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

REPUBLIC OF NAMIBIA

**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 \_\_\_\_\_ 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 J A DU PLESSIS (hereinafter referred to as "the Holder") being the holder of Non-Exclusive Prospecting Licence/Exclusive Prospecting Licence/Reconnaissance Licence/Mining Claim(s)/Mining Licence (~~delete those not applicable~~) number 2482 REF NO 14/2JA/1/2482 65980

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 HENTIESBAY ON THIS 13 DAY OF JANUARY 2023

For the Holder: [Signature]  
(Duly authorised thereto)

For the Government of Namibia:

Mr Timoteus Mufeti  
Environmental Commissioner  
Ministry of Mines and Energy  
And  
Ministry of Environment and Tourism  
Mining Commissioner  
[Signature] 2023 201 2023  
Ms Isabella Chirchir  
Mining Commissioner  
Ministry of Mines and Energy  
Department of Mines



## 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  | JAN ADRIAAN DU PLESSIS                            |
| 2.2 Name of Mining Claim Holder<br>(if different from 2.1)  | MC 65980 JD SOUTWERKE                             |
| 2.3 Telephone, Fax, Cell Phone and/or E-Mail                | Tel: 0816361815<br>Fax:<br>Cell phone: 0816365315 |
| 2.4 Postal Address<br><br>Residential/Registered Address    | BOX 44 KAMANJAB<br><br>FARM WILHELMSILLE          |
| 2.5 Reference Number  | NEPL No: 2482 Expiry: 13DECEMBER2023              |
| 2.6 Registered Number(s)                                    | MC65980   |
| 2.7 Location (Farm, District, Region) of<br>mining claim(s) | SWAKOPMUND ERONGO REGION                          |
| 2.8 Group(s) of Mineral(s) to be mined                      | ROCK SALT AND COARSE SALT                         |

*Industrial Minerals*

|                  |                       |
|------------------|-----------------------|
| Number of people | Where will they live? |
| 10               | ON SITE               |

### 3. Environmental commitments

#### 3.1 Pollution and Waste NOTHING AS SALT CAN REPRODUCE AFTER SOME TIME

3.1.1 What will you do with **normal litter** (e.g. Kitchen spoils, cans, bottles, paper, etc.)?  
 WE REUSE IT AS A WAY TO PRODUCE HOT WATER FOR BATHING PERPOSE ONLY VIA A FURICE THAT WE LIT UP FOR HAETING  
 USEING ALL LITTER. FOOD CANS ECT ARE THROWN IN A TON BAG AND SOLD AT THE SCRAP YARDS IN WALVISBAY.

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.)?  
 WE SELL ALL OUR INDUSTRIAL WASTE AT THE SCRAP YARDS IN WALVISBAY. THEY COME AND COLLECT IT ON SITE.

3.1.3 Describe what type of **toilet facilities** will be provided.  
 WE RECYCLE OUR SALT WATER FROM THE PLANT FOR TOILET USAGE. WE DONT USE LONGDROPS ON THE PREMISES.

#### 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: 1X PAJERO SUV

Earthmoving equipment:  
 3X FRONT END LOADERS BUT ONLY ONE IS WORKING AT A TIME  
 3X FORKLIFTS  
 2X SALT CUTTING SAWS  
 1X BAGGING PLANT  
 2X CONVYER BELTS  
 1X SALT CRUCHER

Drilling equipment:

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.). WE DONT HAVE ANY DAMAGES ON THE ENVIROMENT AS SALT CAN REPRODUCE AFTER SOME TIME. THERE IS NO VEGETATION AS IT IS ALL SALT AREA WE ARE WORKING ON. THERE IS ALSO NO WILD ANIMALS LIVING CLOSE BY THAT ANY NOICE WILL HINDER IT.

3.2.3 How will you control the movement of **vehicles and machinery** in order to minimise environmental damage? WE ONLY CUT 300MM DEEP INTO THE SALT AND AS STATED SALT HAVE THE ADVANTAGE TO REPRODUCE IT SELF AGAIN.

