the company carrying remuneration or other advantage. The directors has decide on the conditions in regard to remuneration term of office and the powers pertaining to such office or position.

Subject to the provisions of sections 234 up to be a considing 231 of the Acroscitray enter into contracts with the company and of the profit, of any contract, proceeds with the company in the source many.

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# CARDENDS, BONUS AND RESERVE

- 55. The directors decide on the dividends each year but may from time to time pay to the members the interim dividends as appear to the directors to be justified by the profits of the company.
- 66. Dividends shall only be paid out of profits, wherein is not included realised and unrealised appreciation in the value of fixed assets.
- 67. The directors may, before recommending any dividends, set aside out of the profits of the company such sums as they think proper as a reserve or reserves, which shall, at the discretion of the directors be applicable for meeting contingencies or for equalising dividends or for any other purpose to which the profits of the company may be properly applied. Pending such application the reserves may, at the like discretion, either be employed in the business of the company or be invested in such investments as the directors may think fit, without the directors being liable for any depreciation or loss as a result of such investments, whether it be the customary or approved type of investment of trust funds or not.
- 68. If several persons are registered as joint holders of any share any one of them may give effectual receipts for any dividend payable on the share.
- 69. Notice of any dividend that may have been declared shall be given in the manner hereinafter mentioned to the persons entitled to share therein.
- The directors may deduct from the dividends or bonuses payable to a member all amounts which may be owing from time to time by such member to the company. The company pays no interest on a dividend or bonus and a dividend or bonus which remains unclaimed for a period of five (5) years after it has been declared may be declared forfeited for benefit of the company by the directors provided that the person entitled thereto has been given notice of the forfeiture at his last registered address.
- 71. Every dividend or bonus may be paid by cheque or otherwise as the directors may from time to time determine, and shall either be sent by post to the last registered address of the member entitled thereto or be given to him personally, and the receipt or endorsement on the cheque or other instrument of payment of the person whose name appears in the register as the shareholder, or his duly authorised agent shall be a good discharge to the company in respect thereof.
- The company shall not be responsible for the loss in transmission of any cheque or other instrument of payment sent through the post to the registered address of any member, whether or not it was so sent at his request.

#### ACCOUNTING RECORDS

- 73. The directors shall cause such accounting records as are prescribed by Section 264 of the Act and Sections 13 and 15 of the Share Blocks Control Act to be kept. Program accounting records shall not be deemed to be kept if there are not kept such accounting records as are necessary.
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- to account for and fairly to reflect and explain the state of affairs in respect of an event, paid in respect of the amount of the loan obligation referred to in section 14 (2) of the Share Blocks Control Act; (ii) entrusted to a practitioner or an estate agent or deposited by the company in its trust account referred to in sub-section 15(1) of the Share Blocks Control Act or invested in any savings or other interest bearing account referred (2) sub-section 15(2) of the Share Blocks Control Act.
- 74. The accounting records shall be kept at the registered office of the company or at 8500 other place or places as the directors think fit, and shall always be open to the inspection of the directors.
- The directors shall from time to time determine whether and to what extent the accounting records of the company or any of them shall be open to the inspection of members not being directors. No member (not being a director) shall have any right of inspecting any accounting records or document of the company except as conferred by the Act or by the company in general meeting.

#### SINANCIAL STATEMENTS

- The directors shall from time to time, in accordance with sections 266 and 286 of the Actionuse to be prepared and laid before the company in general meeting such annual financial statements and group annual financial statements (if any) as are referred to in those sections.
- A copy of the financial statements and group annual financial statements which is to be laid before the company in annual general meeting, shall not less than twenty-one days before the date of the meeting be sent to every member and debenture holder of the company; provided that this article shall not require a copy of those documents to be sent to any person of whose address the company is not aware or to more than one or the joint holders of any shares or debentures.
- 78. Without derogating from the provisions of Chapter XI of the Act, the company shall balance its books and records relating to any payment or any account referred to its article 76 above at intervals of not more than six (6) months and cause such books are records and the financial statements in respect thereof to be audited at least case annually by the auditor appointed under Chapter X of the Act.

#### **AUDITORS**

79. An auditor shall be appointed in accordance with Chapter X of the Act.

#### **HOTICES**

- 40. A notice may be given by the company either personally or by sending it through the partin a prepaid letter addressed to such member at his registered address, or (if he has no registered address in South Africa) at the address (if any) within South Africa supplied any him to the company for giving of notices to him.
- Whenever a notice is to be given personally or sent by post the notice may be given the company to the joint holders of a share by giving the notice to the joint holder name.
- Whenever a notice is to be given personally or sent by positive nettrained gives the company to the persons entitled to a share in the consequence of the insolvency of a member by sending it through the post in a paper of the them by name, or by the title of represent diversity in pive or by any like discreption.

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purpose by the persons claiming to be so entities. It was supplied notice may be given in any manner in whith the death or insolvency had not occurred.

- 83. Notice of every general meeting shall be given in statement. If the past of sutnomees to
  - 83.1 every member of the company, except those mambers who (paving no registered address in South Africa) have not supplied to the company an address within South Africa for the giving of notices to them; and
  - 83.2 every person entitled to a share in consequence of the dean or insolvency of a member who, but for his death or insolvency would be entitled to receive notice of the meeting; and
  - 83.3 the auditor of the company. No other person is entitled to receive notices of general meetings.
- Any notice given by post shall be deemed to have been served on the day following that on which the letter containing the same is posted and in proving the giving of the notice sent by post it shall be sufficient to prove that the letter containing the notice was properly addressed and posted.
- 85. A notice given to any member shall be binding on all persons claiming on death, or by a transmission of his interests.
- 86. The signature to any notice given by the company may be written or printed, or partly written and partly printed.
- 87. When a given number of days' notice or notice extending over any other period is required to be given, the day of service and the day to which the notice refers shall not be counted in such number of days or period.

