

ge-email  
19/10/20

na Brian

MINISTRY OF ENVIRONMENT, FORESTRY AND TOURISM
DIRECTORATE OF ENVIRONMENTAL AFFAIRS
26 NOV 2020
Tel. 001 284 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, 1992 that the Minister of Mines and Energy is prepared to grant the applicant a 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: Jody Lourens Allenby Hermanus Raaths  
(Hereinafter referred to as the "Holder") being the holder of Non Exclusive Prospecting  
Licence/Mining Claim(s) no: NEPL 5878 MC-68795-68797

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

*(Handwritten initials and marks)*

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2.3 In particular the Holder will undertake necessary and adequate steps to ensure that

*(Handwritten initials and marks)*

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.

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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  on this 18 day of October 2020

For the Holder: .....  
(Duly authorised thereto)

For the Government of Namibia: .....

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

And

 24.11.2020  
.....  
Mr. E. Shivolo  
Mining Commissioner  
Ministry of Mines and Energy





REPUBLIC OF NAMIBIA

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MINISTRY OF ENVIRONMENT, FORESTRY AND TOURISM

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Department of Environmental Affairs and Forestry  
Private Bag 13306, Windhoek  
Tel. + 264 61 2842811: Fax. + 264 61 229936

Enquiries: Josafat K Hiwana  
Josafat.hiwana@mef.gov.na

3 December 2020

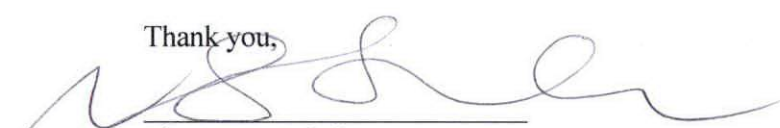
Jody Lourens R H Roaths  
P.O. Box 42  
Uis  
Namibia

**ENVIRONMENTAL CONTRACT FOR MINING CLAIM 68795-68797**

Please study the **Environmental Conditions**, should you be satisfied with them, kindly initial each page and sign the last page.

Once you have done this, please return the original to me so that it can be counter-signed. Should you not agree with any of the environmental conditions, you are invited to propose modifications for us to consider.

Thank you,



Timoteus Mufeti

**ENVIRONMENTAL COMMISSIONER**

## **ENVIRONMENTAL CONDITIONS FOR MINING CLAIM 68795-68797**

### **1. Pollution and waste**

1.1 No toxic or hazardous chemicals may be brought into the prospecting area or deposited thereon (this excludes the use of petrol & diesel as fuel).

1.2 All domestic refuse and industrial waste will be deposited in a designated municipal refuse dump at regular intervals, but at least once every three months. No refuse may be dumped or buried within the prospecting or surrounding area, except if the landowner has an own specific designated refuse site for this purpose. Dumping of refuse on this site shall be negotiated with the landowner. It is permissible to store refuse temporarily in containers until such time as they are ready for removal. During such temporary storage, all paper and plastic refuse should be incinerated to avoid wind-blown litter. All attempts should be made to keep the area clean.

1.3 Pit latrines (toilets) will be provided for, and used by, all staff. Non-specific shallow pits may be used for toilets where small groups of people (< five) are staying in an area for less than one week with approval of the landowner.

### **2. Vehicles and Earthmoving equipment**

2.1 Vehicular movement shall be restricted to existing fence-lines, roads and tracks wherever possible. Where it is unavoidable that vehicles and machinery need to create new roads or tracks, these new access routes shall be carefully planned so as not to cause unnecessary environmental damage. In any event, no new road may be established without the prior approval of the landowner.

2.2 Any trenches where prospecting or mining has been completed, shall be systematically backfilled with overburden and topsoil, and the area rehabilitated to as near as possible a natural state.

2.3 Notwithstanding clause 2.1, during the reconnaissance and planning phase of exploration, off-road vehicle access is permitted to areas where tracks are sparse. Specifically this access is to define places to which tracks may at a later stage be constructed. Such access is subject to prior approval by the landowner.

### **3. Water**

3.1 Water shall be used sparingly and all reasonable attempts will be made to avoid water wastage.

3.2 Water shall be used only for human consumption, washing and essential prospecting-related activities.

### **4. Protection of Fauna and Flora**

4.1 No hunting wood or plant collecting shall be allowed within the prospecting or surrounding area. The collecting of dead wood for domestic use may only take place with the concurrence of the landowner.

4.2 Every effort shall be made avoid starting veld fires. Should a fire occur as a direct or indirect result of the companies' activities, the company/ claim holder shall make every reasonable effort to extinguish such fire.

