environmental affairs

Department:
Environmental Affairs
REPUBLIC OF SOUTH AFRICA

APPLICATION FORM FOR ENVIRONMENTAL AUTHORISATION

	(For official use only)
File Reference Number:	12/12/20/
NEAS Reference Number:	DEAT/EIA/
Date Received:	

Application for authorisation in terms of the National Environmental Management Act, 1998 (Act No. 107 of 1998), as amended and the Environmental Impact Assessment Regulations, 2010

PROJECT TITLE

MAREETSANE BATHO-BATHO SOLAR PV FACILITY

Kindly note that:

1. This application form is current as of 2 August 2010. It is the responsibility of the applicant to ascertain whether subsequent versions of the form have been published or produced by the competent authority.
2. The application must be typed within the spaces provided in the form. The sizes of the spaces provided are not necessarily indicative of the amount of information to be provided. Spaces are provided in tabular format and will extend automatically when each space is filled with typing.
3. Where applicable **black out** the boxes that are not applicable in the form.
4. Incomplete applications may be returned to the applicant for revision.
5. The use of the phrase "not applicable" in the form must be done with circumspection. Should it be done in respect of material information required by the competent authority for assessing the application, it may result in the rejection of the application as provided for in the Regulations.
6. This application must be handed in at the offices of the relevant competent authority as determined by the Act and regulations.
7. No faxed or e-mailed applications will be accepted.
8. Unless protected by law, all information filled in on this application will become public information on receipt by the competent authority. Any interested and affected party should be provided with the information contained in this application on request, during any stage of the application process.
9. Should a specialist report or report on a specialised process be submitted at any stage for any part of this application, the terms of reference for such report must also be submitted.

Queries must be addressed to the contact hereunder:

Departmental Details

Postal address:
Department of Environmental Affairs
Attention: Director: Environmental Impact Evaluation
Private Bag X447
Pretoria
0001

Physical address:
Department of Environmental Affairs
Fedsure Forum Building (corner of Pretorius and Van der Walt Streets)
2nd Floor North Tower
315 Pretorius Street
Pretoria
0002

Queries should be directed to the Directorate: Environmental Impact Evaluation at:

Tel: 012-310-3268
Fax: 012-320-7539

Please note that this form must be copied to the relevant provincial environmental department/s.

View the Department's website at http://www.deat.gov.za/ for the latest version of the documents.

SITE IDENTIFICATION AND LINKAGE

Please indicate all the Surveyor-general 21 digit site (erf/farm/portion) reference numbers for all sites (including portions of sites) that are part of the application.

Kindly note that the site has not been surveyed and therefore is not registered at the SG office.

T	O	I	O	0	0	0	0	0	0	0	0	0	3	0	4	0	0	0	0	0

(if there are more that 6, please attach a list with the rest of the numbers)
(These numbers will be used to link various different applications, authorisations, permits etc. that may be connected to a specific site)

Kindly note that the greater land parcel within which the site is located has not been surveyed and/or registered with the Deeds Office.

PROJECT TITLE

MAREETSANE BATHO-BATHO SOLAR PV FACILITY

1. BACKGROUND INFORMATION

Project applicant:	Kgatelopele Private Equity and Venture Capital (Pty) Ltd		
Trading name (if any):	Kgatelopele Private Equity and Venture Capital (Pty) Ltd		
Contact person:	Mr Keobakile Sedupane		
Physical address:	29 Tulipwood VanHeerden Halfway Gardens Midrand		
Postal address:	P.O. Box 32836 Kyalami		
Postal code:	1686	Cell:	+27 83 254 5210
Telephone:	+27 83 254 5210	Fax:	+27 86 669 5190
E-mail:	keobakiles@kgatelopele.co.za		

Provincial Authority:	North West Department of Economic Development, Environment, Conservation and Tourism		
Contact person:	Ms Delta Thabile Mahlaku		
Postal address:	Private Bag X15 Mmabatho		
Postal code:	2735	Cell:	
Telephone:	+27 18 389 5959	Fax:	+27 18 389 5006
E-mail:	dtmahlaku@nwpg.gov.za		

Landowner:	Mareetsane Tribal Authority		
Contact person:	Chief G.G. Motshegare		
Postal address:	Bathobatho Village Office 636 Mareetsane		
Postal code:		Cell:	+27 72 630 6139
Telephone:	+27 18 384 3286	Fax:	
E-mail:			

In instances where there is more than one landowner, please attach a list of landowners with their contact details to this application.

Local authority in whose jurisdiction the proposed activity will fall:	Ratlou Local Municipality		
Nearest town or districts:	Mareetsane		
Contact person:	Mr Glen Lekomanyane (Municipal Manager)		
Postal address:	PO Box X494, Stella		
Postal code:	8650	Cell:	N/A
Telephone:	+27 18 330 7000	Fax:	+27 18 330 7047
E-mail:	glen@ratlou.gov.za		

In instances where there is more than one local authority involved, please attach a list of local authorities with their contact details to this application.

N/A

2. ACTIVITIES APPLIED FOR TO BE AUTHORISED

2.1 For an application for authorisation that involves more than one listed or specified activity that, together, make up one development proposal, all the listed activities pertaining to this application must be indicated.