#### LEVY FUND

- 88. The directors shall establish and maintain a levy fund sufficient in their opinion to provide for
  - 88.1 the administration of the company and its affairs and the repair, upkeep, control and management of the immovable property in respect of which the company operates the share block scheme;
  - 68.2 the payment of rates and taxes and other total authority charges on the said immovable property, and charges for the supply of electric current, gas, water, fuel and sanitary and any other services to the said immovable property:
  - 88.3 services required by the company:
  - 88.4 the covering of any losses suffered by the company;
  - 88.5 the payment of any insurance premiums:
  - 88.6 payment of all expenses incurred or to be a section 5 of the Sectional Titles Act of a said immoval in property; and

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Subject to any specific written agreement or arrangement between the company and 1.3 mampers, every member shall contribute monthly to the total amount to be contributed by all members to the levy fund in the same proportion which the number of shares the members stands to the total number of issued shares in DELLMEN

# 96. The directors must ensure that

all contributions to the levy fund forthwith be paid into a separate account keg: for this purpose with a bank or building society or be entrusted to an attorney answering to the definition of "practitioner" in the Attorneys Act 1979 or to an estate agent answering to the definition of "estate agent" in the Estate Agents Act 1976, and such contributions must be utilised to defray the costs in respect of the matters referred to in article 88.

such accounting records be kept as are necessary fairly to reflect and explain the 96.2 state of affairs in respect of the moneys received and expended by or on behalf of the company in respect of the share block scheme operated by the company.

#### LOAN OBLIGATION

- The company shall not increase its loan obligation or encumber any of its assets 91. 91.1 unless the increase or encumberance has been approved by a resolution accepted by at least 75 per cent in number of the members, excluding from such members the share block developer as defined in the Share Blocks Control Act 1980, having the right to vote at the relevant meeting and holding in the aggregate at least 75 percent of the total number of votes of all those members. but excluding from such number of votes the votes held by such share block developer. The restriction on the increase of the company's loan obligation herein referred is not to be so construed that it restricts the replacement of so obligation or part thereof by another.
  - The loan obligation of the company shall be allocated to all members of the 91.2 company, in accordance with the provisions of the memorandum of association or these articles or any agreement or arrangement in writing relating to the loan obligation between the company and the members or, in the absence of such provisions, in the proportion of each member's share to the total number of issued shares of the company.
  - Every member of the company shall be liable to the company in respect of its loan obligation for an amount equal to that portion of the loan obligation for which he is liable on such of the grounds referred to in article 91.2 as may apply to him.
  - No monies paid to the company in reduction or in settlement of the amount for 91.4which a member is liable in respect of the company's loan obligation shall be applied otherwise than inaccordance with the relevant provisions of the memorandum or articles of association of the company or any agreement or arrangement in writing relating to the repayment of that amount between the company and its members or, failing such provision, in accordance with a resolution as contemplated in article 91.1.
  - The provisions of the Act relating to notice and registration of a special resolution 91.5 shall mutatis mutandis be observed in respect of a resolution referred to in artist 913 as if such resolution were a special resolu-

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- 32.4 to repay to the members the amounts paid as on the shares respectively halfeach of them; and
- 92.2 the balance (if any) shall be distributed among the members in procedure to the number of shares respectively held by each of them; provided that the provisions of this article shall be subject to the rights of the holders of shares (if ray) issued upon special conditions.
- in a winding-up, any part of the assets of the company including any shares or securities of other companies may, with the sanction of a special resolution of the company, by paid to the members of the company in specie, or may, with the same sanction, he vested in trustees for the benefit of such members, and the liquidation of the company may be closed and the company dissolved.

#### MISCELLANEOUS

- 94. Save for the provisions of Section 53 of the Act the company may in terms of Section 55 of the Act by way of special resolution after the provisions of its memorandum with respect to the objects and powers of a company.
- S5. The company shall indemnify every director against all losses or liabilities incurred by him in or about the execution of his office, including suretyships entered into on behalf of the company. The said indemnity shall also apply in respect of liabilities incurred by a director, as a result of conducting himself in his capacity as such, in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted under section 248 of the Act, in which relief is granted to him by the court. No director shall be liable for any loss, damage,or misfortune whatever which shall happen in the execution of the duties of his office, or in relation thereto. The indemnity aforementioned is, however, subject to the provisions of section 247 of the Act.
- 93. Notwithstanding anything to the contrary herein contained the use agreement referred to in these articles of association between the company and the holders of the "B" share: shall remain of full force and effect in perpetuity.
- 97. The holders for the time being of the ordinary "A" shares, hereinafter referred to as the developers, shall be entitled to acquire and develop additional properties and to dispose of sharesblocks in such additional properties upon the same terms and conditions as the existing share blocks and subject to the same terms and conditions contained in the existing use agreements, and also be entitled to do any act which in their opinion will improve or enhance the value of the property owned by the company.
- 99. The holders of the A shares (the developer) contemplate that the company's credit from account will be increased from time to time for the purpose of eraction of further accommodation or recreational or other improvements on the land and for this garpose the holders of the A shares and the company shifts he entitled to increase the face account to give effect hereto on the basis that

the holder of the Bisharship as aforesaid:

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the amount thereot per unot to the said Adiates and the box. G. Shareblocks Control Adi:

- 18.3 the holders of the B shares acknowledge and understand that the common property will be utilised from time to time to give effect to the developes rights in this regard and the member shall have no claim against the developer in this regard;
- 98.4 the developer shall be entitled in its discretion to allocate shareblocks to the improvements in order to confer upon the holder of such shareblocks a timesharing interest or any other interest in respect of such improvements and the holders of the B shares agree to the developer so acting hereby irrevocably appointing the developer as their agent to attend any general meeting of the company and to vote for a motion in terms of which such allocation is made or confirmed.
- 98.5 The improvements will be effected as and when the developer in its discretion so decides and the scheme will be limited to a maximum of 300 (THREE HUNDREL) hotel beds and an additional 75 (SEVENTY FIVE) chalets:
- 98.6 The developer in its discretion, may effect the improvements in such phases as it deems appropriate; and
- 98.7 From the time that the developer exercises its right in terms of this clause, the right to occupy such part of the common property as the developer may require for the erection of the improvements, shall vest in the developer without any charge whatsoever.
- 98.8 As from the date the improvements have been erected and a certificate issued in regard thereto in terms of section 7(1) of the Time Share Act, the holder thereof (including the developer) shall be liable for payment of the levy in respect thereof.
- 98.9 The improvements shall be deemed to be complete for all purposes upon the issue of a certificate by an architect to the effect that the chalets are complete and suitable for occupation in terms of section 7.1 of the Timeshare Act.
- 98.10 In the event of any dispute as to whether the improvements have been completed or as to the quality thereof, such dispute shall be referred to the seller's architect who shall act as an expert and not an arbitrator, and whose decision shall be final and binding on all persons, irrespective of whether they were parties to the dispute.
- It is further recorded that the nature of the property is such as to allow and in conducive to the subdivision of the property into two portions, namely the portion on which the time share development is situated and the remainder of the property including the filling station and the hotel complex. The company shall in its discretion be entitled at some future date to apply for the approval of such subdivision and to in fact transfer the remainder of the property including the hotel and filling station to a separate company which will operate and manage the hotel and filling station, subject however to the specific condition that simultaneously with such transfer a servitude be registered granting to the property owned by the company a perpetual servitude of transfer of the property owned by the company a perpetual servitude of transfer of the property owned by the company a perpetual servitude of transfer of the property owned by the company a perpetual servitude of transfer of the property owned by the company a perpetual servitude of transfer of the property owned by the company a perpetual servitude of transfer of the property owned by the company a perpetual servitude of transfer of the property owned by the company a perpetual servitude of transfer of the property owned by the company and any selling the property of the property of the property of the property of the property owned by the company and any selling the property of the property owned by the company and any selling the property of the property owned by the company and any selling the property of the property owned by the company and any selling the property owned by the company of the property owned by the property o

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purchaser hereby agrees to and accepts to all hereby irrevocably appoints the seller as his equal to the company and to vote for a motion by sub-division, sale and transfer of that portion is the process.	mileting night and mileting the culerred to in \$8.15
on the terms and conditions set out in 93.11	

98.13 Unless the context otherwise indicates reference to the in this article shall mean the holder for the time being of the A shares and all the other unissued shares in the company.

# ALLOCATION OF LOAN OBLIGATION

#### 99. 99.1 In this article:

99.1.1 "Loan Obligation" has the meaning assigned to it by the Share Blocks Control Act;

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- 99.1.2 "Sellers Loan Obligation" means the loan obligation of the company owing or to be owing to the share block developer;
- 99.1.3 "Completion" means upon the issue of a certificate in respect of the improvements in terms of section 7(1) of the Timeshare Act.
- 99.2 The seller's loan obligation shall be allocated to members in the proportion which the number of shares, in a particular class, comprising a share block held by a member, bears to the total number of issued shares, of the particular class, in the company from time to time.
- 99.3 Whereas it is contemplated that improvements will be erected on the land, and that such improvements will be financed in terms of the sellers loan obligation, and that on completion of the improvements relating to or arising from or financed by a particular sellers loan obligation:
- 99.3.1 the share block developer, shall be entitled in its discretion to allocate share blocks to the improvements in order to confer upon the holder of such share blocks, a time-sharing interest in respect of such improvements and the member agrees to the share block developer so acting, hereby irrevocably appointing the share block developer as his agent to attend any general meeting of the company and to vote for a motion by special resolution in terms of which such allocation is confirmed;
  - 99.3.2 subject to article 99.2 and simultaneously with 99.3.1 that the said sellers loan obligation shall be adocated proportionally between the holders of the shares in the company.
- 99.4 The moneys owing to each member in respect of the lean obligation allocated to him shall:

99,4.1	constitute a loan to the company				
99.4.2	not be repayable to that 1.5 company at its option efects	ĭ	1	pempa ti	₹ 11:17
99.4 3	be repayable to the memb- wound by, and				<sup>2</sup>
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Any loan made—assumed by any member to the company pursus—to repreceding articles shall be deemed to be coded to the company as security to any outstanding obligation by the member to the company from time to the provided thathe company shall not be entitled, in realising such loanfor the purpose of enforcing its security, to dispose or elienate it unless disposition or alienation is made simultaneously with the disposition of the relevant share block owned by the said member or to which the shareholder is entitled in terms of the company's lein referred to in these articles.

