

**APPENDIX 4:
LANDOWNER CONSENT LETTER, CONFIRMATION OF PRE-NEGOTIATION AND LETTER OF
CONSENT FROM ESKOM**

Our Reference: 2025/970577/07

Date: 19/12/2025

E-mail: CLAUSSANNEO@LUMENROCK.CO.ZA

Dear Business Owner

**WHAT TO DO AFTER REGISTERING A COMPANY
OUTENIQUA GAME FARM (PTY) LTD
(2025/970577/07)**

Congratulations on registering your company. The Companies and Intellectual Property Commission (CIPC) wishes you all the best in your business endeavours.

Registering your company is only the first step in managing it. Throughout its life span, a company is required to maintain its information and legal status with the CIPC. Failure to do so may have serious consequences for your company and your business activities, as it may result in deregistration, investigation, administrative fine or prosecution.

The Companies Act, 2008 places compliance requirements on all registered entities throughout its life cycle, which includes any changes to the company information, annual return filings (which includes filing of annual financial statements or financial accountability supplements) and deregistration. Set out on the next few pages is an easy guide to assist you with managing your company compliance obligations. The table is not a legal document but rather a guide to some of the most pertinent requirements that must be adhered to.

Please ensure that the CIPC always has the latest contact details for the directors or the authorised representative so that important information relating to annual returns, director changes and pending deregistration can be transmitted efficiently and effectively to the correct person. For more information about any of the requirements listed below, please direct your enquiry to:

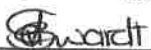
- Website: www.cipc.co.za / enquiries
- Tel: 086 100 2472

Kind regards



Commissioner: CIPC
Adv Rory Voller

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I certify that this document is a true copy of the original which was examined by me and that, from my observations, the original has not been altered in any manner.

SIGNATURE
Commissioner of Oaths - Valenti de Swardt
Designation: Associate General Accountant (SA) : 30698496
Date: 20 March 2026
Platinum Office Park, Unit 2,1 Platinum Drive, George, 6529

The Companies and Intellectual Property Commission of South Africa

P.O. Box 429, Pretoria, 0001, Republic of South Africa

DoceX 256, Pretoria

Contact centre 086 100 2472

www.cipc.co.za



Compliance Activity	Notes	Process/Form
Annual Returns	<ul style="list-style-type: none"> • Due on anniversary date of company's incorporation date. • Must be filed within 30 business days of its due date. • Must be filed electronically via the CIPC website. • A fee is payable at the time of filing that is dependent on the turnover of your business. • An Annual return is not the same as a tax return which is filed with SARS. • Failure to file the annual returns will result in your company being deregistered. 	A step-by-step guide on how to file annual returns can be viewed on the CIPC Annual Return website (annualreturns.cipc.co.za) by clicking on the link at Step 4.
Financial Statements	<ul style="list-style-type: none"> • All companies (except external companies) are required to prepare financial statements within 6 months after its financial year end. • Some companies are required to audit financial statements. Please refer to Companies Regulation 28 read with Companies Regulation 26. • All companies (except external companies) must file with its Annual Return either Annual Financial Statement or Financial Accountability Supplement. Please refer to section 33 of Companies Act, 2008 read with Companies Regulations 28, 29, 30 and 33. 	Refer to the CIPC website www.cipc.co.za / maintaining your company for detailed explanation of process and requirements.
Changes in directors or auditors	<ul style="list-style-type: none"> • CIPC must be notified of any changes in the directorship of your company within <u>10 business days</u> of such change on a form CoR39. • CIPC must also be notified of any changes to the auditor (appointment, resignation or removal) of your company within 10 business days of such change on a form CoR44. <p>Note: The appointment of an auditor for certain category of companies, e.g. private or non-profit companies are not mandatory but such may be required if the company reaches certain thresholds. Refer to sections 28 – 31 of the Companies Act, and Companies Regulations 24 – 30 relating to financial record keeping, access to such information and filing requirements.</p>	Refer to the CIPC website www.cipc.co.za / maintaining your company for detailed explanation of process and requirements.
Changes in address	<ul style="list-style-type: none"> • If a change in the physical and/or postal address occurs, the company must notify the CIPC of such change by filing a form CoR21.1 within 5 working days before the change is to take effect. 	Refer to the CIPC website www.cipc.co.za / maintaining your company for detailed explanation of process and requirements.
Deregistration & Liquidation	<ul style="list-style-type: none"> • When a company stops trading, it needs to apply either for deregistration or for liquidation, depending on the circumstances. • Deregistration is advisable in cases where the company does not have any assets and is inactive, while liquidation is advisable in cases where the company has outstanding 	Refer to the CIPC website www.cipc.co.za / maintaining your company for detailed explanation of process and requirements.



