

SALE OF SHARE BLOCK AGREEMENT

between

.....

and

.....

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1 PARTIES

- 1.1 The Parties to this Agreement are –
- 1.1.1 The Seller described in Annexure A; and
- 1.1.2 The Purchaser described in Annexure A.
- 1.2 The Parties agree as set out below.

2 INTERPRETATION

- 2.1 In this Agreement, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings –
- 2.1.1 "**Act**" means the Share Blocks Control Act, No 59 of 1980;
- 2.1.2 "**AFSA**" means the Arbitration Foundation of Southern Africa;
- 2.1.3 "**Agent**" means, being the selling agent contemplated in clause 14; *[Delete if not applicable]*
- 2.1.4 "**Agreement**" means the agreement contained in this document, including all annexures hereto;
- 2.1.5 "**Auditors**" means the auditors of the Company, being
- 2.1.6 "**Conditions Precedent**" means the suspensive conditions set out in clause 4;
- 2.1.7 "**Companies Act**" means the Companies Act, 71 of 2008;
- 2.1.8 "**Company**" means Welverdiend Properties Share Block Proprietary Limited, registration number 2004/008708/07, a company duly incorporated as a Share Block company in accordance with the provisions of the Act and operating a share block scheme in respect of the Property;
- 2.1.9 "**Effective Date**" means notwithstanding the Signature Date, the first day of the month immediately following the date on which the last of the Conditions Precedent is fulfilled, or such earlier or later date as may be agreed in writing between the Parties;
- 2.1.10 "**Financial Statements**" means the audited financial statements of the Company for the year ended, being the latest audited financial statements of the Company, copies of which are annexed to this Agreement as Annexure C;
- 2.1.11 "**Levy Fund**" means the levy fund established by the Company in terms of section 13 of the Act;

- 2.1.12 "**Loan Obligation**" means, in relation to the Company, the total amount owing from time to time by the Company, excluding any amount owing by the Company in respect of —
- 2.1.12.1 its share capital;
- 2.1.12.2 the aggregate of the amounts transferred in terms of the Companies Act to the reserves and provisions of the Company; and
- 2.1.12.3 any debt to be discharged from moneys in the Levy Fund established by the Company in terms of section 13 of the Act;
- 2.1.13 "**MOI**" means the Memorandum of Incorporation (as such term is defined in the Companies Act) of the Company as at the Signature Date, a copy of which is annexed to this Agreement as Annexure D;
- 2.1.14 "**Movable Assets**" means the movable assets included in the sale as specified in the schedule annexed to this Agreement as Annexure F, if any;
- [See clause 9.2 and delete if no separate sale of movables]*
- 2.1.15 "**Parties**" means the parties to this Agreement;
- 2.1.16 "**Property**" means the immovable property owned by the Company, described as the Remaining Extent of Portion 6 of the Farm Welverdiend No. 243, Registration Division K.T. Northern Province, measuring 1309.6990 hectares, and held by the Company under title deed T10638/2018;
- 2.1.17 "**Purchase Price**" means the amount recorded in clause 6.1 payable in respect of the Sale Interest;
- 2.1.18 "**Purchaser**" means the purchaser described in Annexure A;
- 2.1.19 "**Right of Use**" means a continuous right of use conferred on the holder of the Shares and arising from the Use Agreement;
- 2.1.20 "**Seller**" means the seller described in Annexure A;
- 2.1.21 "**Seller's Attorneys**" means
- 2.1.22 "**Shares**" means 100 shares in the ordinary issued share capital of the Company, which shares entitle the holder thereof to the Rights of Use in respect of the Site;
- 2.1.23 "**Signature Date**" means the date of signature of this Agreement by the Party last signing;
- 2.1.24 "**Site**" means Site number, situated on the Property, having a building area extending by a radius of 20 metres from the applicable co-ordinates set

out in the Schedule annexed to the MOI, to be used in accordance with the provisions of the MOI, the Use Agreement and any applicable rules from time to time of the Company; and

2.1.25 "**Statutory Information**" means the information which is required to be contained in this Agreement in terms of Schedule 2 of the Act and which, to the extent that it is not contained in the body of this Agreement, is specified in the schedule of information annexed to this Agreement as Annexure B;

2.1.26 "**Subject Matter**" means the Shares and the Right of Use; and

2.1.27 "**Use Agreement**" means the agreement which confers a right to or an interest in the Property and the Site, a copy of which is annexed to this Agreement as Annexure E.

