

CERTIFICATE OF INCORPORATION

and

MEMORANDUM AND ARTICLES

of

ASSOCIATION

of

**ERONGO MOUNTAN NATURE SANCTUARY (NON-
PROFIT ASSOCIATION INCORPORATION UNDER
SECTION 21)**

Farm Schlucht, No.162

Omaruru, Erongo

P.O.Box 240, Omaruru

Namibia

NOTARIAL CERTIFICATE OF COLLATION

I, the undersigned

UDANEKA PANDULENI NAKAMHELA

of Windhoek, in the Republic of Namibia, Notary Public by lawful authority, duly admitted and sworn, do hereby certify and attest unto all whom it may concern that I have this day collated and compared with the originals the copies hereto annexed, being the

MEMORANDUM AND ARTICLES OF ASSOCIATION

of

**ERONGO MOUNTAIN NATURE SANCTUARY (NON-PROFIT ASSOCIATION
INCORPORATION UNDER SECTION 21)**

AND I, the said Notary, do further certify and attest that the same are true and faithful copies of the originals, and agree therewith in every respect:

AN act whereof being required, I have granted these presents under my Notarial Form and Seal to serve and avail as occasions shall or may require.

THUS DONE and PASSED at **WINDHOEK** aforesaid on this 16 day
of December 2020 (TWO THOUSAND AND TWENTY).



NOTARY PUBLIC

REPUBLIC OF NAMIBIA

BUSINESS AND INTELLECTUAL PROPERTY AUTHORITY - BIPA

COMPANIES ACT 2004
(Section 70) (Regulation 17(3))



CM3

**CERTIFICATE OF INCORPORATION
OF A COMPANY NOT HAVING A SHARE CAPITAL**

Registration Number of Company
21 20210099

This is to certify that:

Erongo Mountain Nature Sanctuary (non-profit association incorporated under section 21)

was this day incorporated under the Companies Act, 2004 (Act No. 28 of 2004), and that the Company is a Company *incorporated under section 21 of that Act.*

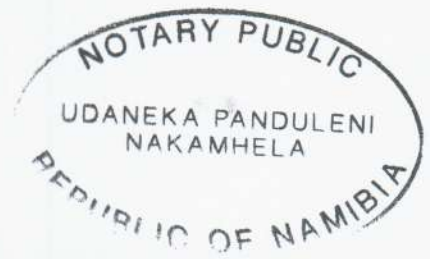
*Delete if not applicable

Signed and sealed at WINDHOEK this... **29** ... day of... **January** ... of the year... **2021** ...



Seal of BIPA Companies Registration Office

[Handwritten Signature]
Registrar of Companies



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

BUSINESS AND INTELLECTUAL PROPERTY AUTHORITY - BIPA

COMPANIES ACT 2004
(Section 61(1)) (Regulation 17(3))

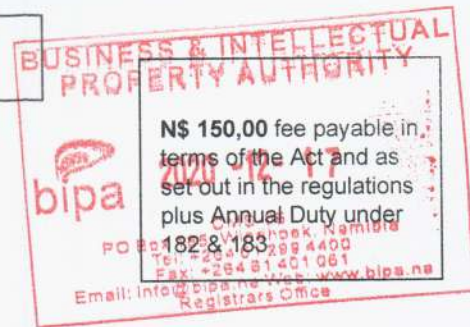
**MEMORANDUM OF ASSOCIATION
OF A COMPANY NOT HAVING A SHARE CAPITAL**



CM4

Registration Number of Company

21/2021/0099



1. **NAME OF COMPANY**

(a) The name of the Company is:

Erongo Mountain Nature Sanctuary (non-profit association incorporated under section 21)

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

EMNS

(c) Translation of name of Company and/or shortened form of name of Company (if possible) where name is not in official language (section 48(2)):

N/A



REPUBLIC OF NAMIBIA

BUSINESS AND INTELLECTUAL PROPERTY AUTHORITY - BIPA

COMPANIES ACT 2004

2. DESCRIBING THE MAIN BUSINESS OF THE COMPANY*

The main purpose of the Company is to carry on:

To follow an ecological approach which allows wild animals to roam unhindered within the nature reserve; all fences must be passable by game. An exception can be made for holding camps, not bigger than 900 ha. Applications for holding camps need to be approved on a general members' meeting.

To effectively protect rare animal species within the sanctuary; a game fence can be erected on the outer boundaries of the sanctuary if required by the relevant authority (Ministry of Environment, Forestry and Tourism) and if it can be justified ecologically.

To manage the sanctuary area on a landscape basis by not allowing members to erect game proof fences, with the exception of holding camps mentioned under 2.1.1. Members or possible future members within the ideal boundaries may not be excluded by game proof fences. Should mandatory reasons for the erection of a temporary game proof inner fence exist, these must be discussed at a general members meeting and can only be approved after all other possible solutions have been exhausted and ecological aspects had been taken in consideration.

To conserve extremely rare or endemic wildlife. These are amongst others, but not exclusively, black rhinoceros, black-faced impala, Damara dik-dik, Hartmann's mountain zebra, Hartlaub francolin, Rüppel's parrot, Angolan dwarf python.

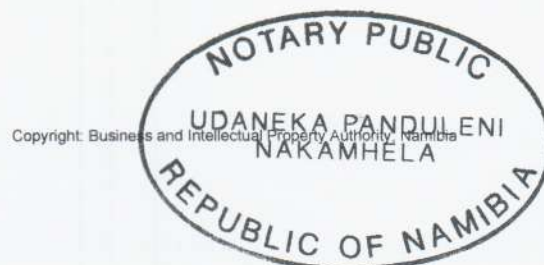
To protect and enhance the livelihood of endangered species, which occur in the Erongo Mountains. These are amongst others, but not exclusively: leopard, cheetah, brown hyena, klipspringer, giraffe, as well as breeding populations of black eagle, booted eagle, peregrine falcon and others.

To avoid falsification of natural circumstances and to avoid threats to indigenous game, by prohibiting the introduction of wildlife which did not occur historically in the Erongo mountains.

To regularly draft management plans which will be the basis for the careful conservation of all wildlife. These management plans will take into account utilization and ecological matters.

To sustainably utilise the natural resources within the sanctuary

To strive to contribute towards the creation of job opportunities and the improvement of the living circumstances of multiple Namibians.



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

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

The aims and objectives of Erongo Mountain Nature Sanctuary, hereinafter called EMNS, shall be to preserve the area defined by its forerunner, the Erongo Mountain Nature Conservancy, as a complex of farms in and around the Erongo mountains (see annexure A: "ideal boundaries") with its extensive biome in the form of an internationally accepted private nature reserve, and:

- 2.1.1 to follow an ecological approach which allows wild animals to roam unhindered within the nature reserve; all fences must be passable by game. An exception can be made for holding camps, not bigger than 900 ha. Applications for holding camps need to be approved on a general members' meeting.
- 2.1.2 to effectively protect rare animal species within the sanctuary; a game fence can be erected on the outer boundaries of the sanctuary if required by the relevant authority (Ministry of Environment, Forestry and Tourism) and if it can be justified ecologically.
- 2.1.3 to manage the sanctuary area on a landscape basis by not allowing members to erect game proof fences, with the exception of holding camps mentioned under 2.1.1. Members or possible future members within the ideal boundaries may not be excluded by game proof fences. Should mandatory reasons for the erection of a temporary game proof inner fence exist, these must be discussed at a general members meeting and can only be approved after all other possible solutions have been exhausted and ecological aspects had been taken in consideration.
- 2.1.4 to conserve extremely rare or endemic wildlife. These are amongst others, but not exclusively, black rhinoceros, black-faced impala, Damara dik-dik, Hartmann's mountain zebra, Hartlaub francolin, Rüppel's parrot, Angolan dwarf python.
- 2.1.5 to protect and enhance the livelihood of endangered species, which occur in the Erongo Mountains. These are amongst others, but not exclusively: leopard, cheetah, brown hyena, klipspringer, giraffe, as well as breeding populations of black eagle, booted eagle, peregrine falcon and others.
- 2.1.6 to avoid falsification of natural circumstances and to avoid threats to indigenous game, by prohibiting the introduction of wildlife which did not occur historically in the Erongo mountains.
- 2.1.7 to regularly draft management plans which will be the basis for the careful conservation of all wildlife. These management plans will take into account utilization and ecological matters.
- 2.1.8 to sustainably utilise the natural resources within the sanctuary



2.1.9 to strive to contribute towards the creation of job opportunities and the improvement of the living circumstances of multiple Namibians.

