“ANNEXURE “A”

CRYSTAL SPRINGS MOUNTAIN LODGE SHARE ALOCK (PTY) LTD

SCHEDULE OF SHARE BLOCKS AND SHARES

1. “A” Shares Schedule:

The following shares have been authorised and is more fully described in the notes hereto.

A CLASS SHARES	NUMBER OF SHARES	Levy
Unit number 1 to 583	60,632	as determined by the Board

Levies can only be levied against units that can be occupied. The Company acknowledges that all existing as built units have been issued with an architect's certificate and such the architect's certificate can be obtained by the local building control. Should the local building control have misplaced any building file and/or certificates, it is not the responsibility of the Developer and/or owner of the land to provide such certificate. The Company accepts such units as is. Should new units be built, it is the responsibility of the owner / developer to provide such certificates to the Company.

All A class shares for units that have not been developed and issued with an Architects certificate as required in terms of the Share Blocks control Act, will be held by the Developer being Lengen Trust, their nominee, assigns and/or successor in title from time to time. The Developer is not to be confused with the Share Block Developer as defined in the Act.

The A Class shall consist of 60,632 shares allocated to full weeks being either 7 consecutive days or a weekend or mid-week as the case may be to various built and unbuilt time-sharing Units/Chalets and the Schedule reads as follows:

In respect of 104 shares being fixed midweeks or weekends per annum in respect of Units 1 to 583. In relation to Midweeks and Weekends the description is as follows:

- The “X” factor denotes the Timeshare Chalet or unit number to which the share block shall attach.
- The “A” denotes the “A” share to be allocated and the column alongside the “A” shall denote the share block number allocated that particular week or weekend.
- The “M” shall denote a Midweek and “W” shall denote weekend and the right-hand column in brackets shall denote the number of shares allocated either to a Midweek or Weekend.
- The annual calendar shall start on the first Friday of January of a particular year and the first share block allocated hereto will be share block XA1W and each Midweek and Weekend thereafter shall have the consecutive week number allocated hereto being 104 weekends and midweeks per annum.

SHARE BLOCK NUMBER	UNIT NUMBER	TOTAL NUMBER OF SHARES PER UNIT	TOTAL NUMBER OF SHARES PER WEEK OR MIDWEEK
XA1W Weekend	**X**	**104**	**(1)A**
XA1M Midweek	**X**	**104**	**(1)A**
XA2W Weekend	**X**	**104**	**(1)A**
XA2M Midweek	**X**	**104**	**(1)A**

XA3W Weekend	X	104	(1)A
XA3M Midweek	X	104	(1)A
XA4W Weekend	X	104	(1)A
XA4M Midweek	X	104	(1)A
XA5W Weekend	X	104	(1)A
XA5M Midweek	X	104	(1)A
XA6W Weekend	X	104	(1)A
XA6M Midweek	X	104	(1)A
XA7W Weekend	X	104	(1)A
XA7M Midweek	X	104	(1)A
XA8W Weekend	X	104	(1)A
XA8M Midweek	X	104	(1)A
XA9W Weekend	X	104	(1)A
XA9M Midweek	X	104	(1)A
XA10W Weekend	X	104	(1)A
XA10M Midweek	X	104	(1)A
XA11W Weekend	X	104	(1)A
XA11M Midweek	X	104	(1)A
XA12W Weekend	X	104	(1)A
XA12M Midweek	X	104	(1)A
XA13W Weekend	X	104	(1)A
XA13M Midweek	X	104	(1)A
XA14W Weekend	X	104	(1)A
XA14M Midweek	X	104	(1)A
XA15W Weekend	X	104	(1)A
XA15M Midweek	X	104	(1)A
XA16W Weekend	X	104	(1)A
XA16M Midweek	X	104	(1)A
XA17W Weekend	X	104	(1)A
XA17M Midweek	X	104	(1)A
XA18W Weekend	X	104	(1)A
XA18M Midweek	X	104	(1)A
XA19W Weekend	X	104	(1)A
XA19M Midweek	X	104	(1)A
XA20W Weekend	X	104	(1)A
XA20M Midweek	X	104	(1)A
XA21 Weekend	X	104	(1)A
XA21M Midweek	X	104	(1)A
XA22W Weekend	X	104	(1)A
XA22M Midweek	X	104	(1)A
XA23W Weekend	X	104	(1)A
XA23M Midweek	X	104	(1)A
XA24W Weekend	X	104	(1)A
XA24M Midweek	X	104	(1)A
XA25W Weekend	X	104	(1)A
XA25M Midweek	X	104	(1)A
XA26W Weekend	X	104	(1)A
XA26M Midweek	X	104	(1)A
XA27W Weekend	X	104	(1)A
XA27M Midweek	X	104	(1)A
XA28W Weekend	X	104	(1)A
XA28M Midweek	X	104	(1)A

