

OPTION TO LEASE AGREEMENT

between

LIMPOPO LEGACY CC

and

GREEN GATE ENERGY PROPRIETARY LIMITED

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ANNEXURES

Annexure A Notarial Deed of Lease

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1 PARTIES

- 1.1 The Parties to this Agreement are –
 - 1.1.1 Limpopo Legacy CC (hereinafter referred to as the "Grantor"); and
 - 1.1.2 Green Gate Energy Proprietary Limited (hereinafter referred to as the "Grantee").
- 1.2 The Parties agree as set out below.

2 INTERPRETATION

- 2.1 In this Agreement, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings –
 - 2.1.1 "**Agreement**" means the option agreement contained in this document, including all annexures attached hereto;
 - 2.1.2 "**Budget Quotation**" means the document issued by Eskom, containing the scope of works, timelines for the Eskom connection works to be constructed to connect the Solar PV Facility to Eskom's distribution grid;
 - 2.1.3 "**Grantee**" means Green Gate Energy Proprietary Limited Registration Number 2023/894839/07, a limited liability private company duly incorporated in the Republic of South Africa;
 - 2.1.4 "**Grantor**" means Limpopo Legacy CC Registration Number 1985/006556/23;
 - 2.1.5 "**Necessary Consents**" means the consents and/or approvals which may include, but are not limited to the following:
 - 2.1.5.1 Ministerial consent as is contemplated in section 4 of SALA for the subdivision of the Premises, in the event that such is applicable, in accordance with the surveyor diagram as is enclosed herewith and marked Annexure B, and subject to clause 2.1.10;
 - 2.1.5.2 written approval of a rezoning application or such other form of land authorisation that the Grantee may be advised to apply for to the relevant town planning authority having jurisdiction over the Premises for such land use as will permit the construction and operation of a Solar PV Facility on the Premises;
 - 2.1.5.3 the granting of an environmental authorization pursuant to Section 24 of the National Environmental Management Act, 107 of 1998 ("**NEMA**") on terms which are acceptable to the Grantee for use of the Premises for the construction of and operation of a Solar PV Facility;

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- 2.1.5.4 any water use license that the Grantee may require under the provisions of the National Water Act, 36 of 1998;
- 2.1.5.5 approval of the application made by the Grantee (or its nominee) to the National Energy Regulator of South Africa (NERSA), pursuant to its bid to the Department of Mineral Resources and Energy, for an electricity generation license / registration in accordance with applicable law in respect of the Solar PV Facility to be established on the Premises; and
- 2.1.5.6 approval of a grid connection Authorization in favor of the Grantee pursuant to the South African Grid Code in respect of the Solar PV Facility to be established on the Premises, and the issue of the Connection and Use of System Agreement duly signed by Eskom and the Grantee or its nominee;
- 2.1.6 "**Notarial Deed of Lease**" means the long-term lease agreement with an option to purchase to be entered into between the Parties pursuant to the exercise of the option to lease, which is to be annexed hereto;
- 2.1.7 "**Option Price**" means the amount of **R29 000.00 (twenty-nine thousand rand) exclusive of VAT**, which shall escalate on the anniversary of the Signature Date at the rate of CPI, to be paid monthly by the Grantee to the Grantor as consideration for the granting of the option and for as long as the option subsists or until such time as the Lease Agreement takes effect, and the Lease payment becomes due;
- 2.1.8 "**Option Period**" means a period of 2 (two) years commencing on the Signature Date, where the entire Option to Lease Agreement is valid as an option to be accepted by the Grantee for a period of 2 (two) years from the Signature Date;
- 2.1.9 "**Parties**" means the parties to this Agreement;
- 2.1.10 "**Premises**" means a portion of the Property to be used by the Grantee for the operation of the Project measuring 252 (two hundred and fifty-two hectares), or any such approximate area to a maximum deviation of 2% (two percent), as contemplated by this Agreement, to be confirmed by the Grantee by addendum to this Agreement;
- 2.1.11 "**Project**" means the construction, operation and maintenance of a Solar PV Facility on the Premises;
- 2.1.12 "**Project Development Activities**" means the activities to be undertaken or conducted by the Grantee on the Premises at the cost of the Grantee in order to investigate the feasibility of the Project, which activities include, but are not limited to the following:
- 2.1.12.1 installation of testing and measuring instruments;
- 2.1.12.2 undertaking general and specific surveys of the Premises;

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- 2.1.12.3 preparing all activities pertaining to road access, early works and upgrading existing roads;
- 2.1.12.4 electrical network connection studies;
- 2.1.12.5 identifying and obtaining all Necessary Consents required for the Project; and
- 2.1.12.6 all activities reasonably ancillary to any of the foregoing;
- 2.1.13 "**Property**" means Portion 1 of the Farm Steenbokpan 295 LQ, situated 64 kilometres North of Lephalale, Waterberg District Municipality, Limpopo Province, measuring 548.1805 (five hundred and forty-eight comma one eight zero five) hectares;
- 2.1.14 "**SALA**" means the Subdivision of Agricultural Land Act 70 of 1970;
- 2.1.15 "**Signature Date**" means the date of signature of this Agreement by the Party last signing;
- 2.1.16 "**Solar PV Facility**" means the facilities and infrastructure used for the generation of electricity from solar sources and consisting, without limitation, of solar photovoltaic panels, mounting systems, inverters, substations, control rooms, storage facilities and all electric plant used to interconnect the production or generation plant with the relevant electricity distribution network;
- 2.1.17 "**Studies**" means all the studies (including assessments, and geological and other surveys) to be conducted by the Grantee, which the Grantee deems necessary and/or required in order to determine whether the Premises is, in the opinion of the Grantee, suitable for the purposes of the Project(s); and
- 2.1.18 "**VAT**" means value-added tax, levied in terms of the Value-added Tax Act, 89 of 1991.
- 2.2 In this Agreement -
- 2.2.1 clause headings and the heading of the Agreement are for convenience only and are not to be used in its interpretation;
- 2.2.2 an expression which denotes -
- 2.2.2.1 any gender includes the other genders;
- 2.2.2.2 a natural person includes a juristic person and *vice versa*;
- 2.2.2.3 the singular includes the plural and *vice versa*;
- 2.2.2.4 a Party includes a reference to that Party's successors in title and assigns allowed at law; and

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- 2.2.2.5 a reference to a consecutive series of two or more clauses is deemed to be inclusive of both the first and last-mentioned clauses.
- 2.3 Any reference in this Agreement to –
- 2.3.1 "**business hours**" shall be construed as being the hours between 08h30 and 17h00 on any business day. Any reference to time shall be based upon South African Standard Time;
- 2.3.2 "**days**" shall be construed as calendar days unless qualified by the word "business", in which instance a "business day" will be any day other than a Saturday, Sunday or public holiday from time to time;
- 2.3.3 "**laws**" means all constitutions; statutes; regulations; by-laws; codes; ordinances; decrees; rules; judicial, arbitral, administrative, ministerial, departmental or regulatory judgements, orders, decisions, rulings, or awards; policies; voluntary restraints; guidelines; directives; compliance notices; abatement notices; agreements with, requirements of, or instructions by any governmental body; and the common law, and "**law**" shall have a corresponding meaning;
- 2.3.4 "**person**" means any person, company, close corporation, trust, partnership or other entity whether or not having separate legal personality; and
- 2.3.5 "**public holiday**" means a public holiday contemplated in the Public Holidays Act, No 36 of 1994.
- 2.4 The words "**include**" and "**including**" mean "**include without limitation**" and "**including without limitation**". The use of the words "**include**" and "**including**" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.
- 2.5 Any substantive provision, conferring rights or imposing obligations on a Party and appearing in any of the definitions in this clause 2 or elsewhere in this Agreement, shall be given effect to as if it were a substantive provision in the body of the Agreement.
- 2.6 Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this Agreement.
- 2.7 Unless otherwise provided, defined terms appearing in this Agreement in title case shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning.
- 2.8 A reference to any statutory enactment shall be construed as a reference to that enactment as at the Signature Date and as amended or substituted from time to time.

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- 2.9 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.
- 2.10 If the due date for performance of any obligation in terms of this Agreement is a day which is not a business day, then (unless otherwise stipulated) the due date for performance of the relevant obligation shall be the immediately preceding business day.
- 2.11 Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.
- 2.12 No provision of this Agreement shall (unless otherwise stipulated) constitute a stipulation for the benefit of any person who is not a Party to this Agreement.
- 2.13 The use of any expression in this Agreement covering a process available under South African law, such as winding-up, shall, if either of the Parties to this Agreement is subject to the law of any other jurisdiction, be construed as including any equivalent or analogous proceedings under the law of such other jurisdiction.
- 2.14 Any reference in this Agreement to "**this Agreement**" or any other agreement or document shall be construed as a reference to this Agreement or as the case may be, such other agreement or document, as amended, varied, novated or supplemented from time to time.
- 2.15 In this Agreement the words "**clause**" or "**clauses**" and "**annexure**" or "**annexures**" refer to clauses of and annexures to this Agreement.

3 RECORDAL

- 3.1 The Grantor is the registered owner of the Property.
- 3.2 The Grantee wishes to utilise the Premises for the purpose of conducting the Studies to investigate the feasibility of the Project on the Premises and the suitability of the Premises for the Project.
- 3.3 For such purposes, the Grantor has agreed to grant to the Grantee an option to enter into a long-term lease agreement with the option to purchase and certain other rights in respect of the Premises in the event that the Grantee concludes that the Project is feasible.
- 3.4 The Parties wish to record in writing their agreement in respect of the above and matters ancillary thereto.
- 3.5 The Parties acknowledge that the transfer of ownership of the Property to the Grantor is pending. The Parties therefore agree that this Agreement is contingent upon the successful transfer of the Property into the names of the Grantor. In the event that the Grantor does not acquire the legal title and ownership of the Property within 3 (three) months of Signature

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Date of this Agreement, then the Grantee shall have the right to cancel this Agreement.

