



REPUBLIC OF NAMIBIA

MINISTRY OF ENVIRONMENT,
FORESTRY AND TOURISM
DIRECTORATE OF ENVIRONMENTAL AFFAIRS
20 APR 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 Mummy Carm 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 Harold Norman Kahmann (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 7913 MC-74408

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 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, 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 26 DAY OF March 2023

For the Holder: _____
(Duly authorised thereto)

For the Government of Namibia:

Mr Timoteus Mufeti
Environmental Commissioner
Ministry of Environment and Tourism
And

Chirchir 18/04/2023

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	Harold M KAHMANOY
2.2 Name of Mining Claim Holder (if different from 2.1)	-
2.3 Telephone, Fax, Cell Phone and/or E-Mail	Tel: Fax: E-Mail: Cell: 0812030223
2.4 Postal Address Residential/Registered Address	Po Box 3402 Swakopmund 5 Aquamarine Street Vineta Swakopmund
2.5 Reference Number	NEPL No: 7913 Expiry: 26 May'23
2.6 Registered Number(s)	74408
2.7 Location (Farm, District, Region) of mining claim(s)	Farm 298 Windhoek
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?
10	On the Farm.

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.)?

Most normal litter will be burned. Cans and bottles will be recycle with the nearest town's municipality.

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.)?

Old machinery will be dismantled and sell as scrap. Vehicles also. Building rubble will be added to the rock material to form a wall for a dam in the river bed. Other material will be recycled and sold to refinery companies.

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

We will make use of Sanitized Portable toilets. The Elixto sea units works with chemicals that is environmental friendly.

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:

2 x Bakkies

Earthmoving equipment:

JCB (Front end loader) (x1)

Drilling equipment:

JCB (x1)

Jack hammers (x2)

Other equipment and/or machinery:

Only the normal equipment of
spades, wheelbarrows etc.

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.).

Operations will take place in a
riverbed of about 15m up against
the Hill top on the sides. The hill
sides is covered mostly bush plants
No Alocera plants will be stripped
but at a very low level will affect
the area around the mine. Since it
is a rocky area it will not have such
a big effect. We will water the road
to and from the mine that is
about 13km. After the ~~mining~~ mining
we will turn the side into a dam
that will surely benefit the environment

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

We will make use of existing
roads that will be watered on a
regular basis.

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)?

Heavy equipment that we hire is
available on the neighboring farm
which is about 15km from the mining
site. All equipment will move on limited
short roads as the mining site is near
some major gravel road. New roads will
only be made pending on the direction
of excavation. We don't foreseen much
change in direction of roads.

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
Mining area	2000 LT	Mainly use on sandy areas.
Roads	2000 LT	Hardening of roads
Toilets & Washing	1000 LT	Watering only as needed. limited usage of facilities

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

From 2x Boreholes on the farm at least 2km away from main mining site

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

The area is very rocky and usage of water is at a very low level. As we make use of fresh borehole water it will definitely benefit the area as well as 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: No: Unsure:

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

Farmers are staying about 5km away from the site. They are farming with cattle, goats and sheep, chickens & horses.

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

Their safety and health will be our highest concern. Must be dust and regular checkups at clinics as deemed fit.

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

The area is not a normally area of movement. Because of the many bushes and very little grass there is almost no movement of animals. We will properly fence the area and do regular controls to safeguard life in the area.

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 _____

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


As we will do open cast mining we will move rubble from new excavations to areas where none minerals was found.

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.

No excavations found in the claim area. ^{bound} We found only a heap of stones.

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

26/3/23

Date