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:

N/A

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):

To employ, suspend or dismiss and remunerate employees, professional assistants and experts, research workers, advisers, agents and other persons and arrange social benefits for and to grant pensions, allowances and bonuses to employees or ex-employees of the Association;

To invite the patronage of any person or persons as it may consider advisable

To insure against losses, damages, risk and liabilities of all kind of the assets of the company

To raise money whether by subscription or levy from its members as hereinafter provided or in any way or form from any other source

To receive and apply monies to the advancement of the Association or its individual members, contribute or subscribe to bodies with aims similar to the aims of the Association, and invest surplus monies upon such securities and in such manner as it may from time to time determine

To collect and disseminate information about the protection and conservation of indigenous natural resources and about policies or practices related thereto

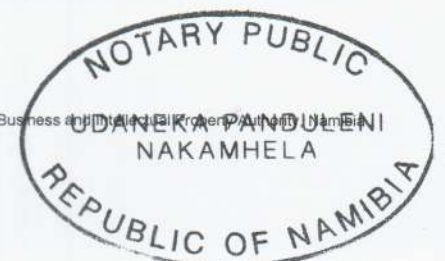
To do all such acts and deeds as may be required, necessary, conducive, ancillary or incidental to the attainment of the furtherance of the Association's objects and powers

- (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)

Without limitation to the generality of the foregoing objects, the Association shall have the following powers:



- 3.1 To acquire by purchase, exchange, lease, sub-lease, bequest, donation or otherwise, movable and immovable property of all kinds, including land and buildings.
- 3.2 To open and operate banking accounts.
- 3.3 To sell, lease, mortgage, dispose of, give in exchange or otherwise deal with all or any part of the property and rights of the Association.
- 3.4 To employ, suspend or dismiss and remunerate employees, professional assistants and experts, research workers, advisers, agents and other persons and arrange social benefits for and to grant pensions, allowances and bonuses to employees or ex-employees of the Association.
- 3.5 Subject to Article 4 to admit to membership or exclude from membership persons, companies, associations, institutions, statutory and other bodies, and to regulate relations between members, and between members and the Association.
- 3.6 To invite the patronage of any person or persons as it may consider advisable.
- 3.7 To subscribe or make donations to any charities or other institutions, clubs, societies and funds.
- 3.8 To insure against losses, damages, risk and liabilities of all kind of the assets of the company.
- 3.9 To enter into contracts of all and any nature necessary to carry out the aims and objects of the Association.
- 3.10 To invest the funds of the Association in such property or assets or other security as may be deemed advisable from time to time.
- 3.11 To draw, make, accept, endorse, execute, negotiate and issue bank instructions, promissory notes, bills of exchange, warrants and other negotiable or transferable instruments.
- 3.12 To institute, conduct, defend, compound or abandon any legal proceedings by and against the Association or its officers or otherwise concerning the affairs of the Association, and also compound and allow time for payment or satisfaction of any debts due or of any claims or demands made by or against the Association.
- 3.13 To raise money whether by subscription or levy from its members as hereinafter provided or in any way or form from any other source.
- 3.14 To receive and apply monies to the advancement of the Association or its individual members, contribute or subscribe to bodies with aims similar to



the aims of the Association, and invest surplus monies upon such securities and in such manner as it may from time to time determine.

- 3.15 To borrow or guarantee or otherwise secure the repayment of money in such manner and on such terms as it may think fit.
- 3.16 To enter into any agreement with the Government of Namibia or other authority or agency or with persons, associations or organisations, or affiliate with anybody likely to further the interests of the Association.
- 3.17 To collect and disseminate information about the protection and conservation of indigenous natural resources and about policies or practices related thereto.
- 3.18 To do all such acts and deeds as may be required, necessary, conducive, ancillary or incidental to the attainment of the furtherance of the Association's objects and powers.

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:

- (a) the income and property of the association however derived must be applied solely towards the promotion of its object, and no portion must be paid or transferred, directly or indirectly, by way of dividend, bonus, or otherwise, to the members of the association or to its holding company or subsidiary, but nothing contained in the memorandum prevents the payment in good faith of reasonable remuneration to any officer or employee of the association or to any member in return for any services actually rendered to the association;
- (b) on its winding-up, deregistration or dissolution the assets of the association remaining after the satisfaction of all its liabilities must be given or transferred to some other association or institution or associations or institutions having objects similar to its object, to be determined by the members of the association at or before the time of its dissolution or, failing that determination, by the Court.

7. PRE-INCORPORATION CONTRACTS (if any)

Not applicable



8. **GUARANTEE**

- (a) The liability of members is limited to the amount referred to in paragraph (b).
- (b) Each member undertakes to contribute to the assets of the Company in the event of its being wound up, while being a member or within one year afterwards, for payment of the debts and liabilities of the Company contracted before such member ceases to be a member, and of the costs, charges and expenses of the winding up, and for the adjustment of the rights of the contributories among themselves an amount of N\$ 100.00 (one hundred Namibian Dollars).



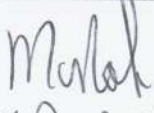

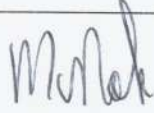

REPUBLIC OF NAMIBIA

BUSINESS AND INTELLECTUAL PROPERTY AUTHORITY - BIPA

COMPANIES ACT 2004

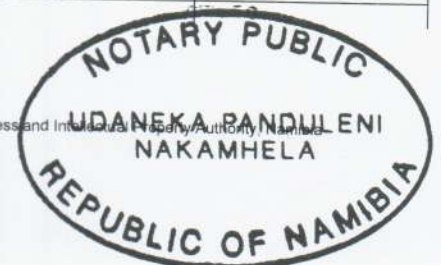
ASSOCIATION CLAUSE

We, the several persons whose full names, occupations, residential, business and postal addresses are subscribed are desirous of being formed into a company in pursuance of this Memorandum of Association and we respectively agree to become members of the company.

| Particulars of subscriber | Date and signature of subscriber | Particulars of witness | Date and signature of witness |
|--|--|--|--|
| 1. Full names: Karl Hermann Hinterholzer Occupation: Director Residential address: Farm Ekutu, No.129 Business address: Farm Ekutu, No.129 Postal address: P.O.Box 291 Email address: erongolodge@iway.na |  16 Dec 2020 | 1. Full names: Nhika Vittorio Vassallo Occupation: Legal Intern Residential address: Erf 126 Zebra Street, Omeya, Golf Estate, Windhoek Business address: N/A Postal address: P.O.Box 98151, Windhoek Email address: Vassallo.nhika@gmail.com |  16 Dec 2020 |
| 2. Full names: Peter Edgar Marten Hinterholzer Occupation: Farmer Residential address: Erongo Lodge, Farm Otjimissauna No.132 Business address: Erongo Lodge, Farm Otjimissauna No.132 Postal address: P.O Box 291 Email address: erongolodge@iway.na |  16 Dec 2020 | 2. Full names: Nhika Vittorio Vassallo Occupation: Legal Intern Residential address: Erf 126 Zebra Street, Omeya, Golf Estate, Windhoek Business address: N/A Postal address: P.O.Box 98151, Windhoek Email address: Vassallo.nhika@gmail.com |  16 Dec 2020 |



| Particulars of subscriber | Date and signature of subscriber | Particulars of witness | Date and signature of witness |
|---|----------------------------------|---|---|
| <p>3. Full names: Rolf Ulrich Lubbe</p> <p>Occupation: Physician (retired)</p> <p>Residential address: Farm Erongo West, No.83</p> <p>Business address: Farm Erongo West, No.83</p> <p>Postal address: P.O.Box 341</p> <p>Email address: rolf-luebbe@t-online.de</p> | <p>Morlok 16 Dec 2020</p> | <p>3. Full names: Nhika Vittorio Vassallo</p> <p>Occupation: Legal Intern</p> <p>Residential address: Erf 126 Zebra Street, Omeya, Golf Estate, Windhoek</p> <p>Business address: N/A</p> <p>Postal address: P.O.Box 98151, Windhoek</p> <p>Email address: Vassallo.nhika@gmail.com</p> | <p><i>[Signature]</i> 16 Dec 2020</p> |
| <p>4. Full names: Harald Godofred Werner Rust</p> <p>Occupation: Professional Hunter</p> <p>Residential address: Farm Omandumba West, No 137</p> <p>Business address: Farm Omandumba West, No 137</p> <p>Postal address: P.O.Box 129, Omaruru</p> <p>Email address: omandumba@iway.na</p> | <p>Morlok 16 Dec 2020</p> | <p>4. Full names: Nhika Vittorio Vassallo</p> <p>Occupation: Legal Intern</p> <p>Residential address: Erf 126 Zebra Street, Omeya, Golf Estate, Windhoek</p> <p>Business address: N/A</p> <p>Postal address: P.O.Box 98151, Windhoek</p> <p>Email address: Vassallo.nhika@gmail.com</p> | <p><i>[Signature]</i> 16 Dec 2020</p> |
| <p>5. Full names: Kai-Uwe Denker</p> <p>Occupation: Professional Hunter</p> <p>Residential address: Farm Schlucht, No. 162, Omaruru</p> <p>Business address: Farm Schlucht, No. 162, Omaruru</p> <p>Postal address: P. O. Box 240, Omaruru</p> <p>Email address: denkerk@iafrica.com.na</p> | <p>Morlok 16 Dec 2020</p> | <p>5. Full names: Nhika Vittorio Vassallo</p> <p>Occupation: Legal Intern</p> <p>Residential address: Erf 126 Zebra Street, Omeya, Golf Estate, Windhoek</p> <p>Business address: N/A</p> <p>Postal address: P.O.Box 98151, Windhoek</p> <p>Email address: Vassallo.nhika@gmail.com</p> | <p><i>[Signature]</i> 16 Dec 2020</p> |



