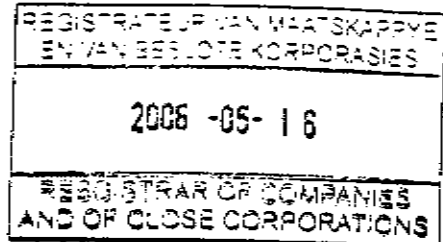


**REPUBLIC OF SOUTH AFRICA**

**COMPANIES ACT 1973**



**ARTICLES OF ASSOCIATION**

**OF A COMPANY NOT HAVING A SHARE CAPITAL  
AND NOT ADOPTING SCHEDULE (1)**

**[Section 60(1); Regulation 18]**

**BREADLINE AFRICA (RSA)**

**[Association Incorporated under Section 21]**

**Registration Number :**

## PRELIMINARY

The Standard Articles of Association contained in Table "A" or "B" of Schedule 1 to the Act shall not be applicable to this Company; whose Articles of Association shall be in the form set out hereunder.

### 1.

#### INTERPRETATION

In these Articles, unless the context shall clearly otherwise indicate,

- 1.1 "The Act" means the Companies Act, No. 61 of 1973, as amended from time to time.
- 1.2 "The COMPANY" means **BREADLINE AFRICA (RSA) (Association Incorporated Under Section 21)**.
- 1.3 "The Board" means the Board of Directors of the COMPANY.
- 1.4 "Duly Certified" in relation to copies, shall mean and denote a copy certified by an appropriate Public Officer or Notary Public; or such other form of certification as the Directors may from time to time in their sole discretion accept.
- 1.5 "Month" means calendar month.
- 1.6 "The Office" means the registered office of the COMPANY.
- 1.7 "Republic" means the Republic of South Africa.
- 1.8 "Secretary" means any person duly appointed from time to time to perform the duties of the Secretary of the COMPANY.

- 1.9 "These Articles" means the Articles of Association as originally framed or as altered from time to time by Special Resolution, and in accordance with the Memorandum.
- 1.10 Words and expressions contained in these Articles shall bear the same meanings *mutatis mutandis* as are assigned respectively to them by The Act, as amended from time to time.
- 1.11 Expressions with reference to writing, shall be construed as including reference to printing, lithography, photographs and other modes of representing or reproducing words in visible form.
- 1.12 Any reference to a specific Statute or the Regulations prescribed thereunder, shall be deemed to refer to such Statute or Regulations as amended from time to time, or as substituted in consequence of the repeal and re-enactment by Parliament of the relevant Statute and the Regulations prescribed thereunder.
- 1.13 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.

## 2.

### MEMBERSHIP

The membership of the COMPANY shall be constituted as follows :

- 2.1 The Initial Membership shall comprise those persons who have subscribed these Articles of Association in that capacity.

- 2.2 Further Members may be admitted from time to time by the Board, at its sole and absolute discretion, acting in what it perceives to be the best interests of the COMPANY.
- 2.3 The COMPANY shall also have the power, by ordinary Resolution duly adopted by the Members of the COMPANY, to create one or more special categories of Membership, and to accord to any such category rights and obligations as may be determined by the COMPANY with reference thereto.

### 3.

#### ADMISSION TO MEMBERSHIP

- 3.1 The Directors shall ensure that there are at all times a minimum of Seven (7) members of the COMPANY.

If at any time the number of members remaining should fall below the stipulated minimum, it shall be incumbent upon the Directors to fill the necessary vacancy/ies within a period of Sixty (60) days of such vacancy/ies having occurred.

- 3.2 For the avoidance of doubt, the COMPANY shall be entitled to decline to admit to membership a particular applicant for membership, notwithstanding such applicant's willingness and ability to fulfil the qualifications and obligations attaching to the relevant membership sector.

### 4.

#### CESSATION OF MEMBERSHIP

- 4.1 Notwithstanding anything to the contrary herein contained or implied, membership of the COMPANY shall *ipso facto* be terminable by Resolution

approved by a majority comprising at least Two-Thirds ( $\frac{2}{3}$ ) of the members of the Board of Directors, if they shall deem this to be in the interests of the COMPANY.

4.2 Membership of the COMPANY shall *ipso facto* be terminated :

4.2.1 upon the death of a member who is a natural person; or upon the voluntary dissolution, or final liquidation, of any member which is a company or other corporate body; or

4.2.2 upon receipt by the COMPANY, at the Office, of the written resignation of the member concerned.