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)?  
 THERE IS A HIGHWAY FROM HENTIESBAY LEADING TO THE CLAIM SITE AND NO NEW ROADS HAVE TO BE MADE TO GET TO THE CLAIM.

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?

### 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   |
|-----------------------------|---|--|
| HOUSE USE                   | 10 000 L                                    | WE ONLY USE WHAT IS NEEDED PER PERSON                        |
| WASHING OF EQUIPMET         | 40 L  | WE ONLY USE A HIGH PRESURE WEB TO WASH THE MACHINES.         |
| WASHING OF CAR              | 0   | WE WASH THE CAR IN HENTIESBAY AT THE CAR WASH.               |
| GARDEN                      | 0   | WE USE THE BATH WATER ON THE SMALL GARDEN AT THE MAIN HOUSE. |
|                             |   |  |

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

WE HIRE A 25 000 L WATER TANKER TO BRING WATER FROM HENTIESBAY THAT WE BUY FROM **NAMWATER.**

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

WE DONT USE ANY TOXIC COMPOUNDS THAT CAN POLUTE ANY UNDERGROUND WATER.

### 3.4 Relations with neighbouring communities and/or the general public

3.4.1 Are there any people living in or near your mining claim?

Yes:   x   No:        Unsure:       

3.4.2 If "yes", explain where these people live and describe their economic activities.

THEY ALSO HAVE MINING CLAIMS NEARBY.

3.4.3 If "yes" in 3.4.1, explain what you will do to maintain a good relationship with such people.

AS WE AT LEAST MORE THAN 1 KM AWAY FROM THEM WE DONT ENTER THEIR MINING AREA WITHOUT PERMISSION AND WE HELP OUT IF OUR HELP ARE IN ANYWAY NEEDED.

3.4.4 Will the activities on your mining claim restrict the movement of other people in the area (e.g. the general public, tourists, farmers, local people, etc.)?

Yes:        No:        <sup>x</sup>

AS WE ARE NOT CLOSE TO ANY ROAD LEADING TO ANY PLACE WHERE PEOPLE NEED TO GO EG LODGES OR TOURIST ATTRACTION, WE ALSO GIVE TOURISTS SOME INFO ON SALT IF BY MISTAKE THEY ENTER TO THE WORKING AREA AND THEY MAY NOT GO ANYPLACE WITHOUT SUPERVISION OR AT ANY WORKING MACHINERY.

3.4.5 If "yes" for 3.4.4, please explain why their movements or access will be restricted.

### 3.5 Protection of plants and wildlife

3.5.1 How will you ensure that your activities will not cause unnecessary damage to **plants and wildlife** in or near your mining claim) e.g. hunting, plant collecting, fishing, etc.)?

WE DONT HAVE ANY WILDLIFE THAT CAN BE HURT AS THERE IS ONLY SALT SURROUNDING US OR ANY PLANTS TO LIVE AS THERE IS NO GOOD SOIL FOR PLANTS TO LIVE IN.

3.6 Historical, archaeological and cultural heritage (e.g. rock art, graves, monuments, fossils, sacred sites, historical buildings, etc.)

3.6.1 Are there any historical, archaeological or culturally important sites within your mining claim area?

Yes: \_\_\_\_\_ No:  Unsure: \_\_\_\_\_

3.6.2 If "yes", please describe briefly.

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

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:  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 \_\_\_\_\_ SALT CAN REPRODUCE BY ITSELF.

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

AFTER WE ARE DONE AT THE MINING SITE WE CLOSE ANY SIGN OF HUMEN ACTIVITY AND SALT DONT NEED TO REHAB:ITAE AS IT REPRODUCE

## 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.

THERE ARE NO DAMAGES CAUSED BY PERSONS BEFORE US AS WE ARE ON THIS CLAIM FROM 1996.

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.

JA DU PLESSIS

\_\_\_\_\_  
Mining Claim Holder

HENTIESBAY

\_\_\_\_\_  
Place

13/01/2023

\_\_\_\_\_  
Date