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Prepared by me

CONVEYANCER
LUBBE JS

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064200/10

CERTIFICATE OF CONSOLIDATED TITLE

Issued under the provisions of Section 40 of the Deeds Registries Act,
1937 (No. 47/1937) as amended

WHEREAS

VOLKSWAGEN OF SOUTH AFRICA (PROPRIETARY) LIMITED
REGISTRATION NUMBER 1946/023458/07

DATA / CAPTURE

08 DEC 2010

OLIVIER YOLANDI

has applied for the issuing of a Certificate of Consolidated Title under
the provisions of Section 40 of the Deeds Registries Act, 1937:

20 DEC 2010

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AND WHEREAS

**VOLKSWAGEN OF SOUTH AFRICA (PROPRIETARY) LIMITED
REGISTRATION NUMBER 1946/023458/07**

are the registered owners of

1. **ERF 29200 A PORTION OF ERF 37 UITENHAGE IN NELSON MANDELA BAY METROPOLITAN MUNICIPALITY, DIVISION OF UITENHAGE, EASTERN CAPE PROVINCE**

HELD by Deed of Transfer No 064199 / 10

2. **ERF 24651 UITENHAGE IN THE NELSON MANDELA BAY METROPOLITAN MUNICIPALITY, DIVISION OF UITENHAGE EASTERN CAPE PROVINCE**

HELD by Certificate of Consolidated Title No T107723/1998

which properties have been consolidated into the land hereafter described:

NOW THEREFORE in pursuance of the provisions of the said Act, I, the Registrar of Deeds at CAPE TOWN do hereby certify that the said

**VOLKSWAGEN OF SOUTH AFRICA (PROPRIETARY) LIMITED
REGISTRATION NUMBER 1946/023458/07**

Its Successors in Title or Assigns

are the registered owners of

ERF 29201 UITENHAGE IN NELSON MANDELA BAY METROPOLITAN MUNICIPALITY, DIVISION OF UITENHAGE, EASTERN CAPE PROVINCE

IN EXTENT: 51,8378 (FIFTY ONE COMMA EIGHT THREE SEVEN EIGHT) HECTARES

AS WILL APPEAR from Diagram S.G. No 5118/2009

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1. As regards the land depicted by the figure marked b3 b2 d4 d3 e4 e3 j6 j5 k1 a b c2 s2 s1 c1 x1 V W on diagram SG No 5118/2009

- A. SUBJECT to the conditions contained in Deed of Grant dated 10 May 1922 (Uitenhage Freeholds Volume 13 Folio 7) whereby the land held hereunder is subject to all such duties and regulations as are either already or shall in future be established with regard to such lands.
- B. SUBJECT to the provisions of a Notarial Deed of Servitude, reference to which dated 19 June 1942 is endorsed on Deed of Grant dated 10 May 1922 (Uitenhage Freeholds Volume 13 Folio 7), reading as follows:

By Notarial Deed No 113/1942, dated 3.2.1942, the owner of the property held hereunder has granted to the owners and their successors in title of the property held under Deed of Transfer No 6702/1936 and Paragraph 1 of Deed of Transfer No 6701/1936 respectively a perpetual Servitude of Aqueduct 30 Cape Feet wide, together with certain ancillary rights over the property held hereunder subject to conditions as will more fully appear on reference to the said Notarial Deed"

which Servitude has been noted on Diagram No SG No 4385/1997 in the following manner –

"(b) the line pq represents the middle of an existing Water Furrow Servitude 9,45 metres wide."

(Now indicated by the line pq on Diagram SG No 5118/2009)

- C, ENTITLED to the benefit of a Servitude, a reference where to dated 28 December 1942 is endorsed on Grant dated 10 May 1922 (Uitenhage Freeholds Volume 13 Folio 7), reading as follows;

"By Transfer No 15707 dated 28.12.42 the Municipality as owner of remainder of property held hereunder reserves the right to use the stormwater drain traversing Portion 16 thereby conveyed and indicated by letter H.K. on Diagram thereof, subject to conditions as will more fully appear on reference to the said Deed of Transfer."

2. As regards the land depicted by the figure a1 a2 a3 b4 b1 b2 d4 d1 d2 d3 e4 e1 e2 e3 j6 j1 j2 h2 h3 h1 g1 g2 g3 f3 f4 f1 marked on Diagram SG No 5118/2009

- A. SUBJECT to such conditions referred to in Deed of Grant No 130 dated 24 September 1947.
- B. "Not subject to condition 2. B. on page 3 of Certificate of Consolidated Title No T107723/1998 by virtue of Section 53 of the mining Titles Registration Amendment Act 24 of 2003.
3. As regards the land depicted by the figures A a1 a2 a3 X, fiBfgg1 g2 g3 f3 f4, d1 d2 e1 e2 e3 ~~e4~~ d3 d4, b1 b2 b3 b4, C D E u h2 h3 h1, j1 j2 j3 j4 j5 j6 marked on Diagram SG No 5118/2009 

SUBJECT to the conditions referred to in Deed of Transfer T3619 dated 20 August 1891.