4.3 Membership of the COMPANY may likewise be terminated by the Board, as aforesaid, in the event of a member's failure to satisfy the Board with regard to such member's continued compliance with any eligibility criteria for membership, that may be applicable from time to time. Nothing herein contained shall preclude the Board, at its discretion, from extending any period of grace for compliance, to such extent, and for such reasons, as the Board, in its sole discretion, may deem appropriate.

4.4 For the avoidance of doubt, the Board shall be under no obligation to furnish reasons for, or to motivate, its decisions to the admission, refusal or termination of membership, as aforesaid.

5.

#### RIGHTS OF MEMBERSHIP

In addition to the rights of members conferred by Statute, membership shall also confer the following rights and prerogatives, viz:

5.1. The right to participate in the appointment of the members of the Board.

- 5.2 The right to inspect, and to receive copies of, the Annual Financial Statements of the COMPANY.
- 5.3 The right to receive notice of, attend, speak and vote at, General Meetings of the COMPANY, whether Ordinary or Extraordinary, in accordance with the provisions of these Articles.

6.

OBLIGATIONS OF MEMBERS ON CESSATION

Anything to the contrary hereinbefore contained or implied notwithstanding, the cessation of membership shall in no way release a Member from any obligation undertaken by such member prior to the cessation of membership, as a result of either:

- 6.1 the provisions of clause 10.2 of the Memorandum of Association of the COMPANY;
- 6.2 any further or ancillary guarantee, commitment or obligation which such Member may have undertaken, either as a condition attaching to Membership, or by virtue of any other cause.

7.

REPRESENTATIVE MEMBERS

The Board shall be entitled (but not obliged) to recognise any person as a Member, *nomine officii*, by reason of appointment as:

- 7.1 the holder of any office or appointment by virtue of which such person has been recognised as a member *nomine officii*,

7.2 the Liquidator of any Member which is a Body Corporate in the course of being wound up.

Any Representative Member recognised by the Board in terms of these provisions, shall from the date of the Board's such determination, and subject to the provision of any proof required by the Board with respect to the office or appointment concerned, be deemed, in all respects and for all purposes, to be a Member of the COMPANY of the same category as the Member concerned, in the relevant capacity.

8.

#### NON-TRANSFERABILITY OF MEMBERSHIP

Membership may not be assigned or transferred.

9.

#### REGISTER OF MEMBERS

The COMPANY shall maintain at the Office, a Register of Members as provided in Section 105 of The Act. The Register of Members shall be open to inspection, as provided in Section 113 of the Act.

10.

#### ALTERATION OF MEMORANDUM

The COMPANY may by Special Resolution alter the provisions of its Memorandum including its objects and powers, subject to the requirement stipulated in Clause 2.12 of Schedule "A" to the Memorandum.

11.

GENERAL MEETINGS

- 11.1 The COMPANY shall hold its First Annual General Meeting within Eighteen (18) months after the date of its incorporation, and shall thereafter in each year hold an Annual General Meeting; provided that no more than Fifteen (15) months shall elapse between the date of one Annual General Meeting and that of the next, and an Annual General Meeting shall be held within Six (6) months after the expiration of the financial year of the COMPANY.
- 11.2 Other General Meetings of the COMPANY may be held at any time.
- 11.3 Annual General Meetings and other General Meetings shall be held at such times and places as the Directors may appoint, or at such times and places as may be stipulated in respect of Meetings convened under Sections 179(4), 181, 182 or 183 of the Act.
- 11.4 Anything to the contrary hereinbefore contained notwithstanding, a General Meeting must be convened if at any time there is a written requisition therefor signed by not less than Three (3) Members of the COMPANY.

12.

NOTICE OF GENERAL MEETINGS

- 12.1 An Annual General Meeting, and a Meeting called for the passing of a Special Resolution, shall be called upon not less than Twenty-One (21) clear days' notice in writing. Any other General Meeting shall be called upon not less than Fourteen (14) clear days' notice in writing.
- 12.2 The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the place, the day



and the hour of the Meeting and shall be given in the manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the COMPANY in General Meeting, to such persons as are, under these Articles, entitled to receive such notices from the COMPANY; provided that a Meeting of the COMPANY shall, notwithstanding the fact that it is called by shorter notice than that specified in this Article, be deemed to have been duly called, if it is so agreed by a majority in number of the Members having a right to attend and vote at the Meeting, being a majority holding not less than Ninety-Five Percentum (95%) of the total voting rights of all such Members.

