

AREA	Tubatse Local Municipality	PROJECT NUMBER	GB646095765
FEEDER	Sadikila 22 kV	ITEM	1 OF 1
SUPPLY TO	Modikwa Platinum Mine Proprietary Limited		
ESKOM REPRESENTATIVE	M.S. Ramoadi	TEL	081 551 9682
DISTRIBUTION	Email ramoadi@eskom.co.za		

WAYLEAVE CONTRACT
POWERLINE AND/OR CABLE AND ASSOCIATED INFRASTRUCTURE

1. GENERAL

1.1 Identification of parties:

1.1.1 Contractor means any entity appointed as an independent contractor to execute works on the Property in the exercise of the Rights, as set out herein.

1.1.2 Eskom means Eskom Holdings SOC Ltd, a public company with registration number 2002/015527/30 with its head office at Megawatt Park, 2 Maxwell Drive, Sunninghill, Sandton.

1.1.3 X Owner means Modikwa Platinum mine Proprietary LTD.

X (ID 195600324607) a company / close corporation / trust / partnership / natural person / Government department / tribal authority of

X address PRIVATE BAG X9120 DRIEFOP

X Postal Code 1129 Tel No (013) 230 2000 herein represented

X by PATRICK MAZULA MKHABELA in my capacity as

X CHIEF EXECUTIVE of MODIKWA PLATINUM

X (ID 7401085586082) who through signature here below warrants his or her authority to sign on behalf of the Owner.

1.1.4 Property means Portion 0 of Hendriksplaats 231 KT

Title Deed No. T14449/2001/PA Extent 29/00489H

Local Authority Greater Tubatse Local Municipality

2 THE RIGHTS

2.1 The Owner grants, generally, an irrevocable right (herein the "Rights"), in perpetuity and free of charge, to Eskom and over the Property, for the distribution and transmission of electricity and related purposes, substantially along the route indicated by letters ABCDE on the attached sketch plan, comprising an area of nine meters on either side of the centre line of the Goods, once they are built (the "Wayleave Area"), and the Rights include those set out in paragraph 2 hereof

X
X
X M.S.

P.M. MKHABELA

- 2.2 To the extent necessary to give effect hereto, the Owner's spouse, Lessee and/or Usufructuary agrees to the granting of the Rights by signing below
- 2.3 The Rights, specifically, include the rights to:
- 2.3.1 convey electricity and telecommunication across the Property
 - 2.3.2 erect structures, conductors, cables, appliances and, without limitation, everything else as may be necessary or convenient in exercising the Rights (herein referred to as the "Goods") and the Owner agrees that structure-supporting mechanisms may reasonably extend beyond the Wayleave Area where it is necessary to safely secure the Goods.
 - 2.3.3 enter and be upon the Property at any time in order to construct, erect, operate, use, maintain, repair, re-erect, alter or inspect the Goods or in order to gain access to any adjacent property in the exercise of rights similar to the Rights
 - 2.3.4 have these Goods remain on the Property for so long as either Eskom or the Owner requires them to
 - 2.3.5 extend the Goods to other customers, suppliers or contracting parties of Eskom, over the Property.
 - 2.3.6 use existing roads and gates giving access to and running across the Property and to erect in any fence such gates as may be necessary or convenient to gain access to or exit from the Property and the Goods or in order to gain access to any adjacent property in the exercise of rights similar to the Rights.
 - 2.3.7 remove any material or structures, and cut or trim any tree, bush or grass within the Wayleave Area or to the extent necessary where the Goods extends beyond the Wayleave Area, in order to comply with the restrictions referred to in paragraph 3.2 hereof.
 - 2.3.8 every ancillary right necessary or convenient for the proper exercise of the Rights granted to Eskom; and
 - 2.3.9 At Eskom's election, have this wayleave registered as a servitude against the title deed of the Property
- 2.4 The Rights will apply to all electricity infrastructure on the Property and the area which such infrastructure covers will be deemed to be included in the Wayleave Area and/or Restricted Area. It is agreed that the Owner herewith grants permission for all electricity infrastructure on the Property to remain on the Property.
- 2.5 Any expenses to be incurred, which are necessitated by a change to or removal of the Goods in the Wayleave Area required by the Owner, are for the Owner's account and must be paid for by the Owner in advance. Eskom will effect such changes or removals after receipt of such payment, if such changes or removal are technically possible
- 2.6 The Contractor may exercise any of the Rights.
- 2.7 Eskom may
- 2.7.1 let any portion of the Goods to any third party on such conditions as Eskom may deem fit.
 - 2.7.2 cede all or any of the Rights granted in terms of this Wayleave to any third party.