4. As regards the land depicted by the figure A B f2 m1 j V W X on Diagram SG No 5118/2009

SUBJECT to the following conditions contained in Deed of Transfer T18382/1947, imposed by and in favour of the Municipality of Uitenhage:

- (1). The land hereby conveyed shall be utilised for the establishment of a factory for the manufacture and/or assembly of motor vehicles and ancillary factories belonging to the Transferee, or for the erection and use thereon of factories or workshops as defined in Section 5 of the Cape Municipal Ordinance No 10 of 1912, which shall also include warehouses for the storage of products and produce, but the terms "factories" or "workshops" shall not include a factory or workshop used for the carrying on of any of the trades mentioned in Clause (2) hereof. The Transferee may however in erecting such factories or workshops as are permitted to be erected in terms of this clause:
 - (a) Erect buildings to be used for office accommodation and for purposes incidental to the manufacture, assembly, production and sale of motor vehicles or goods by the Transferee;
 - (b) Erect the necessary dwelling houses for the use of a Caretaker and such other Employees whose residence in close proximity to the factory is absolutely essential to efficient operation; provided that the Transferee must first satisfy the Municipality as to the necessity for erecting any dwelling for Employees on such land.
- (2) The land hereby conveyed shall not nor shall any factory or workshop thereon be used for the carrying on of any



offensive, unhealthy or dangerous trade as defined in the Cape Municipal Ordinance No 10 of 1912 or any amending or other law.

- (3) The Transferee shall erect or cause to be erected on the said land within a period of two years from the date of transfer a complete factory or workshop of a value, exclusive of a building for the accommodation of a Caretaker or other Employee in terms of Clause (1) above, of not less than a Municipal valuation of TWO HUNDRED THOUSAND RAND (R200 000,00). When such building have been erected and if they should be subsequently partly or wholly destroyed, the reconstructed building shall conform to the above requirements. In case such buildings are not erected or re-erected within a period of two years as aforesaid, then liquidated damages equal to the annual rates which would have been leviable on the basis of such valuation shall be payable to the Municipality in addition to the to the rates assessable on the valuation of the ground, on the 1st day of April in each and every year until such buildings are completed to the satisfaction of the Municipality.
- (4) The Municipality shall have the right after notice to the Transferee to lay and to maintain any necessary water and sewerage pipes and storm-water drains through and across the said land and at all times to have access to the pipes and drains for removal, maintenance, extension or repair without payment of compensation to the Transferee or other parties, provided that the location of such pipes and drains shall be subject to the approval of the Transferee.
- (5) In carrying out the obligations in respect of building operations in terms of this Agreement, the Transferee shall comply with all the Building Regulations of the Municipality of Uitenhage in force at the time of erection.
- (6) The Transferee hereby agrees to use the land hereby conveyed for the purposes of the expansion of its own activities and if at any future time the Transferee shall decide that any portion of the land hereby purchased is not required for the purposes described in Clause 1 hereof, then in such event the Transferee shall re-sell such portion or portions not required to the Municipality at a price equal to the proportionate share of the original price at which the land was sold by the Municipality to the Transferee, together with an amount equal to the value of any permanent improvements effected by the Transferee on such portion.
- (7) The Transferee hereby indemnifies and holds harmless the Municipality from all suits and actions at law, losses or damages whatsoever which the Municipality may sustain or be put to on account of any act or omission or alleged act or



omission or negligence on the part of the Transferee or its Employees in respect of

- (a) any obligations under this Agreement or
- (b) in regard to the use and occupation of the said land by the Transferee or
- (c) in connection with any factory or undertaking erected or conducted on the said land by the Transferee, including the pollution or alleged pollution on the Zwartkops River by any effluent or other substance originating from any such factory or undertaking.

(8) The Transferee and the Successors-in-Title of the Transferee shall be bound mutatis mutandis by the foregoing conditions and all or any of such conditions may be embodied in the Transferee's Deed of Transfer and in any subsequent Deed of Transfer relative to the said land or any portion thereof.

5. As regards the land depicted by the figure B g h j1 m1 f2 marked on Diagram SG NO5118/2009

SUBJECT to the following condition contained in Deed of Transfer No T18658/1964, imposed by and in favour of the Municipality of Uitenhage that the area in extent 1.0555 morgen lettered x B C y on Diagram 6579/63 of Erf 6792 UITENHAGE a portion of Erf 37 thereby conveyed (now part of Erf 24651 Uitenhage) shall be subject in perpetuity to a right of way and use 18,89 meters wide for Municipal services in favour of THE MUNICIPALITY OF UITENHAGE (hereinafter called "the COUNCIL") on the following terms and conditions, namely:

- (a) The Council shall have the right in perpetuity to carry Municipal services under the said servitude area with the right to excavate for the purpose of laying, maintaining, renewing or removing any such Municipal services and the right of access to the servitude area by means of vehicles or otherwise for the purpose of construction, inspection, maintenance repair and renewal, or for the purpose of the removal of any works or equipment upon the said servitude area.
- (b) The Transferee and its successors-in-title shall not construct or allow the construction of any buildings or other erections or works, save the construction of a tar macadam access road in the said servitude area.



- (c) The Transferee and its successors-in-title shall not plant or allow any occupier or other person to plant trees within the said servitude area.
- (d) The Transferee and its successors-in-title shall not be permitted to undertake any excavation work within the said servitude area without the prior written consent of the Council.
- (e) The Transferee shall be permitted use of the said servitude area for the purpose of lateral and/or transverse access whether constructed or otherwise
- (f) The Transferee shall be entirely responsible for the cost of making good any destruction of or damage to Municipal services within the servitude area which destruction or damage shall be as a result of any act or acts of the Transferee or its employees, agents or contractors.
- (g) The Council shall be entirely responsible for making good any damage done to any road surface within the servitude area caused by or as a result of the existence of such Municipal services.
- (h) Any difference of opinion between the parties as to the construction, meaning or effect of the said servitude, or as to the rights, obligations or liabilities of either party thereunder, or as to the adjustment of any matter or thing to be agreed to or adjusted thereunder, shall be determined by Arbitration under the provisions of the Arbitration Act No 1898 of the Province of the Cape of Good Hope or of any other amending substituted Act.
- (i) The Council shall have the right to use the said Right of Way for the purpose of gaining access along the said servitude area to any existing electricity sub-station situate on Erf No 51 Uitenhage, measuring 23.7407 morgen, held by the Transferee under Deed of Transfer No 18382 dated 24th of September 1947 which existing sub-station is presently used to provide a supply of electricity to the Transferee's factory premises Such access shall be continuous and uninterrupted and no gates, fences or other obstructions shall be place on the said servitude area.

