



REPUBLIC OF NAMIBIA

MINISTRY OF ENVIRONMENT, FORESTRY AND TOURISM

DIRECTORATE OF ENVIRONMENTAL AFFAIRS

ENVIRONMENTAL AUDIT - (SELF AUDIT QUESTIONNAIRE)

Please Take Note:

- 1. All questions are mandatory and thus must be fully completed
2. knowingly providing false or misleading information is an offence as in terms of Section 43 (1) of the Environmental Management Act, Act No. 7 of 2007.

Activity:

PRODUCER AND WHOLESALER OF DIFFERENT TYPES OF FRUITS AND VEGETABLES

1. OVERVIEW AND GENERAL INFORMATION

Table with 2 columns: Question (a-f) and Answer. a) Name of the unit and complete address: OTJIMBELE AGRICULTURE PTY LTD FARM - ETUNDA FARM IRRIGATION SCHEME PHASE 7&8 PACKHOUSE - OSHIFO FTX 2 FARM 998. b) What are the main activities carried out on site?: PRODUCER AND WHOLESALER OF DIFFERENT TYPES OF FRUITS AND VEGETABLES. c) Number of people employed on site (temporary + permanent): AROUND 100 DEPENDING ON THE SEASON. d) Is a copy of the site layout plan available?: YES. e) Are there any other projects in the area having similar activities?: ETUNDA GREEN SCHEME. f) Environmental Clearance Certificate (ECC) Number and date issued (if available): TJ6F3E1132 ISSUED ON 2020-12-02.

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2. SITE HISTORY AND DETAILS	
a) When was the facility established?	2015
b) Who owns the facility/industry?	OBL
c) Who owns the land and what is the type of the land?	FARM - NAMIBIAN GOVERNMENT
d) Is the land ownership/lease document available?	N/A
e) What is the total land area?	300HA
f) What was the previous land use of that area (commercial, residential, industrial or agricultural)?	AGRICULTURAL
g) Does the facility have any citations or complaints pending against it?	N/A
h) Has there ever been any major accidents on-site?	N/A

3. PROCESS REVIEW	A	N/A	Comments
a) Give a detailed description of the production process.	X		PRODUCT IS HARVESTED, PROCESSED AND SOLD
b) Total production capacity of the plant/ project in terms of tonne per annum	X		AROUND 300 TONS/YEAR GREEN ASPARAGUS
c) What are the inputs required in the production process (preferably in the form of a list containing name, amount/quantity required and their price?	X		FRESH PRODUCT IS DIRECTLY SOLD AFTER BEING DISINFECTED AS PER OUR GLOBALGAP QUALITY STANDARDS - GGN 4063061223241
d) What are the outputs produced (including pollutants) and their quantities?	X		FRESH GREEN ASPARAGUS
e) Provide a list of all the machinery and utilities used on-site along with their capacities number, energy consumption and time in use.		X	
f)			
g) How often is maintenance work carried out on-site?	X		DAILY/WEEKLY/MONTHLY/ANNUALLY DEPENDING ON THE NATURE OF THE ISSUE
h) Does any recycling/reuse of material take place on-site?	X		WESCO/RUACANA TOWN COUNCIL

4. LICENSE AND PERMITS	A	N/A	Comments
a) Does the facility have a valid factory license? If not, has the facility applied for it? Is a copy of the application form available?	X		
b) Does the facility have a valid Consent to Operate (CTO) certificate? If not, has the facility applied for it? Is a copy of the application form available?		X	
c) Does the facility generate hazardous waste? If it does, does the facility have authorization for storage, handling and transportation of hazardous waste as per the Hazardous Waste (Management and Handling) Rules? If not, has the facility applied for it? Is a copy of the application available?		X	

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5. AIR EMISSIONS	A	N/A	Comments
a) What are the sources of stack and fugitive emissions in the facility?		X	
b) Has stack and ambient monitoring carried out?		X	
c) Does emissions meet standards specified in the CTO certificates?		X	
d) Are monitoring records/reports maintained?		X	
e) What are the air pollution control device that has been installed?		X	
f) What is the frequency of cleaning and maintaining the air pollution control device?		X	
g) Are site processes and operations free of significant fugitive air emissions?		X	

6. Water consumption and wastewater generation

6.1 Freshwater	A	N/A	Comments
a) What is the source of freshwater? Is it metered or not?	X		PACKHOUSE - BOREHOLES FARM - CALUEQUE CANAL
b) How many boreholes are installed in the site?	X		3
c) How many flow meters are installed in the plant? What are their readings?	X		DAILY READINGS
d) Schematic of a raw water treatment plant and DM plant e.g Sceptic tanks, filtering systems etc	X		WATER IS FILTERED THROUGH A FILTER BANK
e) Latest groundwater quality test reports	X		2023
f) Specify average daily water consumption of the entire plant and in township/colony (m3/day):	X		DEPENDING ON THE SEASON AND CROPS
g) Has the plant / activity studied the impact of its water consumption on respective surface water source and/or groundwater table?	X		RISK MANAGEMENT OF WATER AS PER GLOBALGAP STANDARDS
h) Break-up of average freshwater consumed for last two financial years?		X	
i) Specific water consumption values for last two financial years (in m3/tonne or m3/Mwh, etc.):		X	
j) Chemicals used in water treatment plant with quantity and price:	X		SODIUM HYPOCHLORITE AROUND 500 NAD/20 BOTTLE
k) What is the capacity of the demineralization (DM) plant? What is then average quantity of water treated in DM plant (m3/day)?		X	
l) Does the plant/ project have rainwater harvesting (RWH) system? If it does, is it rooftop, paved or unpaved?		X	
m) Method of harvesting rainwater—Storage in artificial tanks/recharge into the pit/ trench/well		X	
n) Total rainwater harvesting potential of the plant		X	
o) Rainwater harvesting potential of the site developed by the plant:		X	
p) Total rainwater harvesting done by the plant		X	
q) Frequency of monitoring of the groundwater quality and quantity (pre- and post-monsoon) and frequency of cleaning the rainwater harvesting catchment/storage system	X		ANNUALLY

