

15 July 2019

IOTC CIRCULAR 2019-32

Dear Sir/Madam

VESSELS CHARTERING IN THE IOTC AREA OF COMPETENCE

Pursuant to paragraph 5 of IOTC Resolution 18/10, please find attached documents which I have received in relation to vessel chartering in the IOTC area of competence. The documents submitted by Japan (requirement under paragraph 4.2), as flag Contracting Party, are presented in Annex 1 and the documents submitted by South Africa (requirement under paragraph 4.1), as chartering Contracting Party, are presented in Annex 2.

Yours sincerely



Christopher O'Brien
Executive Secretary

Attachments:

- Annex 1: information and documents submitted by Japan.
- Annex 2: information and documents submitted by South Africa.

Distribution

IOTC Contracting Parties: Australia, Bangladesh, China, Comoros, Eritrea, European Union, France (Territories), Guinea, India, Indonesia, Iran (Islamic Rep of), Japan, Kenya, Rep. of Korea, Madagascar, Malaysia, Maldives, Mauritius, Mozambique, Oman, Pakistan, Philippines, Seychelles, Sierra Leone, Somalia, South Africa, Sri Lanka, Sudan, United Rep. of Tanzania, Thailand, United Kingdom (OT), Yemen. **Cooperating Non-Contracting Parties:** Liberia, Senegal.
Intergovernmental Organisations, Non-Governmental Organisations. Chairperson IOTC. Copy to: FAO Headquarters, FAO Representatives to CPCs.

This message has been transmitted by email only

TRANSLATION

Document No. : 30 水管第 2263 号
Date (2019/01/21)

To. FUKUSEKI MARU CO., LTD
Representative Director, Tokuichi NISHIKAWA

Director-General
Fisheries Agency of Japan

Confirmation of vessel Exportation

Regarding above captioned matter application dated on 2019/01/10, the permit is granted as below, based on Exportation Precaution Statement section 30 No.15 dated on 2018/06/11.

Details

- | | | |
|------------------------------|---|---------------------------------------------------------------------------------------------------|
| 1. Importing country | : | Republic of South Africa |
| address | : | 22 Old Mill Street Unit 7B, Old Mill Business Park Ndabeni, Cape Town Republic of South Africa |
| Name | : | Tuna South Africa (Pty) Ltd. |
| 2. Name of vessel | : | FUKUSEKI MARU No. 31 |
| 3. Registration number | : | S01-1155 |
| 4. Name of owner | : | FUKUSEKI MARU CO., LTD |
| 5. Type of fishing/gear | : | Tuna Longline |
| 6. GRT & material | : | 379MT, Steel |
| 7. Use and targeting species | : | Tuna longline fishing |
| Targeting Species | : | Tunas and other fish of by-catch |

*(necessary to fill below in case of chartering)

- | | | |
|----------------------|---|-------------------------------------|
| 8. Chartering period | : | From approval date to 31 Dec., 2019 |
|----------------------|---|-------------------------------------|

TRANSLATION

30 水管第 2807 号
Date (2019/3/20)

To. KANZAKI SUISAN CO., LTD
Representative Director, Hideto UETAKE

Director-General
Fisheries Agency of Japan

Confirmation of vessel Exportation

Regarding above captioned matter application dated on 2019/3/15, the permit is granted as below, based on Exportation Precaution Statement section 30 No. 15 dated on 2018/06/11.

Details

1. Importing country : Republic of South Africa
address : 22 Old Mill Street Unit 7B, Old Mill Business Park Ndabeni,
Cape Town Republic of South Africa
Name : Tuna South Africa (Pty) Ltd.
2. Name of vessel : KOEI MARU No. 1
3. Registration number : KG1-1
4. Name of owner : KANZAKI SUISAN CO., LTD
5. Type of fishing/gear : Tuna Longline
6. GRT & material : 399MT, Steel
7. Use and targeting species : Tuna longline fishing
Targeting Species : Tunas and other fish of by-catch

*(necessary to fill below in case of chartering)

8. Chartering period : From approval date to 31 Dec., 2019

TRANSLATION

30 水管第 2808 号
Date (2019/3/20)

To. KANZAKI SUISAN CO., LTD
Representative Director, Hideto UETAKE

Director-General
Fisheries Agency of Japan

Confirmation of vessel Exportation

Regarding above captioned matter application dated on 2019/3/15, the permit is granted as below, based on Exportation Precaution Statement section 30 No. 15 dated on 2018/06/11.

Details

- | | | |
|------------------------------|---|---------------------------------------------------------------------------------------------------|
| 1. Importing country | : | Republic of South Africa |
| address | : | 22 Old Mill Street Unit 7B, Old Mill Business Park Ndabeni, Cape Town Republic of South Africa |
| Name | : | Tuna South Africa (Pty) Ltd. |
| 2. Name of vessel | : | KOEI MARU No. 88 |
| 3. Registration number | : | KG1-888 |
| 4. Name of owner | : | KANZAKI SUISAN CO., LTD |
| 5. Type of fishing/gear | : | Tuna Longline |
| 6. GRT & material | : | 395MT, Steel |
| 7. Use and targeting species | : | Tuna longline fishing |
| Targeting Species | : | Tunas and other fish of by-catch |

*(necessary to fill below in case of chartering)

- | | | |
|----------------------|---|-------------------------------------|
| 8. Chartering period | : | From approval date to 31 Dec., 2019 |
|----------------------|---|-------------------------------------|

Attachment B

Fishery authority of Japan will:

- a. record all the catches by the chartered vessels,
- b. monitor the landing of all the catches by the chartered vessels and provide the results and relevant data to South Africa,
- c. provide the following information to the IOTC Secretariat, (paragraph 4.2 of the Resolution),
 - i) its consent to the chartering arrangement;
 - ii) the measures adopted by Japanese side to implement the provisions;and
- d. inform the IOTC Secretariat of the start, suspension, resumption and termination of the fishing operations under the chartering arrangement, (paragraph 6 of the Resolution).

9th July, 2019

In accordance with the paragraph 4.2 c) of Resolution 18/10 (On vessel chartering in the IOTC Area of Competence), Fisheries Agency of JAPAN agrees to comply with IOTC Conservation Management Measures regarding a chartering vessel as follows;

Details

- | | |
|--------------------------------------------------|---------------------------------------------------------------------------------------------------|
| 1. Importing country | : Republic of South Africa |
| Address | 22 Old Mill Street Unit 7B, Old Mill Business Park Ndabeni, Cape Town Republic of South Africa |
| Name | Tuna South Africa (Pty) Ltd. |
| 2. Name of vessel | : FUKUSEKI MARU No. 31 |
| 3. Registration number | : SO1-1155 |
| 4. Name of owner | : FUKUSEKI MARU CO.,LTD |
| 5. Type of fishing/gear | : Tuna Longline |
| 6. GRT & material | : 379MT, Steel |
| 7. Use and targeting species | : Tuna longline fishing |
| Targeting Species | : Tunas and other fish of by-catch |
| *(necessary to fill below in case of chartering) | |
| 8. Chartering period | : From approval date to 31 Dec., 2019 |

9th July, 2019

In accordance with the paragraph 4.2 c) of Resolution 18/10 (On vessel chartering in the IOTC Area of Competence), Fisheries Agency of JAPAN agrees to comply with IOTC Conservation Management Measures regarding a chartering vessel as follows;

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|--------------------------------------------------|---------------------------------------------------------------------------------------------------|
| 1. Importing country | : Republic of South Africa |
| Address | 22 Old Mill Street Unit 7B, Old Mill Business Park Ndabeni, Cape Town Republic of South Africa |
| Name | Tuna South Africa (Pty) Ltd. |
| 2. Name of vessel | : KOEI MARU No. 1 |
| 3. Registration number | : KG1-1 |
| 4. Name of owner | : KANZAKI SUISAN CO.,LTD |
| 5. Type of fishing/gear | : Tuna Longline |
| 6. GRT & material | : 399MT, Steel |
| 7. Use and targeting species | : Tuna longline fishing |
| Targeting Species | : Tunas and other fish of by-catch |
| *(necessary to fill below in case of chartering) | |
| 8. Chartering period | : From approval date to 31 Dec., 2019 |

9th July, 2019

In accordance with the paragraph 4.2 c) of Resolution 18/10 (On vessel chartering in the IOTC Area of Competence), Fisheries Agency of JAPAN agrees to comply with IOTC Conservation Management Measures regarding a chartering vessel as follows;

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| 1. Importing country | : Republic of South Africa |
| Address | 22 Old Mill Street Unit 7B, Old Mill Business Park Ndabeni, Cape Town Republic of South Africa |
| Name | Tuna South Africa (Pty) Ltd. |
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| 4. Name of owner | : KANZAKI SUISAN CO.,LTD |
| 5. Type of fishing/gear | : Tuna Longline |
| 6. GRT & material | : 395MT, Steel |
| 7. Use and targeting species | : Tuna longline fishing |
| Targeting Species | : Tunas and other fish of by-catch |
| *(necessary to fill below in case of chartering) | |
| 8. Chartering period | : From approval date to 31 Dec., 2019 |

Annex 2: information and documents submitted by South Africa.

CP05-ChartrCP

VESSELS OPERATING UNDER CHARTERING ARRANGEMENT

**REPORTING FLAG: South
Africa**

YEAR: 2019

REPORTING AGENCY:

Deaprtment of Agriculture,

Forestry and Fisheries

ADDRESS: PO Box X2,

Vlaeberg, Cape Town,

8018

PERSON IN CHARGE: Qayiso Mketsu

TEL: +27 21 402 3048

FAX: +27 21 402 3618

EMAIL: QayisoMK@daff.gov.za

| | | | |
|-------------------------------------------------------|--------------------------------------------------------|--------------------------------------------------------------------|--------------------------------------------------------------------|
| ICCAT List number (if over 20metres) | AT000JPN00204 | AT000JPN00013 | AT000JPN00504 |
| Chartering Party | South Africa | South Africa | South Africa |
| Chartered from | Japan | Japan | Japan |
| Vessel name (Latin script) | FUKUSEKI MARU No. 31 | KOEI MARU No. 1 | KOEI MARU No. 88 |
| Vessel name (local script) | FUKUSEKI MARU No. 31 | KOEI MARU No. 1 | KOEI MARU No. 88 |
| Reg. Number | SO1-1155 | KG1-1 | KG1-888 |
| Length of vessel | 49.99 | 49.3 | 49.3 |
| Type of length | LOA | LOA | LOA |
| Type of vessel & gear | LL/LL | LL/LL | LL/LL |
| Owner name | KABUSHIKI KAISHA FUKUSEKIMARU | KANZAKI SUISAN KABUSHIKI KAISHA | KANZAKI SUISAN KABUSHIKI KAISHA |
| Owner address | 3-6- 22,NAKAMINATO,YAIZU - SHI, SHIZUOKA - JAPAN | 14, MINATO-MACHI ,ICHIKIKUSHIKINO-SHI, KAGOSHIMA-KEN - JAPAN | 14, MINATO-MACHI ,ICHIKIKUSHIKINO-SHI, KAGOSHIMA-KEN - JAPAN |
| Species | YFT,BET,ALB,SBT | YFT,BET,ALB,SBT | YFT,BET,ALB,SBT |
| Quota allocation | N/A, TAE | N/A, TAE | N/A, TAE |
| Duration of charter FROM (start date) dd/mm/yy | 24/05/2019 | 21/05/2019 | 01/06/2019 |
| Duration of charter TO (end date) dd/mm/yy | 31/12/2019 | 31/12/2019 | 31/12/2019 |
| Consent of Flag CPC attached (Yes/No) | Yes | Yes | Yes |
| Measures adopted (use additional sheets as necessary) | 13-14, 100% Observer Coverage | 13-14, 100% Observer Coverage | 13-14, 100% Observer Coverage |

MEMORANDUM OF AGREEMENT

(Relating to the appointment of an Agent, the chartering of a foreign fishing vessel and ancillary matters)

between

TUNA SOUTH AFRICA (PTY) LTD.
(Hereinafter referred to as "THE COMPANY")

and

COMBINED FISHING ENTERPRISES (PTY) LTD.
(Hereinafter referred to as a "RIGHTS HOLDER")



Dawson Edwards & Associates
P O Box 12425
Mill Street
8010

"De Hoop"
2 Vriende Street
Gardens
8001

Tel: (021) 462 4340
Fax: (021) 462 4390

| | |
|------------------------------------------------------------------------------------------------------|--------------------------------|
| CERTIFIED A TRUE COPY OF THE ORIGINAL WHERE NO VISIBLE CHANGES BY AN AUTHORISED PERSON HAS BEEN MADE | |
| SIGNATURE..... | <i>[Handwritten Signature]</i> |
| DESIGNATION:..... | <i>Director</i> |
| DATE:..... | <i>18-01-19</i> |

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RS
OK
E. [unclear]

WHEREAS:

- A) RIGHTS HOLDER the holder of long-term rights in the large pelagics (Tuna) longline sector granted to them by the Minister of Agriculture, Forestry and Fisheries in terms of the Marine Living Resources Act No. 18 of 1998; and
- B) THE COMPANY has entered negotiations with representatives of the Japanese Fisheries Association who in turn represent certain Japanese Vessel Owners ("THE VESSEL OWNERS") who own vessels that are suitable for catching tuna ("the fish") utilising the longline method and are suitably geared for such operations, and THE VESSEL OWNERS have the necessary experience and infrastructure to successfully catch, process and market the fish; and
- C) THE RIGHTS HOLDER is desirous to charter suitable foreign vessel and engage the services of THE COMPANY to contract with THE VESSEL OWNER to catch, process and market the fish on behalf of THE RIGHTS HOLDER for the period 01 February 2019 to 31 January 2020; and
- D) The parties have agreed to enter into an agreement regarding the appointment of THE COMPANY as the Agent of THE RIGHTS HOLDER and manager of the fishing activities to be conducted on THE RIGHTS HOLDER'S permit in particular regulating the charter of the vessel as well as the catching, processing and marketing of the aforesaid rights allocations; and
- E) The parties wish to record their agreement in that regard in writing which they hereby do.

