


# **Appendix A: Public Consultation Documents**

- 1. Newspaper adverts**
- 2. Consultation Register**
- 3. Questionnaire**
- 4. Communiques**



# Classifieds

• T: 061 24 6136 • C: 081 895 8296 • E: mandy@confidentenamibia.com



**NOTICE OF ENVIRONMENTAL IMPACT ASSESSMENT AND PUBLIC PARTICIPATION PROCESS: SUBDIVISION OF CONSOLIDATED ERX (INCORPORATED ERX; ERVEN 1220/REM AND 1229) INTO 57 ERVEN AND REMAINDER, RUNDU EXTENSION 3 IN RUNDU, KAVANGO EAST REGION-NAMIBIA.**

D & P Engineers and Environmental Consultants hereby gives notice to all potential interested and Affected Parties (I&APs), that an application for Environmental Clearance certificate will be made to the Environmental Commissioner in terms of the Environmental Management Act (No. 7 of 2007) as follows:



**Proponent:** Rundu Town Council.  
**Environmental Assessment Practitioner:** D&P Engineers and Environmental Consultants.

**Project Description:** The proponent intends to establish a township (Rundu extension 3).  
**Project Location:** The proposed development is sited between Rundu Police Station(West) and Ngeandu river lodge (East), accessed directly from Usiw Road, in Rundu Town -Kavango East Region-Namibia

**Public participation process:** Interested and affected parties are hereby notified that a public participation meeting will be held on Tuesday 11 May 2021 at Rundu Trade Fair Centre, Time: 14:30 PM. The participation and commenting period is effective until 31 May 2021.

To register or request for documents submit your details in writing to the Environmental Consultant or alternatively fill the online form, link and contact details given:  
<https://forms.gle/1x69CtNS692S1mo1A>

**D&P Engineers and environmental consultants Environmental Consultant:** Tendai E. Kasinjaneti  
 Phone: +264813634904  
 Fax: +264 61 255 207  
 Email: [tkasinjaneti@dpe.com.na](mailto:tkasinjaneti@dpe.com.na)

**NOTICE OF ENVIRONMENTAL IMPACT ASSESSMENT AND PUBLIC PARTICIPATION PROCESS: PROPOSED SAND MINING ACTIVITIES ON PORTIONS OF RUNDU FLOOD PLAINS, ALONG THE KAVANGO RIVER-RUNDU, KAVANGO EAST REGION-NAMIBIA.**

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**Project Description:** The proponent intends to formalise sand mining and abstraction activities at Rundu flood plains, along the Kavango River.

**Project Location:** The Rundu floodplains are located along the Northern boundary of Rundu Town along the Kavango River, and the proposed sand mining sites are located to the East of Rundu Beach in Rundu - Kavango East Region-Namibia

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**Environmental Assessment Practitioner:** D&P Engineers and Environmental Consultants.


**Project Description:** The proponent intends to construct and operate Base Transceiver Station (BTS) Tower.

**Project Location:** The proposed tower is to be erected at Telecom Namibia Tamariskia storage warehouse situated adjacent to Union Tiles Swakopmund, along the C34 Herites Bay Road in Swakopmund, Erongo Region-Namibia

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**NOTICE OF ENVIRONMENTAL MANAGEMENT PLAN DEVELOPMENT AND PUBLIC PARTICIPATION PROCESS: THE PROPOSED UPGRADE AND REHABILITATION OF THE B0250 HOMS RIVER BRIDGE (WARMBAD) IN //KARAS REGION-NAMIBIA.**

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**Environmental Assessment Practitioner:** EnviroPlan consulting cc.


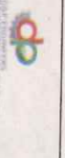
**Project Description:** The proponent intends to rehabilitate the Homs river bridge.

**Project Location:** The proposed project is located in Warmbad Settlement at the Homs River crossing, in the //Karas Region -Namibia

**Public participation process:** Interested and affected parties are hereby notified that a public participation meeting will be held on Thursday 06 May 2021 at Freedom Tree in Warmbad West, Time: 10:00 AM. The participation and commenting period is effective until 31 May 2021.

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**NOTICE OF ENVIRONMENTAL IMPACT ASSESSMENT AND PUBLIC PARTICIPATION PROCESS FOR THE DEVELOPMENT OF A 20MW SOLAR PHOTOVOLTAIC (PV) POWER PLANT AT KHAN SUBSTATION IN USAKOS, ERONGO REGION-NAMIBIA.**

D & P Engineers and Environmental Consultants hereby gives notice to all potential interested and Affected Parties (I&APs), that an application for Environmental Clearance certificate will be made to the Environmental Commissioner in terms of the Environmental Management Act (No. 7 of 2007) as follows:

**Proponent:** Access Aussevkyer-Namibia.  
**Environmental Assessment Practitioner:** D&P Engineers and Environmental Consultants.

**Project Description:** The proponent intends to construct and operate a 20 MW PV power plant and 7km electricity transmission line connecting to the Nampower Khan Substation.



**Project Location:** The development is to be conducted on a 100 hectare land portion in Usakos, Erongo Region-Namibia. The exact project area coordinates are as follows:

A) 22°05'58.1"S / 15°15'05.4"E      b) 22°08'17.5"S / 15°17'14.7"E  
 c) 22°07'43.8"S / 15°18'30.3"E      d) 22°05'31.6"S / 15°18'11.5"E

**Public participation process:** Interested and affected parties are hereby notified that a public participation meeting will be held on Friday 14 May 2021 at Namibionrein Farm No. 91, Time: 11:00 AM. The participation and commenting period is effective until 31 May 2021.

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**NOTICE OF ENVIRONMENTAL IMPACT ASSESSMENT AND PUBLIC PARTICIPATION PROCESS: THE SUBDIVISION, PERMANENT CLOSURE, REZONING AND CONSOLIDATION OF ERVEN 476, 467, 201 AND 202 IN SAUVERMWA -RUNDU, KAVANGO EAST REGION-NAMIBIA.**

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**Proponent:** Rundu Town Council.  
**Environmental Assessment Practitioner:** D&P Engineers and Environmental Consultants.


**Project Description:** The proponent intends to subdivide a large parcel of land, and this includes closure of public open space, consolidation and rezoning of even.

**Project Location:** The proposed project is located in Sauvermwa extension 1, covering areas around the Rundu visually impaired Centre, in Rundu - Kavango East Region-Namibia

**Public participation process:** Interested and affected parties are hereby notified that a public participation meeting will be held on Monday 10<sup>th</sup> of May 2021 at Rundu Visually Impaired Centre, Time: 14:30 PM. The participation and commenting period is effective until 31 May 2021.

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**Penonimulu Butchery**  
 MEAT | CHICKEN | FISH

**610 EKSTEL /SHOVERLLER STREET, KHOMASDAL EXT 11 (ADJACENT TO THE PRIME-OLD 067 BAR)**

	<b>97</b> per kg
	<b>89</b> per kg
	<b>65</b> per kg
	<b>82</b> per kg
	<b>30</b> per kg
	<b>65</b> per kg
	<b>70</b> per kg

+264 81 721 5099

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**Environmental Assessment Practitioner:** D&P Engineers and Environmental Consultants.



**Project Description:** The proponent intends to establish a township (Rundu extension 3).

**Project Location:** The proposed development is sited between Rundu Police Station(West) and Ngandu river lodge (East), accessed directly from Usui Road, in Rundu Town -Kavango East Region-Nambibia

**Public participation process:** Interested and affected parties are hereby notified that a public participation meeting will be held on Tuesday 11 May 2021 at Rundu Trade Fair Centre Time: 14:30 PM. The participation and commenting period is effective until 31 May 2021.

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**Project Description:** The proponent intends to formalise sand mining and abstraction activities at Rundu flood plains, along the Kavango River.

**Project Location:** The Rundu floodplains are located along the Northern boundary of Rundu Town along the Kavango River, and the proposed sand mining sites are located to the East of Rundu Beach in Rundu - Kavango East Region-Nambibia

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**Project Description:** The proponent intends to rehabilitate the Homs river bridge.

**Project Location:** The proposed project is located in Warmbad settlement at the Homs River crossing, in the //Karas Region -Nambibia

**Public participation process:** Interested and affected parties are hereby notified that a public participation meeting will be held on Thursday 06 May 2021 at Freedom Tree in Warmbad West. Time: 10:00 AM. The participation and commenting period is effective until 31 May 2021.

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**NOTICE OF ENVIRONMENTAL IMPACT ASSESSMENT AND PUBLIC PARTICIPATION PROCESS FOR THE PROPOSED TELECOMMUNICATION BASE TRANSCIVER STATION (BTS) TOWER IN TAMARISKIA SWAKOPMUND, ERONGO REGION-NAMBIBIA.**

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**Project Description:** The proponent intends to construct and operate Base Transceiver Station (BTS) Tower.

**Project Location:** The proposed tower is to be erected at Telecom Namibia Tamariskia storage warehouse situated adjacent to Union Tiles Swakopmund, along the C34 Herites Bay Road in Swakopmund, Erongo Region-Nambibia

**Public participation process:** Interested and affected parties are hereby notified that a public participation meeting will be held on Saturday 15 May 2021 at Atlantic Villa Guesthouse conference facility, Time: 09:30 AM. The participation and commenting period is effective until 31 May 2021.

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**Penonunta Butchery**  
 MEAT | CHICKEN | FISH

C/O EASTEL/SHOWERLLER STREET,  
 KHOMASDAL EXT 11  
 (ADJACENT TO THE  
 PRIME-OLD 067 BAR)

	<b>N\$ 97</b> per 1kg
	<b>N\$ 89</b> per 1kg
	<b>N\$ 65</b> per 1kg
	<b>N\$ 82</b> per 1kg
	<b>N\$ 30</b> per 1kg
	<b>N\$ 65</b> per 1kg
	<b>N\$ 70</b> per 1kg

+264 81 721 5099



# CLASSIFIEDS

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**Notice**

Legal Notice

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**ADVERTISE HERE CONTACT 061-2080844**

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**Project Location:** The proposed project is located in Warmbad Settlement at the Homs River crossing, in the //Karas Region -Namibia

**Public participation process:** Interested and affected parties are hereby notified that a public participation meeting will be held on Thursday 06 May 2021 at Freedom Tree in Warmbad West. Time: 10:00 AM. **The participation and commenting period is effective until 31 May 2021.**

To register or request for documents submit your details in writing to the Environmental Consultant or alternatively fill the online form, link and contact details given; <https://forms.gle/9eGScE4D7M19LtycA>

**EnviroPlan Consulting cc**  
**Consultant:** Tendai E. Kasinganeti  
**Phone:** +264813634904  
**Fax:** +264 61 255 207  
**Email:** [ekasinganeti@gmail.com](mailto:ekasinganeti@gmail.com)

**NOTICE OF ENVIRONMENTAL IMPACT ASSESSMENT AND PUBLIC PARTICIPATION PROCESS: THE SUBDIVISION, PERMANENT CLOSURE, REZONING AND CONSOLIDATION OF ERVEN 476, 467, 201 AND 202 IN SAUYEMWA -RUNDU, KAVANGO EAST REGION-NAMIBIA.**

D & P Engineers and Environmental Consultants hereby gives notice to all potential Interested and Affected Parties (I&APs), that an application for Environmental Clearance certificate will be made to the Environmental Commissioner in terms of the Environmental Management Act (No. 7 of 2007) as follows;

**Proponent:** Rundu Town Council.  
**Environmental Assessment Practitioner:** D&P Engineers and Environmental Consultants.


**Project Description:** The proponent intends to subdivide a large parcel of land, and this includes closure of public open space, consolidation and rezoning of erven.

**Project Location:** The proposed project is located in Sauyemwa extension 1, covering areas around the Rundu visually Impaired Centre, in Rundu - Kavango East Region-Namibia

**Public participation process:** Interested and affected parties are hereby notified that a public participation meeting will be held on Monday 10<sup>th</sup> of May 2021 at Rundu Visually Impaired Centre, Time: 14:30 PM. **The participation and commenting period is effective until 31 May 2021.**

To register or request for documents submit your details in writing to the Environmental Consultant or alternatively fill the online form, link and contact details given; <https://forms.gle/14SFZZfuoSXEb5H8>

**D&P Engineers and environmental consultants**  
**Environmental Consultant:**  
Tendai E. Kasinganeti  
**Phone:** +264813634904  
**Fax:** +264 61 255 207  
**Email:** [tkasinganeti@dpe.com.na](mailto:tkasinganeti@dpe.com.na)



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REPUBLIC OF NAMIBIA  
**MINISTRY OF INDUSTRIALISATION & TRADE LIQUOR ACT, 1998 NOTICE OF APPLICATION TO A COMMITTEE IN TERMS OF THE LIQUOR ACT, 1998**

(regulations 14, 26 & 33)  
Notice is given that an application in terms of the Liquor Act, 1998, particulars of which appear below, will be made to the Regional Liquor Licensing Committee, Region: **ZAMBEZI**

- Name and postal address of applicant:  
**MATONGO FRANCO MUFALO PO BOX 2178, NGWEZE**
- Name of business or proposed Business to which applicant relates  
**HARD SUGAR SHEBEEN**
- Address/Location of premises to which Application relates:  
**NEW COWBOY COMPOUND, ERF 5005**
- Nature and details of application:  
**SHEBEEN LIQUOR LICENCE**
- Clerk of the court with whom Application will be lodged:  
**KATIMA MULILO MAGISTRATE**
- Date on which application will be Lodged:  
**27 APRIL 2021**
- Date of meeting of Committee at Which application will be heard:  
**12 MAY 2021**

Any objection or written submission in terms of section 28 of the Act in relation to the applicant must be sent or delivered to the Secretary of the Committee to reach the Secretary not less than 21 days before the date of the meeting of the Committee at which the application will be heard.

REPUBLIC OF NAMIBIA  
**MINISTRY OF INDUSTRIALISATION & TRADE LIQUOR ACT, 1998 NOTICE OF APPLICATION TO A COMMITTEE IN TERMS OF THE LIQUOR ACT, 1998**

(regulations 14, 26 & 33)  
Notice is given that an application in terms of the Liquor Act, 1998, particulars of which appear below, will be made to the Regional Liquor Licensing Committee, Region: **ZAMBEZI**

- Name and postal address of applicant:  
**AMUTOKO JEROBEAM PO BOX 1086, NGWEZE**
- Name of business or proposed Business to which applicant relates  
**OMBULWA BAR**
- Address/Location of premises to which Application relates:  
**ERF NO. 889, MALENA STREET, KATIMA MULILO**
- Nature and details of application:  
**NIGHT CLUB SPECIAL LIQUOR LICENCE**
- Clerk of the court with whom Application will be lodged:  
**KATIMA MULILO MAGISTRATE COURT**
- Date on which application will be Lodged:  
**28 APRIL 2021**
- Date of meeting of Committee at Which application will be heard:  
**12 MAY 2021**

Any objection or written submission in terms of section 28 of the Act in relation to the applicant must be sent or delivered to the Secretary of the Committee to reach the Secretary not less than 21 days before the date of the meeting of the Committee at which the application will be heard.