Should the Transferee at any time in the future wish to alter the point at which the Council supplies electricity as aforesaid, the Council shall on not less



than three months' written notice being given to it by the Transferee provided a supply of electricity at such new altered point which shall be determined by the Transferee provided that:

- (a) all the costs of any kind whatsoever necessarily incurred in the provision of such a supply shall be met by the Transferee; and
- (b) the Council shall have a continuous and uninterrupted access to the new point of supply such as the Council presently enjoys to the existing sub-station.

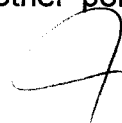
The Servitude has been noted on Diagram No SG No 4385/1997 in the following manner:

"(a) the figure fghj represents an existing Servitude of Right of Way 18.89 metres wide"
(Now indicated by the figure fghj on Diagram SG No 5118/2009)

6. As regards the land depicted by the figures B g h j1 m1 f2 and g C D u a b h marked on Diagram SG No 5118/2009

SUBJECT to the following conditions contained in Deed of Transfer T18658/1964, imposed by and in favour of the Municipality of Uitenhage ("the Council") which conditions shall be interpreted and shall apply to the former Erven 6792 and 6793 as if they constitute a single entity:

- (a). It is specially recorded that in accordance with the Council's Town Planning Scheme the whole of the area of the land to be transferred has been zoned for industrial usage and, subject to any restrictions herein contained, the said land may at all times be used for such purposes.
- (b) Notwithstanding the provisions of the last preceding Clause (2), the whole of the said land to be transferred shall not, nor shall any factory or workshop thereon, be used for carrying on of an offensive, unhealthy, or dangerous trade as defined in the Public Health Act, No 36 of 1919, as amended.
- (c) The Council having under private sidings agreements with the Railways and Harbours Administration and the Private Sidings Regulations referred to therein undertaken to provide:
- (d) The service railway sidings from the point of take off from the South African Railways and Harbours Administration's lines at Uitenhage or from such other point as may be



determined by the Administration, to the boundary of the Alexander Park Industrial Township.

- (e) All the service siding and loops required by the South African Railways and Harbours Administration on the said Industrial Township itself to service and operate the private siding to the "siding sites" (the land hereby to be transferred being such "siding site"); and
- (f) Any further facilities required by the South African Railways and Harbours Administration to operate the traffic to the said Industrial Township.

The Council guarantees to the Transferee and its successors-in title- as owner the use of such railway facilities over the said Township or elsewhere as may be necessary for the purpose of connecting up any private siding which may at any time be constructed on the said land hereby purchased by it and further that the Council's service siding shall connect to such a point on the Faraday Street Boundary of the last mentioned land from which the Transferee may take a private siding into the said land provided:

- (i) such owner shall first and at its own expense conclude the necessary agreement with the Railways and Harbours Administration in respect of such private siding on the land hereby conveyed.
- (ii) The use of such railway facilities shall be subject to the approval of the said Administration; and
- (iii) The owner of the said land shall refund to the Council, or at the option of the Council, pay direct to the said Administration on presentation of accounts by the Council or the said Administration, if payments are made direct to the said Administration, a proportionate share assessed on the area of land to be transferred in relation to the total area of the said Township which is capable of being serviced with rail siding facilities of the cost of maintenance and renewals of materials and any other costs or charges for which the Council may be liable to the said Administration or any third party in terms of the private sidings agreements concluded between the Council and the said Administration and the Private sidings Regulations referred to in such Agreements in respect of the railway siding facilities referred to in sub-clauses (a), (b), and (c) abovementioned.
- (iv) The Transferee as owner of the said land shall pay to the council in addition to the said purchase price a contribution of R18 446.00

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towards the initial cost to the Council of the said railway siding. Such contribution is calculated on a basis of R420,00 per acre i.e. in respect of the area of the said Erf 6793 a portion of Erf 37 Uitenhage which is now to be transferred namely 20,7505 morgen which equals 43.89197 acres;

- (v) The Transferee shall be entitled to such facilities on the said land to be transferred in the same manner as if such land were not to be consolidated as hereinafter provide with the adjoining land known as Erf 51 Uitenhage which is already registered in the Transferee's name.
- (g) No trade effluent or trade waste from the industry conducted on the said land shall be discharged into the Council's pipes or drains without the prior approval of the Council, provided however that if it can be shown by the Transferee that such effluent or waste is not likely to cause any nuisance or damage or injury to the pipes, drains, sewers or disposal works of the Council, such approval shall not be unreasonably withheld.
- (h) The Transferee shall comply with all the Building Regulations and town Planning Scheme regulations of the Municipality of Uitenhage in force at that time in respect of any buildings or structure or any portion thereof except boundary walls and fences shall be erected nearer than 7,87 metres to the street improvement line which forms a boundary of the said land, or nearer than 1,57 metres to the lateral boundary or boundaries of the said land. It is further placed on record that the Council's Town Planning Regulations provide for industrial sites only, inter alia, as follows:
 - (a) The maximum coverage in the Industrial zone shall be 75%;
 - (b) For the purpose of loading or unloading vehicles there shall be left on the site a space or spaces amounting to not less than
 - (i) 20% of the total floor area of the building.
 - (ii) 25% of the area of the site whichever is the lesser and the linear dimensions of such space or spaces shall be such that the shortest distance measured at right angles between any two sides thereof is in no case less than 7.87 metres. Such space or spaces shall have vehicular access to a street, which shall be to the satisfaction of the council and shall not be less than 4,72 meters wide and, if carried



through a building, not less than 3,15 in height. Any space left for loading and unloading in terms of this clause shall form part of the 25% envisaged in (a) above which cannot be built upon.

