

**SANDY PLACE**  
**USE AGREEMENT**  
between  
ESTUARY PROPERTIES SHARE BLOCK LIMITED

(the "COMPANY")

and

LTR BELEGGINGS (EIENDOMS) BEPERK  
as the registered holder for the time being of all the issued shares or the COMPANY  
(the "HOLDER")

THIS AGREEMENT WITNESSETH:

1. DEFINITIONS

1.1 In this Agreement, unless the context otherwise indicates, the following words and expressions shall have the meanings attributed to them:

"ACT"	The Share Block Control Act No 59 of 1980 on any amendments thereto or any Act which may be promulgated in substitution thereof;
"ALLOCATED LOAN"	that portion of the HOLDER's loan account in the COMPANY which is allocated to the SHARE BLOCK in terms of the Articles of Association of the COMPANY as set out in Annexure "G";
"BUILDING"	the buildings on lot 5, St Lucia, known as SANDY PLACE, ST LUCIA;
"COMMON PROPERTY"	the land upon which the BUILDING stands and such portions of the BUILDING which are not involved in a SUITE;
"COMPANY"	ESTUARY PROPERTIES SHARE BLOCK LIMITED;
"DIRECTORS"	The DIRECTORS of the COMPANY;
"HOLDER"	the holder of the SHARE BLOCK and includes a purchaser thereof, whether under a suspensive or resolutive condition as to the passing of ownership or otherwise, and who has not yet taken transfer of the SHARE BLOCK, but who is in or is entitled to the USE of the SUITE;
"MAINTENANCE WEEK/WEEKS"	those specific weeks in each OPERATIONAL YEAR in respect of each suite which are not attached to any SHARE BLOCK in terms of the COMPANY's Articles of Association and during which the COMPANY shall have the right of use and access to a SUITE for any purpose that may be determined by the COMPANY from time to time including the refurbishing, renovation or maintenance thereof;
"MANAGER"	the person appointed from time to time to manage and supervise the PROPERTY, provided that where no such person has been so appointed the term shall mean the COMPANY's nominee;
"MANAGEMENT AGREEMENT"	the agreement concluded between the COMPANY and the MANAGER in terms of which the MANAGER has agreed to manage and supervise the PROPERTY;
"MOVABLE PROPERTY"	the movable property specified in Annexure "B1" hereto;
"OPERATIONAL YEAR"	the year reckoned from the 1st March to the end of February each year or such other period of twelve months as the DIRECTORS may determine from time to time and for which levies in terms of clause 10 hereof are assessed;
"PROPERTY"	the COMPANY's PROPERTY including the buildings thereon situate at Lot 5 St Lucia, Province of Natal;
"SHARE BLOCK"	the SHARE BLOCK consisting of shares in the COMPANY and to which a SUITE is linked for a WEEK pursuant to this agreement and the Articles of Association of the COMPANY;
"SUITE"	the suite in the BUILDING which is furnished pursuant to clause 2.4 below and which is linked to a SHARE BLOCK pursuant to the Articles of Association of the COMPANY;
"USE"	use as contemplated by the ACT;
"WEEK"	the specified week, which is attached to a SHARE BLOCK in terms of the COMPANY's Articles of Association during which the holder is entitled to the use of the SUITE which is linked to such SHARE BLOCK.

1.2 Words or expressions defined in the ACT shall have the same meaning herein.

1.3 Headings of clauses are only explanatory and do not form part of this agreement.

## 2. RIGHTS OF USE

- 2.1 The HOLDER shall have the sole right to the exclusive USE of the SUITE for the WEEK (WEEKS), appertaining to his SHARE BLOCK.
- 2.2 the HOLDER shall have the right during the WEEK to the USE of the common property in common with the other members of the COMPANY and users of the remainder of the PROPERTY, subject to:
  - 2.2.1 to the rights of the MANAGER of the PROPERTY in terms of the MANAGEMENT AGREEMENT; and
  - 2.2.2 such terms and conditions as may be imposed by the DIRECTORS from time to time in terms of the Management Regulations.
- 2.3 The rights of the HOLDER hereunder shall endure for the WEEK(WEEKS) in each year for as long as he continues to be the beneficial owner of the SHARE BLOCK and remains in fulfillment all the terms and conditions of this agreement and of the Management Regulations made pursuant to clause 11 from time to time.
- 2.4 The suite shall be furnished and provided with the MOVABLE PROPERTY which is specified for the SUITE and which will not materially deviate from the architect's plans shown to the PURCHASER and will in essence include those items specified in Annexure "B1" hereto, but the quantity of items shall vary in accordance with the size of the flat. A final inventory will be sent to the PURCHASER together with his signed copy of this contract. It is recorded that the MOVABLE PROPERTY is the property of the COMPANY and that nothing in this agreement shall vest the HOLDER with the ownership of any such MOVABLE PROPERTY or entitle him to remove any such MOVABLE PROPERTY from the SUITE either during or upon the termination of any WEEK during which the SUITE is used.
- 2.5 Notwithstanding the provisions of 2.4, the COMPANY shall be entitled from time to time with the authority of an ordinary resolution of the COMPANY passed at any general meeting of the COMPANY to vary or add to the MOVABLE PROPERTY described in Annexure "B1" hereto, provided that the quality and extent of the furnishings and equipment shall not be reduced.
- 2.6 The SUITE shall be used by the HOLDER for residential purposes only and for no other purpose whatever. The SUITE shall be used personally by the HOLDER and by members of his family or his invitees, provided that in any event the number of users of the SUITE shall not at any time exceed the stipulated maximum as set out in the Management Regulations. In the event of the rights of USE herein being held by a company or other body corporate, the SUITE shall only be used by the nominees of such company or body corporate or by members of their families or by their invitees, subject to the same restrictions as to the number of users at any time, and further subject to the prior approval of the MANAGER having been obtained, which approval shall not be unreasonably withheld.
- 2.7 No liability whatever shall rest upon the COMPANY for any:
  - 2.7.1 breach of the conditions of the MANAGEMENT AGREEMENT by the MANAGER or its employees;
  - 2.7.2 thing done or omitted by the MANAGER;
  - 2.7.3 interruption or failure in the water and electrical services that may be supplied or any other municipal or other services to the PROPERTY, irrespective of the cause thereof and notwithstanding the fact that the HOLDER may have suffered consequential damage by reason of such failure or interruption.
- 2.8 If at any time the SUITE requires to be refurbished or renovated, the COMPANY or the MANAGER, shall be entitled themselves and their respective contractors and workmen during normal business hours to access to the SUITE for the purposes of carrying out the necessary work provided that the COMPANY will use its best endeavours to ensure that such work is preferably carried out during the MAINTENANCE WEEK(S) and with the least inconvenience. If the HOLDER or any other persons using the SUITE however suffers any inconvenience from such operations or any similar operations conducted in any other part of the BUILDING, the HOLDER and such other persons shall have no claim whatsoever against either the COMPANY or the MANAGER.
  - 2.8.2 In the event that the refurbishing or renovation operations referred to above are such as to deprive the HOLDER or any other person lawfully claiming USE of the SUITE or should the SUITE for any reason at any time and from time to time not be available for USE, no claim whatever will arise against the COMPANY or the MANAGER, but the COMPANY or the MANAGER shall be entitled to provide the HOLDER or such other user without extra cost to the HOLDER or other user with temporary accommodation in any other SUITE in the BUILDING for the duration of the relevant WEEK or or such portion thereof as the SUITE is not so available as the case may be.
  - 2.8.3 If any dispute arises as to whether the HOLDER or any other user is unable to enjoy beneficial use of the SUITE 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 the HOLDER or such other persons.

## 3. USE OF SUITE BY PERSONS OTHER THAN THE HOLDER

- 3.1 The HOLDER for so long as he is entitled in terms of the USE AGREEMENT with the COMPANY to use the SUITE may, with the prior consent in writing of the MANAGER, which shall not be unreasonably withheld, permit or allow any other person to use the SUITE for the WEEK or any part thereof, provided however that:
  - 3.1.1 such consent shall not be required nor shall the provisions of this clause 3 apply (other than clauses "3.1.2", "3.2.1" and "3.2.3") in respect of the USE the SUITE by the spouse, children, parents or grandchildren of the HOLDER or any person accompanying the HOLDER or his spouse, children, parents or grandchildren aforesaid; and
  - 3.1.2 such other use shall not exceed the period of the WEEK;
  - 3.1.3 the HOLDER shall not allow any other use as aforesaid unless he shall have furnished the MANAGER with written notice in the form prescribed by the MANAGER, prior to such other person or persons requiring the use of the SUITE, of the full name and address of the proposed person or persons and the details of such other person or persons and his or their proposed use of the SUITE;

- 3.1.4 should the HOLDER fail to observe the provisions of clause "3.1.3", without prejudice to any other rights that the COMPANY may have in terms of this agreement, the MANAGER shall be entitled to refuse admission to the SUITE to such other person or persons aforesaid, or having commenced such USE, to require or cause him to vacate the SUITE forthwith.
- 3.2 Notwithstanding the provisions of clause 3.1:
- 3.2.1 the COMPANY shall not be deemed to waive any of its rights against the HOLDER under this agreement either by virtue of clause "3.1.1" or by giving any consent in terms of clause 3.1;
- 3.2.2 as a condition precedent to the COMPANY's consent being effective, the HOLDER shall obtain a written undertaking by such third party on such terms as the MANAGER shall reasonably require that the third party will duly comply with the lawful requirements of the COMPANY and of the MANAGER at all times and observe all the conditions of the USE AGREEMENT and the Management Regulations;
- 3.2.3 any breach of the said conditions, either of this USE AGREEMENT or of the Management Regulations by any third party or by any other person using the SUITE in the company or in the name of such third party or of the HOLDER shall be deemed to be a breach thereof by the HOLDER.

