LAND LEASE AGREEMENT

This Lease is for a commercial purpose only, and for such business activities as agreed between the Parties hereto.

21 – Item 1
This Agreement entered into on the:
(hereinafter the "Effective Date")

By and between:

Schedule 1 – Item 2
On the first part:

RA-ESG
Company Registration Number:
Address:
City:
Country:
E-mail address:
Telephone:
Mobile:

Hereinafter the "Lessee"

Schedule 1 – Item 3
And on the second part:

Name:
Company Registration Number (if applicable):
Passport/ID Number and Country of Issue:
Address:
City:
Country:
E-mail address:
Telephone:
Mobile:

Hereinafter the "Lessor"

Each a "Party" and both the "Parties"

CONDITIONS PRECEDENT:

This Agreement shall be considered of no legal effect in the event that the Government of [_____] decline, deny, refuse, cancel, or in any way terminate (or cause to be terminated) any component of the Project.

PREAMBLE:

WHEREAS the Lessor hereby agrees to the terms and conditions of this Agreement to permit the Lessee to build, operate and maintain a sustainable/renewable energy generation plant (the "Project") on the Site for the duration of the Term.

AND WHEREAS the Lessee hereby agrees to the terms and conditions of this Agreement to build, operate and maintain a sustainable/renewable energy generation plant (the "Project") on the Site for the duration of the Term.

1. DEFINITIONS:

1.1. **"Site"** means: The plot(s) of land as further detailed in clause 3.1 and Annexure A – The Site.

1.2. **"Business Days"** means All the days of the year except Saturdays, Sundays, and Public Holidays in [ ] and the United Kingdom.

1.3. **"Days"** means All of the days of the year.

1.4. **"Government"**: means the Government of: [ ].

1.5. **"Term"** means The period of time starting from the Effective Date of this Agreement and ending on the Lease End Date.

1.6. **"Project"** means The design, development, construction, installation, operation and maintenance of the sustainable/renewable energy generation Project on the Site. The Project design shall be at the entire discretion of the Lessee.

1.7. **"Person"** means: any natural person, Body-Corporate or Government ministry, agency or sub-division thereof.

1.8. **"Remedy Period"** means: The period of 15 (fifteen) Days from the date of a Notice of Default sent from one party to another, whereupon the defaulting Party is put to terms to remedy a breach of this Agreement.

1.9. **"Site Documents"** means: All and any legal documents proving rights, titles and benefits pertaining to the Site that are registered with the relevant Land and Property registry of the Government.

1.10. **"Lessee"** means: The Party detailed and described in Schedule 1 – Item 2 on Page 1 of this Agreement.

1.11. **"Lessor"** means: The Party detailed and described in Schedule – Item 3 on Page 1 of this Agreement.

1.12. **"Rent"** means: The financial consideration paid by the Lessee to the Lessor pursuant to the unfettered, sole and exclusive occupation of the Site during the Term.

1.13. **"Lease End Date"** means: The date upon which the Lessee shall vacate the Site and return it to the Lessor.

1.14. **"Approvals"** means: All of the government, ministry, local and national permissions, certificates, studies, reports, tests, evaluations and such other documents that are required to initiate, construct, operate and maintain the Project.

1.15. **"Applicable Law"** means: All legislation, statutes and acts enacted by the Government.

1.16. **"Body-Corporate"** means: any incorporated or formed limited liability company, limited partnership, association, organisation, trust, fund, corporation, syndicate, joint venture or business.

2. INTERPRETATION OF CLAUSES AND LANGUAGE.

2.1. Any phrase introduced by the terms "including", "include" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2.2. If any provision in a Definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is contained in the Definitions clause, effect shall be given to it as if it were a substantive provision in this Agreement.