4.3 The company/ claim holder shall provide written instructions to its entire staff and sub-contractors to this effect.

### **5. Interaction with neighbouring communities and / or tourists**

5.1 The company/ claim holder shall maintain good relations with any surrounding communities, and shall not deny any person transit rights through the prospecting area. This condition is mainly relevant for prospecting activities on state lands.

### **6. Rehabilitation**

6.1 The company/ claim holder shall ensure that sufficient funds are available to affect appropriate rehabilitation of environmental damage.

6.2 The company/ claim holder shall ensure that rehabilitation of exploration trenches / holes / pits will take place within 8 weeks of the completion of exploration at any site.

6.3 Under no circumstances, shall trenches / holes / pits be left in a state where their existence endangers human or animal life.

**7. Monitoring and reporting**

7.1 The company/ claim holder shall submit every six months an Environmental Report to the Ministry of Environment, Forestry and Tourism according to the prescribed format.

7.2 Staff from the Ministry of Environment, Forestry and Tourism and / or the Ministry of Mines and Energy may at any time inspect prospecting areas.

**8. General**

The conditions stated in this notification are in addition to and do not detract from any obligations which the prospecting company may have under the Minerals (Prospecting and Mining) Act, 1992 The Nature Conservation Ordinance (Ordinance 4 of 1975), or the attached Pro-Forma Environmental Contract including the Environmental Questionnaire for Prospecting in Namibia, being Appendix A.

We agree to abide by the Pro-Forma Environmental Contract and the Environmental Conditions.

For the Holder:  
(Duly authorised thereto)

  
Jody L A H Roaths

16.12.2020  
Date

.....  
Timoteus Mufeti  
**ENVIRONMENTAL COMMISSIONER**  
Ministry of Environment, Forestry and Tourism

.....  
Date

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19/10/20  
na Bran



## 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	Jody Laurens Allenby H. Raaths
2.2 Name of Mining Claim Holder (if different from 2.1)	
2.3 Telephone, Fax, Cell Phone and/or E-Mail	Tel: Fax: Cell phone: 081 289 9579 / 081 223 6873 E-mail: jpppieraaths@gmail.com
2.4 Postal Address  Residential/Registered Address	P.O. Box 42 UIS  UIS STREET 008 UIS
2.5 Reference Number	NEPL No: 5878      Expiry: 04 August 2021.
2.6 Registered Number(s)	68795 - 68797
2.7 Location (Farm, District, Region) of mining claim(s)	Erongo (Gobobos)
2.8 Group(s) of Mineral(s) to be mined	Amethyst, Quartz, Phrenite

DR



Number of people	Where will they live?
4	Camping on claims

### 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.)?  
Put in bags and take to US.
- 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.)?  
No industrial waste. If there is, will be returned to the supplier in according with the provisions of the petroleum act.
- 3.1.3 Describe what type of toilet facilities will be provided.

long drop

#### 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:

1 4x4 ~~truck~~ vehicle.

##### Earthmoving equipment:

##### Drilling equipment:

1 x Punjar

- 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.).

Only existing tracks or roads will be used.

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

No new roads will be build

- 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)?

Mining team intends to only use the existing tracks connecting to the side

- 3.2.5 Will you do any blasting on your mining claim?

Yes: \_\_\_\_\_

No:

Unsure: \_\_\_\_\_

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

N/A

**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.)?

Protection of plants and wildlife.

**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?

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?

Obey by the new rules from MET

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.

Only open cast mining on the area applied for will take place. New methods of mining will be used.

**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 existing damage

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

UIS

Place

18/10/20

Date

EPL 5878

*[Signature]*  
17.08.20

768795  
768796  
768797



REPUBLIC OF NAMIBIA

MINISTRY OF MINES AND ENERGY

APPLICATION FOR THE RENEWAL OF THE REGISTRATION OF MINING CLAIMS

Receipt No: 8250966 Date entered in FLEXI: 18.08.2020

Reference: 142/21/21

Full name of applicant: Jody Lourens Allenby Hermonus Roaths

Postal Address: PO Box 42  
US

Residential/Registered Address: UPSTREET NO 8

Contact Details: Telephone Home

Telephone Work

Fax: Cell phone 0813336873 Email: ppp@roaths@gmail.com

	YES	NO
Are mining operations ongoing as per section 31(1)(a)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are all monthly reports submitted as per section 45(1)(d)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are all annual reports submitted as per section 45(1)(e)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are all claim fees paid as per section 123(1)(b)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Has a landowner's agreement be entered into per section 52(1)(a)?	<input type="checkbox"/>	<input type="checkbox"/>

If the answer is "NO" to any of the questions, please submit an explanation for the failure to comply with the requirements of the mentioned sections of the Act.

