



SOLE MANDATE AND POWER OF ATTORNEY

I, the undersigned, being the registered owner of the undermentioned Share Block,

TITLE: FULL NAME:

RESIDENTIAL ADDRESS:

.....

..... CODE:

POSTAL ADDRESS: CODE:

TELEPHONE NO (H): (B):

FASCIMILE NO: (CELL):

E-MAIL:

Do hereby appoint SOUTHERN SUN TIMESHARING (PROPRIETARY) LIMITED ["the Agent"], as my sole and exclusive agent to sell, on my behalf, Share Block No being a single share block comprising Shares and Allocated Loan attaching thereto in Share Block Limited, which shares have not been ceded, transferred, or assigned.

1. DURATION OF MANDATE

- 1.1. This mandate shall be effective upon my signature hereof and shall terminate on the expiry of a six (6) month period on (date) of (month) (year).
1.2. I may terminate this mandate on thirty (30) days written notice to the Agent provided such notice is given in accordance with the provisions of clause 14 hereof.

2. PRICE

The net sale price (after commission as per paragraph 3) will be: Net Price R.....(Words) ; with the right of use in respect of the week relative to the Share Block, commencing during the calendar year. (N.B. Statements along the lines of "as per list price" are not permissible).

3. COMMISSION

As remuneration for its services hereunder, the Agent shall be paid a commission not exceeding (30) percent of the gross price. The above may not result in the seller achieving less than the net sale price referred to in point 2. The commission shall be due and payable by me to the Agent immediately on signature of the Sale Agreement. I hereby authorize the Agent to recover the commission from the sale proceeds, or any portion of such proceeds from the Purchaser, as a first charge.

4. OCCUPATION YEAR

I acknowledge that the Agent may sell the Share Block, with use of the premises attaching thereto, commencing in the year stated in paragraph 2, unless I give written notice to the Agent of the change of Commencing Year as in paragraph 1 2. I agree that the week pertaining to the Share Block may not be placed/deposited in the Rental Pool, or any Exchange Program (e.g., Sunswop) or ceded to any Club or Financial Institution; until 90 days prior to the upcoming date of use of the week and not without notifying the Agent prior to such deposit.

5. RIGHT TO PURCHASE

The Agent reserves the right to purchase any Share Block unit that is listed with it.

6. OBLIGATIONS UNDERTAKING BY THE AGENT

In terms of the Code, clause 3. I 0.2, the Agent will assume marketing obligations commensurate with the discharge of the mandate. Examples of which are the following: in-house advertising in the form of pamphlets, and website exposure; as well as the maintenance of ongoing contact with the seller during the mandate period and reporting back to the seller on progress made in the marketing of his timeshare on at least a quarterly basis.

7. REMAINING TERMS

Subject to the provisions of this Sole Mandate, I authorize the Agent to agree the final purchase price and all the remaining terms and conditions of sale, provided that such terms and conditions shall accord substantially with those contained in the Agent's standard form of Sale Agreement for sales of Share Blocks as may be determined by the Agent from time to time.

8. SIGNATURE OF DOCUMENTS

I hereby authorize and empower the Agent, acting through its duly authorized Officers, to sign and execute on my behalf any sale agreement in respect of any sale to be concluded pursuant to this Sole Mandate and any document necessary to implement the terms of such sale agreement, including, but without limiting the generality of the foregoing authority, the necessary Share Transfer form, the Cession of the Allocated Loan and the Cession of the relevant Use Agreement.

9. FINANCIAL ASPECTS AND SHARE TRANSFER MORTALITIES

I hereby authorize the Agent to process the payment of the purchase price, made by the purchaser, to receive payment, to attend to the financial requirements of the sale agreement concluded pursuant to the Sole Mandate, and to attend to all the necessary Share Transfer formalities, Consents of Directors and the Cessions of the Use Agreement and Allocated Loan, provided always that no obligation shall rest with the Agent to enforce any of the provisions of the sale agreement, or to sue for or to take steps for the recovery of any part of the purchase price or other amount that may be payable by the purchaser arising out of the terms of the Sale Agreement.

10. OUTSTANDING LEVY

I warrant that the levy for the Share Block has been paid in full. If the levy or any part thereof is due but unpaid, I hereby authorize the Agent to settle the outstanding levy on my behalf.

11. GENERAL AUTHORITY

Generally, for effecting the aforesaid purpose, I authorize and empower the Agent to do or cause to be done, whatsoever shall be requisite, as fully and effectually for all intents and purposes as I might or could do. If personally present and acting herein, hereby ratifying, allowing, confirming, promising, and agreeing to ratify, allow and confirm all and whatsoever the Agent shall lawfully do or cause to be done by virtue of this Sole Mandate.

12. EXCLUSION OF LIABILITY

I agree that the obligations of the Agent will have been fully discharged upon the signature of the sale agreement and the payment of the net sale price to the Seller and that the Agent is not responsible in any way whatsoever for any defect in or errors in the description of the Share Block or the financial position of the Share Block company. I agree that the Agent will not be responsible in any way whatever for the performance of the terms of any Sale Agreement entered into by the Agent on my behalf and that the services to be rendered by the Agent are those specifically stated in this Sole Mandate and no other. No liability of any kind whatever shall arise or attach to the Agent arising out of the exercise or purported exercise of or any omission to exercise any of the authorities, powers or discretions conferred upon the Agent in terms hereof, save where such authorities, powers or discretions are exercised or omitted intentionally or in bad faith or recklessly.

13. BREACH OF CONTRACT

I undertake that I will not, during the period of the mandate, appoint or allow any other agent to sell or endeavor to sell the Share Block, nor will I or any party on my behalf sell or endeavor to sell the Share Block. The seller may not appoint any other estate agent during the currency of the Sole Mandate. Should the seller do so, the agent may cancel the Sole Mandate and claim damages from the seller in an amount equal to the commission stipulated in the mandate.

14. NOTICE

Any termination or amendment to this Sole Mandate and Power of Attorney shall be in writing and delivered by email to the respective agent at Timeshare.Sales@southern.sun.com. Termination or amendment shall be confirmed by the Agent to the registered owner of the share block before such it becomes effective. Any notice which may or must be given under this document, shall be addressed to the agent at the email address referred to above, which address I elect as my domicilium citandi et executandi for all purposes arising from this Sole Mandate and Power of Attorney

SIGNED AT ON THIS DAY OF YEAR

SELLERS SIGNATURE Accepted on behalf of the Agent
(Authorised Official)

BANK DETAILS:

NAME OF ACCOUNT HOLDER:

BANK:

BRANCH: BRANCH CODE:

ACCOUNT NUMBER:

*Once you have completed your Sale Mandate, please email it through to Timeshare.Sales@southern.sun.com and our Southern Sun Timesharing representative will walk you through the steps to list your timeshare for sale.