

**ANTHEM PROPERTY INVESTMENT (S.A.) SHAREBLOCK PROPRIETARY LIMITED**  
**Reg. No. 1969/8560/07**

**Fractional-ownership Agreement of Sale**

Between

**PLETTENBERG PARK (PTY) LTD.**  
**Reg. No. 2001/028686/07**

Of  
Robberg Road, Plettenberg Bay, 6600  
["the Seller"]  
and includes their successors-in-title

AND

FULL NAME: \_\_\_\_\_  
ID NO: \_\_\_\_\_ COMPANY/CLOSE CORPORATION NO (if applicable) \_\_\_\_\_  
LANGUAGE: \_\_\_\_\_ MARITAL STATUS (Married/Single/Widowed/Divorced): \_\_\_\_\_  
If Married (state whether in/out of community of property): \_\_\_\_\_  
of Ordinary Business/Residential address: \_\_\_\_\_  
\_\_\_\_\_ Postal code: \_\_\_\_\_  
Postal address: \_\_\_\_\_  
\_\_\_\_\_ Postal code: \_\_\_\_\_  
Telephone (H): \_\_\_\_\_ Telephone (O): \_\_\_\_\_ Telefax (O): \_\_\_\_\_

[the "Purchaser"]  
and includes his successors-in-title.

In this Agreement, unless the context otherwise indicates, the words and expressions defined in Annexure "A", Annexure "B" and Annexure "D" hereto shall have the same meanings as those assigned to them in the said Annexures.

1. SALE

Subject to the Terms and Conditions contained in Annexure "A", the Seller hereby sells to the Purchaser, who hereby purchases:

- 1.1 The share block/s referred to in the Schedule appearing below, each share block comprising the number of ordinary Shares set out in the Schedule (the "Shares"), together with that portion of the loan obligation of Anthem Property Investment (S.A.) Share Block (Pty) Limited (the "Company"), owing by the Company to the Seller, allocated to the share block in terms of the Articles of Association of the Company (the "Seller's loan account"); and
- 1.2 A Fractional-ownership interest in the Accommodation referred to in the Schedule appearing below, and the Movables in such Accommodation referred to in Annexure "B1", conferred by the Shares and arising out of the Articles of Association and in terms of the Use Agreement (Annexure "B"), which consists of:
  - 1.2.1 the right to or interest in the recurrent and annual exclusive use, possession and occupation of the Accommodation for fractional-ownership residential purposes; and
  - 1.2.2 the right to or interest in the recurrent and annual exclusive use of the Movables used in conjunction with the right referred to in 1.2.1; and

- 1.2.3 the right to or interest in the recurrent annual use, in common with others, of the Common Property and Common Facilities in terms of, inter alia, the Management Regulations;

For the Time Modules in respect of the Accommodation referred to in the Schedule appearing below until the Company is either liquidated or the share block cancelled (the "Fractional-ownership Interest").

(The Shares, Seller's loan account and the Fractional-ownership Interest are collectively referred to as the "Sale Object" and these component parts of the Sale Object are indivisible).

2. TOTAL PURCHASE PRICE

The total purchase price of the Sale Object shall be the total purchase price referred to in the Schedule and shall be paid by the Purchaser in terms of the Payment Schedule (Schedule 1).

3. The number of Shares held and not held by the Seller when this Agreement of Sale is entered into:

Number held by Seller \_\_\_\_\_; number held by third parties \_\_\_\_\_. (the Purchaser authorizes the Seller to complete this clause before the Seller signs the Agreement of Sale).

4. UTILISATION OF FRACTIONAL-OWNERSHIP INTERESTS

Provided the Purchaser is not in breach of any of his obligations in terms of this Agreement, the Purchaser shall be entitled to use the Fractional-ownership Interest for the first time in the Year referred to in the Schedule.

5. RIGHT OF RESCISSION

The Purchaser is entitled to terminate this Agreement within 5 [five] business days of the date of signature of the Agreement by the Purchaser, exclusive of the day of signature provided that:-

- 5.1 The notice of termination by the Purchaser must be conveyed in writing and received by the Seller within the 5 [five] business day period, at the address reflected in this clause.

- 5.2 Receipt of facsimiles, telexes, telegrams or phonograms by the Seller within the stipulated period shall be deemed to be compliance with clause 8.1.

Upon termination of the agreement in terms hereof the Seller shall immediately refund all payments made by the Purchaser and/or return any share certificates, title deeds or other documents handed over or paid in terms of this Agreement.

For the purposes of this clause the addresses of the Seller are as follows:

PHYSICAL  
Robberg Road, Plettenberg Bay, 6600

POSTAL  
P O Box 167, Plettenberg Bay, 6600

FACSIMILE  
044 5339092

THUS DONE AND SIGNED AT \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ in the presence of the undersigned witness:

AS WITNESS:

1. \_\_\_\_\_

FOR AND ON BEHALF OF THE PURCHASER  
I acknowledge that I am acquainted with and understand the contents of this Agreement. I warrant that I have the capacity to enter into this Agreement, and that all the annexures referred to in this Agreement were attached to the Agreement when I signed the same.

If signed by a Company/Close Corporation/Trust, state full name and capacity of signatory attach authorizing Resolution

FULL NAMES OF AUTHORISED SIGNATORY

CAPACITY

AS WITNESS:

1. \_\_\_\_\_

AUTHORISED SIGNATORY  
I acknowledge that I am acquainted with and understand the contents of this Agreement. I warrant that I have the capacity to enter into this Agreement, and that all the annexures referred to in this Agreement were attached to the Agreement when I signed the same.

SIGNED BY THE SELLER AT \_\_\_\_\_ ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

AS WITNESS:

1. \_\_\_\_\_

FOR AND ON BEHALF OF THE SELLER

SIGNED BY THE COMPANY AT \_\_\_\_\_ ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

AS WITNESS:

1. \_\_\_\_\_

FOR AND ON BEHALF OF THE COMPANY

**PAYMENT SCHEDULE**

Schedule 1

A. DEPOSIT PAYMENT: being R\_\_\_\_\_

Payable by a) cheque/cash \_\_\_\_\_  
Or b) credit card \_\_\_\_\_

Credit Card Details:

Type: Visa \_\_\_ Mastercard \_\_\_ Amex \_\_\_ Diners \_\_\_

Credit Card Number \_\_\_\_\_ CVV No.: \_\_\_\_\_

Terms: Immediate\_\_\_ or Budget 6\_\_\_ 12\_\_\_ 18\_\_\_ 24\_\_\_ months

Signature of Cardholder: \_\_\_\_\_ Expiry Date \_\_\_\_/\_\_\_\_/\_\_\_\_

B. BALANCE OUTSTANDING: being R\_\_\_\_\_

Payable by a) cheque/cash \_\_\_\_\_  
b) 6 equal monthly instalments (Postdated cheques enclosed) \_\_\_\_\_  
c) 6 equal monthly instalments (credit card debits) \_\_\_\_\_  
d) 12 equal monthly instalments (postdated cheques enclosed) \_\_\_\_\_  
e) 12 equal monthly instalments (credit card debits) \_\_\_\_\_

Credit Card Details:

Type: Visa \_\_\_ Mastercard \_\_\_ Amex \_\_\_ Diners \_\_\_

Credit Card Number \_\_\_\_\_ CVV No.: \_\_\_\_\_

Terms: Immediate\_\_\_ or Budget 6\_\_\_ 12\_\_\_ 18\_\_\_ 24\_\_\_ months

Signature of Cardholder: \_\_\_\_\_ Expiry Date \_\_\_\_/\_\_\_\_/\_\_\_\_

OR f) debit order on instalment / external credit finance

Repayment Period: 24 \_\_\_ 36 \_\_\_ 48 \_\_\_ 60 \_\_\_ months

Monthly Instalment: R \_\_\_\_\_ Date of First Instalment: \_\_\_\_/\_\_\_\_/\_\_\_\_

Interest Rate: \_\_\_\_\_% above prime lending rate Date of Last Instalment: \_\_\_\_/\_\_\_\_/\_\_\_\_

C. DEBIT ORDER AUTHORISATION:

The Purchaser by his signature hereto irrevocably authorizes Plettenberg Park (Pty) Ltd or its nominee to originate debits to the account of the institution named above or any institution to which he may transfer such account, through means of the Magtape Service computer system in redemption of his indebtedness as detailed in the payment schedule. The authority hereby given shall not be construed as a substitution or variation of the Purchaser's obligations in terms of the Agreement of Sale or as a novation of any of the rights of the Company in terms hereof.

SIGNED at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_

Authorised Signatory: \_\_\_\_\_

D. PAYMENTS

All payments as set out in Sections A, B and C must be made payable to \_\_\_\_\_ Trust Account.