13.

PROCEEDINGS AT GENERAL MEETINGS

- 13.1 The Annual General Meetings shall deal with and dispose of all matters prescribed by the Act, including the consideration of the annual Financial Statements, the appointment or removal of Directors, the appointment of Auditors, and may deal with any other business laid before it. All business laid before any other General Meeting shall be considered Special Business.
- 13.2 No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the Meeting proceeds to business. A quorum shall be constituted if there shall be personally present at such meeting at least Four (4) members of the COMPANY.
- 13.3 If within Forty-Five (45) minutes after the time appointed for the Meeting, a quorum is not present, the Meeting, if convened upon the requisition of Members, shall be dissolved; in any other case it shall stand adjourned to such time and date as the Chairperson of the Meeting may decide, provided it shall be within Twenty-One (21) days of 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.

- 13.4 Where a Meeting has been adjourned as aforesaid, the COMPANY shall, upon a date no later than Three (3) days after the adjournment, publish in a newspaper circulating in the Province where the registered office of the COMPANY is situated, a notice stating :
- 13.4.1 the date, time and place to which the Meeting has been adjourned;
  - 13.4.2 the matter before the Meeting when it was adjourned; and
  - 13.4.3 the ground for the adjournment.
- 13.5 The Chairperson of the Board of Directors, or in his/her absence the Deputy-Chairperson, if any, shall preside as Chair at every General Meeting of the COMPANY.
- 13.6 If there is no such Chairperson or Deputy-Chairperson, or if at any Meeting s/he is not present within Thirty (30) minutes after the time appointed for the holding of the Meeting, or is unwilling to act as Chairperson, the Members actually present shall elect one of their number to act as Chairperson.
- 13.7 The Chairperson 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 Articles 13.5 and 13.6 above shall *mutatis mutandis* apply to such adjournment.
- 13.8 At any General 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 Chairperson or the members so qualified as referred to hereunder, and unless a poll is so demanded, a declaration by the Chairperson that a Resolution has, on a show of hands, been carried unanimously or by a particular majority or negated,

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. The demand for a poll may be made at any time by not less than Three (3) Members, present or represented by proxy at the Meeting, and having the right to vote at such Meeting.

The demand for a poll may be withdrawn.

- 13.9 If a poll is duly demanded, it shall be taken in such manner as the Chairperson directs.
- 13.10 A poll demanded on the election of a Chairperson or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairperson of the Meeting 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.
- 13.11 Unless a Meeting is required to be held in compliance with the Act, a Resolution signed by or on behalf of ALL Members of the COMPANY shall be as valid and effectual as if passed at a duly convened Meeting of the COMPANY.

#### 14.

#### VOTES OF MEMBERS

- 14.1 On a poll, each Member shall have One (1) vote.
- 14.2 In the case of an equality of votes the Chairperson of the Meeting SHALL NOT be entitled to a second casting vote.

PROXIES

15.1 The instrument appointing a proxy shall be in writing under the hand of the appointer or of her/his agent duly authorised in writing, or if the appointer is a juristic person or Body Corporate, under the hand of a duly authorised officer or agent. A proxy need not be a member of the COMPANY. 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 Although the Chairperson of the Meeting shall be entitled to condone any non-compliance with these formalities, 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 Office not less than forty-eight (48) 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 Board:

I, \_\_\_\_\_ of \_\_\_\_\_  
being a member of **BREADLINE AFRICA (RSA) (Association Incorporated under Section 21)**, hereby appoint:

\_\_\_\_\_ of \_\_\_\_\_  
whom failing

\_\_\_\_\_ of \_\_\_\_\_  
whom failing

\_\_\_\_\_ of \_\_\_\_\_  
as my proxy to attend, vote and speak for me and on my behalf at the Annual General Meeting (as the case may be) of the COMPANY to be held on the day of \_\_\_\_\_ 199 , and at any adjournment thereof as follows:

	In favour of	Against	Abstain from voting
Resolution to			
Resolution to			
Resolution to			

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

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

Signed this            day of            200    .

\_\_\_\_\_

(Note: A Member entitled to attend and vote is entitled to appoint a proxy to attend, speak and on a poll vote in her/his stead. Such proxy need not also be a Member of the COMPANY)."

16.

