

MARULENG MUNICIPALITY



PROJECT PREPARATORY AGREEMENT

BID NO: MLM/SCM/82/2024

BID DESCRIPTION: APPOINTMENT OF AN INVESTOR OR INVESTOR OPERATOR TO DESIGN, BUILD, OPERATE AND TRANSFER A SOLAR PHOTOVOLTAIC FACILITY GENERATING A MAXIMUM 100MW_p ELECTRICITY ON THE GRID

made and entered into between

MARULENG LOCAL MUNICIPALITY

“herein – after referred to as MLM”

And

BHAMBATHA PROJECT MANAGEMENT (PTY) LTD

Registration Number: 2020/172192/07

“herein – after referred to as Independent Power Producer (IPP)”

And

KGORA AFRIKA FUND (PTY) LTD

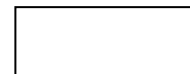
Registration Number: 2018/377587/07

“herein – after referred to as Transaction Advisor (TA)”



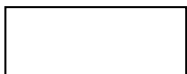
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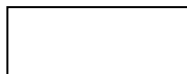


1. DEFINITIONS

- 1.1. **“Agreement”** means this Project Preparatory Agreement;
- 1.2. **“Build–operate–transfer/BOT”** means the Project delivery method;
- 1.3. **“Business day”** means any day other than a Saturday, Sunday or South African public holiday.
- 1.4. **“Day”** means a calendar day.
- 1.5. **“Deliverables”** means any information collected, a document drawn, a programme devised.
- 1.6. **“Effective date”** means the signature date;
- 1.7. **“EIRR”** means economic internal rate of return;
- 1.8. **“FIRR”** and financial internal rate of return;
- 1.9. **“Institutional Analysis”** means the IPP prepared analysis which aims to ensure that (i) the BOT Project is institutionally sound and adequate capacity exists for a successful implementation; and (ii) the institutional arrangements facilitate effective and sustainable operations and maintenance of the project facilities.
- 1.10. **“Independent Power Producer”** means Bhambatha Project Management (Pty) Ltd, a company with limited liability incorporated in terms of the company laws of the Republic of South Africa with registration number: **2020/172192/07**, duly appointed as the investor operator to invest in the project as allocated by the MLM;

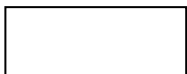


- 1.11. **“MLM”** means the Maruleng Local Municipality, a municipality that shares municipal executive and legislative authority in its area with a district municipality within whose area it falls as defined in the Municipal Structures Act, Act No. 117 of 1998 as amended;
- 1.12. **“MFMA”** means Municipal Finance Management Act, Act No. 56 of 2003 as amended;
- 1.13. **“Month”** means a month calculated from a particular day in one month to the day before the day numerically corresponding to it in the following month;
- 1.14. **“NPV”** means net present value;
- 1.15. **“Output Specifications”** means the IO’s technical specification in relation to Phase I of the BOT Project focusing on the requirements for the planning phase (Phase I) of the Project;
- 1.16. **“Parties”** means all the Parties to this Agreement;
- 1.17. **“Party”** means one or more than one of the Parties to this Agreement as the context may indicate;
- 1.18. **“PFMA”** means Public Financial Management Act, Act No. 1 of 1999 as amended.
- 1.19. **“Phase I/Phase One”** means the planning phase of the BOT implementation of the Project within the MLM;
- 1.20. **“Public-Private Partnership/PPP”** means in terms of Regulation 16 of the PFMA, a commercial transaction between an institution and a private party in terms of which the private party either performs an institutional function on behalf of the institution for a specified or indefinite period; or acquires the use of state property for its own commercial purposes for a specified or indefinite period; the private party receives a benefit for performing the function or by utilizing state property, either by way of (i) compensation from a revenue fund; (ii) charges or fees collected



by the private party from users or customers of a service provided to them; or (iii) a combination of such compensation and such charges or fees;

- 1.21. **“Procurement”** means the procurement policies of the MLM;
- 1.22. **“Project”** means the project to be implemented in terms of this Agreement which includes the implementation of a solar photovoltaic facility generating a maximum of 100MWp electricity on the grid as defined under Bid Number: MLM/SCM/82/2024;
- 1.23. **“Regulations”** means the Municipal PPP Regulations in relation to the MFMA as amended from time to time;
- 1.24. **“Signature Date”** means the date of signature of this Agreement by the Party signing last;
- 1.25. **“SPV”** means a Special Purpose Vehicle
- 1.26. **“Termination Date”** means the date of termination of this Agreement in accordance with its terms;
- 1.27. **“Transaction Advisor”** means Kgora Afrika Fund (Pty) Ltd, a company with limited liability incorporated in terms of the company laws of the Republic of South Africa with registration number: 2018/377587/07, duly appointed to perform transaction advisory services in this project as allocated by the MLM; and
- 1.28. **“Warranties”** means collectively any and/or all warranties (if any) given by the service provider in terms of this agreement;



