OPTION AGREEMENT

entered into between

Harance, B.K. Boerdery Heg. NR. CK 96/31004/23 Polyadder herein represented by Albertus Jahannes De Waal.

duly authorised thereto

(the "Landowner")

and

Veld - Solar One

(Registration No.2012/027010/07)

herein represented by JASON COPE

duly authorised thereto

(the "Developer")

Tul

TABLE OF CONTENTS

Clause number and description		Page
1.	INTERPRETATION AND PRELIMINARY	4
2.	GRANT OF OPTION	9
3.	DEVELOPER'S RIGHTS DURING OPTION PERIOD	9
4.	LANDOWNER'S RIGHTS DURING OPTION PERIOD	10
5.	EXERCISE OF OPTION	10
6.	LANDOWNER'S WARRANTIES AND UNDERTAKINGS	10
7.	INDEMNITY AND LIABILITY	11
8.	EXCLUSIVITY	11
9.	RESTRICTION DURING THE OPTION PERIOD	11
10.	POWER OF ATTORNEY	11
11.	INTELLECTUAL PROPERTY	12
12.	OPTION COMPLETION	12
13.	DEFERRAL OF OPTION COMPLETION	13
14.	LANDOWNER TO ACT AS NOMINEE	13
15.	NOMINEE	13
16.	VALUE-ADDED TAX	14
17.	GENERAL	14
18.	CONFIDENTIALITY	14
19.	BREACH	15
20.	DOMICILIUM CITANDI ET EXECUTANDI	15
21	DISPUTE RESOLUTION	17

22.	GOVERNING LAW	18
23.	WHOLE AGREEMENT, NO AMENDMENT	18
24.	SEVERABILITY	19
25.	EXECUTION IN COUNTERPARTS	19
26.	SIGNATURE	19
Anne	cure A – Agreed Form of Lease	21
Annex	cure B – Sketch Plan of Lease Area	22
Anne	cure C – Evaluation Work	23



WHEREAS:

Solw

A. The Developer intends to construct and operate a wind energy facility.

Soler Ju

- B. The Landowner owns land that the Developer believes has the potential to be suitable for a wind farm.
- C. The Landowner wishes to grant to the Developer an option to enter into an agreed form of lease of tin respect of the Lease Area, a copy of which is included in **Annexure "A"** to this Option.
- D The Developer has advised the Landowner that it needs to complete the Evaluation Work to enable the Developer to decide whether or not it wishes to exercise the Option.
- E. The Landowner is agreeable to granting the Developer the Option.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. INTERPRETATION AND PRELIMINARY

The headings of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Agreement nor any clause hereof. Unless a contrary intention clearly appears:

- 1.1. words importing:
 - 1.1.1. any one gender include the other genders;
 - 1.1.2. the singular include the plural and vice versa; and
 - 1.1.3. natural persons include created entities (corporate or unincorporate) and the state and vice versa;
- 1.2. the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely:
 - 1.2.1. "AFSA" means the Arbitration Foundation of South Africa, or its successors for AFSA administered mediation;
 - 1.2.2. "Agreement" means this agreement, together with all annexures, addenda and schedules thereto;
 - 1.2.3. "Bid" means a proposal or proposals to be submitted by the Developer to the Department of Energy of South Africa, in order to qualify as a Preferred Bidder and ultimately enter into a PPA with a buyer all in terms of the IPP Procurement Programme;