| Particulars of subscriber | Date and signature of subscriber | Particulars of witness | Date and signature of witness |
|---|--|--|--|
| <p>6. Full names: Micheal Tim Dr. Koehne</p> <p>Occupation: Director</p> <p>Residential address: c/o Schultemaurer & Ratoborst Street, No.4 10999, Berlin</p> <p>Business address: c/o Schultemaurer & Ratoborst Street, No.4 10999, Berlin</p> <p>Postal address: 10999, Berlin</p> <p>Email address: 'txkoehne@gmail.com'</p> | <p><i>M Koehne</i> 16 Dec 2020</p> | <p>6. Full names: Nhika Vittorio Vassallo</p> <p>Occupation: Legal Intern</p> <p>Residential address: Erf 126 Zebra Street, Omeya, Golf Estate, Windhoek</p> <p>Business address: N/A</p> <p>Postal address: P.O.Box 98151, Windhoek</p> <p>Email address: Vassallo.nhika@gmail.com</p> | <p><i>Nhika Vassallo</i> 16 Dec 20</p> |
| <p>7. Full names: Diethelm Klaus Rust</p> <p>Occupation: Professional Hunter</p> <p>Residential address: Farm Omandumba Ost, No.133</p> <p>Business address: Farm Omandumba Ost, No.133</p> <p>Postal address: Farm Omandumba Ost, No.133</p> <p>Email address: didirust@gmail.com</p> | <p><i>M Koehne</i> 16 Dec 2020</p> | <p>7. Full names: Nhika Vittorio Vassallo</p> <p>Occupation: Legal Intern</p> <p>Residential address: Erf 126 Zebra Street, Omeya, Golf Estate, Windhoek</p> <p>Business address: N/A</p> <p>Postal address: P.O.Box 98151, Windhoek</p> <p>Email address: Vassallo.nhika@gmail.com</p> | <p><i>Nhika Vassallo</i> 16 Dec 20</p> |
| <p>8. Full Names: Hagen Denker</p> <p>Occupation: Farmer/ Professional Hunter</p> <p>Residential address: Farm Ameib, No.60</p> <p>Business address: Farm Ameib, No.60</p> <p>Postal address: P.O.Box 131, Usakos</p> <p>Email address: hagen@erongosafaris.com</p> | <p><i>M Koehne</i> 16 Dec 2020</p> | <p>8.. Full names: Nhika Vittorio Vassallo</p> <p>Occupation: Legal Intern</p> <p>Residential address: Erf 126 Zebra Street, Omeya, Golf Estate, Windhoek</p> <p>Business address: N/A</p> <p>Postal address: P.O.Box 98151, Windhoek</p> <p>Email address: Vassallo.nhika@gmail.com</p> | <p><i>Nhika Vassallo</i> 16 Dec 20</p> |



BUSINESS AND INTELLECTUAL PROPERTY AUTHORITY - BIPA

COMPANIES ACT 2004
(Section 64) (Regulation 18(3))



CM44B

**ARTICLES OF ASSOCIATION OF A COMPANY NOT HAVING SHARE
CAPITAL NOT ADOPTING SCHEDULE 1**

Registration Number of Company

21 20210099

NAME OF COMPANY:

**ERONGO MOUNTAIN NATURE SANCTUARY (NON-PROFIT ASSOCIATION INCORPORATED
UNDER SECTION 21)**

- A. The articles of Table A contained in Schedule 1 to the Companies Act, 2004, shall not apply to the Company.

- B. The articles of the company are as follows:



ARTICLES OF ASSOCIATION

OF

ERONGO MOUNTAIN NATURE SANCTUARY

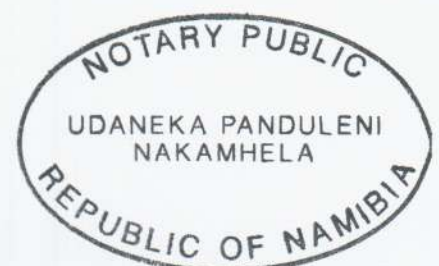
(Association incorporated under Section 21)



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ARTICLES OF ASSOCIATION

OF

ERONGO MOUNTAIN NATURE SANCTUARY

(Association incorporated under Section 21)

GENERAL

PREAMBLE

The Erongo Mountain Nature Sanctuary is an interest group of persons who support and promote the aims and objectives of the nature sanctuary.

The members recognise the unique biome of the Erongo Mountains and the surrounding area and see themselves under an obligation to, in the national interest, conserve and protect the unique landscape and habitat, the fauna and flora and the cultural heritage, such as rock paintings and engravings as well as prehistoric settlements in the area.

1. DEFINITIONS

1.1 In these Articles

1.1.1 Clause headings are for convenience only and are not to be used in interpretation

1.1.2 Unless the context denotes a contrary intention, any expression which denotes

1.1.2.1 any gender includes the other gender

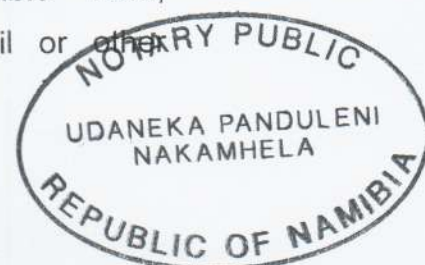


1.1.2.2 a natural person includes a juristic person;

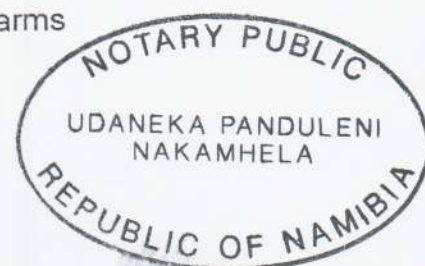
1.1.2.3 the singular includes the plural and vice versa.

1.1.3 The following expressions bear the meanings assigned to them below:

| <u>WORDS</u> | <u>MEANING</u> |
|-----------------|--|
| The Act | the Companies Act, 2004 (Act No 28 of 2004) as amended |
| The Board | the Board of Directors for the time being of the Association and appointed in terms of these Articles. |
| The Association | the Association is an Association not for Gain, the objects and purpose for which are set out in these Articles. The Association will be represented by the Board where the context dictates this. |
| In writing | written, printed or lithographed, or partly one and partly another, and other modes of representing or reproducing words in a visible form, including by e-mail or other electronic means. |

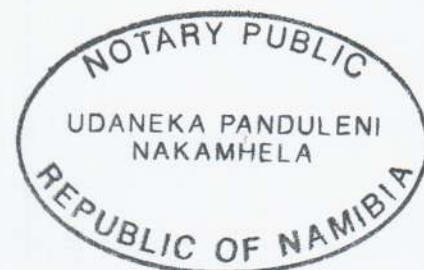


| | |
|--------------|--|
| The Farm | means each individual piece of land forming part of the Reserve, which has a separate title registered in the Deeds Office. |
| The Farms | all privately owned farms as set out in the schedule hereto and whose owners or lessees are Members of the Association. |
| Land | includes the farms as set out herein |
| Member | means a person who has been granted membership to the association in terms of paragraph 2 of these Articles of Association, and any subscriber to the Memorandum of Association. |
| Month | a calendar month. |
| The Office | the registered office of the Association. |
| The Register | the Register of Members kept at the Office. |
| Namibia | means the Republic of Namibia |
| Reserve | comprises all the farms |



possible future members within the ideal boundaries may not be excluded by game proof fences. Should mandatory reasons for the erection of a temporary game proof inner fence exist, these must be discussed at a general members meeting and can only be approved after all other possible solutions have been exhausted and ecological aspects had been taken in consideration.

- 2.1.4 to conserve extremely rare or endemic wildlife. These are amongst others, but not exclusively, black rhinoceros, black-faced impala, Damara dik-dik, Hartmann's mountain zebra, Hartlaub francolin, Rüppel's parrot, Angolan dwarf python.
- 2.1.5 to protect and enhance the livelihood of endangered species, which occur in the Erongo Mountains. These are amongst others, but not exclusively: leopard, cheetah, brown hyena, klipspringer, giraffe, as well as breeding populations of black eagle, booted eagle, peregrine falcon and others.
- 2.1.6 to avoid falsification of natural circumstances and to avoid threats to indigenous game, by prohibiting the introduction of wildlife which did not occur historically in the Erongo mountains.
- 2.1.7 to regularly draft management plans which will be the basis for the careful conservation of all wildlife. These management plans will take into account utilization and ecological matters.
- 2.1.8 to sustainably utilise the natural resources within the sanctuary
- 2.1.9 to strive to contribute towards the creation of job opportunities and the improvement of the living circumstances of multiple Namibians.

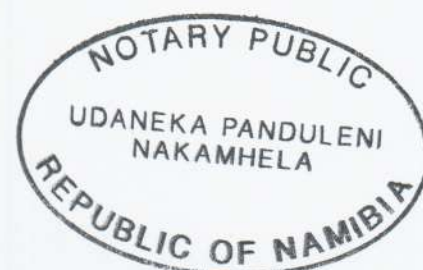


- 2.2 Within the framework of the objectives and principles under 2.1 the individual rights of the land owners are inviolable.

