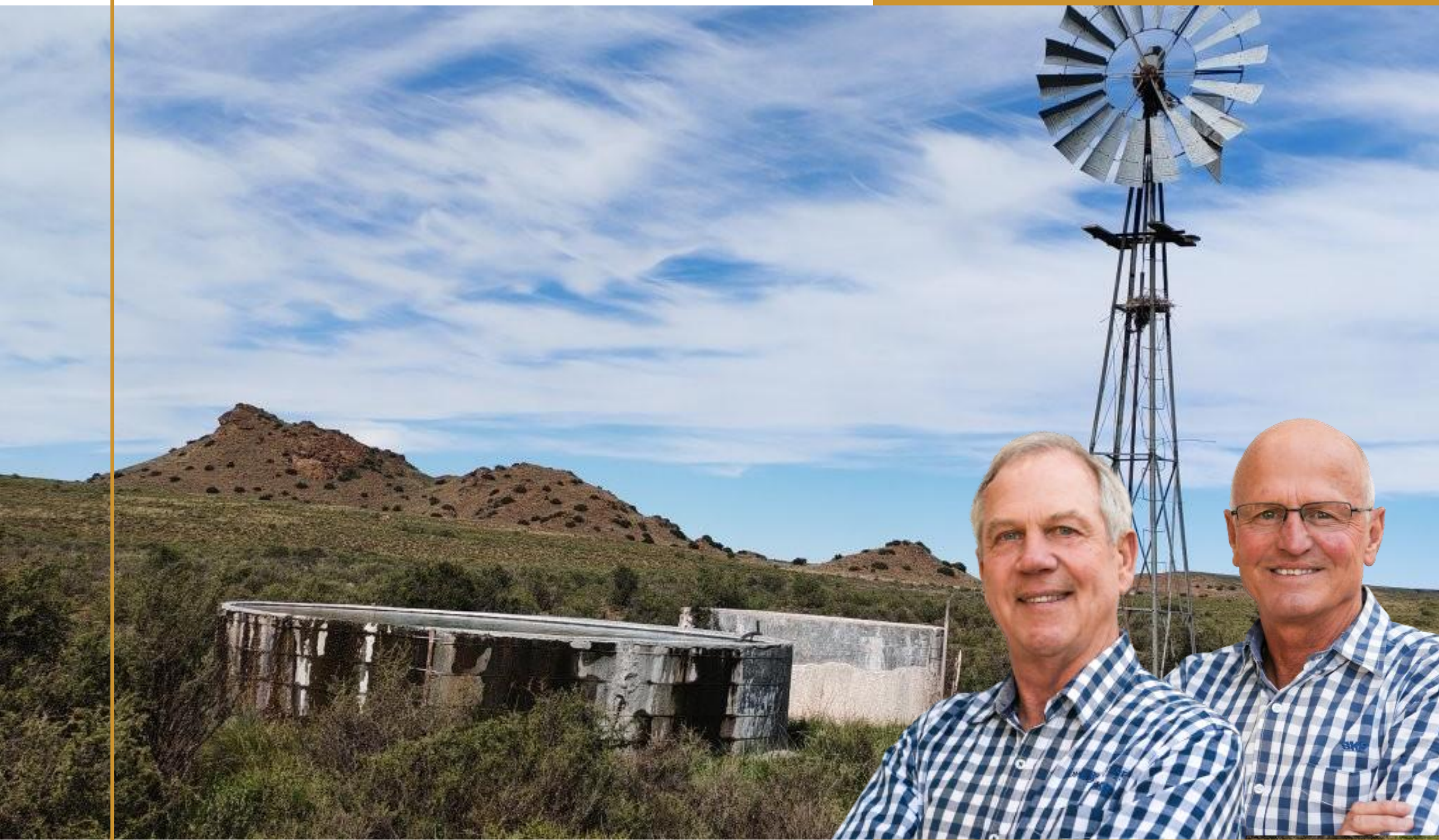
HOME & HECTARE
REAL ESTATE
At Home with Trust.



Upcoming Tender in

Victoria West...

10 June 2026 @ 11H00

WEB REF: RL6035 | POA

WWW.HOMEANDHECTARE.COM

BKB
The Trusted Home of Agriculture
Die Betroubare Tuiste van Landbou

Upcoming Tender in *Victoria West...*

WEB REF: RL6035 | POA

Tender Closes:	Wednesday 10 June 2026 at 11H00
Viewing:	By Appointment
Venue:	BKB GrainCo, Cecilia Square, Paarl
Website:	Click here

Property for Sale in *Victoria West...*

FARM FOR SALE PRIME KAROO INVESTMENT OPPORTUNITY

Soutrivier Farm presents a rare, turnkey investment opportunity combining established agricultural operations with approved large-scale renewable energy development. With secured environmental authorization and full development rights already in place for a wind energy facility, investors can proceed immediately - avoiding the typical delays and regulatory risks associated with new projects.

Agricultural Excellence The farm is ideally suited to Merino sheep farming, producing premium wool and quality meat. Exceptional veld condition, maintained through decades of careful management, supports sustainable stocking rates of 18–24 hectares per Large Stock Unit. Sixteen well-planned camps allow for efficient rotational grazing, maximizing productivity.

Reliable Water & Infrastructure Water security is a key strength of the property:

- 12 boreholes (10 wind-powered, 2 solar-powered)
- 12 dams for water storage and livestock use
- 13 km of Brakrivier frontage, enhancing grazing and ecological diversity
  With average annual rainfall of 250 mm, supplemented by extensive infrastructure, the farm ensures stable water access year-round.

Farm Improvements

- Fully jackal-proof perimeter fencing
- Functional shearing shed and comprehensive livestock handling facilities
- Main residence (requires upgrading)
- Two staff dwellings

Tel : +27 (0)41 581 1744
Email : info@homeandhectare.com
WWW.HOMEANDHECTARE.COM

43B, 6th Avenue Walmer, Port Elizabeth, Eastern Cape, 6001
61 Grahamstown Rd, North End, Port Elizabeth 6001 | PO Box 2002, North End 6056
Company Registration No: 1967/004920/07. Registered with PPRA | Active Trust Account

HOME & HECTARE
REAL ESTATE
At Home with Trust.

Property for Sale in *Victoria West...*

FARM FOR SALE PRIME KAROO INVESTMENT OPPORTUNITY

Strategic Location Located between Victoria West and Loxton, Soutrivier Farm offers the tranquility of Karoo living with access to essential services. The surrounding landscape provides wide-open spaces, natural beauty, and excellent connectivity to regional routes.

Investment Highlights

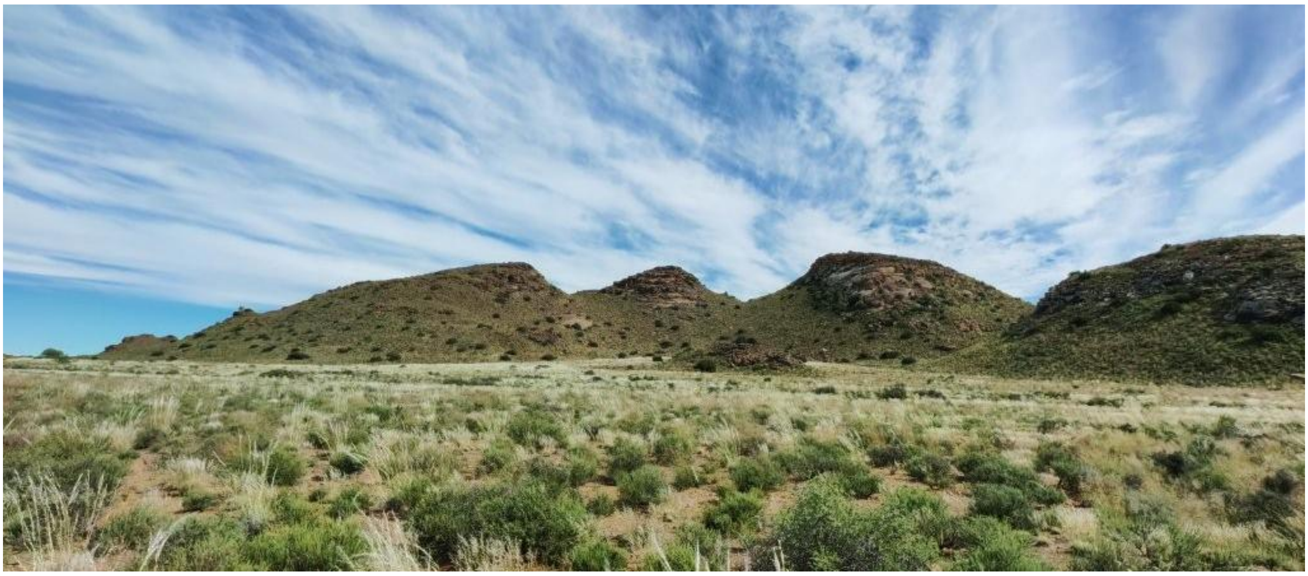
- Approved wind energy development opportunity—ready to proceed
- Established and productive sheep farming operation
- Strong water infrastructure and sustainable resources
- Combination of income generation, development potential, and lifestyle appeal

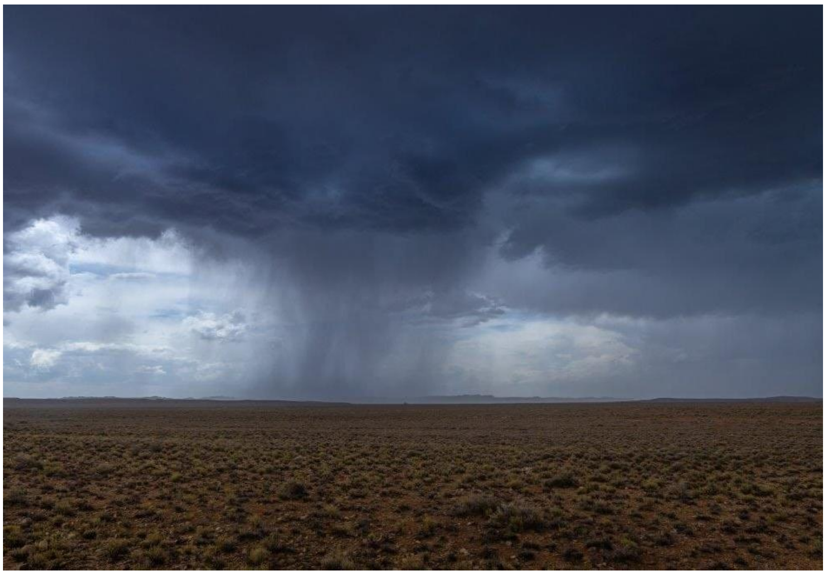
A Unique Dual-Income Opportunity Soutrivier Farm uniquely integrates traditional agriculture with future-focused renewable energy, offering investors diversified income potential within a single asset.

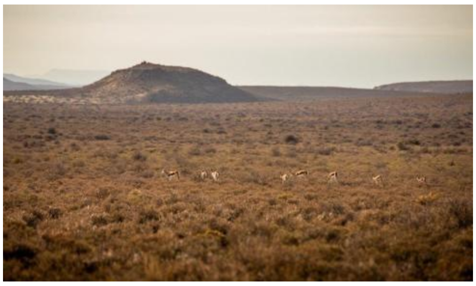
For exclusive viewing arrangements, please contact the listing agent.

Upcoming Tender in
Victoria West

WEB REF: RL6035 | POA







HOME & HECTARE REAL ESTATE
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Upcoming Tender in
Victoria West

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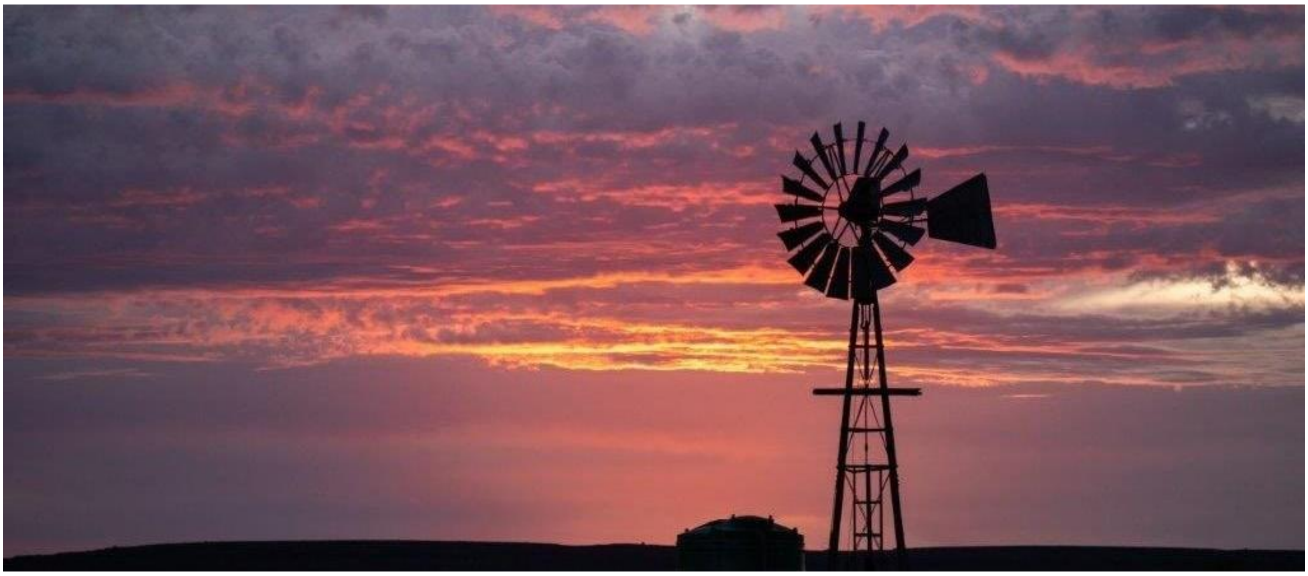

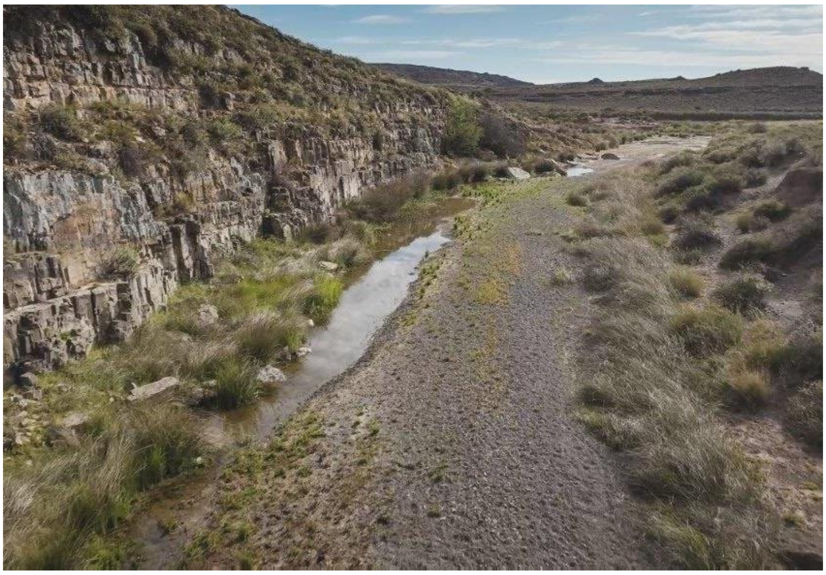

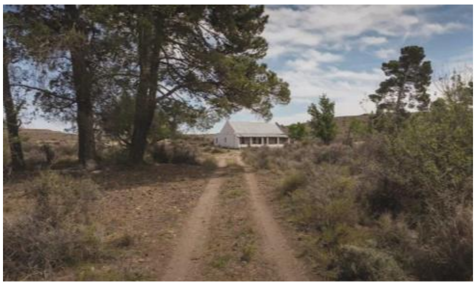

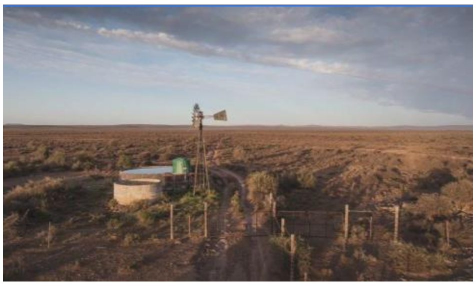

HOME & HECTARE
REAL ESTATE SPECIALISTS

Tel : +27 (0)41 581 1744
Email : info@homeandhectare.com
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MEMBER OF THE BKB GROUP

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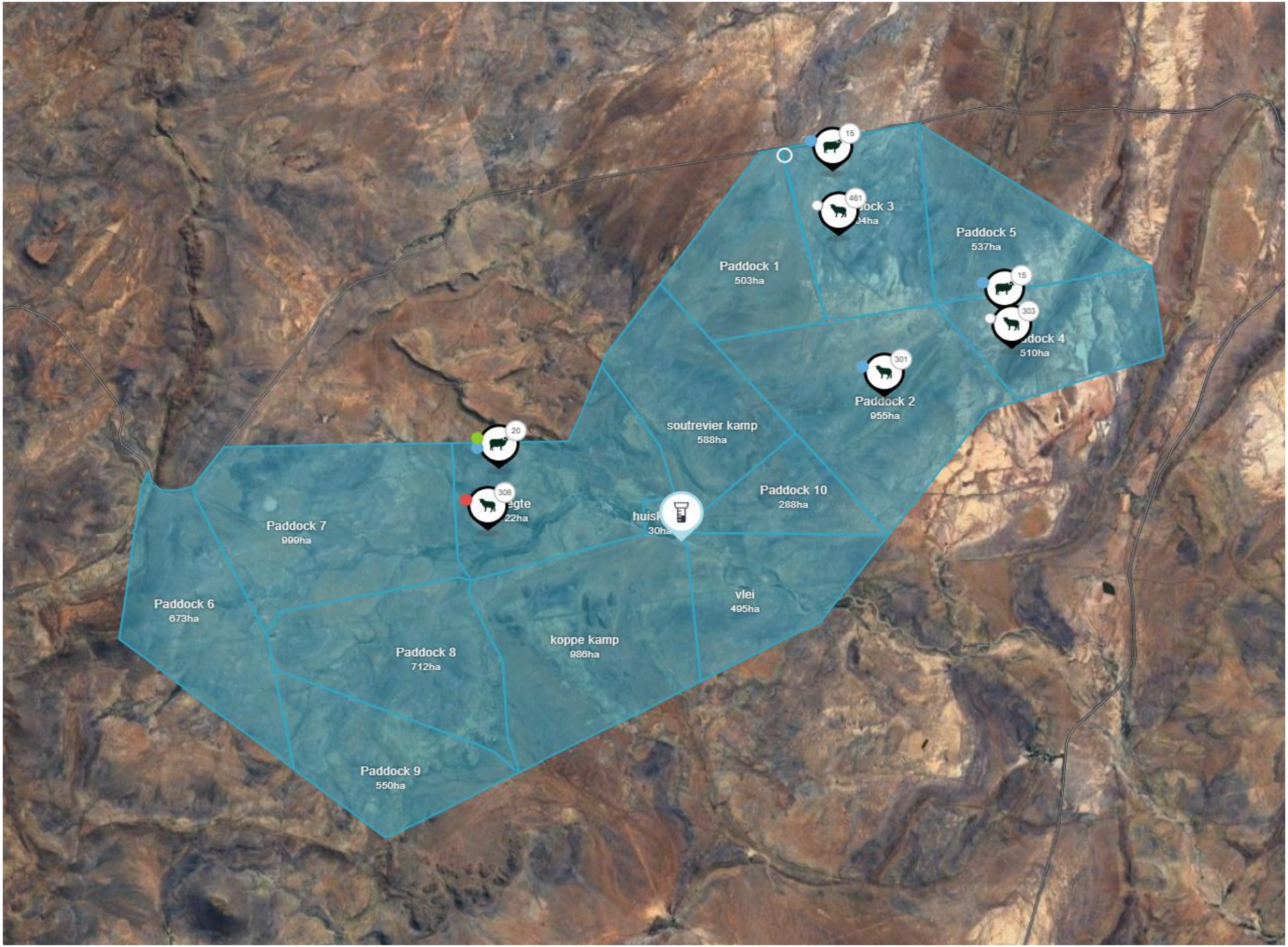

15
461
Paddock 5
537ha
Paddock 1
503ha
15
303
510ha
301
Paddock 2
955ha
20
soutrevier kamp
588ha
306
Paddock 10
288ha
Paddock 7
999ha
30ha
vlei
495ha
Paddock 6
673ha
koppe kamp
986ha
Paddock 8
712ha
Paddock 9
550ha

HOME & HECTARE
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Property Description in *Victoria West...*

WEB REF: RL6035 | POA

Registered Owner/s:	BONNZA BOERDERY EIENDOMS BEPERK
Registration Number:	2001 / 028608 / 07
Title Deed Description:	REMAINDER OF PORTION 3 OF THE FARM MELTON WOLD NO 158, DIVISION VICTORIA WEST, NORTHERN CAPE PROVINCE.
Extent:	9130,1692 HA

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Get in touch...

WEB REF: RL6035 | POA

Appie Maritz

082 825 3895

appie.maritz@homeandhectare.com

Albie Loubser

082 573 9902

albie.loubser@homeandhectare.com

WWW.HOMEANDHECTARE.COM

CONDITIONS OF TENDER AND OF SALE

Conditions upon which:	**HOME AND HECTARE (PTY) LIMITED** **(**Hereinafter referred to as **HOME AND HECTARE)**
duly authorized by:	**BONNZA BOERDERY EIENDOMS BEPERK** **REGISTRATION NUMBER: 2001 / 028608 / 07** (Hereinafter referred to as the **SELLER**)

offers to sell by public tender the following **IMMOVABLE PROPERTY** namely:

PROPERTY: **REMAINDER OF PORTION 3 OF THE FARM MELTON WOLD NO 158, DIVISION VICTORIA WEST, NORTHERN CAPE PROVINCE.**

EXTENT: **9130,1692 HA**

(Hereinafter referred to as the **PROPERTY)**

THE SALE SHALL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. The highest or any tender shall not necessarily be accepted or made known.

2. The sale shall take place in terms of the South African monetary unit.

3. Should the **PROPERTY** be purchased on behalf of a third party without proof of authority being furnished to the satisfaction of **HOME AND HECTARE** immediately, the actual **TENDERER** will be held personally responsible for the fulfilment of the conditions of sale.

4. If the **PURCHASER** signs this tender on behalf of a company/close corporation/trust, the **PURCHASER** hereby guarantees to both the **SELLER** and **HOME AND HECTARE** that the company/close corporation/trust described as **PURCHASER** in terms of these conditions is an existing company/closed corporation/trust registered in terms of the relevant legislation. The **PURCHASER** declares that he/she is authorised to act on behalf of the company/close corporation/trust.

5. If the **PURCHASER** signs this tender as trustee or agent for a company/close corporation to be incorporated, the **PURCHASER** in his personal capacity shall be regarded as **PURCHASER** in terms of this tender unless the said company/close corporation is incorporated and duly adapts and ratifies this offer within 30 (thirty) days from signature hereof by the **SELLER**, in which event the **PURCHASER** by his signature hereto interposes and binds himself in favour of the **SELLER** as surety for and co-principal debtor *in solidum* with such company/close corporation for the due and timeous performance by it of all its obligations as **PURCHASER** in terms of these conditions.

6. The **PROPERTY** is sold according to the existing Diagram(s) and Deed(s) of Transfer of the **SELLER** which shall on request, at the time of the sale, be produced. The **SELLER** shall not be liable for any deficiency or difference in extent which may be revealed on re-survey of the **PROPERTY**, nor shall the **SELLER** benefit by any possible surplus. The **PROPERTY** is further sold subject to all conditions of servitude(s), if any, attaching thereto or which are mentioned or referred to in the said Title Deed(s) of the **SELLER**.

7. The **PROPERTY** is sold "voetstoots" as it stands and in the present condition of all buildings, erections or other improvements. The **PROPERTY** is further sold without any express or implied warranty against patent or latent defects or of any other description whatsoever. The **PURCHASER** acknowledges and declares that he has carefully inspected the **PROPERTY** and all improvements thereon, both completed and partially completed and that he has knowledge of and is satisfied with the condition of the **PROPERTY**.

