

MEMORANDUM OF INCORPORATION (“MOI”)

THE COMPANIES ACT, NO 71 OF 2008

(AS AMENDED)

MEMORANDUM OF INCORPORATION (“MOI”)

OF

RIVONIA WOODS COMMUNITY ASSOCIATION (“RWCA”)

which is referred to in the rest of this Memorandum of Incorporation as “The Company”

A NON-PROFIT COMPANY WITH MEMBERS

REGISTRATION NUMBER: **2024/799841/08**

ADOPTION DATE: 1 APRIL 2025

Table of Contents

1. GENERAL AIMS AND OBJECTIVES OF THE RWCA.....	3
2. PRECINCT DEFINITION.....	5
3. ADOPTION OF THE MOI.....	7
4. JURISTIC PERSONALITY	9
5. POWERS OF THE COMPANY AND AMENDMENT OF THE MEMORANDUM OF INCORPORATION.....	9
6. COMPANY RULES	10
7. OPTIONAL PROVISIONS	11
8. MEMBERS OF THE COMPANY	11
9. MEMBERS' RIGHT TO INFORMATION	12
10. PROXIES AND REPRESENTATIVES	12
11. RECORD DATE FOR EXERCISE OF MEMBERS RIGHTS.....	13
12. MEMBERS ACTING OTHER THAN AT MEETING	13
13. REQUIREMENT TO HOLD MEETINGS.....	14
14. MEMBERS RIGHT TO REQUIRE A MEETING.....	14
15. LOCATION OF MEMBERS MEETINGS.....	14
16. NOTICE OF MEMBER MEETING	14
17. ELECTRONIC PARTICIPATION IN MEMBERS MEETING.....	14
18. QUORUM FOR MEMBERS MEETING.....	15
19. MEMBERS RESOLUTION.....	15
20. COMPOSITION AND POWERS OF THE BOARD OF DIRECTORS	16
21. AUTHORITY OF THE BOARD OF DIRECTORS	17
22. BOARD OF DIRECTORS MEETINGS	18
23. INDEMNIFICATION OF DIRECTORS	19
24. OFFICERS AND COMMITTEES OF THE BOARD.....	19
25. ACCOUNTING RECORDS	20
26. BANK MANDATE.....	20
27. BORROWING POWERS	20
28. AUTHENTICATION OF DOCUMENTS.....	20
29. ANNUAL GENERAL MEETINGS.....	21
30. VALIDITY AND RESULT OF VOTE.....	22
31. COMMUNICATIONS WITH MEMBERS	22

32. WINDING-UP OF THE COMPANY.....	23
33. Adoption.....	24
NAME	24
ROLE	24
SIGNATURE	24
NIRSHAN HARRYPARSHAD	24
Director	24
JEREMY JOHN GUIMARAENS.....	24
Director	24
SHAUN DOUGLAS KIRK.....	24
Director	24

1. GENERAL AIMS AND OBJECTIVES OF THE RWCA

- 1.1. The principal objective of the RWCA is to advance the collective interests of its Members, those who may become Members and the general public in Rivonia Woods, and to this end, shall:
 - 1.1.1. be non-discriminatory, in particular non-party political, non-racist and non-sexist;
 - 1.1.2. endeavour to promote and safeguard the interests of the community in the Area through maintaining a watching brief on relevant matters affecting, or that may affect, the community, and providing a forum for the exchange of views and information on such matters;
 - 1.1.3. represent the interests of the community in its relationship with the appropriate local authorities, through co-operation, consultation, and collaboration with representative member(s) of the City Council, to ensure the voice of public opinion is heard and given due consideration in the management of the City;
 - 1.1.4. co-operate and collaborate with local businesses, other organizations and/or bodies in the Area and surrounding areas on matters that are likely to further the objectives
 - 1.1.5. promote and enhance the environment of the Area in keeping with its character, as determined by its Members;
 - 1.1.6. promote a cleaner, safer, more beautiful and greener environment within Rivonia Woods and neighbouring areas;
 - 1.1.7. endeavour to develop a family and child friendly environment within the urban community;
 - 1.1.8. endeavour to foster community spirit and support appropriate programmes or measures in the interest of the general wellbeing of the residents of Rivonia Woods;

