

WAVEPOINT SANCTUARY PROJECT

Wave Point Church NPC • WavePoint Foundation NPO

Da Gama Street, Pellsrus, Jeffreys Bay • Eastern Cape • South Africa

EXPLORATORY ENGAGEMENT MEMORANDUM

Architectural Design, Visualisation and Municipal Documentation — The WavePoint Sanctuary

Document Reference	WPS/ARCH/EM/2026/001
Date	26 May 2026
From	Wayne de Jongh — Project Facilitator, WavePoint Sanctuary
To	Mr Hannes Gouws — Director, Blackhound Enterprises (Pty) Ltd
Subject	Exploratory Engagement — Architectural Mandate for the WavePoint Sanctuary
Cross-Reference	Blackhound Fee Proposal REV00 dated 21 May 2026
Classification	Confidential — For Addressee Use Only

Dear Hannes,

1. Purpose

Thank you for your fee proposal (REV00) dated 21 May 2026. We have reviewed it carefully and believe there is a strong basis to move forward.

This memorandum is exploratory. It is not a counter-offer or a request to change pricing at this stage. Its purpose is to:

1. Provide updated project context for any revised proposal.
2. Correct two factual matters in REV00.
3. Open a discussion on the best appointment structure.

We remain guided by Proverbs 15:22 — “plans fail for lack of counsel, but with many advisers they succeed” — and would value an open conversation before either party commits.

2. Project Context

The WavePoint Sanctuary is a 3,450 m² community centre on Portion 14 of Farm 335, Da Gama Street, Pellsrus, Jeffreys Bay. Key elements include:

- 1,000-seat auditorium (750 ground floor + 250 balcony)
- Gross floor area: 3,450 m² across three levels
- 250 parking bays
- Total project investment: R 46.93 million (Rev 5, price-verified December 2025) *Order of Cost Estimate at concept design stage, subject to refinement through detailed design development, formal cost planning and final Bill of Quantities* A full copy of the Rev 5 project document (WPC/COMP/2026/005) is available on request.

3. Matters to Correct in REV00

Two factual corrections are needed.

3.1 Province

The site is in the Eastern Cape (Kouga Local Municipality), not the Western Cape.

3.2 Property Description

The correct legal description is Lot No. 1 of the Farm Klein Zeekoe Rivier en Zeekoe Rivier Hoek (Portion 14 of Farm 335), Division of Humansdorp, held under Transportakte No. 23194/1968. The distinction between an erf and a farm portion engages different administrative pathways under the Deeds Registries Act 47 of 1937 and the Kouga Land Use Scheme 2021, and accuracy here will matter for the municipal submission.

These should be updated in any revised proposal.

4. Appointment Structure

We would value your view on the preferred contracting route. Two options are open, and we are genuinely open as between them.

4.1 Option A — Direct Appointment

Contracting party: WavePoint Sanctuary PropCo (RF) (Pty) Ltd, or Wave Point Foundation NPO as interim. Fees paid from the WavePoint capital budget. This is the conventional posture, well understood on both sides.

4.2 Option B — Appointment via Third Lens Corporation

Contracting party: Third Lens Corporation, our international project finance lead and donor-advised fund (DAF) capital intermediation partner. The appointment letter, fee schedule and payment terms would run between Blackhound and Third Lens directly, with fees drawn against the structured project finance facility rather than against WavePoint’s current-period capital budget.

Option B is common in development-finance-led projects internationally. Its practical effect is to give Blackhound payment certainty backed by an international institution’s capital schedule, and to align the architectural draw with the broader funding rhythm of the project.

4.3 Comparison at a Glance

The two routes compared across the dimensions likely to matter most:

Dimension	Option A — Direct WavePoint	Option B — via Third Lens
Contracting principal	WavePoint Sanctuary PropCo (RF) (Pty) Ltd on registration; interim contracting via Wave Point Foundation NPO.	Third Lens Corporation, as international project finance lead and DAF capital intermediation partner.
Source of fees	WavePoint capital budget; drawn against the professional fees line in the Rev 5 budget.	Structured project finance facility; treated as a financed project cost rather than current-period expense.
Payment certainty	Staged against project cash inflow — acceptable, but timing-linked to the capital campaign rhythm.	Backed by an international finance institution’s capital schedule; independent of WavePoint’s short-cycle cash position.
PI and copyright	Direct PI line between Blackhound and the WavePoint contracting entity. Standard.	PI flows to Third Lens as contracting principal, with use-licence granted to WavePoint for the Sanctuary site.
Practical effect	Familiar bilateral client-architect engagement on Blackhound’s standard terms.	Engagement with an international institutional counterparty; familiar to firms working in development-finance-led projects.

Both options are commercially workable. We would value your preference at this exploratory stage before either side invests further in structuring the engagement.

5. Additional Matters for Discussion

5.1 SPLUMA Consent Use

Please confirm whether Blackhound will provide the supporting design documentation required by the registered town planner handling the SPLUMA Consent Use application, and at what handover format. The application itself sits outside Blackhound's scope per clause 1.7 of REV00.

5.2 Construction-Phase Services

We would value an indicative approach and fee methodology for construction-phase architectural services, so that the total architectural exposure across the project life can be modelled into the Rev 5 framework.

5.3 Structural Engineering

The Rev 5 design (raked balcony, rooftop pavilion, vertical circulation) requires early structural design integration. We would value an early conversation on whether the structural engineer is to be appointed directly by the client or as a sub-consultant through Blackhound.

6. Proposed Next Steps

4. A working call (with WavePoint, Third Lens, and Blackhound) to discuss the appointment structure, scope clarifications, and the payment schedule — including the staging of fees, the deposit treatment, and how Blackhound's milestone payments would align with the project finance draw schedule under Option B (or the WavePoint capital draw schedule under Option A).
5. Issuance of a revised proposal (REV01) incorporating the corrections, the agreed appointment structure, and the agreed payment schedule.
6. Formal engagement letter, on a bilateral or tripartite basis, once the route is confirmed.

We are happy to pause the 30-day validity period of REV00 while these matters are discussed.

7. Closing

We believe Blackhound is well placed to deliver excellent work on this project. We look forward to your thoughts and to speaking soon. Please let me know a convenient time for a call in the coming fortnight.

Yours sincerely,

Wayne de Jongh

Project Facilitator

The WavePoint Sanctuary

for and on behalf of Wave Point Church NPC and WavePoint Foundation NPO

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