8. Tenders close at **11:00** on **WEDNESDAY 10 JUNE 2026**

Duly completed tenders in sealed and stamped envelopes, clearly marked:

"TENDER: VICTORIA WEST" must reach the offices of **HOME AND HECTARE (Pty) Ltd**

at street address**: BKB GRAINCO, CECILIA SQUARE, 100 CECILIA STREET, PAARL**

by no later than **11:00** on **WEDNESDAY 10 JUNE 2026**

9. The sale is subject to the approval of the **SELLER** and the **TENDERER**, together with his sureties, if any, shall be bound by his bid until **12:00 on 17 JUNE 2026** before the expiry of which time and date the **TENDERER** shall be advised whether the sale is confirmed or not. Should the sale not be confirmed all monies paid by the **TENDERER** or deposited by the **TENDERER** as herein required, shall be immediately refunded to the **TENDERER**, free of interest, unless otherwise agree upon.

9.1 The **PURCHASER** hereby declares that he will be available at the telephone number / email address which he will supply when signing this tender, until the time and date as mentioned in clause 9 in order for the **PURCHASER** to receive confirmation of the sale or otherwise. Should the **PURCHASER** or his nominee not be available at the time of confirmation of the sale, confirmation shall be deemed to have been communicated to the **PURCHASER** at the time of acceptance of this offer by the **SELLER**.

10. Unless otherwise arranged with **HOME AND HECTARE**, the purchase price of the **PROPERTY** shall be paid as follows:

10.1 a deposit of **FIVE PERCENT (5 %)** of the purchase price payable via an Electronic Funds Transfer (EFT) on the day of confirmation and the balance of the purchase price in cash on registration of transfer of the **PROPERTY** into the name of the **PURCHASER**.

10.1.1 The **PURCHASER** shall within **FOURTY FIVE (45)** days after date of confirmation of the sale, as aforementioned, on request by the **SELLER** or his Agent, furnish an acceptable irrevocable guarantee(s) payable free of bank commission or exchange at such place or places, and to such person or persons as is required by the **SELLER** or his Agent for the due payment thereof.

10.1.2 The **PURCHASER** shall pay to the **SELLER** occupational interest on the balance of the purchase price, as mutually agreed to by all parties per annum, payable from date of occupation to date of payment of the full purchase price, which occupational interest shall be paid monthly in advance by the **PURCHASER** to the **SELLER** on date of occupation and on the first day of every consecutive month thereafter (calculated pro-rata for any portion of a month), until the **PURCHASER** has received transfer of the **PROPERTY** into his name.

11. Possession and occupation of the **PROPERTY** shall be given subject to the conditions contained in Clause 12, to the **PURCHASER** on **REGITRATION** from which date the **PROPERTY** with all buildings and improvements thereon shall be and remain at the sole risk of the **PURCHASER**, and the profit or loss in respect of the **PROPERTY** shall be to the benefit or detriment of the **PURCHASER**.

12. The **PROPERTY** is sold subject to the rights of the existing tenant(s), if any, and the **PURCHASER** himself will have to arrange with the tenant(s) to vacate the premises from the date of occupation. The **SELLER** shall, however, refund to the **PURCHASER** any rental received by the **SELLER** for any period after date of occupation.

13. Transfer of the **PROPERTY** shall be effected in due form to the **PURCHASER** by the **SELLER**'S attorney(s).

14. From date of possession and occupation, the **PURCHASER** shall be obliged to insure all buildings on the **PROPERTY** against loss by fire and other perils at his own cost and to cede such policy to the **SELLER** as collateral security until such time as the **PURCHASER** has received transfer of the **PROPERTY** and made payment of the purchase price.

15. The **PURCHASER** is further responsible for the following:

15.1 Payment of agents' commission at the rate of **SIX PERCENT (6 %),** calculated on the full purchase price, plus VAT at the ruling rate to **HOME AND HECTARE** which commission will be deemed to have been earned on acceptance of this offer by the **SELLER** and is payable on date of acceptance.

Should the **SELLER** or **PURCHASER** fail to meet their commitments under this agreement and as a result the sale is cancelled, **HOME AND HECTARE** have the right to such commission from the party responsible for breach of contract. It is hereby recorded that should this sale be cancelled by mutual agreement between the **SELLER** and **PURCHASER** then **HOME AND HECTARE** will be entitled to the commission under this agreement which will be payable jointly and severally by the **SELLER** and **PURCHASER**.

The **SELLER** and the **PURCHASER** declare that **HOME AND HECTARE** was the effective cause of the sale and the **PURCHASER** confirms that no other agent or agency introduced the **PROPERTY** to the **PURCHASER**.

The **SELLER** and **PURCHASER** acknowledge that **HOME AND HECTARE** is a party to this agreement and **HOME AND HECTARE** accepts the benefits arising hereunder.

15.2 Payment of all rates and taxes and other charges payable or already paid in respect of the **PROPERTY** calculated pro rata from date of possession by the **PURCHASER**.

15.3 Payment of Transfer Duty in terms of the Transfer Duty Act of 1949 as amended, or VAT (Value Added Tax) on the purchase price, whichever is applicable.

15.4 Payment of the cost of the Land Surveyor pointing out the land and the beacons thereon if required.

15.5 Payment of all transfer costs in accordance with Regulation 85 of the deeds Registration Act No. 47 of 1937, as amended, including the cost of obtaining any permit, certificate of identification or official consent which may be required in accordance with the provisions of any law applicable to Soil Conservation, sub-division of ground and the preservation of natural resources and physical planning.

15.6 Payment of the cost of obtaining a certified copy of the Diagram, or Diagrams of the **PROPERTY**, if required.

15.7 Payment of the cost of any new Diagram should a re-survey, sub-division or consolidation be required.

16. Where applicable the **SELLER** is responsible for obtaining at his expense, a Certificate of Compliance for the electrical installation in accordance with the regulations of the Occupational Health and Safety Act no 85 of 1993 as amended, if such a current Certificate is not available. The **SELLER** shall within 14 (fourteen) days of fulfilment of the suspensive conditions as in clause 2 of this agreement, and after the **PURCHASER** paid the transfer fees, and signed the transfer documents, obtain and deliver the said Certificate to the Conveyancer. Should the **SELLER** fail to furnish the Certificate of Compliance for the electrical installation, the **PURCHASER** will be entitled to obtain the certificate and in that event the **SELLER** hereby authorises the Conveyancer to deduct the cost of obtaining such certificate from the net proceeds and to reimburse the **PURCHASER**. The **SELLER** undertakes not to make any changes in respect of the electrical installation in the **PROPERTY** after delivery of the Certificate of Compliance.

17. The **PURCHASER** is obliged to request the transfer attorney, after confirmation of the sale, to provide a valid income tax exemption certificate.

18. This agreement shall not be declared invalid as a result of any error in the description (as contained herein) of the **PROPERTY**. Neither the **SELLER** nor the **PURCHASER** shall as a result of such error be entitled to make any claim the one against the other, but the mistake shall be rectified as soon as it is discovered.

19. The **PURCHASER** and the **SELLER** hereby acknowledge that this Agreement constitutes the entire agreement between them. Furthermore, no deviation from the conditions thereof shall be valid unless it is recorded in writing and signed by both **PURCHASER** and **SELLER**.

20. Should the **PURCHASER** fail or neglect to fulfil all the conditions of these Conditions of Sale promptly, the **SELLER** at his entire discretion shall have the right to demand specific performance of the conditions of these Conditions of Sale, or alternately to claim cancellation of the sale.
In the latter event the **SELLER** shall have the right to repossess the **PROPERTY** together with all improvements thereon, in which case the **PURCHASER** undertakes to vacate the **PROPERTY** within 48 hours of receiving notice from the **SELLER** of such neglect to fulfil any of the conditions and the **PURCHASER** shall forfeit in favour of the **SELLER**, all payments already made by the **PURCHASER** in terms hereof. The **PURCHASER** shall further not be entitled to demand any compensation in respect of any improvements effected by the **PURCHASER** on the **PROPERTY** or in respect of any buildings or other erections erected by him on the **PROPERTY**.

21. Should the **PURCHASER** breach, or otherwise fail to comply with any of the terms and conditions hereof and remain in default for a period of 7 (seven) days after receipt of written notice sent by prepaid registered post, requiring such default to be remedied, the **SELLER** shall be entitled, but not obliged- without prejudice to any other rights he may have at law- to cancel the Agreement forthwith and receive or retain as "rouwkoop", or as a genuine pre-estimate of damages sustained, the balance of the deposit and any other monies paid by the **PURCHASER**, after deduction of the commission payable to the Agent.
Should the **PURCHASER** fail or refuse to pay any amount in terms of this agreement on due date thereof as requested, said amount will accrue interest at the maximum rate applicable in terms of Act 74 of 1968 as amended. The said interest will be calculated daily and be compounded monthly, and the said interest will be payable on demand.

22. No indulgence shown, extension given, or right waived by the **SELLER** to the **PURCHASER** in respect of any payment or other requirement for the execution of these conditions of sale by the **PURCHASER** shall be regarded as a waiver by the **SELLER** of his rights to demand at any time and without notice that each and every condition of these conditions of sale should be promptly carried out by the **PURCHASER** notwithstanding anything in conflict with the provisions of the Common Law as applied in the Republic of South Africa or with any of the conditions of these conditions of sale whether explicit or implicit.

23. Should the **SELLER** so elect the **PURCHASER** hereby consents in accordance with the provisions of Section 45 of Act 32 of 1944, or any amendment or substitution thereof, that the **SELLER** may institute any action which he may have against the **PURCHASER** for the enforcement of his rights under this Agreement in the Magistrate's Court of any district which may have jurisdiction in respect of the **SELLER** in terms of Section 28 of the said Act, or any amendment thereof or substitution thereof.

24. Except in so far as herein specifically provided the **PURCHASER** does not accept responsibility for any obligation to the **SELLER** in respect of the **PROPERTY** whether contractual or otherwise as a result of any law, ordinance, regulation or local by-law and the **SELLER** shall be obliged to fulfil such obligation and make payment of any such amount as may be owing in terms thereof.

25. All offers for a higher purchase price made after the closing time and date of the tender but before acceptance by the **SELLER** will be made to the Agents. No offers will be considered by the **SELLER** unless such offers are made to the Agent. **The highest TENDERER will have the first right of refusal from date of closure of this tender until date of acceptance.**

26. The **SELLER** declares that the **PROPERTY** as described herein is not subject to any lease agreement usufruct and/or use and that no option and/or right of first refusal has been granted to any person whatsoever and/or exists in respect of the **PROPERTY**.

27. For purposes of this agreement, the parties choose *domicilium citandi et executandi* at the addresses which they will supply to **HOME AND HECTARE** on completion of this agreement.

28. The **SELLER** further declares that he/she has adhered to all relevant Laws eg. Water Act, Act 36 of 1998. Neither the **PURCHASER** or **HOME AND HECTARE** will be held responsible regarding any misrepresentation in this regard.

29. All information supplied by **HOME AND HECTARE** about the properties was done on behalf of the **SELLER** and no claims can be launched against **HOME AND HECTARE** (Pty) Ltd as the agent.

30. The **SELLER** guarantees herewith that besides himself, his family and tenants, all farm labourers of occupants on the farm as described in Section 1 of Act 3 of 1996 or as described in Section 1 of Act 62 of 1997 are legal and that no illegal occupant occurs on the farm as described in section 1 of Act 19 of 1998. (referred to as the illegal Eviction Act – Act 19 of 1998).

It is herewith declared that the **SELLER** has identified all farm labourers and occupants on the farm to the buyer.

The **SELLER** guarantees that there are no other labourers or occupants on the **PROPERTY** except for those that has been already identified.

The **SELLER** guarantees that he did not give any permission to anyone according to ESTA legislation to illegally occupy some land as was intended in Chapter 3 of Laws 3 of 1996 and he also guarantees that there I no pending judgements in terms of Chapter 3 of the Land reform Act.

SELLER accepts all responsibilities for labour legislation as set out in the following by laws.

Land Reform Act – Act 3 of 1996
Occupational Rights Law or ESTA – Act 62 of 1997
Illegal Eviction Act – Act 19 of 1998

31. The **SELLER** and **PURCHASER** agree that:

31.1 The Purchase Price is exclusive of VAT.

31.2 In the event of VAT being payable on the Purchase Price as a result of the sale, such VAT shall be paid by the **PURCHASER** to the **SELLER'S** Attorneys immediately on demand therefore.

31.3 In the event of the rate of which VAT is chargeable being amended after the date of signature hereof by the **PURCHASER** and in circumstances in which the amended rate will apply to this transaction, then the Purchase Price shall be adjusted accordingly, the intention being that the **SELLER** shall receive and retain the same amount after payment regardless of the rate at which VAT is payable.

32. **<u>CONSUMER PROTECTION ACT</u>**

32.1 The **SELLER** warrants to both the **PURCHASER** and the agent that he is not engaged in the purchase of immovable **PROPERTY** on an on-going basis and that the **PROPERTY** is not being sold in the ordinary course of the **SELLER**’s business.

32.2 The **SELLER** and **PURCHASER** are aware that the **SELLER**'s warranty herein means that the Consumer Protection Act 68 of 2008 does not apply to this purchase agreement that comes into existence upon acceptance of this purchase agreement and that the relationship between the parties is not governed by the said act.

33. **<u>ALIEN AND INVASIVE SPECIES REGULATIONS</u>**

The **SELLER** acknowledges his obligations in terms of the Alien and Invasive Species Regulations of 2014 to notify the **PURCHASER** of listed invasive species categorised in terms of Chapter 2 of the Regulations and hereby confirm that no such invasive species is present on the **PROPERTY** or alternatively that a list of invasive species will be provided to the **PURCHASER** prior to registration of this transfer.

34. **<u>ACKNOWLEDGMENT OF EXISTING AGREEMENT</u>**

The Purchaser confirms that he/ she is aware of the existing agreement between Bonnza Boerdery (Pty) Ltd and WKN Windcurrent SA (Pty) Ltd and agrees to respect and comply with its terms where applicable to this tender.
A copy of the agreement is attached as *Schedule 2* for reference. The Purchaser confirms that he / she has reviewed the agreement.

<u>ADDITIONAL CONDITIONS</u>

____

____

____

____

POPI ACT 4 OF 2013

The **SELLER/s** and the **PURCHASER/s** hereby give their consent to the estate agency/ies involved in the sale, and to the Conveyancing Attorneys who will register the transfer of the **PROPERTY**, to process our personal information for all purposes related to this sale, in accordance with the provisions of the Protection of Personal Information Act.

We hereby give permission to receive Future Real Estate Related Marketing from Home & Hectare:

SELLER	**YES**	**YES**	**INITIAL:**
PURCHASER	**YES**	**NO**	**INITIAL**

TENDER

I/WE, the undersigned

NAME: ____________________

ID/REG NO: ____________________ VAT NO: ____________________

ADDRESS: ____________________

TEL NO: ____________________ CELL NO: ____________________

E-MAIL: ____________________

hereby offer the amount of: R ____________________ (____________________

____________________)

for the purchase of the **IMMOVABLE PROPERTY** as described herein, subject to the foregoing terms and conditions.

SIGNED AT ____________________ ON THIS _____ DAY OF ____________________ 20___

AS WITNESSES:

1. ____________________

2. ____________________

____
TENDERER / PURCHASER

TENDERER'S/PURCHASER'S SPOUSE

I, the **TENDERER**/**PURCHASER**'s Spouse

NAME: ____________________

ID NR: ____________________ CELL NO: ____________________

EMAIL: ____________________

hereby grant my permission for the purchase of the **PROPERTY** as described herein, subject to the foregoing terms and conditions.

SIGNED AT ____________________ ON THIS _____ DAY OF ____________________ 20___

AS WITNESSES:

1. ____________________

2. ____________________

____
TENDERER'S / PURCHASER'S SPOUSE

ACCEPTANCE

The herein mentioned **TENDERER**'s tender is hereby accepted, and the sale is confirmed by me, the **SELLER**

NAME: ____

ID/REG NO: __________________________________ VAT NO: __________________________________

ADDRESS: ____

TEL NO: ____________________________________ CELL NO: __________________________________

E-MAIL: ____

I appoint Messrs. ____ as conveyancers to attend to the transfer of the **PROPERTY** into the name of the **PURCHASER**

SIGNED AT _______________________ ON THIS _____ DAY OF ______________________ 20___

AS WITNESSES:

1. _________________________

2. _________________________

____
SELLER

SELLER'S SPOUSE

The sale of the herein mentioned **PROPERTY** is hereby accepted by me, the **SELLER**'s Spouse

NAME: ____

ID NO: _________________________________ CELL NO: __________________________________

EMAIL: ____

hereby grant my permission for the purchase of the **PROPERTY** as described herein, subject to the foregoing terms and conditions.

SIGNED AT _______________________ ON THIS _____ DAY OF ______________________ 20___

AS WITNESSES:

1. _________________________

2. _________________________

____
SELLER'S SPOUSE

SIGNED AT _______________________ ON THIS _____ DAY OF ______________________ 20___

AS WITNESSES:

1. _________________________

2. _________________________

____
For: HOME AND HECTARE (PTY) LTD

SCHEDULE 1

1. SPECIAL CONDITIONS

The sale of this **PROPERTY** is subject to the following special conditions:

	YES	**NO**
1.1 Usufruct		X
1.2 Servitudes	X	
1.3 Water Rights		X
1.4 Going Concern		X
1.5 Lease Agreements		X

SIGNED AT ______________________________ ON THIS _____ DAY OF _____________________________ 20___

AS WITNESSES:

1. ____________________________________

2. ____________________________________ ________________________________

SELLER

SIGNED AT ______________________________ ON THIS _____ DAY OF _____________________________ 20___

AS WITNESSES:

1. ____________________________________

2. ____________________________________ ________________________________

PURCHASER

DEED OF SURETYSHIP

I / We the undersigned,

____

ID NUMBER: ____

do hereby interpose and bind myself / ourselves as surety and co-principal debtor/s in solidum for and on behalf of the **PURCHASER** to and in favour of the **SELLER** and the **AUCTIONEER** for all the obligations of the **PURCHASER** under the Conditions of Sale aforegoing and in particular for all amounts of money that may be due, including damages, from whatsoever cause arising under renunciation of the benefits of division and excussion. **I/We do further acknowledge that I/we are fully aware of all the terms and Conditions of the Conditions of Sale as if fully set out herein**. I/We do accept *domicilium et executandi* at the address hereinafter set out.

SIGNED AT ____________________________ ON THIS _____ DAY OF ___________________________ 20___

AS WITNESSES:

1. ________________________ ______________________________
SURETY

2. ________________________ ______________________________
SELLER

____
HOME AND HECTARE (PTY) LTD duly authorised

SURETY ADDRESS: ____

____

Tel No: ________________________

EXTRACT FROM THE MINUTES OF AMEETING OF THE MEMBERS

OF ____

HELD AT ____________________________________ON _____________________________________

RESOLVED THAT:

1. the Close Corporation BUYS the following **PROPERTY**

____

from .____

for the amount of R ____

2. That ____ in his capacity as Member be and is hereby authorized to execute and sign all documents necessary to give effect to the above resolution.

Certified a true copy,

____

MEMBER

EXTRACT FROM THE MINUTES OF A MEETING OF THE DIRECTORS

OF ____

HELD AT ______________________________________ON _______________________________________

RESOLVED THAT:

1. The Company BUYS the following **PROPERTY**

   ____

   from ____

   for the amount of R ____

2. That ____ in his capacity as Director be and is hereby authorized to execute and sign all documents necessary to give effect to the above resolution.

Certified a true copy,

____
DIRECTOR

EXTRACT FROM THE MINUTES OF A MEETING OF THE TRUSTEES

OF ____

HELD AT ____

ON ____

RESOLVED THAT:

1. The Trust BUYS the following **PROPERTY**

   ____

   from ____

   for the amount of R ____

2. That ____ in his capacity as Trustee be and is hereby authorized to execute and sign all documents necessary to give effect to the above resolution..

Certified a true copy,

____

TRUSTEE

Schedule 2

OPTION/LEASE/SERVITUDES

BETWEEN

WKN-WINDCURRENT

AND

Bonnza Boerdery (Pty) Ltd

(VICTORIA WEST)

(SIGNING DATE 29th July 2020)

Bonnza Boerdery (Pty) Ltd

Registration No 2001/028608/07

(Company)

Written resolutions of member of the Company passed at Carnarvon **on** 29th **day of** July **2010**

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1 Noted:

1.1 that the Company has concluded negotiations with WKN Windcurrent SA Proprietary Limited (Registration No. 2010/022616/07) **(WKN)** for the grant of the rights to conduct certain feasibility investigations into the establishment of a Wind Farm, and for an option to conclude a long term notarial deed of lease over a portion of the Company's properties known as:

Portion 3 of Farm 158 (Melton Wold) in extent 9130.17ha held by Title Deed T10026/2003 in the Ubuntu Local Municipality, Victoria West Division, Northern Cape.

2. Resolved:

that the Company conclude a formal Feasibility Investigation and Lease and Servitude Option Agreement **(Option Agreement)** with WKN in respect of the Property, on the basis of the draft Option Agreement and appendices thereto which was tabled at the meeting, and which was approved by the directors.

3. Further Resolved:

that Charl Francois Vermeulen ID 621207 5115 084 in his/her capacity as director be and he is hereby authorised on behalf of the Company to negotiate, settle (and if necessary amend) and sign the Option Agreement and appendices thereto on behalf of the Company and to do everything necessary for the conclusion and implementation of the Option Agreement and its appendices as he in his discretion deems appropriate and necessary.

Certified a true extract of the minutes of a meeting of the directors of the Company which was passed in accordance with the provisions of the Company's Memorandum of Incorporation.

Name: Charl Francois Vermeulen . (Director)
Date:

Name: Johan Hendrik Vermeulen (Director)
Date:

Name: Floris Albertus Vermeulen (Director)
Date:

Name...(Director)
Date:

SPECIAL POWER OF ATTORNEY

I / We, the undersigned, **Bonnza Boerdery Pty Ltd reference nr 2001/028608/07** herein represented by Charl Francois Vermeulen Identity No. 621207 5115 084 do hereby nominate, constitute, and appoint:

Michael Mangnall (ID No. 7211245134081) or other employee as designated by WKN Windcurrent SA (Pty) Limited (Reg nr: 2010/022616/07)

with power of substitution, to be our lawful attorney(s) and agent(s) in our name, place and stead to sign and lodge with all competent authorities on behalf of the Registered Owner any forms and applications whatsoever on my behalf in order for WKN Windcurrent SA (Pty) Limited or any other juristic person to obtain all necessary consents and approvals as may be required by law to operate a wind facility and/or solar facility on the following properties:

> *Portion 3 of Farm 158 (Melton Wold) in extent 9130.17ha held by Title Deed T10026/2003 in the Ubuntu Local Municipality, Victoria West Division, Northern Cape.*

which includes but is not limited to Subdivision of Agricultural Land Act 70 of 1970 , Rezoning, Environmental Authorisations and Amendments as required, Building Plan Approval, WULA, Grid Connection and Civil Aviation Authority Approval, as well as generally, for effecting the purposes aforesaid, to do or cause to be done whatsoever shall be requisite as fully and effectually for all intents and purposes as we might or could do if personally present and acting herein - hereby ratifying, allowing and confirming all and whatsoever our said agents shall lawfully do, or cause to be done, by virtue of these presents.

SIGNED at ...Carnarvon...............on this the 29th.....day of.........July...........2020, in the presence of the undersigned witnesses.

AS WITNESSES :

1. ______________________

2. ______________________

Name: CHARL VERMEULEN

Sign: ______________________

duly authorised hereto

Lease and Servitude Option Agreement

between

Bonnza Boerdery (Pty) Ltd

and

WKN Windcurrent SA Proprietary Limited

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Contents

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Lease and Servitude Option Agreement

1 Parties

The parties to this Agreement are

Bonnza Boerdery (Pty) Ltd registration Number **2001/028608/07** herein represented by Charl Francois Vermeulen (ID number 621207 5115 084) its successors-in-title or assigns, duly authorised by resolution of the directors dated 29th day of July 2020..

