

**REPUBLIC OF SOUTH AFRICA
COMPANIES ACT 1973**

**MEMORANDUM OF ASSOCIATION
OF A COMPANY NOT HAVING A SHARE CAPITAL
(Section 21 : regulation 17(3))**

**REGISTRATION NUMBER
05/01125/08**

1. NAME

1.1 The name of the company is SOUTH AFRICAN CANE GROWERS' ASSOCIATION (ASSOCIATION INCORPORATED UNDER SECTION 21).

1.2 The name of the Company in the other official language is :

SUID AFRIKAANSE RIETKWEKERS VEREENIGING
(VEREENIGING INGELYF KRAGTENS ARTIKEL 21)

1.3 The shortened form of the name of the company is :

NOT REQUIRED AT DATE OF INCORPORATION

2. FINANCIAL YEAR

The financial year of the Company ends each year on 31 March.

3. PURPOSE, DESCRIBING MAIN BUSINESS

The main business which the Company is to carry on is :

“to promote the progress and interests of the South African Sugar Industry as a whole and in particular to represent the interests of sugar cane growers.”

4. MAIN OBJECT

The main object of the Company is :

“to promote the progress and interests of the South African Sugar Industry as a whole and in particular to represent the interests of sugar cane growers.”

5. ANCILLARY OBJECTS EXCLUDED

The specific ancillary objects referred to in section 33 (1) of the Companies Act, 1973 ("the Act") that are excluded from the unlimited ancillary objects of the Company :

NONE

6. POWERS

6.1 The specific powers or part of any of the Association, if any, which are excluded from the plenary powers set out in Schedule 2 of the Act:

The power referred to in (s) is excluded.

6.2 The specific powers or part of any specific powers of the Association set out in Schedule 2 of the Act, which are qualified under Section 34 of the Act are powers (k), (l), (m), (n), (o), and ® which should be modified as follows :

(k)

clause (k) is amended to read as follows :

6.3 to form and to have an interest in any Association or Associations having the same or similar objects as the Association for the purpose of acquiring the undertaking or all or any of the assets or liabilities of the Association or Associations for any other purpose which may seem, directly or indirectly, calculated to benefit the Association, and to transfer to any such Association or Associations the undertaking or all or any of the assets or liabilities of the Association;

(l)

clause (l) is amended to read as follows :

6.4 to amalgamate with other Associations having the same or similar objects as the Association;

(m)

clause (m) is amended to read as follows :

6.5 to take part in the management, supervision and control of the business or operations of any other Association or business having the same or similar objects as the Association and enter into partnerships having the same or similar objects as the Association;

(n)

clause (n) is amended to read as follows :

- 6.6 to remunerate any person or persons in cash for services rendered in its formation or in the development of its business;

(o)

clause (o) is amended to read as follows :

- 6.7 to make donations to any body other than member organisations, or directors of the Association;

(r)

clause (r) is amended to read as follows :

- 6.8 to pay gratuities and pensions and establish pension schemes and other incentive schemes in respect of its officers and employees.

7. CONDITIONS

Special conditions which apply to the Association and the requirements, if any, additional to those prescribed in the Act for their alteration :

- 7.1 The income and property of the Association whencesoever derived shall be applied solely towards the promotion of the objects of the Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the member organisations of the Association, provided that nothing herein contained shall prevent the payment in good faith of remuneration or reimbursement to any officer or servant of the Association or to any member organisation thereof in return for any goods supplied or services actually rendered or information or advice given to the Association.

- 7.2 Upon its winding up, deregistration or dissolution of the Association, the assets of the Association remaining after the satisfaction of all its liabilities shall be given or transferred to some other association or institution or associations or institutions having objects similar to its main object of the Association, to be determined by the members of the Association at or before the time of its dissolution, or failing such determination, by the court.

8. PRE-INCORPORATION CONTRACTS (IF ANY)

NONE

9. GUARANTEE

- 9.1 The liability of the members is limited to the amount referred to in paragraph 9.2 and 9.3.
- 9.2 Each member organisation of the Association undertakes to contribute to the assets of the Association in the event of its being wound up while it is a member organisation, or within one year afterwards, for payment of the debts and liabilities of the Association contracted before it ceased to be a member organisation, and for the costs, charges and expenses of the winding up, and for the adjustment of the rights of the contributories amongst themselves such amount as maybe required, not exceeding an amount of R10 000.00.
- 9.3 Each member organisation of the Association shall be responsible for a portion of the overall liability of the Association referred to in 9.2, such portion being determined by the ratio which the total tons of cane delivered by its members bears to the total tons of cane delivered by all the growers who are members of member organisations during the year ended 31 March immediately preceding the date of liquidation of the Association.