#### 4. MANAGEMENT

- 4.1 The management, control and administration of the PROPERTY, including all SUITES, and the MOVABLE PROPERTY and the USE, servicing and maintenance thereof shall be under the direction and control of the MANAGER, who shall be appointed from time to time pursuant to the MANAGEMENT AGREEMENT and who shall at all reasonable times have access to the SUITE for lawful purposes.
- 4.2 The COMPANY shall use its best endeavours to procure that the MANAGER shall:
- 4.2.1 carry out all obligations undertaken by the COMPANY from time to time pursuant to this agreement;
- 4.2.2 be responsible for fulfilling all obligations assigned to it pursuant to such MANAGER's appointment in terms of the MANAGEMENT AGREEMENT, including the enforcement of the Management Regulations;
- 4.2.3 employ, be responsible for and discharge any supervisor, caretaker and staff or other person engaged to carry out any duties or effect any service in respect of the PROPERTY or the COMPANY's business;
- 4.2.4 duly service the SUITES;
- 4.2.5 control the checking-in and departure of any person entitled to use the SUITE;
- 4.2.6 in the name of the COMPANY, collect and deal with all moneys owing to the COMPANY from time to time by the HOLDER pursuant to the requirements of the ACT;
- 4.2.7 control the general use of the BUILDING, including the SUITE, by HOLDERS for their mutual benefit and comfort and ensure that the business and operation of the COMPANY is properly managed at all times;
- 4.2.8 arrange to give effect to the rights of USE of the HOLDER pursuant to this agreement in accordance with the Management Rules which may be prescribed by the MANAGER from time to time.
- 4.3 The HOLDER for himself and for any person using the SUITE from time to time undertakes to observe and comply with the lawful directives of the MANAGER at all times, provided that should the HOLDER and/or any such other person fail to observe the check-in procedures prescribed by the MANAGER from time to time, the provisions of clause "3.1.4" shall apply mutatis mutandis.

#### 5. ALTERNATIONS AND DECORATION

The HOLDER shall not improve, decorate or make any alterations or additions to the interior or exterior of the SUITE or tamper with any fittings, connections or plumbing serving the SUITE.

#### 6. MAINTENANCE

##### 6.1 Maintenance of SUITE

- 6.1.1 The COMPANY shall at all times be responsible for procuring the due and proper maintenance of the entire SUITE including without limitation all electrical wiring and fittings and attachments, plumbing installations, piping and apparatus of all fittings whatever, the interior surfaces of all walls and all windows, window frames, fittings and doors, as well as the maintenance of the MOVABLE PROPERTY contained in the SUITE, in a good and sound order and repair, replacing with new as the old become worn out or become lost to the COMPANY, and shall be responsible for all maintenance, repairs and replacements of whatsoever nature, including all repairs and, if necessary, replacements, the clearing of any blockages of drains, sewers, plumbing and sanitary equipment and connections and maintenance and replacement thereof and all repairs and renovations to the SUITE of whatsoever nature, the HOLDER having no liability therefor, save as otherwise specified and as prescribed in clauses "7" and "10" below.
- 6.1.2 It is agreed that the HOLDER acquires the USE of the SUITE and the MOVABLE PROPERTY for the WEEK on a Voetstoets basis without any warranties express or implied and in the condition in which they presently stand or will stand when the HOLDER commences his USE thereof. The COMPANY will endeavour to procure that all reasonable steps to remedy any defect in the SUITE or the MOVABLE PROPERTY are taken within a reasonable time of having been given notice thereof. Any items, goods or property brought into the SUITE by the HOLDER shall, as concerns the COMPANY, be at the sole risk of the HOLDER, who shall have no claim whatsoever upon any grounds against the COMPANY for any loss suffered by the HOLDER irrespective of whether it arose as a result of the condition of the SUITE or for any other reason whatsoever.
- 6.1.3 The HOLDER undertakes to be bound by any procedures which may be prescribed by the Management Regulations or by the MANAGER from time to time for the taking of inventories in respect of fixtures, fittings and the MOVABLE PROPERTY at the commencement and conclusion of the relevant WEEK or WEEKS.

## 6.2 Maintenance of Remainder of PROPERTY

It shall be the duty of the COMPANY:

- 6.2.1 save as specified in clause 6.1, to be responsible for procuring the due maintenance and repair of the exterior of the entire remainder of the PROPERTY both internally and externally including the entertainment, recreational and all other facilities serving the PROPERTY and the USERS thereof, including all furnishings, decor, equipment and appliances and movable property used in and in conjunction with the PROPERTY and all outside terraces, chairs and furnishings together with the parking areas, garages and garden areas in good, secure, clean and thoroughly tenantable order and condition and from time to time and as and when necessary or requisite to renovate or renew the same;
- 6.2.2 to effect such insurance over and in respect of the PROPERTY and of the movable property against such risks as may be deemed fit and proper by the DIRECTORS or otherwise in accordance with the relevant resolutions passed by the members of the COMPANY from time to time at general meetings of the COMPANY.
- 6.3 The COMPANY and the MANAGER's respective agents or employees shall at all times be entitled to inspect the SUITE used by the HOLDER, and if the COMPANY is dissatisfied with the condition thereof or its contents, it may call upon the HOLDER to immediately remedy such defective condition. Should the HOLDER fail to remedy the defect(s), the COMPANY shall be entitled forthwith thereafter and without prejudice to any other rights it may have, to put the same into good order and condition at the expense of the HOLDER and to recover from the HOLDER any expenditure thereby incurred.
- 6.4 The COMPANY's and the MANAGER's duly authorised workmen shall be permitted to enter any SUITE in the PROPERTY at any reasonable hour of the day, in order to examine the same or to effect repairs thereto or to any other part of the PROPERTY. If the HOLDER shall not be personally present to open the said SUITE at any time when and for any reason entry shall be necessary or permissible, then any duly authorised agent of the COMPANY or of the MANAGER shall be entitled to open and enter the said SUITE without being liable to any claim for damages by reason thereof.
- 6.5 The COMPANY shall not be responsible for and the HOLDER indemnifies the COMPANY against any loss, damage or injury which the HOLDER or any person using the SUITE through or at the instance of the HOLDER, may sustain in the SUITE or in or about the COMPANY's PROPERTY by reason of any act or neglect on the part of the COMPANY or the COMPANY's servants, nor shall the COMPANY be responsible for and the HOLDER indemnifies the COMPANY against any loss, damage or injury of any description which the HOLDER or any such other person may sustain by reason of the PROPERTY or the SUITE at any time falling into a defective state, or by reason of any repairs, renovations and/or maintenance work to the rest of the PROPERTY which are effected or are to be effected by the COMPANY or by any other user thereof, or by reason of such repairs, renovations and maintenance work not being effected timely or at all and the HOLDER shall not be entitled for any of the reasons aforesaid, or for any other reason whatsoever, to withhold any monies due to the COMPANY.

## 7. HOLDER'S RESPONSIBILITIES

Notwithstanding the provisions of clauses "6.1" and "6.2":

- 7.1 The HOLDER shall be obliged to keep the SUITE in a clean and tidy condition and use the contents of the SUITE and all facilities in the remainder of the PROPERTY in such manner as will ensure the preservation thereof in the best possible condition, subject always to the relevant provisions of the Management Regulations.
- 7.2 If in the opinion of the MANAGER any repairs or renovations to the PROPERTY or any portion thereof including the SUITE, or any facilities, furnishings or equipment serving the PROPERTY or available for USE by the HOLDER, are rendered necessary by reason of any act or neglect whether accidental, negligent or wilful by the HOLDER or any member of his household or of any other visitor or user of the SUITE, the HOLDER shall be liable for the cost of repairing, restoring or renovating the relevant portion of the PROPERTY or movable property in question. The costs of such repairs, renovations or restoration shall be recoverable by the COMPANY from the HOLDER.
- 7.3 Any dispute as to whose liability it is to maintain or repair any portion of the PROPERTY and any facilities serving same, the SUITE or of the MOVABLE PROPERTY, shall be determined by the MANAGER (acting as an expert and not an arbitrator) and the decision of the MANAGER shall be final and binding on the parties to the dispute.
- 7.4 Any cost or expense incurred by the COMPANY in fulfilling its obligations in terms of "6" hereof, and which is not in terms of the provisions of this agreement directly recoverable from a HOLDER or HOLDERS, shall be paid out of the levy fund constituted in terms of "10".