r)	How is the harvested rainwater utilized by the plant/ project?		X	
s)	Key measures taken by the plant/project for water conservation in the past three years and water saving achieved in terms of m3	X		RISK MANAGEMENT ON WATER SIDE

6.2 Wastewater	A	N/A	Comments
a) Schematic diagram of an Effluent Treatment Plant (ETP) and Sewage Treatment Plant (STP) along with their capacities (attach)		X	
b) Latest laboratory test reports of ETP and STP inlet/outlet streams		X	
c) Does the plant/ project have separate ETP for its different products?		X	
d) Total effluent generated by plant/ project (including all products) in last two financial years		X	
e) Total sewerage generated by plant/ project and colony in last two financial years		X	
f) Provide the details of wastewater generation and recycling in the entire facility	X		WATER IS RECYCLED WHEN POSSIBLE, IF NOT RELEASED
g) Does the plant/ project monitor the impact of wastewater on the receiving waterbody/ land?		X	
h) What is the total number of outlets for effluent discharge from the plant/ project?		X	
i) Name of WTP unit/s (filtration unit/softening unit/reverse osmosis plant etc.) and its capacity and average quantity of water treated in filtration plant (m3/day)		X	

7. NOISE POLLUTION	A	N/A	Comments
a) Does the facility have a valid factory license? If not, has the facility applied for it? Is a copy of the application form available?	X		

8. FUEL CONSUMPTION	A	N/A	Comments
a) List the different type of fuel used in different areas of the plant/ project	X		DIESEL + PETROL FOR VEHICLES
b) Quantification of fuel used in each process and its calorific value		X	
c) How is the industry storing the different types of fuel?	X		TANK
d) If they are using:			
Gas—Is the supply regular? If not, mention the number of hours.		X	
Biomass—Is it available for the entire year?		X	
Coal—Are they using low ash coke or high coke and the supply is regular or not?		X	

9. CHEMICAL HANDLING AND STORAGE	A	N/A	Comments
a) What are the various types of chemicals stored on-site?	X		CHEMICALS FOR THE FARM
b) Is a list of chemicals available?	X		
c) How are chemicals transported?	X		ACCORDING TO OUR GLOBALGAP STANDARDS
d) What kind of containers are there for storing the chemicals?	X		THEIR OWN CONTAINERS
e) Are there any above or underground chemical storage tanks on-site?		X	
f) Are any of the chemicals toxic or harmful? How many of them are hazardous?	X		
g) Are all the chemicals labelled?	X		
h) Are the chemical containers' lid closed after use?	X		
i) Are records of chemicals and dyes usage maintained in the logbook?	X		

10. SOLID AND HAZARDOUS WASTE MANAGEMENT	A	N/A	Comments
a) What kinds of solid waste are generated on-site?	X		NORMAL RUBBISH, PLASTIC, PAPER, TC.
b) What is the quantity of solid waste generated?	X		
c) How is the solid waste disposed of?	X		FOLLOWING THE CORRECT ROUTES OR BEING PICKED UP
d) Is any of the waste reused or recycled?		X	
e) What are the sources of hazardous waste generation on-site?	X		NORMLA FARM/PACKHOUSE WASTE
f) What is the quantity of hazardous waste generated?	X		AROUND 1 KG/DAY
g) How is the hazardous waste disposed of?	X		FOLLOWING THE CORRECT ROUTES OR BEING PICKED UP
h) Are hazardous waste disposal records maintained?	X		
i) Are any of the hazardous wastes treated on-site?		X	
j) Where are the hazardous wastes stored before disposal?	X		CLOSED IN DIFFERENT PLACES WHERE UNAUTHORIZED PEOPLE CANNOT ACCESS

11. OCCUPATIONAL HEALTH AND SAFETY	A	N/A	Comments
a) Does the facility have a site emergency plan?	X		
b) If yes, then has this plan been documented?	X		
c) What are the recognized hazards in the facility?	X		CHEMICALS, FERTILIZERS, ETC.

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d) Are fire extinguishers available in the facility?	X		
e) What type of fire extinguisher is available?	X		
f) Are the fire extinguishers functional?	X		
g) Are facility personnel trained in its use?	X		
h) Is personal protective equipment (PPE) available for use?	X		
i) Do the workers use PPE?	X		
j) Are health check-ups for workers conducted?	X		SOME OF THEM
k) Do the workers know whom to contact in case of an emergency?	X		
l) Has any accident ever occurred on-site?		X	

Declarations

JORGE HUERTAS PAVON

I.....(full name of **PROPONENT**) understand and agree that the information that I have provided in this questionnaire will be used by the Environmental Commissioner. I accept that the Environmental Commissioner will hold me accountable for any inaccurate or misleading information knowingly provided in this questionnaire, and acknowledge that the provision of such information will impede the lawful carrying out of the responsibilities and functions of the Environmental Commissioner.