- 1.1.9. encourage a predominantly residential environment;
- 1.1.10. raise funds for the purpose of achieving the objectives of the RWCA;
- 1.1.11. endeavour to improve and protect the safety of the general public in Rivonia Woods, whether they are Members or not;
- 1.1.12. promote, and endeavour to preserve and maintain areas or buildings of cultural and/or historical interest; and
- 1.1.13. promote environmental awareness, greening, clean-up and sustainable development projects;
- 1.1.14. Notwithstanding the sequence of the sub clauses in clause 1.1, no aim and/or objective will take precedence over any other.

2. PRECINCT DEFINITION

The boundaries of Rivonia Woods are defined as per *Diagram 1* below where the boom limits access to Rietfontein, Winston, George, Elizabeth, Wickers, Ballich, Woodleigh and Terry Place.



Diagram 1: The Rivonia Woods Precinct

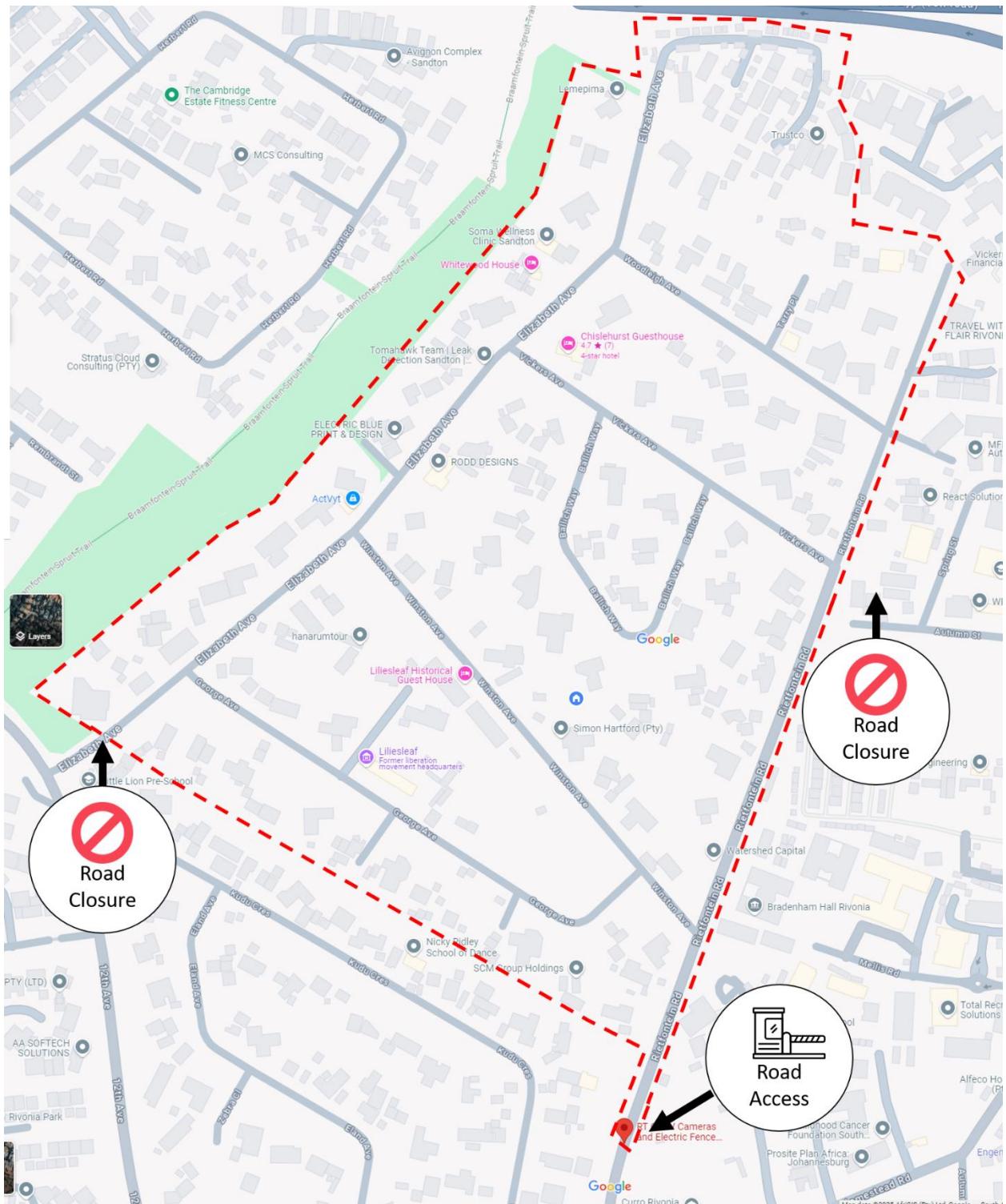


Diagram 2: Road Closure

3. ADOPTION OF THE MOI

- 3.1. This Memorandum of Incorporation was adopted by the directors of the Company, as evidenced by the following signatures made by each of them. This Memorandum of Incorporation replaces, cancels, substitutes and supersedes any previous Memorandum of Association or Memorandum of Incorporation.
- 3.2. In this Memorandum of Incorporation, if not inconsistent with the subject or context, the provisions of Article 3.2 apply:
 - **“Annual General Meeting”** means a general meeting held as the Company’s Annual General Meeting in accordance with Section 61(7) of the Companies Act 71 of 2008;
 - **“Article”** means an article of the Memorandum of Incorporation from time to time in force;
 - **“Board”** means all or some of the Directors from time to time acting as a board or a duly appointed committee of the board of the Company;
 - **“Clear days”** means a period of notice of the specific length excluding the day on which the notice is given and the day of the meeting;
 - **“Companies Act”** refers to the Companies Act 71 of 2008 of South Africa, as amended or substituted from time to time;