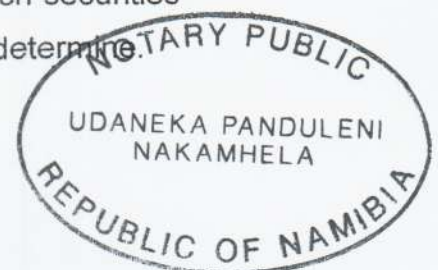
3. POWERS OF THE ASSOCIATION

Without limitation to the generality of the foregoing objects, the Association shall have the following powers:

- 3.1 To acquire by purchase, exchange, lease, sub-lease, bequest, donation or otherwise, movable and immovable property of all kinds, including land and buildings.
- 3.2 To open and operate banking accounts.
- 3.3 To sell, lease, mortgage, dispose of, give in exchange or otherwise deal with all or any part of the property and rights of the Association.
- 3.4 To employ, suspend or dismiss and remunerate employees, professional assistants and experts, research workers, advisers, agents and other persons and arrange social benefits for and to grant pensions, allowances and bonuses to employees or ex-employees of the Association.
- 3.5 Subject to Article 4 to admit to membership or exclude from membership persons, companies, associations, institutions, statutory and other bodies, and to regulate relations between members, and between members and the Association.
- 3.6 To invite the patronage of any person or persons as it may consider advisable.



- 3.7 To subscribe or make donations to any charities or other institutions, clubs, societies and funds.
- 3.8 To insure against losses, damages, risk and liabilities of all kind of the assets of the company.
- 3.9 To enter into contracts of all and any nature necessary to carry out the aims and objects of the Association.
- 3.10 To invest the funds of the Association in such property or assets or other security as may be deemed advisable from time to time.
- 3.11 To draw, make, accept, endorse, execute, negotiate and issue bank instructions, promissory notes, bills of exchange, warrants and other negotiable or transferable instruments.
- 3.12 To institute, conduct, defend, compound or abandon any legal proceedings by and against the Association or its officers or otherwise concerning the affairs of the Association, and also compound and allow time for payment or satisfaction of any debts due or of any claims or demands made by or against the Association.
- 3.13 To raise money whether by subscription or levy from its members as hereinafter provided or in any way or form from any other source.
- 3.14 To receive and apply monies to the advancement of the Association or its individual members, contribute or subscribe to bodies with aims similar to the aims of the Association, and invest surplus monies upon such securities and in such manner as it may from time to time determine.



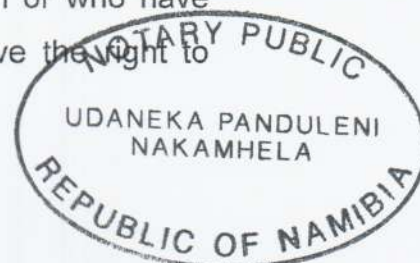
- 3.15 To borrow or guarantee or otherwise secure the repayment of money in such manner and on such terms as it may think fit.
- 3.16 To enter into any agreement with the Government of Namibia or other authority or agency or with persons, associations or organisations, or affiliate with any body likely to further the interests of the Association.
- 3.17 To collect and disseminate information about the protection and conservation of indigenous natural resources and about policies or practices related thereto.
- 3.18 To do all such acts and deeds as may be required, necessary, conducive, ancillary or incidental to the attainment of the furtherance of the Association's objects and powers.

4. CONDITIONS OF MEMBERSHIP

The Members of the Association are bound by the conditions of these Articles and by all the decisions and regulations of the Association and its Board.

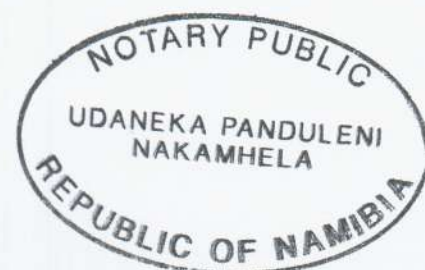
4.1 Ordinary Members:

All persons, who are 18 (eighteen) years of age and land owners of one or more officially registered land units of at least 1000 (one thousand) hectares within the ideal boundaries of the EMNS and who have acknowledged and promote the aims of the EMNS and have subscribed to the Memorandum of Association or who have signed a copy of these Articles of Association, have the right to



become a member of the EMNS if they subscribe to the principles contained in the Aims and Objective of the Articles.

- 4.1.1 only one member per property, held by officially registered title deed is allowed
- 4.1.2 should a member or leaseholder as under 4.1.3 be the owner or leaseholder of several properties, he/she can still only have one vote and is liable for only one membership fee.
- 4.1.3 confirmed leaseholders of officially registered properties which are being used for tourism (hunting or photo tourism) purposes, can become members as long as the purposes coincide with the principles and aims of the EMNS.
- 4.1.4 members may not carry out activities or actions which contradict the principles and aims stated in the aims and objectives.
- 4.1.5 registered owners of land units, which are smaller than 1000 ha (i.e. small holdings) can affiliate to an interest group. Such an affiliation of small holders can become a member and will have one vote.
- 4.1.6. If officially registered land units of minimum 1000 ha are owned by a Trust or other a legal entity, the Trust or such other legal entity may appoint a person of 18 years or older as a member. In such case the Board must be provided with a valid, written resolution to that effect.



4.2 Honorary Members:

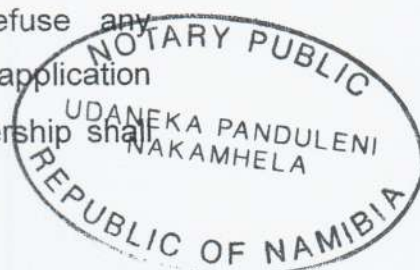
The Association may by resolution at an Annual General Meeting invite to honorary membership, as an individual or in a representative capacity, any person who is not eligible for ordinary membership as hereinbefore provided. Honorary members shall be admitted until their honorary membership is revoked at an Annual General Meeting and shall have such limited rights as the Association may determine, when granting such honorary membership including the right to express opinions on matters of the Association, but shall not have any voting rights. All reference to "Members" in these Articles of Association shall be deemed to exclude honorary members, unless the context clearly implies the contrary.

4.3 Sponsoring Members

Natural persons of at least 18 (eighteen) years of age, who support and promote the aims and objectives of the EMNS can become sponsoring members. Sponsoring members have no voting right, but they may attend meetings and express opinions on matters of the Association.

4.4 Application for Membership:

4.4.1 Anybody wishing to become a Member of the Association shall make application to the Association, in writing, in such form as the Board may prescribe from time to time for the particular class of membership in question. All such applicants shall provide the Board with such information and documentation as the Board may require. The Board may in its absolute discretion grant or refuse any application for membership or may grant an application conditionally. All Members admitted to membership shall



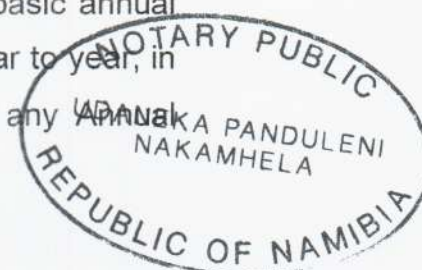
pay such admission fee as the Board may determine. As soon as possible after reaching any decision on an application for membership, the Board shall notify all Members of the Association accordingly. Any decision of the Board affecting admission may be rescinded by a two-thirds majority of Members present at the next General Meeting of Members, but notice of any resolution for rescission shall be given to all Members and the applicant at least 21 days before the meeting.

5. INCOME AND PROPERTY OF THE ASSOCIATION:

- 5.1 The income and property of the Association, wheresoever derived, shall be applied solely towards the promotion of its main objects, and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus, or otherwise howsoever, to the Members of the Association; provided that nothing herein contained shall prevent the payment in good faith of reasonable remuneration to any officer or servant of the Association or to a Member thereof in return for any services actually rendered to the Association.
- 5.2 In the event of any levy being imposed on Members of the Association in respect of land tax or a similar levy, that levy shall be paid by the individual Member taxed.

6. MEMBERSHIP FEES:

- 6.1 Each Member of the Association shall pay a basic annual membership fee as shall be laid down from year to year, in advance, by Annual General Meeting. If at any



General Meeting no resolution is passed varying such annual membership fee agreed or determined at the previous General Meeting, the previous such membership fee shall continue to be in force.

- 6.2 All annual membership fees are payable by all Members on the same basis, and no Member shall be called upon or obliged to pay any membership fee or other amount which is payable by any and all other Members on the same basis, unless each Member concerned shall have agreed in writing to do so.
- 6.3 Membership fees shall be payable at such dates as the Board may determine.
- 6.4 All invoices and statements of account issued by the Association shall be sent to the Member's registered address referred to above and no Member shall be entitled to resist payment of any such subscription on the grounds that it has failed to receive any such invoice or statement of account as a result of a change of address or otherwise.