I declare that the information that I have provided in this questionnaire is to the best of my knowledge, true and

Reliable.

Signature:.....
OTJIMBEL AGRICULTURE (PTY) LTD
REG NO: 2015/1194
P.O. BOX 402 WALVIS BAY

Date:.....
08/02/2024

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REPUBLIC OF NAMIBIA

MINISTRY OF LABOUR, INDUSTRIAL RELATIONS AND EMPLOYMENT CREATION

Certificate of Registration of a Factory

*issued under regulation 19 of the Regulations relating to the
Health and Safety of Employees at Work
made under Schedule 1(2) of the Labour Act, 2007
(Act 11 of 2007)*

Certificate Number: **F132/01**
Name of factory: **Otjimbele Agriculture (Pty) Ltd**
Address of factory: **P.O Box 402**
Walvis Bay
Erf 998 , Oshifo Extension 2
Name of occupier: **Mr. Martinez Campo Alejandro**
Erf No: **Oshifo ,Ruacana**

This is to certify that the above premises, has on this day been registered as a factory under the Labour Act, 2007 for:

OSH Compliance : Asparagus Processing & canning

subject to the following conditions: namely those prescribed by the regulations published by Government Notice No 156 of 31st July 1997.

Place: **Windhoek**
Chief Inspector: **S.Kapeng**
Date: **06.02.2020**



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REPUBLIC OF NAMIBIA
COMPANIES ACT 2004
(Section 180) (Regulation 38(1))
(to be lodged in duplicate)

CERTIFICATE TO COMMENCE BUSINESS

Registration Number of Company
... 2015/1194

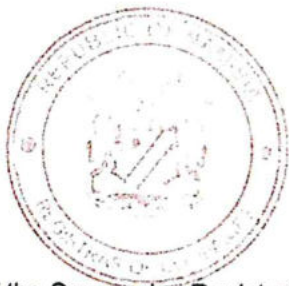
I hereby certify that:

OTJIMBELE INVESTMENTS (PROPRIETARY) LIMITED

which was incorporated on the 27 day of OCTOBER of the year 2015,

has complied with the requirements of section 180 of the Companies Act, 2004, and is with effect from this day entitled to commence business.

Signed and sealed at WINDHOEK this 27 day of OCTOBER of the year 2015



Seal of the Companies Registration Office

Registrar of Companies

This certificate is not valid unless sealed by the Seal of the Companies Registration Office.

EACH YEAR FINANCIAL YEAR ENDS ON
LAST DAY OF OCTOBER

MEMORANDUM OF AGREEMENT

made and entered into by and between:

TOWN COUNCIL OF RUACANA

herein represented by

LINDA MBWALE

in her capacity as **CHAIRPERSON OF MANAGEMENT COMMITTEE**

and

EMILIA NDAHAMBELELA NANYENI

in her capacity as **CHIEF EXECUTIVE OFFICER** of the said **TOWN COUNCIL**

(hereinafter referred to as "the Lessor"),

and

OTJIMBELE AGRICULTURE PTY Ltd.

a company incorporated and registered in Namibia with company number 2015/1194 whose registered office is at 1st Road 39, Walvis Bay

herein represented by

CARLOS I LERCHUNDI ARECHAGA

in his capacity as **GENERAL MANAGER**

Duly authorized thereto

(Hereinafter referred to as "the Lessee")

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1.5 Unless inconsistent with the context, the words and expression set forth below, shall bear the following meanings and cognate expressions shall bear corresponding meanings.

1.5.1.1 **Land or Property:** Land located in Oshifo, adjacent to Oshifo Extension 2, Republic of Namibia, measuring approximately 2 hectares of land (20,000m²) which is described and depicted in **Exhibit A** (W6363-Otjimbele AAPP: Proposed plot boundaries) attached hereto and incorporated herein by this reference, and which is a part of the parcel of real property owned by Lessor ("Lessor's Property").

1.5.1.2 **Permitted use:** The Land may be used for the purpose of constructing an industrial factory for processing canned vegetables and other plants, and related facilities and the management, supervision, and scheduling of events on same.

1.5.1.3 **Annual Rent:** Rent at rate of N\$86,940 per annum.

1.5.1.4 **Term:** A term of 30 years beginning on, and including 01 July 2018 and ending on, and including 30 June 2048.

1.5.1.5 **Early termination:** Lessee's right to decide, at its own discretion and after 10 years the lease come into operation, to terminate this agreement by giving six (6) months' written notice to the Lessor.

1.5.2 **Lessor's Covenants:** The obligations in this lease, which include the obligations contained in the Incorporated Terms, to be observed by the Lessor.

1.5.3 **Lessee's Covenants:** The obligations in this lease, which include the obligations contained in the Incorporated Terms, to be observed by the Lessee.

