

# MEMORANDUM OF AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:-

**THE FINKENSTEIN HOMEOWNERS ASSOCIATION**

(herein represented by **HELLMUT GOTTLOB VON LUDWIGER**, duly thereto authorised)

P O BOX 11615

KLEIN WINDHOEK

TEL: 061-308329

(hereinafter called the FHA)

AND

**MOLTKEBLICK GAME FARM (PROPRIETARY) LIMITED**

Company number 94/488

(herein represented by **GERHARDUS DANIEL BURMEISTER**, duly thereto authorised)

P O BOX 86567

EROS POST OFFICE

WINDHOEK

TEL: 081 1271395

(hereinafter called the MBGF)

**THEUNISSEN, LOUW & PARTNERS**

Schützen Haus, no. 1 Schützen Street

WINDHOEK, NAMIBIA

Tel: 237856 / Fax: 228335

e-mail: [attorneys@theunissenlouw.com](mailto:attorneys@theunissenlouw.com)



**WHEREAS** Moltkeblick Game Farm (Pty) Ltd (MBGF) has established a game farm on the land adjacent to Finkenstein Estate, the township established by the Finkenstein Development Trust on a portion of the farm Finkenstein no. 71.

**AND WHEREAS** the FHA wishes its members to participate in the long-term nature conservation and utilisation strategy of MBGF, and the latter consented thereto subject to the terms and conditions contained herein.

**NOW THEREFOR** it is hereby agreed:

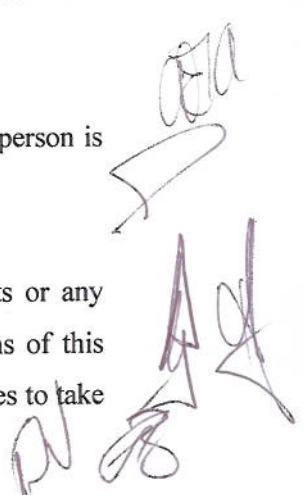
1. MBGF will allow restricted access on foot, bicycle or horseback to the members of the FHA and their close family and guests residing with or visiting the members, to the portion of the farm Moltkeblick indicated by the figure XYZ on the sketch plan annexed hereto as annexure "A" (the Park Area).
2. MBGF will at all times be entitled to enter upon the undeveloped portion of any member's erf for the sole purpose of game management, if accompanied by the FHA Estate Manager or a FHA trustee. Should a member feel threatened by game, this should be reported to the FHA Estate Manager, who will contact MBGF representatives to address the situation.
3. "Member" of the FHA, for the purpose of this agreement, means the registered owner of an erf on Finkenstein Estate.
4. The FHA will pay a monthly levy of N\$200.00 (TWO HUNDRED NAMIBIA DOLLAR) including VAT per member to MBGF. Payments are to be made in advance before or on the 7<sup>th</sup> day of each respective month at such place as MBGF may indicate to the FHA in writing from time to time.
5. MBGF is a game farm, which includes hunting activities across the farm. Hunting in the Park Area will only be done in exceptional circumstances. On such days red flags will be flown at four points on the border between Finkenstein Estate and the Park Area. Furthermore, the FHA will inform its members by SMS that entry into the Park Area is prohibited for that period of time.
6. Any FHA member wishing to enter onto the Park Area or any other part of the farm, with a 4 x 4 motorcar, may do so subject to prior arrangement with the MBGF Farm Manager and subject to such terms and conditions as he may determine.

6.1 Three picnic spots are available to members in the Park Area. The joint development

of picnic spots with facilities is an option.

- 6.2 An amount determined by the MBGF from time to time, will be payable by the member per vehicle for each occasion of motorised access to the part of the farm beyond the Park Area.
- 6.3 Each FHA member will be granted one access ticket at no additional cost on the effective date of this amended agreement or, subsequently, upon becoming a member of the FHA by acquiring an erf on Finkenstein Estate. Such an access ticket will not be transferable and may only be used by the member to whom it was issued.
- 6.4 The member wishing to enter the Park Area and/or any other part of the farm Moltkeblick by motor vehicle must email the MBGF Farm Manager (currently at [kvenzke@iway.na](mailto:kvenzke@iway.na)) to request permission to either:
- 6.4.1 utilise one of the picnic areas – with no permission to drive outside the Park Area, or
- 6.4.2 utilise the access ticket granted free of charge per 6.3 above to access the rest of MBGF, or
- 6.4.3 having previously utilised the access ticket per 6.3 above, to request access to the rest of MBGF at a charge.
- 6.5 The MBGF farm manager will respond by either declining the request, stating reasons (e.g. picnic areas already occupied for the time requested), or granting a permit, or in the case of 6.4.3 issuing an invoice. Once proof of payment of the invoice has been emailed, a permit can be issued. Unless otherwise approved by the MBGF farm manager, the number of vehicles simultaneously accessing MBGF under this agreement will not exceed four, and the number of people will not exceed twenty.
- 6.6 The permit must be available for inspection when entering MBGF (including the Park Area) by motor vehicle.
7. Members, their family and/or their guests may only enter upon the Park Area from 6h00 am and must leave the farm by 20h00 unless other arrangements have been made with the MBGF Farm Manager.
8. Members visiting the Park Area may not:
- 8.1 feed any game animals