REPUBLIC OF NAMIBIA  
**MINISTRY OF INDUSTRIALISATION & TRADE LIQUOR ACT, 1998 NOTICE OF APPLICATION TO A COMMITTEE IN TERMS OF THE LIQUOR ACT, 1998**

(regulations 14, 26 & 33)  
Notice is given that an application in terms of the Liquor Act, 1998, particulars of which appear below, will be made to the Regional Liquor Licensing Committee, Region: **ZAMBEZI**

- Name and postal address of applicant:  
**JOSEPH V. ISMAEL PO BOX 1350, NGWEZE**
- Name of business or proposed Business to which applicant relates  
**TONA SHEBEEN**
- Address/Location of premises to which Application relates:  
**CHOTO COMPOUND, DR. SAM NUYOMA DRIVE, ERF NO.98 KATIMA MULILO**
- Nature and details of application:  
**SHEBEEN LIQUOR LICENCE**
- Clerk of the court with whom Application will be lodged:  
**KATIMA MULILO MAGISTRATE COURT**
- Date on which application will be Lodged:  
**28 APRIL 2021**
- Date of meeting of Committee at Which application will be heard:  
**12 MAY 2021**

Any objection or written submission in terms of section 28 of the Act in relation to the applicant must be sent or delivered to the Secretary of the Committee to reach the Secretary not less than 21 days before the date of the meeting of the Committee at which the application will be heard.

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**NOTICE OF ENVIRONMENTAL IMPACT ASSESSMENT AND PUBLIC PARTICIPATION PROCESS FOR THE DEVELOPMENT OF A 20MW SOLAR PHOTOVOLTAIC (PV) POWER PLANT AT KHAN SUBSTATION IN USAKOS, ERONGO REGION-NAMIBIA.**

D & P Engineers and Environmental Consultants hereby gives notice to all potential Interested and Affected Parties (I&APs), that an application for Environmental Clearance certificate will be made to the Environmental Commissioner in terms of the Environmental Management Act (No. 7 of 2007) as follows;

**Proponent:** Access Aussenkjer Namibia.  
**Environmental Assessment Practitioner:** D&P Engineers and Environmental Consultants.

**Project Description:** The proponent intends to construct and operate a 20 MW PV power plant and 7km electricity transmission line connecting to the Nampower Khan Substation.

**Project Location:** The development is to be conducted on a 100 hectare land portion in Usakos, Erongo Region-Namibia. The exact project area coordinates are as follows:

a) 22°05'58.1"S / 15°15'05.4"E      b) 22°08'17.5"S / 15°17'14.7"E  
c) 22°07'43.8"S / 15°18'30.3"E      d) 22°05'31.6"S / 15°18'11.5"E

**Public participation process:** Interested and affected parties are hereby notified that a public participation meeting will be held on Friday 14 May 2021 at Namibfontein Farm No. 91, Time: 11:00 AM. **The participation and commenting period is effective until 31 May 2021.**

To register or request for documents submit your details in writing to the Environmental Consultant or alternatively fill the online form, link and contact details given; <https://forms.gle/bjEPWmxCVCgtU6iu6>



AUSSENKJER ENERGY INVESTMENT (PTY) LTD



**D&P Engineers and environmental consultants Environmental Consultant:**  
Tendai E. Kasinganeti  
Phone: +264813634904  
Fax: +264 61 255 207  
Email: [tkasinganeti@dpe.com.na](mailto:tkasinganeti@dpe.com.na)



**NOTICE OF ENVIRONMENTAL IMPACT ASSESSMENT AND PUBLIC PARTICIPATION PROCESS: SUBDIVISION OF CONSOLIDATED ERF X (INCORPORATED ERF X; ERVEN 1220/ REM AND 1229) INTO 57 ERVEN AND REMAINDER, RUNDU EXTENSION 3 IN RUNDU, KAVANGO EAST REGION-NAMIBIA.**

D & P Engineers and Environmental Consultants hereby gives notice to all potential Interested and Affected Parties (I&APs), that an application for Environmental Clearance certificate will be made to the Environmental Commissioner in terms of the Environmental Management Act (No. 7 of 2007) as follows;

**Proponent:** Rundu Town Council.  
**Environmental Assessment Practitioner:** D&P Engineers and Environmental Consultants.

**Project Description:** The proponent intends to establish a township (Rundu extension 3).

**Project Location:** The proposed development is sited between Rundu Police Station (West) and Ngandu river lodge (East), accessed directly from Usivi Road, in Rundu Town -Kavango East Region-Namibia

**Public participation process:** Interested and affected parties are hereby notified that a public participation meeting will be held on Tuesday 11 May 2021 at Rundu Trade Fair Centre, Time: 14:30 PM. **The participation and commenting period is effective until 31 May 2021.**

To register or request for documents submit your details in writing to the Environmental Consultant or alternatively fill the online form, link and contact details given; <https://forms.gle/LzGaCTnSC625Lmq1A>

**D&P Engineers and environmental consultants Environmental Consultant:**  
Tendai E. Kasinganeti  
Phone: +264813634904  
Fax: +264 61 255 207  
Email: [tkasinganeti@dpe.com.na](mailto:tkasinganeti@dpe.com.na)



**NOTICE OF ENVIRONMENTAL IMPACT ASSESSMENT AND PUBLIC PARTICIPATION PROCESS: PROPOSED SAND MINING ACTIVITIES ON PORTIONS OF RUNDU FLOOD PLAINS, ALONG THE KAVANGO RIVER-RUNDU, KAVANGO EAST REGION-NAMIBIA.**

D & P Engineers and Environmental Consultants hereby gives notice to all potential Interested and Affected Parties (I&APs), that an application for Environmental Clearance certificate will be made to the Environmental Commissioner in terms of the Environmental Management Act (No. 7 of 2007) as follows;

**Proponent:** Rundu Town Council.  
**Environmental Assessment Practitioner:** D&P Engineers and Environmental Consultants.

**Project Description:** The proponent intends to formalise sand mining and abstraction activities at Rundu flood plains, along the Kavango River.

**Project Location:** The Rundu floodplains are located along the Northern boundary of Rundu Town along the Kavango River, and the proposed sand mining sites are located to the East of Rundu Beach in Rundu - Kavango East Region-Namibia

**Public participation process:** Interested and affected parties are hereby notified that a public participation meeting will be held on Tuesday 11 May 2021 at Rundu Trade Fair Centre, Time: 10:00 AM. **The participation and commenting period is effective until 31 May 2021.**

To register or request for documents submit your details in writing to the Environmental Consultant or alternatively fill the online form, link and contact details given; <https://forms.gle/7c4d46SymoKENE5P8>

**D&P Engineers and environmental consultants Environmental Consultant:**  
Tendai E. Kasinganeti  
Phone: +264813634904  
Fax: +264 61 255 207  
Email: [tkasinganeti@dpe.com.na](mailto:tkasinganeti@dpe.com.na)



**NOTICE OF ENVIRONMENTAL MANAGEMENT PLAN DEVELOPMENT AND PUBLIC PARTICIPATION PROCESS: THE PROPOSED UPGRADE AND REHABILITATION OF THE B0250 HOMS RIVER BRIDGE (WARMBAD) IN //KARAS REGION-NAMIBIA.**

EnviroPlan Consulting cc hereby gives notice to all potential Interested and Affected Parties (I&APs), that an application for Environmental Clearance certificate will be made to the Environmental Commissioner in terms of the Environmental Management Act (No. 7 of 2007) as follows;

**Proponent:** Roads Authority  
**Environmental Assessment Practitioner:** EnviroPlan consulting cc.

**Project Description:** The proponent intends to rehabilitate the Homs river bridge.

**Project Location:** The proposed project is located in Warmbad Settlement at the Homs River crossing, in the //Karas Region -Namibia

**Public participation process:** Interested and affected parties are hereby notified that a public participation meeting will be held on Thursday 06 May 2021 at Freedom Tree in Warmbad West. Time: 10:00 AM. **The participation and commenting period is effective until 31 May 2021.**

To register or request for documents submit your details in writing to the Environmental Consultant or alternatively fill the online form, link and contact details given; <https://forms.gle/9eGScD4M7L9LtycA>

**EnviroPlan Consulting cc Consultant:** Tendai E. Kasinganeti  
Phone: +264813634904  
Fax: +264 61 255 207  
Email: [ekasinganeti@gmail.com](mailto:ekasinganeti@gmail.com)



**NOTICE OF ENVIRONMENTAL IMPACT ASSESSMENT AND PUBLIC PARTICIPATION PROCESS: THE SUBDIVISION, PERMANENT CLOSURE, REZONING AND CONSOLIDATION OF ERVEN 476, 467, 201 AND 202 IN SAUYEMWA -RUNDU, KAVANGO EAST REGION-NAMIBIA.**

D & P Engineers and Environmental Consultants hereby gives notice to all potential Interested and Affected Parties (I&APs), that an application for Environmental Clearance certificate will be made to the Environmental Commissioner in terms of the Environmental Management Act (No. 7 of 2007) as follows;

**Proponent:** Rundu Town Council.  
**Environmental Assessment Practitioner:** D&P Engineers and Environmental Consultants.

**Project Description:** The proponent intends to subdivide a large parcel of land, and this includes closure of public open space, consolidation and rezoning of erven.

**Project Location:** The proposed project is located in Sauyemwa extension 1, covering areas around the Rundu visually Impaired Centre, in Rundu - Kavango East Region-Namibia

**Public participation process:** Interested and affected parties are hereby notified that a public participation meeting will be held on Monday 10<sup>th</sup> of May 2021 at Rundu Visually Impaired Centre, Time: 14:30 PM. **The participation and commenting period is effective until 31 May 2021.**

To register or request for documents submit your details in writing to the Environmental Consultant or alternatively fill the online form, link and contact details given; <https://forms.gle/t4SfZZfuoSXEb5H8>

**D&P Engineers and environmental consultants Environmental Consultant:**  
Tendai E. Kasinganeti  
Phone: +264813634904  
Fax: +264 61 255 207  
Email: [tkasinganeti@dpe.com.na](mailto:tkasinganeti@dpe.com.na)



REPUBLIC OF NAMIBIA  
MINISTRY OF TRADE & INDUSTRY  
LIQUOR ACT, 1998  
NOTICE OF APPLICATION TO A COMMITTEE IN TERMS OF THE LIQUOR ACT, 1998 (regulations 14, 26 & 33)

Notice is given that an application in terms of the Liquor Act, 1998, particulars of which appear below, will be made to the Regional Liquor Licensing Committee, Region: OHANGWENA

1. Name and postal address of applicant, POLLIKARPUS ANDIMA P O BOX 61924
  2. Name of business or proposed Business to which applicant relates HEPOHAMA INVESTMENTS CC
  3. Address/Location of premises to which Application relates: OMAFO NEAR BY HELAO NAFIDI TRADE CENTRE
  4. Nature and details of application: SHEBEEN LIQUOR LICENSE
  5. Clerk of the court with whom Application will be lodged: EENHANA
  6. Date on which application will be Lodged: 23 APRIL 2021
  7. Date of meeting of Committee at which application will be heard: 09 JUNE 2021
- Any objection or written submission in terms of section 28 of the Act in relation to the applicant must be sent or delivered to the Secretary of the Committee to reach the Secretary not less than 21 days before the date of the meeting of the Committee at which the application will be heard.

## Employment

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**25 APRIL 2021 PRINCIPAL,**  
PO BOX 1817 RUNDU  
[aarundupriveschool@gmail.com](mailto:aarundupriveschool@gmail.com)



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### STAKEHOLDERS CONSULTATION REGISTER:

ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENT: THE DEVELOPMENT OF A 20MW SOLAR PHOTOVOLTAIC (PV) POWER PLANT AT KHAN SUBSTATION IN USAKOS, ERONGO REGION-

NAMIBIA

VENUE: Farm Namibfontein

TIME: 11:00 AM

DATE: Friday 14 May 2021

NAME	Organisation/ Location	PHONE NUMBER	SIGNATURE
TIRONENI KHALUMI	ACCES AJISENEN	+264(0)1226697	
CORDEL SWART	ALIBSY	081 611 1131	
TAMAM IREYEMBA	NAMIBFONTAIN	0815581230	
TENDRI E. ISONGANDI	DPE	0813 634 904	
Chido Mushauwaga		0816247468	
Vera Snaats	Community	—	
Imoteus Daures	Community	0815634964	





# REGISTRATION AND COMMENTS FORM

ENVIRONMENTAL AND SOCIAL MANAGEMENT PLAN: THE DEVELOPMENT OF A 20MW SOLAR PHOTOVOLTAIC (PV) POWER PLANT AT KHAN SUBSTATION IN USAKOS, ERONGO REGION-NAMIBIA

KINDLY COMPLETE THIS FORM IN DETAIL AND RETURN TO:

D&P Engineers and environmental consultants  
Environmental Consultant: Tendai E. Kasinganeti  
Phone: +264813634904  
Fax: +264 61 255 207  
Email: [tkasinganeti@dpe.com.na](mailto:tkasinganeti@dpe.com.na)

## PERSONAL DETAILS

Name & Surname... NamPower .....  
Postal Address..... P.O. Box 2864 ..... Email Ben.Mingeli@nampower.com.na .....  
Town..... Windhoek .....

### What is your main area of interest regarding the proposed developments?

The impact of the proposed development on the following aspects:  
1. Vegetations especially endangered/protected plant and trees species;  
2. Visual assessment;  
3. Traffic assessment, and  
4. Socio-economic impact on communities surrounding the project site

### Do you have any points of concern or support regarding the proposed projects? If "yes", please briefly list these in point format:

 YES / NO

1. No workers should be accommodated on the project site  
2. Restrict access to area surround the site (i.e Farm surrounding the site)  
3. Make provision for ablution and sewerage facility during the construction phase

### Do you wish this project to proceed?

 YES / NO

*Ben Mingeli*  
STAMP/SIGNATURE

**Subject:** RE: 20 MW PV Station at Khan Substation EIA  
**Date:** Tuesday, May 18, 2021 at 9:39:19 AM Central Africa Time  
**From:** MULLER Sandra (ORANO)  
**To:** Tendai E. Kasinganeti  
**Attachments:** image002.png

Dear Tendai

Could you please send me the BID?

