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11.1.15

CESSION OF RIGHTS IN THE LEASE AGREEMENT FOR A PORTION OF ERF 2747, SWAKOPMUND, FROM PETER SCHNEIDER TO DESERT TAVERN CC AND CONFIRMATION OF USE AS A BAR AND RESTAURANT AND NOT AS A PLACE OF AMUSEMENT

(C/M 2025/04/01 - E 2747)

Special Management Committee Meeting of 17 March 2025, Addendum **5.1** page **04** refers.

A. This item was submitted to the Management Committee for consideration:

1. PURPOSE

The purpose of this submission is for Council to consider the approval of the cession of rights from Mr Peter Schneider to Desert Tavern CC in terms of clause 8.1 of the lease agreement for leasing a building (previously known as "pizza box") located on a portion of Erf 2747, Swakopmund (municipal bungalows) to continue with the operation of a restaurant including a bar.

This application is necessitated following the cancellation of the liquor license for the established business. The lessee can re-apply for the reinstatement of the liquor license once the following are confirmed:

- 1.1 The facility is used for the purposes of a restaurant and bar, and not as a place of amusement (noise complaints); and
- 1.2 the lease agreement is concluded with Desert Tavern CC, of which Ms Natascha Stabler is the sole member.

The decision is not yet signed by the Magistrate and is therefore not available as an attachment to the application dated **17 February 2025 (Annexure "A")**.

2. INTRODUCTION

A letter dated **17 February 2025** has been received from Ms Stabler (currently the sole member of Desert Tavern CC) to transfer the lease agreement of the building from Mr Schneider (in his personal capacity) to Desert Tavern CC for the business to operate in the name of the close corporation of which she is currently the sole member as per Amended Founding Statement dated 21 October 2020 (attached to **Annexure 'A'**).

A confirmation letter applying for the transfer of the lease rights by Mr Schneider is attached to **Annexure "B"**. Although the current lease agreement is in the name of Mr Schneider, the business has been operating in the name of Desert Tavern CC under the management of Ms Stabler for the last 6 years.

According to Ms N Stabler, the business is currently closed due to the cancellation of their liquor license following complaints of noise pollution due to the facility being used as a place of amusement.

In **2020**, shortly after he signed the renewal of the lease agreement (commenced on 1 July 2019), Mr Schneider requested, as per email dated 22 July 2020, to transfer the lease agreement from him to Ms Stabler, who is managing the property and is a business partner. Mr Schneider was living in Germany at the time. This was a second time Mr Schneider applied to Council for the transfer of ownership. His initial application during **2014** was turned down by Council.

3. BACKGROUND

During **2009**, proposals were invited from the public to lease the building, known as the Pizza Box at the time, located on a portion of Erf 2747, Swakopmund, measuring ±428.8 m².

Only one proposal was received, i.e from Mr Schneider trading as Desert Tavern. The proposal of Mr Schneider was approved by Council on **26 February 2009** under item 11.1.3 for a period of 9 years and 11 months to operate a restaurant.

Attached **Annexure "C"** is the proposal of Mr Schneider for information. Council and Mr Schneider entered into a lease agreement which commenced on **01 August 2009** until **30 June 2019**.

On **11 August 2014** (during the initial lease period), Mr Schneider applied to change ownership of the lease agreement, and his application was declined by Council on **26 November 2014** under item 11.1.4. Mr Schneider was requested to notify Council in writing should he intend to terminate the lease agreement. The Council resolution is attached as **Annexure "D"**.

Following the decline by Council, Mr Schneider and Ms Stabler agreed to enter into partnership agreement to continue with the business operations on the premise.

Subsequent to the expiry of the initial lease period, on **28 March 2019**, under item 11.1.15 Council approved the renewal of the lease of Mr Schneider for a period of a further 9 years and 11 months on the same conditions. The lease commenced on 01 July 2019 until 31 May 2029.

Mr Schneider has been leasing the subject building in his personal name. It is not known why he never initially applied in the name of Desert Tavern CC as the close corporation was registered in 2009, i.e at the time he submitted his proposal to lease the property.

As per the letter dated **17 February 2025**, the Magistrate cancelled the liquor license of the facility. Therefore, the establishment is currently closed, which has a dire effect on the livelihood of the employees and the financial stability of the business.

4. CURRENT SITUATION

4.1 Cession of Lease Rights in terms of Clause 8.1

In terms of Clause 8.1 of the lease agreement entered into by and between Council and Mr Peter Schneider, approval is required from Council to cede the rights of the lease agreement to another party.