#### APPOINTMENT OF DIRECTORS

- 16.1 Unless otherwise determined by the COMPANY in General Meeting, there shall at no time be less than Three (3) nor more than Twelve (12) Directors of the COMPANY.
- 16.2 The Directors shall be entitled, at their discretion, by majority decision at a quorate meeting, to co-opt, remove and substitute, such additional Directors as they may deem appropriate from time to time.
- 16.3 No person shall be capable of being appointed as a Director of the COMPANY, unless the provisions of Section 21 of the Act shall have been duly complied with.

- 16.4 The continuing Directors may act, notwithstanding any vacancy in their number, but if and for so long as their number is reduced below the minimum number of Directors required to act as such for the time being, the continuing Director/s may act only:
- 16.4.1 to preserve, secure and ensure the continuity of the assets and activities of the COMPANY;
  - 16.4.2 to cause vacancies to be filled, and the number of Directors to be increased to the required minimum; and/or
  - 16.4.3 to initiate a process, which may include the summoning of a General Meeting for that purpose; provided that if there is no Director able or willing to act, then any member may initiate such process or convene the necessary General Meeting.
- 16.5 The nomination of the initial Directors shall be effected in writing under the signature of the subscribers to this Memorandum and Articles of Association.

17.

TERM OF APPOINTMENT

- 17.1 Unless removed in terms of the Act, or in terms of the special provisions of these Articles, each Director shall serve for a Three (3) year term, but shall be eligible, if so elected, to serve for one or more further terms of Three (3) years each.
- 17.2 Accordingly, at each Annual General Meeting following the adoption of these Substituted Articles of Association, One-Third ( $\frac{1}{3}$ ) of the Directors shall retire, but those retiring shall be eligible for re-election. The Directors retiring as aforesaid at each Annual General Meeting shall be such as may have completed their Three (3) year terms.

- 17.3 Directors shall be deemed to have retired upon attaining the age of Seventy-five (75) years, unless the Board may unanimously otherwise determine.
- 17.4 Co-opted Directors appointed by the Board in terms of Article 16.2 shall serve, subject to the overriding discretion of the Board, until the next-occurring Annual General Meeting following their co-option, but shall be eligible to continue serving further terms of office, if so elected or co-opted.

18.

#### DIRECTORS' REMUNERATION AND REIMBURSEMENT

The Directors shall:

- 18.1 be entitled to reasonable remuneration for their services as Directors, having regard to what is generally considered reasonable in the sector and in relation to the service rendered; and
- 18.2 be entitled to reimbursement of reasonable travelling, subsistence, and other expenses incurred in the execution of the mandated duties of such Director in or about the business of the COMPANY, provided that such disbursements are approved by the Board.

19.

#### ALTERNATE DIRECTORS

- 19.1 Each Director shall have the power to nominate any other person as such Director's Alternate to act in her/his place during her/his absence or inability to act as such; provided that the appointment as an Alternate of any person who is not already a Director of the COMPANY shall require the approval of the Board,

who shall be under no obligation to give reasons for its decision. Upon such appointment being made, the Alternate Director shall, in all respects, be subject to the terms, qualifications and conditions existing with reference to the other Directors of the COMPANY.

- 19.2 Any Alternate Director, whilst acting in the stead of the Director who appointed her/him, shall exercise and discharge all the powers, duties and functions of the Director s/he represents. The appointment of an Alternate Director shall be revoked, and the Alternate Director shall cease to hold office, whenever the Director who appointed her/him ceases to be a Director; or should such Director or the Alternate Director himself, give notice to the Secretary of the COMPANY that such Alternate Director has ceased to represent the Director concerned.
- 19.3 A person may be nominated as Alternate Director to more than one Director, and in such event shall have the voting rights contemplated by Article 25.4 hereunder.

20.

#### POWERS AND DUTIES OF DIRECTORS

The activities of the COMPANY shall be managed by the Directors, who may pay on behalf of the COMPANY, all expenses incurred in promoting and incorporating the COMPANY, and may exercise all such powers of the COMPANY as are not required by the Act, or by these Articles, to be exercised by the COMPANY in General Meeting. Without in any way derogating from the generality of the foregoing, the Directors shall be entitled to exercise, on behalf of the COMPANY, all and any of the Common Powers of Companies itemised in Schedule 2 of the Act, subject only to any contrary stipulation contained from time to time in the Memorandum or Articles of the COMPANY.



