

AGREEMENT

Entered into between

BERGRIVIER MUNICIPALITY

Herein represented by Hanlie Linde in her capacity as Municipal Manager and duly authorized thereto

(hereinafter referred to as the "Municipality")

and

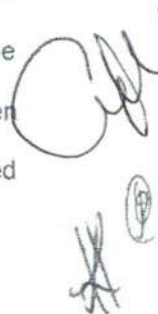
PORT OWEN MARINA AUTHORITY

Reg no 1999/010199/08

herein represented by Abraham Johannes Uys in his capacity as chairperson and duly authorized thereto

(hereinafter referred to as "POMA")

WHEREAS Owen Wiggins Trust Weskus (Pty) Ltd (under curatorship) on 27 July 2000 sold to Velddrif Municipality (now Bergvriër Municipality) erven 923 and 1974 Laaiplek, comprising the main yacht basin and loop canal at Port Owen respectively, subject to certain terms and conditions, one of which was that the purchaser shall be obliged to enter into a notarial deed of lease with POMA (therein incorrectly referred to as Port Owen Marina Association), in terms of which POMA would hire the properties for a period of ninety nine (99) years, the said company having as its main object the maintenance and control of the waterways, boating and ancillary facilities at Port Owen Marina, as will more fully appear from the copy of the said sale agreement attached hereto marked annexure "A";



AND WHEREAS the said notarial lease agreement between the Municipality and POMA was concluded on 30 November 2000, in terms of which the Municipality lets to POMA erven 923 and 1974 Laaiplek, and enable POMA to undertake the administration, maintenance and control of the waterways and the boating and ancillary facilities at Port Owen Marina, on the terms and conditions contained in the said notarial lease agreement, a copy of which is attached hereto marked annexure "B";

AND WHEREAS the period of ninety nine (99) years was inadvertently as a result of an oversight omitted from the said notarial lease agreement, the parties confirm that the period is in fact ninety nine years, as stipulated in annexure "A", and will be rectified to reflect the correct period.

AND WHEREAS besides the said erven 923 and 1974 Laaiplek, the Municipality is also the registered owner of erven 2367 and 3496, and has by operation of law in terms of Section 28 of the Land Use Planning Ordinance 15 of 1985 acquired ownership of erven 1977, 2361 and 2366 Laaiplek (the first two registered in the name of Owen Wiggins Trust Weskus (Pty) Ltd, and the last in the name of Ile Plaisance Inv (Pty) Ltd), comprising waterways, private open spaces, parking areas and servitudes within the Port Owen development; which erven are depicted on the following general plans and diagrams :

Erf 923 - General Plan no 10608 – Annexure C1

Erf 1974 – General Plan no 11799 – Annexure C2

Erf 2367 – Diagram no 1610/2004 – Annexure C3

Erf 1977 – Diagram no 2916/1987 – Annexure C4

Erf 2361 – Diagram no 6886/2001 – Annexure C5

Erf 3496 – General Plan no 1750/2005 - Annexure C6

Erf 2366 – Diagram no 1609/2004 – Annexure C7

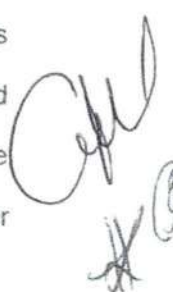
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AND WHEREAS the Bergrivier Municipality and POMA on 20 January 2010 concluded a further agreement (the "2010 agreement") in terms of which the Municipality for a period of three years ceded its rights and delegated its duties in respect of all the waterways at the marina, together with all the ancillary facilities including the said open spaces adjacent to the waterways to POMA, (which includes not only erven 923 and 1974, but "such other erven as may be agreed between the parties from time to time". Such other erven has been identified as erven 2367, 3496, 1977, 2361 and 2366 Laaiplek), which duties include the responsibility for maintaining, managing and controlling same, and entitling POMA to charge such reasonable fees as may be determined by its Board of Directors from time to time for the berthing of vessels, the use of jetties and slipways, the placement of private jetties in the waterways, the use of private open spaces and other services, in return of which the Municipality would contribute an amount per year approved in the Municipality's annual budget and transfer the amount to POMA subject to the terms and conditions contained in the said agreement, a copy of which is attached hereto marked annexure "D";

AND WHEREAS the 2010 agreement was by further agreement dated 30 January 2013 (the "2013 agreement") extended for a further period of 12 months from 19 January 2013 to 19 January 2014, a copy of which is attached hereto marked annexure "E";

AND WHEREAS the said 2010 agreement thereafter impliedly by mutual consent was extended and continued for six further consecutive 12 month periods, the last of which is the current 12 months period which continues until 19 January 2020;

