



environment, forestry & fisheries

Department:
Environment, Forestry and Fisheries
REPUBLIC OF SOUTH AFRICA

APPLICATION FORM FOR ENVIRONMENTAL AUTHORISATION

File Reference Number:	(For official use only)
NEAS Reference Number:	DEA/EIA/
Date Received:	

Application for authorisation in terms of the National Environmental Management Act, Act No. 107 of 1998, as amended and the Environmental Impact Assessment (EIA) Regulations, 2014, as amended (the Regulations)

PROJECT TITLE

Newcastle Gas Engine Power Plant (NGEPP), Newcastle, KwaZulu-Natal

Indicate if the **DRAFT** report accompanies the application

Yes ☒
No ☐

PRE-APPLICATION CONSULTATION

Was a pre-application meeting held	Yes	<input checked="" type="checkbox"/>	No	
Date of the pre-application meeting	30 October 2020			
Reference number of pre-application meeting held	2020-10-0018			
Was minutes compiled and submitted to the Department for approval	Yes	<input checked="" type="checkbox"/>	No	

A copy of the pre-application meeting minutes must be appended to this application as **APPENDIX 1**.

Kindly note the following:

1. This form must always be used for applications that must be subjected to Basic Assessment or Scoping & Environmental Impact Reporting where this Department is the Competent Authority.
2. This application form is current as of **June 2020**. It is the responsibility of the Applicant / Environmental Assessment Practitioner (EAP) to ascertain whether subsequent versions of the form have been published or produced by the Competent Authority. The latest available Departmental templates are available at <https://www.environment.gov.za/documents/forms>.
3. The onus is on the Applicant/EAP to determine all applicable listed activities that would require Environmental Authorisation prior to the commencement of the construction activities. Should any revision of your development comprise any other activities that constitute a listed activity/ies as defined in Listing Notice 1, 2, or 3 of the EIA Regulations, 2014 as amended, it must also form part of the Application for Environmental Authorisation.
4. An application fee is applicable (refer to **Section 2**). Proof of payment must accompany this application. The application will not be processed without proof of payment unless one of the exclusions provided for in the Fee Regulations is applicable AND such information in the exclusion section of this application form has been confirmed by this Department.
5. A cover letter on your company letterhead indicating the nature of this application must be appended to this form i.e. new application for Environmental Authorisation, updated application for Environmental Authorisation.
6. An electronic copy of the signed application form must be submitted of both the Applicant and EAP.
7. This form must be marked **"for Attention: Chief Director: Integrated Environmental Authorisations"** and submitted to the Department at the format as prescribed in the process to upload documents form.

8. The required information must be typed within the spaces provided in the form. The sizes of the spaces provided are not necessarily indicative of the amount of information to be provided. Spaces are provided in tabular format and will extend automatically when each space is filled with typing. A legible font type and size must be used when completing the form. The font size should not be smaller than 10pt (e.g. Arial 10).
9. Where applicable black out the boxes that are not applicable in the form.
10. The use of the phrase "not applicable" in the form must be done with circumspection. Where it is used in respect of material information that is required by the Competent Authority for assessing the application, this may result in the rejection of the application as provided for in the Regulations.
11. Unless protected by law, all information contained in and attached to this application, will become public information on receipt by the Competent Authority. Upon request during any stage of the application process, the Applicant / EAP must provide any registered interested and affected party with the information contained in and attached to this application.
12. Should a specialist report or report on a specialised process be submitted at any stage for any part of this application, the terms of reference for such report and declaration of interest of the specialist must also be submitted.
13. Please note that this form must be copied to the relevant Provincial Environmental Department(s)
14. An application for Environmental Authorisation lapses if the applicant fails to meet any of the timeframes prescribed in terms of the EIA Regulations, 2014, as amended.
15. An application for environmental authorisation must be accompanied by a report generated by the web based environmental screening tool (in Appendix 11). This has been stipulated as a requirement for the submission of applications for environmental assessment in the Environmental Impact Assessment Regulations. The Screening Tool allows for the generation of a Screening Report referred to in Regulation 16(1)(v) of the Environmental Impact Assessment Regulations 2014, as amended, whereby a Screening Report is required to accompany any application for Environmental Authorisation.

Departmental Details

Online Submission:

EIAapplications@environment.gov.za or <https://sfiler.environment.gov.za:8443/>.

Please read the process for uploading files to determine how files are to submitted to this Department.

Postal address:

Department of Environment, Forestry and Fisheries
Attention: Chief Director: Integrated Environmental Authorisations
Private Bag X447
Pretoria
0001

Physical address:

Department of Environment, Forestry and Fisheries
Attention: Chief Director: Integrated Environmental Authorisations
Environment House
473 Steve Biko Road
Arcadia

Queries must be directed to the Directorate: Coordination, Strategic Planning and Support at:

Email: EIAAdmin@environment.gov.za

1. COMPETENT AUTHORITY

Identified Competent Authority to consider the application:

Reason(s) in terms of S24C of NEMA:

Department of Environment, Forestry and Fisheries (DEFF)

Since this is an Independent Power Producer (IPP) project, in respect of identifying the competent authority, it is understood that the Minister of the Department of Environment, Forestry and Fisheries (DEFF) will be the competent authority for the consideration and processing of environmental authorisations for activities related to the Integrated Resources Plan (IRP) 2010 – 2030, published under GN 1360 of 18 October 2019.

2. FEES

Applicants are required to tick the appropriate box below to indicate that either proof of payment is attached or that, in the applicant's view, an exclusion applies. Proof of payment or a motivation for exclusions must be attached as **APPENDIX 2** of this application form.

Proof of payment	<input checked="" type="checkbox"/>
Exclusion applies	<input type="checkbox"/>

An applicant is excluded from paying fees if:

- The activity is a community based project funded by a government grant; or
- The applicant is an organ of state.

TYPE OF EXCLUSION	Tick where applicable. Proper motivation must be attached to the application
The activity is a community based project funded by a government Grant	<input type="checkbox"/>
The applicant is an organ of state	<input type="checkbox"/>

FEE AMOUNT	Fee
Application for an environmental authorisation for which basic assessment is required in terms of the Environmental Impact Assessment Regulations	R2 000
Application for an environmental authorisation, for which S&EIR is required in terms of the Environmental Impact Assessment Regulations	R10 000 <input checked="" type="checkbox"/>

Department of Environment, Forestry and Fisheries banking details for the payment of application fees:

Payment Enquiries:

Email: elafee@environment.gov.za

Banking details:

ABSA Bank

Branch code: 632005

Account number: 1044 2400 72

Current account

Reference number: Reference number to be provided in the specific format indicating centre point coordinates of site in decimal degrees to 5 or 6 decimal places: latitude/longitude

e.g. -33.918861/18.423300

Status: Tax exempted

3. GENERAL INFORMATION

Name of the Applicant:	Timothy Simon Whati		
RSA Identity/ Passport Number:	7706156353083		
Name of contact person for applicant (if other):	N/A		
RSA Identity/ Passport Number:	N/A		
Responsible position, e.g. Director, CEO, etc.:	Director and CEO		
Company/ Trading name (if any):	Newcastle Energy (Pty) Ltd.		
Company Registration Number:	2019/226261/07		
BBBEE status:	Level 1		
Physical address:	2 Accordion Street, Heuwelsig Complex, Sonheuwel, Nelspruit/ Mbombela, 1201, Mpumalanga, RSA		
Postal address:	2 Accordion Street, Heuwelsig Complex, Sonheuwel, Nelspruit/ Mbombela, 1201, Mpumalanga, RSA		
Postal code:	1206	Cell:	082 680 1105
Telephone:	013 741 1976	Fax:	
E-mail:	tswhati@vutomienergy.co.za		

Name of the landowner:	Karbochem (Pty) Ltd		
Name of contact person for landowner (if other):	Mr. P.J. Steenkamp		
Postal address:	P.O. Box 19, Sasolburg		
Postal code:	1947	Cell:	082 411 5821
Telephone:	016 970 1526	Fax:	016-970 1880
E-mail:	pietstee@karbochem.co.za		

Name of Person in control of the land:	Mr. L. Vermaak		
Name of contact person for person in control of the land:	Mr. L. Vermaak – Operations Manager for Karbochem		
Postal address:	P.O. Box 19, Sasolburg		
Postal code:	1947	Cell:	082 772 7847
Telephone:	034 370 1105	Fax:	
E-mail:	LeonVe@karbochem.co.za		

In instances where there is more than one landowner, please attach a list of those landowners with their contact details as **APPENDIX 3**.

Unless the application is in respect of linear activities or Strategic Infrastructure Projects as contemplated in the Infrastructure Development Act (Act No. 23 of 2014), written consent of landowner/s must be submitted in **APPENDIX 3**.

The originally signed declaration undertaking by the applicant must be submitted as **APPENDIX 9**.

Provincial Environmental Authority:	KZN Department of Economic Development, Tourism and Environmental Affairs (EDTEA) (Amajuba District Municipality Office)		
Name of contact person:	Mr. Poovie Moodley		
Postal address:	43 Harding Street, Newcastle		
Postal code:	2940	Cell:	(082) 719 9907
Telephone:	(034) 328 0301	Fax:	(034) 328 0330
E-mail:	Poovie.Moodley@kznedtea.gov.za		

Local Municipality:	Newcastle Local Municipality		
Name of contact person in (Environmental Section)	Siyabonga Zuma		
Postal address:	Private Bag 6621, Newcastle,		
Postal code:	2940	Cell:	072 109 3013
Telephone:	034 328 7600	Fax:	
E-mail:	Siya.Zuma@Newcastle.gov.za		

In instances where there is more than one Local/Provincial Authority involved, please attach a list of those Local/Provincial Authorities with their contact details as **APPENDIX 4**.

4. ENVIRONMENTAL ASSESSMENT PRACTITIONER (EAP) INFORMATION

Company of Environmental Assessment Practitioner:	SRK Consulting (South Africa) (Pty) Ltd.			
B-BBEE	Contribution level (indicate 1 to 8 or non-compliant)	2	Percentage Procurement recognition	
EAP name:	Marius van Huyssteen			
EAP Qualifications:	BSc (Hons) (Geography and Environmental Management)			
Professional affiliation/registration:	Certified Environmental Assessment Practitioner (EAP) with the Interim Certification Board for Environmental Assessment Practitioners, South Africa Member, IAIA South Africa			
Physical address:	Section A, 2nd Floor, Suite 02/B1, Norfolk House 54 Norfolk Terrace Westville, 3630			
Postal address:	P O Box 1969 Westville			
Postal code:	3630	Cell:	082 574 6437	
Telephone:	031 279 1200	Fax:	031 279 1204	
E-mail:	mvanhuyssteen@srk.co.za			

The appointed EAP must meet the requirements of Regulation 13 of the EIA Regulations, 2014 as amended. The declaration of independence of the EAP and undertaking under oath or affirmation that all the information submitted or to be submitted for the purposes of the application is true and correct must be submitted as **APPENDIX 10**.

5. PROJECT DESCRIPTION

Please provide a **detailed** description of the project.

Newcastle Energy (Pty) Ltd. (Newcastle Energy), a subsidiary of Vutomi Energy (Pty) Ltd. (Vutomi), own an 18.5 MW capacity gas fired co-generation (steam and power) plant within to the Karbochem Industrial Complex in Newcastle, KwaZulu-Natal.

During August 2020, the Department of Mineral Resources and Energy (DMRE) released a tender calling for qualifications and proposals for new electricity generation capacity under the Department's Risk Mitigation Independent Power Producer (RM IPP) Procurement Programme (Tender No.: DMRE001/2020/21).

Through the Newcastle Gas Engine Power Plant (NGEPP) Independent Power Producer (IPP) project, Newcastle Energy proposes to increase its electricity generation capacity to approximately 100 MW and intends to submit a bid for the above RM IPP Procurement Programme Tender.

The overall project would broadly involve the following components which are further described in the subsections that follow:

- Decommissioning, demolition and removal of the existing cogeneration plant (i.e. to make space for the NGEPP).
- Engineering, procurement, construction, commissioning and operation of the new 100 MWe NGEPP and associated infrastructure.

Decommissioning and demolition of existing 18.5 MW Cogeneration Plant

The existing 18.5 MW cogeneration plant consist of the following:

- Two gas Alstom/Siemens Tornado combustion turbines, two Aalborg supplementary gas fired heat recovery boilers, a single Siemens steam turbine, three gas engine generators, one Deutz 1.3 MW containerised engine (Figure 6-1 (b)).
- Two Janbacher (2 MW each) engines in acoustic hoods and inside a powerhouse, with external radiator cooling towers (Figure 6-1 (c)).
- Associated infrastructure within the Karbochem Industrial Complex, on the other side of the fence, but belonging to Newcastle Energy, will be left in place. This includes inter alia:
 - Water supply pipes.
 - Sewer infrastructure.
 - Gas supply pipeline.
 - Electricity grid tie in points for temporary power only.
 - Stormwater infrastructure.
 - Steam export infrastructure.
 - Entrance gate and existing fence of the complex.
 - Information and communications technology infrastructure.

The methodology for demolition will be devised with the assistance of demolition contractors.

Where practicable, equipment and materials with value will be sold and removed from the site. All other equipment will be demolished and disposed of on-site. Equipment with scrap or salvage value will be removed from the plant and stored either in a salvage yard or in a facility designated for this purpose during the demolition period.

NGEPP and associated infrastructure

The proposed NGEPP project entails the construction of a gas fired open cycle thermal power generating plant, with a nominal generation capacity of approximately 100 MWe. The 100 MWe capacity will be achieved via 13 Rolls-Royce (Bergen B3540V20) gas engines.

The fuel interface point for the new plant will be located at the existing gas metering station supplying methane rich gas to the existing cogeneration plant (i.e. Spring Lights Gas /Sasol Gas transported via Lily Pipeline). For the electricity produced, the connection to the grid is proposed to be via the existing 132 kV switchyard located within the Karbochem Industrial Complex where it interconnects with the external Eskom Grid system, making use of existing servitudes (note: the feasibility of using the existing 132 kV switchyard is still to be confirmed).

Water and effluent systems will be supplied by Karbochem and these all plant interfaces are existing.

The overall project would broadly involve the following components:

- Main gas station, including gas distribution piping to gas engines at 4 to 6 bar pressure and gas flow meters.

- Portable water supply.
- Raw water supply points.
- Fire water supply, including underground fire water ring main, fire hydrants, fire hose reels.
- Demineralised water supply points.
- Engine house, including:
 - Rolls-Royce Gas Engines 13 X 8.8 MW B35:40V20AG2 (N+1) coupled to 11kV/50Hz alternators fitted on a main frame and suspended on rubber vibration damping mountings.
 - Noise suppressing sheet metal powerhouse structure.
 - 5 000 kg crane to run along the length of the engine house to facilitate maintenance activities.
 - Engines main gas supply piping.
 - Compressed air system for starting the engines including 30 bar receiver, starting air module and piping.
 - Silencers (45 dBA) and exhaust stacks with 33 m height. The stacks are grouped together to support each other and to reduce construction cost.
 - Engines oil cooling system.
 - Engines oil filling system.
 - Oil storage area for new oil.
 - Oil storage area for used oil.
 - Engines intercooler and jacket water cooling radiators fitted with electric fan motors mounted at ground level so as to optimize construction cost and to facilitate maintenance activities.
 - Header tanks at normal atmospheric pressure with a surface area of approximately 1 m², to facilitate coolant level maintenance.
 - Air intake system with filtration elements.
 - Air ventilation system to remove heat generated by air flow through the alternators and radiation from other hot surfaces from the powerhouse.
 - Fire protection system.
 - Gas and fire detectors.
 - Offloading bay.
- High voltage (HV) yard to step up from 11 kV to 132 kV, including interconnecting transformers, line feeders and Eskom tie in point.
- HV Substation, including switchgear, synchronising breakers, uninterrupted power supply and direct current (DC) systems.
- Compressor room with 30 bar starting air compressors.
- Effluent management infrastructure, including sump and electric pump and piping to Karbochem.
- Main gate security office, including toilets.
- Road access and storm drainage.
- Office block.
- Maintenance workshop.

Gas Engine Details

Bergen Engines supplies medium-speed engines for marine and power generation applications, and for the oil and gas industry. Marine engines are marketed through the Rolls-Royce Marine sales organization while engines for the power and for the oil and gas industry via the Rolls-Royce Power Systems sales organization. Since 1984, Rolls-Royce have developed, manufactured and installed more than 600 lean-burn gas engines for industrial power stations and municipal uses. The B-gas engine's design philosophy is to achieve increasingly stringent exhaust emission standards, industry leading electrical and heat recovery efficiency and high and dependable power levels to suit present and future applications.