- 99.6 Subject to the cession in favour of the company in article 99.5, any such iden may be ceded by the member to a third party, provided that such cession:
  - 99.6.1 is made to the person to whom the said shareholder has sold his Share Block and Timesharing Interest; and
  - 99.6.2 is consented to by the directors of the company, which consent shall not be unreasonably withheld.

#### **ECHROWING POWERS**

- 160. Subject to the restrictions contained in the Share Blocks Control Act and the provision of any agreement existing from time to time between the company and any member :
  - 100.1 the share block developer shall be entitled to cause the company to borrow from any third party for the purposes of financing the erection of the improvements to the land referred to in article 99.
  - the directors may cause the company to borrow such sum or sums of inchey for the purposes of the company in respect of the levy fund contemplated by Section 13 of the Shareblocks Control Act; and
  - 190.3 notwithstanding anything to the contrary contained in these articles. The members will not be entitled to cause the company to secure the repayment of any sum or sums or for performance of any obligation by means of any mortgage, charge or other security on the undertaking or the assets of the company at any time, and no such mortgage, charge or other security which is in contravention herewith shall be valid.

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# COMMERCIAL USE AGREEMENT LITTLE EDEN SHARE BLOCK (PTY) LTD REGISTRATION NO: 1972/001989/07

The Company and You hereby contract on the terms and conditions set out herein:

# 1. SCHEDULE OF DEFINITIONS

Words signifying the singular shall include the plural and vice versa and words importing one gender shall include the other.

Save as provided herein, or unless the context otherwise requires, words and phrases defined or used in the Memorandum of Incorporation ("Mol") and the Acts shall have the same meanings in this agreement.

The clause headings in this agreement have been inserted for reference purposes only, and shall not be taken into account in interpreting it.

Unless inconsistent with or otherwise indicate by the context, the following words and expressions shall bear the meanings assigned to them hereunder:

1.1	"Acts"	Shall mean either one or all of the following: The Share Blocks Control Act, Act 59 of 1980, as amended; Property Time-Sharing Control Act, Act 75 of 1983 as amended; The Companies Act, Act 71 of 2008 as amended; and any regulation promulgating in terms of the Acts from time to time;
1.2	"Building"	Shall mean the Buildings on the premises commonly known as Little Eden Share Block (Pty) Ltd which are on the Property;
1.3	"Company"	Shall mean Little Eden Share Block (Pty (Pty) Ltd;
1.4	"Companies Act"	Shall mean the Companies Act 71 of 2008 as amended from time to time including any regulation promulgated in terms of the Companies Act 71 of 2008 from time to time;  Shall mean any exclusive use areas and/or designated Buildings
1.5	"Commercial Activities / Buildings"	linked to a Share block (including any rights in commercial activities) pursuant to this Commercial Use Agreement and the definition of the shares as defined in the Memorandum of Incorporation of the Company;
1.6	"Share Block Developer"	Shall mean the Share Block Developer from time to time or its successors;

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1.7	"Director"	Shall mean the Directors of the Company duly appointed in terms of the Acts;
1.8	"Board"	Shall mean the Board of Directors from time to time duly appointed in terms of the Act;
1.9	"Levy Fund"	Shall mean the fund established by the Company in terms of Section 13 of the Share Blocks Act;
1.10	"Levy Contribution"	Shall mean the contribution to the Levy Fund to share in the costs and expenses contemplated in section 13(1) of the Share Blocks Act as agreed to from time to time;
1.11	"Manager"	Shall mean the person appointed from time to time to manage and supervise the Property and the Scheme conducted thereon;
1.12	"Managing Agent"	Shall mean the management Company or its successors appointed by the Board from time to time;
1.13	"Mol"	Shall mean the Company's filed Memorandum of Incorporation as amended from time to time;
1.14	"Property"	Shall mean the Property owned by the Company as described in the Mol;
1.15	"Rules"	Shall mean the Rules (including any house Rules and regulations made thereunder) or any amendment thereof from time to time;
1.16	"Scheme"	Shall mean the Share Block Scheme operated by the Company in respect of the Buildings;
1.17	"Shareholder / You / Your"	Shall mean his/her/its successors and assigns and any reference to the "Shareholder" shall, when Used in the context of the occupation and Use of the Commercial activities and Buildings and the Company Property, include You, any persons to whom You have temporarily or permanently transferred Your right of occupation in terms thereof, servants, employees, tenants and agents and any other person that occupies the Commercial Buildings and/or commercial activities;
1.18	"Share Block"	Shall mean the specific Share Block to which the Use is linked pursuant to this Commercial Use Agreement;
1.19	"Share Blocks Act"	Shall mean the Share Blocks Control Act 59 of 1980 including any regulation promulgated in terms of the Share Block Control Act 59 of 1980 from time to time;
1.20	"Time-Sharing Act"	Shall mean the Property Time-Sharing Control Act 75 of 1983 as amended from time to time;
1.21	"Use"	Shall mean Use as contemplated by the Share Blocks Act.