Regards  
Sandra

---

**From:** Tendai E. Kasinganeti <tkasinganeti@dpe.com.na>  
**Sent:** Monday, May 3, 2021 9:25 AM  
**To:** MULLER Sandra (ORN-MN) <sandra.muller@areva.com>  
**Cc:** 'Tironenn Kauluma' <tironen@yahoo.com>; tdavid@dpe.com.na  
**Subject:** Re: 20 MW PV Station at Khan Substation EIA

Dear Ms Muller

Thank you for registering as an Interested and Affected party to this project, and we have registered you in this project.

We will be sharing the BID soon and you will received it within this week.

I would like to confirm whether you will be attending the public meeting?

Regards

Tendai

--

**Tendai E. Kasinganeti (EAP) |Environmental Assessment Practitioner and Consultant|**



D&P ENGINEERS  
AND ENVIRONMENTAL CONSULTANTS

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Tell: +264 61 302 672 Fax: +264 61 255 207

Cell: +264 81 3634904

E-mail: [tkasinganeti@dpe.com.na](mailto:tkasinganeti@dpe.com.na) (Company)

E-mail: [ekasinganeti@gmail.com](mailto:ekasinganeti@gmail.com) (Personal)

---

**From:** "MULLER Sandra (ORANO)" <[sandra.muller@orano.group](mailto:sandra.muller@orano.group)>

**Date:** Tuesday, April 27, 2021 at 10:13 AM

**To:** "tkasinganeti@dpe.com.na" <[tkasinganeti@dpe.com.na](mailto:tkasinganeti@dpe.com.na)>

**Subject:** 20 MW PV Station at Khan Substation EIA

Dear Mr Kasinganeti

Could you please register me as an I&AP for this EIA and send me the BID? I have previously been involved in the EIA for the Trekkopje power line in this area and would like to comment on the biodiversity. My address is:

Sandra Muller  
HSE Consultant  
PO Box 1707  
Swakopmund  
Tel 064 415742

**Subject:** ZOMW SOLAR PHOTOVOLTAIC Plant Usakos  
**Date:** Saturday, June 5, 2021 at 6:55:16 PM Central Africa Time  
**From:** Frank Lohnert  
**To:** tkasinganeti@dpe.com.na

Dear Tendai,

Please register undersigned , Namib Botanical Gardens, for the subject project.  
I do understand that the comment period is expired, but i may be able to assist with enviro-concerns, re protected Flora on the subject EIA site.




The subject EIA area is typically rich in a variety of species of indigenous, protected flora.

NBG would therefore be interested to rescue indigenous, protected plant material requiring relocation from your EIA site, when the site is cleared for the proposed project.

NBG would thus be interested to access such plant material for purpose of rescue, relocation and display at he NBG project, and as stock for propagation.

Please send BID and flora report.

Thanks, kind regards,

Frank Lohnert  
Namib Botanical Gardens CC  
 +264 (0) 81 – 129 4770  
 P.O.Box 4494, Vineta, Swakopmund, NAMIBIA  
 [flohnert@iway.na](mailto:flohnert@iway.na)

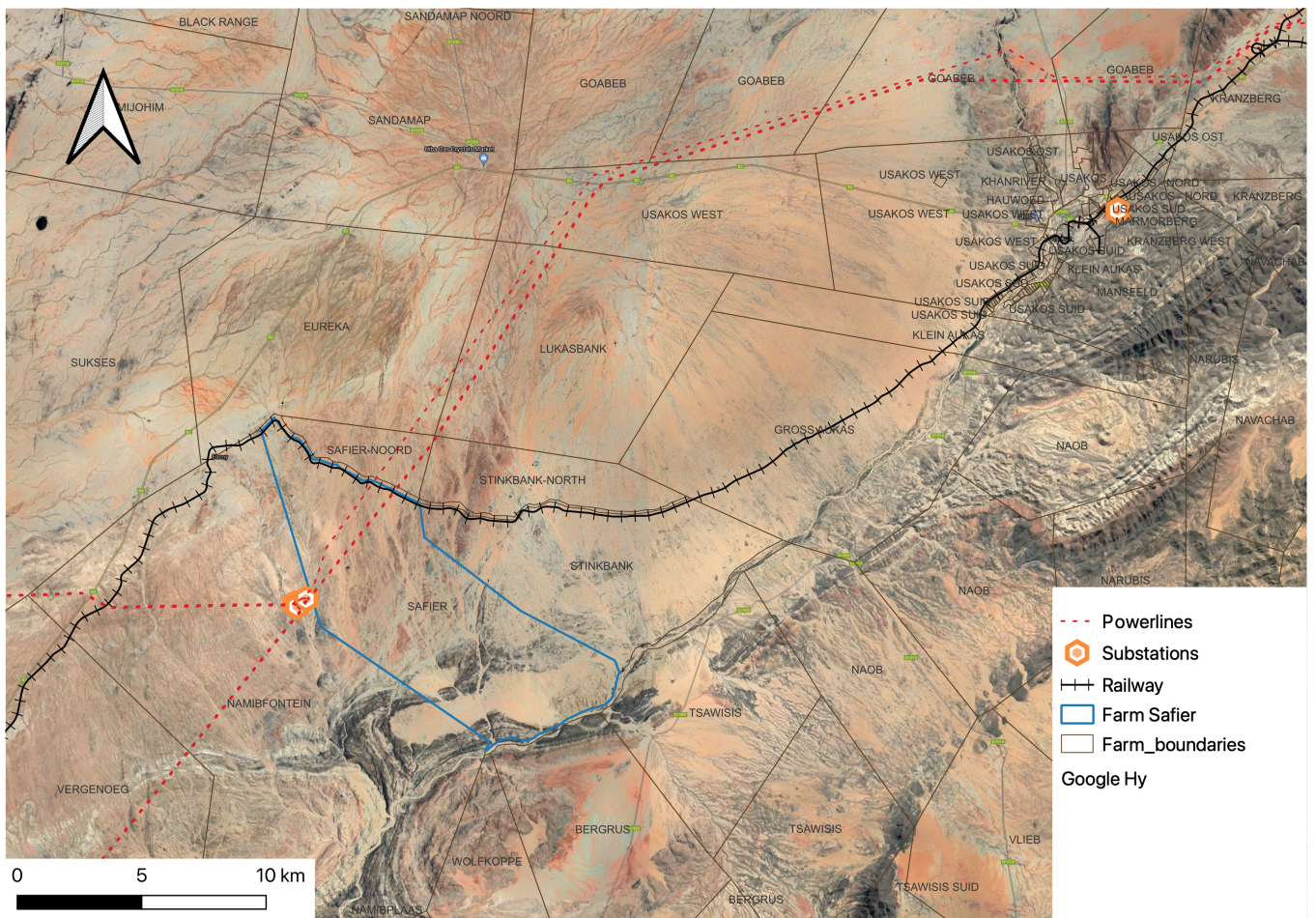


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# **Appendix B:**

# **Maps and Layouts**

- 1. Locality Map**
- 2. Fauna and Flora Study**



Item	Information
<b>1.1 PV Module</b>	
Name of manufacturer	Risen Energy
Manufacturer address	Tashan Industry Zone, Meilin Street, Ninghai, Ningbo, China
Manufacturing experience (years)	34
Capacity installed to date globally (MW)	7265
Production capacity (MW/year)	12600
The manufacturer has supplied the relevant equipment to at least three (3) different projects in the past two (2) years, which have all been financed on a non-recourse basis. (Yes/No)*	Yes
<b>Model</b>	RSM150-8-500BMDG
Installed in at least three (3) commercial plants of similar installed capacity, which have been in successful operation for at least one (1) year (Yes/No)*	YES, please see attached
<b>1.2 PV Module</b>	
Name of manufacturer	JinkoSolar Holding Co., Ltd
Manufacturer address	Jinko Building, #99 Shouyang Road, Jingan District, Shanghai 200072, China.
Manufacturing experience (years)	15
Capacity installed to date globally (MW)	55.4GW (As of end of Q1 2020)
Production capacity (MW/year)	16GW (As of end of Q1 2020))
The manufacturer has supplied the relevant equipment to at least three (3) different projects in the past two (2) years, which have all been financed on a non-recourse basis. (Yes/No)*	Yes
<b>Model</b>	JKM460M-7RL3-TV
Installed in at least three (3) commercial plants of similar installed capacity, which have been	YES, See attached



in successful operation for at least one (1) year (Yes/No)*	
<b>2.1 Module Support and Tracking Structures</b>	
Name of manufacturer	Arctech Solar
Manufacturer address	Address: 19 Xingye Rd., Zhixi Town, Jintan District, Changzhou, Jiangsu, China 213251
Manufacturing experience (years)	20
Capacity installed to date globally (MW)	24000
Production capacity (MW/year)	4000
The manufacturer has supplied the relevant equipment to at least three (3) different projects in the past two (2) years, which have all been financed on a non-recourse basis. (Yes/No)*	Yes
<b>Model</b>	SKYLINE
Installed in at least three (3) commercial plants of similar installed capacity, which have been in successful operation for at least one (1) year (Yes/No)*	Yes
<b>2.2 Module Support and Tracking Structures</b>	
Name of manufacturer	Optimum Tracker
Manufacturer address	Europarc Ste Victoire, Bât 10, Route de Valbrillant, 13590 MEYREUIL
Manufacturing experience (years)	10 Years
Capacity installed to date globally (MW)	More than 170 MW
Production capacity (MW/year)	30 MW
The manufacturer has supplied the relevant equipment to at least three (3) different projects in the past two (2) years, which have all been financed on a non-recourse basis. (Yes/No)*	Yes
<b>Model</b>	O-Track
Installed in at least three (3) commercial plants of similar installed capacity, which have been in successful operation for at least one (1) year (Yes/No)*	YES





<b>2.3 Module Support and Tracking Structures</b>	
Name of manufacturer	STI Norland
Manufacturer address	Av. Sancho el Fuerte, 26 bis, office 1 31008 Pamplona, Navarra (Spain)
Manufacturing experience (years)	24
Capacity installed to date globally (MW)	>3000
Production capacity (MW/year)	1500
The manufacturer has supplied the relevant equipment to at least three (3) different projects in the past two (2) years, which have all been financed on a non-recourse basis. (Yes/No)*	Yes
<b>Model</b>	STI H250
Installed in at least three (3) commercial plants of similar installed capacity, which have been in successful operation for at least one (1) year (Yes/No)*	Yes
<b>3.1 MV Inverter transformers</b>	
Name of manufacturer	TMEIC - Toshiba Mitsubishi-Electric Industrial Systems Corporation (Tokyo)
Manufacturer address	Tokyo Square Garden, 3-1-1 Kyobashi, Chuo-ku, Tokyo 104-0031, Japan
Manufacturing experience (years)	17 Years
Capacity installed to date globally (MW)	More than 2000
Production capacity (MW/year)	2000
The manufacturer has supplied the relevant equipment to at least three (3) different projects in the past two (2) years, which have all been financed on a non-recourse basis. (Yes/No)*	YES, please see attached Solar Project reference list.  Please take note that the Transformer is included in the Inverter stations on the reference list
<b>Model</b>	PVH-L2550E
Installed in at least three (3) commercial plants of similar installed capacity, which have been in successful operation for at least one (1) year (Yes/No)*	YES
<b>3.2 MV Inverter transformers</b>	



Name of manufacturer	Ormazabal Velatia
Manufacturer address	<p><b>Africa Office</b> 1st Floor, N° 7 Glen Eagle Office Park Koorsboom Avenue, Glen Marais, Kempton Park, 1619 Gauteng, South Africa</p> <p><b>Head Office</b> Parque Científico y Tecnológico de Bizkaia, Edf. 104 48170 Zamudio (Bizkaia) España</p>
Manufacturing experience (years)	30 Years
Capacity installed to date globally (MW)	More than 10 000 MW
Production capacity (MW/year)	More than 1 000 MW
The manufacturer has supplied the relevant equipment to at least three (3) different projects in the past two (2) years, which have all been financed on a non-recourse basis. (Yes/No)*	YES
<b>Model</b>	2500
Installed in at least three (3) commercial plants of similar installed capacity, which have been in successful operation for at least one (1) year (Yes/No)*	Yes
<b>3.3 MV Inverter transformers</b>	
Name of manufacturer	Ingeteam or OEM Partner
Manufacturer address	Av. Ciudad de la Innovación, 13, 31621 Sarriguren, Navarra
Manufacturing experience (years)	29
Capacity installed to date globally (MW)	17500
Production capacity (MW/year)	>2000
The manufacturer has supplied the relevant equipment to at least three (3) different projects in the past two (2) years, which have all been financed on a non-recourse basis. (Yes/No)*	Yes
<b>Model</b>	1P1S Dy11 Transformer Type Filled mineral oil transformer Losses: <1% on load and <0,1% empty load



Installed in at least three (3) commercial plants of similar installed capacity, which have been in successful operation for at least one (1) year (Yes/No)*	Yes
<b>4.1 Inverter</b>	
Name of manufacturer	TMEIC - Toshiba Mitsubishi-Electric Industrial Systems Corporation (Tokyo)
Manufacturer address	Tokyo Square Garden, 3-1-1 Kyobashi, Chuo-ku, Tokyo 104-0031, Japan
Manufacturing experience (years)	17
Capacity installed to date globally (MW)	>2000
Production capacity (MW/year)	2000
The manufacturer has supplied the relevant equipment to at least three (3) different projects in the past two (2) years, which have all been financed on a non-recourse basis. (Yes/No)*	Yes
<b>Model</b>	PVH-L2550E
Inverter proposed shall have been in operation in at least three (3) commercial plants of similar AC capacity (not demonstration projects), for at least twelve (12) months and have recorded a technical availability of at least 95% for twelve (12) consecutive months of operation (Yes/No)*	Yes
<b>4.2 Inverter</b>	
Name of manufacturer	Ingeteam
Manufacturer address	Av. Ciudad de la Innovación, 13, 31621 Sarriguren, Navarra
Manufacturing experience (years)	29
Capacity installed to date globally (MW)	17500
Production capacity (MW/year)	2000
The manufacturer has supplied the relevant equipment to at least three (3) different projects in the past two (2) years, which have all been financed on a non-recourse basis. (Yes/No)*	Yes
<b>Model</b>	INGECON SUN 1500TL B578



<p>Inverter proposed shall have been in operation in at least three (3) commercial plants of similar AC capacity (not demonstration projects), for at least twelve (12) months and have recorded a technical availability of at least 95% for twelve (12) consecutive months of operation (Yes/No)*</p>	<p>Yes</p>
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**Fauna and flora study of farm Namib  
Fontein and Farm Safier**

**By**

**Shiwayu Kristian NN**

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## **1.0 Climate**

### **1.1 Regional Setting**

Regionally, Namibia lies within the Southern Hemisphere's anticyclone belt with winds generated from high-pressure systems over the cold Atlantic Ocean generally blowing from a southerly direction. The influence of these winds creates a relatively low-pressure system over the continent due to the convectational uplift of the air being warmed over the land. This results in a pressure gradient that draws the cold southern coastal winds towards the interior of the country (Department of Water Affairs, 2001). However, the spread of moist air only reaches the coastal, northern and central parts of the country. The limited and variable spread of moist air results in coastal fog and relatively high regular precipitation in the northern and central parts of the country with variable and less rainfall around the Usakos. Cycles with unpredictable patterns and with prolonged droughts are the norm (Namibia Meteorological Service, 1998).