The B-gas engine produces low emissions of Nitrogen oxides (NO_x), Carbon monoxide (CO) and UHC combined, due to its efficient combustion technology that is aimed at minimum environmental impact coupled with improved performance. Their lean-burn gas engines are based on Otto principle, using Miller cycle in combination with Variable Turbine Geometry to achieve optimized combustion. By using a strong ignition source and an optimized pre-chamber,

the gas-air mixture in the cylinder can effectively be 'leaned-out' to reduce emissions and achieve improved engine performance. These improvements include higher efficiency, lower emissions (particularly of nitrous oxides) and significantly increased specific power.

Merits of Gas Engine Generation

Newcastle Energy have noted that there are several advantages and disadvantages of gas engine power generation. These are as outlined below:

- Advantages:
 - Lower lead time to construction.
 - Limited number of service parts and items.
 - Lower environmental impact than coal fired stations.
 - Lower capital cost.
 - Well-established and experienced service network worldwide.
 - Location closer to gas source and grid tie-in.
 - Long-Term Service Agreements provide flexible options to match all customers' priorities.
 - [Note: A site specific advantage its that there is existing infrastructure at the NGEPP site (e.g. gas source and grid tie in points).]
- Disadvantages:
 - Gas price volatility and cost of fuel.
 - Growing concerns over global and local gas supply.

Backup Fuel Storage

The storage of backup fuel, to the volume equivalent of a three-day supply reserve, is required for the NGEPP.

The primary fuel Newcastle Energy are proposing to supply the power plant with is Methane Rich Gas (MRG) via the existing gas pipeline. The secondary fuel, or backup fuel, to satisfy a three-day reserve, is proposed to be in the form of Liquefied Natural Gas (LNG). In this regard, Newcastle Energy proposes to develop a 2 100m³ LNG storage facility comprising of:

- 7 x 300 m³ cryogenic tanks.
- A regassification facility.
- An LNG offloading skid.
- Pressure reduction station.

Does the project form part of a Renewable Energy Development Zone (REDZ) as per GN 114?	<input type="checkbox"/>	NO	✓
Does the project form part of an Electricity Grid Infrastructure (EGI) as per GN 113?	<input type="checkbox"/>	NO	✓
Does the project form part of any of the Strategic Infrastructure Projects (SIPs) as described in the National Development Plan, 2011?	<input type="checkbox"/>	NO	✓
Did you attached the confirmation of SIP obtained from the relevant sector representative (SIP Coordinators) and not a motivation from an EAP	<input type="checkbox"/>	NO	✓

If YES, is selected:

- For an application in terms of GN 113 and/or 114, then a map confirming this must be attached;
- For a SIP project, kindly indicate which SIPs are applicable in **APPENDIX 5** and **attach** the confirmation of SIP applications from the relevant sector representative in **APPENDIX 5**. Should no proof be provided, the application will be considered as a normal EIA Application.

Please indicate which sector the project falls under by ticking the relevant block in the table below:

Table 1: National Sector Classification in terms of Regulation 9 of the EIA Regulations, 2014 as amended

1	Infrastructure /Transport Services/Roads – Public		42	Services/Waste Management Services/Disposal facilities - General	
2	Infrastructure /Transport Services/Roads – Private		43	Services/Waste Management Services/Treatment facilities - Hazardous	
3	Infrastructure /Transport Services/Rail – Public		44	Services/Waste Management Services/Treatment facilities - General	
4	Infrastructure /Transport Services/Rail – Private		45	Services/Waste Management Services/Storage Facilities - General	
5	Infrastructure /Transport Services/Airport/Runways/Landing Strip/Helipad - Commercial		46	Services/Waste Management Services/Storage Facilities - Hazardous	
6	Infrastructure /Transport Services/Airport/Runways/Landing Strip/Helipad - Private		47	Services/Waste Management Services/Storage Facilities - Nuclear	
7	Infrastructure /Transport Services/Airport/Runways/Landing Strip/Helipad - Public Services		48	Services/Burial and cemeteries - Cemeteries	
8	Infrastructure /Transport Services - Ports		49	Services/Burial and cemeteries - Cremators	
9	Infrastructure /Transport Services - Inland Waterways		50	Services/Water services/Storage - Dams	
10	Infrastructure /Transport Services - Marina		51	Services/Water services/Storage - Reservoirs	
11	Infrastructure /Transport Services - Canal		52	Services/Water services - Desalination	
12	Infrastructure /Localised infrastructure - Infrastructure in the Sea/Estuary/Littoral Active Zone/Development Setback/100M Inland/or coastal public property.		53	Services/Water services - Treatment & Waste Water	
13	Infrastructure /Localised infrastructure - Zip Lines & Foefie Slides		54	Services - Hospitality	
14	Infrastructure /Localised infrastructure - Cableway or Funiculars		55	Mining - Prospecting rights	
15	Infrastructure /Localised infrastructure – Billboards		56	Mining - Mining Permit	

16	Infrastructure /Localised infrastructure/Storage/Dangerous Goods/Hydrocarbon - Gas [LNG]	✓	57	Mining - Mining Right	
17	Infrastructure /Localised infrastructure/Storage/Dangerous Goods/Hydrocarbon - Petroleum		58	Mining/Exploration Right - Gas or Oil Marine	
18	Infrastructure /Localised infrastructure/Storage/Dangerous good – Chemicals		59	Mining/Exploration Right - Gas or Oil Terrestrial	
19	Utilities Infrastructure/Pipelines/water - Fresh/Storm Water		60	Mining/Production Right - Gas or Oil Marine	
20	Utilities Infrastructure/Pipelines/water - Waste Water		61	Mining/Production Right - Gas or Oil Terrestrial	
21	Utilities Infrastructure/Pipelines/Dangerous Goods - Chemicals		62	Mining/Underground gasification of coal - Oil	
22	Utilities Infrastructure/Pipelines/Hydrocarbon – Petroleum		63	Mining/Beneficiation - Hydrocarbon	
23	Utilities Infrastructure/Pipelines/Hydrocarbon - Gas		64	Mining/Beneficiation - Mineral	
24	Utilities Infrastructure/Telecommunications/ Radio Broadcasting - Tower		65	Agriculture/Forestry/ Fisheries - Crop Production	
25	Utilities Infrastructure/Telecommunications/ Radio Broadcasting - Mast		66	Agriculture/Forestry/ Fisheries - Animal Production	
26	Utilities Infrastructure/Telecommunications/ Radio Broadcasting - Receivers		67	Agriculture/Forestry/ Fisheries - Afforestation	
27	Utilities Infrastructure - Marine Cables		68	Agriculture/Forestry/ Fisheries/Aquaculture/Inland- Alien	
28	Utilities Infrastructure/Electricity /Generation/Non Renewable/Hydrocarbon – Petroleum [NATURAL GAS]	✓	69	Agriculture/Forestry/ Fisheries/Aquaculture/Inland- Indigenous	
29	Utilities Infrastructure/Electricity /Generation/Non Renewable/Hydrocarbon – Coal		70	Agriculture/Forestry/ Fisheries/Aquaculture/Marine - Alien	

30	Utilities Infrastructure/Electricity /Generation/Non Renewable - Nuclear		71	Agriculture/Forestry/ Fisheries/Aquaculture/Marine - Indigenous	
31	Utilities Infrastructure/Electricity /Generation/Renewable - Hydro		72	Agriculture/Forestry/ Fisheries - Agro-Processing	
32	Utilities Infrastructure/Electricity /Generation/Renewable/Solar - PV		73	Transformation of land - Indigenous vegetation	
33	Utilities Infrastructure/Electricity /Generation/Renewable/Solar - CSP		74	Transformation of land - From open space or Conservation	
34	Utilities Infrastructure/Electricity /Generation/Renewable - Wind		75	Transformation of land - From agriculture or afforestation	
35	Utilities Infrastructure/Electricity /Generation/Renewable - Biomass/ biofuels		76	Transformation of land - From mining or heavy industrial areas	
36	Utilities Infrastructure/Electricity /Generation/Renewable - Wave		77	Any activities within or close to a watercourse	
37	Utilities Infrastructure/Electricity /Distribution and Transmission - Power line		78	Any activity in an estuary, on the seashore, in the littoral active zone, or in the sea.	
38	Utilities Infrastructure/Electricity /Distribution and Transmission – Substation		79	Activity requiring permit or licence in terms of National or Provincial legislation governing the release or generation of emissions - Emissions	✓
39	Utilities Infrastructure/Gas /Distribution and Transmission – Compressor Station		80	Activity requiring permit or licence - Marine Effluent	
40	Services/Waste Management Services/Disposal facilities - Hazardous		81	Activity requiring permit or licence - Fresh Water Effluent	
82	Release of Genetically Modified Organisms				

Table 1

Does the listed activity/ies applied for form part of a larger project which is not a listed activity itself e.g. a road that is a listed activity that is needed to access a drilling site where the drilling does not constitute a listed activity.	■	NO ✓
If indicated yes above, please provide a brief description on how the activity/ies relate to the larger project that forms part thereof:		

6. SITE DESCRIPTION

Provide a detailed description of the site involved in the application.

Province/s	KwaZulu-Natal
District Municipality/ies	Amajuba District Municipality
Local Municipality/ies	Newcastle Local Municipality
Ward number/s	34
Nearest town/s	Newcastle
Farm name/s and number/s	Lease 1, Karbochem Industrial Complex, Erf 15618 Newcastle
Portion number/s	Erf 15618 Newcastle

Surveyor General 21 digit code:

(If there are more than 4, please attach a list with the rest of the codes as **APPENDIX 6**. Where the 21 digit SGID and farm name are not available, the coordinates of the boundary of the property or properties must be provided in **APPENDIX 6**.)

N	0	H	S	0	2	2	1	0	0	0	1	5	6	1	8	0	0	0	0	0
1	2	3	4	5																

Locality map:	<p>A locality map must be attached to the application form, as APPENDIX 7. The scale of the locality map must be at least 1:50 000. For linear activities of more than 25 kilometres, a smaller scale e.g. 1:250 000 can be used. The scale must be indicated on the map. The map must include the following:</p> <ul style="list-style-type: none"> an accurate indication of the project site position as well as the positions of the alternative sites, if any; road names or numbers of all the major roads as well as the roads that provide access to the site(s); a north arrow; a legend; the prevailing wind direction; site sensitivities, including but not limited to vegetation, wetlands, watercourses, heritage sites, critical biodiversity area/s, World Heritage Site, etc. and it must be overlaid by the study area; and GPS co-ordinates (Indicate the position of the proposed activity with the latitude and longitude at the centre point for each alternative site. The co-ordinates should be in degrees and decimal minutes. The minutes should be to at least three decimal places. The projection that must be used in all cases is the WGS-84 spheroid in a national or local projection) <p>[LOCALITY MAP INCLUDED IN APPENDIX 7]</p>
Project Plan (e.g. Gantt chart)	<p>A project schedule must be submitted as APPENDIX 8, and must include milestones for:</p> <ul style="list-style-type: none"> public participation (dates for advertisements, workshops and other meetings, obtaining comment from organs of state including state departments); the commencement of parallel application processes required in terms of other statutes and where relevant, the alignment of these application processes with the EIA process; the submission of the key documents (e.g. Basic Assessment Report, Scoping Reports, EIA Reports and Environmental Management Programmes). <p>Note:</p> <p>All the above dates must take into account the statutory timeframes for authority responses that are stipulated in the 2014 NEMA EIA Regulations. Possible appeals may impact on project timeframes/milestones. Regulation 45 states that "An application in terms of these Regulations lapses, and a competent authority will deem the application as having lapsed, if the applicant fails to meet any of the time-frames prescribed in terms of these Regulations, unless extension has been granted in terms of regulation 3(7)." It is recommended that the Department be approached for guidance on the process to be followed, prior to submitting an application.</p> <p>[PROJECT PLAN INCLUDED IN APPENDIX 8]</p>

7. ACTIVITIES APPLIED FOR

For an application for authorisation that involves more than one listed activity that, together, make up one development proposal, all the listed activities pertaining to this application must be provided below.

Activity No(s):	Provide the relevant Basic Assessment Activity(ies) as set out in Listing Notice 1 of the EIA Regulations, 2014 as amended	Describe the portion of the proposed project to which the applicable listed activity relates.
31	The decommissioning of existing facilities, structures or infrastructure for— (i) any development and related operation activity or activities listed in this Notice, Listing Notice 2 of 2014 or Listing Notice 3 of 2014;	There is an existing 18.5 MW gas fired co-generation plant on the site, which is owned by Newcastle Energy. This existing plant will be decommissioned and removed from site to provide space for the proposed 100 MW NGEPP.
Activity No(s):	Provide the relevant Scoping and EIA Activity(ies) as set out in Listing Notice 2 of the EIA Regulations, 2014 as amended	Describe the portion of the proposed project to which the applicable listed activity relates.
2	The development and related operation of facilities or infrastructure for the generation of electricity from a non-renewable resource where the electricity output is 20 megawatts or more.	The NGEPP is proposed to have 100 MW capacity, to be achieved via installation of 13 gas engines and associated infrastructure.
4	The development and related operation of facilities or infrastructure, for the storage, or storage and handling of a dangerous good, where such storage occurs in containers with a combined capacity of more than 500 cubic metres. Where "dangerous goods" means goods containing any of the substances as contemplated in South African National Standard No. 10234, supplement 2008 1.00: designated "List of classification and labelling of chemicals in accordance with the Globally Harmonized Systems (GHS)" published by Standards South Africa, and where the presence of such goods, regardless of quantity, in a blend or mixture, causes such blend or mixture to have one or more of the characteristics listed in the Hazard Statements in section 4.2.3, namely physical hazards, health hazards or environmental hazards.	The storage of backup fuel (LNG), to the volume equivalent of a three-day supply reserve, is required for the NGEPP. The proposed combined capacity of containers for the storage and handling of dangerous goods on site will be 2 100 m ³ .
6	The development of facilities or infrastructure for any process or activity which requires a permit or licence or an amended permit or licence in terms of national or provincial legislation governing the generation or release of emissions, pollution or effluent, excluding	The proposed project will require an Atmospheric Emission License in terms of National Environmental Management: Air Quality Act (No. 39 of 2004) (NEM: AQA). In this regard, Government Notice No. 893 (November 2014) (as amended June 2015, October 2018 and March 2020), as promulgated under NEM: AQA, includes the following listed activity: <ul style="list-style-type: none"> Category 1 "Combustion Installations", which includes Subcategory 1.4 "Gas combustion installations".

Activity No(s):	Provide the relevant Basic Assessment Activity(ies) as set out in Listing Notice 3 of the EIA Regulations, 2014 as amended	Describe the portion of the proposed project to which the applicable listed activity relates.

Please note that any authorisation that may result from this application will only cover activities specifically applied for. Only those activities listed above shall be considered for authorisation. The onus is on the applicant to ensure that all applicable listed activities are included in the application. Environmental Authorisation must be obtained prior to commencement with each applicable listed activity.

Coordinate points indicating the location of each listed activity must be provided as part of **APPENDIX 6** as well part of the reports to be submitted. Coordinates must be provided in degrees, minutes and seconds using the Hartebeesthoek94 WGS84 co-ordinate system.

8. PUBLIC PARTICIPATION

Provide details of the public participation process proposed for the application as required by Regulation 41(2) of the EIA Regulations, 2014 as amended.

Proposed Public Participation Plan

This Public Participation Plan has been compiled in accordance with Annexure 3 and Annexure 4 of the GN R. 650 Directions, as applicable for an EIA process.

1) Pre-application Meeting

A pre-application meeting was held with the EDTEA on 30 October 2020, where the proposed development was discussed with the Competent Authority. The listed activities in terms of the NEMA EIA Regulations, 2014 and the proposed way forward were discussed with DEFF. The project has not changed since the pre-application meeting and therefore no further meeting is anticipated at this time.

2) Identification of Interested and Affected Parties

The public participation for the project was initiated with the development of an IAP database. The I&AP database includes the following:

- Competent Authority – DEFF.
- Commenting Authorities:
 - Department of Water and Sanitation (DWS).
 - KZN Department of Economic Development, Tourism and Environmental Affairs (EDTEA) (Amajuba District Municipality Office)
 - Amajuba District Municipality.
 - Newcastle Local Municipality.
- Adjacent industries, including:
 - Karbochem.
 - African Amines.
 - Brother CISA.
- Nearby accommodation facilities (500m to 800 to the west of the site):
 - Snips B&B.
 - Sipholesizwe Guest Lodge.

3) Announcement of the Project

Site notices

Five (5) A2 size laminated posters informing IAPs of the proposed application and inviting registration, were placed around the project site on 14 October 2020. A copy of the content of the site notice, the GPS co-ordinates of the locations and photographic proof of placement will be included in the Final Scoping Report.

