

**THE COMPANIES ACT, NO. 71 OF 2008**  
(AS AMENDED)

**MEMORANDUM OF INCORPORATION OF A NON-PROFIT COMPANY**  
(NPC)

**NAME OF COMPANY:**

**AFRIKA BURNS CREATIVE PROJECTS (NPC)**  
("Company")

**REGISTRATION NUMBER:**

(Registration No: 2007/020812/08)

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In this Memorandum of Incorporation—

- (a) a reference to a section by number refers to the corresponding section of the Companies Act, 2008;
  - (b) words that are defined in the Companies Act, 2008 bear the same meaning in this Memorandum as in that Act;
- and

The Schedules and Annexures attached to this Memorandum are part of the Memorandum of Incorporation ("MOI")

## **Article 1 - Incorporation and Nature of the Company**

### **1.1 Incorporation**

- (1) The Company is a pre-existing company as defined in the Act.
- (2) The Company was incorporated as a section 21 Company under the Companies Act 61 of 1973.
- (3) The Company, as a pre-existing company as defined in the Act, continues to exist as a Non-Profit company as if it had been incorporated and registered in terms of the Act, as contemplated in item 2 of Schedule 5 to the Act, and this MOI replaces and supersedes the Memorandum and Articles of Association of the Company applicable immediately prior to the filing hereof.
- (4) The Company is accordingly incorporated as from **24 July 2007** as a Non-Profit Company, as defined in section 1 of the Act, with members.
- (5) The Company is incorporated in accordance with and governed by –
  - (a) the unalterable provisions of the Act, that are applicable to Non-Profit companies and
  - (b) the alterable provisions of the Act, that are applicable to Non-Profit companies, subject to any limitation, extension, variation or substitution set out in this MOI; and
  - (c) the provisions of this MOI.

### **1.2 Objects and Powers of the Company**

- (1) The objects of the Company are as set out in annexure "A" hereto and, except to the extent necessarily implied by the stated objects, the purposes and powers of the Company are not subject to any restriction, limitation or qualification, as contemplated in section 19 (1)(b)(ii).
- (2) The Company is not subject to any provision contemplated in section 15 (2)(b) or (c).
- (3) Upon dissolution of the Company, its net assets must be distributed in the manner determined in accordance with Item 1(4)(b) of Schedule 1 of the Companies Act, 2008.

### **1.3 Memorandum of Incorporation and Company rules**

- (1) This 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).
- (2) The authority of the Company's Board of Directors to make rules for the Company, as contemplated in section 15 (3) to (5) is limited or restricted to the extent set out in Part A of Schedule

- (3) 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 by ordinary mail.
- (4) 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 by ordinary mail.

#### **1.4 Limited Application of Optional provisions of Companies Act, 2008**

The Company elects, in terms of section 34 (2), to comply voluntarily with the provisions of Chapter 3 of the Companies Act 2008, only to the extent set out in Part C of Schedule 1 of this Memorandum.

#### **1.5 Members of the Company**

- (1) As contemplated in Item 4 of Schedule 1 of the Act, the Company has members, who are all in a single class, being voting members, each of whom has an equal vote in any matter to be decided by the members of the Company.
- (2) The terms and conditions of membership in the company are as set out in Part B of Schedule 1 of this Memorandum.

### **Article 2 - Rights of Members**

#### **2.1 Members' authority to act**

If, at any time, every member of the Company is also a director of the Company, as contemplated in section 57 (4), the authority of the members to act without notice or compliance with any other internal formalities, as set out in that section is not limited or restricted by this Memorandum of Incorporation.

#### **2.2 Members' right to Information**

In addition to the rights to access information set out in section 26(1) of the Act, a member may request further information. This request will not be unreasonably denied.