CERTIFIED TRUE COPY OF THE ORIGINAL WHERE
NO VISIBLE CHANGES BY AN AUTHORISED PERSON
HAS BEEN MADE
SIGNATURE: *[Signature]*
DESIGNATION: *Director*
DATE: *15-01-19*



Dawson Edwards & Associates
Ref: 3135-MOA4
14 January 2019
Tel: (021) 462 4340

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[Handwritten initials]
[Handwritten initials]

NOW THEREFORE THE PARTIES AGREE EACH WITH THE OTHER AS FOLLOWS:

1. INTERPRETATION

- 1.1. The Clause headings in this Agreement are included for convenience only and shall be disregarded in interpreting this Agreement.
- 1.2. Unless the context clearly indicates a contrary intention, words importing:
 - 1.2.1. the singular shall include the plural and vice versa; and
 - 1.2.2. any one gender shall include the other genders; and
 - 1.2.3. natural persons include created entities (corporate or non-corporate) and vice versa.
- 1.3. If any provision in a definition in this Agreement is a substantive provision conferring rights or imposing obligations on any of the parties hereto then, notwithstanding that such substantive provision is contained in the definition's clause of this Agreement, effect shall be given to it as if it were a substantive provision in the body of this Agreement.
- 1.4. Any reference in this Agreement to a statute, regulation or other law is a reference to such law in the form in which such law exists as at the signature date and as thereafter amended, or replaced by repealing legislation, from time to time.
- 1.5. If any provision of this Agreement is in conflict or inconsistent with any law, the invalidity of any such provision shall not affect the validity of the remainder of the provisions of this Agreement.
- 1.6. Where figures are referred to in words and in numerals, the numerals shall prevail if there is any conflict between the two.



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| CERTIFIED A TRUE COPY OF THE ORIGINAL WHERE NO VISIBLE CHANGES BY AN AUTHORISED PERSON HAS BEEN MADE | |
| SIGNATURE..... | <i>[Signature]</i> |
| DESIGNATION:..... | <i>Director</i> |
| DATE:..... | <i>15.01.19</i> |

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[Handwritten initials]
A. R. S

- 1.7. When any number of days is prescribed in this Agreement, the same shall be reckoned as calendar days but exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 1.8. The expiration or termination of this Agreement shall not affect any provisions of this Agreement which expressly provide that they will operate after such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this and shall not affect the ability of the parties to enforce any right which arose prior to such termination or as result thereof.

2. DEFINITIONS

In this Agreement (including the Preamble Clause and Clause 1 above), unless inconsistent with or otherwise indicated by the context, the following terms will have the meanings assigned to them in this Clause:

- 2.1. "this Agreement" means this agreement and includes all annexures to this Agreement;
- 2.2. "THE COMPANY" means Tuna South Africa (Pty) Ltd., a company with limited liability formed and registered in accordance with the laws of South Africa with registration no.: 2007/006200/07;
- 2.3. "Business Day" means any day other than a Saturday, Sunday or proclaimed public holiday in South Africa;



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| SIGNATURE: <i>[Signature]</i> |
| DESIGNATION: <i>Director</i> |
| DATE: <i>15-01-19</i> |

B
at RS

- 2.4. **"the Fish"** means the large pelagic species (tuna) and permitted by-catch for the 2019 season that is caught utilizing THE RIGHTS HOLDER'S large pelagic longline long-term rights;
- 2.5. **"Party"** means any one of the parties to this Agreement, and "Parties" means such persons collectively;
- 2.6 **"RIGHTS HOLDER"** COMBINED FISHING ENTERPRISES (PTY) LTD (Registration No: 2016/345865/07), a company formed and registered with limited liability in accordance with the laws of the Republic of South Africa;
- 2.7. **"THE RIGHTS HOLDER'S large pelagic longline Rights"** means the right to undertake commercial large pelagic (tuna) fishing in the South African exclusive economic zone and adjacent high seas which was granted or issued to THE RIGHTS HOLDER by, or under the delegated authority of, the South African Minister of Agriculture, Forestry and Fisheries;
- 2.8. **"Signature Date"** means the date of signature of this Agreement by the last of the signatories hereto;
- 2.9. **"the Effective Date"** means 01 February 2019;



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14 January 2019
Tel: (021) 462 4340

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| SIGNATURE: | <i>[Signature]</i> |
| DESIGNATION: | <i>Director</i> |
| DATE: | <i>15.01.19</i> |

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- 2.10 "the Vessel" means the Japanese flagged large pelagics longline vessel to be chartered by THE COMPANY and utilised to catch the fish.
- 2.11 "DAFF" means The Department of Agriculture, Forestry and Fisheries: Branch: Fisheries

3. COMMENCEMENT AND TERMINATION OF THE AGREEMENT

This agreement shall commence on the effective date and continue until midnight on 31 January 2020.

4. APPOINTMENT OF THE COMPANY

- 4.1. THE RIGHTS HOLDER hereby appoints THE COMPANY as their agent to negotiate with THE VESSEL OWNERS in order to secure the charter of a suitable Japanese flagged large pelagics longline vessel and the services of the said VESSEL OWNER to undertake the catching, processing and marketing of all the fish.
- 4.2. THE COMPANY shall contract as agent for THE RIGHTS HOLDER with THE VESSEL OWNER on the basis that in signing this agreement THE RIGHTS HOLDER irrevocably commit THE RIGHTS HOLDER'S large pelagics longline Rights to THE VESSEL OWNER, alternatively THE COMPANY, for the 2019 fishing season to be caught utilising vessel chartered by THE COMPANY on behalf of THE RIGHTS HOLDER with the said vessel being under the management and control of THE VESSEL OWNER.
- 4.3. THE COMPANY acknowledges that as the agent of THE RIGHTS HOLDER and in assuming the management functions set out in this agreement it has duty of care towards THE RIGHTS HOLDER with regard to ensuring the



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| SIGNATURE: | <i>[Handwritten Signature]</i> |
| DESIGNATION: | <i>Director</i> |
| DATE: | <i>15.01.19</i> |

[Handwritten initials/signatures]

compliance with DAFF permit conditions, the Marine Living Resources Act No. 18 of 1998 (and its regulations) and any other policies or directives received from the Minister of Agriculture, Forestry and Fisheries, at all material times.

- 4.4. The scope of the mandate of THE COMPANY as the agent of THE RIGHTS HOLDER is limited to the activities specifically referred to in this agreement and THE COMPANY shall not be authorised to act, or represent itself, as the agent of the RIGHTS HOLDER for any matter not specifically referred to in this agreement.
- 4.5. THE RIGHTS HOLDER shall be permitted to terminate the appointment of THE COMPANY as their agent at any stage upon the giving of 2 (two) months written notice.

6. MANDATE OF THE COMPANY

- 5.1. THE COMPANY shall approach THE VESSEL OWNER and shall enter into a charter agreement for a suitable vessel owned by THE VESSEL OWNER for the period of this agreement, the vessel to be utilised specifically to catch the fish.
- 5.2. The vessel shall be made available for the use of catching the fish from the effective date of this agreement or as soon as practically possible thereafter.
- 5.3. The charter agreement shall be in the nature of Time Charters for the period of the agreement.
- 5.4. THE COMPANY shall be responsible for managing all aspects of the operations of the vessel relating to performance in terms of the charter agreement and the fishing operations of the vessel for the duration of this agreement. These duties are more clearly set out in clause 7 below.
- 5.5. The COMPANY shall ensure that during the charter period THE VESSEL OWNER shall be responsible for crewing the vessel and ensuring that the vessel is seaworthy and comply with all applicable South African and Japanese



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| SIGNATURE: | <i>[Handwritten Signature]</i> |
| DESIGNATION: | DIRECTOR |
| DATE: | 15-01-19 |

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legislation including but not limited to the Marine Living Resources Act, the Merchant Shipping Act and the Marine Pollution Act.

- 5.6. The COMPANY shall ensure that during the charter period THE VESSEL OWNER shall be responsible for all costs of the operation of the vessel including but not limited to P&I and H&M Insurance, crew's wages, bunkers and lubricants, harbour dues and related fees, victuals and necessaries, repairs and maintenance and any costs incurred in complying with any applicable legislation.
- 5.7. The parties hereby agree that THE COMPANY shall contract with and ensure that the fish shall be caught by THE VESSEL OWNER utilising the vessels.
- 5.8. THE RIGHTS HOLDER undertakes to apply to DAFF for permits to catch the fish nominating the vessels for the 2019 season The permit applications shall be compiled by THE COMPANY at no cost to THE RIGHTS HOLDER and THE COMPANY shall submit these permit applications to DAFF as the duly appointed agent of THE RIGHTS HOLDER. Upon presentation of these permits to THE VESSEL OWNER, THE VESSEL OWNER shall commence their catching operations.
- 5.9. It is recorded that THE COMPANY shall be responsible for monitoring THE VESSEL OWNER who shall attend to and be responsible for the management of the vessels and all catching, and processing operations conducted on board the vessel.
- 5.10. As the agreed manager of the operation of the vessel THE COMPANY undertakes to ensure that THE VESSEL OWNER shall give the following warranties:
 - 5.10.1. the vessel's documents and licenses, including but not limited to the Certificate of Registry, Safety Certificate, foreign fishing Vessel Licenses and Radio Licenses, shall at all times be valid and in order;



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14 January 2019
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| SIGNATURE: <i>[Signature]</i> |
| DESIGNATION: <i>1st of 19 DIRECTOR</i> |
| DATE: <i>15.01.19</i> |

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- 5.10.2. the vessel shall comply with all relevant legislation regarding the operation of a foreign vessel in South African waters including but not limited to the provisions of the Marine Living Resources Act and the Merchant Shipping Act;
- 5.10.3. THE VESSEL OWNER shall comply with all permit conditions as set by DAFF;
- 5.10.4. the operation of the vessel shall in no way contravene or prejudice THE RIGHTS HOLDER'S large pelagics longline rights. In the event of any such contravention through the operation of the vessel or the actions of THE VESSEL OWNER, THE VESSEL OWNER shall indemnify THE RIGHTS HOLDER for any losses or damages caused to THE RIGHTS HOLDER arising out of such contravention;
- 5.10.5. All the costs of conducting the fishing operations shall be borne by THE VESSEL OWNER and these costs shall include, but not be limited to, costs of issuing permits, vessel swap applications, fish levy payments, all vessel operational costs, crew costs, costs of complying with all applicable legislation and any penalties / fines incurred by THE VESSEL OWNER.
- 5.11. THE COMPANY shall ensure that all DAFF levy payments due on catches landed by THE VESSEL OWNER are made within a period of 30 (thirty) days of the payment of the landed fish and that THE VESSEL OWNER shall be liable for any penalties that may accrue due to late payment.
- 5.12. THE COMPANY shall allow THE RIGHTS HOLDER reasonable access to any and all documentation relating to the activities of THE COMPANY as set out in this agreement in order to allow THE RIGHTS HOLDER an opportunity to monitor and independently audit the transactions that may have taken place.
- 5.13. THE COMPANY shall ensure that it receives and maintains all documentation evidencing the catching, discharge, export and marketing of the fish caught.



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|------------------------------------------------------------------------------------------------------------|--------------------|
| CERTIFIED A TRUE COPY OF THE ORIGINAL WHERE NO VISIBLE CHANGES BY AN AUTHORISED PERSON HAS BEEN MADE | |
| SIGNATURE..... | <i>[Signature]</i> |
| DESIGNATION: | <i>DIRECTOR</i> |
| DATE: | <i>16.01.19</i> |

[Handwritten initials/signature]
AS
[Signature]

This documentation shall be available for inspection by THE RIGHTS HOLDER on request.

