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# SIXTH ADDENDUM TO THE WATER SERVICE DELIVERY AGREEMENT

## 1. Parties

The parties to this fourth addendum are:

- 1.1 the West Coast District Municipality ("**District Municipality**");
- 1.2 the Swartland Municipality;
- 1.3 the Bergrivier Municipality; and
- 1.4 the Saldanha Bay Municipality (the parties in 1.2 to 1.4 collectively the "**Local Municipalities**"),

(Each a "**Party**" and collectively the "**Parties**").

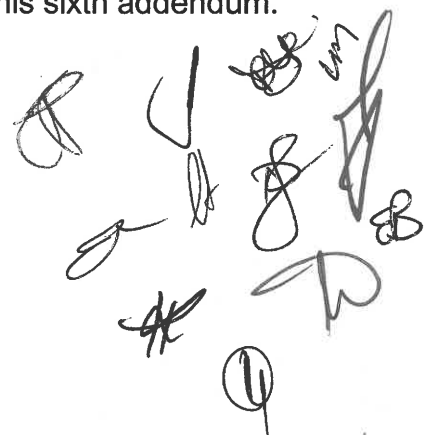
## 2. Introduction

- 2.1 The District Municipality and the Local Municipalities previously entered into the following agreements:

- 2.1.1 a written service delivery agreement on or about 15 July 2006 ("**Original Agreement**"); and
- 2.1.2 a written addendum to the Original Agreement entitled "Addendum to the Service Delivery Agreement, on or about 23 June 2016 ("**First Addendum**"),
- 2.1.3 a written second addendum to the Original Agreement entitled "Second Addendum to the Service Delivery Agreement", on or about 23 May 2017 ("**Second Addendum**").
- 2.1.4 a written third addendum to the Original Agreement entitled "Third Addendum to the Service Delivery Agreement", on or about 20 June 2019 ("**Third Addendum**").
- 2.1.5 a written fourth addendum to the Original Agreement entitled "Fourth Addendum to the Service Delivery Agreement", on or about 11 June 2020 ("**Fourth Addendum**").
- 2.1.6 a written fifth addendum to the Original Agreement entitled "Fifth Addendum to the Service Delivery Agreement", on or about 24 May 2022 ("**Fourth Addendum**").

(The Original Agreement as amended by the First, Second, Third, Fourth and Fifth Addendums hereinafter referred to as the "**Agreement**").

- 2.2 The District Municipality and the Local Municipalities wish to amend the Agreement further on the terms and conditions set out in this sixth addendum.

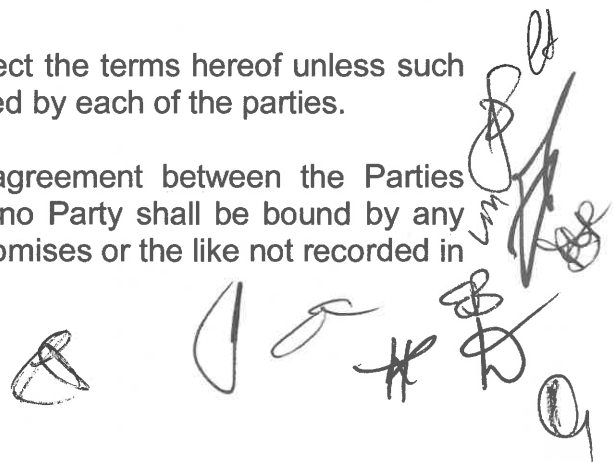


### 3. Amendment

- 3.1 The Agreement is hereby amended by deletion of "5% (*five percent*)" in the first line of clause 5.3 and replacing it with "6.26% (*six point two six percent*)".
- 3.2 The Agreement is hereby amended by deletion of the text "16 (*sixteen*)" in the second line of clause 7.1 and replacing it with "20 (*twenty*) years".
- 3.3 The Agreement is hereby amended by deletion of clause 8.6.2.
- 3.4 The Agreement is hereby amended by deletion of the text "*and upgrade*" in the first line; and "*or upgrading*" in the seventh line; and "*and upgrading*" in the tenth line of clause 8.6.3.
- 3.5 The Agreement is hereby amended by deletion of "*Schedule C*" in the third line of clause 8.6.4 and replacing it with "*the asset register of the District Municipality insofar as it relates to the water services*".
- 3.6 The Agreement is hereby amended by deletion of "5 (*five percent*)" in the fourth line of clause 10.1 and replacing it with "6.26% (*six point two six percent*)".
- 3.7 That consumers whom receive water directly from and get billed for it by the West Coast District Municipality be further phased out over time commencing 1 July 2022.
- 3.8 That a joint water allocation application be made by the West Coast District Municipality on behalf of the water services authorities been Bergrivier, Saldanha and Swartland Municipalities to the Department of Water and Sanitation.
- 3.9 That regular consultation and report back be done to the Water Monitoring Committee on the costing model.

### 4. General

- 4.1 Words and phrases defined in the Agreement bear corresponding meanings in the first, second, third, fourth and fifth addendum, unless clearly inconsistent with or otherwise defined in this sixth addendum.
- 4.2 Save as amended in terms of this sixth addendum, the provisions of the Agreement shall remain unchanged and binding upon the Parties.
- 4.3 In the event of a conflict between the provisions of this sixth addendum and the Agreement, the provisions of this sixth addendum shall take precedence and be duly implemented by the Parties.
- 4.4 No variation of this sixth addendum shall affect the terms hereof unless such variation shall be reduced to writing and signed by each of the parties.
- 4.5 This sixth addendum contains the entire agreement between the Parties relating to the matters recorded herein and no Party shall be bound by any undertakings, representations, warranties, promises or the like not recorded in this sixth addendum.

A cluster of handwritten signatures and initials in black ink, located at the bottom right of the page. The signatures are stylized and overlapping, appearing to be from multiple individuals. Some initials are clearly legible, such as 'J', 'H', and 'D', while others are more abstract scribbles.

4.6 This sixth addendum may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one Instrument.

Signed at Moorreesburg on 7 August 2025.

Witness for **WEST COAST DISTRICT MUNICIPALITY**

1. [Signature] .....  
2. [Signature] .....  
Duly authorised and warranting such authority

Signed at Moorreesburg on 07 August 2025

Witness for **SALDANHA BAY MUNICIPALITY**

1. [Signature] .....  
2. [Signature] .....  
Duly authorised and warranting such authority

Signed at MOORREESBURG on 7 August 2025

Witness for **SWARTLAND MUNICIPALITY**

1. [Signature] .....  
2. [Signature] .....  
Duly authorised and warranting such authority

Signed at Moorreesburg on 7 August 2025.

Witness for **BERGRIVIER MUNICIPALITY**

1. [Signature] .....  
2. [Signature] .....  
Duly authorised and warranting such authority