4 OPTION

- 4.1 The Grantor hereby grants to the Grantee for the Option Period the sole, exclusive and irrevocable option to lease the Premises from the Grantor with an option to purchase the Premises on substantially the same terms and conditions as those contained in the draft Notarial Deed of Lease annexed hereto as Annexure "A".
- 4.2 During the Option Period, the Grantee, its agents, contractors, directors, employees, guests, invitees, officials, workers, or its assigns, shall have an unconditional right, limited only to business days and business hours, to:
 - 4.2.1 access and egress the Property by prior arrangement with the Grantor;
 - 4.2.2 carry out the Studies and to determine the suitable sites on the Premises for the Project;
 - 4.2.3 to install any ancillary facilities and improvements, which shall be moveable in nature, that may be required to carry out the Project Development Activities and the Studies;
 - 4.2.4 to undertake surveys and framing of diagrams of the Premises as required;
 - 4.2.5 to submit applications to the Department of Agriculture, Land Reform and Rural Development for consent to entering into the Notarial Deed of Lease in respect of the Property/Premises;
 - 4.2.6 to submit applications to the Department of Agriculture, Land Reform and Rural Development for subdivision of a portion of the Property to create the Premises as a separate piece of land;
 - 4.2.7 to undertake analysis and studies to determine the feasibility of the generation of electricity from solar sources on the Premises;
 - 4.2.8 to conduct any environmental impact assessments on the Property and apply for any environmental authorisation in respect of the Premises as required;
 - 4.2.9 access the Premises for the purposes of conducting all activities necessary for obtaining the Necessary Consents;
 - 4.2.10 to submit an application to the relevant competent authority to change the zoning of the Premises as required to such other zoning that will permit the development of the Project on the Premises;
 - 4.2.11 bring onto the Premises such equipment deemed necessary by the Grantee and approved by the Grantor to enable it to apply for the Necessary Consents, and to remove any such equipment from the Premises when requested to do so by the Grantor;

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- 4.2.12 design a suitable connection to the national electricity grid; which may include the plotting of servitudes in relation to the establishment of the grid connection; and
- 4.2.13 to undertake such other activities as may be reasonably required by the Grantee and approved in writing by the Grantor.
- 4.3 For the duration of the Option Agreement and until such time as the Lease Agreement is implemented and then for the duration of the Lease Agreement the Grantee shall have the exclusive right to develop a Solar PV Facility on the Premises and undertake the Studies as required, and furthermore, the Grantor shall not engage in, or allow any third party to engage in, any activity on the Property that might interfere or compete with the Project Development Activities nor allow any third party to conduct any activities on the Property that may be comparable to any of the Project Development Activities or the Project itself during the Option Period, and for a maximum period of 3 (three) years from the date of the commencement of the lease, or purchase of the Premises, by the Lessee.
- 4.4 In the event that the option to lease is not exercised, then the applications referred to in clause 4.2.6 may be ceded to the Grantor at no extra charge or, at the option of the Grantor, that the applications be withdrawn, and the Grantee shall place the Grantor in the status quo ante in respect of any of the applications.
- 4.5 The Grantee shall be responsible for any rehabilitation of the Premises that may be required as a result of the exercise of its rights in terms of this Agreement, and shall, as reasonably practicable, return the Premises to the Grantor in substantially the same condition, as to that in which it was found by the Grantee.
- 4.6 In the event that the Grantee fails to comply, or at the very least be in the process of complying, with its obligations in terms of clause 4.4 within a period of 20 (twenty) Business Days after notice thereof by the Grantor, the Grantor may carry out such maintenance and repairs to the Premises and the Grantee shall be liable to reimburse the Grantor for all costs thereof.

5 SERVITUDES

- 5.1 In carrying out the activities listed in clause 4.2, the Grantee shall determine if it requires servitudes over the Property for purposes of the operation of the Project, including (but not limited to) right of way servitudes for accessing the Premises, and electrical servitudes for substations and electrical transmission and distribution lines to or from the Solar PV Facility and any Eskom substation on or close to the Property in order to connect to the national electricity grid.
- 5.2 The Grantee shall identify the routes and locations of the servitudes across the Property and any such servitudes shall be subject to the approval of the Grantor.

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- 5.3 The Grantee shall use its reasonable efforts to ensure that the routes and location of the servitudes contemplated in clause 5.1 do not, as far as possible, have a detrimental impact on or significantly interrupt the Grantor's ability to conduct its own activities on the remainder of the Property.
- 5.4 The Parties agree that Ministerial consent to the registration of any such servitude contemplated in clause 5.1 may be obtained prior to the conclusion of the said servitudes taking into consideration that the Minister's consent to such servitudes, or any one of them, may not be required in terms of SALA.
- 5.5 Save for any servitudes or other real rights in favour of third parties which are already registered against the title deed of the Property as at the Signature Date, the Grantor agrees, for the duration of the Option Period, to not grant, assign or provide any servitude, license, permit or other right for access across the Premises without the Grantee's written consent first having been obtained.
- 5.6 All costs related to the finalisation of the terms and conditions of the servitudes, the execution and registration of the servitudes (including the cost of the required servitude diagrams, if any) shall be for the Grantee's account.

6 OPTION PRICE

As consideration for the grant of the option, the Grantee shall pay to the Grantor the Option Price, or pro rata (prorate) as appropriate, within 10 (ten) business days of the Signature Date, and monthly thereafter.

7 EXERCISE OF THE OPTION

- 7.1 The Grantee may exercise the option by written notice to the Grantor prior to the expiry of the Option Period, and such exercise shall, to the extent that any of the following are applicable, be condition precedent on:
 - 7.1.1 The Budget Quotation being issued by Eskom and accepted by the Grantee;
 - 7.1.2 The Grantee having obtained Ministerial consent in terms of SALA to the conclusion of a lease agreement in respect of the Premises, if so required by the Grantee; and
 - 7.1.3 The Grantee having obtained the Necessary Consents from the relevant governmental authorities for the construction and operation of a Solar PV Facility as contemplated.
- 7.2 The notice contemplated in clause 7.1 must be signed by the Grantee and must be dispatched to the physical address or the email address chosen by the Grantor in accordance with clause 11.

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8 RIGHT OF FIRST REFUSAL

- 8.1 The Grantor grants the Grantee a right of first refusal in respect of the Property subject to the terms and conditions contained in this clause 8.
- 8.2 Should the Grantor at any time during the Option Period receive a bona fide offer from a third party to purchase or lease the Property other than the parties as is set out in 8.1, and should the Grantor desire to accept the offer; or make an offer to sell the Premises and/or Property, to a third party, then the Grantor shall be obliged to give the Grantee 30 (thirty) business days' notice in writing of such offer, setting forth the name and address of the third party, with signed copies of all relevant documents, the amount of the proposed purchase price and all other terms and conditions of such offer, and procure that such is not limited by any non-disclosure agreement or any other agreement.
- 8.3 The Grantee shall then have the right to purchase the Premises by giving written notice to the Grantor of its intention to purchase the Premises within such 30 (thirty) business day period at the same price stipulated and on the same terms as any such offer contemplated in clause 8.2. a binding agreement of sale shall then be constituted between the Grantor, as seller, and the Grantee, as purchaser, upon the same terms and conditions within 10 (ten) days of such written notice.

9 WARRANTIES

- 9.1 As at the Signature Date, the Grantor warrants to the Grantee that –
 - 9.1.1 there are no options or encumbrances in favour of any person in respect of the Property, including (but not limited to) options or encumbrances which may prevent the Grantee from utilising it; in accordance with this Agreement or which may otherwise limit the rights of the Grantee in terms of this Agreement, other than those registered against the Property and reflected in the title deed of the Property as at the Signature Date.
- 9.2 The Parties hereby warrant to and in favour of the other that –
 - 9.2.1 it has the legal capacity and has taken all necessary corporate action required to empower and authorise it to enter into this Agreement;
 - 9.2.2 this Agreement constitutes an agreement valid and binding on it and enforceable against it in accordance with its terms;
 - 9.2.3 the execution of this Agreement and the performance of its obligations hereunder does not and shall not –
 - 9.2.3.1 contravene any law or regulation to which that Party is subject;
 - 9.2.3.2 contravene any provision of that Party's constitutional documents; or

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- 9.2.3.3 conflict with, or constitute a breach of any of the provisions of any other agreement, obligation, restriction or undertaking which is binding on it;
 - 9.2.4 to the best of its knowledge and belief, it is not aware of the existence of any fact or circumstance that may impair its ability to comply with all of its obligations in terms of this Agreement;
 - 9.2.5 the natural person who signs and executes this Agreement on its behalf is validly and duly authorised to do so;
 - 9.2.6 it is not relying upon any statement or representation by or on behalf of any other Party, except those expressly set forth in this Agreement.
- 9.3 Each of the representations and warranties given by the Parties in terms of clause 9.2 shall –
- 9.3.1 be a separate warranty and will in no way be limited or restricted by inference from the terms of any other warranty or by any other words in this Agreement;
 - 9.3.2 continue and remain in force notwithstanding the completion of any or all the transactions contemplated in this Agreement; and
 - 9.3.3 *prima facie* be deemed to be material and to be a material representation inducing the other Party to enter into this Agreement.

10 BREACH

- 10.1 If a Party ("**Defaulting Party**") breaches any provision of this Agreement and remains in breach for 10 (ten) business days ("**Notice Period**") after written notice from the other Party ("**Aggrieved Party**") requiring it to rectify such breach, the Aggrieved Party shall be entitled, at its option –
 - 10.1.1 to cancel the Agreement; and
 - 10.1.2 to claim damages, alternatively
 - 10.1.3 to claim immediate specific performance of any of the Defaulting Party's obligations under this Agreement, with or without claiming damages, including payment of any amount falling due under this Agreement by the Defaulting Party.
 - 10.1.4 Neither Party shall be entitled to cancel this Agreement unless the breach is a material breach. A breach will be deemed to be a material breach if –
 - 10.1.4.1 it is capable of being remedied, but is not so remedied within the Notice Period; or
 - 10.1.4.2 it is incapable of being remedied or is not remedied within the Notice Period, and

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payment in money will compensate for such breach but such payment is not made within the Notice Period.

- 10.2 The Aggrieved Party's remedies in terms of this clause 10 are without prejudice to any other remedies to which the Aggrieved Party may be entitled in law.
- 10.3 The Parties agree that any costs awarded will be recoverable on an attorney-and-own-client scale unless the Court specifically determines that such scale shall not apply, in which event the costs will be recoverable in accordance with the High Court tariff, determined on an attorney-and-client scale.

11 NOTICES AND ADDRESSES FOR SERVICE

- 11.1 The Parties select as their respective addresses at which all demands, notices, summonses, pleadings and processes must be delivered, and execution must take place (*domicilia citandi et executandi*) the following physical addresses and email addresses, and for the purposes of giving or sending any notice provided for or required under this Agreement, the said physical addresses as well as the following email addresses -

<u>Name</u>	<u>Physical Address</u>	<u>Email</u>
The Grantor	6 Essex Place, Irene Farm Villages, Irene, Pretoria	adellevanzyl1@gmail.com

Marked for the attention of: Adelle Van Zyl

<u>Name</u>	<u>Physical Address</u>	<u>Email</u>
The Grantee	833 Joan End, Ext 92 Erands Gardens, Midrand 1685.	godfrey@blueskype.co.za 066 305 0524

Marked for the attention of: Lehlohonolo Godfrey Mothobi

provided that a Party may change its *domicilium* or its address for the purposes of notices to any other physical address in the Republic of South Africa or email address by written notice to the other Party to that effect. Such change of address will be effective 5 (five) business days after receipt of the notice of the change.