(Registered Owner); and

1.1 **WKN Windcurrent SA Proprietary Limited,** Registration No. 2010/022616/07 its successors-in-title or assigns herein represented by Alan Wolfromm, duly authorised by resolution of the directors dated

..1st.....day of.....December.......2020 AW.

(Grantee).

2 Definitions

2.1 In this Agreement, except in a context indicating that some other meaning is intended,

(1) **Access Servitude** means a servitude granting access rights over the Property along both existing and new roads to be constructed on the Property;

(2) **Affiliate** means, with respect to a corporate entity, any person or corporate entity that directly or indirectly Controls or is Controlled by, or is under common Control with, that corporate entity;

(3) **Agreement or Option Agreement** means this Lease and Servitude Option Agreement, including any appendices thereto;

(4) **Control** has the meaning given in section 2(2) of the Companies Act, 2008 (as amended);

(5) **CPI** means the consumer price index for all Urban Areas (utilising Classification of Individual Consumption by Purpose) as published by Statistics South Africa or any replacement index developed by statistics South Africa, from time to time;

(6) **Effective Date** means the date contemplated in clause 4;

(7) **Electricity Distribution Infrastructure** means electricity distribution lines and cables and all necessary support structures to be constructed on the Property and which is required for the purpose of inter-connecting items of Electricity Generating Infrastructure to each other and to the Electricity Distribution Infrastructure, generally;

(8) **Electricity Distribution Infrastructure Servitude** means a servitude within which electricity distribution infrastructure is constructed on the Property;

(9) **Electricity Generating Infrastructure** means items of electricity generating infrastructure such as wind turbines which generate electricity;

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(10) **IPP RFP** shall mean, any procurement programme as may be determined from time to time by the South African Government (or other quasi-governmental institution which is a competent authority) in relation to renewable energy projects such as the Renewable Energy Independent Power Producer Procurement Programme conducted by the Department of Energy of the Government of South Africa and which includes the project contemplated by the Grantee herein;

(11) **Lease** means a long-term lease over specified portions of the Property substantially in accordance with the draft Notarial Deed of Lease which is Appendix A to this Agreement;

(12) **Option** means the option referred to in clause 5 and elsewhere in this Agreement to enter into a Lease and Servitude Agreement substantially in accordance with the provisions of Appendices A, B and C hereto;

(13) **Project Company** means a special purpose company whose sole purpose is to establish, license, finance, construct and operate (or any of the aforegoing) a wind farm under the IPP RFP on the Property and if applicable, adjoining land;

(14) **the Property** means the following land registered in the name of the Registered Owner, namely:

Portion 3 of Farm 158 (Melton Wold) in extent 9130.17ha held by Title Deed T10026/2003 in the Ubuntu Local Municipality, Victoria West Division, Northern Cape.

(15) **SDP** means the Grantee's site development plan showing layout of proposed Wind Power Infrastructure and access roads on the Property as determined and updated from time to time by the Grantee (including final micro-siting) in the light of technical or other requirements identified by the Grantee and or the requirements of competent authorities having jurisdiction over the Property and arising out of, for example (and without limitation) the Environmental Authorisation obtained by the Grantee in respect of the Property, any application for rezoning or consent use, the requirements of the minister pursuant to any application for ministerial consent under the Sub-division of Agricultural Land Act 70 of 1970 (**SALA**) (as contemplated in clause 6.2(4) of the Lease), civil aviation authority clearance and any water use licence granted to the Grantee under the National Water Act 36 of 1998. The SDP of the wind farm which the Grantee proposes to establish on the Property at a future time after the Grantee has assessed the viability of establishing a wind farm on the Property and has exercised the Option, will be developed separately in consultation with the Registered Owner;

(16) **Servitude Agreements** means:

(a) a Notarial Deed of Servitude (Access and Infrastructure) containing rights granted over the Property in favour of the wind farm operator by the Registered Owner, for the purpose of access and of interconnecting items of Wind Power Infrastructure to each other and to the relevant electricity distribution network as depicted on the SDP for the wind farm. A draft thereof is annexed hereto marked Appendix B; and

(b) a Notarial Deed of Servitude (Restrictive Conditions) containing restrictive conditions granted over the Property in favour of the wind farm operator by the Registered Owner, for the purpose of recording things that the Registered Owner will refrain from doing or will permit to take place on the Property in order to protect the legitimate interests of the wind farm operator. A draft thereof is annexed hereto marked Appendix C;

(17) **Test Tower** means an anemometer mast as contemplated in clause 9.2;

(18) **Wind Farm Areas** means the lease areas in respect of which SALA consent will have been obtained as contemplated in clause 6.2(4) of the Lease for the framing of lease diagrams and the conclusion of a Notarial Long Lease, all as identified in preamble C of the Lease. The co-ordinates and configuration of the Wind Farm Areas will be in accordance with the Grantee's SDP as developed by the Grantee during the Option Period, taking into account the considerations referred to in the definition of SDP as contained in clause 2.10 above;

(19) **Wind Power Infrastructure** means all electric plant and related physical structures used for the production or generation or distribution or storage of electricity from wind energy, including without limitation, Wind Turbines, maintenance workshops, operations office, substations, Test Tower and all electric plant including power-lines and/or cables used to interconnect the production or generation plant with each other and the relevant electricity distribution network; and

(20) **Wind Turbine** means a wind turbine generator, together with all accessories and appurtenances necessary for the generation of electricity by wind and for the maintenance of and erection of the wind turbine itself.

2.2 Expressions in the singular also denote the plural, and vice versa;

2.3 Words and phrases denoting natural persons refer to juristic persons, and vice versa; and

2.4 Pronouns of any gender include the corresponding pronouns of the other gender.

2.5 Clause headings appear in this Agreement for purposes of reference only and shall not influence the proper interpretation of the subject matter.

2.6 This Agreement shall be interpreted and applied in accordance with South African law.

2.7 Where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term has limited application to the relevant clause, shall bear the same meaning as ascribed to it for all purposes in terms of this Agreement, notwithstanding that the term has not been defined in this clause 2.

2.8 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision set out in the body of this Agreement.

3 Background

3.1 The Registered Owner is the registered owner of the Property.

3.2 The Grantee is an energy company specializing in renewable energy and has identified the Property as a potential site for developing and establishing a wind farm.

3.3 The Grantee also is interested in developing solar photovoltaic (**Solar PV**) energy and during the Option Period contemplated in this Agreement wishes to have the right to conduct feasibility studies in relation to the suitability of portions of the Property other than those required for wind farm purposes, for the generation of Solar PV energy and to propose and finally negotiate one or more lease options for use of portions of the Property for solar PV electricity generation.

3.4 The Registered Owner has indicated that it is willing to enter into an agreement with the Grantee which will grant the Grantee an option as contemplated in clause 5 below, to enter into:

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(1) a long-term lease over specified portions of the Property (**Wind Farm Areas**); and /or

(2) Servitude Agreements

for purposes of developing and operating a wind farm thereon, (which Agreement shall include the exclusive right during the Option Period, to conduct feasibility studies in relation to the potential for Solar PV energy generation over those portions of the Property not required for wind farm purposes and to put forward , negotiate and conclude one or more lease option proposals to the Registered Owner for Solar PV development on such areas).

3.5 The Registered Owner and the Grantee now record their agreement on the basis contained herein.

4 Effective Date

The effective date of this Agreement is the date of signature hereof by both the Registered Owner and the Grantee (**Effective Date**).

5 Option

Subject to and on the terms of this Agreement, the Registered Owner hereby grants to the Grantee the exclusive Option (**Option**) to:

5.1 lease portions of the Property (**Wind Farm Areas**) from the Registered Owner substantially in accordance with the terms and conditions of the draft long-term Lease attached hereto as Appendix A; and/or

5.2 encumber the Property with either or both of the Servitude Agreements substantially in accordance with the terms and conditions of the draft Servitude Agreements attached hereto as Appendices B and C ,to the extent that any portion of the Property is required for the purpose of access and /or interconnecting the Wind Power Infrastructure of the wind farm for electricity transmission purposes as well as recording certain restrictive conditions as referred to in the Lease (and regardless of whether any Wind Farm Area of the Wind Farm is ultimately established on the Property);

and the Grantee hereby accepts (but does not exercise) such Option.

6 Timing and determination of the Option Period

6.1 The Option is granted for a fixed period of 7 (seven) years (or such extended or different period as may be agreed between the parties in writing.It is agreed that, provided, the Grantor is informed in writing at least 6 months prior to expiry of the initial Option Period, the Grantee may extend the Option Period by a further 3 years. Any further extension beyond 3 years must be agreed between the parties, in writing (**Option Period**).

6.2 This Agreement lapses as soon as the Option has been exercised and the resultant Notarial Deed of Lease and (where applicable) Servitude Agreement are notarially executed and registered in the relevant deeds office.

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7 Exercise of Option

7.1 The Option may only be exercised by way of written notice given to and received by the Registered Owner at its domicilium referred to in clause 18.2 within the Option Period, failing which, the Option shall lapse.

7.2 Subject to Ministerial Consent having been obtained pursuant to clause 8, the Grantee may elect to exercise the Option at any time within the Option Period.

8 Act 70 of 1970 Compliance

8.1 The parties acknowledge that it is necessary to make application to the Minister pursuant to the SALA for permission to lease those portions of the Property which the Grantee intends using as Wind Farm Areas for wind farm purposes (and if feasibility thresholds are met, those portions of the Property which are intended to be used for Solar PV electricity generation) and to frame and approve lease diagrams in respect of the Wind Farm Areas or Solar PV Areas, as the case may be, as soon as it becomes practically possible to do so. It is also acknowledged that in certain circumstances it may be necessary to seek Ministerial consent for proposed servitudes which do not fall within recognised exceptions to Act 70 of 1970.

8.2 Execution and registration of the Lease and where applicable ,relevant servitude agreement (and accordingly, exercise of the Option) will only be lawfully possible if the consent of the Minister pursuant to the SALA (**Ministerial Consent**) has been obtained to create the Wind Farm Areas on portions of the Property. The Grantee may accordingly only elect to exercise the Option for execution and registration of the Lease and Servitude within the Option Period and once Ministerial Consent has been obtained.

8.3 Within 14 days of having given written notice as contemplated in clause 7.1 that it exercises the Option, the Grantee shall instruct its attorneys to prepare the Lease and Servitudes for notarial execution and registration against the title deeds of the Property, substantially in accordance with Appendices A, B and C, respectively. The Grantee and the Registered Owner shall furnish the attorneys thus appointed with such documentation as may be required in order to implement the Option and will upon request execute any documentation that may be required to give effect thereto. This includes special powers of attorney, authorising a representative of the Registered Owner to appear before the Notary for the purpose of notarially executing the Lease and the Servitudes. The Grantee shall be obliged to pay all and any costs that may be required in connection with the drafting, notarial execution and registration of the said Long Term Lease and Servitude Agreement.

8.4 The Grantee's attorneys shall at the Grantee's expense procure that lease diagrams are framed and approved in respect of those portions of the Property identified on any SDP developed by the Lessee in due course, as Wind Farm Areas required for the wind farm so that the Lease can be notarially executed and registered against the title deeds of the Property as soon as possible after the Option has been exercised in terms of clause 7.1.

9 Wind Farm and Solar PV Feasibility Investigations

9.1 By its signature hereto the Registered Owner agrees to allow the Grantee to undertake a general feasibility investigation in respect of the entire Property in order to ascertain the viability of the Property or portions thereof for wind farming purposes (**Wind Study**) and in respect of the entire Property in order to ascertain the viability of the Property or portions thereof for Solar PV electricity generation purposes(**Solar PV Study**).

9.2 The Wind Study may entail the erection of one or more **Test Towers** on the Property or on land in the vicinity of the Property and it shall be in the sole discretion of the Grantee whether to erect more than one or any Test Tower at all, on the Property. The Registered Owner shall allow reasonable access to and use of the Property by the Grantee or its agents/representatives for the purposes of erecting, maintaining and servicing any Test Tower and related equipment and for conducting any inspection or survey of the Property for purposes of the Wind Study or in connection with any application for Environmental Consent or any other consent that may be required for development of the Property as a wind farm.

9.3 Whether or not a Solar PV Study is carried out on the Property shall be in the sole discretion of the Grantee.If the Grantee elects to to do so this will be done at the Grantee's own cost and may entail the erection of solar radiation measuring equipment and any other equipment or devices reasonably required on the Property for determining Solar PV generation feasibility and it shall be in the sole discretion of the Grantee what to erect and the location of same on the Property. Such equipment and/or devices shall at all times remain sole property of the Grantee who shall be obliged to remove it and (to the extent that the underlying terrain has been disturbed in the course of installation thereof), make good the Property at conclusion of the feasibility studies at it's own expense.The Registered Owner shall allow reasonable access to and use of the Property by the Grantee or its agents/representatives for the purposes of erecting, maintaining and servicing any such equipment or devices and for conducting any inspection or survey of the Property for purposes of the Solar PV Study or in connection with any application for Environmental Consent or any other consent that may be required for development of a portion or portions of the Property as a Solar PV installation.The Grantee (or any party to whom the Grantee has assigned the right to do so pursuant to clause 14 of this agreement) shall have the sole and exclusive right for a period of 4 (Four) years from the Effective Date (**Solar PV Feasibility Window**) within which to conduct a Solar PV Study and, at any time during that period, to put forward a proposal for one or more lease and servitude option agreements in relation to potentially suitable Solar PV energy generation sites on the Property,for acceptance by the Land Owner.The Grantee and Landowner shall agree on a market-related once-off option fee and rental to be payable to the landowner in respect of each lease and servitude option at the time that such lease and servitude option agreement/s are presented to the Landowner for acceptance, and if they cannot agree on such once-off option fee and rental within 14 (fourteen) days, a market – related option fee and rental shall be determined by an expert having knowledge and experience of the Solar PV market in the district where the Property is situated and who is appointed by the Grantee and Landowner jointly (and failing such appointment within 10 (ten) days,by the Chairman or his delegatee of the South African PV Industry Association) whose determination shall be final and binding on the parties and whose fees for making the determination shall be borne by them equally.If the parties are unable to finalise(either by agreement or expert determination) the terms of and execute a binding option agreement or agreements between them in respect of the affected Solar PV site/s by expiry of the Solar PV Feasibility Window, the Grantee's rights to conclude any lease or servitude option for Solar PV purposes will lapse and be of no further force or effect. The Grantee shall however have the right to extend the Solar PV Feasibility Window for a further 3 (three) years by giving written notice to that effect to the Land Owner at least 30 (thirty) days before the Solar PV Feasibility Window expires.

9.4 The Wind Study and the Solar PV study need not be carried out simultaneously and either of them may be commenced, recommenced and terminated at any time that the Grantee, in it's sole discretion,determines.

9.5 For the duration of this Agreement, the Lessee shall pay an annual rental (pro-rated for any portion of a year, where applicable) of R10 000 excluding VAT per annum for every Test Tower erected on the Property, such rental to commence on the date that construction of the relevant Test Tower has been completed (**Test Tower Completion Date**) and on every subsequent anniversary of that date for so long as this Agreement subsists. Test Tower rentals shall escalate at CPI on every anniversary of the Test Tower Completion Date.

9.6 Rental for any Test Tower remaining on the Property after the Option is exercised shall be regulated under the Lease.

10 Option Fee

10.1 A fee of R10 000 excluding VAT is payable by the Grantee to the Registered Owner for the Option on a once-off signing bonus basis, within six months of the Effective Date as contemplated in clause 4 (**Payment Date**). During the period between the Effective Date and the Payment Date the Grantee has the right to conduct a fatal flaw study or studies which could include (but are not limited to) a desktop environmental study, an SKA (Square Kilometre Array) study, an electricity grid study, a CAA (Civil Aviation Authority) study and a Bird Nest study (for which access to the property will be required). Should any fatal flaw be detected, the Grantee has the right to cancel this Agreement prior to the Payment Date.

10.2 Thereafter and until the Option is exercised or this Agreement otherwise terminates, whichever occurs first, an annual option fee of R10 000 escalated every year at CPI from the anniversary of the date of payment of the signing bonus in clause 10.1 above, (**Signing Bonus Date**) shall be payable on every anniversary of the Signing Bonus Date for so long as this Agreement subsists.

11 Access to and use of the Property

11.1 From the Effective Date and continuing throughout the Option Period, the Grantee and its contractors, agents, representatives and employees shall have reasonable access to and use of the Property for the purposes of the Grantee's due diligence investigation (**the Due Diligence Investigation**), which may include tests, surveys, and examinations (including environmental surveys and audits and engineering and soil tests of the Property) as the Grantee shall deem necessary to satisfy itself as to the suitability of the Property (or portions thereof) for use in the generation, transmission and distribution of wind power or Solar PV electrical energy, which access and use shall at all times be exercised with due consideration of the farming operation of the Registered Owner.

11.2 In connection with the Grantee's Due Diligence Investigation, the Grantee shall have the right to install Test Towers , solar radiation measuring devices ,and related sensors and data logging electronics on the Property for the purpose of collecting meteorological and other relevant data. All data, information and related work product obtained and created by the Grantee in connection with its Due Diligence Investigation on the Property shall be the sole property of the Grantee, and the Registered Owner shall have no right to such data and information.

11.3 Prior to any entry onto or inspection of the Property, the Grantee shall notify the Registered Owner of its intention to enter the Property.

11.4 The Grantee shall conduct all Due Diligence Investigation as far as possible during normal business hours, in good faith and with due diligence and in a professional, sensitive and confidential manner which minimizes interference with the existing use and operation of the Property by the Registered Owner.

11.5 All inspection fees, appraisal fees, engineering fees and other expenses of any kind incurred in relation to the inspection of the Property in terms of the foregoing will be solely the Grantee's expense.

11.6 The Registered Owner shall cooperate with the Grantee, and shall use its best efforts to cause all of the Registered Owner's representatives, agents, tenants, employees, and contractors to cooperate with the Grantee, in all reasonable respects in connection with such Due Diligence Investigation.

12 Registered Owner's Representations

12.1 The Registered Owner is the sole owner of the Property and holds freehold title to the Property.

12.2 The Registered Owner has the unrestricted right and authority and has taken all necessary action to authorize the Registered Owner to execute this Agreement and to grant to the Grantee the rights granted hereunder.

12.3 To the Registered Owner's best knowledge, there are no hazardous substances on or under the Property.

12.4 The Registered Owner is not aware that hazardous substances have been stored, handled, disposed of or released on or about the Property.

12.5 If the Property is mortgaged, the Registered Owner hereby authorises the Grantee to negotiate with the relevant mortgagee on the Registered Owner's behalf and at the Grantee's expense, to procure the mortgagee's consent for the notarial execution and registration of the Lease pursuant to the exercise of the Option. In this regard the Registered Owner agrees to sign any documentation prepared by the Grantee's attorneys in order to bring about this result.

13 Procedure for finalising Grantee's Site Development Plan (SDP) and determining final servitude routes and servitude areas

13.1 The routes on which the Access Servitude and Electricity Distribution Infrastructure Servitude are to be established are the routes as depicted on the Grantee's SDP as developed (or to be developed) finalised in accordance with the provisions of this clause 13 and clause 15.1 of the Lease.

13.2 Prior to construction of the Electricity Generating Infrastructure and Electricity Distribution Infrastructure (collectively, **Electricity Infrastructure**) the Grantee shall consult with the Registered Owner in the course of finalising the Grantee's SDP in respect of the said Electricity Infrastructure and Access Servitude/s. The purpose of such consultation is to reach mutual agreement regarding the layout of the Electricity Infrastructure and the Access Servitude/s and in this regard the Registered Owner shall respect decisions taken by the Grantee having an underlying technical justification and shall not withhold its consent to sign-off on the SDP, except if the layout interferes unreasonably with the Registered Owner's normal use of the Property and it can be demonstrated that, objectively considered, there are alternatives available which would minimise the impact of such interference if employed by the Grantee. Any dispute in this regard which cannot be amicably resolved within ten days of the dispute arising, will be resolved by a suitably qualified expert (**Expert**) appointed by the parties jointly (and in the event of them failing to make such appointment within 48 hours, nominated by the Chairman for the time being of the South African Wind Energy Association or its successor-in-function) which expert shall act as an expert and not as an arbitrator, and whose decision shall be final and binding upon the parties. The Expert shall be a suitably qualified independent person having applicable training and skills, such as an attorney or advocate or professional town and regional planner with not less than 10 years' experience in private practice, and who may for this purpose engage the services of a suitably qualified and independent person with expert technical knowledge of aspects of wind farm design, to assist him in technical evaluation of the competing viewpoints of the parties, before he makes his determination. Any costs incurred in this regard (including the costs of engaging a wind farm technical expert as contemplated above) shall be borne by the Grantee In making his

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determination, the Expert shall take into account the requirements of any competent authority having jurisdiction over the proposed Wind Farm Project as contemplated in clause 6.2 of the Lease as well as any stipulation contained in the relevant IPP RFP and no more than one set of written representations made by each of the Registered Owner and the Grantee, and shall endeavour to balance the reasonable competing requirements of the Registered Owner and the Grantee arising out of the principle that the route of the relevant servitude should restrict the Registered Owner's normal use of the Property as little as possible whilst at the same time affording the Grantee the rights contemplated in clause 21.1 of the Lease in a practical and effective manner in order that the Grantee may effectively conduct the business of a Wind Farm.

13.3 Pending finalisation of the Grantee's SDP through micro-siting or for any other reason, after the Grantee has exercised the Option, it may proceed to register the Access Servitude/s and Electricity Distribution Infrastructure Servitude/s as servitudes in general terms, substantially in accordance with the draft servitude, being Appendix B to this Agreement. No deviation from the procedure set out in clause 13.2 above for the determination of the route of the relevant servitudes shall be permitted unless both the Registered Owner and Grantee agree in writing thereto. Notwithstanding that a servitude in general terms has been registered over the Property as an interim measure towards formalising the servitude rights of the Grantee for the Wind Farm, the Grantee hereby agrees and undertakes in favour of the Registered Owner to procure that any access road or Electricity Infrastructure which is introduced onto the Property will at all times be placed in accordance with the position accorded to it on the SDP in accordance with the provisions of clause 13.2 above.

13.4 As soon as the Grantee has finalised construction of all roads and Electricity Distribution Infrastructure indicated on the SDP (**As-built Infrastructure**), it shall at its cost appoint a registered land surveyor to frame one or more servitude diagrams recording the final dimensions and coordinates of the Access Servitude/s and Electricity Distribution Infrastructure Servitude/s required in order to protect the As-built Infrastructure. The Grantee will consult with the Registered Owner in order to settle the final dimensions and coordinates of the servitude routes, and procure the approval of such servitude diagram/s by the surveyor general. Upon approval of the relevant servitude diagram/s the Grantee shall procure that a notarial deed of servitude route determination (**Notarial Deed of Servitude Route Determination**) be prepared, executed and registered in conjunction with this Deed in order to finally determine and record the route/s and dimension/s of the Access Servitude/s and Electricity Distribution Infrastructure Servitude/s contemplated herein (**Servitude Area/s**) by reference to one or more registered, approved servitude diagram/s. The Servitude Areas referred to in this clause 13.4 shall be located substantially as depicted in the SDP and shall not exceed 15 metres in width or 225 square metres in area, unless agreed to the contrary between the Grantee and the Registered Owner in writing, and ministerial consent has been obtained pursuant to Section 6A of the Subdivision of Agriculture Land Act 70 of 1970 for a Servitude Area in excess of the threshold specifications referred to in the said Section 6A.

13.5 Prior to the Grantee proceeding with the construction of any portion of an Electricity Distribution Infrastructure Servitude or Access Servitude which is not indicated on the SDP, the Grantee shall present a drawing showing the proposed route on the Property of the relevant servitude over the Property, for agreement between the Registered Owner and the Grantee in writing.

(1) In selecting proposed routes, the Grantee shall endeavour, as far as reasonably possible, to follow existing roadways for both Access Servitude purposes and Electricity Distribution Infrastructure Servitude purposes (on the basis that underground lines and cables will follow roadways wherever possible), and generally to ensure that any servitude route chosen will be such that it is least disruptive to the day to day activities of the Registered Owner on those portions of the Property not falling within a Wind Farm Area (**Non-Wind Farm Areas**).

