



Companies and Intellectual
Property Commission
a member of the sfi group

Date: 02/07/2014

Our Reference: 110905897
Box: **162882**
Sequence: **12**

ANDRE VISSER
Docex: 81 PRETORIA
PO BOX 1014
PRETORIA
PRETORIA
0001

RE: Amendment to Company Information

Company Number: 2012/146608/08

Company Name: WATERKLOOF RIDGE NATURE VALLEY NPC

We have received a COR15.2 (Amendment of Memorandum of Incorporation) from you dated 12/05/2014.
The Amendment of Memorandum of Incorporation (1) was accepted and placed on file.

Yours truly

Commissioner: CIPC

LKZ LKZ

Please Note:

The attached certificate can be validated on the CIPC web site at www.cipc.co.za.
The contents of the attached certificate was electronically transmitted to the South African Revenue Services.



The Companies and Intellectual Property Commission
of South Africa
P.O. BOX 429, PRETORIA, 0001, Republic of South Africa. Docex 256, PRETORIA.
Call Centre Tel 086 100 2472, Website www.cipc.co.za



WATERKLOOF RIDGE NATURE VALLEY NPC

(Incorporated in the Republic of South Africa)
(Registration No. (2012/146608/08)
("the Company")

**WRITTEN RESOLUTIONS OF THE MEMBERS OF THE COMPANY PASSED AT
WATERKLOOF RIDGE ON 21 NOVEMBER 2013**

WAIVER:

The members of the Company hereby waive any statutory or contractual time limits and requirements for the calling and holding of this meeting.

RESOLVED:

1. **AS SPECIAL RESOLUTION NO. 1**

THAT the Memorandum of Incorporation ("MOI") of the company is replaced in its entirety by the MOI attached to this resolution, marked "A".

1. **ORDINARY RESOLUTION NUMBER 1:**

THAT the Partners and/or Associates and/or Professional Assistants and/or Candidate Attorneys of the firm ADAMS & ADAMS, practising Attorneys of Lynnwood bridge, 4 Daventry road, Lynnwood, Pretoria, be and are appointed with full power of substitution to be our lawful attorneys and agents in our name, place and stead, to sign all documents required to give effect to the adoption of the new

MOL



CHAIRMAN:

On behalf of Members

MEMORANDUM OF INCORPORATION

of

WATERKLOOF RIDGE NATURE VALLEY NPC

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MEMORANDUM OF INCORPORATION
OF
WATERKLOOF RIDGE NATURE VALLEY NPC
("the Company")

PRELIMINARY

The prescribed standard form MOI (as defined below) for non-profit companies, contained in the Regulations (as defined below), shall not apply to the Company.

1 INTERPRETATION:

1.1 In this MOI unless the context otherwise indicates:

1.1.1 "**Act**" shall mean the Companies Act, 2008 as amended;

1.1.2 "**Board**" shall mean the board of Directors of the Company from time to time, as appointed in terms of this MOI

1.1.3 "**Business Day**" shall mean any day other than a Saturday, Sunday or public holiday in the Republic;

1.1.4 "**Chairman**" shall mean the chairman of the board of Directors of the Company elected in terms of clause 21;

1.1.5 "**Contribution Ratio**" shall mean the ratio of the total financial/monetary contribution of a Member to the Company during the preceding financial year as it stands to the whole of all financial/monetary contributions of all members to the Company during the preceding financial year;

1.1.6 "**Directors**" shall mean the directors of the Company from time to time, as defined in the Act;

- 1.1.7 **"Member"** shall mean a member of the Company from time to time;
 - 1.1.8 **"Meeting"** shall mean any general meeting of the Company or any adjournment thereof, as the case may be;
 - 1.1.9 **"MOI"** shall mean this memorandum of incorporation of the Company, including any schedules hereto, as amended from time to time;
 - 1.1.10 **"Registered Office"** shall mean the registered office of the Company;
 - 1.1.11 **"Regulations"** shall mean the regulations promulgated under the Act for as long as they remain of force and effect;
 - 1.1.12 **"Republic"** shall mean the Republic of South Africa; as constituted from time to time;
 - 1.1.13 **"Rules"** shall mean rules made by the Board in accordance with the provisions of clause 6.2;
 - 1.1.14 **"Secretary"** shall mean any person duly appointed from time to time to perform the duties of the secretary of the Company;
 - 1.1.15 **"Waterkloof Boulevard"** shall mean Waterkloof Boulevard Homeowners Association NPC (Registration Number: 1996/013332/08), a non-profit company incorporated in accordance with the laws of South Africa.
- 1.2 Words that are defined in the Act and not defined in this MOI, shall bear the same meaning in this MOI, as in the Act.
- 1.3 Expressions with reference to writing shall be construed as including reference to printing, lithography, photography, electronic mail and other modes of representing or reproducing words in visible form.
- 1.4 Words importing the singular shall include the plural, words importing the masculine, feminine or neuter shall include the others of such genders,

and words importing persons shall include bodies corporate, and vice versa in each instance.