Advertisements

An English advertisement was placed in the Newcastle Advertisers Newspaper on 16 October 2020. The aim of the advertisement was to inform the public in the area of the proposed development in order to get stakeholders to register as an IAP. Copies of the advertisements will be included in the Final Scoping Report.

Notification letters

IAPs on the IAP database were sent letters (via email) notifying them of the EIA process, opportunity to participate and availability of the Draft Scoping Report for public review.

4) Circulation of Draft Scoping Report

IAPs on the database were notified via email on 20 October 2020 of the availability of the Draft Scoping Report for review and comment. The link to a digital copy was provided (<https://docs.srk.co.za/en/za-newcastle-gas-engine-power-plant-100-mw-ipp-project-scoping-eia>) together with the forms of communication available to submit comments.

The following commenting authorities were contacted to determine how they would like to receive copies of the Draft Scoping Report:

- DWS – requested a hard copy which was hand delivered by SRK to Ms. Nonhle Mokoena on 23 October 2020.
- EDTEA – requested a hard copy which was couriered to Mr. Poovie Moodley on 26 October, he confirmed receipt on 27 October 2020. A digital copy was sent to Mr. Zama Mthembu (Air Quality Specialist) on 27 October and confirmation of receipt was provided immediately.
- DEFF – A link to a digital copy was sent to the assessing officer for the project, Ms Thulisile Nyalunga, on 28 October 2020.

The Draft Scoping Report and Environmental Authorisation (EA) application will be submitted to DEFF on 30 October 2020 via the Departments online submission platform via the link: <https://sfiler.environment.gov.za:8443/>

To ensure all health and safety regulations and protocols are adhered to, it is noted that a hard copy of the Draft Scoping Report will not be made available in any public locations (e.g. local library or Ward Councillor's office).

Where any flashdrive or hard copies of documents are to be submitted to IAPs, the following will be/has been undertaken:

- Only one person from SRK will compile the flashdrive and / or hard copies of the report.
- Prior to handling the flashdrive and reports the responsible person will hand sanitize and wear a mask for the duration of the compilation thereof.
- The flashdrive and/or hard copy will be placed in a single envelope that will be sprayed with a sanitizer.
- In instances where the document will be hand delivered by SRK, the responsible person will hand sanitize prior to handling the document and wear a mask until delivery is made to the respective IAP. The envelope will be given to the I&AP or a responsible representative.
- For delivery of documents via a courier, a reputable courier that follows all required protocols will be used.

5) Key Stakeholder Meetings

Based on the response to the notification of the project, should the need arise to undertake key stakeholder meetings, these will be undertaken using a virtual meeting platform (e.g. Zoom, Skype, Skype for Business or Microsoft Teams). The most appropriate platform for the stakeholder of interest will be utilised to conduct the meeting. Minutes of the meeting (s) will be included in the Final Scoping Report or subsequent draft and final Environmental Impact Report (EIR).

6) Public Meeting

At this stage, the need for a public meeting has not been identified. If, during the Draft Scoping Report comment period, there is a substantial response from IAPs warranting a public meeting, such a meeting will be undertaken using a virtual meeting platform (e.g. Zoom, Skype, Skype for Business or Microsoft Teams). Minutes of the meeting will be included in the Final Scoping Report and / or EIR Report, depending on the phase of the project.

7) Comments and Responses Report

Copies of all written comments received and meeting minutes will be attached to the Final Scoping Reports and subsequent EIR, and included in the Comments and Responses Table.

8) Submission of Reports

The Final Scoping Report, Draft EIR and Final EIR will be submitted to DEFF via the Departments online submission platform for electronic file transfer. These documents will also be made available on SRK's website and all registered I&APs will be notified of the submission of their submission and availability for review.

9) Notification of Decision

Upon receipt of the DEFFs decision on the application, all IAPs on the registered database will be notified via email, SMS or facsimile of the outcome. Furthermore, IAP's will be given access to the decision in electronic format and informed of the appeal process.

9. OTHER AUTHORISATIONS REQUIRED

Are there any other applications for Environmental Authorisation on the same property?		<input type="checkbox"/>	NO <input checked="" type="checkbox"/>
If YES, please indicate the following:			
Competent Authority			
Application Reference Number			
Project Name			
Please provide details of the steps taken to ascertain this information:			

IF YES IS SELECTED, PLEASE ATTACH OTHER AUTHORISATIONS ISSUED.

Applications in terms of the National Environmental Management Act ("NEMA") & specific environmental management Acts ("SEMA's"):

LEGISLATION	AUTHORISATION REQUIRED		APPLICATION SUBMITTED	
Is Section 50(5) of the National Environmental Management: Protected Areas Act applicable to your proposed development? (The proposed development is within a proclaimed protected area as defined the Act.)	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO
National Water Act (Act No. 36 of 1998)	YES	<input type="checkbox"/>	<input type="checkbox"/>	NO
National Environmental Management: Air Quality Act (Act No. 39 of 2004)	YES	<input type="checkbox"/>	<input type="checkbox"/>	NO
National Environmental Management: Biodiversity Act (Act No. 10 of 2004)	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO
National Environmental Management: Integrated Coastal Management Act (Act No. 24 of 2008)	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO
National Environmental Management: Protected Areas Act (Act No. 57 of 2003)	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO
National Environmental Management: Waste Act (Act No. 59 of 2008)	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO
Others: Please specify	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO

Please be advised that:

- If a Waste Management license is required in terms of the National Environmental Management: Waste Act, please contact the Department for guidance on the **Integrated Permitting System**. An IPS application can only be lodged with this Department in the event that this Department is the Competent Authority for both the EIA and Waste related activities;
- If Sections 7B and 7C of the National Environmental Management: Integrated Coastal Management Act is applicable to your proposed development, you are required to obtain pre-approval for a reclamation application prior to an Application for Environmental Authorisation being lodged with the Competent Authority;
- If Section 50(5) of the National Environmental Management: Protected Areas Act is applicable to your proposed development, you are required to obtain approval from the Management Authority prior to an Application for Environmental Authorisation being lodged with the Competent Authority; and
- If Section 38 of the National Heritage Resources Act (Act No. 25 of 1999) is applicable to your proposed development, you are requested to submit the Notice of Intent form to the relevant SAHRA or a Provincial Heritage Resources Authority and attach a copy to this form. If it is indicated that a Heritage Impact Assessment will be required, the Heritage Impact Assessment must be undertaken as one of the specialist studies of the EIA process to be undertaken in terms of the NEMA EIA Regulations, 2014, as amended.

APPENDIX 1
COPY OF THE PRE-APPLICATION MEETING MINUTES



Newcastle Energy (Pty) Ltd

Minutes: Pre-application meeting for the proposed Newcastle Gas Engine Power Plant (NGEPP), KwaZulu Natal

Held: Virtual Microsoft Teams Meeting, 30 October 2020 at 10H00

Attendees:

- Mr. Timothy Whati – Newcastle Energy (TW)
- Ms. Thulisile Nyalunga– DEFF (TN)
- Ms. Fiona Grimett– DEFF (FG)
- Ms. Sindiswa Dlomo – DEFF (SD)
- Mr. Marius van Huyssteen – SRK Consulting (MvH)
- Mr. Siphелеle Mkhize – SRK Consulting

1 Present and apologies

The attendees listed above participated in the meeting. No apologies were received.

2 Purpose of the Meeting

The purpose of the meeting was confirmed to be to:

- Introduce the proposed project to DEFF.
- Confirm listed activities and application process.
- Confirm channels of communication.

3 Project background and motivation

MvH presented on the following (see meeting PowerPoint presentation attached for more detail):

- Site overview and previous approvals.
- The DMRE's Risk Mitigation Independent Power Producer (RM IPP) Procurement Programme (RMIPPPP).

4 Project overview

MvH presented on the project overview in terms of the following (see attached presentation for more detail):

- Decommissioning and demolition of existing plant.
- Proposed NGEPP and associated infrastructure.

TW described how the gas fired open cycle thermal power generating plant works and how many engines it will involve.

FG queried how the technology behind this specific project and why was this was selected.

MvH explained that the gas fired open cycle reciprocating engine is the preferred technology from Rolls Royce. It has the best performance standards in terms of low water and oil consumption, low

start-up cost, long periods between maintenance overhauls. Methane rich gas natural gas will be used as the fuel source. MvH presented a graph showing a comparison in Greenhouse Gas (GHS) emissions between lignite, coal, diesel and gas power plants, as well as renewable energy sources.

5 Listed Activities (requiring Environmental Authorisation)

MvH presented on the following identified applicable listed activities in terms of NEMA (see attached presentation for more detail):

- Listing Notice 1 (GN 327) – BA process:
 - Activity 31: The decommissioning of existing facilities, structures or infrastructure.
 - o Applicability: Existing 18.5 MW gas fired cogeneration plant
- Listing Notice 2 (GN 325) – S&EIR process:
 - Activity 2: The development and operation of facilities or infrastructure for the generation of electricity from a non-renewable resource where the electricity output is 20 megawatts or more.
 - o Applicability: 100 MW gas to power plant.
 - Activity 6: The development of facilities or infrastructure for any process or activity which requires a permit or licence in terms of national or provincial legislation governing the generation or release of emissions, pollution or effluent.
 - o Applicability: The proposed project will require an Atmospheric Emission License (AEL) in terms of NEM: AQA: Category 1 “Combustion Installations”, which includes Subcategory 1.4 “Gas combustion installations”.

6 Way forward and timeframes

MvH presented on the anticipated timeframes and milestone dates for the EIA process in relation to the RMIPPPP (see attached presentation for more detail). This led onto a discussion which is summarised in the points below:

- FG and SD expressed concern about timelines presented. They clarified that the 30 day public comment period for the review of the Draft Scoping Report (DSR) needs to commence from the date of submission of the DSR to the DEFF.
- MvH commented that there were severe time constraints to try to satisfy the RMIPPPP submission criteria and hence the DSR was made available for public review as, at that time, it was uncertain when the pre-application meeting would be held.
- SD advised that the DSR, EIA Application and Public Participation Plan be submitted as soon as possible (i.e. 30 October 2010) via the DEFF online platform as per the guideline document “Process for submitting files to the CD:IEA_062020” to ensure that the correct procedural process is followed. MvH acknowledged that this would be done for before the end of the day.
- SD added that IAPs already notified of the availability of the DSR, should be notified of an extension of the 30 day comment period, commencing from the date that the DSR and EIA Application is formally lodged with the DEFF.
- FG commented that if SRK can send the Public Participation Plan to her via email directly after the meeting, that she would review, with the view to approve it before the end of the day. MvH acknowledged that this would be done after the meeting.
- There was some discussion regarding the RMIPPPP bid submission requirements by 24 November or 30 November 2020. Both the DEFF Officials and TW noted that they would need to revisit the bidding submission criteria to check the requirements.

7 General and closure

TW queried whether there was an opportunity to consider an amendment to the Environmental Authorisation for the existing cogeneration plant (i.e. to increase capacity to accommodate the 100 MW NGEPP project). SD stated that the Department is comfortable with the current approach (i.e. a new EIA process) and explained her reasoning with reference the EIA Regulations. TW thanked SD for the clarity.

With nothing further to discuss, all attendees were thanked for their contributions and the meeting was closed at 10h58.

Notes taken by: S. Mkhize and M. van Huyssteen

EIA for the Proposed Newcastle Gas Engine Power Plant, KwaZulu-Natal

Pre-application meeting with DEFF

30 October 2020



Agenda

- 01 Present and apologies
- 02 Purpose of the meeting
- 03 Project background and motivation
- 04 Project overview
- 05 Environmental Applications
- 06 Way forward and closure

1) Present and apologies

DEFF:

- Thulisile Nyalunga
- Fiona Grimett
- Sindiswa Dlomo

Newcastle Energy (Pty) Ltd. (Applicant):

- Timothy Whati

SRK Consulting (EAP):

- Marius van Huyssteen
- Sophelele Mkhize

2) Purpose of the meeting

- Introduce the proposed project:
 - EIA for the proposed 100 MW Newcastle Gas Engine Power Plant (NGEPP) project
 - The project that is being bid into Governments Risk Mitigation Independent Power Producer (RM IPP) Procurement Programme (RMIPPPP).
- Confirm listed activities and application process
- Confirm channels of communication

3) Project background and motivation

Background:

- Newcastle Energy owns an 18.5 MW capacity gas fired co-generation plant within to the Karbochem Industrial Complex in Newcastle, KwaZulu-Natal.
- Through the NGEPP IPP project:
 - Newcastle Energy proposes to increase its electricity generation capacity to 100 MW.
 - Intends to submit a bid for the RMIPPPP Tender.

Motivation:

- A number of national policy documents present the case for natural gas as a significant contributor to South Africa's energy mix.
- The DMRE's RMIPPPP has the objective to address the current short-term supply gap of approximately 2 000 MW between 2019 and 2022.
 - Alleviation of the current electricity supply constraints.
 - Reduce the utilisation of diesel-based peaking electrical generators.
- Newcastle Energy's business strategies align with the Government's objectives.
 - The need for stable, firm power makes the NGEPP project desirable on the network.



4) Project overview

Decommissioning and demolition of existing plant

- To be removed:
 - Gas combustion turbines, supplementary gas fired heat recovery boilers, a steam turbine, gas engines, containerised engine, acoustic hoods, powerhouse, radiators and cooling towers.
- Associated infrastructure within the Karbochem Industrial Complex, on the other side of the fence, but belonging to Newcastle Energy, will be left in place. This includes inter alia:
 - Water supply pipes, sewer infrastructure, gas supply pipeline, electricity grid tie in points, stormwater infrastructure, entrance gates, fences, information and communications technology infrastructure, etc.
- The methodology for demolition will be devised with the assistance of demolition contractors.
 - Where practicable, equipment and materials with value will be sold and removed from the site.
 - All other equipment will be demolished and disposed of.



Figure 6-1 (a): View of cogeneration plant



Figure 6-1 (b): Deutz containerised engine



Figure 6-1 (c): Powerhouse containing Jenbacher engines

4) Project overview (cont.)

Proposed NGEPP and associate infrastructure

- To be constructed:
 - A gas fired open cycle thermal power generating plant, with a nominal generation capacity of approximately 100 MWe - achieved via 13 Rolls-Royce gas engines.
 - Engine house.
 - On site electrical infrastructure, including:
 - High voltage (HV) yard (step up 11 kV to 132 kV).
 - HV Substation, including switchgear, synchronising breakers, uninterrupted power supply and direct current (DC) systems.
 - Compressor room.
 - Office block.
- The fuel interface point for the new plant will be located at the existing gas metering station supplying methane rich gas to the existing cogeneration plant.
- For the electricity produced, the connection to the grid is proposed to be via the existing 132 kV switchyard located within the Karbochem Complex.
- Water supply and effluent systems are existing (will be supplied by Karbochem and these all plant interfaces are existing).

5) Environmental Authorisation

Applicable NEMA Listed Activities

- Listing Notice 1 (GN 327) – BA process
 - **Activity 31:** The decommissioning of existing facilities, structures or infrastructure.
 - **Applicability:** Existing 18.5 MW gas fired cogeneration plant
- Listing Notice 2 (GN 325) – S&EIR process
 - **Activity 2:** The development and operation of facilities or infrastructure for the generation of electricity from a non-renewable resource where the electricity output is 20 megawatts or more.
 - **Applicability:** 100 MW gas to power plant.
 - **Activity 6:** The development of facilities or infrastructure for any process or activity which requires a permit or licence in terms of national or provincial legislation governing the generation or release of emissions, pollution or effluent.
 - **Applicability:** The proposed project will require an Atmospheric Emission License (AEL) in terms of NEM: AQA: Category 1 “Combustion Installations”, which includes Subcategory 1.4 “Gas combustion installations”.

[Note: Activity 4, relating to the development of facilities for the storage and handling of dangerous goods was listed in the pre-application meeting request form. However, such storage capacity will no longer form part of the application.]

6) Way forward and closure

Way forward

- Any questions from DEFF or additional Listed Activities?
- EIA Timelines [\[RMIPPPP process key dates in blue\]](#)
 - The public comment period on the DSR ends on 17 November 2020.
 - Submission of EIA Application Form and Final Scoping Report by 19 November 2020.
 - [The RMIPPPP bid submission date is 24 November 2020.](#)
 - [The RMIPPPP preferred bidders to be announced 15 December 2020.](#)
 - [If successful, project will be elevated to a Strategic Infrastructure Project \(SIP\).](#)
 - The Draft EIR is intended to be circulated for public comment in January 2021 after:
 - The public participation holiday exclusion period.
 - DEFF acceptance (assuming such) of the Final Scoping Report.
 - **The Final EIR is intended to be submitted to DEFF by the end of February 2021.**
 - [The RMIPPPP process requires Environmental Authorisation to be in hand 15 March 2020.](#)
- Time frame related questions from SRK:
 - DEFF review timeframes for SIP's: Acceptance of FSR and Final EIR/Issuing of EA (assuming such).

