

**PURCHASE CONTRACT FOR SHAREHOLDER'S INTEREST
MEMORANDUM OF AGREEMENT ENTERED INTO BY AND BETWEEN**

Johannes Frederick la Grange, ID 591204 5053 080

(hereinafter referred to as the *Seller*)

AND

_____	(<u> </u> %) _____
_____	(<u> </u> %) _____
_____	(<u> </u> %) _____
_____	(<u> </u> %) _____
TOTAL	(4 %)

(hereinafter referred to as the *Purchaser*)

WHEREAS the Seller is a Shareholder of the Private Company (Pty) Ltd **TOUWSBERG NATURE RESERVE 2 (Pty) Ltd** (hereinafter referred to as the *Company*), registered on 10 August 2006 (ref 2006/024859/07)

And WHEREAS the Company is the registered owner of the property described as **PORTION 11 (a portion of portion 6) of the farm GANSKOP NR. 136, situated in the DIVISION of LADISMITH (measuring 134,9516 hectare), PORTION 4 of the farm RIETFontein NR. 139, situated in the DIVISION of LADISMITH (measuring 117,0816 hectare), PORTION 3 of the farm KARREEBOSCH NR. 146, situated in the DIVISION of LADISMITH (measuring 214,0816 hectare)**, (hereinafter referred to as the *Property*) which has been divided into twenty five (25) share portions of 4% each which together with **TOUWSBERG NATURE RESERVE 1 (Pty) Ltd** form the bigger **Touwsberg Private Nature Reserve**. The Touwsberg Private Nature Reserve can be enlarged to include neighbouring farms owned by the Seller.

And WHEREAS the Purchaser herewith offers to buy from the Seller **four percent (4%) of the total Shareholder's interest of the Company in the form of one portion of the above-mentioned property** as outlined in this document and allocated between the above mentioned purchasers as indicated above.

And WHEREAS the Shareholders of the Company are the owners of the property with equal 4% shares in the Company (hereinafter referred to as the *Shareholders*).

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The Seller hereby sells his aforementioned four percent (4%) shareholder's interest to the Shareholder who herewith accepts this in purchase. The effective date of the purchase is _____.
2. The purchase price in the amount of R_____ (_____) shall be payable to the seller as follows:

2.1 A deposit of 10% (TEN PERCENT) shall be payable to the Seller on the date of the signing of this agreement. The Seller's Bank details are as follows:

Account holder: Dr J.F. la Grange
Bank: ABSA Bank, Vredenburg
Account number: 404 9400 271
Branch code: 521-911

2.2 The balance shall be payable on the registration of the Shareholder's interest in the name of the Shareholder not later than _____. Interest at the prime bank overdraft rate shall be payable by the Shareholder to the seller on any late payments after the above date.

3. Description: The Purchaser purchases Portion number _____ as outlined in paragraph 8 and 9 and indicated by attachment A (hereinafter referred to as the Purchaser's Portion). The Purchaser's portion is approximately one hectare (1 ha) on all sides round the landmark that identifies this portion of land. The property shall be utilised for residential purposes only, and no farming activities shall be conducted by the purchaser.

4. The Purchaser has the obligation to put up his own home unit, as indicated in paragraph 33, within (2) two years after the effective date of this purchase.

5. The cost of registration of the Shareholder's interest is for the account of the Purchaser.

6. The original documents of the Company, including the title deeds, books, registers, minutes, financial records and all other documents of the Company will be in the possession of the auditors of the Company, who will safeguard them and will not release them unless with prior written approval from the majority of the Shareholders, or unless said documents are required for normal bookkeeping purposes in order to execute the terms and conditions of any contract whatsoever between the Shareholders.

7. The sale, and the property in particular, will be "AS IS", as described under the existing title deed thereof and subject to all conditions, servitudes and endorsements applicable thereto or to which reference is made in the title deed of the property and any such other conditions and servitudes, which must legally be registered against such title deed.

8. It is recorded that, for the purposes of the present agreement, the property has been subdivided into twenty five (25) "exclusive use" portions, marked by black and white painted landmarks indicating "Mpy 2" and "1", "2", "3", "4", "5", "6", "7", "8", "9", "10", "11", "12", "13", "14", "15", "16", "17", "18", "19", "20", "21", "22", "23", "24" and "25" on the property and the distinctive share numbers, portion number and co-ordinates are indicated as attachment A (hereinafter referred to as the *Portion/s*).