Mr P Schneider accordingly applies for the cession of the lease rights for the lease of the premises located on a portion of Erf 2747, Swakopmund, to Desert Tavern CC. As stated above, this is required in order to reapply for the reinstatement of the liquor license for the facility.

With reference to the cession of lease rights of the hangar sites, Council on **29 July 2021**, under item 11.1.21, point (c), made the following decision:

"(c) That authority be delegated to the Chief Executive Officer to approve cessions and report to the Management Committee on a monthly basis."

Due to the closure of business because of the cancellation of the liquor license and the financial strains on the owner to pay rent to Council, it is proposed that the Management Committee approves the accession of rights provided for in clause 8.1 to cede the lease agreement from Mr P Scheneder to Desert Tavern CC to enable the business to reapply for the reinstatement of the liquor license.

Finance Department confirmed that the currently monthly rental tariff for leasing the Pizza Box Building is in the amount of N\$22,540.30 + 15% VAT, N\$3,381.05 (**Annexure "E"**).

4.2 **Use of the Facility to be confirmed as a Restaurant and Bar**

A further requirement for the reinstatement of the liquor license is that the facility operates as a restaurant and bar and not as a place of amusement.

Council is currently strictly enforcing the operation of places of amusement ensure that the owners provide the operating hours stipulating and that no live performances be held after 18:00 (no live performances be held on Sundays and Public Holidays). This requirement is a recommendation for the live performances held on Erf 317, Swakopmund, as considered by the Management Committee on **13 February 2025** under item 8.8. This condition was never part of the lease agreement, and it is therefore proposed that it must be incorporated in the lease agreement by addendum, other conditions remain in force for the lease period of **01 July 2019** until **31 May 2029**.

B. After the matter was considered, the following was:-

RECOMMENDED:

- (a) **That the Management Committee takes note that following a hearing regarding noise complaints due to live shows, the Magistrate on 12 February 2025, cancelled the liquor license of the establishment located on a Portion of Erf 2747, Swakopmund, operating as Desert Tavern.**
- (b) **That the Management Committee takes note that in order for Desert Tavern to reapply for the reinstatement of the liquor license, the following confirmation is required:**
 - (i) ***that the establishment operates as a restaurant and bar, and not as a place of amusement; and***
 - (ii) ***that the identity of the lessee be amended to read Desert Tavern CC /2009/3506.***
- (c) **That the Management Committee takes note that the business is currently closed pending the reinstatement of the liquor license and this has dire effect on the employees and limits the financial liquidity of the lessee to pay Council the monthly rental in the amount of N\$ 22 540.30 + 15% VAT in the amount of N\$3 381.05.**
- (d) **That due to the urgency of the matter, the Management Committee approves for condonation by Council, the cession of rights in terms of clause 8.1 of the lease agreement entered into between Municipal Council of Swakopmund and Mr Peter Schneider to Desert Tavern CC for leasing a building (previously known as "pizza box") located on a portion of Erf 2747, Swakopmund (municipal bungalows) to continue operating a restaurant and bar.**
- (e) **That the lease period remains from 01 July 2019 until 31 May 2029.**

- (f) That Desert Tavern CC provide the operating schedule and hours stipulating that no live performance will be entertained / held after 18:00 daily, and non on Sundays and public holidays.
 - (g) That an addendum to the lease agreement be compiled and signed to:
 - (i) *reflect the change of name of the lessee as Desert Tavern CC represented by Natascha Stabler as the sole member of the close corporation; and*
 - (ii) *point (e) above.*
 - (h) That the approval be subject to the lease account of Peter Schneider t/a Desert Tavern being paid up to date.
-

ANNEXURE "A"