1.5.4 **Rent Payment Dates:** The Lessee shall pay the rent during the first 30 days from the date this agreement comes into force and thereafter on the anniversary date of this agreement.

1.5.5 **Purchase option:** The right, but not the obligation of the Lessee to buy the Land at a specified price during or at the end of the lease term.

1.5.6 **Improvements:** Improvements shall mean the construction and maintenance pertaining to an industrial factory and related facilities in accordance with plans submitted to and approved by Lessor and Lessee.

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- 1.5.7 **Applicable Law:** This Lease shall be interpreted and applied in accordance with Namibian law.
- 1.5.8 **Effective Date:** This lease agreement is subject to the approval by the Minister of Urban and Rural Development as required in terms of section 30 (1)(t) of Local Authorities Act, 23 of 1992 as amended and such approval was granted by the letter date 21 May 2018, which forms part of this agreement.
- 1.6 This Agreement shall be binding on and enforceable by the executors, administrators, trustees, permitted assigns or liquidators of the Parties as fully and effectually as if they had signed this Agreement in the first instance. Reference to any Party shall be deemed to include such Party's executors, administrators, trustees, permitted assigns or liquidators, as the case may be.
- 1.7 The use of any expression in this Agreement, covering a process available under Namibian Law such as winding-up (without limitation eiusdem generis) shall, if any Party to this Agreement is subject to the Law of any other jurisdiction, be construed as including any equivalent or analogous proceedings under the Law of such jurisdiction.
- 1.8 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.

2. LETTING AND HIRING

The Lessor lets and the Lessee hires the Property on the terms of this lease agreement.

- 2.1 Lessor hereby demises and leases to Lessee the Land, and Lessee shall lease the Land, according to the terms and conditions of this Lease Agreement.
- 2.2 Lessee shall use the Land only for the Permitted Use. Lessee shall not allow the Land to be used for any unlawful purposes.
- 2.3 The lessor authorizes expressly to the Lessee for constructing in the Land an industrial factory with all the investments and infrastructures needed in order to carry on with the Permitted Use.
- 2.4 The Lessor represents and warrants that it owns the Property. Subject to the terms of this Agreement, the Lessor grants to the Lessee the right to peaceable and quietly have, hold and enjoy the Land leased under the terms of this agreement for the term agreed.

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3. PURCHASE OPTION.

- 3.1 Subject to the terms and conditions of this Agreement, the Lessor gives an irrevocable pre-emptive right, being a purchase option to the Lessee related to the Land, together with all rights, interests, obligations and liabilities related thereto.
- 3.2 The Parties agree that the purchase price will be as per **Gazetted Tariffs** on the date when purchase option is exercised.
- 3.3 All the costs borne by the Lessee regarding infrastructures that available for use of other consumers other than Lessee only, will be deducted from the purchase price upon the Lessee exercising the purchase option. For these purposes, the Lessee will prove to the Lessor the real costs of these concepts and both parties will agree the final amount that will reduce purchase price
- 3.4 The Land shall be sold by the Lessor free of all liens, charges, claims, encumbrances and any other third party rights and together with the benefit of all other rights and advantages belonging to the Land as at and from the consummation of the Land transfer.
- 3.5 Subject to the terms and conditions of this Agreement, the Lessee may exercise its option to buy to the Lessor at its own will, and the Lessor shall be obliged to sell the Land upon Lessee's request.
- 3.6 Lessee may exercise its purchase option at any time during the Term of this agreement or any renewal or additional period thereof.
- 3.7 Should Lessee decide to exercise its purchase option under this agreement, Lessee shall inform the Lessor through written notification at least thirty (30) days in advance and present to the Lessor a draft proposal containing all necessary terms for the acquisition as well as the proposed date for the signature of the agreement.
- 3.8 Lessor will make its best efforts to meet Lessee's request and sign the agreement on the proposed date.

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- 3.9 The Parties will co-operate with each other in order to achieve full registration of the Purchase Operation with the competent authorities if needed in the shortest possible time.

4. DURATION

- 4.1 The term of the lease shall be for a period of thirty (30) years, commencing on 01 July 2018, notwithstanding of the date of signature hereof and shall continue until the 30 June 2048.
- 4.2 In the event that the Lessee has not exercised an option to purchase the property on the expiry of 30-year period, the Lessor shall have an option to renew the right of occupation for a further period of five (5) years reckoned from the date of termination.
- 4.3 If at any time during the Term of this Lease, the whole or any part of the Property shall be acquired or condemned by expropriation, this Lease and the Term hereby granted may, at the option of the Lessee, be terminated. Lessor and Lessee shall cooperate in respect of any expropriation of the Premises or any part thereof so that, subject to the following rights of Lessor, Lessee may receive the maximum award to which it is entitled in law for relocation costs, business interruption, investments and such other costs (including any required increased rent in new premises) that it may be entitled to receive from the expropriating authority and so that Lessor may receive the maximum award for all other compensation arising from or relating to such expropriation.
- 4.4 If Lessee decides to use its right of Early termination mentioned in clause 7 of this contract, and parties finds a third party interested in purchasing or leasing the Property for the period between the Early termination and the Term (30 years), the Lessee shall be entitled to recover partially the investments done and carried out by itself. For these purposes, when the Lessee will communicate to the Lessor its intention to use the Early termination, the Lessee shall communicate to the Lessor the total net book value of the investments done and fix this amount as the value that the Third party must pay to the Lessee in case finally Lessee should sell or lease the Property. The Lessor shall not be liable to the Lessee whether for compensation for any improvements made on this

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property or otherwise which may arise upon termination of this agreement nor for the purchase or lease of the Property from the Lessee.

