

Prof. Kenneth K. Matengu  
Vice Chancellor  
University of Namibia  
Private Bag 13301  
Windhoek

24 June 2024

Dear Prof. Matengu,

**RE: COMMENCEMENT OF CONSTRUCTION ACTIVITIES ON LAND LEASED FROM UNAM**

The NCRST herewith extends our greetings and gratitude for the good cooperation between our institutions.


The NCRST concluded an agreement with the University of Namibia in 2015 to lease land for a 99-year period and this agreement is eligible for renewal after the initial 99-year period. The planned capital project was put on hold in 2016 due to budgetary constraints.

I am pleased to inform you that the NCRST has received a budgetary allocation for 2024/2025 and provision was made in the Medium-Term Framework (MTEF) to resume the construction of a National Biotechnology Testing Laboratory which will form the first phase of an Innovation Valley. The first activities on the land will commence soon.

I am herewith seeking an audience with you to discuss the intended plans and possible collaboration as well as review the provisions of the agreement. The meeting can take place at a convenient date and time during the month of July at the University of Namibia.

I look forward to continuing our fruitful collaboration. My Executive Assistant, Ms Sherlin Francis, can be contacted at [sfrancis@ncrst.na](mailto:sfrancis@ncrst.na) to determine our mutual availability.

Yours sincerely,

  
Prof. Dr. Anicia Peters  
Chief Executive Officer



National Commission on Research Science & Technology  
24 JUN 2024  
P / Bag 13253  
Windhoek, Namibia  
CEO Office

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Prof. Kenneth Matengu  
University of Namibia (UNAM)  
Private Bag 13301  
Windhoek  
Namibia

5 July 2024

Dear Prof. Matengu

**RE: CONFIRMATION OF LAND LEASE AGREEMENT**

The National Commission on Research, Science and Technology (NCRST) herewith expresses its gratitude for the meeting this morning, 5 July 2024 at 08h00, to discuss and review the lease agreement. We appreciate the excellent cooperation with the University.

We are pleased that the University of Namibia (UNAM) reaffirmed its intent to continue with the leasing of the land. Furthermore, we are equally pleased with the support and collaboration with the relevant technical teams.

Our technical team will liaise with UNAM's technical team as discussed, this morning.

Yours Sincerely



**Prof. Dr. Anicia Peters**  
P/Bag 13253  
Windhoek, Namibia  
CEO Office

Chief Executive Officer

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Prof Dr. Kenneth Matengu  
Vice Chancellor  
University of Namibia  
Private Bag 13301  
Windhoek

16 September 2024

Dear Prof. Matengu

**RE: COMMENCEMENT OF CONSTRUCTION ACTIVITIES ON LAND LEASED FROM UNAM**

We make reference to the letter dated 24 June 2024 and subsequent consultation meeting with you on 09 July 2024 regarding the agreement that the NCRST and UNAM concluded in 2015 to lease land for 99-year period.

I am pleased to inform you that the NCRST has concluded the procurement process for the fencing work of a National Biotechnology Testing Laboratory. As such, we intend to do a site handover on 24 September 2024. With this, we request the presence of a representative from UNAM to witness the site handover to the contractor. The Contractor will also require access to the essential services (i.e. road, water and electricity) at their own cost.

We look forward to continuing good cooperation between our institutions.

Yours sincerely



Prof. Dr. Anicia Peters  
Chief Executive Officer



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## NOTARIAL DEED OF LEASE

Protocol no.

BE IT HEREBY MADE KNOWN:

That on this the                      day of                      before me,

**JACOB SCHALK STEYN**

A Notary Public, duly sworn and admitted, residing and practicing at WINDHOEK, personally came and appeared-

**BURNÉDINE VAN DER MERWE**

she being duly authorised by Powers of Attorney granted to her by:

LH 10V  
E.M. DB



**1. THE UNIVERSITY OF NAMIBIA**

**[Established in terms of Act No. 22 of 1992 (as amended)]**

herein represented by **LAZARUS HANGULA** in his capacity as Vice-Chancellor, duly authorized thereto

(hereinafter referred to as "the Lessor")

by virtue of Special Power of Attorney granted to her at WINDHOEK on this day of \_\_\_\_\_ ;

AND

**2. NATIONAL COMMISSION FOR RESEARCH, SCIENCE AND TECHNOLOGY**

**[Established in terms of Act No. 23 of 2004]**

Herein represented by **EINO MVULA** in his capacity as chief executive officer, duly authorised thereto

(hereinafter referred to as "the Lessee")

by virtue of Special Power of Attorney granted to her at WINDHOEK on this day of \_\_\_\_\_ ;

respectively, which Powers of Attorney were exhibited to me, the Notary, and now remain filed in my Protocol with this Deed.