7. TERMINATION OF MEMBERSHIP

7.1 Termination of membership may occur:

7.1.1 by death of a member

7.1.2 by written resignation of a member

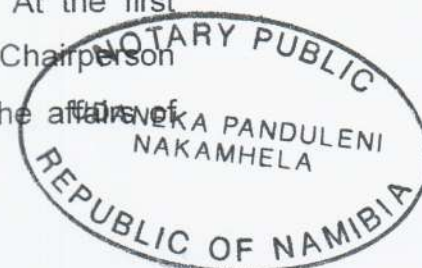
7.1.3 by decision of the Board; when a member violates the aims and the image of the EMNS or any of its members or when a member is in arrears with membership fees for longer than 6 (six) months despite two written reminders, the Board may terminate such member's membership.

7.2 All of the above reasons for the termination of membership shall not affect the liability of any such member or his estate of the amount due for current or arrear membership fees at the date of termination.

7.3 Before being excluded in terms of 8.1.3 or due to any other misconduct, the member in question is entitled to be heard on his defence in person and/or in writing before the annual general meeting, whose decisions and reasons shall be communicated to the member in writing. The Annual General Meeting's decision shall be final.

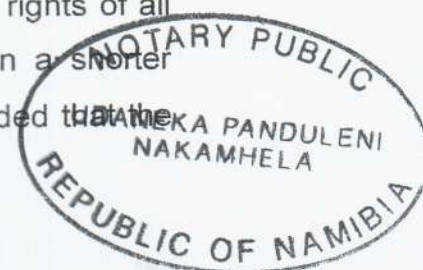
8. GENERAL MEETINGS

8.1 The first General Meeting of the Association shall be held at such time not being less than one month nor more than three months from the incorporation of the Association and at such place as the Board may determine. At the first General Meeting the Members will appoint a Chairperson and a Board of Directors, which will manage the affairs of



the Association and be initially appointed for a period of three years.

- 8.2 An Annual General Meeting shall be held once in every year at such time and place as may be determined by the Board, provided that every Annual General Meeting shall be held not more than six months after the end of every financial year of the Association and within not more than fifteen months after the date of the last preceding such meeting of the Association subject always to the provisions of Sections 187 and 193 of the Act.
- 8.3 The Board may whenever they think fit convene a General Meeting, and General Meetings may also be convened on requisition as provided by Section 189 of the Act.
- 8.4 Subject always to the provisions of Section 194(4) of the Act, at least twenty-one clear days' notice in writing of every Annual General Meeting and of every General Meeting called for the purpose of passing a Special Resolution, and at least fourteen clear days' notice in writing of every other General Meetings (exclusive in each instance both of the day on which it is given or deemed to be given and of the day of the meeting), specifying the place, the day and the time of meeting, and in the case of special business the general nature of that business shall be given in a manner hereinafter mentioned to such persons (including the Auditors) as are in terms of these Articles, of under the Act, entitled to receive such notices from the Association; but with the consent of a majority in number of the Members having a right to attend and vote at the meeting who hold not less than ninety-five per cent of the total voting rights of all the Members, a meeting may be convened on a shorter period of notice than is prescribed above, provided that the



first General Meeting of the Association can be called on short notice.

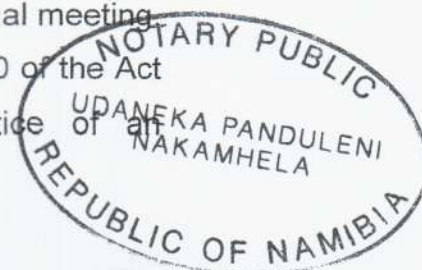
9. PROCEEDINGS AT GENERAL MEETINGS

9.1 All business shall be deemed special that is transacted at a General Meeting, other than an Annual General Meeting, and also all business that is transacted at an Annual General Meeting, with the exception of the consideration of the annual financial statements, the reports of the board and of the Auditors on the annual financial statements, the election of directors to the Board and the appointment and fixing of the remuneration of the Auditors shall be deemed special.

9.2 No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Subject to the provisions of Section 207 of the Act in regard to the quorum for the passing special resolutions, a quorum for a General Meeting shall be twenty five per cent (25 %) of the total Members of the Association. A corporation, being a Member of this Association, and present by a representative duly appointed in accordance with Section 196 of the Act, shall be deemed to be a Member personally present for the purposes of these Articles. Members have to be personally present to participate in a vote. Members who are prevented to attend a vote due to unforeseen circumstances, may attend and vote via electronic means such as Skype or Zoom, etc. The Association shall make provision for attendance of meetings by electronic means, such as skype, zoom, teamviewer and other electronic conferencing platforms. Attendance via electronic conferencing platform shall be in full compliance with attendance of meetings.

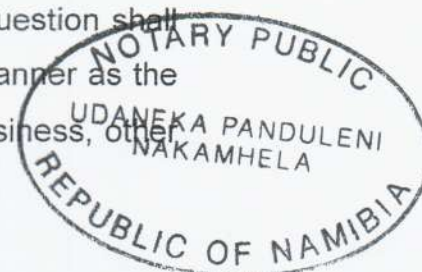


- 9.3 If within thirty minutes from the time appointed for the meeting, a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved. In any other case it shall stand adjourned without notice to the same day in the next week (or if that be a public holiday to the next succeeding day other than a public holiday, a Saturday or a Sunday) at the same time and place, or to such other day and at such other time or place as the Chairperson of the meeting shall appoint. If at such adjourned meeting a quorum as above defined is not present within thirty minutes from the time appointed for holding the meeting those Members who are present in person and are entitled to vote shall be a quorum and may transact the business for which the meeting was called.
- 9.4 The Chairperson of the Association shall preside as Chairperson at every General Meeting, but if there be no Chairperson within five minutes after the time appointed for holding the meeting, the Members present shall choose some Member of the Board present to be Chairperson.
- 9.5 The Chairperson may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn a meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for forty-five days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, or as provided by Section 200 of the Act it shall not be necessary to give any notice of an



adjournment or of the business to be transacted at an adjourned meeting.

- 9.6 At a General Meeting a resolution put to the vote of the meeting shall be decided by a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairperson of the meeting or by any Member of the Association, or as provided in Section 206(1)(b) of the Act. Unless a poll be so demanded and the demand be not withdrawn a declaration by the Chairperson of the meeting that a resolution has on a show of hands been carried, or carried unanimously, or by particular majority, or not carried by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Association shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 9.7 The result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 9.8. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairperson of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote in addition to the vote or votes to which he may be entitled as a Member.
- 9.9 No poll shall be demanded on the election of the Chairperson of the meeting or on any question of adjournment. A poll demanded on any other question shall be taken at such time and place and in such manner as the Chairperson of the meeting directs, and any business, other



than that upon which a poll has been demanded, may be proceeded with pending the taking of the poll.

9.10 The Chairperson of a meeting may appoint any firm or persons to act as scrutineers for the purpose of counting the votes at such meeting and he may thereafter act on a certificate given by any such scrutineers.

9.11 If any votes shall be counted which ought not to have been counted or might have been rejected or if any votes shall not be counted which ought to have been counted the error shall not vitiate the resolution unless it be pointed out at the meeting and not in that case unless it shall, in the opinion of the Chairperson of the meeting, be of sufficient magnitude to vitiate the resolution. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting or adjourned meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

9.12 Any minutes of resolutions and proceedings at general meetings made in one of the minute books of the Association, if signed by any person purporting to be the Chairperson of the meeting to which it relates, or by any person present thereat and appointed by the directors to sign the same in his place, or by the Chairperson of a subsequent meeting of the directors, shall be receivable as evidence of the facts therein stated.

10. BOARD OF DIRECTORS



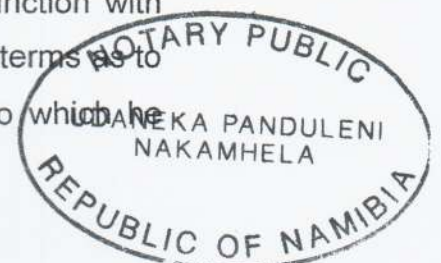
- 10.1 The Board of Directors shall consist of a Chairperson and not more than seven and not less than four directors, who shall be elected by Members in General Meetings. The Chairperson and Members shall hold office for three years, until the end of the appropriate Annual General Meeting. Half of the Board shall retire every three years, but shall be eligible for re-election for a further term of office. If no election takes place, the retiring Member shall be deemed to have been re-elected for the ensuing three years. The directors shall have the powers to co-opt other persons to advise the Board on matters relevant to the Association.
- 10.2 Any director who serves on any executive or other committee or who devotes special attention to the business of the Association or who otherwise performs services which, in the opinion of the directors, are outside the scope of the ordinary duties of a director, may be paid such extra remuneration, in addition to the remuneration, if any, to which he/she may be entitled as a director, as the directors may determine. Every director shall also be paid all his/her/their travelling and other expenses properly and necessarily expended by him/her in and about the business of the Association and in attending meetings of the directors or of committees of the directors or of the Association.
- 10.3 There shall be at least four meetings of the Board of Directors in every financial year, such meetings to take place quarterly, the dates of which will be agreed upon at the first meeting and at the last meeting of the year for the year to come. The Association shall make provision for attendant of Board of Directors Meeting by means of electronic conferencing platforms.