- 1.5 In this MOI, clause headings are used for convenience only, and shall not be used in its interpretation.
- 1.6 If any provision in a definition is a substantive provision conferring a right or imposing an obligation on any person, then, notwithstanding that it is only in a definition, effect shall be given to that provision as if it were a substantive provision in the body of this MOI.
- 1.7 The use of the word "**including**", "**includes**" and "**include**", followed by a specific example/s, shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of that general wording or those specific example/s.
- 1.8 Where any term is defined within a particular clause other than this clause 1, that term shall bear the meaning ascribed to it in that clause wherever it is used in this MOI. Unless the context indicates otherwise.

2 CONFLICTS WITH THE MOI

If there is a conflict between any provision of this MOI and :

- 2.1.1 an alterable provision of the Act, the provision of this MOI shall prevail to the extent of the conflict and the extent permitted by the Act;
- 2.1.2 an unalterable provision of the Act, the unalterable provision of the Act shall prevail to the extent of the conflict.

3 INCORPORATION AND NATURE OF THE COMPANY

- 3.1 This MOI was adopted by the Members of the Company, in accordance with the provisions of section 16(1)(c)(ii) of the Act.

- 3.2 The Company is incorporated in accordance with, and governed by
- 3.2.1 the unalterable provisions of the Act, that are applicable to non-profit companies;
- 3.2.2 the alterable provisions of the Act that are applicable to non-profit companies, subject to any limitation, extension, variation or substitution set out in this MOI; and
- 3.2.3 the provisions of this MOI.

4 OBJECTS AND POWERS OF THE COMPANY

- 4.1 The Company is a non-profit company with Members, with the objects as follows:

To contribute to conserving the earth's vitality and diversity, especially in relation to Waterkloof Spruit, by:

- promoting sound environmental values and sustainable living;
- integrating conservation and development;
- encouraging individual and community action;
- securing the protection and wise use of natural resources;
- acting as environmental watchdog;
- promoting and participating in environmental education;
- influencing policy and decision making; and
- responding to changing needs.

- 4.2 The objects of the Company are not subject to any restriction, limitation or qualification as contemplated in Section 19(1)(b)(ii) of the Act.

5 WINDING UP, DEREGISTRATION OR DISSOLUTION

Upon its winding-up, deregistration or dissolution, the assets of the

Company remaining after the satisfaction of all its liabilities shall be given or transferred to some other non-profit companies having objects similar to its objects, to be determined by the Members at or before the time of its dissolution or, failing such determination, by a court of competent jurisdiction.

6 MEMORANDUM OF INCORPORATION AND RULES

- 6.1 Every provision of this MOI is capable of amendment in accordance with the provisions of sections 16, 17 and 152(6)(b) of the Act, and, accordingly, there is no provision of this MOI which may not be amended as contemplated in section 15(2)(b) or 15(2)(c) of the Act.
- 6.2 The Board may, subject to the provisions of section 15(4) of the Act, make, amend or repeal any necessary or incidental Rules relating to the governance of the Company in respect of matters that are not addressed in the Act or this MOI, and the authority of the Board in this regard is not limited or restricted in any manner by this MOI.
- 6.3 The Company shall publish a copy of those Rules and a notice of any alteration to those Rules in accordance with section 17(1) of the Act or in such other manner as may be required by those Rules.
- 6.4 The Company does not elect, in terms of section 34(2) of the Act, to comply voluntarily with the provisions of Chapter 3 of the Act.

7 MEMBERS OF THE COMPANY

- 7.1 Members of the Company may be any person including natural persons, companies or other bodies corporate, or statutory bodies or partnerships or associations of persons.
- 7.2 The Members are all in a single class, being voting Members, each of whom has 1 (one) weighted vote in any matter to be decided by the Members.
- 7.3 Each Member's vote shall carry a weighting equal to his Contribution

Ratio, as determined from time to time in accordance with provisions of clause 7.4.

- 7.4 The weighting to be allocated to the vote of each Member in accordance with the provisions of clause 7.3, shall be determined by the Board (or any other independent person as the Board may deem fit) within 20 (twenty) days of the adoption of this MOI (“**the Initial Determination**”) and thereafter on an annual basis, before the first Meeting of every financial year.
- 7.5 The weighting allocated to the vote of each Member, shall be announced by the Chairman of the Board at the first Meeting after the Initial Determination and, thereafter, at the first Meeting of every financial year.
- 7.6 The weighting allocated to the vote each member shall remain unchanged for the duration of each financial year.
- 7.7 After the adoption of this MOI, no Meeting may be held before the Initial Determination has been carried out by the Board.
- 7.8 Applications for Membership shall be made to the Board, or a person appointed for this purpose by the Board, giving such details as the Board may from time to time require. No Member shall be admitted as a Member unless such Member has agreed to be bound by the terms and conditions of this MOI.
- 7.9 Upon a new Member being admitted, the Board shall give written notice thereof to all Members.
- 7.10 The number of Members from time to time shall not be limited, but as required by the Act, shall at no time be less than 3 (three).

