

OPTION TO PURCHASE IMMOVABLE PROPERTY

# Muster für Website

Entered into by and between:

CLOUD RETIREMENT DEVELOPMENT CC

Registration Number CC/2020/00499

Herein represented by **CARSTEN MOHLE** in his capacity as duly authorized member

Postal Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Cell / Tel No.: \_\_\_\_\_

(hereinafter called the GRANTOR and/or SELLER)

**AND**

\_\_\_\_\_  
Identity Number / Born on \_\_\_\_\_

\_\_\_\_\_ [marital status]

Postal Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Cell / Tel No.: \_\_\_\_\_

(hereinafter called GRANTEE and/or PURCHASER)

[collectively referred to as "Parties" and individually as "Party", as the context may require]

**WHEREAS:**

1. The Grantor is the registered owner of the following Property, namely:

Certain: Erf No. \_\_\_\_\_ Cloud Nine  
 Situate in the Municipality of Omaruru  
 Registration Division "C", Erongo Region  
 Measuring \_\_\_\_\_ square meters  
 Held by Deed of Transfer No. T \_\_\_\_\_

**("Property")**

2. The Property is, at the date of signature of this document, un-serviced land and therefore not eligible to be transferred into the name of a third party.
3. The Grantee is desirous to obtain from the Grantor an option to purchase the Property and the Grantor is committed to grant such option to the Grantee, on the terms and conditions contained herein and set out in Annexure "A" hereto.

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

1. **OPTION**

The Grantor hereby grants to the Grantee the first option to purchase the Property from the Grantor for an amount of N\$ \_\_\_\_\_ ( \_\_\_\_\_ Namibia Dollars) ("**Purchase Price**"), payable by the Grantee to the Grantor in the manner as set out in 2 below.

2. **EXERCISE OF OPTION**

This option must be exercised by the Grantee and delivered to the Grantor by sending an e-mail to \_\_\_\_\_ within 7 (seven) days after the issuance of the Take-over Certificate by the Municipality of Omaruru, as more fully set out in clause 4 below, whichever event occurs last.

3. **PURCHASE PRICE AND PAYMENT**

- 3.1. The Purchase Price is payable by the Grantee to the Grantor as follows:

- 3.1.1. The amount of N\$ \_\_\_\_\_ ( \_\_\_\_\_ Namibia Dollar) on date of signature of this document;
- 3.1.2. The amount of N\$ \_\_\_\_\_ ( \_\_\_\_\_ Namibia Dollar) will be payable by the Purchaser 7 (seven) business days from the date of exercising the Option.
- 3.2. In the event of the Grantor not being able to pass transfer of the Property for reason of the completion of municipal services as recorded in paragraph 4 of this agreement, not being legally possible, then and in that event the Purchase Price or any portion thereof, will be reimbursed to the Purchaser.
- 3.3. All payments to be made in terms of this document, shall be done in cash by Electronic Funds transfer, into the trust account of Engling, Stritter and Partners (“Attorneys”), and the Parties hereby authorise the Attorneys to pay the funds in the manner as set out in this document. The Attorney’s trust account banking details are as follows:
- |                |                                |
|----------------|--------------------------------|
| Bank Name:     | Nedbank Namibia Limited        |
| Account Name:  | Engling, Stritter and Partners |
| Account No.:   | 110 004 375 08                 |
| Branch:        | 461 617 (Windhoek Main Branch) |
| SWIFT Address: | NEDSNANX                       |
| Reference:     | <b>[Erf No. Cloud 9]</b>       |
- 3.4. The Purchaser herewith authorizes and instructs the Attorneys to invest the Purchase Price, or any portion thereof paid by the Purchaser, in an interest-bearing call account, for credit of the Purchaser, in accordance with the provision of Section 26(3) of the Legal Practitioners Act, until the date of transfer of the Property into the name of the Purchaser at the Windhoek deeds registry (“**Transfer Date**”).

#### 4. **COMPLETION OF MUNICIPAL SERVICES**

- 4.1. It is herewith agreed that the Grantor must still develop and complete infrastructure for the availability of municipal services on the Property, before the Property can be transferred and registered in the name of the Purchaser.