 - **“Companies Act Regulations”** means the Companies Regulations, 2011 promulgated by the Minister in terms of section 223 of the Companies Act, as amended from time to time;
 - **“Company”** means Rivonia Woods Residents Association (registration number: 2024/799841/08), a non-profit company duly incorporated in accordance with the laws of South Africa;
 - **“Director / Directors”** means the persons appointed or elected to the office of Director of the Company in accordance with the Memorandum of Incorporation from time to time, or any one of them as the context may indicate;
 - **“General Meeting”** includes both a general meeting, an Annual General Meeting and a meeting of members of the Company;

- “**Member**” shall have the meaning and use contemplated in section 1 of the Companies Act;
- “**MOI**” means this Memorandum of Incorporation of the Company, as amended from time to time;
- “**Month**” means a calendar month;
- “**Office**” means the registered office of the Company for the time being;
- “**Officer**” includes a Director and the Secretary, but does not include an auditor;
- “**Property**” the immovable property as reflected in the records of the Deeds Office concerned defined as a single ERF
- “**Register**” means the register of Members of the Company;
- “**Year**” means a calendar year.

3.3. Reference to a “Regulation” by a number refers to the corresponding regulation in the Companies Act Regulations.

3.4. Words denoting the singular shall include the plural and vice versa. Words denoting the masculine shall include the feminine.

3.5. Reference to an “Article” are to a numbered paragraph of this MOI.

3.6. The words “including” and “include”, and words of similar effect shall not be deemed to limit the general effect of the words which precede them.

3.7. Reference to any statute, including without limitation, the Legislation or applicable Regulation or any statutory provision of any Legislation or applicable Regulation shall be construed as relating to any statutory modification or re-enactment thereof, for the time being in force (whether coming into force before or after the adoption of this MOI).