10.4 Without prejudice to the provisions for retirement by rotation or otherwise hereinafter contained, the office of a director shall be vacated in any of the following events:

- (a) if he becomes insolvent or assigns his estate for the benefit of his creditors, suspends payments generally, or compounds with his creditors, or files a petition for the surrender of his estate;
- (b) if he is found or becomes of unsound mind;
- (c) if he is requested in writing by all his co-directors to resign;
- (d) if he be removed by a resolution of the Association pursuant to Section 228 of the Act;
- (e) if he resigns his office by notice in writing to the Association;
- (f) if he is absent from meetings of the directors for three consecutive meetings without leave of the directors and is not on the business of the Association and is not represented at any such meetings by an alternate director, and the directors resolve that his office be, by reason of such absence, vacated; provided that the directors shall have power to grant to any director not resident in Namibia leave of absence for any or an indefinite period;

10.5 A director may hold any other office or place of profit under the Association (except that of auditor) in conjunction with his office of director for such period and on such terms as to remuneration (in addition to the remuneration to which he



may be entitled as a director) and otherwise as the directors may determine.

- 10.6 A director of the Association may be or may become a director or other officer of any company promoted by the Association, or in which the Association may be interested as shareholder, or otherwise, and (except insofar as otherwise decided by the directors), he shall not be accountable for any remuneration or other benefits received by him as a director or officer of or from his interest in such other company.
- 10.7. Any director may act by himself or through his firm in a professional capacity for the Association (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director.
- 10.8 A director who is in any way whether directly or indirectly interested in a contract or arrangement or proposed contract or arrangement with the Association, shall declare the nature of his interest in accordance with Sections 242, 243, 245 and 246 of the Act.
- 10.9 Subject to the next succeeding article hereof no director or intending director shall be disqualified by his office from contracting with the Association either with regard to his tenure of any other office or place of profit under the Association or in any company promoted by the Association or in which the Association is interested or in respect of professional services rendered or to be rendered by such director or as vendor, purchaser or in any other manner whatever, nor shall any such contract or arrangement entered into by or on behalf of the company in which any director is in any way interested be liable to be avoided.



10.10 A director shall not vote nor be counted in the quorum and if he shall do so his vote shall not be counted on any resolution for his own appointment to any other office or place of profit under the Association or in respect of any contract or arrangement in which he is interested, but this prohibition shall not apply to

- (a) any arrangement for giving to any director any security or indemnity in respect of money lent by him to or obligations undertaken by him for the benefit of the Association; or
- (b) any arrangement for the giving by the Association of any security to a third party in respect of a debt or obligation of the Association which the director has himself guaranteed or secured; or
- (c) any contract or arrangement with the company in which he is interested by reason only of being a director, officer, creditor or Member of such company;

and any director of the Association may vote in favour of the exercise of such voting rights in manner aforesaid notwithstanding that he may be, or about to become, a director or other officer of such other company and as such, or in any other manner, is or may be interested in the exercise of such voting rights in manner aforesaid.

11. RETIREMENT OF DIRECTORS IN ROTATION

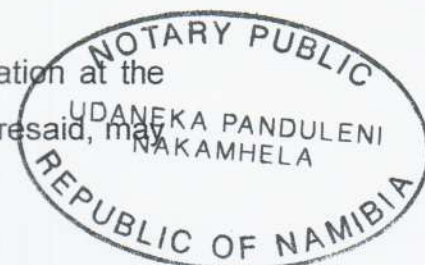
11.1 At the second Annual General Meeting two of the directors shall retire from office. If no agreement is reached as to who



these two directors shall be, those to retire shall be determined by lot. Thereafter, at every second Annual General Meeting one half of the directors for the time being shall retire from office. The directors so to retire shall be those who have been longest in office since their last election, but as between persons who became or were last elected directors on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lot; provided that notwithstanding anything herein contained, if at the date of any Annual General Meeting any director shall have held office for a period of three years since his/her last election or appointment, s/he shall retire at such meeting either as one of the directors to retire in pursuance of the foregoing or additionally thereto. The length of time a director has been in office shall be computed from his/her last election, appointment or date upon which s/he was deemed re-elected. A director retiring at a meeting shall remain in office until the close or adjournment of the meeting.

11.2 Subject to Article 11.1, retiring directors shall be eligible for re-election but no person, other than a director retiring at the meeting, shall, unless recommended by the directors, be eligible for election to the office of a director at any general meeting unless not more than fourteen but at least seven clear days before the day appointed for the meeting, there shall have been left at the Office a notice in writing by some Member duly qualified to be present and vote at the meeting for which such notice is given of his intention to propose such person for election and also notice in writing signed by the person to be proposed of his willingness to be elected.

11.3 Subject to the last preceding Article the Association at the meeting at which a director retires in manner aforesaid, may



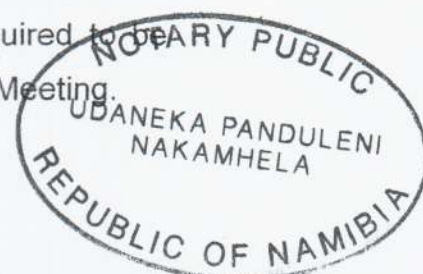
fill the vacated office by electing a person thereto and in default the retiring director, if willing to continue to act, shall be deemed to have been re-elected, unless at such meetings, it is expressly resolved not to fill such vacated office, or unless a resolution for the re-election of such director shall have been put to the meeting and lost.

11.4 The Association may in General Meeting (but subject to the provisions of Article 11.1) elect any person to be a director either to fill a casual vacancy or as an additional director, but so that the total number of directors shall not exceed at any time the maximum number fixed by or in accordance with these Articles.

11.5 No appointment of a director, except that of a retiring director re-elected at an Annual General Meeting or a General Meeting of the Association, shall take effect until the written consent of such person to act as a director of the Association has been lodged with the Association in accordance with Section 219 of the Act.

12. POWERS OF THE DIRECTORS

12.1 The business of the Association shall be managed by the directors, who may pay all such expenses of, and preliminary and incidental to the promotion, formation, establishment and registration of the Association as they think fit, and may exercise all such powers of the Association, and do on behalf of the Association all such acts as may be exercised and done by the Association, and as are not by the Act or by these Articles required to be exercised or done by the Association in General Meeting.



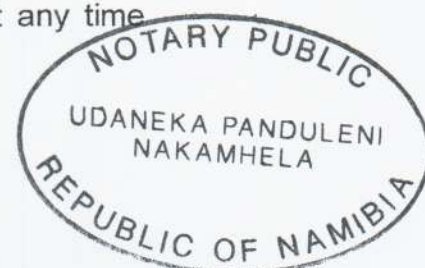
12.2 The Board may at any time prior to an order or resolution to wind up the Association and from time to time make calls for levies upon the Members in their capacity as such, for such sums as the Association shall from time to time require in order to enable it to discharge its obligations, or fulfil its objects, but not in excess of the amounts guaranteed by each Member in terms of the Association's Memorandum of Association.

12.3 The Members for the time being of the Board may act notwithstanding any vacancy in their body; provided always that in case the number of directors shall at any time be or be reduced to less than the minimum number prescribed by or in accordance with these Articles, it shall be lawful for them to act for the purpose of summoning a General Meeting or for filling up vacancies, but not for any other purposes. The directors shall be entitled to delegate all or any of their functions to another body on terms and conditions to be determined by the directors.

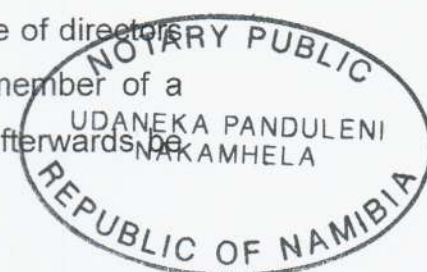
12.4 The directors may, at their discretion, co-opt persons to the Board for their expertise. Such co-opted Members shall have no voting rights.

13. PROCEEDINGS OF DIRECTORS AND COMMITTEES

13.1 The directors may meet for the dispatch of business, adjourn, and otherwise regulate their meetings as they think fit. A quorum necessary for the transaction of any business shall consist of one half of the number of directors plus one to the highest integer. A director may at any time, and the secretary upon the request of a director, shall at any time convene a meeting of the directors.



