

**OPTION AGREEMENT**

entered into between

Haramcep B.K. / Boeralewy  
Reg. NR. CK 96/31004/23 Pofadde R.  
herein represented by Albertus Johannes De Waal.

duly authorised thereto

(the "Landowner")

and

**Veld – Solar One**

(Registration No.2012/027010/07)

herein represented by JASON COPE

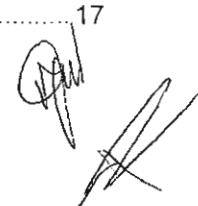
duly authorised thereto

(the "Developer")



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**WHEREAS:**

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



- 1.2.4. **"Business Day"** means a day which is not a Saturday, Sunday or an official public holiday in the Republic of South Africa;
- 1.2.5. **"Confidential Information"** means all technical, trade, commercial, financial and management information and secrets of a Party used by that Party in the conduct of its business which is not readily available in the normal course of business to competitors of that Party and which may come to the knowledge of the recipient, and all other information, documentation, material or ideas of that Party, in whatever form and contained on whatever media;
- 1.2.6. **"Developer"** means Veld Solar One; Registration No.2012/027010/07
- 1.2.7. **"Evaluation Work"** means the works to be undertaken by the Developer as set out in **Annexure C**" to this Agreement;
- 1.2.8. **"Exercise Notice"** means the notice issued by the Developer to the Landowner in order to exercise the Option and enter into the Lease;
- 1.2.9. **"IPP Procurement Programme"** means the bidding and IPP Procurement Programme process pursuant to the Request for Qualification and Proposals for New Generation Capacity issued on 3 August 2011 under IPP Procurement Programme No: DOE/001/200/2012;
- 1.2.10. **"Landowner"** means  
.....  
Houtamoepe BIC .  
CR 916/31004/23  
.....;
- 1.2.11. **"Landowner Encumbrance"** means any agreement to sell, lease or otherwise divest the Landowner's full legal and equitable title in the Property or any encumbrance, charge, priority or security interest or similar arrangement (of whatever nature) held by a third party over all or part of the Property;
- 1.2.12. **"Lease"** means the agreed long term lease to be entered into between the Landowner and the Developer in accordance with the provisions set out in the Notarial Deed.
- 1.2.13. **"Lease Area"** means the Property as referred to in clause 1.2.27 as indicated on the plan attached hereto marked **Annexure B**";
- 1.2.14. **"Minister"** means the Minister of Agriculture as contemplated in SALA (now known as the Minister of Agriculture, Forestry and Fisheries) and/or any person to whom any of the Minister's powers in terms of SALA have been delegated;



- 1.2.15. **“Ministerial Consent”** means the consent of the Minister of Agriculture granted in terms of section 4 of SALA;
- 1.2.16. **“Necessary Consents”** shall mean, but, but not limited, to the following:
- (a) written approval of a rezoning application or such other form of land use authorisation that the Lessee may be advised to apply for to the relevant town planning authority having jurisdiction over the Lease Area for such land use rights as will permit the construction and operation of a wind energy facility on the Lease Area;
  - (b) the granting of an environmental authorisation pursuant to Section 24 of the *National Environmental Management Act, 107 of 1998* (NEMA) on terms which are acceptable to the Lessee for use of the Lease Area for the construction of and operation of a wind energy facility;
  - (c) Civil Aviation Authority approval for construction of the wind energy facility (if required), and any water use licence that the Lessee may require under the provisions of the *National Water Act, 36 of 1998*;
  - (d) approval of the application made by the Lessee (or its nominee) pursuant to its Bid for an electricity generation licence in accordance with applicable law in respect of the wind energy facility to be established on the Lease Area;
  - (e) approval of a grid connection authorisation in favour of the Lessee pursuant to the South African Grid Code in respect of the wind energy facility to be established on the Lease Area, and conclusion of an agreement with Eskom (or the relevant Network Operator) in this regard;
  - (f) any such consent and approvals required in terms of the IPP Procurement Programme all land use consents required by the Grantee in terms of Part B, Qualification Criteria (as amended) of the IPP Procurement Programme and any other relevant legislation;
- 1.2.17. **“Notarial Deed”** means the draft notarial deed of lease attached hereto marked **Annexure “A”**;
- 1.2.18. **“Notary”** means the notary public appointed by the **Developer** for the purposes of executing the Notarial Deed and procuring Registration;