Indicate the number and date of the relevant notice:	Activity No (s) (in terms of the relevant notice):	Describe each listed activity as per project description[1]:
545, 18 June 2010	1: The construction of facilities or infrastructure for the generation of electricity where the electricity output is 20 megawatts or more.	The proposed solar power plant will generate approximately 30MW of electricity.
545, 18 June 2010	15: Physical alteration of undeveloped, vacant or derelict land for residential, retail, commercial, recreational, industrial or institutional use where the total area to be transformed is 20 hectares or more; except where such physical alteration takes place for: (i) linear development activities; or (ii) agriculture or afforestation where activity 16 in this Schedule will apply.	The extent of the proposed site is approximately 140 ha.
544, 18 June 2010	9: The construction of facilities or infrastructure exceeding 1000 metres in length for the bulk transportation of water, sewage or storm water - (i) with an internal diameter of 0,36 meters or more; or (ii) with a peak throughput of 120 litres per second or more, excluding where: a. such facilities or infrastructure are for bulk transportation of water, sewage or storm water or storm water drainage inside a road reserve; or b. where such construction will occur within urban areas but further than 32 meters from a watercourse, measured from the edge of the watercourse.	The proposed development may require service infrastructure to be installed. The applicability of this activity will be confirmed during the Scoping Phase.
544, 18 June 2010	10: The construction of facilities or infrastructure for the transmission and distribution of electricity (i) outside urban areas or industrial complexes with a capacity of more than 33 but less than 275 kilovolts	The proposed solar plant will require electrical transmission lines to evacuate electricity generated by the plant to the National Grid.
544, 18 June 2010	11: The construction of: (i) canals; (ii) channels; (iii) bridges; (iv) dams; (v) weirs; (vi) bulk storm water outlet structures; (vii) marinas; (viii) jetties exceeding 50 square metres in size; (ix) slipways exceeding 50 square metres in size; (x) buildings exceeding 50 square metres in size; or (xi) infrastructure or structures covering 50 square metres or	Due to the known presence of wetlands and nearby watercourses – the proposed development may require infrastructure and/or buildings within 32m of a watercourse.

[1] Please note that this description should not be a verbatim repetition of the listed activity as contained in the relevant Government Notice, but should be a brief description of activities to be undertaken as per the project description

	more where such construction occurs within a watercourse or within 32 meters of a watercourse, measured from the edge of a watercourse, excluding where such construction will occur behind the development setback line.	
544, 18 June 2010	18: The infilling or depositing of any material of more than 5 cubic metres into, or the dredging, excavation, removal or moving of soil, sand, shells, shell grit, pebbles or rock or more than 5 cubic metres from: (i) a watercourse;	Due to the presence of wetlands and watercourses on site, there may be a requirement to move soils.
544, 18 June 2010	22: The construction of a road, outside urban areas, (i) with a reserve wider than 13.5 meters; or (ii) where no reserve exists where the road is wider than 8 meters,	As part of the proposed development, roads will need to be constructed to provide access to the proposed site.
546, 18 June 2010	4: The construction of a road wider than 4 metres with a reserve less than 13.5 metres. **(c) In the North West:** (i) outside urban areas, in: (aa) A protected area identified in terms of NEMPAA, excluding conservancies; (bb) National Protected Area Expansion Strategy Focus areas; (cc) Sensitive areas as identified in an environmental management framework as contemplated in chapter 5 of the Act and as adopted by the competent authority; (dd) Sites or areas identified in terms of an International Convention; (ee) Critical biodiversity areas (Terrestrial Type 1 and 2 and Aquatic Type 1) as identified in systematic biodiversity plans adopted by the competent authority or in bioregional plans; (ff) Core areas in biosphere reserves; (gg) Areas within 10 kilometres from national parks or world heritage sites or 5 kilometres from any other protected area identified in terms of NEMPAA or from a biosphere reserve.	The proposed site falls within a identified biodiversity node and corridor in terms of the North-West Province Biodiversity Conservation Assessment Technical Report.
546, 18 June 2010	14: The clearance of area of 5 hectares or more of vegetation where 75% or more the vegetative cover constitutes indigenous vegetation **(a) In the North West:** (i) All areas outside urban areas	Due to construction activities on the site, there may be a need to clear vegetation of 5 hectares or more that may be 75% or more indigenous.
546, 18 June 2010	16: The construction of: (iii) Buildings with a footprint exceeding 10 square metres in size; or (iv) Infrastructure covering 10 square metres or more where such construction occurs within a watercourse or within 32 meters of a watercourse, measured from the edge of a watercourse, excluding where such construction will occur behind the development setback line. **(c) In North West:** (i) Outside urban areas, in: (aa) A protected area identified in terms of NEMPAA, excluding conservancies; (bb) National Protected Area Expansion Strategy Focus areas; (cc) World Heritage Sites; (dd) Sensitive areas as identified in an environmental management framework as contemplated in chapter 5 of the Act and as adopted by the competent authority; (ee) Sites or areas identified in terms of an International	The proposed site falls within a identified biodiversity node and corridor in terms of the North-West Province Biodiversity Conservation Assessment Technical Report.