## 8. INTEREST ON ALLOCATED LOANS AND REPAYMENT THEREOF

All moneys from time to time owing by the COMPANY to the HOLDER in respect of the ALLOCATED LOAN shall be free of interest and not repayable while this USE AGREEMENT is in force, or while the HOLDER or his successor in title is otherwise entitled to the USE of the SUITE, or while any amount due by the COMPANY to any of its shareholders remains unpaid, provided that any such ALLOCATED LOAN shall be repayable in the event of the COMPANY being wound up. The liquidation resolution as contemplated herein shall be approved by at least 75 (SEVENTY FIVE) per cent in number, of the members of the COMPANY, excluding from such members the share block developer, having the right to vote at the relevant meeting and holding in the aggregate at least 75 (SEVENTY FIVE) per cent of the total number of votes of all those members, but excluding from such number of votes the votes held by the share block developer.

## 9. ALLOCATED LOAN

- 9.1 The amount of the ALLOCATED LOAN allocated to the SHARE BLOCK In terms of the Articles of Association of the COMPANY (Annexure "G") shall be lent to the COMPANY by the HOLDER free of interest, in consideration of the rights of occupation granted to the HOLDER pursuant to this USE AGREEMENT.
- 9.2 After the MEMBER has advanced the full amount of his loan obligation as allocated to him, the COMPANY shall upon the MEMBER's request be obliged to furnish to the MEMBER a certificate or other evidence of the fact that the full amount has been advanced by the MEMBER.

*[Handwritten signatures]*

## 10. LEVY FUND

- 10.1 The HOLDER shall pay any charges or expenses for any services made available to the PROPERTY, SUITE and/or the users thereof in respect of the WEEK during which he is entitled to the USE thereof, including without affecting the generality of the foregoing, charges for any recreational and entertainment facilities, telephone calls, transport and any services not recoverable as part of the levy fund.
- 10.2 The DIRECTORS shall establish and maintain a levy fund, to which end they shall from time to time make levies upon members of the COMPANY in such amounts as are in their opinion sufficient for the repair, upkeep, renovation, control, management and administration of the COMPANY, the PROPERTY and the MOVABLE PROPERTY, including all SUITES and/or for the payment of any obligation of the COMPANY in connection therewith, 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 COMPANY and the PROPERTY, the MOVABLE PROPERTY and the SUITE, for which the individual members are not personally liable, for any services or facilities required by the COMPANY and 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, including all the costs, fees and payments which become due and payable from time to time to the MANAGER.
- 10.3 The DIRECTORS shall estimate the amount which shall be required by the COMPANY to meet the aforesaid expenses during each OPERATIONAL YEAR or any portion thereof, together with the estimated deficiency, if any, as may have resulted from the preceding OPERATIONAL YEAR or portion thereof, and shall make a levy upon the members of the COMPANY equal as nearly as is reasonably practicable to such estimated amount. The DIRECTORS may include in such levies an amount to be held in reserve to meet any anticipated future expenditure not of an annual nature, such as the expenses to be incurred for the redecoration or renovation of the COMPANY's PROPERTY, and for the replacement of any MOVABLE PROPERTY or any part thereof or to meet any obligation of the COMPANY in connection therewith.
- 10.4 All such levies shall be payable to the COMPANY annually in one lump sum within 21 (TWENTY ONE) days after written request being made by the COMPANY or the MANAGER and shall be for such amount as shall be certified by the Secretary of the COMPANY or the MANAGER to be an estimate of the HOLDER's share of the total expenses of the COMPANY for the forthcoming OPERATIONAL YEAR payable, pursuant to such levy.
- 10.5 The DIRECTORS may from time to time make special levies in respect of all such costs, expenses and requirements as are either not mentioned in clause "10.2" or are not recoverable pursuant to clauses "10.3" and "10.4", and such levies may be made payable in one sum or by such instalments and at such time or times (as the DIRECTORS shall think fit).
- 10.6 Every levy which is made by the DIRECTORS pursuant to these provisions shall be made upon the members of the COMPANY on a POINT BASIS (as hereinafter defined) in accordance with the following provisions:
  - 10.6.1 100 (ONE HUNDRED) points are allocated to each SHARE BLOCK in respect of PEAK SEASON weeks (being weeks no 1, 13, 14, 15, 16, 17, 22, 26, 27, 28, 29, 30, 40, 41, 42, 43, 50, 51 and 52 as set out in Annexure "G");
  - 10.6.2 95 (NINETY FIVE) points are allocated to each SHARE BLOCK in respect of IN-SEASON weeks (being weeks nos 2, 23, 24, 25, 31, 32, 33, 34, 35, 36 and 49 as set out in Annexure "G");
  - 10.6.3 90 (NINETY) points are allocated to each SHARE BLOCK in respect of MID-SEASON weeks (being weeks nos 3, 19, 20, 21, 37, 38 and 39 as set out in Annexure "G");
  - 10.6.4 80 (EIGHTY) points are allocated to each SHARE BLOCK, in respect of SEMI-SEASON weeks (being weeks nos 4, 5, 6, 7, 8, 9, 10, 11, 12, 18 and 44 as set out in Annexure "G");
  - 10.6.5 POINT BASIS means that the tariff per POINT (as described in 10.6.1 – 10.6.4) is calculated by dividing the total Levy Fund for the OPERATIONAL YEAR by the aggregate of the POINTS in respect of all the SHARE BLOCKS representing the total issued share capital of the COMPANY;
  - 10.6.6 The tariff per SHARE BLOCK is calculated by multiplying the tariff per POINT by the number of POINTS allocated to a given SHARE BLOCK.
- 10.7 Any amount due by the HOLDER by way of a levy or instalment of a levy shall be a debt owed by the HOLDER to the COMPANY and shall be recoverable by the COMPANY. The obligation of a HOLDER to pay a levy shall cease upon the lawful termination of the HOLDER's right of USE, save that any arrear levies to the date of such termination shall nevertheless be recoverable from that HOLDER. No levies and no part of any levy paid by a HOLDER shall be refundable by the COMPANY on the termination of a HOLDER's right of USE.
- 10.8 The HOLDER shall be liable for the payment of interest to the COMPANY on all levies (or any portion thereof) in arrear at an interest rate equal to 2% (TWO PER CENTUM) greater than the prime overdraft rate charged by VOLSKAS LIMITED from time to time on overdraft facilities.
- 10.9 The HOLDER shall not be entitled to gain admission to or use the SUITE until such time as he has paid all such arrears.
- 10.10 The HOLDER shall have no right to reclaim from the COMPANY any amount paid by him by way of any contribution or special levy, but in the event of the HOLDER disposing of his SHARE BLOCK, the transferee thereof shall be entitled to any credit which may have accrued to the HOLDERE in terms of "10.4".

## 11. MANAGEMENT REGULATIONS

The HOLDER acknowledges that the MANAGER shall be entitled at all times to lay down terms and conditions of use and maintenance, both in respect of the SUITE and of the PROPERTY generally and including those relating to the care and upkeep of the SUITE and the PROPERTY, use of radios, television sets and aerials, airconditioning machines and other electrical appliances and apparatus, blinds and awnings, recreational facilities, parking, motor vehicles and such other matters as the DIRECTORS and/or the MANAGER deem fit for the general control of the USE of the PROPERTY and the SUITES and for the general convenience, comfort and well-being of all the users of the PROPERTY and from time to time to vary, alter or amend the same. In the event of there being any conflict between the Management Regulations and this USE AGREEMENT, the provisions of this USE AGREEMENT shall prevail.