17 February 2025

**THE MUNICIPALITY OF SWAKOPMUND
CORPORATE SERVICES
GENERAL MANAGER
SWAKOPMUND**

Att: Mr. M. Haingura

via email: mhaingura@swkmun.com.na

Dear Sir,

**RE: APPLICATION FOR TRANSFER OF LEASE AGREEMENT IRO DESERT TAVERN
ERF 2747 SWAKOPMUND**

1. I hope this letter finds you well.
2. I am writing to you regarding the recent hearing on 12 February 2015 concerning the liquor license for Desert Tavern CC, and to request urgent assistance in resolving the situation. As per the decision, our liquor license has been cancelled for the following reasons:
 - 2.1 Noise complaints – It was noted that Desert Tavern has been operating in a manner inconsistent with the description of a business as a bar and restaurant, and not as a place of amusement and should operate according to the description of the licence.
 - 2.2 The lease agreement must be amended to reflect the current owner of the business, which is myself.
3. I understand the gravity of these issues and would like to assure you that we are committed to rectifying them promptly. If both conditions are adhered to, we are ready to reapply for our liquor license to have it reinstated.
4. Unfortunately, the court order regarding the above matters is still pending the magistrate's signature, and I have not attached it to this letter at this time. However, I felt it was important to reach out to you as a matter of urgency, given the significant impact this situation is having on the lives of my employees, who are now left without jobs, as well as the financial burden on me personally. The business is currently closed, and as a result, I am unable to generate any income to pay rent to the council.
5. To provide some context, on 01 April 2015 the previous owner, Mr. Schneider, initially requested approval from the council to sell his business to me. The council rejected that request. Following this, Mr. Schneider and I agreed that I would run the business under a partnership arrangement, with him receiving 1% of the proceeds after his relocation to Germany to care for his ailing father. Eventually, Mr. Schneider and I came to an agreement that I would take full ownership, as he would not expect any further payments from the proceeds. This agreement between us serves as the basis of my claim for full ownership of the business.
6. For the past six years, I have been running Desert Tavern unilaterally, ensuring that the rent payments to the council have always been made on time, and I have fully honoured my obligations. However, with the suspension of our operations, I am unable

to meet these financial obligations, and the business cannot generate the necessary funds to fulfill the rent or other commitments.

7. In light of these circumstances, I kindly request that the council consider our agreement and allow us to amend the lease agreement to reflect my name as the current owner. This would also enable us to apply for a new liquor license and resume operations. We deeply regret any wrongdoings that have led to this situation, and we offer our sincerest apologies. We are committed to ensuring that the business operates in full compliance with the guidelines set out for a bar and restaurant, as opposed to a place of amusement. We are also aware of the costs involved in installing soundproofing systems to address the noise complaints, but due to financial constraints, this will require an investment of approximately N\$ 300,000.00, which is beyond our current means.

Thank you for considering this request. We truly value the support of the council and hope for a favourable resolution that will allow us to reopen the business and provide employment to our dedicated staff. Attached herewith are copies of the necessary document to put into account accordingly.

Yours faithfully,



Natascha Stabler

ANNEXURE "B"

Tel: 064 – 404204
Fax: 064- 403708
Email: info@desert-tavern.com
Vat Registration 4995951-01-5

To:
Municipality of Swakopmund
Chief Executive Officer
P.O.Box: 53
Swakopmund

From:
Mr. P. Schneider
P.O.Box 595
Natascha-ha@gmx.net
Swakopmund

Re: Transfer of Lease of Desert Tavern Erf 2747

Due to a recent death in my family and the impact the late working hours have on my kids and family, I am considering selling Desert Tavern.

I have however made a considerable investment into the premises (Erf 2747) and would thus like to sell the business as a running business. This would mean the lease agreement I currently have with the Municipality would have to be transferred to the new owner. No provision is made in the lease agreement for such an event.

I would thus like to ask permission from council that I can transfer the lease agreement, as is, to a new owner in case of a sale of business. This would also give council the guarantee that the business will continue in its current state and no new lessor would have to be found that would have to rebuild a business from the ground up.

I hope that council looks favourably upon this proposal.

Yours truly,

Desert Tavern Team

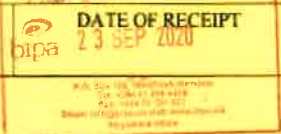
REPUBLIC OF NAMIBIA
 BUSINESS AND INTELLECTUAL PROPERTY AUTHORITY - BIPA
 CLOSE CORPORATIONS ACT, 1988
 (Sections 12, 13, 14, 24, 27, 29, 47 and 60)
 (Regulations 2, 3 and 13)

CC 2

Client
 2009/3506

Amended Founding Statement

Before filling in the form, first see notes on page 2.