- 4.2. The Grantor undertakes to, at his costs, commence with the construction of the infrastructure as soon as reasonably possible.
- 4.3. Completion of the infrastructure shall be evidenced by a Take-over certificate issued by the Municipality of Omaruru and applied for and obtained by the Grantor as soon as possible after completion of the infrastructure on the Property.

5. **DEED OF SALE**

- 5.1. The option as contained in this document, when exercised, does not constitute a deed of sale and the Parties shall, within 7 (seven) days of the Grantee exercising his option, in the manner set out in 2 above, enter into a Deed of Sale, to be prepared by the Attorneys with the terms and conditions similar, but not limited, to those set out in Annexure "A" hereto, initialed by both Parties.
- 5.2. The Parties specifically record that the terms and conditions set out in this document shall remain valid and enforceable after the execution of the Deed of Sale referred to in 5.1 above.

6. **SIGNATURE**

- 6.1. This Agreement is signed by the Parties on the dates and at the places indicated below.
- 6.2. This Agreement may be executed in counterparts (including electronically scanned copies sent by electronic mail), which or each of which shall be deemed an original, and all of which together shall constitute one and the same document as at the date of signature of the Party last signing one of the counterparts of the electronic, as the case may be.
- 6.3. The persons signing this document in a representative capacity warrant their authority to do so.

IN WITNESS WHEREOF the Parties have hereunto set their hands in the presence of the undersigned witnesses.

Signed by the Grantor at \_\_\_\_\_ on \_\_\_\_\_  
2024.

1. \_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_ Grantor

Signed by the Grantee at \_\_\_\_\_ on \_\_\_\_\_  
2024.

1. \_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_ Grantee

**Terms and conditions of the Deed of Sale to be executed upon exercise of the  
Option to purchase**

**1. INTERPRETATION AND DEFINITIONS**

- 1.1. The headings to the clauses and any schedules to this Agreement are for reference purposes only and shall in no way govern or affect the interpretation of, nor modify, nor amplify the terms of this Agreement, nor any clause, annexure or schedule hereof.
- 1.2. Unless inconsistent with the context, the words and expressions set forth below, shall bear the following meanings and cognate expressions shall bear corresponding meanings:
- 1.2.1. **"Agreement"** means the agreement as set out in this document, including any schedule or annexes thereto;
- 1.2.2. **"Attorneys"** means **Engling, Stritter and Partners**, situated at 12, Love Street, Windhoek, Namibia, Tel: +264 61 383 300, Email: [aschnugh@englinglaw.com.na](mailto:aschnugh@englinglaw.com.na);
- 1.2.3. **"Business Day"** shall mean any day (other than a Saturday, Sunday or an officially recognized Public Holiday in terms of the Public Holidays Act 26 of 1990) on which banks are open for business in Namibia;
- 1.2.4. **"Cloud 9 Home Owners Association"** means the Home Owners Association to be established for maintenance and regulation of the Township, upon the first transfer of the first property in the Township from the Seller to a third party; and of which each registered owner of a property located within the Township shall be a member;

- 1.2.5. “**Deposit**” means the amount of N\$ [•] paid by the Purchaser as part of the Purchase Price, into the trust account of the Attorneys, for credit of the Seller, as set out in the Option;
- 1.2.6. “**Effective Date**” means the date when this Agreement becomes effective, being the Signature Date;
- 1.2.7. “**Law**” means any law (including common or customary law), or statutory, constitution, decree, judgment, treaty, regulation, directive, by-law or any other legislative measure of any government, local government, statutory or regulatory body or court;
- 1.2.8. “**Option**” means the Option to purchase the Property and granted by the Seller to the Purchaser on or about [•];
- 1.2.9. “**Party**” means either of the Seller or Purchaser, and “**Parties**” means both of them, as the context may require;
- 1.2.10. “**Property**” means the property described in the Option and purchased by the Purchaser from the Seller;
- 1.2.11. “**Purchase Price**” means the purchase price provided for in 2 (*Purchase Price*) below;
- 1.2.12. “**Signature Date**” shall, subject to 0 (*Signature*), mean the date upon which this Agreement is signed by the Party signing same last in time;
- 1.2.13. “**Transfer Date**” means the date upon which the Property is transferred and registered into the name of the Purchaser in the Deeds Registry Office.
- 1.3. Unless inconsistent with the context or save where the contrary is expressly indicated:
- 1.3.1. if any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it appears only in this 1 (*Interpretation and Definitions*), effect shall be given to it as if it were a substantive provision of this Agreement;

