

MEMORANDUM OF AGREEMENT FOR THE LEASE OF A BUSINESS PREMISES

Entered into between:

NAMZINC (PTY) LTD

PO Box 2003

Rosh Pinah

Namibia

Namibian company registration 216 8189 - 01 - 4

Represented by: Mr Wilbur H Julius

Tel no: 063 271 2391

Email: wjulius@vedantaresources.co.na

Nambian VAT registration: EPZ Certified

(hereinafter referred to as the Lessor)

AND

COLEMAN TRANSPORT (PTY) LTD

PO BOX 9659

EROS

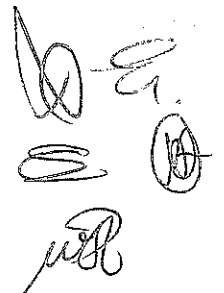
WINDHOEK

NAMIBIA

Tel: 084 000 9000

Fax: 084 000 9112

(hereinafter referred to as the LESSEE)



WHEREAS the LESSOR currently has an active rental agreement with the owner of a certain business premises;

AND WHEREAS the LESSEE is desirous of leasing the aforesaid business premises from the LESSOR;

AND WHEREAS the LESSOR has agreed to let the said business premises to the LESSEE.

NOW IT IS THEREFORE RECORDED THAT THE AGREEMENT REACHED BETWEEN THE PARTIES IS AS FOLLOWS:

1. LETTING AND HIRING

The LESSOR hereby lets to the LESSEE who hereby hires from the LESSOR the premises described hereunder on the terms and conditions set out hereunder.

2. THE PREMISES

The premises hereby let is described as:
Portion of Farm No 157, Luderitz.
Namibia

Square meters approximately 12060 m2 and 2700 m2

(hereinafter referred to as the PREMISES)


3. DURATION

The duration of this Agreement of Lease shall be for a period of 33 months commencing on 1 November 2020 and terminating on 30 July 2023. Either party may at any time terminate this lease by giving the other party 2 (two) calendar months written notice.

4. RENTAL AND ESCALATION

4.1 The rental payable during the period 1 November 2020 to 30 July 2021 shall be the sum of N\$ 68,921.13 per month (no VAT Applicable - EPZ Certified) for the premises and will escalate 8 % per annum and must be directly deposited in the LESSOR's bank account

Name of Accountholder:
First National Bank - Namibia
Branch Number: 289180
Account Number: 620 207 00292



4.2 The rental is payable monthly in advance on or before the 1st day of each and every calendar month, free from any deduction or bank exchange.

4.3 Payments of rentals received after the first day of the month (weekends and holidays excluded) in respect of which the rental is due, shall be subject to penalty fees at the current bank prime lending rates for the period until the rent is paid.

5. RENEWAL

The LESSEE shall have the option to renew this Agreement of Lease as from expiry of the period aforementioned, provided that the LESSEE gives the LESSOR 1 calendar month's written notice before expiration of this lease whereupon a new lease agreement will be negotiated.

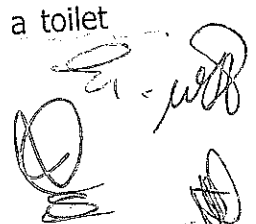
6. USE OF LEASED PREMISES

6.1 The LESSEE binds himself not to use any apparatus or carry on any process, nor keep any combustibles or hazardous goods on the premises which would in any way violate the common property's fire policy.

6.2 The LESSEE shall use the PREMISES for business only and shall not, without the consent of the LESSOR, first being obtained in writing, use the PREMISES for any other purpose.

6.3 The LESSOR does not warrant that the PREMISES are suitable for the LESSEE'S purposes or that they will be approved for such purposes by any local or other authority and if at any time it shall be a requirement of any lawful authority that any works or alterations be effected to the PREMISES for the purpose of the LESSEE'S business therein, the LESSEE shall at his own expense and with the LESSOR'S written consent, carry out such works or make such alterations. At the expiration of this Agreement, the LESSOR shall be entitled to require that the LESSEE restore the PREMISES to the condition that it was in at the commencement of this Agreement at the LESSEE'S own expense. If the LESSOR does not require the LESSEE to restore the PREMISES to its original state, the LESSEE shall not be entitled to any compensation for any improvements or alterations effected by it.