	Convention; (ff) Critical biodiversity areas or ecosystems service areas as identified in systematic biodiversity plans adopted by the competent authority or in bioregional plans; (gg) Core areas in biosphere reserves; (hh) Areas within 10 kilometres from national parks or world heritage sites or 5 kilometres from any other protected area identified in terms of NEMPAA or from a biosphere reserve.	

Please note that any authorisation that may result from this application will only cover activities specifically applied for.

2.2 A project schedule, indicating the different phases and timelines of the project, must be attached to this application form.

Refer to Project Schedule in Appendix B.

3. OTHER AUTHORISATIONS REQUIRED

3.1 DO YOU NEED ANY AUTHORISATIONS IN TERMS OF ANY OF THE FOLLOWING LAWS?

3.1.1 National Environmental Management: Waste Act [redacted]/No
3.1.2 National Environmental Management: Air Quality Act [redacted]/No
3.1.3 National Environmental Management: Protected Areas Act [redacted]/No
3.1.4 National Environmental Management: Biodiversity Act Yes/[redacted]
3.1.5 Mineral Petroleum Development Resources Act [redacted]/No
3.1.6 National Water Act Yes/[redacted]
3.1.7 National Heritage Resources Act [redacted]/No
3.1.8 Other: National Forest Act Yes/[redacted]

3.2 Have such applications been lodged already? [redacted]/No

4. DECLARATIONS

4.1 The Applicant

I, **Mr Keobakile Sedupane** ,declare that I -

- am, or represent[2], the applicant in this application;
- have appointed / will appoint (delete that which is not applicable) an environmental assessment practitioner to act as the independent environmental assessment practitioner for this application / will obtain exemption from the requirement to obtain an environmental assessment practitioner[3];
- will provide the environmental assessment practitioner and the competent authority with access to all information at my disposal that is relevant to the application;
- will be responsible for the costs incurred in complying with the Environmental Impact Assessment Regulations, 2010, including but not limited to –
  - costs incurred in connection with the appointment of the environmental assessment practitioner or any person contracted by the environmental assessment practitioner;
  - costs incurred in respect of the undertaking of any process required in terms of the Regulations;
  - costs in respect of any fee prescribed by the Minister or MEC in respect of the Regulations;
  - costs in respect of specialist reviews, if the competent authority decides to recover costs; and
  - the provision of security to ensure compliance with conditions attached to an environmental authorisation, should it be required by the competent authority;
- will ensure that the environmental assessment practitioner is competent to comply with the requirements of these Regulations and will take reasonable steps to verify whether the EAP complies with the Regulations;
- will inform all registered interested and affected parties of any suspension of the application as well as of any decisions taken by the competent authority in this regard;
- am responsible for complying with the conditions of any environmental authorisation issued by the competent authority;
- hereby indemnify the Government of the Republic, the competent authority and all its officers, agents and employees, from any liability arising out of the content of any report, any procedure or any action which the applicant or environmental assessment practitioner is responsible for in terms of these Regulations;
- will not hold the competent authority responsible for any costs that may be incurred by the applicant in proceeding with an activity prior to obtaining an environmental authorisation or prior to an appeal being decided in terms of these Regulations;
- will perform all other obligations as expected from an applicant in terms of the Regulations;
- all the particulars furnished by me in this form are true and correct; and
- I realise that a false declaration is an offence in terms of regulation 71 and is punishable in terms of section 24F of the Act.

Signature of the applicant[4]/ Signature on behalf of the applicant:

Kgatelopele Private Equity and Venture Capital (Pty) Ltd

Name of company (if applicable):