REGISTRATION NUMBER OF CORPORATION CC/2009/3506	 <p>BUSINESS & INTELLECTUAL PROPERTY AUTHORITY DATE OF RECEIPT 23 SEP 2020</p>
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PART A

	Dates of commencement of change
Full name of corporation DESERT TAVERN CLOSE CORPORATION	•
Previous name of corporation (if applicable)* N/A	•
Literal translation of name (if applicable)* N/A	•
Shortened form of name (if applicable)* N/A	•
Description of principal business* BAR, RESTAURANT, TAVERN AND ALL BUSINESS RELATED THERETO	•
Date of end of financial year* LAST DAY OF FEBRUARY EACH YEAR	•

PART B

Postal address* P.O. BOX 38, SWAKOPMUND	•
Email address: INFO@BHZ.COM.NA	2020-10-21
Address of registered office (not post office box)* 82 KLIMAS BUILDING, 11 TOBIAS HAINYEKO STREET, SWAKOPMUND, NAMIBIA	•
Name and address of accounting officer* HOLGER HERBOTH P.O. BOX 38, SWAKOPMUND, NAMIBIA	•
	2020-10-21

(Attach written consent to appointment)

Full name of association or body of which accounting officer is a member THE SOUTHERN AFRICA INSTITUTE FOR BUSINESS ACCOUNTANTS	•
Membership/Practice No. 4372	2020-10-21

* See note 2 on page 2

NAME OF CORPORATION **DESERT TAVERN CLOSE CORPORATION**

REGISTRATION NUMBER **CC/2009/3506**

PART C

Date of Change

MEMBERS

Full names and surname **NATASCHA STABLER**

Identity number or date of birth (i)

Year	Month	Day
8	2	0
6	2	4
1	0	0
3	4	

Registration number (ii)

Percentage of interest **100%** Particulars of contribution **N\$ 100.00**

Residential address **517 F. VAN NEEL STREET, SWAKOPMUND, NAMIBIA**

Postal address **P.O. BOX 2495, SWAKOPMUND, NAMIBIA**

Email address: **NATASCHA-HA@GMX.NET**

Signature of member or representative 

Full names and surname

Identity number or date of birth (i)

Year	Month	Day

Registration number (ii)

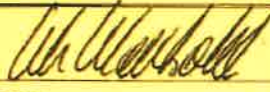
Percentage of interest Particulars of contribution

Residential address

Postal address

Email address:

Signature of member or representative

Witness signature 

Date of signature **18-8-2020**

Full names **HOLGER HERBOTH**

Residential address **5 SANDGROUSE CRESCENT, SWAKOPMUND, NAMIBIA**

2020-10-21

Business address **B2 KLIMAS BUILDING, 11 TOBIAS HAINYEKO STREET, SWAKOPMUND, NAMIBIA**

Postal address: **P.O. BOX 38, SWAKOPMUND, NAMIBIA**

Email address **INFO@BHZ.COM.NA**

ANNEXURE "C"

E 2747



Hotel Europa Hof
★★★★★



P.O.Box 1333, Bismarck street 39, Swakopmund, NAMIBIA, Tel: ++264-64-40 5081 Fax: ++264-64-402 391
E-mail: pa@europahof.com.na Internet: www.europahof.com

To:
Municipality of Swakopmund
Chief Executive Officer – E. Demasius
Cc: Mr. A Plaatjie
P.O.Box: 53
Swakopmund



From:
Mr. P. Schneider
P.O.Box 595
Tel: 081 293 8170
Swakopmund

Re: Notice No: 139/2008-11-26 Lease of Pizza Box Erf 2747

I would like to express my interest in leasing the "Pizza Box" Erf 2747 as advertised in the Namib Times on 2nd December 2008.

I currently do not own a business in Swakopmund and would like to use this opportunity to establish myself in Swakopmund as I am sure I can make a positive contribution by bringing fresh ideas and adding to the diversity of the local business community.

I am currently the General Manager of the Hotel Europa Hof and have thus got a good understanding of the needs that most tourists have as well as having a solid background in the Hotel and Restaurant industry.

After having looked at the afore mentioned property I have assessed the potential and would herewith like to make a proposal for the lease of the property. My proposal is backed by the current owner of the Hotel Europa Hof, Mr. E. Wannemacher and I have also enlisted a local artist, Mr. Jost Kirsten, winner of 3 Standard Bank biennales, to be part of the project if I am successful with my application.

Currently, the Pizza Box seems to predominantly cater for the local take-away market and does not seem to supply much of a service to the bungalows and the accompanying tourist market. Even though seating is provided in the courtyard this seems to be in disuse and is difficult to access from the street. The idea to supply food in the location seems to be the right choice but is currently poorly executed and does not seem to meet the needs of the tourists staying in the Bungalows (or anywhere else for that matter).

My proposal is aimed at keeping the basic idea of serving the needs of tourists staying at the bungalows and providing them with a venue where they can eat, drink and be merry. The whole idea is to make this a part of the surrounding bungalows instead of alienating oneself from them. A lot needs to be done however to make the area attractive to visitors.