#### 2. OCCUPATION

- 2.1 From the effective date You and for as long as You continue to hold the share block and You comply with the provisions of this agreement, You shall:
  - 2.1.1 Be entitled to the exclusive Use and enjoyment of the Commercial Buildings and/or commercial activities and/or any exclusive Use areas specifically allocated to you as holder of the shares in terms of the Mol of the Company;
  - 2.1.2 Be entitled during the same period to the Use and enjoyment of those parts of the Company Property not subject to rights of exclusive Use by other Shareholders in terms of the Scheme; and
  - 2.1.3 Be entitled to lease your rights and/or rights to the commercial buildings, subject to clause 9 hereof.
- 2.2 The rights You enjoy hereunder will continue for as long as you are the holder of the share block and for the duration of the Share Block Scheme.
- 2.3 You acknowledge that You will have no rights to participate or have any interest in the residential units as described in the Residential Use Agreement from time to time by the holder of such shares that may convey residential accommodation interests.
- 2.4 The Commercial Buildings shall be Used for commercial purposes only and for no other purpose whatever, unless they are designated for residential purposes.
- 2.5 No liability shall rest upon the Company for -
  - 2.5.1 anything done or omitted by the Company, Managing Agent, Manager, agents and staff from time to time; and
  - 2.5.2 Any interruption of whatever nature including failure of electrical and/or water services that may be supplied or any other municipal or other services to the Property, irrespective of the cause thereof nor for any consequential damage You or other Shareholders may suffer by reason of such failure or interruption.

# 3. FURNISING AND MAINTENANCE OF COMMERCIAL BUILDINGS

- 3.1 Subject to an alternative arrangement between You and the Company You shall be obliged to maintain both the interior and the exterior of all or any improvements erected on the site allocated to You in good, proper and tenantable condition and shall also be responsible to effect such repairs as may from time to time become necessary so as to maintain the improvements to a standard commensurate with the overall development of the Scheme. Such maintenance shall include all repairs and maintenance to exterior and interior walls, electricity cables, plumbing, sewerage and water supply in and around the site and shall also maintain and replace the movable Property on the site.
- 3.2 Should You not maintain the improvements on the site in terms of the provisions the Managing Agent of the Company shall be entitled to effect whatever repairs it may deem necessary to maintain the improvements in a good and proper tenantable condition at Your expense and shall be entitled to recover the costs of such repairs and maintenance from You. To this end the Manager or the Company shall be entitled at all reasonable time to inspect such improvements and shall furthermore at all reasonable time be entitled to have access to the improvement for purposes of carrying out all necessary repairs and renovations at Your expense should You fail to do so.

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- 3.3 You as the owner of each Share Block shall be obliged to furnish the Commercial Buildings and/or exclusive use areas at Your own expense but to a standard commensurate to the rest of the Scheme.
- 3.4 If any dispute arises at any time as to whether You or a User authorized by You is unable to enjoy beneficial Use of the Commercial Buildings at any time, such dispute shall be determined by the Manager who in making such decision shall act as an expert and not as an arbitrator and whose decision shall be final and binding on You or such other person.

# 4. CONDITIONS OF OCCUPATION

- 4.1 From the occupation date You -
  - 4.1.1 shall at all times, as long as this agreement shall remain in force, comply with the laws of the Republic of South Africa, the Mol, this Commercial Use Agreement and the Rules and procure compliance with the above mentioned of any Shareholder, invitee of a Shareholder or any guest making Use of the Commercial Buildings.
  - 4.1.2 Specifically accept and confirm that the businesses conducted by it upon the Premises are complementary to the business of the Company. And that as such, such business forms an adjunct thereto only. Consequently You accept that Your interests in all respects are complimentary to the interests of the Company whose concern is the welfare of holiday-makers and Shareholders utilising the resort and whereas the parties will at all times assist each other in a spirit of mutual cooperation for their joint benefit, in the event of any disagreement or dispute of any nature whatsoever, the interests and the reasonable wishes of the people entitled to Use and utilise the facilities of the resort shall prevail (i.e. the Shareholders or guests of the resort and You shall accept this condition without reserve, regard being had to the nature of the respective businesses conducted by each of the parties. To this end, inter alia, You agree that at all times it shall abide by the Rules of the Company.
- 4.3 The ongoing quality of the services offered by You at the Premises shall be of a standard equivalent to the relevant general resort grading.

#### 5. LEVY

- 5.1 The Directors of the Company shall establish and maintain a Levy Fund to which end they shall from time to time make levies upon Shareholders of the Company in such amounts as are in their opinion sufficient for the repair, upkeep, control, management of the Property and administration of the Company and of those portions of the Property for which Individual Shareholders are not personally liable, for the payment of rates, taxes and any other local authority charges on the Property , any charges for the supply of electric current gas, water, fuel, sanitary and other services to the Property for which the individual Shareholders are not personally liable, and services required by the Company for the covering of any losses suffered by the Company, the payment of any premiums of insurance and for the discharge of any other obligation of the Company and the Company is authorised to employ and remunerate such persons as may be necessary to fulfil any function of maintenance and or control.
- 5.2 The cost of which Levy is raised and determined by the Directors (but not limited in any manner) consists of four basic Categories:





- 5.2.1 Costs to be borne exclusively by the holders of Share Blocks conferring Time-Sharing interest.
- 5.2.2 Costs to be borne exclusively by the holders of Share Blocks conferring sole or whole ownership accommodation interest.
- 5.2.3 Costs to be borne exclusively by the holders of Share Blocks conferring sole or whole ownership commercial Interest;
- 5.2.4 Costs to be borne by the holders of other relevant share classes, each class with a separate levy as per agreement between the holder thereof and the Company, if any.
- 5.3 Subject to an alternative arrangement by the holder and the Directors the total levy, if any, for Share Blocks owned shall be payable on the 1<sup>st</sup> of January yearly in advance or monthly in advance or as agreed to from time to time.
- 5.4 The Directors may from time to time levy a special levy upon the Shareholders of the Company, in respect of such costs, expenses and requirements as are mentioned herein and such levies may be payable in one sum or by such instalments and at such time as the Directors shall think fit.
- 5.5 Notices shall be given in respect of levies payable by Shareholders of the Company and such notices shall be subject to the provision relating to notices in clause 16 hereunder.
- 5.6 Every levy which is raised by the Directors pursuant to these provisions shall be made and levied in accordance with the Act.
- 5.7 Any amount due by You by way of a levy or instalment shall be a debt owed by You to the Company and shall be recoverable by the Company and any arrear amounts in respect of the levies may bear interest in terms of clause 22 hereof. The obligations of a Shareholder to pay a levy shall cease upon the lawful termination of the Shareholder's right of Use, save that any arrear levies to the date of such termination shall nevertheless be recoverable from the Shareholder. No levies and no part of any levy paid by You shall be refundable by the Company on the termination of Your right of occupation.
- 5.8 You hereby waive all claims against the Company for any loss or damage to Property or any injury to person which may sustain in or about the Commercial Buildings, the Buildings or the Company Property and Indemnify the Company against any such claim that may be made against the Company by You, Your family or Your Invitees, employees or agents for any loss or damage to Property or injury to person suffered in or about the Commercial Buildings or the Property howsoever such loss or damage to Property or injury to person may be caused.
- 5.9 The Company shall be entitled to deny You access to the Commercial Buildings until such time as You have paid any levy in terms hereof together with any accrued interest or costs in connection herewith.

#### 6. YOUR OBLIGATIONS

- 6.1 Subject to an alternative arrangement, the holder of the Commercial Rights shall, in respect of the Buildings and the Scheme
  - 6.1.1 Maintain the exterior portion of the Commercial Buildings, including all roofs and gutters, in good repair and from time to time and as and when necessary, renovate and repair the same.

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- 6.1.2 Maintain in good order and repair and in clean and tenantable condition the interior of each Commercial Buildings and all such other portions of the Property which are reserved for the exclusive Use of the Shareholder.
- 6.1.3 Contribute to the insurance cover in respect of the Commercial Buildings and take out such insurance as required by the company from time to time.
- 6.1.4 Insofar as may be necessary ensure that all of any of the functions referred to above which are to be carried out by the Manager in terms of the agreement, are in fact carried out by the Manager and to ensure the fulfilment by the Manager of its obligations in terms of the agreement.

#### 7. VOETSTOOTS

7.1 Occupation of the Commercial Buildings is accepted by You *voetstoots* (as it stands) without any warranty or representation of any nature whatsoever.

# 8. SECURITY / PLEDGE

- 8.1 The Company has a first and paramount lien and a pledge on every Share for the amounts due to it by the holder of such Share whether payment has become due or not. The amounts so due to the Company shall include the costs of any acts performed or proceedings instituted by the Company in its efforts to recover such amounts.
- 8.2 You hereby pledge the Share Block and Your interest in this Commercial Use Agreement and Your right of occupation in terms thereof, to the Company in accordance with the above provision and as contained the Mol.

#### 9. CESSION OF SHAREHOLDER'S RIGHT AND LETTING

9.1 You shall only be entitled to cede Your interest in this agreement if simultaneously therewith You transfer Your shares in the manner provided by and subject to the Mol of the Company and the terms of this agreement, and thereby confers upon such person the exclusive Use and enjoyment of the Commercial Buildings. If however, a purchaser has purchased the shares on suspensive conditions and has not yet taken transfer of those shares, such purchaser shall be required to obtain the prior written consent of the seller to the resale of those shares and the cessation of his rights herein. Before transfer is effected into the name of the transferee, the Company shall require satisfactory proof that You have ceded Your interest in this agreement to the transferee and that the transferee has duly assumed all the transferor's obligations to the Company.

#### 10. RIGHTS OF THE COMPANY

- 10.1 If You fail to maintain the said Commercial Buildings in good order and condition, the Company shall, after 14 (fourteen) days written notice to You, be entitled, without prejudice to any other rights it may have, to put the same into good order and condition at the expense of You, and to recover from You any expenditure thereby incurred.
- 10.2 The Company's duly authorized agent or workmen shall be permitted to enter the Commercial Buildings at any reasonable hour of the day, if authorized by the Directors or by the Managing Agent, Manager or supervisor acting under powers delegated by the Directors, in order to

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examine the same or to effect repairs thereto, or to effect repairs thereto, or to any part of the Buildings. If You are not personally present to open the Commercial Buildings at any time when for any reason entry be necessary or permissible, then Managing Agent or Manager or supervisor or other duly authorized agent of the Company shall be entitled to enter the Commercial Buildings, without being liable to any claim or cause of action for damages by reason thereof, provided that during such entry such person shall take reasonable care not to cause damage or loss to Your Property.

10.3 If You fail to discharge any of Your obligations in terms hereof, the Company may, without detracting from any other rights it might have and without notice discharge such obligation on Your behalf and recover the costs of doing so from You.