#### **2.3 Proxies and Representatives**

- 2.3.1 Any Member may at any time appoint any natural person, including a natural person who is not a Member, as a proxy to participate in, and speak and vote at, a Members' meeting on behalf of that Member; or give or withhold written consent on behalf of that Member to a decision contemplated in section 60.
- 2.3.2 A proxy appointment must either be in writing, dated and signed by the Member or in the form of an email sent from the Member's registered email address. A proxy remains valid for 1 (one) year after the date on which it was signed; or any longer or shorter period expressly set out in the appointment, unless it is revoked in a manner contemplated in the Act or expires earlier as contemplated in the Act.
- 2.3.3 The holder of a power of attorney or other written authority from a Member may, if so authorised thereby, represent such Member at any meeting of the Company and such holder shall deliver the power of attorney or other written authority (if any), or a copy thereof, to the Company before such holder exercises any rights of the Member at a Members' meeting.
- 2.3.4 A Member may not appoint 2 (two) or more persons concurrently as proxies as set out in section 58(3)(a) and nor may a Member's proxy delegate the proxy's powers to another person as set out in section 58(3)(b).

- 2.3.5 A Member or his proxy must deliver to the Company at its registered office a copy of the instrument appointing a proxy before the commencement of the meeting at which the proxy intends to exercise that Member's rights.
- 2.3.6 Unless the instrument appointing a proxy provides otherwise, a Member's proxy may decide, without direction from the Member, whether to exercise or abstain from exercising any voting right of the Member, as set out in section 58(7).
- 2.3.7 A Member may only hold a maximum of 2 (two) proxies in addition to its own vote.
- 2.3.8 A non-member, acting as a proxy, may only hold a maximum of 2 (two) proxies.
- 2.3.9 Every instrument of proxy shall, as far as circumstances permit, be substantially in the following form, or in such other form as the Board may approve from time to time:

"I/We \_\_\_\_\_

being a member of Africa Burns Creative Projects NPC ("Company") do hereby appoint

\_\_\_\_\_

or failing him/her \_\_\_\_\_

or failing him/her, the chairperson of the meeting as my/our proxy to vote or abstain from voting on my/our behalf at the meeting of the Company to be held at \_\_\_\_\_ on \_\_\_\_\_ and at any adjournment thereof as follows: -

	In favour of	Against	Abstain	As per proxy
Special Resolution 1	.....	.....	.....	.....
Ordinary Resolution 1	.....	.....	.....	.....

(Indicate instruction to proxy by way of a cross in space provided above). Except as instructed above or if no instructions are inserted above, my/our proxy may vote as he/she thinks fit.

**SIGNED** this \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_.

\_\_\_\_\_  
**MEMBER'S SIGNATURE**

(Note -- A member entitled to attend, speak and vote is entitled to appoint a proxy to attend, speak and vote in his/her stead, and such proxy need not be a member of the Company)."

- 2.3.10 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the share in respect of which the proxy was given, provided that no intimation in writing of such death, insanity, revocation or transfer as aforesaid shall have been received by the Company at its registered office before the commencement of the meeting or adjourned meeting at which the proxy is used.

## Article 3 - Members Meetings

### 3. Members' Meetings

- 3.1 The Board, or any prescribed officer of the Company authorised by the Board, is entitled to call a Members' meeting at any time.
- 3.2 Subject to clause 3.1 and to the provisions of section 60 dealing with the passing of resolutions of Members otherwise than at a meeting of Members, the Company shall hold a Members' meeting—
  - 3.2.1 at any time that the Board is required by the Act or this Memorandum of Incorporation to refer a matter to Members for decision; or
  - 3.2.2 whenever required in terms of the Act to fill a vacancy on the Board; or
  - 3.2.3 when required by any other provision of this Memorandum of Incorporation.
- 3.3 The Board shall call a meeting of members if 1 (one) or more written and signed demands calling for such a meeting are delivered to the Company and—
  - 3.3.1 each such demand describes the specific purpose for which the meeting is proposed; and
  - 3.3.2 in aggregate, demands for substantially the same purpose are made and signed by the members, at the earliest time specified in any of those demands, of at least 10% (ten percent) of the voting rights entitled to be exercised in relation to the matter proposed to be considered at the meeting.
- 3.4 Save as otherwise provided herein, the Company is not required to hold any other Members' meetings other than those specifically required by the Act.
- 3.5 The Board may determine the location of any Members' meeting, provided that such location is in the Republic of South Africa.
- 3.6 The minimum number of days for the Company to deliver a notice of a Members' meeting to the Members as required by section 62 is as provided for in section 62(1) and, accordingly, any such notice shall be delivered to all Members as of the record date for the meeting at least 10 (ten) business days before the meeting is to begin. The Company may however call a meeting with less notice as contemplated in this clause 3.6, but such meeting may proceed only if every person who is entitled to exercise voting rights in respect of any item on the meeting agenda is present at the meeting and votes to waive the required minimum notice of the meeting, as set out in section 62(2A).
- 3.7 Subject to any other specific clause of this Memorandum of Incorporation, the quorum requirement for a Members' meeting to begin or for a matter to be considered are as set out in section 64 (1) subject to a minimum of 51% in substitution for the 25% required by that section and, accordingly—
  - 3.7.1 a Members' meeting may not begin until sufficient persons are present at the meeting to exercise, in aggregate, at least 51% (fifty one percent) of the voting rights that are entitled to be exercised in respect of at least one matter to be decided at the meeting; and