**AND THE APPEARER DECLARED THAT –**

**THE PARTIES HAVE AGREED AS FOLLOWS –**

**1. LETTING AND HIRING**

The Lessor and the Lessee hereby enter into a lease agreement (the "lease Agreement") in terms of which the Lessor lets and the Lessee hires a certain property set out herein after, without any improvements thereon, (hereinafter referred to as "the Property"), and more fully described as follows:

E. M.  
LH  
DB

1.1 An unsurveyed portion of:

<b>CERTAIN</b>	<b>ERF NO. 1315 PIONIERSPARK</b>
<b>SITUATE</b>	<b>in the Municipality of WINDHOEK</b>
<b>REGISTRATION DIVISION</b>	<b>"K ", KHOMAS REGION</b>
<b>MEASURING</b>	<b>approximately 7,0000 (Seven Comma Nil Nil Nil Nil)</b> <b>Hectares</b>
<b>HELD</b>	<b>by Deed of Transfer No. T7535/1996</b>
<b>SUBJECT</b>	<b>to the conditions therein contained</b>

2. **SUSPENSIVE CONDITIONS**

- 2.1 Save for the provisions of this clause 2 which will become effective immediately, this Lease Agreement is subject to the fulfilment of the Suspensive Conditions that –
- 2.1.1 the Commission of the Lessee pass all such resolutions as may be required to approve and implement the transaction contemplated in this Lease Agreement;
- 2.1.2 the Council of the Lessor pass all such resolutions as may be required to approve and implement the transaction contemplated in this Lease Agreement
- 2.1.3 the approval of surveyed Diagrams of the Property by the Surveyor-General, Windhoek and the registration of this agreement of lease at the Registrar of Deeds, Windhoek;
- 2.1.4 the Lessee obtains the necessary consents and/or the registration of the necessary servitudes for access to and from the Property, if any;
- 2.1.5 the Lessee obtain a written undertaking from Nampower that it will provide the Property with a supply of electricity at a level sufficient for the purpose of the Lessee's proposed activities on the Property;
- 2.1.6 the Lessee obtain the necessary financing for its proposed activities on the Property, using the Lease Agreement as collateral for such financing.
- 2.2 Each of the Parties will use its best endeavours to procure the fulfilment of the Suspensive Conditions set out in clause 2.1 above (the "Suspensive Conditions") as soon as reasonably and practically possible after the last date of signature of this agreement (the "Signature Date").

LH ADV  
E.M. BB



2.3 The Suspensive Conditions have been inserted for the sole benefit of the Lessee who will be entitled to waive fulfilment of the said conditions by written notice to the Lessor to the extent that the Suspensive Conditions are waived it will be deemed to have been fulfilled.

2.4 Unless the Suspensive Conditions have been fulfilled or waived by not later than 12 (twelve) months after the Signature Date (or such later date as may be agreed in writing by the Parties) the provisions of this Lease Agreement will fall away and be of no further force or effect and the *status quo ante* will be restored as near as may be. In that event any costs incurred arising from the negotiation of this Lease Agreement or its subject matter will be borne by the Party incurring such costs. Neither Party shall have any claim against the other in terms hereof or arising from the failure of the Suspensive Conditions, save for any claims arising from a breach of the provisions of clause 2.2.

### 3. DURATION

The lease period shall start from the Signature Date and shall subsist for a fixed period of 99 (ninety-nine) years from that date.

### 4. USE OF PROPERTY

The Lessee shall use the Property solely for the purpose of research, technology, science, educational purposes and any ancillary activities related thereto. It shall not use the Property for any other purpose without the prior written consent of the Lessor, which consent shall not be unreasonably withheld. The Lessee undertakes to have the Property surveyed at its own cost, as required by the Surveyor General, Windhoek.