#### 11. BREACH

11.1 Notwithstanding any other rights that the affected party may have, should either party breach any terms of this Use agreement and fall to remedy such breach within 14 (fourteen) days after having been given written notice requiring that breach to be remedied the effected party may claim specific performance and/or claim damages.

#### 12. BUILDINGS

12.1 If the Buildings are damaged or destroyed, the Company agrees that it will, as soon as is practicable, repair or rebuild the same. You will have no claim against the Company by reason of the Commercial Buildings being unfit for occupation or for any other reason whatsoever. The Company however reserves to itself the right to change or vary the form of construction of the Building or Commercial Buildings on such rebuilding or repairing, but You shall have the same accommodation as regards the position and area of Building enjoyed by You prior to destruction in such altered or varied construction. Notwithstanding the above, the Company shall not be bound to expend any more in fulfilling any of its said obligations than that such which it may receive from its insurers arising from any of the aforesaid contingencies.

# 13. RULES

- 13.1 The Rules, including fines may be varied by the Company from time to time -
  - 13.1.1 so as to confer the exclusive right of Use of exclusive Use areas in accordance with the provisions of this agreement;
  - 13.1.2 To ensure proper management and administration of the Scheme, and the usage of same by Shareholders;
  - 13.1.3 If the variation is of a formal nature; or
  - 13.1.4 If the Company reasonably believes the amendment is necessary or desirable for the proper management and administration of the Scheme.

#### 14. WARRANTIES AND REPRESENTATIONS

14.1 The Company hereby warrants that the Company will not permit any amendment addition or alternation to the Commercial Use Agreement pertaining to any Commercial Interest without

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approval of 75% of Shareholders of that class of shares to which the Commercial Use Agreement relates at a shareholders meeting of the Company for such change, addition or amendment or alteration.

#### 15. PAYMENTS

15.1 All amounts payable by the Shareholders to the Company in terms of this Commercial Use Agreement shall be paid to the Company, without deduction or set-off and free of exchange at the Managing Agent's office or to such other person or Company and at such other address as the Company may from time to time notify the Shareholder.

#### 16. NOTICES

- 16.1 All notices required to be given by the Company to the Shareholders in terms of this agreement shall be given in writing and delivered by any means as prescribed for notices in terms of the Mol or determined from time to time by the Directors.
- 16.2 A notice sent by prepaid post shall be deemed, unless the contrary is proved to have been received within 7 (seven) days after the date of posting.
- 16.3 Your chosen *domicilium citandi et executandi* at the Commercial Buildings for all purposes under this agreement, during Your Use period, and at the address shown in the Agreement of Sale, at all other times.

#### 17. GENERAL

- 17.1 No relaxation which the Company may allow You at any time in regard to the carrying out of any of the Shareholder's obligations in terms of this agreement shall prejudice or constitute a novation or a waiver of any of the Company's rights in terms of this agreement.
- 17.2 This agreement contains all the terms and conditions of the agreement between the Company and You relating to the subject matter thereof, and the Company has made no representations, given no warranties and agreed on no terms in regard to such subject matter other than as stated herein.
- 17.3 You shall not be entitled to retain or delay payment of any amount owing to the Company in terms of this agreement on the grounds that there is any defect in the Commercial Buildings.
- 17.4 It is expressly agreed that this agreement does not constitute a lease or any form of tenancy.
- 17.5 If any provisions of this agreement conflict with the Share Blocks Act or the Property Time Sharing Control Act or the unalterable provisions of the Companies Act, the Acts shall prevail.

#### 18. SPECIAL RESOLUTIONS

18.1 The holders of any class of shares shall be entitled by way of a special resolution in terms of the Mol to propose and approve any special resolution that only affects the rights and obligations of that class of shares.

# 19. THE SHAREHOLDER WARRANTS THAT

19.1 It will cede the signed and written Commercial Use Agreement simultaneously with the transfer of the shares and in compliance with the Share Blocks Act.

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#### 20. SEPARATE AND SEVERABLE

- 20.1 In this paragraph:
  - 20.1.1 "Pro non scripto" shall mean never been written;
  - 20.1.2 "Ab initio" shall mean from the beginning.
- 20.2 Insofar as any specific provision or provisions of this agreement, its annexures may, by ruling of a court, be held or by statute or by regulations in terms of any statute of parliament be ruled contrary to or having the effect of being contrary to the provisions or intent of any law at the time hereof in force;
- 20.3 Then such provision shall be deemed to:
  - 20.3.1 be pro non scriptio;
  - 20.3.2 Distinct and severable here from without however detracting from or affecting the enforceability for the reset and remainder of this agreement as the case may be;
  - 20.3.3 To the extent that it may render this agreement either void *ab initio* or voidable at the instance of either the parties then:
    - 20.3.3.1 Every affected provision of this agreement shall be deemed pro non scriptio;
    - 20.3.3.2 The parties shall, in the absence of any contrary law or agreement, then conclude and restore the status quo ante of this agreement, subject to any contrary provision at law.

#### 21. WAIVER

21.1 No latitude, relaxation or indulgence or extension of time which may be given to You in respect of any matter or thing which You are bound to perform or observe in terms hereof shall under any circumstances be deemed to be a waiver of the Company's rights and the Company shall at all times be entitled to require strict and punctual compliance with each and every provision hereof.