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- 1.2.19. “**Option**” means the option granted by the Landowner to the Developer to enter into a lease of the Lease Area on the basis contemplated in this Agreement
- 1.2.20. “**Option Completion**” means completion of the matters relating to the Property pursuant to clauses 3 (*Developer’s Rights During Option Period*), and 6 (*Landowner’s Warranties and Undertakings*) of this Agreement;
- 1.2.21. “**Option Completion Date**” means the 20 (twenty) Business Day after the service of the Exercise Notice;
- 1.2.22. “**Option Period**” means the period between the Signature Date and the Option Completion Date, which period, subject to the provisions of clause **Error! Reference source not found.**, shall not exceed a period of 3 (three) years;
- 1.2.23. “**Parties**” shall mean the Developer and the Landowner and “**Party**” means any one of them, as the context may indicate;
- 1.2.24. “**Power Purchase Agreement or PPA**” means a power purchase agreement entered into between the Developer and any purchaser of power;
- 1.2.25. “**Preferred Bidder**” means any Bidder as defined in Part A of the IPP Procurement Programme (as amended);
- 1.2.26. “**Project**” means all activities related or ancillary to the construction and operation of a wind energy facility as well as the generation and supply of electrical power generated through wind turbines on the Lease Area;
- 1.2.27. “**Property**” means :
 

*Plaas Hartamoep Boersburg B.K.*  
*Reg. CK 96/31004/23*  
*J. Pofeelder*

as will more fully appear from the sketch plan attached hereto as **Annexure B**;
- 1.2.28. “**SALA**” means the *Subdivision of Agricultural Land Act, 70 of 1970*, as amended from time to time
- 1.2.29. “**Specified Date**” means a period of 1 (one) year subsequent to the Option Period;



- 1.2.30. "Third Party Consents" means any planning or regulatory consents, excluding Ministerial Consent, required by the Developer before it will exercise the Option;
- 1.2.31. "VAT" means value-added tax payable in terms of the Value-Added Tax Act, No. 89 of 1991.
- 1.3. the "Signature Date" is the date on which this Agreement is signed by the party signing last in time;
- 1.4. any reference to an enactment is to that enactment as at the Signature Date and as amended or re-enacted from time to time and includes any subordinate legislation made from time to time under such enactment;
- 1.5. if any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in this clause 1 (*Interpretation and Preliminary*), effect must be given to it as if it were a substantive provision in the body of the Agreement;
- 1.6. when any number of days is prescribed in this Agreement, same must be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day that is not a Business Day, in which case the last day is the next day which is a Business Day;
- 1.7. where figures are referred to in numerals and in words, if there is any conflict between the two, the words must prevail;
- 1.8. expressions defined in this Agreement bear the same meanings in schedules or annexures to this Agreement which do not themselves contain their own conflicting definitions;
- 1.9. where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, must bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in this clause 1 (*Interpretation and Preliminary*);
- 1.10. the rule of construction that a contract shall be interpreted against the Party responsible for the drafting or preparation of the contract, must not apply;
- 1.11. any reference in this Agreement to a Party includes a reference to that Party's assigns expressly permitted under this Agreement and, if such Party is liquidated or sequestrated, be applicable also to and binding upon that Party's liquidator or trustee, as the case may be;
- 1.12. the expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any 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;

1.13. the words "include", "including" and "in particular" must be construed as being by way of example or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding word/s; and

1.14. the words "other" and "otherwise" shall not be construed *eiusdem generis* with any preceding words where a wider construction is possible.