6.4 The LESSOR shall be responsible for the installation of a toilet and wash basin.



6.5 The LESSEE shall be entitled to affix fixtures and fittings to the interior of the PREMISES but the LESSEE shall be obliged to remove them and repair and make good any damage occasioned thereby if the LESSOR so requests, but in the event that the LESSOR agrees that the LESSEE shall not be entitled to any compensation from the LESSOR for such fixtures and fittings. The LESSEE may not make any alterations to the PREMISES without the prior written consent of the LESSOR

6.6 The LESSEE shall not contravene, or permit any contravention of any laws, regulations, proclamations or by-laws or any town-planning scheme or township or title deed condition applying to the PREMISES, nor shall the tenant do or permit anything to be done in the PREMISES which may constitute a nuisance or inconvenience to the occupiers of any adjoining premises.

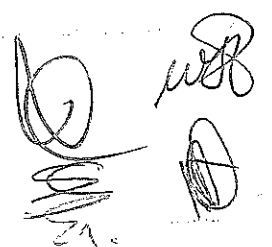
7. MAINTENANCE

8.1 The LESSEE acknowledges to have received the PREMISES, including any fixtures and fittings therein, in good order and condition. (Current defects listed as per addendum A, attached). The LESSEE shall maintain both the interior and the exterior of the PREMISES in the same good order and state of repair as it is on the date when possession of the PREMISES is given to the LESSEE. Upon expiration or earlier termination of this lease, the LESSEE shall deliver the PREMISES to the LESSOR in the same good order and condition, reasonable wear and tear only excepted.

8.2 The LESSOR shall for the duration of this Agreement keep the PREMISES in a structural sound condition but the LESSOR shall not be responsible for any damage caused by leakage.

8.3 The LESSEE shall forthwith notify the LESSOR of any damages to the PREMISES to enable the LESSOR to ensure that the party responsible for repairs effects such repairs without delay.

8.4 The LESSOR or his agent shall have the right to enter the PREMISES at any reasonable time for inspection or for any work in connection with the building or services supplied in respect thereof and shall be entitled to suspend any services and supplies for such purposes provided that such rights shall be exercised reasonably. The LESSEE shall not be entitled to claim for any remission of rental, damages or any other compensation in respect of any inconvenience or damage, which may be caused by virtue thereof.



9. RATES AND TAXES AND BODY CORPORATE LEVY

The LESSOR shall pay all government, municipal and other rates and taxes, which may be levied or assessed in respect of the PREMISES for any period, covered by the term of this lease.

10. LIABILITY FOR MUNICIPAL FEES

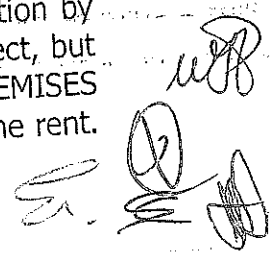
The LESSEE shall be liable for all charges in respect of the supply and use of electricity and water current, and including the basic charges of such services as well as refuse removal and street cleaning, and any and all other municipal charges except rates and taxes as specified under clause 8 of this agreement, in respect of the PREMISES. The LESSEE shall be entitled, with the written consent of the LESSOR, to have separate meters installed by any authority to which such charges are payable, failing which the landlord shall furnish the LESSEE from time to time with an account in respect of such charges, in which event the LESSEE hereby waives his right to dispute any account received from the LESSOR before the LESSEE has first paid the account on receipt from the LESSOR before the LESSEE has first paid the account on presentation thereof. If the LESSEE wishes to dispute the account, the LESSEE shall only be entitled to do so within 7 (seven) days after having paid the account and the onus shall be on the LESSEE to prove the amount, which the LESSEE alleges to be the correct amount. The LESSEE shall be obliged to furnish the LESSOR with proof that all such charges are fully paid up, whenever the LESSOR so demands.

11. INSURANCE

The LESSEE shall not do, or permit anything to be done, which may render any policy insuring the PREMISES against loss or damage, void or avoidable, or which may increase the rate or premium payable beyond the common or ordinary risk. In order to comply with the provisions of this clause, the LESSEE shall be entitled to inspect the relevant insurance policy of the LESSOR in respect of the PREMISES and it is recorded that the conditions of such policy shall be the conditions governing the obligations of the LESSEE in terms of this clause.

