



REPUBLIC OF NAMIBIA

MINISTRY OF ENVIRONMENT,  
FORESTRY AND TOURISM  
DIRECTORATE OF ENVIRONMENTAL AFFAIRS  
67 AUG 2023  
RECEIVED 1  
Signature: *[Handwritten 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 MC 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 PAULUS AMUKOSHI EPHRAIM (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 74854

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;

A.I.

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.

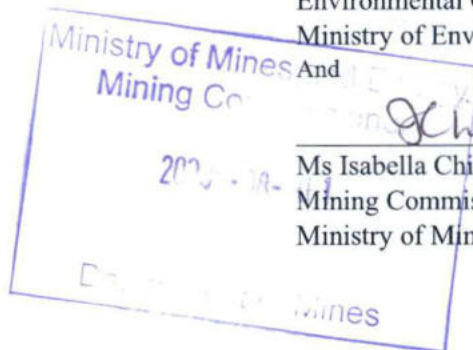
4.3 The Holder will keep records of its environmental performance and make these available to the officials referred to in 4.2.

SIGNED AT WINDOIK ON THIS 28 DAY OF July 2023

For the Holder: P.P. Jee PAULUS AMUKOSHI EPHRAIM  
(Duly authorised thereto)

For the Government of Namibia:

Mr Timoteus Mufeti  
Environmental Commissioner  
Ministry of Environment and Tourism



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	PAULUS AMUKOSHI EPHRAIM	
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:	0817331965
2.4 Postal Address  Residential/Registered Address	69 NOORDOEWER PLOT 1. NOORDOEWER	
2.5 Reference Number	NEPL No: 10143	Expiry: 28 MAY 2024
2.6 Registered Number(s)	74854	
2.7 Location (Farm, District, Region) of mining claim(s)	KARASBURG - KARAS	
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?
6	Near the 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.)?

To be collected and transported at the dumping site.

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.)?

To be collected and kept at the residential area, or to the nearby farm.

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

Temporary toilets

#### 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:

Two bakkies

Earthmoving equipment:

Drilling equipment:

Jackhammer  
Generator  
6 Spades, wheelbarrow,