6) Way forward and closure (cont.)

Closure

- Channels of communication going forward.
- Site visit for DEFF?
- General / questions

Thank You

Pre-application meeting: EIA for the Proposed Newcastle Gas Engine Power Plant, KwaZulu-Natal

Presented by:

Marius van Huyssteen

Email: mvanhuyssteen@srk.co.za

Tel: 031 279 1200

Mobile: 082 574 6437

APPENDIX 2
PROOF OF PAYMENT/ MOTIVATION FOR EXCLUSION



Absa Online: Notice of Payment

30 October 2020

Dear DEFF

Subject: Notice Of Payment: DEFF

Please be advised that VUTOMI ENERGY (PTY) LTD made a payment to your account as indicated below.

Transaction number:	8067C00736-1
Payment date:	2020-10-30
Payment made by:	VUTOMI ENERGY (PTY) LTD
Payment made to:	DEFF
Beneficiary bank name:	ABSA BANK
Beneficiary account number:	1044240072
Bank branch code:	632005
For the amount of:	10,000.00
Immediate interbank payment :	N
Reference on beneficiary statement:	-27.785233/29.969267
Additional comments by payer:	-

View your account to confirm that you have received this payment as the following apply to Absa Online payments into non-ABSA bank accounts.

- Payments made on weekdays before 15:30 will be credited to the receiving bank account by midnight of the same day but may not be credited to the beneficiary's bank account at the same time.
- Payments made on weekdays after 15:30 will be credited by midnight of the following day.
- Payments made on a Saturday, Sunday or Public holiday will be credited to the account by midnight of the 1st following weekday.

If you need more information or assistance, please call us on 08600 08600 or +27 11 501 5110 (International calls).

If you have made an incorrect internet banking payment, please send an email to digital@absa.co.za

Yours sincerely

General Manager: Digital Channels

This document is intended for use by the addressee and is privileged and confidential. If the transmission has been misdirected to you, please contact us immediately. Thank you.

**APPENDIX 3
LIST OF LAND OWNERS
WRITTEN CONSENT OF LAND OWNERS**

Name of the landowner:	Karbochem (Pty) Ltd		
Name of contact person for landowner (if other):	Mr. P.J. Steenkamp		
Postal address:	P.O. Box 19, Sasolburg		
Postal code:	1947	Cell:	082 411 5821
Telephone:	016 970 1526	Fax:	016-970 1880
E-mail:	pietstee@karbochem.co.za		

Landowner consent provided in the form of a Lease Agreement between Karbochem and Newcastle Energy – see over leaf.

LEASE AGREEMENT
Between
KARBOCHEM (PTY) LTD
And
NEWCASTLE ENERGY (Pty) LTD

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LEASE AGREEMENT
Between
KARBOCHEM (PTY) LTD
And
NEWCASTLE ENERGY (PTY) LTD

1 INTERPRETATION

1.1 Clause and paragraph headings are for purposes of reference only and shall not be used in interpretation.

1.2 Unless the context clearly indicates a contrary intention, any word connoting:

1.2.1 any gender includes the other two genders;

1.2.2 the singular includes the plural and vice versa;

1.2.3 natural persons includes artificial persons and vice versa;

1.2.4 insolvency includes provisional or final sequestration, liquidation or judicial management.

1.3 When any number of days is prescribed such number shall exclude the first and include the last day unless the last day falls on a Saturday, Sunday, or a public holiday in the Republic of South Africa, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or a public holiday in the Republic of South Africa.

1.4 A reference to a business day is a reference to any day excluding Saturday, Sunday and a public holiday in the Republic of South Africa.

1.5 A reference to an enactment is a reference to that enactment as at the date of signature hereof and as amended or re-enacted from time to time.

1.6 If any provision in a definition is a substantive provision conferring a right or imposing an obligation on any party then, notwithstanding that it is only in a

definition, effect shall be given to that provision as if it were a substantive provision in the body of this Lease.

1.7 The terms of this agreement having been negotiated, the contra proferentem rule shall not be applied in the interpretation of this Lease.

2 DEFINITIONS

Unless otherwise expressly stated, or the context otherwise requires, the words and expressions listed below shall, when used in this Lease or in any annexures hereto, bear the meanings ascribed to them:

2.1 Newcastle Energy (PTY) LTD and registered as a company in the Republic of South Africa under registration No, 2019/226261/07

2.2 "Effective Date" means 1 October 2020.

2.3 "Improvements" means any structures, buildings and other permanent improvements (other than the Plant) situated on the Lease Area which will (notwithstanding anything to the contrary in this Lease) all be deemed to be immovable and shall accede to the Land and be owned by the Lessor

2.4 "KARBOCHEM (PTY) LTD" means KARBOCHEM (PTY) LTD a company registered and incorporated in accordance with the laws of the Republic of South Africa under registration number 2002/015590/07

2.5 "this Lease" means this Agreement of Lease entered into between the Lessor and the Tenant and all annexures hereto;

2.6 "the Lease Area" means that portion of the Property as indicated on the sketch plan annexed to this Lease as Annexure 'A' inclusive of the Improvements and inclusive of all infrastructure situated on the Lease Area including but not limited to the fire, water reticulation and sewer systems

2.6 "Lessor" means KARBOCHEM (PTY) LTD;

2.7 "NEWCASTLE ENERGY (PTY) LTD" means NEWCASTLE ENERGY (PTY) LTD a company registered and incorporated in accordance with the laws of the Republic of South Africa under registration number 2019/226261/07;

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2.8 "the Plant" means the NEWCASTLE ENERGY (PTY) LTD manufacturing and storage facilities located on the Lease Area and constructed by the Tenant

2.9 "Prime Rate" means the publicly quoted prime bank rate of interest per annum charged by the Standard Bank of South Africa Limited from time to time on unsecured overdraft facilities to its corporate customers in the private sector from time to time (as certified by any director or manager of the Standard Bank of South Africa Limited, whose appointment as such need not be proved);

2.10 "The Property" means the property described as the Remainder of Erf 13744 as set out in the sketch plan annexed to this Lease as Annexure "A";

2.11 "Tenant" means NEWCASTLE ENERGY (PTY) LTD.

2.12 "Service Agreement" shall mean a Services and Utilities Agreement to be concluded between NEWCASTLE ENERGY (PTY) LTD and KARBOCHEM (PTY) LTD in terms of which KARBOCHEM (PTY) LTD will supply essential site services to NEWCASTLE ENERGY (PTY) LTD at market related prices in order for NEWCASTLE ENERGY (PTY) LTD to be able to conduct the business.

2.13 "VAT" shall mean Value Added Tax in terms of the Value Added Tax Act 89 of 1991, as amended

3 INTRODUCTION

3.1 KARBOCHEM (PTY) LTD is the registered owner of the Property.

3.2 The Tenant owns the Plant from where it conducts business.

3.3 The Tenant wishes to lease the Lease Area from the Lessor.

3.4 The Lessor and Tenant wish to record the terms of the Lease in writing.



4 SUSPENSIVE CONDITIONS

4.1 The rights and obligations of the parties under this Agreement (save for 2, this 4 and 22 to 25 (both inclusive) which shall become binding on signature of this Lease) are subject to and conditional upon the fulfilment of the following suspensive conditions on or before the Effective Date (or such later date as the parties may agree in writing):

4.1.1 The approval or ratification of this Agreement and the Transaction Agreements by the boards of Directors of NEWCASTLE ENERGY (PTY) LTD, and KARBOCHEM (PTY) LTD;

4.1.2 The signature of the Transaction Agreements by all the parties thereto and all such agreements becoming unconditional (save for any conditions relating to this Lease).

4.2 Each party shall use its best endeavours to procure fulfilment of the suspensive conditions.

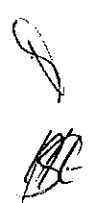
4.3 If any of the suspensive conditions fail, this Lease (save for 2, this 4.3, 19, 20 and 22 to 25 (both inclusive) which shall remain binding) shall cease to be of any further force and effect and the parties shall be restored as nearly as may be possible to the positions in which they would have been if this Lease had not been entered into. No party shall have any claim against any other as a result of the failure of the conditions save where a party has breached.

5 PREMISES

The Lessor hereby lets to the Tenant who hereby hires the Lease Area.

6 PERIOD

6.1 Subject to 6.2, 16 and 18, this Lease shall commence on the Effective Date and shall continue to be in effect until a period of ten years has expired from the Effective Date. Thereafter, this Lease shall automatically continue for a further period of ten years unless the Tenant has furnished written notice to the Lessor that this Lease shall expire on the expiry of the initial ten year period, which notice must be furnished to the Lessor at least 12 months prior to the expiry of the initial ten year period. The right of renewal is not valid



against third parties including successors in title unless they acquired with knowledge of the right formalities in respect of Leases of Land Act 18 of 1969

6.2 Notwithstanding anything to the contrary in this Lease, if either party commits an act of insolvency, or makes an assignment for the benefit of creditors generally, or proceedings are started (or a resolution is passed) for voluntary or involuntary liquidation or judicial management, or a receiver or trustee of its property is appointed or is insolvent, then the other party shall have the right to terminate this Lease with immediate effect by notice in writing to the other, without prejudice to any rights it may have. This provision shall however not apply to any liquidation proceedings or action related to the reorganisation of either party's business operations, where the other party has consented thereto in writing and has agreed in writing to the party to whom this Lease will be ceded and assigned.

7 RENTAL

7.1 The rental payable by the Tenant to the Lessor, shall be an amount of R53400 per month to be payable monthly in advance on the first day of each month. On 1 January of each succeeding year of this Lease following 1 October 2020, the monthly rent for that year shall be increased over the monthly rent in respect of the preceding year by 8%. The monthly rental shall exclude VAT (if applicable) and such VAT shall be paid to the Lessor against delivery of an appropriate tax invoice.

7.2 The first payment of the rental shall be payable on the Effective Date

7.3 The Tenant shall pay to the Lessor all rates and taxes for the Lease Area which are currently R 2037.19 per month (excluding VAT), and shall be payable monthly in advance on the first day of the month together with any applicable VAT thereon (against delivery of an appropriate tax invoice).

7.4 On 1 July of each succeeding year of this Lease following 1 October 2020, the amounts as set out in 7.3 above shall be increased by the escalation rates imposed by the relevant local authority.

7.5 All amounts payable by the Tenant to the Lessor in terms of this Lease shall be paid, without set-off or deduction, at the domicilium of the Lessor as set out in clause 23 below or such other place in South Africa as the Lessor designate by notice in writing to the Tenant from time to time after the Effective Date.



8 CONDITIONS OF TITLE

The Lessor shall, as at the Effective date, ensure that the title deed of the Property and the applicable town planning scheme or any other laws or regulations or legislation applicable to the Lease Area or the conditions of any license relating to or affecting the occupation of the Lease Area or the carrying on of the Tenant's activities in the Lease Area (as set out in 10) are not contravened and shall be obliged at its own cost make whatever applications are necessary or take whatever other steps are necessary to remedy any such contraventions.

9 INSURANCE

9.1 From the Effective Date, the Tenant shall arrange:

9.1.1 comprehensive insurance cover (with a reputable insurer and on terms and conditions reasonably acceptable to the Lessor) in its own name against all such risks, including political riot, as are normally covered by insurance policies over the improvements on the Lease Area, with the Lessor's interest noted on the relevant policy of insurance, for an amount equal to the reasonable replacement value of such Improvements; and

9.1.2 insurance cover against such risks and in such amounts as the Tenant deems appropriate for the Plant situated on the Lease Area ("the Plant").

9.2 The Tenant shall not do or permit anything to be done which renders or may render void or voidable (or which may result in any increase in the premiums payable under) any insurance policy held from time to time by the Lessor in respect of the Property or any part thereof and/or all or any of the Improvements.

9.3 The Tenant shall procure that the insurance cover referred to in 9.1 is maintained during the currency of this Lease and that all premiums in respect thereof are duly and timeously paid from time to time, failing which the Lessor shall be entitled to pay such premiums on the Tenants behalf and claim a refund from the Tenant on demand. The Tenant shall provide proof of such insurance cover and/or payment of all such premiums to the Lessor on demand.

10 USE OF THE PREMISES

The Tenant shall use the Lease Area only for the purpose of conducting a steam and electricity generating plant and the other facilities and activities normally associated therewith from time to time and for no other purpose for any reason whatever without the express prior written consent of the Lessor. The tenant's use of the Lease Area will be subject to the provisions of any applicable town planning scheme and the conditions of the title of the property. Subject to O, the Lessor does not warrant that the Lease Area and/or the improvements are fit for any purpose.

11 ADVERTISING AND SIGNS

The Tenant shall not be entitled to affix, paint, erect, install or display any advertising or other signs on the Lease Area without the prior written approval of the Lessor, which approval shall not be unreasonably withheld.

12 TENANT'S GENERAL OBLIGATIONS

12.1 At all times during the currency of this Lease the Tenant shall at its cost care for and maintain in good order and condition the Plant and the interior, exterior and structure (including without limitation, the walls, foundations and roof) of all the Improvements and shall at the termination of this Lease for whatever reason return and re-deliver the Lease Area and all improvements to the Lessor in the same good order and condition as they are at the commencement of this Lease, fair wear and tear only excepted.

12.2 Should the Tenant fail to comply with its obligations in terms of clause 12.1 above, the Lessor shall be entitled to perform such obligations and claim a refund from the Tenant on demand for all reasonable costs incurred by the Lessor in performing such obligations.

12.3 The Tenant shall —

12.3.1 comply with all applicable laws and regulations relating to its use and/or occupation of the Lease Area and any permits, licence approvals, consents and the like granted to the Lessor by any applicable regulatory and/or governmental authority in respect of the Property; and

12.3.2 not commit or permit the commission of any nuisance on the Lease Area and any permits, licences, approvals, consents and the like granted to the Lessor by any applicable regulatory and/or governmental authority in respect of the Property and/or interfere with the use and/or occupation of other parts of the Property by the Lessor and/or any third party.

13 ALTERATIONS TO PREMISES

13.1 The Tenant shall not be entitled to make any alterations or additions of a permanent and structural nature to the lease Area and/or any, of the Improvements without the prior written approval of the Lessor, which approval shall not be unreasonably withheld.

13.2 The Tenant shall not be entitled to receive any compensation for any alterations of a permanent and structural nature made to the Lease Area with effect from the Effective Date.

14 ENVIRONMENTAL

14.1 WATER:

14.1.1 The Tenant shall, at its cost, ensure the prompt remediation of any point sources or other identified sources of ground or ground water pollution caused by or originating from any of the Tenant's use, occupation and/or operations on (whether before or after the Effective Date).

14.1.2 The Tenant recognise the importance of compliance with the provisions of the site water permit issued by the Department of Water Affairs in respect of the Property and all applicable environmental laws and regulation as promulgated from time to time, for the survival of the continued operations of the parties on the Property. The Tenant shall comply with all such provisions, laws and regulations insofar as they apply to the Lease Area and/or the Tenant's use and/or occupation of and/or operations on the Lease Area.

14.1.3 The parties agree to the principle of primary containment of all plant and storage areas such that spills or leaks will not give to surface run-offs or enter the ground water.

14.1.4 The underlying principle is to meet the standard required for legal compliance with environmental laws and regulations through containment of process equipment and improved operating standards where possible to minimise the volume of storm water required to be collected and treated.

14.2 It is a legal requirement for the Site to register as a Major Hazardous installation in terms of the Major Hazard Installations Regulations under the Occupational Health and Safety Act of 1993 no 85 revised in July 2001. In

addition, the Tenant's operations on the Lease Area shall, at its cost, comply with the terms of all air pollution permits required by law. Any point source monitoring on the Lease Area shall be the responsibility of the Tenant at its cost. The parties agree to the development of a site monitoring system, emergency response programs and projects for the improvement of air pollution on the Property.

14.3 The parties agree that surface and ground water studies will be repeated every third year using an accredited consultant appointed by the Lessor. The cost of each study will be shared on a pro-rata basis with Karbochem and other occupants of the Property. Alternatively the Tenant may appoint such consultant for the Lease Area only, in which event the Tenant shall bear and pay all such consultant's costs.