**Schedule 2**

**SHARE SCHEDULE**

SHARE BLOCK	CLASS OF SHARE	NO OF SHARES	ACCOMODATION	TIME MODULE	TOTAL PURCHASE PRICE	AMOUNT OF SERVICE FEE WHEN AGREEMENT ENTERED INTO	DATE OF FIRST UTILIZATION
					R		
					R		
					R		

AS TO SHARES R \_\_\_\_\_  
AS TO LOAN ACCOUNT R \_\_\_\_\_

**NOTE:** The total purchase price includes Value Added Tax.

## ANNEXURE "A"

### TERMS AND CONDITIONS OF AGREEMENT OF SALE

#### 1. DEFINITIONS AND INTERPRETATION:

- 1.1 The Annexures referred to in the Agreement of Sale and any document herein referred to, including the time module table and Memorandum and Articles of Association of the Company, shall be deemed to be incorporated in this Agreement, as if specifically embodied herein.
- 1.2 The words and expressions in this Agreement, other than defined in terms of this clause, Annexure "B" and the Articles of Association of the Company, shall bear the meanings assigned to them in the Share Blocks Act and the Time-Sharing Act.
- 1.3 The headings of the respective clauses in this Agreement are for reference purposes only, and shall not be taken into account in the interpretation of this Agreement.
- 1.4 In this Agreement the singular shall include the plural and vice versa. Any gender shall include the other genders.
- 1.5 All notices for all purposes of this Agreement shall be:
  - 1.5.1 in writing;
  - 1.5.2 sent by registered post, or delivered during normal business hours;
  - 1.5.3 addressed to the respective party at his domicilium citandi et executandi referred to in 25 and subject to a party's rights in regard thereto referred to in 25; and
  - 1.5.4 deemed to be received by the party to whom it is addressed at the time of delivery thereof, or on the 4th (fourth) day following the posting thereof in the Republic, as the case may be.
- 1.6 A certificate by the Seller or its agent to that effect shall be prima facie proof of the fact that a Purchaser is in arrear with any payment to be made by him in terms of this Agreement and of the extent of such arrears, and that the Purchaser is in breach of his obligations in terms of this Agreement, or of the amount of the Seller's penalty/damages for the purposes of 18.1.4 below, or of the amount of the Service Fee.
- 1.7 For all purposes of this Agreement, any act or omission on the part of any occupant of the Accommodation including a lessee, sub-lessee or occupant or user of the Accommodation or invitee of the Purchaser, shall be deemed to be the act or omission of the Purchaser.
- 1.8 Subject to 1.2, and in this Agreement, unless the context otherwise indicates, the words and expressions defined in the Use Agreement (Annexure "B") shall have the same meanings herein as those assigned to them therein.
- 1.9 In this Agreement, unless the context otherwise indicates, the following words and expressions shall have the meanings assigned to them hereunder:
  - 1.9.1 **Bank** - any deposit taking institution [as defined in the Deposit Taking Institutions Act, No. 94 of 1990 of the Republic of South Africa] or other person with which the Seller and/or Purchaser has entered into an agreement for the provision of finance for the benefit of the Purchaser in terms of this Agreement, which Bank is deemed to be the agent of the Purchaser.
  - 1.9.2 **Completion or completed** - as defined in 12.7 of this annexure.
  - 1.9.3 **Company** – Anthem Property Investment (S.A.) Shareblock (Proprietary)Limited
  - 1.9.4 **Discounting Agreement** - Any agreement entered into between the Seller and the Bank in terms of which the Seller discounts the total purchase price or a portion thereof.
  - 1.9.5 **Effective Date** - the last of the dates of signature of the Agreement of Sale by the Seller, Purchaser and Company.
  - 1.9.6 **Memorandum and Articles of Association** - the Memorandum and Articles of Association referred to in 4.5 of the Agreement of Sale.

- 1.9.7 **Parties** - the Seller and the Purchaser.
- 1.9.8 **Service Fee** - the Service Fee referred to in 10 below.
- 1.9.9 **Use Agreement** - the Use Agreement being Annexure "B" to the Agreement of Sale.
- 1.9.10 **Fractional Ownership** - an annually recurring right of use for time-sharing residential purposes in respect of a Fractional Ownership Unit for the week sequence as more fully described in the Occupation Roster forming part of Annexure "A" of the Articles of Association.

## 2. INTRODUCTION

It is recorded that:

- 2.1 The relevant Accommodation is erected or is in the course of being erected on the Land materially in accordance with the building plans and specifications prepared by an architect appointed by the Seller, which building plans and specifications are available for inspection at the address of the Seller set out on page 1 of this Agreement.
- 2.2 The Company has furnished the relevant Accommodation with the Movables referred to in Annexure "C". Alternatively, the Company shall, at own expense, initially furnish the relevant Accommodation with the Movables referred to in Annexure "C" subject to such Movables being available and appropriate.
- 2.3 In the event of a dispute arising from 2.1 or 2.2, the matter shall be determined by an Architect appointed by the Seller who shall act as an expert and not as an arbitrator.
- 2.4 The Seller intends disposing of the sale object.

## 3. SALE OBJECT

The sale object is defined in 1 of the Agreement of Sale.

## 4 PAYMENTS

- 4.2 All payments to be made by the Purchaser shall be made:
  - 4.2.1 to Plettenberg Park (Pty) Ltd of Robberg Road, Plettenberg Bay, 6600 in their capacity as estate agent, and in trust. The Purchaser and Seller hereby instruct the said estate agents in terms of Section 32 of the Estate Agents Act, No. 112 of 1976, to invest the monies on call with any Bank as defined in the Banks Act, No. 94 of 1990, of the Republic of South Africa for the benefit of the Seller but at the risk of the Purchaser. The said funds shall be paid to the Seller upon the issue and delivery to the Purchaser of a certificate in the form of Annexure "C"; or
  - 4.2.2 in each case free of exchange, and without any deduction whatsoever at the Seller's address as set out at the commencement of this Agreement.
- 4.3 It is specifically recorded that the Seller shall be entitled to discount this Agreement of Sale with a 3<sup>rd</sup> Party and for that purpose to cede all its rights in terms of this Agreement of Sale to such 3<sup>rd</sup> Party. In such event, it shall also be entitled to cede to such 3<sup>rd</sup> Party all its rights in any pledge and cession referred to in 9.1 of Annexure "A" and in such event, the power of attorney granted by the Seller in terms of 9.1 of Annexure "A", shall be deemed to have been delegated to such 3<sup>rd</sup> Party. The Purchaser shall, on receipt of notice, either from the Seller or such 3<sup>rd</sup> Party, of such a cession, be required to pay all further amounts due in terms of this Agreement to such 3<sup>rd</sup> Party at the address set out in such notice but shall continue to look solely to the Seller in respect of all rights which the Purchaser may have against the Seller in terms of this Agreement. It is recorded that in the event of such cession, the Seller shall remain bound by all its obligations in terms of this Agreement.

## 5. FURTHER PROVISIONS

This Agreement is further subject to:

- 5.1 the provisions of the Schedule;
- 5.2 the provisions of the Property Time-Sharing Control Act, No. 75 of 1983 of the Republic of South Africa;
- 5.3 the provisions of the Share Blocks Control Act, No. 59 of 1980 of the Republic of South Africa;
- 5.4 the following Annexures:
  - 5.4.1 "A" - further provisions;

- 5.4.2 "A1" - Statutory information required in terms of Section 17 read with Schedule 2 of the Share Blocks Act;
  - 5.4.3 "B" - Use Agreement;
  - 5.4.4 "C" - Inventory of Movables;
  - 5.4.5 "D" - Schedule in terms of paragraph 12(b) of Schedule 2 of the Share Blocks Act; and
  - 5.4.6 "E" - Development Plan of Anthem Property Investments (S.A.) Shareblock (Pty) Ltd
- 5.5 The Memorandum and Articles of Association of the Company.

6. REGULATIONS 5(a) AND 5(b) OF THE TIME-SHARING ACT

In so far as may be required by Law, including in terms of the Time-Sharing Act, the Purchaser hereby consents to the Land or part thereof being used for the purposes of the Property Fractional-ownership Scheme.

7. USE OF THE ACCOMMODATION AND THE COMMON PROPERTY

- 7.1 The Purchaser shall not be entitled to the use of his Fractional-ownership Interest, if he is in arrear with the Service Fee or in breach of any of his obligations in terms of this Agreement or the Use Agreement.
- 7.2 The Purchaser's right to use his Fractional-ownership Interest is governed by the Use Agreement, the Articles of Association of the Company, and the Management Regulations.
- 7.3 The Purchaser shall secure from any person to whom utilization of the Fractional-ownership Interest is given or ceded, a written undertaking in favor of the Company that such person shall comply with all the obligations of the Purchaser in terms of or arising out of this Agreement, the Articles of Association of the Company, the Use Agreement and the Management Regulations.