- 3.7.2 a matter to be decided at a Members' meeting may not begin to be considered unless sufficient persons are present at the meeting to exercise, in aggregate, at least 51% (fifty one percent) of all of the voting rights that are entitled to be exercised in respect of that matter at the time the matter is called on the agenda,
- 3.8 The time periods allowed in section 64(4) and (5) apply to the Company without variation and, accordingly, if within 1 (one) hour after the appointed time for a meeting to begin, the requirements of clause 3.7–
- 3.8.1 for that meeting to begin have not been satisfied, the meeting is postponed, without any motion, vote or further notice, for 1(one) week;
- 3.8.2 for consideration of a particular matter to begin have not been satisfied –
- 3.8.2.1 if there is other business on the agenda of the meeting, consideration of that matter may be postponed to a later time in the meeting without any motion or vote; or
- 3.8.2.2 if there is no other business on the agenda of the meeting, the meeting is adjourned, without any motion or vote, for 1(one) week,
- provided that the person intended to chair a meeting that cannot begin due to the operation of clause 3.7 may extend the 1 (one) hour limit allowed in clause 3.8 for a reasonable period on the grounds that–
- 3.8.3 exceptional circumstances affecting weather, transportation or Electronic Communication have generally impeded or are generally impeding the ability of Members to be present at the meeting; or
- 3.8.4 one or more particular Members, having been delayed, have communicated an intention to attend the meeting, and those Members, together with others in attendance, would satisfy the requirements of clause 3.7.
- 3.9 The accidental omission to give notice of any meeting to any particular Member or Members shall not invalidate any resolution passed at any such meeting.
- 3.10 The Company shall not be required to give further notice of a meeting that has been postponed or adjourned in terms of 3.8 unless the location for the meeting is different from–
- 3.10.1 the location of the postponed or adjourned meeting; or
- 3.10.2 the location announced at the time of adjournment, in the case of an adjourned meeting.
- 3.11 If at the time appointed in terms of clause 3.8 for a postponed meeting to begin, or for an adjourned meeting to resume, the requirements of clause 3.7 have not been satisfied, the Members present in person or by proxy will be deemed to constitute a quorum.
- 3.12 After a quorum has been established for a meeting, or for a matter to be considered at a meeting, the meeting may continue, or the matter may be considered, so long as at least 1 (one) Member with voting rights entitled to be exercised at the meeting, or on that matter, is present at the meeting, and the provisions of section 64(9) are not limited or restricted by this Memorandum of Incorporation.
- 3.13 The maximum period allowable for an adjournment of a Members' meeting is as set out in section 64(12), without variation.