- 8.2 cause or allow to be caused any disturbance or nuisance to the public or wildlife in the Park Area.
  - 8.3 bring or allow to be brought onto the Park Area any firearms or hunting equipment whatsoever.
  - 8.4 hunt, kill, injure or chase any game animals or birds in the Park Area.
  - 8.5 bring or allow any pets whatsoever in or on the Park Area, except for dogs kept on a leash at all times. Should a member be found not to adhere to this rule, the MGBF Farm Manager has the right to give written notice to the FHA that dogs are no longer allowed in the Park Area.
  - 8.6 bring unto or introduce to the Park Area any plants, seeds or any foreign plant material whatsoever.
  - 8.7 remove from the Park Area any firewood, plants, plant-material, seeds, roots, stones, sand, gravel or pebbles.
  - 8.8 dump any material whatsoever in the Park Area or throw away or leave refuse or rubbish at any place other than in containers provided therefore.
  - 8.9 light any fires outside of designated camping sites, or throw away a burning or smouldering object or leave it at any place where it may possible ignite another object or cause such object to be ignited.
  - 8.10 contaminate drinking water in any manner whatsoever or tamper with any water installation.
  - 8.11 organise, hold or address any meeting or assembly, or to present public entertainment or collect money from the public.
  - 8.12 allow any person under the age of 12 years into the Park Area unless such person is accompanied by an adult who shall be held responsible for the child.
9. Should any member of the FHA or his dependants, employees, guests or agents or any person he is responsible for fail to strictly comply with the terms and conditions of this agreement, same will be reported by the MGBF to the FHA, who hereby undertakes to take
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appropriate steps against such member in order to avoid any further breaches of the conditions hereof.

- 10. Any person entering upon the Park Area should take reasonable and proper care of the property of the MBGF and shall leave all property in the same condition in which he found it. Should any property be damaged, same shall immediately be reported to the MBGF and any compensation payable shall be paid on demand.
- 11. The FHA acknowledges and realizes that wild game animals are unpredictable and dangerous and may cause serious bodily injuries or even death. Apart thereof the FHA acknowledges and accepts that members and guests visiting the Park Area may be bitten by snakes, spiders, insects and other dangerous or poisonous animals or be affected by poisonous plants or plant materials, all for which MBGF cannot be held liable. Therefore the FHA hereby indemnifies and holds MBGF, its direct shareholders, employees and agents harmless against any claim by members, their family, friends, employees or guests for any injury, harm, illness, medical treatment, evacuation costs or any loss or damage to property whatsoever.
- 12. Effective date: This amended agreement will commence on 1 September 2014.
- 13. Termination: This agreement will terminate:
  - 13.1 if MBGF no longer rents the farm including the Park Area from the City of Windhoek, or
  - 13.2 conditions being imposed on MBGF that would materially curtail the potential use of the Park Area by members of the FHA.

THUS DONE AND SIGNED by THE FHA at WINDHOEK

this 12<sup>th</sup> day of September 2014

WITNESSES:

1. [Signature]

2. [Signature]

[Signature]  
for the Finkenstein Homeowners Association

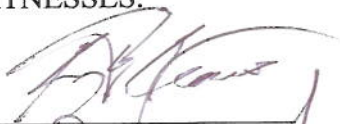
THUS DONE AND SIGNED by MBGF at WINDHOEK

this 12<sup>th</sup> day of September 2014

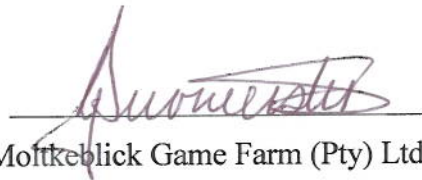
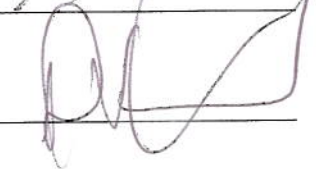
[Signature]

WITNESSES:

1.



2.

  
for Mofkeclick Game Farm (Pty) Ltd