12. DESTRUCTION OF PREMISES

In the event of the total and/or partial destruction of the PREMISES or any portion thereof, the LESSOR shall have the right forthwith and without notice to terminate this lease, but failing such termination by the LESSOR, the lease shall continue to be of full force and effect, but the LESSEE shall be entitled, during the period which the PREMISES shall be unfit for occupation, to a proportionate abatement of the rent.



In such event neither party shall have any other claim for compensation against the other, unless such destruction be due to the willful default or neglect of the LESSEE.

13. DAMAGE TO PROPERTY OF LESSEE AS A RESULT OF DESTRUCTION OF THE PREMISES

The LESSOR shall not be responsible or liable for any damages suffered by the LESSEE as a result of the total or partial destruction, or damage to, or loss of the LESSEE'S property as a result of fire, wind, hail, rain, storm, flood, lightning or by reason of riot, strikes, insurrection, civil commission, enemies of the state, an act of God or for any other cause of a like nature, or as a result of any other cause for the total or partial destruction of the PREMISES.

- a. All goods, property and effects of whatsoever nature which may at any time be in or on the PREMISES shall at all times be at the sole risk of the LESSEE, and the LESSOR shall not be liable for any loss or damages thereto due to any cause whatsoever.

14. SIGNS AND SIGNWRITING

All signs or sign writing on any portion of the PREMISES shall require the prior written consent of the LESSOR. The LESSEE shall at its own expense remove such signs and sign writing upon expiration of this Lease Agreement and make good any damage caused thereby.

15. SUB-LETTING AND ASSIGNMENT

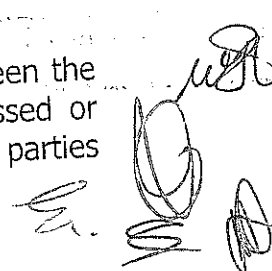
The LESSEE shall not, without first having obtained the prior written consent of the LESSOR, sub-let the PREMISES or any portion thereof, or cede, assign or make over any of the LESSEE'S rights under this lease, or permit any other person to occupy any part of the PREMISES whether gratuitously or otherwise.

17. VARIATIONS

No variation or consensual cancellation of this Agreement shall be binding on the parties, unless reduced to writing and signed by both parties.

18. WHOLE AGREEMENT, RELAXATION OF RIGHTS AND APPROPRIATION OF AMOUNTS

- a. This document constitutes the entire Agreement reached between the parties and no warranties or representations, whether expressed or implied, which are not stated herein, shall be binding on the parties

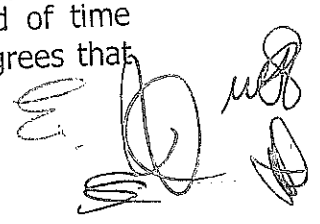


and no Agreement at variance with, or which varies the terms and conditions of this lease, shall be binding on the parties unless reduced to writing and signed by both parties.

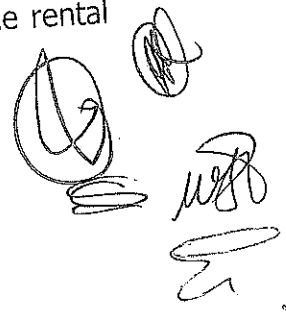
- b. No relaxation or indulgence which the LESSOR may show to the LESSEE shall in any way prejudice the LESSOR'S rights hereunder and in particular no acceptance by the LESSOR of rent after the due date shall preclude or stop the LESSOR from exercising any rights enjoyed by him hereunder by reason of any subsequent payments not being made strictly on due date. The receipt by the LESSOR or its agent of any rent or other payment shall in no way prejudice the LESSOR'S other rights in terms of this Agreement or operate as a waiver, a rescission or abandonment of any cancellation or right of cancellation effected or acquired prior to such receipt.
- c. The LESSOR shall be entitled in its sole and absolute discretion to appropriate any amounts received from the LESSEE towards the payment of any cause of debt or amount owing by the LESSEE to the LESSOR in terms of this Agreement.