- 1.3.2. when any number of days are prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a Business Day, in which case the last day shall be the next succeeding Business Day and notwithstanding the fact that it has not been stated as such in any one or more clause of this Agreement only Business Days shall be taken in the computation of any period provided for in this Agreement;
  - 1.3.3. in the event that the day for performance of any obligation to be performed in terms of this Agreement, shall fall on a day which is not a Business Day, the relevant day for performance shall be the subsequent Business Day;
  - 1.3.4. any reference in this Agreement to this Agreement or any other agreement or document, unless specifically otherwise stipulated, shall be construed as a reference to this Agreement or as the case may be, such other agreement or document as same may have been or may from time to time be amended, varied, novated or supplemented;
  - 1.3.5. a reference to a Party includes that Party's successors-in-title and permitted assigns.
- 1.4. Unless inconsistent with the contents, an expression which denotes:
- 1.4.1. any one gender includes the other genders;
  - 1.4.2. a natural person includes an artificial person and *vice versa*; and
  - 1.4.3. the singular includes the plural and *vice versa*.
- 1.5. The schedules and annexes to this Agreement, if any, form an integral part hereof and words and expressions defined in this Agreement shall bear, unless the context otherwise requires, the same meaning in such annexes and schedules. To the extent that there is any conflict between the annexes and schedules in this Agreement and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 1.6. 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, shall bear



the same meaning as ascribed to it for all purposes in terms of this Agreement, notwithstanding that the terms are not being defined in this 1 (*Interpretation and Definitions*).

- 1.7. The rule of construction, that in the event of ambiguity, the Agreement shall be interpreted against the Party responsible for the drafting thereof, shall not apply in the interpretation of this Agreement.
- 1.8. Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.

## 2. **PURCHASE PRICE AND PAYMENT**

- 2.1. The consideration payable by the Purchaser to the Seller is the amount of N\$ \_\_\_\_\_ (\_\_\_\_\_ Namibia Dollar) which shall exclude all transfer fees, transfer duty, stamp duty and bond registration costs (if any).
- 2.2. The Purchase Price shall be paid by the Purchaser to the Seller at Windhoek, as follows:
  - 2.2.1. The Deposit is already paid into the trust account of the Attorneys; and
  - 2.2.2. The balance of the Purchase Price (being the Purchase Price less the Deposit) on the Transfer Date; provided that the Purchaser complies with 2.2.3 or 2.2.4 below (as the case may be).
  - 2.2.3. The Purchaser shall within 7 (seven) Business Days of the date of demand by the Attorneys, furnish an acceptable bank guarantee (issued by a financial institution) or letter of undertaking (as the case may be) –
    - 2.2.3.1. The terms and condition of which shall be acceptable to the Seller (or the Attorneys on its behalf); and
    - 2.2.3.2. Secures payment of the Purchase Price (or the remaining balance thereof) to the Seller on the Transfer Date.

2.2.4. In the event that the Purchaser shall not require financing of the Purchase Price from a financial institution, the Purchaser shall within 7 (seven) Business Days of the Signature Date either –

2.2.4.1. Pay the Purchase Price (or the balance thereof) to the Attorneys (so as to secure payment of the Purchase Price on the Transfer Date), who shall invest the funds in an interest-bearing call account in accordance with Section 26(3) of the Legal Practitioners Act No. 15 of 1995 (this Agreement constituting the mandate therefore) and the interest accruing thereon being for the benefit of the Purchaser, until the Transfer Date; or

2.2.4.2. Deliver an irrevocable on demand bank guarantee or letter of undertaking (the terms of which are acceptable to the Seller) to the Attorneys for the Purchase Price (or the balance thereof).