XA29W Weekend	X	104	(1)A
XA29M Midweek	X	104	(1)A
XA30W Weekend	X	104	(1)A
XA31M Midweek	X	104	(1)A
XA32W Weekend	X	104	(1)A
XA32M Midweek	X	104	(1)A
XA33W Weekend	X	104	(1)A
XA33M Midweek	X	104	(1)A
XA34W Weekend	X	104	(1)A
XA34M Midweek	X	104	(1)A
XA35W Weekend	X	104	(1)A
XA35M Midweek	X	104	(1)A
XA36W Weekend	X	104	(1)A
XA36M Midweek	X	104	(1)A
XA37W Weekend	X	104	(1)A
XA37M Midweek	X	104	(1)A
XA38W Weekend	X	104	(1)A
XA38M Midweek	X	104	(1)A
XA39W Weekend	X	104	(1)A
XA39M Midweek	X	104	(1)A
XA40W Weekend	X	104	(1)A
XA41M Midweek	X	104	(1)A
XA42W Weekend	X	104	(1)A
XA42M Midweek	X	104	(1)A
XA43W Weekend	X	104	(1)A
XA43M Midweek	X	104	(1)A
XA44W Weekend	X	104	(1)A
XA44M Midweek	X	104	(1)A
XA45W Weekend	X	104	(1)A
XA45M Midweek	X	104	(1)A
XA46W Weekend	X	104	(1)A
XA46M Midweek	X	104	(1)A
XA47W Weekend	X	104	(1)A
XA47M Midweek	X	104	(1)A
XA48W Weekend	X	104	(1)A
XA48M Midweek	X	104	(1)A
XA49W Weekend	X	104	(1)A
XA49M Midweek	X	104	(1)A
XA50W Weekend	X	104	(1)A
XA50M Midweek	X	104	(1)A
XA51W Weekend	X	104	(1)A
XA51M Midweek	X	104	(1)A
XA52W Weekend	X	104	(1)A
XA52M Midweek	X	104	(1)A

ACCOMMODATION USE AGREEMENT

CRYSTAL SPRINGS MOUNTAIN LODGE SHARE BLOCK (PTY) LTD

REGISTRATION NO: 2020/815390/07

The Company and You hereby contract and enter into this Use Agreement (as defined below) on the terms and conditions set out herein:

1. SCHEDULE OF DEFINITIONS

Words signifying the singular shall include the plural and vice versa and words importing one gender shall include the other.

Save as provided herein, or unless the context otherwise requires, words and phrases defined or used in the Memorandum of Incorporation ("MoI") and the Acts shall have the same meanings in this agreement.

The clause headings in this agreement have been inserted for reference purposes only, and shall not be taken into account in interpreting it.

Unless inconsistent with or otherwise indicated by the context, the following words and expressions shall bear the meanings assigned to them hereunder:

1.1	**"Acts"**	means either one or all of the following: The Share Blocks Control Act, Act 59 of 1980, as amended; Property Time-Sharing Control Act, Act 75 of 1983 as amended; The Companies Act, Act 71 of 2008 as amended; and any regulation promulgating in terms of the Acts from time to time;
1.2	**"Board"**	means the Board of Directors from time to time duly appointed in terms of the Companies Act, 71 of 2008 as amended from time to time;
1.3	**"Building"**	means the Buildings on the premises commonly known as Crystal Springs Mount Lodge which are on the Property;
1.4	**"Calendar"**	means the Time Module Table as per the MoI
1.5	**"Common Property"**	means areas on the Property specifically allocated for the Use of the Shareholders;
1.6	**"Companies Act"**	means the Companies Act 71 of 2008 as amended from time to time including any regulation promulgated in terms of the Companies Act 71 of 2008 from time to time;
1.7	**"Company"**	means Crystal Springs Mountain Lodge Share Block (Pty) Ltd;
1.8	**"Developer"**	means the Share Block Developer from time to time or its successors;

1.9 **"Director"** means the Directors of the Company duly appointed in terms of the Acts;

1.10 **"Effective Date"** means the date of signature by the parties;

1.11 **"Levy Contribution"** means the contribution to the Levy Fund to share in the costs and expenses contemplated in section 13(1) of the Share Blocks Act as agreed to from time to time;

1.12 **"Levy Fund"** means the fund established by the Company in terms of Section 13 of the Share Blocks Act;