5. RENTAL

- 5.1 The rent shall be **N\$86,940 (EIGHTY-SIX THOUSAND, NINE HUNDRED AND FORTY)** per annum, **PLUS VAT**.
- 5.2 Such rental shall be payable in advance or on or before the first day of the year
- 5.3 The rental increase at an escalation rate of 10% per annum as from the first anniversary of the lease agreement without the Lessor being under the obligation to give written notice of such escalation rate to the Lessee.
- 5.4 In addition to paying the rent the Lessee shall pay the cost of electricity, water and gas consumed on the Land directly to whomsoever shall have levied such charges.
- 5.5 All payments due by the Lessee to the Lessor under this lease shall be made into the following account of the Lessor:

Account Name: Ruacana Town Council
Account Number: 8000805498
Name of Banking Institution: Bank Windhoek - Oshifo
Branch Code: 486672

Reference Number to be used for transaction: Otjimbele Agriculture

- 5.6 The Lessee shall not withhold, defer, or make any deduction from any payment due to the Lessor, unless the Lessor is indebted to the Lessee or in breach of any obligation to the Lessee or due to a force majeure situation.

6. EARLY TERMINATION

- 6.1 After 10 years the lease come into operation, the Lessee, at its own discretion, may decide to terminate this agreement by giving six (6) months' written notice to the Lessor.
- 6.2 Upon termination of this lease, either by virtue of any clause of this contract, the Lessor shall repossess of the Land forthwith.

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7. BREACH

- 7.1 Without prejudice and in addition to any other rights or remedies available to the Parties under this Agreement and at law, each party shall have the right (but without any obligation) to terminate this Agreement unilaterally by giving a written notice to the other party, if this party is in material breach of any of its undertakings, covenants or obligations under this Agreement and further if any one or more of the conditions that breach is not capable of remedy and will result in the failure of the party to fulfil the purpose of this Agreement; or
- 7.2 That breach is capable of remedy, but is not remedied or cured within thirty (30) working days from the date of the written notice of remedy from one party to the other party.
- 7.3 Both Parties hereby undertakes to immediately notify the other party in writing once the other party becomes aware of any event, breach, incident, fact or circumstance which will, or is reasonably believed to, give rise to the termination right hereunder.

8. FORCE MAJEURE.

- 8.1 The failure of a party to fulfil any of its obligations under this agreement shall not be considered to be a breach of, or default under, this agreement insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to meet the terms and conditions of this agreement, and has informed the other party as soon as possible about the occurrence of the event.
- 8.2 In the event that the performance of the duties and/or obligations of the parties has to be suspended on the grounds of Force Majeure, the time for completion shall be extended by the extent of the delay plus a reasonable period for the resumption of work or, if the speed of performing certain duties and/or

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obligations has to be reduced, the time for their completion shall be extended as may be necessary in the circumstances.

- 8.3 In the event that the performance of the agreement is suspended due to a vis majour, the Lessee will be entitled to deduct part or the whole of the rent for the month(s) that it is unable to hold and enjoy occupation of the Land.

9. CESSION

- 9.1 The Lessee shall not have the right to cede, sub-let or hypothecate the lease, the whole or any portion without a prior written consent of the Lessor; which consent shall not be unreasonably refused but subject to such terms and conditions that the Lessor may impose including adjustment in rental payable.

10. PROPERTY TAXES

- 10.1 All assessment rates, licence fees, sanitation fees, water and electricity shall be paid by the Lessee.

11. WHOLE AGREEMENT

- 11.1 This lease constitutes the entire agreement between the parties.
- 11.2 Neither party relies in entering into this agreement on any warranties, representations, disclosures or expressions of opinion which have not been incorporated into this agreement as warranties or undertakings.
- 11.3 No variation or consensual cancellation of this agreement shall be of any force or effect unless reduced to writing and signed by both parties.

12. NON WAIVER

- 12.1 Neither party shall be regarded as having waived, or be precluded in any way from exercising, any right under or arising from this lease by reason of such

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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 hereunder, or having failed to enforce, or delayed in the enforcement of, any right of action against the other party.

- 12.2 The failure of either party to comply with any non-material provision of this lease shall not excuse the other party from performing the latter's obligations hereunder fully and timeously.

13. GOOD FAITH AND UNDERTAKING TO GIVE EFFECT TO THIS AGREEMENT

13.1 In the implementation of this Agreement, the parties undertake to observe the utmost good faith and they warrant in their dealings with each other that they shall neither do anything nor refrain from doing anything which might prejudice or detract from the rights, assets or interests of any other(s) of them.

13.2 The parties shall respectively 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 of this Agreement, or any other matter arising thereof, according to its intent and purpose.

14. SEVERABILITY

14.1 Each provision in this Agreement is severable from all others, notwithstanding the manner in which they may be linked together or grouped grammatically, and if in terms of any judgment or order, any provision, phrase, sentence, paragraph or clause is found to be defective or unenforceable for any reason, the remaining provisions, phrases, sentences, paragraphs and clauses shall nevertheless continue to be of full force.