8. TRANSFER OF THE SHARE BLOCK, CESSION OF SELLER'S LOAN ACCOUNT, AND CESSION OF FRACTIONAL-OWNERSHIP INTEREST

- 8.1 As soon as is reasonably practicable after the Effective Date, and subject to the Use Agreement, the Articles of Association of the Company, the Purchaser not being in breach of any of his obligations in terms of this Agreement, and the Purchaser having complied with 23.4, the Seller shall procure the transfer of the Shares into the name of the Purchaser.
- 8.2 Upon the issue in the name of the Purchaser of the new share certificates in respect of the Shares, such share certificates and the documents specified in 9.1, will be retained by the Seller pursuant to the pledge referred to in that clause. As soon as the Purchaser has paid the total purchase price, the Purchaser shall be entitled to the Share Certificates in respect of his Shares.
- 8.3 By their respective signatures hereto and with effect from the Effective Date, the Seller cedes, assigns and delegates to the Purchaser all the Seller's right, title and interest and obligations in and to the Seller's loan account, which the Purchaser accepts, the Company consenting thereto.
- 8.4 By their respective signatures hereto and with effect from the Effective Date, the Seller cedes, assigns and delegates to the Purchaser all the Seller's right, title, interest and obligations in and to the Fractional-ownership Interest, which the Purchaser accepts, the Company consenting thereto. Without affecting the generality of the foregoing, the Purchaser assumes liability for all the Seller's obligations relating to the Fractional-ownership Interest or arising from the Use Agreement, the Articles of Association of the Company and any Management Regulations.

9. SECURITY FOR THE PAYMENT OF THE PURCHASE PRICE AND SERVICE FEE

- 9.1 Subject to 9.4, and as security for the due fulfillment by the Purchaser of his obligations to the Seller pursuant to this Agreement, the Purchaser hereby pledges, cedes and assigns to the Seller all his right, title and interest in and to the Shares, the Seller's loan account and the Fractional-ownership Interest. The Purchaser appoints the Seller as his attorney and agent irrevocably and *in rem suam* with power of delegation, for the purposes of signing all documents including share transfer forms and other cession or assignment documents and for taking all necessary steps as may be considered desirable by the Seller to enable the Seller to give due effect to and/or execute its rights in terms of the said pledge, cession and assignment. It is recorded that in terms of the Articles of Association of the Company, the Directors have consented to this pledge of the Shares.
- 9.2 It is agreed that until such time as the Purchaser has paid the total purchase price, the Seller shall retain the share certificates in respect of the Shares pursuant to the pledge referred to in 9.1.
- 9.3 Notwithstanding the pledge, cession and assignment of the Fractional-ownership Interest referred to in 9.1, it is agreed that while the Purchaser duly fulfils all his obligations to the Seller in terms of this Agreement, the pledge, cession and assignment of the Fractional-ownership Interest referred to in 9.1, will be suspended and the

Purchaser shall accordingly be bound by the obligations and entitled to all the benefits relating to the Fractional-ownership Interest. Should the Purchaser default in any of the provisions of this Agreement or of the Use Agreement and/or Management Regulations, as a result of which the Seller shall become entitled to exercise any of its rights pursuant to 20, the said pledge, cession and assignment of the Fractional-ownership Interest will immediately become of full force and effect.

9.4 It is recorded that in terms of the Company's Articles of Association the Company has a lien over the Shares for any amounts, which may become due and payable to it by the Purchaser, which ranks above the securities referred to in 9.1.

9.5 Any obligation of the Purchaser to the Bank, arising from this Agreement, shall be deemed to be an obligation in favor of the Seller.

#### 10. SERVICE FEE

10.1 The purchaser acknowledges specifically being aware of the provisions of the Articles of Association of the Company with regard to the Service Fee, which will be calculated and raised by the Directors of the Company, and is payable in terms of the Articles of Association of the Company.

10.2 The costs for which the Service Fee is raised consists of 2 basic categories namely:

10.2.1 costs borne exclusively by the Holders of share block classes conferring Fractional-ownership Interests in that class [the "Fractional-ownership Service Fee"];

10.2.2 common costs to be borne by Holders of all share block classes [the "Common Service Fee"].

#### 11. LOAN BY BANK

In the event that the sale constituted by this Agreement is financed in any manner by the Bank in terms of the Payment Schedule of the Agreement of Sale or if this Agreement is discounted with the Bank or a 3<sup>rd</sup> Party, then:

11.1 If in terms of the Credit Agreement or any other agreement, the Bank or 3<sup>rd</sup> Party has any right of recourse against the Seller, the Purchaser warrants and undertakes that as a material term of this Agreement, that he will duly and punctually fulfill and discharge all payments of whatsoever nature that may be due to the Bank or 3<sup>rd</sup> Party by virtue of the Credit Agreement or any other agreement.

11.2 Until such time as the Purchaser has discharged his obligation to the Bank or 3<sup>rd</sup> Party in full, the Purchaser shall be deemed not to have discharged his obligations in full to the Seller in terms of this Agreement.

11.3 The Purchaser by his signature hereto, irrevocably appoints the Seller as his attorney and agent to sign any application in this regard on his behalf, and further agrees to furnish the Bank or 3<sup>rd</sup> Party and the Seller with any information or documents which may be required by the Bank or 3<sup>rd</sup> Party to consider the Credit Agreement or any other agreement.

11.4 It is specifically recorded that the Seller shall be entitled to discount this Agreement of Sale with a Bank or 3<sup>rd</sup> Party and for that purpose to cede all its rights in terms of this Agreement of Sale to such Bank or 3<sup>rd</sup> Party. In such event, it shall also be entitled to cede to such Bank or 3<sup>rd</sup> Party all its rights in any pledge and cession referred to in 9.1 above and in such event, the power of attorney granted by the Seller in terms of 9.1 above, shall be deemed to have been delegated to such Bank or 3<sup>rd</sup> Party. The Purchaser shall, on receipt of notice, either from the Seller or such Bank or 3<sup>rd</sup> Party, of such a cession, be required to pay all further amounts due in terms of this Agreement to such Bank or 3<sup>rd</sup> Party at the address set out in such notice but shall continue to look solely to the Seller in respect of all rights which the Purchaser may have against the Seller in terms of this Agreement. It is recorded that in the event of such cession, the Seller shall remain bound by all its obligations in terms of this Agreement.

#### 12. MANAGEMENT

The management of the Company, the Land and the Scheme has been undertaken by the managing agent. The Purchaser's utilization of the Fractional-ownership Interest will be regulated by the managing agent so as to ensure, in so far as it is practical in the circumstances, the continued beneficial use and enjoyment of the Accommodation by the Purchaser. The cost of management is part of the Service Fee.

#### 13. UTILISATION OF THE FRACTIONAL-OWNERSHIP INTEREST

The Purchaser shall be entitled to use his Fractional-ownership Interest as set out in the Use Agreement.

14. EXTENSION OF THE SCHEME (IMPROVEMENTS)

- 14.1 It is recorded that the Seller contemplates that the Company's loan obligation may be increased and/or its assets encumbered from time to time, subject to this clause, for the furnishing of the Improvements and the erection of the Accommodation or other Improvements and Infrastructure (the "Improvements") including Improvements to be used for purposes other than Fractional-ownership.
- 14.2 In terms of the Articles of Association of the Company, the increase of such loan obligation will, *inter alia*, be on the basis that the amount thereof will not exceed the actual costs to the Company of making the Improvements or Infrastructure or obtaining the furnishings for the Improvements.
- 14.3 The Improvements will be effected as and when the Seller in its discretion so decides.
- 14.4 The Seller in its discretion, may effect the Improvements in such phases as it deems appropriate and may, deviate from any building plan relating to the Improvements and has no obligation to complete the Improvements at any time or at all.
- 14.5 From the time that the Seller exercises its right in terms of this clause, the right to occupy such part of the Common Property as the Seller may require for the erection of the Improvements, shall vest in the Seller without any consideration whatsoever.
- 14.6 Subject to 8 and the Articles of Association of the Company, and as from the date the Improvements have been erected and Share Blocks allocated thereto in terms of the Articles of Association of the Company, the Holder of such Share Block shall be liable for payment of the Service Fee in respect thereof.
- 14.7 In terms of the foregoing, the Company may increase its loan obligation or encumber any of its assets. This is a reference to Section 14(6) of the Share Blocks Act. The encumbrance shall be for an amount equivalent to the amount in 14.2 and on terms and conditions which at such time as are not more onerous than those applied by the Bank, in respect of loans granted against security of a first mortgage bond over rural Land.
- 14.8 In the event of any dispute as to whether the Improvements have been completed or as to the quality thereof, such dispute shall be referred to an architect appointed by the Seller, who shall act as an expert and not an arbitrator, and whose decision shall be final and binding on all persons, irrespective of whether they were parties to the dispute.
- 14.9 The Purchaser acknowledges being aware that it is possible that on occupation of the Fractional Ownership Interest, other Improvements on the Land may not be complete and ready for occupation, and as a result thereof he may suffer inconvenience. The Purchaser shall not have any claim against the Seller or the Company, nor shall he be entitled to cancel or withdraw from this Agreement as a result of any inconvenience which he may suffer.