1.13 **"Manager"** means the person appointed from time to time to manage and supervise the Property and the Scheme conducted thereon;

1.14 **"MoI"** means the Company's filed Memorandum of Incorporation as amended from time to time;

1.15 **"Managing Agent"** means the management Company or its successors appointed by the Board from time to time;

1.16 **"Movable Property"** means all the Movable Property including but not limited to furniture, fixtures, furnishing, linen, refrigerators and other movable items in the Unit and/or Common Property from time to time;

1.18 **"Property"** means the immovable Property leased or owned by the Company as described in the MoI;

1.19 **"Parent Property"** means the property owned by the **Lessor** known as the remainder of the Farm Vygeboom 512 KT District, Pilgrims Rest;

1.20 **"Rules"** means the Rules (including any house Rules and regulations made thereunder) or any amendment thereof from time to time;

1.21 **"Scheme"** means the Share Block Scheme operated by the Company in respect of the Buildings;

1.22 **"Share Block"** means the specific Share Block number as contained in Your share certificate which is linked to this Use Agreement;

1.23 **"Share Blocks Act"** means the Share Blocks Control Act 59 of 1980 including any regulation promulgated in terms of the Share Block Control Act 59 of 1980 from time to time;

1.24 **"Shareholder / You / Your"** means his/her/its successors and assigns and any reference to the "Shareholder" shall when Used in the context of the occupation and Use of the Unit and the Company Property, including You, any persons to whom You have temporarily or permanently transferred Your right of occupation in terms thereof, including exchanges, Your respective family, invitees, guests, servants, employees, tenants, agents and any other person that occupies the Unit during the allocated time Module;

1.25 **"Signature / Sign"** means, as defined in the Share, Blocks Act and includes any electronic signature or advanced electronic signature as defined in

		the Electronic Communications and Transactions Act 2002, as amended from time to time;
1.26	**"Time-Sharing Act"**	means the Property Time-Sharing Control Act 75 of 1983 as amended from time to time;
1.27	**"Unit"**	means any Unit/chalet in or on the Property, which is furnished and which provides sleeping accommodation for a specified number of persons which is linked to a Share Block according to this Use Agreement of the Company including any exclusive use area;
1.28	**"Use"**	means Use as contemplated by the Share Blocks Act;
1.29	**"Use Agreement"**	means this Use Agreement.

2. OCCUPATION

2.1 From the Effective Date You and for as long as you continue to hold a share/share block and You comply with the provisions of this agreement, You shall:

2.1.1 Be entitled to the exclusive use and enjoyment of the Unit as the holder of the shares attaching to the Unit in terms of the MoI of the Company;

2.1.2 Be entitled during the same period to the Use and enjoyment of those parts of the Common Property not subject to rights of exclusive Use by other Shareholders in terms of the Scheme; and

2.1.3 Be entitled to grant occupation of the Unit to 3rd parties in terms of clause 9 hereof.

2.2 The rights You and other Shareholders enjoy hereunder will continue for the duration of the Scheme.

2.3 You shall have the right to the Use of the Common Property in common with the other Shareholders of the Company, subject to such terms and conditions as may be imposed by the Directors from time to time.

2.4 You acknowledge that You will have no rights to participate or have any interest in the business or businesses conducted from time to time on the Property in Your capacity as a Shareholder and any commercial interests shall vest in the Company for the benefit of all Shareholders unless such rights are allocated to specific shares, then only the holder of such shares shall have the right to conduct any such commercial interests.

2.5 Your Use of the Unit shall be strictly in accordance with the dates as set in the Calendar on an annual basis by the Board from time to time and in accordance with the school holidays.

2.6 The Unit shall be used for residential/holidaying purposes only and no other purpose whatsoever. The Unit shall be used by You provided that in any event, the number of occupiers of the Unit shall not exceed the number of persons prescribed.

2.7 No liability shall rest upon the Company for –

2.7.1 anything done or omitted by the Company, Managing Agent, Manager, agents and staff of the Company, Managing Agent or Manager, from time to time; and

2.7.2 Any interruption of whatever nature including failure of electrical and/or water services that may be supplied or any other municipal or other services to the Property, irrespective of the cause thereof nor for any consequential damage You or other Shareholders may suffer by reason of such failure or interruption.

3. FURNISHING AND MAINTENANCE OF UNITS AND COMMON PROPERTY

3.1 In respect of timeshare Units:

3.1.1 The Company shall furnish and provide the Unit with the necessary Movable Property as contained in the inventory of the Unit from time to time, it is recorded that the Movable Property vests in the Company not in the Shareholder or shall entitle the Shareholder to remove any such Movable Property from the Unit. The Company may vary or add to the Movable Property described.