## 2. GRANT OF OPTION

The Landowner grants to the Developer the right to exercise the Option and enter into the Lease with the Landowner for the Lease Area at any time during the Option Period.

## 3. DEVELOPER'S RIGHTS DURING OPTION PERIOD

The Landowner grants to the Developer, its agents, contractors, directors, employees, guests, invitees, officials, workers, such equipment, machinery, plant, tools, materials and vehicles as it in its sole and absolute discretion may deem necessary or desirable for the exercise of its rights under this Option or at law; an irrevocable, unconditional and exclusive right during the Option Period to enter into and egress from the Property for the purpose of inter alia the following:

- 3.1. undertaking all or any part of the Evaluation Work in the Developer's exclusive discretion;
- 3.2. obtaining the Necessary Consents as required in terms of the provisions contained in the RFP Part B, Qualification Criteria (as amended) of the IPP Procurement Programme and any other relevant legislation;
- 3.3. ensuring the supply of services consisting of water, electricity, and sewerage services to the Lease Area;
- 3.4. procuring all consents required to ensure that the Lease Area has access to the existing public road network, which access may, in addition, traverse adjoining land owned by the Landowner, to ensure the viability of the Project;
- 3.5. entering into a substation agreement;
- 3.6. entering into an agreement relating to the construction and erection of a permanent or temporary meteorological mast;
- 3.7. entering into one or more PPA's.



4. **LANDOWNER'S RIGHTS DURING OPTION PERIOD**

4.1. The Landowner, its agents, contractors, directors, employees, guests, invitees, officials, workers and such equipment, machinery, plant, tools, materials, and vehicles as may reasonably be required may during the Option Period, and subject to clause 4.2:

4.1.1. enter and reside on the Property;

4.1.2. use the Property for the grazing of sheep, cattle and other livestock;

4.1.3. grow pasture, crops, shrubs or trees on the Property, provided that it does not adversely affect the Developer's activities as described in this Agreement; and

4.1.4. erect buildings, structures, fences and improvements on the Property with the prior written consent of the Developer.

4.2. The use of the Property by the Landowner may not in any way interfere with, disrupt or delay the Developer's rights as contained in this Agreement.

5. **EXERCISE OF OPTION**

5.1. The Developer or its nominee in terms of clause 16 may serve the Exercise Notice on the Landowner at any time during the Option Period, whereupon the Lease shall come into effect on the Option Completion Date.

5.2. Once received or deemed to be received by the Landowner, the Exercise Notice is irrevocable.

5.3. Upon the exercise of the Option, the Landowner and the Developer shall be deemed to have entered into the Lease on the terms and conditions set out in the Notarial Deed, and the Notarial Deed shall be notarially executed as a provided for in clause 12.

6. **LANDOWNER'S WARRANTIES AND UNDERTAKINGS**

6.1. The Landowner warrants to the Developer (for itself and, where applicable for the benefit of its nominee) that:

6.1.1. the Landowner is the legal and beneficial owner of the Property;

6.1.2. on the Option Completion Date, the Landowner will have obtained whatever releases are needed to ensure that on that date the Property is free from Landowner Encumbrance or other lien, charge, encumbrance or right whatsoever of a third party over the Property.

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6.2. The Landowner undertakes to the Developer that it will enter into the Lease with the Developer or its nominee in terms of clause 16 forthwith upon receipt of the Exercise Notice and before the Option Completion Date.

## 7. INDEMNITY AND LIABILITY

Neither Party ("**the Defaulting Party**") shall be responsible for any loss, damage, injury or expense which the other Party, its employees, agents, customers or invitees ("**the Aggrieved Party**") may directly or indirectly suffer (save for where such loss, damage or injury is caused through the grossly negligent or wilful act or omission of the Defaulting Party or the Defaulting Party's employees, agents or sub-contractors) by reason of:

7.1. (where the Developer is the Defaulting Party) the use by the Developer, its employees, agents or sub-contractors of the Property;

7.2. (where the Landowner is the Defaulting Party) any act or omission of the Landowner, its employees, agents or sub-contractors in relation to the Property.