21.

BORROWING POWERS

The Directors' borrowing powers shall be unlimited, and they shall be entitled to borrow money and to mortgage or bind the undertaking and property of the COMPANY or any part thereof, and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the COMPANY or of any third party.

22.

MINUTES AND MINUTE BOOK

The Directors shall, in accordance with the provisions of Section 204 of The Act, cause Minutes to be kept:

- 22.1 of all appointments of officers;
- 22.2 of names of Members present at every General Meeting of the COMPANY and of Directors present at every Meeting of the Board; and
- 22.3 of all proceedings at all General Meetings of the COMPANY and of the Directors.

Such Minutes shall be signed by the Chairperson of the Meeting at which the proceedings took place or by the Chairperson of the next succeeding Meeting.

23.

INSPECTION OF MINUTES

The Minutes of every General Meeting and Annual General Meeting of the COMPANY

under Section 204 of the Act, may be inspected and copied as provided in Section 113 of the Act.

24.

#### DISQUALIFICATION AND REMOVAL OF DIRECTORS

The office of Director shall be vacated if the person concerned :

- 24.1 ceases to be a Director by effluxion of the term of his/her appointment; or
- 24.2 becomes prohibited from serving as a Director by virtue of any provision of the Act; or
- 24.3 resigns office by notice in writing to the COMPANY, and the Registrar; or
- 24.4 is directly or indirectly interested in any contract or proposed contract with the COMPANY and fails to declare her/his interest, and the nature thereof, in the manner required by the Act; or
- 24.5 is removed from office by decision of the Board in accordance with these Articles.

25.

#### PROCEEDINGS OF DIRECTORS

- 25.1 The Directors may meet together for the despatch of business, adjourn and otherwise regulate their Meetings as they deem fit.
- 25.2 At all Meetings of Directors, the quorum necessary for the transaction of business shall be Three (3) Directors.

25.3 Any Two (2) Directors may at any time, and the Secretary, upon the requisition of such Two (2) Directors, shall be obliged to, convene a Meeting of the Directors. A Director while absent from the Republic shall not, during such absence, be entitled to notice of any Meeting. This provision shall not derogate from the duty of the COMPANY to give notice to any Alternate Director, whom such absent Director may have duly appointed.

25.4 Each Director present or represented at a Meeting shall be entitled to exercise One (1) vote. Where a person is an Alternate Director to more than one Director, or where an Alternate Director is also a Director in her/his personal capacity, s/he shall have a separate vote on behalf of each Director whom s/he is representing, in addition to her/his own vote as a Director, if applicable.

Questions arising at any Meeting of Directors shall be decided by a majority of votes, provided that in the case of an equality of votes the Chairperson shall NOT be entitled to a second and casting vote;

25.5 The Directors shall by majority vote determine which of them shall serve as Chairperson of General Meetings of the COMPANY, and also of Meetings of the Board. The Directors may, should they deem this appropriate, elect another of them to serve as Deputy-Chairperson. The Chairperson, or in her/his absence, the Deputy Chairperson, shall be entitled to preside over all Meetings of the Board. If no Chairperson or Deputy Chairperson is so elected, or if at any Meeting neither is present or willing to act within fifteen (15) minutes of the time appointed for the commencement of such Meeting, the Directors present shall choose any other of their number to be Chairperson of such Meeting.

25.6 Subject to the Act, a Resolution in writing signed by ALL the Directors for the time being present in the Republic and being not less than are sufficient to form a quorum shall be as valid and effectual as if it had been passed at a Meeting of the Directors duly called and constituted; provided that where a Director is not present in the Republic, but has an Alternate who is, the Resolution must be

signed by that Alternate Director. The Resolution may consist of several documents, each signed by one or more Directors or their Alternate Directors in terms of this Article.

- 25.7.1 The Board may delegate any of its powers to an Executive or Special Purpose Committee consisting of such of Directors, and such other persons as it may deem appropriate.
- 25.7.2 Any Executive or Special Purpose Committee so formed shall, in the exercise of the powers delegated to it, conform to any rules, restrictions or procedures that may be imposed on it by the Board.
- 25.8 All acts done by any Meeting of the Directors, or by a Committee of Directors, or by any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Directors or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.
- 25.9 The Directors shall cause to be kept such accounting records as are prescribed by Section 284 of the Act, in order to fairly present the state of affairs and business of the COMPANY and to explain the transactions and financial position of its trade or business.
- 25.10 The accounting records shall be kept at the Office of the COMPANY or at such other place or places as the Directors think fit, and shall always be open to inspection by the Directors.
- 25.11 The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting records of the COMPANY or any of them shall be open to inspection by Members who are not also Directors; and no Member (not being also a

Director) shall have the right of inspecting any books of account, records, or documents of the COMPANY, except as conferred by the Act, or authorised by the Directors, or by the COMPANY in General Meeting.