2.3. Words in the singular include the plural and vice versa.

2.4. The word "Person" shall include Body Corporates.

2.5. Clause and schedule headings do not affect the interpretation of this Agreement.

3. WARRANTS & PLEDGES.

3.1. The Lessor Warrants and Pledges that:

3.1.1. The Site consists of [XXXXX] Hectares, located in [XXXXX], [XXXXX], and is identified as the Red Cross Hatched land in Annexure A – The Site" with each node of the Site identified under the following GPS coordinates:

3.1.1.1.	1.	XX° XX′ XX.XX″ S - XX° XX′ XX.XX″ E
3.1.1.2.	2.	XX° XX′ XX.XX″ S - XX° XX′ XX.XX″ E
3.1.1.3.	3.	XX° XX′ XX.XX″ S - XX° XX′ XX.XX″ E
3.1.1.4.	4.	XX° XX′ XX.XX″ S - XX° XX′ XX.XX″ E

3.1.2. It holds the relevant legal rights, titles and benefits of and to the Site to empower it to enter into this Agreement, and in the event that the Lessor is a Body-Corporate, the signatory acting for and on behalf of the Lessor has obtained all corporate resolutions required to enter into this Agreement.

3.1.3. The Site is free of encumbrance, mortgages, and liens and no Person holds any financial claim or has been granted any security over the Site; and the Lessor is not aware of any current, intended or threatened claim or litigation in this regard.

3.1.4. The Site is currently and shall remain free from pollution, environmental damage, unexploded ordinance, intermittent flooding, unauthorised third-party entry or occupation. This clause 3.1.4. subject to the Lessee's obligations under the further terms and conditions of this Agreement to secure the Site from unauthorised entry.

3.1.5. There are no easements, rights-of-way, ancient-rights, rights-of-access, or any other such rights existing, granted or in dispute over the Site.

3.1.6. It is not aware of any national or local law, by-law, regulation, stipulation, guideline, or any future urban or community planning application that may affect the construction and development of the Site.

3.1.7. It delivers sole and exclusive lawful possession and usage of the entire Site to the Lessee on the Effective Date and shall permit the Lessee to occupy the Site without disturbance, nuisance, or interference by the Lessor and/or its successors, assigns, agents, or creditors for the duration of the Term.

3.1.8. The Site is free from any occupants, physical or body-corporate, legal or illegal.

3.1.9. It has registered this Agreement with the relevant land office as required under Applicable Law.

3.2. The Lessee Warrants and Pledges that:

3.2.1. The signatory acting for and on behalf of the Lessee has obtained all corporate resolutions required to enter into this Agreement.

3.2.2. It shall not use the Site for any other purpose other than the establishment, operation and maintenance of the Project.

3.2.3. It shall lawfully, peacefully and freely hold, occupy, use, operate, and enjoy the Site in order to fulfil its obligations and exercise its rights under this Agreement during the Term.

3.2.4. It has obtained, and/or submitted, and/or is in the process of submitting, all applications for Approvals from the Government and all provincial/municipal authorities and other applicable Government agencies or bodies, needed to lawfully enter into this Agreement and to use the Site for the purposes as further described herein; and shall not construct or develop any components of the Project on the Site until it has received such Approvals.

3.2.5. It shall comply with all Applicable Laws and regulations in respect of power generation, environmental protection and security, and use its best endeavours to prevent fire, explosion or pollution at all times.

3.2.6. It shall not permit any illegal or prohibited matters, objects, substances, materials, products and/or the like, or any products or materials likely to cause

environmental damage or pollution to the Site, to be held, manufactured or operated inside the Site. For the sake of clarity; with the specific exception of Solar Panels, Inverters, sub-stations, racking and cabling and all and any allied/associated products connected to the solar and/or wind generation of energy.

4. TERMS & CONDITIONS.

4.1. Prior to the execution of this Agreement, the Lessor has supplied to the Lessee full and unabridged title documents in respect of the Site (The "Site Documents"), hereto attached Annexure B – The "Site Documents" and the Lessor agrees to supply all and any further documentation related to the Site upon the Lessee's request.

4.2. The Parties agree to expedite all matters and execute all further documentation required in respect of the granting of this lease in a timely manner.

