

GRANT OF A RIGHT TO CONCLUDE A LEASE AND/OR SERVITUDE AGREEMENT:

DATED: 26/01/2022

INNOSUN ENERGY HOLDING (PROPRIETARY) LIMITED (Registration No. 2012/0550) of 2 Schützen Street, P.O. Box 27527 Klein Windhoek, Windhoek, Namibia (**"the Tenant"**) conducts business as a **renewable energy generator. The Tenant develops, finances, builds, operates and maintains commercial wind and solar powered generation facilities.**

!OE-#GAN TRADITIONAL AUTHORITY, of P.O. BOX 21164, Windhoek (**"the Custodian"**) owns certain immovable rights on land known as **"!Oe-#Gan Traditional Authority"** in the **Erongo** region (**"the Property"**), at which the Tenant wishes to operate a Solar Park by installing solar panels on a portion of **one hundred and fifty hectares** (150 ha) at the Property illustrated on Annexure "B" attached hereto (**"the Site(s)"**) (the more precise location and surface area of the Site(s) to be identified by the Tenant in consultation with the Custodian upon the undertaking of further surveys and investigations at the Property).

To give effect to the foregoing, the Tenant wishes to lease the Site(s) on the Property and the incidental use of the Property from the Custodian and the Custodian is willing to grant such rights to the Tenant.

The Custodian has agreed to grant to the Tenant the right (**"the Right"**) to conclude a lease and/or servitude agreement with the Custodian in respect of the Site(s), enabling the Tenant **to obtain the necessary consents**, on the following terms:

1. the Right shall be valid for a period of 5 years as from the date hereof (**"the Option Period"**) and is exercisable or terminable by the Tenant giving the Custodian written notice to such effect within the Option Period (provided that, to the extent required in law, the statutory approvals referred to in clause 3 have been granted) and failing the granting of the statutory approvals, shall lapse;

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2. on exercise of the Right, a binding agreement of lease and/or servitude (at the Tenant's election) shall arise between the Custodian and the Tenant in respect of the Site on the terms contained at Annexure "A" hereto ("**the Lease**");
3. forthwith during the Option Period and to the extent required by law, the Tenant shall, at its own cost, make such application(s) to the local authority or such other relevant authority/ies for such consents or approvals as may be required for the implementation hereof (including the registration of the Lease and/or the registration of servitudes over the Site ("**the Registration(s)**") ("**the Statutory Approvals**");
4. subject to reasonable prior notice, the Custodian shall allow the Tenant and its representatives reasonable access to the Property during the Option Period, *inter alia*, for the purposes of the Tenant identifying and carrying out assessments in respect of the Site(s);
5. each of the parties chooses *domicilium citandi et executandi* ("**domicilium**") for the purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purposes arising from these terms at their respective addresses set forth herein;
6. no extension of time or indulgence granted by either party to the other shall be deemed in any way to affect, prejudice or derogate from the rights of such party in any respect hereunder, nor shall it in any way be regarded as a waiver of any rights hereunder, or a novation hereof;
7. the parties respectively shall cause all resolutions to be passed and undertake to sign all such other documents and do such other things as shall be necessary or requisite to give proper and due effect to the terms hereof, or any matter arising therefrom, according to its intent and purpose;
8. this document shall be construed and governed in accordance with the laws of the Republic of Namibia and the parties submit to the non-exclusive jurisdiction of the High Court of Namibia;




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9. the terms hereof form the sole contractual relationship between the parties in relation to the matters canvassed in the preamble hereto and no variation hereof shall affect the terms hereof unless such a variation shall be reduced to writing under the hands of the parties hereto; and
10. the invalidity, illegality or unenforceability of any provisions of this document shall not affect the continuation in force of the remainder of this document.




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Signed by the parties and witnessed on the following dates and at the following places respectively:

**For: INNOSUN ENERGY HOLDING
(PROPRIETARY) LIMITED
(warranting he is authorised
thereto)**

Sign: 
Print
Name: Andeline Usuta Imbili
Date: 11 March 2022
Place: Windhoek
Witness: 
Witness: 

**For: IOE-#GAN TRADITIONAL
AUTHORITY (warranting he is
authorised thereto)**

Sign: 
Print
Name: Chief Immanuel N. Gaseb
Date: 11 March 2022
Place: Windhoek
Witness: 
Witness: 



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