### **1.2 Precipitation**

Based on the regional data, the average annual rainfall of the area is between 200 – 300 mm. This wide rainfall variability typifies the rainfall patterns in the west central parts of Namibia. Mean annual gross evaporation ranges between 3200 – 3400 mm.

### **1.3 Temperature**

The area has a desert climate prevailing. The daytime temperature is warm to hot, while it can also be cold at night. The average annual temperature is 26° degrees. It is dry for 265 days a year with an average humidity of 35% and an UV-index of 5. The general local project area has the following three temperatures related seasons:

- A dry and relatively cool season from April to August with average daytime highs of 23°C and virtually no rainfall during this period;
- A hot and dry season from September to December with minimal and variable rainfall falling (<20mm per month) and average daytime highs of 30°C, which regularly exceed 40°C, and;
- A hot and dry season from September to December with minimal and variable rainfall falling (50mm per month falling during this period (although this is extremely variable) and average high temperatures of 29°C.



## 1.4 Wind Patterns

The prevailing winds in the general area, seems to be dominated by winds from the east, south eastern and southwest quadrants. Locally, the situation may be different due various influences including topographic surroundings effects and structures. Seasonal variations in the wind fields are presented by the regional average wind data for January, April, July and October. An increase in the north to north-easterly winds during summer (January) and autumn (April) is likely. Winter months may be characterised by the highest frequency of these north-eastern winds. Generally, the southerly and south-westerly winds that are prevalent in this part of Namibia and may reach a maximum speed of 30.6 m/s particularly during the dry summer periods. During the rainy season, winds are much more variable, typically with low average velocities. Low clouds and dust storms sometimes affect the visibility but the influence is limited to fewer than five hours or even minute.

## 2.0 Habitats and Vegetation

The likely temporal and long-term impacts and influences of the proposed project will largely be localized and will depend on the susceptibility of the local flora and fauna. Such local condition will include the type, density and conservation status of the concerned species with respect to actual project sites likely to be affected. Generally, plant species are sources of food and shelter to a variety of birds and animals. The size of the habitat area that might be impacted and the conservation status of affected species are important in the assessment process. The local area is pristine and it's suited on the outskirts of Usakos.

Soils on the study area are shallow, containing pebbles and depositions. There are deposits in the gorges and in the lee of mountains, while colluvium has been deposited at the base of hills and mountains. Alluvial, silty sands and gravel are deposited in the drainage lines. The vegetation study area is characterized by sparsely scattered dwarf shrubs and ephemeral grasslands on the plains, undulating hills and mountains and sparse riparian woodland along the River. In summary, *Vachelia reficiens* (red umbrella thorn) and *Boscia foetida* are the dominant perennial plant species on the plains. While *Commiphora glaucescens* and *Boscia foetida* are characteristic perennial plants on hillsides. The trees, *Faidherbia albida*, and *Acacia reficiens* (red umbrella thorn) are common in drainage lines.

### 3.0 Habitat categorization

There are 2 farms where the solar panel will be build. This is farm Namib Fontein and farm Safier. From these farms, a total of four plant based habitats were visited for plant identification. The habitat types in the farm areas were:

1. Rocky hillside with loose surface rocks and no soil or soil that is very shallow
2. Open plains with deeper soil and scattered bushes and shrubs. The plains are interrupted with rocky outcrops of varying sizes. It relatively consists of the least vegetation or least species richness.
3. Watercourses that are normally dry but that carry water for very short periods during the rainy season. The watercourses are marked by having more bushes and scattered trees along their length, and the substrate is usually sandy and un-compacted.

The areas where the solar panel will be build is divided into:

1. Farm Namib Fontein
  - a) Rockyhill Namib Fontein
  - b) Watercourse Namib Fontein
  - c) Plain Namib Fontein
2. Farm Safier

Each of these habitats has its own distinctive food, shelter and refuge characteristics, but each harbors almost the same faunal component. Compared to rocky hillsides and watercourse habitats, open plains are more widespread and more homogeneous. Therefore, avoidable disturbance in any of the area should be minimized, since they all support taxa of high priority especially Rockyhill and Watercourse Namib Fontein.

**Table 1: Habitat categorization of field work sites**

SAMPLE SITE		HABITATE TYPE	NOTES	Plant Species
Farm Namib Fontein	Rockyhill Namib Fontein	Shrub land: rocky hillsides	Surrounded by undulating plains, hills nearby	<ul style="list-style-type: none"> <li>• <i>Barleria lancifolia</i></li> <li>• <i>Blephoharis</i></li> <li>• <i>Calicorema capitata</i></li> <li>• <i>Commiphora glaucescens</i></li> <li>• <i>Arthroerua leubnitziae</i></li> <li>• <i>Maerua Schinzii Pax</i></li> <li>• <i>Boscia foetida</i></li> </ul>
	Plain Namib Fontein	Scrubland: open plains		<ul style="list-style-type: none"> <li>• <i>Boscia foetida</i></li> <li>• <i>Maerua Schinzii Pax</i></li> <li>• <i>Acacia reficiens</i></li> </ul>
	Watercourse Southern Namib Fontein	Scrubland: watercourses + Hill	Surrounded by undulating plains	<ul style="list-style-type: none"> <li>• <i>Aloe Namibensis</i></li> <li>• <i>Acacia reficiens</i></li> <li>• <i>Faidherbia albida</i></li> <li>• <i>Euphorbia damarana</i></li> <li>• <i>Boscia foetida</i></li> <li>• <i>Arthroerua leubnitziae</i></li> </ul>
Farm Safier		Scrubland: open plains	Open plain area	<ul style="list-style-type: none"> <li>• <i>Boscia foetida</i></li> </ul>

			<ul style="list-style-type: none"> <li>• <i>Commiphora glaucescens</i></li> <li>• <i>Aloidendron dichotomum</i></li> <li>• <i>Euphorbia damarana</i></li> <li>• <i>Aloe Namibensis</i></li> <li>• <i>Acacia reficiens</i></li> <li>• <i>Faidherbia albida</i></li> <li>• <i>Barleria lancifolia</i></li> <li>• <i>Arthroaerua leubnitziae</i></li> </ul>
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**4.0 Biodiversity inventory**

Lists of species identified from the sites and their habitat affiliations, are provided in table 1 and


2. Sources of information for these lists are:



- Relevant excerpts from the National Herbarium of Namibia.
- Namibian Biodiversity Database.
- Use of Identification Books.





## 5.0 Flora



11 species of plants were identified from the study area. Their endemism are tentatively recorded in the table below and their legal status.

**Table 2: list of species identified from the study area.**



No.	Scientific Name	Common Name	Endemism	Legal Status	Photo Description
1	<i>Barleria lancifolia</i>	Butterfly barleria	Southern Africa	Not protected	



2	<i>Calicorema capitata</i>	Grey desert bush	Near-endemic.	Not protected	
3	<i>Commiphora glaucescens</i>	Blue-leaved corkwood	Namibian Near-endemic	Not Protected	

4	<i>Maerua Schinzii</i> <i>Pax</i>	Ringwood tree	Southwestern African endemic	Protected: Forest Act, Protected Plant Species		
4	<i>Vachellia</i> <i>reficiens</i>	Red-thorn	Afro-arid Disjunct	Not protected		

6	<i>Faidherbia albida</i>	Ana Tree	Sub-Saharan Africa	Protected: Forest Act, Protected Plant Species	
7	<i>Euphorbia damarana</i>	Damara Euphorbia	Namibian Endemic	CITES Appendix II	



8	<i>Aloidendron dichotomum</i>	Quiver Tree	Southwestern African endemic	Protected: Nature Conservation Ordinance, Schedule 9, Protected Plant. Forest Act, Protected Plant Species. CITES Appendix II	
9	<i>Aloe Namibensis</i>		Namibian Endemic	Protected: Nature Conservation Ordinance, Schedule 9	

10	<i>Boscia foetida</i>	Smelly Shepherd's tree	Southern Africa	Not protected	
11	<i>Arthroaerua leubnitziae</i>	Pencil Bush	Namibian Endemic	Not protected	

## **6.0 Translocation of plants**

Transplanting trials of charismatic species of high conservation importance would be a very valuable exercise, enabling the project to demonstrate its commitment to biodiversity conservation. Once the site lay-outs for the extension area are available, affected specimens should be marked and a suitable site for a transplant trial should be selected. Involvement of the National Botanical Research Institute would be essential to obtain permits and relevant expertise.

## **7.0 Recommendations for further work**

Only selected indicator plants should be monitored. This approach could usefully be applied to animals too. Appropriate animal indicator species, such as solifuges which are readily trappable and hold relatively high positions in the food chain, should be identified and monitored.

## **8.0 Evaluate restoration and rehabilitation methods**

Special measures to facilitate the recovery of critical biotopes are required. Rehabilitation practices such as preserving and re-spreading topsoil, seeding and replanting with indigenous species will need to be tested and site-specific protocols developed for particular habitats. Presently very little is known about appropriate practices in this arid environment and setting up trials will be an essential part of the project biodiversity strategy. With regard to biological soil crusts, it will be useful to retain surface soil layers in areas to be newly disturbed. As a first lesson, always return BSC-bearing stones to their original place and orientation, so that the organisms are not killed by being dried out.

# **Appendix C: Land Tenure, Approvals and Licenses**

- 1. Proof of Land Ownership/  
Authorisation for  
development/ Consent for  
Development**

**ACCESS AUSSENKJER SOLAR ONE NAMIBIA (PROPRIETARY) LIMITED**

and

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**NOTARIAL LAND LEASE AGREEMENT**

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## **PARTIES TO THIS AGREEMENT**

The Parties to this Agreement are:

- (1) **ACCESS AUSSENKJER SOLAR ONE NAMIBIA (PROPRIETARY) LIMITED**, registration number 2020/0367, a company incorporated under the laws of Namibia, with its principal place of business at Unit 3, 2<sup>nd</sup> Floor Ausspann Plaza, Ausspanplatz, Windhoek, Namibia (the **"Tenant"**); and
- (2) **HARPIE INVESTMENTS EIGHTEEN CLOSE CORPORATION**, registration number CC/2012/3286, a close corporation incorporated under the laws of Namibia and to be converted into a private company with limited liability under the *Companies Act, 2004*, with its principal place of business at a certain Portion 1 (Safier) of the Farm Stinkbank No. 62, situate in the Registration Division "G", Erongo Region, held by the Company under Deed of Transfer 2946/2013; (the **"Landlord"**);

## **RECORDAL**

The Parties record the following:

- (1) Access Aussenkjer Solar One Namibia (Proprietary) Limited (the **"Tenant"**, as defined hereinafter) has executed a power purchase agreement (**"PPA"**, as defined hereinafter) with Namibia Power Corporation (Proprietary) Limited (**"NamPower"**, as defined hereinafter) on the 16<sup>th</sup> December 2020 with the purpose of establishing a 20 MW photovoltaic power plant (the **"Energy Facility"**, as defined hereinafter) that should be connected to the Khan substation of NamPower.
- (2) Harpie Investments Eighteen Close Corporation (the **"Landlord"**, as defined hereinafter) is the current owner of a certain immovable property (the **"Property"** as defined hereinafter), and the Parties wish to enter into this Agreement in order that the aforesaid Energy Facility may be built on the Property.

## **AGREEMENT**

The Parties hereto agree as follows:

### **1. Definitions and Interpretation**

#### **Definitions**

1.1. In this Agreement, unless the context indicates otherwise: -

- 1.1.1. **"AFSA Rules"** means the arbitration rules of the Arbitration Foundation of Southern Africa in force from time to time;
- 1.1.2. **"Agreement"** means this document and includes the Schedules;
- 1.1.3. **"Approvals"** means all permissions, authorities, permits, licences, certificates, authorisations, registrations, grants, acknowledgements, exemptions, records of decision, consents, sub-divisions, rights of way, accesses, zonings, Environmental Clearance and such other approvals as may be required by Law for the operation of the Energy Facility including any condition of or limitation of such approval;
- 1.1.4. **"Claim"** includes any claim, right, demand or cause of action arising under or recognised

by Law, such as on account of any contract, delict (negligent act or omission, whether resulting in the death or injury of any person or patrimonial loss), strict or vicarious liability, unjustified enrichment or otherwise by operation of Law;

- 1.1.5. **“Commencement Date”** means, notwithstanding the Signature Date, the first month following the beginning of construction.
- 1.1.6. **“Conveyancers”** means any local legal advisor in Namibia who will be selected by the Tenant as required under clause 11 of this Agreement;
- 1.1.7. **“Energy Business”** the business to be operated by the Tenant from the Property and includes, *inter alia*, the development, commissioning and operation of the Energy Facility and the generation, supply and sale of electrical power;
- 1.1.8. **“Energy Facility”** means a photo voltaic solar power generation facility to be constructed, commissioned, operated and maintained on the Property and comprising, *inter alia*, solar panels, all Improvements, plant, machinery, equipment, all associated buildings, structures, roads and other appurtenances together with all required interfaces to be constructed for the safe efficient and timely operation of the facility, including all ancillary equipment (such “ancillary equipment” to include, without limitation, the electricity transformation equipment, metering installation, connection works, transmission or distribution lines and equipment, cables, electricity generating equipment as well as all associated plant and structures used for the safe and efficient installation, operation and maintenance of the Energy Facility);
- 1.1.9. **“Existing Infrastructure”** means any movable or immovable infrastructure, implements, improvements or things found by the Tenant on the Property when taking occupation thereof;
- 1.1.10. **“Improvements”** means any alterations or additions to Existing Infrastructure or new movable or immovable infrastructure, implements, improvements or things of any nature constructed, erected or established by the Tenant on the Property during the Lease Period;
- 1.1.11. **“Landlord”** means Harpie Investments Eighteen Close Corporation, as identified under the heading “Parties to this Agreement” hereinbefore, and includes its Successor- in-Title;
- 1.1.12. **“Lease”** means the lease of the Property by the Landlord to the Tenant in terms of the provisions of this Agreement;
- 1.1.13. **“Lease Period”** means an initial period of 25 (twenty-five) years as from the commercial operation date of the Energy Facility and, if the option in terms of clause 3 is exercised and the lease re-negotiated and extended, also the further period agreed between the Parties;
- 1.1.14. **“Losses, Damages or Costs”** includes, without limitation, any direct, indirect or consequential damages, losses or costs, as does it include loss of profit, business or opportunities or other categories of pure economic losses or damages of whatsoever nature;
- 1.1.15. **“NamPower”** means the Namibia Power Corporation (Proprietary) Limited;
- 1.1.16. **“Parties”** means Harpie Investments Eighteen Close Corporation, Access Aussenkjer Solar One Namibia (Proprietary) Limited, and “Party” means any one of them, as the context

may indicate or require;