2.2 In this Agreement —

2.2.1 clause headings and the heading of the Agreement are for convenience only and are not to be used in its interpretation;

2.2.2 an expression which denotes —

2.2.2.1 any gender includes the other genders;

2.2.2.2 a natural person includes a juristic person and *vice versa*;

2.2.2.3 the singular includes the plural and *vice versa*;

2.2.2.4 a Party includes a reference to that Party's successors in title and assigns allowed at law; and

2.2.2.5 a reference to a consecutive series of two or more clauses is deemed to be inclusive of both the first and last-mentioned clauses.

2.3 Any reference in this Agreement to –

2.3.1 "**days**" shall be construed as calendar days unless qualified by the word "business", in which instance a "business day" will be any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time;

2.3.2 "**laws**" means all constitutions; statutes; regulations; by-laws; codes; ordinances; decrees; rules; judicial, arbitral, administrative, ministerial, departmental or regulatory judgements, orders, decisions, rulings, or awards; policies; voluntary restraints; guidelines; directives; compliance notices; abatement notices; agreements with, requirements of, or instructions by any Governmental Body; and the common law, and "**law**" shall have a similar meaning; and

- 2.3.3 "person" means any person, company, close corporation, trust, partnership or other entity whether or not having separate legal personality.
- 2.4 The words "**include**" and "**including**" mean "include without limitation" and "including without limitation". The use of the words "**include**" and "**including**" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.
- 2.5 Any substantive provision, conferring rights or imposing obligations on a Party and appearing in any of the definitions in this clause 2 or elsewhere in this Agreement, shall be given effect to as if it were a substantive provision in the body of the Agreement.
- 2.6 Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this Agreement.
- 2.7 Unless otherwise provided, defined terms appearing in this Agreement in title case shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning.
- 2.8 A reference to any statutory enactment shall be construed as a reference to that enactment as at the Signature Date and as amended or substituted from time to time.
- 2.9 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.
- 2.10 Except to the extent that any provision of this Agreement expressly provides otherwise, if the only day or the last day for the exercise of any right, performance of any obligation or taking (or procuring the taking of) any action in terms of any provision of this Agreement falls on a day which is not a business day, such right shall be capable of being exercised, or such obligation performed or action taken on the immediately succeeding business day.
- 2.11 The rule of construction that this Agreement shall be interpreted against the Party responsible for the drafting of this Agreement, shall not apply.

3 INTRODUCTION

- 3.1 The Seller is the sole owner of the Subject Matter.
- 3.2 The Purchaser wishes to purchase the Subject Matter, and the Seller has agreed to sell the Subject Matter to the Purchaser with effect from the Effective Date, on the terms and conditions herein contained.

3.3 The Parties wish to record in writing their agreement in respect of the above and matters ancillary thereto.

4 **CONDITIONS PRECEDENT**

4.1 Save for clauses 1 to 4, and clauses 14 to 23 all of which will become effective immediately, this Agreement is subject to the fulfilment of the Conditions Precedent that, within a period of 60 days following the Signature Date –

4.1.1 the Seller furnishes the Purchaser with written confirmation issued by the Company that the Seller has complied with all the provisions contained in clause 15 of the MOI (in terms of which all other shareholders of the Company enjoy a pre-emptive right to acquire the Subject Matter) and that the Subject Matter has not been sold to any other shareholder of the Company pursuant to such provisions;

4.1.2 the directors approve the sale and transfer of the Shares and resolve to note the cession of the Seller's rights and obligations in terms of the Use Agreement;

4.1.3
.....
.....

[Add if required]

4.2 The Seller shall use reasonable endeavours to procure the fulfilment of the Conditions Precedent contained in clauses 4.1.1 and 4.1.2 as soon as reasonably possible after the Signature Date and shall to the extent that such Conditions Precedent have been fulfilled, prior to the expiry of the relevant time periods set out in those clauses, furnish to the Purchaser documents evidencing the fulfilment of such Conditions Precedent to the Purchaser's satisfaction.

4.3 Unless all the Conditions Precedent have been fulfilled or waived by not later than the relevant dates for fulfilment thereof set out in clause 4.1 (or such later date or dates as may be agreed in writing between the Parties) the provisions of this Agreement, save for clauses 1 to 4, and clauses 14 to 23, which will remain of full force and effect, will never become of any force or effect and the *status quo ante* will be restored as near as may be and none of the Parties will have any claim against the others in terms hereof or arising from the failure of the Conditions Precedent.

5 SALE

The Seller sells to the Purchaser, and the Purchaser purchases, as a single indivisible transaction, the Subject Matter with effect from the Effective Date, subject to the terms and conditions contained in this Agreement.