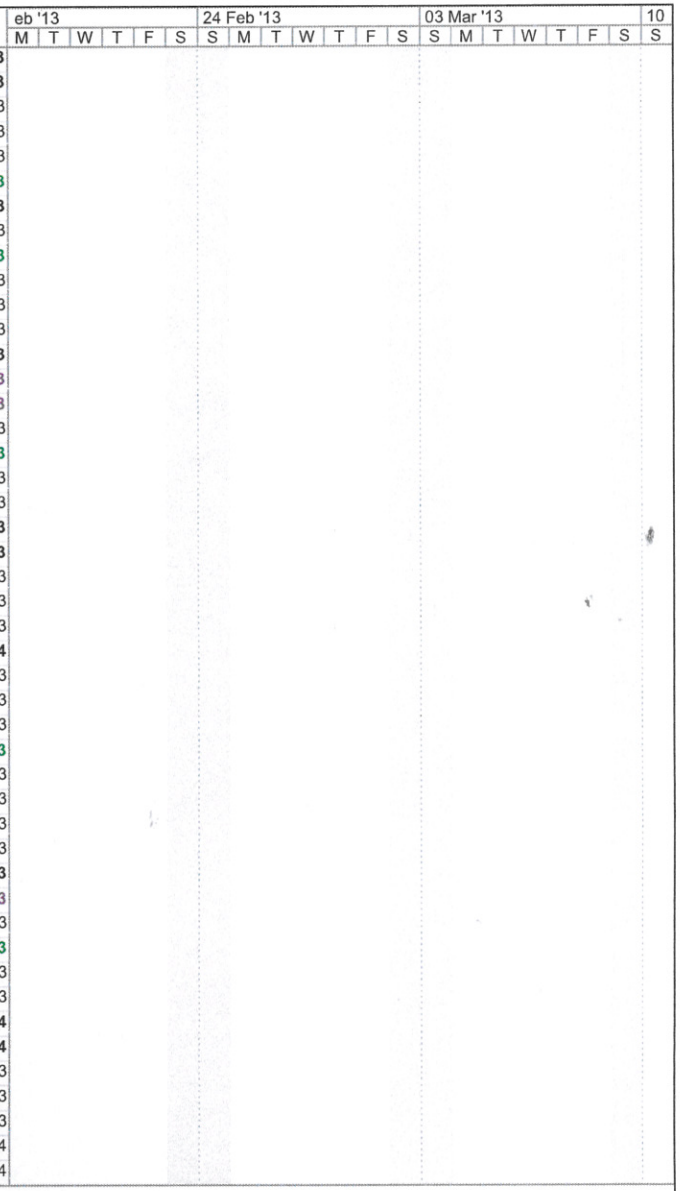
Date: 19-03-2019

[2] If this is signed on behalf of the applicant, proof of such authority from the applicant must be attached.

[3] If exemption is obtained from appointing an EAP, the responsibilities of an EAP will automatically apply to the person conducting the environmental impact assessment in terms of the Regulations.

[4] If the applicant is a juristic person, a signature on behalf of the applicant is required as well as proof of such authority. An EAP may not sign on behalf of an applicant.

ID	Task Name	Duration	Start	Finish
1	**SEIR ASSESSMENT PROCESS - MAREETSANE BATHO BATHO PV SOLAR FARM**	**203 days**	**Wed 13/03/13**	**Fri 20/12/13**
2	**Application Forms**	**19 days**	**Wed 13/03/13**	**Mon 08/04/13**
3	Compile the S&EIR Application Forms	5 days	Wed 13/03/13	Tue 19/03/13
4	Applicant to sign Application Form	1 day	Wed 20/03/13	Wed 20/03/13
5	Submit S&EIR Application Forms to Authorities (DEA)	1 day	Fri 22/03/13	Fri 22/03/13
6	**Authorities Acknowledge Application Forms (DELIVERABLE)**	**11 days**	**Mon 25/03/13**	**Mon 08/04/13**
7	**Scoping Phase**	**81 days**	**Mon 25/03/13**	**Mon 15/07/13**
8	Compilation of the Draft Scoping Report	3 days	Mon 25/03/13	Wed 27/03/13
9	**Draft Scoping Report (DELIVERABLE)**	**1 day**	**Wed 27/03/13**	**Wed 27/03/13**
10	Client Review of Draft Documents	5 days	Thu 28/03/13	Wed 03/04/13
11	Amend Draft Documents based on client comment	3 days	Thu 04/04/13	Mon 08/04/13
12	Finalise and compilation of Reports for public participation	2 days	Tue 09/04/13	Wed 10/04/13
13	**Public Participation**	**31 days**	**Thu 11/04/13**	**Thu 23/05/13**
14	**Publish Advertisements**	**1 day**	**Thu 11/04/13**	**Thu 11/04/13**
15	**Public Review of the Draft Scoping Report (excluding public holidays) - 40 days**	**30 days**	**Fri 12/04/13**	**Thu 23/05/13**
16	Finalise the Scoping Report based on Comment & Response Report	1 day	Fri 24/05/13	Fri 24/05/13
17	**Final Scoping Report (DELIVERABLE)**	**1 day**	**Fri 24/05/13**	**Fri 24/05/13**
18	Client Review of Final Documents	2 days	Mon 27/05/13	Tue 28/05/13
19	Amend Final Documents based on client comment	2 days	Wed 29/05/13	Thu 30/05/13
20	**Competent Authority Review of Scoping**	**32 days**	**Fri 31/05/13**	**Mon 15/07/13**
21	**Environmental Authorisation - NEMA**	**32 days**	**Fri 31/05/13**	**Mon 15/07/13**
22	Submission of the Final Scoping Report to the DEA & Registered I&APs	1 day	Fri 31/05/13	Fri 31/05/13
23	DEA Acknowledge Receipt	10 days	Mon 03/06/13	Fri 14/06/13
24	DEA Review and Accepts the Report and Advises to proceed to EIA Phase	21 days	Mon 17/06/13	Mon 15/07/13
25	**EIR Phase**	**200 days**	**Mon 08/04/13**	**Fri 10/01/14**
26	Conduct required Specialist Studies (Ecological & Wetland Delineation)	40 days	Mon 08/04/13	Fri 31/05/13
27	Conduct required Specialist Studies (VIA; HIA; Agricultural Potential)	40 days	Mon 08/04/13	Fri 31/05/13
28	Compilation of the Draft EIR Report	20 days	Mon 03/06/13	Fri 28/06/13
29	**Draft EIR Report (DELIVERABLE)**	**1 day**	**Fri 28/06/13**	**Fri 28/06/13**
30	Client Review of Draft Documents	5 days	Mon 01/07/13	Fri 05/07/13
31	Amend Draft Documents based on client comment	6 days	Mon 08/07/13	Mon 15/07/13
32	Update Draft EIR Report with any specific DEA requirements in terms of the Scoping Approval	2 days	Tue 16/07/13	Wed 17/07/13
33	Compilation of Reports for public participation	2 days	Thu 18/07/13	Fri 19/07/13
34	**Public Participation**	**31 days**	**Mon 22/07/13**	**Mon 02/09/13**
35	**Public Review of the Draft EIR Report (excluding public holidays) - 40 days**	**31 days**	**Mon 22/07/13**	**Mon 02/09/13**
36	Finalise the EIR Report based on Comment & Response Report	2 days	Tue 03/09/13	Wed 04/09/13
37	**Final EIR Report (DELIVERABLE)**	**1 day**	**Wed 04/09/13**	**Wed 04/09/13**
38	Client Review of Final Documents	2 days	Thu 05/09/13	Fri 06/09/13
39	Amend Final Documents based on client comment	2 days	Mon 09/09/13	Tue 10/09/13
40	**Competent Authority Review of EIR**	**88 days**	**Wed 11/09/13**	**Fri 10/01/14**
41	**Environmental Authorisation - NEMA**	**88 days**	**Wed 11/09/13**	**Fri 10/01/14**
42	Submission of the Final EIR Report to the DEA & Registered I&APs	1 day	Wed 11/09/13	Wed 11/09/13
43	DEA Acknowledge Receipt (14 days)	10 days	Thu 12/09/13	Wed 25/09/13
44	DEA Review and Accepts/ Rejects EIR (60 days)	43 days	Thu 26/09/13	Mon 25/11/13
45	DEA Grant/ Refuse EA (45 days)	32 days	Tue 26/11/13	Wed 08/01/14
46	DEA Issues EA (2 days)	2 days	Thu 09/01/14	Fri 10/01/14