- 1.1.17. **“PPA”** means the power purchase agreement executed on the 16<sup>th</sup> December 2020 between the Tenant and NamPower to be the purchaser of generation capacity and electricity generated under the Project;
- 1.1.18. **“Project”** means all the activities related or ancillary to the construction, commissioning and operation of the Energy Facility on the Property for the purposes of the Energy Business;
- 1.1.19. **“Property”** means a certain Portion 1 (Safier) of the Farm Stinkbank No. 62, situate in the Registration Division “G”, Erongo Region, held by the Company under Deed of Transfer 2946/2013 and as further illustrated in Schedule 1;
- 1.1.20. **“Registration Date”** means the date when this Agreement, has been registered in the Deeds Registry;
- 1.1.21. **“Rent”** means the yearly consideration payable by the Tenant to the Landlord for the lease of the Property, as set out in this Agreement;
- 1.1.22. **“Schedules”** means the documents attached to and forming part of this Agreement, being –
- 1.1.22.1. **Schedule 1** – Graphic Depiction of Property;
- 1.1.23. **“Signature Date”** means the date when the last Party hereto has executed and signed this Agreement;
- 1.1.24. **“Successor-in-Title”** means, in relation to each Party, each Party’s, administrators, executors, heirs or legatees, legal successors or substitutes (including, but not limited to, persons taking by novation) and permitted cessionaries or transferees; and
- 1.1.25. **“Tenant”** means, at the Signature Date, Access Aussenkjer Solar One Namibia (Proprietary) Limited as identified under the heading “Definitions and Interpretations” hereinbefore, and includes its Successors-in-Title.

### Interpretation

- 1.2. In this Agreement, unless the context indicates otherwise, a reference to –
- 1.2.1. this Agreement includes any amendment, variation or replacement of hereof;
- 1.2.2. a clause is a reference to a clause of this Agreement;
- 1.2.3. a statute or statutory provision includes any amendment or re-enactment from time to time, as well as any subordinate legislation made thereunder;
- 1.2.4. a person includes such person’s agents, executors, liquidators and permitted cessionaries or transferees;
- 1.2.5. one gender includes all other genders;



- 1.2.6. time is a reference to Namibian time as per the *Namibian Time Act, 1994*, and -
- 1.2.6.1. if a period of time is specified and the period dates from a given day or the day of an act or event, it is to be calculated exclusive of that day and if a period of time is specified as commencing on a given day or the day of an act or event, it is to be calculated inclusive of that day;
  - 1.2.6.2. if the time for performing an obligation under this Agreement expires on a day that is not a business day, time will be extended until the next business day;
  - 1.2.6.3. a reference to a month is a reference to a calendar month;
  - 1.2.6.4. a reference to a day is a reference to any day;
  - 1.2.6.5. a reference to a “**Business Day**” is a reference to any day other than a Sunday or public holiday in Namibia.
- 1.3. Clause headings appear in this Agreement for reference purposes only and shall not be employed in its interpretation.
- 1.4. Any provision of this Agreement imposing a restraint, prohibition, or restriction on the Parties shall be so construed that the Parties are not only bound to comply therewith, but are also obliged to procure that the same restraint, prohibition, or restriction is observed by any third party engaged by, or acting under the authority or with the consent of the Parties.
- 1.5. Where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause only, shall bear the same meaning as ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in this clause 1.
- 1.6. Where a word or phrase is specifically defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.
- 1.7. This Agreement shall be construed in accordance with the laws of Namibia.

## **2. Letting and Hiring**

- 2.1. Subject to the terms and conditions of this Agreement, the Landlord hereby lets the Property to the Tenant, who hereby hires the same from the Landlord.

## **3. Duration, Option and Special Right of Termination**

### **Duration – Initial Lease Period**

- 3.1. The Lease shall commence on the Commencement Date.
- 3.2. The Lease shall continue uninterruptedly for a period of 25 (twenty-five) years following the commercial operation date of the Energy Facility (the “**Initial Lease Period**”).

### **Option – Further Lease Period**

- 3.3. The Tenant shall have an option to renew the Lease for a further period to be agreed between the Parties (the “**Further Lease Period**”), such Further Lease Period commencing on the termination of the Initial Lease Period, provided that the Tenant shall be required to exercise its

option no later than 12 (twelve) months prior to the termination of the Initial Lease Period by giving written notice to the Landlord to that effect.

- 3.4. Following the giving of the option notice by the Tenant in terms of clause 3.3, the Tenant and the Landlord shall endeavour to re-negotiate and finalise their agreement on the initial Rent payable for the Further Lease Period not later than 6 (six) months prior to termination of the Initial Lease Period.

#### Special Rights of Termination

- 3.5. In the event that –

- 3.5.1. the PPA should be cancelled or terminate;
- 3.5.2. the Approvals required from any competent authority for the Tenant to operate the Energy Facility or conduct the Energy Business being suspended, cancelled, revoked or having expired;
- 3.5.3. circumstances should arise at the Property that would render it unsuitable for the operation of the Energy Facility or the conduct of the Energy Business; or
- 3.5.4. the useful productive life of the Energy Facility having been reached,

then the Tenant may terminate this Agreement on 6 (six) days written notice to the Landlord.

#### **4. Nature and Use of Property**

##### Condition of Property

- 4.1. Subject to the express representations and warranties contained in clause 4.6, the Landlord otherwise leases the Property to the Tenant as it is and as the Property is found by the Tenant on taking occupation thereof.

##### Use of Property and Economic Benefit

- 4.2. During the Lease Period, the Tenant may use the Property for its Energy Business and any other lawful purpose determined from time to time by the Tenant.
- 4.3. During the Lease Period, the Landlord shall be obliged to give and allow the Tenant –
- 4.3.1. undisturbed and peaceful possession of the Property; and
  - 4.3.2. the full economic benefit of the use of the Property,

without any further recourse by the Landlord to the Tenant other than being entitled to receive the Rent in terms of the further provisions of clause 5.

##### Occupation and Inventory

- 4.4. The Tenant may take occupation of the Property at the Commencement Date. Within 30 (thirty) days of the Commencement Date, the Tenant may document the condition and all Existing Improvements (if any) on the Property and may provide a written record thereof to the Landlord.

##### State of Property on Return

- 4.5. Upon termination of the Lease, but subject to the further provisions of clause 7.2, the Tenant shall restore possession of the Property to the Landlord in the state the Property is found on such termination date.

#### Representations and Warranties

- 4.6. The Landlord represents and warrants that –

- 4.6.1. the Property is and will during the Lease Period remain zoned for “Special Use” for the use of a solar electric power generation plant, as will entitle the Tenant to conduct its Energy Business thereon;
- 4.6.2. the Property is suitable for the Tenant’s intended constructing and operating a solar power plant thereon;
- 4.6.3. at the Signature Date the Landlord has not given, and between the Signature Date and the Registration Date the Landlord will not give to any third party any option or right to use or acquire the Property;
- 4.6.4. between the Signature Date and the Registration Date, the Landlord is and will remain the sole registered owner of the Property;
- 4.6.5. as at the Signature Date, and between the Signature Date and the Registration Date, the Property is not nor will it be encumbered in any manner as to limit the Tenant’s rights under this Agreement;
- 4.6.6. there are not and there will not be any lease agreements (other than this Agreement with the Tenant), usufructs, rights of habitation, liens or other real rights (whether of use or otherwise, and whether registered or unregistered) on or in respect of the Property in favour of any third party;
- 4.6.7. during the Lease Period, no person (other than the Tenant in terms of this Agreement) has or will have any right to occupy the whole or any part of the Property and the Property is not and will not be occupied by any persons.
- 4.6.8. as at the Signature Date the Landlord will commence the process of zoning the property as per clause **Error! Reference source not found.**

#### 5. Rent

- 5.1. At the Commencement Date, the rent (the “Rent”) to be paid by the Tenant to the Landlord shall be the sum of N\$ 50,000.00 (fifty thousand Namibia Dollar) per year plus value added tax, which shall be payable yearly in advance on the anniversary of the commercial operation date of the Energy Facility until the termination of this Agreement.
- 5.2. The Landlord acknowledges and agrees that the Rent stipulated in clause 5.1 shall constitute the full consideration payable by the Tenant to the Landlord in respect of the initial Lease of the Property during the initial Lease Period, and, during the initial Lease Period, neither the Landlord nor its Successors-in-Title shall have any claim against the Tenant for further or additional rent, compensation or consideration arising from the Tenant’s occupation and use of the Property in terms of this Lease or otherwise (except as recorded and provided for in this agreement).

#### 6. Subletting, Cession and Delegation



Sub-Letting

- 6.1. During the Lease Period, the Tenant may not sub-let the Property or any portion thereof without written approval of the Lessor, which consent shall not be withheld unreasonably.

No Cession or Delegation

- 6.2. The Tenant may not cede or delegate any of its rights or obligations under this Agreement to any third party without having obtained the prior written consent of the Landlord, which shall not be withheld unreasonably.

**7. Existing Infrastructure, Improvements and Maintenance**

- 7.1. During the Lease Period, the Tenant shall be entitled to –
- 7.1.1. conduct the Works and alter the surface of the Property as the Tenant may reasonably require for the purposes of conducting its Energy Business;
  - 7.1.2. make any alterations to or dismantle and dispose of any Existing Infrastructure on the Property; and
  - 7.1.3. erect any Improvements on the Property (as further set out herein), provided that such Improvements shall always be erected in accordance with and subject to any applicable regulatory requirements provided for under the laws of Namibia.
- 7.2. Prior to or upon termination of the Lease, the Tenant may dismantle and remove any and all Improvements made by the Tenant on the Property during the Lease Period.

Maintenance

- 7.3. During the Lease Period, the Tenant shall have no specific maintenance obligations to the Landlord in respect of the Property or the Improvements made thereon.

Amenities

- 7.4. During the Lease Period, the Tenant shall be responsible for the payment of all charges, levies or fees raised by any competent authority in relation to –
- 7.4.1. the basic connection charges; and
  - 7.4.2. the Tenant's consumption, of water on the Property (the "Amenities").
- 7.5. The Parties agree that all municipal or third-party service provider accounts for the Amenities shall, where possible, be opened in the name of and for the sole account of the Tenant.
- 7.6. The Tenant shall not be liable for any further rates and taxes unless such rates and taxes are imposed by Law pursuant to this agreement.

**8. Limitation of Landlord's Liability**

- 8.1. The Landlord shall not be liable to the Tenant in respect of any Claim for, or Losses, Damages or Costs suffered or incurred by the Tenant as a consequence of the Tenant's occupation or use of the Property during the Lease Period, nor shall the Tenant be entitled to claim against the

Landlord any remission of Rent or set-off on account of the aforesaid.

8.2. During Lease Period, the Tenant shall have no Claim against the Landlord in respect of, nor shall the Landlord be liable to the Tenant for any Losses, Damages or Costs suffered or incurred by the Tenant, or the Tenant's officers, agents, employees or guests, nor shall the Tenant have any claim for remission of Rent or set-off against the Landlord on account of –

8.2.1. the Loss or Damage to any property kept by the Tenant on the Property irrespective of the cause of such Losses, Damages or Costs suffered or incurred; or

8.2.2. the death or injury of any person (including, for the avoidance of doubt, the Tenant's officers, agents, employees, visitors, guests or third parties) on the Property.

## **9. Reciprocal Indemnities**

9.1. The Tenant agrees to indemnify, and hereby indemnifies and holds the Landlord harmless against any and all Claims (whether by the Tenant or the Tenant's officers, agents, employees, visitors, guests or any third party) made or held against the Landlord and in respect of which the Landlord's liability has been limited in terms of clause 7.

9.2. The Landlord agrees to indemnify, and hereby indemnifies and holds the Tenant harmless against any and all Claims (whether by the Landlord or third parties) made or held against the Tenant, or Losses, Damages or Costs suffered or incurred by the Tenant on account of the Landlord failing to provide access and use of the property as per clauses 4.2 and 4.3 or failing to pay any taxes or filing any returns for which the Landlord remains liable by Law as owner of the Property.

9.3. The Landlord shall be responsible to obtain any and all approvals for the purposes of the Landlord entering into this Agreement, including, where applicable, approvals from the Minister of Local Government and Housing under the Local Authorities Act, 1995.

## **10. Taxes**

### **Stamp Duties**

10.1. The Tenant shall be responsible to reimburse the Landlord on demand any stamp duties (excluding penalty stamp duties) paid by the Landlord in connection with the execution of this Lease in terms of the Stamp Duties Act, 1993.

### **Value Added Tax**

10.2. It is recorded that the Rent payable by the Tenant to the Landlord is stated exclusive of value added tax, and the Tenant shall be obliged to pay value added tax in accordance with the provisions of the Value Added Tax Act, 2000 to the Landlord.

## **11. Subdivision and Registration of Lease, Servitude**

### **Registration of Lease**

11.1. The Parties agree that this Agreement shall be executed as a notarial lease and shall be registered by the Conveyancers in the Deeds Registry in terms of the provisions of the Deeds Registries Act, 1937 and the Formalities in Respect of Leases of Land Act, 1969.

11.2. The costs of the registration of this Agreement shall be borne by the Tenant.

11.3. For the purposes of clause 11.1, the Parties agree and bind themselves to execute all such documents and to do all such things as the Conveyancers may require from them for the purposes of effecting registration of this Agreement. More specifically, if so required by the Conveyancers, the Parties shall re-execute this Agreement for the purposes of registration in the Deeds Registry, substantially on the same terms and conditions, but pending such registration, this Agreement shall in all respects be valid and binding on and between the Parties.