## 8. EXCLUSIVITY

For the duration of the Option Period, the Developer shall have the exclusive right to undertake the Evaluation Work on the Lease Area

## 9. RESTRICTION DURING THE OPTION PERIOD

9.1 This Option is binding and enforceable against the Landowner, its successors in title, heirs, executors, administrators and assigns.

9.2 The Landowner may not sell, transfer, alienate or otherwise dispose of the Property or any portion thereof during the Lease Option period without the prior written consent of the Developer.

## 10. POWER OF ATTORNEY

It is recorded that

10.1 The Landowner hereby grants to the Developer a power of attorney:

10.1.1 to make application, if applicable, on behalf of and in the name of the Lessee, for Ministerial Consent to enter into the Lease pursuant to SALA in respect of the Property to register a long term lease over the Property (and, where applicable, to make application for the Minister's Consent, to the extent required in terms of SALA in respect of any servitudes that may be required by the Developer over any portion



of the Property not situated within the Property area), and to sign all documents reasonably required and do all things reasonably necessary to make the application to the Minister on behalf of the Landowner; and

- 10.1.2 to instruct a registered surveyor to prepare diagrams of the lease area (and where applicable, servitude diagrams) and to have those diagrams approved by the Surveyor General.
- 10.2 All costs of and incidental to the application to the Minister for the consent as envisaged in clause 10.1.1 above and the approval of the Lease and servitude diagrams as envisaged in clause 10.1.2 above, shall be borne and paid for by the Developer.
- 10.3 Provided that the actual area of the Property on the diagrams approved by the Surveyor General (**SG Approved Diagram**), vary by less than 10% from such area as indicated in the definition of Property, the SG approved diagram shall be accepted by the Landowner and the Developer as being the leased Property for the purposes of this Agreement.

## 11. INTELLECTUAL PROPERTY

The Landowner shall not acquire any rights, title or interest of any kind in any data, information or other intellectual property collected, created or prepared by the Developer or any of its agents or contractors during the execution of the Evaluation Work ("**Intellectual Property**"). All rights, title or interest of any kind in the Intellectual Property shall at all times remain the sole property of the Developer.

## 12. OPTION COMPLETION

- 12.1. If the Developer desires to exercise the Option, it must deliver the Exercise Notice to the Landowner after Option Completion and during the Option Period.
- 12.2. On Option Completion, the Landowner and a representative of the Developer (or their duly authorised agents), shall within 14 days of being asked to do so sign a power of attorney authorising a member of the staff of the Developer's Notary to execute the Notarial Deed before the Notary.
- 12.3. The Developer shall procure that the Notarial Deed, once executed, is registered by the Notary against the title deeds to the Property in the applicable Deeds Office.
- 12.4. The Developer shall be liable for the Notary's fees and disbursements for executing the Notarial Deed and procuring registration,
- 12.5. The Landowner undertakes to:



- 12.5.1 furnish all title deeds relating to the Property which may be required for the purposes of registration to the Notary; and
- 12.5.2 render such assistance (including procuring the consent of any holders of mortgage bonds or other hypothecations over the Property) as may be reasonably required by the Notary to procure registration.

13. **DEFERRAL OF OPTION COMPLETION**

If in any respect the provisions of clauses 12.1 and 12.2 are not complied with, the Developer may elect in its sole discretion to defer the Option Completion Date to a later date being no later than the Specified Date (and so that the provisions of this clause 13 shall apply to the Option Completion as so deferred) or proceed to Option Completion as far as is practicable but without prejudice to each Party's rights under this Agreement.