Compliance Activity	Notes	Process/Form
Business Rescue	<ul style="list-style-type: none"> When a company is unable to honour its debts as they become due and payable within the immediately ensuing six months, the Board of Directors may resolve to place the company into business rescue. Such a resolution must be filed with the CIPC in Form CoR 135.1. 	Refer to the CIPC website www.cipc.co.za/ maintaining your company for detailed explanation of process and requirements.
Complaints about company conduct	<ul style="list-style-type: none"> Any person may file a complaint using form CoR135.1 with the CIPC alleging that a company or any other person is contravening the Companies Act, 2008 or that such person's rights under the Companies Act, 2008 or under the company's Memorandum of Incorporation or rules, have been infringed. CIPC may investigate such complaint and take relevant action in the form of requesting information from the company or any interested person and even issuing compliance notices to the company which must be complied with. 	<p>Step 1: Complete form CoR 135.1</p> <p>Step 2: Submit form CoR135.1 with documentary proof via CoR135.1complaint@cipc.co.za.</p> <p>Step 3: CIPC will conduct a preliminary investigation and respond back to the complainant.</p> <p>Step 4: CIPC may do a formal investigation and issue a report on the matter.</p> <p>Refer to the CIPC website for detailed explanation of process and requirements.</p>

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**COMPANIES AND INTELLECTUAL PROPERTY COMMISSION
REPUBLIC OF SOUTH AFRICA**

CoR18.3 - Registration Certificate

Issue date: 19/12/2025
Print date: 19/12/2025
Customer code: AERPUF
Tracking number: 112688348

Concerning:

**Conversion of 'OUTENIQUA GAME FARM CC' 2000/017253/23 to
'OUTENIQUA GAME FARM (PTY) LTD' 2025/970577/07.**

The above named Company has been converted from a Close Corporation in terms of Schedule 2 of the Companies Act, 2008, with effect from the date 19/12/2025 of this certificate.

The Company's name as shown above, has been altered by the Commission to comply with the requirements of Section 14 (3) of the Companies Act, 2008, and otherwise appears to be acceptable in terms of the Act.



Commissioner: CIPC

DMW

About this certificate

This Certificate is issued in terms of Schedule 2 of the Companies Act, 2008, and Regulation 18 of the Companies Regulations, 2011.

If the Commission has issued a Notice of a Potentially Contested Name in conjunction with the certificate, the company must serve that notice on each person identified in the Notice, and any such person has the right to challenge the use of the name, by the company.

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Contact centre 086 100 2472

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**Certificate issued by the Companies and Intellectual Properties
Commission on Friday, December 19, 2025 11:37
Certificate of Registration**



Registration number	2025/970577/07
Converted from Close Corporation	2000/017253/23
Enterprise Name	OUTENIQUA GAME FARM (PTY) LTD
Enterprise Shortened Name	None provided.
Enterprise Translated Name	None provided.
Registration Date	19/12/2025
Business Start Date	19/12/2025
Enterprise Type	Private Company
Enterprise Status	In Business
Financial year end	February
Main Business/Main Object	NO RESTRICTIONS ON BUSINESS ACTIVITIES
Postal address	P O BOX 59 RUITERBOS RUITERBOS WESTERN CAPE 6506
Address of registered office	FARM RUITERBOS MOSSEL BAY MOSSEL BAY WESTERN CAPE 6506