Project: 504744_Mareetsane Batho Ba
Date: Fri 15/03/13

Task | Progress | Summary | External Tasks | Deadline
Split | Milestone | Project Summary | External Milestone

environmental affairs

Department:
Environmental Affairs
REPUBLIC OF SOUTH AFRICA

DETAILS OF EAP AND DECLARATION OF INTEREST

	(For official use only)
File Reference Number:	12/12/20/
NEAS Reference Number:	DEAT/EIA/
Date Received:	

Application for authorisation in terms of the National Environmental Management Act, 1998 (Act No. 107 of 1998), as amended and the Environmental Impact Assessment Regulations, 2010

PROJECT TITLE

MAREETSANE BATHO-BATHO SOLAR PV FACILITY.

Environmental Assessment Practitioner (EAP):[1]	Strategic Environmental Focus (Pty) Ltd		
Contact person:	Ms. Vici Napier		
Postal address:	P.O. Box 74785, Lynnwood Ridge		
Postal code:	0040	Cell:	078 278 2898
Telephone:	(012) 349 1307	Fax:	(012) 349 1229
E-mail:	vici@sefsa.co.za		
Professional affiliation(s) (if any)	SACNASP Zoological Science and member of IAIA		

Project Consultant:	N/A		
Contact person:			
Postal address:			
Postal code:		Cell:	
Telephone:		Fax:	
E-mail:			

4.2 The Environmental Assessment Practitioner

I, VICTORIA NAPIER, declare that –

General declaration:

- I act as the independent environmental practitioner in this application
- I will perform the work relating to the application in an objective manner, even if this results in views and findings that are not favourable to the applicant
- I declare that there are no circumstances that may compromise my objectivity in performing such work;
- I have expertise in conducting environmental impact assessments, including knowledge of the Act, regulations and any guidelines that have relevance to the proposed activity;
- I will comply with the Act, regulations and all other applicable legislation;
- I will take into account, to the extent possible, the matters listed in regulation **8** of the regulations when preparing the application and any report relating to the application;
- I have no, and will not engage in, conflicting interests in the undertaking of the activity;
- I undertake to disclose to the applicant and the competent authority all material information in my possession that reasonably has or may have the potential of influencing - any decision to be taken with respect to the application by the competent authority; and - the objectivity of any report, plan or document to be prepared by myself for submission to the competent authority;
- I will ensure that information containing all relevant facts in respect of the application is distributed or made available to interested and affected parties and the public and that participation by interested and affected parties is facilitated in such a manner that all interested and affected parties will be provided with a reasonable opportunity to participate and to provide comments on documents that are produced to support the application;
- I will ensure that the comments of all interested and affected parties are considered and recorded in reports that are submitted to the competent authority in respect of the application, provided that comments that are made by interested and affected parties in respect of a final report that will be submitted to the competent authority may be attached to the report without further amendment to the report;
- I will keep a register of all interested and affected parties that participated in a public participation process; and
- I will provide the competent authority with access to all information at my disposal regarding the application, whether such information is favourable to the applicant or not
- all the particulars furnished by me in this form are true and correct;
- will perform all other obligations as expected from an environmental assessment practitioner in terms of the Regulations; and
- I realise that a false declaration is an offence in terms of regulation 71 and is punishable in terms of section 24F of the Act.

Disclosure of Vested Interest (delete whichever is not applicable)

- I do not have and will not have any vested interest (either business, financial, personal or other) in the proposed activity proceeding other than remuneration for work performed in terms of the Environmental Impact Assessment Regulations, 2010;

- ~~I have a vested interest in the proposed activity proceeding, such vested interest being:~~

VNapier.

