



REPUBLIC OF NAMIBIA

MINISTRY OF ENVIRONMENT, FORESTRY AND TOURISM
DIRECTORATE OF ENVIRONMENTAL AFFAIRS
06 JUL 2023
RECEIVED 1 Signature: <u>J. Uupindali</u>

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 Mining Claims 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: Timotheus Koagub (hereinafter referred to as the "Holder") being the holder of Non-Exclusive Prospecting Licence 2025 Mining Claims 71047

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

duly represented by: THE MINISTRY OF ENVIRONMENT, FORESTRY & TOURISM (MEFT) 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 MEFT 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 MEFT 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 MEFT 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 21 day of 06 June 2023

For the Holder:
(duly authorised thereto)


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For the Government of Namibia:

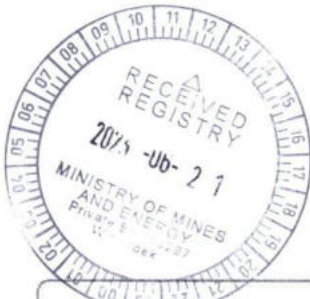
.....
Mr Timoteus Mufeti
Environmental Commissioner
Ministry of Environment, Forestry and Tourism

and


.....
Ms Isabella Chirchir
Mining Commissioner
Ministry of Mines and Energy


Ministry of Mines and Energy
Mining Commissioner
2023 07 10 23
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	Timotheus Xaagub
2.2 Name of Mining Claim Holder (if different from 2.1)	Timotheus Xaagub
2.3 Telephone, Fax, Cell Phone and/or E-Mail	Tel: 064 550842 Fax: Xaagubs@gmail.com Cell phone: 0813906616
2.4 Postal Address Residential/Registered Address	Xaagubs@gmail.com
2.5 Reference Number	NEPL No: Expiry: 09 05 2024
2.6 Registered Number(s)	7147 71047
2.7 Location (Farm, District, Region) of mining claim(s)	Farm Otjaua No: 37
2.8 Group(s) of Mineral(s) to be mined	some precious stone

Number of people	15	Where will they live?	On Mining Claim
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[Handwritten signature]

[Handwritten signature]

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.)?

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. N/A

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

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) yes
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.

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.

I am using chisel and spade with hammer and restore the area simultaneously at moment the lands to its normal I didn't start yet

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.

[Signature]
Mining Claim Holder

Windhoek
Place

21.06.23
Date

[Handwritten mark]



MINISTRY OF MINES AND ENERGY
MINING COMMISSIONER

Cash

MINING REVENUE RECEIPT

No: 21512

Reference Number: Renewal MC 71047

Received from: Timotheus Xogub

Address:

the sum of: Dollars, Cents

by Cash: Cheque: in payment of:

(a) CLAIM FEES for claims at N\$ cents per claim per annum

Registered number/s:

situated at

in Region: District: Registration Division:

(b) MINERAL LICENCE FEES for (licence type and number):


situated at:

in Region: District: Registration Division:

(c) DETAILS OF OTHER PAYMENT/S:

for the period from: 20 to: 20

Nature of payment	N\$	C
Claim Fees	:	
Mineral licence fees	250.00	
Penalty	:	
Other	:	
Owners dues	:	
TOTAL	250.00	



Date Stamp

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