The Transferee shall install flush sanitation in all latrines erected on the said land and such installation which shall include lifts or pumps if necessary shall be of a type approved by the Council's engineer and shall be capable of being connected at the Transferee's sole cost and expense to the Council's sewers when such sewers are available.

- (i) (a) Simultaneously with the registration of the said transfer now to be passed, the Transferee shall apply for a Certificate of Consolidated title in respect of Erf 51 Uitenhage presently held by the Transferee under Deed of Transfer dated 24th September 1947, No 18382, together with the above described Erf 6792 Uitenhage and Erf 6793 Uitenhage to comprise or make up together Erf 6794 Uitenhage, measuring 45.5515 morgen as more fully described and shown by Diagram No 6581/1963.
 - (b) The Transferee thereafter shall not at any time subdivide the said land without the prior written consent of the Council.
 - (j) Unless the Council shall first have agreed to the contrary in writing, all buildings on the said land shall be constructed of brick, stone or concrete.
 - (k) The Transferee and the successors-in-title of the Transferee shall be bound mutatis mutandis by the foregoing conditions and all or any of such conditions may be embodied in the Transferee's Deed of Transfer and in any subsequent Deed of Transfer relative to the said land or any portion thereof.
7. As regards the land depicted by the figure j3 j4 j5 k1 on Diagram SG No 5118/2009
- A. SUBJECT to the conditions referred to in Deed of Transfer T592 dated 30 June 1876.
 - B. SUBJECT to the provisions of a Notarial Deed of Servitude, a reference whereto dated 19 June 1942 is endorsed on Deed of



Transfer T592 dated 30 June 1876, and which endorsement reads as set out in Condition B. of Component 1. above.

8. As regards the land depicted by the figure N n2 n m marked on Diagram SG No 5118/2009

A. SUBJECT to the conditions referred to in Deed of Transfer T31732/1969.

B. SUBJECT to the conditions contained in Deed of Grant dated 10 May 1922 (Uitenhage Freeholds Volume 13 No 7), reading as follows;

“Subject however to all such duties and regulations as are either already or shall in future be established with regard to such lands.”

B. SUBJECT to the following condition obtained in Deed of Transfer T31732/1969, imposed by and in favour of the Municipality of Uitenhage:

“The area in extent 11,051 square feet lettered Abba on Diagram No 9238/68 of Erf 8907 a portion of Erf 1 Uitenhage hereby conveyed shall be subject to a servitude twenty (20) feet in width in favour of the Transferor, the said MUNICIPALITY, for water and sewerage mains and the MUNICIPALITY shall be entitled to the said Servitude without payment of any compensation therefore and the MUNICIPALITY in perpetuity shall have:

- (a) The right to construct, keep and maintain water and sewerage mains on and in the said Servitude area;
- (b) The right to convey and/or store in such Servitude area by means of the said mains water and sewerage from time to time in accordance with the requirements of the MUNICIPALITY; and
- (c) The right of access to the said Servitude area at any reasonable time in order to construct, maintain, alter, remove, replace or inspect the mains and other works appertaining thereto.”

The Servitude has been noted on Diagram SG No 4385/1997 in the following manner:

“(e) The figure N n2 n m in extent 1096 square metres represents an existing Servitude Area.”

(Erf 8907 is now part of Erf 24651 Uitenhage)

(Now indicated by N n2 n m on Diagram SG No 5118/2009)



9. As regards the land depicted by the figure n1 c J K L M d e marked on Diagram SG No 5118/2009

A. SUBJECT to the conditions refereed to in Deed of Transfer T31732/69.

B. SUBJECT to the condition contained in Deed of Grant dated 10 May 1922 (Uitenhage Freeholds Volume 13 No 7), reading as follows:

"Subject however to all such duties and regulations as are either already or shall in future be established with regard to such lands.

C. SUBJECT to the Servitude referred to in the servitude endorsement, dated 19 June 1942, endorsed on said Deed of Grant dated 10 May 1922, and which endorsement reads as set out in Condition B. Component 1. above.

D. SUBJECT to the following condition contained in Deed of Transfer T31732/1969, imposed by and in favour of the Municipality of Uitenhage:

"The said Erf 8971 a portion of Erf 1 Uitenhage hereby conveyed shall be subject to a servitude twenty (20) feet in width in favour of the Transferor, the said MUNICIPALITY, for a Stormwater Drain and Sewer. The line pq on the said Diagram No 9239/68 of the said Erf 8971 a portion of Erf 1 Uitenhage represents the centre line of such Servitude and the MUNICIPALITY shall be entitled to the said Servitude without the payment of any compensation and the MUNICIPALITY in perpetuity shall have:

- (a) the right to construct, keep and maintain a Stormwater Drain and Sewer on and in the said Servitude area;
- (b) the right to convey and/or store in such Servitude area by means of the said Drain and Sewer Drainage including Stormwater and Sewage from time to time in accordance with the requirements of the MUNICIPALITY; and
- (c) the right of access to the said Servitude area at any reasonable time in order to construct, maintain, alter, remove, replace or inspect the stormwater Drain and Sewer and other works appertaining thereto."

The Servitude has been noted on the annexed Diagram Sg No 4385/1997 in the following manner.

"(c) The line rs represents the centre line of an existing Servitude Stormwater Drain 6,3 metres wide."