2. PREAMBLE

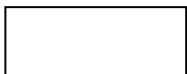
WHEREAS the MLM, IPP and TA have entered into a Project Preparatory Agreement for the planning and to develop a comprehensive large scale development project related to the implementation of build, operate and transfer a solar photovoltaic facility generating a maximum 100 MW electricity with storage system connected to the grid as defined under Bid Number: **MLM/SCM/82/2024**.

AND WHEREAS the IPP shall review the existing Pre-Feasibility Study, present preliminary designs, conduct EIA, conduct Radiation study, conduct a Feasibility Study, Conduct Technical Studies Assessment in partnership with Eskom and Viability Studies with the support of the TA. The IPP shall further register the project with NERSA as a generator. The process and completion of the required and/or relevant studies shall constitute Phase 1 of **MLM/SCM/82/2024**.

AND WHEREAS the Acting Municipal Manager is empowered and has the authority to enter into this agreement without prior consultation with either Limpopo Provincial Treasury or National Treasury, the parties agree that the Municipality, Limpopo Provincial Treasury and the National Treasury are responsible for implementing MFMA Section 33 to give effect to the long term relationship beyond this agreement which allows construction and facility management phases to be implemented once the Phase of **MLM/SCM/82/2024** is complete.

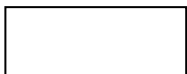
AND WHEREAS the IPP agrees to enter into this Project Preparatory Agreement, which is subject to Section 33 of MFMA applicable to government bids, contracts and orders as per clause 9 of the bid document **MLM/SCM/82/2024**.

THEREFORE, the parties wish to record in writing the terms and conditions of their agreement relating to the aforementioned and matters incidental thereto.



3. INTERPRETATION

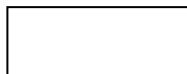
- 3.1. In this agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention:-
- 3.2. An expression which denotes;
 - 3.2.1. Any gender includes the other genders;
 - 3.2.2. a natural person includes an artificial or juristic person and vice versa; and
 - 3.2.3. the singular includes the plural and vice versa.
- 3.3. Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date of this agreement, and as amended or re-enacted from time to time.
- 3.4. When any number of days is prescribed, such shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a Saturday, Sunday or Public Holiday, in which case the last day shall be the next succeeding day which is a business day.
- 3.5. Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.
- 3.6. Clause headings have been inserted for reference purposes only and should not be utilized in the interpretation thereof.
- 3.7. If any provision in the definition is a substantive provision conferring to rights or imposing obligations on any party, notwithstanding that it is only in this interpretation clause, effect shall be given to it as if was a substantive *provisio* in the body of this Agreement.



- 3.8. Any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time.
- 3.9. Expiration or termination of this agreement shall not affect such of the provisions of this Agreement that expressly provide that operate after such expiration or termination, or which of necessity must continue to have effect after such expiration or termination provide for this.
- 3.10. The *contra-preferentem* rule shall not be applicable in the interpretation of this agreement. The rule means that the document is interpreted in favour of the party not represented in the drafting of the agreement.
- 3.11. Where figures are referred to in numerals and words, if there is any conflict between the two, the words shall prevail.
- 3.12. In the event of any inconsistency or conflict between this Agreement and the terms and conditions of any other documentation or annexure forming part of this Agreement, then the terms and conditions of this Agreement will prevail.

4. INTRODUCTION

- 4.1. MLM resolved to promote overall economic development by identifying and implementing economic development projects and investments intended to expand and diversify the economic base of the MLM.
- 4.2. The TA and IPP are tasked with the responsibility to develop a concept, review and/or conduct a pre-feasibility study (if any exists), conduct a feasibility study, conduct other technical and viability studies. The above-mentioned studies will guide the implementation and operation of projects to business in line with the MFMA. This project preparatory agreement will provide a clear guide in terms of scope, work-breakdown and detailed plans of Phase 1. This will serve as a reference point for implementation and operation stages.