### 5. RENT

5.1 The rent payable by the Lessee under this Lease Agreement shall be the sum of **N\$100.00 (ONE HUNDRED NAMIBIA DOLLAR)** per month.

5.2 The Lessee shall not be liable to pay any rent until such time as all the Suspensive Conditions have been waived or fulfilled (the "Effective Date").

5.3 Upon the Effective Date the Lessee shall become liable to pay the total rent for the period from the Signature Date to the Effective Date. Such rent for this initial retroactive period shall be payable as soon as reasonably possible after the Effective Date.

5.4 Thereafter the Lessee shall be liable to pay the rent for the Property on a monthly basis.

LH  
E.M.  
IB

- 5.5 Such rent shall be payable in advance on or before the 7<sup>th</sup> (seventh) day of every month subsequent to the Effective Date, at the offices of the Lessor or at such other address as the Lessor may indicate in writing to the Lessee.
- 5.6.1 the Lessor and the Lessee shall meet every 5 (five) years to review the rental amount in order to ensure that the rental amount remains at a reasonable level if so desired; and
- 5.6.2 where the Lessor and the Lessee cannot reach agreement on whether the rental amount is reasonable, the rental amount will be determined as the average of the rental amount calculated by two sworn valuers, one to be appointed by the Lessor and the other by the Lessee.
- 5.6.3 In the event that the whole of the Property is not made available to the Lessee on the Effective Date, the Lessee shall only be liable to pay rent in respect of the extent that have been made available to it by the Lessor and shall only pay pro rata rental therefor.

**6. RATES, TAXES AND OTHER CHARGES**

- 6.1 The Lessor shall be liable for all rates and taxes payable in respect of the said Property based on the unimproved value.
- 6.2 The Lessee shall from the Effective Date be liable for all rates and taxes payable in respect of the improvements on the said Property, in addition to the rental amount set out in clause 5 above. The rates and taxes shall include any basic tariffs such as sanitation, water, electricity and refuse removal charges if available to the Property.

**7. ASSIGNMENT AND SUBLETTING**

- 7.1 The Lessee shall be entitled to cede or assign all or any of its rights and obligations under this Lease Agreement.
- 7.2 The Lessee shall not, except with the prior written consent of the Lessor which consent shall not be withheld unreasonably, be entitled:
- 7.2.1 to sublet the Property in whole or in part; or
- 7.2.2 to give up possession of the Property to any third party which is not an associate of the Lessee.
- 7.3 The Lessor shall only consent to the cession and subletting of the Property if the intention thereof is to further the purposes set out in clause 4 hereof.

LH AY  
E.M. BB



**8. MAINTENANCE**

- 8.1 The Lessee shall advise the Landlord within one (1) week after the commencement date of any defects on the Property, failing which the Lessee shall be deemed to have accepted the Property as being without any defect therein.
- 8.2 The Lessee shall, from time to time at its own cost, maintain, repair and/or renovate the interior of the Property (including doors and windows), when constructed at its own cost, and at the termination of this Lease redeliver the Property to the Lessor in the same good order and repair as existed at the commencement of this Lease, fair wear and tear excepted.
- 8.3 The Lessor shall have the right at any reasonable time on notice to the Lessee to enter the Property for inspection, work connected with the Building or services and supplies and shall be entitled to suspend any services and supplies for such purposes provided that such right shall be exercised reasonably. The Lessee shall not be entitled to claim for any remission of rental, damages or otherwise in respect of any inconvenience or damage which may be caused by virtue thereof.

**9. INSURANCES**

- 9.1 The Lessee shall not store on the Property any goods of a hazardous nature. If the Lessee should desire to store on the Property goods of a hazardous nature in excess of those authorised by the Lessee's Policy of Insurance it shall forthwith in writing notify the Lessor and it's insurers who shall endeavour to have the term of the Policy of Insurance altered to cover such storage. Additional premiums payable by virtue of such storage shall be paid by the Lessee on demand, provided that if the Lessee fails to do so, the Lessor may make payments on it's behalf and recover same from the Lessee.
- 9.2 The Lessee shall be responsible for the insurance of the improvements to be constructed by the Lessee on the Property, and for any other short term insurance risk together with public liability and damage to the Lessee's vehicles and other assets on the Property. The Lessee shall ensure that the property is adequately insured for the purposes of this lease.
- 9.3 The Lessee shall at it's own expense make provision for adequate insurance during the construction period of any improvement made on the Property.