3.8. The headings shall not affect the construction of this MOI.

3.9. Words and expressions which are defined and used or have a particular meaning ascribed to them in a particular context in the Companies Act shall, when used in this MOI in a similar context, bear the same meaning unless excluded by the subject or the context, or unless this MOI provides otherwise.

4. JURISTIC PERSONALITY

- 4.1. The company is incorporated as a Non-Profit company, as defined in the Companies Act.
- 4.2. The company is incorporated in accordance with and governed by:
- 4.3. the unalterable provisions of the Companies Act, that are applicable to Non-Profit companies.
- 4.4. the alterable provisions of the Companies Act that are applicable to Non-Profit companies, subject to any limitation, extension, variation or substitution set out in the MOI;
- 4.5. the provisions of this Memorandum of Incorporation (MOI).

5. POWERS OF THE COMPANY AND AMENDMENT OF THE MEMORANDUM OF INCORPORATION

- 5.1. The Company has all of the legal powers and capacity of an individual contemplated in the Act, and no provision contained in this Memorandum of Incorporation should be interpreted as limiting or restricting those powers in any way whatsoever.
- 5.2. The legal powers and capacity of the Company are not subject to any restrictions, limitations or qualifications, as contemplated in section 19(1)(b)(ii).
- 5.3. The Company is not subject to any provisions contemplated in Section 15(2)(b) or (c). There are thus no special conditions applicable for the amendment of this Memorandum of Incorporation nor is the amendment of any particular provision of the Memorandum of Incorporation prohibited.
- 5.4. The Memorandum of Incorporation of the Company may be altered or amended only in the manner set out in section 16, 17 or 152(6)(b).

- 5.5. The Company must publish a notice of any alteration of the Memorandum of Incorporation or the Rules, made in terms of section 17 (1) by delivering a copy of those rules to each director and member by electronic or ordinary mail.
- 5.6. Upon winding up, deregistration or dissolution, the assets of the Company remaining after satisfaction of all its liabilities shall be transferred in accordance with Item 1(4)(b) of Schedule 1 of the Companies Act, 2008.

6. COMPANY RULES

- 6.1. The directors may from time to time make rules at set out in section 15(3) to (5) of the Companies Act, 2008 and this authority is not altered or amended in any manner by this Memorandum of Incorporation.
- 6.2. For the enforcement of any rules made by the directors in terms hereof and for the payment of any debt due to the company, the directors may:
- 6.3. give notice to a member or resident requiring payment within such reasonable period as the directors may determine;
- 6.4. take such steps as they may consider necessary to remedy the breach of the rule, or recover the debt, and debit the cost of doing so to the member concerned, which amount shall be deemed to be a debt owing by the member concerned;
- 6.5. impose a system of fines or penalties' provided that the amounts of such fines shall be reviewed and confirmed at each Annual general meeting of the Company;
- 6.6. take any other action, including proceedings in Court, as they may deem fit in which event the Company shall be entitled to recover, on demand all legal costs so incurred from the member concerned, calculated as between attorney and own client.
- 6.7. The Company may at a general meeting vary or modify any rules made by it or by the directors from time to time. This includes the power to remove, add or amend the rules at the discretion of the directors.

6.8. The board must publish any rules made in terms of Section 15(3) to (5) by delivering a copy of those rules to each director and member electronically or by ordinary mail.

7. OPTIONAL PROVISIONS

7.1. The Company does not elect in terms of Section 34(2), to voluntarily have its financial statements audited unless agreed to by the Directors by way of majority vote.

8. MEMBERS OF THE COMPANY

8.1. The Company has members who are all in a single class, being voting members, each of whom has one vote in any matter to be decided by the members of the Company.

8.2. Membership is **voluntary** and shall be open to all legal persons or bodies who have joined the Company and who have expressly subscribed to its objectives and who:

8.2.1. own property in the Rivonia Woods Precinct

8.2.2. are an organisation, business, body corporate, school, faith-based institution, or association of persons, that is based in the Rivonia Woods Precinct.