Signature of the environmental assessment practitioner:

Strategic Environmental Focus (Pty) Ltd

Name of company:

19.03.2013

Date:

S · E · F

STRATEGIC ENVIRONMENTAL FOCUS

SOCIAL
ECONOMIC
ENVIRONMENT

18 March 2013

Attention: Chief G.G. Motshegare

Mareetsane Tribal Authority
Bathobatho Village
Office 636
Mareetsane

Tel: +27 18 384 3286
Number of Pages: 1

SEF Ref: 504744

NOTIFICATION LETTER: ENVIRONMENTAL APPLICATION PROCESS – PROPOSED MAREETSANE BATHO-BATHO SOLAR PV FACILITY NEAR MAREETSANE, NORTH WEST PROVINCE

The following serves to notify you of the Environmental Impact Assessment (EIA) process (Scoping and Environmental Impact Reporting Process), as required by Regulation 15(1) of the Environmental Impact Assessment Regulaitons, 2010 of the National Environmental Management Act, 1998 (Act No. 107 of 1998), as amended [NEMA].

The EIA will be conducted by Strategic Environmental Focus (Pty) Ltd (SEF), on behalf of the Applicant, Kgatelopele Private Equity and Venture Capital (Pty) Ltd, for the proposed Mareetsane Batho-Batho 30 MW Solar PV Facility on Tribal Land Mareetsane Batho-Batho in the North West Province.

Should you wish to participate in the environmental application process by contributing comments or issues of concern, please register as an Interested and Affected Party (I&AP) by completing the attached Registration and Comment Sheet and forward it to SEF as follows.

Attention:	Mandla Zuma		
Tel:	(012) 349 1307	**Post:**	PO Box 74785 Lynnwood Ridge Pretoria 0040
Fax:	086 640 5815 / 012 349 1229		
E-mail:	mandla@sefsa.co.za		

Meanwhile, should you have any questions, or would like to obtain more information, please feel free to contact me at the contact details provided above.

Yours sincerely

** Electronically signed*

Mandla Zuma
For Strategic Environmental Focus (Pty) Ltd

** An original signed copy can be made available on request.*

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Van Heerden Street
Halfway Gardens
1685
Tel: 083 254 5210
Fax: 086 669 5190

KGATELOPELE
Private Equity and Venture Capital (Pty. Ltd.)
Investing in the value of business.

01 June 2012

To Whom It May Concern

Letter of Intent regarding the Lease of Land for a Solar Facility between

Kgatelopele Private Equity and Venture Capital Pty (Ltd)

and

Mareetsane Community

This letter of intent, dated 07 June 2012 (the "Effective Date"), is between **Kgatelopele Private Equity and Venture Capital Pty (Ltd)** (hereto referred as Kgatelepelo) and **Mareetsane Community**, duly represented by **Chief G.G. Motshegare**. Kgatelopele and Mareetsane Community are referred to in this Letter of Intent as a "Party" or collectively as the "Parties".

I. **Background**

1. Kgatelopele is interested in developing, installing, owning and operating a 30 megawatt (MW) solar photovoltaic facility (PV) to be located in Mareetsane on the land yet to be identified by Chief Motshegare, pursuant to a Contract Agreement for a Solar PV Land Lease in the document attached hereto as Exhibit __ (**"The Agreement of Land Lease"**) that will be executed and signed by the Parties.

2. The Tribal Council showed interest and is currently considering Kgatelopele's proposal for the Solar PV project

3. This Letter of Intent sets forth indicative terms and conditions under which Kgatelopele and the Tribal Council agree to proceed and determine the feasibility of constructing, operating and maintaining the Solar PV facility for a period of 20 years, with the possibility of extending the lease thereafter Pending the signing of the lease agreement.

II. **Conditions**

1. Following the signing of this Letter of Intent, the Parties intend to negotiate a definitive option. Such option will include provisions that are detailed out on Exhibit __(**"The Agreement of Land Lease"**)

III. **Binding Matters**

1. Governing Law: This Letter of Intent shall be governed by, and construed in accordance with the laws of the Republic of South Africa

2. Confidentiality: This Letter of Intent is being delivered with the understanding that neither it nor its substance shall be disclosed publicly or privately to any third person or party except those who are in a confidential relationship, or where the same is required by law and then only on a basis that it not be further disclosed.

Kgatelopele Private Equity &

Venture Capital
Represented by

By: _____
Keobakile Sedupane
Title: Director
Date: 07/06/2012

Mareetsane Community

Represented by

By: _____

Title: Owner
Date: 07/06/2012

PUSO-MORAFE YA BAROLONG BOORA-TSHIDI
BAROLONG BOORA-TSHIDI TRIBAL AUTHORITY
BAROLONG BOORA-TSHIDI STAMOVERHEID
P.O. Box 184
(018) 384 3286
2012 -06- 07
MAREETSANE
3
PORDFENS... ...NE FOPHIRIMA R.S.A.
NOR... ...INCE R.S.A.
NOORD... ...E PROVINSIE R.S.A.