6. **SALE OF FISH**

- 6.1. THE COMPANY shall appoint THE VESSEL OWNER as the marketing agents of THE RIGHTS HOLDER and ensure that THE VESSEL OWNER undertake to ensure that all of the fish is sold at market related prices based on the sale of fish at Yaizu Fish Market, Yaizu, Japan.
- 6.2. THE COMPANY undertakes to ensure that THE VESSEL OWNER shall be liable for all costs of marketing the fish including all transport costs, permits required by DAFF and any customs or other fiscal duties that may be payable by THE RIGHTS HOLDER, as owners of the fish on the sale of the fish.
- 6.3. It is recorded that until such time as the fish is sold by THE VESSEL OWNER the fish remains the property of THE RIGHTS HOLDER. Once the fish is discharged from the vessel however, the risk of loss or damage shall lie with THE VESSEL OWNER
- 6.4. THE COMPANY undertakes to manage and observe all aspects of the sale of the fish and to ensure that market related prices for all fish are obtained by THE VESSEL OWNER.
- 6.5. THE COMPANY undertakes to ensure that THE VESSEL OWNER shall agree that all fish will be sold within 30 (Thirty) days of arrival in Japan, alternatively, if the fish is not sold within this stipulated time period THE VESSEL OWNER shall pay a market related price for the fish ("the interim payment") until such time as the fish is actually sold at which time the actual selling price will be determined and either an additional payment will be made to THE COMPANY in order to achieve the actual selling price or an amount will be deducted from the next payment due to THE COMPANY, as agent for THE RIGHTS HOLDER, in order to bring the interim payment into line with the actual selling price of the fish.



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Tel: (021) 462 4340

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| SIGNATURE..... | <i>[Handwritten Signature]</i> |
| DESIGNATION:..... | <i>Director</i> |
| DATE: ..15.01.19..... | |

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- 6.6. Payment shall be made by THE VESSEL OWNER to THE COMPANY on behalf of THE RIGHTS HOLDER free of set-off bank charges or any other deductions save as may be specified in this agreement within 14 (fourteen) days of the sale of the fish.
- 6.7. THE RIGHTS HOLDER, or their duly appointed nominee/s, shall have the first right of refusal to purchase all by-catch caught on their permits.

7. MANAGEMENT OF OPERATIONS

- 7.1. It is specifically recorded that THE RIGHTS HOLDER has appointed THE COMPANY in the role of Agent and independent manager to scrutinise and monitor all activities/operations performed by THE VESSEL OWNER in so far as they may relate to THE RIGHTS HOLDER and THE RIGHTS HOLDER'S large pelagics longline Rights. The duties of THE COMPANY would include but not be limited to:
 - 7.1.1. monitoring of all catching operations, including inspecting all catches and ensuring compliance with DAFF permit conditions relating to recording of catches, landing of catches, vessel operation and handling of catches;
 - 7.1.2. monitoring all marketing activities, verifying sales prices and ensuring credit risks are acceptable;
 - 7.1.3. receiving timeous payment on behalf of THE RIGHTS HOLDER;
 - 7.1.4. ensuring compliance with all permit conditions and the Marine Living Resources Act No. 18 of 1998;
 - 7.1.5. managing and ensuring levy payments to THE RIGHTS HOLDER are timeously made so that THE RIGHTS HOLDER can in turn make these payments to DAFF timeously;
 - 7.1.6. ensuring timeous payments referred to in clause 8.4 below;



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| SIGNATURE: | <i>[Handwritten Signature]</i> |
| DESIGNATION: | <i>Director</i> |
| DATE: | <i>15-01-2019</i> |

[Handwritten initials/signature]
RS

- 7.1.7. applying for all necessary permits;
 - 7.1.8. and ensuring timeous compliance with all obligations set out in this agreement.
- 7.2. The costs of the operations of THE COMPANY shall not be for the account of THE RIGHTS HOLDER but shall be borne by THE VESSEL OWNER.

8. REMUNERATION

- 8.1. THE RIGHTS HOLDER undertakes to pay THE VESSEL OWNER a charter hire fee / catching fee that is equal to 96% (Ninety Six Percent) of the gross proceeds of the sale of the fish.
- 8.2. THE COMPANY shall ensure that THE VESSEL OWNER shall guarantee that the 4% (Four Percent) of the gross proceeds of the sale of the fish, for the period of this agreement.
- 8.3. Payment shall be due by THE VESSEL OWNER within 14 (fourteen) days after the sale of the fish having regard to clause 6.5 above.
- 8.4. Owing to the fact that THE VESSEL OWNER shall be marketing the fish on behalf of THE RIGHTS HOLDER and shall as such receive the proceeds of the sale of the fish, THE RIGHTS HOLDER hereby authorises THE COMPANY who shall authorise THE VESSEL OWNER to deduct its charter hire fee/ catching fee from the proceeds of the sale before paying the balance remaining (being 4% [Four Percent] of the gross proceeds of the sale of the fish) to THE COMPANY on behalf of THE RIGHTS HOLDER.
- 8.5. THE COMPANY shall ensure compliance with clause 6.5 above.
- 8.6. THE COMPANY shall ensure that all payments due to it on behalf of THE RIGHTS HOLDER shall be made timeously and shall be made free of set off or



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| DESIGNATION:..... | <i>Director</i> |
| DATE:..... | <i>15-01-2019</i> |

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any other deductions, save for those set out above, directly into the nominated bank account of THE COMPANY.

8.7. THE COMPANY shall ensure that the guaranteed minimum payment referred to in clause 8.2 above, if applicable, shall be paid within 14 (fourteen) days of the termination of the charter/catching arrangement or 31 March 2019, whichever happens earlier.

8.8. THE RIGHTS HOLDER hereby authorises THE COMPANY to receive all funds due to THE RIGHTS HOLDER from THE VESSEL OWNER on their behalf. Thereafter THE COMPANY is authorised to make the payment to THE RIGHTS HOLDER from these funds. THE COMPANY is instructed to make these payments as soon as possible after funds are received from THE VESSEL OWNER. Upon receipt of any funds THE COMPANY shall account to THE RIGHTS HOLDER for the sums received (and any division thereof) and shall call on THE RIGHTS HOLDER to present it with valid VAT invoices for the said amounts, upon receipt of which THE COMPANY shall pay THE RIGHTS HOLDER directly into the bank accounts nominated by them.

9. **EXEMPTION**

If by any accident, blockade, labour stoppage, storm, changes in laws or regulations, acts or defaults of common carriers, equipment failure, acts of government and government officials, or acts of God or the public enemy and any other cause beyond THE COMPANY's reasonable control, whether or not similar to the causes herein specifically mentioned, THE COMPANY is unable to perform any of its obligations in terms of this agreement, THE COMPANY shall not in that event be in breach of this agreement or in any way liable to THE RIGHTS HOLDER provided that THE COMPANY shall, as soon as possible notify THE RIGHTS HOLDER of such circumstances and endeavour, to minimize the effect of it's inability to perform its obligations and provided further that when the said circumstances no longer exist, it takes all reasonable steps to place itself in a position to again perform it's obligations hereunder as soon as reasonably possible.



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| DESIGNATION: | <i>Director</i> |
| DATE: | <i>15-01-19</i> |

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10. DEFAULT

In the event of any Party ("the defaulting party") committing any breach of this Agreement and failing, where such breach is capable of being remedied, within 7 (seven) days after the date of receipt of written notice given by any other Party to remedy such breach then (notwithstanding anything to the contrary herein contained), the Party not in default shall be entitled to cancel this Agreement by further notice in writing to that effect and/or to exercise any other remedy available to it in terms of this Agreement or which is otherwise available against the defaulting party.

11. ARBITRATION

11.1. In the event of any dispute arising relating to, or with regard to the interpretation of, any provision of this Agreement, such dispute shall be submitted to and decided by way of arbitration on notice to that effect given by any Party. The arbitration shall be held informally in Cape Town and the arbitrator shall have the absolute discretion to determine the arbitration venue, dates and times of hearing and the procedure to be adopted during the course of the arbitration, it being the agreed intention of the parties that the arbitration shall be held and concluded within as short a time as possible after the receipt of notice given under this sub-clause, provided that the Parties shall at all times during the arbitration be entitled to be represented by legal or other representatives.

11.2. The arbitrator shall be an independent and suitably qualified person, regard being had to the nature of the dispute, as may be agreed between the Parties in writing, provided that if agreement cannot be reached on the identity of the arbitrator within 3 (three) Business Days of the date of receipt of notice given under sub-clause 11.1 above, the President, failing whom the Vice-President, for the time being of the Law Society of the Cape shall, upon the request by any Party nominate the arbitrator.

11.3. This clause shall constitute each Party's irrevocable consent to the arbitration proceedings and no Party shall be entitled to withdraw there from or to claim at such arbitration proceedings that it is not bound by this clause.



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| SIGNATURE: | <i>[Handwritten Signature]</i> |
| DESIGNATION: | DIRECTOR |
| DATE: | 11-01-2019 |

[Handwritten initials/signatures]
RS
DL
BB

11.4. Each Party hereby irrevocably agrees that the decision of the arbitrator in the arbitration proceedings:

11.4.1. shall be final and binding on each of them; and

11.4.2. will be carried into effect; and

11.4.3. may be made an order of the Court.

12. FUTURE RELATIONSHIP

The parties record that it is envisaged that this agreement shall be a pre-cursor to a long-term arrangement between the parties. In the event of the parties be satisfied with the performance of all parties hereto the parties undertake to enter into negotiations in good faith to attempt to settle the terms of a long-term joint venture relationship commencing in the 2019 fishing season and enduring for the remainder of the large pelagics long term rights period. It is envisaged that long term joint venture relationship shall involve THE VESSEL OWNER re-flagging the vessel in South Africa and that an incorporated joint venture company will be created through which the parties shall share in the profits and losses of the venture by virtue of their ownership of the issued shares of the company.

13. GENERAL

13.1. The parties undertake to keep confidential all information about or concerning the Agreement and its operation and shall not disclose any such information to any third party otherwise than may be required for auditing purposes or by virtue of any law or with the prior consent of the other party.

13.2. The Parties hereto undertake to co-operate with each other and to do all things and sign all such documents (and/or procure same to be done) as may be necessary or requisite in order to give proper and due effect to the terms of this Agreement or any matter arising there from in accordance with its intent and purpose.



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| SIGNATURE: | <i>[Handwritten Signature]</i> |
| DESIGNATION: | <i>Director</i> |
| DATE: | <i>16-01-19</i> |

[Handwritten initials/signatures]

- 13.3. On the signature of this Agreement by both Parties, any Heads of Agreement previously signed by the Parties shall cease to be of force and effect.
- 13.4. No extension of time or indulgence granted by any Party shall be deemed in any way to affect, prejudice or derogate from the rights of such Party in any respect under this Agreement, nor shall it in any way be regarded as a waiver of any rights hereunder or a novation of this Agreement.
- 13.5. No amendment of this Agreement shall be effective unless and until it has been reduced to writing and signed by the Parties.
- 13.6. This Agreement shall form the sole contractual relationship between the Parties in relation to the Agency relations and appointment of THE COMPANY in a management position *vis a vis* the catching, processing and marketing of the fish and no representations made by any Party during the negotiations which preceded the signature of this Agreement shall be binding on such Party unless same are repeated in writing.
- 13.7. No Party shall be entitled to cede any of its rights nor delegate any of its obligations under this Agreement to any other person without the prior written consent of the other Parties.
- 13.8. The High Court of South Africa, Cape of Good Hope Provincial Division shall, save as is otherwise provided in this Agreement, have the sole and exclusive jurisdiction to hear and determine any and all matters arising from the interpretation of this Agreement or in relation to the Parties' performance in terms of this Agreement, including the enforcement of any arbitration award in terms of Clause 10 above.

14. ADDRESSES FOR SERVICE

The Parties choose as their respective *domicilium citandi et executandi* addresses and fax numbers those set out below or such other, changed, addresses (not being a post office box or post office private number, *poste restante* or unoccupied premises or



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| SIGNATURE:..... | <i>[Signature]</i> |
| DESIGNATION:..... | <i>DIRECTOR</i> |
| DATE:..... | <i>15.01.2019</i> |

[Handwritten initials]
[Handwritten initials]

addresses) in South Africa or fax numbers, as may be nominated by the Participant concerned from time to time in writing:

COMBINED FISHING ENT. at: 22 Old Mill Street
Unit 7B, Old Mill Business Park
Ndabeni
7405
- Fax Number: 021 531 1959

THE COMPANY at: 22 Old Mill Street
Unit 7B, Old Mill Business Park
Ndabeni
7405
- Fax Number: 021 531 1959

Any notice may be:

- 14.1 given by fax in which event it shall be deemed to have been received at the time of transmission; or
- 14.2 hand delivered by one party to the other during normal business hours in which event it shall be deemed to have been received when delivered; or

sent by prepaid registered post by one party to the other in which event it shall be deemed to have been received by the addressee 7 (seven) days after date of posting.