(Erf 8971 is now part of Erf 24651 Uitenhage)

(Now indicated by the line r s on Diagram SG No 5118/2009)

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10. As regards the land depicted by the figure c2 b a H c c3 marked on Diagram SG No 5118/2009

- A. SUBJECT to the conditions referred to in Deed of Transfer T31732/69.
- B. SUBJECT to the condition contained in Deed of Grant dated 10 MAY 1922 (Uitenhage Freeholds Volume 13 No 7) whereby the land held hereunder is subject to all such duties and regulations as are either already or shall in future be established with regard to such lands.
- C. SUBJECT to the provisions of a Notarial deed of Servitude, a reference dated 19 June 1942 is endorsed on Deed of Grant dated 10 May 1922 (Uitenhage Freeholds Volume 13 No 7) , as more fully set out in Condition B. of Component 1. above.
- D. SUBJECT to the following condition contained in Deed of Transfer T31732/69, imposed by and in favour of the Municipality of Uitenhage:

"The area in extent 20,968 square feet lettered ADda on Diagram No 9240/68 of Erf 8972 a portion of Erf 37 Uitenhage hereby conveyed shall be subject to a servitude twenty-five (25) feet in width in favour of the Transferor, the MUNICIPALITY OF UITENHAGE, without the payment of any compensation, for a Stormwater Drain and Sewer and the MUNICIPALITY in perpetuity shall have:

(a) the right to construct, keep and maintain a Stormwater Drain and Sewer on and in the said Servitude area;

(b) the right to convey and/or store in such Servitude area by means of the said Drain and Sewer Drainage including Stormwater and Sewer from time to time in accordance with the requirements of the MUNICIPALITY; and

(c) the right of access to the said Servitude area at any reasonable time in order to construct, maintain, alter, remove, replace or inspect the Stormwater Drain and Sewer and other works appertaining thereto.

The Servitude has been noted on the annexed Diagram SG No 4385/1997 in the following manner:

"(d) The figure c2 H t k in extent 2079 square metres represents an existing Servitude Area."

(Erf 8972 is now part of Erf 24651 Uitenhage)

(Now indicated by c2 H t k on Diagram SG No 5118/2009

11. As regards the land depicted by the figure A B C D u H J K L M N n2 c 3 c2 j V W X on Diagram SG 5118/2009

SUBJECT by Notarial Deed K553/79S to the following condition;

"The Property herein, i/e Erf 8984 Meas. 48.3446 ha, and the following properties namely:

- (a) Erf 4794 Despatch Meas. 4,0731 ha and
- (b) Erf 4798 Despatch Meas. 92.6127 ha

Held by T23335/79 dated this day may not, without consent of the Municipality of Uitenhage, be transferred, alienated, mortgaged, leased or otherwise dealt with separately, which condition is imposed at the instance and for the benefit of the said Municipality.

As will more fully appear from the said Notarial Deed."

12. As regards the land depicted by the figure c1 c2 c3 c4 c5 c6 c7 marked on Diagram No SG No 5118/2009

- A. SUBJECT to the conditions referred to in Deed of Transfer No T3619 dated 20 August 1891.
- B. SUBJECT FURTHER to the conditions contained in Deed of Grant dated 10 May 1982 (Uitenhage freeholds Volume 13 No 7) whereby the land held hereunder is subject to all such duties and regulations as are either already or shall in future be established with regard to such lands;
- C. SUBJECT to the terms of servitude endorsement dated 9 December 1981, endorsed on Certificate of Amended Title on consolidation No T18380/1947 reading as follows:

Remainder

By Notarial Deed of servitude of Way-Leave No K.1019/81S dated 24 th July 1981 – the Municipality of Uitenhage grants to Volkswagen of South Africa (Pty) Limited a servitude of way-leave for the purpose of conveying liquid petroleum gas by means of underground mains over the remainder of Erf 37 Uitenhage measuring 6,8832 hectares held hereunder, which servitude area is depicted by the figure A.B.C.D. on Servitude Diagram No.1057/1978 annexed to said Notarial Deed. With ancillary rights and subject to the conditions as will more fully appear from the said Notarial Deed

which Servitude has been noted on the annexed Diagram SG No 4385/1997 in the following manner:

"(f) the figure s1 s2 s3 n1 represents an existing Servitude Area."

(Now indicated by the figure s1 s2 s3 n1 on Diagram SG No 5118/2009

D. SUBJECT FURTHER to the provisions of a Notarial Deed of Servitude a reference to which dated 19 June 1942 is endorsed on Deed of Grant dated 10 May 1922 (Uitenhage Freeholds Volume 13 No 7) and which endorsement reads as set out in Condition B. of Component 1. above.

E. ENTITLED to the benefit of a servitude, a reference whereto dated the 28 December 1942, is endorsed on deed of Grant dated 10 May 1922 (Uitenhage Freeholds Volum 13 No 7) reading as follows:

"By Transfer No. 15707 dated 28/12/42 the Municipality as the owner of the Remainder of property held hereunder reserves the right to use the stormwater drain traversing Portion 16 thereby conveyed and indicated by letters H.K. on diagram thereof, subject to conditions as will more fully appear on reference to the said Deed of Transfer"

F. SUBJECT FURTHER to the following conditions contained in Deed of Transfer No T7257/1986 imposed by and enforceable by the Municipality of Uitenhage:-

(a) The Transferee or its successors-in-title shall without compensation be obliged to allow electricity cables and/or wires and main and/or other waterpipes and the sewage and drainage, including stormwater of any other erf or erven to be conveyed across the said land, if deemed necessary by the Council and in such manner and position as may from time tot time be reasonably required. This shall include the right of access to the said land by the Council at any reasonable time for the purpose of constructing, altering, removing or inspecting any works connected with the above;

(b) The Transferee or its successors-in-title shall be obliged without compensation to receive such material or permit such excavation on the said land as may be required to allow use of the full width of the abutting street and provide a safe and property slope to its bank owing to difference between the levels of the street as finally constructed and the said land, unless it elects to build retaining walls to the satisfaction of and within a period to be determined by the Council.