### Servitudes

11.4. The Landlord agrees to grant the Tenant an appropriate and adequate servitude over his immovable property in order to enable the Tenant to connect its power station and electricity infrastructure to the Khan substation operated by NamPower. If required by the Tenant, the Landlord further agrees to grant the Tenant, at no additional cost to the Tenant, a right of way servitude to the Property. This servitude is to be at least 12 meters wide. All servitudes shall be notarially executed and shall be registered by the Conveyancers against the title deed of the Landlord's property, and the Parties agree and bind themselves to execute all such documents and to do all such things as the Conveyancers may require from them for the purposes of effecting registration of these servitudes.

### **12. Good Faith**

- 12.1. Each Party is to act in good faith towards the other Party including but not limited to being just and faithful in all activities in dealings with the other Party in relation to the Agreement.
- 12.2. The Parties undertake to co-operate and consult with one another in good faith with regard to ensuring the implementation of this Lease and its underlying intent in accordance with the terms and conditions of this Agreement and to support each other in the performance of all such actions and to take all such steps as may be reasonably available to them and necessary for the maintenance and the execution and the implementation of this Agreement.

### **13. Further Special Conditions Pertaining to the Project**

#### Definitions

13.1. In this clause 13.1 (but also where applicable elsewhere in this Agreement) –

- 13.1.1. “**Dispose**” means cede, delegate, transfer or otherwise dispose of a grant or permit or suffer the grant of any legal or equitable interest (either in whole or in part) whether by sale, lease, declaration or creation of a trust or otherwise;
- 13.1.2. “**Transmission Agreement**” means the transmission and use of system agreement between the Tenant and NamPower regulating the electrical connection of the Energy Facility to the Grid;
- 13.1.3. “**Environment**” has the same meaning given to that term under the Environmental Management Act, 2007;
- 13.1.4. “**Environmental Clearance**” has the same meaning given to that term in the Environmental Management Act, 2007;
- 13.1.5. “**Environmental Law**” means all duties, obligations, statutes, regulations, ordinances, bylaws, common law, international law, judicial precedent, administrative orders, directives (including pre directives), compliance notices (including pre compliance notices), Environmental Clearances and any other regulatory tools aimed at, amongst

other things, the protection and management of the Environment and promotion of the health and wellbeing of all persons;

- 13.1.6. **“Financier”** means any financier of the Project as will more fully appear in the Financing Documents including any agent acting on behalf of such financier in relation to the Financing Documents or any entity established at the instance of the Financier for the purpose of holding security pursuant to the Financing Documents;
- 13.1.7. **“Financing Documents”** means any and all loan agreements, notes, bonds, indentures, security agreements, direct agreements, registration or disclosure agreements, export credit agency agreements, guarantees or insurance policies, subordination agreements, mortgages, deeds of trust, credit agreements, inter-creditor agreements, note or bond purchase agreements, hedging agreements, participation agreements and other documents (including international, regional, local facilities agreements, equity bridge loans, service agency agreements, lease agreements, purchase agreements and agency and asset participation agreements) to be entered into by the Tenant relating to, among other things, the financing of the Energy Facility or the Project provided by any financing party, including but not limited to any modifications, supplements, extensions, renewals and replacements of any such financing or refinancing;
- 13.1.8. **“Grid”** means the Namibian national electricity transmission and distribution system;
- 13.1.9. **“Law”** means all statutes, regulations, ordinances, proclamations, by-laws, common law, Environmental Law, international law, judicial precedent, administrative orders, directives, compliance notices, and any judgment, decision, order or rule of any court or tribunal within the relevant jurisdiction, Approvals and any other regulation tools, in each case having the force of law in Namibia;
- 13.1.10. **“Mortgage Bond”** means a mortgage bond hypothecating the Tenant's right, title and interest in and to this Agreement;
- 13.1.11. **“Servitude”** means the servitude to be granted by the Landlord in favour of the Tenant or any nominee of the Tenant in terms of this Agreement;
- 13.1.12. **“Works”** means, inter alia, all works associated with (i) the construction, development, installation, commissioning and operation of the Energy Facility including, where applicable, all Improvements, (ii) the construction of the works necessary to connect the Energy Facility to the Grid including, where applicable, the installation of cables, (iii) any associated infrastructure to be constructed and developed on the Property for the purposes of the Energy Facility and/or the Energy Business, and (iv) the preparation, excavation, construction, installation, repair, replacement and/or maintenance works required by the Tenant in its sole and absolute discretion for the purposes of the Energy Business and/or the Energy Facility, including, where applicable, works relating to any substation, switchyard or control room.

#### Ownership of Equipment

- 13.2. The Parties agree that the Energy Facility shall be and remain the property of the Tenant and shall at all times be regarded as movable property, shall not accede to or become part of the Property, and shall in no event be subject to a landlord hypothec and the Landlord consents to the Energy Facility being pledged, mortgaged or otherwise hypothecated by the Tenant as security to third parties pursuant to the Financing Documents. If, by operation of Law, the Energy Facility should be regarded as having acceded to the Property, the Landlord hereby nonetheless waives any rights to claim such ownership, and the Tenant and its Successors-in-Title shall

continue to hold the contractual right to dismantle the Energy Facility and any part thereof during the currency and upon termination of this Agreement.

Special Obligations of Landlord as to the Energy Facility

13.3. The Landlord shall have the further special obligations:

13.3.1. The Landlord acknowledges that the operation of the Energy Facility necessitates that repair and maintenance work be carried out thereat from time to time. Accordingly, the Landlord agrees to grant Tenant unrestricted access to and the use of the Property at all times for the duration of this Agreement for the purposes of constructing and operating the Energy Facilities and conducting the Energy Business, including incidental use of the Property for those purposes.

13.3.2. The Tenant shall be entitled to:

13.3.2.1. bring and lay and relay underground all cables, pipes, links, earth wires and/or ancillary equipment installed at the Property and, over and across the Property;

13.3.2.2. to cause such audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Energy Facility;

13.3.2.3. build an access road or roads on the Property to the Property;

13.3.2.4. route Grid connection cables underground or across the Property;

13.3.2.5. install workshops at the Property;

13.3.2.6. install switching and measuring gear, transformer stations, maintenance and/or substations or other electrical infrastructure required by the Energy Facility on the Property; and

13.3.2.7. carry out all construction Works necessary for installing and operating the Energy Facility.

13.4. Special Obligations of Tenant as to the Energy Facility

13.4.1. The Tenant shall be responsible at its own expense for the erection, maintenance and operation of the Energy Facility.

13.4.2. Upon termination of this Agreement, the Tenant shall decommission the Energy Facility, remove the same and rehabilitate the Property in accordance with any Approvals and such that the Property are in substantially the same condition as they were prior to the construction of the Energy Facility.

13.5. Rights of Financier

13.5.1. Financier's Agreement

The Landlord agrees that:

13.5.1.1. the Landlord will, if requested by the Tenant, execute a tripartite agreement or other direct agreement in relation to the rights of the Tenant under this Agreement,



permitting any Financier of the Tenant to exercise against the Landlord any rights which the Tenant has under this Agreement, step-in rights and rights of substitution in favour of the Financier; and

13.5.1.2. the Landlord shall not Dispose or agree to Dispose of all or any of the Landlord's right, title and interest in and to the Property or any part of it except upon the condition that the transferee of the Property enter into a deed of the kind referred to in clause 13.5.1.1 if required to do so by the Tenant.

### 13.6. Termination of Lease

13.6.1. As security for the Tenant's obligations under the Financing Documents, all of the Tenant's right, title and interest in and to this Agreement have been or stand to be mortgaged in favour of the Financier via a Mortgage Bond.

13.6.2. This Agreement shall not be terminated, cancelled or amended in any manner, whether in consequence of default by either the Landlord or the Tenant, or otherwise howsoever, other than by operation of Law in circumstances which are beyond the control of the Landlord and the Tenant.

13.6.3. The Landlord shall not be entitled to cancel this Agreement in consequence of default by the Tenant unless the Landlord has given the Financier:

13.6.3.1. notice of the default in question, whether or not the Landlord is obliged to give notice of such default to the Tenant, which notice shall be given to the Financier concurrently with any notice pertaining to such default given by the Landlord to the Tenant; and

13.6.3.2. a reasonable period of time, being not less than 45 (forty-five) days, has passed subsequent to:

13.6.3.2.1. the date of receipt by the Financier of such notice; or

13.6.3.2.2. the expiry of the period stated in any notice to the Tenant within which the Tenant is required to remedy the default;

whichever is the later date, within which to procure that such default is remedied.

13.6.4. Any purported cancellation or termination of this Agreement by either Party thereto which is contrary to the provisions of this clause 13.6 will be invalid and of no force or effect whatsoever.

### 13.7. Option to Lease

13.7.1. In the event that this Agreement is cancelled or terminates, whether in consequence of default by either Party or otherwise howsoever, the Financier shall, forthwith upon such cancellation or termination, acquire an option to lease the Property from the Landlord.

13.7.2. The option to lease the Property contemplated in clause 13.7.1 above shall be open for exercise by the Financier for a period of 45 (forty five) Business Days from the date of receipt by the Financier of notice from the Landlord informing the Financier that a cancellation or termination of this Agreement contemplated in clause 13.7.1 above has occurred.

13.7.3. The Financier shall be entitled, at any time prior to the exercise of the option to cede and

assign its rights, title and interest in and to the option to any third party, or to nominate any third party to exercise the option in its place and stead.

#### 13.8. Exercise of the option to Lease

13.8.1. An exercise of the option contemplated in clause 13.7.1 above shall be effected by notice in writing to the Landlord.

13.8.2. In the event that the option is exercised, the resultant lease will be:

13.8.2.1. for the total duration in terms of clause 3 above less the period for which this lease has run up to the date of exercise of the option; and

13.8.2.2. upon the terms and conditions contained in this Agreement, which shall apply thereto mutatis mutandis.

#### 13.9. Notarial Execution and Registration

13.9.1. The Landlord shall, as soon as is reasonably possible after the exercise of the option contemplated in clause 13.8, cause the resultant lease to be reduced to writing and notarially executed and registered against the title deeds of the Property.

13.9.2. Subject to clause 13.7.3, the Financier shall, on request, pay the reasonable costs of preparation and registration of the resultant lease.

#### 13.10. Default and/or Insolvency in the event that:

13.10.1. the right, title and interest of the Tenant in and to this Agreement is sold in execution of the judgment of a court, whether at the instance of the Financier or any other Party, the Landlord shall, if so required by the Financier, consent to the cession and assignment of the Tenant's right, title and interest in and to this Agreement to the purchaser at such sale; or

13.10.2. the Tenant is placed under liquidation, the Landlord shall, if so required by the Financier, consent to the cession and assignment of the Tenant's right, title and interest in and to this Agreement to any Party nominated for this purpose by the liquidator.

#### 13.11. *Stipulatio Alteri*

The contents of 13.5 to 13.10 inclusive constitute a *stipulatio alteri* in favour of the Financier, who shall be entitled to accept the benefits accorded to the Financier at any time and without notice.

### 14. **General**

#### Governing Law

14.1. This Agreement is governed by, and shall be construed in accordance with the laws for the time being in force in Namibia.

#### Severability and Unenforceability

14.2. If any provisions of this Agreement are found or held to be invalid or unenforceable, the validity of all the remaining provisions of this Agreement will not be affected thereby, but the Parties agree that they will meet and review the matter, and if any valid and enforceable means is

reasonably available to achieve the same object of the invalid provision, to adopt such means by way of variation of this Agreement.

#### Supervening Legislation

- 14.3. Any present or future legislation which operates to vary an obligation or right, power or remedy of a person or entity in connection with this Agreement is excluded except to the extent that its exclusion is prohibited or rendered ineffective by Law.

#### No variation

- 14.4. No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties by way of notarial amendment agreement.

#### Entire Agreement

- 14.5. This Agreement constitutes the full and complete consensus between the Parties in relation to its subject matter and supersedes all prior negotiations, understandings and agreements with respect thereto.

#### Breach and Remedies

- 14.6. Subject to the provisions of clause 14.7, if any of the Parties (hereinafter referred to as the "Defaulting Party") should commit a material breach of this Agreement, the affected Party (the "Affected Party") may give the Defaulting Party written notice to remedy such breach. In the event of the Defaulting Party failing to remedy its breach within 30 (thirty) days following such written notice, the Affected Party may, at its option, cancel this Agreement, such cancellation to be without any prejudice to the rights of the Affected Party to claim damages as may be allowed by Law.
- 14.7. Notwithstanding anything contained in clause 14.6, if the Tenant has paid the full amount of the Rent the Landlord's only remedies on a breach of the Tenant (whether such breach is material or not) shall then be limited to demanding and enforcing specific performance by the Tenant of the terms and conditions of the Lease, (including any claim for costs incurred or losses or damages suffered by the Landlord on account of the Tenant's breach).

#### No Waiver

- 14.8. No favour, delay, relaxation or indulgence on the part of either Party in exercising any right conferred in terms of this Agreement shall operate as a waiver of such right, and each of the Parties shall at all times be entitled to require the other Party to fully comply with all the terms and conditions of this Agreement.

#### Communications and Notices

- 14.9. The Parties choose as their domicilii citandi et executandi the following addresses: -

- 14.9.1. Harpie Investments Eighteen Close Corporation at: a certain Portion 1 (Safier) of the Farm Stinkbank No. 62, situate in the Registration Division "G", Erongo Region, held by the Company under Deed of Transfer 2946/2013;

Email: [norbert@alensycc.com](mailto:norbert@alensycc.com)



14.9.2. Access Aussenkjer Solar One Namibia (Proprietary) Limited at:

Unit 3, 2<sup>nd</sup> Floor Ausspann Plaza,  
 Ausspanplatz  
 Windhoek, Namibia  
[tironen@yahoo.com](mailto:tironen@yahoo.com)  
[mbenito@access-power.com](mailto:mbenito@access-power.com)

14.10. Any notices required to be given in terms of this Agreement may be delivered at the *domicilium citandi et executandi*.

14.11. Any notice given in terms of clause 14.9 shall be deemed to having been received immediately if delivered by hand or affixed at the outer principal door of the addresses referred to in clause 14.9.

14.12. The Parties may change their *domicilium* addresses to any other physical address in Namibia on 7 (seven) days written notice to the other Party.

Dispute Resolution

14.13 If any dispute arises relating to this Agreement or any claims for damages or otherwise are made as the result of breach of any obligation hereunder, the Parties shall meet and use their reasonable efforts to resolve such dispute through good faith negotiation.