6 PURCHASE PRICE

- 6.1 The Purchase Price of the Subject Matter is the sum of R.....
- 6.2 The Purchase Price shall be paid by the Purchaser to the Seller's Attorneys on or before the Effective Date and be held in trust until the Effective Date, whereupon the said sum shall be paid to the Seller subject to compliance by the Seller with its obligations in terms of clause 8.
- 6.3 The Seller's Attorneys are instructed to invest the said sum with a registered bank of their choice on the basis that —
- 6.3.1 such sum is invested in an interest-bearing account;
- 6.3.2 the interest-bearing account contains a reference to section 86(4) of the Legal Practice Act, No 28 of 2014 ("**Legal Practice Act**");
- 6.3.3 save for such portion thereof as is payable to the Legal Practitioners' Fidelity Fund in accordance with the provisions of section 86(5)(b) of the Legal Practice Act (being 5% thereof), the interest which accrues on such investment is to be for the benefit of the Purchaser and will be paid, after deducting the Conveyancers' professional fee for administering the investment, to the Purchaser on Transfer;
- 6.3.4 the Purchaser will be required to comply with the Financial Intelligence Centre Act, No 38 of 2001 ("**FICA**") and consequently —
- 6.3.4.1 acknowledges that the Cash Deposit cannot be invested and accordingly, interest cannot accrue thereon, until such time as those requirements have been met; and
- 6.3.4.2 renounces any claim for interest where the claim arises from the Conveyancers being unable to invest the deposit as a result of the Purchaser not having properly complied with FICA.

7 POSSESSION AND RISK

- 7.1 With effect from the Effective Date —
- 7.1.1 the Seller shall transfer, cede, delegate and assign to the Purchaser the Right of Use pertaining to the Shares, and the Purchaser shall assume all the Seller's obligations thereunder;

- 7.1.2 all risk in and to the Subject Matter shall pass to and vest in the Purchaser;
- 7.1.3 the Purchaser shall be given possession and occupation of the Site and be entitled to exercise the Right of Use; and
- 7.1.4 the Purchaser shall be liable for all costs, charges and expenses of whatsoever nature relating to the Site, including all contributions payable to the Levy Fund.
- 7.2 The Purchaser records that the Purchaser is aware of the provisions of the MOI relating to the levies which are to be assessed by the Company in order to cover the costs and expenses referred to therein. Accordingly, with effect from the Effective Date and as and when called upon to do so, the Purchaser undertakes and agrees to pay such levies as may from time to time be imposed by the Company pursuant to the relevant provisions of the MOI. The monthly levy is as estimated in paragraph 9 of Annexure B hereto.

8 DELIVERY

- 8.1 A closing meeting of the Seller and the Purchaser shall be held on the Effective Date at such place as the Parties shall agree and, failing agreement, as may be determined by the Seller. The meeting shall be held at a time during normal office hours determined by the Seller and notified to the Purchaser not less than 3 days prior to the date of the meeting.
- 8.2 At the closing meeting the Seller will deliver to the Purchaser —
 - 8.2.1 the share certificate relating to the Shares together with a share transfer form in respect thereof duly completed with the name of the Purchaser as transferee and signed by the Seller;
 - 8.2.2 a resolution of the directors of the Company approving, with effect from the Effective Date, the sale and transfer of the Shares and noting the cession of the Seller's rights and obligations in terms of the Use Agreement,and the Seller's Attorneys shall, against delivery thereof, pay the Purchase Price to the Seller.
- 8.3 The Purchaser will on request —
 - 8.3.1 pay all costs and charges incidental to the transfer of the Subject Matter into the name of the Purchaser, including transfer duty, securities transfer tax (if any) and the costs of obtaining any rates or other clearance certificate, whether issued by a local authority, body corporate, homeowners association, managing agent or similar body (including the confirmation issued by the Company referred to in clause 4.1.1), provided that the Seller shall be liable for all levies, rates and taxes and services up to the Effective Date; and

- 8.3.2 sign all documents required to be signed by the Seller's Attorney in order that transfer of the Subject Matter may be effected into the name of the Purchaser.