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Docex 256, Pretoria

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**Certificate issued by the Companies and Intellectual Properties
Commission on Friday, December 19, 2025 11:37
Certificate of Confirmation**



Registration number **2025/970577/07**
Enterprise Name **OUTENIQUA GAME FARM (PTY) LTD**

Active Directors / Officers

Surname and first names	Status	ID number or date of birth	Director type	Appoint-ment date	Addresses
REEVES-MOORE, LYNDALL MEEGYN	ACTIVE	8007100025086	Director	19/12/2025	Postal: P O BOX 59, RUITERBOSCH, 6506 Residential: OUTENIQUA GAME FARM, R328, RUITERBOSCH, 6506
SMITH, KERRYN GAYLE	ACTIVE	7508200059082	Director	19/12/2025	Postal: P O BOX 59, RUITERBOSCH, 6506 Residential: OUTENIQUA GAME FARM, R328, RUITERBOSCH, 6506
SMITH, CLINT MARK	ACTIVE	7409025117082	Director	19/12/2025	Postal: P O BOX 59, RUITERBOSCH, 6506 Residential: OUTENIQUA GAME FARM, R328, RUITERBOSCH, 6506
REEVES-MOORE, PATRIC	ACTIVE	6501315057084	Director	19/12/2025	Postal: PO BOX 59, RUITERBOSCH, 6506 Residential: OUTENIQUA GAME FARM, R328, RUITERBOSCH, 6506

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Docex 256, Pretoria

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AGREEMENT OF LEASE

ENTERED INTO BY AND BETWEEN

THIDO CARRIERS TRUST
REGISTRATION NUMBER IT003948/2004(C)
Duly represented by Marthinus Jacobus La Grange
(hereinafter referred to as the LESSOR)

AND

OUTENIQUA GAME FARM (PTY) LTD
REGISTRATION NUMBER 2000/017253/23
Duly represented by Patric Reeves-Moore
(Hereinafter referred to as the LESSEE)

WHEREAS the Lessor has agreed to let a portion of Portion 16 of the Farm Tygerfontein, in extent 1,5 Hectares, Province of the Western Cape, indicated on Annexure "A" to this Agreement.
(hereafter called the Leased Premises)

to the LESSEE, who has agreed to lease same subject to certain terms and conditions, for the purpose of developing, constructing, operating and maintaining a Solar Photovoltaic Power Generation facility.



NOW THEREFORE THESE PRESENTS WITNESSETH:

1. HEAD NOTES

The headlines to the paragraphs of this Lease Agreement are inserted for reference purposes only, and shall in no way govern or effect the interpretation thereof.

2. DEFINITIONS

- 2.1 "Commencement date" means 1 October 2025;
- 2.2 "Lease Period" means 2 (Two) consecutive 10 (Ten) year agreements from the Commencement Date;
- 2.3 "Leased Premises" means a portion indicated on Annexure "A", measuring 1,5 Hectares situated on Tygerfontein Portion 16, in the Municipality of Hessequa, Division Riversdal, Province of the Western Cape;
- 2.4 "Rental" means the amount of R2 000.00 (Two Thousand Rand) per month, payable as set out herein below.

3. LEASED PREMISES

- 3.1 The Lessor hereby lets to the Lessee who hereby takes on, to lease the Leased Premises as described above, and which shall only be used by the Lessee for the purpose of installing, operating and maintain a solar electric power plant, and all ancillary activities reasonably connected therewith, and not for any other or business purposes whatsoever, without the prior written consent of the Lessor, which consent shall not unreasonably be withheld. The parties agree that there will be a joint venture entered into for the joint use of the property, and that the Lessor retains the right to use the land for other purposes, provided it does not interfere with the solar farm
- 3.2 The Lessee shall not use the property in any manner contrary to law or Municipal regulations.