(2) Once the servitude route/s and coordinates have been finally determined by agreement between the Registered Owner and the Grantee (according to clause 13.2) (and failing such agreement, by the Expert on the basis contemplated above) a Notarial Deed of Servitude with final approved servitude diagram/s attached will be notarially executed and registered in a process analogous to that described in clause 13.4.

14 Successors and Assigns : Assignment

14.1 This Option shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives, and permitted assigns.

14.2 Any wind farm or Solar PV installation established on the Property (should all feasibility thresholds be met) will be constructed, financed and operated in the name of a Project Company established by the Grantee or any bidding consortium established for the purpose of submitting a bid under the relevant IPP RPP, and the Grantee may assign all or part of its interests in this Agreement to any other Project Company or Affiliate of the Grantee without the consent of the Registered Owner.

14.3 The Registered Owner specifically undertakes in favour of the Grantee that if it sells the Property to a third party it will procure that in any agreement of sale entered into for that purpose, the purchaser of the Property will be required to acknowledge the Grantee's rights under this Agreement in writing and bind itself to perform the obligations of the Registered Owner under this Agreement, to the extent required by the Grantee.

15 Confidentiality

15.1 The Registered Owner shall maintain in confidence all information contained in this Agreement and in particular, pertaining to the financial terms of or payments under this Option, the Grantee's site design, methods of construction or operation, power production or availability of Wind Power Infrastructure, Wind Study results and the like, whether disclosed by the Grantee or discovered by the Registered Owner.

15.2 Clause 15.1 does not apply to such information which (i) is in the public domain by reason of prior publication through no act or omission of the Registered Owner or its employees or agents, or (ii) was already known to the Registered Owner at the time of disclosure and which the Registered Owner is free to use or disclose without breach of any obligation to any person or entity.

15.3 The Registered Owner shall not publish or otherwise disclose such information to others except to accountants, lawyers, or other professionals who receive such information under an obligation of confidentiality; buyers of the Property; lenders that have a security interest in the Properly; or family members, all who receive such information under an obligation of confidentiality and agree to keep such information confidential.

15.4 The provisions of this clause 15 shall survive the termination or expiration of this Agreement.

16 Whole Agreement

16.1 This is the entire Agreement between the parties.

16.2 Neither party relies in entering into this Agreement upon any warranties, representations, disclosures or expressions of opinion which have not been incorporated into this Agreement as warranties or undertakings.

16.3 No variation, modification, or consensual cancellation of this Agreement shall be of any force or effect unless reduced to writing and signed by both parties.

17 Breach

Should any party (**the Defaulting Party**) commit a breach of any of the provisions hereof, then any of the other parties (**the Aggrieved Party**) shall be obliged to give the Defaulting Party 14 days written notice to remedy the breach. If the Defaulting Party fails to comply with such notice, the Aggrieved Party shall be entitled to cancel this Agreement against the Defaulting Party or to claim immediate payment and/or performance by the Defaulting Party of all of the Defaulting Party's obligations whether or not the due date for payment and/or performance shall have arrived, in either event without prejudice to the Aggrieved Party's rights to claim damages. The aforegoing is without prejudice to such other rights as the Aggrieved Party may have at law; provided always that, notwithstanding anything to the contrary contained in this Agreement, the Aggrieved Party shall not be entitled to cancel this Agreement for any breach by the Defaulting Party unless such breach is a material breach going to the root of this Agreement and is incapable of being remedied by a payment in money, or if it is capable of being remedied by a payment in money, the Defaulting Party fails to pay the amount concerned within 14 days after such amount has been determined.

18 Domicilia and notices

18.1 The parties choose as their domicilia citandi et executandi the address mentioned in clause 18.2 below, but such domicilium of either party may be changed by written notice from such party to the other party with effect from the date of receipt or deemed receipt by the latter of such notice.

18.2

(1) The Registered Owner:

8 Station Street,
Carnavon, 8925
Email: Vermeulen.charl@gemail.com
Phone: 083 430-5161

(2) The Grantee:
Mountain Forest Farm
Erf 384
Hoekwil
6538
Email: mrwolf@wkn-windcurrent.com

18.3 Any notice, demand or other communication properly addressed by either party to the other party at the latter's domicilia in terms hereof for the time being and sent by prepaid registered post or hand delivery shall be deemed to be received by the latter on the seventh business day following the date of posting thereof. This provision shall not be construed as precluding the utilisation of other means and methods (including telefacsimile) for the transmission or delivery of notices, demands and other communications, but no presumption of delivery shall arise if any such other means or method is used.

19 Co-operation and support

19.1 The Registered Owner undertakes to support the Grantee in the activities undertaken by it for the purposes of conducting the Wind Study contemplated in clause 9, and in seeking any consent or other regulatory approval that may be required from any competent authority for the purpose of establishing a wind farm on the Property.

19.2 The Registered Owner undertakes to sign any documentation furnished to it by the Grantee for the purpose envisaged in clause 19.1, and . so as to facilitate the Grantee obtaining the Necessary Approvals (and any other approvals or contractual arrangements with third parties that may be required for the establishment of Wind Farm/s or registration of any servitude), the Registered Owner by its signature hereto hereby irrevocably and in *rem suam* appoints the Grantee (with power of substitution) as the Registered Owner's attorney and agent to, in the Registered Owner's name and on the Registered Owner's behalf:

(1) conduct a rezoning application in respect of the Wind Farm Areas with a view to securing the land use zoning contemplated in clause **Error! Reference source not found.**;

(2) make application in the name of the Lessor for environmental consent pursuant to Section 24 of the NEMA to conduct Wind Farming Activities on the Wind Farm Areas and any other activities that may be requisite in the circumstances, including, without limitation, the conducting of an EIA in connection with securing of such environmental consent;

(3) (where applicable) make application to the Minister under the *Sub-division of Agricultural Land Act, 70 of 1970* on behalf of the Lessor for permission to register a Lease over the Wind Farm Areas or any servitude that may be required in terms of the *Sub-division of Agricultural Land Act, 70 of 1970*;

(4) contract with third parties (including, without limitation, the owners of properties adjoining the Property) for the acquisition of such servitude or other rights as may be required for the establishment and efficient functioning of the Wind Farm on the Wind Farm Areas, including oversailing rights for Wind Turbine blades; and

(5) generally do all such things in the name of the Registered Owner as may be requisite under the provisions of any law for the obtaining of all and any Necessary Approvals for the development, construction, financing and operation of a Wind Farm on the Wind Farm Areas,

provided that all costs of doing so shall be for the account of the Grantee, and that the Grantee indemnifies the Registered Owner and keeps the Registered Owner indemnified against all such costs and against any claims, losses or demands which the Registered Owner may suffer as a result of the Grantee taking any action on behalf of the Registered Owner pursuant to the powers and authority granted in terms of the foregoing.

19.3 The Registered Owner undertakes to use all reasonable endeavours to assist the Grantee in obtaining all Necessary Approvals (and to procure that its employees, contractors and agents also do so), and the Registered Owner will sign all documentation furnished to it by the Grantee for these purposes, without undue delay (and provided that the Registered Owner has had a reasonable period of time to review the documentation) when requested to do so.

19.4 The Registered Owner agrees to support the Grantee in any application that is made by the Grantee for purposes of development of the Property as a Wind Farm and undertakes to refrain from directly or indirectly opposing any application made by the Grantee for such purpose.

20 Right to terminate

The Grantee may at any time terminate this Agreement by giving not less than 3 (three) months written notice of such termination to the Registered Owner in which event, save for any rights that may have accrued as at that date, neither the Grantee or Registered Owner will have any rights against the other after such termination.

21 Registered Owner to provide copies of notices

If after the Effective Date the Registered Owner receives any requirement, notice, requisition or order at the instance of a local or public authority which is or may become prejudicial or a hindrance to the full exercise and enjoyment of the rights granted to the Grantee by this Agreement and to be granted to the Grantee by the long-term Lease contemplated herein, the Registered Owner shall forthwith provide a copy thereof to the Grantee.

22 Costs

Each party shall bear its own legal costs incurred in the negotiation, preparation and signature of this Agreement. All costs associated with the exercise of the Option by the Grantee as well as the notarial execution and registration of any Lease or Servitude Agreement, shall be borne and paid by the Grantee.

Signed at Carnarvon on the 29th day of July 2020

For and on behalf of
Bonnza Boerdery (Pty) Ltd

Sign: ______________________

Name: Charl Francois Vermeulen
Capacity: Authorised Signatory

Signed at Carnarvon on the 29th day of July 2020

For and on behalf of
WKN Windcurrent SA Proprietary Limited

Sign: ______________________

Name: **Alan Wolfromm**
Capacity: Authorised representative of the directors of the Grantee

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Annexure A

Draft Notarial Deed of Lease

CH aw

Annexure B

Draft Notarial Deed of Servitude (Access and Infrastructure)

CH
aw.

Annexure A

Notarial Deed of Lease

between

Bonnza Boerdery (Pty) Ltd

and

WKN Windcurrent SA Proprietary Limited

Contents

CFO· AW·

Protocol no.

Notarial Deed of Lease

Be it hereby made known

THAT on this the day of before me,

Notary Public by lawful authority, duly sworn and admitted to practise in the ...., residing at.............. and in the presence of the undersigned competent witnesses, personally came and appeared

[insert]
(Appearer)

on behalf of

> **Bonnza Boerdery (Pty) Ltd** registration Number **2001/028608/07** herein represented by Charl Francois Vermeulen (ID number 621207 5115 084) its successors-in-title or assigns

(Lessor)

the Appearer being duly authorised thereto under and by virtue of a Power of Attorney executed at **[insert]** on the day of **[insert]** day of **[insert]** and granted to her by the Lessor, the Lessor being duly authorised thereto by virtue of a resolution passed by the directors/trustees of *[*edit and insert as necessary]* the Lessor at **[insert]** on the **[insert]** day of **[insert]**;

and

[insert]
(Appearer)

on behalf of:

WKN Windcurrent SA Proprietary Limited
(Registration no. **2010/022616/07**)
a private company with limited liability incorporated in accordance with the laws of the Republic of South Africa its successors-in-title or assigns
(Lessee)

the Appearer being duly authorised thereto under and by virtue of a Power of Attorney executed at **[insert]** on the **[insert]** day of **[insert]**, and granted to her by the Lessee, the Lessee being duly authorised thereto by virtue of a resolution passed by the board of directors of the Lessee at **[insert]** on the **[insert]** day of **[insert]**;

which Powers of Attorney and certified copies of which resolutions now remain filed in my Protocol together with the minute hereof.

and the said Appearer declared that:

Whereas:

A The Lessor is the registered owner of the following property/ies, namely:-

Portion 3 of Farm 158 (Melton Wold) in extent 9130.17ha held by Title Deed T10026/2003 in the Ubuntu Local Municipality, Victoria West Division, Northern Cape.

(The Property)

B The Lessor intends to let and the lessee intends to hire from the Lessor defined portions of the Property for use as a Wind Farm on the basis contemplated in this Agreement.

C The consent of the Minister (**Ministerial Consent**) pursuant to the *Sub-division of Agricultural Land Act 70 of 1970* (**Sub-division Act**) has been obtained for the leasing of defined portions of the Property only, and for framing of Lease Diagrams to accommodate those portions of the Property (**Wind Farm Areas**) which the Lessee wishes to hire and the Lessor intends to let for Wind Farm purposes as described in E below;

D The Wind Farm Areas situated on the Property are described as follows:

(i) Lease Area No. 1 on **[farm]** depicted by the letters **[insert letters and extent)]** hectares as shown on Diagram SG No. **[*insert*]** approved by the Surveyor General on **[insert date]**, annexed hereto as **Appendix 1**;

(ii) Lease Area No. 2 [....]

[insert description of each Wind Farm Area as per each approved Lease Diagram]

[Lease Diagrams must be consecutively marked Appendix 1 ,Appendix2 etc.(and, where applicable, additional pages to an appendix must be marked Sub-Appendix/ces [1],[2], [3], etc]

E The parties wish to record their agreement in writing, execute the same before the Notary and register this Lease against the title deeds of the Property.

Now therefore it is agreed as follows:

1 Parties

The parties to this Agreement are the Lessor and the Lessee.

2 Definitions and interpretation

2.1 In this lease, except in a context indicating that some other meaning is intended:

(1) **Agreement** or **Lease** means this Notarial Deed of Lease;

(2) **Anemometer Sites** means those parts of the Property identified by the Lessor on which are to be erected anemometer masts, ie free-standing towers for measuring wind speed and direction;

(3) **Approvals Phase** means the period between the Commencement Date and the Closing Date during which it is contemplated that the Lessee will secure all Necessary Approvals which are still outstanding as at the Commencement Date;

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(4) **Business Day** means any day of the week, excluding Sundays and gazetted public holidays in South Africa;

(5) **Capacity** means in respect of a Wind Turbine or the Wind Farm, as the case may be, at any time and from time to time, the output capacity expressed in megawatts (**MW**) of the Wind Turbine or Wind Farm, as the case may be, to generate and provide energy;

(6) **Charges** means levies, taxes, fees or other amounts payable by the Lessor to any authority having jurisdiction over the Property that arise from the ownership and use of the Property;

(7) **Closing Date** means the date following the Commencement Date on which all conditions precedent under the Funding Documents as imposed by the Lessee's Funder have been fulfilled or (if capable of waiver) waived by the party/ies entitled thereto and with effect from which the funding required by the Lessee for construction of the Wind Farm becomes available;

(8) **Commencement Date** means the date of notarial execution of this Agreement by the Lessor and Lessee before the Notary;

(9) **Commissioned Wind Turbine** means a Wind Turbine that has been constructed and commissioned in the sense of having become fully operational, capable of generating electricity and has at some point commenced channelling electricity into the collection and transmission grid of the relevant Wind Farm for sale to third parties by the Lessee, even if it is temporarily out of operation. In addition the Commissioned Wind Turbine shall not have been permanently decommissioned or removed;

(10) **Commissioning Date** means the commercial operation date of the Wind Farm being the first Business Day starting at 00:00 hrs following the day upon which the Lessee provides a notice of commencement to the buyer of energy generated or to be generated by the Lessee's Wind Farm, which notice meets the requirements applying to such a notice in the power purchase agreement for energy (including, but not limited to, the requirements that approvals for the operation of the Wind Farm have been obtained by the Lessee, project agreements relating to the Wind Farm have been entered into and are in full force and effect, and the Wind Farm has been commissioned successfully);

(11) **Construction Areas** means those parts of the Property which the Lessee reasonably requires to occupy for purposes of constructing the Wind Power Facilities on a short-term basis and consisting of the Lay-down Area for Wind Turbine components and contractor's site office as referred to in the SDP – which areas are required on a temporary basis and are not categorised as Wind Farm Areas intended for permanent inclusion in this Lease;

(12) **Construction Commencement Date** means the date within the Construction Phase upon which the party undertaking the engineering, procurement and construction (**EPC**) work for the Wind Farm commences the earthworks under such EPC contract;

(13) **Construction Phase** means the period between the Construction Commencement Date and the Commissioning Date, during which period the Lessee shall construct and equip the Wind Farm on the Wind Farm Areas;

(14) **CPI** means the consumer price index for all Urban Areas (utilising Classification of Individual Consumption by Purpose) as published by Statistics South Africa or any replacement index developed by statistics South Africa, from time to time;

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(15) **Direct Agreement** means an agreement between the Lessor and the Lessee and any Funder on such terms as are reasonably required by the Lessee and/or the Funder to facilitate the obtaining of loan funding as contemplated in clause 18.2(9);

(16) **Electricity Battery Storage System Site** means a site of up to 1 Hectare in extent identified for the purpose of accommodating an electricity battery storage system (including such other facilities such as toilet, washroom facilities and associated drainage facilities as may be required in relation to any structure erected for the purpose of housing the electricity battery storage system,or part thereof) of such type, size and construction as the Lessee may reasonably require (or as may be reasonably required by the Network Operator);

(17) **Electric Cables and Wires** means:

(a) the electric cables and wires;

(b) telecommunications, data transmission and other cables related to the Wind Power Facilities;

(c) all associated apparatus, lines, poles and stays, pylons, insulators and associated guards and wires and all other plant and equipment making up or supporting said cables and lines, supports, all control cables and all connections, cable markers, cable terminals, drains, culverts, inspection hatches, jointing bays and other underground works;

(d) all associated earthing systems;

laid or erected or to be laid or erected by the Lessee pursuant to this Lease on the Property or the Wind Farm Areas, and where applicable, as depicted on any Lease Diagram, servitude diagram or other diagram pertaining to the Property, or along such alternative and/or additional routes as the Lessor may approve (such approval not to be unreasonably withheld or delayed);

(18) **Electricity Sub-station Site** means a site identified for the purpose of erection of an electricity sub-station (including such other facilities such as toilet, washroom facilities and associated drainage facilities as may be required in relation to the electricity sub-station) of such type, size and construction as the Lessee may reasonably require (or as may be reasonably required by the Network Operator);

(19) **Electricity Infrastructure** means any asset of the Lessee as contemplated in Section 23 of the *Electricity Regulation Act, 4 of 2006*, that is lawfully constructed, erected, used, placed, installed or affixed to the Property or the Wind Farm Areas in connection with provision of the Wind Power Facilities, and which, notwithstanding the fact that such asset may be of a fixed or permanent nature, remains the property of the Lessee, and does not accede to the Property or Wind Farm Areas;

(20) **EPC Contract** means a contract for the engineering, procurement and construction of the major electricity generating equipment required for the Wind Farm;

(21) **Execution Date** means the date on which this Lease is notarially executed;

(22) **Existing Access Roads** means the roads presently existing on the Property or on adjoining properties over which the Lessor enjoys a right of way (including, without prejudice to the foregoing, by way of registered or unregistered servitudes having been constituted in the Lessor's favour) and including all bridges, cattle grids, culverts, drains, ditches, walls, fences and the like associated therewith. The Lessee shall be entitled at its own cost to upgrade Existing Access Roads to the extent required by the Lessee. Maintenance of and repairs to Existing Access Roads during the Construction Phase shall be for the sole account of the Lessee, and during the

Operating Phase the Lessee shall at its own cost repair any damage or provide maintenance necessitated by activities linked to the operation of the Wind Farm. Save as aforesaid, the Lessor bears the obligation of maintaining Existing Access Roads;

(23) **Force Majeure** means, fire, earthquake, flood, tornado, or other acts of God and natural disasters; strikes or labour disputes; war, civil strife or other violence; any law, order proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility; or any other act or condition (without limitation) beyond the reasonable control of a party;

(24) **Funder** means the lender under one or more loan agreements which the Lessee intends concluding with a view to securing a proportion of the funding required for the Wind Power Facilities;

(25) **Funding Documents** means any and all loan agreements, other ancillary agreements and documents of security entered into by the Lessee relating to, among other things, the financing of the Wind Farm and/or the development thereof as provided by any Funder, including but not limited to any modifications, supplements, extensions, renewals and replacements of any such financing or refinancing;

(26) **Gross Revenues** means the aggregate total revenue actually received by the Lessee, during the applicable period of time, from the sale, to the purchaser of the electricity, of electrical energy and capacity generated and sold from the Wind Power Facilities. The Lessor understands and acknowledges that the amount of electricity generated by and metered at the Wind Turbines will not equal the amount of electricity actually metered and sold at the utility interconnection point (transmission substation's busbar) since it will not include electrical losses related to (a) the parasitic loads of each of the Wind Turbines and (b) the line losses inherent in the power collection system, the transmission lines and the related transformers, switches and circuit breakers. For purposes hereof, the term **Gross Revenues** shall, without limitation, not include revenues received:

(a) from the sale of renewable energy certificates or other environmental attributes associated with the sale of each unit of wind powered electricity from the Wind Turbines then located on the Property;

(b) from the sale, lease, sublease, assignment, transfer or other disposition of Improvements or any other of the Lessee's Improvements, trade fixtures or chattel (or any interest therein);

(c) from the sale, lease, sublease, assignment, transfer or other disposition of an interest in the Lessee;

(d) from sales of electrical energy produced by Wind Turbines not located on the Property;

(e) from any rental or other payment received by the Lessee in exchange for the Lessee's assigning, subleasing, mortgaging or otherwise transferring all or any interest of the Lessee in this Lease;

(f) from any sale, modification or termination under a power purchase contract;

(g) from parasitic or other losses (ie electrical energy used to power Improvements or operations of the Lessee, or lost in the course of transforming, shaping, transporting or delivering the electricity);

(h) from sales of electrical energy for which payment is not received (including because of a default by the purchaser thereof);

(i) as reimbursement or compensation for wheeling costs or other electricity transmission or delivery costs; or

(j) from production tax credits, other tax benefits and credits, or any reimbursement thereof received by the Lessee in connection with any Wind Power Facilities.

Except as provided above in this section, Gross Revenues shall be calculated without offset for any costs of producing, gathering, storing, transporting, marketing or otherwise making electricity ready for sale. By way of clarification it is recorded that the Lessee will upon the Lessor's request make available to the Lessor copies of any documentation relating to the energy yield of electricity generated on the Wind Farm Areas, as delivered to the National Energy Regulator (**NERSA**) or is issued by or to the purchaser of electricity generated by the Wind Power Facilities, from time to time, for the purpose of verification of the calculation of Gross Revenues.

(27) **Improvements** means the buildings, installations, fences, irrigation works, structures, dams and roads, together with any integral machinery, which form part of the aforegoing on the Property, but excluding any Electricity Infrastructure;

(28) **Installed Capacity** means the aggregate Nameplate Capacity of Wind Turbines installed on the Wind Farm Areas in accordance with the SDP;

(29) **Lease Diagram** means a cadastral diagram of a piece of the Property or a Wind Farm Area which has been framed by a land surveyor and approved by the Surveyor General in accordance with applicable law;

(30) **Lease Period** means the period for which this lease subsists, including any period for which it is renewed;

(31) **Lease Year** means the 12-month period commencing on the Commissioning Date, and each successive 12-month period thereafter during the Term.

