FIRST ADDENDUM TO THE DEED OF DONATION

entered into by and between:

LUCKY STAR LIMITED

(Registration Number: 1946/022718/06)

(hereinafter referred to as the **"Donor"**)

and

THE SALDANHA BAY MUNICIPALITY

(hereinafter referred to as the **"Donee"**)

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WHEREAS the Donor and Donee entered into a deed of donation in respect of the Property dated 31 July 2023, for the purpose of establishing a housing development thereon (the "**Main Agreement**"); and

AND WHEREAS no variation addition, deletion or agreed cancellation of the Main Agreement will be of any force or effect unless reduced to writing and signed by the Donor the Donee; and

AND WHEREAS the Parties hereby wish to make certain amendments to the Main Agreement and enter into this First Addendum as set out below.

NOW THEREFORE THE PARTIES AGREE THAT:

1. The effective date of this First Addendum shall be the date of signature hereof by the last Party.

2. Capitalised terms defined in the Main Agreement, shall have the same meaning as defined unless specifically stated otherwise.

3. The defined term "**Property**" is hereby replaced as follows:

   "**Property**" means such portion of the Land to be subdivided therefrom, in extent approximately 5.4 (five point four) hectares, as is shown on the draft diagram annexed hereto as Annexure B, and the updated and agreed plan annexed hereto as "**Annexure C**"

4. The period for the completion of the suspensive conditions as stipulated in clause 4.1.4 of the Main Agreement is hereby extended for an additional 24 (twenty four) months period from the original expiry date.

5. Clause 23 "**Development Oversight and Approval**" is hereby added to the Main Agreement, which reads as follows:

   "**23 Development Oversight and Approval**

   23.1 The Donee acknowledges that the Donor may in future wish to develop the remaining Land surrounding the Property for multiple purposes.

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23.2 The Donee agrees, upon reasonable written request by the Donor from time to time, to provide updates on the progress of the Housing Development on the Property. Such updates shall include, but not be limited to, details regarding:

23.2.1 the intended home and other building designs;

23.2.2 the development layout;

23.2.3 the intended housing specifications;

23.2.4 the conditions to be included in the eventual development / individual property title deeds or otherwise; and

23.2.5 any other reasonable details requested by the Donor.

23.3 Prior to the registration of transfer of the Property, the Donee shall submit a proposed plan for the Housing Development, which shall include the details set out in clause 23.2, to the Donor for review and approval (the "**Plan**"). The Donor's approval shall not be unreasonably withheld and shall be limited to ensuring alignment with the future development of the Land.

23.4 Once the Plan has been approved by the Donor, the Donee shall not make any material changes thereto without obtaining the prior written approval of the Donor, which approval shall similarly not be unreasonably withheld."

6. Apart from the amendments set out in clauses 1 to 5 above, all other terms and conditions of the Main Agreement shall remain unchanged.

SIGNED AT Cape Town **on this** 10th **day of** June **2025**

LUCKY STAR LIMITED

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SULEIMAN SALIE
who warrants that he is duly authorised hereto

SIGNED AT Vredenburg **on this** 30 **day of** May **2025**

THE SALDANHA BAY MUNICIPALITY

.....