3.1.2 The Company shall in respect of each Unit be obliged to maintain the interior and exterior of the Unit in a good, proper and tenantable condition and shall also be responsible to effect such repairs as may from time to time become necessary to maintain the improvements to a standard commensurate with the overall development of the Scheme. Such maintenance shall include all repairs and maintenance to the exterior and interior walls, electricity cables, plumbing, sewerage and water supply.

3.1.3 The Company shall at all times keep the Unit adequately furnished and equipped for occupation as determined by the Board from time to time.

3.2 In respect of Whole Ownership (a shareholder owning all 52 weeks in any Unit):

3.2.1 The Shareholder of each Unit may request the Company to allow him to maintain both the interior and the exterior for all or any improvements erected on the site allocated to such Shareholder in good, proper and tenantable condition and shall also responsible to effect such repairs as may from time to time become necessary to maintain the improvements to a standard commensurate with the overall development of the Scheme. Such maintenance shall include all repairs and maintenance to the exterior and interior walls, electricity cables, plumbing, sewerage and water supply in and around the site and shall also maintain and replace the Movable Property on the site.

3.2.2 Should the Shareholder not maintain the improvements on the site in terms of the provisions of Sub-clause 3.2.1, the Company shall be entitled to effect whatever repairs he may deem necessary to maintain the improvements in a good and proper tenantable condition at the expense of the Shareholder and shall be entitled to recover the costs of such repairs and maintenance from the Shareholder. To this end, the Company shall be entitled at all reasonable times to inspect such improvements and shall furthermore at all reasonable times be entitled access to the improvements for purposes of carrying out all necessary repairs and renovations at the expense of the Shareholder should the Shareholder fail to do so.

3.2.3 The Shareholder of each Unit shall be obliged to furnish his chalet at his own expense but to a standard commensurate to the rest of the Scheme and ensure all items as set out in the inventory from time to time are contained in his Unit.

3.3 In respect of Common Property:

3.3.1 The Company shall be obliged to maintain the interior and exterior of the Common Property and/or any improvements erected on the Property in good, proper and tenantable condition and shall also be responsible to effect such repairs as may from time to time become necessary so as to maintain the improvements to a standard commensurate with the overall development of the Scheme. Such maintenance shall include all repairs and maintenance of whatever nature required.

3.4 **In respect of refurbishment or renovations:**

3.4.1 At any time the Unit or Common Property is required to be refurbished or renovated:

3.4.1.1 If the Shareholder using the Unit suffers any inconvenience from such operations conducted in any other part of the Unit or Common Property, the Shareholder shall have no claim whatever against the Company.

3.4.1.2 In the event that the refurbishing or renovation operations referred to above are such as to deprive the Shareholder lawfully claiming the Use of the Unit or beneficial Use thereof or should the Unit for any reason at any time and from time to time not be available for Use, no claim whatever will arise against the Company, but the Company may be entitled to provide the Shareholder, without extra cost to the Shareholder, substantially equivalent temporary accommodation elsewhere in the Scheme for the duration of the relevant week or such time as the Unit is not so available as the case may be.

3.4.1.3 If any dispute arises at any time as to whether the Shareholder is unable to enjoy beneficial Use of the Unit at any time, such dispute shall be determined by the Manager of the Company who is making such decision shall act as an expert and not as an arbitrator and whose decision shall be final and binding on the Shareholder.

4. CONDITIONS OF OCCUPATION

4.1 From the occupation date You –

4.1.1 shall at all times, as long as this Use Agreement remains in force, comply with the laws of the Republic of South Africa, the MoI, this Use Agreement, the Rules and policies and procure compliance with the above mentioned of any Shareholder, invitee of a Shareholder or any guest making Use of the Unit. Non-compliance to the aforesaid will result in a violation, in response to which the Company, in their sole discretion, may refuse You or such other person admission to the Property, or if such person has already gained admission thereto, require or cause the Shareholder or such person to leave or vacate the Property forthwith.

5. LEVY

5.1 The Directors of the Company shall establish and maintain a Levy Fund to which end they shall from time to time make levies upon Shareholders of the Company in such amounts as are in their opinion sufficient for the repair, upkeep, control, management of the Property and administration of the Company and of those portions of the Property for which individual Shareholders are not personally liable, for the payment of rates, taxes and any other local authority charges on the Property, any charges for the supply of electric current, gas, water, fuel, sanitary and other services to the Property for which the individual Shareholders are not personally liable, and services required by the Company for the covering of any losses suffered by the Company, the payment of any premiums of insurance and for the discharge of any other obligation of the Company and the Company is authorized to employ and remunerate such persons as may be necessary to fulfil any function of maintenance and or control.