Drawing on the experiences gained at the Hotel Europa Hof I would like to turn the place into a venue which will attract tourists and locals alike.

Swakopmund is currently one of the biggest tourist attractions in Namibia which is largely due to its unique flair of combining German/European architecture and traditions with local customs and traditions. My aim is to add to this tradition and transform the Pizza Box into a place that fits into this concept.

In Europe, specifically Germany, France, Italy, Greece and Spain there is a great tradition of having outside venues where simple high quality food is served. These places are commonly referred to as Beer- or Wine-gardens. These places flourish in Europe even with their colder climates, which makes it strange that this has not caught on in Namibia with our warmer climate. I would like to change this.

Swakopmund has a great number of restaurants, coffee shops and bars but no place that serves the niche market of customers that want to relax outside and have a drink but do not feel obligated to eat something, but still have the opportunity if the mood strikes them. The concept is a fusion between a bar and a restaurant in that food is available but one can also just stay for a drink. It differs from a coffee shop in that it targets more the late afternoon and evening clientele and will stay open till late. Like a coffee shop, small meals and drinks will be served during the entire time the venue is open. Opening times would typically be from about 11h00 in the morning to about 12h00 at night.

The idea is thus to create a Wine-garden type venue but combine it with other tourist attractions like small craft and souvenir shops in the courtyard making it comfortable and inviting for visitors.

After having seen the property it is clear that quite a few changes will have to be made. Most of these changes are purely cosmetic but there are certain areas that need more attention. The main points that need to be addressed are as follows:

- Facade needs to be made more inviting and attractive.
- The courtyard needs to be made more accessible from the street
- The current toilet facilities are not up to standard and need to be greatly improved.
- The courtyard seating area needs to be made inviting for guests
- The property needs to be more integrated from the Bungalow side and made more inviting to guests staying at the bungalows
- Standard of service and quality of food sold needs to be greatly improved

It is difficult to put an idea into words and I have thus added the pictures below which come close to the vision I want to bring across.

Current view of property

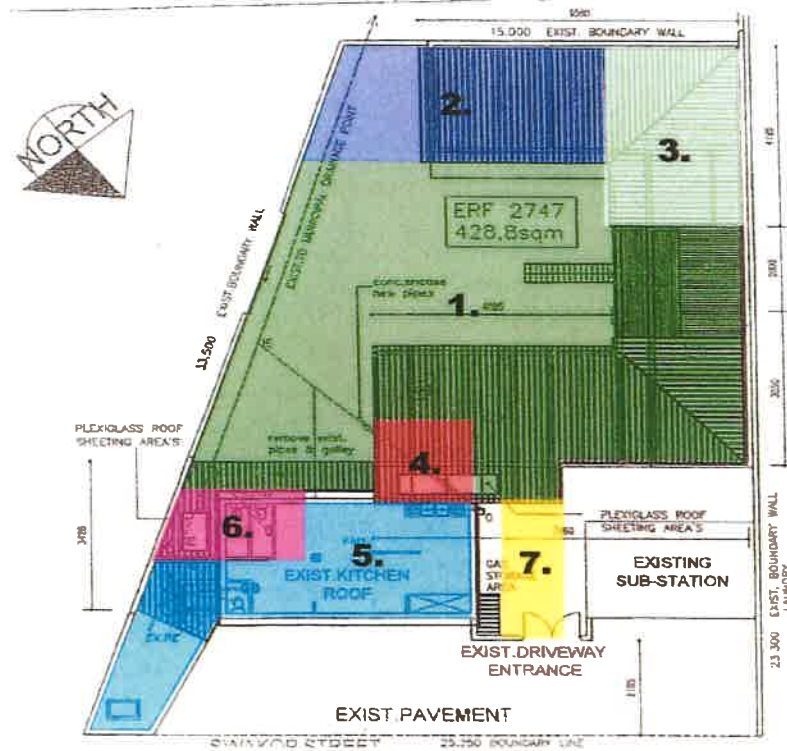


Pictures resembling planned vision



I have included the artist Mr. Jost Kirsten in this proposal as he predominantly works with wood. My opinion is that wood and other natural elements like plants always create a comfortable environment which is exactly what one would want to achieve. The idea is however to not just create simple wooden structures but to transform the property into an artwork which people would go out of their way for to visit.