9 **FIXTURES AND MOVABLES**

- 9.1 The improvements on the Site are sold with all fixtures and fittings of a permanent nature, including without limitation: fitted carpets, light fittings, curtain rods and rails, pelmets, fitted and/or integrated appliances, television aerials, fitted wall units and shelving, bar counter and stools, sprinkler and irrigation systems, swimming pool cleaning equipment, security and alarm systems, electrified fencing, electronic gates and doors and all remote control units pertaining thereto (which the Seller warrants are all fully paid for).
- 9.2 In addition to the Subject Matter, the Seller hereby, with effect from the Effective Date, sells to the Purchaser who hereby purchases, the Movable Assets for a purchase price of R....., in addition to the Purchase Price referred to in clause 6.1. The Purchaser shall make payment of the said amount directly to the Seller on the Effective Date simultaneously with payment to the Seller of the Purchase Price as contemplated in clause 8.2. The Seller warrants that the Movable Assets to be purchased by the Purchaser in terms of this clause 9.2 shall at all times remain in the Site but makes no other warranty in respect of the Movable Assets, which are sold *voetstoots* and subject, *mutatis mutandis*, to the provisions of clause 11.

[Delete above clause if not required]

10 **WARRANTIES**

- 10.1 The Seller warrants to and in favour of the Purchaser that as at both the Signature Date and the Effective Date –
- 10.1.1 the Seller is the sole beneficial holder of the Subject Matter and is reflected as the sole registered holder of the Shares in the securities register of the Company, and no person has any right to obtain an order for the rectification of such register;
- 10.1.2 subject to fulfilment of the Conditions Precedent in clauses 4.1.1 and 4.1.2, the Seller is entitled and able to give free and unencumbered title in the Subject Matter to the Purchaser on the Effective Date;
- 10.1.3 upon transfer of the Shares to the Purchaser on the Effective Date, the Purchaser shall be entitled to the Rights of Use in respect of the Site;
- 10.1.4 to the best of the Seller's knowledge and belief, the audited annual financial statements of the Company annexed hereto as Annexure C, reflect all material assets and liabilities of the Company as at the date thereof, and there have not occurred any material changes in the state of affairs of the Company since that date of which the Seller is aware;

- 10.1.5 as at the Effective Date, the Purchaser shall be given vacant and undisturbed occupation of the Site;
- 10.1.6 all information relating to the Site which is, or is likely to be material to a Purchaser of the Site has been disclosed to the Seller; and
- 10.1.7 to the best of her knowledge and belief, the Property and the Site comply with all government and local authority requirements and have been built in accordance with approved building plans.
- 10.2 The Seller warrants further that, having made all reasonable enquiries, the Seller is not at the date of signing of this Agreement aware of any fact, matter or circumstance which may result in any warranty contained in this clause being incorrect or untrue.
- 10.3 The Seller hereby discloses, and the Purchaser acknowledges that the Purchaser is aware, that –
- 10.3.1 the Property is subject to a land claim which has been gazetted in terms of section 11(1) of the Restitution of Land Rights Act, No 22 of 1994; and
- 10.3.2 the Company has given notice to the Regional Land Claims Commissioner in terms of section 11(7)(aA) of the above Act that it intends to develop and sell off portions of the Property.
- 10.4 The Seller indemnifies and holds harmless the Purchaser against all claims of any nature whatsoever which may be made against the Purchaser, arising out of any liability or obligation of the Seller to the Company, whether in respect of levy contributions or otherwise howsoever, which arose prior to the Effective Date.

11 VOETSTOOTS SALE

The Purchaser agrees and acknowledges that, subject to the provisions of this Agreement –

- 11.1 the Subject Matter is sold to the Purchaser "voetstoots" without any warranties or representations, either express or implied, and insofar as it relates to the Site and/or any assets of the Company, with all defects, if any, latent or patent, both in respect of the Shares and in respect of any assets of the Company;
- 11.2 the Purchaser has inspected and is acquainted with the Site and accepts the Site "voetstoots" as it stands acknowledging that the Site is in good state of repair with the Seller not being liable for any defects whatsoever;
- 11.3 the Purchaser has read and understood and has accepted and agrees to be bound by and will duly observe the contents and provisions of each of the following documents with effect from the Effective Date —

11.3.1 the MOI; and

11.3.2 the Use Agreement,

and hereby undertakes, if required to do so, to sign any deed of adherence as may be required in terms of the MOI;

11.4 the schedule of information annexed hereto as Annexure B, inclusive of any documents attached thereto, constitutes an integral part of and is included in this Agreement and that, in addition to any other provisions of this Agreement, the Purchaser acknowledges being fully acquainted therewith and that such schedule and documents annexed hereto contain all the information required by Section 17 of the Act and which have not been recorded elsewhere in this Agreement,

subject only to the provisions of the Consumer Protection Act, No 68 of 2008.

