



REPUBLIC OF NAMIBIA

MINISTRY OF MINES AND ENERGY

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6 Aviation Road
Private Bag 13297
WINDHOEK

Enquiries: J. Morris
Ref. 11/9/5

28 February 2022

Mr. Gernot Bahr
Omuramba Roadhouse Service Station
P.O Box 1837
Windhoek

Dear Mr. Bahr

RE: LETTER OF INTENT TO DEVELOP AND OPERATE A SERVICE STATION AT THE INTERSECTION OF B1 HIGHWAY AND D2404, OTJIWARONGO DISTRICT

We hereby acknowledge receipt of your letter of intent and business plan dated the 7 September 2021 in relation to the above-subject matter.

The Ministry has assessed and evaluated your letter of intent and business plan for constructing a new fuel site in the Otjiwarongo district.

We request that you submit, for our approval, three (3) sets of approved technical drawings for the proposed site. We also request that you submit for our endorsement, the application for Environmental Clearance Certificate (ECC).

The viability of the site is valid for **six (6) calendar months** from the date of this letter. You are, therefore, advised to apply for a fuel retail license in accordance with the Petroleum Products and Energy Regulations, 2000 and the published fuel retail guidelines and requirements, within the validity period.

Kindly take note, that this letter does not guarantee that you will be issued with the fuel retail license necessary to operate the site.

Sincerely yours,

TOM K. ALWEENDO, MP
MINISTER

DEFINITIONS AND INTERPRETATION

The headings to the clauses and provisions of this Agreement are for reference purposes only and shall in no way govern or affect the interpretation of the provisions of this Agreement.

ELISABETH ANNA MAGDALENA HENTZEN

Unless inconsistent with the context, the words and expressions in this Agreement shall have the following meanings and interpretations unless the context requires otherwise:

and

"Agreement" means this Agreement, "Articles" means the articles of association and "Memorandum" means the memorandum of association of the Company.

OMURAMBA ROADHOUSE SERVICE STATION CLOSE CORPORATION

"Company" means the close corporation incorporated in terms of the Companies Act, 1973 (Act No. 71 of 1973) and registered in terms of the Companies Act, 1973 (Act No. 71 of 1973) in the name of Omuramba Roadhouse Service Station Close Corporation.

NOTARIAL LEASE AGREEMENT

"Premises" means the premises situated at the address mentioned in Clause 1.1 of this Agreement.

"Business" means the business conducted or to be conducted on the Premises and the Lease Agreement.

"Licence" means the licence granted to the Lessee in terms of the Lease Agreement.

"Licence Fee" means the fee payable to the Licensor in terms of the Licence Agreement.

"Lease" means the lease granted to the Lessee in terms of the Lease Agreement.

"Lessee" means the person or persons to whom the Lease is granted in terms of the Lease Agreement.

"Licensor" means, in relation to any address, including a street, in which the Premises are situated, the person or persons who, in terms of the Lease Agreement, grant the Lease to the Lessee in terms of the Lease Agreement.

"Lease Agreement" means the agreement in terms of which the Lease is granted.

F. M. H. B.

1. DEFINITIONS AND INTERPRETATION

- 1.1. The headings to the clauses and annexures to this Agreement are for reference purposes only and shall in no way govern or affect the interpretation of, nor modify or amplify the terms of this Agreement, nor any clause or annexure hereof.
- 1.2. Unless inconsistent with the context, the words and expressions set forth below, shall bear the following meanings and cognate expressions shall bear corresponding meanings.
 - 1.2.1. "**Agreement**", "**this Agreement**", "**herein**", "**hereto**" and "**hereof**" and "**hereunder**" may be used interchangeably and each means the notarial lease agreement contained in this document, including any annexures and schedules;
 - 1.2.2. "**Approvals**" means all and any authorisation from any governmental body or otherwise in terms of this Agreement for or related to, or which is a pre-condition for, the implementation of this Agreement;
 - 1.2.3. "**Attorneys**" means Ellis Shilengudwa Inc., 1st floor, 1@Steps, c/o Grove & Chasie Street, Kleine Kuppe, Windhoek, Namibia;
 - 1.2.4. "**Beneficial Occupation Date**" means, notwithstanding the Signature Date and the Effective Date, the date which is 3 (three) business days after the Effective Date;
 - 1.2.5. "**Business**" means the petroleum business to be carried on by the Lessee under the License and involving amongst others the selling of petroleum products, to be conducted from the Lease Premises;
 - 1.2.6. "**Conditions Precedent**" means the condition precedent provided for in 3 (*Conditions Precedent*);
 - 1.2.7. "**Effective Date**" means notwithstanding the Signature Date and the Beneficial Occupation Date, the date upon which the conditions precedent are fulfilled in accordance with 3 (*Conditions Precedent*);
 - 1.2.8. "**License**" means a license granted (or to be granted) to the Lessee under and in terms of the Petroleum Products Act;
 - 1.2.9. "**Encumber**" means, in relation to any asset (including a share), to encumber such asset in any way including by way of a pledge, a cession *in securitatem debiti*, a general notarial bond, a special notarial bond, a deed of hypothecation, a mortgage bond, a charge (whether fixed or floating) or to grant any other similar or analogous security interest of any nature whatever over such asset, and "**Encumbrance**" and "**Encumbering**" shall have a corresponding meaning;
 - 1.2.10. "**Labour Act**" means Labour Act 11 of 2007;