AND WHEREAS POMA has during the duration of the said 2010 agreement and the extensions thereof, in terms of resolutions of the Board of Directors of POMA, as envisaged by clause 3.4 of the 2010 agreement, from time to time levied and adjusted certain charges and fees for the berthing of vessels, the use of jetties and slipways, the placement of private jetties in the waterways, the use of private open spaces and other

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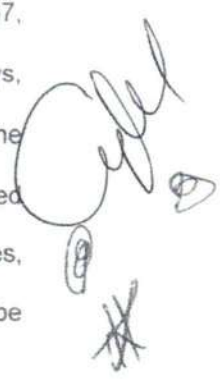
services, and still does;

AND WHEREAS the parties have concluded a further agreement dated 14 March 2018 (the "funding agreement"), in terms of which the yearly funding by the municipality to Port Owen is regulated, a copy of which is attached hereto marked annexure "F";

AND WHEREAS the parties have agreed to amend clause 2 (DURATION) of the 2010 agreement so as to confirm the past extensions thereof and to regulate the future extension thereof;

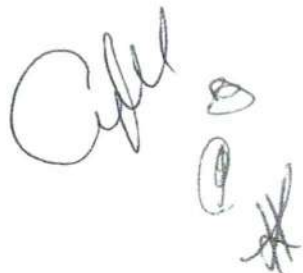
NOW THEREFORE the parties agree as follows:

1. Clause 2 of the 2010 agreement is hereby amended to read as follows:
 - "2. DURATION: This agreement which came into effect on 20 January 2010 (the "effective date") shall, unless otherwise provided for in this agreement, remain in force for a period of three (3) years, and will thereafter continue indefinitely for further continuous periods of one year each until terminated by any of the parties after having given one calendar year's notice of termination in writing to the other party, each such consecutive one year period to commence on 19 January of a year and to continue to 19 January of a following year."
2. The parties agree and confirm that POMA shall at all times during the duration of this agreement be responsible for the maintenance, managing and controlling of all waterways at the marina, which include erven 923, 1974, 1977, 2367, 3496, 2361 and 2366 Laaiplek and for the controlling of all the waterways, private open spaces connected thereto, parking areas and servitudes within the Port Owen Development, as well as all improvements thereon or attached thereto such as jetties, walkways, slipways and all other such ancillary facilities, and shall be entitled to levy such charges and fees as may from time to time be

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determined by its Board of Directors for the berthing of vessels, the use of jetties and slipways, the placement of private jetties in the waterways, the use of private open spaces and other services.

3. The parties further confirm that in the event of any such levies not being paid, POMA shall be fully entitled to institute legal action against non payers of levies referred to in the previous paragraph and to apply for and execute demolition orders in respect of jetties not conforming to POMA's requirements or owners thereof failing to pay levies in respect thereof, and to apply for and execute removal orders in respect of boats of owners failing to pay berthing fees in respect of such boats.
4. No jetties shall be erected and no boats shall be berthed without the prior consent of POMA having been obtained in writing thereto, and POMA shall be entitled to refuse any such consent until an agreement in writing has been concluded between POMA and the applicant, containing terms and conditions to be decided upon by the Board of Directors in its sole discretion.
5. The parties agree to fully comply with the funding agreement for the duration of the said ninety nine year lease agreement and this agreement.

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SIGNED AT Piketberg ON THIS 1st DAY OF July 2019.

H. Linde

HANLIE LINDE - MUNICIPAL MANAGER

P. Peters

WITNESS

SIGNED AT Poor Ooroo ON THIS 2nd DAY OF July 2019.

A. J. Uys

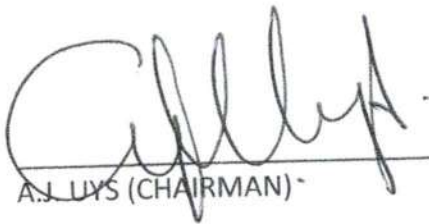


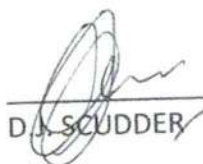
ABRAHAM JOHANNES UYS - POMA CHAIRPERSON

G. van
WITNESS.

RESOLUTION

Herewith we declare that AJ UYS (ID 501116 5020 084) is duly authorized to sign the agreement with Bergrivier Municipality on behalf of Port Owen Marina Authority (NPC).

Signed at PORT OWEN on this 1 day of JULY 2019.


A.J. UYS (CHAIRMAN)
D.D. ROBINSON
S.M. CRAFFORD
S.J. JOUBERT
D.J. SCUDDER