14.4 The Parties agrees that each party shall carry the full cost any such project undertaken by it.

15 LESSOR'S ACCESS TO LEASE AREA

The Lessor, or its duly authorised agent, shall be entitled to enter the Lease Area at all reasonable times for the purpose of inspecting the Lease Area. In the event of an emergency, or in the circumstances set out in 12.2 the Lessor shall be entitled to forthwith enter the Lease Area and effect all necessary maintenance and/or repairs and the Lessor shall not unduly interfere with operations of the Tenant conducted on the Lease Area.

16 TERMINATION RIGHT OF TENANT AND CONSEQUENCES OF TERMINATION

16.1 Notwithstanding the provisions of 6, the Tenant shall be entitled (on not less than 12 months prior written notice to the Lessor) to terminate this Lease if the business which it conducts on the Lease Area is no longer financially viable.

16.2 At the end of this Lease for any reason whatsoever (whether in terms of 6, 16.1, 18 or otherwise), the Tenant shall vacate the Lease Area and return and redeliver the Lease Area and the Improvements to the Lessor in accordance with 12.1.

17 DAMAGE OR DESTRUCTION

17.1 in the event of the Plant being destroyed or damaged to an extent which prevents the Tenant from economically or practically operating its business from the Plant, then the Tenant shall be entitled to either:



17.1.1 Terminate the Lease in terms of the provisions of clause 16 (by giving the written notice in terms of 16.1 to the Lessor within 60 days after the date of such destruction or damage), in which event all the rights and obligations of the Tenant and the Lessor as set out in clause 16 shall apply with the changes required by the context; or

17.1.2 Not terminate the Lease in terms of 17.1.1, in which event the Tenant shall (by inter alia utilising the proceeds of the requisite insurance policies) repair and restore the Plant as soon as reasonably possible at its cost.

18 BREACH AND EXCLUSION OF LESSORS LIABILITY

18.1 In the event of the Lease being terminated by reason of a breach of any party in terms of the provisions of this clause, then the provisions of clause 16.2 shall *mutatis mutandis* apply.

18.2 Should any party breach any of its obligations in terms hereof and persist in such breach for a period of 21 days (or five days in the case of a breach of a payment obligation) after written notice will have been given to it by the other party ("the aggrieved party"), the aggrieved party shall be entitled without prejudice to any rights which it may have in terms hereof or at law (including, without limitation, any right to claim damages), to:

18.2.1 claim immediate specific performance; or

18.2.2 cancel this Lease with immediate effect.

18.2.3 The parties agree that no party shall be entitled to cancel this Lease, unless the breach complained of is —

18.2.3.1 the breach of a payment obligation; or

18.2.3.2 a material breach going to the root of the contract and is incapable of being remedied by the payment of monetary compensation or otherwise, or if so capable of being remedied, the defaulting party fails to pay such compensation in full to the aggrieved party within two days after the amount thereof has been finally determined.

18.3 Any amount falling due for payment by any party in terms of or pursuant to this Lease, including any amount which may be payable as damages shall bear interest thereon, at the Prime Rate plus 2%, and reckoned from the due date for payment (or, in the case of damages, the date on which the damages were suffered) to the actual date of payment thereof, both days inclusive.

18.4 All costs, charges and expenses of whatsoever nature which may be incurred by any party in enforcing its rights in terms of this Lease including, without limitation, legal costs on the scale as between an attorney and his own client (pursuant to a successful judgment, award or order), shall be recoverable from a party against which such rights are successfully enforced.

8.5 Neither the Lessor nor any of its directors, agents, employees, representatives and/or shareholders (collectively "Lessor's Personnel") shall be liable in any manner whatever (howsoever arising or caused and whether by reason of any breach or negligence of the Lessor and/or any of the Lessor's Personnel or otherwise) for any loss, liability, damage and/or expense (whether direct, indirect, consequential or otherwise) suffered and/or incurred by the Tenant and/or any other person arising out of or pursuant to any —

18.5.1 personal injury to or the death of any person in or on the Lease Area for any reason whatever;

18.5.2 loss of or damage to any property of any nature whatever in or on the Lease Area for any reason whatever;

18.5.3 any interruption in the supply to the premises of any water, heating, electric current, gas and/or any other goods and/or services;

18.5.4 Any act or omission of the Lessor and/or any of the Lessors Personnel; provided that this 18.5.4 shall not apply in the event of any breach of this Lease by the Lessor;

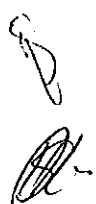
18.5.5 the use, occupation and/or operations of the Tenant at the Lease Area;

18.5.6 any of the improvements being damaged or otherwise in a state of disrepair.

18.6 The Tenant indemnifies the Lessor and each of the Lessor's Personnel against any claim, loss, damage, liability and/or expense (whether direct, indirect, consequential or otherwise) arising out of or pursuant to any of the matters referred to in 18.5. '

19 DISPUTE RESOLUTION

If any dispute arises between any of the parties in regard to the carrying into effect of any of the parties' rights and obligations arising from this Lease or the termination or purported termination of this Lease, such parties agree to refer the dispute to their

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respective Chief Executive Officers or their duly appointed representatives who shall negotiate with each other in good faith in an effort to resolve such dispute within 21 (twenty-one) days of the dispute arising. In the event of the dispute not being resolved within such 21 (twenty-one) day period, the dispute may be referred by either party to arbitration.

20 ARBITRATION

20.1 Subject to the provisions of the requirement for dispute resolution as set out in 19 and any other provision of the Lease which provides for its own dispute resolution clause, any dispute arising from or in connection with this Lease shall be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa (or its successor in title) by an arbitrator or arbitrators appointed by the Foundation. The arbitrator or arbitrators shall decide the liability for costs of the arbitration.

20.2 The provisions of this clause 20 shall not prevent a party from obtaining urgent or interdictory or similar relief in respect of any dispute in any court of competent jurisdiction pending the resolution of the dispute under this clause

20.3 Each party shall be entitled to have any award of the arbitrators made an order of any competent court.

20.4 This clause constitutes an irrevocable consent by the parties to any proceedings in terms thereof and no party shall be entitled to withdraw therefrom or to claim at any such proceedings that it is not bound by this clause.

20.5 This clause is severable from the rest of this agreement and shall remain in effect even if this agreement is terminated for any reason.

20.6 This clause shall not preclude any party from obtaining relief by way of motion proceedings on an urgent basis or from instituting any interdict, injunction or any similar proceedings in any court of competent jurisdiction pending the resolution of a dispute under this clause.

20.7 For the purposes of 20.2 and 20.3, the parties consent to the non-exclusive jurisdiction of the Witwatersrand Local Division of the High Court of South Africa.



21 OPTION TO PURCHASE

Should the Lessor at any time during the currency of this Lease receive a bona fide offer for the purchase of the Lease Area or any portion of the Property which includes the Lease Area and which offer the Lessor wishes to accept, the Lessor shall report the offer in writing to the Tenant and send a copy of such offer to the Tenant. The Tenant, for a period of 60 days after its receipt of such copy of the written offer shall have the option ("the option") to purchase the Lease Area or such portion of the Property at the price and on the terms so offered to the Lessor, *mutatis mutandis*. Should the Tenant fail or refuse to accept such offer in full within such 60 day period, the option shall lapse, but the Lessor shall not sell the Lease Area or such portion of the Property on any more favourable terms to the person or persons who made such offer. The cost of the subdivision of the land pursuant to any such exercise of the option by the Tenant shall be borne by the Lessor. It is understood and agreed that should the Tenant not exercise the option, the rights of the Tenant under this Lease shall in no way be prejudiced or affected thereby and the principle of *huur gaat voor koop* shall continue to apply. Should any transaction in connection with which the Lessor shall have notified the Tenant not be concluded with the person or persons who made such offer, the provisions of this clause shall continue to apply.

22 CESSION AND ASSIGNMENT

22.1 Neither party shall cede, delegate and/or assign all or any of its rights obligations under this agreement without prior written consent of the other party, which shall not be unreasonably withheld, except that upon written notice to (but without the consent of) the Tenant, the Lessor may cede, delegate and assign all of its rights and obligations under this Lease to any purchaser of the whole or any part of the business of the Lessor relating to the Property.

23 NOTICES

23.1 Each party chooses as its domicilium citandi et executandi address for all purposes under this Lease ("chosen address"), whether for serving any court process or documents, giving any notice, or making any other communications of whatsoever nature and for any other purpose arising from this Lease ("notice"), as follows:




Lessor: KARBOCHEM (PTY) LTD
Karbochem Road
Newcastle
2940

Tenant: NEWCASTLE ENERGY (PTY) LTD
2 Accordion Street
Heuwelsig Complex
Sonheuwel
Nelspruit 1201

23.2 Any notice required or permitted under this Lease shall be valid and effective only if in writing.

23.3 Any party may by notice to the other party change its chosen address to another physical address in the Republic of South Africa and such change shall take effect on the seventh day after the date of receipt by the party who last receives the notice.

23.4 Any notice to a party contained in a correctly addressed envelope and:

23.4.1 delivered by hand to a responsible person during ordinary business hours at its chosen address,

23.4.2 shall be deemed to have been received on the date of delivery;

23.4.3 Notwithstanding anything to the contrary herein, a written notice actually received by a party ("the first notice"), shall be an adequate notice to it notwithstanding that it was not sent or delivered to its chosen address, provided that, within the next three succeeding business days, a copy of the first notice is delivered to the chosen particulars setting out where the first notice was delivered in a manner, the manner of delivery, the date on which it was delivered, the person by whom it was received and where it was received.

24 GENERAL

24.1 This Lease constitutes the sole record of the agreement between the parties with regard to the subject matter hereof. No party shall be bound by any record express or implied term, representation, warranty, promise or the like not recorded herein.

24.2 No addition to, variation of, or agreed cancellation of, this Lease shall be of any force or effect unless in writing and signed by or on behalf of the parties.




24.3 No relaxation or indulgence which any party may grant to any other shall constitute a waiver of the rights of that party and shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in future.

24.4 Any provision of this Lease which contemplates performance or observance subsequent to any termination or expiration of this Lease shall survive any termination or expiration of this Lease and continue in full force and effect.

24.5 Unless expressly provided as being in the sole discretion of a party, where approval, acceptance, consent or similar action by a party is required under this Lease, such action shall not be unreasonably delayed or withheld. An approval or consent given by a party under this Lease shall only be valid if in writing and shall not relieve the other party from responsibility for complying with the requirements of this Lease nor shall it be construed as a waiver of any rights under this Lease except as and to the extent otherwise expressly provided in such approval or consent, or elsewhere in this Lease.

24.6 The Tenant shall bear the cost of preparation of this Lease and all stamp duty payable thereon.

25 GOVERNING LAW

The law governing this Lease, including without limitation its interpretation and all disputes arising out of this Lease, is the law of South Africa, and the parties submit to the exclusive jurisdiction of the South African courts in respect of any matter arising from or in connection with this Lease, including its termination. The parties further consent to the non-exclusive jurisdiction of the High Court of South Africa (Pietermaritzburg Local Division), subject to the provisions relating to arbitration.

26 HOLDING OVER

Should the Lessor cancel this Lease and the Tenant dispute the right to cancel and remain in occupation of the Lease Area, then —

26.1 the Tenant shall, pending the determination of such dispute, continue to pay to the Lessor on the due date thereof all amounts due under this Lease, and the acceptance thereof by the Lessor, shall be without prejudice to any of the Lessor's rights under this Lease and/or at law;


26.2 should such dispute be determined in favour of the Lessor, any such payments received shall be deemed to be amounts paid by the Tenant on account of damages suffered by the Lessor by reason of the cancellation of this Lease and/or the unlawful holding over by the Tenant.



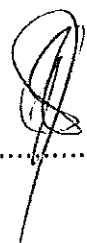
Signed at.....Newcastle.....on.....14/10/2020.....

KARBOCHEM (PTY) LTD:.....

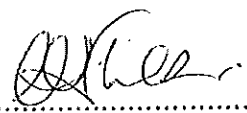
NAME OF SIGNATORY:H A. Steenkamp.....

WITNESS:.....

Signed at.....NEW PRUIT.....on.....00/10/2020.....

NEWCASTLE ENERGY (PTY) LTD:.....

NAME OF SIGNATORY:Timothy Simon (SHATI).....

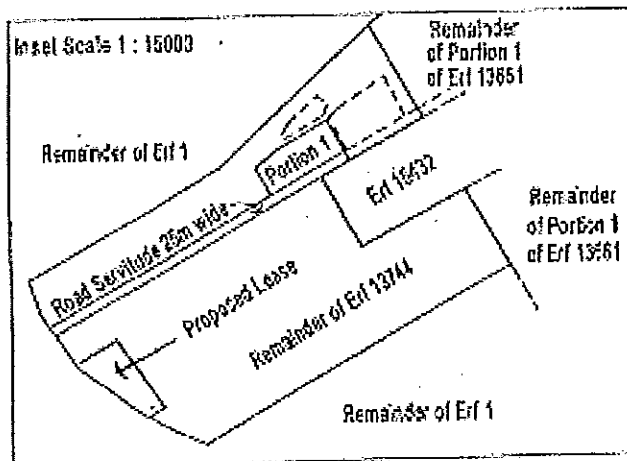
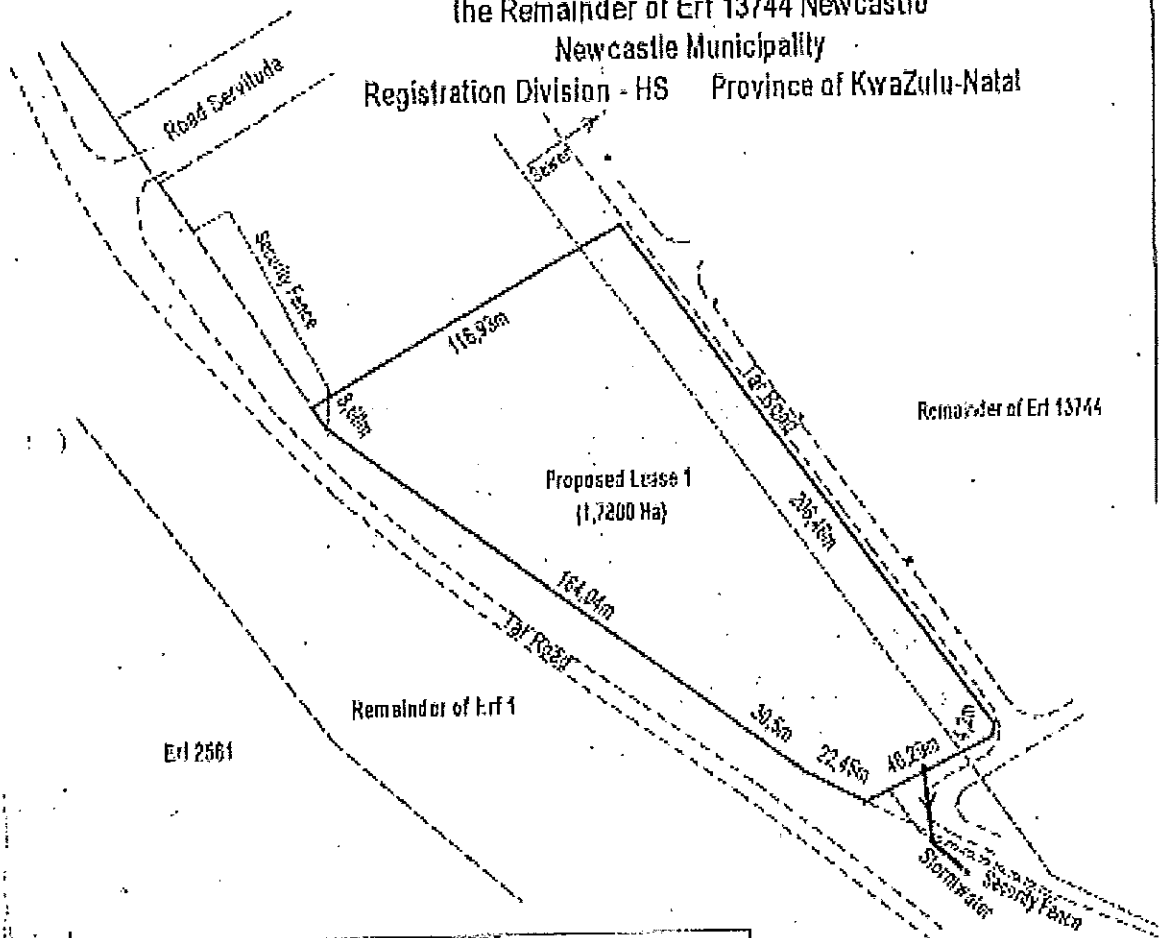
WITNESS:.....