8.3. No person other than a person referred to above shall be entitled to be a member of the Company.

8.4. For the purpose of voting; the number of votes per property (ERF) is limited to 1 (one), regardless of the number of members/registered owners per property as reflected at the records of the Deeds Office concerned.

- 8.5. Where properties are owned by a Juristic Person, a board-approved and signed resolution is required; wherein it must specifically state who the appointed representative is who has authority to act as a member/Director.
- 8.6. Once legal persons or body ceases to own property in the Rivonia Woods precinct, the membership of this legal persons or body shall be terminated.

9. MEMBERS' RIGHT TO INFORMATION

- 9.1. Subject to the rights of membership prescribed by the Companies Act 2008 in Section 26(1), membership shall confer upon each member the right to:
 - 9.1.1. nominate and elect the directors of the Company;
 - 9.1.2. receive copies of the annual financial statements of the Company;
 - 9.1.3. receive notice of, attend, speak and vote at a general meeting of the Company.

10. PROXIES AND REPRESENTATIVES

- 10.1. A member entitled to vote at a meeting (subject to a maximum of 1 (one) voting member per property) may at any time appoint one person as his proxy to attend, speak and vote at a meeting on his behalf.
- 10.2. A proxy must a spouse, immediate adult family member or life partner of a member or another member
- 10.3. The instrument appointing a proxy shall be in writing. A proxy need not be witnessed.
- 10.4. The instrument appointing a proxy and the power of attorney or other authority, if any, under
 - 10.4.1. which it is signed, shall be delivered to the company and handed to the Chairperson or their nominated representative prior to the meeting

commencing. A form of power of attorney or proxy shall be invalid if it does not comply with this section of the Memorandum of Incorporation.

- 10.4.2. The form appointing a proxy remains valid only **until the end of the meeting** at which it was intended to be used.
- 10.4.3. The instrument appointing a proxy may be in any form of writing but shall be so worded that the holder thereof may attend, speak for, vote for, vote against or abstain from voting on any one or more of the resolutions proposed at the meeting as per the items listed on the Agenda which was distributed prior to the meeting at which the proxy is to be used without direction from the member.

11. RECORD DATE FOR EXERCISE OF MEMBERS RIGHTS

- 11.1. If, at any time, the Company's Board of Directors fail to determine a record date as contemplated in section 59, the record date for the relevant matter is as determined in accordance with section 59(3).

12. MEMBERS ACTING OTHER THAN AT MEETING

- 12.1. Subject to the provisions of the Companies Act, 2008 a resolution in writing signed by the majority of the member entitled to receive notice and to attend and vote at the meeting shall be as valid and effective as if it had been passed at a meeting duly called and constituted. A resolution in terms of this Article may consist of several documents of the same form, each of which is signed by one or more members in terms of this Article and shall be deemed to have been passed on the date of signature thereof by the last members entitled to sign same.

13. REQUIREMENT TO HOLD MEETINGS

- 13.1. The company is required to hold an Annual General Meeting not later than **3 (three)** months after the end of each financial year of the Company, which financial year end is February.

14. MEMBERS RIGHT TO REQUIRE A MEETING

- 14.1. The right of members to require a meeting, as set out in Section 61(3) may be exercised by at least **25% (twenty five percent)** of the voting members.

15. LOCATION OF MEMBERS MEETINGS

- 15.1. The authority of the Company's Board to determine the location of any members meeting as set out in section 61(9) is not limited or restricted by this Memorandum of Incorporation. It be specifically noted that the location of a members meeting is not limited to a physical location and that meetings can also be conducted via any relevant and easily accessible virtual platform.

16. NOTICE OF MEMBER MEETING

- 16.1. The minimum number of days for the Company to deliver a notice of a members meeting to the members, as required is **10 (ten) days** before the start of the meeting.

17. ELECTRONIC PARTICIPATION IN MEMBERS MEETING

- 17.1. The authority of the Company to conduct a meeting entirely by electronic communication, or to provide for participation in a meeting by electronic communication as set out in section 63 is not limited or restricted by this Memorandum of Incorporation.