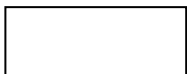
5. SCOPE OF WORK

Bid MLM/SCM/82/2024, is a Solar Photovoltaic Project to be implemented by the MLM as an off-balance sheet initiative. The scope of work is primarily capital raising for planning, construction and operation of the Solar Plant and it further entails the following key areas

- 5.1. The preferred approach is a Build, Operate and Transfer over a period of years (planning, construction and operations combined). *MLM has appointed a Transaction Advisor to facilitate the sourcing of an investor and over-see successful implementation of the project of the life cycle of the project.*
- 5.2. The project investment required is inclusive of taxes and transaction advisory fees.
- 5.3. The Transaction Advisor has a mandate to facilitate procurement and localise the project as well as assist and support the investor with all the necessary compliance.

6. DURATION

- 6.1. This Agreement shall commence on the effective date with the IPP and TA, upon signature of this Agreement having 36 (thirty-six) months to perform the obligations set under the terms and conditions of this Agreement in preparation for the planning phase (Phase I) of the BOT implementation of the Project.
- 6.2. The Parties agree that the Municipality, Limpopo Provincial Treasury and the National Treasury are responsible for implementing MFMA Section 33 to give effect to the long term relationship beyond this agreement which allows construction and facility management phases to be implemented once the Phase of **MLM/SCM/82/2024** is complete.
- 6.3. The parties agree to enter into the Service Level Agreement, Land Availability Agreement, Power Purchase Agreement and Special Purpose Vehicle Agreement by way of Section 33 of the MFMA Process which shall take the entire project duration into consideration.



7. STUDIES AND PLANNING

The Parties agree that a *Pre-feasibility, Designs (Concept Development), Geo-Tech, Surveys, Radiation study, Eskom Technical Assessment, the EIA, Feasibility studies, Viability study, Impact Study and the Financial Close* are the key components of Phase I (Planning Phase). The parties agree that the IPP's feasibility study in respect of Phase I of the BOT implementation of the Project shall include the following:

7.1. **An introduction to the feasibility study**

7.2. **An analysis** which shall include the IPP's strategic objectives, the BOT Project Budget for this Phase I, Institutional Analysis, Output Specifications, scope of the project;

7.3. **Solution options analysis** by IPP that evaluates every possible pathway that leads to a desired outcome of the implementation of the BOT Project including options considered for the Project:

7.3.1. An evaluation and assessment of each option pursuant to clause 7.3;

7.3.2. Assessing IPP's role in Phase I of the Project;

7.3.3. Developing and providing detail to the legal architecture and design of the BOT Project;

7.3.4. Summary of evaluation and assessments of all options considered by IPP;

7.3.5. Review of risk allocation assumptions to assess whether those risks can be allocated;

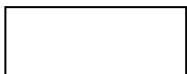
7.3.6. Review of project assumptions and whether they are practically and legally viable;

7.3.7. Assess the financial management and accounting structures proposed to identify efficiency gains available through other structural mechanisms;

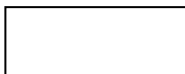
7.3.8. Identifying other contractual and commercial relationships in the sector or related to the sector and how those relationships will interface with the identified project;

7.3.9. Assess risk management structures for potential efficiency gains through alternative structures or modifications;

7.3.10. Assess the financial feasibility and provide valuation of revenues according to the different options and based on various assumptions used in the forecasts including those of demand and pricing should be stated clearly;



- 7.3.11. Advise on a financial (capital) structure for mobilizing debt in respect of implementation of BOT Project;
 - 7.3.12. Legality of budgeting assumptions and the management of revenue flows; and
 - 7.3.13. Assessing chosen approach to PPP and whether any aspect of that approach will conflict with available or required procurement, contracting and financing structures and recommendation of a preferred option.
- 7.4. **Project due diligence**, including, legal aspects (land access/rights, use rights, regulatory matters, approvals required, vires of grantor, key challenges to risk allocation as law):
- 7.4.1. Identify licensing, permitting and other legal risks that need to be addressed and allocated under the chosen approach;
 - 7.4.2. Site enablement;
 - 7.4.3. Socio-economic and environmental; and
 - 7.4.4. Initial market testing.
- 7.5. A **value assessment** which includes inter alia the following:
- 7.5.1. PSC model of this Phase I;
 - 7.5.2. Technical definition of the BOT Project;
 - 7.5.3. Discussion on costs (direct and indirect) and assumptions made on cost estimates of the implementation of the BOT Project;
 - 7.5.4. Discussion on revenue (if relevant) and assumptions made on revenue estimates; and
 - 7.5.5. Discussion on all BOT Project assumptions made throughout all phases of the BOT Project which in construction of the model, including inflation rate, discount rate, depreciation, and budgets.