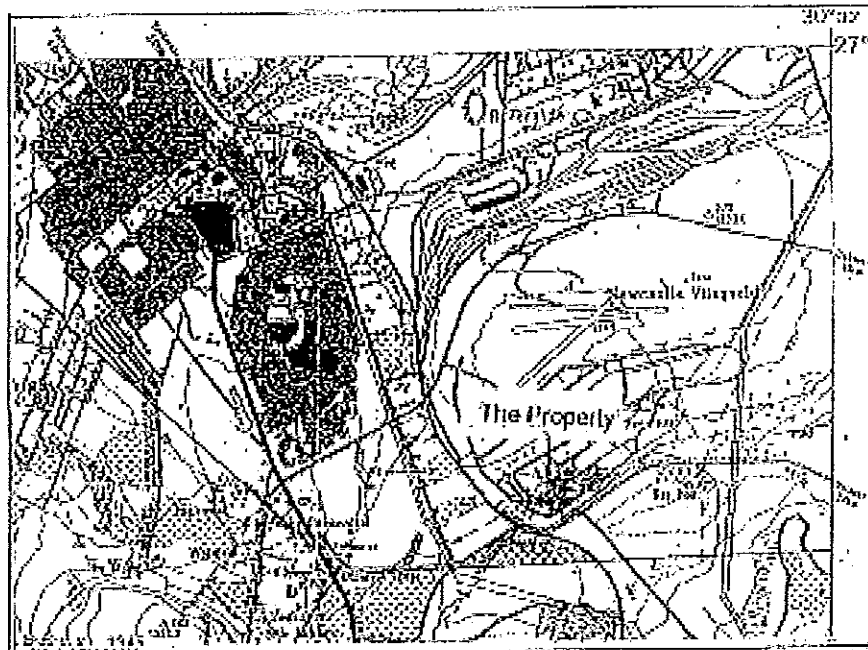
APPENDIX "A" - SKETCH PLAN



SKETCHPLAN
of
Proposed Lease 1 over
the Remainder of Erf 13744 Newcastle
Newcastle Municipality
Registration Division - HS Province of KwaZulu-Natal



Scale 1 : 2000



NEWCASTLE MUNICIPALITY

The subdivision shown on this layout plan complies with the by-laws or regulations relating to the proposed subdivision and is approved in terms of powers delegated to me by the Council of Newcastle Municipality in terms of Section 218 (2) of the Local Authorities Ordinance No. 25 of 1974, as amended.

DIRECTOR:
TOWN PLANNING

DATE

Owner : Karbochem Pty Ltd
Present Use : Factorios
Zone : General Industrial
Title Deed : T20344 / 1983
Diagram No. : S.G. No. 243 / 1982
Compilation : HSSP
Map Ref. : 2720 DD

Prepared by:
S E Lauterbach & Associates
Professional Land Surveyors
32 Ayliff Street
P O Box 407
Newcastle, 2940
Tel: 034 - 3125761

S E Lauterbach
Date : October 2005

APPENDIX 4
LIST OF LOCAL/PROVINCIAL AUTHORITY INVOLVED

Not Applicable (only one Local Provincial Authority – see Section 3 above)

APPENDIX 5 STRATEGIC INFRASTRUCTURE PROJECTS

Not Applicable

<p>SIP 1: Unlocking the northern mineral belt with Waterberg as the catalyst</p> <ul style="list-style-type: none"> • Unlock mineral resources • Rail, water pipelines, energy generation and transmission infrastructure • Thousands of direct jobs across the areas unlocked • Urban development in Waterberg - first major post-apartheid new urban centre will be a "green" development project • Rail capacity to Mpumalanga and Richards Bay • Shift from road to rail in Mpumalanga • Logistics corridor to connect Mpumalanga and Gauteng. 	
<p>SIP 2: Durban-Free State-Gauteng logistics and industrial corridor</p> <ul style="list-style-type: none"> • Strengthen the logistics and transport corridor between SA's main industrial hubs • Improve access to Durban's export and import facilities • Integrate Free State Industrial Strategy activities into the corridor • New port in Durban • Aerotropolis around OR Tambo International Airport. 	
<p>SIP 3: South-Eastern node & corridor development</p> <ul style="list-style-type: none"> • New dam at Mzimvubu with irrigation systems • N2-Wild Coast Highway which improves access into KwaZulu-Natal and national supply chains • Strengthen economic development in Port Elizabeth through a manganese rail capacity from Northern Cape • A manganese sinter (Northern Cape) and smelter (Eastern Cape) • Possible Mthombo refinery (Coega) and transshipment hub at Ngqura and port and rail upgrades to improve industrial capacity and performance of the automotive sector. 	
<p>SIP 4: Unlocking the economic opportunities in North West Province</p> <ul style="list-style-type: none"> • Acceleration of investments in road, rail, bulk water, water treatment and transmission infrastructure • Enabling reliable supply and basic service delivery • Facilitate development of mining, agricultural activities and tourism opportunities • Open up beneficiation opportunities in North West Province. 	
<p>SIP 5: Saldanha-Northern Cape development corridor</p> <ul style="list-style-type: none"> • Integrated rail and port expansion • Back-of-port industrial capacity (including an IDZ) • Strengthening maritime support capacity for oil and gas along African West Coast • Expansion of iron ore mining production and beneficiation. 	
<p>SIP 6: Integrated municipal infrastructure project</p> <p>Develop national capacity to assist the 23 least resourced districts (19 million people) to address all the maintenance backlogs and upgrades required in water, electricity and sanitation bulk infrastructure. The road maintenance programme will enhance service delivery capacity thereby impacting positively on the population.</p>	
<p>SIP 7: Integrated urban space and public transport programme</p> <p>Coordinate planning and implementation of public transport, human settlement, economic and social infrastructure and location decisions into sustainable urban settlements connected by densified transport corridors. This will focus on the 12 largest urban centres of the country, including all the metros in South Africa. Significant work is underway on urban transport integration.</p>	
<p>SIP 8: Green energy in support of the South African economy</p>	

Support sustainable green energy initiatives on a national scale through a diverse range of clean energy options as envisaged in the Integrated Resource Plan (IRP2010) and support bio-fuel production facilities.	
Indicate capacity in MW:	
SIP 9: Electricity generation to support socioeconomic development Accelerate the construction of new electricity generation capacity in accordance with the IRP2010 to meet the needs of the economy and address historical imbalances. Monitor implementation of major projects such as new power stations: Medupi, Kusile and Ingula.	
Indicate capacity in MW:	
SIP 10: Electricity transmission and distribution for all Expand the transmission and distribution network to address historical imbalances, provide access to electricity for all and support economic development. Align the 10-year transmission plan, the services backlog, the national broadband roll-out and the freight rail line development to leverage off regulatory approvals, supply chain and project development capacity.	
SIP 11: Agri-logistics and rural infrastructure Improve investment in agricultural and rural infrastructure that supports expansion of production and employment, small-scale farming and rural development, including facilities for storage (silos, fresh-produce facilities, packing houses); transport links to main networks (rural roads, branch train-line, ports), fencing of farms, irrigation schemes to poor areas, improved R&D on rural issues (including expansion of agricultural colleges), processing facilities (abattoirs, dairy infrastructure), aquaculture incubation schemes and rural tourism infrastructure.	
SIP 12: Revitalisation of public hospitals and other health facilities Build and refurbish hospitals, other public health facilities and revamp 122 nursing colleges. Extensive capital expenditure to prepare the public healthcare system to meet the requirements of the National Health Insurance (NHI) system. The SIP contains major builds for 6 hospitals.	
SIP 13: National school build programme A national school build programme driven by uniformity in planning, procurement, contract management and provision of basic services. Replace inappropriate school structures and address basic service backlog and provision of basic services under the Accelerated School Infrastructure Delivery Initiative (ASIDI). In addition, address national backlogs in classrooms, libraries, computer labs and admin buildings. Improving the learning environment will strengthen outcomes especially in rural schools, as well as reduce overcrowding.	
SIP 14: Higher education infrastructure Infrastructure development for higher education, focusing on lecture rooms, student accommodation, libraries and laboratories, as well as ICT connectivity. Development of university towns with a combination of facilities from residence, retail to recreation and transport. Potential to ensure shared infrastructure such as libraries by universities, FETs and other educational institutions. Two new universities will be built - in Northern Cape and Mpumalanga.	
SIP 15: Expanding access to communication technology Provide for broadband coverage to all households by 2020 by establishing core Points of Presence (POPs) in district municipalities, extend new Infraco fibre networks across provinces linking districts, establish POPs and fibre connectivity at local level, and further penetrate the network into deep rural areas. While the private sector will invest in ICT infrastructure for urban and corporate networks, government will co-invest for township and rural access, as well as for e-government, school and health connectivity. The school roll-out focus is initially on the 125 Dinaledi (science and maths-focussed) schools and 1525 district schools. Part of digital access to all South Africans includes TV migration nationally from analogue to digital broadcasting.	
SIP 16: SKA & Meerkat SKA is a global mega-science project, building an advanced radio-telescope facility linked to research infrastructure and high-speed ICT capacity and provides an opportunity for Africa and South Africa to contribute towards global advanced science projects.	

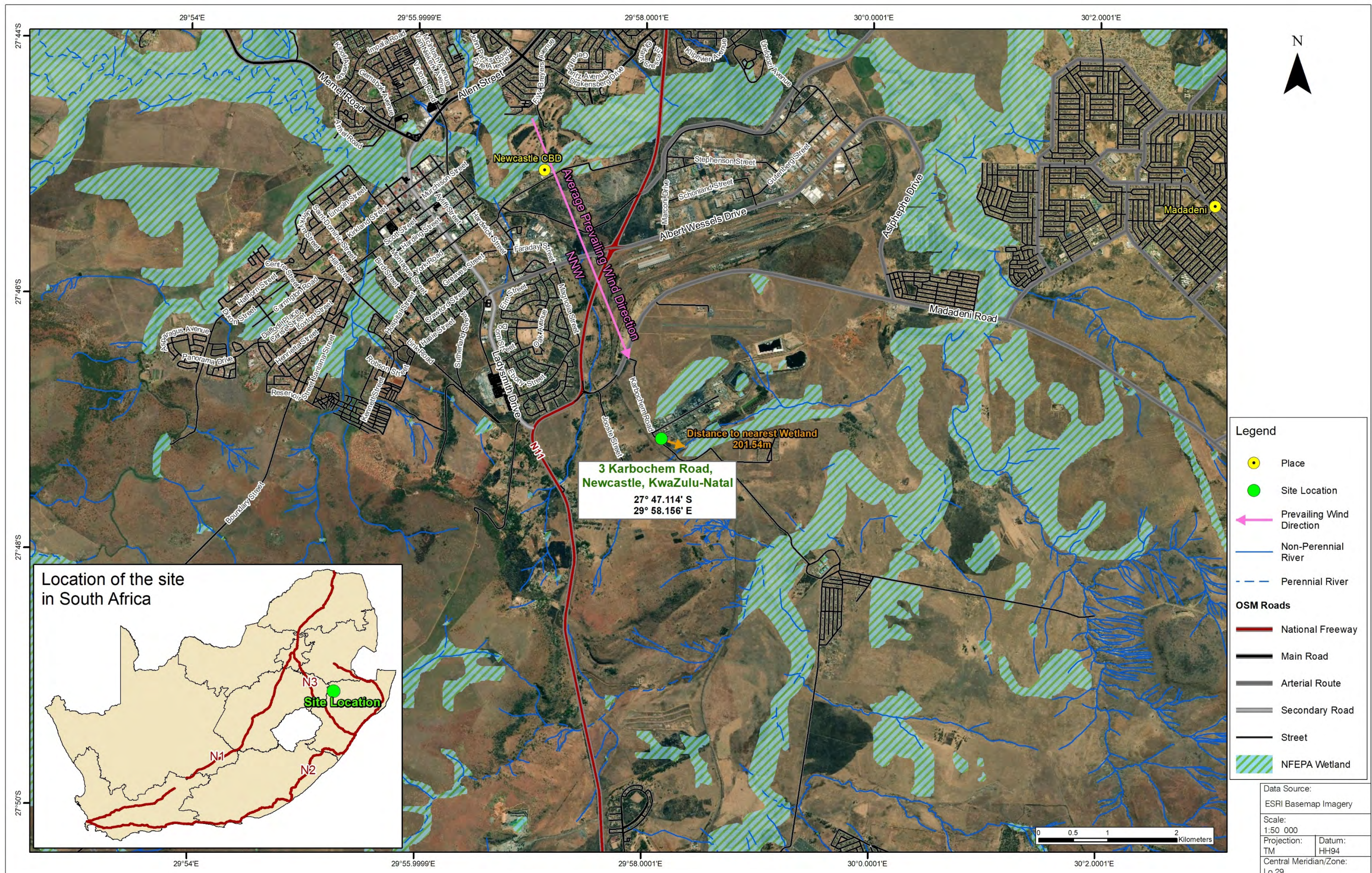
<p>SIP 17: Regional integration for African cooperation and development</p> <p>Participate in mutually beneficial infrastructure projects to unlock long-term socio-economic benefits by partnering with fast growing African economies with projected growth ranging between 3% and 10%. The projects involving transport, water and energy also provide competitively-priced, diversified, short and medium to long-term options for the South African economy where, for example, electricity transmission in Mozambique (Cesul) could assist in providing cheap, clean power in the short-term whilst Grand Inga in the DRC is long-term.</p> <p>All these projects complement the Free Trade Area (FTA) discussions to create a market of 600 million people in South, Central and East Africa.</p>	
<p>SIP 18: Water and sanitation infrastructure</p> <p>A 10-year plan to address the estimated backlog of adequate water to supply 1.4m households and 2.1m households to basic sanitation.</p> <p>The project will involve provision of sustainable supply of water to meet social needs and support economic growth. Projects will provide for new infrastructure, rehabilitation and upgrading of existing infrastructure, as well as improve management of water infrastructure.</p>	

PLEASE ATTACH PROOF FROM THE RELEVANT SIP CO-ORDINATOR FOR EACH OF THE SIP PROJECT SELECTED.

APPENDIX 6
LIST OF SGIDS / COORDINATES OF THE BOUNDARY OF THE PROPERTY OR PROPERTIES / COORDINATES
OF LISTED ACTIVITIES

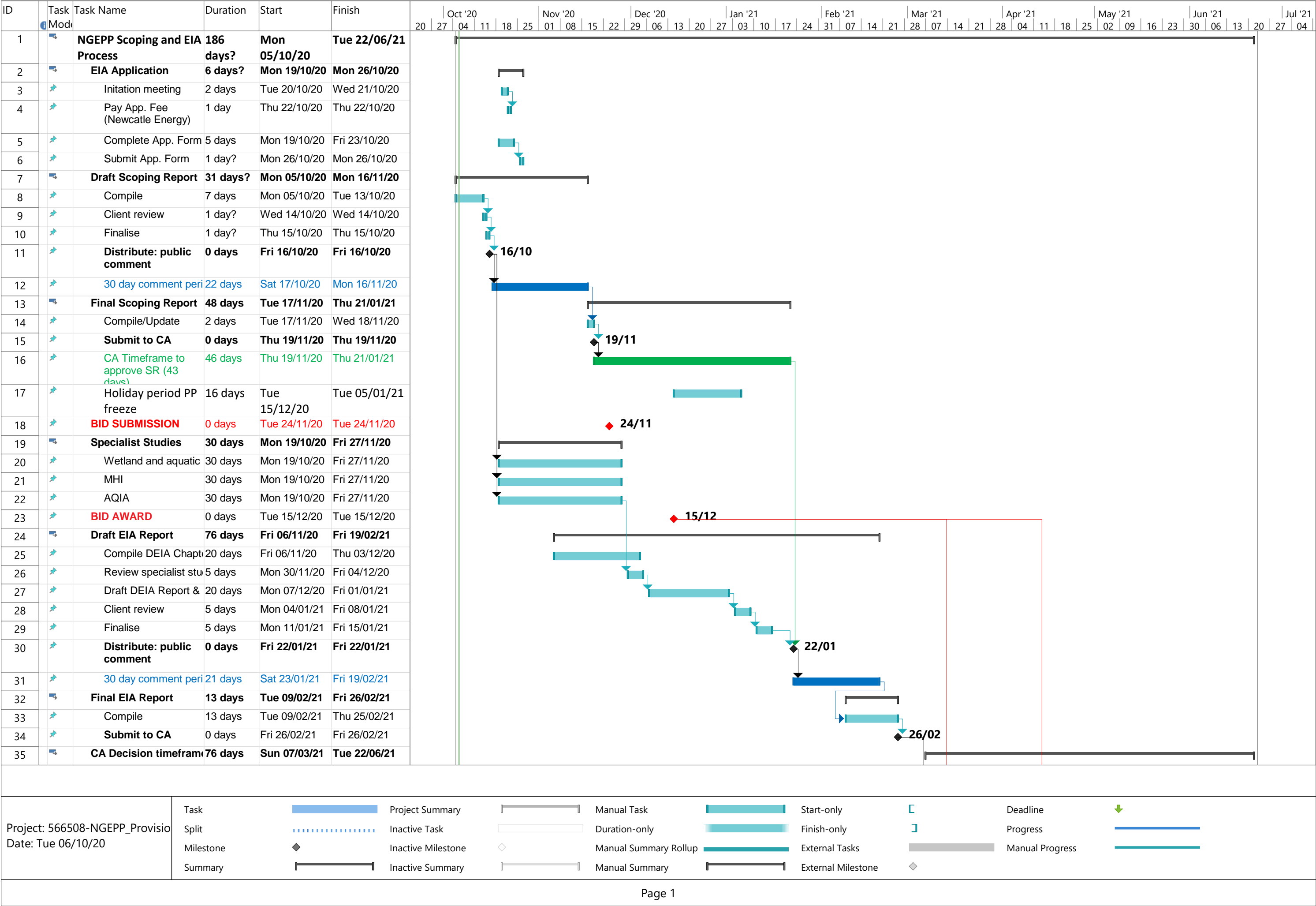
Not Applicable (only one property – the details for which are provided in Section 6 above)