- 1.2.11. "Lease" means the lease of the Lease Premises as contained in this Agreement;
- 1.2.12. "Lease Period" means the period commencing on the Signature Date ("Lease Commencement Date") and terminating 9 (nine) years and 11 (eleven) months after the Lease Commencement Date;
- 1.2.13. "Lease Premises" means a portion of land measuring approximately 50 (fifty) hectares in extent, as per the provisional diagram annexed hereto, and situated on the following immovable property, namely:

CERTAIN:	Farm Wewelsburg No. 191
SITUATE:	in the Registration Division "D", Otjozondjupa Region
MEASURING	5078,3458 (five thousand and seventy-eight comma three four five eight) hectares
HELD BY	Deed of Transfer T 3253/2007;

- 1.2.14. "Lessee" means Omuramba Roadhouse Service Station CC, a close corporation, duly registered and incorporated as such in accordance with the applicable laws of Namibia, with registration number CC/2010/0039;
- 1.2.15. "Lessor" means Elisabeth Anna Magdalena Hentzen, Namibian citizen with identity number 301116 0021 9;
- 1.2.16. "Parties" means, collectively:
- 1.2.16.1. Lessor; and
- 1.2.16.2. Lessee,
- and "Party" means either of them;
- 1.2.17. "Petroleum Products Act" collectively means Petroleum Products and Energy Act 13 of 1990 and the regulations issued in terms thereof;
- 1.2.18. "Rent" has the meaning ascribed thereto in 6.1;
- 1.2.19. "Signature Date" means, subject to 25 (*Signature*), the date upon which this Agreement is signed by the Party signing same last in time, provided that all Parties to the Agreement have then signed and executed this Agreement in the presence of a notary public;
- 1.2.20. "Term" means the duration of the Lease being 9 (nine) years and 11 (eleven) months from Lease Commencement Date; and

1.2.21. “**VAT**” means Value Added Tax or any tax similar or equivalent to Value Added Tax imposed by or in accordance with the Value Added Tax Act 10 of 2000.

1.3. Any reference in this Agreement to –

1.3.1. “**affiliate**” means in relation to any person, a subsidiary of that person or a holding company of that person or any other subsidiary of the holding company;

1.3.2. “**assets**” means any one or more asset, whether moveable or immovable, corporeal or incorporeal and includes present and future properties, undertakings, revenues, rights and benefits of every description;

1.3.3. “**authorisation**” includes an approval, authorisation, consent, exemption, filing, licence, notarisisation, registration, waiver, opinion and resolution;

1.3.4. “**best endeavours**” in relation to an action or omission, means that Party shall do all such things as are or may be necessary or desirable so as to achieve that action or omission and, to the extent that the action or omission is frustrated, hindered or otherwise difficult to attain, each of the Parties shall consult and co-operate with each other and continue to take action so as to achieve that action or omission until each of the Parties agree that it is not reasonable to take the action or is reasonable to omit taking an action, provided that any actions or omissions required to be undertaken:

1.3.4.1. shall at all times be commercially reasonable as regards all Parties; and