8 CESSATION OF MEMBERSHIP

8.1 Membership of the Company shall terminate:

8.1.1 upon receipt by the Board at the Registered Office of a notice in

writing to this effect from the Member concerned;

8.1.2 upon the issue of a final order of liquidation or winding up of the Member concerned;

8.1.3 in the case of a natural person, upon the death of a Member;

8.1.4 in the event of non-compliance by a Member with any obligations as may attach to his Membership, upon the expiration of a period of 3 (three) months reckoned from the date of written notice by the Board to the Member concerned requiring the remedying of such default; save that the Board shall be entitled to extend the period of grace allowed to a particular Member to such extent and for such reasons as it may in its sole and absolute discretion deem appropriate;

8.1.5 upon the passing of a special resolution to this effect by the Company.

8.2 Notwithstanding anything to the contrary contained or implied in this MOI, the cessation of Membership shall in no way release a Member from any obligation undertaken by him prior to the cessation of Membership.

9 RIGHTS OF MEMBERS

9.1 The rights and obligations of a Member shall not be transferable.

9.2 A Member shall at all times:

9.2.1 further the objects and interests of the Company to the best of his ability;

9.2.2 observe all Rules made by the Company whether such Rules form part of the this MOI or not.

9.3 If, at any time, every Member is also a Director, the authority of the Members to act without notice or compliance with any other internal

formalities, is not limited or restricted by this MOI.

10 WATERKLOOF BOULEVARD'S MEMBERSHIP

- 10.1 Notwithstanding the fact that Waterkloof Boulevard shall constitute a single Member, it shall be entitled to confer such benefits and/or obligations accrued to it as a single Member upon all its individual members.
- 10.2 The directors of Waterkloof Boulevard may regulate the benefits and/or obligations of its individual members resulting from Waterkloof Boulevard's membership in the Company, subject to the provisions of clause 10.3 below.
- 10.3 The benefits and/or obligations provided to, and imposed on, the individual members of Waterkloof Boulevard resulting from its membership in the Company may not exceed the benefits and/or obligations granted to the Members of the Company.

11 LEGAL POWERS AND CAPACITY

- 11.1 Subject to the provisions of section 19(1)(b)(i) of the Act, the Company has all the legal powers and capacity of an individual except to the extent that the Company as a juristic person, is incapable of exercising any such power, or is incapable of having any such capacity or to the extent that the MOI provides otherwise.
- 11.2 There is no provision of this MOI which constitutes a restrictive condition as contemplated in section 15(2)(b) of the Act.

12 MEETINGS

- 12.1 The Company shall hold an Annual General Meeting annually. It may hold its Meetings whenever the need arises for such Meeting to be convened as contemplated in clause 12.3 below.
- 12.2 The Board or a Member or Members holding at least 25% (twenty-five percent) of all voting rights, may call a Meeting at any time.

12.3 The Board must call a Meeting:

12.3.1 at any time that the Board is required by the Act or the MOI to refer a matter to Members for decision;

12.3.2 whenever required in terms of section 70(3) of the Act to fill a vacancy on the Board; and

12.3.3 when otherwise required in terms of section 61(3) of the Act , clause 9.2, or in terms of any other provision of this MOI.

12.4 Meetings shall be held at such time and place as the Board shall determine.

13 NOTICE OF GENERAL MEETINGS

13.1 The Company must deliver a notice of each Meeting in the prescribed manner and form to all of the Members as of the record date for the Meeting, at least 10 (ten) Business Days before the Meeting.

13.2 The Company may call a meeting with less notice than required in terms of clause 13.1, but such meeting may proceed only if every Member or other person who is entitled to exercise voting rights in respect of any item on the Meeting agenda:

13.2.1 is present at the Meeting; and

13.2.2 votes to waive the required minimum notice of the Meeting.

13.3 A notice of a Meeting must be in writing, and must include-

13.3.1 the date, time and place for the Meeting;

13.3.2 the general purpose of the Meeting, and any specific purpose contemplated in section 61(3)(a) of the Act, if applicable; and

13.3.3 a copy of any proposed resolution of which the Company has received notice, and which is to be considered at the Meeting, and a notice of the percentage of voting rights that will be required for

that resolution to be adopted.

- 13.4 A Member entitled to attend and vote at a Meeting is entitled to appoint a proxy to attend, participate in and vote at the Meeting in the place of the Member.