5.2 The cost of which the Levy is raised and determined by the Directors may consist of four basic Categories (but not limited to these four categories):

5.2.1 Costs to be borne exclusively by the holders of Share Blocks conferring Time-Sharing interest.

5.2.2 Costs to be borne exclusively by the holders of Share Blocks conferring sole or whole ownership accommodation interest.

5.2.3 Costs to be borne exclusively by the holders of Share Blocks conferring sole or whole ownership commercial interest;

5.2.4 Costs to be borne by the holders of other relevant share classes, each class with a separate levy as per agreement between the holder thereof and the Company if any.

5.3 Levies shall be payable in terms of the levy policy as may be provided by the Board to Shareholders, from time to time, but shall at all times be payable three (3) calendar months before occupation whereafter the Company reserves its rights to mitigate its damages in accordance with the policy created by the Board.

5.4 Every levy which is raised by the Directors pursuant to these provisions shall be made and levied in accordance with the Levy Contribution.

5.5 The Directors shall estimate the amount which shall be required by the Company to meet the aforesaid expenses during each operational year or any portion thereof, together with the estimated deficiency, if any, as may have resulted from the preceding operational year or portion thereof, and shall make a levy upon the Shareholders of the Company equal as nearly as is reasonably practicable to such estimated amount. The Directors may include in such levies an amount to be held in reserve to meet any anticipated future expenditure not of an annual nature, such as the expenses to be incurred for the redecoration or renovation of the Company's Property and the replacement of any movable or any part thereof.

5.6 The Directors may from time to time levy a special levy upon the Shareholders of the Company in respect of such costs, expenses and requirements as are mentioned herein and such levies may be payable in one sum or by such instalments and/or as the Directors deem fit and at such time as the Directors shall think fit.

5.7 Any amount due by You by way of a Levy Contribution or instalment of a levy shall be a debt owed by You to the Company (subject to 5.10 below) and shall be recoverable by the Company and any arrear amounts in respect of the levies may bear interest in terms of clause 19 hereof. The obligations of a Shareholder to pay a levy shall cease upon the lawful termination of the Shareholder's right of Use, save that any arrear levies to the date of such termination shall nevertheless be recoverable from the Shareholder.

5.8 Should You be in arrears with any levy obligation, You shall not be entitled to occupy the Unit for any period until such time as You have paid all Your arrears.

5.9 The Developer shall only be liable for a levy payment once a "A" share has been allocated to the specific Time Module and a share certificate issued in its name.

5.10 Notwithstanding anything to contrary in this agreement, in the event that the property of the Company including your chalet/unit is:

5.10.1 damaged or you are not able to occupy your unit for reasons out of the control of the Company; and

5.10.2 the Company has insurance which will cover such an event or cause; and

5.10.3 only on the settlement of the claim by the insurer the amount so received (less excess and/or other deductions applied by the insurer) shall be credited to your account.

6. LIABILITY, LIMITATION AND WAIVER THEREOF

6.1 No liability shall rest upon the Company for –

6.1.1 Any act or omission by the Company, Managing Agent, Manager, agents and staff from time to time; and

6.1.2 any interruption of whatever nature including failure of electrical and/or water services that may be supplied or any other municipal or other services to the Property, irrespective of the cause thereof nor for any consequential damage You or other Shareholders may suffer by reason of such failure or interruption.

6.2 You:

6.2.1 Shall waive all claims against the Company for any loss or damage to Property or any injury to a person which You may sustain in or about the Unit, the Buildings or the Common Property and indemnify the Company against any such claim that may be made against the Company by You or any of Your guests and/or invitees for any loss or damage to Property or injury to a person suffered in or about the Unit or the Common Property howsoever such loss or damage to Property or injury to a person may be caused.

6.2.2 Shall be liable for and pay a Levy Contribution in the amounts determined by the Directors from time to time.

7. VOETSTOOTS

7.1 Occupation of the Unit is accepted by You *voetstoots* (as it stands) without any warranty or representation of any nature whatsoever.

8. SECURITY / PLEDGE

8.1 The Company has a first and paramount lien and a pledge on every Share for the amounts due to it by the holder of such Share whether payment has become due or not. The amounts so due to the Company shall include the costs of any acts performed or proceedings instituted by the Company in its efforts to recover such amounts.

8.2 You hereby pledge the Share Block and Your interest in this Use Agreement and Your right of occupation in terms thereof, to the Company in accordance with the above provision and as contained the MoI.