12 CERTIFICATES

12.1 The Seller shall, prior to the Effective Date furnish the Purchaser with a valid "Electrical Certificate of Compliance" in respect of the Site in accordance with the Electrical Installation regulation R2920 dated 23 October 1992.

12.2 All costs arising from the inspection, repairing of any defects and the issuing of the aforementioned certificates of compliance shall be borne by the Seller.

13 MANAGEMENT

13.1 It is recorded that the management of the Company is undertaken by the board of directors of the Company, with rights of delegation.

13.2 The board of directors of the Company is entitled to formulate reasonable management rules from time to time which shall be binding on the Purchaser, subject to such rules not being in conflict with the MOI and the Rights of Use.

14 AGENT'S COMMISSION

14.1 The Purchaser warrants that the Agent and nobody else is the selling agent who initiated this sale and was the effective cause thereof and as such is entitled to agent's commission, and that no other person is entitled to commission.

14.2 The Seller shall pay the agent's commission, provided that should this Agreement be cancelled, or should the sale not be implemented due to the failure by the Purchaser to carry out all or any of the Purchaser's obligations under this Agreement, then in such event the Purchaser shall be liable for the agent's commission and the Purchaser shall refund to the Seller any commission paid by the Seller to the Agent or any commission which the Seller may, in the sole opinion of the Seller's Attorneys, be liable to pay to the Agent.

[If no agent was involved, delete the above provisions and use the provision below]

Each of the Parties hereto hereby warrants that the transaction recorded in this Agreement was not directly or indirectly introduced by or concluded through the agency of any third party and that no finder's fee, brokerage, commission or similar compensation is payable in respect of this transaction or any part thereof.

[Delete the above provision if clauses 14.1 and 14.2 are used]

15 GENERAL WARRANTIES

- 15.1 Each of the Parties hereby warrants to and in favour of the other that –
- 15.1.1 it has the legal capacity and has taken all necessary corporate action required to empower and authorise it to enter into this Agreement;
- 15.1.2 this Agreement constitutes an agreement valid and binding on it and enforceable against it in accordance with its terms;
- 15.1.3 the execution of this Agreement and the performance of its obligations hereunder does not and shall not –
- 15.1.3.1 contravene any law or regulation to which that Party is subject;
- 15.1.3.2 contravene any provision of that Party's constitutional documents; or
- 15.1.3.3 conflict with or constitute a breach of any of the provisions of any other agreement, obligation, restriction or undertaking which is binding on it; and
- 15.1.4 to the best of its knowledge and belief, it is not aware of the existence of any fact or circumstance that may impair its ability to comply with all of its obligations in terms of this Agreement;
- 15.1.5 it is entering into this Agreement as principal (and not as agent or in any other capacity);
- 15.1.6 the natural person who signs and executes this Agreement on its behalf is validly and duly authorised to do so;
- 15.1.7 no other party is acting as a fiduciary for it; and
- 15.1.8 it is not relying upon any statement or representation by or on behalf of any other Party, except those expressly set forth in this Agreement.
- 15.2 Each of the representations and warranties given by the Parties in terms of clause 15.1 shall –

- 15.2.1 be a separate warranty and will in no way be limited or restricted by inference from the terms of any other warranty or by any other words in this Agreement;
- 15.2.2 continue and remain in force notwithstanding the completion of any or all the transactions contemplated in this Agreement; and
- 15.2.3 *prima facie* be deemed to be material and to be a material representation inducing the other Party to enter into this Agreement.

16 BREACH

- 16.1 If a Party ("**Defaulting Party**") commits any breach of this Agreement and fails to remedy such breach within 7 business days ("**Notice Period**") of written notice requiring the breach to be remedied, then the Party giving the notice ("**Aggrieved Party**") will be entitled, at its option –
 - 16.1.1 to claim immediate specific performance of any of the Defaulting Party's obligations under this Agreement, with or without claiming damages, whether or not such obligation has fallen due for performance, and to require the Defaulting Party to provide security to the satisfaction of the Aggrieved Party for the Defaulting Party's obligations; or
 - 16.1.2 to cancel this Agreement, with or without claiming damages, in which case written notice of the cancellation shall be given to the Defaulting Party, and the cancellation shall take effect on the giving of the notice. Neither Party shall be entitled to cancel this Agreement unless the breach is a material breach. A breach will be deemed to be a material breach if —
 - 16.1.2.1 it is capable of being remedied, but is not so remedied within the Notice Period; or
 - 16.1.2.2 it is incapable of being remedied or is not remedied within the Notice Period, and payment in money will compensate for such breach but such payment is not made within the Notice Period.
- 16.2 The Parties agree that any costs awarded will be recoverable on an attorney-and-own-client scale unless the Court specifically determines that such scale shall not apply, in which event the costs will be recoverable in accordance with the High Court tariff, determined on an attorney-and-client scale.
- 16.3 The Aggrieved Party's remedies in terms of this clause 16 are without prejudice to any other remedies to which the Aggrieved Party may be entitled in law.