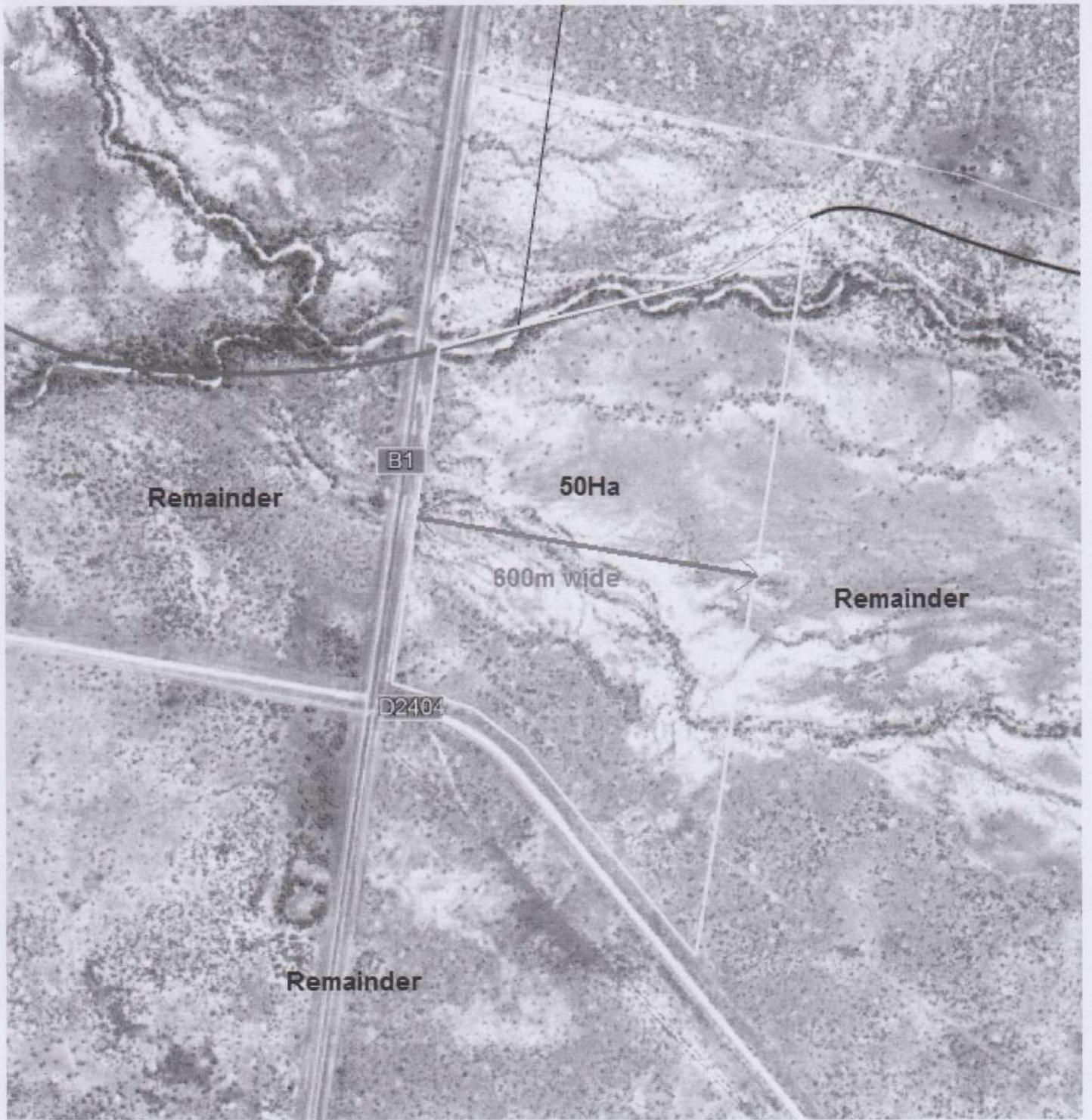
1.3.4.2. shall not be such as to result in a breach of fiduciary duty or contravention of any law;

1.3.5. “**business hours**” shall be construed as being the hours between 08h30 and 17h00 on any business day. Any reference to time shall be based upon Namibian Standard Time;

1.3.6. “**days**” shall be construed as calendar days unless qualified by the word “business”, in which instance a “**business day**” will be any day other than a Saturday, Sunday or a recognised public holiday in Namibia;

1.3.7. “**month**” means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that:

1.3.7.1. if the numerically corresponding day is not a business day, that period shall end on the next business day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding business day; and



Remainder

B1

50Ha

600m wide

Remainder

D2404

Remainder