14 PROCEEDINGS AT GENERAL MEETINGS

- 14.1 No business shall be transacted at any Meeting unless a quorum of Members is present at the time when the Meeting proceeds to business. A quorum shall be constituted if there are 3 (three) Members entitled to vote personally present at such Meeting.
- 14.2 If within half an hour after the time appointed for the Meeting, a quorum is not present, the Meeting, if convened upon the request of Members shall be dissolved. In any other case it shall stand adjourned to such date as the Chairman may decide, provided it shall be within 15 (fifteen) Business Days of, but more than 5 (five) Business Days after, the original Meeting, and if at such adjourned Meeting a quorum is still not present within half an hour after the time appointed for such Meeting, the Members then present in person or by proxy shall be deemed to constitute a quorum.
- 14.3 Where a Meeting has been adjourned as aforesaid, the Company shall, as soon as possible, notify all Members in such manner as the Chairman may decide, of the following matters:
- 14.3.1 the date, time and place to which the Meeting has been adjourned;
 - 14.3.2 the matter before the Meeting when it was adjourned; and
 - 14.3.3 the grounds for the adjournment.
- 14.4 The Chairman of a Meeting shall be the Chairman appointed in terms of clause 18 below, who shall preside as Chairman at all Meetings.
- 14.5 The Chairman may, with the consent of any Meeting at which a quorum is present (and shall, if so directed by the Meeting), adjourn the

Meeting from time to time and from place to place, but no business shall be transacted at any adjourned Meeting other than the business left unfinished at the Meeting at which the adjournment took place. When a Meeting is adjourned, the provisions of clause 14.3 shall *mutatis mutandis* apply to such adjournment.

- 14.6 At any Meeting, a resolution put to the vote of the Meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman and, unless a poll is so demanded, a declaration by the Chairman that a resolution has, on a show of hands, been carried unanimously or by a particular majority or negatived, and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 14.7 If a poll is duly demanded, it shall be taken in such manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the Meeting.
- 14.8 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman shall not have a second or casting vote in addition to the deliberate vote to which he may be entitled as a Member, or as a representative of a Member.
- 14.9 If a poll is demanded it shall be taken at such time as the Chairman directs. The demand for a poll shall not prevent the continuation of a Meeting for the transaction of any business other than the question upon which the poll has been demanded.
- 14.10 Unless a Meeting is required to be held in compliance with the provisions of the Act, a resolution signed by or on behalf of 75% (seventy-five percent) of all Members shall be as valid and effectual as if passed at a duly convened Meeting.

14.11 At all Meetings, each Member present in person or represented by proxy shall be entitled to 1 (one) vote which vote may be exercised either on a show of hands or on a poll.

15 PROXIES

15.1 The instrument appointing a proxy shall be in writing under the hand of the appointer or of his agent duly authorised in writing. A proxy need not be a Member; provided that the proxy shall be nominated by an authorised representative of a Member. The holder of a general or special power of attorney incorporating the necessary powers contemplated hereunder, shall be entitled to attend and vote at any Meetings on behalf of the Member granting such power.

15.2 The Company shall be obliged to give effect to the appointment of a proxy, provided the instrument appointing such proxy, including the power of attorney or other authority, if any, under which it is signed or a duly certified copy thereof, shall have been deposited at the Regional Office not less than 48 (forty-eight) hours before the time for holding such Meeting, or any adjournment thereof.

15.3 The instrument appointing a proxy shall be in the following form, or in such other form as may be acceptable to the Chairman of the Meeting;

"I _____ being a Member hereby appoint:

_____ of _____ or failing him/her

_____ of _____ or failing him/her

_____ of _____ or failing him/her

_____ of _____

as my proxy to attend, vote and speak for me and on my behalf at the general Meeting of the Company to be held on the day of..... and at any adjournment thereof as follows:

	<i>In favour of</i>	<i>Against</i>	<i>Abstain from voting</i>
<i>Resolution No:</i>			
<i>Resolution No:</i>			
<i>Resolution No:</i>			

(Indicate instruction to proxy by way of a cross in the space provided above).

Unless otherwise instructed, my proxy may vote as he/she thinks fit.

SIGNED at _____ on this the _____ day of _____

Signature

(NOTE: A Member entitled to attend and vote is entitled to appoint a proxy to attend, speak and vote in his stead. Such proxy need not also be a Member)."

15.4 A Meeting may be conducted entirely by electronic communication, provided that the electronic communication technology employed, enables all persons participating in the Meeting to communicate reasonably effectively and concurrently with each other without an intermediary, and provided that:

15.4.1 the notice of that Meeting must inform Members of the availability of that form of participation, and provide any necessary information to enable Members or their proxies to access the available medium or means of electronic communication; and

15.4.2 access to the medium or means of electronic communication is at the expense of the Member or proxy.

15.5 For an ordinary resolution to be adopted at a Meeting, it must be supported by at least 50% (fifty percent) of the Members who voted on the resolution.