13 As regards the land depicted by the figure T n1 n2 P Q R S marked on Diagram SG No 5118/2009

A. SUBJECT to the conditions referred to in Deed of Transfer No. T25459/19~~bb~~.

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- B. SUBJECT to the condition contained in Deed of Grant dated 10 May 1922 (Uitenhage Freeholds Volume 13 No. 7) reading as follows:

"Subject however to all such duties and regulations as are either already or shall in future be established with regard to such lands."

- C. SUBJECT to the condition contained in Deed of Transfer No. T25459/1993 that the Municipality of Uitenhage shall be entitled to a Servitude of Right-of-way and Use 80 Cape Feet wide in respect of existing and future Municipal services over and on the area indicated by the figure b B C c on diagram Sg No 2933/66 with the right of access thereto at all times and the Transferee and its successors in title to Erf 8100 shall not be entitled to erect buildings or structures over the said servitude area or otherwise to encumber such servitude area or any portion thereof without the prior written consent of the Municipality of Uitenhage.

Which Servitude has been noted on the annexed Diagram SG No 4385/1997 in the following manner:

"(g) The figure x n1 n2 P Q R S y represents an existing Servitude right of Way."

(the land depicted by the figure marked T n1 n2 P Q R S on Diagram SG No 4385/1997 was part of Erf 8100 Uitenhage)
(Now indicated by x n1 n2 P Q R S y on Diagram SG No 5118/2009

- D. SUBJECT to the following condition imposed by the Municipality of Port Elizabeth when approving the subdivision and contained in the aforesaid Deed of Transfer T.

The figure ABpq on said Diagram 4384/97 shall be a servitude area in favour of the Municipality of Port Elizabeth

- 14 As regards the land depicted by the figure H k1 p4 marked on Diagram SG No 5118/2009

- A. SUBJECT to the conditions contained in Deed of Grant dated 10 May 1922 (Uitenhage Freeholds Vol. 13 no. 7) whereby the land held hereunder is subject to all such duties and regulations as are either already or shall in future be established with regard to such lands.
- B. ENTITLED to the benefit of a Servitude, a reference whereto dated 28th December, 1942, is endorsed on the Grant dated 10th May 1922 (Uitenhage Freeholds Vol. 13 No. 7) reading as follows:

"BY Transfer No. 15707 dated 28.12.42, the Municipality as the owner of Remainder of property held hereunder reserves the right to use the stormwater drain traversing Portion 16 thereby conveyed and indicated by letters H.K. on diagram thereof, subject to the conditions as will more fully appear on reference to the said Deed of Transfer.

15. As regards the land depicted by the figure j3 p6 p5 k1 on Diagram SG No 5118/2009

A. SUBJECT to the conditions referred to in Deed of Transfer No. 592 dated 30 June 1876.

B. SUBJECT to the provisions of a Notarial Deed of Servitude a reference where to dated 19 June, 1942, is endorsed on Deed of Transfer No 592/1876 as more fully set out in Condition B. of Component 1. above.

- 16 As regards the land depicted by the figure h2 p8 p7 j2 on Diagram SG No 5118/2009

A. SUBJECT to the conditions referred to in Deed of Grant No. 130/47 registered on 24th September, 1947.

B. Not subject to condition 16.B. on page 16 of Certificate of Consolidated Title No T107723/1998 by virtue of Section 53 of the Mining titles Registration Amendment Act 24 of 2003.

17. As regards the land depicted by the figure u p1 p8 h2 marked on Diagram SG No 5118/2009

SUBJECT to the conditions referred to in Deed of Transfer No T3619 dated 20th August 1981

- 18 .As regards the land depicted by the figure p1 E p2 p3 p4 p5 on Diagram SG No 5118/2009

A. Not subject to condition 18.A. on page 16 of Certificate of Consolidated Title No T107723/1998 by virtue of Section 53 of the Mining titles Registration Amendment Act 24 of 2003.

B. SUBJECT to the terms of a servitude endorsement dated 19 December 1980 on Deed of Grant No 5651/81980 dated 2

November 1979 and registered on 7 March 1980 reading as follows:

"By Notarial Deed of Servitude No. K21/81 dated 27.3.80 and registered this day, the within property measuring 4881 square metres is subject to a servitude of perpetual aqueduct in favour of portion 3 (a portion of portion 2) of the farm Cuyler Manor No. 320 measuring 5265 square metres held by Deed of Transfer No. 4240/62 and the remaining extent of portion 2 (the Meadows) of the farm Cuyler Manor No. 320 measuring 555,1086 hectares held by deed of Transfer No. 2537 dated 13.2.1967 the route of which servitudes is in accordance with the lines a.b. on diagram 4355/76 annexed to Deed of Grant T5651/80 dated 2 November 1979 and registered the 7 March 1980 and the lines a.b. on diagram 4359/76 annexed to T50485/80 dated this day, whereby the lines a.b. and a.b. represent the middle of a water furrow servitude 9.45 metres wide together with ancillary rights as will more fully appear from the said notarial deed."

(Now indicated by lines p v and v w on Diagram SG No 5118/2009

19. As regards the land depicted by the figure p2 F G p3 on Diagram SG No 5118/2009

A. SUBJECT to the conditions referred to in Deed of Partition Transfer No. T6701/1936.

B. SUBJECT to the servitude referred to in the endorsement dated 25 February, 1929 on Deed of Transfer No. T252/1926, reading:

"By Notarial Deed dd 1 Feb. 1929 the Council of the Municipality of Port Elizabeth has acquired in perpetuity

(1) the right to convey electricity by means of cables and/or wires over or under the remainder of the property held under Para. 1 hereof and

(2) a certain right of way 6.30 metres wide over such remainder along the route of such overhead or underground cables ect.