14.14 Should the Parties fail to resolve such dispute in accordance with clause 14.13 above within fourteen (14) days of their meeting or such longer period as the Parties may agree, any Party may refer such dispute or difference to arbitration to be undertaken by three (3) arbitrators. The Parties shall agree on the identity of the arbitrators. Should the Parties fail to agree on the arbitrators within fourteen (14) days of the referral of the dispute to arbitration, the President of the Law Society of Namibia shall appoint the arbitrators from a list of approved arbitrators having the requisite experience and expertise in the field of the dispute.

Arbitration

14.15 Except where otherwise specifically provided for, any dispute at any time between the Parties or any failure by them to reach agreement in regard to any matter arising out of or in connection with this Agreement or its interpretation or effect, or arising in any way out of the termination or failure of any of them, shall be submitted to arbitration pursuant to the AFSA Rules, this clause 14.15 being an arbitration agreement within the meaning of the aforementioned rules.

14.16 The decision of the arbitrators shall be given in writing as soon as reasonably possible after the dispute has been referred to the arbitrators but not longer than six weeks from the date on which the hearing, including argument, was concluded.

14.17 The decision in clause 14.16 shall be final and binding upon the and shall not be subject to appeal to any court or tribunal of any kind unless manifestly unlawful or unjust, provided however that any Party may take action in any court of competent jurisdiction to enforce the arbitrators' decision, including its award in respect of the costs of arbitration.

14.18 Each Party shall bear its own costs and the costs of arbitration shall be borne equally by the Parties, unless the arbitrators decide otherwise.

14.19 Arbitration shall be conducted under the AFSA Rules and shall be held in Windhoek before three

(3) arbitrators. Each Party shall nominate an arbitrator and the two Party-appointed arbitrators shall jointly nominate the third arbitrator (who shall be the chairperson) within thirty (30) days after the confirmation of the second arbitrator, failing which the chairperson shall be appointed by the President of AFSA. In any event the arbitration shall be conducted in the English language.

14.20 The Parties may be legally represented and may present evidence by independent experts or as otherwise permitted by the arbitrators.

Obligations during Disputes

14.21 While a dispute is continuing, the Parties are required to continue to perform their respective obligations under this Agreement until such dispute has been fully and finally resolved.

14.22 Where a dispute has been referred for resolution by arbitration in accordance with the AFSA Rules, then neither of the Parties shall be entitled to exercise any rights or election arising in consequence of any alleged default by the other arising out of the subject matter of the dispute until the dispute has been resolved by the decision of the arbitrators.



EXECUTED at \_\_\_\_\_ on this \_\_\_\_\_ 2021.

For and on behalf of )  
**ACCESS AUSSENKEHR SOLAR** )  
**ONE NAMIBIA (PROPRIETARY)** ) .....  
**LIMITED** ) Director  
 )  
 )

EXECUTED at Windhoek on this 30<sup>th</sup> April 2021.

**HARPIE INVESTMENTS**  
**EIGHTEEN CLOSE CORPORATION**  
 )  
 )  
 )

  
.....  
Director

**SCHEDULE 1**  
**THE PROPERTY**

A small, handwritten mark or signature located in the bottom right corner of the page.

REPUBLIC OF NAMIBIA  
COMPANIES ACT 2004  
(Section 50(3)) (Regulation 16(1))  
(to be lodged in duplicate)

**CERTIFICATE OF CHANGE OF NAME OF COMPANY**

Registration Number of Company  
**2016/0307**

This is to certify that

**MIMIC INVESTMENTS EIGHTEEN (PROPRIETARY) LIMITED**

has changed its name by SPECIAL RESOLUTION and is now called

**ALENSY SOLAR PARKS (PROPRIETARY) LIMITED**

and that the new name has this day been entered in the Register of Companies

Signed and sealed at WINDHOEK this 20 day of November of the year 2017



Seal of Companies Registration Office

  
.....  
**Registrar of Companies**

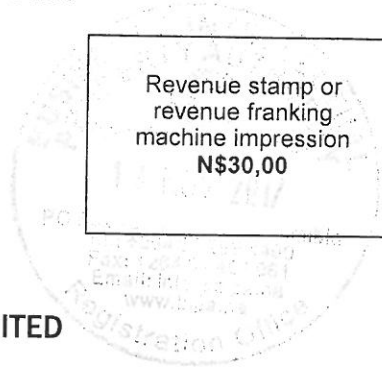


REPUBLIC OF NAMIBIA  
COMPANIES ACT, 2004  
(Section 50(2)) (Regulation 16 (1))

APPLICATION FOR CHANGE OF NAME OF COMPANY

Registration Number of Company  
**2016/0307**

Revenue stamp or  
revenue franking  
machine impression  
**N\$30,00**



Existing name of company: **MIMIC INVESTMENTS EIGHTEEN (PROPRIETARY) LIMITED**

In the special resolution, which is attached to this form, the name of the company was changed to:

**ALENSY SOLAR PARKS (PROPRIETARY) LIMITED**

If changed name of company is not in official language, provide translation in as far as possible: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- \* No shortened form of the name is registered.
- \* ~~Separate application is being made to register a shortened form of name.~~
- \* ~~Separate application is being made to deregister a shortened form of name.~~
- \* *Delete whichever is not applicable.*

Date 01/09/2017

Signature   
Director/Manager/Secretary

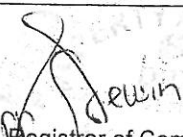
*(rubber stamp of company, if any, or of secretaries)*

Postal address of company  
PO BOX 2558  
WINDHOEK  
NAMIBIA

*(To be completed by company)*

Herewith certificate of change of name dated 01 SEPTEMBER 2017

Name of Company	<u>ALENSY SOLAR PARKS</u> <u>(PROPRIETARY) LIMITED</u>
Postal Address	<u>PO BOX 2558</u> <u>WINDHOEK</u> <u>NAMIBIA</u>

 Registrar of Companies
Date stamp of Companies Registration Office

REPUBLIC OF NAMIBIA  
 COMPANIES ACT 2004  
 (Section 208) (Regulation 43 (1))  
 (To be lodged in duplicate)

**SPECIAL RESOLUTION**

Registration Number of Company  
**2016/0307**

Revenue stamp or  
 revenue franking  
 machine impression  
**N\$80,00**

Name of company **MIMIC INVESTMENTS EIGHTEEN (PROPRIETARY) LIMITED**

Date notice given to members **31 AUGUST 2017** Date resolution passed **01 SEPTEMBER 2017**  
 Special resolution passed in terms of section **50 (1) 62 (1)** of the Act/\*paragraph **1(a); 2 and 3** of the memorandum/  
 \*article \_\_\_\_\_ of the articles.

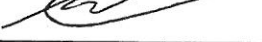
Copy of notice convening meeting attached.  
 Consent to waive period of notice of meeting (CM 25) ~~attached~~/ not attached.

**CONTENTS OF RESOLUTION** (Use reverse side if necessary)

**IT WAS RESOLVED:**

- \* That the name of the company be changed from "Mimic Investments Eighteen (Proprietary) Limited" to **"ALENSY SOLAR PARKS (PROPRIETARY) LIMITED"**.
- \* That the Memorandum of Association of the company be altered by deleting the present wording of the purpose describing the main business (paragraph 2) and the main object (paragraph 3) and replacing it with **"ENGINEERING, CONSULTING, PROCUREMENT, CONSTRUCTION AND MAINTENANCE OF SOLAR POWER PLANTS ON AN INDEPENDENT POWER PRODUCER BASIS AND ANY RELATED BUSINESS ACTIVITES"**.

*bbber stamp of company, if any, or of secretaries.*

Date **01 SEPTEMBER 2017** Signature   
 Name (in block capitals) **MR N C DÖRGELOH**  
Director /Manager/Secretary

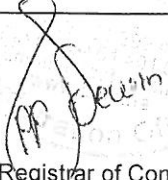
\* Delete whichever not applicable

**Perforated** (To be completed by company)

Herewith copy of special resolution as registered.

Registration Number of Company  
**2016/0307**

Name of Company **MIMIC INVESTMENTS EIGHTEEN (PROPRIETARY) LIMITED**  
 Postal address **PO BOX 2558 WINDHOEK NAMIBIA**

Special resolution registered this day  
 2017-11-20  
  
 Registrar of Companies  
 Date stamp of Companies Registration Office

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

**CERTIFICATE TO COMMENCE BUSINESS**

Registration Number of Company  
**2016/0307**

I hereby certify that:

**MIMIC INVESTMENTS EIGHTEEN (PROPRIETARY) LIMITED**

which was incorporated on the 12<sup>th</sup> day of April of the year **2016**,

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 12<sup>th</sup> day of April of the year **2016**



Seal of the Companies Registration Office

*[Handwritten Signature]*  
Registrar of Companies

EACH YEAR FINANCIAL YEAR ENDS ON  
LAST DAY OF October

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

CLIENT

**MIMIC INVESTMENTS EIGHTEEN**

**(PROPRIETARY) LIMITED**

- Certificate of Incorporation
- Memorandum of Association
- Articles of Association

REPUBLIC OF NAMIBIA  
COMPANIES ACT 2004  
(Section 70) (Regulation 17 (1))

**CERTIFICATE OF INCORPORATION  
OF A COMPANY HAVING A SHARE CAPITAL**

Registration Number of Company  
**2016/0307**

This is to certify that:

.....**MIMIC INVESTMENTS EIGHTEEN (PROPRIETARY) LIMITED**.....

was this day incorporated under the Companies Act, 2004, (Act No. 28 of 2004), and that the Company is a Company having a share capital.

Signed and sealed at **WINDHOEK** this 12<sup>th</sup> day of April of the year **2016**



  
Registrar of Companies

Seal of Companies Registration Office

*This certificate is not valid unless sealed by the seal of Companies Registration Office*

**NOTARIAL CERTIFICATE**

I,

**HEIKO WILFRIED STRITTER**

of WINDHOEK in Namibia, a Notary Public, herewith certify that the attached documents, being:

**MEMORANDUM OF ASSOCIATION,  
and  
ARTICLES OF ASSOCIATION**

of the company named

**MIMIC INVESTMENTS EIGHTEEN  
(PROPRIETARY) LIMITED**

are true and correct copies of the signed originals.

SIGNED at WINDHOEK on this 1 day of April 2016

QUOD ATTESTOR,

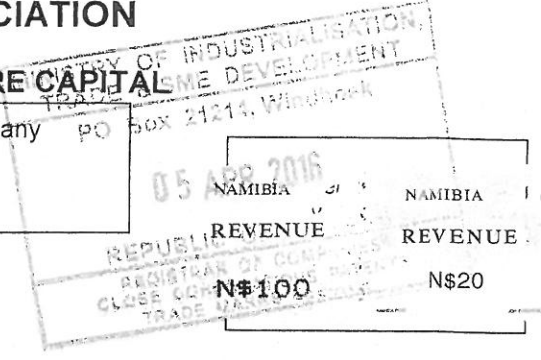
NOTARY PUBLIC.

HEIKO WILFRIED STRITTER BA.LL.B.  
12 LOVE STREET  
WINDHOEK  
P.O. BOX 43  
COMMISSIONER OF OATHS  
PRACTISING LEGAL PRACTITIONER  
NAMIBIA

REPUBLIC OF NAMIBIA  
COMPANIES ACT 2004  
(Section 61(1)) (Regulation 17(1) and 17(2))

**MEMORANDUM OF ASSOCIATION**  
**OF A COMPANY HAVING A SHARE CAPITAL**

Registration Number of Company  
**2016/0307**



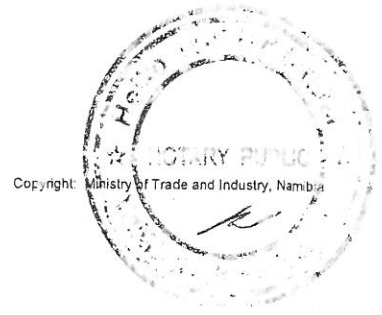
1. **NAME OF COMPANY**

(a) The name of the Company is:

.....**MIMIC INVESTMENTS EIGHTEEN (PROPRIETARY) LIMITED**.....

(b) The shortened form of the name of the Company is:

.....**NONE**.....



REPUBLIC OF NAMIBIA  
COMPANIES ACT 2004

2. DESCRIBING THE MAIN BUSINESS OF THE COMPANY\*

The main purpose of the Company is to carry on: .....

PROPERTY INVESTMENTS AND ALL BUSINESS RELATED THERETO.  
.....  
.....

(\*This is for purposes of the Registrar and not for purposes of the powers, capacity or objects of the company)

3. OBJECT(S), IF ANY (section 38)

The object(s) of the Company is/are: .....

PROPERTY INVESTMENTS AND ALL BUSINESS RELATED THERETO.  
.....  
.....

4. ANCILLARY OBJECTS EXCLUDED

The specific ancillary objects, if any, referred to in section 39(1) of the Act, which are excluded from the unlimited ancillary objects of the Company: .....

NONE.....  
.....  
.....

5. POWERS

(a) The specific powers or part of any powers of the Company, if any, which are excluded from the plenary powers or the powers set out in Schedule 2 of the Act (if any): .....

NONE.....  
.....  
.....

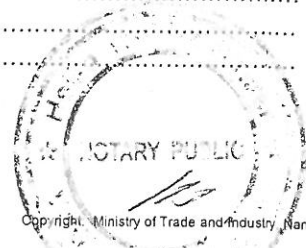
(b) The specific powers or part of any specific powers of the Company set out in Schedule 2 of the Act, if any, which are qualified under section 39(2) of the Act (if any): .....

NONE.....  
.....  
.....

6. CONDITIONS

Any special conditions which apply to the Company and the requirements, if any, additional to those prescribed in the Act for their alteration: .....

NONE.....  
.....  
.....





REPUBLIC OF NAMIBIA  
COMPANIES ACT 2004

7. PRE-INCORPORATION CONTRACTS (if any)

.....  
.....  
.....

NONE.....  
.....  
.....  
.....  
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.....  
.....  
.....  
.....  
.....

8. CAPITAL

The share capital of the Company is **N\$4 000,00 (Four Thousand)** Namibian Dollar divided into:

(a) Par Value:

- (i) **4 000 (Four Thousand)** ordinary par value shares of **N\$1,00 (One)** Namibian Dollar/~~cent~~ each
- (ii) ..... preference par value shares of ..... Namibian Dollar/cent each
- (iii) ..... redeemable preference par value shares of ..... Namibian Dollar/cent each

(b) No Par Value:

- (i) The number of no par value shares is .....
- (ii) The number of no par value preference shares is .....
- (iii) The number of redeemable no par value preference shares is .....



