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REPUBLIC OF NAMIBIA

MINISTRY OF ENVIRONMENT, FORESTRY AND TOURISM
DIRECTORATE OF ENVIRONMENTAL AFFAIRS
06 FEB 2023
Tel: 061 284 2701
RECEIVED 2
Signature:.....

**PRO-FORMA ENVIRONMENTAL CONTRACT**

WHEREAS the Applicant/Company referred to below, has been notified under section 48(4) of the Minerals (Prospecting and Mining) Act, 33 of 1992 (hereinafter "the Act"), that the Minister of Mines and Energy is prepared to grant the applicant a Mining Claim subject to certain terms and conditions and;

WHEREAS such terms and conditions include the condition precedent that the applicant enters into an Environmental Contract with the Government of Namibia;

IT is hereby agreed as follows:

**1. PARTIES**

The parties to this contract are **James Barron Wallace** (hereinafter referred to as "the Holder") being the holder of Non-Exclusive Prospecting Licence number **1949** and Claim(s) Licence number **73878**

on the one hand, and THE GOVERNMENT OF NAMIBIA (hereinafter referred to as "the Government")

duly represented by: THE MINISTRY OF ENVIRONMENT & TOURISM (MET), and THE MINISTRY OF MINES & ENERGY (MME)

on the other.

**2. GENERAL OBLIGATIONS**

- 2.1 The provisions contained in this contract are in addition to and do not detract from any obligations which the Holder may have under the Act.
- 2.2 The Holder recognises that its prospecting/mining operations may have significant impacts on the environment. Accordingly the Holder undertakes that during the course of its operations it will take every practicable step necessary to ensure the mitigation of such impacts. In doing so it will liaise with MET and MME as provided for in 3.3 and 4 below.
- 2.3 In particular the Holder will undertake necessary and adequate steps to ensure that environmental damage is reduced to a minimum and prevented insofar, as is practicable.
- 2.4 Should the Holder not carry out its environmental obligations it shall be liable for the environmental damage which may result. In this regard the Government reserves the right to:
  - 2.4.1 demand at any time financial or other guarantees to restore the environment or mitigate environmental damage which has, or which may occur, as a result of the Holder's activities;
  - 2.4.2 itself undertake such mitigatory or restorative measure and to recover the costs thereof from he Holder;
  - 2.4.3 claim compensation for environmental damage, which may have been brought about by the Holder's activities.
- 2.5 The Holder shall on completion or suspension of its operations, ensure that the impact on the environment is minimised and that every reasonable and practicable step is undertaken to

ensure that the environment is left in a reasonable state. The provisions of clause 2.4 apply *mutatis mutandis* to environmental damage evident after prospecting, mining or other operations have been suspended or completed.

- 2.6 The Holder acknowledges that should it apply for a mining licence in consequence of its prospecting or other operations, it will have to comply with Namibia's National Environmental Assessment Policy (Directorate of Environmental Affairs, January 1995) and that this will entail the carrying out of an Environmental Assessment (EA).

3. **THE ENVIRONMENTAL CONDITIONS**

- 3.1 In accordance with section 68(f) of the Act, which provides that an application for a licence shall contain particulars of the existing condition of the environment, an estimate of the effect which the proposed operations may have, and the proposed steps to be taken to prevent or minimise such effect, the Holder has attached Environmental Conditions marked "Appendix A".
- 3.2 The Holder acknowledges that once the MET and MME has determined that the information furnished in Appendix A is satisfactory, it will form part of this contract.
- 3.3 The Holder warrants that the information contained in Appendix A is to the best of its knowledge and belief true and correct and that it will notify the Government of any material changes therein. Should there be such material changes, the Government reserves the right to re-negotiate the terms and conditions of this agreement.

4. **COMPLIANCE AND NOTIFICATION**

- 4.1 The Holder acknowledges that the reports, which it is obliged to furnish to MME (which is provided for in the notice from the Office of the Mining Commissioner under section 48(4) of the Act), will include an Environmental Report.
- 4.2 The Holder acknowledges that officials from MME and/or MET may at any time conduct a compliance and/or performance inspection of its operations.
- 4.3 The Holder will keep records of its environmental performance and make these available to the officials referred to in 4.2.

SIGNED AT Windhoek ON THIS 22nd DAY OF November 2022

For the Holder:  
(duly authorised thereto)

[Signature]

For the Government:

Mr Timoteus Mufeti  
Environmental Commissioner  
Ministry of Environment, Forestry and Tourism

And

[Signature]  
Ms Isabella Chirchir  
Mining Commissioner  
Ministry of Mines and Energy







## REPUBLIC OF NAMIBIA

# ENVIRONMENTAL QUESTIONNAIRE FOR MINING CLAIMS IN NAMIBIA

### BEING APPENDIX A TO THE ENVIRONMENTAL CONTRACT

#### 1. BACKGROUND INFORMATION

- 1.1 Companies/Natural persons applying for **MINING CLAIMS** must complete this questionnaire. (Please fill in ALL questions).
- 1.2 The answers provided in this questionnaire shall be regarded as commitments which will become part of the **Environmental Contract** between the Holder and the Government of the Republic of Namibia, duly represented by the Ministry of Environment and Tourism (MET) and the Ministry of Mines and Energy (MME).
- 1.3 Once the Holder has completed this questionnaire MET and MME will either accept/reject/request further information regarding the environmental commitments made therein. MET and MME reserve the right to add further conditions.
- 1.4 Once agreed to by all parties concerned, the completed questionnaire shall form part of the **Environmental Contract**.
- 1.5 Please attach a map of the mining claim area and a copy of the application to register mining claims.