4. LEASED PERIOD

- 4.1 The Lease shall commence on 1 October 2025, notwithstanding the date of signature hereof and shall continue for 9 (Nine) years and 11 (Eleven) months until the 31st of September 2035; and;
- 4.2 The Lessee shall have the sole option to renew the lease for a further 9 (Nine) years and 11 (Eleven) months and by giving the Lessor 2 (Two) months' notice of their intention to renew the Lease.

5. RENTAL

- 5.1 The rental is payable by the Lessee to the Lessor, shall be R2 000.00 (Two Thousand Rand), excluding VAT, per month, for the Lease Period;
- 5.2 The said rental shall be payable monthly in advance not later than the first day of each month without demand and deduction free of exchange, at such address the Lessor may



from time to time advise the Lessee in writing. It is recorded that from the commencement date of the Lease, the Lessor has elected that the rental be paid directly to the Lessor:

ACCOUNT HOLDER
BANK

Thick Carriers Trust
FNB

ACCOUNT NO

624 0870 7745

PAYMENT REFERENCE

Huur Sonpanele

- 5.3 On signing of this agreement the Lessee shall deposit an amount of R2 000.00 (Two Thousand Rand) which will be kept by the Lessor for the full period of the contract, and which amount, or part thereof will be applied towards repairing damages, which may have been caused by the Lessee to the property let to him, and/or towards outstanding rental. Refund of the deposit will only be considered 30 (Thirty) days after termination of this contract;
- 5.4 The deposit will be invested, in an interest bearing account by the Lessor, on the Lessee's behalf;
- 5.5 Prior to the expiry date, this agreement will only be terminable by the Lessee with the prior written consent of the Lessor, and with a 2 (Two) month notice thereto, by the Lessee to the Lessor;
- 5.6 The Lessor, should he wish to sell the Leased Premises, must first offer same to the Lessee, whom will have 30 (Thirty) days to elect to proceed with the sale.

6. CHARGES AND VARIATION IN RATES, TAXES AND SERVICES FEES

- 6.1 The Lessor shall pay the rates and taxes levied from time to time in respect of the Leased Premises;
- 6.2 The Lessee shall be responsible for their own electricity usage.

7. RIGHTS AND OBLIGATIONS OF LESSOR

- 7.1 The Lessor has the obligation to:
- 7.1.1 provide the Lessee with undisturbed use and enjoyment of the Leased Premises during the duration of the Lease;
- 7.1.2 ensure that the premises are legally capable of being used for the intended purpose;
- 7.1.3 allow all necessary accesses from Lessor's property, should same be necessary at any time.

8. RIGHTS AND OBLIGATIONS OF THE LESSEE

- 8.1 The Lessee shall:
- 8.1.1 keep the Leased Premises neat and orderly;
- 8.1.2 obtain all necessary statutory approvals, licences and contents for the operation of the solar plant;
- 8.1.3 at its own cost, maintain the solar electrical plant and all related infrastructure;

8.1.4 restore the Leased Premises to clean a condition upon termination, with the exception of the agreed installations forming part of the land that will become the property of the Lessor;

8.1.5 the Lessee shall, on its own costs, obtain all necessary permits, licences and approvals from the relevant authorities, including SPLUMA and Environmental authorisations and grid connection agreements.

8.2 Any permanent improvements made by the Lessee shall, unless otherwise agreed, become the property of the Lessor upon termination of this Lease, without compensation.

9. DAMAGES

9.1 An entry inspection will be done together by both the Lessor and Lessee, upon handing over of the keys and remotes to the property;

9.2 The Lessor shall not be liable or responsible to the Lessee or its servants, visitors or any other person for any damage, whether to person or property, which may be suffered on the Leased Premises due to fire, flood, rain, wind, gas explosion or due to riots, strikes, civil disturbance, war, vis major, or any other cause whatsoever;