- 3.14 The chairperson, if any, of the Board shall preside as chairperson at every Member's meeting.
- 3.15 If there is no such chairperson, or if at any meeting he or she is not present within 15 (fifteen) minutes after the time appointed for holding the meeting or is unwilling to act as chairperson, the Directors present shall choose 1 (one) of their number to be chairperson. If no Director is willing to act as chairperson or if no director is present within 15 (fifteen) minutes after the time appointed for holding the meeting, the Members present shall choose one of their number to be chairperson of the meeting.
- 3.16 The chairperson of a Members' meeting may –
- 3.16.1 appoint any firm or persons to act as scrutineers for the purpose of checking any powers of attorney received and for counting the votes at the meeting;
  - 3.16.2 act on a certificate given by any such scrutineers without requiring production at the meeting of the forms of proxy or himself counting the votes.
- 3.17 If any votes were counted which ought not to have been counted or if any votes were not counted which ought to have been counted, the error shall not vitiate the resolution, unless –
- 3.17.1 it is brought to the attention of the chairperson at the meeting; and
  - 3.17.2 in the opinion of the chairperson of the meeting, it is of sufficient magnitude to vitiate the resolution.
- 3.18 Any objection to the admissibility of any vote shall be raised at the meeting or adjourned meeting at which the vote objected to was recorded, and every vote not then disallowed shall be valid for all purposes. Any objection made timeously shall be referred to the chairperson of the meeting, whose decision shall be final and conclusive.
- 3.19 Even if he is not a member –
- 3.19.1 any director; or
  - 3.19.2 the company's attorney (or where the company's attorneys are a firm, any partner or director thereof),
- may attend and speak at any general meeting, but may not vote, unless he is a member or the proxy or representative of a member
- 3.20 The Company may conduct a Members' meeting entirely by Electronic Communication or provide for participation in a meeting by Electronic Communication, as set out in section 63, and the power of the Company to do so is not limited or restricted by this Memorandum of Incorporation. Accordingly–
- 3.20.1 any Members' meeting may be conducted entirely by Electronic Communication; or
  - 3.20.2 one or more Members, or proxies for Members, may participate by Electronic Communication in all or part of any Members' meeting that is being held in person, so long as the Electronic Communication employed ordinarily enables all persons participating in that meeting to communicate concurrently with each other and without an intermediary, and to participate reasonably effectively in the meeting.
- 3.21 Any notice of any meeting of Members at which it will be possible for Members to participate by way of Electronic Communication shall inform Members of the ability to so participate and shall

provide any necessary information to enable Members or their proxies to access the available medium or means of Electronic Communication, provided that such access shall be at the expense of the Member or proxy concerned.

- 3.22 For an ordinary resolution to be approved it must be supported by at least 66% (sixty six percent) of the voting rights of members exercised on the resolution, despite section 65(7).
- 3.23 For a special resolution to be approved it must be supported by at least 76% (seventy six percent) of the voting rights exercised on the resolution, despite section 65(9).\
- 3.24 A special resolution adopted at a members meeting is required, in addition to the matters set out in section 65(11), for the matters set out in Part A of Schedule 3.

## **Article 4 - Directors and Officers**

### **4.1 Composition of the Board of Directors**

- 4.1.1 The number of Directors shall not be less than 3 (three) and not more than 7 (seven). Every person holding office as a Director, prescribed officer, company secretary or auditor of the Company immediately before 1 May 2011 (being the "effective date" of the Act) will, as contemplated in Item 7(1) of Schedule 5 to the Act, continue to hold that office.
- 4.1.2 Apart from satisfying the quantification and eligibility requirements set out in section 69 of the Act and the requirements, as determined and altered from time to time by the Members, which are published on the Afrika Burn website, a person need not satisfy any further eligibility requirements or qualifications to become or remain a Director or a prescribed officer of the Company.
- 4.1.3 The Directors shall be elected in terms of section 68(1) by the persons entitled to exercise voting rights in such election, being the Members of the Company.
- 4.1.4 In any election of Directors: -
  - 4.1.4.1 the election is to be conducted as a series of votes, each of which is on the candidacy of a single individual to fill a single vacancy, with the series of votes continuing until all vacancies on the Board have been filled; and
  - 4.1.4.2 in each vote to fill a vacancy: -
    - 4.1.4.2.1 each vote entitled to be exercised may be exercised once; and
    - 4.1.4.2.2 the vacancy is filled only if a majority of the votes exercised support the candidate.
- 4.1.5 The elected Directors of the Company shall serve for a period of two years (first term), with the possibility of re-election for a further period of two years immediately following the first term.
- 4.1.6 A vacancy in the number of Directors shall only arise in the event of any elected Director ceasing to hold office or becoming disqualified from holding office as such for any reason; and/or any of the other circumstances contemplated in section 70(1) arising.
- 4.1.7 Subject to the provisions of the Act, a Director may be employed in any other capacity in the Company or become a director or officer of any other Company, provided that no Director shall be entitled to vote in respect of his own appointment as an employee or in respect of his own remuneration.



