

DESIGNATION AGREEMENT

(in accordance with Paragraph 3.4 of the Constitution of the Shelley Point Sports and Social Club)

PARTIES TO THE AGREEMENT:

Shelley Point Homeowners' Association ("SPHOA")

and

Shelley Point Sports and Social Club ("S&SC")

and

Shelley Point Bowls Club ("the Bowls Club")

1. Interpretation and definitions

1.1 Unless the context clearly indicates otherwise the words and phrases used in this agreement will have the same meaning as the corresponding words and phrases in the Constitution and the Rules of the SPHOA, S&SC, and the Bowls Club.

1.2 This Agreement must be read with the Constitution and the Rules of the SPHOA, the S&SC, and the Bowls Club, and in the instance of any uncertainty or contradiction the Constitution and the Rules as mentioned in the order herein will prevail.

1.3 The provisions of this Agreement do not derogate in any way from the applicability and content of the provisions contained in the Constitution and the Rules of the SPHOA and the S&SC, as may be applicable to the subject and related matters determined in this agreement.

2. Seat, Designated Premises, and Related Role and Mandate of the S&SC

2.1 The seat of the S&SC is the Shelley Point Estate, in particular the Communal Property of the SPHOA designated by the Members of the SPHOA at a General Meeting (hereinafter referred to as the "Premises"), and where the S&SC and its affiliated Clubs may conduct their sport and recreation activities, subject to the terms and conditions determined by the SPHOA, which may be duly amended from time to time (See Paragraph 3.4 of the S&SC Constitution, and the attached Schedule "A").

2.2 The SPHOA designated the management, operations, maintenance, and development of the Premises to the S&SC for the exclusive use as determined in Clause 2.1 above, read with the Constitution of the S&SC, and to receive and expend all funds received in lieu thereof in accordance with the S&SC Constitution, the Rules, and any other condition imposed by the SPHOA.

3. Affiliation of Clubs and Related Matters

3.1 The Management Committee of the S&SC is authorised to approve the affiliation of a Club and to designate any part of the Premises for the use of the Club, subject to the terms and conditions contained in Schedule "A" hereto, the provisions of the Constitution of the S&SC, and any other condition the Management Committee may determine.

3.2 The Parties herewith confirm that the Management Committee of the S&SC exercised its authority in terms of Paragraph 12.3.16 of its Constitution, read with Paragraphs 15 and 16 thereof, to affiliate the Bowls Club subject to the terms and conditions of the respective Constitutions.

3.3 The Parties furthermore confirm that certain parts of the Premises, comprising the Bowling Green, as depicted in Schedule "B" hereto, and amended from time-to-time by mutual agreement between the parties, the exclusive use of which has been designated to the Bowls Club as specified in said Schedule "B".

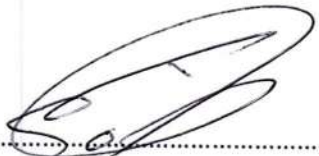
3.4 The affiliation and designation contemplated in Clauses 3.2 and 3.3 above empowers the Bowls Club to manage and administer activities related to the playing of the Game of Lawn Bowls on the Premises as specified in Schedule "B", and to receive and expend, in accordance with the Bowls Club's Constitutional dispensation, all funds received in lieu of Club Competitions, Sponsorships and Prizes.

3.5 Save for the access granted to the Premises, as determined in terms of Clause 3.3 above, the Bowls Club as affiliated member of the S&SC may by agreement between the S&SC and the Bowls Club, receive access to other parts of the Premises, to perform the actions related to the designation contemplated in Clause 3.3, as per a prior agreed program.

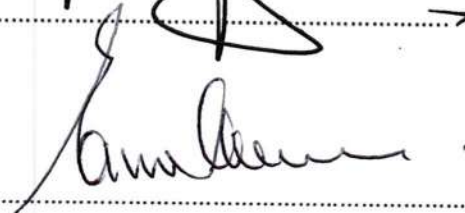
3.6 The Parties confirm that the S&SC shall take all reasonable action to maintain, prepare and avail the designated Premises contemplated in Clause 3.3 to the Bowls Club to perform the activities related to the playing of the Game of Lawn Bowls, and to meeting the minimum requirements of any compulsory affiliation of the Bowls Club with other competent authorities.

3.7 Notwithstanding any provision to the contrary, the S&SC reserves the right, with reasonable notice to the Bowls Club, as may be applicable in the circumstances, to close the designated part of the Premises, or any part thereof, for purposes of maintenance and further development, or to perform any other act, of whatsoever nature, required to preserve and protect the Premises and/or ensuring the health and safety of bowlers, residents, and the public.

Signed by the Parties at Shelley Point on the of September 2024.

For SPHOA.....

For S&SC.....

For the Bowls Club.....

Schedule A

The following Erven are designated by the SPHOA to the Shelley Point Sports & Social Club (S&SC) in accordance with Clause 2.1 and 2.2 of the Designation Agreement.

- Erf 6518
- Erf 6517
- Erf 6587
- Erf 6820
- Erf 9525
- Erf 6807
- Erf 6772
- Erf 9526 (Excluding Workshop Area)
- Erf 9527 (Excluding Workshop Area)
- Erf 7017
- Erf 6994
- Erf 6911
- Erf 6700
- Erf 6667
- Erf 12205 (Community Centre. Excluding Entrance Gates and Admin Offices)

Schedule B

The following Erven are designated by the Shelley Point Sports & Social Club (S&SC) to the Shelley Point Bowls Club (Bowls Club) in accordance with Clause 3.2 and 3.3 of the Designation Agreement.

The Bowling Green & Pavilion Building situated on Erf 6667 The exclusive use as contemplated in Clause 3.3, read with Clause 3.4 of the Designation Agreement, has been agreed as follows:

(a) Tuesdays: 09h00 – 16h00, Fridays: 09h00 – 16h00 and any other time as may be agreed between the S&SC and the Bowls Club for the purposes of presenting Bowls Club Competitions during which times the Bowls Club may also access designated areas contemplated in Clause 3.5 of the Designation Agreement, subject to the agreed terms and conditions; and

(b) Subject to the Rules of the SPHOA and the S&SC, as may be applicable, pertaining to access of the bowling green of Residents for non-bowling activities; and

(c) The Pavilion Building on Erf 6667 as referred to above will be a shared facility with players utilising the Tennis Courts, unless prior arrangement for exclusive use of such has been agreed to in advance with S&SC Management.