2.3. All and any payments to be affected in terms of this Agreement shall be made free of exchange and all bank charges, without any deduction (save for the permitted deductions) or set off, into the trust account of the Attorneys, the detail of which are as follows:

Bank Name:	Nedbank Namibia Limited
Account Name:	Engling, Stritter & Partners
Account No.:	11 000 437 508
Branch Code:	461 617
Branch Name:	Windhoek Main Branch
SWIFT Address:	NEDSNANX

2.4. The Attorneys are duly and irrevocably authorized by the Seller and/or the Purchaser (as the case may be) to effect payments, provided for in this Agreement on their behalf.

### 3. **RISK AND BENEFIT**

The risk of ownership of the Property shall pass from the Seller to the Purchaser on the Transfer Date from which date the Purchaser shall also receive all benefits in and from the Property.

#### 4. COSTS

- 4.1. The Purchaser is held responsible, on demand by the Attorneys to pay all costs incurred in respect of the transfer of the Property into the Purchaser's name, including transfer duty (which is payable within 6 months of the Signature Date, failing thereof, penalty interest shall accrue to the Purchaser at a rate of 10% per annum on the amount of transfer duty) as well as stamp duty and all other costs of transfer and matters incidental thereto.
- 4.2. The *Seller* shall be responsible for payment of the balance in respect of any bond or bonds, as well as cancellation costs (if applicable).

#### 5. TRANSFER

- 5.1. Transfer of the Property shall be passed by the Attorneys and shall be given and taken within a reasonable time after the occurrence of the Effective Date and the Purchaser having complied with the terms of 2 (*Purchase Price and Payment*) and 4 (*Costs*) hereof.
- 5.2. As soon as the Seller tenders transfer, but subject to 2 (*Purchase Price and Payment*), the Purchaser will be compelled to take all necessary steps and to perform all other actions in order to take transfer without any delay.

#### 6. POSSESSION AND OCCUPATION

The Seller shall give possession and vacant occupation of the Property to the Purchaser as soon as reasonably possible on or after the Transfer Date, provided that the Purchase Price has been received from the Purchaser by the Attorney as provided for in 2.2 above.

#### 7. RATES AND TAXES

- 7.1. The Seller shall be responsible for the payment of all Rates, Taxes and local authority levies up to the Transfer Date. The Purchaser shall refund the Seller a proportionate share of the Rates, Taxes and other local authority levies or any duties paid to the applicable authorities in advance upon the Property beyond the Transfer Date.
- 7.2. The Seller shall furnish the Attorneys with a certificate issued by the relevant local authority to the effect that all rates, taxes and amounts due to it, have

been paid or provided for up to and including the Transfer Date. The Attorneys are hereby authorized by the Seller to utilize so much of the Purchase Price as may be required for payment of the aforesaid amounts due and owing by the Seller, should the Seller fail to deliver a certificate as envisaged in this clause, upon demand by the Attorneys.

8. **VOETSTOOTS**

- 8.1. The Property is sold as described in the existing Title Deed or diagrams thereof, and is subject to all conditions and servitude(s) (if any) attached thereto or mentioned or referred to in the said Title or prior Deeds. The Seller shall not be liable for any deficiency in extent or error in description which may be revealed upon any resurvey nor shall the Seller benefit by any possible surplus and the Purchaser acknowledges that it has fully acquainted itself with the Property.
- 8.2. The Property is further sold “**voetstoots**” and as it is. The Seller shall not be liable for any defects in the Property, either latent or patent.
- 8.3. The Seller warrants that the Property will be free of all encumbrances upon the Transfer Date.