14. **LANDOWNER TO ACT AS NOMINEE**

- 14.1. Prior to the execution of the Lease, the Landowner shall co-operate in any manner reasonably required by the Developer in respect of the Evaluation Work and shall generally act in all respects as the Developer requests in respect of the Lease Area and all attached rights and interests.
- 14.2. The Landowner irrevocably undertakes in favour of the Developer to sign all such documents and to do all such things as may be requisite upon being requested therefore, which may include signing a Special Power of Attorney in favour of the Developer upon request, to enable the Developer to exercise all of its rights in terms of this Agreement, including, but not limited to, lodging all application and obtaining all consents and approvals required to undertake and complete the Evaluation Work and securing all necessary third party consents.

15. **NOMINEE**

The Developer shall, at any time during the Option Period, be entitled to nominate a third party as the Developer by giving written notice to the Landowner to that effect, whereupon:

- 15.1. the Developer shall for purposes of this Agreement be defined as the person who is the nominee;
- 15.2. the nominee shall be obliged to comply with all the obligations of the Developer and shall remain entitled to all of the rights of the Developer under this Agreement.



16. **VALUE-ADDED TAX**

16.1. The Landowner records that it is not registered as a vendor in terms of the Value-Added Tax Act, 1991 and that, therefore, no payment or other consideration paid to it by the Developer in terms of this Agreement shall attract the payment of VAT.

*Or, alternatively*

16.2. Both Parties undertake that they will at all relevant times be:

16.2.1. a vendor as that term is defined in section 1 of the VAT Act; and

16.2.2. registered as such in terms of section 23 of the VAT Act.

16.3. Both Parties hereby undertake to promptly deliver to each other all documentation required in terms of the VAT Act to permit the other Party to claim a deduction in respect of such VAT pursuant to the provisions of the VAT Act.

16.4. The Parties record that all payments made in terms of this Option shall be exclusive of VAT.

17. **GENERAL**

This Agreement shall be binding on the Parties, the Developer's nominee, their personal representatives and successors and assigns but neither Party may otherwise transfer, assign or change their rights or obligations under this Agreement.

18. **CONFIDENTIALITY**

18.1. The Parties agree that the terms of this Agreement and all Confidential Information of the Parties communicated to them in connection with this Agreement will be received in strict confidence and be used only for the purposes of this Agreement. Each Party will use the same means as it uses to protect its own Confidential Information, but in no event less than reasonable means, to prevent the disclosure and to protect the confidentiality of such information.

18.2. These provisions do not apply to information which is:

18.2.1. publicly known or becomes publicly known through no unauthorised act of the recipient Party;

18.2.2. rightfully received by the recipient Party from a third party;

18.2.3. independently developed by the recipient Party without use of the other Party's information;



A handwritten signature in black ink, consisting of a stylized 'D' followed by several vertical lines and a horizontal stroke at the bottom.

- 18.2.4. disclosed by the other Party to a third party without similar restrictions;
- 18.2.5. required to be disclosed pursuant to a requirement of any Competent Authority or any Applicable Law, so long as the Party required to disclose the information gives the other Party prior notice of such disclosure; or
- 18.2.6. publicly disclosed with the other Party's written consent in terms of Clause 19.1.
- 18.3. All media releases, public announcements and public disclosures by any Party or their respective employees or agents relating to this Agreement or its subject matter, including without limitation promotional marketing material, shall be co-ordinated with and approved by each Party prior to the release thereof. The foregoing will not apply to any announcement intended solely for internal distribution by any Party or to any disclosure required by legal, accounting or regulatory requirements beyond the reasonable control of the Party in question.
- 18.4. The above undertakings relating to confidentiality and non-disclosure shall not apply to any Confidential Information which either Party may disclose to its assignees, affiliates, financiers, representatives and professional advisors, and then only on a strictly need-to-know basis and on the terms and conditions provided for in this Agreement.