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## 12. DAMAGE TO OR DESTRUCTION OF THE BUILDING

### 12.1

- 12.1.1 In the event of the BUILDING being totally or substantially destroyed by any cause whatever so that the HOLDERS cannot enjoy beneficial USE of the major portion of the SUITES in the BUILDING, this entire agreement shall be automatically cancelled and at an end and the proceeds of any insurance policy shall be paid to members on a pro rata share basis.
  - 12.1.2 In the event the BUILDING being partially destroyed by any cause whatever so that the HOLDERS or the majority of them are able to USE the major portion of the SUITES, the COMPANY shall be entitled to elect whether or not to continue with this agreement, provided that it shall convey its decision to the HOLDER in writing not later than 3 (THREE) month's after the date of the damage to the BUILDING.
  - 12.1.3 In the event of the COMPANY deciding pursuant to 12.1.2 that the USE AGREEMENT should not terminate, but should continue, the COMPANY shall as soon as practicable after such decision, proceed to rebuild or repair the destroyed or damaged portion of the BUILDING and proceed expeditiously to the completion thereof. The COMPANY shall have the right to change or vary the form of construction of the BUILDING or the SUITE on such rebuilding or repairing, but the HOLDER shall be entitled to have substantially the same accommodation as regards the position and area of the SUITE enjoyed by him prior to the damage or destruction of the BUILDING. Notwithstanding anything to the contrary herein contained the COMPANY shall not be bound to expend any more on the rebuilding or repairs than that sum which it receives from the Insurer arising from the damage to or partial destruction of the BUILDING.
- 12.2 Save as specifically provided for in clause "12.1.3" the HOLDER shall have no claim against the COMPANY for damages:
- 12.2.1 arising by reason of his loss of his right of USE of the SUITE, whether such right be lost permanently or temporarily;
  - 12.2.2 arising by reason of the fact that the COMPANY's MOVABLE PROPERTY or the BUILDING was not insured or inadequately insured, even if such failure to insure or to insure adequately arose from the negligence of the COMPANY or any of its agents or employees (but subject always to section 19 of the ACT);
  - 12.2.3 arising out of any winding up consequent upon the destruction of the BUILDING.
- 12.3 Nothing contained in clause "12.1" shall relieve the HOLDER of liability to the COMPANY or to any other HOLDER who may be entitled to the USE of the SUITE in respect of any other WEEK in the event of any destruction or damage arising out of any negligence or breach of this USE AGREEMENT by the HOLDER or any person for whom the HOLDER is responsible in law.

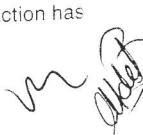
## 13. CESSION OF RIGHTS

- 13.1 The HOLDER shall only be entitled to cede his rights herein to the transferee of the SHARE BLOCK to which this USE AGREEMENT is linked:
- 13.1.1 simultaneously and together with the transfer of the SHARE BLOCK unless the DIRECTORS agree to defer the transfer of the SHARE BLOCK;
  - 13.1.2 simultaneously and together with the delegation to and acceptance of responsibility by the transferee of all the HOLDER's obligations to the COMPANY hereunder and in terms of the Articles of Association;
  - 13.1.3 subject to the relevant provisions of the Articles of Association and to the COMPANY's prior written consent.
- 13.2 Any such cession and delegation shall be in such form and upon such conditions as the COMPANY may from time to time stipulate.

## 14. TERMINATION

- 14.1 This USE AGREEMENT shall only remain in full force and effect (and only in respect of the WEEK) for so long as the HOLDER is the registered or beneficial owner of a SHARE BLOCK or remains entitled to the transfer thereof, provided that:
- 14.1.1 should the HOLDER or any person lawfully using or entitled to the USE of the SUITE fail to vacate the SUITE and/or the BUILDING:
    - 14.1.1.1 at the end of any WEEK without first having secured the written consent thereto of the MANAGER, unless the HOLDER shall have validly concluded an agreement to continue in use with or have obtained the consent of the HOLDER of the succeeding WEEK or WEEKS and shall otherwise have complied with the relevant requirements of clause "3" above;
    - 14.1.1.2 upon the request of the DIRECTORS or MANAGER in the circumstances referred to in clauses "3.1.4", "4.3" or "10.9" above; or
  - 14.1.2 should the HOLDER commit any breach of the USE AGREEMENT, the Articles of Association of the COMPANY, the concurrent Agreement of Sale in terms of which the HOLDER acquired the SHARE BLOCK or of the Management Regulations and should the HOLDER fail to remedy such breach within 14 (FOURTEEN) days of date of despatch of written notice calling upon him to remedy the breach;

the COMPANY shall be entitled notwithstanding any prior indulgence and without prejudice to any other rights it may have, to cancel this USE AGREEMENT forthwith and to obtain repossession of the SUITE and for that purpose to institute legal proceedings for the ejectment of the HOLDER and/or any other user from the SUITE, without prejudice to the COMPANY's right to claim whatever moneys may be owed to it and such damages as the COMPANY may sustain by reason of the HOLDER's default, including legal costs on an attorney-and-client basis irrespective of whether action has been instituted or not.



11/11/2023

- 14.2 In the circumstances specified in 14.1 the COMPANY will have the following additional rights:
- 14.2.1 without prejudice to the COMPANY's right to sell the SHARE BLOCK at any stage, the COMPANY shall have the right as agent for and on behalf of the HOLDER and as a procurator in rem suam to hire out the use of the SUITE and to collect all rentals paid by any lessee, and firstly to deduct therefrom letting commission @ 15% (FIFTEEN PER CENTUM) thereafter any moneys that may be owed by the HOLDER to the COMPANY and thereafter any moneys that may be owed by the HOLDER to the person from whom he acquired the SHARE BLOCK; and
- 14.2.2 without prejudice to any other rights and without having to obtain the consent of any pledgee-seller from whom the HOLDER acquired the SHARE BLOCK, to sell the SHARE BLOCK. The proceeds received by the COMPANY from the said sale shall be applied firstly in payment of agents commission, thereafter in reduction of any indebtedness of the HOLDER to the COMPANY and thereafter in reduction of any amount owed by the HOLDER to the person from whom he acquired the SHARE BLOCK and any surplus shall be paid over to the HOLDER who shall remain liable for any deficiency. For all purposes of this USE AGREEMENT any act or omission on the part of any person entitled to the use of the SUITE or his invitee shall be deemed to be the act or omission of the HOLDER.
- 14.3 In pursuance of the COMPANY's rights in terms of the foregoing provisions, the COMPANY shall be entitled to give transfer of the shares and cession of this USE AGREEMENT to the purchaser of the SHARE BLOCK for and on behalf of the HOLDER, who shall forthwith deliver his share certificate to the COMPANY. In the event of a failure so to deliver, the COMPANY shall be entitled to make the necessary entries of transfer in its register of members and records without the share certificates being delivered to it and upon such entries being made, the defaulting HOLDER shall cease to be a member and cease to have any further rights hereunder and his share certificates shall be deemed to be cancelled and the purchaser shall be deemed to have good title.

#### 15. ENTIRE CONTRACT

This USE AGREEMENT constitutes the entire contract between the parties. The HOLDER acknowledges that no warranties have been given or representations made to him save as set out in this USE AGREEMENT. No variation hereof shall be of any force or effect unless the same be reduced to writing and signed by all the parties.

#### 16. EXTENSIONS OR INDULGENCES

No extension or indulgence which the COMPANY may grant to the HOLDER in connection with the fulfilment of any of its obligations, shall prejudice or constitute a novation of any of the COMPANY's rights in terms of this USE AGREEMENT.

#### 17. DOMICILIA CITANDI ET EXECUTANDI

- 17.1 The parties select as their respective domicilia citandi et executandi for the due service of notices and process pursuant to this USE AGREEMENT, the following addresses:

THE COMPANY: 24c, Delport Street, Schweizer-Reneke 2780

THE HOLDER: 24c, Delport Street, Schweizer-Reneke 2780

The addresses to be inserted in this paragraph must be street addresses (and not postal addresses).

- 17.2 The parties shall be entitled from time to time to change their respective domicilia citandi et executandi to other addresses within the Republic of South Africa (which addresses shall however not be postal addresses) by way of written notice given to the other parties to that effect, which notice shall take effect from date of receipt by the other parties.
- 17.3 Any notice which must be given pursuant to this Agreement, must be in writing and shall be delivered by hand or despatched by prepaid registered post in which latter case, the notice shall be deemed until the contrary has been proved, to have been received on the seventh day after posting.

#### 18. DIVISIBILITY

the provisions of this USE AGREEMENT:

- 18.1 shall apply and be linked to each individual SHARE BLOCK in the capital of the COMPANY, and  
 18.2 are divisible in respect of each of the SHARE BLOCKS in the capital of the COMPANY.

THUS SIGNED AT Schweizer-Reneke.....ON THE.....12th.....DAY OF.....August.....1988.....

AS WITNESSES

1. M. J. Berg.....  
 2. M. de Bruyn.....

  
 ESTUARY PROPERTIES SHARE  
 BLOCK COMPANY LIMITED

THUS SIGNED AT Schweizer-Reneke.....ON THE.....12th.....DAY OF.....August.....1988.....

AS WITNESSES

1. M. J. Berg.....  
 2. M. de Bruyn.....

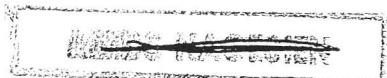
  
 LTR BELEGGINGS  
 (EIENDOMS) BEPERK



Annexure

4

Bladsy 2



4, 5, 6, 7, 8, 9, 10, 11, 12, 18 and  
44 as set out in Annexure "G";

10.6.5. POINT BASIS means that the tariff per POINT (as described in 10.6.1. - 10.6.4.) is calculated by dividing the total Levy Fund for the OPERATIONAL YEAR by the aggregate of the POINTS in respect of all the SHARE BLOCKS representing the total issued share capital of the COMPANY;

10.6.6. The tariff per SHARE BLOCK is calculated by multiplying the tariff per POINT by the number of POINTS allocated to a given SHARE BLOCK."

met die volgende vervang word

"10.6. Every levy which is made by the DIRECTORS pursuant to these provisions shall be made upon the members of the COMPANY on a per SHARE BLOCK BASIS so that equal levies are paid for all SHARE BLOCKS whether PEAK SEASON, IN-SEASON, MID-SEASON or SEMI-SEASON."