9. **WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS**

- 9.1. The Seller at the Signature Date and on each subsequent day that this Agreement is in force –
- 9.1.1. warrants and represents that to the best of its knowledge and belief, the execution of this Agreement and fulfilment of the obligations in accordance with the terms of this Agreement do not contravene any law or any contractual obligation binding on him; and
- 9.1.2. undertakes to sign without delay all such documents and agreements as it may be required to sign by the Attorneys to give effect to the intent and purpose of this Agreement and the terms and conditions contained herein.
- 9.2. The Purchaser at the Signature Date –

9.2.1. warrants and represents that all necessary approvals, and authorizations required by the Purchaser to enter into and give effect to this Agreement have been validly acquired; and

9.2.2. undertakes to sign without delay all such documents and agreements as it may be required to sign by the Attorneys to give effect to the intent and purpose of this Agreement and the terms and conditions contained herein.

9.3. It is recorded that the Purchaser and the Seller respectively have entered into this Agreement on the strength and relying on the warranties, representations and undertakings in this 9 ("*Warranties, Representations and Undertakings*"), each of which shall be deemed to be separate warranties, representations and undertakings, given without prejudice to any other warranty (including implied warranties), representation or undertaking and deemed to be material warranties, representations and undertakings inducing the Purchaser and Seller to enter into this Agreement.

## 10. **NOVATION**

The Parties hereby agree that this Agreement shall supersede **all** previous agreements (*whether in writing or not*) made between the Parties (if any) in respect of the sale of the Property and accordingly this Agreement constitutes a novation of any previous agreement(s) of sale of the Property between the Parties (if any).

## 11. **BREACH**

11.1. If a Party is in breach of any term of, or warranty given in terms of this Agreement, the other Party shall be entitled to cancel this Agreement *only* if such breach is material.

11.2. Such breach shall not be material if written notice (which the aggrieved Party shall be obliged to give) of such breach is given to the breaching Party by the aggrieved Party and such breach is remedied within 14 (fourteen) days of receipt of such notice.

11.3. Subject to the revisions of 11.1 above, should any Party hereto commit a material breach of this Agreement, and fail to remedy same within the time period stipulated in 11.2 above, then the aggrieved Party shall be entitled at its option to:

- 11.3.1. cancel the Agreement forthwith;
- 11.3.2. to claim damages;
- 11.3.3. claim specific performance of all the terms and conditions of this Agreement; or
- 11.3.4. to exercise all or any rights which it might hold under the common law of Namibia or otherwise.

12. **CO-OPERTION**

The Parties hereby undertake to each other to:-

- 12.1. do and to procure the doing by other persons, all such acts; and
- 12.2. pass, and to procure the passing of all such Resolutions (if applicable)

to the extent that the same may lie within such Party's power, and may be required to give effect to the import or intent of this Agreement, or any contract concluded pursuant to the provisions of this Agreement.

13. **ENTIRE CONTRACT**

The Parties agree that this Agreement constitutes the entire contract between them and that there are no other conditions, stipulations, warranties or representations whatsoever made, other than such as may be included herein or in any subsequent written document signed by the Parties hereto. This Agreement supersedes and replaces any and all agreements between the Parties (and other persons, as may be applicable) and undertakings given to or on behalf of the Parties (and other persons, as may be applicable), whether in writing or otherwise, in relation to the subject matter hereof.

14. **NOTICES AND DOMICILIA**

- 14.1. The Parties select as their respective *domicilia citandi et executandi* for the purpose of legal proceedings and for the purposes of giving or sending any notice provided for or necessary in terms of this Agreement, the following address:

**Seller:** No. 28, Coetzee Street, Pionierspark, Windhoek, Namibia  
e-mail: [wolke9@bwana.de](mailto:wolke9@bwana.de)  
Cell: +264 81 127 3130  
For Attention: Mr. CH Möhle

**Purchaser:** Physical Address: \_\_\_\_\_  
\_\_\_\_\_  
Postal Address: \_\_\_\_\_  
\_\_\_\_\_  
Email Address: \_\_\_\_\_  
Cell No: \_\_\_\_\_

or such other address or telefax number as may be substituted by notice given as required. Each Party will be entitled from time to time to vary its domicile by written notice to the other to any other address within Namibia which is not a post office box or *poste restante*.