4.3. **Registration of the Lease:** The Parties shall, to the extent required by Applicable Law and practice, properly register this Agreement with the relevant Land and Property Registry Office and any other relevant Government offices that may serve as a place for registering or recording leases.

4.4. **Authorisation to Develop:** Subject to the further terms and conditions of this Agreement, the Lessee is hereby authorised by the Lessor to carry out all construction works on the Site, in accordance with the scope of the Project. The Lessee may renovate any structures, demolish any buildings on the Site and reconstruct others in order to implement the Project.

4.5. **Property, Buildings and Plant:** All buildings erected and machinery installed, including but not limited to; solar panels, inverters, sub-stations, racking, cabling, communications hardware, security fencing and systems shall remain at all times after the Effective Date the sole and exclusive property of the Lessee.

4.6. **Return of the Site to Lessor:** The Lessee shall return the Site to the Lessor on the Lease End Date in the same state as it was delivered on the Effective Date, or at the sole discretion of the Lessor, with betterments.

4.7. **Signage:** The Lessee has the right to erect whatever signage it deems appropriate on the Site.

4.8. **Lessor's Tax:** The Lessor agrees to be responsible for payment of any and all taxes or fees levied by the Government's Applicable Laws, or any organ or agency of the Government arising from the lease of the Site. Should the Lessor fail to pay this tax and the Government holds the Lessee responsible for paying such tax, the Lessee shall have the right to deduct the amount of the tax from the next lease payment or payments. The Lessee shall provide written notice to the Lessor prior to making such deduction.

4.9. **Lessee's Tax:** The Lessee agrees to be responsible for payment of any and all taxes arising from the Lessee's operation of the Project on the Site, such as sales or turnover tax.

4.10. **Access to the Site by Lessor:** The Lessor shall have no automatic or implied right of entry to the Site. The Lessor must give the Lessee no less than 5 (five) Business Days

written notice of an inspection visit, which shall be between 09.00AM and 17.00PM on a Business Day.

4.11. **Insurance:** Lessee shall procure and maintain adequate insurance covering death, injury, fire or any damages occurring within the Site to third parties and their personal property, or as required under Applicable Law.

5. TERM, RENT, PAYMENT & PROFIT-SHARE.

5.1. Term.

5.1.1. The Term of this Agreement shall be 32 (thirty-two) Years from the Effective Date, and accordingly, the Lessee shall have the sole and exclusive right to occupy the Site for that period of time from the Effective Date.

5.1.2. The Term may be extended at the unanimous decision of the Parties.

5.2. Rent and/or Profit Share:

5.2.1. Rent: The Lessee shall pay to the Lessor the following sums of money on the following dates:

5.2.1.1. XXXXX
5.2.1.2. XXXXX

5.2.2. Profit-Share: The Lessor shall share in the following percentage of Net Profit per annum:
5.2.2.1. XXXXX
5.2.2.2. XXXXX

6. ASSIGNMENT.

6.1. The Lessee shall have the right to conditionally assign this Agreement or transfer the Site in whole or in part in accordance with Applicable Law without the Lessor's consent. Lessee shall inform the Lessor of any assignment or transfer of the Site that it enters into and may request from the Lessor an acknowledgement of such assignment or transfer.

6.2. Lessor may assign or conditionally assign its interest in this Agreement provided that the assignee assumes, by way of a signed and notarised agreement that it shall comply with all of the Lessor's obligations and liabilities under this Agreement.

7. EVENT OF DEFAULT.

7.1. An Event of Default shall mean:

7.1.1. Any of the statements, warranties and pledges herein contained proving to be inaccurate or untrue.

7.1.2. Any of the terms and conditions of this Agreement being breached.

7.1.3. Any payment due and payable by the Lessee being more than 30 (thirty) Days late.

7.1.4. Any attempt or action by the Lessor to grant security over or to encumber the Site.

7.1.5. Any procedure being brought against either Party by a creditor to attach or take possession of property or assets of any kind.