26.

#### ANNUAL FINANCIAL STATEMENTS

- 26.1 The Directors shall from time to time in accordance with Sections 286 and 288 of the Act, cause to be prepared and laid before the COMPANY in General Meeting such Annual Financial Statements as are referred to in such Sections.
- 26.2 Not less than Twenty-One (21) days before the date of the Annual General Meeting, copies of any financial statements which are to be laid before such Meeting, shall be sent to every Member of the COMPANY to every holder of debentures, to the Registrar; provided that this Article shall not require such copies to be sent:
- 26.2.1 to any Member who has requested in writing that copies of such financial statements be NOT sent to her/him;
  - 26.2.2 to any person, of whose address the COMPANY is unaware;
  - 26.2.3 to more than one of the joint holders of any Debentures.

27.

#### AUDITORS

An independent Auditor shall be appointed by the Members of the COMPANY in General Meeting, and may if necessary be removed, and replaced, in accordance with the relevant provisions of the Act.

NOTICES

- 28.1 A notice may be given by the COMPANY to any Member either personally or by sending it by facsimile, or Internet or Intranet transmission, or by post in a prepaid registered letter addressed to such Member at her/his address as supplied to the COMPANY, for the giving of notices to her/him.
- 28.2 If receipt of notice is disputed by a Member, such notice shall be deemed not to have been duly given, unless the COMPANY can produce written confirmation of transmission, or a registered slip, indicating that the notice was properly addressed, transmitted or posted, as the case may be.
- 28.3 Any notice by registered post shall be deemed to have been received Five (5) days after the letter containing the same was duly posted, as aforesaid.
- 28.4 In the event of the death, disability or insolvency (which shall include the liquidation of a Body Corporate) of a member, the COMPANY shall be entitled to give any notice required by these Articles or the Act, in any manner in which the same may have been given if the disability, death or insolvency had not occurred; provided that as soon as proof of the appointment of any Substituted Member in terms of Article 7 shall have been given to the COMPANY, such notices shall thereafter be given by the COMPANY to any person so deemed to be a Member duly addressed to such person by name, or by her/his title, or any like description, at the address (if any) in the Republic supplied for the purpose by such person, or (until such address has been so supplied) by giving the notice as aforesaid, at the Member's address recorded in the Register of the COMPANY.
- 28.5 Notice of each General Meeting shall be duly given in the manner required by law, or authorised by these Articles:

- 28.5.1 to each Member of the COMPANY, save and except that such notices need not be sent:
- 28.5.1.1 to any Member who has requested in writing that copies of such notices be not sent to her/him;
  - 28.5.1.2 to any person of whose address the COMPANY is unaware;
  - 28.5.1.3 to more than one of the joint holders of any debentures;
- 28.5.2 to every person deemed to be a Substituted Member for the purpose of Article 7 and who shall represent a Member entitled to such notices in terms of Articles 28.5.1 above;
- 28.5.3 to the Auditor for the time being of the COMPANY.

No other person shall be entitled as of right to receive notices of General Meetings.

- 28.6 The unintended omission to give any notice of a General Meeting or of a Meeting of Directors to, or the non-receipt of any such notice by, any Member or Director, as the case may be, shall not invalidate any Resolution passed at any such Meeting.

29.

### RESERVES

The Directors may set aside and carry to a reserve fund all surplus funds of the COMPANY, which at their discretion may be applied for any purpose for which such funds may properly be applied in terms of the Main Object.

INDEMNITIES

- 30.1 Subject to any contrary provision in the Act, every Director and other officer of the COMPANY shall be indemnified out of the funds of the COMPANY against any reasonable and necessary costs and expenses properly incurred at the request, and with the authority, and in the course of the business of the COMPANY.
- 30.2 No Director, officer or employee of the COMPANY shall be liable for the acts, receipts, neglects or defaults of any other Director, officer or employee or for joining in any receipt or other act for conformity, or for loss or expense happening to the COMPANY through the insufficiency or deficiency of any security in or upon which any of the moneys of the COMPANY shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or delictual acts of any persons with whom any moneys, securities or effect shall be deposited, or for any loss or damage occasioned by any error of judgment or oversight on the part of such person, or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of office, or in relation thereto, unless the same happen through such person's own wrongful act, negligence, default, breach of duty or breach of trust.