19. **BREACH**

If either Party (the "**Defaulting Party**") breaches any provision or term of this Agreement and fails to remedy such breach within 21 (twenty one) Business Days of receipt of written notice requiring it to do so (or if it is not reasonably possible to remedy the breach within 21 (twenty one) Business Days, within such further period as may be reasonable in the circumstances provided that the Defaulting Party furnishes evidence within the aforesaid period of 21 (twenty one) Business Days, reasonably satisfactory to the other Party, that it has taken whatever steps are available to it, to commence remedying the breach), then the other Party shall be entitled without notice, in addition to any other remedy available to it at law or in terms of this Agreement, including obtaining an interdict, to cancel this Agreement or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to the other Party's right to claim damages.

20. **DOMICILIUM CITANDI ET EXECUTANDI**

20.1. The Parties choose as their *domicilia citandi et executandi* for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses:

Two handwritten signatures in black ink, one above the other, located in the bottom right corner of the page.

20.1.1. the **Developer**

Physical: 6B, 96. Longmarket St, Cape Town, 8001.

Postal: 6B, 96. Longmarket St, Cape Town, 8001.

Telefax:

Attention:

JASON CAPE



20.1.2. the **Landowner**

Physical:

Postal:

Telefax:

Attention:

Plas Havermaep BK / Pofadder.  
P.O. Box 424 Springbok.

A. J. de Waal.



20.2. Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing but it shall be competent to give notice by telefax, hand delivery or by courier.

20.3. Any Party may by notice to the other Party change the physical address chosen as its *domicilium citandi et executandi* to another physical address where postal delivery occurs in South Africa or its postal address or its telefax number, provided that the change shall become effective on the 7<sup>th</sup> (seventh) Business Day from the deemed receipt of the notice by the other Party.

20.4. Any notice to a Party -

20.4.1. sent by prepaid registered post in a correctly addressed envelope to it at an address chosen as its *domicilium citandi et executandi* to which post is delivered shall be deemed to have been received on the 10<sup>th</sup> Business Day after posting (unless the contrary is proved);

20.4.2. delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its *domicilium citandi et executandi* shall be deemed to have been received on the day of delivery; or

20.4.3. sent by telefax to its chosen telefax number stipulated in clause 20.1, shall be deemed to have been received on the date of despatch (unless the contrary is proved).

20.5. Notwithstanding anything to the contrary herein contained a written notice or 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 its chosen *domicilium citandi et executandi*.

## 21. DISPUTE RESOLUTION

- 21.1. If there is a dispute, controversy or claim (a "**Dispute**") between the Parties in respect of this Agreement, including without limitation any question regarding its existence, validity or termination, the Dispute will be resolved pursuant to the process set forth in this clause 22. Such Dispute shall be referred to and be determined by arbitration in terms of the rules of the AFSA.
- 21.2. Any Party to this Agreement may demand that a Dispute be determined in terms of this clause by written notice given to the other Party.
- 21.3. This clause shall not preclude any Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.
- 21.4. The Parties hereby consent to the arbitration being dealt with on an urgent basis in terms of the rules of AFSA should any Party by written notice given to the other require the arbitration to be held on an urgent basis. In such event the Parties agree to apply jointly to the AFSA Secretariat as required in terms of the said rules to facilitate such urgent arbitration.
- 21.5. The arbitrator shall be, if the matter in dispute is principally –
- 21.5.1. a legal matter, a practising advocate or attorney in South Africa of at least 15 (fifteen) years' standing;
  - 21.5.2. an accounting matter, independent auditors appointed by agreement between the Parties;
  - 21.5.3. any other matter, any independent person, agreed upon between the Parties to the Dispute and failing agreement the independent person shall be appointed by AFSA.
- 21.6. Should the Parties to the Dispute fail to agree in writing whether the Dispute is principally a legal, accounting or other matter within 7 (seven) days after the arbitration was demanded, the matter shall be deemed to be a legal matter.
- 21.7. Should the Parties fail to agree in writing on an arbitrator within 14 (fourteen) days after the giving of notice in terms of clause 21.2, the arbitrator shall be appointed at the request of any of the Parties to the Dispute in terms of the rules of AFSA.