15. OFFER

From date of signature hereof by the Purchaser, it shall be deemed that the Purchaser has made an offer to the Seller to purchase the sale object, subject to the following provisions:

- 15.1 The offer is subject to the provisions of this Agreement;
- 15.2 The offer is irrevocable and open for acceptance by the Seller for a period of 150 (one hundred and fifty) days from the date of signature hereof by the Purchaser; and
- 15.3 The Seller shall accept this offer by signing this Agreement before expiry of the period referred to in 15.2 hereof and thereafter within 14 (fourteen) days, handing over or posting a copy hereof by prepaid registered post, to the Purchaser.

16. EXCHANGE ORGANISATION

It is recorded that the Scheme will be affiliated to an exchange organisation such as the Registry Collection and that the Purchaser is obliged to apply for membership of such an organisation. The exchange program for the time being available to the Purchaser will be conducted internally or by the exchange organisation. Neither the Seller nor the Company warrants either the availability of any such exchange program, nor the quality or suitability thereof. No joint venture, partnership or contract of agency exists between such exchange organisation and the Company, except that the Company is authorised to submit membership application forms to such exchange organisation. Such exchange organisation's liability for representations concerning such exchange organisation's exchange program or in any way related to the Scheme is limited to those made in the material supplied by such exchange organisation. The Seller and/or the Company has neither the power nor authority to bind or obligate or incur any liability on behalf of such exchange organisation or any Company associated with

such exchange organisation.

17. RESOLUTIVE CONDITION

It is a material term of this Agreement that this Agreement is subject to the resolutive condition that the Seller shall not have concluded a prior sale in respect of the sale object and is in a position to deliver the same against fulfillment by the Purchaser of his obligations hereunder. In the event that the sale object is subject to a prior sale, then the Seller shall be entitled to substitute the sale object with an equivalent sale object on the same property provided the Seller notifies the Purchaser to that effect within 30 (thirty) days after the Effective Date, or the receipt of any payment of the purchase price, whichever is the later. Neither party shall in such event have any claim whatsoever against the other.

18. RISK

The risk in and to the sale object including without limitation the obligation to make payment of the Service Fee [if applicable], shall pass to the Purchaser on the date referred to in 6 of the Agreement of Sale.

19. VOETSTOOTS

Save as specifically recorded herein:

19.1 The sale object is sold and purchased voetstoots without any warranties or representations either express or implied and with all defects if any, latent or patent, both in respect of the sale object and in respect of any of the assets of the Company;

19.2 The Purchaser acknowledges that:

19.2.1 he is acquainted with the Land, the Accommodation, the Improvements and the Movables and accepts the aforesaid voetstoots as they stand; and

19.2.2 the Land, Accommodation, Improvements and the Movables are in a good state of repair, and the Seller shall not be liable for any defects in the aforesaid whether latent, patent or otherwise.

20. BREACH

20.1 Should the Purchaser:

20.1.1 default in payment of any amount falling due in terms hereof, or fail to observe any of the terms, conditions and/or obligations and/or provisions of this Agreement and the Management Regulations, in regard to which time is of the essence and a breach thereof goes to the root of this Agreement, and fail to remedy such breach within 7 (seven) days of receipt of a notice of such breach; or

20.1.2 commit any act of insolvency or assign, surrender or attempt to assign or surrender his estate or be sequestrated or liquidated whether provisionally or finally, or compromise with any of his creditors or attempt to do so; or

20.1.3 where applicable, fail to observe any of the terms and conditions of the Credit Agreement or any other agreement with the Bank in terms of which the Bank is financing/has financed, is discounting /has discounted his purchase under this Agreement on a recourse basis to the Seller in terms of 11;

then the Seller shall, without prejudice to any other rights which might be available to it, be entitled to either:

20.1.3.1 claim specific performance and in such event any amount owing by the Purchaser to the Seller shall, notwithstanding that its due date shall not have arrived, become due and payable and be deemed to be in arrear; or

20.1.3.2 cancel this Agreement by giving the Purchaser notice thereof; and

[a] claim payment of all arrear payments due in terms of this Agreement; and

[b] retain all payments made by the Purchaser to the Seller prior to such cancellation as forfeited; and

[c] claim and recover from the Purchaser all legal charges which are actually incurred by the Seller (including costs on an attorney and client scale) pursuant to the Seller exercising its rights in terms of this clause and all costs referred to in 20.1.4;

as being the amount which the parties agree will be the prejudice suffered by the Seller as a result of the breach of this Agreement by the Purchaser, regard being had to the Seller's proprietary interest and every other rightful interest of the Seller which will be prejudiced as a result of the aforesaid breach; or

20.1.3.3 claim damages from the Purchaser arising out of such breach.

20.1.4 The Seller shall, if he holds the securities referred to in 9.1, be entitled to realize the sale object in any manner whatsoever (and pending such realization to let the Fractional-ownership Interest or any other interest upon such terms as the Seller may determine) and to retain the entire proceeds including all rentals and other moneys that may be recovered from whatever source, until such time as the Seller's penalty or damages and costs have been determined by judgment or agreement. The proceeds of such realization shall then be applied in reduction of such penalty or damages and costs, it being agreed, without limiting the Seller's right hereunder, that the Seller's damages or penalty and costs shall include all costs that may be incurred by the Seller in restoring the Accommodation or Improvements to a good and saleable condition. The Purchaser shall be liable to pay the Seller any shortfall (in regard to which the Purchaser by his signature hereto consents to judgment) and shall be entitled to receive from the Seller any surplus.

21. SELLER'S WARRANTIES

The Seller warrants that:

21.1 Subsequent to the fulfillment of the Agreement of Sale, there will not be any litigation nor arbitration proceedings pending against the Company; and

21.2 Any Service Fees which are due and payable by the Seller in terms of the Articles of Association of the Company, as owner of the sale object, on the Effective Date, will have been duly paid.

22. PURCHASER'S ACKNOWLEDGEMENTS

The Purchaser acknowledges that he is aware of and fully acquainted with and in so far as may be necessary consents to and agrees to be bound by the matters hereinafter set forth, namely:

22.1 that the Movables are and shall remain the property of the Company.

22.2 the Memorandum and Articles of Association of the Company.

22.3 that notwithstanding anything to the contrary in this Agreement, if the first utilization of the Fractional-ownership Interest occurs within 12 (twelve) weeks of the Effective Date, the Seller and the Company shall be entitled to allocate to the Purchaser in respect of such first utilization, substantially equivalent Accommodation. This clause is for the benefit of both the Seller and the Company.

22.4 that he is aware that he may not transfer his Shares otherwise than in accordance with the Memorandum and Articles of Association of the Company.

23. GENERAL

23.1 The provisions of clause 19 of the Use Agreement apply *mutatis mutandis* to this Agreement of Sale.

23.2 Warranty by Purchaser

The Purchaser warrants that he is neither an unrehabilitated insolvent, nor is he an alien as defined in the Aliens Control Act, No. 96 of 1991.

23.3 Prior Information

The Purchaser acknowledges that prior to his signing this Agreement, the Seller has made readily available for his benefit or inspection the written information or documents referred to in both Section 12(1)(b) and regulation 4 of the Time-Sharing Act.

23.4 Costs

The Purchaser shall be liable for payment upon notice, of all costs including legal fees, stamp duties and secretarial fees and Value Added Tax incurred by the Seller in regard to the transfer of the sale object other than those stamp duties and secretarial fees relating to the transfer of shares, which are included in the total purchase price, and the furnishing of any security in terms hereof, or as required by the Bank.

24. INCREASE OF LOAN OBLIGATION IN TERMS OF SECTION 14(6) OF THE SHARE BLOCKS ACT

It is recorded that the Company's loan obligation may be increased and/or its assets encumbered from time to

time and the Purchaser is specifically referred to the provisions set out in clause 5(d)(iv) of Annexure "A1".

25. DOMICILIA

The parties choose the address set out in page 1 of this Agreement as their respective *domicilium citandi et executandi* and for any other purpose in terms of this Agreement, unless notice to the contrary is given.

26. CHOICE OF LANGUAGE

The Purchaser acknowledges that this Agreement is drawn in the official language of his choice.

27. AGENT / TRUSTEE

In the event of the Purchaser signing this Agreement and professing to act as a trustee or agent for a Company/close corporation to be incorporated, the person so signing shall be deemed to be personally liable in terms of this Agreement should the Company/close corporation not be so incorporated, or not obtain a certificate to commence business, or not ratify and adopt this Agreement within 40 (forty) days of the date of signature hereof. After such incorporation and ratification, the Purchaser, by his signature hereto binds himself as surety and co-principal debtor with such Company/close corporation's obligations, including any loss or penalty/damages, to the Seller arising from or connected to this Agreement, nothing excluded.