15.6 For a special resolution to be to be adopted at a Meeting, it must be supported by at least 75% (seventy-five percent) of the Members who voted on the resolution.

15.7 A special resolution is not required for any matter to be determined by the Company, except those matters set out in section 65(11) of the Act.

16 RECORD DATE FOR DETERMINING MEMBER RIGHTS

16.1 The Board may set a record date for the purpose of determining which Members are entitled to:

16.1.1 receive notice of a Meeting;

16.1.2 participate in and vote at a Meeting; and

16.1.3 decide any matter by written consent or electronic communication, as contemplated respectively in sections 60 and 63 of the Act.

16.2 If the Board does not determine a record date for any action or event, the record date is:

16.2.1 in the case of a Meeting, the latest date by which the Company is required to give Members notice of that Meeting; or

16.2.2 the date of the action or event, in any other case.

17 POWERS AND DUTIES OF DIRECTORS

17.1 The business and affairs of the Company shall be managed by or under the direction of its Board, which has the authority to exercise all of the powers and perform any of the functions of the Company, except

to the extent that the Act or, the MOI or the Rules provide otherwise.

- 17.2 The Board shall comprise not less than 3 (three) Directors, or their alternates.
- 17.3 All of the Directors shall be appointed by a resolution of the Members in accordance with the provisions of the Act, and the MOI.
- 17.4 There shall be no *ex officio* Directors, as contemplated in section 66(4)(a)(ii) of the Act, and no person shall have the right to effect the direct appointment or removal of one or more Directors as contemplated in section 66(4)(a)(i) of the Act.
- 17.5 The Board may appoint a person who satisfies the requirements for election as a Director to fill any vacancy and serve as a Director of the Company on a temporary basis until the vacancy has been filled by election in terms of clause 15.3, and during that period any person so appointed has all of the powers, functions and duties, and is subject to all of the liabilities, of any other Director. The authority of the Board in this regard shall not be limited or restricted by this MOI.

18 DISQUALIFICATION OF DIRECTORS

If any Director:

- 18.1 ceases to be a Director or become prohibited from being a Director by virtue of any provision of the Act;
- 18.2 resigns his office by notice in writing to the Company;
- 18.3 is removed from office in accordance with the provisions of the Act or the MOI;
- 18.4 is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare his interest and the nature thereof in the manner required;
- 18.5 for more than 6 (six) months is absent, without the permission of the

Board of Directors, from meetings of the Board during that period; or
18.6 is removed by written notice to that effect signed by all other Directors,
then such Director shall vacate the office of Director.

19 PROCEEDINGS OF DIRECTORS AND QUORUM

- 19.1 The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they deem fit.
- 19.2 Board resolutions, in order to be of force and effect, shall be approved by the majority of Directors present and voting. Each Director shall be entitled to speak at any meeting of the Board and shall have one vote.
- 19.3 No business shall be transacted at any Board meeting unless a quorum is present at the time when the meeting proceeds to business. Not less than half of the Members of the Board plus one shall constitute a quorum. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall be dissolved and it shall stand adjourned to the same day in the next week, at the same time and place, or, if that day is not a Business Day, to the next succeeding Business Day. If at such adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Directors present shall constitute a quorum.
- 19.4 Any Director may at any time, and the Secretary upon the requisition of a Director shall, summon a meeting of the Board at the Registered Office on not less than 5 (five) Business Days' written notice to that effect given to all Directors, unless the Chairman shall, as a matter of urgency, consent to shorter notice being given.
- 19.5 Meetings of the Board and of all committees of the Board may be held by means of such telephone, electronic or other communication facility as permits all persons participating in the meeting to communicate with each other simultaneously, provided that the meeting shall be properly

minuted by the Secretary and a copy of the minutes forwarded to all Directors for formal adoption.

- 19.6 A Director while absent from the Republic of South Africa shall not, during such absence, be entitled to notice of any meeting.

20 VOTING OF DIRECTORS

- 20.1 Each Director present or represented at a meeting of the Board shall be entitled to exercise 1 (one) vote.
- 20.2 Questions arising at any meeting of Directors shall be decided by a majority of votes, and in the case of an equality of votes the Chairman shall not have a second or casting vote.

21 CHAIRMAN

- 21.1 The Chairman, who shall at all times be a resident of the Republic, shall be an appointee designated by the Board. If the Chairman is not present or willing to act within 15 (fifteen) minutes of the time appointed for the commencement of any meeting, the Directors then present shall choose any other of their number to be Chairman of such meeting.

22 PROCEEDINGS OF DIRECTORS

- 22.1 The Company must keep minutes of the meetings of the Board, and any of its committees, and include in the minutes:
- 22.1.1 any declaration given by notice or made by a Director as required by section 75 of the Act; and
- 22.1.2 every resolution adopted by the Board
- 22.2 Resolutions adopted by the Board:
- 22.2.1 must be dated and sequentially numbered; and
- 22.2.2 are effective as of the date of the resolution, unless the resolution states otherwise.