- 11.2 All notices to be given in terms of this Agreement will be given in writing and will -
 - 11.2.1 be delivered by hand or sent by email, and not by any other means;
 - 11.2.2 if delivered by hand during business hours, be presumed to have been received on the date of delivery. Any notice delivered after business hours or on a day which is not a business day will be presumed to have been received on the following business day; and
 - 11.2.3 if sent by email during business hours, be presumed to have been received on the date

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of successful transmission of the email. Any email sent after business hours or on a day which is not a business day will be presumed to have been received on the following business day.

- 11.3 Notwithstanding the above, any notice given in writing, and actually received by the Party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause 11.

12 TERMINATION

This Agreement shall remain in effect until –

- 12.1 the option is exercised in respect of the Premises; or
 - 12.2 the expiration of the Option Period; or
 - 12.3 the Grantee terminates this Agreement by giving 30 (thirty) days' written notice to the Grantor of its intention to do so;
 - 12.4 either of the Parties terminates this Agreement pursuant to clause 10,
- whichever is the earliest.

13 PUBLICITY

- 13.1 Subject to the provisions of clause 13.2, each Party undertakes to keep confidential and not to disclose to any third party, save as may be required in law (including by the rules of any recognised securities exchange, where applicable) or permitted in terms of this Agreement, the nature, content or existence of this Agreement and any and all information given by a Party to the other Party pursuant to this Agreement.
- 13.2 No announcements of any nature whatsoever will be made by or on behalf of a Party relating to this Agreement without the prior written consent of the other Party, save for any announcement or other statement required to be made in terms of the provisions of any law or by the rules of any recognised securities exchange, in which event the Party obliged to make such statement will first consult with the other Party in order to enable the Parties in good faith to attempt to agree the content of such announcement, which (unless agreed) must go no further than is required in terms of such law or rules. This will not apply to a Party wishing to respond to the other Party which has made an announcement of some nature in breach of this clause 13.

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- 13.3 This clause 13 shall not apply to any disclosure made by a Party to that Party's professional advisors, financiers or consultants, provided that they have agreed to the same confidentiality undertakings, or to any prospective purchaser or any judicial or arbitral tribunal or officer, in connection with any matter relating to this Agreement or arising out of it.

14 BENEFIT OF THE AGREEMENT

- 14.1 This Agreement will also be for the benefit of and be binding upon the successors in title and permitted assigns of the Parties or either of them.
- 14.2 The Parties warrant that no parties associated with, connected to or benefiting from the Project and/or lease or sale of the premises are receiving and/or have been promised any financial reward or commission associated with this agreement of lease/sale by any party, which has not been disclosed to all stakeholders and relevant parties connected to the resultant project development and/or lease or sale of the premises, other than that which has already been disclosed to all such parties.

15 CO-OPERATION

The Parties undertake at all times to do all such things, perform all such acts and take all such steps, and to procure the doing of all such things, within its power and control, as may be open to it and necessary for and incidental to the putting into effect or maintenance of the terms, conditions and import of this Agreement.

16 APPLICABLE LAW AND JURISDICTION

- 16.1 This Agreement will in all respects be governed by and construed under the laws of the Republic of South Africa.
- 16.2 The Parties hereby consent and submit to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Local Division, Pretoria, in any dispute arising from or in connection with this Agreement.

17 INDEPENDENT ADVICE

Each of the Parties to this Agreement hereby acknowledges and agrees that –

- 17.1 it has been free to secure independent legal and other professional advice (including financial and taxation advice) as to the nature and effect of all of the provisions of this Agreement and that it has either taken such independent advice or has dispensed with the necessity of doing so; and
- 17.2 all of the provisions of this Agreement and the restrictions herein contained are fair and reasonable in all the circumstances and are in accordance with the Party's intentions.

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18 GENERAL

18.1 Whole Agreement

- 18.1.1 This Agreement constitutes the whole of the agreement between the Parties relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on either of the Parties.
- 18.1.2 This Agreement supersedes and replaces any and all agreements between the Parties (and other persons, as may be applicable) and undertakings given to or on behalf of the Parties (and other persons, as may be applicable) in relation to the subject matter hereof.

18.2 Variations to be in Writing

No addition to or variation, deletion, or agreed cancellation of all or any clauses or provisions of this Agreement will be of any force or effect unless in writing and signed by the Parties.

18.3 No Indulgences

No latitude, extension of time or other indulgence which may be given or allowed by either Party to the other Party in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of either Party arising from this Agreement and no single or partial exercise of any right by either Party under this Agreement, shall in any circumstances be construed to be an implied consent or election by that Party or operate as a waiver or a novation of or otherwise affect any of the Party's rights in terms of or arising from this Agreement or estop or preclude such Party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof. Failure or delay on the part of any Party in exercising any right, power or privilege under this Agreement will not constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

18.4 No Waiver or Suspension of Rights

No waiver, suspension or postponement by either Party of any right arising out of or in connection with this Agreement shall be of any force or effect unless in writing and signed by such Party. Any such waiver, suspension or postponement will be effective only in the specific instance and for the purpose given.

18.5 Provisions Severable

All provisions and the various clauses of this Agreement are, notwithstanding the manner

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in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this Agreement which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as *pro non scripto* and the remaining provisions and clauses of this Agreement shall remain of full force and effect. The Parties declare that it is their intention that this Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

18.6 **Continuing Effectiveness of Certain Provisions**

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.

18.7 **No Assignment**

Neither this Agreement nor any part, share or interest herein nor any rights or obligations hereunder may be ceded, delegated or assigned by either Party without the prior written signed consent of the other Party, which shall not be unreasonably withheld, save as otherwise provided herein.

19 **Costs**

Except as otherwise specifically provided herein, each Party will bear and pay its own legal costs and expenses of and incidental to the negotiation, drafting, preparation and signature of this Agreement.

20 **Signature**

- 20.1 This Agreement is signed by the Parties on the dates and at the places indicated below.
- 20.2 This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement as at the date of signature of the Party last signing one of the counterparts.
- 20.3 The persons signing this Agreement in a representative capacity warrant their authority to do so.
- 20.4 The Parties record that it is not required for this Agreement to be valid and enforceable that a Party shall initial the pages of this Agreement and/or have its signature of this Agreement verified by a witness.

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SIGNED at Pretoria on 1 November 2023 2023

Limpopo Legacy CC

Adelle van Zyl

Signature

Name of Signatory: Adelle van Zyl
Designation: Member

Mornay du Plessis

Signature

Name of Signatory: Mornay du Plessis
Designation: Member

SIGNED at Irene on 1st NOVEMBER 2023

For and on behalf of
**GREEN GATE ENERGY PROPRIETARY
LIMITED**

Signature

Codewey Motshozi
Name of Signatory

DIRECTOR
Designation of Signatory

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MAN

Annexure A

Notarial Deed of Lease

To be attached

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NOTARIAL DEED OF LEASE

BE IT HEREBY MADE KNOWN:

THAT at [•] on [•]

before me, Notary Public, by lawful authority duly admitted and sworn and in the presence of the subscribing witnesses personally came and appeared

[•] of [•], s/he, the said Appearer being duly authorised thereto by a power of attorney signed at [•] on [•] and granted to him/her by:

Limpopo Legacy CC
Registration Number 1985/006556/23
(hereinafter referred to as the "**Lessor**")

AND

authorised thereto by virtue of a power of attorney given to him/her at [•] on [•] by –

GREEN GATE ENERGY PROPRIETARY LIMITED
Registration Number 2023/894839/07
(the "**Lessee**")

represented by Lehlohonolo Godfrey Mothobi being duly authorised by virtue of a Resolution passed at [•] on [•],

which powers of attorney and certified copies of which resolutions were exhibited to me and now remain filed in my protocol.

AND the Appearer declared on behalf of his/her principals that they wish to enter into a Lease Agreement in respect of the Premises hereinafter more fully described, subject to the terms and conditions set out herein.

AND whereas her principals require the Lease Agreement to be notarially executed and registered.

THEREFORE, the Appearer declared that the Lessor and the Lessee agree as follows:

THE PROPERTY:

The Lessor is the registered owner of the following Property:

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1. Portion 1 of the Farm Steenbokpan 295 LQ, situated 46 kilometers North of Lephalale, Waterberg District Municipality, Limpopo Province, measuring 548.1805 (five hundred and forty-eight comma one eight zero five) hectares;
(the "**Property**")

THE PREMISES:

The Lessor lets to the Lessee which hires –

A LEASE AREA INDICATED IN APPENDIX 1 MEASURING 252 (TWO HUNDRED AND FIFTY-TWO) HECTARES BEING A PORTION OF PORTION 1 OF THE FARM STEENBOKPAN 295 LQ, WATERBERG DISTRICT MUNICIPALITY, LIMPOPO PROVINCE, MEASURING 548.1805 (FIVE HUNDRED AND FORTY-EIGHT COMMA ONE EIGHT ZERO FIVE) HECTARES;

(the "**Premises**")

on the terms and conditions of this Lease.

THE LEASE TERM:

- A This Agreement shall commence on the Commencement Date and shall endure for an initial period of 25 (twenty-five) years with 2 (two) options for renewal of 5 (five) years as mutually agreed by the Parties.

AND ON SUCH FURTHER TERMS AND CONDITIONS AS CONTAINED IN THE LEASE TERMS AND CONDITIONS.

SIGNED BY THE APPEARER AT [•] ON THE DAY, MONTH AND YEAR REFERRED TO ABOVE, IN THE PRESENCE OF THE UNDERSIGNED COMPETENT WITNESSES.

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AS WITNESSES:

1

q.q. the Lessor

2

q.q. the Lessee

QUOD ATTESTOR

NOTARY PUBLIC

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LEASE TERMS AND CONDITIONS

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1 PARTIES

- 1.1 The parties to this Agreement are –
 - 1.1.1 Limpopo Legacy CC (Reg 1985/006556/23) (hereinafter referred to as the "Lessor"); and
 - 1.1.2 Green Gate Energy Proprietary Limited (Reg 2023/894839/07) (hereinafter referred to as the "Lessee").
- 1.2 The Parties agree as set out below.