#### 2. Holder details

2.1 Name of Holder	James Barron Wallace
2.2 Name of Mining Claim Holder (if different from 2.1)	
2.3 Telephone, Fax, Cell Phone and/or E-Mail	Tel: 061-245484 Fax: 061-245484 E-Mail: glmining@afol.com.na Cell: 081-2616398
2.4 Postal Address	P.O.Box 24868, Windhoek
Residential/Registered Address	17 Riethaan Str, Windhoek
2.5 Reference Number	NEPL No: 1949                      Expiry: 06/09/2023
2.6 Registered Number(s)	73878
2.7 Location (Farm, District, Region) of mining claim(s)	Groot Aub Windhoek, Khomas
2.8 Group(s) of Mineral(s) to be mined	Semi-Precious Stones

2.9 How many people will work on your mining claim, and where will they live?

Number of people	Where will they live?
2	Temporarily accommodation will be erected for them at the mine site.

### 3. Environmental commitments

#### 3.1 Pollution and Waste

3.1.1 What will you do with **normal litter** (e.g. Kitchen spoils, cans, bottles, paper, etc.)?

Normal litter will be stored in waste bins and then removed every month and dumped at official dump sites.

3.1.2 What **industrial waste** will be generated and what will you do with it (e.g. old machinery, vehicles, building rubble, batteries, paint, thinners, vehicle oil, etc.)?

Industrial waste, which is hardly any, will also be handled and removed from the area and dumped at proper sites.

3.1.3 Describe what type of **toilet facilities** will be provided.

Temporary toilet facilities will be erected.

#### 3.2 Vehicle, earthmoving equipment, drilling and blasting

3.2.1 List the type and quantity of vehicles, earthmoving equipment, drilling equipment, and other machinery likely to be used on your mining claim (e.g. 2 x bakkies; 1 x bulldozer, etc.)

Vehicles:

1 x Pick-up

Earthmoving equipment:

1 x Front-End Loader

Drilling equipment:

1 x Compressor

Other equipment and/or machinery:

N/A

3.2.2 Describe the environmental damage that is likely to result from the use of vehicles and machinery within the mining claim area (e.g. on the landscape in general, soil, vegetation, noise, dust, etc.).

Minimal Environmental damage will be caused. Vehicles will use existing tracks.

Since this is a small mine – not much noise will be made.

Vegetation and soil will only be damaged in the small area where the actual mining will be conducted, normally less than 1ha.

3.2.3 How will you control the movement of **vehicles and machinery** in order to minimise environmental damage?

Vehicles will only use existing tracks. Machinery will only move in the close proximity of the actual mining area.

3.2.4 Which routes will be used by vehicles to get to your mining claim and state whether you intend making new roads or tracks (both to your mining claim and within your mining claim)?

Main roads will be used to reach the claim, and then existing tracks.





3.2.5 Will you do any blasting on your mining claim?

Yes:

No:

Unsure:

3.2.6 If "yes" above, explain how you intend minimising environmental impacts, including the safety of humans, livestock and wildlife?

We will use Rock Breaking/Cracking Powders.

This will cause minimal damage to the environment.

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### 3.3 Water

3.3.1 How much water do you intend using for various activities (e.g. human use, washing of equipment, washing sand/stones, dust control, gardens, etc.) and state how you intend saving water within each category of use.

Activity or category of use	Quantity of water needed per month (litres)	Water saving methods
Human usage and possibly at a later stage for washing of material.	2000 Ltr	Water will be recycled.

3.3.2 Where will you get your water (e.g. river, own borehole, Water Affairs connection, etc.)?  
From nearby river.

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3.3.3 Explain how you will minimise or completely avoid polluting any water source, including underground water.

No chemicals or similar waste are being used. Lubricants from equipment/machinery will be discarded in a proper manner; meaning it will be removed from the mining site and discarded at approved sites.

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3.6.3 If such sites are known, how will you avoid damaging them?

Where possible, we will attempt to start mining operations at another place, away from the site.

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3.6.4 If such sites are discovered after you have started working your mining claim, would you accept new conditions to this contract so that they can be properly protected?

Yes:   X  

No:       

Unsure:       

### 3.7 Rehabilitation

3.7.1 When will you rehabilitate the environmental damage done during prospecting? (Tick the appropriate box)

I have no intention of rehabilitating any damage

On a continuous basis (i.e. simultaneous with prospecting)

Only after all prospecting has finally been completed

I don't know

  X  

3.7.2 Describe the programme of mining from the start and the methods to rehabilitate damage.

Small trenches might be opened to determine where the reef runs. After a viable area is located,

the specific area will be opened up to start mining. In the meantime the other trenches will be filled.

Mining is initially conducted on a small scale.

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### 4. Existing Damage

Describe what environmental damage exists in your mining claim area now, in other words, damage caused by someone else before you began working on the mining claim. Where possible, provide evidence such as photos, statements, etc.

In certain areas of the claims, previous people have dug holes and mined. Most diggings/holes

Has NOT been filled and are still open.


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I hereby declare that the information provided in this questionnaire, is to the best of my knowledge, accurate and correct, and that I'm prepared to keep to the commitments stated therein.

  
Mining Claim Holder  
(Or Authorised Representative)

Windhoek  
Place

21/10/2022  
Date