- 21.8. The decision of the arbitrator shall be final and binding on the Parties to the Dispute and may be made an order of the court at the instance of any of the Parties to the Dispute.
- 21.9. The Parties hereby agree that any arbitration in terms of this clause 21 shall take place in Pretoria, South Africa.
- 21.10. The Parties hereby consent to the jurisdiction of the High Court of South Africa (the North Gauteng High Court, Pretoria) in respect of the proceedings referred to in clause 21.3.
- 21.11. The Parties agree to keep the arbitration including the subject-matter of the arbitration and the evidence heard during the arbitration confidential and not to disclose it to anyone except for purposes of an order to be made in terms of clause 21.8.
- 21.12. Other than where clause 21.3 applies, the provisions of this clause –
- 21.12.1. constitute an irrevocable consent by the Parties to any proceedings in terms hereof and no Party shall be entitled to withdraw therefrom or claim at any such proceedings that it is not bound by such provisions;
  - 21.12.2. are severable from the rest of this Agreement and shall remain in effect despite the termination of or invalidity for any reason of this Agreement.

22. **GOVERNING LAW**

This Agreement shall be governed by, construed and interpreted in accordance with the law of the Republic of South Africa.

23. **WHOLE AGREEMENT, NO AMENDMENT**

- 23.1. This Agreement constitutes the whole agreement between the Parties relating to the subject matter hereof.
- 23.2. No amendment or consensual cancellation of this Agreement or any provision or term hereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement or of any agreement, bill of exchange or other document issued pursuant to or in terms of this Agreement shall be binding unless recorded in a written document signed by the Parties (or in the case of an extension of time, waiver or relaxation or suspension, signed by the Party granting such extension, waiver or relaxation). Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.

A handwritten signature in black ink, consisting of a stylized initial 'G' followed by a series of loops and a long horizontal stroke extending to the right.

23.3. No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement or any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement, shall operate as an estoppel against any Party in respect of its rights under this Agreement, nor shall it operate so as to preclude such Party thereafter from exercising its rights strictly in accordance with this Agreement.

23.4. To the extent permissible by law no Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.

**24. SEVERABILITY**

Any provision in this Agreement which is or may become illegal, invalid or unenforceable shall be ineffective to the extent of such prohibition or unenforceability and shall be treated *pro non scripto* and severed from the balance of this Agreement, without invalidating or affecting the remaining provisions of this Agreement.


**25. EXECUTION IN COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall together constitute one and the same instrument

**26. SIGNATURE**

Signed by the Parties and witnessed on the following dates and at the following places respectively:

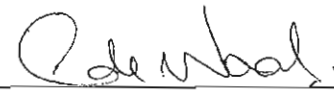
For: Landowner

Signature:   
who warrants that he / she is duly authorised thereto

Names: ALBERTUS JOHANNES DE WAAK

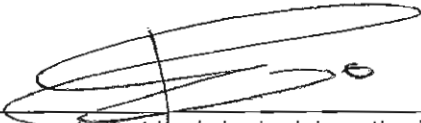
Date: 21-5-2016

Place: HARMOEP NAMAKWA

Witness: 

Witness: \_\_\_\_\_

For: Veld Solar One (Pty) Ltd

Signature:   
who warrants that he / she is duly authorised thereto

Name: Jason Cope

Date: 21 / 05 / 2016

Place: HARAMBER, NAMAKWA

Witness: Cde Mool

Witness: \_\_\_\_\_

**Annexure B – Sketch Plan of Property**

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to consist of several connected loops and lines.

**Annexure A – Agreed Form of Lease**



A handwritten signature in black ink, consisting of stylized initials and a surname, located in the bottom right corner of the page.

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## Annexure C – Evaluation Work

Evaluation work means undertaking any of the following activities:

- Feasibility Studies
- Environmental Impact Assessments
- Stakeholder consultation
- Grid connection
- ~~Wind~~ <sup>Solar</sup> analysis
- Preliminary site investigations and conceptual engineering design
- Meteorological mast design, procurement and installation
- Detailed geotechnical investigations