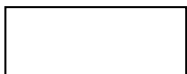


7.6. **References to the BOT of the Project**

- 7.6.1. The technical definition of the Project;
- 7.6.2. Discussion on costs (direct and indirect) and assumptions made on cost estimates surrounding the implementation of the Project;
- 7.6.3. Discussion on revenue, and assumptions made on revenue estimates;
- 7.6.4. Discussion on proposed BOT Project;
- 7.6.5. The structure and sources of funding in relation to the BOT Project model;
- 7.6.6. Payment mechanisms in relation to the Project;
- 7.6.7. Discussion on all model assumptions made in the construction of the model, including inflation rate, discount rate, depreciation, tax and VAT; and
- 7.6.8. Summary of results from the BOT reference model: NPV.

7.7. **Risk assessment**

- 7.7.1. Comprehensive risk matrix for all BOT Project risks;
 - 7.7.1.1. identify the risks that the Project would/may potentially face;
 - 7.7.1.2. Which stakeholders (MLM/IPP) would be negatively affected;
 - 7.7.1.3. Summary of the IPP retained and transferable risks;
 - 7.7.1.4. The NPV of all risks (retained and transferable) to be added onto the base PSC model;
 - 7.7.1.5. The NPV of all retained risks to be added onto the BOT Project model;
- 7.7.2. The risk assessment pursuant to this clause 7.7 shall contain recommendations on the mitigation mechanisms for each of the identified risks to be implemented by the Party identified to bear that risk whereby the risk assessment and applicability and economy of various risk mitigation mechanisms should be carried out.



7.8. Risk adjustment of implementation of the BOT Project

- 7.8.1. Summary of results: NPV, key indicators;
- 7.8.2. Sensitivity analyses;
- 7.8.3. Statement of affordability;
- 7.8.4. Statement of value for money; and
- 7.8.5. Recommended procurement choice.

7.9. Economic valuation, including:

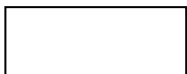
- 7.9.1. Introduction and evaluation approach;
- 7.9.2. Assumptions;
- 7.9.3. Valuation results;
- 7.9.4. Macroeconomic Impact;
- 7.9.5. Market Analysis; and
- 7.9.6. Project level analysis project cost-benefit analysis, including NPV, FIRR and EIRR.

Preparation of Procurement Plan

Prepare the procurement plan as per National Treasury Practice Notes and Treasury Regulation 16 to the PFMA.

8. CONCEPT DEVELOPMENT

The IPP shall conduct a detailed narrative of the development concept based on the BOT implementation a photovoltaic (PV) solar energy facility of up to 100 MW within local municipalities of MLM,



9. TECHNICAL STUDIES

9.1. The Parties hereby agree that the IPP with the support of the TA, shall conduct a technical assessment providing a detailed account of all potential impact(s) that the BOT implementation would have on the Project, in order to determine suitable mitigation measures to manage the risk (if any) posed to the BOT implementation of the Project by the IPP Special Purpose Vehicle.

9.2. The IPP and where necessary, the TA (in the event that the IO shall require the TA's support) shall agree that the following assessments/studies shall in terms of the technical planning of the Project be conducted during Phase I of the BOT implementation of the Project conduct the following assessments.

9.3. VIABILITY STUDY

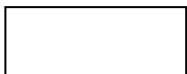
9.3.1. The Parties hereby agree that the IPP shall conduct a Financial Viability assessment and draw up a Financial Viability Report on the BOT for Financial Close; and

9.3.2. The IPP shall secure sound financial management practices that enhance the financial viability & compliance with the requirements of the MFMA in conjunction with any relevant legislation pursuant to this clause 5.

10. IMPACT STUDY

10.1.1. The Parties hereby agree that the IPP shall conduct an impact assessment outlining any and/or all potential direct, indirect and cumulative impacts that may occur as a result of the planning and design phase, construction phase, operational phase and transfer phase, in accordance with Environmental Impact Assessment Regulations, 2014.

