MEMORANDUM

OF

AGREEMENT OF LEASE

Between

EDIE SEBULON KOTZE

And

NAMPOWER

Nawya

Memorandum of Agreement of Lease

Made and entered into by and between

NAMIBIA POWER CORPORATION (PROPRIETARY) LIMITED, a company incorporated in terms of the Laws of Namibia (Registration Number: 2051) and having its registered office at NamPower Centre, 15 Luther Street, Windhoek, Namibia (hereinafter referred to as "NamPower", which expression where the context so admits shall be deemed to include the successors and permitted assigns of NamPower), herein duly represented by Kahenge Simson Haulofu in his capacity as the Managing Director and duly authorized thereto.

(Hereinafter referred to as "Lessee")

And

Edie Sebulon Kotze, a male South African, with Identity No. 4701295038086, herein acting in his personal capacity and owner of the property Portion 1 of Farm Sud Witzputz No. 31, Karas Region , Namibia, and residing at Erf 597 Kotze Street Port Nolloth, South Africa, P.O. Box 505 Port Nolloth, South Africa, email sybiekotze.bmw@gmail.com , Tel +27 824672038, (hereinafter referred to as "The Lessor")

(Jointly referred to as "the Parties", and singularly as "the Party")

KSH

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1. **PROPERTY**

The Lessor lets to the Lessee who hires the following property ("the Property") measuring 1.5 hectares situated on Portion 1 of Farm Sud Witputz N0. 31, Karas Region, Namibia.

2. **PERIOD OF LEASE**

Notwithstanding the date on which this agreement is signed, it shall be deemed to have commenced 1 December 2019 and terminating 30 November 2022 (3 years) unless renewed as per paragraph 3.

3. **OPTION**

The Lessee has the option to renew the lease for a further period to be agreed upon by the parties reckoned from the date of termination provided that notice to the Lessor of the Lessee's intention to exercise this option is given in writing at least three months (3) calendar months before the date of termination.

4. **RENT**

4.1 The rent shall be N$1700.00 (one thousand seven hundred Namibia dollars) per month subjected to an annual escalation of 5% (five percent) or the equivalent of N$64,311.00 (sixty four thousand three hundred and eleven Namibia dollars) payable once off in advance upon signature of this agreement, without any deduction whatever.

4.4 All charges that may arise as a result of the lease in respect of the leased portion of land shall be for the Lessee's account not the Lessor.

5. **INSTALLATIONS**

The Lessee shall be entitled to install a wind measurement mast and any other structures necessary to support operation of the wind mast and shall, on the termination of this lease, remove them and repair and make good any damage occasioned thereby or by agreement with the Lessor to leave them, in which case it shall not be entitled to any compensation from the Lessor.

The Lessee shall be entitled to utilize a mobile measurement unit (Lidar system) within a 10km radius of the wind measurement mast which may be relocated from time to time as may be required with the consent of the Lessor.

Access to the Property may be required from time to time by Consultants appointed by the Lessee, in order to access measurement data, perform maintenance, or to perform environmental impact assessments.

KSH

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6. **SUBLETTING AND ASSIGNMENT**

The Lessee shall not, without the prior written consent of the Lessor, sublet the Property or any part thereof, cede or assign any of its rights under this lease, or permit any other person to occupy any part of the Property whether gratuitously or otherwise, which consent shall not unreasonably be withheld.

7. **NON-LIABILITY OF LESSOR**

7.1 The Lessor shall further not be held liable for damages, personal injuries or damages to property (including any consequential damage) that may be sustained by the Lessee as a result of the above mentioned and/or other cause whatsoever;

7.2 All goods, property and effects of whatsoever nature which may at any time be in or on the Property, shall be at the sole risk of the Lessee, and the Lessor shall not be liable for any loss or damage thereto from any cause whatsoever.

8. **BREACH OF LEASE**

Should the Lessee:

8.1 Fail to pay the rental or any amount due in terms of this Lease;

8.2 Breach any of the other terms or conditions of this Lease, the Lessor shall be entitled:

8.2.1 to cancel this Lease agreement, by serving the Lessee with written termination notice effective immediately;

8.2.2 to a payment equal to the monthly rent of not less than three (3) months by the Lessee effective immediately without delay into the bank account of the Lessor;

9. **DOMICILIA AND NOTICES**

9.1 The Lessor chooses domicilium citandi et executandi for all purposes hereunder at Erf 597 Kotze Street, P.O.Box 505,Port Nolloth, South Africa

9.2 The Lessee chooses domicilium citandi et executandi for all purposes hereunder at NamPower Centre, 15 Luther Street, P.O.Box 2864, Windhoek, Namibia;

9.3 Any notice to be given in terms of this Lease by the Parties, shall be so done in writing and sent by prepaid registered post or and fax and shall be deemed received after 5 working days.