X
X
X MJ

P. M. MKHOSISA

3. THE OBLIGATIONS

3.1 Eskom must

- 3.1.1 ensure that any of Eskom's gates that it had used is closed after use.
- 3.1.2 pay reasonable compensation for intentional damage or damage caused through a negligent act or omission, caused by Eskom, its employees or agents in pursuit of the Rights, save where Eskom is acting in accordance with sub-clause 2.3.7 of this document, and
- 3.1.3 where a Contractor exercises the Rights, ensure that the Contractor complies with the obligations contained in this sub-clause 3.1.1

3.2 The Owner must ensure that no


- 3.2.1 building or structure is erected or installed above or below the surface of the ground within the Wayleave Area and no tree or bush is planted within the Wayleave Area or within five metres from any structure-supporting mechanism (the "Restricted Area")
 - 3.2.2 tree, which could grow to a height in excess of the horizontal distance of that tree from the nearest conductor of any power line is planted or allowed to continue growing, regardless if it is outside of the Wayleave or Restricted Area.
 - 3.2.3 material which may in the opinion of Eskom endanger any electricity infrastructure is placed within the Wayleave or Restricted Area.
- 3.3 The Owner must bring the existence of this wayleave contract to the attention of any purchaser or other transferee of the Property (or of any portion of the Property) before the Property (or any portion thereof) is sold and/or transferred to such purchaser or transferee, or if the Owner grants any further rights in or to the Property to any other third party, to such third Party
- 3.4 The Owner must inform Eskom in writing if it is going to sell the Property.
- 3.5 The Owner's attention is drawn to the provisions of section 10.17.1 of the regulations promulgated in terms of the Explosives Act 26 of 1956, which prescribes that when blasting is to be done within 500 (five hundred) metres of any electricity infrastructure, written confirmation must first be obtained from Eskom concerning the protection of electricity infrastructure