(32)

(33) **Leasehold Mortgage** means any mortgage encumbering this Lease as contemplated in clause 18;

(34) **month** means a calendar month, and more specifically -

(a) in reference to a number of months from a specific date, a calendar month commencing on that date or the same date of any subsequent month; and

(b) in any other context, a month of the calendar, that is, one of the 12 months of the calendar, and "monthly" has the corresponding meaning;

(35) **Nameplate Capacity** means the Capacity ascribed to a Wind Turbine by its manufacturer;

(36) **Necessary Approvals** means the approvals contemplated in clause 6.2;

(37) **Necessary Approvals Phase** means the period of this Lease between the Commencement Date and the Construction Commencement Date during which it is contemplated that the Lessee will secure all Necessary Approvals as referred to in clause 6.2 hereof which are not already in place;

(38) **Network Operator** means the owner and/or operator of the electricity distribution network pursuant to which the electricity generated by the Wind Power Facilities is to be transmitted from the Wind Farm Areas;

(39) **New Access Roads** means those areas of the Property on which roads are to be constructed by the Lessee as well as the roads constructed thereon together with all ancillary works including, without limitation, all passing places, bridges, cattle grids, culverts, drains, ditches, walls, fences and the like associated therewith. The Lessee bears the obligation of constructing and maintaining the New Access Roads at its own cost, without there being any obligation on the Lessor in this regard;

(40) **Non-Wind Farm Areas** means those areas of the Property that are not Wind Farm Areas;

(41) **Operating Phase** means the period contemplated in clause 9 of this Agreement when electricity generated by the Wind Power Facilities is sold pursuant to the license to be issued to the Lessee and the power purchase agreement to be entered into by the Lessee, pursuant to the provisions of the REIPPP;

(42) **Pre-emptive Right** means any expansion, extension, purchase, or renewal option; right of first refusal or first offer; or other pre-emptive right this Lease gives the Lessee;

(43) **Property** means the entire property described in preamble A to this Agreement;

(44) **REIPPP** means the Request for Qualification and Proposals for New Generation Capacity under the IPP Procurement Programme issued by the Department of Energy of the Government of South Africa dated 3 August 2011 (as amended) (issued under reference DOE/001/2011/2012) or any successor programme;

(45) **Resolutive Condition** means the resolutive condition referred to in clause 6.5;

(46) **SDP** means the Lessee's site development plan showing layout of proposed Wind Power Facilities, Construction Areas, Existing Access Roads and New Access Roads on the Property which is subject to final variation taking into account minor changes due to any micro-siting exercise to be undertaken by the Lessee in the light of technical or other requirements identified by the Lessee and or the requirements of competent authorities having jurisdiction over the Property and arising out of, for example (and without limitation) the environmental authorisation obtained by the Lessee in respect of the Property, any application for rezoning or consent use, the requirements of the minister pursuant to any application for ministerial consent under the *Sub-division of Agricultural Land 70 of 1970 Act* (as contemplated in clause 6.2(3) below), Civil Aviation Authority clearance and any water use license granted to the Lessee under the *National Water Act 36 of 1998*. A copy of the SDP which is current as at the date of notarial execution of this Lease is annexed hereto marked Appendix **[4]**;

(47) **Servitude Agreement** means the Notarial Deed/s of Servitude concluded or to be concluded between the Lessor (as grantor) and the Lessee (as grantee) in respect of the servitude rights granted over the Property, for use by the Lessee in conjunction with the Wind Farm Areas, and which are registered against the title deeds of the Property simultaneously with the registration of this Lease;

(48) **Term** means the term of this Lease;

(49) **Termination Date** means the end of the month in which the 25th anniversary of the Closing Date falls, and if this Lease is renewed, means the end of the month in which the 50th anniversary thereof falls;

(50) **Turbine Sites** means those parts of the Property which are identified by the Lessee as sites upon which Wind Turbines and any auxiliary structures (such as transformer boxes) or auxiliary Electricity Infrastructure will be erected;

(51) **Wind Farm** means a property on which Wind Power Facilities are established for purposes of generating electricity for sale to third parties;

(52) **Wind Farm Areas** means those portions of the Property for which Lease Diagrams have been framed and approved, as listed in Preamble D and constituting:

(a) the Turbine Sites;

(b) the Electricity Sub-station Site (where applicable);

(c) the Electricity Battery Storage System Site (where applicable);and

(d) the Anemometer Sites (where applicable);

substantially as depicted or referenced on the Lessee's SDP;

(53) **Wind Farming Activities** means any activities entailed in generating electricity by using Wind Turbines and Electricity Infrastructure situated on the Property or the Wind Farm Areas;

(54) **Wind Power Facilities** means all electric plant and related physical structures (including, without limitation, Wind Turbines) used for the production or generation of electricity, including all electric plant used to interconnect the production or generation plant with the relevant electricity distribution network;

(55) **Wind Turbine** means a turbine generator erected upon one of the Wind Farm Areas by the Lessee, together with all accessories and appurtenances necessary for the generation of electricity by wind and for the erection of the turbine itself including, without limitation, crane hardstanding/s at such location/s on the Property or Wind Farm Areas as may be requisite (in the reasonable discretion of the Lessee);

(56) **year** means a period of 12 consecutive months, and "yearly" refers to a year commencing on the date on which this lease comes into operation or any anniversary of that date;

(57) references to notices, statements and other communications by or from the Lessor include notices by or from the Lessor's agent;

(58) expressions in the singular also denote the plural, and vice versa;

(59) words and phrases denoting natural persons refer also to juristic persons, and vice versa; and

(60) pronouns of any gender include the corresponding pronouns of the other gender.

2.2 Any provision of this lease imposing a restraint, prohibition or restriction on the Lessee shall be so construed that the Lessee is not only bound to comply therewith but is also obliged to procure that the same restraint, prohibition or restriction is observed by everybody occupying or entering the Property or any Wind Farm Area through, under, by arrangement with, or at the invitation of, the Lessee, including (without limiting the generality of this provision) the family, guests and employees of the Lessee and any independent contractors or workers engaged by the Lessee.

2.3 Clause headings appear in this lease for purposes of reference only and shall not influence the proper interpretation of the subject matter.

2.4 This lease shall be interpreted and applied in accordance with South African law.

3 Letting and hiring

The Lessor lets and the Lessee hires the Wind Farm Areas on the terms of this Agreement.

4 Use of the Wind Farm Areas

4.1 The Lessor hereby leases the Wind Farm Areas for the purpose of establishing thereon and conducting the business of a Wind Farm, and including, without limitation, the right to use the Wind Farm Areas for:

(1) the erection of anemometer masts;

(2) taking soil samples;

(3) conducting environmental, noise and wildlife studies;

(4) the construction and operation of a facility for the conversion of wind energy into electrical energy using the Wind Power Facilities.

4.2 In connection with such use, the Lessee shall have the right to construct and place on the Wind Farm Areas, and to operate:

(1) one or more Wind Turbines;

(2) foundations, concrete pads and footings;

(3) guy wires, support fixtures, anchors and fences;

(4) the associated Electric Cables and Wires and related surface and subsurface equipment;

(5) collection and transmission grid;

(6) power conditioning equipment;

(7) electrical transformers and energystorage (including electricity battery storage systems) facilities;

(8) electrical transformers, electric distribution and transmission towers and Electric Cables and Wires either above ground or underground;

(9) substations or switching facilities for the purpose of connecting to the transmission grid;

(10) telecommunications equipment;

(11) facilities needed for construction and maintenance purposes including storage of related equipment;

(12) such other related facilities, equipment and improvements as may be required, in the sole determination of the Lessee, for the purpose of conducting the business of a Wind Farm;

(13) (collectively, the **Wind Power Facilities**).

4.3 The Lessee shall at all times retain the exclusive right of use and enjoyment of the Wind Power Facilities and, to the extent that any portion of the Wind Power Facilities is classified as Electricity Infrastructure, full ownership thereof shall be retained by the Lessee. The Lessee shall have the right of ingress to and egress from the Wind Power Facilities over and across the Property and, if necessary, over and across any adjacent property owned by the Lessor, by means of Existing Roads or by routes which the Lessee or the Lessor may construct, whether located on the Property or elsewhere.

4.4 Except for the Wind Power Facilities (which the Lessee shall at its own expense be obliged to repair and maintain and be responsible for from a health and safety perspective), and any maintenance obligations inherent in the definitions "Existing Access Roads" and "New Access Roads" for which the Lessee is responsible, the Lessor shall be responsible at its own expense for the repair and maintenance of and any safety measures which are reasonably required to be implemented on the Non-Wind Farm Areas.

4.5 Notwithstanding any of the foregoing provisions of this clause 4, in the event that the use by the Lessee of the Property or of the Wind Power Facilities results in damage to the Lessor's farming Improvements such as fencing and water pipes, the Lessee will be obliged at its own expense to repair (and where necessary, replace) the same without delay, with a view to causing minimum interference with the farming operations of the Lessor on the Non-Wind Farm Areas.

5 Duration

5.1 This Lease shall be binding on the Lessor and Lessee and comes into effect on the Commencement Date and shall terminate on the Termination Date unless it lapses or is otherwise validly terminated before then in accordance with the provisions of this Agreement.

5.2 Renewal

Subject to any approval required by law for such renewal having been obtained beforehand, the Lessee shall have an option to renew this Lease, on the same terms and conditions for a further period of up to 25 years, save for the rental which will be:

(1) if there are Wind Power Facilities in existence and generating power on the Wind Farm Areas as of the date that the renewal period commences, the renewal rental shall be that rental payable to the Lessor pursuant to clause 0 hereof, immediately prior to the commencement of the renewal period; or

(2) if there are no Wind Power Facilities in existence and generating power on the Wind Farm Areas as at the date that the renewal period commences, the renewal rental shall be agreed between the parties within 30 Business Days of the Lessee giving notice of exercise of the option to renew, or, if no agreement can be reached within 30 Business Days, at a market related rental determined by a professional valuer with not less than 10 years relevant experience (acting as an expert and not as an arbitrator) and whose appointment shall be agreed upon by the parties within three Business Days and failing such agreement, shall be appointed by the chairperson for the time being of the SA Institute of Valuers or its successor in function. The aforesaid option shall be exercised by notice in writing by the Lessee to the Lessor to reach the Lessor not less than six months prior to the Termination Date of the initial period of this Lease.

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6 Necessary Approvals Phase

6.1 During the Necessary Approvals Phase this Lease shall be binding as between the Lessor and the Lessee and the Lessee shall be given the opportunity of securing the Necessary Approvals with the assistance (insofar as it may be required) of the Lessor in accordance with the provisions of this Agreement.

6.2 The approvals that the Lessee intends to obtain (for the avoidance of doubt, the Lessee shall be under no obligation towards the Lessor to obtain such Necessary Approvals) are the following:

(1) written approval of a rezoning application, split or spot zoning application, consent use application or other form of land use authorisation that the Lessee may be advised to apply for to the relevant town planning authorities having jurisdiction over the Property for such land use rights as will permit Wind Farming Activities to be conducted thereon;

(2) the granting of an environmental consent pursuant to Section 24 of the *National Environmental Management Act, 107 of 1998* (**NEMA**) together with a favourable Record of Decision (**RoD**) having been issued in respect of any Environmental Impact Assessment (**EIA**) which the relevant competent authority might require the Lessor to conduct pursuant to its application for environmental consent under Section 24 of the NEMA;

(3) the framing of and approval of Lease Diagrams in respect of the Wind Farm Areas so as to enable this Lease to be registered exclusively over the Wind Farm Areas and approval of any servitude diagram that may be registered as contemplated in clause 21.4;

(4) written approval of the Minister under the *Sub-division of Agricultural Land Act, 70 of 1970* in relation to the framing and approval of Lease Diagram/s or, where applicable, servitude diagram/s;

(5) any other approval or consent contemplated or required for submission of a compliant bid under the REIPPP in order to obtain for the Lessee an electricity generation license and a power purchase agreement as contemplated in the REIPPP, in respect of the Wind Power Facilities to be established on the Property or Wind Farm Areas;

(6) Civil Aviation Authority approval for construction of the Wind Farm, any Water Use License the Lessee may require under the provisions of the National Water Act, 36 of 1998 and any other consent or permit that the Lessee may require for Wind Farm approval;

(7) the consent of the Minister of Mineral Resources pursuant to Section 53 of the Mineral and Petroleum Resources Development Act, 2008 (**MPRDA**) to use the Property or Wind Farm Areas as a Wind Farm;

(8) approval of a grid connection authorisation in favour of the Lessee pursuant to the SA Grid Code in respect of the Wind Power Facilities to be established on the Wind Farm Areas and conclusion of an agreement with Eskom in this regard;

(9) approval of loan funding from the Funder for establishment of the Wind Power Facilities on the Wind Farm Areas, using this Lease as security.

6.3 As soon as the Lessee has received all of the Necessary Approvals it shall notify the Lessor thereof in writing.

6.4 It is recorded that the obtaining of each Necessary Approval is not a suspensive condition of this Agreement, and that such conditions are imposed for the benefit of the Lessee only, who may, in its entire discretion, at any time in writing waive the benefit of any one or more of such conditions which shall after such waiver fall away and cease to exist as a condition of this agreement. The Lessor shall in any event not be entitled to invoke the failure by the Lessee to secure a waived Necessary Approval as a reason for contending that this Agreement has lapsed or that it has not become effective.

6.5 Notwithstanding that this Lease shall have become valid and binding on the Commencement Date, it is subject to the resolutive condition that if any consent referred to in clause 6.2 which the Lessee has not waived in writing, is still outstanding on the sixth anniversary of the Commencement Date, this Lease shall automatically lapse and cease to be of any further force or effect and, save for any accrued rights or obligations arising before such date, neither party shall have any claim against the other arising out of such lapsing.

7 Power of Attorney and undertaking to assist

7.1 So as to facilitate the Lessee obtaining the Necessary Approvals (and any other approvals or contractual arrangements with third parties that may be required for the establishment of Wind Farm/s), the Lessor by its signature hereto hereby irrevocably and in *rem suam* appoints the Lessee (with power of substitution) as the Lessor's attorney and agent to, in the Lessor's name and on the Lessor's behalf:

(1) conduct a rezoning application in respect of the Wind Farm Areas with a view to securing the land use zoning contemplated in clause 6.2(1);

(2) make application in the name of the Lessor for environmental consent pursuant to Section 24 of the NEMA to conduct Wind Farming Activities on the Wind Farm Areas and any other activities that may be requisite in the circumstances, including, without limitation, the conducting of an EIA in connection with securing of such environmental consent;

(3) (where applicable) make application to the Minister under the *Sub-division of Agricultural Land Act, 70 of 1970* on behalf of the Lessor for permission to register a Lease over the Wind Farm Areas in terms of the *Sub-division of Agricultural Land Act, 70 of 1970*;

(4) contract with third parties (including, without limitation, the owners of properties adjoining the Property) for the acquisition of such servitude or other rights as may be required for the establishment and efficient functioning of the Wind Farm on the Wind Farm Areas, including oversailing rights for Wind Turbine blades; and

(5) generally do all such things in the name of the Lessor as may be requisite under the provisions of any law for the obtaining of all and any Necessary Approvals for the development, construction, financing and operation of a Wind Farm on the Wind Farm Areas, pursuant to this Lease;

provided that all costs of doing so shall be for the account of the Lessee, and that the Lessee indemnifies the Lessor and keeps the Lessor indemnified against all such costs and against any claims, losses or demands which the Lessor may suffer as a result of the Lessee taking any action on behalf of the Lessor pursuant to the powers and authority granted in terms of the foregoing.

7.2 The Lessor undertakes to use all reasonable endeavours to assist the Lessee in obtaining all Necessary Approvals (and to procure that its employees, contractors and agents also do so), and the Lessor will sign all documentation furnished to it by the Lessee for these purposes, without undue delay (and provided that the Lessor has had a reasonable period of time to review the documentation) when requested to do so.

8 Construction Phase

8.1 The Construction Phase of this Lease commences on the Closing Date and terminates on the Commissioning Date.

8.2 During this phase the Lessee shall procure construction of the Wind Power Facilities.

9 Operating Phase

The Operating Phase of this Lease commences on the Commissioning Date and ends on the Termination Date, as defined.

10 Lessee's right to terminate

10.1 Notwithstanding that this Lease shall have become valid and binding on the Commencement Date and all Resolutive Conditions shall have been fulfilled or waived by the Closing Date, the Lessee may at any time (and whether during the Necessary Approvals Phase, Construction Phase or Operating Phase) give not less than 3 months written notice of the termination of this Lease (or in relation to any Wind Farm Area) to the Lessor for any reason deemed sufficient by the Lessee (in its sole discretion).

10.2 If the Lessee has terminated this Lease in accordance with the provisions of clause 10.1, it shall cease and terminate without prejudice to any rights or remedies which may then have accrued to either party against the other in respect of any antecedent breach of any of the terms or conditions contained in this Agreement.

11 Rent

11.1 Necessary Approvals Phase: The rental payable by the Lessee to the Lessor in terms of this Lease during the Necessary Approvals Phase shall be R10 000 per annum excluding VAT, or (if annual option fees have been payable to the Lessor under an Option Agreement which terminates upon the Commencement Date) an amount equivalent to such annual option fee as at the date of exercise of the relevant option – whichever is the greater, which rental shall be paid in cash annually in arrears commencing one year after the Commencement Date and thereafter on every anniversary of the Commencement Date until the Construction Commencement Date, provided that such rental shall be pro-rated for any portion of the Approvals Phase which is less than a year. The rental aforementioned shall escalate by CPI on the first anniversary of the Commencement Date and on every anniversary of that date, until the Closing Date.

11.2 Construction Phase: The rental payable during the Construction Phase shall be calculated on the basis of R5 000 per MW of the Installed Capacity on the Wind Farm Areas, excluding VAT which shall be paid in cash within 14 days of commencement of construction on the property of Lessor.

11.3 Operating Phase: In respect of the Operating Phase, the Lessee shall annually in arrears pay to the Lessor an annual rental payment for the Wind Farm Areas equal to 1,2% (one comma two percent) of Gross Revenues received by the Lessee from the sale of electricity generated (actual production in kWh, as measured at the official energy meter of the Network Operator) and apportioned to the Lessor in accordance with the proportion that the Installed Capacity of the Wind Power Facilities situated only on the Wind Farm Areas on the Property, constitute relative to the Installed Capacity of all Wind Power Facilities comprised in the entire Wind Farm (where there are more properties comprised in the Wind Farm than only the Wind Farm Areas on the Property e.g. in relation to a Wind Farm with 150 MW total Installed Capacity attributable to all Wind Power Facilities thereon, if 50 MW thereof is situated on the Wind Farm Areas situated on the Property – the Lessor's proportionate share of Gross Revenues for purposes of calculation shall be 50MW/150MW = 1/3 of Gross Revenues of the entire Wind Farm. The Lessee shall pay rent for each Lease Year within 45 days after the end of each Lease Year but in every Lease Year (commencing on the last day of the third month following the Commissioning Date and every three months thereafter), will make quarterly advance payments of R5 000 excluding VAT per installed Wind Turbine situated on the Wind Farm Areas (**Advance Payments**), to the Lessor on the basis that the aggregate of such quarterly Advance Payments made in any Lease Year will, at the end of such Lease Year, be set-off against the rental calculated as falling due to the Lessor at the end of the Lease Year. The quantum of the quarterly Advance Payments shall escalate with effect from the first anniversary of the first quarterly Advance Payment made and on every subsequent anniversary thereof, by CPI. The liability to pay rent shall end on the last day of the Term or upon physical removal of the Wind Power Facilities in accordance with clause 12. The Lessor agrees that rent includes compensation for any part of the Wind Power Facilities or Electricity Infrastructure constructed by the Lessee on the Property or Wind Farm Areas, as the case may be. Notwithstanding the foregoing (and in relation to any Electricity Sub-station Site or Electricity Battery Storage System Site which is situated on the Property or Wind Farm Areas, as the case may be), the Lessor shall be entitled to receive;(1)*Electricity Substation* - an additional once-off rental (or in the discretion of the Lessee, a servitude) payment of R200 000 excluding VAT payable immediately on the date that construction of the sub-station has been completed and it has been energised. The Electricity Sub-station Site shall not exceed one hectare in extent and will accommodate the sub-station constructed by the Lessee on the Property or Wind Farm Areas, as the case may be, to be used by the Network Operator for the connection of the medium-voltage to the high voltage (i.e. more than 130 kV) power line;and (2)*Electricity Battery Storage System Site*-an additional once-off rental (or in the discretion of the Lessee, a servitude) payment of R100 000 excluding VAT payable immediately on the date that construction of the Electricity Battery Storage System Site has been completed and it is ready for occupation. The Electricity Sub-station Site shall not exceed one hectare in extent .

12 Removal of Wind Power Facilities

The Lessor shall have no ownership or other interest in any Wind Power Facilities installed on the Property, and the Lessee shall have the right, at any time and in its sole discretion, to remove one or more Turbines or other Wind Power Facilities. If the Lessee removes a Turbine, the Lessor acknowledges that it may result in a corresponding reduction in the rent in respect of which the Lessor shall have no claim against the Lessee. The Lessor expressly waives any statutory or common law landlord's lien to which the Lessor might be entitled in respect of the Wind Farm Areas or Wind Power Facilities. In the event that the Lessee removes any portion of the Wind Power Facilities, that portion shall be removed to a depth of 100 cm below the natural surrounding grade.

13 Insurance and limitation of liability

13.1 Neither Party shall be liable for any indirect or consequential damages that may arise or be claimable under this agreement by either party.

13.2 The Lessee shall be obliged to take out and maintain, at its own cost, a public liability insurance policy to provide indemnity of no less than **[R30 million (thirty million Rand)]** per claim (indexed at CPI and increased accordingly on an annual basis), in respect of all claims which may be made against the Lessee arising out of the activities carried on by the Lessee pursuant to this Lease. The Lessee shall provide certificates of the insurance coverage to the Lessor at the Lessor's written request.

13.3 The Lessee indemnifies the Lessor against any loss, damage or injury to the Non-Wind Farm Areas and associated Improvements and any claims, proceedings or actions (including reasonable attorney fees and disbursements) made or brought against the Lessor in respect of the Property and associated Improvements or any person using the same, where these arise as a result of the Lessee's negligence (or the negligence of the Lessee's employees, contractors or agents), whether gross or an intentional act or omission, but subject to the maximum of the liability insurance cover held by the Lessee, at the relevant time. Save as aforesaid, this indemnity does not cover losses of rent, business opportunities, crop production, profits and the like that may result from the Lessor's loss of use of the Property..

13.4 The Lessor indemnifies the Lessee against any loss, damage or injury to the Wind Farm Areas or the Wind Power Facilities and any claims, proceedings or actions (including reasonable attorney fees and disbursements) made or brought against the Lessee in respect of the Wind Farm Areas, the Wind Power Facilities or any person affected by them where these arise as a result of the Lessor's negligence (or negligence of the Lessor's employees, contractors or agents), whether gross or an intentional act or omission.

14 Utilities and Property rates and taxes

14.1 The Lessee shall be responsible for the cost of establishing any connections for utilities (water and electricity) to be used by it on the Wind Farm Areas, , as well as the cost of all utilities consumed. The Lessee will be responsible for the cost of establishing any metering equipment required to determine the amount of such utilities used and shall promptly, within the relevant billing periods determined by the entity supplying the relevant utilities, make payment of all utilities consumed. Should the Lessee fail to effect payment on due date, the Lessor shall be entitled to effect such payment and to recover the same from the Lessee together with penalty interest at the overdraft rate charged by the Lessor's bankers from time to time, plus 2%.

14.2 The Lessee shall pay any increase in the real property taxes on the Property which is directly attributable to the installation of the Wind Power Facilities on the Wind Farm Areas. The Lessee shall not be liable for any taxes or assessments of any type levied or assessed against the Property; provided, however, that the Lessee shall pay, during the Term, any increase in *ad valorem* real property taxes attributable to the Lessee's installation of the Wind Power Facilities. To receive reimbursement under this section, the Lessor must submit the tax bill to the Lessee, together with documentation showing the Lessee's liability for the increase in *ad valorem* taxes, within 3 months of the Lessor receiving the bill from the taxing authority and at least 10 days prior to the due date. The parties agree to fully cooperate to obtain any available tax refunds or tax abatements.

15 Lessee's representations, warranties and covenants

15.1 *Finalisation of site development plan*: Prior to the Lessee's construction of the Wind Power Facilities, the Lessee shall consult with the Lessor in the course of finalising the Lessee's site development plan (**SDP**) in respect of the Wind Power Facilities. The purpose of such consultation is to reach mutual agreement regarding the layout of the Electricity Infrastructure and the Access Servitude/s and in this regard the Lessor shall respect decisions taken by the Lessee having an underlying technical justification and shall not withhold its consent to sign-off on the SDP, except if the layout interferes unreasonably with the Lessor's normal use of the Property and it can be demonstrated that, objectively considered, there are alternatives available which would minimise the impact of such interference if employed by the Lessee Any dispute in this regard which cannot be amicably resolved within ten days of the dispute arising, will be resolved by a suitably qualified expert (**Expert**) appointed by the parties jointly (and in the event of them failing to make such appointment within 48 hours, nominated by the Chairman for the time being of the South African Wind Energy Association or its successor-in-function) which expert shall act as an expert and not as an arbitrator, and whose decision shall be final and binding upon the parties. The Expert shall be a suitably qualified independent person having applicable training and skills, such as an attorney or advocate or professional town and regional planner with not less than 10 years' experience in private practice, and who may for this purpose engage the services of a suitably qualified and independent person with expert technical knowledge of aspects of wind farm design, to assist him in technical evaluation of the competing viewpoints of the parties, before he makes his determination. Any costs incurred in this regard (including the costs of engaging a wind farm technical expert as contemplated above) shall be borne by the Lessee. In making his determination, the Expert shall take into account the requirements of any competent authority having jurisdiction over the proposed Wind Farm Project as contemplated in clause 6.2 of the Lease as well as any stipulation contained in the relevant REIPPP and no more than one set of written representations made by each of the Lessor and the Lessee, and shall endeavour to balance the reasonable competing requirements of the Lessor and the Lessee arising out of the principle that the route of the relevant servitude should restrict the Lessor's normal use of the Property as little as possible whilst at the same time affording the Lessee the rights contemplated in clause 21.1 of the Lease in a practical and effective manner in order that the Lessee may effectively conduct the business of a Wind Farm.

15.2 The Lessee will obtain the Lessor's approval as to removal of excavated materials from and disposition of excavated materials on the Property. All topsoil will be reserved and replaced on the Lease Areas unless otherwise agreed in advance by the parties. The Lessor shall not unreasonably withhold or delay any required approvals.