17 DISPUTE RESOLUTION

- 17.1 In the event of there being any dispute or difference between the Parties arising out of this Agreement (including but not limited to any dispute or difference as to the validity or

otherwise of this Agreement, or as to the enforceability of this Agreement), the said dispute or difference shall on written demand by either Party be submitted to arbitration in Johannesburg in accordance with the AFSA rules, which arbitration shall be administered by AFSA.

- 17.2 Should AFSA, as an institution, not be operating at that time or not be accepting requests for arbitration for any reason, or should AFSA refuse to accept the particular request for arbitration for whatever reason, then the arbitration shall be conducted in accordance with the AFSA rules for commercial arbitration (as last applied by AFSA) before an arbitrator appointed by agreement between the parties to the dispute or failing agreement within 10 business days of the demand for arbitration, then any party to the dispute shall be entitled to forthwith call upon the chairperson of the Johannesburg Bar Council to nominate the arbitrator, provided that the person so nominated shall be an advocate of not less than 10 years standing as such. The person so nominated shall be the duly appointed arbitrator in respect of the dispute. In the event of the attorneys of the parties to the dispute failing to agree on any matter relating to the administration of the arbitration, such matter shall be referred to and decided by the arbitrator whose decision shall be final and binding on the parties to the dispute.
- 17.3 Nothing herein contained shall be deemed to prevent or prohibit a party to the arbitration from applying to the appropriate court for urgent relief or for judgment in relation to a liquidated claim.
- 17.4 Any arbitration in terms of this clause 17 (including any appeal proceedings) shall be conducted *in camera* and the Parties shall treat as confidential details of the dispute submitted to arbitration, the conduct of the arbitration proceedings and the outcome of the arbitration.
- 17.5 This clause 17 will continue to be binding on the Parties notwithstanding any termination or cancellation of the Agreement.
- 17.6 The Parties declare that it is their intention that this clause 17 will regulate the manner in which they will resolve any dispute or difference regarding the validity or otherwise of this Agreement, regardless of the fact that one of the parties may dispute the validity or enforceability of the Agreement.
- 17.7 The Parties agree that the written demand by a party to the dispute in terms of clause 17.1 that the dispute or difference be submitted to arbitration, is to be deemed to be a legal process for the purpose of interrupting extinctive prescription in terms of the Prescription Act, 1969.

18 NOTICES AND DOMICILIA

- 18.1 The Parties select as their respective *domicilia citandi et executandi* for the purposes of giving or sending any notice provided for or required under this Agreement, the respective physical addresses set out in Annexure A.
- 18.2 Either Party may change its *domicilium* to another physical address in the Republic of South Africa (provided that such physical address is not a post office box or *poste restante*), or may change its address for the purposes of notices to any other physical address or email address by written notice to the other Party to that effect. Such change of address will be effective 5 business days after receipt of the notice of the change.
- 18.3 All notices to be given in terms of this Agreement will be given in writing and will —
- 18.3.1 be delivered by hand or sent by email;
- 18.3.2 if delivered by hand during business hours, be presumed to have been received on the date of delivery. Any notice delivered after business hours or on a day which is not a business day will be presumed to have been received on the following business day; and
- 18.3.3 if sent by email during business hours, be presumed to have been received on the date of successful transmission of the email. Any email sent after business hours or on a day which is not a business day will be presumed to have been received on the following business day.
- 18.4 Notwithstanding the above, any notice given in writing, and actually received by the Party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause 18.

19 BENEFIT OF THE AGREEMENT

This Agreement will also be for the benefit of and be binding upon the successors in title and permitted assigns of the Parties or either of them.

20 APPLICABLE LAW AND JURISDICTION

- 20.1 This Agreement will in all respects be governed by and construed under the laws of the Republic of South Africa.
- 20.2 Subject to clause 17, the Parties hereby consent and submit to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Division, Pretoria in any dispute arising from or in connection with this Agreement.

21 GENERAL

21.1 Whole Agreement

21.1.1 This Agreement constitutes the whole of the agreement between the Parties relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on either of the Parties.