(ii) Die Spesiale Besluit aangeneem in (i) hierbo van krag sal meer terugwerkend vanaf 1 Maart 1987.

12/1/88



M

(Levering)

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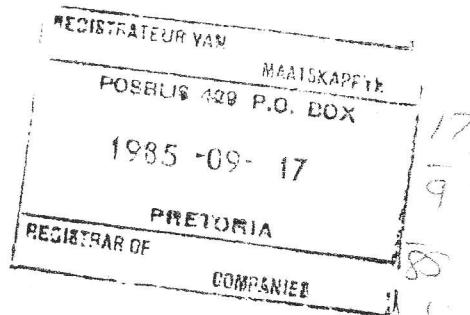
"B"

## GEBRUIKSOOREENKOMS

ESTUARY PROPERTIES SHARE BLOCK LIMITED  
(die "MAATSKAPPY")

en

LTR BELEGGINGS (EIENDOMS) BEPERK  
as die geregistreerde houer vir die hede van  
al die uitgereikte aandele van die MAAT-  
SKAPPY (die "HOUER")



DERHALWE WORD DAAR SOOS VOLG OOREENGEKOM:

### 1. DEFINISIE

1.1 In hierdie Ooreenkoms lensy dit andersins uit die samehang blyk, het die volgende woorde en uitdrukings die betekenis aan hulle toegeskryf:

"AANDELEBLOK"

die AANDELEBLOK wat uit aandele in die MAATSKAPPY bestaan en wat ingevolge die MAATSKAPPY se Statute aan die SUITE en die WEEK gekoppel is;

"BEDRYFSJAAR"

die jaar bereken vanaf 1 Maart tot die einde Februarie elke jaar of sodanige periode van twaalf maande soos deur die DIREKTEURE van tyd tot tyd bepaal mag word en waarvoor heffings in terme van Klousuel "10" hiervan bereken word;

"BESTUURDER"

die persoon wat van tyd tot tyd aangestel is om die EIENDOM te bestuur en daaroor toesig te hou ooreenkomstig die BESTUURSOOREENKOMS, met dien verstande dat waar niemand as sulks aangestel is nie, die term die MAATSKAPPY se benoemde sal beteken;

"BESTUURSOOREENKOMS"

die ooreenkoms wat van tyd tot tyd tussen die MAATSKAPPY en die BESTUURDER geld in terme waarvan die BESTUURDER ooreengerek het om die EIENDOM te bestuur en toesig daaroor te hou;

"DIREKTEURE"

die DIREKTEURE van die MAATSKAPPY;

"EIENDOM"

die MAATSKAPPY se EIENDOM insluitende die geboue daarop geleë te Lot 5, St Lucia, Provinsie Natal;

"GEOU"

die geboue op Lot 5, St Lucia, bekend as SANDY PLACE, ST LUCIA;

"GEBRUIK"

gebruik soos deur die WET voorgestel word;

"GEMEENSKAPLIKE EIENDOM"

die grond waarop die GEOU staan en sodanige gedeeltes van die GEOU wat nie 'n SUITE insluit nie;

"HOUER"

die houer van 'n AANDELEBLOK, insluitende die koper daarvan, hetsonder 'n opskortende of ontbindende voorwaarde ten opsigte van die oordrag van eiendomsreg of andersins en wat nog nie oordrag van die AANDELEBLOK geneem het nie, maar wat in okkupasie van die SUITE is of op die GEBRUIK daarvan geregtig is;

"MAATSKAPPY"

ESTUARY PROPERTIES SHARE BLOCK LIMITED

"ONDERHOUDSWEEK(WEKE)"

daardie spesifieke weke in elke BEDRYFSJAAR ten aansien van elke SUITE wat nie aan enige AANDELEBLOK in terme van die Statute van die MAATSKAPPY verbonde is nie, en wanneer die MAATSKAPPY die reg van gebruik en toegang tot 'n SUITE sal hé vir enige doel wat deur die MAATSKAPPY van tyd tot tyd bepaal mag word insluitende die opknapping, herstel of instandhouding daarvan;

"ONTWIKKELAAR"

LTR BELEGGINGS (EIENDOMS) BEPERK;

"ROERENDE EIENDOM"

die roerende eiendom soos uiteengesit in Aanhengsel "B1" hiertoe;

"SUITE"

die suite in die GEOU wat ingevolge Klousule "2 4" hieronder gemeubileer is en wat aan die AANDELEBLOK gekoppel is ingevolge die Statute van die MAATSKAPPY saamgelees met die OOREENKOMS;

"TOEGEWYSDE LENING"

daardie gedeelte van die HOUER se leningsrekening in die MAATSKAPPY wat aan die AANDELEBLOK toegewys in ingevolge die State van die MAATSKAPPY soos uiteengesit in Bylae "G";

"WEEK"



'n spesifieke week wat, soos aangedui gekoppel is aan die AANDELEBLOK in terme van die MAATSKAPPY se Statute gedurende watter tydperk die HOUER geregtig daarop is om die SUITE wat gekoppel is aan daardie AANDELEBLOK, te GEBRUIK. Die toepaslike bepalings van die Statute van die MAATSKAPPY is hierby aangeheg as Bylae "G":

"WET"

die Wet op die Beheer van Aandeleblokke No 59 van 1980, of enige wysiging daarvan of enige Wet wat in substitusie daarvan gepronuleer mag word:

- 1.2 Woorde of uildrukkings omskryf in die WET het diesellede betekenis hierin.
- 1.3 Die opskrif bo-aan paragrawe is alleenlik verduidelikend en is nie deel van hierdie Ooreenkoms nie.