With certain other rights incidental to this servitude, subject to the conditions as will more fully appear on reference to the copy and diagram annexed hereto."

C. ENTITLED to the benefit of the Servitude referred to in the endorsement dated 27 June 1949 on Deed of partition Transfer No. T6701/1936, reading:-

"by Not. Deed No. 241 dated 18.5.1949 ptn 37 (Ptn of Lot D) of the Farm Cuyler Manor held under D.T. 10588/1949 is made subject to certain restrictions relating to subdivision i.f.o. the owner of Remainder held under Para 2 hereof, as will more fully appear on reference to the copy annexed hereto."

- D. SUBJECT to the Servitude referred to in the endorsement dated 8 July 1965 on deed of Partition Transfer No. T6701/1936, reading as follows:

"By Notarial Deed No. 389/65 dated 22/5/1964 the restriction of riparian water rights, if any, held by the properties under Paras 1 and 2 hereof together with portion of Cuyler Manor A, measuring 714,2400 Mgn. Held by t6702/1936 against Lot C of Cuyler Manor measuring 5,0026 Mgn held under T11729/53 has been cancelled so that the said Lot C may enjoy whatever riparian water rights it may be entitled to, as if the restriction against said Lot C has not been imposed. As will more fully appear from said Notarial Deed."

- E. SUBJECT to the Servitude referred to in the endorsement dated 8 July 1965 on Deed of Partition Transfer No. T6701/1936, reading as follows;

"By Notarial Deed No. 390/65 dated 22/5/1964 the restriction of riparian water rights, if any, held by the properties under Paras 1 and 2 herein together with portion of Cuyler Manor A, measuring 714,2400 Mgn held by T6702/1936 against Lot E of Cuyler Manor measuring 17,4933 Mgn held under Para 1 of T4240/1962, has been cancelled so that the said Lot E may enjoy whatever riparian water rights it may be entitled to, as if the restriction against said Lot E has not been imposed. As will more fully appear from said Notarial deed."

- F. SUBJECT to the terms of a servitude endorsement dated 19 December 1980 on Deed of Transfer No. T50487/1980 reading as follows:

"By Notarial deed of Servitude No. K21/81s dated 27.3.80 and registered this day the within property measuring 2.0223 hectares is subject to a servitude of perpetual aqueduct in favour of portion 3 (a portion of portion 2) of the farm Cuyler Manor No 320 measuring 5265 square metres held by Deed of Transfer No. 4240/62 dated 4.4.62 and the remaining extent of portion 2 (The Meadows) of the Farm Cuyler Manor No. 320 measuring 555,1086 hectares held by Deed of Transfer No. 2537 dated 13.2.1967 the route of which servitude is in accordance with the lines a.b. on diagram 4355/76 annexed to

Deed of Grant T5651/80 dated 2 November 1979 and registered the 7 March 1980 and the lines a.b. on diagram 4359/76 annexed to T50485/80 dated this day whereby the line a.b and a.b. represent the middle of a water furrow servitude 9,45 metres wide together with ancillary rights as will more fully appear from the said notarial deed."

(Now indicated by line pv and vw on Diagram SG No 5118/2009

20. As regards the land depicted by the figure x1 c1 c7 c6 c5 c4 n1 w1 on Diagram SG No 5118/2009

- A. SUBJECT to the conditions referred to in Deed of Transfer No. T3619/1891 dated 20 August 1891.
- B. SUBJECT FURTHER to the conditions contained in Deed of Grant dated 10 May 1922 (Uitenhage Freeholds Volume 13 Folio 7) whereby the land held hereunder is subject to all such duties and regulations as are either already or shall in future be established with regard to such lands.
- C. ENTITLED to the benefit of a servitude to which a reference dated 28 December 1942, is endorsed on Deed of Grant dated 10 May 1922 (Uitenhage Freeholds volume 13 folio 7) reading as follows:-

"By Transfer No. 15707 dated 28.12.42, the Municipality as the owner of Remainder of property held hereunder reserves the right to use the stormwater drain traversing Portion 16 thereby conveyed and indicated by letters H.K. on diagram thereof, subject to conditions as will more fully appear on reference to the said Deed of Transfer."

- D. ENTITLED to the benefit of the following servitude created in the aforesaid Deed of Transfer T.

"By Notarial Deed of Servitude of Way-Leave No. K 1019/1981s dated 24 July 1981, the Municipality of Uitenhage grants to Volkswagen of South Africa (Proprietary) Limited a Servitude of Way-Leave for the purpose of conveying Liquid Petroleum gas by means of underground mains over the Remainder of Erf 37 Uitenhage, in extent 6,7986 hectares, held by Certificate of Amended Title of Consolidated No T18380/1947 which servitude area is depicted by the figure A.B.C.D. on Servitude diagram No 1057/1978 annexed to said Notarial Deed.

(which servitude is depicted by the figure s1 s2 s3 n 1 on Diagram 4383/97 annexed to Deed of Transfer T.

(Now indicated by figure s1 s2 s3 n1 on Diagram SG No 5118/2009

21. As regards to the land depicted by the figure Vx1 w1 U on Diagram SG No 5118/2009

A. Subject to the conditions contained in Grant dated 10th May 1922 (Uitenhage Freehold Volume 13 No 7) whereby the land held hereunder is subject to all such duties and regulations as are either already or shall in future be established with regard to such lands.

B. Subject to the provisions of a Notarial Deed of Servitude, a reference to which dated 19th June 1942, is endorsed on the aforesaid Grant reading as follows:-

"By Notarial Deed No. 113/1942, dated 3.2.1942, the owner of the property held hereunder has granted to the owners, and their successors in title of the property held under Deed of Transfer No . 6702/1936 and Paragraph 1 of Deed of Transfer 6701/1936 respectively, a perpetual Servitude of aqueduct 30 Cape feet wide, together with certain ancillary rights over the property held hereunder subject to conditions as will more fully appear on reference to the said Notarial Deed."