7.1.6. The start of any litigation/legal action to put either Party into administration, judicial management or liquidation.

8. BREACH & REMEDY

8.1. Upon a Party (the aggrieved Party) becoming aware of an Event of Default, it shall send a written Notice ("Notice of Default" to the other Party (the Defaulting Party) detailing the exact nature and clause of this Agreement that has been Breached, and the actions required to remedy such breach.

8.2. The Defaulting Party shall have a Remedy Period of 15 (fifteen) Days during which they must remedy the Breach or come to a written and signed agreement with the aggrieved Party.

8.3. If, upon expiry of the Remedy Period, no remedy has been forthcoming and/or no alternative settlement agreement reached, then the aggrieved Party may take whatsoever legal action is required to settle the matter.

9. INSOLVENCY AND BANKRUPTCY.

9.1. If any Party shall become insolvent, bankrupt, or placed into administration or liquidation, or

9.2. have a receiving order or administration order served against it, or

9.3. compound with its creditors, or

9.4. commences to be wound-up or carries on its business under an administration order or administrative receiver for the benefit of its creditors (or any one of them), then the other Party shall have the right forthwith by notice in writing to that Party or to the administrator, administrative receiver or to the liquidator, or any other party to whom this Agreement shall have become vested to terminate this Agreement with immediate effect.

9.5. The rights under this clause 9 shall not prejudice any Parties accrued rights as at the date of termination.

10. FORCE MAJEUR.

10.1. A Force Majeure Event means the occurrence of:

10.1.1. an act of war (whether declared or not), hostilities, invasion, act of foreign enemies, terrorism or civil disorder;

10.1.2. ionising radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

10.1.3. pressure waves from devices travelling at supersonic speeds or damage caused by any aircraft or similar device;

10.1.4. a strike or strikes or other industrial action or blockade or embargo or any other form of civil disturbance (whether lawful or not), in each case affecting on a general basis the industry related to the affected Services and which is not attributable to any unreasonable action or inaction on the part of the Company or any of its Subcontractors or suppliers and the settlement of which is beyond the reasonable control of all such persons;

10.1.5. specific incidents of exceptional adverse weather conditions in excess of those required to be designed for in this Agreement which are materially worse than those encountered in the relevant places at the relevant time of year during the ten (10) years prior to the Effective Date;

10.1.6. tempest, earthquake, hurricane, cyclone, tsunami, tidal wave, flood or any other natural disaster of overwhelming proportions;

10.1.7. pollution of water sources,

10.1.8. plane crashing, volcanic ash,

10.1.9. discontinuation of electricity supply,

10.1.10. any pandemic, plague, disease, medical emergency, causing travel or business restrictions that affects the running of the Project,

10.1.11. other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected Party to take precautions and which the affected Party cannot avoid even by using its best efforts, which in each case directly causes either Party to be unable to comply with all or a material part of its obligations under this Agreement;

10.1.12. Neither Party shall be in breach of its obligations under this Agreement or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that other (otherwise than under any express indemnity in this Agreement) if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure Event except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure Event had not occurred (in which case this Clause 10 shall not apply to that extent).

10.1.13. As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event, any Party invoking it shall submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the Party's obligations under this Agreement.

10.1.14. The Parties shall, and shall procure, that its Subcontractors shall, at all times take all reasonable steps within their respective powers and consistent with Good Operating Practices (but without incurring unreasonable additional costs) to: prevent Force Majeure Events affecting the performance of that Parties obligations under this Agreement, mitigate the effect of any Force Majeure Event, and comply with its obligations under this Agreement.

10.1.15. The Parties shall consult together in relation to the above matters following the occurrence of a Force Majeure Event. Should a single Force Majeure Event interrupt and stall the ability of either party to perform under the terms and conditions of this

Agreement for a continuous period of more than 90 (ninety) days then the Parties shall endeavour to agree any modifications to this Agreement (including without limitation, determination of new tariffs (if appropriate) which may be equitable having regard to the nature of the Force Majeure Event.