9. Each holder, or contracted holders of four percent (4%) of the Shareholder's interest in the Company will be entitled to the **exclusive** right of use of one of the aforementioned twenty five (25) portions of the property. Springs and rivers shall fall outside the privately owned areas so that everyone can enjoy them. The Purchaser will therefore be legally entitled to the exclusive right of use of Portion number _____ as per attachment A, which is referred to as the Purchasers portion, and is described in paragraph 3. Additional to the latter, the Shareholder will have the beneficial use as co-owner of the common property of the bigger Touwsberg Private Nature Reserve.
10. The Purchaser's portion of land will be for his exclusive use and it will be used, managed and administered on the basis as if he/she were the owner in title thereof, and he/she will refrain from using, managing, administering and setting foot on or having any say in the other Shareholder's portions (except the bigger Touwsberg Private Nature Reserve as referred to in paragraph 9 above), as if each Shareholder were owner in title of his usable portion.
11. Improvements, if any, be added by Shareholders, will be effected at their own cost and will be for their exclusive use only, as if they were the sole owners of the land. No other Shareholders will have any claims to such improvements.
12. Shareholders of said portions will furthermore be liable in equal shares for the maintenance of the nature reserve and the road and other jointly used infrastructures and costs (such as property tax and the auditing of the Company) as agreed by the Shareholders. No extra roads or any other changes will be approved without the prior consent from the majority of the Shareholders. To execute the latter, each Shareholder will pay a levy to the Company of R500 per month, payment of which will commence from the starting date of any building activity initiated by the Shareholder on his/her private piece of land.
13. Shareholders will not give permission for the transfer of Shareholder's interest to any outsider, unless such incoming Shareholder has assumed the outgoing Shareholder's duties, obligations and liabilities towards the other remaining Shareholders in term of the present agreement. Conversely, Shareholders will not refuse the transfer of Shareholder's interest to new incoming Shareholders if the Shareholders themselves cannot buy the outgoing Shareholder's interest against the same asking price and conditions.
14. Shareholders will not refuse to admit heir of any existing Shareholders and herewith renounce their right to sell in favour of such heirs.
15. Each Shareholder will be liable and responsible for payment of the insurance covering his/her improvements.
16. Each Shareholder will be liable and responsible at his/her own expense and for his/her account for the maintenance and upkeep of his/her portion of land of one (1) ha and related improvements.

17. Each Shareholder will furthermore be liable and responsible at his/her own expense and for his/her own account for the ongoing energy supply on his portion, as well as for the supply of any other services and facilities that might be deemed necessary. Water supply is free of charge. The Purchaser takes responsibility for the electricity via a solar power system of his own home unit.
18. Each Shareholder will satisfy and comply with the provisions and stipulations of all statutory, regulatory and other requirements and conditions imposed by any public authority or official instance.
19. The Purchaser undertakes further to tie in with other Shareholders of the Company in respect of the Company, the property and the conditions mentioned herein, as if the present agreement has been concluded directly with such a Purchaser or Purchasers.
20. Over and above the stipulations of the present agreement, the Shareholders of the Company will be jointly liable for all the commitments and obligations of the Company, of any nature whatsoever and in proportion to each individual Shareholder's separate Shareholder's interests (4%) and each Shareholder indemnifies and safeguards the other Shareholders from any liability, loss or damage which any such other Shareholder(s) might incur or suffer over and above his pro rate share thereof. Any income deriving from the capture of the produce of game in the bigger Touwsberg Private Nature Reserve will be distributed in proportion to the size (hectares) of land owned by the particular Company. Said income will be used to cover the maintenance of the nature reserve as set out in paragraph 12.
21. Unless stipulated otherwise herein, all decisions with respect to the management and any other matters pertaining to the Company will be signed by all Shareholders. The Shareholder's interest will always offer the final resolution.
22. Without prejudice to the generality of any of the previous provisions and stipulations, and unless agreed otherwise herein, the parties / Shareholders will not be entitled, without prior written consent from all the Shareholders, to:
 - 22.1 Commit, use or in any other way transfer any money or profit from the Company, and Shareholders will similarly not be entitled to incur any debts on account of the Company; and
 - 22.2 Do anything whatsoever, thereby committing, pledging, mortgaging or diminishing the Shareholder's interest in the Company or thereby exposing the profits or income of the Company to seizure or attachment.
23. Should the Purchaser sell his Shareholder's interest (shares) in the Company, then such sale will be subject to all the conditions as provided for in the present agreement and such contract to purchase will include all the conditions as included in the present agreement, as well as any additions thereto or amendments thereof. Should the Purchaser sell his/her shares in the Company, then he/she can do so only if all amounts due to the Seller have been paid, alternatively, if an acceptable surety

has been furnished to the Seller guaranteeing the latter's satisfaction with the payment thereof.