**ANNEXURE "A1"**

**STATUTORY INFORMATION REQUIRED IN TERMS OF SECTION 17 OF THE SHARE BLOCKS ACT (SCHEDULE 2)**

**NAME, ADDRESS AND INCORPORATION**

- 1(a) **Name:**  
ANTHEM PROPERTY INVESTMENT (S.A.) SHAREBLOCK (PROPRIETARY) LIMITED  
**Address of registered office, transfer office and at which financial records are kept:** Ground Floor, The Marine Building, 22 Gardiner Street, Durban, 4001.  
**Date of Incorporation:**  
**3 June 1969**  
**Postal address:**  
P O Box 5478, Durban, 4000

**DIRECTORS AND MANAGEMENT**

- 2(a) The names, occupations and addresses of the Directors of the Company (specifying who the chairman and managing director are, if any) and their nationality, if not South African.

<u>NAMES</u>	<u>OCCUPATIONS</u>	<u>ADDRESSES</u>	<u>CAPACITIES</u>	<u>NATIONALITY</u>
Deryk Louis Desvaux de Marigny	Director of Companies	32 Bahia Village 1 First Avenue Umdloti 4350	Director	South African
Russell Howard John Stevens	Director of Companies	Fijnbosch Nooitgedacht Stud Plettenberg District Rd MR1770 Plettenberg Bay 6600	Director	South African

- 2(b) **The term of office for which a director is or has been appointed, and particulars of any right held by any person in respect of the appointment of any director:**  
In terms of the Articles of Association, unless the Company in a general meeting otherwise determines, Directors shall retire annually but be eligible for re-election until they resign or become disqualified from holding office. No persons have any rights in respect of the appointment of Directors.
- 2(c) **Particulars of the remuneration of directors in their capacity as directors and in any other capacity:**  
As determined by the Company in a general meeting from time to time.
- 2(d) **If the Share Block Scheme is managed by a third party under an agreement or arrangement, the name and address of that third party, and a statement as to whether or not any money relating to the Share Block Scheme is entrusted to him:**  
THREE CITIES GROUP LIMITED, Ground Floor, The Marine Building, 22 Gardiner Street, Durban, 4001
- 2(e) **The borrowing powers of the Company exercisable by the directors, and the manner in which such borrowing powers may be varied: Article 10 of the Articles of Association of the Company sets this out.**

**AUDITOR**

3. **The name and address of the auditor of the Company:**  
PKF (Durban), 2<sup>nd</sup> Floor, 12 on Palm Boulevard, Gateway, 4319

**SECRETARY**

4. **The name and address and the professional qualifications, if any, of the secretary of the Company:**  
No Company Secretary.

**PROPERTY**

- 5(a) **A description and the extent of the immovable property owned or leased by the Company:**  
See clause 1.1.9 of the Articles of Association.

(b) **A description of the part of the immovable property, which will be the subject of the right to use by the Purchaser:**  
See Schedule to the Agreement of Sale.

(c) **If the Company does not own the immovable property -**

(i) **the name and address of the registered owner:**  
Not Applicable.

(ii) **the terms on which the Company leases the immovable property:**  
Not Applicable.

(d) **If the immovable property in respect of which the Share Block Scheme is or is to be operated is or is proposed to be mortgaged:**

EXISTING MORTGAGE BOND/S

(i) **the name and address of the person, or his representative, or in the case of a participation bond, the name and address of the nominee Company, or its representative, in favor of whom the mortgage bond over that immovable property is or is to be registered:** Nedbank only.

(ii) **the registered capital amount and duration of the mortgage bond, and the terms and conditions as to repayment of capital and payment of interest:**  
Nedbank Corporate, Mortgage Loan. Registered Capital Amount R5, 066, 462  
Outstanding R698 Duration 24-01-2012

(iii) **the annual rate of the interest payable in respect of the loan secured by the mortgage bond:**  
Prime less 0,5%.

(iv) PROPOSED MORTGAGE BOND/S AND LOAN OBLIGATION/S

It is recorded that the Company's loan obligation may be increased and/or its assets encumbered from time to time for the erection of the Accommodation or other Improvements or Infrastructure on the Land and the acquisition of Movables. In terms of the Articles of Association of the Company, the increase of such loan obligation will be on the basis that the amount thereof will not exceed the actual costs to the Company of erecting the Improvements or Infrastructure, and will furthermore be on terms and conditions as are not more onerous than loans granted by a deposit taking institution as defined in the Deposit Taking Institutions Act, No 94 of 1990 of the Republic of South Africa, against security of a first mortgage bond over land in respect of rural immovable property. This is a reference to Section 14(6) of the Share Blocks Act.

PARTIES TO THE CONTRACT

6. **The names of the parties to the contract and their respective ordinary residential or business addresses in the Republic:**  
See page 1 of the Agreement of Sale.

SHARE WHICH IS SUBJECT OF THE CONTRACT

7(a) **A description of the share which is the subject of the contract:**  
See Schedule 2 to the Agreement of Sale.

(b) **If the share is not registered in the name of the Seller when the contract is entered into, the name and address of the person in whose name it is registered:**  
Not applicable.

(c) **If the share is 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:**  
See clause 5 of the Agreement of Sale.

PURCHASE PRICE UNDER THE CONTRACT

8(a) **The amounts included in or payable in addition to the amount of the purchase price to be paid under the contract, specifying the matter in respect of which each such amount is to be paid, but excluding any amount payable as a penalty or damages for breach of contract or by way of interest on arrear payments:**  
See Schedule 1 of the Agreement of Sale.

(b) **The annual rate at which interest, if any, is to be paid:**  
See Schedule 1 of the Agreement of Sale.

- (c) **The amounts in which the purchase price is to be paid:**  
See Schedule 1 of the Agreement of Sale.
- (d) **The due date or the method of determining the due date of each payment:**  
See Schedule 1 of the Agreement of Sale.
- (e) **The place where payments are to be made:**  
See Schedule 1 of the Agreement of Sale.

CONTRIBUTIONS TO THE LEVY FUND

- 9. **The amount of the contribution which, when the contract is entered into, is to be made in respect of the share which is the subject of the contract for the benefit of the levy fund [Service Fee] established by the Company for the purposes of the Share Block Scheme:**  
See Schedule to Agreement of Sale and clause 10 of Annexure "A".

LOAN OBLIGATION OF COMPANY

- 10(a) **The total amount of the Company's loan obligation, as reflected in its financial statements at the end of the accounting period contemplated in section 15(5)(b) and ended not more than nine months before the date of the contract:**  
R9, 401,000.
- (b) **The amount and terms of redemption of any loan comprised in the Company's loan obligation which, at the date contemplated in subparagraph (a), may be redeemed otherwise than in accordance with a resolution contemplated in section 14(1) or upon the liquidation of the Company:**  
The loan is repayable upon liquidation of the Company or upon cancellation of the relevant shares.
- (c) **The annual rate of the interest payable in respect of any such loan:**  
Nil.
- (d) **If the Seller is a member of the Company, the rights in relation to the loan obligation of the Company ceded by him to the Purchaser:**  
Non-interest bearing and repayable on the liquidation of the Company or cancellation of the Shares.
- (e) **The balance of the amount which the Purchaser is obliged to pay to the Company in relation to its loan obligation:**  
None.
- (f) **In so far as the Seller is aware, a statement in relation to any resolution which may have been passed by the members of the Company to increase its loan obligation:**  
None.

#### INSURANCE

11. **The name and address of the insurance Company which insured the immovable property, the amount of the insurance cover and the nature of the risks covered and, if no such insurance has been effected, a statement to that effect:**  
Glenrand MIB, Sinembe Park, Douglas Saunders Avenue, La Lucia Ridge, 4051  
Buildings R20,993,326  
Contents R 2,500,000

#### DOCUMENTS TO ACCOMPANY THE CONTRACT

12. There shall be annexed to the contract:
- (a) **a copy of the relevant Use Agreement which is to apply between the Company and the Purchaser, and a statement by the Seller as to any material difference between it and any other such agreement between the Company and any member thereof having rights and obligations similar to those of the Purchaser, of which the Seller is aware:**  
See Annexure "B".
- b) **a statement setting out the number of Shares allocated in respect of each part of the immovable property which is or may be the subject of a Use Agreement, and the amount each member is obliged to pay to the Company in respect of each such part in respect of its loan obligation:**  
See annexure "D" and Schedule 2 to Agreement of Sale.
- c) **a copy of the latest audited annual financial statements of the Company and a statement by the Seller as to any material changes in the state of affairs of the Company since the date of those statements of which the Seller is aware or, if such statements are not available, a statement to that effect:**  
Audited Financial Statements herewith annexed.
- d) **if any application in terms of the Sectional Titles Act has been or is to be made for the approval of a sectional plan in respect of any building on the immovable property, a statement as to where and when the relevant sectional plan may be inspected:**  
No application to this effect.