Print Name: Heinrich Mettler

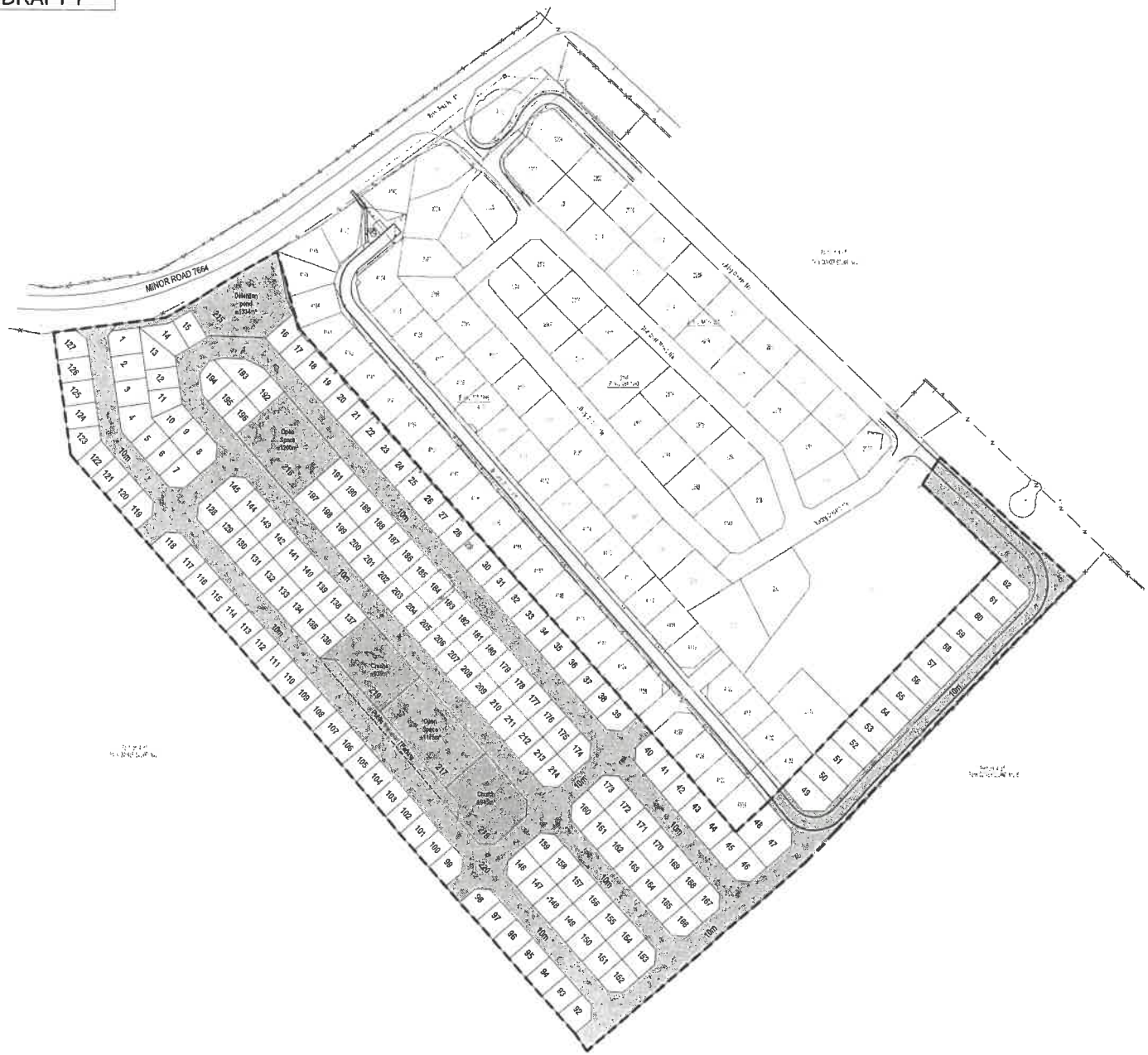
who warrants that he/she is duly authorised hereto

ANNEXURE C
AGREED PLAN OF THE PROPERTY

STOMPNEUS BAY HOUSING - PORTION 4 OF FARM 6

SUBDIVISION PLAN - DRAFT 7

ANNEXURE C - AGREED PLAN OF THE "PROPERTY"



NOTE:
ALL AREAS AND DISTANCES ARE SUBJECTED TO SURVEYING

COMPILED BY:
DK JEFFREL & VENNOTE
STADSBEPLANNERS
PROFESSIONAL TOWN AND REGIONAL PLANNERS
18 PHILLIPS STREET, MOSSELBAY
TEL 044 - 6911660
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E-mail: admin@dkjeffrel.co.za

DATE: MARCH 2025

SCALE: 1:2000 (A3)

REF: SAL/1304/MZ/WSDP_7

LEGEND

DEVELOPMENT AREA

Total area: ±5.4583 ha

On average 150m² sized erven

185 UNITS

UNIT NO.	NO OF ERVEN	SUBDIVISIONAL AREA - ZONING	LAND USE	COLOUR	TOTAL AREA	% OF AREA
1-214	185	RESIDENTIAL ZONE IV	Shelter / Dwelling		3.0788 ha	56 %
215-217	3	OPEN SPACE ZONE I	Public open space		0.3709 ha	7 %
218	1	INSTITUTIONAL ZONE II	Church		0.0945 ha	2 %
219	1	INSTITUTIONAL ZONE I	Creche		0.0939 ha	2 %
220	1	TRANSPORT ZONE II	Public road		1.8260 ha	33 %
			TOTAL		5.4583 ha	100 %

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