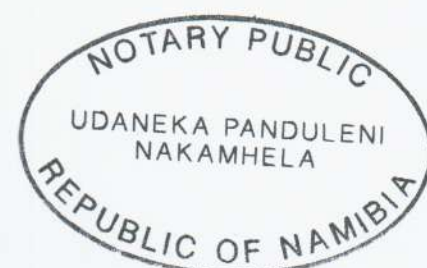
- 13.2 All questions arising at any Board meeting shall be decided by a majority of votes. The Chairperson shall in the case of an equality of votes have a second or casting vote.
- 13.3 A meeting of the directors at which a quorum is present shall be competent to exercise all or any or the powers, authorities and discretions by or under these articles for the time being vested in or exercisable by the directors generally.
- 13.4 A resolution in writing signed by the directors, being not less than are sufficient to form a quorum, shall be as valid and effectual as if it had been passed at a meeting of the directors duly called and constituted; provided that where a director is not so present, but has an alternate who is so present, then such resolution must also be signed by such alternate. All such resolutions shall be described as "directors' resolutions" and shall be forwarded or otherwise delivered to the secretary without delay, and shall be recorded by him in the Association's minute book and noted at the meeting of the directors next following the receipt thereof by him. A directors' resolution may be confirmed by e-mail by each director (round robin resolution).
- 13.5 The meetings and proceedings of any committee consisting of two or more persons shall be governed by the provisions herein contained for regulating the meetings and proceedings of the directors so far as the same are applicable thereto and are not superseded by any regulations made or imposed by the directors.
- 13.6 All acts done by the directors or by a committee of directors or by any person acting as a director or a member of a committee, shall, notwithstanding that it shall afterwards be



discovered that there was some defect in the appointment of the directors or persons acting as aforesaid, or that they or any of them were disqualified from or had vacated office, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director or Member of such committee.

14. AUTHENTICATION OF DOCUMENTS

- 14.1 Any director or the secretary or any person appointed by the directors for the purpose shall have power to authenticate any documents affecting the constitution of the Association and any resolutions passed by the Association or the directors, and any books, records, documents and accounts relating to the business of the Association and to certify copies thereof or extracts therefrom as true copies or extracts; and where any books, records, documents or accounts are elsewhere than at the Office of the local manager or other officer of the Association having the custody thereof shall be deemed to be the person appointed by the directors aforesaid.
- 14.2 A document purporting to be a copy of a resolution of the directors or an extract from the minutes of a meeting of the directors which is certified as such in accordance with the provisions of the last preceding article shall be conclusive evidence in favour of all persons dealing with the Association upon the faith thereof that such resolution has been duly passed or, as the case may be, that such extract is a true and accurate record of a duly constituted meeting of the directors.



15. ACCOUNTS

- 15.1 The directors shall cause to be kept such accounting records and books of account and in such form as may be required by Law to establish the Association.
- 15.2 The accounting records shall be kept at the Head Office of the Association and shall be open to inspection by the directors at all reasonable times during business hours.
- 15.3 An annual financial statement containing all relevant information shall be laid down before the Association in Annual General Meeting.
- 15.4 Such annual financial statements shall be delivered or sent by post to the registered address of each Member at least 21 days before such annual general meeting.

16. AUDITORS

- 16.1 Auditors shall be appointed and their duties regulated in accordance with the provisions of the Statutes.
- 16.2 Subject to the provisions of the Statutes, all acts done by any person acting as auditor, shall, as regards all persons dealing in good faith with the Association, be valid notwithstanding that there was some defect in his appointment.
- 16.3 All annual financial statements when audited and laid before an Annual General Meeting shall be deemed conclusively correct, and shall not be re-opened.



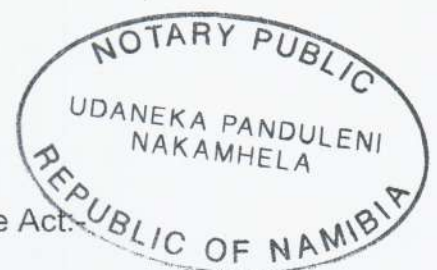
17. NOTICES

- 17.1 Any notice or other document may be served by the Association upon any Member either personally or by sending it through the post in a prepaid envelope or wrapper, addressed to such Member at his registered address; or by e-mail, or by social media such as WhatsApp, or sms messaging.
- 17.2 Any notice or other document, if served by post, shall be deemed to have been served within five days of the time when the same was put in the post, and in proving such service it shall be sufficient to prove that the notice or document was properly addressed, stamped and put in the post. Any notice served by electronic medium shall be deemed to have been served one business day after it was sent unless it is proved by the intended recipient that s/he did not receive the notice.
- 17.3 Save as otherwise expressly provided, where a given number of days notice, or notice extending over any period, is required to be given, the day of service shall not, unless it is otherwise provided, be counted in such number of days or other period.

18. INDEMNITY

- 18.1 Subject to the provisions of Section 255 of the Act.

- (i) Every director, manager, secretary, auditor and officer of the Association shall be indemnified out of



the funds of the Association against all liabilities incurred by him as such director, manager, secretary, auditor or officer in defending any proceedings, whether civil or criminal, in which judgement is given in his/her favour, or in which s/he is acquitted, or in connection with any application under Section 256 of the Act in which relief is granted to him by the Court; and

- (ii) every such person as aforesaid shall be indemnified by the Association against all acts done in good faith and it shall be the duty of the directors out of the funds of the Association to pay all costs, losses and expenses which any such person may incur or become liable to by reason of any contract entered into or act or deed done by him as such director, secretary, manager, auditor or officer of the Association or in any way in the discharge of his duties.

18.2 Subject to the provisions of the Statutes, no Director, manager, secretary, auditor or officer or servant of the Association shall be liable for the acts, receipts, neglects, or defaults of any other director, manager, secretary, auditor or officer of servant, or for joining in any receipt or other act for conformity, or for loss or expense happening to the Association through the insufficiency or deficiency of title to any property acquired by order of the directors for and on behalf of the Association, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Association shall be invested, or for any loss or damage arising from the insolvency or delict of any person with who any monies, securities of effects shall be deposited, or for any loss or damage occasioned by any



error of judgement or oversight on his part, or for any other loss, damage or misfortune whatsoever which shall happen in the execution of his duties of office or in relation thereto, unless the same happen through his own dishonesty or gross negligence.

19. OBLIGATIONS OF MEMBERS REGARDING THEIR LAND

19.1 Use of land:

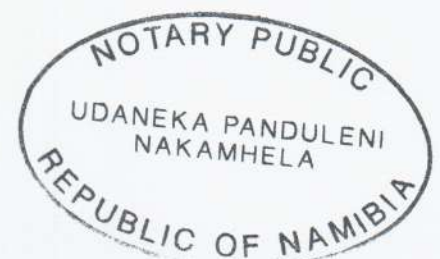
It shall be the obligation of each Member to procure that anybody who is granted access to his or her land in the Reserve or any facilities thereon, or is allowed to make use of such land or facilities, shall comply in all respects with the terms and conditions of these Articles of Association.

20. RESERVATION OF PRIVACY AND OWNERSHIP RIGHTS

Except as specifically provided and determined by these Articles, all Members retain those rights and privileges of private ownership of their land according to common law – not specifically limited by these Articles – and Members must respect each other's privacy.

21. WILDLIFE UTILISATION

All wildlife utilisation activities will be subject to the provisions of the Reserve Development and Management Plan approved annually in General Meeting.



22. RIGHTS AND LIABILITIES OF MEMBERS

22.1 All members of the EMNS are obliged to pay a contribution of N\$ 1.00 (one Namibian Dollar) to the assets of the company, should it be liquidated, to settle debts or liabilities which the Association has incurred before membership of the affected members has terminated or for one year afterwards and also to pay for the costs, charges and expenses of the liquidation of the Association.

22.2 A Member shall have no proprietary right, title or claim to or interest in any of the property or assets of the Association. With regard to claims against the Association, the liability of Members of the Association shall be limited to the payment of unpaid subscriptions, levies or any debts due to the Association and all persons shall be deemed to contract or deal with the Association on this basis.

23. ALTERATIONS AND AMENDMENT OF THESE ARTICLES

These Articles may only be altered, amended or substituted by unanimous vote and any changes may not contradict the original objectives of the association as contained in Article 2.

24. CONTROL OF PROPERTY AND LITIGATION

The control of all movable and immovable property of the Association shall be vested in the Board of Directors of the Association. The Association may be represented in any legal proceedings brought by it or against it by the Chairperson of the



Board of Directors for the time being or any other person delegated for such purpose by the Board.

25. WINDING UP

Upon its winding-up, deregistration or dissolution the assets of the Association remaining after the satisfaction of all its liabilities shall be given or transferred to some other Association or institution having objects similar to these main objects, this to be determined by the Members of Association at or before the time of its dissolution, or, failing such determination, by the Court.

26. RIGHT OF APPEAL

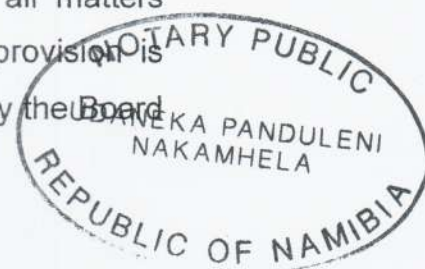
All Members of the Association from time to time shall have a right of appeal to a General Meeting against any decision of the Board.

27. FINALITY OF RESOLUTIONS OF GENERAL MEETINGS

Save as otherwise specifically provided herein, a Special and Annual General Meeting shall have an absolute discretion and all its resolutions and decisions shall be final and binding on all Members without prejudice to such rights of review by a court of procedural issues as may be available at law.