#### STATUTORY INFORMATION REQUIRED BY SECTION 4 OF THE TIME-SHARING ACT

Section 4. (1) Without derogating from the requirements of any other law, a contract shall contain:

- a) **the names of the Purchaser and the Seller and their residential or business addresses in the Republic:**  
See the 1st page of the Agreement of Sale.
- b) **a description of the legal basis and duration of the relevant Property Time-Sharing Scheme and of the Fractional-ownership Interest which is the subject of the contract, including the recurrent period during which and the conditions on which the Purchaser shall be entitled to the relevant Fractional-ownership Interest:**  
The legal basis is in terms of the Share Blocks Act. The recurrent period is until the Company is liquidated or the Shares are cancelled without the issue of further shares in their stead, whichever event occurs first. The conditions on which the Purchaser shall be entitled to the use of the relevant Fractional-ownership Interest are set out in the Agreement.
- c) **a description of the relevant immovable property:**  
See clause 1.1.9 of the Articles of Association
- d) **a statement as to whether such immovable property is held by the Seller by virtue of ownership or lease and, in the case of a lease, the name and address of the lessor and the duration of the un-expired period of such lease:**  
See paragraph 5(c) of the Statutory Information required by the Share Blocks Act.

- e) **if the Seller is not the registered owner of such immovable property, the name and address of that owner:**  
See paragraph 5(c)(i) of the Statutory Information required by the Share Blocks Act.
- f) **if the immovable property is encumbered by a mortgage bond, the name and address of the person, in favor of whom, or, in the case of a participation bond, the name and address of the relevant nominee Company referred to in the Participation Bonds Act, 1981 (Act No. 55 of 1981), in favor of which the mortgage bond is registered at the time the contract is concluded:**  
See paragraph 5(d) of the Statutory Information in terms of the Share Blocks Act.
- g) **the amount or nature of the relevant consideration:**  
See Schedule 1 of the Agreement of Sale.
- h) **the annual rate at which interest (if any) is to be paid on any balance in respect of the relevant consideration:**  
See Schedule 1 of the Agreement of Sale.
- i) **the amount, or the method of determining the amount, of each installment payable under the contract in reduction or settlement of the relevant consideration (if any):**  
See Schedule 1 of the Agreement of Sale.
- j) **the due date, or the method of determining the due date, of each such installment:**  
See Schedule 1 of the Agreement of Sale.
- k) **if a certificate in terms of section 7(1) in respect of the relevant Accommodation has not been issued at the time the contract is concluded, the latest date by which such certificate, subject to subsection (2), will be issued and delivered to the Purchaser:**  
Within 3 (three) years of the Effective Date.
- l) **a statement of the place at which and the hours during which written details of the relevant Property Fractional-ownership Scheme and of any rules in accordance with which the relevant Fractional-ownership Interest is to be utilized, may be inspected at the offices of:**  
The Seller, at the address set out on page 1 of the Agreement of Sale.
- m) **an inventory of any Movables which will be available for use by the Purchaser in conjunction with the relevant Fractional-ownership Interest:**  
See Annexure C.
- n) **a statement as to the official language chosen by the Purchaser in terms of section 3:**  
See clause 26 of Annexure "A".

**USE AGREEMENT**

Between

**ANTHEM PROPERTY INVESTMENT (S.A.) SHAREBLOCK (PROPRIETARY) LIMITED**  
 ("the Company")  
 and  
**PLETTENBERG PARK (PROPRIETARY) LIMITED**  
 ("the Holder")

**1 DEFINITIONS AND INTERPRETATION**

Unless the context otherwise indicates in this Use Agreement:

- 1.1 For all purposes of this Use Agreement, any act or omission on the part of any occupant of any Accommodation including a lessee, sub-lessee or occupant or user of the Accommodation or invitee of the Holder, shall be deemed to be the act or omission of the Holder.
- 1.2 The words and expressions in this Use Agreement shall bear the meanings assigned to them in the Articles of Association of the Company, the Share Blocks Act, and the Time-Sharing Act;
- 1.3 The headings of the respective clauses in this Use Agreement are for reference purposes only, and shall not be taken into account in the interpretation of this Use Agreement.
- 1.4 The singular shall include the plural and vice versa. Any gender shall include the other genders.
- 1.5 Any notices for all purposes of this Use Agreement shall be:
  - 1.5.1 in writing;
  - 1.5.2 sent by registered post or delivered;
  - 1.5.3 addressed to the respective party at his *domicilium citandi et executandi* referred to in 11; and
  - 1.5.4 deemed to be received by the party to whom it is addressed at the time of delivery thereof, or on the 4th (fourth) day following the posting thereof in the Republic, as the case may be.
- 1.6 A certificate by the Company or the managing agent or their agent whose designation need not be proved, shall be prima facie proof that a Purchaser is in arrear with the payment of the Service Fee or otherwise in breach of his obligations in terms of this Agreement.

**2 UTILISATION OF FRACTIONAL-OWNERSHIP INTERESTS**

In the case of a Fractional-ownership interest in respect of a time module the Holder shall automatically place the time modules into the Rental Pool of the Management Company, unless the Holder:-

- 2.1 exercises his right to utilise his Fractional-ownership Interest himself (PROVIDED THAT HE INFORMS THE MANAGEMENT COMPANY OF HIS INTENTION TO DO SO, IN WRITING, 3 (three) MONTHS PRIOR TO THE START DATE OF THE TIME MODULE ALLOCATED TO THE HOLDER IN A PARTICULAR YEAR in accordance with the management regulations; or
- 2.2 leases his Fractional-ownership Interest to a third party which lease shall be subject to and in accordance with the Management Regulations. In relation hereto, the Holder shall be bound by the notice period detailed in 2.1 above
- 2.3 exchange his Fractional-ownership Interest by means of the Companies internal Exchange mechanisms or with an approved external Exchange company, in accordance with the Management Regulations. In relation hereto, the Holder shall be bound by the notice period detailed in 2.1 above

**3 USE OF FRACTIONAL-OWNERSHIP, BUSINESS INTEREST OTHER INTERESTS**

The Fractional-ownership Interests shall be used for Fractional-ownership Residential Purposes only and for no other purpose whatsoever without the prior written consent of the Directors.

**4 THE MOVABLES/REFURBISHMENT ETC**

- 4.1 It is recorded that the Accommodation is or will be furnished with the Movable and that the ownership thereof vests in the Company.
- 4.2 The Holders of Fractional-ownership Interests shall be entitled to use the Movable in conjunction with their Interest and may accordingly not remove the Movable from the Accommodation.
- 4.3 The Company is entitled from time to time to replace the Movable in the Accommodation when necessary, provided that such replacement shall not result in a material change in the general nature or standard of the Movable.
- 4.4 If at any time any Accommodation is required to be refurbished or renovated the following provisions shall apply:
  - 4.4.1 The Company or the managing agent shall be entitled to have access to the relevant Accommodation, provided that the Company will use its best endeavours to ensure that such renovation is carried out with the least possible disturbance to the Holder. The Holder shall have no claim whatsoever against the Company in this regard;
  - 4.4.2 The Holder shall have no claim against the Company in the event that the Holder cannot utilise his Interest but the Company will endeavour to provide the Holder at no cost with substantially equivalent "temporary accommodation" in other Accommodation and such cost, if any, to the Company shall be deemed to be part of the Levy Fund; and
  - 4.4.3 If any dispute arises as to whether the Holder is unable to utilise his Interest, the dispute shall be determined by the Company or managing agent who shall act as an expert and not an arbitrator

and whose decision shall be final and binding on all persons irrespective as to whether they were parties to the dispute.

5 **EXTENSIONS OF THE SCHEME (IMPROVEMENTS)**

A Holder acknowledges being aware and it is recorded that the Share Block Developer has reserved the right to extend the Scheme by causing the Company to acquire further Accommodation through the development of undeveloped areas of the land owned by the Company as provided for in the Articles of Association of the Company. The Holder specifically acknowledges being aware of the provisions of the Articles to this effect.

6 **MANAGEMENT**

- 6.1 The management, control and administration of the Land and the Scheme, including the Accommodation, Improvements and Movables and the utilisation of the Fractional-ownership Interests, shall be under the control of the Managing Agent who is appointed and employed in terms of a management agreement.
- 6.2 The Holder undertakes to observe and comply with the lawful directions of the Managing Agent at all times, and a failure to observe such directions, shall constitute a breach of this Agreement.
- 6.3 The Holder agrees that the Managing Agent shall be entitled at all times to lay down the terms and conditions of use and maintenance both in respect of the Accommodation, Improvements and of the Land generally including those relating to the care and upkeep of the Accommodation, the Movables, the use of radios, television sets and aerials, electrical appliances, fire places, recreational facilities, the use of the Land, the allocation and use of parking facilities, the parking and use of motor vehicles and any such matters as the Directors and/or managing agent deems fit for the general control, administration, use and enjoyment of the Land and Accommodation and Improvements for the general convenience, comfort and well-being of the users of the Land and from time to time vary, alter or amend same. In the event of there being any conflict between such Management Regulations and this Agreement, the provisions of such Management Regulations shall prevail.

