



REPUBLIC OF NAMIBIA

HEAD CONCESSION AGREEMENT

Between The

**The Government of the Republic of Namibia Acting Through The Ministry of
Environment & Tourism Herein Represented By The Hon. Netumbo Nandi-
Ndaitwah In Her Capacity As Minister
(The Concessor)**

And

**NAMAB (Pty) Ltd, Herein represented by Mr. Rudolf Dausab in his capacity as
Director and duly authorized to do so by the Association
(The Concessionaire)**

IN THE WITNESS WHEREOF, the undersigned representatives, being duly authorised thereto by their respective institution, have signed this contract in Duplicate in English.

THUS DONE AND SIGNED AT WINDHOEK ON THIS 15th DAY OF July 2009.

FOR AND ON BEHALF OF THE CONCESSOR

WITNESS

- 1. [Signature]
- 2. [Signature]

[Signature] X

THUS DONE AND SIGNED AT Windhoek ON THIS 15th DAY OF July 2009.

FOR AND ON BEHALF OF THE CONCESSIONAIRE

WITNESS

- 1. [Signature]
- 2. [Signature]

[Signature]

[Signature]
N/N/N

Assets	constructed by the Concessionaire during the Concession Period or, if the context is appropriate, any one of them;
“Operational Period”	the period following the Construction Phase during which the Concessionaire utilises the Concession Assets for the purpose of exercising its concession rights;
“Operation, Management and Maintenance” or “Operate, Manage and Maintain”	all activities necessary for the operation, management and maintenance of the Concession Assets and the parts of the land utilised by the Concessionaire in accordance with this Head Concession Contract;
“the Park”	Namib Naukluft Park;
“Park Manager”	the manager of the Park appointed by the Ministry;
“Party”	the Ministry or the Concessionaire, as the case may be;
“Parties”	collectively, the Ministry and the Concessionaire;
“Person”	any individual, partnership, conservancy, corporation, company, business organisation trust, governmental agency, parastatal, Relevant Ministry or other entity;
“Project”	the design, construction, rehabilitation, repair, commissioning, financing, Operation, Management and Maintenance of the Concession Assets within the Park and the provision of accommodation and related services for visitors to the Concessionaire’s operation under the terms of this Head Concession Contract;
“Regulations”	regulations issued in terms of the Act;
“Regulatory Provisions”	(a) the Environmental and Development Guidelines set forth in Annexure 2; and (b) collectively the prevailing laws, regulations, ordinances, policy directives and standards of the State and any Relevant Ministry which in any way affect or apply to the Project and/or the activities of the Concessionaire and/or this Head Concession Contract from time to time or, if the context is appropriate, any one of them and where appropriate includes the Park Regulations, Park Rules and the Park Management Plan;
“Relevant Ministry”	any ministry, department, provincial or local agency, Ministry or body of the State and any other public Ministry, body, entity or Person having jurisdiction under the laws of the State with respect to the Concessionaire or the Project;



 N.N.W.

- 2.1.6 Any process conducted by the Concessionaire to find, determine and appoint the most appropriate third party to perform all or part of the Concessionaire's obligations in terms of this Concession Contract, shall be subject to the Ministry's scrutiny and prior written approval, and if the Ministry deems necessary, also subject to the Ministry's active involvement in such process.
- 2.1.7 In the event that the Concessionaire is a community based organisation such as, but not limited to, a Communal Conservancy, a Community Forest, a Trust, an Association, or any other similar body recognised by the Ministry, the Concessionaire shall manage this project in accordance with its Constitution or its constituting document irrespective of whichever name such document is known by, which contains the rules with regard to the rights and obligations of the members and of the management the Concessionaire.
- 2.1.8 Any failure by the Concessionaire to comply with its constitution in the management of the project shall amount to a material breach of this Head Concession Contract, entitling the Ministry to invoke the provisions of the suspension clause 11 and /or the termination clause 12.

2.2 Exclusive Grant of Concession Rights

- 2.2.1 Subject to the terms of this Head Concession Contract, the Concession Rights are granted to the Concessionaire from the Effective Date of this Head Concession Contract for the area as defined in Annex 1, until the termination or expiry of this Head Concession Contract in accordance with the terms of this Head Concession Contract.
- 2.2.2 Subject to the provisions of this Head Concession Contract, the Ministry grants to the Concessionaire the right during the Concession Period to:
 - 2.2.2.1 operate in the Park as defined by the Concession Rights and finance, design, construct, Operate, Manage and Maintain the Concession Assets;
 - 2.2.2.2 generate, charge and collect revenues from its operation and management of the Concession Assets during the Concession Period; and
 - 2.2.2.3 use the Park as defined by the Concession Rights contained in Annex 1 for the purposes of the Project.
- 2.2.3 The Concessionaire shall furthermore be entitled to the exclusive rights of traverse for tourism purposes over the designated parts of the Park, as outlined in Annexure 1.
- 2.2.4 The Ministry reserves the right to grant third parties access to all parts of the Park for the purposes of obtaining access to other Concessions, prospecting sites and mining areas or to conduct research approved by the Ministry or for other purposes deemed justifiable by the Ministry.

Handwritten signatures and initials, including the name 'N.N.N.' written in the center of the signature block.