On the attached plan it is indicated as to how the property is to be structured. This is however just a preliminary plan of the proposed changes I would want to make and is off course subject to approvals and final feasibility. The plan does however give a good indication as to what I will try to accomplish with the property.



1. General seating and entertainment area with indoor and outdoor seating.
2. Food court – this area is to be subdivided into three different types of food divisions: a pizza bar, a station serving Greek/Turkish foods and thirdly a European station serving central European food e.g. German/French cuisine.
3. This section is to be used for a combination of crafts and souvenir shop and art gallery.
4. Bar area.
5. This area is to be closed off with only service entrances to the street and the bar area. It would be used as a preparation kitchen, staff cloak rooms and storage area.
6. Toilet facilities – these need to be upgraded and enlarged as to be sufficient for this type of venue.
7. This would be the best area for a proper entrance to the street which will look inviting from the outside.

I do believe that the property is currently underutilised and that it can be greatly improved. I believe that it can be made into something that will add to the appeal of the bungalows and will cater for all residence of Swakopmund as well as tourists alike.

In order to create my vision and turn it into reality, I estimate an investment cost of between 500.000,- to 1.000.000,- N\$ is needed. I do have the financial backing as well as the experience to turn my vision into reality.

I hope that the Swakopmund Municipality and the Town Council share this vision with me and see the merit in my proposal.

Yours truly,

Peter Schneider
General Manager – Hotel Europa Hof

ANNEXURE "D"

11.1.4 **REQUEST BY MR P SCHNEIDER OF DESERT TAVERN TO TRANSFER LEASE AGREEMENT TO NEW OWNER**

(C/M 26/11/2014 - E 2747)

RESOLVED:

- (a) That the request of Mr P Schneider to sell the business not be supported.
 - (b) That Mr Schneider notifies Council in writing should he wish to terminate the lease agreement.
 - (c) That Mr P Schneider be informed that in terms of clause 10 of the lease agreement no compensation can be granted for the structures / improvements erected on the property.
 - (d) That Mr P Schneider be informed that clause 7 further states that any improvements or buildings erected by Mr P Schneider are the property of the Municipality.
 - (e) That should Mr P Schneider terminate the lease, proposals be invited from the public to lease a certain portion of land measuring $\pm 428.8\text{m}^2$ which is a portion of Erf 2747, Swakopmund, situated next to the Municipal Bungalows.
 - (f) That upon receipt of termination of the lease agreement, the proposal document containing lease conditions be compiled and submitted to the Management Committee for consideration and approval.
-



MUNICIPALITY OF SWAKOPMUND

Ref No: E 2747

Enquiries: Ms B Ramos Viegas

(054) 4104215
 068 614 514
 53 Swakopmund
 NAMIBIA
www.swakomun.com.na
bramosviegas@swakomun.com.na

01 December 2014

Mr P Schneider
 Desert Tavern
 PO Box 595
 SWAKOPMUND

Dear Sir

REQUEST TO TRANSFER LEASE AGREEMENT TO NEW OWNER

Your application that was received on 11 August 2014 was discussed under item 11.1.4 at the Council meeting of 26 November 2014 and the following was resolved:

- (a) That the request of Mr P Schneider to sell the business not be supported.
- (b) That Mr Schneider notifies Council in writing should he wish to terminate the lease agreement.
- (c) That Mr P Schneider be informed that in terms of clause 10 of the lease agreement no compensation can be granted for the structures / improvements erected on the property.
- (d) That Mr P Schneider be informed that clause 7 further states that any improvements or buildings erected by Mr P Schneider are the property of the Municipality.
- (e) That should Mr P Schneider terminate the lease, proposals be invited from the public to lease a certain portion of land measuring $\pm 428.8\text{m}^2$ which is a portion of Erf 2747, Swakopmund, situated next to the Municipal Bungalows.
- (f) That upon receipt of termination of the lease agreement, the proposal document containing lease conditions be compiled and submitted to the Management Committee for consideration and approval.

Your reply, with special reference to *point (b)* is awaited, but if none is received by Thursday, 15 January 2015 we will assume that the matter is finalized and that you will continue leasing the property as per original agreement.

For any further enquiries, please do not hesitate to contact Ms B Ramos Viegas at ☎ 064-4104215.