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15. DOMICILIUM CITANDI ET EXECUTANDI

- 15.1 The parties choose as their *domicilia citandi et executandi* for effective service of all notices and legal processes flowing from this agreement, and for any action which may arise from this agreement to be the addresses mentioned in this clause below.
- 15.2 The parties shall notify each other about the change in their *domicilium* by giving written notice to the other.

The *domicilia citandi et executandi* for the Lessor shall be:

Erf 191, Freedom Street
Oshifo
Ruacana

The *domicilia citandi et executandi* for the Lessee shall be:

1st Road 39
Walvis Bay
NAMIBIA

16. DISPUTE RESOLUTION

- 16.1 This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the Republic of Namibia.
- 16.2 The parties irrevocably agree that any dispute which may arise from the interpretation or implementation of this lease agreement, and which cannot be resolved amicably between the parties, shall at the instance of either party be resolved in a competent court.

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17. WARRANTY OF AUTHORITY.

17.1 The persons signing this lease on behalf of the Lessor and Lessee expressly warrant their authority to do so.

THUS DONE AND SIGNED atday of2018 in the presence of the undersigned witnesses.

1. *[Handwritten signature]*
[Handwritten signature]
FOR TOWN COUNCIL OF RUACANA

2. *[Handwritten signature]*

THUS DONE AND SIGNED at...13..... day of...JUNE..... 2018 in the presence of the undersigned witnesses.

1. *[Handwritten signature]*
[Handwritten signature]
OTJIMBELE AGRICULTURE PTY Ltd

2. *[Handwritten signature]*

OTJIMBELE AGRICULTURE (PROPRIETARY) LIMITED

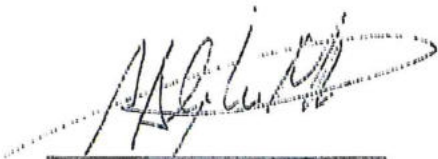
RESOLUTION OF THE DIRECTORS PASSED ON 8 JUNE 2017

APPOINTMENT OF
ACCOUNTANTS

It was RESOLVED: —
That BDO is appointed as the accountant of the company:

POWER OF
ATTORNEY

It was RESOLVED:
That MR CARLOS ISIDORO LERCHUNDI ARECHAGA, Passport
Number PAB409623, in his capacity as general manager of the
company, is given power of attorney to sign all documents on behalf
of the directors of the company.