18. QUORUM FOR MEMBERS MEETING

- 18.1. The quorum requirements for any members meeting to begin, or for a matter to be considered shall be **25%** (twenty five percent) members present and entitled to vote, of which at least 2 (two) shall be directors of the Company.
- 18.2. If within half an hour after the time appointed for the meeting a quorum is not present, the meeting shall be adjourned to 7 (seven) days later, with member notification limited to telephonic notification to a minimum of 72 hours before the meeting.
- 18.3. The authority of a meeting to continue to consider a matter, as set out in section 64(9) is restricted.
- 18.4. The Chairman of a meeting at which a quorum is present may (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 business left unfinished at the meeting at which the adjournment took place. Subject to the Companies Act, 2008 when a meeting is adjourned it shall not be necessary to give notice thereof.
- 18.5. The maximum period allowed for an adjournment of a members meeting is 120 days.

19. MEMBERS RESOLUTION

- 19.1. For an ordinary resolution to be adopted at a members meeting, it must be supported by more than 50% (fifty percent) of the members **who voted** on the resolution, as provided in section 65(7).
- 19.2. For a special resolution to be adopted at a members meeting, it must be supported by at least 75% (seventy five percent) of the members **who voted** on the resolution, as provided in section 65(7).

- 19.3. No matters, except those matters set out in section 65(11) require a special resolution adopted at a Members' meeting of the Company.
- 19.4. In the event of a tied vote at a Member's meeting, the Chairman will get a second vote to vote on the matter at hand.

20. COMPOSITION AND POWERS OF THE BOARD OF DIRECTORS

- 20.1. The Board of Directors of the Company shall comprise of not less than 3 (three) or not more than 7 (seven) directors each of whom are to be appointed by the members at the Annual General meeting.
- 20.2. If and so long as the number of Directors is reduced below the minimum number fixed by or in accordance with the MOI, the remaining Directors must as soon as possible and in any event not later than 3 (three) months from the date the number of Directors falls below the minimum fill the vacancies or call a General Meeting for the purpose of filling the vacancies. The failure by the Company to have the minimum number of Directors during the 3 (three) month period does not limit or negate the authority of the Board or invalidate anything done by the Board or the Company. After the expiry of the 3 (three) month period the remaining Directors shall only be permitted to act for purposes of filling vacancies or calling General Meetings.
- 20.3. A Director must be a member of the Company. In the event where the member is a juristic person, the Director must be the authorised representative of the juristic person by resolution.
- 20.4. Each appointed Director shall hold office from the date of his appointment until the Annual General meeting following his appointment, at which meeting each Director shall be deemed to have retired from office but shall, subject to nomination and seconding by a member of the company, be eligible for re-election to the Board of Directors. There is no restriction on the number of years a Director can serve in office

- 20.5. In addition to the appointed Directors there will be no appointed or ex officio Directors as contemplated in section 66(4).
- 20.6. Apart from satisfying the qualification and eligibility requirements set out in section 69, a person need not satisfy any further eligibility requirements or qualifications to become or remain a Director or a prescribed officer of the Company.
- 20.7. The Directors of the Company shall not be entitled to receive any remuneration for their services.
- 20.8. The Directors may pay any Director or member who performs any special duties pertaining to the business of the Company or who performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, such remuneration as they may determine out of the funds of the Company.
- 20.9. Notwithstanding the provision or 20.3 above, a spouse, life partner or immediate adult family member will be eligible to be appointed as a Director
- 20.10. Members may only be eligible to act as Directors of the Company:
 - 20.10.1. Own a property in the area known as Rivonia Woods
 - 20.10.2. Be a spouse, life partner or immediate adult family member of a property owner.
 - 20.10.3. Be in good standing with the local municipality, i.e. your property must comply with relevant bylaws, there must be no legal dispute between yourself and the municipality, etc.