1985 -09- 10

REGISTRAR OF  
COMPANIES  
PRETORIA

## 2 GEBRUIKSREG

- 2.1 Die HOUER sal die alleenreg hê op die uitsluitlike GEBRUIK van die SUITE vir die WEEK (WEKE) wat betrekking het op sy AANDELEBLOK.
- 2.2 Die HOUER sal die reg hê om gedurende die WEEK die GEMEENSKAPLIKE EIENDOM te GEBRUIK tesame met al die ander lede van die MAATSKAPPY en gebruikers van die oorblywende EIENDOM onderhewig aan:
  - 2.2.1 die regte van die BESTUURDER van die EIENDOM in terme van die BESTUURSOOREENKOMS; en
  - 2.2.2 sodanige voorwaardes en terme soos deur die DIREKTEURE van tyd tot tyd bepaal ingevolge die Bestuursregulasies.
- 2.3 Die regte van 'n HOUER hieronder sal vir die WEEK (WEKE) in elke jaar voortbestaan vir so lank as wat hy die genoltrekkende eiendaar van die AANDELEBLOK is, en vir so lank as wat hy nog steeds voldoen aan al die terme en voorwaardes van hierdie Ooreenkoms en die Bestuursregulasies wat van tyd tot tyd neergelê mag word in terme van Klousule "11".
- 2.4 Die SUITE sal gemeubileer wees met en voorsien wees van die ROERENDE EIENDOM wat vir daardie SUITE gespesifiseer is en wat nie wesenlik sal afwyk van die argiteksplanne aan die KOPER getoon en sal in wese die items insluit wat gespesifiseer is op Aanhangsel "B1" hiertoe, maar die hoeveelheid items sal wissel na gelang van die grootte van die woonstel. 'n Finale inventaris sal aan die KOPER gestuur word tesame met sy getekende afskrif van hierdie Kontrak. Dit word geboekstaaf dat die ROERENDE EIENDOM die eiendom van die MAATSKAPPY is en dat niks in hierdie Ooreenkoms eiendomsreg van enige sodanige ROERENDE EIENDOM in die HOUER sal vestig of hom geregtig maak om enige sodanige ROERENDE EIENDOM uit die SUITE te verwys nie hetsy gedurende die tyd wanneer die SUITE gebruik word hetsy daarna.
- 2.5 Ongeag die bepalings van "2.4", sal die MAATSKAPPY met die magtiging van 'n gewone besluit, goedgekeur op enige algemene vergadering van die MAATSKAPPY, geregtig wees om die lys ROERENDE EIENDOM soos uiteengesit in Aanhangsel "B1" hierby, te verander of aan te vul met dien verstande dat die kwaliteit en omvang van die meublement en toerusting nie verminder mag word nie.
- 2.6 Die SUITE sal uitsluitlik deur die HOUER vir verblyfdoeleindes gebruik word en vir hoegenaamd geen ander doel nie. Die SUITE sal persoonlik deur die HOUER of sy familielede of sy genooide gebruik word, onderworpe aan die voorwaarde dat die getal persone op geen stadium die neergelegde maksimum soos uiteengesit in die Bestuursregulasies mag oorskry nie. In die geval waar die regte van GEBRUIK deur 'n MAATSKAPPY of enige regspersoon gehou word, dan sal die SUITE alleenlik deur die benoemdes van daardie maatskappy of regspersoon of hulle familielede of hulle genooide gebruik word, onderworpe aan dieselfde beperkings wat betref die getal gebruikers en ook onderworpe aan die voorwaarde dat die BESTUURDER se toestemming vooraf verky moet word, welke toestemming nie onredelik weerhou mag word nie.
- 2.7 Die MAATSKAPPY sal nie aanspreeklik wees nie vir enige:
  - 2.7.1 verbreking van die voorwaardes van die BESTUURSOOREENKOMS deur die BESTUURDER of sy werknemers;
  - 2.7.2 handeling of versuum van die BESTUURDER;
  - 2.7.3 onderbreking of gebrek in die water- en elektriese toevoer of enige ander munisipale dienste of ander dienste waarvan die eiendom voorsien word, ondanks die oorsaak daarvan en nie teenstaande die feit dat die HOUER omrede die gebrek of onderbreking gevolgskade mag gely het.
- 2.8 2.8.1 Indien die SUITE op enige tydstip vernuwing of opknapping nodig het, sal die MAATSKAPPY of die BESTUURDER en hulle onderskeie kontrakteurs en werksmense geregtig wees om toegang gedurende normale weksure te verkry vir die doeleindes om die nodige werk uit te voer, met dien verstande dat die MAATSKAPPY sy bes sal doen om te sorg dat sodanige werk verkiekslik gedurende die ONDERHOUDSWEEK(WEKE) plaasvind en met die mins moonlike ongerief. In die geval waar die HOUER of enige persoon wat gebruik maak van die SUITE, enige ongerief moet verduur wat voortspruit uit sodanige werkzaamhede of enige soortgelyke werkzaamheid wat in enige ander gedeelte van die GEBOU uitgevoer mag word, sal die HOUER of sodanige ander persone nie geregtig daarop wees om enige eis teen die MAATSKAPPY of die BESTUURDER in te stel nie.
- 2.8.2 Indien bogenoemde vernuwing- of opknappingswerkzaamhede van so 'n aard is dat die HOUER of enige ander persoon wat die SUITE regmatig mag GEBRUIK, dit nie kan GEBRUIK nie, of as die SUITE om enige rede op enige tyd en van tyd tot tyd nie beskikbaar vir GEBRUIK is nie, sal geen eis teen óf die MAATSKAPPY óf die BESTUURDER bestaan nie, maar die MAATSKAPPY of die BESTUURDER sal daarop geregtig wees om die HOUER of enige ander sodanige gebruiker, sonder enige ekstra koste aan die HOUER of ander gebruiker, van tydelike verblyf te voorsien in enige ander SUITE in die GEBOU vir die duur van die relevante WEEK of sodanige deel daarvan waarvoor die SUITE nie beskikbaar is nie.
- 2.8.3 Ingeval 'n geskil sou ontstaan en daar beslis moet word of die HOUER of enige ander gebruiker nie by magte is om 'n SUITE voordeelig te gebruik of nie, sal die BESTUURDER uitsluitsel gee in die verband. Die BESTUURDER sal, wanneer hy so 'n beslissing gee, as 'n deskundige optree en nie as 'n arbiter nie, en sy beslissing sal final wees en bindend op die HOUER of op sodanige ander persone.

### 3 GEBRUIK VAN SUITE DEUR ANDER PERSONE

3.1 Die HOUER mag vir so lank as wat hy geregtig is om in terme van die GEBRUIKSOOREENKOMS die SUITE te gebruik, met die voorafverkree, skriftelike toestemming van die BESTUURDER, wat nie onredelik weerhou mag word nie, toelaat of magtiging gee dat enige ander persoon die SUITE gebruik vir die WEEK of enige gedeelte daarvan, met dien verstande dat:

3.1.1 sodanige toestemming nie vereis sal word en die bepalings van hierdie Klousule "3" (behalwe Klousules "3.1.2", "3.2.1" en "3.2.3") nie van toepassing sal wees nie met betrekking tot die gebruik van die SUITE deur die eggenote, kinders, ouers of die kleinkinders van die HOUER, of deur enige persoon wat die HOUER of sy eggenote, kinders, ouers of kleinkinders vergesel; en

3.1.2 sodanige gebruik nie die lydperk van die WEEK sal oorskry nie;

3.1.3 die HOUER geen ander gebruik soos voormeld sal toelaat nie tensy hy, voordat sodanige ander persoon of persone se gebruik van die SUITE 'n aanvang neem, die BESTUURDER skriftelik, op die vorm deur hom voorgeskryf, voorsien het van die volle name en adres van die voorgestelde persoon of persone en die besonderhede van sodanige persoon of persone en sy of hulle voorgestelde gebruik van die SUITE;

3.1.4 sou die HOUER nie die bepalings van Klousule "3.1.3" nakom nie, die BESTUURDER geregtig sal wees, sonder benadeling van enige ander regte van die MAATSKAPPY ingevolge die OOREENKOMS, om sodanige ander bogemelde persoon of persone toegang tot die SUITE te weier, en as hulle gebruik alreeds 'n aanvang geneem het, om te vereis of te bewerkstellig dat hulle die SUITE onmiddellik ontruim.

3.2 Ongeag die bepalings van Klousule "3.1" sal:

3.2.1 die MAATSKAPPY Nie uit hoofde van die bepalings van Klousule "3.1" of deur verlening van sy toestemming kragtens Klousule "3.1", geag word van enige van sy regte teenoor die HOUER in terme van die OOREENKOMS of GEBRUIKSOOREENKOMS afstand te gedaan het nie;

3.2.2 as in voorvereiste vir die inwerkingtreding van die MAATSKAPPY se toestemming, die HOUER in skriftelike onderneming van die derde party verkry op sodanige voorwaarde soos die BESTUURDER mag vereis, dat hy behoorlik te alle tye alle regmatige voorskrifte van die MAATSKAPPY en van die BESTUURDER sal nakom en dat hy ook alle toepaslike bepalings van die GEBRUIKSOOREENKOMS en van die Bestuursregulasies sal nakom;

3.2.3 enige verbreking van die genoemde bepalings of van die GEBRUIKSOOREENKOMS of van die Bestuursregulasies deur enige derde party of deur enige persoon wat die SUITE in die geselskap van of in die naam van so 'n derde party of die HOUER gebruik, geag word in verbreking daarvan deur die HOUER te wees

### 4 BESTUUR

4.1 Die bestuur, beheer en administrasie van die EIENDOM, insluitende alle SUITES en ROERENDE EIENDOM en die GEBRUIK, versiering en onderhoud daarvan sal onder die bestuur en beheer van die BESTUURDER wees wat van tyd tot tyd in terme van die BESTUURSOOREENKOMS aangestel mag wees, en wat te alle tye vir regmatige doeleindestes toegang tot die SUITE sal hê.

4.2 Die MAATSKAPPY sal sy bes doen om toe te sien dat die BESTUURDER:

4.2.1 alle verpligtinge wat die MAATSKAPPY van tyd tot tyd in terme van hierdie Ooreenkoms het, uitvoer;

4.2.2 sy verantwoordelikheid nakom om uitvoering te gee aan enige verpligting aan hom opgelê deur die MAATSKAPPY ooreenkonslig die aanstelling van die BESTUURDER in terme van die BESTUURSOOREENKOMS, insluitende die handhawing van die BESTUURSREGULASIES;

4.2.3 sy verantwoordelikheid nakom met betrekking tot die indiensneming en ontslag van enige oopsligter of personeel wat in diens geneem is om enige pligte of dienste met betrekking tot die EIENDOM of die MAATSKAPPY se besigheid uit te voer;

4.2.4 die SUITE behoorlik versien;

4.2.5 beheer uitoefen in verband met die aantekening van die aankoms en vertrek van persone wat geregtig is om die SUITE te gebruik;

4.2.6 in die naam van die MAATSKAPPY alle gelde vorder wat van tyd tot tyd ingevolge die vereistes van die WET deur die HOUER aan die MAATSKAPPY verskuldig mag wees;

4.2.7 kontrole uitoefen met betrekking tot die algemene gebruik van die GEBOU insluitende die SUITE, deur die HOUERS, vir die gesamentlike voordeel en gerief van die HOUERS, en toesien dat die besigheid en onderneming van die MAATSKAPPY te alle tye behoorlik bestuur word;

4.2.8 die nodige reëlings trekkon ooreenkonslig die Bestuursregulasies van tyd tot tyd deur die BESTUURDER neergelê, uitvoering te gee aan die gebruiksregte van HOUERS ingevolge die OOREENKOMS

4.3 Die HOUER onderneem namens enige persoon wat die SUITE van lyt tot tyd mag gebruik, om die regmatige voorskrifte van die BESTUURDER te alle tye te gehoorsaam en na te kom; indien die HOUER en/of enige ander sodanige persoon sou nalaat om die aankomsprosedures, soos van tyd tot tyd voorgeskryf deur die BESTUURDER, na te kom, sal die bepalings van Klousule "3.1.4" mutatis mutandis van toepassing wees.