- 4.1.8 Each Director shall have the power to nominate any person possessing the necessary qualifications of a Director, to act as alternate Director in his place during his absence or inability to act as such Director, provided that the appointment of an alternate Director be approved by the Board of Directors, and on 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.
- 4.1.9 A Director may act, or any company of which he is a member or any other entity in which he has an interest, may act in a professional capacity (other than that of auditor) for the Company or any company of which it is a member, and he, or his firm, shall be entitled to remuneration for those professional services.

## **4.2 Authority of the Board of Directors**

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 limited or restricted to the extent set out in Part A of Schedule 4.

## **4.3 Board of Directors meetings**

- (1) The authority of the Company's Board of Directors to consider a matter other than at a meeting, as set out in section 74 is not limited or restricted by this Memorandum of Incorporation.
- (2) The right of the Company's Directors to requisition a meeting of the Board, as set out in section 73 (1), may be exercised by at least 20% of the directors, despite the provisions that section.
- (3) The authority of the Company's Board of Directors to conduct a meeting entirely by electronic communication, or to provide for participation in a meeting by electronic communication, as set out in section 73 (3) is not limited or restricted by this Memorandum of Incorporation.
- (4) The authority of the Company's Board of Directors to determine the manner and form of providing notice of its meetings, as set out in section 73 (4) is not limited or restricted by this Memorandum of Incorporation.
- (5) The authority of the Company's Board of Directors to proceed with a meeting despite a failure or defect in giving notice of the meeting, as set out in section 73 (5) is not limited or restricted by this Memorandum of Incorporation.
- (6) The quorum requirement for a directors meeting to begin, the voting rights at such a meeting, and the requirements for approval of a resolution at such a meeting, are as set out in section 73 (5).

## **4.4 Indemnification of Directors**

- (1) The authority of the Company's Board of Directors to advance expenses to a director, or indemnify a director, in respect of the defence of legal proceedings, as set out in section 78 (3) is not limited or restricted by this Memorandum of Incorporation.
- (2) The authority of the Company's Board of Directors to indemnify a director in respect of liability, as set out in section 78 (5) is not limited or restricted by this Memorandum of Incorporation.
- (3) The authority of the Company's Board of Directors to purchase insurance to protect the Company, or a director, as set out in section 78 (6) is not limited or restricted by this Memorandum of Incorporation.

## **4.5 Officers and Committees**

- (1) The Board of Directors may appoint any officers it considers necessary to better achieve the objects of the Company.

- (2) The authority of the Company's Board of Directors to appoint committees of directors, and to delegate to any such committee any of the authority of the Board as set out in section 72 (1), or to include in any such committee persons who are not directors, as set out in section 72 (2)(a) is not limited or restricted by this Memorandum of Incorporation.
- (3) The authority of a committee appointed by the Company's Board, as set out in section 72 (2)(b) and (c) is not limited or restricted by this Memorandum of Incorporation.