AGREEMENT OF LAND LEASE

("Lease", which term shall include the Schedule, the General Conditions of the Lease referred to and attached to the Lease)

BETWEEN

Mareetsane Community (Tribal Council)

(Hereinafter referred to as the "Landlord")

Duly represented by
Chief GC Motshagare
(Identity Number : 6412165212085)

AND

KgatelopeleVenture Capital and Private Equity Pty (Ltd)
Registration number: 2011/100667/07
Tax Number: 9096413183

(Hereinafter referred to as the "Tenant")

Duly represented by

Mr. Keobakile Sedupane
(Identity Number: 8202165546080)

SCHEDULE

1. Parties

The Mareetsane Community duly represented by the community Chief..... Motshegare (the "Landlord"), is a community located in and with its tribal office located at the Mareetsane area in the Ratlou Local Municipality, which falls in the boundary of Ngaka Modiri Molema District Municipality in the North West Province, Republic of South Africa

AND

Kgatelopele Venture Capital and Private Equity Pty (Ltd) (the "Tenant"), a private company registered at the Companies and Intellectual Property Commission of the Republic of South Africa, with Company Registration number 2011/160567/07 and Tax number 9096413183 with its head office located at Midrand, Johannesburg in Gauteng Province, Republic of South Africa

2. Domicilium

2.1 Domicilium citandi et executandi of the Landlord	: Bathobatho Village Office 636 MAREETSANE,
2.2 Domicilium citandi et Executandi of the Tenant	: 29 Tulipwood Complex Van Heerden Street Halfway Gardens MIDRAND, 1687
3. Contact person of Landlord	: Chief G.G. Motshegare
4. Contact Details	
Telephone	: (+27) 011 384 9266
Facsimile:	
E-mail	: N/A
Mobile	: (+27) 072 360 6139
5. Postal Address of theTenant	: P.O BOX 5937 MMABATHO 2735
6. Contact person of Tenant	: Keobakile Sedupane
7. Contact details	
Telephone	: (+27) 0832545210
Facsimile	: (+27) 086 669 5190
E-mail	:keobakile@kgatelopele.co.za
Mobile	: (+27) 0832545210

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GENERAL CONDITIONS OF LEASE

1. DEFINITIONS AND INTERPRETATION

1.1 In these General Conditions of Lease, unless the context indicates otherwise, the words and expressions otherwise defined in this lease shall have the meaning assigned to them. Headings shall not influence the interpretation of any provisions hereof.

1.2 Words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include females and words importing persons shall include partnerships and bodies corporate.

2. DESCRIPTION OF LEASED PROPERTY

Landlord leases to Tenant the land located at Mareetsane **area** in the Ratlou Local Municipality, Ngaka Modiri Molema District Municipality of in the North West Province, Republic of South Africa. It is the land owned by the Mareetsane community in terms of the municipal laws of the Ngaka Modiri Molema District Municipality and the Ratlou Local Municipality.

3. USE OF PROPERTY BY TENANT

The Leased land may be occupied and used by Tenant exclusively for the Solar PV Project of generating electricity through the sun for the Mareetsane Community and for the national grid connection.

Nothing herein shall give Tenant the right to use the property for any other purpose or to sublease, assign, or license the use of the property to any Sub-Tenant, assignee, or licensee, which or who shall use the property for any other use.

4. LEASED PROPERTY SIZE

The landlord agrees to grant the Tenant approximately 100 hectors of land for the Solar PV Project. Should the landlord not have one place of land worth 100 hectors, the Landlord agrees to grant the Tenant pieces of land in the proximity of each to meet the required 100 hectors.

5. LEASE TERM

a. Total Term of Lease: The term of this **Lease** shall be for the period of 23 years beginning on the commencement date, as defined in Section b) of this Article 5. The Lease becomes binding upon the Landlord when signed

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by both the Tenant and the Landlord or on behalf of the Landlord by a person duly authorized by legislation or an empowering provisions of the governing laws and rules of the Tribal Authority of Mareetsane. Until that time, the Tenant shall have no right of occupation whatsoever and no claim to the existence of a tenancy, verbal or Written, as a result of:

- Negotiations having been conducted or conclude;
- This lease having been drafted, and signed by the Tenant only;
- The acceptance by the Landlord or its agents or employees of any payment or the giving of possession of the Land to the Tenant.

b. **Commencement Date:** The "Commencement Date" shall mean the date on which the Tenant shall commence to conduct business on the Leased Property.

6. RENEWAL OF PERIOD

This extension of contract will be negotiated by the parties one year before the expiring of the original term of **23** years. Such extension will be in writing; and signed by both the parties.

7. SUB-LETTING

The Tenant shall not sublet the **leased** property without the knowledge and written consent of the Landlord.

8. OBLIGATIONS OF THE PARTIES

8.1 Landlord

Upon signing, the Landlord shall ensure that the Leased Property is available for occupation by the Tenant to commence conducting business on the Leased Property.

8.2 Tenant

The Tenant shall execute all the necessary environmental legal obligations and issue the Landlord with proof thereof such as reports from the relevant authorities;

The Tenant shall use the property exclusively for the reasons under clause **3** of this contract;

Should the project become operational, the Tenant shall set-up a community trust to benefit the community of Mareetsane. 5% of the Net Profit after taxation of the project shall be invested in the Trust to benefit the community of Mareetsane. That is: the community trust is dependent on the operation and running of the project.