LH DV  
E.M. JB

**10. DESTRUCTION OF OR DAMAGE TO PREMISES OR BUILDING**

- 10.1 Should the Building on the Property be destroyed from any cause whatsoever, the Lease shall terminate forthwith.
- 10.2 Should the Property be damaged so as to render them wholly or partially un-tenantable the Landlord shall, within 14 (fourteen) days of date of such damage, elect in writing whether or not it proposes to restore the Property or to cancel this Lease. Should the Lessor elect to restore the Property or allow the Lessee to do so at it's expense it shall do so as expeditiously as is reasonably possible under the circumstances. The Lessee shall be entitled to a proportionate remission of rental to the extent that beneficial occupation has been lost by it until such time as the Property has been restored.
- 10.3 In the event of termination or cancellation of this Lease in terms of Paragraphs 1 or 2 above, the Lessee shall not have any claim against the Lessor arising therefrom.

**11. NON-LIABILITY OF LESSOR**

- 11.1 The Lessor shall not be responsible for any failure, cessation, interruption or fault in the lift service (if any) or water, electricity or other supplies or for any damages, personal injuries or damage to property (including any consequential damages) that may be sustained by the Lessee as a result thereof or from any other cause whatsoever.
- 11.2 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.

**12. LESSEE NOT TO CONTRAVENE LAWS**

The Lessee shall not contravene, or permit any contravention of any law, by-law, regulation or directives of any competent authority, relating to or affecting owners, tenants or occupants of the Property, or the conditions under which the said Property is owned by the Lessor, the nature of which conditions the Lessee hereby acknowledges to be aware of.

LH *[initials]*  
E.M. *[initials]*



13. **LESSOR'S RIGHT OF INSPECTION**

The Lessor's representatives may at all reasonable times, without thereby giving rise to any claim or right of action on the part of the Lessee or any other occupier, be entitled to enter the Property in order to inspect it, to carry out any necessary work or to perform any other lawful function in the *bona fide* interest of the Lessor or any occupiers of the Property, but the Lessor shall ensure that this right is exercised with due regard for and minimum interference with the beneficial enjoyment of the Property by the Lessee.

14. **BEACONS**

The Lessee shall keep in good order at its own expense the boundaries of the Property and the Lessor shall have the right at any time to call upon the Lessee to effect repairs to damaged beacons.

15. **IMPROVEMENTS**

15.1 It is herewith recorded that there are currently no improvements on the Property.

15.2 The Lessee shall be entitled to fence the Property and to erect such other structures and improvements as necessary for the purposes set out in clause 4 hereof, provided that such fencing or structures do not prevent the use and access to any communal facilities. Permanent structures may be erected once authorized by the Lessor in writing. If erected without the Lessor's explicit authorization, the Lessor shall not be held liable for any form of compensation to the Lessee for such improvements upon termination of the Lease Agreement.

15.3 Upon termination of this Lease Agreement for whatever reason or cause, the Lessee at its own discretion may remove any structures, improvements and fences of a non-permanent nature. Where the Lease Agreement is terminated due to a breach by the Lessor, the Lessor shall be liable to compensate the Lessee for all improvements made to the Property that the Lessee cannot so remove.

15.4 Under all other circumstances upon cancellation of this agreement or expiry of the initial term of this lease, the improvements made by the Lessee to the Property shall become the property of the Lessor, PROVIDED THAT: The Lessor shall compensate the Lessee the actual expense and costs paid by the Lessee to erect and construct the said buildings and facilities upon expiry or cancellation of this lease, except where otherwise expressly agreed.

LH RD  
E.M. - BB



- 15.5 The Lessee shall be obliged to render the documentation of the actual cost and expenses incurred by the Lessee to the Lessor upon completion of any building or phase and both parties will be obliged to keep record of the said cost for the duration of this lease in order to calculate the amounts due and payable by the Lessor to the Lessee upon expiry or termination of this lease.
- 15.6 The Lessee shall, from time to time at its own cost, maintain, repair and/or renovate the interior of the Property once constructed and provide the day-to-day cleaning and maintenance services for the Property at its own cost, and at the termination of Agreement redeliver the Property to the Lessor in the same good order and repair as existed at the commencement of this Agreement, fair wear and tear excepted.
- 15.7 The Lessee herewith records that the facilities to be erected are national facilities and in in public interest and the Lessor shall be obliged to secure free public access to the property and facilities.