10. **GENERAL PROVISIONS**

10.1 Any indulgence, which may be granted by the Lessor to the Lessee, shall not be deemed to prejudice or derogate from the Lessor's rights in terms of this Lease;

10.2 This Lease constitutes the final agreement between the Parties and no representation, warranties or statements attributed to the Lessor or any one purporting to act on its behalf will have any effect on the terms and conditions of this Lease;

10.3 Variations to this agreement shall be reduced to writing and signed by the Lessor and Lessee;

10.4 Lessee hereby submits and consents to the jurisdiction of the Magistrate's Court of the Republic of Namibia, in respect of any action and/or proceeding arising out of the enforcement of any of the terms and conditions underlying this Lease;

11. DUE CARE AND DILIGENCE OVER PROPERTY

11.1 The Lessee shall at all times and at his own costs exercise due care over the Leased Property;

11.2 The Lessee shall at its own costs:

11.2.1 Ensure the Leased Property are used for wind resource and meteorological measurement purposes only;

11.3 The Lessor shall allow the Lessee to utilize his/her own lock for access to site via an agreed access gate with Lessee's lock to be locked in marriage with the existing lock(s).

12. GENERAL

12.1 It is agreed that no animals may be kept on the premises without the prior permission of the Lessor;

12.2 No wild animals should be disturbed or caught;

12.3 No shrubs, bushes or trees may be removed without permission, unless where the continued growth of the aforementioned would damage the Property, then removal shall be justified without consent;

13. SIGNATURES

Signed at: HENTIES BAY on 14 NOVEMBER 2019

As Witnesses

KSH

1. .....

2. .....

.....
Edie Sebulon Kotze
LESSOR

Singed at: WINDHOEK on 18 November 2019

As Witnesses

1. .....

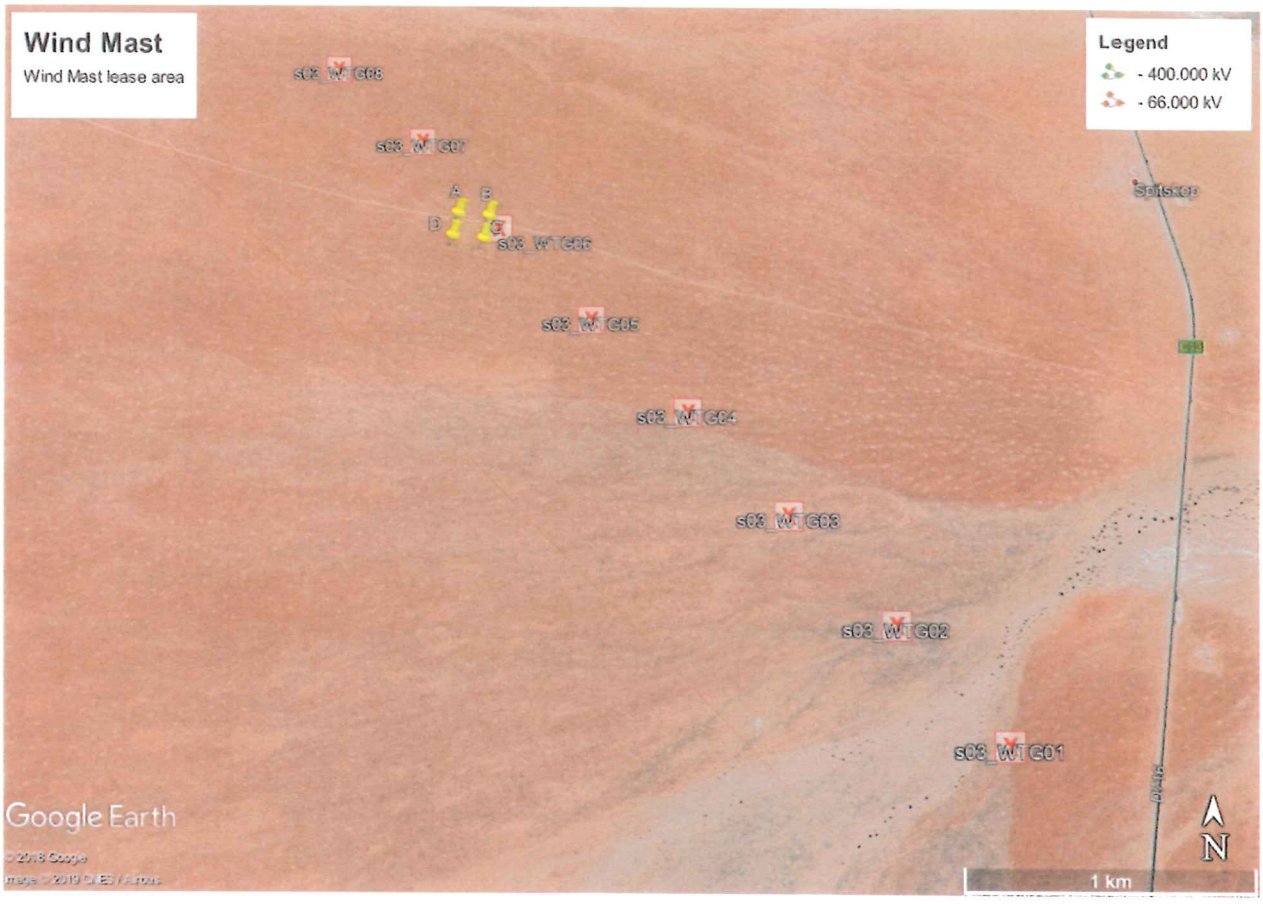
2. .....