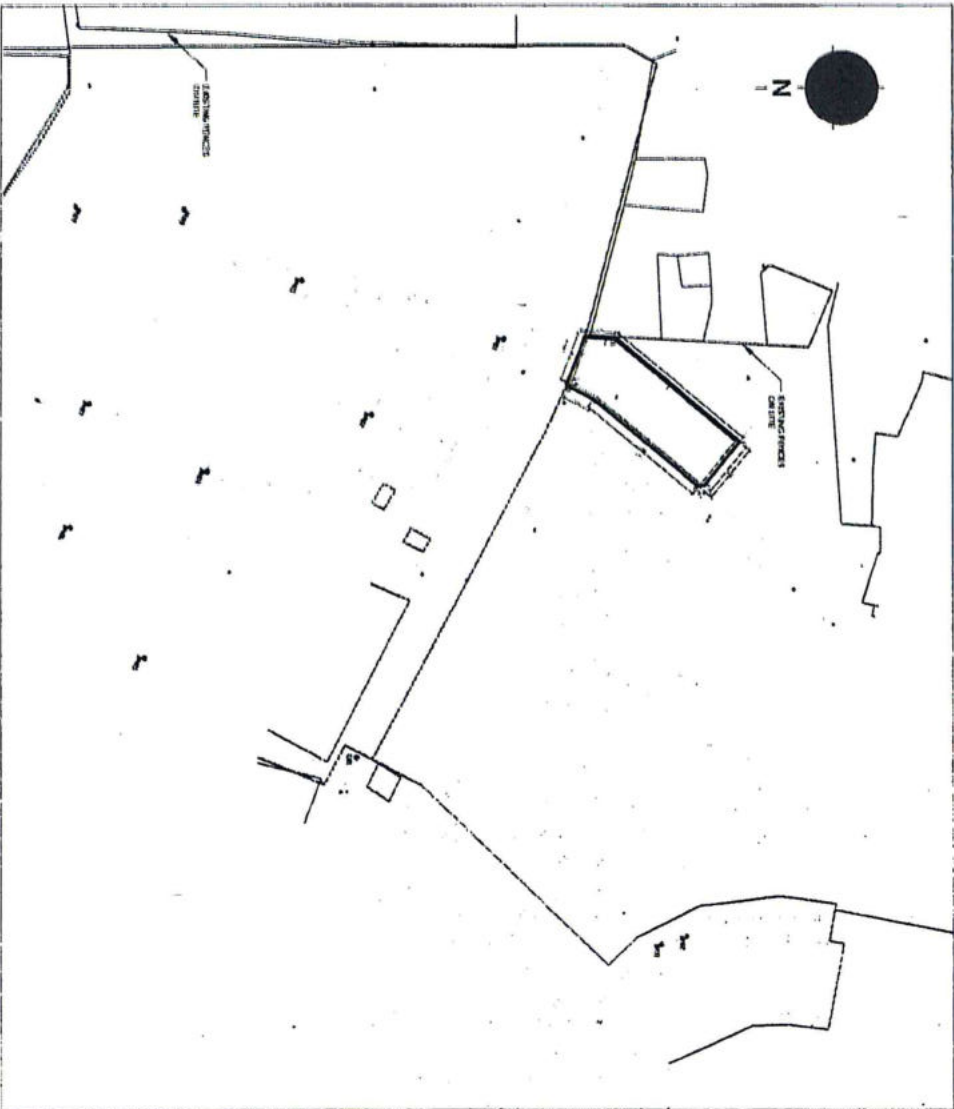
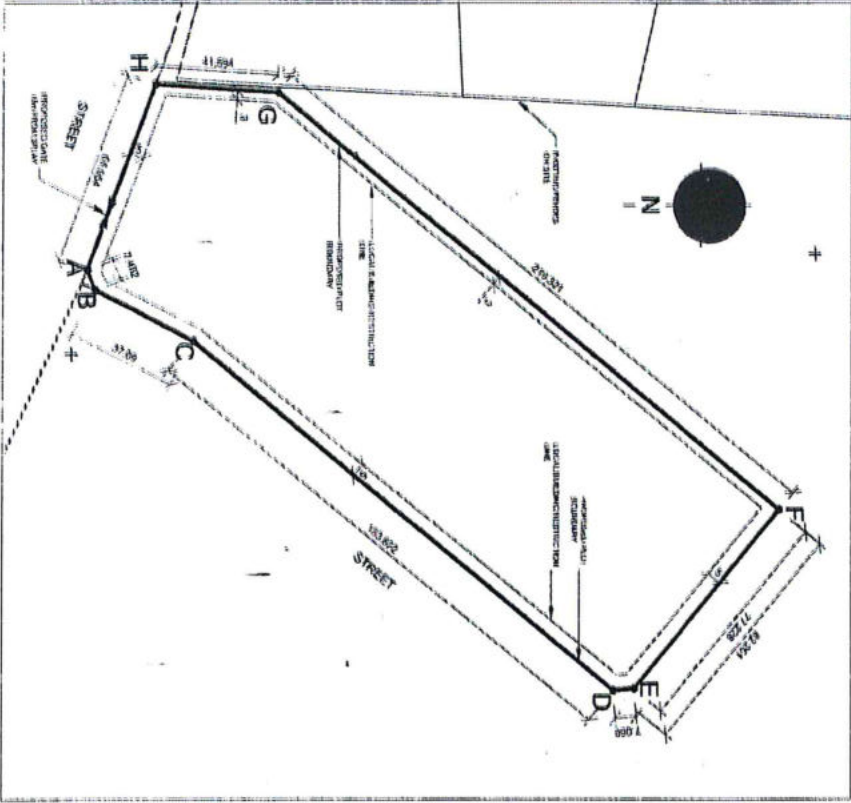
Alejandro Martinez Campo
Director
Passport Number
PAC015881

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W6363 OTJIMBELE APP: PROPOSED PLOT BOUNDARIES

Figure ABCDEFGH
 Area = 19999.811m²
 Perimeter = 635.352m

	X	Y
A	61080.3174	-505162.2381
B	61073.3555	-505154.9685
C	61056.5259	-505198.0199
D	60939.9686	-505339.9027
E	60940.7083	-505345.9299
F	61000.3781	-505393.9583
G	61139.6223	-505265.0993
H	61142.2202	-505184.9959



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[Signature]
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Republic of Namibia

Ministry of Urban and Rural Development

Enquiries: Ms.L Hango
Tel: (+264+61) 2975220
Fax: (+264+6) 2975305

Our Ref: 14/17/3/R2
Your Ref:

Date: 21 May 2018

Emilia N. Nanyeni
Chief Executive Officer
Ruacana Town Council
Private Bag 508
RUACANA




Dear Ms Nanyeni

SUBJECT: APPLICATION FOR LEASE OF IMMOVABLE PROPERTY WITH AN OPTION TO BUY

Your letter dated 27 April 2018 has reference.

Approval has been granted to the Ruacana Town Council, in terms of the provision of Section 30(1) (t) of the Local Authorities Act, 1992 (Act No. 23 of 1992), as amended, to lease with an option-to-buy, Portion of Remainder of Ruacana Town and Townlands No. 998, measuring 20 000m² in Oshifo to Otjimbele Asparagus Agro-Processing Project for agricultural purposes, for lease period of thirty (30) years at a rental amount N\$86 940.00 per annum VAT inclusive the rental will increase at an escalation rate of 10% per annum as from the first anniversary of the lease agreement without the Lessor being under the obligation to give written notice of such escalation rate to the Lessee subject to the conditions of Council Resolution Number C62/10/17, and the Memorandum of Agreement.

Yours faithfully,


Nghidinua Daniel
PERMANENT SECRETARY



Stamp: RUACANA TOWN COUNCIL
Date: 7/2/18

Handwritten notes and signatures: LEM 1.11, LEM 25, LEM 28, LEM 27.