9. BREACH OF CONTRACT

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Should the Tenant fail to meet its duty to set up a community trust when the project is operational, The Landlord shall have the right to cancel the contract; and to claim the agreed 5% of the Tenant's Net Profit after taxation.

10. VARIATION CLAUSE

This agreement may only be changed in writing signed by all parties

11. ENTIRE AGREEMENT

This agreement contains the entire agreement of the parties regarding its subject matter. Any previous understanding, representation, agreement, or warranty relating to that subject matter is replaced by this agreement and has no effect

12. JURISDICTION OF MAGISTRATE'S COURT

Any action or application arising out of this Lease, or any cancellation thereof or any suretyship furnished for the obligations of the parties hereunder, shall be brought in the Magistrate's Court having jurisdiction in respect of the Leased Property.

13. GOVERNING LAW

This agreement is governed by the laws in force in the Republic of South Africa

14. TERMINATION

This agreement terminates at the end of the 23rd year of the project calculated from the commencement date in terms of clause 5(b) above.

15. NOTICES & CORRESPONDENCE

The parties choose as their domicillium citandi et executandi the addresses under article 2.1 of the Schedule. All notices shall be deemed to be received by the addressee on the 5th (fifth) business day after posting thereof, or forthwith upon By Hand delivery or Facsimile transmission. The parties may change their domicillia to another address in the Republic of South Africa of which they may advise each other by written notice.

Any notice to a party:

> Delivered by hand to a responsible person during ordinary business hours at its domicilium citandi et executandi shall be deemed to have been received on the day of delivery, or
>
> Sent by Facsimile to its chosen telefax number referred to in the schedule, shall be Deemed to have been received on the date of dispatch (unless the contrary is proved)

Notwithstanding anything to the contrary herein contained, a written notice of communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at it chosen domicilium citandi et executandi.

10. SIGNING OF THE AGREEMENT

Thus signed at MAREETSANE VILLAGE on this the 08 day

of AUGUST 2012

WITNESSES:

1. _____

2. _____

_____
TENANT
(Authorised Signatory/Signatories)

Thus signed at MAREETSANE on this the 08 day of

AUGUST 2012

WITNESSES:

1. _____

2. JOSEPH KGOMO

_____
LANDLORD
(Authorised Signatory/Signatories)

PUSO-NDOSAFE YA BAPOLONG
BAROLONG BOOR WA BAHOLO
TSHIDI
2012 -08- 08
MAREETSANE
POROFENSE YA BOKONE E DIPHAPHAR R.S.A
NORTH WEST PROVINCE R.S.A
NOORDWES PROVINSIE R.S.A

LANDOWNER'S CONSENT TO UNDERTAKE A LISTED ACTIVITY

1. DETAILS OF APPLICANT

Project applicant:	Kgatelopele Private Equity and Venture Capital		
Trading name (if any):	Kgatelopele		
Contact person:	Keobakile Sedupane		
Physical address:	29 Tulipwood, Van Heerden Street, Halfway Gardens, Midrand		
Postal address:	P.O Box 32836		
Postal code:	1686	**Cell:**	0832545210
Telephone:	0832545210	**Fax:**	
E-mail:	keoakiles@kgatelopele.co.za		

2. DETAILS OF LANDOWNER

(where the applicant is not the landowner)

Landowner:	**Mareetsane Tribal Authority**		
Contact person:	**Chief G.G. Motshegare**		
Postal address:	**Bathobatho Village** **Office 636** **MAREETSANE**		
Postal code:		**Cell:**	072 3630 6139
Telephone:		**Fax:**	
E-mail:			

3. PROJECT DETAILS AND ACTIVITIES APPLIED FOR

Project title:	**Mareetsane Batho-Batho Solar PV Farm** - Land marking and identification - Site and location assessment Activities required as part of the Geotechnical site assesment

4. PROPERTY DESCRIPTION

Property description:	
	(Farm name, portion etc.) Where a large number of properties are involved (e.g. linear activities), please attach a full list to this application.
Town(s) or district(s):	Mareetsane Village, Ratlou Local Municipality
Physical (street) address of project:	Bathobatho Village Office 636 MAREETSANE

5. CONSENT BY LANDOWNER

I MOTSHEGARE GAONGALELWE, declare under oath that, I:-

- Am the owner of the property described in Section 4 of this document; and hereby give my consent to:

_____Kgatelopele Private Equity And Venture Capital_, the applicant as described in Section 1 of this document to undertake the proposed activity/ ies as described in Section 3 of this document on the abovementioned property.

Signature of the landowner

09-10-2012

Date

PUSO-MORAFE YA BAROLONG BOORA-TSHIDI
BAROLONG BOORA-TSHIDI TRIBAL AUTHORITY
BAROLONG BOORA-TSHIDI STAMOVERHEID
P.O. Box 184
Tel (018) 384 3286
2012 -10- 09
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MAREETSANE
PORO-FENSE YA ROKONE BOKHIDIMA R.S.A
NORTH-WEST PROVINSIE R.S.A