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HAS BEEN MADE

SIGNATURE: *[Handwritten Signature]*

DESIGNATION: *District*

DATE: *15-01-2019*

[Handwritten initials: RS, JB, AB]

DATED AT NIMONI THIS 14th DAY OF JANUARY 2019.

AS WITNESSES:

- 1. *Adams*
- 2. *[Signature]*

Boyer
who is duly authorised to sign this agreement
on behalf of **COMBINED FISHING**

DATED AT NIMONI THIS 14th DAY OF JANUARY 2019.

AS WITNESSES:

- 1. *Adams*
- 2. *[Signature]*

[Signature]
who is duly authorised to sign this agreement
on behalf of **THE COMPANY**



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| SIGNATURE..... | <u><i>Boyer</i></u> |
| DESIGNATION:..... | <u><i>Director</i></u> |
| DATE:..... | <u><i>15-01-2019</i></u> |

MEMORANDUM OF AGREEMENT
(Relating to the appointment of an Agent, the chartering of a foreign fishing vessel and ancillary matters)

between

TUNA SOUTH AFRICA (PTY) LTD.
(Hereinafter referred to as "THE COMPANY")

and

FERRO FISHING (PTY) LTD.
(Hereinafter referred to as a "RIGHTS HOLDER")



Dawson Edwards & Associates
P O Box 12425
MIM Street
8010

"De Hoop"
2 Vriende Street
Gardens
8001

Tel: (021) 482 4340
Fax: (021) 482 4390

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| REPRODUCED FROM COPY OF THE ORIGINAL WHERE NO VISIBLY CHANGES BY AN AUTHORISED PERSON HAS BEEN MADE. |
| SIGNATURE: <i>[Handwritten Signature]</i> |
| DESIGNATION: <i>Director</i> |
| DATE: <i>12.8.19</i> |

[Handwritten initials/signature]

WHEREAS:

- A) **RIGHTS HOLDER** the holder of long-term rights in the large pelagics (Tuna) longline sector granted to them by the Minister of Agriculture, Forestry and Fisheries in terms of the Marine Living Resources Act No. 18 of 1998; and
- B) **THE COMPANY** has entered negotiations with representatives of the Japanese Fisheries Association who in turn represent certain Japanese Vessel Owners ("THE VESSEL OWNERS") who own vessels that are suitable for catching tuna ("the fish") utilising the longline method and are suitably geared for such operations, and **THE VESSEL OWNERS** have the necessary experience and infrastructure to successfully catch, process and market the fish; and
- C) **THE RIGHTS HOLDER** is desirous to charter suitable foreign vessel and engage the services of **THE COMPANY** to contract with **THE VESSEL OWNER** to catch, process and market the fish on behalf of **THE RIGHTS HOLDER** for the period 01 February 2019 to 31 January 2020; and
- D) The parties have agreed to enter into an agreement regarding the appointment of **THE COMPANY** as the Agent of **THE RIGHTS HOLDER** and manager of the fishing activities to be conducted on **THE RIGHTS HOLDER'S** permit in particular regulating the charter of the vessel as well as the catching, processing and marketing of the aforesaid rights allocations; and
- E) The parties wish to record their agreement in that regard in writing which they hereby do.



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| SIGNATURE: | <i>[Signature]</i> |
| DESIGNATION: | <i>Director</i> |
| DATE: | <i>12.03.19</i> |

[Handwritten initials and signatures]

NOW THEREFORE THE PARTIES AGREE EACH WITH THE OTHER AS FOLLOWS:

1. INTERPRETATION

- 1.1. The Clause headings in this Agreement are included for convenience only and shall be disregarded in interpreting this Agreement.
- 1.2. Unless the context clearly indicates a contrary intention, words importing:
 - 1.2.1. the singular shall include the plural and vice versa; and
 - 1.2.2. any one gender shall include the other genders; and
 - 1.2.3. natural persons include created entities (corporate or non-corporate) and vice versa.
- 1.3. If any provision in a definition in this Agreement is a substantive provision conferring rights or imposing obligations on any of the parties hereto then, notwithstanding that such substantive provision is contained in the definition's clause of this Agreement, effect shall be given to it as if it were a substantive provision in the body of this Agreement.
- 1.4. Any reference in this Agreement to a statute, regulation or other law is a reference to such law in the form in which such law exists as at the signature date and as thereafter amended, or replaced by repealing legislation, from time to time.
- 1.5. If any provision of this Agreement is in conflict or inconsistent with any law, the invalidity of any such provision shall not affect the validity of the remainder of the provisions of this Agreement.
- 1.6. Where figures are referred to in words and in numerals, the numerals shall prevail if there is any conflict between the two.



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| SIGNATURE..... | <i>[Signature]</i> |
| DESIGNATION: | <i>Director</i> |
| DATE: | <i>12.8.19</i> |

[Handwritten signatures]

- 1.7. When any number of days is prescribed in this Agreement, the same shall be reckoned as calendar days but exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 1.8. The expiration or termination of this Agreement shall not affect any provisions of this Agreement which expressly provide that they will operate after such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this and shall not affect the ability of the parties to enforce any right which arose prior to such termination or as result thereof.

2. DEFINITIONS

In this Agreement (including the Preamble Clause and Clause 1 above), unless inconsistent with or otherwise indicated by the context, the following terms will have the meanings assigned to them in this Clause:

- 2.1. "this Agreement" means this agreement and includes all annexures to this Agreement;
- 2.2. "THE COMPANY" means Tuna South Africa (Pty) Ltd., a company with limited liability formed and registered in accordance with the laws of South Africa with registration no.: 2007/006200/07;
- 2.3. "Business Day" means any day other than a Saturday, Sunday or proclaimed public holiday in South Africa;



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SIGNATURE: *[Signature]*

DESIGNATION: *Director*

DATE: *12-8-19*

[Handwritten initials and signatures]

- 2.4. "the Fish" means the large pelagic species (tuna) and permitted by-catch for the 2019 season that is caught utilizing THE RIGHTS HOLDER'S large pelagic longline long-term rights;
- 2.5. "Party" means any one of the parties to this Agreement, and "Parties" means such persons collectively;
- 2.6. "RIGHTS HOLDER" FERRO FISHING (PTY) LTD (Registration No: 1990/06714/07), a company formed and registered with limited liability in accordance with the laws of the Republic of South Africa;
- 2.7. "THE RIGHTS HOLDER'S large pelagic longline Rights" means the right to undertake commercial large pelagic (tuna) fishing in the South African exclusive economic zone and adjacent high seas which was granted or issued to THE RIGHTS HOLDER by, or under the delegated authority of, the South African Minister of Agriculture, Forestry and Fisheries;
- 2.8. "Signature Date" means the date of signature of this Agreement by the last of the signatories hereto;
- 2.9. "the Effective Date" means 01 February 2019;



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| DESIGNATION: | <i>[Signature]</i> |
| DATE: | 12-02-19 |

[Handwritten initials and signatures]

- 2.10 "the Vessel" means the Japanese flagged large pelagics longline vessel to be chartered by THE COMPANY and utilised to catch the fish.
- 2.11 "DAFF" means The Department of Agriculture, Forestry and Fisheries: Branch: Fisheries

3. COMMENCEMENT AND TERMINATION OF THE AGREEMENT

This agreement shall commence on the effective date and continue until midnight on 31 January 2020.

4. APPOINTMENT OF THE COMPANY

- 4.1. THE RIGHTS HOLDER hereby appoints THE COMPANY as their agent to negotiate with THE VESSEL OWNERS in order to secure the charter of a suitable Japanese flagged large pelagics longline vessel and the services of the said VESSEL OWNER to undertake the catching, processing and marketing of all the fish.
- 4.2. THE COMPANY shall contract as agent for THE RIGHTS HOLDER with THE VESSEL OWNER on the basis that in signing this agreement THE RIGHTS HOLDER irrevocably commit THE RIGHTS HOLDER'S large pelagics longline Rights to THE VESSEL OWNER, alternatively THE COMPANY, for the 2019 fishing season to be caught utilising vessel chartered by THE COMPANY on behalf of THE RIGHTS HOLDER with the said vessel being under the management and control of THE VESSEL OWNER.
- 4.3. THE COMPANY acknowledges that as the agent of THE RIGHTS HOLDER and in assuming the management functions set out in this agreement it has duty of care towards THE RIGHTS HOLDER with regard to ensuring the



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SIGNATURE: *[Signature]*

DESIGNATION: *Director*

DATE: *12.01.19*

[Handwritten initials/signatures]

compliance with DAFF permit conditions, the Marine Living Resources Act No. 18 of 1998 (and its regulations) and any other policies or directives received from the Minister of Agriculture, Forestry and Fisheries, at all material times.

- 4.4. The scope of the mandate of THE COMPANY as the agent of THE RIGHTS HOLDER is limited to the activities specifically referred to in this agreement and THE COMPANY shall not be authorised to act, or represent itself, as the agent of the RIGHTS HOLDER for any matter not specifically referred to in this agreement.
- 4.5. THE RIGHTS HOLDER shall be permitted to terminate the appointment of THE COMPANY as their agent at any stage upon the giving of 2 (two) months written notice.

5. **MANDATE OF THE COMPANY**

- 5.1. THE COMPANY shall approach THE VESSEL OWNER and shall enter into a charter agreement for a suitable vessel owned by THE VESSEL OWNER for the period of this agreement, the vessel to be utilised specifically to catch the fish.
- 5.2. The vessel shall be made available for the use of catching the fish from the effective date of this agreement or as soon as practically possible thereafter.
- 5.3. The charter agreement shall be in the nature of Time Charters for the period of the agreement.
- 5.4. THE COMPANY shall be responsible for managing all aspects of the operations of the vessel relating to performance in terms of the charter agreement and the fishing operations of the vessel for the duration of this agreement. These duties are more clearly set out in clause 7 below.
- 5.5. THE COMPANY shall ensure that during the charter period THE VESSEL OWNER shall be responsible for crewing the vessel and ensuring that the vessel is seaworthy and comply with all applicable South African and Japanese



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| SIGNATURE: <i>[Signature]</i> |
| DESIGNATION: <i>[Signature]</i> |
| DATE: <i>12.05.19</i> |

[Handwritten initials/signatures]

legislation including but not limited to the Marine Living Resources Act, the Merchant Shipping Act and the Marine Pollution Act.

- 5.6. The COMPANY shall ensure that during the charter period THE VESSEL OWNER shall be responsible for all costs of the operation of the vessel including but not limited to P&I and H&M Insurance, crew's wages, bunkers and lubricants, harbour dues and related fees, victuals and necessaries, repairs and maintenance and any costs incurred in complying with any applicable legislation.
- 5.7. The parties hereby agree that THE COMPANY shall contract with and ensure that the fish shall be caught by THE VESSEL OWNER utilising the vessels.
- 5.8. THE RIGHTS HOLDER undertakes to apply to DAFF for permits to catch the fish nominating the vessels for the 2019 season The permit applications shall be compiled by THE COMPANY at no cost to THE RIGHTS HOLDER and THE COMPANY shall submit these permit applications to DAFF as the duly appointed agent of THE RIGHTS HOLDER. Upon presentation of these permits to THE VESSEL OWNER, THE VESSEL OWNER shall commence their catching operations.
- 5.9. It is recorded that THE COMPANY shall be responsible for monitoring THE VESSEL OWNER who shall attend to and be responsible for the management of the vessels and all catching, and processing operations conducted on board the vessel.
- 5.10. As the agreed manager of the operation of the vessel THE COMPANY undertakes to ensure that THE VESSEL OWNER shall give the following warranties:
 - 5.10.1. the vessel's documents and licenses, including but not limited to the Certificate of Registry, Safety Certificate, foreign fishing Vessel Licenses and Radio Licenses, shall at all times be valid and in order;



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| SIGNATURE: | <i>[Handwritten Signature]</i> |
| DESIGNATION: | <i>Director</i> |
| DATE: | <i>12.02.19</i> |

[Handwritten initials and signatures]

This documentation shall be available for inspection by THE RIGHTS HOLDER on request.

6. **SALE OF FISH**

- 6.1. THE COMPANY shall appoint THE VESSEL OWNER as the marketing agents of THE RIGHTS HOLDER and ensure that THE VESSEL OWNER undertake to ensure that all of the fish is sold at market related prices based on the sale of fish at Yaizu Fish Market, Yaizu, Japan.
- 6.2. THE COMPANY undertakes to ensure that THE VESSEL OWNER shall be liable for all costs of marketing the fish including all transport costs, permits required by DAFF and any customs or other fiscal duties that may be payable by THE RIGHTS HOLDER, as owners of the fish on the sale of the fish.
- 6.3. It is recorded that until such time as the fish is sold by THE VESSEL OWNER the fish remains the property of THE RIGHTS HOLDER. Once the fish is discharged from the vessel however, the risk of loss or damage shall lie with THE VESSEL OWNER
- 6.4. THE COMPANY undertakes to manage and observe all aspects of the sale of the fish and to ensure that market related prices for all fish are obtained by THE VESSEL OWNER.
- 6.5. THE COMPANY undertakes to ensure that THE VESSEL OWNER shall agree that all fish will be sold within 30 (Thirty) days of arrival in Japan, alternatively, if the fish is not sold within this stipulated time period THE VESSEL OWNER shall pay a market related price for the fish ("the interim payment") until such time as the fish is actually sold at which time the actual selling price will be determined and either an additional payment will be made to THE COMPANY in order to achieve the actual selling price or an amount will be deducted from the next payment due to THE COMPANY, as agent for THE RIGHTS HOLDER, in order to bring the interim payment into line with the actual selling price of the fish.