All official correspondence must be addressed to the Permanent Secretary

12. Página reservada a las autoridades competentes para el pasaporte / Page reserved for the authorities responsible for issuing the passport / Page réservée aux autorités compétentes pour délivrer le passeport

DUPLICADO; DOCUMENTOS ANTERIORES;
DUPLICATE; PREVIOUS DOCUMENTS;
DOUBLE; ANCIEN DOCUMENTS;
AAF68446 26/07/2022

ESP

PAB409623 R

0586100



ESPAÑA			PASAPORTE	PASSPORT
Tipo/Type		Código/Código/Code	PASAPORTE Nº	PASSPORT No/PASSEPORT N°
P		ESP	PAB409623	PAB409623
(1) Apellidos/Surnames/Nom		LERCHUNDI ARECHAGA		
(2) Nombre/Given Name/Prénoms		CARLOS ISIDORO		
(3) Nacionalidad/Nationality/Nationalité		ESPAÑOLA		
(4) Fecha de nacimiento/Date of birth/Date de naissance		21 04 1982		
(5) Sexo/Sex/Sexe		M		
(6) Lugar de nacimiento/Place of birth/Lieu de naissance		BILBAO (BIZKAIA)		
(7) Fecha de expedición/Date of issue/Date de délivrance		(8) Fecha de caducidad/Date of expiry/Date d'expiration		26 07 2022
(10) Firma del titular/Holder's signature/Signature du titulaire		(9) Autoridad/Authority/Autorité		
		DGP-48441L6P1		
		051008		



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REPUBLIC OF NAMIBIA
 COMPANIES ACT 2004
 (Sections 224(2), 284, 328(1), 331(1) and 333(1)) (Regulation 46(1))

19039780

CONTENTS OF REGISTER OF DIRECTORS, AUDITORS AND OFFICERS

Companies Registration Office
 PO Box 21214
 WINDHOEK
 NAMIBIA

Registration Number of Company 2015/1194	 27 MAR 2019 Revenue stamp or revenue franking machine impression N\$10,00 <small>CMS-02 P.O. Box 185, Windhoek, Namibia Tel: +264 61 209 4400 Fax: +264 61 401 061 Email: info@bipa.na Web: www.bipa.na registrars office</small>
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Name and postal address of Company OTJIMBELE AGRICULTURE (PTY) LTD
P O BOX 7350, SWAKOPMUND, NAMIBIA

Return of particulars as at 26/03/2019

I, SAGE SECRETARIAL SERVICES (PTY) LTD
 (name of director of officer)

I state that, the written consent of the directors or officers whose names appear in this return have been obtained on a duly completed form CM 27, the directors or officers are not disqualified under section 225.

Signed ~~Sage Secretarial Services (Pty) Ltd~~
Registration Number: 527
P.O. Box 2184
61 Bismarck Street
Namibia
 Date 26/03/2019

A. Directors

KEY TO PERSONAL PARTICULARS REQUIRED	PERSONAL PARTICULARS			
1. Surname	MARTINEZ CAMPO			
2. Full forenames	ALEJANDRO			
3. Former surname and forenames	N/A			
4. Identity number or, if not, available, date of birth	Year	Month	Day	
5. (a) Date of appointment	27/10/2015			
(b) Designation	DIRECTOR			
6. Residential address	CONCEJO DE IMARCOAIN NOAIN SPAIN			
7. Business address	IANSÁ POLIGONO IND PENALFONS SPAIN			
8. Postal address	VILLAFRANCA (NAVARRA)			
9. Nationality (If not Namibian)	SPANISH			
10. Occupation	BUSINESS EXECUTIVE			
11. Resident in Namibia (Yes or No)	NO			
12. Nature of change in 1 to 5 above and date	NO CHANGE			

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B. AUDITOR

1. Name BDO

2. Date of appointment 14/12/2017

3. Nature of change in 1 and 2 above and date.

NO CHANGE

Perforated

(To be completed by company)

Return of particulars of company's register of directors, auditors & officers

Dated 26/03/2019

Name of company OTJIMBELE AGRICULTURE (PTY) LTD

Postal address P.O. BOX 2184, WINDHOEK, NAMIBIA

CM29

Date received

Date stamp of Companies
Registration Office

C. Officers and Local Managers

KEY TO PERSONAL PARTICULARS REQUIRED

PERSONAL PARTICULARS

Registration Number of Company
2015/1194

1. Surname	SAGE SECRETARIAL SERVICES (PTY) LTD				REG NO: 527
2. Full forenames					
3. Former surname and forenames					
4. Identity number or, if not, available, date of birth	Year	Month	Day		
5. (a) Date of appointment	06/11/2018				
(b) Designation	SECRETARY				
6. Address of registered office, and registration number if officer is a corporate body	SAGE SECRETARIAL SERVICES (PTY) LTD, 61 BISMARCK STREET				
7. Residential address	61 BISMARCK STREET WINDHOEK NAMIBIA				
8. Business address	61 BISMARCK STREET WINDHOEK NAMIBIA				
9. Postal address	P.O. BOX 2184 WINDHOEK NAMIBIA				
10. Nationality (If not Namibian)					
11. Occupation					
12. Resident in Namibia (Yes or No)	YES				
13. Nature of change in 1 to 6 above and date	NEW APPOINTMENT				06/11/2018

FOR KEY TO PARTICULARS, SEE ABOVE

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