REPUBLIC OF NAMIBIA  
COMPANIES ACT 2004

(a) To be completed. Where one person signs the memorandum

I, **JOHANNA SUSANNA ADRIANA MARESCH**.....  
(full name)

whose occupation is a **SECRETARY**.....

residing at ...**BARCELONA NO. 1, OLYMPIA, WINDHOEK, NAMIBIA**.....

having a business address at ...**12<sup>TH</sup> FLOOR, SANLAM CENTRE, 145 - 157 INDEPENDENCE AVENUE, WINDHOEK, NAMIBIA**.....

and the following postal address ...**P O BOX 2558, WINDHOEK, NAMIBIA**.....

am desirous to form a company in pursuance of this Memorandum of Association and agree to take up the number of shares in the capital of the Company, set opposite my signature below.

I also agree to pay for the par value shares of the Company as determined by this Memorandum and to pay for the number of no par value shares of the Company, that amount determined by the Company when the shares are issued to me.

**ONE HUNDRED  
ORDINARY PAR VALUE SHARES**  
Number, in words and type of shares taken

*J. Maresch*  
.....  
Signature of subscriber

.....**17 MARCH 2016**.....  
Date

*M. Diergaardt*  
.....  
Signature of witness

.....**17 MARCH 2016**.....  
Date

**Particulars of witness**

Full names: **MARIE-LOUISÉ DIERGAARDT**

Occupation: **CONSULTANT**

Residential address: **603, SAO TOME STREET, UNIT 15, ROCKY CREST WINDHOEK, NAMIBIA**

Business address: **12<sup>TH</sup> FLOOR, SANLAM CENTRE, 145 - 157 INDEPENDENCE AVENUE, WINDHOEK, NAMIBIA**

Postal address: **P O BOX 2558 WINDHOEK NAMIBIA**



REPUBLIC OF NAMIBIA  
COMPANIES ACT 2004  
(Section 64) (Regulation 18(1))

**ARTICLES OF ASSOCIATION  
OF A COMPANY HAVING A SHARE CAPITAL  
ADOPTING SCHEDULE 1**

Registration Number of Company  
**20160307**

NAME OF COMPANY:

.....**MIMIC INVESTMENTS EIGHTEEN (PROPRIETARY) LIMITED**.....

**SCHEDULE 1 - TABLE B**

A. The articles of Table B contained in Schedule 1 to the Companies Act, 2004, shall apply to the Company, subject to such additions, omissions and modifications as stated below.

**ADDITIONS**

- B. The following articles additional to that contained in Table B are included:
- (a) **NONE**
  - (b) **NONE**
  - (c) **NONE**

**OMISSIONS**

- C. The following articles contained in Table B are omitted:
- (a) **Article 57 shall not apply to the Company.**
  - (b) **NONE**
  - (c) **NONE**

**MODIFICATIONS**

- D. The following articles contained in Table B are modified in the manner indicated:
- (a) **By the deletion of the Proviso to Article 61.**
  - (b) **NONE**
  - (c) **NONE**



REPUBLIC OF NAMIBIA  
COMPANIES ACT 2004  
(Section 64) (Regulation 18 (1), (2) and (3))

**SIGNATORIES TO ARTICLES OF ASSOCIATION**

Particulars of subscriber	Date and signature of subscriber	Particulars of witness	Date and signature of witness
<b>1. Full names</b> JOHANNA SUSANNA ADRIANA MARESCH  <b>Occupation</b> SECRETARY  <b>Residential address</b> BARCELONA NO. 1 OLYMPIA, WINDHOEK NAMIBIA  <b>Business address</b> 12 <sup>TH</sup> FLOOR, SANLAM CENTRE 145 – 157 INDEPENDENCE AVENUE, WINDHOEK  <b>Postal address</b> P O BOX 2558 WINDHOEK	17 MARCH 2016 <i>J. Maresch</i>	<b>1. Full names</b> MARIE-LOUISÉ DIERGAARDT  <b>Occupation</b> CONSULTANT  <b>Residential address</b> 603 SAO TOME STREET, UNIT 15 ROCKY CREST WINDHOEK  <b>Business address</b> 12 <sup>TH</sup> FLOOR, SANLAM CENTRE 145 – 157 INDEPENDENCE AVENUE, WINDHOEK  <b>Postal address</b> P O BOX 2558 WINDHOEK	17 MARCH 2016 <i>M. Diergaardt</i>
<b>2. Full names</b>  <b>Occupation</b>  <b>Residential address</b>  <b>Business address</b>  <b>Postal address</b>		<b>2. Full names</b>  <b>Occupation</b>  <b>Residential address</b>  <b>Business address</b>  <b>Postal address</b>	
<b>3. Full names</b>  <b>Occupation</b>  <b>Residential address</b>  <b>Business address</b>  <b>Postal address</b>		<b>3. Full names</b>  <b>Occupation</b>  <b>Residential address</b>  <b>Business address</b>  <b>Postal address</b>	



# **Appendix D:**

# **EIA Team Resumes**

- 1. Tendai E. Kasinganeti**

# Curriculum Vitae (CV) for Tendai. Kasinganeti

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1. **Proposed Position:** Environmental Assessment Practitioner
2. **Name of Firm** D&P Engineers and Environmental consultants
3. **Name of Staff** Evidence Tendai Kasinganeti
4. **Date of Birth:** 27 November 1991 **Nationality:** Zimbabwean
5. **Education:**

Name of University or institution, location, dates attended (year from – year to)	Degree(s)/diploma(s) obtained
Midlands State University, Zimbabwe (11/12011 – 05/2015)	BSc Hons. Geography and Environmental Science  Thesis „Spatial and temporal analysis of base transceiver stations development and associated environmental impacts (Zimbabwe)
National University of Science and Technology 2018-2020 (Ongoing)	Master of Geoinformation Science and Earth Observation (Natural Resources Management)

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## 6. Membership of Professional Associations:

- Environmental Assessment Professionals of Namibia (EAPAN)
- International Association for Impact Assessment (IAIA)

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## 7. Other Training:

### Further education:

- Certificate on Going Green for Social Entrepreneurs (Young African Leaders Initiative Network, USA, 2016)
- Fundamentals of Health and Safety in the Workplace (Allison International, Ireland, 2016)
- Introduction to Ecosystem Service Valuation and Policy Design (RESMOB Namibia, 2018)

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## 8. Countries of Work Experience:

- Namibia
- Zimbabwe
- Mozambique

## 9. Languages:

Language	Reading	Speaking	Writing
English	excellent	excellent	Excellent

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## 10. Employment Record:

### Employment record relevant to the assignment:

Period	Employing organization and your title/position. Contact info for references	Summary of activities performed relevant to the Assignment

<p>April 2018 to date</p>	<p><b>Environmental Practitioner and Consultant</b></p> <p><b>Mr. Timo David</b>                  Director: Project Management                  D&amp;P Engineers and Environmental Consultants                  E: <a href="mailto:tdavid@dpe.com.na">tdavid@dpe.com.na</a></p>	<ul style="list-style-type: none"> <li>▪ GIS mapping and Environmental Sensitivity mapping.</li> <li>▪ Providing professional consulting services to clients in Namibia with focus on EIAs, EMPs reporting and compliance advisory.</li> <li>▪ Conducting Environmental Scoping Assessments and Environmental Management Plans</li> <li>▪ Application for Environmental Clearance Certificates</li> <li>▪ Environmental Control for projects during construction and operation.</li> <li>▪ Environmental Quarterly and Biannual reporting</li> <li>▪ Environmental monitoring and compliance auditing.</li> </ul>
<p>January 2016 to April 2018</p>	<p><b>Environmental Planner</b></p> <p><b>Mr. Henry Krohne</b>                  Director-Plan Africa Consulting                  E: <a href="mailto:pafrika@mweb.com.na">pafrika@mweb.com.na</a></p>	<ul style="list-style-type: none"> <li>▪ Coordinating and managing Environmental Impact Assessment Studies:</li> <li>▪ Environmental Reports writing.</li> <li>▪ Conducting Bio-Physical studies.</li> <li>▪ Stakeholder engagement and consultation</li> <li>▪ Environmental Monitoring and Auditing</li> <li>▪ Land use Mapping and GIS</li> </ul>
<p>July 2013 to December 2015</p>	<p><b>-Student intern -Junior Environmental and Spatial Consultant</b></p> <p><b>Mr. Anesu Mudiwa</b>                  Director: Nwas Environmental Consulting                  E: <a href="mailto:anesu@nwas.co.zw">anesu@nwas.co.zw</a>                  W: <a href="http://www.nwas.co.zw">www.nwas.co.zw</a></p>	<ul style="list-style-type: none"> <li>▪ Occupational Health, Safety and Environmental Management</li> <li>▪ Baseline surveys for EIA projects (Social, ecological, economic and political impact Assessment</li> <li>▪ Compiling Environmental and Social Impact Assessment Reports for different projects</li> <li>▪ Public and Stakeholder consultation</li> <li>▪ Environmental Compliance Auditing and Quarterly Reports</li> <li>▪ Soil and water samples processing (Sample collecting, sending for lab tests and interpretation of results)</li> <li>▪ Emissions testing</li> </ul>

<p><b>11. Detailed Tasks Assigned</b></p> <ul style="list-style-type: none"> <li>• Stakeholders Engagement</li> <li>• Legislative Frameworks Review</li> <li>• Environmental Compliance Manual and Guidelines Development</li> <li>• Team Leader Backstopper</li> </ul>	<p><b>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b></p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: Environmental Management Plans development</p> <p>Year: 2017/18</p> <p>Location: Namibia (All Regions) -56 Fuel Retail facilities</p> <p>Client: Engen Namibia/ Nam-Geo Enviro Solutions</p> <p>Main project features:</p> <ul style="list-style-type: none"> <li>• EHS Auditing</li> <li>• Environmental Management Plans Development</li> <li>• Application for Environmental Clearance Certificates for service stations (New application/ Renewals)</li> <li>• Develop EHS monitoring and compliance schedule</li> <li>• Conduct site risk assessment and recommend corrective action plan</li> </ul> <hr/> <p>Name of assignment or project: Namibia Water Support Programme</p>
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	<p>Year: 2019</p> <p>Location: Namibia (All Regions)</p> <p>Client: Ministry of Agriculture Water and Forestry/ African Development Bank</p> <p>Main project features:</p> <ul style="list-style-type: none"> <li>• Strategic Environmental and Social Assessment/ Strategic Environmental and Social Management Framework</li> <li>• Environmental Compliance Guidelines for implementing the Namibia Water Sector Support Programme</li> </ul> <p>Positions held: Environmental and Social Assessment Expert_</p> <p>Activities performed:</p> <ul style="list-style-type: none"> <li>• Stakeholders Consultation</li> <li>• Regional Workshops</li> <li>• Baseline Environmental Scoping Assessment</li> <li>• Institutional Capability and Needs Assessment for Environmental Compliance</li> <li>• Strategic Environmental and Social Assessment Development (SESA)</li> <li>• Strategic Environmental and Social Management Framework (ESMF)</li> <li>• ESMF Workshop and Compliance Training</li> </ul>
	<p>Name of assignment or project: Etunda Feedlot</p> <p>Year: 2019</p> <p>Location: Etunda, Omusati Region-Namibia</p> <p>Client: Ministry of Agriculture Water and Forestry/ European Union</p> <p>Main project features:</p> <ul style="list-style-type: none"> <li>• Environmental and Social Impact Assessment (ESIA)/ Environmental and Social Management Plan (ESMP)</li> </ul> <p>Positions held: Environmental and Social Assessment Expert_</p> <p>Activities performed:</p> <ul style="list-style-type: none"> <li>• Environmental Scoping Assessment</li> <li>• National, Regional and International Legal Frameworks Review</li> <li>• Public and Stakeholders Consultation</li> <li>• Groundwater Impact Assessment</li> <li>• Sensitivity Mapping</li> <li>• Environmental and Social Management Plan Development</li> </ul>
	<p>Name of assignment or project: Le'Monte Village Development (Township Establishment and Incorporation)</p> <p>Year: 2018</p> <p>Location: Grootfontein, Otjozondjupa Region-Namibia</p> <p>Client: Singleton Commercial Pty Ltd</p>



	<p>Main project features:</p> <ul style="list-style-type: none"> <li>• Environmental and Social Impact Assessment (ESIA)/ Environmental and Social Management Plan (ESMP)</li> </ul> <p>Positions held: Environmental and Social Assessment Expert</p> <p>Activities performed:</p> <ul style="list-style-type: none"> <li>• Environmental Scoping Assessment</li> <li>• National, Regional and International Legal Frameworks Review</li> <li>• Public and Stakeholders Consultation</li> <li>• Groundwater Impact Assessment</li> <li>• Sensitivity Mapping</li> <li>• Environmental and Social Management Plan Development</li> </ul>
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**ADDITIONAL PROJECTS EXPERIENCES**

<b>Client, Year and Country</b>	<b>Project Name and Deliverable</b>
GIZ and Ministry of Agriculture Water and Land Reform, 200-21-Namibia	Flexible Land Tenure System: Environmental and Social Management and Compliance Guideline Manual for the Flexible Land Tenure Implementation
Centre for Natural Resources Governance, 2020-21- Zimbabwe and Zambia	Coal mining and thermal power generation in Sengwa-Kariba areas Zimbabwe: Environmental and Social Impact Assessment-Focus on Environmental Rights and Gender impacts
European Union and Ministry of Agriculture, Water and Forestry, 2020-Namibia	Program to improve livestock efficiency and marketability in the Northern Communal Areas (NCAs) of Namibia: Various Environmental and Social Impact Assessments for specific projects
UNDP Namibia and Ministry of Mines and Energy, 2020-Namibia	Supporting livelihoods through small-scale mining of semi-precious stones, metals and minerals: Environmental, Health, Safety and Social Guidelines for Small Scale Miners in Namibia
AfDB and Ministry of Agriculture, Water and Forestry, 2019-Namibia	Namibia Water Sector Support Programme: Strategic Environmental and Social Assessment and Environmental and Social Management Framework
Keetmanshoop Medical Practice, 2018-Namibia	Keetmanshoop Private Hospital: Environmental and Social Impact Assessment.
Anpro Hides and Skins, 2018-Namibia	Anpro animal rendering plant and tannery: Environmental Impact Assessment

**13. Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.



\_\_\_\_\_  
*[Signature of staff member or authorized representative of the staff]*

Date: 19-May-21  
*Day/Month/Year*

Full name of authorized representative: Evidence Tendai Kasinganeti