9.3 The Lessee indemnifies the Lessor against all action, proceedings, costs, damages, claims and demands of any kind whatsoever in respect of the use of the premises by the Lessee, his visitors and/or any other person unless the same are caused by the negligence of the Lessor. In the event of the Leased Premises being totally destroyed by any of the causes aforesaid, the Lessor shall not be obliged to rebuild the Leased Premises, but is entitled to terminate this Lease. Should the Lessor decide to rebuild the premises, the Lessee shall in such event have the first right and option to hire a portion of the new premises, corresponding in size and nature to the premises hereby let. In the event of the partial destruction of the Leased Premises by any cause whatsoever, the Lessor shall take steps as soon as may reasonably possible, for the repair thereof, and the Lessee shall be entitled to an abatement of rental during the period from the date of such destruction to date on which repair is completed, the amount of such abatement to be mutually agreed upon;

9.4 The parties will conduct an exit inspection of the property, before any deposit will be paid back. A detailed record of this inspection will be written and signed by both the Lessor and Lessee.

10. ALTERATIONS

No material alterations shall be made to the above property, and no plants or trees may be removed from the premises, without the written consent of the Lessor, save that the parties agree that the Lessee will be conducting a Solar Plant installation on the property and the Lessor. Hereby consents thereto.

11. ASSIGNMENT AND SUBLETTING

The Lessee shall not cede, assign or hypothecate any of his rights under this Lease Agreement, nor shall the Lessee sublet or part with the occupation of the whole or any portion of the Leased Premises, without the prior written consent of the Lessor, which consent shall not be unreasonably withheld.

12. LESSOR'S INSURANCE POLICY

The Lessee shall not do, or permit to be done, anything which may vitiate or adversely affect any fire or storm water damage insurance policy in respect of the Leased Premises, and if the rates of insurance being increased by reason of any act or omission on the part of the Lessee, then the Lessee shall be liable for and pay such increase.

13. LESSEE'S INSURANCE AND LIABILITY

- 13.1 The Lessee shall insure its equipment and operations on the Leased Premises against all customary risks;
- 13.2 The Lessor shall not be liable for any damage or loss suffered by the Lessee, except where caused by the Lessor's gross negligence or wilful misconduct;
- 13.3 The Lessee shall maintain Public Liability Insurance, and shall indemnify the Lessor against all claims arising from the construction or operation of the Solar Farm, except where the loss arises from the Lessor's gross negligence or wilful misconduct.

14. FIXTURES AND FITTINGS

The Lessee shall not be at liberty to erect such fixtures and fittings as the Lessee may choose, without the written consent of the Lessor, and provided that they are in keeping with the nature of the Lessor's building. Upon expiry of this Lease, or any extension thereof, the Lessee shall remove the same and the Lessee shall restore the Leased Premises to its original condition. Any damage so caused, excluding reasonable wear and tear, shall be repaired and made good by the Lessee before delivering up the premises to the Lessor.

15. CONDITION ON TERMINATION

The Lessee undertakes, at the termination of this lease agreement, to deliver the said property in the same good order as in which it is at present, reasonable wear and tear.

16. BREACH

- 16.1 In the event of the Lessee failing to effect any payment in terms of this Lease or any extension thereof on due date, or in the event of the Lessee failing to remedy any other breach of the terms and conditions of this Lease, or any extension thereof within seven (7) days of having been thereto required by the Lessor or its agent in writing, or in the event the Lessee should be liquidated provisionally or otherwise, the Lessor shall have the right forthwith:
 - 16.1.1 to cancel this Lease Agreement, to eject the Lessee and to retake possession of the Leased Premises without prejudice to the Lessor's rights to claim arrear rental, together with interest thereon at the rate of 10.25% (Ten point Two Five percent) per annum, from date of default to date of payment, subject to the right of the Lessor to claim payment for any amounts which may be due as compensation for damages to the property, or damages resulting from breach of contract by the Lessee. Should the Lessee remain in occupation of the property after the Lease Agreement has been cancelled as abovementioned, the Lessee shall be liable to pay further rental for this further duration of the occupation, being liquidated damages payable to the Lessor.