21. AUTHORITY OF THE BOARD OF DIRECTORS

- 21.1. The authority of the Company's Board of Directors to manage and direct the business and affairs of the Company, as set out in section 66(1) is not limited or restricted by the Memorandum of Incorporation.

22. BOARD OF DIRECTORS MEETINGS

- 22.1. The Board has the power to consider any matter and adopt any resolution other than at a meeting as set out in section 74 and, accordingly, any decision that could be voted on at a meeting of the Board may instead be adopted by the written consent of a majority of the Directors, as stated in clause 22.6 below, provided that each Director has received notice of the matter to be decided.
- 22.2. The Board of the Company must call a meeting if required so by at least two directors.
- 22.3. The Board has the power to conduct a meeting entirely by Electronic Communication, as set out in section 73(3) provided that the electronic communication facility enables all persons participating in the meeting to communicate concurrently with each other.
- 22.4. The Board may determine the manner and form of providing notice of its meeting as set out in section 73(4), provided that the notice period for the convening of any meeting of the Board will be at least 7 (seven) days unless the decision of the Directors is required on an urgent basis and agreed on by all directors, in which event the meeting may be called on shorter notice.
- 22.5. At least 3 (three) directors must be present at a meeting before a vote may be called at any meeting and each director has 1 (one) vote on a matter before the Board
- 22.6. The quorum necessary for the transaction of business of the Directors may be fixed from time to time by the Directors and unless so fixed at any other number shall be 3 (three) Directors. The requirements for approval of a resolution at such a meeting, shall be 50% plus 1 vote. In the case of an equality of votes, the Chairman shall have a second casting vote.

23. INDEMNIFICATION OF DIRECTORS

The Company may:

- 23.1. advance expenses to a Director or prescribed officer or directly or indirectly indemnify a director in respect of the defence of legal proceedings, a set out in Section 78(3);
- 23.2. indemnify a director or prescribed officer in respect of liability as set out in section 78(5); and/or
- 23.3. purchase insurance to protect the company or a director or prescribed officer as set out in section 78(6).

24. OFFICERS AND COMMITTEES OF THE BOARD

The Board may

- 24.1. appoint committees or sub-committees and delegate to any such committee or sub-committee any of the authority of the Board as set out in Section 72(1); and/or
- 24.2. include in any such committee or sub-committee persons who are not directors; as set out in section 72(2)(a), and the power of the Board in this regard is not limited or restricted by this Memorandum of Incorporation.
- 24.3. The authority of a committee or sub-committee appointed by the Board as set out in section 72(2)(b) and (c) is limited to the extent of the Mandate given to the committee or sub-committee. The findings of the committee must also first be presented to the board for final decision by way of vote.

25. ACCOUNTING RECORDS

- 25.1. The directors shall keep accounting records in accordance with the General Accepted Accounting Principles as are necessary to present the state of affairs and business of the Company and to explain the transactions and financial position of the Company.
- 25.2. The Company's accounting records shall be kept as such place as the directors think fit and shall at all reasonable time open to inspection by the directors and by past directors but, in the case of the latter only in respect of the period during which they held office as directors.

26. BANK MANDATE

- 26.1. The Directors may authorise such person or persons as they think fit to act as signatories to any bank account of the Company and may amend or remove such authority from time to time by resolution.
- 26.2. All bank accounts will require 2 (two) or more signatories to perform on any instruction. There will be no individual mandates on the bank accounts.

27. BORROWING POWERS

- 27.1. Subject to the provisions of this MOI and of the Companies Act, the Directors may exercise all the powers of the Company to:
 - 27.1.1. borrow money;
 - 27.1.2. indemnify, guarantee, mortgage or charge its undertaking, property, assets (present and future) and uncalled capital or any part or parts thereof

28. AUTHENTICATION OF DOCUMENTS

- 28.1. Any Director or the Secretary or any person appointed by the Directors for the purpose shall have power to authenticate:

- 28.1.1. any document affecting the Constitution of the Company;
- 28.1.2. any resolution passed at a General Meeting or at a meeting of the Directors or any committee; and
- 28.1.3. any book, record, document or account relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts.

