STATEMENT ON THE OUTCOME OF THE URGENT COURT APPLICATION INSTITUTED BY SHISHANGENI LODGE (PTY) LTD

1. SANParks wishes to inform bidders of the outcome of the urgent court application instituted by Shishangeni Lodge (Pty) Ltd (Shishangeni), which was heard in the Gauteng Division of the High Court, Pretoria, on 14 October 2026. Shishangeni sought, in the main, an interim interdict restraining SANParks from proceeding with the tender for the Mpanamana Concession based on the amendments stipulated in Erratum 1, removing the applicability of the Residual Value obligation from the Mpanamana tender. Shishangeni complained that SANParks acted unlawfully when it amended the tender documents pursuant to Erratum 1 without affording Shishangeni an opportunity to be heard and to make representations to SANParks. The application was opposed by SANParks.

2. On 22 October 2026, Nyathi J issued an order granting Shishangeni an interim interdict, restraining SANParks from implementing or giving effect to Erratum 1 insofar as it concerns the Mpanamana Concession; and from proceeding with the Mpanamana tender process on the revised documentation issued by SANParks during September 2026, to the extent that the revisions removed the residual value provisions contained in the original tender documents issued on 7 July 2026.

3. Nyathi J's order is an interim interdict confined to the Mpanamana Concession pending a review application to be instituted within 10 court days. The Court made no finding of law that Residual Value is payable upon natural expiry under clause 3.9, nor any finding that Erratum 1 is invalid across the six concessions. Instead, Nyathi J held that the proper construction of clause 3.9 is a matter for another forum and that his findings were preliminary.

4. The judgment of Nyathi J rested on facts specific to Shishangeni, namely alleged procedural unfairness arising from SANParks' implementation of Erratum 1 without responding to Shishangeni's written demand of

11 September 2026 to be heard prior to any amendment, and SANParks' specific conduct towards Shishangeni regarding its residual value.

5. Nyathi J's order is prohibitory. It does not compel SANParks to proceed with the tender for the Mpanamana Concession on the terms of the tender documents issued on 7 July 2026.

6. SANParks has made its position known to all bidders. SANParks remains firm on its stance. It does not accept that any of the concession contracts create an obligation on it to pay residual value to any of the exiting concessionaires, except in the circumstances of early termination expressly provided for in the concession contracts. Those circumstances do not include the natural expiry of the concession period.

7. Considering the interim order granted by Nyathi J, SANParks intends to withdraw the tender for the Mpanamana Concession. SANParks will communicate further regarding the procurement of the Mpanamana Concession in due course.

8. Nyathi J's judgment was decided on Shishangeni's facts and does not affect the remaining five concession contracts or tenders. Accordingly, SANParks intends to proceed with the other five tenders on the revised tender documentation toward the closing date of 13 November 2026.

9. SANParks maintains that the procurement process and the residual value disputes, such as might exist, are discrete matters, the outcome of one of which should not impact the other.