2 INTERPRETATION

- 2.1 In this Agreement, the following words shall, unless otherwise stated or inconsistent with the context in which they appear, bear the following meanings –
 - 2.1.1 "**Agreement**" or "**Lease**" means the lease agreement set out in this document, as amended from time to time, together with the annexures, and as amended from time to time;
 - 2.1.2 "**Business Day**" means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;
 - 2.1.3 "**Battery Energy Storage Facility (BESF)**" means the facility comprising of batteries, chargers, power converters and related equipment connected to a single point of connection (POC) on the national interconnect power system (NIPS) for the purpose of storing electrical energy in the batteries during the charging process and discharging the stored electrical energy when required. The BESF includes a set of control functions that make it possible to control the BESF connected to the single point of connection (POC) and which forms an integral part of the BESF;
 - 2.1.4 "**Commencement Date**" means, notwithstanding the Execution Date, the Date of Signature;
 - 2.1.5 "**Consumer Price Index/CPI**" means the agreed escalation rate of 6% per annum, which shall be applied on each anniversary of the escalation.
 - 2.1.6 "**Date of Signature**" means the date of signature of this Agreement by the last Party signing;

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- 2.1.7 **"Execution Date"** means the date of notarial execution of this Agreement before a Notary;
- 2.1.8 **"Lease Term"** means the period of this Agreement commencing on the Commencement Date and terminating after 25 years, which period shall align with the duration of the Power Purchase Agreement (PPA) applicable to the Project. If the PPA is renewed or extended beyond 25 years, the Lease Term may be extended by mutual agreement of the Parties, subject to renegotiation of commercial terms as set out in 5.2 below;
- 2.1.9 **"Lessee"** means Green Gate Energy Proprietary Limited, Registration Number 2023/894839/07, a private company duly incorporated in the Republic of South Africa;
- 2.1.10 **"Lessor"** means Limpopo Legacy CC (Reg 1985/006556/23);
- 2.1.11 **"Minister"** means the Minister of the Department of Agriculture, Land Reform and Rural Development, from time to time;
- 2.1.12 **"Natural Disasters"** means events caused by natural forces that are beyond human control and result in significant damage or disruption. These include, but are not limited to, earthquakes, floods, hurricanes, tornadoes, volcanic eruptions, tsunamis, and other similar catastrophic events.
- 2.1.13 **"Necessary Consents"** means the consents and/or approvals which include, but are not limited to the following:
- 2.1.13.1 written approval of a rezoning application or such other form of land authorisation that the Lessee may be advised to apply for to the relevant town planning authority having jurisdiction over the Premises for such land use as will permit the construction and operation of a Solar PV Facility on the Premises;
- 2.1.13.2 the granting of an environmental authorization 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 Premises for the construction of and operation of a Solar PV Facility;
- 2.1.13.3 any water use license that the Lessee may require under the provisions of the National Water Act, 36 of 1998;

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- 2.1.13.4 approval of the application made by the Lessee (or its nominee) to the National Energy Regulator of South Africa (NERSA), pursuant to its bid to the Department of Mineral Resources and Energy, for an electricity generation license / registration in accordance with applicable law in respect of the Solar PV Facility to be established on the Premises;
- 2.1.13.5 approval of a grid connection Authorization in favor of the Lessee pursuant to the South African Grid Code in respect of the Solar PV Facility to be established on the Premises, and the issue of the Connection and Use of System Agreement duly signed by Eskom and the Lessee or its nominee; and
- 2.1.13.6 any such consent and approvals required in terms of the IPP Procurement Programme, being the bidding and procurement process pursuant to the Request for Qualification and Proposals for New Generation Capacity initiated by the Department of Mineral Resources and Energy;
- 2.1.14 "**Parties**" means the Lessor and the Lessee, and "**Party**" means any one of them as the context may indicate;
- 2.1.15 "**Power Purchase Agreement (PPA)**" means the agreement between the Lessee and an electricity buyer for the sale of power generated from the Solar PV Facility. The Lease Term shall align with the PPA duration, subject to Clause 5.2 regarding any extension beyond 25 years.
- 2.1.16 "**Premises**" means a portion of the Property to be used by the Lessee for the operation of the Project as per the Option to Lease Agreement, being A LEASE AREA INDICATED IN APPENDIX 1 MEASURING 252 (TWO HUNDRED AND FIFTY-TWO) HECTARES;
- 2.1.17 "**Prime Rate**" means the rate of interest (nominal annual compounded monthly in arrears) from time to time published by Standard Bank as its prime overdraft lending rate (a certificate from any manager of that bank, whose appointment or authority need not be proved, as to the prime rate at any time and the usual way in which it is calculated and compounded at such time shall, in the absence of manifest or clerical error, be final and binding on the Parties);

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- 2.1.18 **"Production Date"** means the earlier of the first day of the month following the date upon which electricity is generated by the Solar PV Facility(ies) and has, in accordance with the provisions of the PPA and the Grid Code, being supplied, delivered and sold to a purchaser, the latter who may, for purposes for this Agreement, be Eskom Holdings SOC Limited, a local authority, a private enterprise or any other entity or the last day of the month wherein construction of a 220 MW Solar PV facility (or such total facility or project(s)), or such lesser or greater MW as the Lessee may decide, is completed;
- 2.1.19 **"Project"** means the construction, operation and maintenance of a Solar PV Facility on the Premises, as read with clause 2.1.18;
- 2.1.20 **"Property"** means Portion 1 of the Farm Steenbokpan 295 LQ, Waterberg District Municipality, Limpopo Province, measuring 548.1805 (five hundred and forty-eight comma one eight zero five) hectares;
- 2.1.21 **"Registration Date"** means the date this Agreement is registered in the relevant Deeds Registry;
- 2.1.22 **"SALA"** means the Subdivision of Agricultural Land Act 70 of 1970;
- 2.1.23 **"Solar PV Facility"** means the facilities and infrastructure used for the generation of electricity from solar sources and consisting, without limitation, of solar photovoltaic panels, mounting systems, inverters, substations, control rooms, storage facilities, BESF (if applicable) and all electric plant used to interconnect the production or generation plant with the relevant electricity distribution network;
- 2.1.24 **"VAT"** means value-added tax, levied in terms of the Value-added Tax Act, 89 of 1991.
- 2.2 In this Agreement:
- 2.2.1 references to a statutory provision include any subordinate legislation made from time to time under that provision and include that provision as modified or re-enacted from time to time;

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- 2.2.2 words importing the masculine gender include the feminine and neuter genders and vice versa; the singular includes the plural and vice versa; and natural persons include artificial persons and vice versa.
- 2.2.3 references to a "**person**" include a natural person, company, close corporation or any other juristic person or other corporate entity, a charity, trust, partnership, joint venture, syndicate, or any other association of persons;
- 2.2.4 references to a "**subsidiary**" or a "**holding company**" shall be references to a subsidiary or holding company as defined in the Companies Act, 2008;
- 2.2.5 if a definition imposes substantive rights and obligations on a Party, such rights and obligations shall be given effect to and shall be enforceable, notwithstanding that they are contained in a definition;
- 2.2.6 any definition, wherever it appears in this Agreement, shall bear the same meaning and apply throughout this Agreement unless otherwise stated or inconsistent with the context in which it appears;
- 2.2.7 if there is any conflict between any definitions in this Agreement then, for purposes of interpreting any clause of the Agreement or paragraph of any Annex, the definition appearing in that clause or paragraph shall prevail over any other conflicting definition appearing elsewhere in the Agreement;
- 2.2.8 where any number of days is prescribed, those days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which event the last day shall be the next succeeding Business Day;
- 2.2.9 where the day upon or by which any act is required to be performed is not a Business Day, the Parties shall be deemed to have intended such act to be performed upon or by the next succeeding Business Day;
- 2.2.10 the use of any expression covering a process available under South African law (such as but not limited to a winding-up) shall, if any of the Parties is subject to the law of any other jurisdiction,

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- be interpreted in relation to that Party as including any equivalent or analogous proceeding under the law of such other jurisdiction;
- 2.2.11 references to any amount shall mean that amount exclusive of VAT, unless the amount expressly includes VAT;
- 2.2.12 the rule of construction that if general words or terms are used in association with specific words or terms which are a species of a particular genus or class, the meaning of the general words or terms shall be restricted to that same class (i.e. the *eiusdem generis* rule) shall not apply, and whenever the word "*including*" is used followed by specific examples, such examples shall not be interpreted so as to limit the meaning of any word or term to the same genus or class as the examples given.
- 2.3 The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement which are expressly provided to operate after any such expiration or termination, or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the relevant provisions themselves do not provide for this.
- 2.4 Each of the provisions of this Agreement has been negotiated by the Parties and drafted for the benefit of the Parties, and accordingly the rule of construction that the contract shall be interpreted against or to the disadvantage of the Party responsible for the drafting or preparation of the Agreement (i.e. the *contra proferentem* rule), shall not apply.

3 INTRODUCTION

- 3.1 The Lessor is the registered owner of the Property.
- 3.2 The consent of the Minister in terms of SALA to the conclusion of this Lease shall be a condition precedent to the enforceability of this Agreement and must be obtained by the Lessee in terms of Section 3 of the Subdivision of Agricultural Land Act, 70 of 1970 ("SALA"). The Lessee shall be responsible for applying for such consent and bearing all related costs. This Lease shall not take effect until such Ministerial consent has been obtained, unless the Lessee can provide written confirmation that the Premises are exempt from SALA requirements.

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- 3.3 The Lessor hereby lets to the Lessee which hires from the Lessor the Premises on the conditions contained in this Agreement.
- 3.4 The Parties wish to record in writing their agreement in respect of the above and matters ancillary thereto.

4 LEASE

- 4.1 The Lessor lets to the Lessee who hereby hires from the Lessor the Premises on the terms and subject to the conditions contained in this Agreement.
- 4.2 This Lease shall be notarially executed and registered against the title deed(s) of the Property.
- 4.3 With effect from the Commencement Date, this Agreement shall supersede any prior lease agreement entered into in respect of the Premises and shall govern the relationship between the Lessor and the Lessee in respect of the Premises.

5 DURATION

- 5.1 This Agreement shall commence on the Commencement Date and shall endure for the Lease Term.
- 5.2 The Lessee shall have 2 (two) separate, consecutive and distinct options of 5 (five) years each to renew this Lease following the expiry of the Lease Term. As per clause 2.1.8 above, the Lease Term shall be for a fixed period of 25 (twenty-five) years to align with the duration of PPA applicable to the Project. If the Lessee elects to exercise an option, the Lessee shall give written notice to the Lessor of its decision not less than 3 (three) months prior to the expiration of the Lease Term or the extended term. Should the PPA be renewed or extended, the Parties may agree to extend the Lease Term beyond 25 years by mutual agreement at least 12 (twelve) months prior to the expiry of the Lease Term.
- 5.3 Notwithstanding the provisions of clause 5.1, the Lessor shall be entitled, strictly according with the provisions of clause 19, to cancel this Lease on written notice to the Lessee if the Lessee is in material breach of any terms and conditions of this Agreement.