4. SPECIAL REMARKS

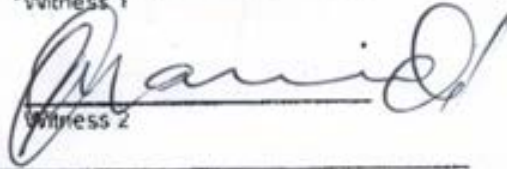
X
X
XMS

P.M

X Signed at MODIKWA on 13 of OCTOBER 2023


X The Owner

X 
Witness 1


Witness 2

Signed at _____ on _____ of _____ 20____

Spouse of the Owner if married in community of property
or second owner

Witness 1

Witness 2

Signed at _____ on _____ of _____ 20____

Tribal Authority

Witness 1

Witness 2

Stamp

Signed at _____ on _____ of _____ 20____

Eskom Holdings SOC Limited

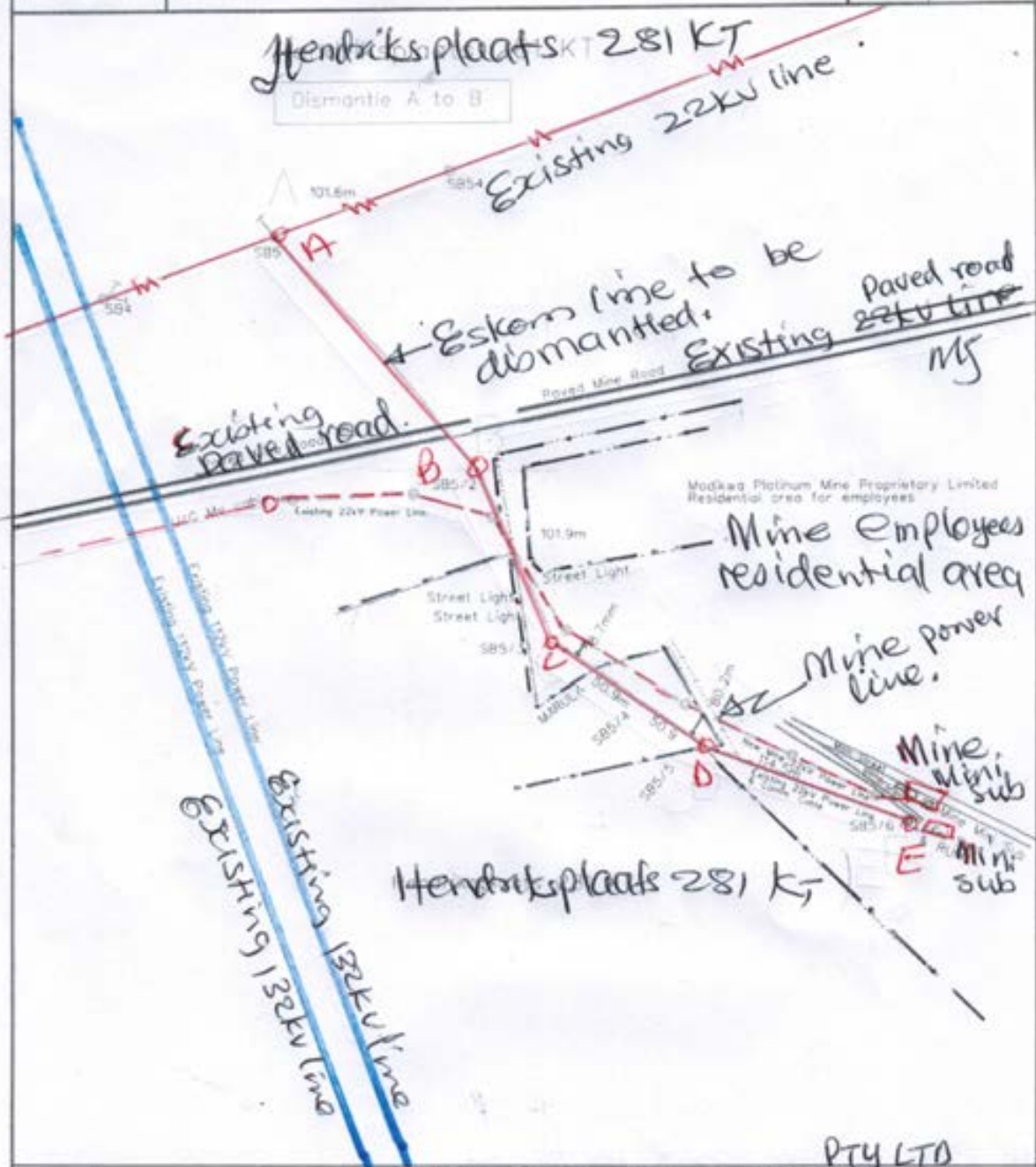
Witness 1

Witness 2



WAYLEAVE AGREEMENT SKETCH

Reference	140/14/2019/2011
Effective Date	15/10/2021
Revision	00



REGISTERED ENGINEER
WITNESSES
[Signature]

Supply to: Modikwa Platinum Mine PTY LTD
Project no: GB 663 26406
Property: 281 KT Hendriksplaats
281 KT



DATE: 13/10/2022 REV: Scale: 1:2000

WinDeed Database D/O Property

KT, HENDRIKSPLAATS, 281, 0, LIMPOPO

Lexis® WinDeed



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SEARCH CRITERIA

Search Date	2023/09/26 22:41	Farm Number	281
Reference	-	Registration Division	KT
Report Print Date	2023/09/26 22:42	Portion Number	0
Farm Name	HENDRIKSPLAATS	Remaining Extent	NO
Deeds Office	Limpopo	Search Source	WinDeed Database

PROPERTY INFORMATION

Property Type	FARM	Diagram Deed Number	DB291/42
Farm Name	HENDRIKSPLAATS	Local Authority	GREATER TUBATSE LOCAL MUNICIPALITY
Farm Number	281	Province	LIMPOPO
Registration Division	KT	Remaining Extent	NO
Portion Number	0	Extent	2910,0489H
Previous Description	-	LPI Code	T0KT00000000028100000

OWNER INFORMATION (1)

MODIKWA PLATINUM MINE PTY LTD		Owner 1 of 1	
Company Type	COMPANY	Document	T14449/2001PTA
Registration Number	195600324607	Microfilm / Scanned Date	2008 0766 2271
Name	MODIKWA PLATINUM MINE PTY LTD	Purchase Price (R)	7 500 000
Multiple Owners	NO	Purchase Date	2000/09/13
Multiple Properties	NO	Registration Date	2001/02/19
Share (%)	-		

ENDORSEMENTS (29)

#	Document	Institution	Amount (R)	Microfilm / Scanned Date
1	CONVERTED FROM PTA	-	-	-

DISCLAIMER

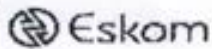
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HISTORIC DOCUMENTS (5)

#	Document	Institution	Amount (R)	Microfilm / Scanned Date
1	T17908/1978PTA	TRANSVAAL MINING & FINANCE CO	Unknown	-
2	T30117/1985PTA	SAMANCOR CHROME LTD	822 000	-
3	T8269/1993PTA	SAMANCOR LTD	-	-
4	T8269/1993PTA	SAMANCOR CHROME LTD	-	-
5	T14449/2001PTA	RUSTENBURG PHARMACEUTICAL SUPPLIERS PTY LTD	7 500 000	2008 0766 2271

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Wayleave Agreement Checklist

2017 Rev 01

Consultant Cheetah Surveyors PROJECT No: GB676095765 Item 1 of 1
 M.J. Kamoadi
 Eskom _____

		Reference	Consultant	Eskom
1	Item no	Office	✓	
2	Eskom representative, the person presenting the wayleave	Office	✓	
3	Owners name, address, af number and contact details	1.23	✓	
4	Property Details	1.14	✓	
5	Letters indicating route at	2.1	✓	
6	Initial Signature on Pages 1 to 3 by owner and witnesses	Initial Sign	✓	
7	Date signed	Sign	✓	
8	Signature of property owner	Sign	✓	
9	Signature of witnesses	Sign	✓	
10	Signature on sketch	Sign	✓	
11	Witnesses on sketch	Sign	✓	
12	North sign	Office	✓	
13	Scale	Office	✓	
14	Proposed Route	Sketch	✓	
15	Route marked by letters (a, b, c...) on sketch	Sketch	✓	
16	Parallel distance from border or other powerlines	Sketch	✓	
17	Property Details on sketch	Office	✓	
18	Deeds report attached	Deeds	✓	
19	Property Schedule Submitted	Schedule	✓	

Signed by Consultant

Date 14/10/2023

Signed by Eskom _____

Date _____

NOTES

1.1	If the owner is the registered owner of an Institution, a Government Department, or a Company etc, the full names and capacity of the undersigned must also completed. The full names and capacity also applies for a Lessee, Buyer, User, Heir, Occupant, Guardian etc.
1.2	In the event of Closed Corporation, the member signing for the CC, must have power of attorney for all members.
1.3	Please "Highlight" the portion number, border and farm name on the plan.
1.4	All alterations made on the Wayleave form must be initialed