16. **REMEDIES FOR BREACH**

- 16.1 None of the Parties shall be entitled to cancel this Lease Agreement for any breach by either of the other Parties unless the breach is material and goes to the root of the contract and, being such a breach is not capable of being remedied by specific performance within a reasonable time after the occurrence of the breach, or by the payment of damages, or if it is capable of being so remedied is not so remedied within 7 (seven) days after the Party in breach receives written notice to do so.
- 16.2 In the event of the Lessor having cancelled this Lease Agreement due to a breach by the Lessee, but the Lessee remains in occupation of the Property, with or without disputing the cancellation, and continues to tender payments of rent and any other amounts which would have been payable to the Lessor but for the cancellation, the Lessor may accept such payments without affecting the cancellation, in all respects as if they had been payments on account of the damages suffered by the Lessor by reason of unlawful holding over on the part of the Lessee.

17. **NON-WAIVER**

- 17.1 Neither Party shall be regarded as having waived, or be precluded in any way from exercising, any right under or arising from this Lease Agreement by reason of such Party having at any time granted any extension of time for, or having shown any indulgence to the other Party with reference to any payment or performance, or delayed the enforcement of any right of action against the other Party.

LH  
E.M.  
PB

- 17.2 Failure of either Party to comply with any non-material provision of this Lease Agreement shall not excuse the other Party from performing the latter's obligations hereunder fully and timeously.

16. **VARIATIONS, ALTERATION OR AMENDMENT**

No variation, alteration or amendment of this Lease Agreement shall be made of any force unless reduced to writing and signed by both the Lessor and the Lessee.

17. **RENEWAL**

- 17.1 The Lessee shall have the right to renew this Lease Agreement upon the terms and subject to the conditions set out below:

17.1.1 The period for which this lease may be renewed is 30 (thirty) years commencing on the date immediately following the date of the expiry of the initial term of this Lease Agreement.

17.1.2 All the terms of this Lease Agreement shall continue to apply during the renewal period, unless otherwise agreed to between the parties in writing.

18. **LAW TO APPLY AND JURISDICTION**

This Lease Agreement is in all respects to be governed and construed in accordance with the laws of the Republic of Namibia. The Parties hereby consent and submit to the non-exclusive jurisdiction of the Windhoek High Court of the Republic of Namibia.

19. **WHOLE AGREEMENT**

19.1 This Lease Agreement and any Annexes attached to this Lease Agreement constitutes the entire agreement between the Parties and supercedes all previous negotiations and writings between the parties.

19.2 Neither party relies in entering into this Lease Agreement on any warranty, representation, or expression of opinion, which have not been incorporated into this agreement as a warranty or undertaking.

LH RDY  
E.M.-DB



## 20. RIGHT OF FIRST REFUSAL

- 20.1 Should it become possible for the Lessor to sell the said Property, the Lessor shall give the Lessee notice in writing of it's intention to sell the said property and that it received an offer from a third party to purchase the Property. The Lessee shall have a period of 60 (sixty) days from receipt of such notice to purchase the property to notify the Lessor in writing that it will purchase the said Property at an equal amount as contained in the said offer, failing which the Lessor shall be entitled to offer the property to any other third party.
- 20.2 Failing an offer as set out in paragraph 20.1 the price shall be established to the equivalent average of the Market-related prices determined by two independent sworn valuers, one to be appointed by the Lessor and the other by the Lessee. The price shall exclude any improvements made by the Lessee. The Lessor shall first offer the said property to the Lessee after the said value has been established.
- 20.3 Should the Lessor fail to purchase the property or exercise it's said right within the said 60 (sixty) days, such right shall lapse and the Lessor shall be entitled to sell the property to any third party.

## 21. DOMICILIUM CITANDI ET EXECUTANDI

- 21.1 The Parties chooses as their *domicilia citandi executandi* the addresses listed below, provided that such *domicilium* of either Party may be changed by written notice from such Party to the other Parties with effect from the date of receipt of deemed receipt by the latter of such notice.