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5.4 To the extent that construction of the Solar PV Facility has not commenced within two years of the Registration Date, the Lessor shall be entitled to cancel this Agreement upon three months prior written notice to the Lessee. The Parties agree that the termination of this Agreement, for whatsoever reason, shall not affect any of their rights which vested prior to such termination.

6 RENTAL

- 6.1 The Lessee shall pay to the Lessor a monthly rental (exclusive of VAT) of **R 100 000 (one hundred thousand rand) per month**, subject to agreed escalation over the period of the lease or the extended term.
- 6.2 The monthly rental shall escalate on the anniversary of the Commencement Date as per clause 2.1.5.
- 6.3 The Lessor shall issue the Lessee with a tax invoice in respect of the rental amount and the Lessee shall pay the rental amount monthly in advance on or before the 7th day of each calendar month.
- 6.4 If this Lease is terminated for any reason whatsoever, the Lessee shall pay to the Lessor the rental pro-rated in respect of the days that the Lessee remains in occupation of the Premises.

7 ADDITIONAL CHARGES

- 7.1 The Lessee shall be responsible for the costs of all utilities, electricity and all water consumed by the Lessee on the Premises (if any). The Lessee shall make all arrangements for the procurement of water, electricity and all other utilities on the Premises without recourse to the Lessor and the Lessee shall not be entitled to use any water, electricity or utilities of the Property without having concluded a separate use agreement in writing with the Lessor.
- 7.2 If these costs (or any part thereof) are not paid within 30 (thirty) days of the Lessee receiving the relevant copy of the statement from the supplier, the outstanding amount shall bear interest at the Prime Rate calculated on and with effect from the date on which the Lessee received the relevant copy of the statement

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of the third-party supplier up to and including the date of actual payment thereof and it shall constitute a material breach of the provisions of this Agreement

8 USE OF PREMISES

- 8.1 The Lessee, its agents, contractors, directors, employees, guests, invitees, officials, workers, or its assigns, shall utilise the Premises for the purpose of constructing and operating a Solar PV Facility thereon and undertaking the Project(s) on the terms and conditions of this Agreement ("Permitted Use") and shall not use it for any other purpose without the Lessor's prior written consent.
- 8.2 The Lessee shall obtain and maintain at its cost all Necessary Consents, as may be applicable, and other approvals required for the carrying on of the Permitted Use of the Premises.
- 8.3 The Lessee shall at its cost:
 - 8.3.1 build and maintain a game fence around the Premises prior to construction;
 - 8.3.2 ensure that all entrance gates to the Premises will be closed after use;
 - 8.3.3 construct and maintain such new roads, and any appurtenances for the roads such as fences and gates, as it may require for the Projects;
 - 8.3.4 be entitled to use existing boreholes on the Premises, or with the written consent of the Lessor to use existing boreholes elsewhere on the Premises owned by the Lessor, alternatively (and only if necessary) to drill, construct and maintain boreholes on the Premises with the written consent of the Lessor, which shall not be unreasonably withheld, and subject to the applicable authorisations in respect of the Necessary Consents to supply water to the Premises. The Lessee shall be entitled to lay pipelines over the Property and install water storage tanks on the Premises within the parameters of the Water Use License Property for the purpose of transmitting water to and across the Premises for the Project, provided that nothing herein shall oblige the Lessor to provide water to the Lessee;

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- 8.3.5 The Lessee shall use a maximum of 24 668 m³ (twenty-four thousand six hundred and sixty-eight cubic metres) of water on the Property per year. The Lessee shall install water meters to measure and record the volume of water used on the Property. If the Lessee uses water in excess of the monthly maximum limit (being the annual maximum limit divided by 12), the Lessee shall compensate the Lessor the cost of the excess water used or, alternatively, the Lessee shall be required to transport water to the Property to cater for its additional water needs. The actual volume of the usage of the water should be communicated to the Lessor on a quarterly basis during the lease period.
- 8.4 The Lessee shall not use the Premises for the Project until such time as all Necessary Consents and any other necessary authorisations, licences, permits and/or approvals, as appropriate and relevant,) have been obtained. The Lessor hereby grants to the Lessee a power of attorney to enable it to make submissions and application at any time during the term of this Agreement, and at the cost of the Lessee on the Lessor's behalf, for the Necessary Consents or any authorisations, licenses, permits, approvals and/or rezoning which may be necessary in respect of the Premises under the provisions of any law to enable the Project to be legally conducted upon the Premises. In addition to granting this power of attorney, the Lessor undertakes to sign any and all documents required by any authority under the provisions of any law, before the required authority, for the Necessary Consents or any other license, permit, approval or can be granted in respect of the Premises.
- 8.5 The Lessor shall at its cost construct and maintain the following on the Premises prior to construction on the premises, as indicated in Appendix 2:
- 8.5.1 An electric fence surrounding the Premises;
 - 8.5.2 A gravel barrier wall; and
 - 8.5.3 A new gravel road for the Lessor.

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- 8.5.4 The construction and maintenance of the electric fence, gravel barrier wall, and gravel road shall align with the property boundaries, as determined by a surveyor's assessment.
- 8.5.5 The Lessor shall consult with the Lessee to obtain their buy-in and approval for the layout and design of the gravel road.
- 8.6 The relocation of game from the Premises, prior to any construction on the premises shall be the responsibility of the Lessor.
 - 8.6.1 The Lessee acknowledges that the relocation of game may be impacted by the breeding and hunting seasons and agrees to align with the Lessor on the timing of the construction of the electric fence to ensure minimal disruption to the Lessor's operations and obligations related to the relocation of game.
 - 8.6.2 The Parties shall engage in good faith to mutually agree on the timing of the construction of the electric fence and the relocation of game to ensure alignment with the hunting season.

9 ACCESSION

- 9.1 All equipment and/or other installations, whether for Studies or in respect of a Project, brought onto the Premises by the Lessee is intended to remain on the Premises only for so long as the Agreement is in force and shall not accede to the Premises. Such equipment and/or other installations shall, notwithstanding that it may be fixed upon the Premises in a manner which might, had it not been for this clause 9, be regarded as a permanent fixture, at all times be regarded as movable. Ownership of such equipment and/or installations shall at all times remain vested in the Lessee, and the Lessor shall advise any relevant interested party of such. All of these movable assets shall not be subject to the Lessor's tacit hypothec. Instead, the Lessee shall provide a deposit equivalent to two months' rental, which shall serve as security for any amounts due and payable under this Agreement. The deposit shall be held by the Lessor in a separate interest-bearing account. Any interest accrued thereon shall be allocated as follows: first, an administration fee of 20% shall be deducted by the Lessor to cover the costs associated with managing and maintaining the deposit. Thereafter, the

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remaining interest shall be apportioned equally, on a fifty percent basis, between the Lessor and the Lessee. The deposit shall be refunded to the Lessee upon termination of this Agreement, provided no amounts remain outstanding.

10 COMPLIANCE

The Lessee shall materially comply with all laws, bylaws, ordinances, proclamations or statutory regulations or any condition of any Necessary Consent or other licence or permit relating to or affecting the occupation and use of the Premises by the Lessee.

11 SUBDIVISION AND ALIENATION OF THE PREMISES

- 11.1 It is recorded that the Lessee shall, at its cost, submit an application to the Department of Agriculture, Land Reform and Rural Development for the subdivision of the Property in order that the Premises will form a separate portion of the Property which is capable of being transferred.
- 11.2 The Lessor shall provide all required powers of attorney and every reasonable assistance required for the submission and to obtain approval of the subdivision application.
- 11.3 If the subdivision application is approved by the Department of Agriculture, Land Reform and Rural Development, the Parties shall, at the option of the Lessee, which option shall be exercised in writing within 5 (five) years from the date of Commencement Date, agree to enter into negotiations and finalise such negotiations for the sale and transfer of the Premises to the Lessee for a purchase price of **R10 165 500.00 (ten million, one hundred and sixty-five thousand five hundred rand)** or any other such figure as may be applicable subsequent to the application of the agreed annual escalations at the rate of CPI , as defined in Clause 2.1.1.
- 11.4 The Lessee shall not be entitled to sublet the Premises (or any portion thereof) to any third party without the consent of the Lessor, which consent shall not unreasonably be withheld.

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- 11.5 The Lessee shall at any time be entitled with the written consent of the Lessor, which consent will not be unreasonably withheld:
- 11.5.1 to cede all or any of its rights (whether as security or otherwise), and/or delegate all or any of its obligations in terms of this Agreement, to any third party; and/or
 - 11.5.2 to register, or procure the registration of, a mortgage bond and/or other security against this Agreement in favour of any third party;

provided that written notification of such cession and/or delegation, or registration of a mortgage bond or other security is provided to the Lessor.

- 11.6 Once consent has been given by the Lessor, the Lessor shall sign all such documents as may be necessary and/or required in order to effect any such cession and/or delegation, or any such registration of a mortgage bond and/or other security against this Agreement (including the perfection, or enforcement of any right under, such mortgage bond or other security), and hereby irrevocably authorises the Lessee to sign any such documents on behalf of the Lessor.

12 MAINTENANCE AND REPAIR OF THE PREMISES

- 12.1 The Lessee shall be responsible for the maintenance and repair of the Premises.
- 12.2 The Lessee shall be responsible for the rehabilitation of the Premises after occupation of such in terms of this Agreement, and shall, as reasonably practicable, return the Premises to the Lessor in substantially the same condition, as to that in which it was found by the Lessee.
- 12.3 In the event that the Lessee fails to comply, or at the very least be in the process of complying, with its obligations in terms of this clause 12 within a period of 20 (twenty) Business Days after notice thereof by the Lessor, the Lessor may carry out such maintenance and repairs to the Premises and the Lessee shall be liable to reimburse the Lessor for all costs thereof.
- 12.4 If the Lessee does not exercise its option to purchase the Premises in accordance with Clause 11 within 5 (five) years from the Commencement Date and elects to continue with the

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Lease, it shall, within 30 (thirty) days after expiry of that period, provide the Lessor with a rehabilitation guarantee.