21.1.2 This Agreement supersedes and replaces any and all agreements between the Parties (and other persons, as may be applicable) and undertakings given to or on behalf of the Parties (and other persons, as may be applicable) in relation to the subject matter hereof.

21.2 Variations to be in Writing

No addition to or variation, deletion, or agreed cancellation of all or any clauses or provisions of this Agreement will be of any force or effect unless in writing and signed by the Parties.

21.3 No Indulgences

No latitude, extension of time or other indulgence which may be given or allowed by either Party to the other in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of either Party arising from this Agreement and no single or partial exercise of any right by either Party under this Agreement, shall in any circumstances be construed to be an implied consent or election by that Party or operate as a waiver or a novation of or otherwise affect any of its rights in terms of or arising from this Agreement or estop or preclude it from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof. Failure or delay on the part of either Party in exercising any right, power or privilege under this Agreement will not constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

21.4 No Waiver or Suspension of Rights

No waiver, suspension or postponement by either Party of any right arising out of or in connection with this Agreement shall be of any force or effect unless in writing and signed by that Party. Any such waiver, suspension or postponement will be effective only in the specific instance and for the purpose given.

21.5 Provisions Severable

All provisions and the various clauses of this Agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this Agreement which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as *pro non scripto* and the remaining provisions and clauses of this Agreement shall remain of full force and effect. The Parties declare that it is their intention that this Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

21.6 Continuing Effectiveness of Certain Provisions

The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

21.7 No Assignment

Neither this Agreement nor any part, share or interest herein nor any rights or obligations hereunder may be ceded, delegated or assigned by either Party without the prior signed written consent of the other, save as otherwise provided herein.

21.8 Exclusion of Electronic Signature

The reference in clauses 21.2, 21.4 and 21.7 to writing signed by a Party shall, notwithstanding anything to the contrary in this Agreement, be read and construed as excluding any form of electronic signature.

22 COSTS

Except as otherwise specifically provided herein, each Party will bear and pay its own legal costs and expenses of and incidental to the negotiation, drafting, preparation and implementation of this Agreement.

23 SIGNATURE

23.1 This Agreement is signed by the Parties on the dates and at the places indicated below.

23.2 This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement as at the date of signature of the Party last signing one of the counterparts.

23.3 The persons signing this Agreement in a representative capacity warrant their authority to do so.

23.4 The Parties record that it is not required for this Agreement to be valid and enforceable that a Party shall initial the pages of this Agreement and/or have its signature of this Agreement verified by a witness.

SIGNED at on 2019

For and on behalf of
SELLER

Signature

Name of Signatory

Designation of Signatory

SIGNED at on 2019

For and on behalf of
PURCHASER

Signature

Name of Signatory

Designation of Signatory

Particulars of the Parties

SELLER

Full Name:

Identity/Registration No:

Domicilium Address:
.....
.....

Marked for the attention of:

Email address

PURCHASER

Full Name:

Identity/Registration No:

Domicilium Address:
.....
.....

Marked for the attention of:

Email address

Statutory information – Section 17 of the Share Blocks Control Act

1 ADDRESS AND INCORPORATION OF THE COMPANY

1.1 Registered address:

68 Corlett Drive

Melrose North

2196

1.2 Date of incorporation: 1 April 2004

1.3 Transfer office: As per registered address in 1.1

1.4 Postal address: As per registered address in 1.1

1.5 Address at which financial records are kept:

Tax House

68 Corlett Drive

Melrose North

2196

1.6 Holding company name – Not applicable

2 DIRECTORS AND MANAGEMENT

2.1 Particulars of Directors:

2.1.1 Name:

Occupation

Term of Office Indefinite

Remuneration Nil

Address

Nationality

2.1.2 Name:

Occupation

Term of Office Indefinite

Remuneration Nil

Address

Nationality

2.1.3 Name:

Occupation

Term of Office Indefinite

Remuneration Nil

Address

Nationality

2.2 The Chairman of the board of directors of the Company is

2.3 Particulars of any right held by any person in respect of the appointment of any Director: None

2.4 The borrowing powers of the Company exercisable by the directors of the Company and the manner in which such borrowing powers may be varied are as set out in the Companies Act, subject the limitation referred to in clause 5.4 of the MOI, a copy of which is annexed to the Agreement as Annexure D. The borrowing powers exercisable by the directors of the Company are further circumscribed by the provisions of Section 14(1) of the Share Blocks Control Act.

