

**MEMORANDUM  
OF  
AGREEMENT OF LEASE**

**Between**

**JACOBUS PETRUS SWIEGERS**

**And**

**NAMIBIA POWER CORPORATION (PROPRIETARY) LIMITED  
(hereinafter referred to as NAMPOWER)**

1/8/11  


Memorandum of Agreement of Lease

Made and entered into by and between

**NAMIBIA POWER CORPORATION (PROPRIETARY) LIMITED,**  
a company incorporated in terms of the Laws of Namibia (Registration Number:  
2051) and having its registered office at NamPower Centre, 15 Luther Street,  
Windhoek, Namibia (hereinafter referred to as "NamPower", which expression where  
the context so admits shall be deemed to include the successors and permitted assigns  
of NamPower), herein dully represented by **Kahenge Simson Haulofu** in his capacity  
as the Managing Director and duly authorized thereto.

(Hereinafter referred to as "Lessee")

**And**

**JACOBUS PETRUS SWIEGERS,**  
a male Namibian, with Identity No. 83060910340, herein acting in his personal  
capacity and owner of the property Farm Dishon No 365, Karas Region, Namibia, and  
residing at Farm Nabas 61, Karas Region, PO Box 31 Ariamsvlei, e-mail  
jps.nabas@gmail.com , Tel +27 824672038.

(hereinafter referred to as "Lessor")

**(Jointly referred to as "the Parties", and singularly as "the Party")**

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1. **PROPERTY**

The Lessor lets to the Lessee, a specific piece of land, as more specifically signposted with GPS Coordinates on the attached Arial Photograph, hereto marked "Nampower 1", measuring in total 1.5 hectares, situated on Farm Dishon 365, Karas Region, Republic of Namibia, (hereinafter referred to as "the Property"), which the Lessee agreed to rent from the Lessor.

2. **PERIOD OF LEASE**

Notwithstanding the date on which this Agreement is signed, it shall be deemed to have commenced 1 April 2020 and terminating 31 March 2023 (**3 (three) years**) unless renewed as per paragraph 3.

3. **OPTION**

The Lessee has the option to renew the Lease Agreement for a further period, to be mutually agreed upon by the parties, reckoned from the date of termination, provided that notice to the Lessor of the Lessee's intention to exercise this option, is given in writing at least 3 (three) calendar months before the date of termination.

4. **RENT**

4.1 The rent shall be **N\$1,900.00** (one thousand nine hundred Namibia Dollars) per month subjected to an annual escalation of **5%** (five percent) or the equivalent of N\$ 75 470-85 (seventy five thousand four hundred and seventy Namibia Dollars and 85 cents) payable once off in advance upon signature of this Agreement, without any deduction whatever.

4.4 All charges, inclusive Stamp Duty that may arise as a result of the lease in respect of the leased portion of land shall be for the Lessee's account not the Lessor.

5. **INSTALLATIONS**

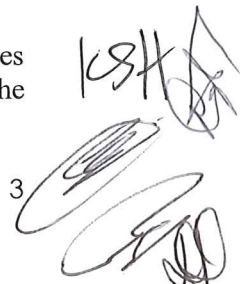
The Lessee shall be entitled to install a wind measurement mast and any other structures necessary to support operation of the wind mast and shall, on the termination of this lease, remove them and repair and make good any damage occasioned thereby or by agreement with the Lessor to leave them, in which case it shall not be entitled to any compensation from the Lessor.

The Lessee shall be entitled to utilize a mobile measurement unit (Lidar system) within a 10 (ten) kilometer radius of the wind measurement mast which may be relocated from time to time as may be required with the consent of the Lessor.

Access to the Property may be required from time to time by Consultants appointed by the Lessee, in order to access measurement data, perform maintenance, or to perform environmental impact assessments.

The Lessee shall inform the Lessor in writing, providing the full names and surnames of such Consultants, inclusive the specified dates, on which specific dates the

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Consultants will access the Property.

6. **SUBLETTING AND ASSIGNMENT**

The Lessee shall not, without the prior written consent of the Lessor, sublet the Property or any part thereof, cede or assign any of its rights under this lease, or permit any other person to occupy any part of the Property whether gratuitously or otherwise, which consent shall not unreasonably be withheld.

7. **NON-LIABILITY OF LESSOR**

7.1 The Lessor shall further not be held liable for any damages, personal injuries or damages to property (including any consequential damage) that may be sustained by the Lessee as a result of the above mentioned and/or other cause whatsoever;

7.2 All goods, property and effects of whatsoever nature which may at any time be in or on the Property, shall be at the sole risk of the Lessee, and the Lessor shall not be liable for any loss or damage thereto from any cause whatsoever.

8. **BREACH OF LEASE**

Should the Lessee:

8.1 Fail to pay the rental or any amount due in terms of this Lease;

8.2 Breach any of the other terms or conditions of this Lease, the Lessor shall be entitled:

8.2.1 to cancel this Lease Agreement, by serving the Lessee with written termination notice effective immediately;

8.2.2 to a payment equal to the monthly rent of not less than three (3) months by the Lessee effective immediately without delay into the bank account of the Lessor;


9. **DOMICILIA AND NOTICES**

9.1 The Lessor chooses *domicilium citandi et executandi* for all purposes hereunder at Farm Nabas 61, PO Box 31, Ariamsvlei, Namibia.

9.2 The Lessee chooses *domicilium citandi et executandi* for all purposes hereunder at NamPower Centre, 15 Luther Street, P.O.Box 2864, Windhoek, Namibia;

9.3 Any notice to be given in terms of this Lease by the Parties, shall be so done in writing and sent by prepaid registered post or and fax and shall be deemed received after 5 working days.

10. **GENERAL PROVISIONS**

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- 10.1 Any indulgence, which may be granted by the Lessor to the Lessee, shall not be deemed to prejudice or derogate from the Lessor's rights in terms of this Lease;
- 10.2 This Lease constitutes the final Agreement between the Parties and no representation, warranties or statements attributed to the Lessor or any one purporting to act on its behalf will have any effect on the terms and conditions of this Lease;
- 10.3 Variations to this Agreement shall be reduced to writing and signed by the Lessor and Lessee;
- 10.4 Lessee hereby submits and consents to the jurisdiction of the Magistrate's Court of the Republic of Namibia, in respect of any action and/or proceeding arising out of the enforcement of any of the terms and conditions underlying this Lease;
- 10.5 Lessee shall pay all legal costs incurred, should the Lessor have to take any legal action against the Lessee, to enforce the Lessee's obligations in terms of this Lease Agreement. The legal costs shall be based on an attorney and own client scale.

#### 11. DUE CARE AND DILIGENCE OVER PROPERTY

- 11.1 The Lessee shall at all times and at his/her own costs exercise due care over the Leased Property;
- 11.2 The Lessee shall at its own costs:
  - 11.2.1 Ensure the Leased Property are used for wind resource and meteorological measurement purposes only;
  - 11.2.2 Ensure that the Leased Property site, measuring in total 1.5 hectares, is decently and properly fenced off;
- 11.3 The Lessor shall allow the Lessee to utilize his/her own lock for access to the Leased Property site via an agreed access gate with to Lessee's lock to be locked in marriage with the existing lock(s).

#### 12. GENERAL

- 12.1 It is agreed that no animals may be kept on the Property without the prior permission of the Lessor;
- 12.2 No wild animals should be disturbed or caught or hunted or killed;
- 12.3 No shrubs, bushes or trees may be removed without prior written permission, unless where the continued growth of the aforementioned would damage the Property, then removal shall be justified without consent;

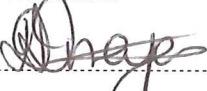
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13. SIGNATURES

Signed at: Nabas (61) on 5 March 2020

As Witnesses

1. 


2. 


  
Jacobus Petrus Swiegers  
LESSOR

Singed at: WINDHOEK on 10/03/2020 2020

As Witnesses

1. 

2. 

  
Kabenge S Haulofu  
(For and on behalf of the LESSEE)

Addendum



Figure 1: Wind Mast location with surrounding reference points.

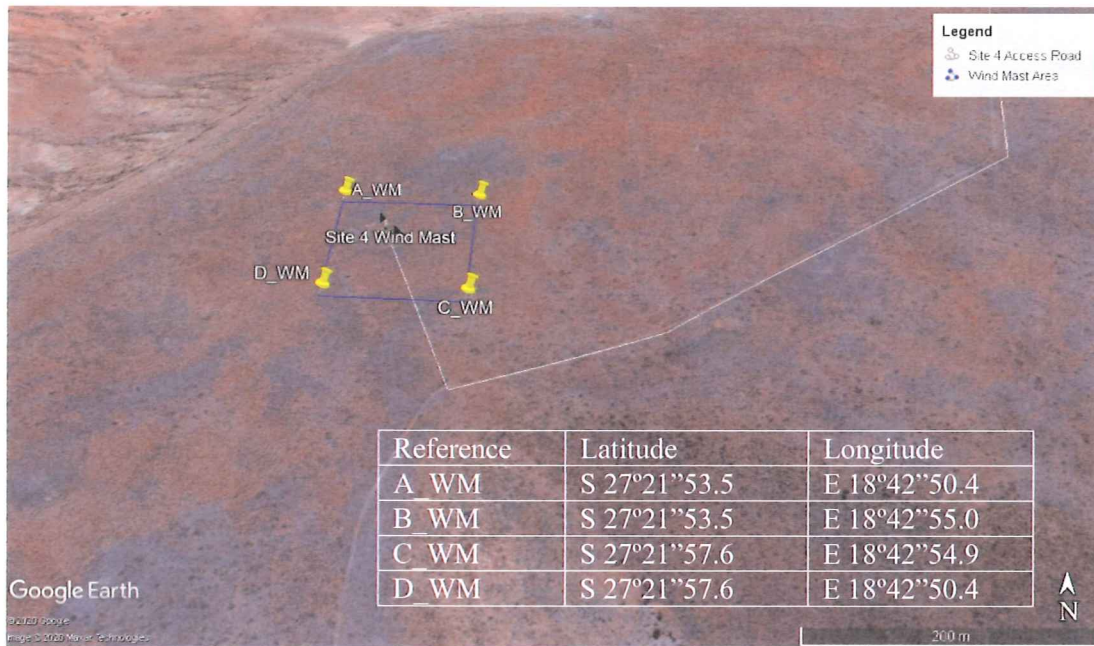
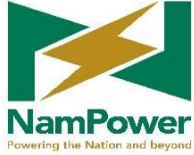


Figure 2: Wind Mast area to be leased with boundary coordinates.



# Landowner Permission Form



Landowner name: Mnr. J. P. Swiegers Contact number: 0812770448  
 Representative name: (same)  
 Farm name: Rishon FMT/00365

Contractor: NamPower  
 Representative name: Michael Chivala Contact number: +264 (81) 346 6938

### General Notice

This form is to be used prior to a contractor entering a landowner's property to commence any work related to the construction or maintenance of structures and servitudes.

The form must be completed by either the landowner or his / her legal representative on the property.

### Section A: Before activities commence

#### Activities to be undertaken on the property (completed by the contractor):

Use of water resources	<input type="checkbox"/>	Camping	<input type="checkbox"/>
Powerline erection	<input type="checkbox"/>	Bush clearing	<input type="checkbox"/>
Powerline refurbishment	<input type="checkbox"/>	Herbicide application	<input type="checkbox"/>
Trimming of vegetation	<input type="checkbox"/>	Access road usage	<input checked="" type="checkbox"/>
Drilling/excavation	<input checked="" type="checkbox"/>	Rehabilitation	<input type="checkbox"/>

#### Specific conditions to be met on the property (as stipulated by the landowner):

Road access and all other activities will be as agreed between the Land-owner and the Contractor.

#### Dates when access is needed:

From: TBC

To: TBC

#### Signatures (prior to entry)

Landowner/Representative

Contractor representative

5/3/20  
 Date

04 March 2020  
 Date

### Section B: Upon completion of work and prior to leaving the property

#### Remarks on compliance or misconduct (upon completion of activities):

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#### Issues still to be resolved upon completion of activities:

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**Signatures (upon completion)**

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Landowner/Representative

\_\_\_\_\_  
Contractor representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date