22.3 Any minutes of a meeting, or a resolution, signed by the Chairman is evidence of the proceedings of that meeting, or adoption of that resolution, as the case may be.

23 DIRECTORS ACTING OTHER THAN AT MEETING

23.1 Except to the extent that the MOI provides otherwise, a decision that could be voted on at a meeting of the Board may instead be adopted by written consent of a majority of the Directors, given in person, or by electronic communication, provided that each Director has received notice of the matter to be decided.

23.2 A decision made in the manner contemplated in clause 23.1 is of the same effect as if it had been approved by voting at a meeting.

23.3 The Directors may delegate any of their powers to committees consisting of such Directors or other persons as they think fit. Any committee so formed shall, in the exercise of the powers so delegated, conform to any rules that may be imposed on it by the Directors.

24 FINANCIAL STATEMENTS AND ACCESS TO COMPANY INFORMATION

24.1 The Company shall prepare annual financial statements in accordance with the provisions of the Act and the Regulations and shall, only to the extent required by the Act or the Regulations, have those annual financial statement audited or reviewed.

24.2 Except as set out in this clause 24, no information rights are established by this MOI in favour of any person in addition to those rights created by section 26 of the Act.

25 PROHIBITION ON DISTRIBUTION OF INCOME AND PROPERTY

25.1 The income and assets of the Company, whencesoever derived, shall be applied solely towards the promotion of its objects and no portion thereof shall be paid or transferred, directly or indirectly, by way of

dividend, bonus or otherwise howsoever, to past or present incorporators, or Members or Directors of the Company or to its controlling or controlled company; provided that nothing herein contained shall prevent the payment in good faith of reasonable remuneration to any officer or servant of the Company or to any Member thereof in return for any services actually rendered to the Company.

26 LIABILITY OF DIRECTORS

26.1 Each-

26.1.1 Director, Secretary and other officer of the Company; and

26.1.2 person employed by the Company as its auditor,

26.1.3 shall be indemnified by the Company against any liability incurred by him from time to time in that capacity that is not inconsistent with the provisions of sections 77 and 78 of the Act.

26.2 The Company:

26.2.1 shall advance expenses to a Director to defend litigation in any proceedings arising out of the Director's service to the Company; and

26.2.2 indemnifies a Director for expenses contemplated in clause 26.2.1, irrespective of whether it has advanced those expenses, if the proceedings:

26.2.2.1 are abandoned or exculpate the Director; or

26.2.2.2 arise in respect of any liability for which the Company may indemnify the Director, in terms of sections 78(5) and 78(6) of the Act.

26.3 The Company indemnifies a Director in respect of any liability arising other than as contemplated in section 78(6) of the Act.

- 26.4 The Company may obtain insurance to protect:
- 26.4.1 a director against any liability or expenses for which the Company is permitted to indemnify a Director in accordance with the provisions of section 78 (5) of the Act; or
 - 26.4.2 the Company against any contingency including but not limited to:
 - 26.4.2.1 any expenses-
 - 26.4.2.2 that the Company is permitted to advance in accordance with the provisions of section 78(4)(a) of the Act; or
 - 26.4.2.3 for which the Company is permitted to indemnify a Director in accordance with the provisions of section 78(4)(b) of the Act; or
 - 26.4.2.4 any liability for which the Company is permitted to indemnify a Director in accordance with the provisions of section 78(5) of the Act.
- 26.5 The Company shall be entitled to claim restitution from a Director for any money paid directly or indirectly by the Company to or on behalf of that Director in any manner inconsistent with section 78 of the Act.
- 26.6 The Company shall not provide a loan to, secure a debt or obligation of, or otherwise provide direct or indirect financial assistance to, a Director or of a related or inter-related Company, or to a person related to any such Director unless the transaction:
- 26.7 is in the ordinary course of the Company's activities in furtherance of its objects and for fair value;
 - 26.8 constitutes an advance to meet legal expenses in relation to a matter concerning the Company or to meet anticipated expenses to be incurred by the person on behalf of the Company;
 - 26.9 is to defray the person's expenses for removal at the Company's request; or

26.10 is in terms of an employee benefit scheme generally available to all employees or a specific class of employees of the Company.

27 FUNDAMENTAL TRANSACTIONS

The Company shall not:

- 27.1 amalgamate or merge with, or convert to, a profit company; or
- 27.2 dispose of any part of its assets, undertaking or business to a profit company, other than for fair value, except if such a disposition of an asset occurs in the ordinary course of the charitable objects of the Company.

28 NOTICES TO DIRECTORS

28.1 Any notice that is required to be given to Directors may be given in any manner prescribed in the Regulations and that notice shall be deemed to have been delivered as provided for in the Regulations as a result of the relevant method of delivery.