## **Article 5 - General Provisions**

### **5.1 General Provisions**

- (1) The members or office bearers of the Company shall not have any rights in the property or other assets belonging to the Company solely by virtue of their being members or office bearers.
- (2) The Company shall exist in its own right, separately from its members and shall be able to own property and other possessions; and be able to sue and be sued in its own name.
- (3) The Company shall continue to exist notwithstanding any change in the composition of its membership.
- (4) The activities of the Company shall be carried on in a non-profit manner and with a philanthropic intent.
- (5) The Company's financial transactions shall be conducted by means of a banking account.
- (6) No activity will directly or indirectly promote the economic self-interest of any fiduciary or employee of the Company otherwise than by way of reasonable remuneration.
- (7) No donation will be accepted which is revocable at the instance of the donor for reasons other than a material failure to conform to the designated purposes and conditions of such donation, including any misrepresentation with regard to the tax deductibility thereof in terms of section 18A: Provided that a donor (other than a donor which is an approved public benefit organisation or an institution, board or body which is exempt from tax in terms of section 10(1)(cA)(i), which has as its sole or principal object the carrying on of any public benefit activity) may not impose any conditions which could enable such donor or any connected person in relation to such donor to derive some direct or indirect benefit from the application of such donation.

## **Schedule 1 - Incorporation and nature of the Company**

### **Part A**

The Board cannot make and/or alter rules for the Company in respect of the following aspects:

1. The appointment and/or election of Directors
2. The dissolution of assets over the value of R 100,000.00
3. Financial limitations of the Company

### **Part B**

1. Membership to the Company shall be open to all qualified and interested parties who shall be individuals with professional or other interests in the operational areas of the Association.
2. Application for membership shall be made in writing, directed to the members Secretariat of the Company.
3. The prospective member/s applying for membership as contemplated in point 2 above shall be appointed by a majority of all eligible votes of the members.

4. Any member desiring to withdraw from membership may do so by giving written notice of such withdrawal. If a member has withdrawn or ceased to be a member, they can be reinstated provided all their obligations to the association have been met and they obtain a majority of all eligible votes of the members. No member who has been expelled, shall be readmitted without prior approval of the members in general meeting.
5. Membership of the Company shall not be transferable.
6. Membership of the Company shall cease:
  - upon receipt by the Company, at its office, of notice in writing, including notification by email, to this effect from the member concerned;
  - upon the issue of a final order of sequestration of the member concerned;
  - upon the death of a Member, or upon the Member being declared mentally unstable or incapable of managing his/her own affairs
  - upon passing of a special resolution of the members of the Company at which a quorum is present, provided that the notice convening the meeting shall specify the proposal to withdraw membership from the member concerned;
  - upon failure to meet obligations of membership, as determined from time to time and published in the Members' Memorandum, and failure to provide a reasonable explanation, within 7 (seven) days of receiving notification of such failure, as to why these obligations were not met.

## Part C

The company shall only have its annual financial statements audited every year.

## Schedule 3 - Members Meetings

### Part A

The members hereby warrant, agree and undertake that no action shall be taken by the Company through its directors on any of the following matters without the consent of the members holding together at least 76% (seventy six percent) voting rights:

1. Any amendment to or replacement of its MOI;
2. A material change of the nature of the business conducted by it which is not ancillary or incidental to its main object or the current Business;
3. The borrowing of any money or the issuing of any debentures by it, other than as provided for in this MOI;
4. The giving of gratuities or allowances otherwise than in the ordinary course of business;
5. The granting or provision of any mortgage, pledge, notarial bond or other lawful encumbrance over any of its assets;
6. Any change to the emoluments of directors, being director's fees, salaries and other benefits insofar as not approved in its annual budget or that director's service agreement or the amendment, variation or substitution of any of senior management's or director's service agreements or fees;
7. The granting by it of any power of attorney outside the ordinary course of its business;
8. The disposal or encumbrance or licensing of any intellectual property rights owned or used by it;
9. The approval of the annual budget of the Company and any variation thereof;
10. The approval of business plans of the Company and any variation thereof;
11. The approval or implementation of any decisions altering the Company's existing strategic plans and/or existing approach to its business;

## Schedule 4 - Directors of the Company

### Part A

The members hereby warrant, agree and undertake that no action shall be taken by the Company through its directors on any of the following matters without the consent of the members holding together at least 60.1% (sixty point one percent) voting rights:

1. any amendment to or replacement of its MOI;
2. a material change of the nature of the business conducted by it which is not ancillary or incidental to its main object or the current Business;
3. the borrowing of any money or the issuing of any debentures by it, other than as provided for in this MOI;
4. the giving of gratuities or allowances otherwise than in the ordinary course of business;
5. the granting or provision of any mortgage, pledge, notarial bond or other lawful encumbrance over any of its assets;
6. any change to the emoluments of directors, being director's fees, salaries and other benefits insofar as not approved in its annual budget or that director's service agreement or the amendment, variation or substitution of any of senior management's or director's service agreements or fees;
7. the granting by it of any power of attorney outside the ordinary course of its business;
8. the disposal or encumbrance or licensing of any intellectual property rights owned or used by it;
9. the approval of the annual budget of the Company and any variation thereof;
10. the approval of business plans of the Company and any variation thereof;
11. the approval or implementation of any decisions altering the Company's existing strategic plans and/or existing approach to its business;

### ANNEXURE "A": REVISED OBJECTIVE OF THE COMPANY

To advance a culture of creativity upholding and promoting: freedom and diversification of expression; inclusive community building and volunteerism through the application of eleven guiding principles with the aim of fostering positive social change, which:

- Creates a blank canvas to actualise and promote a spectrum of arts and culture in South Africa at the annual AfrikaBurn and other events.
- Implements developmental, social, creative outreach projects that uplift and include the marginalized and underprivileged, expanding the AfrikaBurn community through local and national partnerships.
- Collaborates and innovates with local and international partners to vision and foster cultural, skills and knowledge exchange in the AfrikaBurn community, the Burning Man Regional Network and beyond.

AfrikaBurn seeks to be guided by its local interpretation of the Burning Man guiding principles, which are:

#### 1. Radical Inclusion

Anyone may be a part of AfrikaBurn. We welcome and respect the stranger. No prerequisites exist for participation in our community.

#### 2. Gifting

AfrikaBurn is devoted to acts of gift giving. The value of a gift is unconditional. Gifting does not contemplate a return or an exchange for something of equal value.

#### 3. Decommodification

In order to preserve the spirit of gifting, our community seeks to create social environments that

are unmediated by commercial sponsorships, transactions, or advertising. We stand ready to protect our culture from such exploitation. We resist the substitution of consumption for participatory experience.

#### **4. Radical Self-reliance**

Burning Man encourages the individual to discover, exercise and rely on his or her inner resources.

#### **5. Radical Self-expression**

Radical self-expression arises from the unique gifts of the individual. No one other than the individual or a collaborating group can determine its content. It is offered as a gift to others. In this spirit, the giver should respect the rights and liberties of the recipient.

#### **6. Communal Effort**

Our community values creative cooperation and collaboration. We strive to produce, promote and protect social networks, public spaces, works of art, and methods of communication that support such interaction.

#### **7. Civic Responsibility**

We value civil society. Community members who organize events should assume responsibility for public welfare and endeavor to communicate civic responsibilities to participants. They must also assume responsibility for conducting events in accordance with local, state and federal laws.

#### **8. Leaving No Trace**

Our community respects the environment. We are committed to leaving no physical trace of our activities wherever we gather. We clean up after ourselves and endeavor, whenever possible, to leave such places in a better state than when we found them.

#### **9. Participation**

Our community is committed to a radically participatory ethic. We believe that transformative change, whether in the individual or IN society, can occur only through the medium of deeply personal participation. We achieve being through doing. Everyone is invited to work. Everyone is invited to play. We make the world real through actions that open the heart.

#### **10. Immediacy**

Immediate experience is, in many ways, the most important touchstone of value in our culture. We seek to overcome barriers that stand between us and a recognition of our inner selves, the reality of those around us, participation in society, and contact with a natural world exceeding human powers. No idea can substitute for this experience.

#### **11. Each One Teach One**

As a self-reliant community, we believe the responsibility of spreading our culture lies with each and every one of us. All of us are custodians of our culture – when the opportunity presents itself, we pass knowledge on.

## ADOPTION OF MEMORANDUM OF INCORPORATION

This Memorandum of Incorporation ("MOI") was adopted by the members of the Company, in accordance with section 13 (1), as evidenced by the following signatures.

NO	NAME AND ADRESS	ID NUMBER	SIGNATURE	DATE
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