#### 22. INTEREST ON ARREARS

- 22.1 All arrear or outstanding payments due in terms of this agreement and which are not paid on due date may bear interest.
- 22.2 The interest rate shall be determined by the Directors from time to time, subject to in as far as lawful.
- 22.3 Such interest may be calculated monthly in advance from the date that such amount became due until date of actual payment and shall be considered as a penalty interest to accrue to the Levy Fund.
- 22.4 The Interest may at the election of the Directors be compounded monthly.

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16



SIGNED BY THE SHAREHOLDER	l		
At	on this the	day of	20
SIGNED BY THE COMPANY			Accepted by the Shareholder
At	on this the	day of	20
			On behalf of the Company (Duly authorised)

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2018 Calendar Annexure D

A STATE OF THE STA	1				8 Calendar /	Annexure i
			Friday to			
Week	Module	Friday to Friday	Friday	Friday	Seasons	Module
	Į.		Arrival	Departure	- County is	Modele
1	1	5 Jan to 12 Jan	05/01/2018	date 12/01/2018	Po.	- 04
2	2	12 Jan to 19 Jan	12/01/2018	-	P3	01
			120172010	1201/2010	P1	02
3	3	19 Jan to 26 Jan	19/01/2018	26/01/2018	R	03
4	4	26 Jan to 2 Feb	26/01/2018	02/02/2018	R	04
5	5	2 Feb to 9 Feb	02/02/2018	09/02/2018	R	05
6	6	9 Feb to 16 Feb	09/02/2018	16/02/2018	R	06
7	7	16 Feb to 23 Feb	16/02/2018	23/02/2018	R	07
8	8	23 Feb to 2 Mar	23/02/2018	02/03/2018	R	08
9	9	2 Mar to 9 Mar	02/03/2018	09/03/2018	R	09
10	10	9 Mar to 16 Mar	09/03/2018	16/03/2018	R	10
11	11	16 Mar to 23 Mar	40/00/0040	0010010010		
12	12	23 Mar to 30 Mar	16/03/2018	23/03/2018	R	11
13	13	30 Mar to 6 Apr	23/03/2018	30/03/2018	R	12
14	14	6 Apr to 13 Apr	30/03/2018	06/04/2018	P2	13
	- 17		06/04/2018	13/04/2018	Pt	14
15	15	13 Apr to 20 Apr	13/04/2018	20/04/2018	R	15
16	16	20 Apr to 27 Apr	20/04/2018	27/04/2018	R	16
17	17	27 Apr to 4 May	27/04/2018	04/05/2018	P2	17
18	18	4 May to 11 May	04/05/2018	11/05/2018	R	18
19	19	11 May to 18 May	11/05/2018	18/05/2018	R	19
20	20	18 May to 25 May	18/05/2018	25/05/2018	W	20
21	21	25 May to 1 Jun	25/05/2018	01/06/2018	w	21
22	22	1 Jun to 8 Jun	01/06/2018	08/06/2018	W	22
23	23	8 Jun to 15 Jun	08/06/2018	15/06/2018	W	23
24	24	15 Jun to 22 Jun	15/06/2018	22/06/2018	R	24
25	25	22 Jun to 29 Jun	22/06/2018	29/06/2018	P1	25
26	26	29 Jun to 6 Jul	29/06/2018	06/07/2018	P1	26
27	27	6 Jul to 13 Jul	06/07/2018	13/07/2018	P1	27
28	28	13 Jul to 20 Jul	13/07/2018	20/07/2018	R	28
29	29	20 Jul to 27 Jul	20/07/2018	27/07/2018	R	29
30	30	27 Jul to 3 Aug	27/07/2018	03/08/2018	R	30
31	31	3 Aug to 10 Aug	03/08/2018	10/08/2018	R	31
32	32	10 Aug to 17 Aug	10/08/2018	17/08/2018	В	32
33	33	17 Aug to 24 Aug	17/08/2018	24/08/2018	В	33
34	34	24 Aug to 31 Aug	24/08/2018	31/08/2018	В	34
35	35	31 Aug to 7 Sept	31/08/2018	07/09/2018	В	35
36	36	7 Sept to 14 Sept	07/09/2018	14/09/2018	В	36
37	37	14 Sept to 21 Sept	14/09/2018	21/09/2018	w	37
38	38	21 Sept to 28 Sept	21/09/2018	28/09/2018	R	38
39	39	28 Sept to 5 Oct	28/09/2018	05/10/2018	P1	39
10	40	5 Oct to 12 Oct	05/10/2018	12/10/2018	R	40
\$1	41	12 Oct to 19 Oct	12/10/2018	19/10/2018	w	41
12	42	19 Oct to 26 Oct	19/10/2018	26/10/2018	w	42
13	43	26 Oct to 2 Nov	26/10/2018	02/11/2018	w	43
14	44	2 Nov to 9 Nov	02/11/2018	09/11/2018	w	44





45	45	9 Nov to 16 Nov	09/11/2018	16/11/2018	W	45
46	46	16 Nov to 23 Nov	16/11/2018	23/11/2018	w	46
47	47	23 Nov to 30 Nov	23/11/2018	30/11/2018	w	47
48	48	30 Nov to 7 Dec	30/11/2018	07/12/2018	W	48
49	49	7 Dec to 14 Dec	07/12/2018	14/12/2018	R	49
50	50	14 Dec to 21 Dec	14/12/2018	21/12/2018	P3	50
51	51	21 Dec to 28 Dec	21/12/2018	28/12/2018	P4	51
52	52	28 Dec to 4 Jan 2019	28/12/2018	04/01/2019	P4	52