- 28.2. Where any book, record, document or account is elsewhere than at the registered office the local manager or other Officer of the Company having the custody of it shall be deemed to be a person appointed by the Director for the purpose of Article 28.1.
- 28.3. A document purporting to be a copy of any such resolution, or an extract from the minutes of any such meeting, which is certified shall be conclusive evidence in favour of all persons dealing with the Company that such resolution has been duly passed or, as the case may be, that any minute so extracted is a true and accurate record of proceedings at a duly constituted meeting.

29. ANNUAL GENERAL MEETINGS

- 29.1. An Annual General Meeting shall be held once in every calendar year, but no more than 15 months after the date of the previous Annual General Meeting, or within an extended time allowed by the Companies Tribunal, on good cause shown.
- 29.2. An Annual General Meeting shall be held at such place or places, date and time as may be decided by the Directors and for the purposes of, at a minimum:
 - 29.2.1. presentation to the Members of the Directors' report and the audited financial statements for the immediately preceding financial year;
 - 29.2.2. election of Directors to the extent required by this MOI;
 - 29.2.3. appointment of the Company's auditor for the ensuing financial year; and

29.2.4. any other matters raised by any Members in relation to the Company, with or without advance notice to the Company.

30. VALIDITY AND RESULT OF VOTE

30.1. No objection shall be raised as to the qualification of any voter or the admissibility of any vote except at the meeting or adjourned meeting at which the vote is tendered. Every vote not disallowed at such meeting shall be valid for all purposes. Any such objection shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.

30.2. On a vote on a resolution at a meeting on a show of hands, a declaration by the chairman that the resolution:

30.2.1. has or has not been passed; or

30.2.2. has been passed with a particular majority, is conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

30.2.3. An entry in respect of such a declaration in minutes of the meeting recorded in accordance with the Companies Act is also conclusive evidence of that fact without such proof.

31. COMMUNICATIONS WITH MEMBERS

31.1. The Company may, subject to and in accordance with the Companies Act and this MOI, send or supply all types of notices, documents or information to Members by post to his registered address. If the Member has not notified an address, the Company must retain the relevant notice, document or information until the Member has provided such address, after which the Company will deliver the relevant notice, document or information if the action or event to which the notice, document or information relates has not yet occurred.

- 31.2. The Company may, subject to and in accordance with the Companies Act and this MOI, send or supply all types of notices, documents or information to Members by electronic means and/or including by making such notices, documents or information available on a website.
- 31.3. Any notice, document or information which is sent or supplied by the Company in hard copy form, and which is sent by pre-paid post and properly addressed shall be deemed to have been received by the intended recipient in accordance with the Companies Act Regulations, unless there is conclusive evidence that it was received on a different day, and in proving such receipt it shall be sufficient to show that such notice, document or information was properly addressed, pre-paid and posted
- 31.4. Any notice, document or information which is sent or supplied by the Company by electronic means shall be deemed to have been received by the intended recipient on the date and time recorded by the computer used by the sender, unless there is conclusive evidence that it was delivered on a different date or at a different time, and in proving such receipt it shall be sufficient to show that such notice, document or information was properly addressed.
- 31.5. The accidental failure to send, or the non-receipt by any person entitled to, any notice of or other document or information relating to any meeting or other proceeding shall not invalidate the relevant meeting or proceeding.

32. WINDING-UP OF THE COMPANY

While the Company is:

- 32.1. solvent, the Company may be wound-up in terms of Part G of Chapter 2 of the Companies Act; or
- 32.2. insolvent, the Company may be wound-up as an insolvent Company in terms of the applicable laws of insolvency prevailing.

33. Adoption

Adopted on **1 April 2025** at **Liliesleaf**, Rivonia, Sandton.

NAME	ROLE	SIGNATURE
NIRSHAN HARRYPARSHAD	Director	
JEREMY JOHN GUIMARAENS	Director	
SHAUN DOUGLAS KIRK	Director	