15.3 *Requirements of applicable law and Governmental Agencies*: The Lessee shall comply in all material respects with laws applicable to the Wind Power Facilities, but shall have the right, in its sole discretion and at its sole expense, in its name or the Lessor's name, to contest the validity or applicability to the Property, the Wind Farm Areas and/or the Wind Power Facilities of any law, ordinance, order, rule or regulation of any governmental agency or entity. The Lessee shall control any such contest and the Lessor shall cooperate with the Lessee in every reasonable way in such contest, at no out-of-pocket expense to Lessor.

15.4 *Contractor's Liens*: The Lessee shall not permit any contractor's or other liens arising out of the Lessee's use (or use by the Lessee's contractors) of the Property or Wind Farm Areas pursuant to this Lease to arise against the Property or Wind Farm Areas and shall wherever applicable obtain a suitable written waiver of lien from the contractor concerned.

15.5 *Hazardous Materials*: The Lessee shall indemnify the Lessor against the Lessee's material violation on the Property of any applicable law or regulation relating to any substance, material or waste classified as hazardous or toxic, or which is regulated as waste.

16 Lessor's representations, warranties and covenants

The Lessor hereby represents, warrants and covenants as follows:

16.1 *Lessors's Authority*: The Lessor is the sole owner of the Property and has the unrestricted right and authority to sign this Lease and to grant the Lessee the rights granted in this Lease. When executed by the Lessor and Lessee, this Lease constitutes a valid and binding agreement enforceable against the Lessor in accordance with its terms.

16.2 *Absence of Land Claims*: The Lessor is not aware of any land claim under the *Restitution of Land Rights Act, 22 of 1994* or Restitution of Land Rights Amendment Act 2014or subsequent amendment (**Restitution Act**) pending in respect of the Property, and no notice contemplated in Section 11(1) of the Restitution Act has been published in the Government Gazette in respect of the Property.

16.3 *No Interference*: The Lessor agrees that the Lessee shall have the exclusive right to convert all of the wind resources of the Property. The Lessor's activities and any grant of rights the Lessor makes to any third party, whether located on the Property or elsewhere, shall not, now or in the future, interfere in any way with the Lessee's use of the Wind Farm Areas or the rights granted under this Lease. The Lessor shall not interfere with the wind speed or wind direction over the Property by engaging in any activity on the Property or elsewhere that might cause a decrease in the output or efficiency of the Wind Power Facilities. The Lessor shall have the right to erect buildings for ordinary agricultural use (but not for human habitation within 500 (five hundred) metres from any Wind Turbine), except that the Lessor must consult with and obtain the Lessee's prior written approval as to the location and dimensions of all structures. Approval shall be based on whether, in the Lessee's sole and absolute discretion, the proposed structures might interfere with wind speed or wind direction over any portion of the Leased Property, or cause a decrease in the output or efficiency of the Wind Turbines, or interfere in any other way with the Lessee's operations on the Leased Property.

16.4 *Documentation*: The Lessor shall provide the Lessee with a copy of the title deeds of the Property should the Lessee require them.

16.5 *Requirements of Governmental Agencies*: The Lessor shall assist and fully cooperate with the Lessee, at no out-of-pocket expense to the Lessor, in applying for (including signing in the Lessor's name, if necessary), complying with or obtaining any land use permits and approvals, building permits, environmental impact assessment or any other approvals required for the financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Wind Power Facilities.

16.6 *Indemnity*: The Lessor shall indemnify, defend, protect and hold the Lessee harmless from and against all damages, losses, costs, expenses (including reasonable attorneys' fees), liabilities, injuries and claims arising out of or caused by the operations or activities of the Lessor or its invitees, employees, agents, contractors or other tenants.

16.7 *Hazardous Materials*: The Lessor hereby represents and warrants to the Lessee that, to the best of the Lessor's knowledge:

(1) there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Wind Farm Areas;

(2) the Wind Farm Areas does not contain levels of petroleum or hazardous substances which require remediation; and

(3) the Property is not subject to any judicial or administrative action, investigation or order under any applicable environmental laws or regulations.

The Lessor warrants that it has done nothing to contaminate the Wind Farm Areas with hazardous substances or wastes. The Lessor shall indemnify, defend, protect and hold the Lessee harmless from and against all damages, losses, costs, expenses (including reasonable attorneys' fees), liabilities, injuries and claims resulting from violation of any applicable environmental laws, except those violations resulting from the Lessee's activities on the Wind Farm Areas.

16.8 *Negative Covenants*:

(1) The Lessor shall not grant, convey, assign or provide any servitude, license, permit, lease or other right for access across the Property, or for generation or transmission of power on or across the Property, to any third party in connection with the construction or operation of electrical generating or transmission facilities.

(2) Should the Lessor at any stage during the subsistence of this Lease obtain a *bona fide* offer from a third party to purchase the underlying property over which this Lease is registered (**Underlying Property**), the Lessor shall not be entitled to sell the Underlying Property to such third party until such time it has offered the Underlying Property to the Lessee for sale at a purchase price equivalent to the purchase price offered by the third party referred to, and on terms no more onerous than those at which the sale to the third party is contemplated. Any such offer received from a third party shall be conveyed to the Lessee in writing, and left open for a period of 60 days for the Lessee to accept. Should the Lessee fail to accept the offer within the said 60 day period in writing, the right of first refusal contained in this sub-clause shall be deemed to have lapsed and the Lessor shall be entitled to proceed with the

sale of the Underlying Property to the said third party (provided that if the terms and conditions of the proposed sale to the third party should in the interim be amended so as to become more favourable to the third party, the Lessor shall be obliged to re-offer the Underlying Property to the Lessee *mutatis mutandis* in accordance with the above provisions, for a further period of 60 days), and this procedure shall be repeated every time that the proposed terms and conditions of sale are amended so as to become more favourable to the third party.

(3) The transactions contemplated in clause 16.8(2) exclude transactions which are intended to transfer ownership of the Underlying Property to an individual who is a family member of the Lessor (if an individual) or of the majority shareholder of the Lessor (if a company) or of any beneficiary of the Lessor (if a trust), related in no more than the second degree of consanguinity, or a step-child or step-grandchild or a child or grandchild or their issue or a trust created for any such child or grandchild or issue of such Lessor, shareholder of the Lessor or beneficiary of the Lessor (**Close Family Member**) or to a juristic entity or a trust in which one or more shareholders or beneficiaries (as the case may be) are Close Family Members.

(4) The Lessor shall not assign or encumber any of its rights under this Lease to a third party without the prior written consent of the Lessor (which shall not be unreasonably withheld or delayed) having been obtained.

17 Assignment and subletting by Lessee, servitudes and licenses

17.1 The Lessee may assign this Lease or (provided that all consents required by law for doing so have been obtained) sublet all or any part of the Wind Farm Areas or the Wind Power Facilities without obtaining the consent of the Lessor. Without limiting the generality of the foregoing, a foreclosure and sale by a Leasehold Mortgagee shall be a permitted assignment. In the event of an assignment of the Lessee's entire interest in this Lease, the Lessee shall be released of all further liability under this Lease.

17.2 The Lessee also shall have the right to require the Lessor to grant formal servitude, license or similar rights (however denominated) over the Non-Wind Farm Areas which are reasonably required for use of the Wind Farm Areas as a Wind Farm, to one or more persons or entities, without obtaining any further consent of the Lessor, provided that any consent required by law for doing so, has first been obtained. In such event the Lessor agrees to sign any servitude documentation prepared by the Lessee's attorneys for notarial execution and registration against the title deeds of the Property on being requested to do so – provided that any such work shall be carried out entirely at the expense of the Lessee.

18 Leasehold financing

18.1 Mortgage by Lessee: The Lessee may, from time to time, mortgage this Lease once it is registered and hypothecate, mortgage, pledge or alienate the Wind Power Facilities to the extent permitted by law. The holder of any rights obtained from the Lessee by reason of a mortgage over this Lease is defined 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 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 Wind Farm Areas, performing all obligations performable by the Lessee.

18.2 Rights of Leasehold Mortgagees:

(1) The right of a Leasehold Mortgagee to receive notices and to cure the Lessee's defaults pursuant to the provisions of this clause 18.2 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, the Lessor shall also serve a copy of such notice upon each Leasehold Mortgagee. No such notice shall be effective against a Leasehold Mortgagee unless and until served on such Leasehold Mortgagee. If the Lessee shall default in the performance of any of its obligations under this Lease, then the Lessor shall give each Leasehold Mortgagee a second written notice of such default and each Leasehold Mortgagee shall have the right, within 30 days after the expiration of the cure period which this Lease 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.

(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 unless such default shall have continued beyond the cure period which this Lease 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 30 days, in addition to and after the expiration of the Lessee's cure period, within which to cure such default.

(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 unless such default shall have continued beyond the cure period which this Lease 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 30 days, in addition to and after the expiration of the Lessee's cure period, within which to elect:

(a) to commence and diligently proceed to cure such default, if such default can be cured by the Leasehold Mortgagee without obtaining possession of the Wind Farm Areas; or

(b) to commence and diligently proceed to obtain possession of the Wind Farm Areas (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 Wind Farm Areas; or

(c) to institute and diligently pursue foreclosure proceedings against the Lessee or otherwise proceed to acquire the Lessee's interest under this Lease. A Leasehold Mortgagee shall not be required to continue such possession or continue such foreclosure proceedings if the default which prompted the service of such notice shall have been cured. A Leasehold Mortgagee shall have no obligation to cure any default in the payment of money which has occurred more than 60 days before its receipt of notice of such default, in order to preserve its interest under its mortgage or to exercise any of the rights granted to it under this Lease. A Leasehold Mortgagee shall have no obligation to cure any default which is not reasonably susceptible of being cured by the Leasehold Mortgagee.

(4) If this Lease 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 days after receipt of written notice from the Lessor, shall have the right to elect to enter into a new lease of the Wind Farm Areas as described below. Within 30 days after receiving a Leasehold Mortgagee's written request therefor, the Lessor shall execute and deliver a new lease of the Wind Farm Areas 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, containing the same covenants, agreements, terms, provisions and limitations as are contained in this Lease, 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 up to and including the date of the 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 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.

(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 as long as all rent and other charges payable by the Lessee continue to be paid in accordance with the terms of this Lease.

(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.

(7) During the period that a Leasehold Mortgagee shall be in possession of the Wind Farm Areas and/or during the pendency 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 Estate by the Leasehold Mortgagee or its designee, either as a result of foreclosure or acceptance of an assignment in lieu of foreclosure, the Leasehold Mortgagee or party acquiring title to the Lessee's Leasehold Estate shall commence performing all of the Lessee's obligations under this Lease thereafter arising, whereon the Lessor's right to terminate this Lease based upon the default in question shall be deemed waived. Any default not susceptible of being cured by the Leasehold Mortgagee or party acquiring title to the Lessee's Leasehold Estate shall be, and shall be deemed to have been, waived by the Lessor upon completion of the foreclosure proceedings or acquisition of the Lessee's interest in this Lease by any purchaser (who may, but need not be, the Leasehold Mortgagee) at the foreclosure sale, or who otherwise acquires the Lessee's interest from the Leasehold Mortgagee or by virtue of a Leasehold Mortgagee's exercise of its remedies. No such purchaser, or successor to such purchaser, shall be liable to perform the obligations imposed on the Lessee by this Lease incurred or accruing after such purchaser or successor no longer has ownership of the Leasehold Estate or possession of the Wind Farm Areas.

(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 Estate, 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.

(9) Upon the reasonable request of any Leasehold Mortgagee (or Funder 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 (for example, through the entering into of a Direct Agreement); provided, however, that the Lessor shall not be required to amend this Lease 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.

(10) The Lessee and Lessor undertake to enter into a Lender's Direct Agreement (**Direct Agreement**), with the Lessee's Funder (or any person nominated by the Lessee's Funder), acting in its capacity as an agent (**Facility Agent**) of certain Leasehold Mortgagees, which Direct Agreement shall be on standard industry-related terms and conditions reasonably satisfactory to the Facility Agent, including, without being limited to, the following provisions:

(a) a subordination by the Lessor of its claim against the Lessee in favour of the Leasehold Mortgagees;

(b) a consent to any security granted over the rights of the Lessee under this Agreement (**Secured Rights**) in favour of the Leasehold Mortgagees or any entity appointed to hold security over the Secured Rights in terms of the Funding Documents (**Finance Agreements**) concluded by the Leasehold Mortgagees with the Lessee;

(c) the right of the Facility Agent under the Financing Documents to substitute and replace the Lessee with a substitute lessee on the occurrence of certain events specified in the Financing Documents;

(d) the right of the Facility Agent, upon notice to the Lessor, to require the Lessor to accept all notices and all demands given by the Facility Agent to the Lessor in respect of this Agreement as if given on behalf of the Lessee or by the Lessee itself;

(e) a provision restricting the ability of the Lessor and the Lessee to amend, modify, terminate, cancel, cede or delegate, sell, transfer or otherwise alienate their rights under the Lease Agreement or any of them without the prior written consent of the Facility Agent;

(f) certain appropriate representations and warranties.

(11) The foregoing provisions of this clause 18.2 are stipulated as between the Lessor and the Lessee as *stipulatio alterii* for the benefit of any third party who becomes a Leasehold Mortgagee in relation to this Lease, and who may in writing accept the benefit of such stipulations at any stage.

(12) Should there be an existing mortgage bond/s registered over the Property which secures a banking facility held by the Lessor, the Lessor agrees to procure any consent that may be required from the current bondholder/s for the registration of this Lease. The Lessor further agrees that if the Lessee's Funder or any Leasehold Mortgagee requires it, the Lessor shall, when called upon to do so by the Lessee, cause preference in respect of such mortgage bond to be waived in favour of this Lease (which is registered over the Wind Farm Areas only) by execution and registration of a Notarial Deed of Waiver of Preference so as to ensure that in the event of foreclosure under such existing mortgage bond, any sale in execution of the Property shall always be subject to the Lease (ie the Property may not be sold in execution free from the Lease).

19 Default and termination

19.1 Remedies Upon Lessee's Default: The Lessee shall be in default under this Lease if:

(1) The Lessee shall have failed to perform any of the Lessee's covenants under this Lease (other than the payment of rent or other charges) and such failure shall have

continued for a period of 30 days after written notice from the Lessor (or if such failure is not reasonably capable of being cured within 30 days, if the Lessee shall not have commenced to cure the same within said 30-day period and/or shall not have diligently prosecuted the same to completion); or

(2) The Lessee shall have failed to pay rent or other Charges herein required to be paid by the Lessee and such failure shall have continued for a period of 15 days after written notice from the Lessor. If the Lessee shall be in default after the expiration of the cure period set forth above, then the Lessor shall be entitled, at its election, to terminate this Lease, re-enter the Wind Farm Areas and take possession thereof (subject, however, to the rights of sublessees pursuant to clause 17 and Leasehold Mortgagees pursuant to clause 18.2) or, so long as the Lessor does not terminate the Lessee's right to possession of the Wind Farm Areas, keep this Lease in full force and effect and collect rent and other charges from the Lessee as and when due under this Lease, with the Lessor having the obligation to mitigate damages. If the Lessor shall elect to terminate this Lease, then all rights and obligations of the parties shall terminate, except that the Lessor shall have the right to sue for and collect all rents and other amounts with respect to which the Lessee shall then be in default, and all damages to the Lessor by reason of such default, the Lessor having the obligation to mitigate damages, and the Lessee shall surrender the Wind Farm Areas to the Lessor. Upon the termination of this Lease, the Lessee shall as soon as reasonably practicable thereafter, remove all Wind Power Facilities from the Wind Farm Areas. If the Lessee fails to remove the Wind Power Facilities within 12 months after termination of this Lease, then Lessor may do so, in which case the Lessee shall reimburse the Lessor for the reasonable costs of removal (less salvage) incurred by the Lessor.

19.2 Remedies Upon Lessor's Default: If the Lessor shall at any time be in default of any of its covenants under this Lease and such default shall continue for a period of 30 days after written notice to the Lessor (or if such default is not reasonably capable of being cured within 30 days, if the Lessor has not commenced to cure the same within said 30-day period and/or has not diligently prosecuted the same to completion), then the Lessee shall be entitle to exercise concurrently or successively any one or more of the following rights, in addition to all other remedies provided in this Lease or available at law or in equity:

(1) to sue for the collection of any amounts for which the Lessor may be in default, or for the specific performance of any other covenant or agreement of the Lessor, without terminating this Lease; and/or

(2) to terminate this Lease upon 30 days' written notice to the Lessor;

in either event, without waiving the Lessee's rights to damages for the Lessor's failure to perform its obligations hereunder.

20 Termination by death or insolvency

20.1 This Lease shall not terminate with the death of either the Lessor or the Lessee.

20.2 The insolvency of either the Lessor or the Lessee shall not terminate this Lease.

21 Servitude rights

21.1 Subject to the Lessee having obtained any consents that may be required by applicable law for any servitude(s) across or over the Released Areas that the Lessee may require, for:

(1) the protection of rights of access to and egress from the Non-Wind Farm Areas via access roads that are depicted on the SDP;

(2) the right to conduct or transmit electricity using Electric Cables and Wires, either underground or above the ground;

(3) such rights that a Network Operator may reasonably require in respect of the connection of the Electricity Sub-station Site to the national transmission grid and/or any other electricity distribution network that may be applicable;

(4) such rights that a telecommunications or data transmission operator may reasonably require in respect of the connection of a telephone line and/or data transmission cable from the Electricity Sub-station Site to their network;

(5) such right that a water company may reasonably require in respect of connection to water supplies (whether public or private); or

(6) any servitudes required for the right to establish, construct and operate electricity infrastructure, as depicted on the SDP, including, without limitation, for the reservation by the Lessee of rights to Construction Areas;

are hereby granted to the Lessee by the Lessor and shall simultaneously with the registration of this Lease (or afterwards – whichever is agreed between the Lessor and Lessee) be formally created in terms of a Servitude Agreement which is to be notarially executed between the Lessor (as grantor) and the Lessee (as grantee/s) and registered against the title deeds of the Property.

21.2 The foregoing is subject to:

(1) the width of any right of way or electricity transmission or access servitude not exceeding 15 metres in width. In the unlikely event that the specific situation requires that a servitude width of greater than 15 metres should apply, the specific consent of the Lessor must be obtained in addition to any other approval that may be required at law;

(2) the terms and conditions of any such servitude or agreement being satisfactory to the Lessor, acting reasonably, having regard to the standard or industry-related terms and conditions on which any similar servitude or agreement is being agreed by landowners accommodating Wind Farm developments on their properties in the area or by the Network Operator and/or telecommunications or data transmission operator and/or water company, as the case may be, at the time of entering into any such servitude or agreement. Should any dispute arise between the Lessor and Lessee in this regard, the dispute will be resolved by referral to an independent practising land surveyor who shall consider the matter in the context of balancing the requirements that the Lessor's farming operations must not be disrupted (or if disruption is inevitable, that such disruption must be minimised) and that the Lessee should have servitude rights which reasonably allow it to achieve the objectives referred to in clause 21.1. The nominated land surveyor shall consider the matter acting as an expert and not as an arbitrator, and his reasonable costs shall be borne equally between the Lessor and Lessee. The determination of the expert shall (in the absence of fraud or manifest error) be binding on the Lessor.

(3) the Lessor not unreasonably delaying the grant of any such servitude or wayleave or entering into any such agreement;

(4) the Lessor being entitled to receive remuneration (in respect of the servitudes contemplated in clauses 21.1(3) to 21.1(5) above) for the granting of any such servitude or entering into any such agreement, from the Network Operator or telecommunications or data transmission operator or water company at the standard rate then being paid by the Network Operator or telecommunications or data transmission operator or water company, as the case may be, at the time of granting

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any such servitude or entering into any such agreement, but the Lessor shall be entitled to no further consideration from the Lessee.

21.3 For any other servitudes required by the Lessee and not covered in clause 21.1, to the extent that the granting of such servitude rights will materially impact on the farming activities of the Lessor, as they exist at the Commencement Date, then the consent of the Lessor must first be obtained for such servitudes, which consent may not be unreasonably withheld or delayed.

21.4 The Lessee may elect to register the servitudes required by it and recorded in the Servitude Agreement as servitudes in general terms over the Non-Wind Farm Areas, but only as an interim measure until such time as all electricity infrastructure has been constructed and it becomes possible to survey and frame specific servitude diagrams for approval by the Surveyor-General, which will delineate the specific servitude areas required by the Lessee. Once the servitude diagrams have been prepared and approved, the Lessee shall, at its cost in each instance, procure the notarial execution and registration of a Notarial Deed of Servitude Route Determination, amending the registered Servitude Agreement to the effect that it ceases to operate as a servitude in general terms and applies to the surveyed servitude areas only with effect from the date of registration.

21.5 Save to the extent that such rights are separately established in terms of the Servitude Agreement, the Lessor hereby also agrees to grant the Lessee the following rights in respect of the Non-Wind Farm Areas:

(1) rights of way over all Existing Access Roads and New Access Roads to the extent that they are situated on any portion of the Non-Wind Farm Areas (including the right to upgrade any such road or right of way to the extent reasonably required by the Lessee);

(2) an option in favour of the Lessee to extend any of the Wind Farm Areas or to create new Wind Farm Areas on any portion of the Non-Wind Farm Areas on terms and conditions consistent with those contained in this Lease and for periods which shall not exceed the Lease Period of this Agreement but subject to the Lessor having the right to veto any proposed use of portion of a Non-Wind Farm Areas which the Lessor requires for its continued personal habitation or for the continuation of its farming operations which are in existence as at the Commencement Date;

(3) such servitude or other rights as may be required by the Lessee or the Network Operator in connection with the conveyance of electricity across the Non-Wind Farm Areas by proposed power lines to or from any portion of the Wind Farm Areas as depicted on the SDP. Where these are not depicted on the SDP, to the extent that the granting of such servitude rights will materially impact on the farming activities of the Lessor, as they exist at the Commencement Date, then the consent of the Lessor must first be obtained for such servitudes, which consent may not be unreasonably withheld or delayed;

(4) such servitude or other rights as may be required by the Lessee for Wind Turbine blades to oversail any portion of the Released Areas;

(5) the restrictive covenants or conditions contained in clauses 16.8, 23 and 24 of this Agreement, on a basis acceptable to the Lessee.

21.6 The rights and any restrictive covenants granted by the Lessor in respect of the Non-Wind Farm Areas in favour of the Lessee may, if required by the Lessee and at its expense, entirely, be set out in a separate notarial deed of servitude that is registered against the Property.

21.7 If the Lease is terminated for any reason whatsoever, the Lessee at its expense shall take steps to cancel all servitudes created or registered solely for the purpose of the Wind Farm.

22 Fencing

22.1 The Lessee can at its own cost build and maintain fencing around the Wind Farm Areas to the extent that it is required.

22.2 Servitude Areas will not be fenced off unless there is specific agreement in writing to the contrary between the Lessor and the Lessee.

23 Restrictive Covenants

During the existence of this Lease, the Lessor covenants with the Lessee not without the consent of the Lessee (such consent not to be unreasonably withheld or delayed provided there is no adverse effect on the Wind Farm or the rights granted to the Lessee in this Lease) to:

23.1 erect or permit the erection of any buildings or other structures on the Property which will have the effect of interfering with wind flow across the Wind Farm;

23.2 cultivate or permit to be grown or cultivated, any trees, shrubs or bushes on the Property which will have the effect of interfering with wind flow across the Wind Farm; or

23.3 reside at or occupy, or permit the residing and/or occupation by any third party of, any houses, buildings or other structures capable of being used for residential purposes which are located within 500 metres of any Wind Turbine situated on any part of the Property in accordance with the SDP of the Wind Farm as approved from time to time.

24 No Interference with Wind Farm

24.1 The Lessor shall not use the Property for any purpose which will or may interfere with the Wind Farm or the exercise of the rights granted to the Lessee in terms of this Lease or any application for a Necessary Approval submitted by or on behalf of the Lessee.