.....
Kalenge S Haulofu
(For and on behalf of the LESSEE)

Appendix A

Approximate coordinates in WGS84:

A	27°40'24.61"S	16°40'28.77"E
B	27°40'25.12"S	16°40'33.58"E
C	27°40'28.69"S	16°40'32.94"E
D	27°40'28.11"S	16°40'28.09"E



NAMIBIA CIVIL AVIATION AUTHORITY

Private Bag 12003 Windhoek Namibia | (Tel) +264 83 235 2100 | (Web) http://www.ncaa.com.na

NCAA: AGA: 194

6 November 2019

Namibia Power Corporation
PO Box 2864
Windhoek

Dear Mr. Haulofu

Subject: Application for Erection of Permanent Structure within the Vicinity of the Skorpion Mine (Rosh Pinah) Aerodrome – Karas Region

I refer to your application for the erection of the **Steel Lattice Structure**, at **Skorpion Zinc Aerodrome**.

I wish to inform that the review of the information provided in your application concluded that the proposed structure at the proposed location **S 27°40'26.34", E 16°40'35.65"** does not infringe on the Obstacles Limitations Surfaces for **Skorpion Zinc Aerodrome**.

Pursuant to NAMCARS 139.01.34, the Namibia Civil Aviation Authority has no objections to the erection of the **Steel Lattice Structure** at **S 27°40'26.34", E 16°40'35.65"** near **Skorpion Zinc Aerodrome**.

Please provide us with the following information **21 days** prior to the commencement of the installation works:

1) Date of commencement and duration of the installation works;
2) Type of equipment(s) to be utilized for the installation and total height(s);
3) Names and contact details of the final owner/manager of the structure(s)

Finally, the Namibia Civil Aviation Authority reserves the authority to initiate the removal of any obstruction in the vicinity of an aerodrome where it is in the interest of aviation safety (NAMCARs 139.01.34).

Your Cooperation is highly appreciated.

Yours Sincerely

NAMIBIA CIVIL AVIATION AUTHORITY
NCAA
11 NOV 2019
PRIVATE BAG 12003
ADS'PANNEPLATZ
WINDHOEK
OFFICE OF THE EXECUTIVE DIRECTOR

.....

Mr. Reinhard Gärtner
Interim Executive Director of Civil Aviation

Board Members: Mr. Kosmas Egumbo (Chairperson), Ms. Matilda Jankie, Ms. Emma Kantema-Gaomas, Mr. Reinhard Gärtner (Interim Executive Director)
Alternates: Mr Ignatius Thudinyane, Ms Unomuinjo Katjipuka, Ms Uanjengua Katjiuanjo