Yours faithfully

A Plaastje
 ACTING GM: CORPORATE SERVICES

/s/v
 (1)

MEMORANDUM OF AGREEMENT OF LEASE



entered into by and between

THE MUNICIPAL COUNCIL OF SWAKOPMUND

Herein represented by

ALFEUS BENJAMIN In his capacity as Chief Executive Officer

OR

**MARCO PETER CLIFF SWARTS OR CLIVE LESLEY LAWRENCE OR HELLAO INARUSEB OR
CLARENCE McCLUNE OR VILHO SHOONGELENI KAULINGE**
(In his capacity as Acting Chief Executive Officer)

AND

WILFRIED GROENEWALD In his capacity as Chairperson of the Management
Committee

OR

CLAUS-WERNER GOLDBECK in his capacity as Alternate Chairperson of the
Management Committee

The above are acting by virtue of authority granted in terms of Section 31 A(a) of the
Local Authorities Act, Act 23 of 1992 as amended.

(hereinafter referred to as the "LESSOR")

AND

PETER SCHNEIDER trading as Desert Tavern
(Identity No. 73103010109)

(hereinafter referred to as the "LESSEE")

WHEREAS the Lessee wishes to rent from the Lessor and the Lessor is prepared to let to the Lessee "the Premises", in terms of a resolution passed by Council meeting dated **28 March 2019, under item 11.1.2** (attached);

AND WHEREAS the Parties wish to record the terms and conditions upon which the Premises will be leased;

NOW THEREFORE the Parties record that they agreed as follows:

1. INTERPRETATION

1.1 In the Lease, except in a context indicating that some other meaning is intended:

1.1.1 "day" means any day of the week, excluding Sundays and public holidays.

1.1.2 "the Lease" shall mean the Lease agreement and all annexures thereto.

1.1.3 "the Lease Period" means the period for which the Lease subsists, including any period for which it is renewed.

1.1.4 "month" means a calendar month, and more specifically:

1.1.4.1 In reference to a number of months from a specific date, a calendar month commencing on that date or the same date of any subsequent month; and

- 1.1.4.2 In any other context, a month of the calendar, that is, one of the **12 (Twelve)** months of the calendar, and "monthly" has the corresponding meaning.
- 1.1.5 **"the Premises"** means all the buildings and open areas located on the Property. The following buildings and improvements on the Property are thus specifically included:
- 1.1.5.1 **The building area, the inside and the outside seating area.**
- 1.1.6 **"the Property"** means:
CERTAIN portion of land situated on Erf No. 2747, Swakopmund next to the Municipal Bungalow/ Swakopmund Rest Camp

MEASURING ± 428.8 square meters (attached a map)
- 1.1.7 **"Signature Date"** means the date of Party last signing the Lease.
- 1.1.8 **"Effective Date"** means **1 July 2019**.
- 1.1.9 **"year"** means a period of 12 (Twelve) consecutive months, and "yearly" refers to a year commencing on the date on which the Lease comes into operation or any anniversary of that date.


 Handwritten signatures and initials, including 'WSP', 'PP', and 'WSP' with a large signature over them.

- 1.1.10 References to notices, statements and other communications by or from the Lessor include notices by or from the Lessor's agent.
- 1.1.11 Expressions in the singular also denote the plural, and vice versa.
- 1.1.12 Words and phrases denoting natural persons refer also to juristic persons, and vice versa.
- 1.1.13 Pronouns of any gender include the corresponding pronouns of the other gender.

1.2 Clause headings appear in the Lease for purposes of reference only and shall not influence the proper interpretation of the subject matter.


1.3 The Lease shall be interpreted and applied in accordance with the Laws of the Republic of Namibia.

2. LETTING AND HIRING

The Lessor hereby lets and the Lessee hereby hires the Premises on the terms and conditions set herein.

3. DURATION

Irrespective of the date of signing of the lease agreement the Lease shall come into operation on **1 July 2019** and shall subsist for a period of 9 (nine) years and 11 (eleven) months from that date until **31 May 2029**, subject to the rights of renewal as referred to in Clause 14 hereto.

Handwritten signatures and initials in the bottom right corner of the page. There are several distinct signatures and initials, including what appears to be 'WSP', 'PP', and 'RS'.