C. Entitled to the benefit of a Servitude, a reference whereto dated 28th December, 1942, is endorsed on the aforesaid Grant, reading as follows:-

"By Transfer No. 15707 dated 28.12.42, the Municipality as the owner of Remainder of property held hereunder reserves the right to use the stormwater drain traversing Portion 16 thereby conveyed and indicated by letters H.K. on diagram thereof, subject to conditions as will more fully appear on reference to the said Deed of Transfer."

D. By Notarial Deed of Servitude of Way-Leave No K1019/1981S dated 24 July 1981 the Municipality of Uitenhage grants to Volkswagen of South Africa (Pty) Ltd a servitude of way-leave for the purpose of conveying liquid petroleum gas by means of underground mains over the remainder of Erf 37 Uitenhage meas. 6,8832 Ha held hereunder, which servitude area is depicted by the figure A.B.C.D on servitude Diagram 1057/1978 annexed to said Notarial Deed.

With ancillary rights and subject to the conditions as will more fully appear from the said Notarial Deed.

- E. SUBJECT as contained in Deed of Transfer No T to a 10 metre wide servitude for municipal services in favour of the Nelson Mandela Bay Metropolitan Municipality; the northern boundary of the said servitude indicated by the line AB on Diagram SG No 5117/2009.

(Now indicated by the line V x1 on Diagram SG No 5118/2009)

A handwritten signature or mark, possibly a stylized '9' or a cursive 'f', located at the bottom right of the page.

AND THAT by virtue of these presents, the said

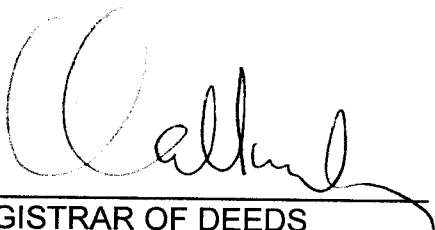
VOLKSWAGEN OF SOUTH AFRICA (PROPRIETARY) LIMITED
REGISTRATION NUMBER 1946/023458/07

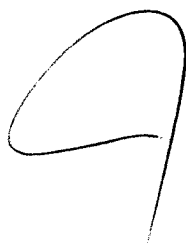
their successors in Title, Administrators or Assigns

now is and henceforth shall be entitled thereto, conformably to local custom, the State, however reserving its rights.

IN WITNESS WHEREOF, I the said Registrar, together with the Appearer, have subscribed to these presents, and have caused the Seal of Office to be affixed thereto.

THUS DONE and EXECUTED at the Office of the Registrar of Deeds at Cape Town on 24 November 2010

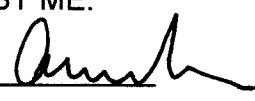


REGISTRAR OF DEEDS

①
1-3-4-5
COUNTERSIGNED BY ME

Conveyancer
LUBBE JS

PREPARED BY ME:


ATTORNEY,
LE ROUX, A.P.

APPLICATION FOR THE ISSUE OF A CERTIFICATE OF CONSOLIDATED
TITLE IN TERMS OF SECTION 40 OF ACT 47 OF 1937

I, the undersigned, CHRISTOPHER GORDON GLOVER in my capacity as an
Officer, acting for and on behalf of VOLKSWAGEN OF SOUTH AFRICA
(PROPRIETARY) LIMITED, REGISTRATION NUMBER 1946/023458/07, duly
authorized thereto by a Resolution

do hereby make an application to the Registrar of Deeds at CAPE TOWN for the
issue of a Certificate of Consolidated Title in terms of Section 40 of Act 47 of
1937 in favour of

VOLKSWAGEN OF SOUTH AFRICA (PROPRIETARY) LIMITED
REGISTRATION NUMBER 1946/023458/07

in respect of the following properties, namely :

1. ERF 29200 A PORTION OF ERF 37 UITENHAGE IN NELSON
MANDELA BAY METROPOLITAN MUNICIPALITY, DIVISION OF
UITENHAGE, EASTERN CAPE PROVINCE;

IN EXTENT: ONE COMMA SEVEN FOUR SIX SIX (1,7466)
HECTARES;

HELD BY DEED OF TRANSFER NO T







-2-

2. ERF 24651 UITENHAGE IN NELSON MANDELA BAY
METROPOLITAN MUNICIPALITY, DIVISION OF UITENHAGE,
EASTERN CAPE PROVINCE;

IN EXTENT: FIVE NOUGHT COMMA NOUGHT NINE ONE TWO
(50,0912)HECTARAES;

HELD BY CERTIFICATE OF CONSOLIDATED TITLE NO T 107723/1998.

and which properties have been consolidated into the property known as :

ERF 29201 UITENHAGE IN NELSON MANDELA BAY METROPOLITAN
MUNICIPALITY, DIVISION OF UITENHAGE, EASTERN CAPE PROVINCE;

IN EXTENT: FIVE ONE COMMA EIGHT THREE SEVEN EIGHT (51,8378)
HECTARES;

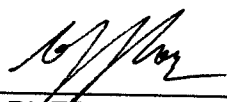
INDICATED ON CONSOLIDATED DIAGRAM S.G. NO. 5118/2009;

GIVEN UNDER MY HAND AT Uitenhage ON THE
15th DAY OF SEPTEMBER 2010 IN THE PRESENCE OF THE
UNDERSIGNED WITNESSES:

AS WITNESSES:

1.




CHRISTOPHER GORDON GLOVER, Officer,
acting for and on behalf of VOLKSWAGEN OF
SOUTH AFRICA (PROPRIETARY) LIMITED

2.