9. CESSION OF SHAREHOLDER'S RIGHT AND LETTING

9.1 You shall only be entitled to cede Your interest in this agreement if simultaneously therewith You transfer Your Shares in the manner provided by and subject to the MoI of the Company and the terms of this Use Agreement, and thereby conferring upon such person the exclusive Use and enjoyment of the Unit. If, however, a purchaser has purchased the Shares on suspensive conditions and has not yet taken transfer of those Shares, such purchaser shall be required to obtain the prior written consent of the seller to the resale of those Shares and the cessation of his rights herein. Before a transfer is effected into the name of the transferee, the Company shall require satisfactory proof that You have ceded Your interest in this agreement to the transferee and that the transferee has duly assumed all the transferor's obligations to the Company.

10. RIGHTS OF THE COMPANY

10.1 The Company's duly authorized agent or workmen shall be permitted to enter the Unit in order to examine or to effect repairs thereto, or to effect repairs thereto, or to any part of the Unit or Common Property.

10.2 If You fail to discharge any of Your obligations in terms of this Use Agreement, the Company may, without detracting from any other rights it might have and without notice discharge such obligation on Your behalf and recover the costs of doing so from You.

11. POLICIES

11.1 The Board may develop policies to safeguard the Company and Shareholders against any eventuality it deems necessary. Policies can include but are not limited to:

11.1.1 Policies regarding rental to recoup or mitigate against financial risk and applying any rental received in a pool to extinguish bad debt in general.

11.1.2 Policies regarding acceptable behaviour and sanctions.

11.1.3 Policies regarding general debtor control and/or any allowable waivers thereof.

12. BREACH

12.1 Notwithstanding any other rights that the affected party may have, should either party breach any terms of this Use Agreement and fail to remedy such breach within 14 (fourteen) days after having been given written notice requiring that breach to be remedied the effected party may claim specific performance and/or claim damages.

12.2 In the event that:

12.2.1 a breach notification has been given to You as a Shareholder and You fail to rectify Your breach within a further 14 (fourteen) days after notice by the Company; or

12.2.2 If You or Your guests cause any material damage to the Property or any other part of the Property and fail to repair it on demand,

then the Company shall be entitled, without prejudice to any other rights which it may have and in particular without prejudice to its rights to claim and recover damages suffered by the Company as a result of such breach, to cancel the agreement and to realize the share on which it has a lien in terms of clause 8 of this agreement and the "Lien and Pledge on Shares and Shareholders Interest" clause as contained in the Memorandum of Incorporation.

13. BUILDINGS

13.1 If the Buildings are damaged or destroyed, the Company agrees that it will, as soon as is practicably possible, repair or rebuild the same. You will have no claim against the Company because of the Unit being unfit for occupation or any other reason whatsoever. The Company, however, reserves the right to change or vary the form of construction of the Building on such rebuilding or repairing, but You shall have the same accommodation as regards the position and area of Building enjoyed by You before destruction in such altered or varied construction. Notwithstanding the above, the Company shall not be bound to expend any more in fulfilling any of its said obligations than that such which it may receive from its insurers arising from any of the aforesaid contingencies.

13.2 You hereby acknowledge that certain of the Buildings, the Property, the Common Property and/or the Unit, as the case may be, which among others comprises the subject matter of this agreement, are being leased by the Company from a third party,. Should this lease agreement whether a short term or long-term lease agreement between the Company and third party for whatsoever reason be terminated and accordingly, You no longer have the right to occupy your Unit, You shall have no claim whatsoever against the Company in relation to the above or for any other reason whatsoever.

14. RULES

14.1 The Rules, including ancillary Rules regarding acceptable Use and behaviour and any penalties relating thereto, may be made and/or varied by the Directors from time to time in line with the best interest of the Company.

15. WARRANTIES AND REPRESENTATIONS

15.1 The Company hereby warrants –

15.1.1 The Company has concluded or will conclude a Use Agreement with each Shareholder in respect of each Unit, each Shareholder being bound by the terms of this Use Agreement; and

15.1.2 The Company will not permit any amendment addition or alternation to the Use Agreement pertaining to any Unit without approval by special resolution.

16. PAYMENTS

16.1 All amounts payable by the Shareholders to the Company in terms of this Use Agreement shall be paid to the Company, without deduction or set-off and free of exchange at the Managing Agent's office or to such other person or Company and at such other address as the Company may from time to time notify the Shareholder.

17. NOTICES

17.1 All notices required to be given by the Company to the Shareholders in terms of this agreement shall be given in writing or electronic format and delivered by any means as prescribed by the MoI and/or the Companies Act from time to time.