- 12.5 If the Lessee commences construction before exercising its option to purchase, it shall provide a provisional rehabilitation guarantee no later than 10 (ten) Business Days prior to the commencement of construction.
- 12.6 The provisional guarantee shall comply with clause 12.7 and shall either be replaced or lapse depending on whether the purchase option is exercised within the 5 (five) year period.
- 12.7 The guarantee value shall be determined by an external specialist appointed by agreement between the Parties, at the Lessee's cost. It shall reflect the estimated cost of dismantling and rehabilitating the Solar PV Facility constructed or installed at the relevant time. The initial bond shall be based on the scope of works at the start of construction and updated annually to reflect infrastructure completed in the prior year. The value shall remain proportionate to the estimated rehabilitation obligations, and the guarantee shall be in a form acceptable to the Lessor.
- 12.8 If the Lessee exercises its purchase option, any rehabilitation guarantee in place shall lapse and be returned or cancelled upon the transfer of the property to the Lessee. If the Lessee does not exercise the purchase option, the guarantee shall remain in place until rehabilitation is complete. The value shall be reduced annually based on certified rehabilitation works completed in the preceding year, as determined by the appointed specialist, until all obligations have been fulfilled.
- 12.9 Rehabilitation shall be deemed complete once certified by the appointed specialist in accordance with the Environmental Management Programme (EMPr)..

13 LESSOR'S FURTHER OBLIGATIONS

- 13.1 The Lessor (and/or its duly authorised representative(s) or agents) shall not without the prior written consent of the Lessee:
- 13.1.1 build, install, erect or alter any improvements on the Premises which may affect the undisturbed development, construction and/or operation of a Solar PV Facility;

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- 13.1.2 obstruct, interfere or otherwise hinder the conduct of the Project;
- 13.1.3 agree or grant any right or entitlement in or to the Premises to any third party where such third party's activities may potentially be in conflict with the rights granted to the Lessee in terms of this Agreement.
- 13.2 The Lessor shall provide all such reasonable assistance to allow such work as may be reasonably required by the Lessee, in order for the Lessee to utilise the Premises for the purpose stated in clause 8.
- 13.3 The Lessor shall pay and continue to pay all property rates and taxes relating to the Property (subject to clause 7) as and when they become due. To the extent that, as a result of the installation of a Solar PV Facility, the local authority levies additional rates and taxes on the Property, the Lessor shall be liable for the amount of rates prior to the increase and the Lessee shall be liable to increase the rent to make up the difference.
- 13.4 The Lessor shall provide the Lessee with any keys necessary to give access to or within the Premises, and the Lessee agrees to close and/or lock any gates or doors that the Lessee opens in exercising its rights under this Agreement.
- 13.5 The Lessor shall not unreasonably object to any planning application or procedure made or initiated by the Lessee in respect of any use or development of the Premises as contemplated in this Agreement for the purpose of the Project.
- 13.6 The Lessor may gain access to the Premises at any time after consulting with the Lessee in order to inspect the Premises and to enforce the provisions of this Agreement. The Lessor shall endeavour to only access the Premises after consulting with the Lessee and such access shall be subject to the Lessor's compliance with the health and safety rules and regulations prescribed in terms of the Occupational Health and Safety Act 85 of 1993.

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14 LESSOR'S WARRANTIES AND REPRESENTATIONS

The Lessor hereby warrants and represents to and in favour of the Lessee, as at the Date of Signature, that:

- 14.1 the Lessor is duly authorised and empowered to enter into this Agreement;
- 14.2 to the best of its knowledge, and subject to the Necessary Consents, no fact or circumstance exists which may have the effect that the terms of this Agreement are not capable of being fully enforced or that the rights set out in this Agreement are not capable of being exercised by the Parties;
- 14.3 there are no options or encumbrances in favour of any person in respect of the Premises, including (but not limited to) options or encumbrances which may prevent the Lessee from utilising the Premises in accordance with this Agreement or which may otherwise limit the rights of the Lessee in terms of this Agreement, other than those registered against the Property and reflected in the title deed of the Property as at the Date of Signature (to the extent applicable);
- 14.4 to the best of its knowledge, there are no pending actions, suits, claim, disputes or other proceedings affecting the Premises or any part of it;
- 14.5 the Lessor will not be in breach of any other agreement or obligation as a result of the entering into and carrying out of its obligations in terms of this Agreement;
- 14.6 no claims have been made against the Lessor and/or in respect of the Property in terms of the Restitution of Land Rights Act, 1994;
- 14.7 there are no existing informal rights to the Property as provided for in the Interim Protection of Informal Land Rights Act, 1996;
- 14.8 the Property is zoned for agriculture;
- 14.9 there are no claims for expropriation of the Property;
- 14.10 there are no squatters on the Property;

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- 14.11 there are no claims or potential claims against the Lessor in respect of the Property in terms of National Environmental Management Act, 1998;
- 14.12 there is no resident on the Property who was a labourer lessee on 2 June 1995;
- 14.13 there have not been any finds of archaeological nature on the Property;
- 14.14 there are no proceedings pending in any court as contemplated in the Land Reform (Labour Lessees) Act, 1996; and

15 RELATIONSHIP OF PARTIES

The Parties are independent of one another and nothing in this Agreement should be construed as constituting a joint venture or partnership between them.

16 LIMITATION OF LIABILITY

- 16.1 Neither Party (the "**Defaulting Party**") shall be responsible for any loss, damage or injury which the other Party (the "**Aggrieved Party**"), its employees, agents, customers or invitees may directly or indirectly suffer (save for where such loss, damage or injury is caused through a breach of contract, or a wrongful or negligent act or omission of the Defaulting Party, the Defaulting Party's employees, agents or sub-contractors) by reason of any cause either wholly or partly beyond the defaulting Party's control.
- 16.2 Notwithstanding anything to the contrary contained in this Agreement, but save for such provisions of this Agreement which specifically provide for the payment of such losses and/or damages, neither Party shall be liable to the other Party under any circumstances for any indirect or consequential losses and/or damages of whatsoever nature and howsoever arising out of or in connection with this Agreement including, without limitation, such damages arising out of the negligence of either Party or its employees.
- 16.3 No limitation of liability shall apply to any of the Lessee's obligations in terms of legislation, the Necessary Consents or any other licence or application made in order to facilitate the Project or any obligation that rests upon the Lessee to

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rehabilitate the Premises at any time during the subsistence of the Agreement or after the termination of the Agreement.

17 BREACH OF AGREEMENT

- 17.1 Should the Lessee:
 - 17.1.1 fail to pay any amount due by it in terms of this Agreement on due date and fail to remedy such breach within a period of 10 (ten) Business Day after the giving of written notice to that effect by the Lessor; or
 - 17.1.2 commit any other material breach of any provision of this Agreement and fail to remedy that breach within 60 (sixty) Business Day after the giving of written notice to that effect by the Lessor, then, without prejudice to any other rights that the Lessor may have under this Agreement or by law, the Lessor may by written notice to the Lessee either:
 - 17.1.3 cancel this Agreement, provided that the Lessor may only cancel this Agreement if the breach is material; or
 - 17.1.4 obtain an order against the Lessee for specific performance.
- 17.2 The Parties' remedies in terms of this clause 17 are without prejudice to any other remedies to which the Parties may be entitled in law.

18 HOLDING OVER

- 18.1 Should the Lessee at any time dispute the Lessor's right to cancel this Agreement and remain in occupation of the Premises pending the determination of such dispute, then:
 - 18.1.1 the Lessee shall continue to pay all amounts due to the Lessor in terms of this Agreement on the due dates of same;
 - 18.1.2 the Lessor shall be entitled to recover and accept those payments;
 - 18.1.3 the acceptance by the Lessor of those payments shall be without prejudice to and shall not in any manner whatsoever affect the Lessor's claim to cancellation of this Agreement or for damages.

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18.2 Should the dispute between the Lessor and the Lessee be determined in favour of the Lessor in terms of this clause 18, any amounts paid by the Lessee shall be regarded as amounts paid on account of the loss and/or damages sustained by the Lessor as a result of the holding over by the Lessee of the Premises.

19 DAMAGE AND DESTRUCTION OF PREMISES

- 19.1 If the Premises are totally or substantially destroyed or rendered untenantable (the date of such occurrence being hereinafter referred to as the "**Destruction Date**"), this Agreement shall not be cancelled and the Parties shall have the right, within 15 (fifteen) Business Days after the Destruction Date, to elect whether to terminate it or to continue it.
- 19.2 If either of the Parties elects to terminate this Agreement, or makes no election within the aforesaid period, this Agreement shall be deemed to have terminated on the Destruction Date. If this Agreement is terminated, then either Party may retain the other's performance to the extent performance has taken place; and if a Party elects or is required to retain the other's performance the Parties shall make such financial adjustment between them as may be equitable.
- 19.3 If the Premises are damaged but, nevertheless, still tenantable, this Agreement shall not terminate, but the Lessee shall be entitled to a reasonable remission of rental for the period and proportionate to the extent to which the Lessee is deprived of occupation of the Premises, and the Lessor shall reinstate the Premises within 30 Business Days of the date the damage occurred, provided that such damage is not due to Natural Disasters.
- 19.4 Should any dispute arise between the Lessor and the Lessee with regard to remission of Rental (as contemplated in clause 6.4) to which the Lessee is entitled in terms of 19.3, such dispute shall be settled by a sworn valuer nominated jointly by the Lessor and the Lessee and, in the event of their being unable or unwilling to agree thereon within 5 (five) Business Days of the date the dispute arose, by an in-depth expert appointed by the person or president of Legal Practice Council (LPC or its successor at the request of either Party. The said

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expert shall make his determination within 10 (ten) Business Days of his appointment.

19.5 In the event of the Lessee disputing its obligations to make payment of Rental (as contemplated in clause 6) following any damage to or destruction of the Premises, the Lessee shall, pending the decision of the sworn valuer, continue to pay on due date all Rental and other amounts due by the Lessee in terms of this Agreement to the Lessor and, in the event of the determination reducing the amount which should have been paid by the Lessee, or deciding that none was payable during any period, any excess paid shall be immediately refunded by the Lessor to the Lessee.