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| DESIGNATION: | <i>Director</i> |
| DATE: | <i>12.02.19</i> |

[Handwritten initials/signatures]

- 6.6. Payment shall be made by THE VESSEL OWNER to THE COMPANY on behalf of THE RIGHTS HOLDER free of set-off bank charges or any other deductions save as may be specified in this agreement within 14 (fourteen) days of the sale of the fish.
- 6.7. THE RIGHTS HOLDER, or their duly appointed nominee/s, shall have the first right of refusal to purchase all by-catch caught on their permits.

7. **MANAGEMENT OF OPERATIONS**

7.1. It is specifically recorded that THE RIGHTS HOLDER has appointed THE COMPANY in the role of Agent and independent manager to scrutinise and monitor all activities/operations performed by THE VESSEL OWNER in so far as they may relate to THE RIGHTS HOLDER and THE RIGHTS HOLDER'S large pelagics longline Rights. The duties of THE COMPANY would include but not be limited to:

- 7.1.1. monitoring of all catching operations, including inspecting all catches and ensuring compliance with DAFF permit conditions relating to recording of catches, landing of catches, vessel operation and handling of catches;
- 7.1.2. monitoring all marketing activities, verifying sales prices and ensuring credit risks are acceptable;
- 7.1.3. receiving timeous payment on behalf of THE RIGHTS HOLDER;
- 7.1.4. ensuring compliance with all permit conditions and the Marine Living Resources Act No. 18 of 1998;
- 7.1.5. managing and ensuring levy payments to THE RIGHTS HOLDER are timeously made so that THE RIGHTS HOLDER can in turn make these payments to DAFF timeously;
- 7.1.6. ensuring timeous payments referred to in clause 8.4 below;



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14 January 2019
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| SIGNATURE: | <i>[Signature]</i> |
| DESIGNATION: | <i>DIRECTOR</i> |
| DATE: | <i>12-09-19</i> |

[Handwritten signatures and initials]

8.7. THE COMPANY shall ensure that the guaranteed minimum payment referred to in clause 8.2 above, if applicable, shall be paid within 14 (fourteen) days of the termination of the charter/catching arrangement or 31 March 2019, whichever happens earlier.

8.8. THE RIGHTS HOLDER hereby authorises THE COMPANY to receive all funds due to THE RIGHTS HOLDER from THE VESSEL OWNER on their behalf. Thereafter THE COMPANY is authorised to make the payment to THE RIGHTS HOLDER from these funds. THE COMPANY is instructed to make these payments as soon as possible after funds are received from THE VESSEL OWNER. Upon receipt of any funds THE COMPANY shall account to THE RIGHTS HOLDER for the sums received (and any division thereof) and shall call on THE RIGHTS HOLDER to present it with valid VAT invoices for the said amounts, upon receipt of which THE COMPANY shall pay THE RIGHTS HOLDER directly into the bank accounts nominated by them.

9. EXEMPTION

If by any accident, blockade, labour stoppage, storm, changes in laws or regulations, acts or defaults of common carriers, equipment failure, acts of government and government officials, or acts of God or the public enemy and any other cause beyond THE COMPANY's reasonable control, whether or not similar to the causes herein specifically mentioned, THE COMPANY is unable to perform any of its obligations in terms of this agreement, THE COMPANY shall not in that event be in breach of this agreement or in any way liable to THE RIGHTS HOLDER provided that THE COMPANY shall, as soon as possible notify THE RIGHTS HOLDER of such circumstances and endeavour, to minimize the effect of it's inability to perform its obligations and provided further that when the said circumstances no longer exist, it takes all reasonable steps to place itself in a position to again perform it's obligations hereunder as soon as reasonably possible.

10. DEFAULT



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| SIGNATURE: | <i>[Handwritten Signature]</i> |
| DESIGNATION: | <i>Director</i> |
| DATE: | <i>12.03.19</i> |

[Handwritten initials/signature]

In the event of any Party ("the defaulting party") committing any breach of this Agreement and failing, where such breach is capable of being remedied, within 7 (seven) days after the date of receipt of written notice given by any other Party to remedy such breach then (notwithstanding anything to the contrary herein contained), the Party not in default shall be entitled to cancel this Agreement by further notice in writing to that effect and/or to exercise any other remedy available to it in terms of this Agreement or which is otherwise available against the defaulting party.

11. ARBITRATION

- 11.1. In the event of any dispute arising relating to, or with regard to the interpretation of, any provision of this Agreement, such dispute shall be submitted to and decided by way of arbitration on notice to that effect given by any Party. The arbitration shall be held informally in Cape Town and the arbitrator shall have the absolute discretion to determine the arbitration venue, dates and times of hearing and the procedure to be adopted during the course of the arbitration, it being the agreed intention of the parties that the arbitration shall be held and concluded within as short a time as possible after the receipt of notice given under this sub-clause, provided that the Parties shall at all times during the arbitration be entitled to be represented by legal or other representatives.
- 11.2. The arbitrator shall be an independent and suitably qualified person, regard being had to the nature of the dispute, as may be agreed between the Parties in writing, provided that if agreement cannot be reached on the identity of the arbitrator within 3 (three) Business Days of the date of receipt of notice given under sub-clause 11.1 above, the President, falling whom the Vice-President, for the time being of the Law Society of the Cape shall, upon the request by any Party nominate the arbitrator.
- 11.3. This clause shall constitute each Party's irrevocable consent to the arbitration proceedings and no Party shall be entitled to withdraw there from or to claim at such arbitration proceedings that it is not bound by this clause.



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| SIGNATURE..... | <i>[Signature]</i> |
| DESIGNATION: | DIRECTOR |
| DATE: | 12-02-19 |

[Handwritten initials/signatures]

11.4. Each Party hereby irrevocably agrees that the decision of the arbitrator in the arbitration proceedings:

11.4.1. shall be final and binding on each of them; and

11.4.2. will be carried into effect; and

11.4.3. may be made an order of the Court.

12. **FUTURE RELATIONSHIP**

The parties record that it is envisaged that this agreement shall be a pre-cursor to a long-term arrangement between the parties. In the event of the parties be satisfied with the performance of all parties hereto the parties undertake to enter into negotiations in good faith to attempt to settle the terms of a long-term joint venture relationship commencing in the 2019 fishing season and enduring for the remainder of the large pelagics long term rights period. It is envisaged that long term joint venture relationship shall involve THE VESSEL OWNER re-flagging the vessel in South Africa and that an incorporated joint venture company will be created through which the parties shall share in the profits and losses of the venture by virtue of their ownership of the issued shares of the company.

13. **GENERAL**

13.1. The parties undertake to keep confidential all information about or concerning the Agreement and its operation and shall not disclose any such information to any third party otherwise than may be required for auditing purposes or by virtue of any law or with the prior consent of the other party.

13.2. The Parties hereto undertake to co-operate with each other and to do all things and sign all such documents (and/or procure same to be done) as may be necessary or requisite in order to give proper and due effect to the terms of this Agreement or any matter arising there from in accordance with its intent and purpose.



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| SIGNATURE: | <i>[Handwritten Signature]</i> |
| DESIGNATION: | DIRECTOR |
| DATE: | 12-05-19 |

[Handwritten initials: B, A, J, M]

- 13.3. On the signature of this Agreement by both Parties, any Heads of Agreement previously signed by the Parties shall cease to be of force and effect.
- 13.4. No extension of time or indulgence granted by any Party shall be deemed in any way to affect, prejudice or derogate from the rights of such Party in any respect under this Agreement, nor shall it in any way be regarded as a waiver of any rights hereunder or a novation of this Agreement.
- 13.5. No amendment of this Agreement shall be effective unless and until it has been reduced to writing and signed by the Parties.
- 13.6. This Agreement shall form the sole contractual relationship between the Parties in relation to the Agency relations and appointment of THE COMPANY in a management position *vis a vis* the catching, processing and marketing of the fish and no representations made by any Party during the negotiations which preceded the signature of this Agreement shall be binding on such Party unless same are repeated in writing.
- 13.7. No Party shall be entitled to cede any of its rights nor delegate any of its obligations under this Agreement to any other person without the prior written consent of the other Parties.
- 13.8. The High Court of South Africa, Cape of Good Hope Provincial Division shall, save as is otherwise provided in this Agreement, have the sole and exclusive jurisdiction to hear and determine any and all matters arising from the interpretation of this Agreement or in relation to the Parties' performance in terms of this Agreement, including the enforcement of any arbitration award in terms of Clause 10 above.

14. ADDRESSES FOR SERVICE

The Parties choose as their respective *domicilium citandi et executandi* addresses and fax numbers those set out below or such other, changed, addresses (not being a post office box or post office private number, *poste restante* or unoccupied premises or



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| SIGNATURE: | <i>B. Bailey</i> |
| DESIGNATION: | <i>Director</i> |
| DATE: | <i>12.08.19</i> |

BB
BA
BA
BA

addresses) in South Africa or fax numbers, as may be nominated by the Participant concerned from time to time in writing:

FERRO FISHING at: 23 Geriva Mansions
St. James Street
Vredehoek
8001
- **Fax Number:** 021 461 1783

THE COMPANY at: 22 Old Mill Street
Unit 7B, Old Mill Business Park
Ndabeni
7405
- **Fax Number:** 021 531 1959

Any notice may be:

- 14.1 given by fax in which event it shall be deemed to have been received at the time of transmission; or
- 14.2 hand delivered by one party to the other during normal business hours in which event it shall be deemed to have been received when delivered; or

sent by prepaid registered post by one party to the other in which event it shall be deemed to have been received by the addressee 7 (seven) days after date of posting.



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14 January 2019
Tel: (021) 462 4340

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| RECEIVED IS FREE COPY OF THE ORIGINAL WHERE NO VISIBLE CHANGES BY AN AUTHORISED PERSON HAS BEEN MADE | |
| SIGNATURE | <i>B. G. J. J.</i> |
| DENOMINATION | <i>DIRECTOR</i> |
| DATE | <i>12.01.19</i> |

B. G. J. J.
PS
de

DATED AT Cape Town THIS 14th DAY OF January 2019.

AS WITNESSES:

1. Glennia

2. [Signature]

[Signature]
who is duly authorised to sign this agreement
on behalf of FERRO FISHING

DATED AT Ndabeni THIS 14th DAY OF JANUARY 2019.

AS WITNESSES:

1. [Signature]

2. [Signature]

[Signature]
who is duly authorised to sign this agreement
on behalf of THE COMPANY



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14 January 2019
Tel: (021) 462 4340

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SIGNATURE: [Signature]
DESIGNATION: DIRECTOR
DATE: 12.03.19

MEMORANDUM OF AGREEMENT
(Relating to the appointment of an Agent, the chartering of a foreign fishing vessel and ancillary matters)

between

TUNA SOUTH AFRICA (PTY) LTD.
(Hereinafter referred to as "THE COMPANY")

and

IMPALA FISHING (PTY) LTD.
(Hereinafter referred to as a "RIGHTS HOLDER")



Dawson Edwards & Associates
P O Box 12425
Mill Street
8010

"De Hoop"
2 Vriende Street
Gardens
8001

Tel: (021) 462 4340
Fax: (021) 462 4390

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| SIGNATURE..... | <i>[Signature]</i> |
| DESIGNATION:..... | DIRECTOR |
| DATE:..... | 12.03.19 |

[Handwritten initials and signatures]

WHEREAS:

- A) RIGHTS HOLDER the holder of long-term rights in the large pelagics (Tuna) longline sector granted to them by the Minister of Agriculture, Forestry and Fisheries in terms of the Marine Living Resources Act No. 18 of 1998; and
- B) THE COMPANY has entered negotiations with representatives of the Japanese Fisheries Association who in turn represent certain Japanese Vessel Owners ("THE VESSEL OWNERS") who own vessels that are suitable for catching tuna ("the fish") utilising the longline method and are suitably geared for such operations, and THE VESSEL OWNERS have the necessary experience and infrastructure to successfully catch, process and market the fish; and
- C) THE RIGHTS HOLDER is desirous to charter suitable foreign vessel and engage the services of THE COMPANY to contract with THE VESSEL OWNER to catch, process and market the fish on behalf of THE RIGHTS HOLDER for the period 01 February 2019 to 31 January 2020; and
- D) The parties have agreed to enter into an agreement regarding the appointment of THE COMPANY as the Agent of THE RIGHTS HOLDER and manager of the fishing activities to be conducted on THE RIGHTS HOLDER'S permit in particular regulating the charter of the vessel as well as the catching, processing and marketing of the aforesaid rights allocations; and
- E) The parties wish to record their agreement in that regard in writing which they hereby do.