19. PAYMENT OF RENTAL PENDING THE RESOLUTION OF A DISPUTE BETWEEN THE PARTIES

- a. If there is a dispute between the LESSOR and the LESSEE as to whether the LESSOR has unreasonably withheld its consent or approval in any case where this lease may in any way whatsoever require any form of consent or approval by the LESSOR, the onus shall be on the LESSEE to prove that the LESSOR was not entitled to withhold his consent or approval or that the LESSOR has withheld his consent or approval unreasonably.
- b. In the case of any dispute between the parties whether or not the LESSOR was entitled to cancel this Agreement as a result of the breach by the LESSEE of any of the terms of this Agreement, then once the LESSOR has proved the alleged breach, the LESSEE shall have the onus to prove that the LESSOR was not entitled to cancel this Agreement as a result of his breach of contract, provided however that all terms of this Agreement would be deemed to entitle the LESSOR to cancel this Agreement as a result of any breach thereof.
- c. For as long as any dispute between the LESSOR and the LESSEE remains unsolved, and until such time as a final judgment to determine the dispute between the parties is obtained, the LESSEE shall be liable to continue to pay all amounts due in terms of this Lease Agreement to the LESSOR and in the event of the dispute being resolved in the favour of the LESSOR, the LESSOR in part payment of whatever damages the LESSOR may have suffered during the period of time which it took to resolve the dispute. The LESSEE hereby agrees that



the minimum liquidated amount of damages which the LESSOR would have suffered during the time it took to resolve any dispute regarding the LESSOR'S right to cancel this Agreement, while the LESSEE remains in occupation of the PREMISES, will be an amount equal to the rental which would have been payable during such period.

Handwritten initials and signatures in the top right corner. There are several scribbles and what appears to be a signature, possibly 'WBO'.

20. BREACH OF AGREEMENT

a. Should the LESSEE fail to pay the rental or any other amount due in terms of this lease on its due date, or if the LESSEE becomes insolvent or assigns his estate for the benefit of his creditors, or if a civil Judgment is granted against the LESSEE in any competent Court and the LESSEE fails to pay such Judgment within a period of 7 (seven) days of such Judgment being granted against the LESSEE and furnish the LESSOR with proof that the Judgment debt has been paid in full, the LESSOR shall be entitled to terminate this Agreement forthwith by written notice to the LESSEE and enter upon and take possession of the LEASED PREMISES, or, in the LESSOR'S sole discretion, to declare the LESSEE to be a tenant at will in which case the LESSOR shall at any time thereafter be entitled to terminate this Lease Agreement on one calendar month's written notice to the LESSEE.

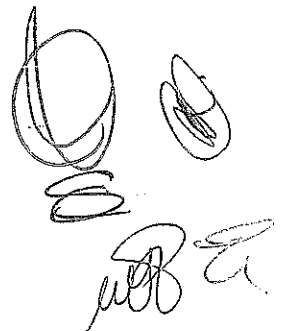
20.2 Should either parties breach by any of the other terms of this Agreement, and remain in default for more than (7) days after having received written notice from the affected party to remedy such breach, whether or not such breach goes to the root of the contract, the affected party shall be entitled to cancel this Agreement forthwith one calendar month's written notice to the affected party.

20.3 The LESSOR shall furthermore be entitled to claim whatever damages he has suffered as a result of the LESSEE'S breach of contract, and to exercise whatever other rights he may have in terms of this Agreement or the common law.

21. DOMICILIUM

21.1 The LESSOR chooses domicilium citandi et executandi for all purposes at the PREMISES hereby let or at PO Box 6837, Windhoek.

21.2 The LESSEE chooses domicilium citandi et executandi for all purposes at the PREMISES hereby let or at PO Box 2003, Rosh Pinah.

Handwritten signatures and initials in black ink, including a large stylized signature and several smaller initials.

22. ALTERATIONS TO THE PREMISES

All alterations must be approved by the Lessor in writing and the parties will agree as to payment of these alterations. Should the Lessee be responsible for payment of the alterations the Lessee may decide to remove these alterations on expiry of the lease but then the said property must be repaired to its original state

THUS DONE and SIGNED at Rosh Pinah on this 30 day of October in the year 2020 in the presence of the undersigned witnesses:

AS WITNESS:

1. [Signature]
2. _____

[Signature]
LESSOR

THUS DONE and SIGNED at Rosh Pinah on this 30 day of Oct 2020 in the year 2020, in the presence of the undersigned witnesses:

AS WITNESS:

1. [Signature]
2. [Signature]

[Signature]
LESSEE