7 **OBLIGATIONS OF HOLDERS OF FRACTIONAL-OWNERSHIP INTERESTS**

- 7.1 The Holder shall not make any alterations or additions or improvements of whatsoever nature to the Accommodation or Improvements.
- 7.2 The Holder shall be obliged to keep the relevant Accommodation in a clean, tidy and hygienic condition.
- 7.3 The Holder shall utilise his Fractional-ownership Interest, and all facilities on the Land in such manner as will not cause damage, subject always to the Management Regulations in regard thereto.
- 7.4 If the Holder damages any part of the relevant Accommodation, Movables, Improvements and Land whether accidentally, negligently or wilfully, the Holder shall be liable for the cost of repairing or replacing the same. The cost of such repair/s or replacement/s is/are part of that Holder's Service Fee.
- 7.5 If the Managing Agent is dissatisfied with the condition of the relevant Accommodation or the Movables, after use thereof, it may call upon that Holder forthwith to remedy such defective condition. Should the Holder fail to remedy the defect, the Company shall be entitled forthwith and without prejudice to any other right which it may have, to put the same in good order at the expense of the Holder and to recover such expense from the Holder. Any expenditure incurred is to be regarded as if it were part of that Holder's Service Fee.
- 7.6 Any property or persons brought on to the Land by the Holder shall be at the sole risk of the Holder who shall have no claim whatsoever against the Company for any loss suffered by the Holder in such a case, howsoever arising.
- 7.7 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 utilising the Fractional-ownership which the Holder or such person may sustain in the relevant Accommodation or Land by reason of any act whatsoever 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 whatsoever which the Holder or any such other person may sustain by reason of the Accommodation or Land at any time falling into a defective state or by reason of repairs, renovations and/or maintenance work not been effected timeously or at all. The Holder shall not be entitled for any of the reasons aforesaid, or for any other reason whatsoever, to withhold any moneys due to the Company.

8 **MAINTENANCE**

Unless otherwise provided in the Articles of Association of the Company:

- 8.1 The Company shall maintain and repair the Accommodation, the Land and Movables in a good order and condition and from time to time, and as and when necessary, to renovate or replace the same.
- 8.2 The Company will endeavour to procure that all reasonable steps are taken to remedy any defect within a reasonable time.
- 8.3 The Company or their duly authorised agent including the Managing Agent shall be permitted to enter the relevant Accommodation at all reasonable times in order to inspect the same or effect repairs thereto. If the Holder is not personally present to open the relevant Accommodation and for any reason it is necessary, the Company shall be entitled to enter such Accommodation without being liable to any claim for any loss suffered by the Holder as a result thereof.

9 **DAMAGE**

- 9.1 In the event of the majority number of the Improvements being:
- 9.1.1 in the opinion of the Directors destroyed to the extent that the Accommodation or Improvements cannot be beneficially utilised, the Directors shall, subject to 9.4, in their discretion be entitled to elect whether or not to continue with this Agreement, provided that it shall notify the Holders not later than 3 (three) months after the date of the relevant damage to the Accommodation or Improvements of its decision; or

- 9.1.2 partially damaged or destroyed but so that the majority of the Accommodation or Improvements can be beneficially utilised, then this Agreement shall not terminate, and the Company shall as soon as is reasonably practical, proceed to rebuild, repair or reinstate the destroyed or damaged portions of the relevant Accommodation or Improvements;  
Provided that:
- 9.1.2.1 the Company shall be obliged to expend only such amount as it recovers from its insurers; and
- 9.1.2.2 the Company shall have the right to vary the form of construction of the relevant Accommodation provided the Holder has substantially the same Accommodation or Improvements in the same position, which the Holder hereby accepts.
- 9.2 The Holder shall have no claim against the Company for damages or compensation under any of the circumstances set out in 9.1 or upon the exercise by the Company of any of its rights in terms of 9.1:
- 9.2.1 arising by reason of his loss of his Interest whether such loss be permanent or temporary;
- 9.2.2 arising by reason of the fact that the relevant Accommodation or Improvements were not insured or adequately insured even if such failure to insure or adequately insure arose from the negligence of the Company or any of its agents or employees, but always subject to Section 19 of the Share Blocks Act; and
- 9.2.3 arising out of the winding up of the Company consequent upon the destruction of the relevant Accommodation save for claims (if any) especially provided for in the Company's Articles of Association.
- 9.3 No provision in 9.1, must be so interpreted to relieve the Holder of any liability to the Company if such damage or destruction referred to in this clause arises as a result of any negligence on the part of the Holder or arises from a breach of this Agreement by the Holder.
- 9.4 In the event of 9.1.1 applies the Company may only by special resolution be entitled to wind up the Company.

10 **CESSION OF RIGHTS**

The Holder shall only be entitled to cede his rights or assign his rights and obligations herein as provided for in the Articles of Association of the Company.

11 **DOMICILIA**

It is recorded that the Holder's *domicilium citandi et executandi* for all purposes of this Agreement shall be the Holder's address as furnished to the Company in terms of the Articles of Association of the Company. In regard to the Company, the Company's registered address shall serve the same purpose.

12 **CONSENT**

In so far as may be required by Law, including in terms of the Time-Sharing Act, a Holder hereby consents that the Land or part thereof may be utilised for the purposes of a Property Fractional-ownership Scheme.

13 **SERVICE FEE**

The service fee payable by a Holder to the Company shall be such amount as determined in accordance with the provisions of the Articles of Association of the Company.

14 **TERMINATION**

In the event that the Holder breaches any provision of this Agreement, and the Holder agrees that every breach shall be deemed to go to the root of this Agreement and in regard to every obligation of the Holder, time is of the essence, then without prejudice to any other remedies which the Company may have, the Company shall be entitled to:

- 14.1 Impose a fine on the Holder in such amount as the Directors may deem reasonable, but subject to the Articles of Association of the Company; and/or
- 14.2 Suspend the Holder's right to utilise his Fractional-ownership; or
- 14.3 Cancel this Agreement by giving the Holder notice thereof, in which event the Company shall be obliged to exercise its lien over the Shares comprising the share block, so that the Shares, the Holder's pro-rata share of the Company's loan obligation and the Fractional-ownership or Interest (which are not divisible) are disposed of pursuant to the lien in terms of the Articles of Association of the Company; provided that:
- 14.3.1 in the event that the Company suspends the Holder's right to utilise his Fractional-ownership, Interest, the Company may lease the Holder's Interest upon such terms and conditions as it deems fit and apply such income in payment of any indebtedness of the Holder to the Company;
- 14.3.2 a certificate by the Company or its authorised agent shall be prima facie proof that the Holder is in breach of his obligations in terms of this Agreement and of any amount due by the Holder to the Company; and
- 14.3.3 the Company shall not be entitled to exercise its rights in terms of 14.3 unless and until it shall have given the Holder 14 (fourteen) days notice to remedy the breach, provided that in the case of the positive malperformance, the Company shall have the right in its discretion to waive such a breach by the Holder.
- 14.4 The fine referred to in 14.1 shall be deemed to be part of that Holder's Service Fee.

15 **DISPUTES**

Save as is otherwise herein provided, any dispute, arising out of or in connection with this Agreement, including the cancellation thereof, except where an interdict is sought or urgent relief may be obtained from a Court of competent jurisdiction, must be determined *mutatis mutandis* in terms of Article 27 of the Articles of Association of the

Company.

16 **LIEN**

It is recorded that the Company has a lien over the Holders Shares in terms of the Articles of Association of the Company.

17 **AMENDMENT, ADDITION OR REPEAL**

It is recorded that the Company may by special resolution amend, repeal or add to the provisions of this Use Agreement.

18 **CHOICE OF LAW**

This Agreement shall in all respects, and in regard to all the matters arising therefrom, be governed by the law of the Republic of South Africa.

19 **GENERAL**

19.1 **Warranties**

The parties confirm that this Agreement constitutes the entire contract between the parties and that there were no prior representations, including advertisements, notices, announcements, guarantees, warranties given either verbally or in writing by the Company or anyone acting on the Company's behalf which induced this Agreement, save in so far as are contained herein.

The parties warrant that the provisions of this Agreement correctly reflect the intentions of the parties and accordingly neither party shall be entitled to apply for the rectification of this Agreement.

19.2 **Indulgence**

No indulgence which the Company, or anyone acting on the Company's behalf, may show the Holder, and more particularly any act of the Company or anyone acting on the Company's behalf, in accepting any payment or guarantee after due date, or in accepting a lesser sum than the amount due, shall in any way prejudice the Company's rights or be construed as a waiver or novation of the Company's rights.