24.2 Subject to the foregoing and compliance by the Lessor with its other obligations as contained in this Lease, nothing contained in this Agreement shall restrict or curtail the Lessor's or the Lessor's tenants' right to continue to use all parts of the Non-Wind Farm Areas, during the term of this Lease for all existing or future agricultural purposes in such a manner as shall not prevent or impede the exercise of the rights granted to the Lessee in terms of this Agreement, and the Lessor and its tenants will retain full and unrestricted rights of access to all parts of the Non-Wind Farm Areas) for all such purposes, provided always that such rights shall be exercised at all times so as not to prevent or impede the exercise of the rights granted to the Lessee in terms of this Agreement.

25 Miscellaneous

25.1 Force Majeure: If performance of this Lease or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of Force Majeure (as defined), the affected party, upon giving notice to the other party, shall be excused from such performance (except payment of rent) to the extent of and for the duration of such prevention, restriction or interference. The affected party shall use its reasonable efforts to avoid or remove such causes of non-performance and shall continue performance as soon as such causes are removed.

25.2 Confidentiality: The Lessor shall maintain in the strictest confidence, for the sole benefit of the Lessee, all information pertaining to the terms and conditions of this Lease, including, without limitation, the financial terms of, and payments under, this Lease, the Lessee's site design and product design, methods of operation, methods of construction, power production or availability of the Wind Power Facilities, and the like, whether disclosed by the Lessee or discovered by the Lessor, unless such information is in the public domain by reason of prior publication. The Lessor shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others.

25.3 Successors and Assigns: This Lease shall burden the Property and specifically the Wind Farm Areas, and shall run with the land. This Lease shall inure to the benefit of and be binding upon the Lessor and the Lessee, and their respective heirs, successors and assigns.

25.4 Domicilia and Notices: All notices pursuant to this Lease shall be in writing and shall be sent only by the following methods: personal delivery; mail (first-class, certified, return-receipt requested, postage prepaid); or delivery by an overnight courier service which keeps records of deliveries (such as, by way of example but not limitation, DHL). The parties choose as their *domicilia citandi et executandi* the addresses mentioned in clause 25.4 (1) and (2) below, provided that such domicilium of either party may be changed by written notice from such party to the other party with effect from the date of receipt or deemed receipt by the latter of such notice.

(1) Lessor

8 Station Street

Carnavon, 8925
Email: Vermeulen.charl@gmail.com
Phone: 083 430-5161

(2) Lessee: WKN-Windcurrent SA (Pty) Ltd

Mountain Forest Farm
Erf 384
Hoekwil
6538
Email mrwolf@wkn-windcurrent.com

Any party may change its address at any time by giving written notice of such change to the other party in the manner provided herein. All notices shall be deemed given on the date of personal delivery or, if mailed by certified mail, on the delivery date or attempted delivery date shown on the return-receipt.

25.5 Entire Agreement/Amendments: This Lease and any Appendices thereto constitute the entire agreement between the Lessor and the Lessee respecting its subject matter, and replace and supersede any prior agreements. This Lease shall not be modified or amended except in a writing signed by both parties or their lawful successors in interest.

25.6 Legal Matters: This Lease shall be governed by and interpreted in accordance with the law of South Africa. Save for claims for recovery of any liquidated sum owing or payable pursuant to this Agreement, or where a party seeks an interdict or interim relief from any division of the High Court of South Africa having jurisdiction, on an urgent basis, pending the outcome of arbitration, any dispute between the Parties in regard to:

(1) the interpretation of;

(2) the effect of;

(3) the Parties' respective rights and obligations under;

(4) a breach of;

(5) any matter arising out of;

this Agreement shall be decided by arbitration in the manner set out in this clause.

25.7 The said arbitration shall be held subject to the provisions of this clause:

(1) at Port Elizabeth;

(2) informally;

(3) otherwise in accordance with the provisions of the *Arbitration Act, 42 of 1965* and the rules of the Arbitration Foundation of South Africa (**AFSA**);

it being the intention that if possible it shall be held and concluded within 21 Business Days after it has been demanded.

25.8 The arbitrator shall be if the question in issue is:

(1) primarily an accounting matter, an independent accountant agreed upon between the Parties;

(2) primarily a legal matter, a practising senior advocate with no less than 10 years' standing agreed upon between the Parties;

(3) any other matter, an independent person agreed upon between the Parties.

25.9 If the Parties cannot agree upon a particular arbitrator under the provisions of clause 25.8 above within seven Business Days after the arbitration has been demanded, the nomination in terms of clauses 25.8(1) and 25.8(2), as the case may be, shall be made by the Secretariat of AFSA within seven days after the Parties have so failed to agree, upon the application of any one of them.

25.10 The Parties irrevocably agree that the decision in these arbitration proceedings:

(1) shall (subject to the provisions of clause 25.11) be binding on them,

(2) shall be carried into effect,

may be made an order of any Court of competent jurisdiction.

25.11 The Parties irrevocably agree that the submission of any dispute to arbitration pursuant to this clause 25 is subject to a Party's right to appeal the arbitration ruling by giving written notice to that effect to the other Parties within 20 Business Days of the relevant ruling of the arbitrator being handed down. The appeal shall be dealt with in accordance with the appeals procedure of AFSA or such other rules as may be agreed by the Shareholders, before a panel of three arbitrators whose appointment shall be agreed on by the Parties, or failing agreement within five Business Days, shall be appointed by AFSA for this purpose. The Parties irrevocably agree that on expiry of the 20 Business Day period for noting of an appeal, if an appeal has not already been noted, the period for doing so, shall be deemed to have lapsed and the finding of the arbitrator shall become final and binding on them on the basis contemplated in clause 25.10.

25.12 The provisions of this clause 25 will continue to be binding on the parties notwithstanding any prior termination or lapsing of this Agreement.

25.13 Partial Invalidity: Should any provision of this Lease be held, in a final and unappealable decision by a court of competent jurisdiction or, if applicable, final arbitration award, to be invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Lease, the parties agree that in no event shall the Term (or any renewal, if applicable) be for longer periods than permitted by applicable law.

25.14 Tax Credits: If under applicable law the holder of a lease becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local provincial or central government agency, then, at the Lessee's option, the Lessor and the Lessee shall amend this Lease or replace it with a different instrument so as to convert the Lessee's interest in the Property to a substantially similar interest that makes Lessee eligible for such tax credit, benefit or incentive.

25.15 Quiet Enjoyment: The Lessor covenants and warrants that the Lessor is the true and lawful owner of the Property and all rights therein, subject only to those matters shown on the title deeds as detracting from such rights, and has full right and power to lease the same. The Lessor agrees that the Lessee shall quietly and peaceably hold, possess and enjoy the Wind Farm Areas for the Term of this Lease, and any extension thereof, without any hindrance or molestation. The Lessor shall defend title to the Wind Farm Areas and the use and occupancy of the same against the claims of all persons, except those claiming by or through the Lessee. The Lessor shall not enter into or modify any documents, including any declarations, servitudes, restrictions or other similar instruments, that are or may be recorded against the Property, or otherwise affect the Wind Farm Areas, or the rights and/or obligations of the Lessee, without first obtaining the prior written consent of the Lessee, which consent may be withheld in the Lessee's sole and absolute discretion.

25.16 Brokerage Commissions: Each of the Lessor and the Lessee warrants and represents to the other that there are no brokers' commissions, finders' fees or any other charges due to any broker, agent or other party in connection with the negotiation or execution of this Lease, or on behalf of either of them. Each party shall indemnify, defend, protect and hold the other harmless from and against all damages, losses, costs, expenses (including reasonable attorneys' fees), liabilities and claims in connection with such obligation and any claim by Broker for payments.

Executed at SANDTON on the date, month and year first aforewritten, in the presence of the subscribed witnesses and of me, the Notary.

Witnesses:

________________________ ________________________

qq Lessor

____

Witnesses:

____________________ __________________________

qq Lessee

____

Quod Attestor:

NOTARY PUBLIC

Annexure B

Notarial Deed of Servitude (Access and Infrastructure)

between

Bonnza Boerdery (Pty) Ltd

and

WKN Windcurrent SA Proprietary Limited

AW

CFU.

Protocol no.

Notarial Deed of Servitude (Access and Infrastructure)

Be it hereby made known

THAT on this the day of before me,

[insert name of Notary]

Notary Public by lawful authority, duly sworn and admitted to practise in the Western Cape, residing at Sandton and in the presence of the undersigned competent witnesses, personally came and appeared

[insert name of Appearer]
(Appearer)

on behalf of:

> **Bonnza Boerdery (Pty) Ltd** registration Number **2001/028608/07** herein represented by Charl Francois Vermeulen (ID Nrn621207 5115 084) its successors-in-title or assigns

(Grantor)

the Appearer being duly authorised thereto by virtue of a Power of Attorney executed at **[insert place]** on the **[insert date]** and granted to her by the Grantor, the Grantor being duly authorised thereto by virtue of a resolution of the Grantor passed at **[insert place]** on the **[insert date]**;

and

[insert]
(Appearer)

on behalf of:

WKN Windcurrent SA Proprietary Limited
(Registration No. 2010/022616/07)
a private company with limited liability incorporated in accordance with the laws of the Republic of South Africa
its successors-in-title or assigns

(Grantee)

the Appearer being duly authorised thereto under and by virtue of a Power of Attorney executed at **[insert]** on the **[insert]** day of **[insert]**, and granted to her by the Grantee, the Grantee being duly authorised thereto by virtue of a resolution passed by the board of directors of the Grantee at **[insert]** on the **[insert]** day of **[insert]**;

which Powers of Attorney and certified copies of which resolutions now remain filed in my Protocol together with the minute hereof.

and the said Appearer declared that:

Whereas:

A The Grantor is the registered owner of the property known as:

Portion 3 of Farm 158 (Melton Wold) in extent 9130.17ha held by Title Deed T10026/2003 in the Ubuntu Local Municipality, Victoria West Division, Northern Cape.

(the **Property**).

B The Grantor and the Grantee are parties to a written option agreement (**Option Agreement**) in respect of the Property which, inter alia gives the Grantee the right to enter into a long term notarial deed of lease (**Lease**) over portions of the Property (**Wind Farm Areas**) for purposes of the Grantee conducting a wind energy facility on the Wind Farm Areas together with other lease areas situated on land adjoining or in the vicinity of the Property (collectively, the **Wind Farm**) as well as the right to enter into one or more registrable servitude agreements which will enable the Grantee to exercise such servitude rights over the Property (referred to in paragraph C below) as the Grantee may require for the purposes of the Wind Farm,

C In order to effectively conduct the business of the Wind Farm on the Wind Farm Areas,the Grantee requires access rights over the Property along both existing and new roads to be constructed on the Property (**Access Servitude**) and also the right to construct electricity distribution lines and cables and all necessary support structures (collectively, **Electricity Distribution Infrastructure**) on the Property, and where applicable, the Grantee requires to traverse the Property with the said Electricity Distribution Infrastructure in order to inter-connect items of electricity generating infrastructure such as wind turbines (**Electricity Generating Infrastructure**) to each other and to the Electricity Distribution Infrastructure generally (**Electricity Distribution Infrastructure Servitude**);

D Pursuant to the Option Agreement the Grantee is entitled to conclude one or more servitude agreements encompassing the servitude rights contemplated in C above (Option) but it will only be possible to finally determine the route along which the Access Servitude and Electricity Distribution Infrastructure Servitude are to be established and to frame servitude diagrams in respect of such routes, once final construction of the roads and Electricity Distribution Infrastructure has been completed by the Grantee on the Property;

E In the interim, the parties have agreed that the rights which the Grantor has agreed to afford the Grantee in terms of the aforegoing, should be registered as a servitude over the Property in general terms in accordance with the provisions recorded hereunder;

It is accordingly hereby agreed that:

1 Grant of servitude

The Grantor hereby grants the Grantee a servitude in general terms over the Property for the purposes of establishing, maintaining and operating:

1.1 an Electricity Distribution Infrastructure Servitude or Servitudes for the purpose of linking items of Electricity Generating Infrastructure with each other and with Electricity Distribution Infrastructure in the Wind Farm by means of electricity distribution lines and cables; and

1.2 an Access Servitude or Servitudes for the purpose of providing access to items of Electricity Generating Infrastructure and Electricity Distribution Infrastructure in the Grantee's Wind Farm and to link such access routes to the main access route/s in and out of the Wind Farm;

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the final routes, dimensions and coordinates of which shall be determined in accordance with clause 2 as soon as the Grantee has completed construction of all roads and Electricity Distribution Infrastructure indicated on the Grantee's Site Development Plan (**SDP**).

2 Procedure for finalising SDP and determining final servitude routes and servitude areas

2.1 Prior to construction of the Electricity Generating Infrastructure and Electricity Distribution Infrastructure (collectively, **Electricity Infrastructure**) the Grantee shall consult with the Grantor in the course of finalising the Grantee's SDP in respect of the said Electricity Infrastructure and Access Servitude/s. The purpose of such consultation is to reach mutual agreement regarding the layout of the Electricity Infrastructure and the Access Servitude/s and in this regard the Grantor shall respect decisions taken by the Grantee having an underlying technical justification and shall not withhold its consent to sign-off on the SDP, except if the layout interferes unreasonably with the Grantor's normal use of the Property and it can be demonstrated that, objectively considered, there are alternatives available which would minimise the impact of such interference if employed by the Grantee. Any dispute in this regard which cannot be amicably resolved within ten days of the dispute arising, will be resolved by a suitably qualified expert (**Expert**) appointed by the parties jointly (and in the event of them failing to make such appointment within 48 hours, nominated by the Chairman for the time being of the South African Wind Energy Association or its successor-in-function) which expert shall act as an expert and not as an arbitrator, and whose decision shall be final and binding upon the parties. The Expert shall be a suitably qualified independent person having applicable training and skills, such as an attorney or advocate or professional town and regional planner with not less than 10 years' experience in private practice, and who may for this purpose engage the services of a suitably qualified and independent person with expert technical knowledge of aspects of wind farm design, to assist him in technical evaluation of the competing viewpoints of the parties, before he makes his determination. Any costs incurred in this regard (including the costs of engaging a wind farm technical expert as contemplated above) shall be borne by the Grantee. In making his determination, the Expert shall take into account the requirements of any competent authority having jurisdiction over the proposed Wind Farm Project as contemplated in clause 6.2 of the Lease as well as any stipulation contained in the relevant IPPRFP and no more than one set of written representations made by each of the Grantor and the Grantee, and shall endeavour to balance the reasonable competing requirements of the Grantor and the Grantee arising out of the principle that the route of the relevant servitude should restrict the Grantor's normal use of the Property as little as possible whilst at the same time affording the Grantee the rights contemplated in clause 21.1 of the Lease in a practical and effective manner in order that the Grantee may effectively conduct the business of a Wind Farm.

2.2 As soon as the Grantee has finalised construction of all roads and Electricity Distribution Infrastructure indicated on the SDP (**As-built Infrastructure**), it shall at its cost appoint a registered land surveyor to frame one or more servitude diagrams recording the final dimensions and coordinates of the Access Servitude/s and Electricity Distribution Infrastructure Servitude/s required in order to protect the As-built Infrastructure. The Grantee will consult with the Grantor in order to settle the final dimensions and coordinates of the servitude routes, and procure the approval of such servitude diagram/s by the surveyor general. Upon approval of the relevant servitude diagram/s the Grantee shall procure that a notarial deed of servitude route determination (**Notarial Deed of Servitude Route Determination**) be prepared, executed and registered in conjunction with this Deed in order to finally determine and record the route/s and dimension/s of the Access Servitude/s and Electricity Distribution Infrastructure Servitude/s contemplated herein (**Servitude Area/s**) by reference to one or more registered, approved servitude diagram/s. The Servitude Areas referred to in this clause 2.2 shall be located substantially as depicted in the SDP and shall not exceed 15 metres in width or 225 square metres in area, unless agreed to the contrary between the Grantee and the Grantor in writing, and ministerial consent has been obtained pursuant to Section 6A of the Subdivision of Agriculture Land Act 70 of 1970 for a Servitude Area in excess of the threshold specifications referred to in the said Section 6A.

2.3 Prior to the Grantee proceeding with the construction of any portion of an Electricity Distribution Infrastructure Servitude or Access Servitude which is not indicated on the SDP, the Grantee shall present a drawing showing the proposed route on the Property of the relevant servitude over the Property, for agreement between the Grantor and the Grantee in writing.

(1) In selecting proposed routes, the Grantee shall endeavour, as far as reasonably possible, to follow existing roadways for both Access Servitude purposes and Electricity Distribution Infrastructure Servitude purposes (on the basis that underground lines and cables will follow roadways wherever possible), and generally to ensure that any servitude route chosen will be such that it is least disruptive to the day to day activities of the Grantor on those portions of the Property not falling within a Wind Farm Area (**Non-Wind Farm Areas)**.

(2) Once the servitude route/s and coordinates have been finally determined by agreement between the Grantor and the Grantee (according to clause 2.1) (and failing such agreement, by the Expert on the basis contemplated above) this Deed shall, where applicable, be amended by the notarial execution and registration of a Notarial Deed of Servitude of Route Determination with final approved servitude diagram/s attached in a process analogous to that described in clause 2.2. This procedure will complete definition of and registration of the relevant Servitude Areas against the title deed of the Property.

3 Effective date and termination

3.1 The effective date of this agreement shall be the date of notarial execution notwithstanding the date of registration of this notarial deed (**Deed)** against the title deeds of the Property.

3.2 Any Access Servitude and Electricity Distribution Infrastructure Servitude shall terminate six months after the day that the Lease referred to in Preamble B above terminates, provided that if the said Lease is renewed or novated in any way, this Deed shall automatically be deemed to have been renewed for a period co-extensive with the period of renewal or novation of the Lease.

4 Consideration and costs

4.1 No consideration is payable by the Grantee to the Grantor for the rights granted hereunder in circumstances where one or more Wind Farm Areas forming part of the Wind Farm are established on the Property. Where no Wind Farm Area is established on the Property and it is required to be used only for servitude purposes in terms of this agreement, the Grantor and the Grantee must negotiate and agree market –related compensation for the servitude/s contemplated herein within ten Business Days(being days other than Saturdays, Sundays or official public holidays in South Africa) of the Option for conclusion of the servitude/s having been exercised by the Grantee in accordance with the provisions of the Option Agreement (Exercise Date).If they fail to agree such compensation within the stipulated period,then the compensation will be determined by a suitably qualified expert (**Expert**) The Expert shall be an independent property valuer who is officially licensed and registered to practise as such, with not less than 5 years' applicable experience. appointed by the parties jointly (and in the event of them failing to make such appointment within ten Business Days of the Exercise Date, nominated by the Chairman for the time being of the South African Wind Energy Association or its successor-in-function) .The Expert shall act as an expert and not as an arbitrator, and his or her decision must be made within 20 Business Days of his /her appointment and shall (in the absence of fraud or manifest error)

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be final and binding upon the parties. The professional fees and disbursements of the Expert incurred in this regard shall be borne by the Grantor and Grantee equally and after the Grantee has paid such costs to the Expert, the Grantor shall be obliged to pay his share of such costs to the Grantee upon demand.

4.2 It is recorded that as at the date of notarial execution of this agreement no Wind Farm Area is to be established on the Property and that market-related compensation accordingly has become payable in terms of clause 4.1 above and has been fixed in the sum of R [*insert*] excluding VAT for the servitude in accordance with the procedure provided for in clause 4.1 above, as a once-off payment for the servitude concerned.

[*DRAFTING NOTE: This clause 4.2 should only be completed in circumstances where, at or prior to the time of notarial execution of this agreement, it has been determined that no Wind Farm Area is to be established on the Property and that separate compensation is payable for the servitude which is the subject of this agreement in accordance with clause 4.1.Where a Wind Farm Area is to be established on the Property, no separate compensation is payable for the servitude and this draft clause 4.2 should be omitted from the agreement that is notarially executed*]

4.3 All costs of an incidental to the preparation, drafting, notarial execution and registration of this Deed, as also any subsequent act of registration of a Notarial Deed of Servitude Route Determination in order to reflect the finally agreed servitude routes as contemplated in clause 2, shall be borne by the Grantee and, save where provided to the contrary in this Deed, the Grantor shall not be responsible for payment of any portion of such costs.

4.4 The parties agree that the Grantee shall at its own cost employ the services of a land surveyor who will attend to any survey work contemplated in this Deed, including the framing of a servitude diagram or diagrams and the approval thereof for registration purposes pursuant to clause 2 above.

5 Conditions of Use

5.1 The Grantee shall at its own cost construct and maintain:

(1) any Electricity Distribution Infrastructure Servitude; and

(2) any Access Servitude,

established and used by the Grantee pursuant to this Deed.

5.2 The Grantee shall be entitled to:

(1) conduct all work and do all things reasonably necessary thereto on and in the Property, with no limit or restraint as to times or hours of use, design, height or size except as required by any planning permit and the law;

(2) erect such Electricity Distribution Infrastructure, construct roads and work upon the Property and/or lay or lead such conductors or appliances on, under or above the Property as may be necessary and/or convenient for the purposes of erecting, commissioning, operating and maintaining the Wind Farm;

(3) enter and be upon the Property at any time in the exercise of the aforesaid rights whether it be to construct, erect, build, use, maintain, repair, relay, alter or inspect roads and the Electricity Distribution Infrastructure and/or other structures, works, conductors or appliances relating thereto;

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(4) use the existing and new roads on the Property giving access to the Electricity Infrastructure or roads running across the Property and any gates on the Property, and to erect in any fence on the Property such gates as may be necessary or convenient to gain access to or egress from the Electricity Infrastructure;

(5) remove any trees, bush, or structures within a Servitude Area;

(6) utilise various conductors, installations and apparatus for conveying electrical energy and other related purposes in constructing the Electricity Infrastructure; and

(7) undertake in the Servitude Areas every ancillary activity reasonably necessary to convey electrical energy across the Servitude Areas.

6 Grantee's obligations

The Grantee shall be bound to exercise its rights in the following manner:

6.1 any underground cable/s laid shall be laid not less than 1 metre below the surface so as not to prevent the surface from being used for normal agricultural purposes provided that the Grantor shall in such event not disturb the ground above or around such cable/s except for such purposes;

6.2 the Grantee shall be entitled if it so requires, at its own cost, to erect and maintain fences along the boundaries of the sub-station and control room of the Wind Farm (to the extent that these are situated on the Property).

6.3 The Grantee shall be liable for:

(1) all damage caused to the Property and/or the personal property of the Grantor, by the Grantee, its employees, agents or contractors, acting within the scope of their authority in the exercise of any of the rights granted in this Deed provided that no compensation shall be payable for damage to natural bush or for damage to crops, planted crops or trees within the Servitude Areas as finally determined; and

(2) for any injury to persons or the loss of any property caused directly or indirectly by the presence or use of the Electricity Infrastructure and/or any appliances used to distribute electricity across the Servitude Areas,

provided that such damage, loss or injury shall not have been wholly or partly due to the wrongful act or neglect, of the Grantor, the person so injured or the owner of the property so damaged.

7 Sub-letting and assignment

7.1 Subject to the principle that the Grantee or holder of the servitude rights under this agreement shall always be the same person or entity as the Lessee under the Lease, the Grantee shall have the right to:

(1) lease any Electricity Infrastructure and/or any of the installations and apparatus situated within a Servitude Area to any third party on such conditions as the Grantee may deem fit; and

(2) cede and assign all or any of the rights granted in terms of this Deed to any third party who is a successor in title to the Grantee as Lessee under the Lease contemplated in preamble B above.

7.2 The Grantor hereby agrees that:

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(1) any Leasehold Mortgagee (as defined in the Lease) shall, subject to the Funding Documents (as defined in the Lease), at all times be entitled to take possession of and operate any servitude rights granted by the Grantor in favour of the Grantee under this Deed, with a view to securing its interests under the Finance Documents;

(2) the Grantor will, if requested by the Grantee, execute a Direct Agreement as contemplated in the Lease in relation to the rights of the Grantee under this agreement, permitting any Leasehold Mortgagee (as defined in the Lease), to exercise against the Grantor all and any rights the Grantee has under this agreement; and

(3) the Grantor shall not dispose or agree to dispose of all or any of the Grantor's right, title and interest in and to any Wind Farm Area or Non-Wind Farm Area or any part of it except upon the condition that the assignee or transferee enters into a Direct Agreement, if required to do so by the Grantee.