24. The Purchaser may not do anything whatsoever, or allow anything to be done, whereby the value of the property may be affected negatively or whereby an inconvenience may be caused to any of the Shareholders.
25. The Purchaser may not, without the prior written consent from the Seller and other Shareholders of the Company, undertake any business whatsoever on his portion of land, except *bona fide* renting of his property in an organised manner.
26. Access to the portion of land via "right of way access" is provided by the Company, and should any of the neighbouring or adjoining portions not have any means of access, then the Purchaser will grant such access to such portions via an appropriate and inclusively agreed upon means off access.
27. Should the Purchaser fail to comply with any of the terms and conditions of the present agreement, and should the Purchaser remain defaulting following a period of seven (7) days after he/she has been notified by registered writing and been prompted or given a written warning by the Seller and / or other Shareholders to rectify such default, the Seller and/or other Shareholder will be entitled to:
 - 27.1 Cancel this agreement and repossess the Purchaser's shares in the Company, as well as all rights that result from repossession, and the Purchaser will then authorise the Company's auditors to sign all documents on behalf of the Purchaser in order to comply with the execution of this clause, in which case the Purchaser will forfeit all amounts already paid in favour of the Seller and / or Shareholders as advance valued liquidated compensation without prejudice to the Seller's and / or Shareholder's rights to claim further business compensation; or
 - 27.2 Claim immediate compliance with, as well as settlement of, the full outstanding purchase price from the Purchaser, which prejudice from the Seller and / or other Shareholder's rights to claim compensation as well as interest on all amounts in arrears against the prime overdraft bank rate levied from time to time by the Seller's and /or other Shareholder's bankers.
28. Should a dispute arise, any Shareholder of the Company shall be entitled to request that the dispute be submitted for arbitration, and copies of such written notice shall be sent immediately to all Company Shareholders and the Company's Auditors.
 - 28.1 Arbitration shall be held under the provision of the arbitration laws for the time being in force in the Republic of South Africa, provided that the Arbitrator shall be; a practising senior counsel or attorney of not less than 10 years standing, in a primarily LEGAL matter; or in ANY OTHER matter, an independent person, agreed upon by the Shareholders who are party to the dispute and failing such agreement within three days after the date on which the arbitration is demanded, shall be appointed by the President for the time being of the Law Society of the Western

Cape, who may be required by any party to the dispute to make that nomination at any time after the expiry of that three-day period;

28.2 The arbitration shall be held in Ladismith in accordance with the formalities and / or procedures to be settled by the Arbitrator, and may be held in an informal and summary manner on the basis that it shall not be necessary to observe or carry out the usual formalities of procedure, pleadings and / or discovery, or the strict rules of evidence.

28.3 The arbitration shall be held as swiftly and soon as possible with a view to its being completed within thirty (30) days after it has been so demanded.

29. The present auditors of the Company will act as the auditors of the Company until such time as the Shareholders decide otherwise in writing.

30. In the case of default or non-performance by the Purchaser, the latter will be liable for all legal costs of the other party on a scale as is applicable between attorney and client, including the recovery commission of 5 percent (5%) per payment.

31. The parties herewith agree to the jurisdiction of the Magistrate's Court with respect to any action which might result from this agreement or the cancellation thereof, without prejudice to the jurisdiction of any other competent Court.

32. The parties herewith elect their separate and individual addresses as their *domicillium citandi et executandi*:

32.1 Seller: Farm Ganskop
Ladismith
6655

32.2 Purchaser: _____

33. The Purchaser undertakes to build only one single story overhanging thatched roof private residence to an average size of not more than 200 square meters and to build all **exterior** walls from natural material. No white painted or any other than natural colours to outside walls are allowed. Any additional alterations, improvements, variations or digressions will only be performed following the prior written consent from the majority of the Shareholders. No paddock fences or other types of fencing or enclosures around buildings are allowed. No formal gardens are allowed, except common Karoo plants and trees being planted on the owner's private property. All building plans must be approved by the Seller/Developer prior to the development of the private residence on the property.