### 5 VERBOUINGS EN VERSIERING

Die HOUER sal nie die binnekant of die builekant van die SUITE verbeter, versier, verbou, of enige veranderings daaraan maak nie of peuter met enige loebehore, bedrading, aansluitings of waterpype wat die SUITE bedien nie.

## 6. ONDERHOUD

### 6.1 Onderhoud van SUITE:

Behoudens die bepalings van "6.3", "6.4", "6.5" en "7" sal die volgende bepalings geld:

- 6.1.1 Die MAATSKAPPY sal te alle tye verantwoordelik wees vir die behoorlike onderhoud van die hele SUITE, insluitend (maar nie daar toe beperk nie) alle elektriese bedrading en toebehore en hegstuks, loodgieter, pypwerk, toestelle en enige toebehore hoegenaamd, en om die binne oppervlakte van die mure en alle vensters, vensterrame, toebehore en deure, asook die ROERENDE EIENDOM beval in die SUITE, in 'n goeie en werkende toestand te onderhou, verslete of verlore items met nuwes te vervang, en sal ook verantwoordelik wees vir alle onderhoud, herstel, vervanging van enige aard hoegenaamd, die verwijdering van enige versperring in enige afvoerpype, riele, loodgieter en sanitêre toerusting en aansluitings en die onderhoud en vervanging daarvan. Die HOUER het geen verantwoordelikheid in hierdie verband nie behalwe soos elders neergelê en soos neergelê in Klousules "7" en "10" hieronder.
- 6.1.2 Dit word ooreengekom dat die HOUER die gebruik van die SUITE en die ROERENDE EIENDOM op 'n voelstootse grondslag verkry vir die WEEK sonder enige uitdruklike of stilswyende waarborgte en in die toestand soos dit huidiglik is of sal wees wanneer die HOUER gebruik daarvan begin maak. Die MAATSKAPPY sal poog om toe te sien dat binne 'n redelike tydperk nadat dit daarvan in kennis gestel is enige gebrek in die SUITE of ROERENDE EIENDOM herstel word. Enige item, goedere of eiendom wat deur die HOUER in die SUITE geplaas word, sal sover dit die MAATSKAPPY aangaan, op die HOUER se eie risiko wees en die HOUER sal geen eis teen die MAATSKAPPY hê nie vir enige verlies of skade ongeag of dit ontstaan het vanweë die toestand van die SUITE of vanweë enige ander rede hoegenaamd.
- 6.1.3 Die HOUER onderneem om hom gebonde te hou aan enige procedures voorgeskryf in die BESTUURSREGULASIES of deur die BESTUURDER van tyd tot tyd vir die neem van inventarisste van die los en vaste toebehore en die ROERENDE EIENDOM by die aanvang en einde van die relevante WEEK of WEKE.

### 6.2 Onderhoud vir die res van die EIENDOM:

Dit sal die plig van die MAATSKAPPY wees om:

- 6.2.1 benewens die bepalings van "6.1", toe te sien dat die eksterne gedeeltes van die held oorblywende gedeelte van die EIENDOM, beide binne en buite, insluitende die vermaakklikheids-, onspannings- en alle ander fasilitete wat ROERENDE EIENDOM en die gebruikers daarvan dien, insluitende alle toebehore, versierings, uitrusting, toestelle en ROERENDE EIENDOM wat in of tesame met die EIENDOM gebruik word en alle buite terrasse, stoels en toebehore tesame met die parkeerterreine, motorhuise en tuingebiede in 'n goeie, netjiese, veilige en in 'n behoorlik bewoonbare toestand en orde onderhou word, en van tyd tot tyd soos dit nodig of vereis mag wees, items te hernu of te vervang;
- 6.2.2 die EIENDOM en ROERENDE EIENDOM te verseker en verseker te hou teen alle risikos waarvoor die DIREKTEURE dekking nodig ag, of andersins soos besluit deur die lede van die MAATSKAPPY van tyd tot tyd op algemene vergaderings van die MAATSKAPPY.
- 6.3 Die MAATSKAPPY en die BESTUURDER se respektiewe agente of werknemers sal te alle tye geregtig wees om die SUITE wat deur 'n HOUER gebruik word, te inspekteer en as die MAATSKAPPY ontevreden is met die toestand of met die inhoud daarvan, die HOUER aan te sê om enige gebreke reg te stel as sodanige gebreke deur die HOUER veroorsaak is. As die HOUER nalaat om die gebreke te herstel, sal die MAATSKAPPY geregtig wees om onverwyld en sonder benadeling van enige ander regte ingevolge die OOREENKOMS OF GEBRUIKSOOREENKOMS of die STATUTE, die gebreke reg te stel op onkoste van die HOUER en enige onkoste of uitgawes wat dit mag aangaan van die HOUER te verhaal.
- 6.4 Die MAATSKAPPY en die BESTUURDER se gemagtigde werknemers sal te alle redelike tye geregtig wees om enige SUITE op die EIENDOM binne te gaan, om dit na te gaan en om enige gebrek daarin of in enige ander gedeelte van die EIENDOM reg te stel. As die HOUER nie persoonlik teenwoordig is om die SUITE oop te sluit wanneer toegang tot die SUITE benodig word nie, dan sal enige behoorlik gemagtigde agent van die MAATSKAPPY of van die BESTUURDER geregtig wees om die SUITE oop te maak en binne te gaan sonder dat enige eis vir skadevergoeding uit hoofde daarvan sal ontstaan.
- 6.5 Die MAATSKAPPY sal nie verantwoordelik wees nie vir en die HOUER vrywaar die MAATSKAPPY teen enige verlies, skade of besering wat die HOUER of enige ander persoon wat van die SUITE gebruik maak, in die SUITE of in enige ander deel van die MAATSKAPPY se EIENDOM mag ly of opdoen op grond van enige handeling of versuim aan die kant van die MAATSKAPPY of die MAATSKAPPY se werknemers. Die MAATSKAPPY sal ook nie verantwoordelik wees nie vir en die HOUER vrywaar die MAATSKAPPY teen aanspreeklikheid vir enige verlies, skade of besering van enige aard hoegenaamd wat die HOUER of enige ander sodanige persoon mag ly of opdoen vanweë die bestaan van enige gebreke in die EIENDOM of SUITE of vanweë herstelwerk, hernuwingswerk en/of onderhoudswerk wat op die oorblywende gedeelte van die EIENDOM deur die MAATSKAPPY of deur enige ander gebruiker uitgevoer word, of vanweë die feit dat herstelwerk, hernuwingswerk en/of onderhoudswerk nie betys of hoegenaamd nie gedoen is nie, en die HOUER sal ook nie om enige bogenoemde rede of enige ander rede hoegenaamd geregtig wees om enige geldte wat aan die MAATSKAPPY verskuldig is, te weerhou nie.

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## 7. HOUER SE VERANTWOORDELICHEDE

Ongeag eniglets tot die teendeel vervat in "6.1" en "6.2"

- 7.1 Sal die HOUER verplig wees om die SUITE in 'n skoon en netjiese toestand te hou en die inhoud van die SUITE en ander fasilitete in die oorblywende gedeelte van die EIENDOM op so 'n manier te gebruik dat hulle in die bes moonlike toestand behoue bly, onderworpe egter aan die toepaslike bepalings van die Bestuursregulasies.
- 7.2 As dit na die mening van die BESTUURDER noodsaaklik word om enige herstelwerk of hernuwingswerk te laat doen aan die EIENDOM of enige gedeelte daarvan insluitende die SUITE, of enige fasilitete, toebehore of uitrusting wat die EIENDOM dien of wat beskikbaar is vir gebruik deur die HOUER, vanweë enige handeling of versuim deur die HOUER, enige lid van sy huisgesin of enige besoeker of gebruikmaker van die SUITE (ongeag of sodanige handeling of versuim per ongeluk, natatiglik of opsetlik geskied het) sal die HOUER verantwoordelik wees vir die herstel of hernuwing van die betrokke gedeelte van die EIENDOM of ROERENDE EIENDOM. Die MAATSKAPPY het die reg om enige koste deur die MAATSKAPPY aangegaan om sodanige herstelwerk of hernuwingswerk te doen, van die HOUER te verhaal.