19.3 **Alterations**

No agreement or conduct at variance with or in addition to any of the provisions of this Agreement or any novation, including a novation or any variance which has a suspensive effect on the provisions of this Agreement, or any agreement relating to the postponement of any date, cancellation or renewal of this Agreement shall be binding on the parties hereto unless it is reduced to writing and signed by both the parties, unless any such agreements are provided for elsewhere in this Agreement and are effected in terms of such provisions. Utilisation of the any Interest or any payment shall not be construed as utilisation or payment in terms of any contract other than this Agreement.

19.4 **Jurisdiction**

The parties hereby consent to the jurisdiction of any Magistrate's Court having jurisdiction in terms of Section 28 of Act No. 32 of 1944, as amended, for all and any disputes directly or indirectly arising out of this Agreement. It shall, however, be in the Company's discretion to proceed in the Supreme Court.

19.5 **Cession of Rights and Suretyship**

19.5.1 Subject to this Agreement, the Holder shall not be entitled to either voluntarily or involuntarily pledge, cede, make over or assign his rights and/or obligations in terms of this Agreement without the prior written consent of the Directors of the Company.

19.5.2 It is agreed that where such consent is given to a transfer of rights and/or obligations, the Holder, by his signature to this Agreement shall be bound automatically as surety and co-principal debtor for the transferee's obligations in terms of this Agreement, with effect from the date such consent is given.

19.6 **Arrears**

All arrear amounts in terms of this Agreement, shall bear interest at the maximum rate per Year prescribed from time to time by the Usury Act, Act No 73 of 1968, as if the amount in arrear was a principal debt in a money-lending transaction in the respective category as defined in the said Act, which interest shall be calculated monthly in advance from the date that such amount became due.

19.7 **Separate and Severable**

The parties agree that if any provision of this Agreement is in conflict with any of the provisions of the Share Blocks Act or the Time Sharing Act or unenforceable for any other reason whatsoever, such provision shall be regarded as *pro non scripto* and of no force and effect: consequently such provision shall be deemed to be separate and severable from this Agreement without in any way affecting the validity of the remaining provisions of this Agreement.

**ANNEXURE "C"**

**Inventory of Movables**

## ANNEXURE "D"

### SCHEDULE

#### 1 DEFINITIONS

In this annexure, unless the context otherwise indicates the following words and expressions shall have the meanings assigned to them:

- 1.1 **Year** - a year which commences at 12h00 on the first Friday of January in a calendar year, and ends at 12h00 on the same Friday of January in the following calendar year.
- 1.2 **Time Module** - subject to 3, means a period of 7 [seven] consecutive days commencing on a Friday at 12h00 and ending on the following Friday at 12h00, during which period the Holder may annually utilise his Fractional-ownership Interest, provided that the Holder shall only be entitled to utilise his Fractional-ownership Interest during a time module from 16h00 on the commencement date thereof until 10h00 on the termination date thereof and subject to the further provisions of the Use Agreement.
- 1.3 **Occupation Rotation Roster** – For the purpose of identification each 4 [four] Week Sequence is allocated an alpha character A, B, C, D, E, F, G, H, I, J, K, L, M and shall be subject to final determination by the directors in May of the year preceding the year of occupation. The rotation roster contained in this agreement is for purposes of explanation only and will change so as to afford each Fractional Owner an equitable distribution of Peak, High and Mid season weeks.

The Week Sequences contain the weeks as set out in the following table of columns [identified by the roman numerical characters (i) to (xiii)] where each Week Sequence contains the Weeks in the columns below the Week Sequence for the year 2007:

A	B	C	D	E	F	G	H	I	J	K	L	M	Week Sequence
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	(x)	(xi)	(xii)	(xiii)	Column Number
S1	S9	S3	S11	S4	S2	S7	S10	S6	S12	S5	S8	G17	Week Numbers
G14	G15	G16	G13	G19	G20	G21	G22	G23	G24	G25	G26	G18	
G27	G28	G29	G30	G31	G32	G33	G34	G35	G36	G37	G38	G50	
G39	G40	G41	G42	G43	G44	G45	G46	G47	G48	G49	G52	G51	

In compiling the Occupation Rotation Roster, the Company will endeavor to ensure that each Week Sequence shall contain at least one Peak Season Week.

- 1.4 The Share Schedule is explained as follows:
- 1.4.1 The Share Block Number in respect of the A class Shares is made up of 8 digits:
- [a] the first, second and third digits identify the share blocks by reference to their number;
- [b] the fourth and fifth digits are an abbreviation of the words "Share Block" ie. SB; and
- [c] the sixth, seventh and eighth digits refer to the alpha character of the Week Sequence stated as a range applicable to the Unit.

2 The share blocks are allocated in terms of and as set out in this Annexure.

3 The Directors may at any time, in their discretion, amend or alter the commencement time and termination time of any time module [but not the day of commencement or the day of termination of any time module].

4 In any Year where a 53<sup>rd</sup> Time Module arises, the right of utilisation in respect of such 53<sup>rd</sup> Time Module shall accrue to the Share Block Developer. Such 53<sup>rd</sup> Time Module shall be identified as Time Module TS53 and shall occur at such time of the Year as the Directors may from time to time determine provided that in allocating

a particular Time Module in a Year to Time Module TS53 the Directors shall ensure that such allocation does not occur in any school holiday. It is further recorded that insofar as such 53<sup>rd</sup> Time Module is made available to the Company by the Share Block Developer for the purposes of the Company effecting maintenance or renovations to the Accommodation, the Share Block Developer shall not be obliged to pay a levy in respect of such 53<sup>rd</sup> Time Module.

5 Shareblock Allocation: **ANTHEM PROPERTY INVESTMENT (S.A.) SHAREBLOCK (PROPRIETARY) LIMITED**

Share Block Number	Erected or Not Erected (where applicable)	Area of Land	Shares per week sequence	Total Shares Per Unit	Class of Share
001 SB A - M	Erected	Suite 201 in the building known as Plettenberg Park Hotel	1357	17641	A
002 SB A – M	Erected	Suite 202 in the building known as Plettenberg Park Hotel	1357	17641	A
003 SB A – M	Erected	Suite 203 in the building known as Plettenberg Park Hotel	1357	17641	A
004 SB A – M	Erected	Suite 204 in the building known as Plettenberg Park Hotel	1357	17641	A
005 SB A – M	Erected	Suite 205 in the building known as Plettenberg Park Hotel	1357	17641	A
006 SB A – M	Erected	Suite 206 in the building known as Plettenberg Park Hotel	1357	17641	A
007 SB A – M	Erected	Suite 207 in the building known as Plettenberg Park Hotel	1357	17641	A
008 SB A – M	Erected	Suite 208 in the building known as Plettenberg Park Hotel	1357	17641	A
009 SB A – M	Erected	Suite 209 in the building known as Plettenberg Park Hotel	1357	17641	A
010 SB A – M	Erected	Suite 210 in the building known as Plettenberg Park Hotel	1357	17641	A
NU01	N/a	Dealt with in terms of the Articles of Association of the Company	To be allocated	463320	B

**TOTAL SHARES**  
**A CLASS**  
**B CLASS**

176410  
421590  
**598 000**

**TOTAL**

**DEVELOPMENT PLAN**

**ANNEXURE "E"**

**Disclosures in terms of the Usury Act No. 73 of 1968**

- Section 3(2)(a) The selling price of goods sold or to be sold or the sum of money charged or which will be charged for the use or enjoyment of the goods;  
**Answer: see the total purchase price referred to in 2.**
- Section 3(2)(b) All other charges, shown separately, forming part or which will form part of the principal debt;  
**Answer: see the Payment Schedule.**
- Section 3(2)(c) The cash amount in money or the reasonable value of goods deducted or which will be deducted at the conclusion of the transaction from the amount referred to in paragraph (a);  
**Answer: not applicable.**
- Section 3(2)(d) The principal debt, that is, the sum of the amounts referred to in paragraphs (a) and (b) less the amount referred to in paragraph (c);  
**Answer: see the total purchase price in 2 and provisions of the Payment Schedule3.**
- Section 3(2)(e) The amount in rands and cents of the finance charges calculated at the annual finance charge rate mentioned in paragraph (f);  
**Answer: where applicable, rands and cents of the finance charges calculated at the annual finance charge rate mentioned in paragraph (f) is: the monthly installment referred to in the Payment Schedule plus any finance charges and interest levied by and to a financial institution extraneous to this agreement.**
- Section 3(2)(f) The annual finance charge rate;  
**Answer: see the Payment Schedule of the agreement.**
- Section 3(2)(g) As the case may be, the date upon which or the number of installments in which the principal debt together with the finance charges must be paid, the amount of each installment and the date upon which each installment must be paid or the manner in which that date is determined.  
**Answer: see the Payment Schedule of the agreement.**