MEETING FORMALITIES – ROUND ROBIN RESOLUTIONS

- 31.1 For the avoidance of doubt, it is stipulated that Meetings of Members and of Directors may be held at any time or times, and at any place or places, subject to due notice having been given; and such meetings may be held simultaneously in more than one place, provided the parties concerned are linked by telephone, video, teleconference or other facilities, enabling them to



hear, speak and participate in the business of such meetings, as if actually present together at the same time and place.

- 31.2 Subject to the Act, a Resolution of Member of the Board, which is in writing, and signed by all Members, or all Directors, as the case may be, being not less than the minimum number referred to in these Articles, shall be as valid and effectual as if passed at a Meeting duly convened and constituted as aforesaid. Any such Resolution may consist of more than one document, duly signed by the Members, or Directors, concerned.

32.

#### NONPROFIT ORGANISATIONS ACT

It shall be incumbent upon the Directors to procure that the Company is and remains registered in terms of the Nonprofit Organisations Act, No 71 of 1997, as required by section 30(3)(g) of the Income Tax Act, No 58 of 1962, as amended, in respect of approved "Public Benefit Organisations" exempted from income tax in terms of section 10(1)(cN) of the Act.

Accordingly, and in compliance with the prescriptive requirements of the relevant legislation, it is hereby stipulated as follows, with respect to the COMPANY (hereinafter referred to as "the Association"), viz:

- 32.1 the Organisation's name shall be as stated in clause 1.1 of the Memorandum;
- 32.2 the Organisation's main and ancillary objectives shall be as stated in clauses 3 and 4 of the Memorandum;
- 32.3 the Organisation's income and property are not distributable to its members or office-bearers, except as reasonable compensation for services rendered, as stated in clause 7 of Schedule "A" to the Memorandum;

- 32.4 the Organisation shall be a body corporate, and have an identity and existence distinct from its members or office-bearers pursuant to the provisions of section 21 of the Companies Act No. 61 of 1973, as amended;
- 32.5 the Organisation shall continue to exist notwithstanding changes in the composition of its membership or office-bearers, pursuant to the Companies Act, and as envisaged by clause 3 of these Articles;
- 32.6 the members or office-bearers shall have no rights in the property or other assets of the Organisation solely by virtue of their being members or office-bearers, as contemplated by clause 8 of the Memorandum of Association, and pursuant to the provisions of section 21 of the Companies Act;
- 32.7 the powers of the Organisation shall be as set forth in clause 6 of the Memorandum and clauses 20 and 21 of these Articles, as read with the provisions of the Companies Act;
- 32.8 the organizational structures and mechanisms for its governance shall be as set forth in the Articles of Association, including clauses 2, 5, 11, 13 and 25 of these Articles;
- 32.9 the rules for convening and conducting meetings, including quorums required for and the minutes to be kept of those meetings, shall be as stated in these Articles, including clauses 12, 13, 25 and 28;
- 32.10 the manner in which decisions are to be made shall be as stated in these Articles, including clauses 13, 14 and 25;
- 32.11 the Organisation's financial transactions must be conducted by means of a banking account;

- 32.12 the date for the end of the Organisation's financial year shall be 31 March, as stated in clause 2 of the Memorandum;
- 32.13 the procedure for changing the constitution shall be as stated in these Articles, including clause 10;
- 32.14 the procedure by which the Organisation may be wound up or dissolved shall be as stated in these Articles, as read with the relevant provisions of the Companies Act;
- 32.15 when the Organisation is wound up or dissolved, any asset remaining after all its liabilities have been met, must be transferred to another Nonprofit Organisation having similar objectives, as stated in clause 8.2 of the Memorandum of Association, as read with clause 2.9 of the Prescribed Fiscal Conditions contained in Schedule "A" thereto.

33.

#### PATRON/S

The Board shall be empowered, from time to time, to appoint one or such number of Patrons as it may deem appropriate, who shall hold this office on an honorary basis for such period and upon such terms, as the Board may deem appropriate in each instance.