7.3 In the event that:

(1) the right, title and interest of the Grantee in and to the Lease is sold in execution of the judgement of a court or arbitral award, whether at the instance of a Leasehold Mortgagee or any other party, the Grantor hereby, to the extent applicable, consents to the cession and assignment of the Grantee's right, title and interest in and to this agreement to the purchaser at such sale;

(2) the Grantee is placed under liquidation, the Grantor hereby, to the extent applicable, consents to the cession and assignment of the Grantee's right, title and interest in and to this agreement to any party nominated for this purpose by the liquidator.

8 Grantor restrictions

The Grantor hereby agrees that:

8.1 no building or structure may be erected or installed above or below the surface of the ground within the Servitude Area;

8.2 apart from electricity distribution line and/or cable servitudes (where planting may be effected with the written permission of and subject to any conditions imposed by the Grantee), no plants may be planted within a Servitude Area;

8.3 no material, which may in the opinion of the Grantee endanger the safety of any power line or cable, shall be placed within a Servitude Area;

8.4 no mining activities or blasting operations shall be carried out within five hundred (500) metres of any Electricity Distribution Infrastructure Servitude, without the prior written permission of the Grantee; and

8.5 if it alienates the Property, it will make it a condition of any sale that the transferee shall execute an agreement confirming that it recognises the rights created pursuant to this Deed, agrees to be bound by the provisions of this Deed and should the Grantee require it, re-execute and re-register this Deed as between the Grantee and such transferee, simultaneously with transfer of the Property into the name of the transferee.

9 Registration of servitude

9.1 The Grantee shall attend to the registration of this Deed against the Title Deed of the Property as well as any Notarial Deed of Servitude Route Determination thereto that may be required pursuant to clause 2, and the Grantor agrees to cooperate fully with the Grantee in this regard by signing any documentation prepared by the Grantee's attorneys for this purpose, which document shall include, but not be restricted to, any power of attorney to execute the Deed (or any amending notarial deed) and any incidental documentation required, including any documentation required to be completed by the South African Revenue Service, as applicable.

9.2 To the extent that the procedure contemplated in clause 2 above necessitates that the consent of the Minister in terms of Section 6A of the Sub-division of Agricultural Property Act 70 of 1970 (**SALA**) for the registration of any amendment to this Deed is required, the Grantor hereby grants the Grantee a power of attorney to:

(1) make application to the Minister for the consent to register such amendment to this Deed;

(2) sign all documents reasonably required and do all things reasonably necessary to make the application to the Minister on behalf of the Grantor; and

(3) instruct a registered surveyor to prepare a servitude diagram or diagrams pursuant to clause 2 and to have such diagram or diagrams approved by the surveyor general.

9.3 All costs of any application to the Minister for the consent and the approval of the servitude diagrams as envisaged above, shall be borne and paid for by the Grantee.

10 Breach

Should any party (**Defaulting Party**) commit a breach of this Deed then the other party (**Aggrieved Party**) shall give the Defaulting Party 14 (fourteen) days notice in writing to remedy such breach. Should such breach not be remedied within the said 14 day period, then the Aggrieved Party may claim specific performance or damages or both, as the case may be, but shall have no right of cancellation of this Deed for so long as it subsists.

11 Miscellaneous

11.1 *Confidentiality*: The Grantor shall maintain in the strictest confidence, for the sole benefit of the Grantee, all information pertaining to the terms and conditions of this Deed, including, without limitation, the financial terms of, and payments under, this Deed, unless such information is in the public domain by reason of prior publication. The Grantor shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others.

11.2 *Successors and Assigns*: This Deed shall burden the Property and shall, inure to the benefit of and be binding upon the Grantor and the Grantee, and their respective heirs, successors and assigns.

11.3 *Domicilia and Notices*: All notices pursuant to this Deed shall be in writing and shall be sent only by the following methods: personal delivery or registered mail The parties choose as their *domicilia citandi et executandi* the addresses mentioned in clause 1) and 2) below, provided that such domicilium of either party may be changed by written notice from such party to the other party with effect from the date of receipt or deemed receipt by the latter of such notice.

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1) Grantor:

8 Station Street

Carnavon, 8925

Email: Vermeulen.charl@gmail.com
Phone: 083 430-5161

2) Grantee: Mountain Forest Farm
Erf 384
Hoekwil
6538
Email: mrwolf@wkn-windcurrent.com

Any party may change its address at any time by giving written notice of such change to the other party in the manner provided herein. All notices shall be deemed given on the date of personal delivery or, if mailed by certified mail, on the delivery date or attempted delivery date shown on the return-receipt.

11.4 *Amendments*: This Deed shall not be modified or amended except in writing signed by both parties or their lawful successors (and any amendment shall be notarialy executed and registered against the title deeds of the Property).

11.5 *Legal Matters and dispute resolution*: This Deed shall be governed by and interpreted in accordance with the law of South Africa and any dispute that might arise between the Grantor and the Grantee shall be dealt with on the same basis as if it is a dispute arising under the Lease.

AND the said Appearer on behalf of the Grantee declared to accept the grant of the rights set forth above, agreeing on behalf of the Grantee to perform all the conditions imposed on the Grantee, subject to which the said rights have been granted.

Executed at Sandton on the date, month and year first aforewritten, in the presence of the subscribed witnesses and of me, the Notary.

Witnesses:

________________________ ______________________________

qq Grantor

____

Witnesses:

________________________ ______________________________

qq Grantee

Quod Attestor:

NOTARY PUBLIC

ANNEXURE A - Client Identification and Verification - Seller / Buyer / Landlord / Tenant

Complete the Applicable Sections A, B or C and Section D

SECTION A - NATURAL PERSONS	APPLICANT 1	AAPLICANT 2
FULL NAMES:		
SURNAME:		
NATIONALITY		
ID NO / PASSPORT NO:		
MARITAL STATUS:	☐ In Community ☐ Out of Community ☐ Foreign Law ☐ Traditional ☐ Widowed ☐ Single	
SOUTH AFRICAN RESIDENT:		
ADDRESS:		
CONTACT NUMBER/S:		
EMAIL ADDRESS/S:		
INCOME TAX NUMBER/S:		
SELF-EMPLOYED		
NAME OF BUSINESS IF SELF EMPLOYED		
OCCUPATION:		
EMPLOYER NAME:		
EMPLOYER CONTACT DETAILS:		

MANDATORY SUPPORTING DOCUMENTS REQUIRED: Copy of SA ID (If smart card – front and back is needed) or passport (for non-SA citizens). Proof of residence (e.g., utility bill, telephone/wi-fi account, bank statement - **not older than 3 months**). Marriage Certificate and Antenuptial Agreement (if applicable). Tax Clearance / Official document from SARS confirming your Income Tax Number. **Additional:** Power of Attorney (if acting on behalf of another person). Visa / residence permit (for foreign nationals).

SECTION B - COMPANIES OR CLOSE CORPORATIONS: Each representative required to complete a separate Annexure A as Natural Person.

REGISTERED NAME:	
TRADING NAME:	
REGISTRATION NUMBER:	
INCOME TAX NR:	
VAT NR:	
REGISTERED ADDRESS:	
TRADING ADDRESS:	
MAIN CONTACT NUMBER:	
MAIN CONTACT EMAIL:	
LIST ALL DIRECTORS FULL NAMES AND ID'S: Each representative to complete a separate Annexure A as Natural Person	
LIST ALL SHAREHOLDERS FULL NAMES AND ID'S WHO OWN MORE THAN 5%: Each representative to complete a separate Annexure A as Natural Person	
INDUSTRY OF TRADE:	
COUNTRIES OF TRADE:	
PUBLIC / STATE OWNED COMPANY:	

MANDATORY SUPPORTING DOCUMENTS REQUIRED: CIPC registration documents, e.g. CK1/CK2. Memorandum of Incorporation (MOI). Proof of address for the Company / CC. FICA documents for Directors/Shareholders/ Members: IDs & proof of residence. Resolution authorising a representative to act on behalf of the Company / CC. VAT Registration Certificate (If registered). Official document from SARS confirming your Income Tax Number. **Additional:** Beneficial Ownership Register (if required for entities with complex ownership). **Group Structure Organogram**

SECTION C - TRUSTS: Please note that all representatives will be required to complete a separate Annexure A as Natural Person.	
TRUST NAME:	
TRUST NUMBER:	
INCOME TAX NR:	
VAT NR:	
ADDRESS:	
MAIN CONTACT NUMBER:	
MAIN CONTACT EMAIL:	
LIST ALL PRESENT TRUSTEES FULL NAMES AND ID'S: Representatives will be required to complete a separate Annexure A as Natural Person.	
BENEFICIARIES NAMES & ID'S: Representatives will be required to complete a separate Annexure A as Natural Person.	
BENEFICIARY RIGHTS VESTED OR DISCRETIONARY	
AUTHORISED REPRESENTATIVE NAME & ID: Representatives will be required to complete a separate Annexure A as Natural Person.	
SUPPORTING DOCUMENTS REQUIRED: Trust Deed. Letter of Authority from the Master of the High Court. FICA documents for Trustees: IDs & proof of residence. Beneficiary Details (if beneficiaries have vested rights). Proof of address for the Trust. Resolution authorising a representative to act on behalf of the Trust. Tax Clearance / Official document from SARS confirming your Income Tax Number. VAT Registration Certificate (If registered).	

SECTION D – ALL ENTITIES TO COMPLETE	
SOURCE OF WEALTH: Inheritance / Savings / Proceeds of Sale / Pension / Bond /	
IS ANY PERSON, DIRECTOR, SHAREHOLDER, MEMBER OR TRUSTEE A DOMESTIC OR FOREIGN POLITICALLY EXPOSED PERSON OR FAMILY MEMBER OF SUCH A PERSON: President or deputy president of South Africa; Cabinet minister or deputy minister; Premier of a province MEC of a province; Mayor of a municipality; Leader of a political party; Member of a royal family; Senior traditional leader; Head, accounting officer or CFO of a national or provincial; department; Manager or CFO of a municipality Chairperson, CEO, accounting authority, CFO or chief investment officer of a public entity Judge Ambassador, high commissioner or other senior representative of a foreign country based in South Africa Chairperson of board of directors, chairperson of audit committee, executive officer or CFO of a company doing more than the prescribed amount of business with Government. **YES** ☐ **NO** ☐	
DOMESTIC / FOREIGN PROMINENT INFLUENTIAL PERSON: Head of state, Member of a royal family; Cabinet member Senior member of a political party Senior judicial officer Senior executive of a state-owned entity; High rank in the military. **YES** ☐ **NO** ☐ **If YES; please complete:** Full Names: Relationship: Position Held:	

Please note that the information herein collected is required in terms of the Financial Intelligence Centre Act 2001 as amended and will be used for purposes stipulated within the FIC Act. In terms of the provisions contained in the POPIA 2013, and in line with the Privacy Policy of the Business, information herein completed will not be shared with third parties unless so indicated or unless it is necessary to give effect to your property transaction and then only with other professionals involved in the transaction. Please note that some of the information you have supplied may need to be shared with outside authorities for formal verification purposes (such as the Deeds Office, FIC, SARS, the Court or similar) and your signature of this form constitutes your permission for the Business to share the information accordingly. Client identification is an international requirement and we, an accountable institution as defined in the Financial Intelligence Centre Act and Regulations, are obliged to identify our clients. In terms of sections 21, 21A, 21B, 21C and 21E of the FIC Act, we are also obliged to identify and verify. Beneficial ownership disclosures are critical for companies/trusts to comply with anti-money laundering (AML) regulations.

PROTECTION OF PERSONAL INFORMATION: We respect your information and in compliance with the Protection of Personal Information Act our privacy policy can be accessed on request. You hereby agree that personal information provided to the Business may be processed and, shared with the professionals associated with the process, may be stored electronically or physically and that your personal information may be used for purposes of future services and/or to remain on the mailing list for articles/newsflashes to be sent and you agree to receiving any marketing material telephonically, per email or WhatsApp or otherwise.☐ **YES** ☐ **NO** I/we, the undersigned, hereby consent to the processing and verification of my/our personal information as required by law and acknowledge that failure to provide accurate information may result in the termination or delay of services.

Client Name	Client Signature	Date
Client Name	Client Signature	Date

MANDATORY DISCLOSURE FORM TEMPLATE

The mandatory disclosure referred to in section 67 of the Act shall be in the following format -

IMMOVABLE PROPERTY CONDITION REPORT IN RELATION TO THE SALE OF ANY IMMOVABLE PROPERTY

1 **Disclaimer**

This condition report concerns the immovable property situated in the jurisdiction of the ___________________________ Deeds Office and is situated at:

____

(the "Property").

This report does not constitute a guarantee or warranty of any kind by the owner of the Property or by the property practitioners representing that owner in any transaction. This report should, therefore, not be regarded as a substitute for any inspections or warranties that prospective purchasers may wish to obtain prior to concluding an agreement of sale in respect of the Property.

2 **Definitions**

In this form -

2.1 "to be aware" means to have actual notice or knowledge of a certain fact or state of affairs; and

2.2 "defect" means any condition, whether latent or patent, that would or could have a significant deleterious or adverse impact on, or affect, the value of the property, that would or could significantly impair or impact upon the health or safety of any future occupants of the property or that, if not repaired, removed or replaced, would or could significantly shorten or adversely affect the expected normal lifespan of the Property.

3 **Disclosure of information**

The owner of the Property discloses the information hereunder in the full knowledge that, even though this is not to be construed as a warranty, prospective purchasers of the Property may rely on such information when deciding whether, and on what terms, to purchase the Property. The owner hereby authorises the appointed property practitioner marketing the Property for sale to provide a copy of this statement, and to disclose any information contained in this statement, to any person in connection with any actual or anticipated sale of the Property.

4 **Provision of additional information**

The owner represents that to the best of his or her knowledge the responses to the statements in respect of the Property contained herein have been accurately noted as "yes", "no" or "not applicable". Should the owner have responded to any of the statements with a "yes", the owner shall be obliged to provide, in the additional information area of this form, a full explanation as to the response to the statement concerned.

5 **Statements in connection with Property**

	YES	NO	N / A
I am aware of the defects in the roof			
I am aware of the defects in the electrical systems			
I am aware of the defects in the plumbing system, including in the swimming pool (if any)			
I am aware of the defects in the heating and air conditioning systems, including the air filters and humidifiers			
I am aware of the defects in the septic or other sanitary disposal systems			
I am aware of any defects to the property and/or in the basement or foundations of the property, including cracks, seepage and bulges. Other such defects include, but are not limited to, flooding, dampness or wet walls and unsafe concentrations of mould or defects in drain tiling or sump pumps			
I am aware of structural defects in the Property			
I am aware of boundary line dispute, encroachments or encumbrances in connection with the Property			
I am aware that remodeling and refurbishment have affected the structure of the Property			
I am aware that any additions or improvements made to or any erections made on the property, have been done or were made, only after the required consents, permissions and permits to do so were properly obtained.			
I am aware that a structure on the Property has been earmarked as a historic structure or heritage site			

ADDITIONAL INFORMATION

6 **Owner’s certification**

The owner hereby certifies that the information provided in this report is, to the best of the owner's knowledge and belief, true and correct as at the date when the owner signs this report.

7 **Certification by person supplying information**

If a person other than the owner of the property provides the required information that person must certify that he/she is duly authorised by the owner to supply the information and that he/she has supplied the correct information on which the owner relied for the purposes of this report and, in addition, that the information contained herein is, to the best of that person's knowledge and belief, true and correct as at the date on which that person signs this report.

8 **Notice regarding advice or inspections**

Both the owner as well as potential buyers of the property may wish to obtain professional advice and/or to undertake a professional inspection of the property. Under such circumstances adequate provisions must be contained in any agreement of sale to be concluded between the parties pertaining to the obtaining of any such professional advice and/or the conducting of required inspections and/or the disclosure of defects and/or the making of required warranties.

9 **Buyer’s acknowledgement**

The prospective buyer acknowledges that he/she has been informed that professional expertise and/or technical skill and knowledge may be required to detect defects in, and non- compliant aspects concerning, the property. The prospective buyer acknowledges receipt of a copy of this statement.

10 **Signatures**

Signed at ________________________________ on ________________________________

Signature of owner ____

Signature of purchaser ____

Signature of property practitioner ____

1-6 / 01

Johannes G Coetzee &
Seun
Victoriastraat 10
CARNARVON
8925

Opgestel deur my

PROKUREUR
COETZEE J G

Mede-Onderteken deur my

TRANSPORTBESORGER

PROKURASIE VIR TRANSPORT

Ek, die ondergetekende

JOHAN HENDRIK VERMEULEN
Identiteitsnommer 661027 5094 08 4
Getroud buite gemeenskap van goed

benoem hiermee HENDRIK PETRUS SERFONTEIN / MARISA KOORTS

met mag van substitusie om as my ware en wettige Gemagtigde en Agent te verskyn voor die Registrateur van Aktes te Kaapstad, en daar en dan namens my transport uit te maak aan

BONNZA BOERDERY (EIENDOMS) BEPERK
Nr. 2001/028608/07

van die volgende eiendom

Restant van Gedeelte 3 van die Plaas Melton Wold nr 158 in die Ubuntu Munisipaliteit Afdeling Victoria Wes Provinsie Noord-Kaap:

GROOT: 9130,1692 (NEGE DUISEND EEN HONDERD EN DERTIG KOMMA EEN SES NEGE TWEE) Hektaar

GEHOU KRAGTENS Transportakte Nr.T58760/88

wat verkoop is aan die koper/s deur die verkoper/s op die 27 Februarie 2002, vir die bedrag van R2 286 850,00 (Twee Miljoen Twee Honderd Ses en Tagtig Duisend Agt Honderd en Vyftig Rand).

4

DE KLERK & VAN GEND

POSBUS 1857 KAAPSTAD 8000

Opgestel deur my,

TRANSPORTBESORGER

SERFONTEIN HP

SEËLREG
DUTY R....................

FOOI
FEE R 500,00

TRANSPORTAKTE

SY DIT KENNELIK AAN ALMAL WIE DIT MAG AANGAAN

T 010026 / 2003

Dat ~~HENDRIK PETRUS SERFONTEIN~~ MARISA KOORTS

verskyn het voor my, Registrateur van Aktes te KAAPSTAD, Hy die gesegde Komparant synde daartoe behoorlik gemagtig deur 'n volmag geteken te CARNARVON op 1 JULIE 2002 aan hom verleen deur

JOHAN HENDRIK VERMEULEN
IDENTITEITSNOMMER : 661027 5094 08 4
GETROUD BUITE GEMEENSKAP VAN GOED

welke volmag, geteken in die teenwoordigheid van getuie ooreenkomstig die Wet, my hede getoon is;

En genoemde Komparant het verklaar dat sy Prinsipaal voormeld die hiernavermelde eiendom aan die ondergenoemde Transportnemer geskenk het op 27 FEBRUARIE 2002, en dat hy in voornoemde hoedanigheid hierby in volkome en vrye eiendom seder en transporteer aan en ten gunste van

BONNZA BOERDERY (EIENDOMS) BEPERK
NR 2001/028608/07

Die se Opvolgers in Titel of Regsverkrygendes

RESTANT VAN GEDEELTE 3 VAN DIE PLAAS MELTON WOLD NR 158,
IN DIE UBUNTU MUNISIPALITEIT,
AFDELING VICTORIA WES, PROVINSIE NOORD-KAAP;

GROOT : 9130,1692 (NEGE DUISEND EEN HONDERD EN DERTIG KOMMA EEN SES NEGE TWEE) HEKTAAR

EERSTE OORGEDRA KRAGTENS TRANSPORTAKTE NR T18793/1958 MET KAART NR 2495/1955 WAT DAAROP BETREKKING HET EN GEHOU KRAGTENS TRANSPORTAKTE NR T58760/1988.

ONDERHEWIG :

A. **TEN OPSIGTE VAN DIE FIGUUR GEMERK b.B.C.D. op Kaart Nr 2495/55,** welke voorwaardes verwys word na in Transportakte Nr T7785/1918.

B. **TEN OPSIGTE VAN DIE FIGURE GEMERK A.b.D.E.a.L.M.N. op Kaart Nr 2495/55 :**

(1) aan die voorwaardes waarna verwys word in Transportakte Nr T9821/1920

(2) aan die voorwaardes soos vervat in Grondbrief gedateer 2 November 1891 (Victoria Wes Erfpagte Boekdeel 11 Nr 24) wat soos volg lees :

"That an outspan is reserved on the land thereby conveyed, the position thereof to be fixed by the Government.

(3) aan die voorwaardes van die Notariele Serwituutakte, gedateer 18 Dessember 1955, geendosseer op Sertifikaat van Gewysigde Titel by Konsolidasie No 18790, wat soos volg lees :

"By Notarial Deed No 783/58 dated 8/9/58 the conditions set forth in Notarial Deed dated 5/3/1918 and referred to in the component 5(b) herein, have been cancelled and similar conditions relating to the construction of a dam and the carrying of water along a deviation channel together with certain ancillary rights as shown on Diagram 2492/55 hereto attached, imposed against the farm Melton Wold, measuring 42236,9673 Morgen Held hereunder in favour of the Remainder of Treurfontein Held under Paragraph 1 of Transfer No 18699/1955 and the farm Annex Vlakfontein Held under Paragraph 2 of Transfer No 11238/1948. As will more fully appear on reference to the said Notarial Deed.

C. **TEN OPSIGTE VAN DIE RESTANT VAN DIE FIGUUR GEMERK a.J.K.L. op Kaart Nr 2495/55** welke voorwaardes vervat word in Grondbrief gedateer 30 Mei 1871. (Victoria Wes Erfpagte Boekdeel 3 Nr 7) een waarvan soos volg lees :

"The land thus granted being further subject to all such duties and regulations as either are already or shall in future be established respecting lands granted on similar tenure."

]

D. **TEN OPSIGTE VAN DIE RESTANT VAN DIE FIGUUR GEMERK a.E.F.G.H. OP KAART NR 2495/55,** welke voorwaardes soos na verwys word op Sertifikaat van Gewysige Titel by Konsolidasie Nr T18790/1955.

E. **ONDERHEWIG VERDER AAN** 'n endossement gedateer 19 Februarie 1988 op Transportakte Nr T10983/1974, welke endossement soos volg lees :

Sertifikaat van Minerale Regte Nr K112/88 RM uitgereik kragtens Wet 70(6) van Wet 47 van 1937, ten opsigte van alle regte tot minerale ten gunste van WITGRAS ESTATES BK Nr CK 1988/001049/23

Weshalwe die Komparant afstand doen van al die regte en titel wat die TRANSPORTGEWER voorheen op genoemde eiendom gehad het, en gevolglik ook erken dat die TRANSPORTGEWER geheel en al van die besit daarvan onthef en nie meer daartoe geregtig is nie, en dat kragtens hierdie akte, bogenoemde TRANSPORTNEMER,

Die se Opvolgers in titel of regverkrygendes, tans en voortaan daartoe geregtig is, ooreenkomstig plaaslike gebruik, behoudens die Regte van die Staat;

en ten slotte erken hy dat die hele Koopsom die bedrag van
R2 286 850,00 (TWEE MILJOEN TWEE HONDERD SES EN TAGTIG DUISEND AGT HONDERD EN VYFTIG RAND)
bedra, wat ten volle betaal of verseker is.

Ten Bewyse waarvan ek, die genoemde Registrateur, tesame met die Komparant, hierdie Akte onderteken en dit met die Ampseël bekragtig het.

ALDUS GEDOEN en verly op die Kantoor van die Registrateur van Aktess te1KAAPSTAD
op 11 Februarie 2003.

q.q.

In my teenwoordigheid,

REGISTRATEUR VAN AKTES

Wat behoorlik betaal of verseker is, en in die algemeen, ten einde voorgenoemde doeleindes uit te voer of te laat doen as wat nodig is, net so volmaak en doeltreffend asof ekself teenwoordig was en hierin gehandel het, en hiermee word bekragtig en toegestaan en word belowe en ooreengekom om te bekragtig en toe te staan, alles en wat ook genoemde Prokureur en Agent kragtens hierdie akte wettiglik doen en laat doen.

Gegee onder my hand te Carnarvon op 1 June 2002 in teenwoordigheid van die ondergetekende getuies.

AS GETUIES:

1. ______________________

2. ______________________

____
JOHAN HENDRIK VERMEULEN