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14 January 2019
Tel: 021 967 4244

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| SIGNATURE: <i>[Signature]</i> |
| DESIGNATION: <i>Director</i> |
| DATE: <i>12-08-19</i> |

[Handwritten initials and signatures]

NOW THEREFORE THE PARTIES AGREE EACH WITH THE OTHER AS FOLLOWS:

1. INTERPRETATION

- 1.1. The Clause headings in this Agreement are included for convenience only and shall be disregarded in interpreting this Agreement.
- 1.2. Unless the context clearly indicates a contrary intention, words importing:
 - 1.2.1. the singular shall include the plural and vice versa; and
 - 1.2.2. any one gender shall include the other genders; and
 - 1.2.3. natural persons include created entities (corporate or non-corporate) and vice versa.
- 1.3. If any provision in a definition in this Agreement is a substantive provision conferring rights or imposing obligations on any of the parties hereto then, notwithstanding that such substantive provision is contained in the definition's clause of this Agreement, effect shall be given to it as if it were a substantive provision in the body of this Agreement.
- 1.4. Any reference in this Agreement to a statute, regulation or other law is a reference to such law in the form in which such law exists as at the signature date and as thereafter amended, or replaced by repealing legislation, from time to time.
- 1.5. If any provision of this Agreement is in conflict or inconsistent with any law, the invalidity of any such provision shall not affect the validity of the remainder of the provisions of this Agreement.
- 1.6. Where figures are referred to in words and in numerals, the numerals shall prevail if there is any conflict between the two.



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Reg 3155-AR134
14, 20th Ave 2019
Tel: 01 71 462 4500

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| SIGNATURE..... | <i>B. O'Connell</i> |
| DESIGNATION:..... | <i>DIRECTOR</i> |
| DATE:..... | <i>12.02.19</i> |

[Handwritten signatures and initials]

- 1.7 When any number of days is prescribed in this Agreement, the same shall be reckoned as calendar days but exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 1.8 The expiration or termination of this Agreement shall not affect any provisions of this Agreement which expressly provide that they will operate after such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this and shall not affect the ability of the parties to enforce any right which arose prior to such termination or as result thereof.

2. DEFINITIONS

In this Agreement (including the Preamble Clause and Clause 1 above), unless inconsistent with or otherwise indicated by the context, the following terms will have the meanings assigned to them in this Clause:

- 2.1 "this Agreement" means this agreement and includes all annexures to this Agreement;
- 2.2 "THE COMPANY" means Tuna South Africa (Pty) Ltd., a company with limited liability formed and registered in accordance with the laws of South Africa with registration no.: 2007/006200/07;
- 2.3 "Business Day" means any day other than a Saturday, Sunday or proclaimed public holiday in South Africa;



Dawson Edwards & Associates
P.O. 1133, Air Force
14, January 2019
Tel: 082 912 4546

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SIGNATURE: B. M.
DESIGNATION: DIRECTOR
DATE: 12-03-2019

[Handwritten signatures and initials]

- 2.4. "the Fish" means the large pelagic species (tuna) and permitted by-catch for the 2019 season that is caught utilizing THE RIGHTS HOLDER'S large pelagic longline long-term rights;
- 2.5. "Party" means any one of the parties to this Agreement, and "Parties" means such persons collectively;
- 2.6. "RIGHTS HOLDER" IMPALA FISHING (PTY) LTD (Registration No. 1994/03706/07), a company formed and registered with limited liability in accordance with the laws of the Republic of South Africa;
- 2.7. "THE RIGHTS HOLDER'S large pelagic longline Rights" means the right to undertake commercial large pelagic (tuna) fishing in the South African exclusive economic zone and adjacent high seas which was granted or issued to THE RIGHTS HOLDER by, or under the delegated authority of, the South African Minister of Agriculture, Forestry and Fisheries;
- 2.8. "Signature Date" means the date of signature of this Agreement by the last of the signatories hereto;
- 2.9. "the Effective Date" means 01 February 2019;



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14 January 2019
1155-ND/344

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| SIGNATURE..... | <i>[Signature]</i> |
| DESIGNATION:..... | <i>DIRECTOR</i> |
| DATE:..... | <i>12-03-19</i> |

[Handwritten initials and signatures]

- 2.10 "the Vessel" means the Japanese flagged large pelagics longline vessel to be chartered by THE COMPANY and utilised to catch the fish.
- 2.11 "DAFF" means The Department of Agriculture, Forestry and Fisheries, Branch: Fisheries

3. COMMENCEMENT AND TERMINATION OF THE AGREEMENT

This agreement shall commence on the effective date and continue until midnight on 31 January 2020.

4. APPOINTMENT OF THE COMPANY

- 4.1 THE RIGHTS HOLDER hereby appoints THE COMPANY as their agent to negotiate with THE VESSEL OWNERS in order to secure the charter of a suitable Japanese flagged large pelagics longline vessel and the services of the said VESSEL OWNER to undertake the catching, processing and marketing of all the fish.
- 4.2 THE COMPANY shall contract as agent for THE RIGHTS HOLDER with THE VESSEL OWNER on the basis that in signing this agreement THE RIGHTS HOLDER irrevocably commit THE RIGHTS HOLDER'S large pelagics longline Rights to THE VESSEL OWNER, alternatively THE COMPANY, for the 2019 fishing season to be caught utilising vessel chartered by THE COMPANY on behalf of THE RIGHTS HOLDER with the said vessel being under the management and control of THE VESSEL OWNER.
- 4.3 THE COMPANY acknowledges that as the agent of THE RIGHTS HOLDER and in assuming the management functions set out in this agreement it has duty of care towards THE RIGHTS HOLDER with regard to ensuring the



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Ref: 3121-10144
14 January 2019
Tel: (021) 402 1500

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| SIGNATURE: | <i>Boyd</i> |
| DESIGNATION: | <i>DIRECTOR</i> |
| DATE: | <i>12.03.19</i> |

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compliance with DAFF permit conditions, the Marine Living Resources Act No. 18 of 1998 (and its regulations) and any other policies or directives received from the Minister of Agriculture, Forestry and Fisheries, at all material times.

- 4.4. The scope of the mandate of THE COMPANY as the agent of THE RIGHTS HOLDER is limited to the activities specifically referred to in this agreement and THE COMPANY shall not be authorised to act, or represent itself, as the agent of the RIGHTS HOLDER for any matter not specifically referred to in this agreement.
- 4.5. THE RIGHTS HOLDER shall be permitted to terminate the appointment of THE COMPANY as their agent at any stage upon the giving of 2 (two) months written notice.

5. MANDATE OF THE COMPANY

- 5.1. THE COMPANY shall approach THE VESSEL OWNER and shall enter into a charter agreement for a suitable vessel owned by THE VESSEL OWNER for the period of this agreement, the vessel to be utilised specifically to catch the fish.
- 5.2. The vessel shall be made available for the use of catching the fish from the effective date of this agreement or as soon as practically possible thereafter.
- 5.3. The charter agreement shall be in the nature of Time Charters for the period of the agreement.
- 5.4. THE COMPANY shall be responsible for managing all aspects of the operations of the vessel relating to performance in terms of the charter agreement and the fishing operations of the vessel for the duration of this agreement. These duties are more clearly set out in clause 7 below.
- 5.5. The COMPANY shall ensure that during the charter period THE VESSEL OWNER shall be responsible for crewing the vessel and ensuring that the vessel is seaworthy and comply with all applicable South African and Japanese



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RF 215 31044
14,590 90 5111
Tel: 021 432 4341

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| SIGNATURE: <i>[Signature]</i> | |
| DESIGNATION: <i>DIRECTOR</i> | |
| DATE: <i>12-8-19</i> | |

[Handwritten signatures and initials]

legislation including but not limited to the Marine Living Resources Act, the Merchant Shipping Act and the Marine Pollution Act.

- 5.6. The COMPANY shall ensure that during the charter period THE VESSEL OWNER shall be responsible for all costs of the operation of the vessel including but not limited to P&I and H&M Insurance, crew's wages, bunkers and lubricants, harbour dues and related fees, victuals and necessaries, repairs and maintenance and any costs incurred in complying with any applicable legislation.
- 5.7. The parties hereby agree that THE COMPANY shall contract with and ensure that the fish shall be caught by THE VESSEL OWNER utilising the vessels
- 5.8. THE RIGHTS HOLDER undertakes to apply to DAFF for permits to catch the fish nominating the vessels for the 2019 season The permit applications shall be compiled by THE COMPANY at no cost to THE RIGHTS HOLDER and THE COMPANY shall submit these permit applications to DAFF as the duly appointed agent of THE RIGHTS HOLDER. Upon presentation of these permits to THE VESSEL OWNER, THE VESSEL OWNER shall commence their catching operations.
- 5.9. It is recorded that THE COMPANY shall be responsible for monitoring THE VESSEL OWNER who shall attend to and be responsible for the management of the vessels and all catching, and processing operations conducted on board the vessel.
- 5.10. As the agreed manager of the operation of the vessel THE COMPANY undertakes to ensure that THE VESSEL OWNER shall give the following warranties:
 - 5.10.1. the vessel's documents and licenses, including but not limited to the Certificate of Registry, Safety Certificate, foreign fishing Vessel Licenses and Radio Licenses, shall at all times be valid and in order;



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R.S. 3125 APT 202
14 January 2019
Tel: (416) 462-4344

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| SIGNATURE: | <i>[Signature]</i> |
| DESIGNATION: | <i>DIRECTOR</i> |
| DATE: | <i>12.8.19</i> |

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- 5.10.2. the vessel shall comply with all relevant legislation regarding the operation of a foreign vessel in South African waters including but not limited to the provisions of the Marine Living Resources Act and the Merchant Shipping Act.
- 5.10.3. THE VESSEL OWNER shall comply with all permit conditions as set by DAFF;
- 5.10.4. the operation of the vessel shall in no way contravene or prejudice THE RIGHTS HOLDER'S large pelagics longline rights. In the event of any such contravention through the operation of the vessel or the actions of THE VESSEL OWNER, THE VESSEL OWNER shall indemnify THE RIGHTS HOLDER for any losses or damages caused to THE RIGHTS HOLDER arising out of such contravention;
- 5.10.5. All the costs of conducting the fishing operations shall be borne by THE VESSEL OWNER and these costs shall include, but not be limited to, costs of issuing permits, vessel swap applications, fish levy payments, all vessel operational costs, crew costs, costs of complying with all applicable legislation and any penalties / fines incurred by THE VESSEL OWNER.
- 5.11. THE COMPANY shall ensure that all DAFF levy payments due on catches landed by THE VESSEL OWNER are made within a period of 30 (thirty) days of the payment of the landed fish and that THE VESSEL OWNER shall be liable for any penalties that may accrue due to late payment.
- 5.12. THE COMPANY shall allow THE RIGHTS HOLDER reasonable access to any and all documentation relating to the activities of THE COMPANY as set out in this agreement in order to allow THE RIGHTS HOLDER an opportunity to monitor and independently audit the transactions that may have taken place.
- 5.13. THE COMPANY shall ensure that it receives and maintains all documentation evidencing the catching, discharge, export and marketing of the fish caught.



Dawson Edwards & Associates
P.O. Box 51150, Durban
1401, Durban, 2019
Tel: 031 291 4621/4641

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| SIGNATURE..... | <i>[Signature]</i> |
| DESIGNATION: | Director |
| DATE: | 12.03.19 |

[Handwritten signatures and initials]

This documentation shall be available for inspection by THE RIGHTS HOLDER on request.

6 SALE OF FISH

- 6.1. THE COMPANY shall appoint THE VESSEL OWNER as the marketing agents of THE RIGHTS HOLDER and ensure that THE VESSEL OWNER undertake to ensure that all of the fish is sold at market related prices based on the sale of fish at Yaizu Fish Market, Yaizu, Japan.
- 6.2. THE COMPANY undertakes to ensure that THE VESSEL OWNER shall be liable for all costs of marketing the fish including all transport costs, permits required by DAFF and any customs or other fiscal duties that may be payable by THE RIGHTS HOLDER, as owners of the fish on the sale of the fish.
- 6.3. It is recorded that until such time as the fish is sold by THE VESSEL OWNER the fish remains the property of THE RIGHTS HOLDER. Once the fish is discharged from the vessel however, the risk of loss or damage shall lie with THE VESSEL OWNER
- 6.4. THE COMPANY undertakes to manage and observe all aspects of the sale of the fish and to ensure that market related prices for all fish are obtained by THE VESSEL OWNER.
- 6.5. THE COMPANY undertakes to ensure that THE VESSEL OWNER shall agree that all fish will be sold within 30 (Thirty) days of arrival in Japan. alternatively, if the fish is not sold within this stipulated time period THE VESSEL OWNER shall pay a market related price for the fish ("the interim payment") until such time as the fish is actually sold at which time the actual selling price will be determined and either an additional payment will be made to THE COMPANY in order to achieve the actual selling price or an amount will be deducted from the next payment due to THE COMPANY, as agent for THE RIGHTS HOLDER, in order to bring the interim payment into line with the actual selling price of the fish.