34. No additional arrangements between parties will be binding unless the latter has been done in writing and has been signed by both parties.
35. The Purchaser herewith confirms that he/she will not perform any tourist activities of any nature whatsoever on this portion of the property or let any such activities be performed without the prior written consent from the majority of the Shareholders.
36. The Purchaser herewith confirms that he/she realizes that fractional ownership within the four percent (4%) share portion is permitted to the maximum of one (1) shareholder per share within that share portion of four percent.
37. This agreement is subject to the following:
 - 37.1 No hunting, shooting or capturing of any fauna are allowed in the reserve.
 - 37.2 No fires are allowed, except in designated areas.
 - 37.3 No dogs or other pets are allowed in the reserve, except horses for horse riding.
 - 37.4 No motorised boats will be allowed on the dams in the reserve. The use of quad bikes and motorcycles are prohibited.
 - 37.5 The maximum speed limit of 40 (forty) kilometres per hour for any vehicle in the reserve will be adhered to at all times. No unlicensed drivers will be permitted in the reserve area. Only road worthy vehicles are allowed.
 - 37.6 Signing of the rules and regulations of the reserve as set up over time by management.
 - 37.7 The Shareholders shall ensure that any rubbish, debris, dirt or refuse emanating from the premises is left in the places specially designated therefore from time to time.
 - 37.8 The Shareholders shall not cause or permit any disorderly conduct of whatsoever nature on the reserve or do or permit any act, matter or thing in or about the reserve which shall constitute or cause damage, destruction, loss or a nuisance to the company or the reserve or to any other occupant of, or flora or fauna on, the reserve.
 - 37.9 The right of each of the Shareholders hereunder shall endure for as long as he/she continues to be the beneficial owner of the shares held by him and continues to comply with the terms and conditions of this agreement.
38. The seller hereby warrants that at the time of the sale of shares, the company is not only solvent, but that the company shall have no debts or liabilities whatsoever. The seller in his personal capacity further indemnifies the Shareholder against any claims by any third party. The seller further warrants

that at the date of transfer of shares the properties shall be bond free and unencumbered and that no future bonds will be registered other than by unanimous consent of all share holders.

Signed at _____ on _____ 201_.

Seller

Witness

Witness

Purchaser

Witness

Witness

ATTACHMENTS TO THIS CONTRACT

- A. Distinctive share numbers, portion number and co-ordinates of the private property portions of **TOUWSBERG NATURE RESERVE 2 (Pty) Ltd.**
- B. Map (1: 50 000) of Touwsberg Nature Reserve indicating the area covered by the reserve and of the borders of the distinctive farms. **Touwsberg Nature Reserve 2 (Pty) Ltd** is the owner of the property indicated as D, F, G.

Attachment A

*to purchase contract for share holder's interest of **TOUWSBERG NATURE RESERVE 2 (Pty) Ltd** (ref 2006/024859/07)*

TOUWSBERG NATURE RESERVE 2 (Pty) Ltd

All private property portions are marked by black and white painted landmarks indicating the number of the private portion, as well as the "Mpy2" for Touwsberg Nature Reserve 2 (Pty) Ltd. The following co-ordinates in terms of the world geodetic system 1984 indicate the fairly accurate position of the private portion in terms of the distinctive share numbers and the number of the private portion assigned to the distinctive share numbers.

DISTINCTIVE

SHARE NUMBERS

PORTION NUMBER

CO-ORDINATES

1 – 4	1	S33 37 23.7 E20 59 17.1
5 – 8	2	S33 37 15.4 E20 59 12.6
9 – 12	3	S33 37 12.7 E20 59 12.3
13 – 16	4	S33 37 05.9 E20 59 15.5
17 – 20	5	S33 37 08.3 E20 59 09.3
21 – 24	6	S33 37 29.7 E20 59 07.8
25 – 28	7	S33 37 21.1 E20 58 58.5
29 – 32	8	S33 37 54.1 E21 00 05.9
33 – 36	9	S33 37 51.3 E21 00 08.4
37 – 40	10	S33 37 49.5 E21 00 10.9
41 – 44	11	S33 37 46.3 E21 00 18.2
45 – 48	12	S33 37 47.5 E21 00 44.2
49 – 52	13	S33 37 49.5 E21 00 39.8
53 – 56	14	S33 37 44.1 E21 00 39.1
57 – 60	15	S33 37 39.5 E21 00 45.7
61 – 64	16	S33 37 39.1 E21 00 51.9
65 – 68	17	S33 37 36.1 E21 01 00.7
69 – 72	18	S33 37 35.8 E21 01 04.6
73 – 76	19	S33 37 11.3 E21 01 58.4
77 – 80	20	S33 37 08.4 E21 01 57.8
81 – 84	21	S33 37 05.9 E21 01 54.5
85 – 88	22	S33 37 04.6 E21 01 51.8
89 – 92	23	S33 36 59.9 E21 01 50.7
93 – 96	24	S33 36 57.6 E21 01 57.6
97 – 100	25	S33 37 02.9 E21 02 00.8

Attachment B

to purchase contract for share holder's interest of **TOUWSBERG NATURE RESERVE 2 (Pty) Ltd** (ref 2006/024859/07)

Map (1: 50 000) of Touwsberg Nature Reserve indicating the area covered by the reserve and the borders of the distinctive farms.