**APPENDIX 7
LOCALITY MAP**





**APPENDIX 8
PROJECT SCHEDULE**



ID	Task Mode	Task Name	Duration	Start	Finish	Oct '20							Nov '20				Dec '20				Jan '21				Feb '21				Mar '21				Apr '21				May '21				Jun '21				Jul '21		
						20	27	04	11	18	25	01	08	15	22	29	06	13	20	27	03	10	17	24	31	07	14	21	28	07	14	21	28	04	11	18	25	02	09	16	23	30	06	13	20	27	04
36	✈	CA review & approve EIA (107 days)	77 days	Sun 07/03/21	Mon 21/06/21																																										
37	✈	EA issue	0 days	Tue 22/06/21	Tue 22/06/21																																										
38	📅	Commercial Close	23 days	Mon 15/03/21	Thu 15/04/21																																										
39	✈	1 month before	0 days	Mon 15/03/21	Mon 15/03/21																																										
40	✈	Commercial Close	0 days	Thu 15/04/21	Thu 15/04/21																																										



Project: 566508-NGEPP_Provisio Date: Tue 06/10/20	Task	<div></div>	Project Summary	<div></div>	Manual Task	<div></div>	Start-only	<div></div>	Deadline	<div></div>
	Split	<div></div>	Inactive Task	<div></div>	Duration-only	<div></div>	Finish-only	<div></div>	Progress	<div></div>
	Milestone	<div></div>	Inactive Milestone	<div></div>	Manual Summary Rollup	<div></div>	External Tasks	<div></div>	Manual Progress	<div></div>
	Summary	<div></div>	Inactive Summary	<div></div>	Manual Summary	<div></div>	External Milestone	<div></div>		<div></div>

APPENDIX 9 DECLARATION OF THE APPLICANT

I, Timothy Simon Whati, declare that –

- I am, or represent¹, the applicant in this application;
- I have appointed an Environmental Assessment Practitioner (EAP) to act as the independent EAP for this application / have obtained exemption from the requirement to obtain an EAP²;
- I will take all reasonable steps to verify whether the EAP and specialist/s appointed are independent and have expertise in conducting environmental impact assessments or undertaking specialist work as required, including knowledge of the Act, the EIA Regulations and any guidelines that have relevance to the proposed activity;
- I will provide the EAP and the Competent Authority with access to all information at my disposal that is relevant to the application;
- I will be responsible for the costs incurred in complying with the Regulations, including but not limited to –
 - costs incurred in connection with the appointment of the EAP or any person contracted by the EAP;
 - costs incurred in respect of the undertaking of any process required in terms of the Regulations;
 - costs in respect of any fee prescribed by the Minister or MEC in respect of the Regulations;
 - costs in respect of specialist reviews, if the Competent Authority decides to recover costs; and
 - the provision of security to ensure compliance with conditions attached to an environmental authorisation, should it be required by the Competent Authority;
- I will inform all registered interested and affected parties of any suspension of the application as well as of any decisions taken by the Competent Authority in this regard;
- I am responsible for complying with the conditions of any environmental authorisation issued by the Competent Authority;
- I hereby indemnify the Government of the Republic of South Africa, the Competent Authority and all its officers, agents and employees, from any liability arising out of the content of any report, any procedure or any action which the applicant or EAP is responsible for in terms of these Regulations;
- I will not hold the Competent Authority responsible for any costs that may be incurred by the applicant in proceeding with an activity prior to obtaining an environmental authorisation or prior to an appeal being decided in terms of these Regulations;
- I will perform all obligations as expected from an applicant in terms of the Regulations;
- all the particulars furnished by me in this form are true and correct; and
- I am aware of what constitutes an offence in terms of Regulation 48 and that a person convicted of an offence in terms of Regulation 48(1) is liable to the penalties as contemplated in section 49B of the Act.
- I am aware that in terms of Section 24F of the National Environmental Management Act, as amended (Act No. 107 of 1998) that no listed activity may commence prior to an environmental authorisation being granted by the Competent Authority.



Signature³ of the applicant/ Signature on behalf of the applicant

Newcastle Energy (Pty) Ltd

Name of company (if applicable)

30 October 2020

Date:

¹ If this is signed on behalf of the applicant, proof of such authority from the applicant must be attached. If the applicant is a juristic person, a signature on behalf of the applicant is required as well as proof of such authority.

² If exemption is obtained from appointing an EAP, the responsibilities of an EAP will automatically apply to the person conducting the environmental impact assessment in terms of the Regulations.

³ Only original signatures will be accepted. No scanned, copied or faxed signatures will be accepted. An EAP may not sign on behalf of an applicant.

APPENDIX 10 DECLARATION OF THE EAP

I, Marius van Huyssteen, declare that –

- I act as the independent environmental assessment practitioner in this application;
- I have expertise in conducting environmental impact assessments, including knowledge of the Act, Regulations and any guidelines that have relevance to the proposed activity;
- I will comply with the Act, Regulations and all other applicable legislation;
- I will perform the work relating to the application in an objective manner, even if this results in views and findings that are not favourable to the applicant;
- I will take into account, to the extent possible, the matters listed in Regulation 13 of the Regulations when preparing the application and any report relating to the application;
- I undertake to disclose to the applicant and the Competent Authority all material information in my possession that reasonably has or may have the potential of influencing - any decision to be taken with respect to the application by the Competent Authority; and - the objectivity of any report, plan or document to be prepared by myself for submission to the Competent Authority, unless access to that information is protected by law, in which case it will be indicated that such information exists and will be provided to the Competent Authority;
- I will perform all obligations as expected from an environmental assessment practitioner in terms of the Regulations; and
- I am aware of what constitutes an offence in terms of Regulation 48 and that a person convicted of an offence in terms of Regulation 48(1) is liable to the penalties as contemplated in Section 49B of the Act.

Disclosure of Vested Interest (delete whichever is not applicable)

- I do not have and will not have any vested interest (either business, financial, personal or other) in the proposed activity proceeding other than remuneration for work performed in terms of the Regulations;

[Redacted]

SRK Consulting - Certified Electronic Signature

566593/EIA App/44132/01/01
5446-1261-50074/VHUY-30/10/2020
This signature has been printed digitally. The Author has given permission for its use for this document. The details are stored in the SRK Signature Database

Signature of the environmental assessment practitioner

SRK Consulting (South Africa) (Pty) Ltd.

Name of company:

30 October 2020

Date

APPENDIX 11
SCREENING TOOL REPORT

**SCREENING REPORT FOR AN ENVIRONMENTAL AUTHORIZATION OR
FOR A PART TWO AMENDMENT OF AN ENVIRONMENTAL AUTHORISATION
AS REQUIRED BY THE 2014 EIA REGULATIONS – PROPOSED SITE
ENVIRONMENTAL SENSITIVITY**

EIA Reference number: N/A

Project name: Vutomi

Project title: 100MW Gas-to-Power Plant

Date screening report generated: 06/10/2020 13:28:32

Applicant: Newcastle Energy (Pty) Ltd

Compiler: SRK

Compiler signature:

.....

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Proposed Project Location

Orientation map 1: General location



Map of proposed site and relevant area(s)



Cadastral details of the proposed site

Property details:

No	Farm Name	Farm/ Erf No	Portion	Latitude	Longitude	Property Type
1	NEWCASTLE	1	0	27°46'12.83S	29°58'57.69E	Erven
2	NEWCASTLE	13744	0	27°46'57.83S	29°58'25.52E	Erven
3	NEWCASTLE	13744	0	27°46'57.83S	29°58'25.52E	Erven
4	NEWCASTLE	15618	0	27°47'3.58S	29°58'39.18E	Erven
5	NEWCASTLE	13744	0	27°47'0.05S	29°58'22.17E	Erven

Development footprint¹ vertices:

No development footprint(s) specified.

Wind and Solar developments with an approved Environmental Authorisation or applications under consideration within 30 km of the proposed area

No nearby wind or solar developments found.

Environmental Management Frameworks relevant to the application

No intersections with EMF areas found.

¹ “development footprint”, means the area within the site on which the development will take place and includes all ancillary developments for example roads, power lines, boundary walls, paving etc. which require vegetation clearance or which will be disturbed and for which the application has been submitted.

Environmental screening results and assessment outcomes

The following sections contain a summary of any development incentives, restrictions, exclusions or prohibitions that apply to the proposed development site as well as the most environmental sensitive features on the site based on the site sensitivity screening results for the application classification that was selected. The application classification selected for this report is:

Utilities Infrastructure | Electricity | Generation | Non
Renewable | Hydrocarbon | Petroleum | Hydrocarbon - Petroleum.

Relevant development incentives, restrictions, exclusions or prohibitions

The following development incentives, restrictions, exclusions or prohibitions and their implications that apply to this site are indicated below.

No intersection with any development zones found.

Map indicating proposed development footprint within applicable development incentive, restriction, exclusion or prohibition zones



Proposed Development Area Environmental Sensitivity

The following summary of the development site environmental sensitivities is identified. Only the highest environmental sensitivity is indicated. The footprint environmental sensitivities for the proposed development footprint as identified, are indicative only and must be verified on site by a suitably qualified person before the specialist assessments identified below can be confirmed.

Theme	Very High sensitivity	High sensitivity	Medium sensitivity	Low sensitivity
Agriculture Theme			X	
Animal Species Theme			X	

Aquatic Biodiversity Theme	X			
Archaeological and Cultural Heritage Theme		X		
Civil Aviation Theme		X		
Defence Theme				X
Plant Species Theme				X
Terrestrial Biodiversity Theme	X			

Specialist assessments identified

Based on the selected classification, and the environmental sensitivities of the proposed development footprint, the following list of specialist assessments have been identified for inclusion in the assessment report. It is the responsibility of the EAP to confirm this list and to motivate in the assessment report, the reason for not including any of the identified specialist study including the provision of photographic evidence of the site situation.

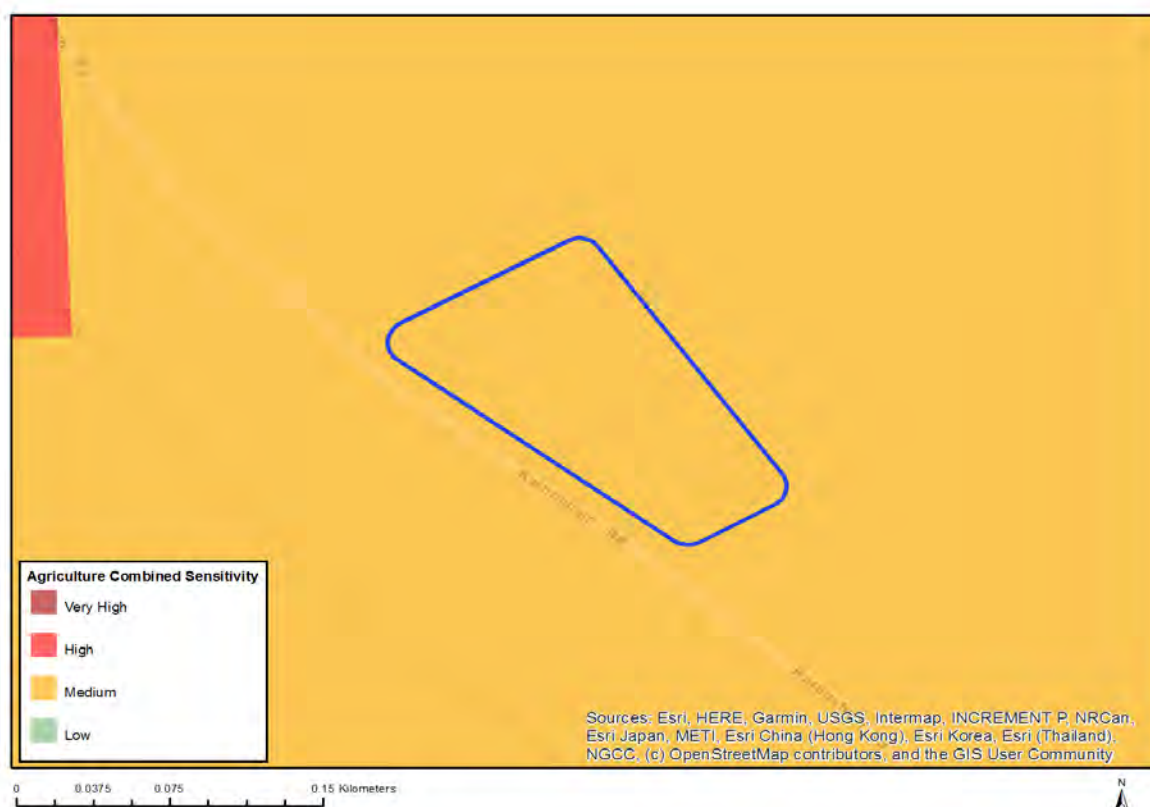
N o	Special ist assess ment	Assessment Protocol
1	Agricultural Impact Assessment	https://screening.environment.gov.za/ScreeningDownloads/AssessmentProtocols/Gazetted_General_Agriculture_Assessment_Protocols.pdf
2	Landscape/Visual Impact Assessment	https://screening.environment.gov.za/ScreeningDownloads/AssessmentProtocols/Gazetted_General_Requirement_Assessment_Protocols.pdf
3	Archaeological and Cultural Heritage Impact Assessment	https://screening.environment.gov.za/ScreeningDownloads/AssessmentProtocols/Gazetted_General_Requirement_Assessment_Protocols.pdf
4	Palaeontology Impact Assessment	https://screening.environment.gov.za/ScreeningDownloads/AssessmentProtocols/Gazetted_General_Requirement_Assessment_Protocols.pdf
5	Terrestrial Biodiversity Impact Assessment	https://screening.environment.gov.za/ScreeningDownloads/AssessmentProtocols/Gazetted_Terrestrial_Biodiversity_Assessment_Protocols.pdf
6	Aquatic Biodiversity Impact Assessment	https://screening.environment.gov.za/ScreeningDownloads/AssessmentProtocols/Gazetted_Aquatic_Biodiversity_Assessment_Protocols.pdf
7	Hydrology Assessment	https://screening.environment.gov.za/ScreeningDownloads/AssessmentProtocols/Gazetted_General_Requirement_Assessment_Protocols.pdf

	ent	
8	Noise Impact Assessment	https://screening.environment.gov.za/ScreeningDownloads/AssessmentProtocols/Gazetted_Noise_Impacts_Assessment_Protocol.pdf
9	Traffic Impact Assessment	https://screening.environment.gov.za/ScreeningDownloads/AssessmentProtocols/Gazetted_General_Requirement_Assessment_Protocols.pdf
10	Geotechnical Assessment	https://screening.environment.gov.za/ScreeningDownloads/AssessmentProtocols/Gazetted_General_Requirement_Assessment_Protocols.pdf
11	Climate Impact Assessment	https://screening.environment.gov.za/ScreeningDownloads/AssessmentProtocols/Gazetted_General_Requirement_Assessment_Protocols.pdf
12	Health Impact Assessment	https://screening.environment.gov.za/ScreeningDownloads/AssessmentProtocols/Gazetted_General_Requirement_Assessment_Protocols.pdf
13	Socio-Economic Assessment	https://screening.environment.gov.za/ScreeningDownloads/AssessmentProtocols/Gazetted_General_Requirement_Assessment_Protocols.pdf
14	Ambient Air Quality Impact Assessment	https://screening.environment.gov.za/ScreeningDownloads/AssessmentProtocols/Gazetted_General_Requirement_Assessment_Protocols.pdf
15	Air Quality Impact Assessment	https://screening.environment.gov.za/ScreeningDownloads/AssessmentProtocols/Gazetted_General_Requirement_Assessment_Protocols.pdf
16	Plant Species Assessment	https://screening.environment.gov.za/ScreeningDownloads/AssessmentProtocols/Gazetted_General_Requirement_Assessment_Protocols.pdf
17	Animal Species Assessment	https://screening.environment.gov.za/ScreeningDownloads/AssessmentProtocols/Gazetted_General_Requirement_Assessment_Protocols.pdf

Results of the environmental sensitivity of the proposed area.