17.2 A notice sent via electronic format shall be deemed unless the contrary is proved to have been received the date of dispatch.

18. INTEREST ON ARREARS

18.1 All arrear or outstanding payments due in terms of this Use Agreement and which are not paid on the due date may bear interest.

18.2 The interest rate shall be determined by the Directors from time to time, subject to in as far as lawful.

18.3 Such interest may be calculated monthly in advance from the date that such amount became due until the date of actual payment and shall be considered as a penalty interest to accrue to the Levy Fund.

18.4 The interest may at the election of the Directors be compounded monthly.

19. SPECIAL RESOLUTION

19.1 Notwithstanding clause 22.3 or anything contained in this Use Agreement, this Use Agreement may be varied / amended / replaced by a Special Resolution of the Shareholders. Should such special resolution be approved by the Shareholders, such Use Agreement shall take effect from the date of filing and be binding on all Shareholders as signed by the Shareholder.

20. SIGNATURE

20.1 By signing this agreement you accept and agree to be bound by the terms of this Use Agreement and further You consent to using any form of signature to sign this Use Agreement, whether signing personally and/or by an agent on Your behalf and/or an electronic signature and / or an advance electronic signature.

21. DEVELOPMENT

21.1 The Shareholder hereby acknowledges:

21.1.1 The Parent Property and Portion 2 of the Farm Vygeboom 512-KT being enclosed/locked in on the Parent Property have development rights for further development.

21.1.2 The Shareholder acknowledges that, as from time to time, the Onwer may be engaged in the development and/or construction in and around the Parent Property, which may result in inconvenience to the Lessee.

21.2 The Shareholder shall have no claim against the Company and/or owner thereof of whatsoever nature, either for a reduction or abatement of the levy or cancellation of the use agreement in relation to the development of the Parent Property or for any inconveniences caused as envisioned in clause 21.1.2 above.

22. GENERAL

22.1 No relaxation which the Company may allow You at any time in regard to the carrying out of any of the Shareholder's obligations in terms of this agreement shall prejudice or constitute a novation or a waiver of any of the Company's rights in terms of this agreement.

22.2 This Use Agreement contains the whole agreement between the parties relating to the matters dealt with herein and relating to the subject matter hereof, and the Company has made no representations, given no warranties and agreed on no terms in regard to such subject matter other than as stated herein.

22.3 No addition to or variation, deletion, or agreed cancellation of all or any clauses or provisions of this Use Agreement shall be of any force or effect unless in writing and signed by the parties, subject to clause 19.

22.4 You shall not be entitled to retain or delay payment of any amount owing to the Company in terms of this agreement on the grounds that there is any defect in the Unit or Common Property.

22.5 It is expressly agreed that this Use Agreement does not constitute a lease or any form of tenancy.

22.6 If any provisions of this Use Agreement conflict with the Share Blocks Act or the Property Time-Sharing Act or the unalterable provisions of the Companies Act, the Acts shall prevail.

22.7 The invalidity or unenforceability of any provisions of this Use Agreement shall not affect the validity or enforceability of any other provision of this agreement, which shall remain in full force and effect.

22.8 Neither this Use Agreement nor any part, share or interest herein nor any rights or obligations may be ceded, delegated, or assigned by the Shareholder without the prior signed written consent of the Company.

*** Signature page to follow***

SIGNED BY THE SHAREHOLDER

At ____________________________ on this the _______ day of _______________________ 20____

____

Signed, read, understood and accepted
by the Shareholder

SIGNED BY THE COMPANY

At ____________________________ on this the _______ day of _______________________ 20____

____

On behalf of the Company
(Duly authorised)