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Reg. 3133-18-144
14 January 2019
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| SIGNATURE: | <i>[Signature]</i> |
| DESIGNATION: | <i>Director</i> |
| DATE: | <i>12.03.19</i> |

[Handwritten initials and signatures]

6.6. Payment shall be made by THE VESSEL OWNER to THE COMPANY on behalf of THE RIGHTS HOLDER free of set-off bank charges or any other deductions save as may be specified in this agreement within 14 (fourteen) days of the sale of the fish.

6.7. THE RIGHTS HOLDER, or their duly appointed nominee/s, shall have the first right of refusal to purchase all by-catch caught on their permits.

7. MANAGEMENT OF OPERATIONS

7.1. It is specifically recorded that THE RIGHTS HOLDER has appointed THE COMPANY in the role of Agent and independent manager to scrutinise and monitor all activities/operations performed by THE VESSEL OWNER in so far as they may relate to THE RIGHTS HOLDER and THE RIGHTS HOLDER'S large pelagics longline Rights. The duties of THE COMPANY would include but not be limited to:

7.1.1. monitoring of all catching operations, including inspecting all catches and ensuring compliance with DAFF permit conditions relating to recording of catches, landing of catches, vessel operation and handling of catches;

7.1.2. monitoring all marketing activities, verifying sales prices and ensuring credit risks are acceptable;

7.1.3. receiving timeous payment on behalf of THE RIGHTS HOLDER;

7.1.4. ensuring compliance with all permit conditions and the Marine Living Resources Act No. 18 of 1998;

7.1.5. managing and ensuring levy payments to THE RIGHTS HOLDER are timeously made so that THE RIGHTS HOLDER can in turn make these payments to DAFF timeously;

7.1.6. ensuring timeous payments referred to in clause 8.4 below;



Dawson Edwards & Associates
Ref: 3135/2014
14 January 2015
Tel: 021-462 4320

| | |
|------------------------------------------------------------------------------------------------------|-----------------|
| CERTIFIED A TRUE COPY OF THE ORIGINAL WHERE NO VISIBLE CHANGES BY AN AUTHORISED PERSON HAS BEEN MADE | |
| SIGNATURE: | <i>Brody</i> |
| DESIGNATION: | <i>DIRECTOR</i> |
| DATE: | <i>12.03.15</i> |

Handwritten signatures and initials, including 'Brody', 'Director', and '12.03.15'.

- 7.1.7. applying for all necessary permits;
- 7.1.8. and ensuring timeous compliance with all obligations set out in this agreement.

7.2. The costs of the operations of THE COMPANY shall not be for the account of THE RIGHTS HOLDER but shall be borne by THE VESSEL OWNER.

8. REMUNERATION

- 8.1. THE RIGHTS HOLDER undertakes to pay THE VESSEL OWNER a charter hire fee / catching fee that is equal to 96% (Ninety Six Percent) of the gross proceeds of the sale of the fish.
- 8.2. THE COMPANY shall ensure that THE VESSEL OWNER shall guarantee that the 4% (Four Percent) of the gross proceeds of the sale of the fish, for the period of this agreement.
- 8.3. Payment shall be due by THE VESSEL OWNER within 14 (fourteen) days after the sale of the fish having regard to clause 6.5 above.
- 8.4. Owing to the fact that THE VESSEL OWNER shall be marketing the fish on behalf of THE RIGHTS HOLDER and shall as such receive the proceeds of the sale of the fish, THE RIGHTS HOLDER hereby authorises THE COMPANY who shall authorise THE VESSEL OWNER to deduct its charter hire fee/ catching fee from the proceeds of the sale before paying the balance remaining (being 4% [Four Percent] of the gross proceeds of the sale of the fish) to THE COMPANY on behalf of THE RIGHTS HOLDER.
- 8.5. THE COMPANY shall ensure compliance with clause 6.5 above.
- 8.6. THE COMPANY shall ensure that all payments due to it on behalf of THE RIGHTS HOLDER shall be made timeously and shall be made free of set off or any other deductions, save for those set out above, directly into the nominated bank account of THE COMPANY.



Dawson Edwards & Associates
Ref: 5125-MMSA
14 January 2019
SA (12) (6) 2120

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|------------------------------------------------------------------------------------------------------|--------------------|
| CERTIFIED A TRUE COPY OF THE ORIGINAL WHERE NO VISIBLE CHANGES BY AN AUTHORISED PERSON HAS BEEN MADE | |
| SIGNATURE: | <i>[Signature]</i> |
| DESIGNATION: | <i>Director</i> |
| DATE: | <i>2.09.19</i> |

[Handwritten initials and signatures]

8.7. THE COMPANY shall ensure that the guaranteed minimum payment referred to in clause 8.2 above, if applicable, shall be paid within 14 (fourteen) days of the termination of the charter/catching arrangement or 31 March 2019, whichever happens earlier.

8.8. THE RIGHTS HOLDER hereby authorises THE COMPANY to receive all funds due to THE RIGHTS HOLDER from THE VESSEL OWNER on their behalf. Thereafter THE COMPANY is authorised to make the payment to THE RIGHTS HOLDER from these funds. THE COMPANY is instructed to make these payments as soon as possible after funds are received from THE VESSEL OWNER. Upon receipt of any funds THE COMPANY shall account to THE RIGHTS HOLDER for the sums received (and any division thereof) and shall call on THE RIGHTS HOLDER to present it with valid VAT invoices for the said amounts, upon receipt of which THE COMPANY shall pay THE RIGHTS HOLDER directly into the bank accounts nominated by them.

9. EXEMPTION

If by any accident, blockade, labour stoppage, storm, changes in laws or regulations, acts or defaults of common carriers, equipment failure, acts of government and government officials, or acts of God or the public enemy and any other cause beyond THE COMPANY's reasonable control, whether or not similar to the causes herein specifically mentioned, THE COMPANY is unable to perform any of its obligations in terms of this agreement, THE COMPANY shall not in that event be in breach of this agreement or in any way liable to THE RIGHTS HOLDER provided that THE COMPANY shall, as soon as possible notify THE RIGHTS HOLDER of such circumstances and endeavour, to minimize the effect of it's inability to perform its obligations and provided further that when the said circumstances no longer exist, it takes all reasonable steps to place itself in a position to again perform it's obligations hereunder as soon as reasonably possible.

10. DEFAULT



Dawson Edwards & Associates
Tel: 01203 600044
14 January 2019
12-08-19

| | |
|------------------------------------------------------------------------------------------------------|--------------------|
| CERTIFIED A TRUE COPY OF THE ORIGINAL WHERE NO VISIBLE CHANGES BY AN AUTHORISED PERSON HAS BEEN MADE | |
| SIGNATURE..... | <i>[Signature]</i> |
| DESIGNATION:..... | DIRECTOR |
| DATE:..... | 12-08-19 |

[Handwritten signatures and initials]

In the event of any Party ("the defaulting party") committing any breach of this Agreement and failing, where such breach is capable of being remedied, within 7 (seven) days after the date of receipt of written notice given by any other Party to remedy such breach then (notwithstanding anything to the contrary herein contained), the Party not in default shall be entitled to cancel this Agreement by further notice in writing to that effect and/or to exercise any other remedy available to it in terms of this Agreement or which is otherwise available against the defaulting party.

11. ARBITRATION

- 11.1. In the event of any dispute arising relating to, or with regard to the interpretation of, any provision of this Agreement, such dispute shall be submitted to and decided by way of arbitration on notice to that effect given by any Party. The arbitration shall be held informally in Cape Town and the arbitrator shall have the absolute discretion to determine the arbitration venue, dates and times of hearing and the procedure to be adopted during the course of the arbitration, it being the agreed intention of the parties that the arbitration shall be held and concluded within as short a time as possible after the receipt of notice given under this sub-clause, provided that the Parties shall at all times during the arbitration be entitled to be represented by legal or other representatives.
- 11.2. The arbitrator shall be an independent and suitably qualified person, regard being had to the nature of the dispute, as may be agreed between the Parties in writing, provided that if agreement cannot be reached on the identity of the arbitrator within 3 (three) Business Days of the date of receipt of notice given under sub-clause 11.1 above, the President, failing whom the Vice-President, for the time being of the Law Society of the Cape shall, upon the request by any Party nominate the arbitrator.
- 11.3. This clause shall constitute each Party's irrevocable consent to the arbitration proceedings and no Party shall be entitled to withdraw there from or to claim at such arbitration proceedings that it is not bound by this clause.



Dawson Edwards & Associates
Tel: 021 461 4242
14 January 2019
Tel: 021 461 4240

| | |
|-------------------------------------------------------------------------------------------------------|-----------------|
| CERTIFIED A TRUE COPY OF THE ORIGINAL WHERE NO VISIBLE CHANGES BY AN AUTHORISED PERSON HAS BEEN MADE. | |
| SIGNATURE: | <u>B. O. M.</u> |
| DESIGNATION: | <u>Director</u> |
| DATE: | <u>12-8-19</u> |

[Handwritten signatures and initials]

11.4. Each Party hereby irrevocably agrees that the decision of the arbitrator in the arbitration proceedings:

11.4.1. shall be final and binding on each of them; and

11.4.2. will be carried into effect; and

11.4.3. may be made an order of the Court.

12. **FUTURE RELATIONSHIP**

The parties record that it is envisaged that this agreement shall be a pre-cursor to a long-term arrangement between the parties. In the event of the parties be satisfied with the performance of all parties hereto the parties undertake to enter into negotiations in good faith to attempt to settle the terms of a long-term joint venture relationship commencing in the 2019 fishing season and enduring for the remainder of the large pelagics long term rights period. It is envisaged that long term joint venture relationship shall involve THE VESSEL OWNER re-flagging the vessel in South Africa and that an incorporated joint venture company will be created through which the parties shall share in the profits and losses of the venture by virtue of their ownership of the issued shares of the company.

13. **GENERAL**

13.1. The parties undertake to keep confidential all information about or concerning the Agreement and its operation and shall not disclose any such information to any third party otherwise than may be required for auditing purposes or by virtue of any law or with the prior consent of the other party.

13.2. The Parties hereto undertake to co-operate with each other and to do all things and sign all such documents (and/or procure same to be done) as may be necessary or requisite in order to give proper and due effect to the terms of this Agreement or any matter arising there from in accordance with its intent and purpose.



Dawson Edwards & Associates

Tel: 0123 70 1144
Fax: 0123 70 1145
www.dawsonedwards.co.za

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|------------------------------------------------------------------------------------------------------|--------------------------------|
| CERTIFIED A TRUE COPY OF THE ORIGINAL WHERE NO VISIBLE CHANGES BY AN AUTHORISED PERSON HAS BEEN MADE | |
| SIGNATURE: | <i>[Handwritten Signature]</i> |
| DESIGNATION: | <i>Director</i> |
| DATE: | <i>12.8.19</i> |

[Handwritten initials and signatures]

- 13.3. On the signature of this Agreement by both Parties, any Heads of Agreement previously signed by the Parties shall cease to be of force and effect.
- 13.4. No extension of time or indulgence granted by any Party shall be deemed in any way to affect, prejudice or derogate from the rights of such Party in any respect under this Agreement, nor shall it in any way be regarded as a waiver of any rights hereunder or a novation of this Agreement.
- 13.5. No amendment of this Agreement shall be effective unless and until it has been reduced to writing and signed by the Parties.
- 13.6. This Agreement shall form the sole contractual relationship between the Parties in relation to the Agency relations and appointment of THE COMPANY in a management position *vis a vis* the catching, processing and marketing of the fish and no representations made by any Party during the negotiations which preceded the signature of this Agreement shall be binding on such Party unless same are repeated in writing.
- 13.7. No Party shall be entitled to cede any of its rights nor delegate any of its obligations under this Agreement to any other person without the prior written consent of the other Parties.
- 13.8. The High Court of South Africa, Cape of Good Hope Provincial Division shall, save as is otherwise provided in this Agreement, have the sole and exclusive jurisdiction to hear and determine any and all matters arising from the interpretation of this Agreement or in relation to the Parties' performance in terms of this Agreement, including the enforcement of any arbitration award in terms of Clause 10 above.