10.1.2. The Parties agree that the responsibilities of the IPP in terms of this Agreement and the impact assessment shall include inter alia the following determinations in its Impact Study:



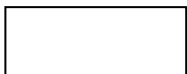
- 10.1.2.1. the IPP shall stipulate determinations on current environmental conditions in sufficient detail to ensure that there is a baseline against which impacts that may be identified and measured;
- 10.1.2.2. The IPP shall stipulate a forecast on future changes to the environment that will occur in the event that the BOT implementation of the Project activity does not commence;
- 10.1.2.3. The IPP shall in the Impact report, develop an understanding of the activity in sufficient detail to ensure a comprehensive understanding of the consequences subject to the BOT implementation of the Project; and
- 10.1.2.4. The IPP shall, in its Impact Report, identify all significant impacts which are likely to occur during all phases of the BOT implementation of the Project.

11. PRESENTATION OF THE FEASIBILITY STUDY FOR TREASURY REVIEW & RECOMMENDATIONS

- 11.1. The Parties agree that a feasibility study pursuant to clause 5 and 6 deliverables, must each be compiled in a single report in Ms Word format (with relevant annexures) and delivered as both electronic and hard copy documents.
- 11.2. The Parties agree that all financial models must be in Excel format and must clearly set out all assumptions made, sensitivity analyses carried out and model outputs.
- 11.3. The Parties agree that financial models shall be sufficiently adaptable for use by others at later stages.

12. PROCUREMENT DELIVERABLES (IF APPLICABLE) FOR TREASURY REVIEW & RECOMMENDATIONS: IIA (TVR: IIA)

The TA shall deliver the following:



12.1. APPROVAL AND ADMINISTRATION OF THE BIDDING PROCESS FOR TREASURY VIEW & RECOMMENDATIONS: IIB (TVR: IIB)

12.1.1. The TA shall prepare a complete set of procurement documents, complying with public sector procurement law, policies and guidelines, and in accordance with the Supply Chain Management (SCM) policies of the IPP/SPV. The documentation must be consistent with the results of the feasibility studies and enable the IIO to obtain relevant approvals.

12.1.2. The TA shall provide the MLM all the necessary drafting, bidder communication and administrative support necessary for the entire procurement process to be conducted in accordance with law and policy, and to the highest standards of efficiency, quality and integrity.

13. PROJECTS BUDGET

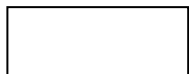
The budget for Project Preparatory is to be advised and this shall be deposited into the SPV account. The budget is structured into Planning budget and TA Fees which are equivalent to 5% or as negotiated.

14. INTELLECTUAL PROPERTY

All the intellectual property developed for and associated including any templates, electronic programmes, methodology or other items, created by the IPP, TA and/or the MLM in respect of this Agreement and the Project on a BOT model, shall become the sole property of the MLM.

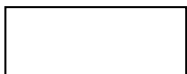
15. ARBITRATION

15.1. Save where otherwise provided in this agreement, in the event of any dispute or difference arising between the Parties hereto relating to or arising out of this agreement, including the validity, implementation, execution, interpretation, rectification, termination or cancellation of this agreement, the Parties shall forthwith meet to attempt to settle such dispute or difference, and failing such settlement within a period of 7 (seven) days, the said dispute or difference shall on written demand by any Party to the dispute be submitted to arbitration in Pretoria



in accordance with the rules of the Arbitration Act, Act 42 of 1965 by an arbitrator agreed to by the Parties.

- 15.2. Should the Parties fail to agree in writing on an arbitrator within 5 (five) days after arbitration has been demanded, the arbitrator shall be appointed by the President for the time being of the Legal Practice Council – Gauteng Branch or his nominee.
- 15.3. The Parties irrevocably agree that the submission to arbitration in terms of this clause 15 is subject to the Parties' rights of appeal set out hereunder.
- 15.4. The decision of the arbitrator shall be final and binding on the Parties to the arbitration after the expiry of the period of 10 (ten) days from the date of the arbitrator's ruling if no appeal has been lodged by any Party.
- 15.5. Any Party to the arbitration may appeal the decision of the arbitrator within a period of 10 (ten) days after the arbitrator's ruling has been handed down by giving written notice to that effect to the other Party or Parties to the arbitration.
- 15.6. The appeal shall be dealt with in accordance with the Arbitration Act, by a panel of 3 (three) arbitrators appointed by President for the time being of the Legal Practice Council – Gauteng Branch or his nominee The decision of the panel of arbitrators shall be final and binding on the Parties to the arbitration.
- 15.7. A decision which becomes final and binding in terms of this clause 15 may be made an order of court at the instance of any Party to the arbitration.
- 15.8. Nothing herein contained shall be deemed to prevent or prohibit either Party from applying to the appropriate Court for urgent relief.
- 15.9. The provisions of this clause 15 will continue to be binding on the Parties notwithstanding any termination or cancellation of this agreement.
- 15.10. Any arbitration in terms of this clause 15 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.