17. DISPUTE RESOLUTION

- 17.1 In the event of there being any dispute or difference between the parties arising out of this Agreement, or in connection with it, or regarding its interpretation, validity, execution, implementation, termination or cancellation, the said dispute or difference shall on written demand by any party to the dispute, be submitted to arbitration in the Province of the Western Cape, in accordance with the Rules of the Arbitration Foundation of Southern Africa ("AFSA");
- 17.2 In the event of a party to the dispute wishing to join another party that is not already one of the parties to the dispute or to the arbitration, then it shall be entitled to do so by written notice to the said other party or parties to the dispute, and the arbitrator or arbitrators. Upon receipt of this notice by the said other party, it shall become a party in the arbitration;
- 17.3 Any party to the arbitration may appeal the decision of the arbitrator or arbitrators in terms of the Rules of AFSA;
- 17.4 Nothing herein contained shall be deemed to prevent or prohibit a party to the arbitration from applying to the appropriate Court for urgent relief or for judgment, in relation to a liquidated claim;
- 17.5 Any arbitration in terms of this clause 17, shall be conducted *in camera* and the parties shall treat as confidential and not disclose to any third party details of the dispute submitted to arbitration, the conduct of the arbitration proceedings or the outcome of the arbitration, without the written consent of all the parties thereto;
- 17.6 The provisions of this clause will continue to be binding on the parties, notwithstanding any termination or cancellation of the Agreement;
- 17.7 The parties agree that the written demand by a party to the dispute in terms of clause 17.2, that the dispute or difference be submitted to arbitration, is to be deemed to be a legal process for the purpose of interrupting extinctive prescription in terms of the Prescription Act. No. 68 of 1969.

18. JURISDICTION

The parties agree and consent to the jurisdiction of the Magistrate's Court in terms of Section 45 of the Magistrate's Court Act, in connection with any action or suit arising from this Agreement, or the cancellation thereof.

19. AMENDMENTS

No agreement or contract purporting to amend, vary or modify this agreement of Lease, shall not be binding unless reduced to writing and signed by both the parties hereto.

20. LATITUDE OR EXTENSION OF TIME

Any indulgence shown, extension given, or right waived, whether relating to the payment of rent or any other matter or thing hereunder, shall in no way operate as an estoppel against the Lessor, or in any way limit the Lessor's rights under the lease, or modify or alter the same, and the Lessor shall at all times be entitled to exercise their rights hereunder as though no indulgence was shown, extension given or right waived.



21. LEGAL PROCEEDINGS

In the event of it being found necessary by the Lessor to instruct an attorney to collect any overdue amounts owing by the Lessee to the Lessor, or to take any legal proceedings for the recovery of any amount due to or to become due hereunder, either in respect of rental or any other obligation, the Lessee shall pay all costs incurred by the Lessor's as between Attorney and client, shall pay the usual collection commission of 10% (ten per centum) charged in respect of all such moneys collected.

22. DOMICILIUM CITANDI ET EXECUTANDI

The parties choose domicilium citandi et executandi for all purposes under this Lease Agreement as follows:

22.1 The Lessor: _____

22.2 The Lessee: _____

Any notice by one party to the other in connection with this Lease Agreement addressed to such party, and posted by prepaid registered mail to such domicilium, shall be deemed to have been received on the seventh (7th) day, after the day upon which it was posted.

23. GOVERNING LAW

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

24. COSTS

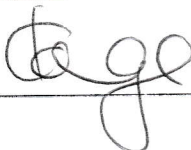
The costs of and incidental to the drawing and execution of this Lease Agreement, including stamp duty thereon, shall be borne and paid by the Lessee.

25. WHOLE AGREEMENT


This Agreement constitutes the entire agreement between the parties and no amendment shall be valid unless reduced to writing and signed by both parties.

DATED at Albertinia on this the 24 day of September 2025

AS WITNESSES:

1. 

2. _____

(LESSOR) 

DATED at _____ on this the _____ day of _____ 2025

AS WITNESSES:

1. _____

2. _____

(LESSEE)