14. ADDRESSES FOR SERVICE

The Parties choose as their respective *domicilium citandi et executandi* addresses and fax numbers those set out below or such other, changed, addresses (not being a post office box or post office private number, *poste restante* or unoccupied premises or



Dewson Edwards & Associates
REG. 1175-NR/144
14 January 2017
1991/02/14/02/4540

| | |
|-------------------------------------------------------------------------------------------------------|--------------------|
| CERTIFIED A TRUE COPY OF THE ORIGINAL WHERE NO VISIBLE CHANGES BY AN AUTHORISED PERSON HAS BEEN MADE. | |
| SIGNATURE | <i>[Signature]</i> |
| DATE | <i>12-03-19</i> |

[Handwritten initials and signatures]

addresses) in South Africa or fax numbers, as may be nominated by the Participant concerned from time to time in writing:

IMPALA FISHING at: Cnr of 5th Ave & Italian Road
Grassy Park
7941
Fax Number: 021 705 5583

THE COMPANY at: 22 Old Mill Street
Unit 7B, Old Mill Business Park
Ndabeni
7405
Fax Number: 021 531 1959

Any notice may be.

- 14.1 given by fax in which event it shall be deemed to have been received at the time of transmission; or
- 14.2 hand delivered by one party to the other during normal business hours in which event it shall be deemed to have been received when delivered; or

sent by prepaid registered post by one party to the other in which event it shall be deemed to have been received by the addressee 7 (seven) days after date of posting.

DATED AT CAPE TOWN THIS 16 DAY OF JANUARY 2019.

AS WITNESSES:

- 1. [Signature]
- 2. [Signature]

[Signature]
who is duly authorised to sign this agreement on behalf of IMPALA FISHING





Dawson Edwards & Associates
Reg. 1132/0044
15 January 2019
Tel: 021 462 4300

CERTIFIED A TRUE COPY OF THE ORIGINAL WHERE NO VISIBLE CHANGES BY AN AUTHORISED PERSON HAS BEEN MADE
SIGNATURE: [Signature]
POSITION: DIRECTOR
DATE: 12-03-19

[Handwritten notes]

DATED AT PINELANDS THIS 14th DAY OF JANUARY 2019.


AS WITNESSES:

1. 
2. 


who is duly authorised to sign this agreement
on behalf of THE COMPANY



Dawson Edwards & Associates
Ref: 115578144
14 January 2019
Tel: 021 462 4311

| | |
|------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| CERTIFIED A TRUE COPY OF THE ORIGINAL WHERE NO VISIBLE CHANGES BY AN AUTHORISED PERSON HAS BEEN MADE | |
| SIGNATURE: | <u></u> |
| DESIGNATION: | <u>Director</u> |
| DATE: | <u>14.01.19</u> |



agriculture, forestry & fisheries

Department:
Agriculture, Forestry and Fisheries
REPUBLIC OF SOUTH AFRICA

Private Bag X2, Vlaeberg, 8018. Tel: +27 21 402 3911

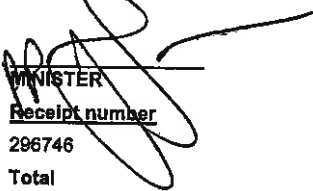
PERMIT TO UNDERTAKE COMMERCIAL FISHING OF LARGE PELAGIC LONGLINE

REFERENCE: V1/29/5/1
TELEPHONE: 0861 123 626
ENQUIRIES: Customer Service Centre

Issued in terms of Section 13 and 83 of the Marine Living Resources Act, 1998 (Act No. 18 of 1998) read together with the regulations promulgated thereunder and subject to the conditions attached .

SECTION A

| | | | |
|--------------------|------------------------------------------------------------------|---------|------------------|
| Permit number | 1900974 | | |
| Rights number | LAPG151214 | | |
| Rights holder | Combined Fishing Enterprises (Pty) Ltd | | |
| | Id : 2016/345865/07 | | |
| Street address | 22 Old Mill Str, Old Mill Park Unit 7B, Ndabeni, CAPE TOWN, 7405 | | |
| Validity period | FROM 01/02/2019 to 31/01/2020 | | |
| Name of vessel | FUKUSEKI MARU NO 31 | | |
| | Area number | FRG1155 | Length of vessel |
| | SABS no. | | 49.39 |
| | | | Callsign |
| | | | JEFR |
| Gross Tonnage | 379 | | |
| Statistic Book | 1905 - 1938 | | |
| Length overall (m) | 49.39 | | |


MINISTER

- 1 FEB 2019
DATE

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|-----------------------|---------------|
| <u>Receipt number</u> | <u>Amount</u> |
| 296746 | R 1071.00 |
| Total | R 1071.00 |

| |
|-----------------------------------------------------------|
| DEPT. VAN LANDBOU, BOSBOU EN VISSERYE |
| TAK: VISSERYE BESTUUR PRIVATE X2, VLAEBERG 8018 |
| PRIVATE X2. VLAEBERG 8018 BRANCH: FISHERIES MANAGEMENT |
| DEPT. OF AGRICULTURE, FORESTRY AND FISHERIES |

**PERMIT TO UNDERTAKE COMMERCIAL FISHING OF LARGE PELAGIC
 LONGLINE**

Dandan.

REFERENCE: V1/29/5/1
 TELEPHONE: 0851 123 626
 ENQUIRIES: Customer Service Centre

Issued in terms of Section 13 and 83 of the Marine Living Resources Act, 1998 (Act No. 18 of 1998) read together with the regulations promulgated thereunder and subject to the conditions attached .

SECTION A

| | | | |
|--------------------|------------------------------------------------------------------------|------------------------------|--|
| Permit number | 1903771 | | |
| Rights number | LAPG151207 | | |
| Rights holder | FERRO FISHING (PTY) LTD | | |
| Street address | Id : 1990/06714/07 | | |
| Validity period | 23 Geriva Mansions, St James Street, Vredehoek, Cape Town, 8001 | | |
| Name of vessel | FROM 14/05/2019 to 31/01/2020 | | |
| Gross Tonnage | KOEI MARU NO.1 | | |
| Statistic Book | Area number FRG102 | Length of vessel 49.3 | |
| Length overall (m) | SABS no. 399 | Callsign JIQG | |
| | 2585 - 2618 | | |
| | 49.30 | | |

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|-----------------------|------------------|--|
| MINISTER | DATE | |
| Receipt number | Amount | |
| 300111 | R 1071.00 | |
| Total | R 1071.00 | |

**P
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T**



agriculture, forestry & fisheries

Department:
Agriculture, Forestry and Fisheries
REPUBLIC OF SOUTH AFRICA

Private Bag X2, Roggebaai, 8012. Tel: +27 21 402 3911

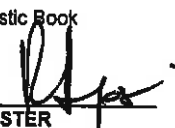
PERMIT TO UNDERTAKE COMMERCIAL FISHING OF LARGE PELAGIC LONGLINE

REFERENCE: V1/29/5/1
TELEPHONE: 0861 123 626
ENQUIRIES: Customer Service Centre

Issued in terms of Section 13 and 83 of the Marine Living Resources Act, 1998 (Act No. 18 of 1998) read together with the regulations promulgated thereunder and subject to the conditions attached .

SECTION A

| | | | |
|-----------------|-------------------------------------------------|-------|-----------------------|
| Permit number | 1903941 | | |
| Rights number | LAPG151215 | | |
| Rights holder | Impala Fishing (Pty) Ltd | | |
| | Id : 1994/003706/07 | | |
| Street address | Cnr. 5th Avenue & Italian Rd, Grassy Park, 7941 | | |
| Validity period | FROM 03/05/2019 to 31/01/2020 | | |
| Name of vessel | KOEI MARU NO.88 | | |
| | Area number | FRG65 | Length of vessel 49.3 |
| | SABS no. | | Callsign JDNP |
| Gross Tonnage | 395 | | |
| Statistic Book | 2177 - 2210 | | |


MINISTER

03 -05- 2019
DATE

| <u>Receipt number</u> | <u>Amount</u> |
|-----------------------|------------------|
| 300473 | R 1071.00 |
| Total | R 1071.00 |

| |
|-----------------------------------------------------------|
| DEPT. VAN LANDBOU, BOSBOU EN VISSERYE |
| TAK: VISSERYE BESTUUR PRIVATE X2, VLAEBERG 8018 |
| PRIVATE X2, VLAEBERG 8018 BRANCH: FISHERIES MANAGEMENT |
| DEPT. OF AGRICULTURE, FORESTRY AND FISHERIES |



agriculture, forestry & fisheries

Department:
Agriculture, Forestry and Fisheries
REPUBLIC OF SOUTH AFRICA

Department of Agriculture, Forestry and Fisheries: Fisheries Management
Private Bag X2, Roggebaai, 8012. Tel. No: (021) 402 3911

Enquiries: Q Mketsu
Tel: (021) 402 3048
Fax: (021) 402 3734
E-mail: QayisoMK@daff.gov.za

Chikage Yoshikawa-san
Fisheries Agency of Agency of Japan
Fisheries Management Division
1-2-1 Kasumigaseki,
Chiyoda-ku, Tokyo
100-8950
Japan

Dear Chikage Yoshikawa-san

RE: AGREEMENT TO COMPLY WITH IOTC CONSERVATION AND MANAGEMENT MEASURES

In accordance with the Indian Ocean Tuna Commission's Resolution 18/10, the Department of Agriculture, Forestry and Fisheries ("the Department"); Branch: Fisheries Management of the Republic of South Africa hereby gives its consent to the chartering agreement entered into by Tuna South Africa (Pty) Ltd of South Africa and Kanzaki Suisan Co. Ltd of Japan for the use of the vessel, *Koei Maru No. 1*. In addition and in accordance with the aforesaid IOTC Resolution, the Department agree to comply with the current IOTC Conservation and Management Measures.

Yours sincerely,

DEPUTY DIRECTOR-GENERAL: BRANCH: FISHERIES MANAGEMENT
Letter Signed By: Mr. Saasa Pheeha
Designation: Director: Offshore & High Seas Fisheries Management
DATE: 05 June 2019



agriculture, forestry & fisheries

Department:
Agriculture, Forestry and Fisheries
REPUBLIC OF SOUTH AFRICA

Department of Agriculture, Forestry and Fisheries: Fisheries Management
Private Bag X2, Roggebaai, 8012. Tel. No: (021) 402 3911

Enquiries: Q Mketsu
Tel: (021) 402 3048
Fax: (021) 402 3734
E-mail: QayisoMK@daff.gov.za

Chikage Yoshikawa-san
Fisheries Agency of Agency of Japan
Fisheries Management Division
1-2-1 Kasumigaseki,
Chiyoda-ku, Tokyo
100-8950
Japan

Dear Chikage Yoshikawa-san

RE: AGREEMENT TO COMPLY WITH IOTC CONSERVATION AND MANAGEMENT MEASURES

In accordance with the Indian Ocean Tuna Commission's Resolution 18/10, the Department of Agriculture, Forestry and Fisheries ("the Department"); Branch: Fisheries Management of the Republic of South Africa hereby gives its consent to the chartering agreement entered into by Tuna South Africa (Pty) Ltd of South Africa and Kanzaki Suisan Co. Ltd of Japan for the use of the vessel, *Koei Maru No. 88*. In addition and in accordance with the aforesaid IOTC Resolution, the Department agree to comply with the current IOTC Conservation and Management Measures.

Yours sincerely,

DEPUTY DIRECTOR-GENERAL: BRANCH: FISHERIES MANAGEMENT
Letter Signed By: **Mr. Saasa Pheeha**
Designation: **Director: Offshore & High Seas Fisheries Management**
DATE: **05 June 2019**



agriculture, forestry & fisheries

Department:
Agriculture, Forestry and Fisheries
REPUBLIC OF SOUTH AFRICA

Department of Agriculture, Forestry and Fisheries: Fisheries Management
Private Bag X2, Roggebaai, 8012. Tel. No: (021) 402 3911

Enquiries: Q Mketsu
Tel: (021) 402 3048
Fax: (021) 402 3734
E-mail: QayisoMK@daff.gov.za

Chikage Yoshikawa-san
Fisheries Agency of Agency of Japan
Fisheries Management Division
1-2-1 Kasumigaseki,
Chiyoda-ku, Tokyo
100-8950
Japan

Dear Chikage Yoshikawa-san

RE: AGREEMENT TO COMPLY WITH IOTC CONSERVATION AND MANAGEMENT MEASURES

In accordance with the Indian Ocean Tuna Commission's Resolution 18/10, the Department of Agriculture, Forestry and Fisheries ("the Department"); Branch: Fisheries Management of the Republic of South Africa hereby gives its consent to the chartering agreement entered into by Combined Fishing Enterprises (Pty) Ltd of South Africa and Fukuseki Maru Co Ltd of Japan for the use of the vessel, *Fukuseki Maru No. 31*. In addition and in accordance with the aforesaid IOTC Resolution, the Department agree to comply with the current IOTC Conservation and Management Measures.

Yours sincerely,

DEPUTY DIRECTOR-GENERAL: BRANCH: FISHERIES MANAGEMENT
Letter Signed By: Mr. Saasa Pheeha
Designation: Director: Offshore & High Seas Fisheries Management
DATE: 05 June 2019