11. GOVERNING LAW AND JURISDICTION.

11.1. This Agreement shall be interpreted, governed by and construed in accordance with the laws of: [ ].

11.2. The courts of [ ] shall have jurisdiction to settle any dispute or claim that arises out of, or in connection with this Agreement. Accordingly, any proceeds relating to, or in connection with this Agreement may only be bought in such courts and the Parties consent to the jurisdiction thereof.

12. WHOLE AGREEMENT.

12.1. This Agreement and its Annexures constitute the whole agreement between the Parties with regard to the subject matter hereof and supersedes all prior verbal or written agreements, understandings or representations by or between the Parties regarding the subject matter of this Agreement, and the Parties will not be entitled to rely on, in any dispute any terms, conditions or representations not expressly contained in this Agreement.

13. SEVERABILITY.

13.1. Should any clause or provision contained within this Agreement be deemed invalid or unenforceable, in part or in whole, such invalidity or unenforceability will attach only to the particular provision or part of this Agreement while the remaining aspects of said provision and all other provisions of this Agreement shall remain in full force and effect.

14. WAIVER.

14.1. No variation, addition, deletion or amendment, and no waiver of any right under this Agreement shall be effective unless reduced to writing and signed by all of the Parties.

14.2. No relaxation by any Party of any of its rights in terms of this Agreement shall at any time prejudice or be deemed to be a waiver of that Party's rights unless it is a written waiver, and the waiver shall relate only to the specific instance in question and for the purpose given.

14.3. Each and every clause and sub-clause in this Agreement shall be severable from the other clauses and in the event of any clause or sub-clause being held invalid by any competent court for any reason it shall not affect the validity of the remaining clauses or sub-clauses.

15. SERVICE AND NOTICE.

15.1. The Parties choose as their service address for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of

whatsoever nature the addresses as shown in Schedule 1 – Items 2 and 3 on Page 1- "The Parties".

15.2. Any notice or communications required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing, but, subject to Clause 11.5, it shall be competent to give notice by e-mailed documentation.

15.3. The only permissible e-mail addresses used for correspondence between the Parties are those detailed in Schedule 1 – Items 2 and 3 on Page 1- "The Parties".

15.4. Either Party may by notice to the other Party change its service address to another address, or e-mail address; provided that the change shall become effective on the 5th (fifth) Business Day from the deemed receipt of the notice by the receiving Party.

15.5. Any document:

15.5.1. sent by prepaid registered post or international courier service in a correctly addressed envelope to a Party at its service address shall be deemed to have been received on the 5th (fifth) Business Day after posting (unless the contrary is proven);

15.5.2. delivered by hand to a responsible person during ordinary business hours at its service address shall be deemed to have been received on the day of delivery; or

15.5.3. sent by email to its chosen email address and shown to have been opened by an email tracking application, shall be deemed to have been received on the date of opening (unless the contrary is proven).

15.6. Notwithstanding the manner of delivery, any document actually received by a Party shall constitute legal service.

16. COUNTERPART OR ELECTRONIC SIGNATURE.

16.1. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same Agreement.

16.2. In the event that any signature is delivered by e-mail delivery of a digitally signed ".pdf" or in the form of an "electronic signature" formatted data file, or by utilising such digital signature applications using asymmetric cryptography, including but not limited to; DigiSign, AdobeSign and HelloSign; such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature were an original wet-ink signature thereof.

List of Annexures:

Annexure A – The Site
Annexure B – The Site Documents

§ END OF CLAUSES §

§ NEXT PAGE - SIGNING PAGE §

Signed for and on behalf of the Lessor:

On this date: and in this place:

Name of Signatory:

Designation of Signatory:

Signature:

Signed for and on behalf of the Lessee:

On this date: and in this place:

Name of Signatory:

Designation of Signatory:

Signature:
