

10 October 2023

Eden Crematorium & Funeral Services (Pty) Ltd

P. O. Box 5082

Walvis Bay

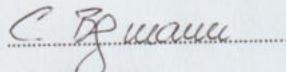
## TO WHOM IT MAY CONCERN

I hereby confirm as the owner (Mr. Claus Bergmann) of Erf 3235, Industrial Area, Walvis Bay do not have any objection or concerns for the operation of a crematorium and incineration on my premises.

If you have any queries, please do not hesitate to contact me should you require any further information.

I trust you find the above in order.

Yours sincerely



Claus Bergman

Owner

Cell: 081 124 1078

**MEMORANDUM OF AGREEMENT OF LEASE MADE, ENTERED INTO AND  
CONCLUDED BY AND BETWEEN:**

**CLAUS BERGMANN**

**PO Box 11112 Windhoek**

**Contact: 081 124 1078**

**Email: clausb@iway.na**

**Herein duly authorised thereto and represented by CLAUS BERGMANN ID  
55032200107 as owner of premises**

**(Hereinafter referred to as the "LESSOR")**

**AND**

**EDEN CREMATORIUM AND FUNERAL SERVICES (PTY) LTD**

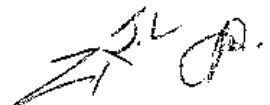
**Registration Number: 2016/0957**

**Herein duly authorised thereto and represented by JOHAN LOTTER, ID  
88050801087 as Director**

**(Hereinafter referred to as the "LESSEE")**

1. The Lessor hereby lets and the Lessee hereby hires certain premises, used for funeral service and related functions, situated at ERF 3235, Walvis Bay.

This lease period is for **3 (three)** years, starting from **1 December 2023** to **30 November 2026**, with the option to renew or until terminated sooner in terms of this agreement.



**2. RENTAL**

2.1 The rental payable by the Lessee in respect of the leased premises shall be as follows:

**1 December 2023 – 30 November 2024 N\$ 16 000 per month (Excluding VAT)**

Paid to bank account:

**FNB**

**Mr. C. Bergmann**

**Acc: 55500449878**

**Branch Code: 2871972**

3. Escalation will be 5 % per year as from **1 December 2024**

4. The Lessee shall have the right to renew this lease for a further period of three years from the expiration of the period referred to in the preceding subclause, at the rental state in clause 4, under the same terms as conditions contained in this lease.

4a. Notwithstanding clauses 2 and 3, either party may terminate this agreement by giving the other 90 (ninety) days written the notice.

4b. No deposit is payable or refundable according to this agreement.

5a. Rental payable of this agreement shall be paid by the Lessee to the Lessor monthly in advance in Namibian Currency on the first day of every month by Electronic Transfer.

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6. The Lessor warrants that the premises shall at the commencement of the lease and throughout the duration thereof, comply with all requirements of the Town Council, the Fire Department and all the other comment authorities requisite to enable the Lessee to conduct its business at the premises and obtain such trading and other licenses as it shall require for the purpose of its business.
7. The premises shall be used to conduct therein a branch of any business conducted by the Lessee and/or any of its holding companies and/or its subsidiaries and/or any of its associated companies from time to time.
8. The Lessor shall keep the outside of the premises, including the roof thereof, in good and substantial repair. The Lessee shall keep the inside if the premises in good and substantial repair. (Reasonable wear and tear excluded).
9. The Lessee shall not make any alterations in, or addition to the premises without the Lessor's written consent, which shall not unreasonably be withheld, save that the Lessee shall be entitled to install in the premises such partitions and fixtures and fittings as shall be reasonably necessary for connection with the business, conducted in the premises from time to time.
10. The Lessee shall be entitled to erect such neon and other signs and to do sign writing on the outside of the premises as it shall consider reasonably necessary for the purpose of its business.
11. The Lessee shall not be entitled to cede, assign this lease and/or sub-let said premises without the prior written consent of the landlord, which consent shall not reasonably be withheld.
12. The Lessor its duly authorized representative shall at all times be entitled to inspect the leased premises and the Lessor or its representative shall be entitled

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at any reasonable time to enter the leased premises for the purpose of affecting any necessary repairs, alterations or improvements thereto, provided that the conduct by the Lessee of said business not thereby be interfered with.

13. In the event of the premises being damaged by fire, flood, storms, earthquake, earth tremor, Acts of God, or the State's enemies or by riot or insurrection, the Lessor shall take the steps as soon as may be reasonably possible for the repairs thereof and the Lessee shall be entitled to an abatement of the rental during the time that the premises are under repair; the amount of such abatement to be mutually agreed upon or failed agreement, to be settled by arbitration.
14. In the event of the premises being destroyed by fire, flood, storms, earthquake, earth tremor, Acts of God, or the State's enemies or by riot or insurrection to such an extent as to render them entirely untenable then the Lessee shall have the right by notice in writing given within 1 (one) month after such destruction to terminate the lease, failing such termination, this lease continues to be in full force and effect, but the Lessee shall not be liable for payment of rent during the period that the premises are untenable. If the lease is not terminated as aforesaid, the reconstruction of the premises shall be carried out as expeditiously as may be reasonably possible.
15. The Lessor shall not be responsible for any damage done to the Lessee's stock, books, papers, fixtures and fittings or other assets by rain, wind, hail, lightning or fire, or by reasons of riot, strikes, the State's enemies or through any other cause of the like nature, except that in the event of any damage being caused to the said fixtures, fittings, stock, books of account or other assets of the Lessee due to the defect on the building or roof of the premises and in the event of the Lessor failing to remedy such defect within 21 (twenty one) days of being advised in writing of such defect by the Lessee, the Lessor shall be responsible for such future damage as may result therefrom.

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16. In the event of the Lessee failing to pay the rental due hereunder on the date thereof or should the Lessee commit to a break of any terms and conditions of their lease, the Lessor shall give written notice to the Lessee requiring it to pay the rental or remedy such other breach as the case may be, within a period of 21 (twenty one) days. Should the Lessee thereafter fail to pay the rental or commence to remedy such other breach as the case may be, within the period of 21 (twenty-one) days as stated and carry out the necessary remedial measures as expeditiously as may be reasonably possible, then the Lessor shall have the right to terminate this lease and to retake possession of the premises without prejudice to any claim which the Lessor may have to arrear rent and/or damages and the Lessor may proceed by way of a motion or otherwise in any competent Court to enforce the eviction.

17. All the notices which may have been given by the Lessor to the Lessee shall be deemed to have been effectively given if sent by pre-paid registered post addressed to the Lessor at **P.O. Box 1189, Windhoek**, at which address the Lessee chooses domicilium citandi et executandi for all purposes of this agreement and any notice which the Lessee may have to give the Lessor shall be deemed to be effectively given if sent by pre-paid post addressed to the Lessor.

18. The cost of and the incidental to the drafting and finalizing this agreement and attendance and consultation and correspondence in connection thereof. Including stamp duty payable, shall be borne by the Lessor and the Lessee in equal parts.

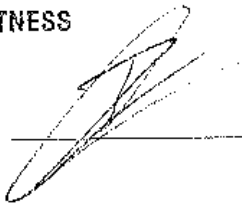
17. COST


The cost (i.e. the cost of drafting and stamping of this contract shall be payable by the Lessee.

21/5/20  
B.

Signed at WINDHOEK this 10<sup>th</sup> day of October 2023,  
in the presence of the undersigned witness:

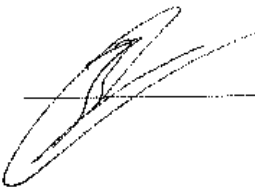
AS WITNESS

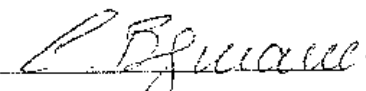
1.  \_\_\_\_\_

  
\_\_\_\_\_  
LESSEE

Signed at WINDHOEK this 10<sup>th</sup> day of October 2023,  
in the presence of the undersigned witness:

AS WITNESS

1.  \_\_\_\_\_

  
\_\_\_\_\_  
LESSOR