The following section represents the results of the screening for environmental sensitivity of the proposed site for relevant environmental themes associated with the project classification. It is the duty of the EAP to ensure that the environmental themes provided by the screening tool are comprehensive and complete for the project. Refer to the disclaimer.

MAP OF RELATIVE AGRICULTURE THEME SENSITIVITY

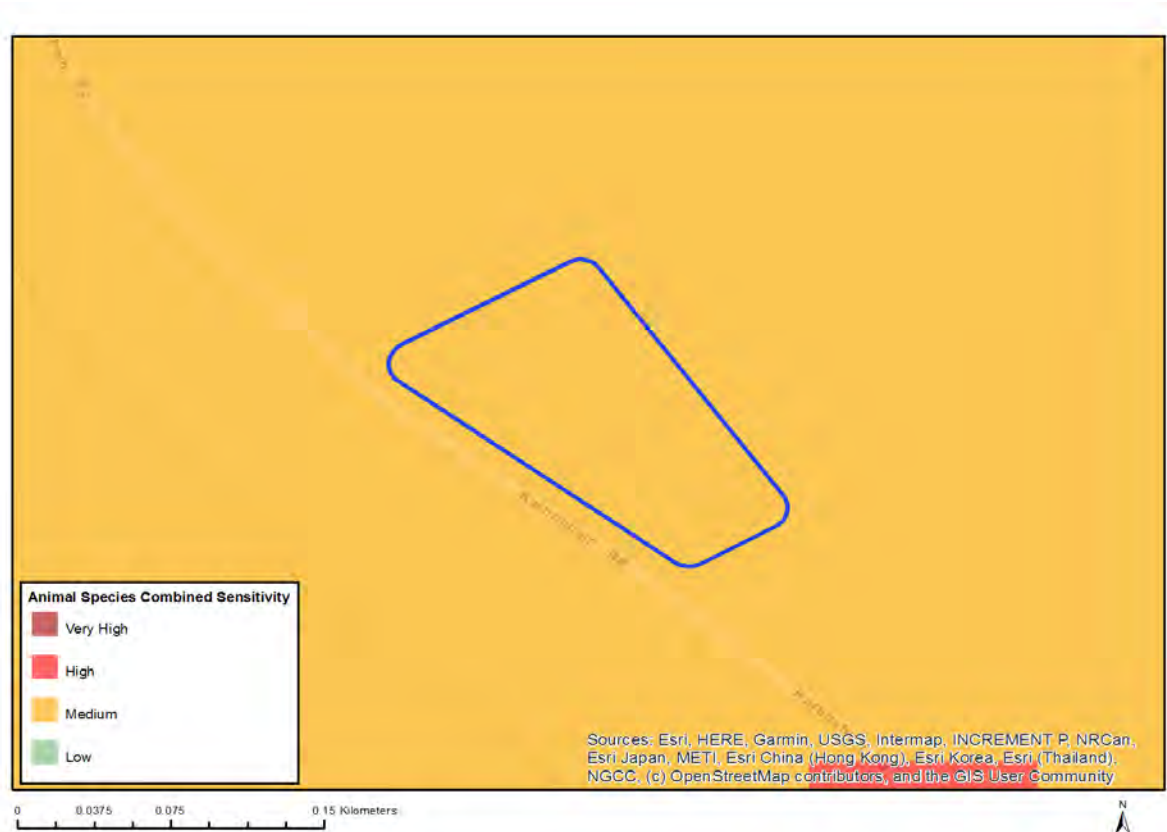


Very High sensitivity	High sensitivity	Medium sensitivity	Low sensitivity
		X	

Sensitivity Features:

Sensitivity	Feature(s)
Medium	Land capability;06. Low-Moderate/07. Low-Moderate/08. Moderate

MAP OF RELATIVE ANIMAL SPECIES THEME SENSITIVITY



Very High sensitivity	High sensitivity	Medium sensitivity	Low sensitivity
		X	

Sensitivity Features:

Sensitivity	Feature(s)
Medium	Invertebrate-Clonia lalandei
Medium	Mammalia-Ourebia ourebi ourebi

MAP OF RELATIVE AQUATIC BIODIVERSITY THEME SENSITIVITY

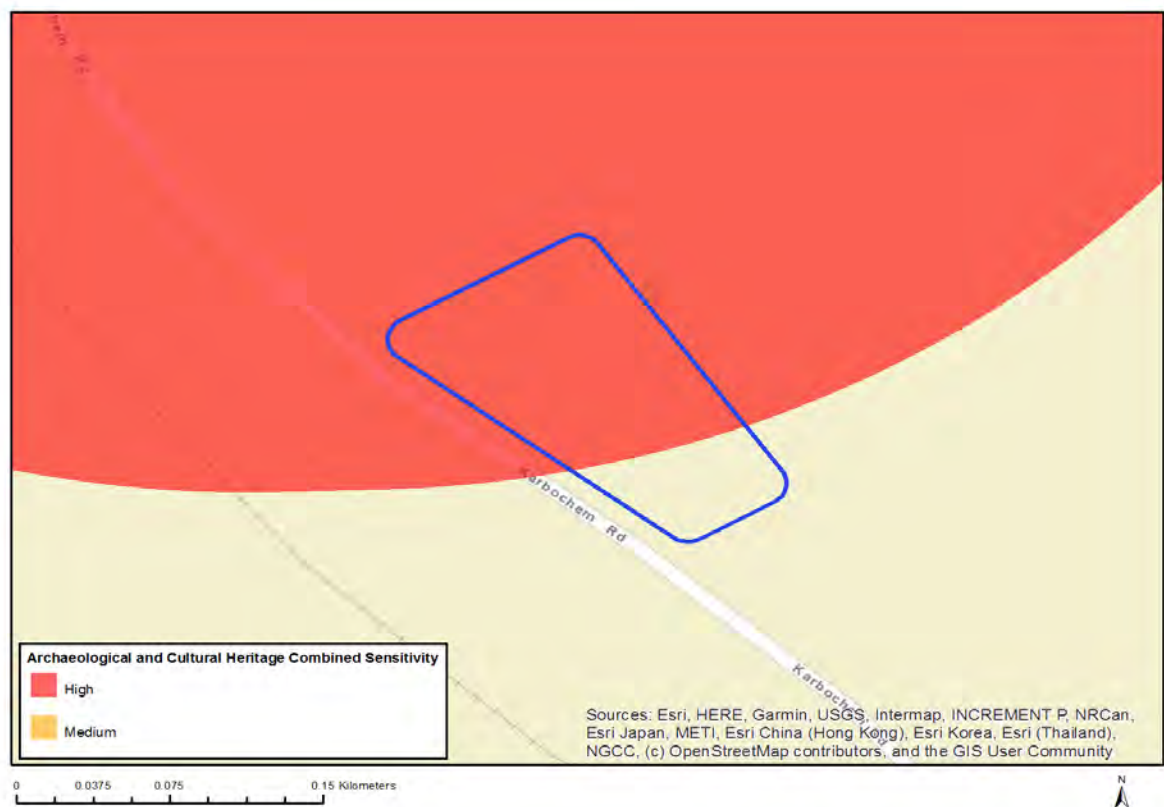


Very High sensitivity	High sensitivity	Medium sensitivity	Low sensitivity
X			

Sensitivity Features:

Sensitivity	Feature(s)
Very High	Aquatic CBAs

MAP OF RELATIVE ARCHAEOLOGICAL AND CULTURAL HERITAGE THEME SENSITIVITY



Very High sensitivity	High sensitivity	Medium sensitivity	Low sensitivity
	X		

Sensitivity Features:

Sensitivity	Feature(s)
High	Within 500 m of an important wetland

MAP OF RELATIVE CIVIL AVIATION THEME SENSITIVITY

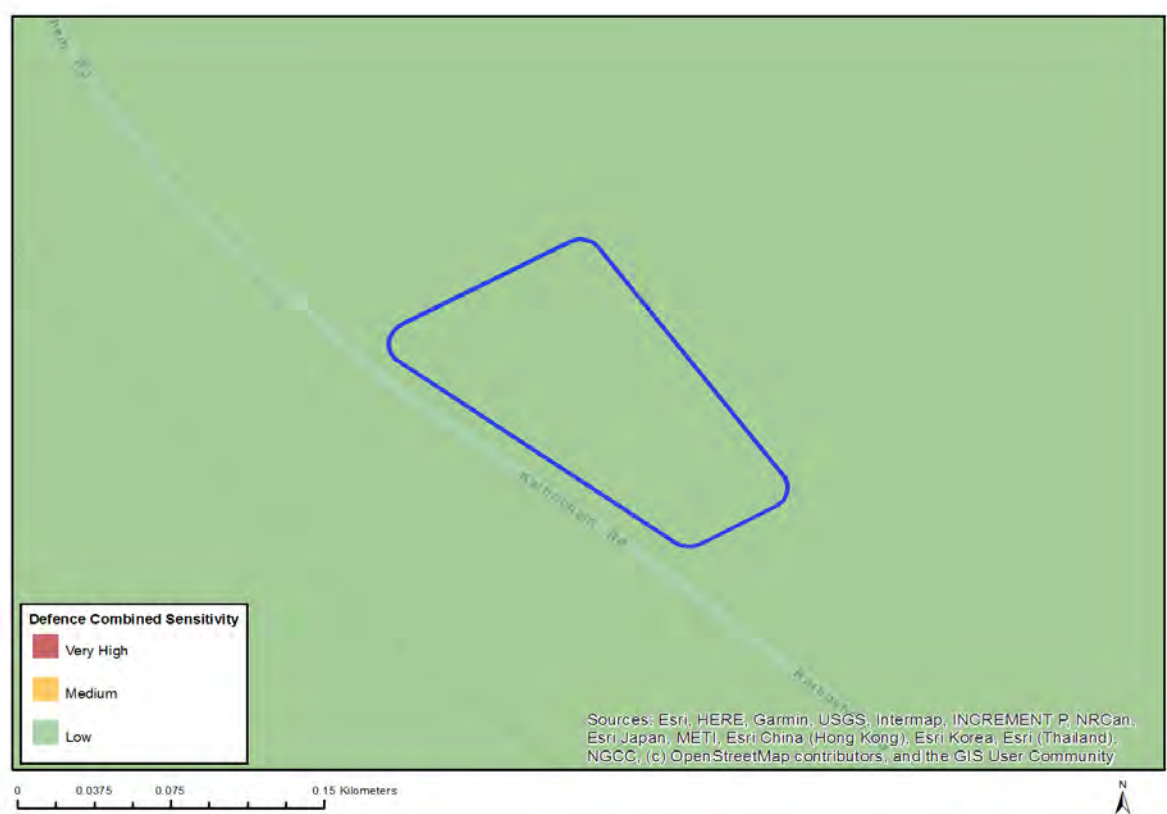


Very High sensitivity	High sensitivity	Medium sensitivity	Low sensitivity
	X		

Sensitivity Features:

Sensitivity	Feature(s)
High	Within 8 km of other civil aviation aerodrome

MAP OF RELATIVE DEFENCE THEME SENSITIVITY

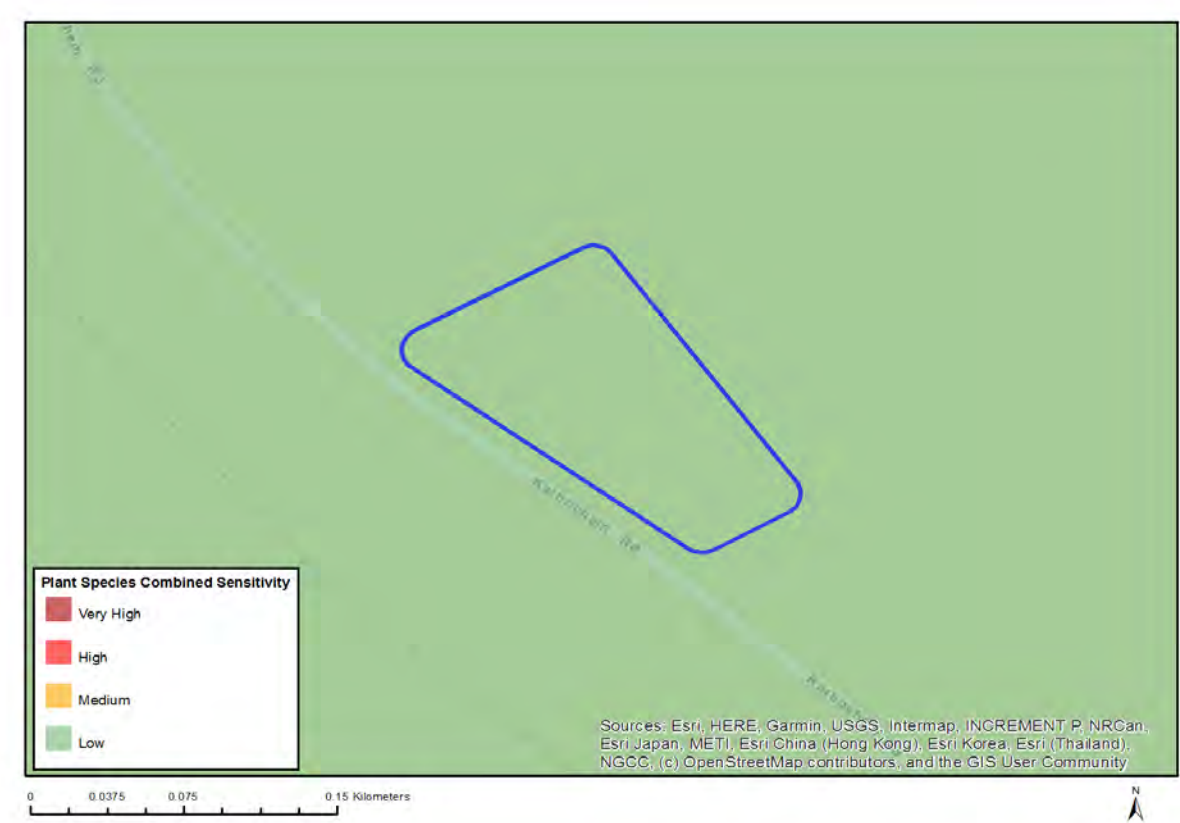


Very High sensitivity	High sensitivity	Medium sensitivity	Low sensitivity
			X

Sensitivity Features:

Sensitivity	Feature(s)
Low	Low sensitivity

MAP OF RELATIVE PLANT SPECIES THEME SENSITIVITY



Very High sensitivity	High sensitivity	Medium sensitivity	Low sensitivity
			X

Sensitivity Features:

Sensitivity	Feature(s)
Low	Low sensitivity

MAP OF RELATIVE TERRESTRIAL BIODIVERSITY THEME SENSITIVITY



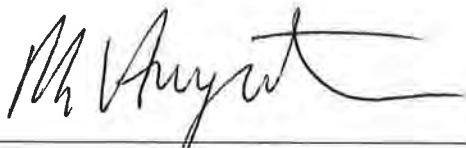
Very High sensitivity	High sensitivity	Medium sensitivity	Low sensitivity
X			

Sensitivity Features:

Sensitivity	Feature(s)
Very High	Critical Biodiversity Area

APPENDIX 12
UNDERTAKING UNDER OATH/ AFFIRMATION

I, Marius van Huyssteen, swear under oath / affirm that all the information submitted or to be submitted for the purposes of this application is true and correct.



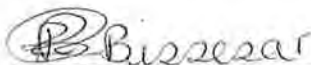
Signature of the Environmental Assessment Practitioner

SRK Consulting (South Africa) (Pty) Ltd.

Name of Company

04 November 2020

Date



Signature of the Commissioner of Oaths

04 November 2020

Date



I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration Sworn to/affirmed and Signed before me at Westville on 04/11/2020

Reesha Bissesar (Administrator)

REF No: 9/1/8/2 (R/O) KZN (Pinetown)

Commissioner of Oaths