20 RIGHT OF FIRST REFUSAL

20.1 In the event of the Lessor negotiating with a third party or receiving an offer for the sale of the Property or wishing to alienate the Property in any manner ("the intended sale"), prior to the acceptance of any offer -

20.1.1 it shall give the Lessee written notice of the intended sale or alienation, in which notice shall be stated all the terms and conditions of the intended sale, including the party to whom the Lessor intends to sell the Property and to which notice shall be attached any written offer to purchase, agreement, heads of agreement, letter of intent, memorandum of understanding or any similar document regarding the intended sale;

20.1.2 the notice contemplated in clause 20.1.1 shall be regarded as an offer by the Lessor to the Lessee to enter into the intended sale with the Lessor, which offer shall be irrevocable and open for acceptance by the Lessee for 30 (thirty) days after receipt of the offer by the Lessee;

20.1.3 the Lessee shall be entitled in writing to request reasonable and relevant further particulars regarding the offer, where "relevant" shall mean any information necessary for the Lessee to assess the financial, legal, commercial, or operational impact of the offer in order to enable it to make a decision on whether to exercise its rights in terms of this clause 20 in which event the further particulars so obtained shall be deemed to form part of the offer in terms of clause 20.1.1 and the period of 30 days contemplated in said clause shall be extended by the number

- of days from the submission of the request for particulars until receipt thereof;
- 20.1.4 in the event of the Lessee accepting the offer within the period set out in clause 20.1.2 (as may have been extended in terms of clause 20.1.3) the Property shall be sold to the Lessee on the terms and conditions contained in the offer contemplated in this clause (as may have been amplified in terms of clause 20.1.3);
- 20.1.5 in the event of the Lessee not accepting the offer within the period set out in clause 20.1.2 (as may be extended in terms of clause 20.1.3) the Lessor shall be entitled to enter into the intended sale with the third party; provided that the terms and conditions of such agreement shall not be more favourable to the third party than those contained in the notice contemplated in clause 20.1.1 (as amplified in terms of clause 20.1.2) and that the intended sale is entered into by the signing of definitive agreements no later than 14 (fourteen) days after the expiry of the period referred to in clause 20.1.2 or any extension thereof as set out above;
- 20.1.6 in the event of the Lessee not accepting the offer within the period set out in clause 20.1.2 (as may be extended in terms of clause 20.1.3) and the intended sale not being concluded in terms of clause 20.1.5, the initial offer by the third party for the intended sale shall be deemed to have terminated and the Lessor shall be obliged once again to follow the process set out in this clause 20.1.1 if it wishes to sell the Property to the third party or another person;
- 20.1.7 In the case of an intended alienation other than by sale, the Lessor shall provide the Lessee with a sworn valuation of the Property which valuation shall be regarded as an offer by the Lessor to the Lessee to acquire the Property at the valuation price, in accordance with 20.1.2, and otherwise on terms and conditions acceptable to the Lessor.
- 20.1.8 Notwithstanding the above, the above right of first refusal shall not apply in instances where the Lessor intends to alienate the Property to a spouse, sibling, child, grandchild or a trust or legal entity which has as one of its beneficiaries or shareholders, the

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Lessor, and / or all or some of the Lessor's aforementioned family members.

21 LEASEHOLD FINANCING

21.2.1 Mortgage by Lessee

The Lessee may, from time to time, grant a first ranking mortgage over this Lease Agreement (and all of the Lessee's rights under it) and mortgage, pledge or alienate any part of the Facility to the extent permitted by law. The holder of any rights obtained from the Lessee by reason of a first ranking mortgage over this Lease Agreement is hereinafter referred to as a Leasehold Mortgagee. A Leasehold Mortgagee or its assigns may enforce such mortgage and acquire title to the Lessee's rights under this Lease Agreement in any lawful way and, pending foreclosure of such mortgage, the Lessor agrees that the Leasehold Mortgagee may (to the extent that it is permitted to do so by agreement between the Lessee and the Leasehold Mortgagor) take possession of and operate the Premises, performing all obligations performable by the Lessee.

21.2.1 Rights of Leasehold Mortgagees:

21.2.1 The right of a Leasehold Mortgagee to receive notices and to cure the Lessee's defaults pursuant to the provisions of this clause 21 shall be available only to those Leasehold Mortgagees which shall have notified the Lessor in writing of their name and address, or whose rights are recorded in the relevant deeds registry. When giving notice to the Lessee of the Lessee's default under this Lease Agreement, the Lessor shall also serve a copy of such notice upon each Leasehold Mortgagee. No such notice shall be effective against the Lessee or a Leasehold Mortgagee unless and until served on such Leasehold Mortgagee. If the Lessee shall continue with default in the performance of any of its obligations under this Lease Agreement, then the Lessor shall give each Leasehold Mortgagee a second written notice of such default and each Leasehold Mortgagee shall have the right, within 60 (sixty) days after the expiration of the cure period

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which this Lease Agreement provides to the Lessee for curing such default, to cure such default and the Lessor shall accept such performance as though the same had been done or performed by the Lessee.

21.2.2 In the case of a default by the Lessee in the payment of money, the Lessor shall take no action to terminate this Lease Agreement unless such default shall have continued beyond the cure period which this Lease Agreement provides to the Lessee for curing such default, and then only after the Lessor shall have given each Leasehold Mortgagee a second written notice of such default and an additional 60 (sixty) days, in addition to and after the expiration of the Lessee's cure period, within which to cure such default.

21.2.3 In the case of a default by the Lessee (other than relating to the payment of money), the Lessor shall take no action to terminate this Lease Agreement unless such default shall have continued beyond the cure period which this Lease Agreement provides to the Lessee for curing such default, and then only after the Lessor shall have given each Leasehold Mortgagee a second written notice of such default and an additional 60 (sixty) days, in addition to and after the expiration of the Lessee's cure period, within which to elect:

21.2.3.1 to commence and diligently proceed to cure such default, if such default can be cured by the Leasehold Mortgagee without obtaining possession of the Premises; or

21.2.3.2 to commence and diligently proceed to obtain possession of the Premises (including possession by a trustee, liquidator or curator, as the case may be) in order to cure such default, in the case of a default which can be cured only after the Leasehold Mortgagee has obtained possession of the Premises; or

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21.2.3.3 to institute and diligently pursue foreclosure proceedings against the Lessee or otherwise proceed to acquire the Lessee's interest under this Lease Agreement. A Leasehold Mortgagee shall be entitled, but not obliged, to continue such possession or continue such foreclosure proceedings if the default which prompted the service of such notice shall have been cured,

in each of which events the Leasehold Mortgagee shall have such period of time as is reasonably necessary, but in any event no less than 60 (sixty) days, after the exercise of its election in terms of this clause within which to remedy the default provided that, in the case of 21.2.3 above, the remedy period shall only commence on the date upon which the Leasehold Mortgagee obtains possession of the Premises.

21.2.4 If this Lease Agreement is terminated by the Lessor on account of any default, or terminates for any other reason, then the Lessor shall give prompt written notice thereof to each Leasehold Mortgagee. Each Leasehold Mortgagee, within 60 (sixty) days after receipt of written notice from the Lessor, shall have the right to elect to enter into a new lease of the Premises as described below. Within 30 (thirty) days after receiving a Leasehold Mortgagee's written request therefor, the Lessor shall execute and deliver a new lease of the Premises to such Leasehold Mortgagee or its nominee or to the purchaser, assignee or transferee, as the case may be, for the remainder of the Term of this Lease Agreement, containing the same covenants, agreements, terms, provisions and limitations as are contained in this Lease Agreement, provided that the Leasehold Mortgagee shall pay to the Lessor, simultaneously with the delivery of such new lease, all unpaid rental due under this Lease Agreement up to and including the date of the

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commencement of the term of such new lease and all expenses, including reasonable attorneys' fees, disbursements and court costs, incurred by the Lessor in connection with the Lessee's default, the termination of this Lease Agreement and the preparation of the new lease. After execution of the new lease, the Leasehold Mortgagee shall commence and diligently proceed to cure all defaults which reasonably can be cured by the Leasehold Mortgagee. Upon execution of such new lease, at the election of the new lessee, the new lease may be notarially re-executed (to the extent necessary) and registered as a notarial lease against the title deeds of the Property at the applicable deeds office.

- 21.2.5 As long as there is a Leasehold Mortgage, neither the bankruptcy, nor the insolvency of the Lessee shall operate to terminate, nor permit the Lessor to terminate, this Lease Agreement as long as all rent and other charges payable by the Lessee continue to be paid in accordance with the terms of this Lease Agreement.
- 21.2.6 The time available to a Leasehold Mortgagee to initiate foreclosure proceedings as aforesaid shall be extended by the number of days of delay occasioned by judicial restriction against such initiation or occasioned by other circumstances beyond such Leasehold Mortgagee's reasonable control.
- 21.2.7 During the period that a Leasehold Mortgagee shall be in possession of the Premises and/or during the pending of any foreclosure proceedings instituted by a Leasehold Mortgagee against the Lessee, the Leasehold Mortgagee shall pay or cause to be paid all rent and other charges payable by the Lessee which have accrued during said period and are unpaid. Following the acquisition of the Lessee's leasehold rights by the Leasehold Mortgagee or its appointee, either as a result of foreclosure or

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acceptance of an assignment in lieu of foreclosure, the Leasehold Mortgagee or party acquiring title to the Lessee's leasehold rights shall commence performing all of the Lessee's obligations under this Lease Agreement thereafter arising, whereon the Lessor's right to terminate this Lease Agreement based upon the default in question shall be deemed waived.

- 21.2.8 If two or more Leasehold Mortgagees exercise their rights hereunder and there is a conflict which renders it impossible to comply with all such requests, then the Leasehold Mortgagee whose Leasehold Mortgage would be senior in priority if there were a foreclosure shall prevail. If any Leasehold Mortgagee pays any rental or other sums due hereunder which relate to periods other than during its actual ownership of the leasehold rights, such Leasehold Mortgagee shall be subrogated to any and all rights which may be asserted against the Lessor with respect to such period of time.
- 21.2.9 Upon the reasonable request of any Leasehold Mortgagee (or financier who contemplates becoming a Leasehold Mortgagee), the Lessor and the Lessee shall amend this Lease to include any provision reasonably requested by such Leasehold Mortgagee to implement the protective provisions contained in this Lease for the benefit of such Leasehold Mortgagee or to allow such Leasehold Mortgagee reasonable means to better protect or preserve its rights under its Leasehold Mortgage on the occurrence of a default under this Lease Agreement (for example, through the entering into of a direct agreement); provided, however, that the Lessor shall not be required to amend this Lease Agreement in any way which would affect the term or rental hereunder or otherwise in any respect adversely affect any material rights of the Lessor under this Lease Agreement.

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21.2.10 The Lessee and Lessor undertake to negotiate in good faith and if acceptable to enter into a Lender's Direct Agreement, if so requested by the Leasehold Mortgagee, on terms and conditions acceptable to the financiers to the Lessee's Project and the parties acting reasonably, with the entity that acts as facility agent of those financiers who are Leasehold Mortgagees. To the extent that the Lessee waives its right to acquire the Premises in terms of clause 20 hereof, the Lessor shall ensure that the third party which does acquire the Premises is aware of the provisions of the Lender's Direct Agreement and that the prospective transferee of the Premises agrees to be bound by the terms of this Lease Agreement or has entered into a Lenders Direct Agreement as contemplated above.

21.2.11 The provisions of this Agreement are stipulated as provisions for the benefit of any Leasehold Mortgagee and the facility agent as contemplated in clause 21.2.10 each of whom may, at any stage, accept such stipulated benefits by giving notice of such acceptance to the Parties to this Agreement, in writing.