- 14.2. Any notice addressed to a Party at its physical or postal address will be sent by prepaid registered post, or delivered by hand, or sent by telefax.
- 14.3. A notice will be presumed, unless the contrary is proved, to have been given –
  - 14.3.1. if posted by prepaid registered post, 7 (seven) days after the date of posting thereof;
  - 14.3.2. if hand delivered during business hours on a Business Day, on the day of delivery;
  - 14.3.3. if sent by electronic mail, on the first Business Day following the date of sending of such electronic mail.
- 14.4. Notwithstanding any provision to the contrary a notice actually received by a Party, although not at or in terms of his chosen *domicilium* in terms of 14.1, shall be regarded as adequate notice for purposes of this Agreement.

15. **GENERAL**

- 15.1. The Parties hereby agree to indemnify the Attorneys, against any loss(es) suffered by either Party in respect of interest which may accrue to either Party

as a result of delay(s) in the registration of the transfer, which is not directly attributable to the gross negligence of the Attorneys.

- 15.2. No amendment or consensual cancellation of this Agreement or any provision or term thereof including this 15.2 and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement including this 15.2 shall be binding unless recorded in a written document signed by the Parties.
- 15.3. No extension of time or waiver or relaxation of any provision or term of this Agreement including this 15.3 shall operate as an estoppel against any Party in respect of its rights under this Agreement, nor shall it operate so as to preclude such Party thereafter from exercising its rights strictly in accordance with this Agreement.
- 15.4. Any such extension, waiver or relaxation or suspension which is so given or made in terms of 15.3 above shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.
- 15.5. No Party shall be bound by any expressed or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract or not.
- 15.6. Each Party warrants that it is acting as a principal and not as an agent for an undisclosed principal.
- 15.7. No Party, nor the trustee, provisional liquidator, provisional judicial manager or judicial manager may cede any of its rights or delegate any of its obligations under this Agreement, without the written consent of the other Parties, which consent shall not be unreasonably withheld or delayed.
- 15.8. Prior drafts of this Agreement shall not be admissible in any proceedings as evidence of any matter relating to any negotiations preceding the signature hereof.
- 15.9. Each provision in this Agreement is severable, the one from the other, and if at any time any provision is or becomes or is found to be illegal, invalid, defective or unenforceable for any reason by any competent court, the remaining



provisions shall be of full force and effect and shall continue to be of full force and effect.

**16. GOVERNING LAW AND JURISDICITON**

The Parties hereto irrevocably agree that the High Court of Namibia shall have jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes which may arise out of or in connection with this Agreement and for such purposes, irrevocably submits to the non-exclusive jurisdiction of such court. This Agreement shall be governed by, construed and interpreted in accordance with the Laws of Namibia.

**17. SPECIAL CONDITIONS**

This Agreement is subject to the following special conditions, which special conditions shall be registered against the title deed of the Property, namely: -

17.1. The Purchaser binds him/herself to erect a building(s) on the Property, to the value of at least 4 (four) times the municipal land value of the Property, within 5 (five) years from the Transfer Date. Failing which, the local authority shall be entitled to levy rates and taxes on the Property, which has not been improved as hereinbefore described, as if a building to the value of at least 4 (four) times the municipal land value has been erected on the Property.

17.2. The Purchaser acknowledges and agrees that he/she will become a member of the Cloud 9 Home Owners Association, upon transfer of the Property into his/her name at the Windhoek deeds registry, and will as such be bound by the rules of the Cloud 9 Home Owners Association.

**18. AGENT'S COMMISSION**

The Parties agree that no estate agent or any third party have introduced the Purchaser to the Property and no commission is due.

**19. SIGNATURE**

19.1. This Agreement is signed by the Parties on the dates and at the places indicated below.

19.2. This Agreement may be executed in counterparts (including facsimile or electronically scanned copies or by facsimile or electronic mail), which or each

of which shall be deemed an original, and all of which together shall constitute one and the same Agreement as at the date of signature of the Party last signing one of the counterparts or the facsimile/electronic copy as the case may be.

- 19.3. The persons signing this Agreement in a representative capacity warrant their authority to do so.
- 19.4. The Parties record that it is not required for this Agreement to be valid and enforceable that a Party shall have its signature of this Agreement verified by a witness.

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