28. INTERPRETATION

Notwithstanding any other provision to the contrary, all matters upon which these Articles are silent and for which provision is reasonably required may be settled and decided upon by the Board



in its discretion, who may decide all questions of interpretation of these Articles and all such decisions shall be final and binding upon all Members if not reviewed by the members in General Meeting.

29. ARBITRATION

In the event of any dispute arising as to the interpretation of these Articles or in the event of any dispute whatsoever arising between Members in regard to any matter covered or governed by these Articles, the Association or the disputing Member shall be entitled to refer any such dispute to arbitration, in which event the parties thereto shall be obliged to refer the said dispute to arbitration before an arbitrator who shall be agreed between the parties to such dispute. The decision of the said arbitrator shall be final and binding on the parties concerned and on the Association and its Members.

30. GENERAL

30.1 Breach of terms and conditions

In the case of a Member of the Association which is a company, association, corporate body or some entity other than a natural person, any act or omission by any of its members which, if done by a Member of the Association, would constitute a breach of the terms and conditions of these Articles or a decision or regulation of the Association or its Board, shall be deemed to be the act or omission of such Member of the Association which shall be responsible for such breach and liable to disciplinary or other action accordingly.



30.2 Waiver

The waiver by the Association or any of its Members of any breach of any of the terms and conditions of these Articles or any decision of the Association or its Board shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions thereof.

No favour, delay, relaxation or indulgence on the part of either the Association or any of its Members in exercising any power or right conferred on such party in terms of these Articles shall operate as a waiver of such power or right, nor shall any single or partial exercise thereof or the exercise of any other power or right under these Articles.

The termination of any Member's membership of the Association shall not prejudice the rights of the Association or any of its Members in respect of any antecedent breach or non-performance by such ex-Member of any of the terms or conditions of these Articles or any decision of the Association or its Board.

30.3 Reservation of rights to the name "Erongo Mountain Nature Sanctuary"

Without the prior written consent of the Board, no Member or former Member shall be entitled to apply the name either alone or in conjunction with any other words to any company name, business name, partnership name or trade name. It is hereby recorded that the name shall be applied exclusively to the Erongo Mountain Nature Sanctuary, its activities, and the Association which represents such Reserve.



This provision shall not apply to any operations already conducted in relation to the Reserve and using the name "Erongo Mountain Nature Sanctuary" in its identification, prior to the adoption of these Articles.

END



BUSINESS AND INTELLECTUAL PROPERTY AUTHORITY - BIPA

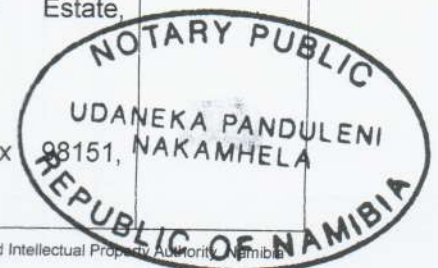
COMPANIES ACT 2004
(Section 64) (Regulation 18 (1), (2) and (3))



CM44C

SIGNATORIES TO ARTICLES OF ASSOCIATION

| Particulars of subscriber | Date and signature of subscriber | Particulars of witness | Date and signature of witness |
|---|---|---|---|
| <p>1. Full names: Karl Hermann Hinterholzer</p> <p>Occupation: Director</p> <p>Residential address: Farm Ekutu, No.129</p> <p>Business address: Farm Ekutu, No.129</p> <p>Postal address: P.O.Box 291</p> | <p><i>M. Vassallo</i> 16 Dec 2020</p> | <p>1. Full names: Nhika Vittorio Vassallo</p> <p>Occupation: Legal Intern</p> <p>Residential address: Erf 126 Zebra Street, Omeya, Golf Estate, Windhoek</p> <p>Business address: N/A</p> <p>Postal address: P.O.Box 98151, Windhoek</p> | <p><i>N. Vassallo</i> 16 Dec 2020</p> |
| <p>2. Full names: Peter Edgar Marten Hinterholzer</p> <p>Occupation: Farmer</p> <p>Residential address: Erongo Lodge, Farm Otjimissauna No.132</p> <p>Business address: Erongo Lodge, Farm Otjimissauna No.132</p> <p>Postal address: P.O.Box 291</p> | <p><i>M. Vassallo</i> 16 Dec 2020</p> | <p>2. Full names: Nhika Vittorio Vassallo</p> <p>Occupation: Legal Intern</p> <p>Residential address: Erf 126 Zebra Street, Omeya, Golf Estate, Windhoek</p> <p>Business address: N/A</p> <p>Postal address: P.O.Box 98151, Windhoek</p> | <p><i>N. Vassallo</i> 16 Dec 2020</p> |
| <p>3. Full names: Rolf Ulrich Lübbe</p> <p>Occupation: Physician (retired)</p> <p>Residential address: Farm Erongo West, No.83</p> <p>Business address: Farm Erongo West, No.83</p> <p>Postal address: P.O.Box 341</p> | <p><i>M. Vassallo</i> 16 Dec 2020</p> | <p>3. Full names: Nhika Vittorio Vassallo</p> <p>Occupation: Legal Intern</p> <p>Residential address: Erf 126 Zebra Street, Omeya, Golf Estate, Windhoek</p> <p>Business address: N/A</p> <p>Postal address: P.O.Box 98151, Windhoek</p> | <p><i>N. Vassallo</i> 16 Dec 2020</p> |
| <p>4. Full names: Harald Godofred Werner Rust</p> <p>Occupation: Professional Hunter</p> <p>Residential address: Farm Omandumba West, No 137</p> <p>Business address: Farm Omandumba West, No 137</p> <p>Postal address: P.O.Box 129, Omaruru</p> | <p><i>M. Vassallo</i> 16 Dec 2020</p> | <p>4. Full names: Nhika Vittorio Vassallo</p> <p>Occupation: Legal Intern</p> <p>Residential address: Erf 126 Zebra Street, Omeya, Golf Estate, Windhoek.</p> <p>Business address: N/A</p> <p>Postal address: P.O.Box 98151, Windhoek</p> | <p><i>N. Vassallo</i> 16 Dec 2020</p> |



SIGNATORIES TO ARTICLES OF ASSOCIATION

| Particulars of subscriber | Date and signature of subscriber | Particulars of witness | Date and signature of witness |
|--|---|--|---|
| <p>5. Full Names: Kai-Uwe Denker</p> <p>Occupation: Professional Hunter</p> <p>Residential address: Farm Schlucht, No. 162, Omaruru</p> <p>Business address: Farm Schlucht, No. 162, Omaruru</p> <p>Postal address: P. O. Box 240, Omaruru</p> | <p><i>M. Denker</i> 16 Dec 2020</p> | <p>5. Full Names: Nhika Vittorio Vassallo</p> <p>Occupation: Legal Intern</p> <p>Residential address: Erf 126 Zebra Street, Omeya, Golf Estate, Windhoek</p> <p>Business address: N/A</p> <p>Postal address: P.O.Box 98151, Windhoek</p> | <p><i>N. Vassallo</i> 16 Dec 2020</p> |
| <p>6. Full Names: Micheal Tim Dr.Koehne</p> <p>Occupation: Director</p> <p>Residential address: c/o Schultemaurer & Ratoborst Street, No.4 10999, Berli</p> <p>Business address: c/o Schultemaurer & Ratoborst Street, No.4</p> <p>Postal address: 10999, Berlin</p> | <p><i>M. Koehne</i> 16 Dec 2020</p> | <p>6. Full Names: Nhika Vittorio Vassallo</p> <p>Occupation: Legal Intern</p> <p>Residential address: Erf 126 Zebra Street, Omeya, Golf Estate, Windhoek</p> <p>Business address: N/A</p> <p>Postal address: P.O.Box 98151, Windhoek</p> | <p><i>N. Vassallo</i> 16 Dec 2020</p> |
| <p>7. Full names Diethelm Klaus Rust</p> <p>Occupation: Professional Hunter</p> <p>Residential address: Farm Omandumba Ost, No.133</p> <p>Business address: Farm Omandumba Ost. No.133</p> <p>Postal address: P.O.Box 57, Omaruru</p> | <p><i>M. Rust</i> 16 Dec 2020</p> | <p>7. Full names: Nhika Vittorio Vassallo</p> <p>Occupation: Legal Intern</p> <p>Residential address: Erf 126 Zebra Street, Omeya, Golf Estate, Windhoek</p> <p>Business address: N/A</p> <p>Postal address: P.O.Box 98151, Windhoek</p> | <p><i>N. Vassallo</i> 16 Dec 2020</p> |
| <p>8. Full names: Hagen Denker</p> <p>Occupation: Farmer</p> <p>Residential address: Farm Ameib, No.60</p> <p>Business address: Farm Ameib, No.60</p> <p>Postal address: P.O.Box 131, Usakos</p> | <p><i>M. Denker</i> 16 Dec 2020</p> | <p>8. Full names: Nhika Vittorio Vassallo</p> <p>Occupation: Legal Intern</p> <p>Residential address: Erf 126 Zebra Street, Omeya, Golf Estate, Windhoek</p> <p>Business address: N/A</p> <p>Postal address: P.O.Box 98151, Windhoek</p> | <p><i>N. Vassallo</i> 16 Dec 2020</p> |