28.2 Each Director shall:

- 28.2.1 notify the Company in writing of a postal address, which address shall be his registered address for the purposes of receiving written notices from the Company by post and, if he has not named such an address, he shall be deemed to have waived his right to be so served with notices; and
- 28.2.2 unless otherwise agreed with the Company, notify the Company in writing of an e-mail address and facsimile number, which shall be his address and facsimile number for the purposes of receiving notices by way of e-mail or facsimile, respectively.

29 NOTICES TO MEMBERS

29.1 Each Member shall:

29.1.1 notify the Company in writing of an address, at which all notices and other communications must be delivered and which address shall be his *domicilium citandi et executandi* ("**Domicilium**") at which all documents in legal proceedings in connection with his membership in the Company must be served, failing which his address and Domicilium for purposes of receiving such notices and communications and service of legal proceedings, respectively, shall be the address provided by such Member in his application for membership and, failing which, his last known physical address;

29.1.2 notify the Company in writing to an e-mail address and facsimile number, which address shall be his address for the purposes of receiving notices and communications by way of e-mail or facsimile, respectively.

29.2 Any notice or communication required or permitted to be given to a Member pursuant to his membership in the Company shall be valid and effective only if in writing and sent to a Member's chosen address, telefax number or e-mail address in accordance with the provisions of clause 29.5, provided that documents in legal proceedings in connection with this Agreement may only be served at a Party's Domicilium.

29.3 Any Member may by written notice to the Company, change their chosen address, telefax number or e-mail address to another address, telefax number or e-mail address, provided that:

29.3.1 the change shall become effective on the 10th (tenth) Business Day after the receipt of the notice by the Company; and

29.3.2 any change of a Member's Domicilium shall only be to an address in the Republic of South Africa, which is not a post office box or *poste restante*.

29.4 Any notice to a Member contained in a correctly addressed envelope;
and

29.4.1 sent by prepaid registered post to it at its chosen address or, if he fails to notify the Company of an address, at the address of any property owned by the Member in the Scheme, as contemplated in clause 29.1; or

29.4.2 delivered by hand to a responsible person during ordinary business hours at its chosen address or, if he fails to notify the Company of an address, at the address of any property owned by the Member in the Scheme, as contemplated in clause 29.1;

shall be deemed to have been received in the case of clause 29.4.1 on the fifth Business Day after posting (unless the contrary is proved) and, in the case of clause 29.4.2 on the day of delivery.

29.5 Any notice by telefax or e-mail to a Member at its telefax number or e-mail address shall be deemed, unless the contrary is proved, to have been received on the first Business Day after the date of transmission.

29.6 Notwithstanding anything to the contrary contained in this clause 29, a written notice or communication actually received by a Member shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen address, telefax number or e-mail address as set out in clause 29.1.

30 GOVERNING LAW AND JURISDICTION

This MOI shall in all respects be governed by the law of the Republic of South Africa. The North Gauteng High Court, Johannesburg shall have non-exclusive jurisdiction in respect of any dispute or claim arising out of or in connection with this MOI.

31 DISPUTE RESOLUTION

31.1 If a dispute between the Directors arises out of or is related to this MOI, including any matter relating to the breach of any of the provisions of this MOI, the Directors shall meet and negotiate in good faith to attempt to resolve the dispute. If, after 30 (thirty) days from the date upon which the dispute was declared by a Director by written notice, the dispute is not resolved the matter shall be determined in accordance with the following provisions.

31.2 Save in respect of those provisions of this MOI which provide for their own remedies that are incompatible with arbitration, or in the case of the Company or any Director instituting urgent action against the other in any court of competent jurisdiction, any dispute arising from or in connection with this MOI shall be finally resolved by arbitration as follows:

31.2.1 the arbitrator shall be a practising attorney or practising advocate of not less than 15 (fifteen) years standing. The Director calling the dispute ("**the Referring Director**") shall nominate in writing, 3 (three) arbitrators of his choice to determine the dispute and shall furnish such nomination to the other Directors. The other Directors shall, within 14 (fourteen) days after receipt of the nomination, nominate 1 (one) out of the 3 (three) arbitrators nominated to act as an arbitrator, as contemplated in this clause 18. In the event that the other Directors fail to nominate or fail to agree on the arbitrator to be appointed as contemplated herein, the referring Director shall, in its sole discretion, be entitled to appoint 1 (one) out of the 3 (three) arbitrators nominated to act as an arbitrator as contemplated herein;

31.2.2 the arbitration shall be held in Pretoria, at a venue to be determined by the arbitrator;

31.2.3 the arbitration shall otherwise be held in accordance with the rules of the Arbitration Foundation of South Africa ("**AFSA**"), or if AFSA shall not be in existence, in accordance with the formalities and

procedures settled by the arbitrator, which shall be in an informal and summary manner, that is, it shall not be necessary to observe or carry out either the usual formalities or procedure or the strict rules of evidence, and the provisions of the Arbitration Act, 1965;