FULL WEEK CRYSTAL SPRINGS MOUNTAIN LODGE Cal 1							
Week	Module 2022	Friday to Friday	Friday to Friday Arrival date	Friday to Friday Departure date	Seasons 2022	Module 2022	Pts Split Y/N
1	N1	14 Jan to 21 Jan	14/01/2022	21/01/2022	R	N1	Y
2	N2	21 Jan to 28 Jan	21/01/2022	28/01/2022	R	N2	Y
3	N3	28 Jan to 4 Feb	28/01/2022	04/02/2022	W	N3	Y
4	N4	4 Feb to 11 Feb	04/02/2022	11/02/2022	W	N4	Y
5	N5	11 Feb to 18 Feb	11/02/2022	18/02/2022	W	N5	Y
6	N6	18 Feb to 25 Feb	18/02/2022	25/02/2022	W	N6	Y
7	N7	25 Feb to 4 Mar	25/02/2022	04/03/2022	W	N7	Y
8	N8	4 Mar to 11 Mar	04/03/2022	11/03/2022	W	N8	Y
9	H10	11 Mar to 18 Mar	11/03/2022	18/03/2022	R	H10	Y
10	H1	18 Mar to 25 Mar	18/03/2022	25/03/2022	P3	H1	Y
11	H2	25 Mar to 1 Apr	25/03/2022	01/04/2022	P3	H2	Y
12	H11	1 Apr to 8 Apr	01/04/2022	08/04/2022	R	H11	Y
13	N9	8 Apr to 15 Apr	08/04/2022	15/04/2022	R	N9	Y
14	N10	15 Apr to 22 Apr	15/04/2022	22/04/2022	R	N10	Y
15	N11	22 Apr to 29 Apr	22/04/2022	29/04/2022	R	N11	Y
16	N12	29 Apr to 6 May	29/04/2022	06/05/2022	R	N12	Y
17	N13	6 May to 13 May	06/05/2022	13/05/2022	R	N13	Y
18	N14	13 May to 20 May	13/05/2022	20/05/2022	W	N14	Y
19	N15	20 May to 27 May	20/05/2022	27/05/2022	W	N15	Y
20	N16	27 May to 3 Jun	27/05/2022	03/06/2022	W	N16	Y
21	N17	3 Jun to 10 Jun	03/06/2022	10/06/2022	W	N17	Y
22	N18	10 Jun to 17 Jun	10/06/2022	17/06/2022	W	N18	Y
23	H12	17 Jun to 24 Jun	17/06/2022	24/06/2022	R	H12	Y
24	H3	24 Jun to 1 Jul	24/06/2022	01/07/2022	P3	H3	Y
25	H4	1 Jul to 8 Jul	01/07/2022	08/07/2022	P3	H4	Y
26	H5	8 Jul to 15 Jul	08/07/2022	15/07/2022	P3	H5	Y
27	H13	15 Jul to 22 Jul	15/07/2022	22/07/2022	R	H13	Y
28	N19	22 Jul to 29 Jul	22/07/2022	29/07/2022	R	N19	Y
29	N20	29 Jul to 5 Aug	29/07/2022	05/08/2022	R	N20	Y
30	N21	5 Aug to 12 Aug	05/08/2022	12/08/2022	R	N21	Y
31	N22	12 Aug to 19 Aug	12/08/2022	19/08/2022	R	N22	Y
32	N23	19 Aug to 26 Aug	19/08/2022	26/08/2022	R	N23	Y
33	N24	26 Aug to 2 Sep	26/08/2022	02/09/2022	R	N24	Y
34	N25	2 Sep to 9 Sep	02/09/2022	09/09/2022	R	N25	Y
35	N26	9 Sep to 16 Sep	09/09/2022	16/09/2022	R	N26	Y
36	N27	16 Sep to 23 Sep	16/09/2022	23/09/2022	R	N27	Y
37	H14	23 Sep to 30 Sep	23/09/2022	30/09/2022	R	H14	Y
38	H6	30 Sep to 7 Oct	30/09/2022	07/10/2022	P3	H6	Y
39	H15	7 Oct to 14 Oct	07/10/2022	14/10/2022	R	H15	Y
40	N28	14 Oct to 21 Oct	14/10/2022	21/10/2022	R	N28	Y
41	N29	21 Oct to 28 Oct	21/10/2022	28/10/2022	R	N29	Y
42	N30	28 Oct to 4 Nov	28/10/2022	04/11/2022	R	N30	Y
43	N31	4 Nov to 11 Nov	04/11/2022	11/11/2022	W	N31	Y
44	N32	11 Nov to 18 Nov	11/11/2022	18/11/2022	W	N32	Y
45	N33	18 Nov to 25 Nov	18/11/2022	25/11/2022	W	N33	Y
46	N34	25 Nov to 2 Dec	25/11/2022	02/12/2022	W	N34	Y
47	N35	2 Dec to 9 Dec	02/12/2022	09/12/2022	R	N35	Y
48	H16	9 Dec to 16 Dec	09/12/2022	16/12/2022	R	H16	Y
49	H7	16 Dec to 23 Dec	16/12/2022	23/12/2022	P3	H7	Y
50	H8	23 Dec to 30 Dec	23/12/2022	30/12/2022	P4	H8	Y
51	H9	30 Dec to 6 Jan 2023	30/12/2022	06/01/2023	P4	H9	Y
52	H17	6 Jan to 13 Jan 2023	06/01/2023	13/01/2023	P3	H17	Y