3 AUDITOR

Name

Address

4 COMPANY SECRETARY

Name Tax House

Address 68 Corlett Drive, Melrose North, 2196

5 PROPERTY

5.1 Property Description

The Remaining Extent of Portion 6 of the Farm Welverdiend No. 243, Registration Division K.T. Northern Province, measuring 1309.6990 hectares, held by title deed T10638/2018

5.2 Registered owner: Welverdiend Properties Share Block Proprietary Limited

5.3 Terms of lease of the Property by the Company: Not Applicable

5.4 Description of area subject to Right of Use by the Purchaser:

Site situated on the Property

5.5 Details of mortgage bond:

5.5.1 Name and Address of mortgagee in respect of mortgage bond over the Company's property: Not Applicable

5.5.2 Registered capital amount of mortgage bond: Not Applicable

5.5.3 Annual rate of interest payable in respect of loan secured by mortgage bond: Not Applicable

5.5.4 Duration of mortgage bond: Not Applicable

5.5.5 Terms and conditions as to repayment of capital and interest: Not Applicable

5.6 Date Purchaser entitled to use of portion of Company's immovable property: See clause 7.1.3 of the Agreement.

5.7 The Seller is not aware of any circumstances that would preclude the opening of a Sectional Title Register under Section 5 of the Sectional Titles Act in relation to the Company's immovable property.

6 PARTIES TO THE CONTRACT

6.1 Seller:

6.1.1 Name As per Annexure A to the Agreement in respect of which this information schedule is Annexure B

6.1.2 Address As per Annexure A to the Agreement in respect of which this information schedule is Annexure B

6.2 Purchaser:

6.2.1 Name As per Annexure A to the Agreement in respect of which this information schedule is Annexure B

6.2.2 Address As per Annexure A to the Agreement in respect of which this information schedule is Annexure B

7 SHARES WHICH ARE THE SUBJECT MATTER OF THE CONTRACT

Shares sold: 100

Name and address of the registered holder of the Shares sold:

The Seller as referenced in 6.1

If the shares are not registered in the name of the Seller when the contract is entered into, the name and address of the person in whose name they are registered:

Not applicable

If the shares are sold by a share block developer, the number of shares held and not held by the share block developer when the contract is entered into:

Not applicable

8 PURCHASE PRICE

8.1 Purchase Price: R.....

8.2 The whole of the Purchase Price is allocated to the purchase of the Shares.

8.3 The amounts payable in addition to the Purchase Price: Other than costs set out in the Agreement, Nil/R..... in respect of movables. *[Delete or complete as necessary]*

8.4 Occupational interest:

Not applicable as possession will only be given on payment of the Purchase Price in full

8.5 Payments by which the Purchase Price were and is to be discharged:

8.5.1 R..... deposit to be paid on

8.5.2 Balance of Purchase Price to be secured by guarantee within business days of the Signature Date;

8.5.3 Balance of Purchase Price on the Effective Date.]

8.6 Interest on Purchase Price: [Not applicable]

8.7 All payments to be made to the Seller at:

.....

9 CONTRIBUTIONS TO LEVY FUND

9.1 Normal levy: R..... per month.

9.2 Special levy: R..... per month until R.....
/ Not Applicable [*Delete and/or complete as required*]

10 LOAN OBLIGATION

10.1 Total amount of the Company's loan obligation as reflected in the financial statement at the end of the accounting period contemplated in section 15(5)(b) of the Share Blocks Control Act: Nil.

10.2 The amount and terms of redemption of any loan comprised in the Company's loan obligation which may be redeemed otherwise than in accordance with a resolution contemplated in Section 14(1) of the Share Block Control Act (i.e. 75% majority or upon the liquidation of the Company): Nil

10.3 Annual rate of interest payable in respect of loan referred to in paragraph 10.2 above: Nil.

10.4 Balance of allocated loan obligation payable by the Purchaser to the Company – Nil

10.5 Details of any resolution of which the Seller is aware which may have been passed by the shareholders of the Company to increase its loan obligation: Nil

11 INSURANCE

~~At present, the~~ The improvements on ~~each the respective~~ Sites are insured by the applicable share block owners (at their own cost) and not by the Company.

12 DOCUMENTS ATTACHED TO THE CONTRACT

12.1 Annexure C – Latest Audited Annual Financial Statements of the Company;

12.2 Annexure D – Memorandum of Incorporation of the Company;

12.3 Annexure E – Use Agreement;

12.4 Annexure F – Movable Assets Sold;

12.5 Details of any material changes of which the Seller is aware in the state of affairs of the Company: Nil

Latest Annual Financial Statements of the Company

Memorandum of Incorporation of Company

Use Agreement

Movable Assets Sold