Signed by the Lessor at **SWAKOPMUND** this 18 (day) of January (month) ²⁰2020, in the presence of the undersigned witnesses:

AS WITNESSES:

1. [Signature]
(As Witness)

2. A. BUNER
(As Witness)

[Signature]

**CHAIRPERSON:
MANAGEMENT COMMITTEE
(Alternate)**

[Signature]
CHIEF EXECUTIVE OFFICER

Signed by the Lessee at **SWAKOPMUND** this 11 (day) of December (month) 2020, in the presence of the undersigned witnesses:

AS WITNESSES:

1. [Signature]
(As Witness)

2. A. BUNER
(As Witnesses)

[Signature]
Mr Peter Schneider

EMAILS BETWEEN NATASCHA AND CORPORATE SERVICES (E 2747)

From: 'natascha stabler' <natascha-ha@gmx.net>
Sent: Thursday, 20 February 2025 08:16 PM
To: Margaret Sheehama <msheehama@swkmun.com.na>
Cc: Andre Plaatjie <aplaatjie@swkmun.com.na>; Stephny Bruwer <sbruwer@swkmun.com.na>; Mpasi Haingura <mhaingura@swkmun.com.na>; Mahne Kruger <mkruger@swkmun.com.na>
Subject: Fw: RE: Lease agreement Desert Tavern

Dear Margaret

Just as a reminder Mr Schneider requested this issue a few times see below email he wrote to you, I will forward the email to him again to confirm again with you but he rarely answers his emails.

I would just like to point out that this is a very urgent matter, we did survive Corona but we have been closed now for almost two weeks and we need to generate an income.

Kind Regards
 Natascha

Gesendet: Donnerstag, 23. Juli 2020 um 08:09
Von: "Margaret Sheehama" <msheehama@swkmun.com.na>
An: "Webmaster Desert Tavern" <webmaster@desert-tavern.com>
CC: "'natascha stabler'" <natascha-ha@gmx.net>, "Barbara Ramos Viegas" <bramosviegas@swkmun.com.na>
Betreff: RE: Lease agreement Desert Tavern

Dear Mr Schneider

I acknowledge receipt of your e-mail below.
 I will take up the matter with the management and will revert to you.

Regards

Margaret

From: Webmaster Desert Tavern [<mailto:webmaster@desert-tavern.com>]
Sent: Wednesday, 22 July 2020 08:38 PM
To: Margaret Sheehama
Cc: 'natascha stabler'

Subject: RE: Lease agreement Desert Tavern

Dear Margaret Sheehama

In response to the lease agreement still to be signed for Desert Tavern, I would like to inform you that I am currently stuck in Germany due to the corona pandemic.

Due to the corona pandemic and the complete breakdown of the tourism industry in Namibia it is unlikely that I will be returning to Namibia and have thus decided that it would be best to hand over Desert Tavern to Mrs Natascha Stabler who has been managing the business for the past 6 years. Please advise us on how it can be best accomplished that the lease be transferred to Mrs Stabler. I believe that this is in the best interest of all parties concerned but should this not be possible then I would continue leasing the premises but would like to have Mrs Stabler listed as business partner in the lease agreement.

I have copied Mrs Stabler into this correspondence and further details on the way forward can be discussed with her directly.

Kind regards
 Peter Schneider

RE: Lease Tariff of Desert Tavern Lease building on Erf 2747 Swakopmund

UN Ultra Netjwera
 To: Margreth Oberholzer, Income Mānga
 Cc: Steffen Braver, Matthe Kruger, Glaucoia Mokene

Public

34/2/2025 12:47

BO080-Current Account Details

Owner: [Owner] Erf: [Erf] Acct: [Acct] CVT: [CVT] Meters: [Meters] Age A: [Age A] Sum: [Sum] CR: [CR] Save Doc View Doc

Account Number: 02274700216, TENANT DESSERT TAVERN

Stand: 001 020 00002747 00000 00000000 Sect-Title: Debit Amt: 200.00

Addr: 2 STRAND STR Term-D: Date from: Date to: Deposit Amt: 200.00

Post-Add: P O BOX 595 SWAKOPMUND Certificate Print: N Application Date: Cycle: 100

Post Code: 13001 ID: Total H/O: Coll:

MT Region: PENDING / UNALLOCATED Receipts 0.00

Options	Trans Date	Description	Reference	Tariff	Debit	Credit	Val
Option	20241219	BALANCE B/F			585901.11		
Option	20250113	000018 RECE	0441074801			40000.00	
Option	20250113	000018 RECE	0441091501			30000.00	
Option	20250113	000018 RECE	0441091601			32339.00	
Option	20250116	000018 RECE	0341145701			48000.00	
Option	20250120	WA CONSUMPT	100002951	W00101	1809.48		271.42
Option	20250120	RF BUSINES		RF2400	1541.68		231.25
Option	20250120	SE BASIC BU		9830	260.66		39.10
Option	20250120	RENTAL LAND			22540.31		3381.95