22 TERMINATION

- 22.1 The Lessee may, up to 12 (twelve) months from the Execution Date, terminate this Agreement upon giving 3 months written notice to the Lessor without being required to ascribe any reason/s for such termination, and the Lessor shall be obliged to accept such termination.
- 22.2 Should this Agreement terminate in accordance with this clause 22, the Lessor shall have no claims of whatsoever nature against the Lessee as a result of such termination.
- 22.3 The Parties agree that the termination of this Agreement for whatsoever reason shall not affect any of their rights which vested prior to such termination.

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23 CONFIDENTIALITY

- 23.1 Without the prior written consent of the other Party, each Party will keep confidential and will not disclose to any person:
- 23.1.1 the details of this Agreement, the details of the negotiations leading to this Agreement and the information handed over to such Party during the course of negotiations, as well as the details of the transactions contemplated in this Agreement; and
- 23.1.2 all information relating to the business or the operations and affairs of the Parties,
- (together "Confidential Information").
- 23.2 The Parties agree not to use any of the Confidential Information for any purpose other than as contemplated in this Agreement and to keep all Confidential Information confidential and to disclose it only to their officers, directors, employees, consultants and professional advisers who:
- 23.2.1 have a need to know (and then only to the extent that each such person requires the Confidential Information in order to fulfil his or her functions properly);
- 23.2.2 are aware that the Confidential Information should be kept confidential;
- 23.2.3 are aware of the disclosing Party's undertaking in relation to such information in terms of this Agreement; and
- 23.2.4 have been directed by the disclosing Party to keep the Confidential Information confidential and have undertaken to keep the Confidential Information confidential.
- 23.3 The obligations of the Parties in relation to the maintenance and non-disclosure of Confidential Information in terms of this Agreement do not extend to information that:
- 23.3.1 is disclosed by the Lessee to potential investors in respect of a Project on the Premises;
- 23.3.2 is disclosed to the receiving Party in terms of this Agreement but at the time of such disclosure such information is known to

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- be in the lawful possession or control of that Party and not subject to an obligation of confidentiality;
- 23.3.3 is or becomes public knowledge, otherwise than pursuant to a breach of this Agreement by the Party who received such confidential information;
- 23.3.4 is required to be disclosed by the provisions of any law, statute or regulation, or during any court proceedings.

24 ARBITRATION

- 24.1 Subject to clause [24.224.2](#), in the event of any dispute of any nature whatsoever arising between the Parties in respect of any matter provided for in, or arising out of this Agreement, then that dispute shall be submitted to and decided by arbitration. Any arbitration arising out of this clause 24 shall be referred to the Arbitration Foundation of Southern Africa and shall be conducted in accordance with the standard terms and conditions and summary procedure rules then applicable in that forum, such arbitration to take place at a duly designated location within the province of Gauteng, South Africa.
- 24.2 The provisions of [24.124.1](#) shall not preclude any Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction.

25 ADDRESSES

- 25.1 Each Party chooses the address set out opposite its name below as its address at which all notices, legal processes and other communications must be delivered for the purpose of this Agreement:

<u>Name</u>	<u>Physical Address</u>	<u>Telephone / Email Address</u>
Lessor	6 Essex Place, Irene Farm Villages, Irene, Pretoria	adellevanzyl1@gmail.com

Marked for the attention of: Adelle van Zyl

<u>Name</u>	<u>Physical Address</u>	<u>Telephone / Email Address</u>
Lessee	833 Joan End, Ext 92 Erands Gardens, Midrand 1685.	godfrey@blueskype.co.za 066 305 0524

Marked for the attention of: Lehlohonolo Godfrey Mothobi

- 25.2 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing and it shall only be competent to give that notice by hand delivery or email. .
- 25.3 Either Party may give written notice to the other Party to change its chosen address or e-mail address to another physical address, or e-mail address in South Africa, provided that the change shall become effective on the 10th Business Day after the receipt of the notice by the addressee in respect of that Party's physical address and on the dates set such notice in respect of that Party's e-mail address.
- 25.4 Any notice to a Party contained in the correctly addressed envelope and delivered by hand to a responsible person, being a representative of such Party, during ordinary business hours at its chosen address shall be deemed to have been received. Any notice sent by e-mail to a Party shall be deemed to have been received on the day following transmission of the e-mail.
- 25.5 Notwithstanding anything to the contrary contained in this clause 25, a written notice or communication actually received by a Party shall be an adequate notice or communication to it notwithstanding that it was not sent or delivered as provided for in this clause 25.

26 COSTS AND REGISTRATION

- 26.1 The Lessee shall register this Agreement against the title deed(s) of the Property for the full period while this Agreement remains in force. The Lessor shall co-operate with the Lessee to achieve registration as soon as possible after the Execution Date. For the purpose of registration, the Lessor shall upon request furnish the original title deed(s) of the Property to the Lessor's chosen conveyancers.

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- 26.2 The Lessee shall bear all costs of and incidental to the notarial execution and the registration of this Agreement, including any costs relating to the Necessary Consents.
- 26.3 Upon termination of this Agreement for whatever reason, the Lessee shall also be obliged to pay for the deregistration of the Lease Agreement against the title deed of the Property.

27 MISCELLANEOUS

27.1 Entire Contract

This Agreement contains all the express provisions agreed on by the Parties with regard to the subject matter of the Agreement, and the Parties waive the right to rely on any alleged provision not expressly contained in this Agreement.

27.2 No Stipulation for the benefit of a Third Person

Save as is expressly provided for in this Agreement, no provision of this Agreement constitutes a stipulation for the benefit of a third person (i.e., a stipulatio alteri) which, if accepted by the person, would bind any Party in favour of that person.

27.3 No Representations

A Party may not rely on any representation which allegedly induced that Party to enter into this Agreement, unless the representation is recorded in this Agreement.

27.4 Variation, Cancellation and Waiver

No contract varying, adding to, deleting from or cancelling this Agreement, and no waiver of any right under this Agreement, shall be effective unless reduced to writing and signed by or on behalf of the Parties.

27.5 Indulgences

The grant of any indulgence, extension of time or relaxation of any provision by a Party under this Agreement shall not constitute a waiver of any right by the granter or prevent or adversely affect the exercise by the granter of any existing or future right of the granter.

27.6 Applicable Law

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This Agreement is to be governed, interpreted and implemented in accordance with the laws of the Republic of South Africa.

27.7 Jurisdiction of South African Courts

The Parties consent to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Local Division, Pretoria, for any proceedings arising out of or in connection with this Agreement.

27.8 Costs

- 27.8.1 Each Party shall bear that Party's own legal costs and disbursements of and incidental to the negotiation, preparation, settling, signing and implementation of this Agreement.
- 27.8.2 Any costs, including all legal costs on an attorney and own client basis and VAT, incurred by a Party arising out of or in connection with a breach another Party shall be borne by the Party in breach.

27.9 Independent Advice

Each of the Parties hereby respectively agrees and acknowledges that:

- 27.9.1 it has been free to secure independent legal advice as to the nature and effect of each provision of this Agreement and that it has either taken such independent legal advice or has dispensed with the necessity of doing so; and
- 27.9.2 each provision of this Agreement (and each provision of the Annexes) is fair and reasonable in all the circumstances and is part of the overall intention of the Parties in connection with this Agreement.

27.10 Provisions Severable

Any provision in this Agreement which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this Agreement shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated as having not been written (i.e. pro non scripto) and severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

27.11 Co-operation

AVZ
MolP
LGM

The Parties undertake at all times to do all such things, to perform all such acts and to take all such steps and to procure the doing of all such things, the performance of all such actions and the taking of all such steps as may be open to them and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and import of this Lease.

27.12 Good Faith

The Parties shall at all times act in good faith towards each other and shall not bring the other Party into disrepute.

28 SIGNATURE

- 28.1 This Agreement is signed by the Parties on the dates and at the places indicated below.
- 28.2 This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement as at the date of signature of the Party last signing one of the counterparts.
- 28.3 The persons signing this Agreement in a representative capacity warrant their authority to do so.

SIGNED at on 2025

LIMPOPO LEGACY

Signature

Name of Signatory

Designation of Signatory

AVZ
MnP
LGM

SIGNED at on 2025

LIMPOPO LEGACY

Signature

Name of Signatory

Designation of Signatory

SIGNED at on 2025

For and on behalf of
**GREEN GATE ENERGY PROPRIETARY
LIMITED**

Signature

Name of Signatory

Designation of Signatory

AVZ
MolP
LGM

APPENDIX 1

SUBDIVISIONAL DIAGRAM

SIDES Metres		ANGLES OF DIRECTION	CO-ORDINATES Y System: WG 27° X			S.G. No. Approved for SURVEYOR- GENERAL
		Constants:	± 0,00	+2 600 000,00		
AB	2 076,02	246 27 41	A	-30 227,85	+20 221,73	
BC	1 270,42	329 19 58	B	-32 131,13	+19 392,64	
CD	1 922,20	66 27 43	C	-32 779,11	+20 485,39	
DA	1 298,50	142 34 56	D	-31 016,85	+21 253,04	
		HOUWHOEK (31) Δ	-29 795,35	+15 788,37		
		ROOIBOKBULT (34) Δ	-25 960,35	+29 318,30		
<u>Description of Beacons</u>						
A,B,C,D : 16mm Round Iron Peg						
<p>The figure represents 252,0078 hectares of land being PORTION 4 (a portion of Portion 1) OF THE FARM STEENBOKPAN NO. 295 - LQ</p>						
<p>Lephala Local Municipality Province of Limpopo Surveyed in July 2024 by me</p>						
<p style="text-align: right;"><u>Z.S. MAZIBUKO</u> Professional Land Surveyor Registration Number GPrLS1521</p>						
This diagram is annexed to No. d.d.: i.f.o. Registrar of Deeds		The original diagram is S.G. No. : A4115/1949 Transfer Grant :			File : S.R. : G.P. : Comp. : LQ - 5	

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Appendix 2



- A – B = Electric Fence +- 2,076m.
- B – C = Electric Fence +- 1,271m.
- C – D = Electric Fence +- 1,922m.
- D – A = Electric Fence +- 1,300m.
- A – B = Gravel Barrier Wall +- 3m wide & 3m high. Size TBC.
- D – A = New Gravel Road 8m wide.

Coordinates:

- Place Marker A: **Longitude:** 27°17'46.87"E **Latitude:** 23°40'59.17"S
- Place Marker B: **Longitude:** 27°18'53.98"E **Latitude:** 23°40'32.09"S
- Place Marker C: **Longitude:** 27°19'16.93"E **Latitude:** 23°41'7.56"S
- Place Marker D: **Longitude:** 27°18'14.79"E **Latitude:** 23°41'32.64"S

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LGM