

MAIN AGREEMENT

MEMORANDUM OF AGREEMENT ENTERED INTO AND BETWEEN:-

HERMANUSDOORNS SHARE BLOCK LIMITED

(Registration number : 91/06901/06)

(hereafter referred to as "The Company and the Seller")

and

(hereafter referred to as "The Purchaser")

Postal address : _____

Residential address : _____

Telephone number : (work) _____ (home) _____

Cell phone number : _____

Identity number or date of birth : _____

THE PARTIES AGREE AS FOLLOWS : -

The Purchaser hereby purchases / subscribes in on the shares stated hereafter, subject to the terms and conditions as set out herein, hereafter referred to as the “Main Agreement” and in the Schedule of Conditions of Purchase annexed hereto (hereafter referred to as “Schedule 1”), the Use Agreement (“Schedule 2”), the Statutory Information (Annexure 1), the Articles of Association (Annexure 2), the Special Resolutions (Annexure 3), and the Memorandum of Incorporation (Annexure 4), which jointly comprises the entire Agreement. The Sketch Plan of the immovable property upon which the Share Block Scheme is operated, is not annexed hereto, but is kept separate for practical reasons, but is signed or initialed and forms part of the Contract.

1 SHARE BLOCK AND LOAN ACCOUNT

1.1 Site/unit number :

2 THE UNIT

2.1 Unit ---- on the farm Hermanusdoorns NO 650 , Registration Division K.Q.; and the remaining extent of the farm La Rive 592, Registration Division KQ.

Large : 1500 hectare;

(“the property”) - situated in the district of Waterberg and registered in the name of the Company.

2.2 Together with the use of the communal property as described in the Use Agreement entered into between the Company and the Seller in respect of the Unit, a copy of said Use Agreement is annexed hereto marked Schedule 2.

3 RIGHT OF USE

The rights of use include the exclusive use and occupation of the Unit including the building which is / will be constructed on the property for and at the costs of the purchaser together with the use of the communal property with other shareholders in respect of that portion of the property which is not reserved for the exclusive use through other owners. Separate rules apply to right of use by a syndicate.

4 PURCHASE PRICE

R

5 PLACE OF PAYMENT

7 Spring Street, RIVONIA, P O BOX 107, RIVONIA ,2128

or such other place as may from time to time be indicated in writing by the Seller in accordance with the provisions of **Section 15(1) of the Share Block Control Act, No. 59 of 1980**, as amended, to immediately deposit in separate trust accounts which hold the shares of the Company by a Bank or Building Society or otherwise in accordance with the terms of said statutory provisions.

6 LEVY

R _____ per annum in advance, payable by the Purchaser being the pro rata portion of the present annual levy up to and including the last day of the coming February and thereafter from the 1st of March of every year a **ANNUAL** levy in such amount as the Company may determine from time to time.

In the case of a syndicate a different levy amount is payable. This is advised from time to time.

SIGNED at _____ on the _____ day of _____ 20

AS WITNESSES:

1. _____

2. _____

For the Company
(Properly thereto authorized)

SIGNED at _____ on the _____ day of _____ 20

AS WITNESSES:

1. _____

2. _____

For the Purchaser / Subscriber
(Properly thereto authorized)