### 21.1.1 Lessor:

340 Mandume Ndemufayo Ave, Pionierspark, Windhoek, Namibia  
Fax: +264 61 206 3199  
E-mail: info@unam.na

### 21.1.2 Lessee:

Hamutenya Wanehepo Ndadi Street, Olympia, Windhoek  
Fax: +264 61 229 928  
E-mail: info@ncrst.na

LHAPY  
E.M. JB



- 21.2 Any notice, acceptance, demand or other communication properly addressed by either Party to the other Party at the latter's domicile in terms hereof and sent by prepaid registered mail, shall be deemed to have been received by the latter on the 7<sup>th</sup> (seventh) business day from the date of posting thereof.
- 21.3 Any notice, acceptance, demand or other communication addressed by either Party to the other Party may be sent by telefax to the telefax number of the Party concerned as specified in clause 19.1 above.

**22. WARRANTIES**

- 22.1 The Lessor warrants that the Property falls within the boundaries of the Municipal Council of Windhoek and that as such on the Signature Date it is the owner of the Property on the diagram. The Lessor furthermore warrants that it is authorised and entitled to deal with the property in accordance with this Lease Agreement.
- 22.2 The Lessor warrants that where applicable it will comply with all the requirements for the Deeds Office registration of a long-term lease in terms of the relevant legislation.
- 22.3 The Lessor warrants that the Lessee shall have undisturbed possession and use of the Property, that the property is presently vacant and free from unlawful interferences by third parties.

**23. DISPUTE RESOLUTION**

- 23.1 The Lessor and the Lessee undertake to attempt to resolve any dispute, controversy or claim arising out of or in relation to this Lease Agreement by mutual agreements.
- 23.2 If the Parties fail to resolve any dispute through negotiations, the dispute shall be settled by arbitration by a single arbitrator to be appointed by the Parties. If an agreement on the appointment of the Arbitrator cannot be reached within 30 (thirty) days after the dispute has been declared by either Party, the Arbitrator shall be appointed by the incumbent President of the Law Society of Namibia.
- 23.3 The arbitration proceedings shall be conducted in terms of the Arbitration Act, 1965 (Act 42 of 1965).
- 23.4 The decision of the Arbitrator shall be final and binding and the Arbitrator shall be bound to give his/her decision within 30 (thirty) days from the conclusion of the proceedings.

LH/DP  
EM-JB

23.5 The costs for arbitration shall be borne by the Parties in equal shares, unless the Arbitrator makes a different cost award in his/her decision.

23.6 The arbitration proceedings shall be conducted in Windhoek, Namibia.

24. **WAIVER OF SOVEREIGN IMMUNITY**

The Parties recognise and acknowledge that this Lease Agreement constitutes a commercial transaction. To the extent that any Party hereto (including assignees of any Party's rights or obligations under this agreement) may in any jurisdiction claim for itself or its assets immunity from suit, execution, attachment or legal process, on the grounds of sovereign immunity or otherwise under any law or in any jurisdiction where an action may be brought for the enforcement of any of the obligations arising under or relating to this agreement, the Party or assignee shall not claim and hereby irrevocably waives all such immunity in any and all such actions.

25. **SEVERABILITY**

In the event that any of the terms of this Lease Agreement is held to be invalid or unenforceable, such term shall be severable from the remaining terms, which shall continue to be valid and enforceable. If any term is capable of amendment in order to render it valid, the Parties agree to negotiate an amendment to remove the invalidity.

26. **COSTS**


26.1 The Lessee will be responsible for the payment of all costs pertaining to and incidental to this Lease agreement including Legal Practitioner's fees, costs of registration of this lease in the Deeds office and stamp duty, except any other legal costs incurred by the Lessor regarding this agreement.


26.2 the Parties further agree that the Lessee will be responsible for the payment of the surveyors and costs incidental to the survey of the property to procure such procedures and authorisations necessary to register this lease.

LH 104  
EM- 18

Thus done and signed at WINDHOEK on this 9<sup>th</sup> day of DECEMBER 2015 in the presence of the undersigned witnesses.

AS WITNESSES:

1. 


2. 


  
LESSOR

Thus done and signed at WINDHOEK on this 9<sup>th</sup> day of DECEMBER 2015 in the presence of the undersigned witnesses.

AS WITNESSES:

1. 

2. 

  
LESSEE

QUOD ATTESTOR

\_\_\_\_\_  
NOTARY PUBLIC