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- 10.6.3 90 (NEGENTIG) punte word toegedeel aan elke AANDELEBLOK wat betrekking het op die MIDDLESEISOEN weke (synde weke Nos 3, 19, 20, 21, 37, 38 en 39 soos uiteengesit op Bylae ('G')):
- 10.6.4 80 (TAGTIG) punte word toegedeel aan elke AANDELEBLOK wat betrekking het op die SEMISEISOEN weke (synde weke Nos 4, 5, 6, 7, 8, 9, 10, 11, 12, 18 en 44 soos uiteengesit op Bylae ('G')):
- 10.6.5 PUNTBASIS beteken dat die tarief per PUNT (soos omskryf in 10.6.1 – 10.6.4) bereken word deur die totale Heffingsfonds vir die BEDRYFSJAAR te verdeel deur die somtotaal van die PUNTE wat betrekking het op al die AANDELEBLOKKE wat die totale uitgereikte aandelekapitaal van die MAATSKAPPY daarstel:
- 10.6.6 Die tarief per AANDELEBLOK word bereken deur die tarief per PUNT te vermenigvuldig deur die aantal punte toegedeel aan 'n gegewe AANDELEBLOK.
- 10.7 Enige bedrag verskuldig deur 'n HOUER ten opsigte van 'n heffing of paalemente van 'n heffing sal 'n skuld wees wat aan die MAATSKAPPY verskuldig is en sal deur die MAATSKAPPY verhaalbaar wees. Die verpligting van 'n HOUER om 'n heffing te betaal, beëindig wanneer die HOUER se GEBRUIK wettiglik beëindig is, met dien verstande dat alle agterstallige heffings tot op die datum van sodanige beëindiging nogtans verhaalbaar van die HOUER sal wees. Geen heffing of enige deel van enige heffing wat deur 'n HOUER betaal is, sal by beëindiging van die HOUER se GEBRUIK terugbetaalbaar wees nie.
- 10.8 Die HOUER is aanspreeklik vir die betaling van rente aan die MAATSKAPPY op alle agterstallige heffings of enige gedeelte daarvan teen 'n rentekoers gelykstaande aan 2% (TWEE PER CENTUM) meer as die prima oortrokke bankkoers van tyd tot tyd deur Volkskas Beperk gehef op oortrokke fasiliteite.
- 10.9 Die HOUER is nie geregtig om toegang tot die SUITE te verkry of gebruik daarvan te maak totdat hy alle agterstallige geldte betaal het nie.
- 10.10 Die HOUER het nie die reg om enige geldte wat hy aan die MAATSKAPPY betaal het by ~~wyse van enige heffing terua te eis nie,~~ maar in die geval waar die HOUER die AANDELEBLOK vervreem, sal die oordragnemer ~~geregtig wees~~ op enige krediet wat die HOUER mag toekom kragtens "10.4".

POSBUS 429 P.O. BOX

1985 -09- 17

PRETORIA

REGISTRAR OF COMPANIES

MAATSKAPPYE

## 13 SESSIE VAN REGTE

- 13.1 Die HOUER sal geregtig wees om sy regte hierkragtens in sedeer aan die oordagnemer van die AANDELEBLOK waarop hierdie Ooreenkoms betrekking het:
- 13.1.1 gelyktydig en tesame met die oordrag van die AANDELEBLOK tensy die DIREKTEURE tot die uitstel van die oordrag van die AANDELEBLOK toestem:
- 13.1.2 gelyktydig en tesame met delegasie aan en die aanvaarding van aanspreeklikheid deur die oordagnemer van die HOUER se aanspreeklikheid teenoor die MAATSKAPPY hierkragtens en kragtens die Statute van die MAATSKAPPY;
- 13.1.3 onderhewig aan die toepaslike bepalings van die Statute en aan die voorafverkreë skriftelike toestemming van die MAATSKAPPY
- 13.2 Enige sodanige sessie en delegasie sal in sodanige vorm en op sodanige voorwaardes wees soos deur die MAATSKAPPY van tyd tot tyd bepaal.

## 14 BEEINDIGING

- 14.1 Die GEBRUIKSOOREENKOMS bly alleenlik van volle krag en effek (en net ten opsigte van die WEEK(WEKE)) solank die HOUER die geregistreerde of genottrekende eienaar van die AANDELEBLOK bly of geregtig bly om oordrag daarvan te neem, met dien verstande dat:

- 14.1.1 indien die HOUER of enige persoon wat die SUITE GEBRUIK of wat geregtig is om dit te GEBRUIK sou versuim om die SUITE en/of die GEBOU te ontruim:

14.1.1.1 aan die einde van enige WEEK sonder om eers die skriftelike toestemming van die BESTUURDER daartoe te verkry, tensy die HOUER 'n geldige ooreenkoms bereik het met die HOUER van die daaropvolgende WEEK of WEKE om sy GEBRUIK voort te sit of andersins aan die bepalings van Klousule "3" hierbo voldoen het;

14.1.1.2 op die versoek van die DIREKTEURE of BESTUURDER in die omstandighede na verwys in Klousule "3.1.4", "4.3" of "10.9" hierbo; of

- 14.1.2 indien die HOUER hom skuldig maak aan enige ander verbreking van die bepalings van die OOREENKOMS, GEBRUIKSOOREENKOMS, Statute van die MAATSKAPPY of van die Bestuursregulasies en ingeval die HOUER nalaat om sodanige versuim reg te stel binne 14 (VEERTIEN) dae na versending van skriftelike aanmaning om die versuim reg te stel;

die MAATSKAPPY die reg sal hê, nieteenstaande enige voorafgaande tegemoetkoming en sonder benadeling van enige ander regte waarop dit geregtig mag wees, om hierdie OOREENKOMS onmiddellik te kanselleer en om herbesit van die SUITE te verkry en vir daardie doeleinde om enige regaksie in te stel vir die uitsetting van die HOUER en/of enige ander gebruiker van die SUITE sonder benadeling van die MAATSKAPPY se reg om enige gelde op te eis wat aan hom verskuldig is en om enige skade te eis wat die MAATSKAPPY Mag ly as gevolg van die versuim van die HOUER insluitende regskoste op prokureur-en-kliënt skaal en ongeag of aksie ingestel is of nie

- 14.2 In die die omstandighede in "14.1" vermeld sal die MAATSKAPPY die volgende verdere regte hê:

- 14.2.1 Sonder benadeling van die MAATSKAPPY se reg om die AANDELEBLOK te enige tyd te verkoop, sal die MAATSKAPPY die reg hê om as agent vir en namens die HOUER en as procurator in rem suam die gebruik van die SUITE uit te huur en om alle huurgeld betaal deur enige huurder in te vorder en om eerstens verhuringskommissie @ 15% (VYFTIEN PER CENTUM) daarna enige gelde deur die HOUER aan die MAATSKAPPY verskuldig en daarna enige gelde deur die HOUER verskuldig aan die persoon van wie hy die AANDELEBLOK verkry het af te trek; en

- 14.2.2 Sonder benadeling van enige ander regte en sonder om vooraf die toestemming daartoe van enige pandhouer- verkoper van die HOUER die AANDELEBLOK verkry het te moet verkry, die AANDELEBLOK te verkoop. Die opbrengs ontvang deur die MAATSKAPPY uit die verkooping sal eerstens aangewend word ter delging van agentekommissie, daarna in mindering van enige bedrag verskuldig deur die HOUER aan die MAATSKAPPY en daarna in mindering van die HOUER se aanspreeklikheid teenoor die persoon van wie hy die AANDELEBLOK verkry het en enige surplus sal aan die houer oorbetaal word wat aanspreeklik sal bly vir enige tekort. Vir alle doeleindes van hierdie GEBRUIKSOOREENKOMS word 'n handeling of versuim deur enige persoon wat geregtig is op die gebruik van die SUITE of deur sy genoode geag 'n handeling of versuim van die HOUER te wees.

- 14.3 Teneinde uitvoering te kan gee aan die voorafgaande bepalings het die MAATSKAPPY die reg om die AANDELEBLOK oor te dra en om hierdie GEBRUIKSOOREENKOMS aan die koper van die AANDELEBLOK te sedeer vir en namens die HOUER, wat onmiddellik sy aandeelsertifikaat aan die MAATSKAPPY sal lewer. Indien die HOUER daarin versuim is die MAATSKAPPY geregtig om die nodige oordraginskrywings in sy federegiester en rekords te maak sonder die levering van die aandeelsertifikate en sodra sodanige inskrywings gemaak is sal die HOUER in versuim ophou om 'n lid van die MAATSKAPPY te wees en sal hy geen verdere regte hierkragtens hê nie en sy aandeelsertifikate sal geag gekanselleer te wees en die koper sal geag word 'n geldige titel te verkry het.

## 15 VOLLE OOREENKOMS

Hier GEBRUIKSOOREENKOMS saamgelees met die OOREENKOMS beval die volle ooreenkoms tussen die partye. Die HOUER erken dal geen waarborg aan hom gegee of voorstellings aan hom gemaak is behalwe soos in hierdie GEBRUIKSOOREENKOMS en die OOREENKOMS uileengesil nie. Geen wysiging hiervan is van enige drag of effek tensy dit oop skrif geset is en deur al die partye onderteken is nie

## 16 UITSTEL OF TEGEMOETKOMING

Geen uitstel of tegemoetkoming wat die MAATSKAPPY aan die HOUER mag verleen met betrekking tot die nakoming van enige van sy verpligtinge, benadeel of stel 'n alstanddoening of novasie daar van enige van die MAATSKAPPY se regte ingevolge hierdie GEBRUIKSOOREENKOMS nie.