- 31.2.4 the arbitrator shall be entitled to:
 - 31.2.4.1 investigate or cause to be investigated any matter, fact or thing which he considers necessary or desirable in connection with any matter referred to him for decision;
 - 31.2.4.2 make such award, including an award for specific performance, an interdict, damages, penalty and/or the costs of arbitration or otherwise as he in his discretion may deem fit and appropriate; and
- 31.2.5 the arbitration shall be held as quickly as possible after it is demanded, with a view to it being completed within 30 (thirty) days after it has been so demanded.
- 31.3 This clause 31 will be severable from the rest of this MOI so that it will operate and continue to operate notwithstanding any actual or alleged voidness, voidability, unenforceability, termination, cancellation, expiry, or accepted repudiation, of this MOI.
- 31.4 No Directors shall be entitled to withhold performance of any of their obligations in terms of this MOI or the Act pending the settlement of, or decision in, any dispute arising between the Directors and each Director shall in such circumstances continue to comply with their obligations in terms of this MOI or the Act.

Safee-Naaz Siddiqi

From: Gerbrand Steyn [gsteyn@grintek.com]
Sent: 09 May 2014 08:56 AM
To: Jac Marais
Subject: What TETRA would Offer to the SAPS V4 140506
Attachments: What TETRA would Offer to the SAPS V4 140506.docx

Hi Jac

Please find attached the updated do in Word format.

8R

Gerbrand

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The Owner
Waterkloof Ridge Nature Valley Home Owners Association NPC
Cygnus Street
WATERKLOOF RIDGE

12 December 2013

Dear Sir/Madam

**RE: MINUTES OF THE ADJOURNED SPECIAL GENERAL MEETING OF
WATERKLOOF RIDGE NATURE VALLEY HOME OWNERS ASSOCIATION NPC**

We refer to the Adjourned Special General Meeting held on Thursday, 28 November 2013 and attach hereto for your information and safekeeping:

- The Minutes of the Meeting
-

Kindly peruse the documents and please take note of owner's liability in respect of the proceedings at the Special General Meeting.

We assure you of our best attention at all times.

Yours Faithfully,

A handwritten signature in black ink, appearing to be "L. Jansen".

LOUISE JANSEN
PORTFOLIO MANAGER

Pretor Group comprising of: Sectional Title Administration • Residential Communities Administration
Home Rentals • Commercial Property Management • Financial Services

**MINUTES OF THE ADJOURNED SPECIAL GENERAL MEETING OF
WATERKLOOF RIDGE NATURE VALLEY HOME OWNERS
ASSOCIATION NPC**

REGISTRATION NUMBER: 2012/146608/08

**HELD ON THURSDAY, 28 NOVEMBER 2013 AT 18:15 HELD AT THE
WATERKLOOF BAPTIST CHURCH**

1. NOTICE OF THE MEETING

Notice of the meeting is given in terms of the Memorandum of Incorporation of the Home Owners Association and it was noted that a quorum was present. Owners of forty five (45) stands were present, either in person or by proxy, and eligible to vote.

2. WELCOME & ELECTION OF CHAIRMAN

Dr Darian van Loggerenberg was elected as Chairman for the meeting and welcomed all members present.

3. ATTENDANCE AND APOLOGIES

Attendance was as per the attendance register. Proxies were recorded as apologies.

Louise Jansen (Pretor Group) was in attendance

4. SPECIAL RESOLUTION

4.1 That the Company's Memorandum of Incorporation is hereby replaced by the attached Memorandum of Incorporation

The Chairman tabled the proposed Memorandum of Incorporation with the members.

After discussion by the members the following amendment to the tabled Memorandum of Incorporation was proposed and duly seconded by the members present at the meeting:

12.1 that the company shall hold an Annual General Meeting annually

It was proposed that the special resolution to adopt the tabled Memorandum of Incorporation with the amendment to 12.1 be put to the vote and duly seconded.

The Special Resolution was unanimously accepted and passed by the members present in person or represented by proxy at the meeting.

5. ORDINARY RESOLUTION

5.1 That the Partners and/or Associates and/or Professional Assistants and/or Candidate Attorneys of the firm ADAMS & ADAMS, practising Attorneys of Lynnwood bridge, 4 Daventry road, Lynnwood, Pretoria, be and are appointed with full power of substitution to be our lawful attorneys and agents in our name, place and stead, to sign all documents required to give effect to this special resolution

It was proposed that the ordinary resolution be put to the vote and duly seconded.

The ordinary was unanimously accepted and passed by the members present in person or represented by proxy at the meeting.

6. CLOSING

There being no further matters under discussion, the Chairman thanked the members for having attended and closed the meeting.

Signed on this 11 day of December 2013



CHAIRMAN