16. FORCE MAJEURE

16.1. If any Party fails to perform its obligations in terms of this Agreement because of an event beyond its reasonable control, that party will not be liable, subject to the terms of this clause, for any loss or damage resulting from its non-performance. Events beyond a party's reasonable control will include one or more of the following:

16.1.1. events recognized as acts of God;

16.1.2. Epidemic, flood, earthquake or like natural disaster;

16.2. To avoid liability for non-performance, the defaulting party must notify the other parties of the nature of the event and the commencement date thereof within 14 (fourteen) days of the event coming to the knowledge of the defaulting party. The defaulting party must also notify the other parties within 14 (fourteen) days of the event ending.

16.3. If the event of the force majeure subsists for more than 90 (ninety) consecutive days, any Party will have the right to terminate this Agreement. The remaining parties or party, as the case may be, will be entitled to complete the scope of work exclusive of the terminating party or parties with no obligation to such terminating Party or Parties. If the Scope is preceded with, the terminating party or parties will make all reasonable efforts to assign to the remaining party all its rights, titles and interests in and to the scope of work, including any contracts with third parties related to the scope of work.

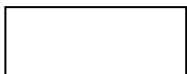
17. DOMICILIUM

The Parties choose their *domicilium citandi et executandi* for all purposes arising out in connection with this Agreement and the following addresses;

17.1. **MARULENG LOCAL MUNICIPALITY**

65 Springbok Street
Hoedspruit

17.2. **Bhambatha Projects (PTY) LTD**



1 Sandra Crescent
Pelham
Pietermaritzburg
3201
E-mail: sandile@bhambathaprojects.co.za

17.3. KGORA AFRIKA FUND (PTY) LTD

Maxwell Office Park
Waterfall City
Midrand
2090
E-mail: derrickmagri@gmail.com

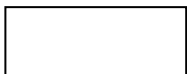
17.4. Each party shall be entitled from time to time, by giving written notice to the others, to vary its physical domicile to any other physical address (not being a post office box or Poste Restante) within the Republic or to vary its postal domicile or its facsimile domicile to any other within the Republic.

17.5. This domicile clause shall not operate to invalidate the giving or receipt of any notice, which is received by the addressee other than by a method referred to in this clause.

17.6. Any notice required or permitted to be given in terms of this agreement shall be valid and effective only if in writing.

18. OFFICIAL CONTACT PERSONS

18.1. The MLM has appointed **Mr Lesly Muroa, the Acting Municipal Manager of Maruleng Local Municipality** or her duly authorised representative as the official contact person between the parties for reporting, assistance, and control processes.



18.2. The IPP has appointed **Mr Sandile Zondi the Chief Executive Officer of Bhambatha (Pty) Ltd** or his duly authorised representative as the official contact person between the parties for reporting, assistance, and control processes.

18.3. The TA has appointed **Mr Bolokang Derrick Montshwe, the Managing Director of Kgora Afrika Fund (Pty) Ltd** or his duly authorised representative as the official contact person between the parties for reporting, assistance, and control processes.

19. GOVERNING LAW AND JURISDICTION

This Agreement shall be construed, governed and interpreted in accordance with the Laws of the Republic of South Africa and the High Court of South Africa, Limpopo Division: Polokwane shall have exclusive jurisdiction in relation to any claim, dispute, or difference concerning this Agreement or any matter arising from it.

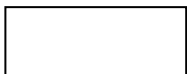
20. TOTALITY OF THIS AGREEMENT

This Agreement constitutes the entire agreement between the Parties with regard to the matters dealt with in this Agreement and or presentations, terms, conditions warranties or material evidence (express or implied) not contained therein shall be binding to the Parties.

SIGNED AT HOEDSPRUIT ON THIS _____ DAY OF _____ 2026.

Mr Lesly Muroa

Municipal Manager of Maruleng Local Municipality



AS WITNESSES

1. _____ 2. _____

SIGNED AT DURBAN ON THIS _____ DAY OF _____ 2026.

Mr Sandile Zondi

Chief Executive Officer of Bhambatha (Pty) Ltd

AS WITNESSES

1. _____ 2. _____

SIGNED AT WATERFALL CITY ON THIS _____ DAY OF _____ 2026.

MR. BOLOKANG DERRICK MONTSHWE

Managing Director of Kgora Afrika Fund (Pty) Ltd

AS WITNESSES

1. _____ 2. _____

