



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, 1992 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: \$ Vetunjona Tjindunck
(Hereinafter referred to as the "Holder") being the holder of Non Exclusive Prospecting Licence/ Mining Claim(s) no: NEPL- 8898 & MC - 73848 & 74151

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 Minerals (Prospecting and Mining) Act, 1992 (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 the 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 that 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 measures and to recover the costs thereof from the 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, Jan, 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 the 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 the MME and/or the 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 20 on this 20 01 day of 2023
\$del

For the Holder:
(Duly authorised thereto)

For the Government of Namibia:

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

And

.....
Mr. E. Shivolo
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 (or individuals) 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 the MET and MME will either accept / reject / request further information regarding the environmental commitments made therein. The 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 claim area and a copy of application to register claims.

2. Holder details

2.1 Name of Holder	VEITUNYONA TJINOUINVA
2.2 Name of Claim Holder (if different from 2.1)	/
2.3 Telephone, Fax, Cell phone and/ or E-mail	Tel: 08 Fax: E-mail: Ungatukondje trading@gmail.com Cell phone: 081 340 302
2.4 Postal Address Residential/ Registered Address	Kamanjab
2.5 Reference Number	NEPL no: 14/2/1/1/8898 8898 and Expiry: 27.07.23
2.6 Registered No.(s)	NEPL-8898 MC-73848 & 74151
2.7 Location, district and Region of claim	Platfontein

2.8 Minerals to be mined	Copper chrysoberyl, tourmaline crystals Callina
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2.8 How many people will work on your claim, and where will they live?

Number of people	Where will the people live
7	They'll be living 200 m away from 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.)

The company will provide a dustbin to keep the trash to avoid littering

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.)

waste will ^{be} generated probably by raw materials

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

Mobile Toilet

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

by allowing 2 cars/vehicles ~~and~~ to move at a time
from one period to another (mornings and afternoons)
Machinery to be used when necessary in terms
discourary.

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

gravel road, 300 m
3 ~~km~~ from the main road.

3.2.5 Will you do any blasting on your 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 ?

3.4.3 If "yes" in (3.4. 1) explain what you will do to maintain a good relationship with such people.

by employing members from the locals

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

Yes No Unsure

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 claim (e.g. hunting, plant collecting, fishing, etc.) ?

There is a Veternarity office close by,
we will seek advise when needed
or otherwise they'll

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 claim area (tick one box) ?

Yes No Unsure

3.6.2 If "yes" above, please describe these briefly

/

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

yes

3.6.4 If such sites are discovered after you have started working your 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 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
Don't know

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

The activities will include digging, drilling with light equipment, the space is on a hill and some else flat.
We will only drill when necessary or so.

4. Existing Damage

Describe what environmental damage exists in your claim area now, in other words, damage caused by someone else before you began working on the claim. (where possible, provide evidence such as photo's, statements, etc.)

None so far, or currently unknown

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.

Gerserrida Tjundendi Windrock 20/01/2023
Claim Holder or Authorized Place Date
Representative



He-App
 MC-5329
 19/01/2023
 Checked 19/01/2023
 [Signature]


REPUBLIC OF NAMIBIA

MINISTRY OF MINES AND ENERGY

**APPLICATION FOR THE REGISTRATION OF MINING CLAIM/S
(NATURAL PERSON)**

Required in terms of section 33 of the Minerals (Prospecting and Mining) Act, 1992
(Act 33 of 1992, hereinafter "the Act")

PLEASE NOTE THAT SECTION 25 OF THE ACT PROVIDES THAT ONLY NATURAL PERSONS WHO
ARE NAMIBIAN CITIZENS MAY PEG MINING CLAIMS

Receipt No.: 89 09200	Registered No(s): 74151
Date entered in LANDFOLIO and by whom: 	Comments by Drawing Office:
Full Names: NGITJUNDA LINDINDA	
Nationality: NAMIBIAN	Date of Birth: 1991 February 12
Passport Number: /	I.D. Number: 91021200352
Postal Address: P. O. Box 6016 AUSA, WINK (Kamanjab)	
Residential Address: Kamanjab	
Tel No (h): 081470 3012	Tel No (w): /
Fax No: /	Cell phone: 0814703012

In the case of a Namibian citizen who is not resident in Namibia and who is required to be represented by an approved accredited agent (in terms of section 121(1) of the Act), details of the approved accredited agent must be given on the prescribed form.

In the case of a person who has been convicted of an offence by a court of law in respect of which the person was sentenced to imprisonment, whether suspended or not, without the option of a fine, please give details on a separate sheet.

Current Non-Exclusive Prospecting Licence No: **8898** Valid until: **27 July 2023**

Method of Payment

- Cash
- Postal Orders, etc.
- Cheques

REPUBLIC OF NAMIBIA

159999

MINISTRY OF FINANCE

Receipt

P 8909200

Bank Code

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Cheque No.

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Account No.

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Collection for Ministry of Mines & Energy

Received the amount of Two hundred and fifty Dollar

Namibian Dollars Only Cents NS 250 - 00

In respect of the following liability Mining Claim 741.51

Allocation 311522 - 000000 - 011

To Vetunjana Tjindunda

Box 6216

Windhoek

Please write clearly

Receiver of Revenue



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