**IMPORTANT NOTE:**  
Details of any change in personal of corporate particulars, or particulars relating to an accredited agent, must be provided in terms of Section 41(1)(j) of the Act and attached to this application.

Indicate the attachment of any of the following forms:

	YES	NO
Change in Personal Particulars	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Change in Corporate Particulars	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Change in Particulars of Accredited Agent	<input type="checkbox"/>	<input checked="" type="checkbox"/>

8

Coordinates And Shape

Coordinates

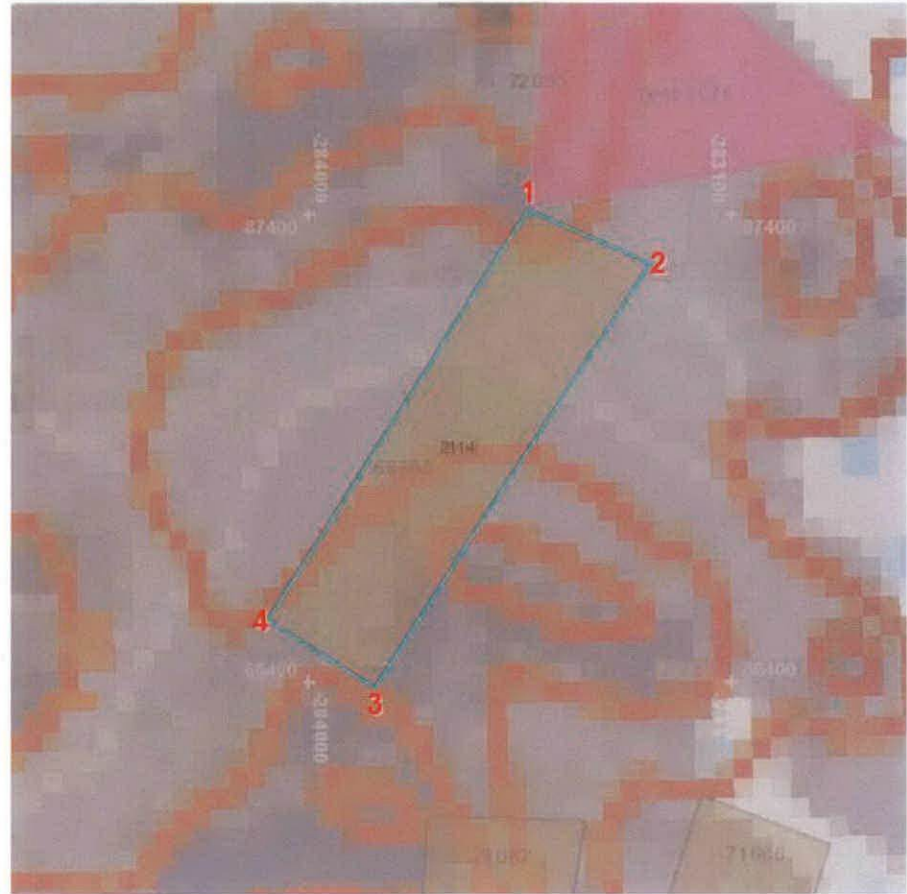
Official Area:

Coordinate system:

GCS Bessel 1841

	Latitude	Longitude
Part 1		
1	21° 11' 18.01" S	014° 15' 49.93" E
2	21° 11' 21.94" S	014° 15' 58.94" E
3	21° 11' 51.06" S	014° 15' 37.91" E
4	21° 11' 46.14" S	014° 15' 30.01" E

License Shape



2

MC-68795 (68795)

Active (Pending Renewal)

**Mining Claim (Claims)**

**General**

Jurisdiction:	Namibia Mines MIN	Application Date:	04 November 2011
Region:		Closure Date:	
Official Area:		Expiry Date:	22 August 2020
Application Number:		Grant Date:	23 August 2018
Old License Code:	68795	Last Renewal Date:	22 August 2018
Accounting Code:		Peg Date:	04 November 2011
Renewal Period:	1	Renewal Application Date:	06 February 2018
Commodities:	SPS		
Comment:			

**Parties**

Party Name	Party Type	Interest
Jody Lourens Hermanus Raaths	Registered Owner	100.00%

Mining Claim (Claims)

Coordinates And Shape

Coordinates

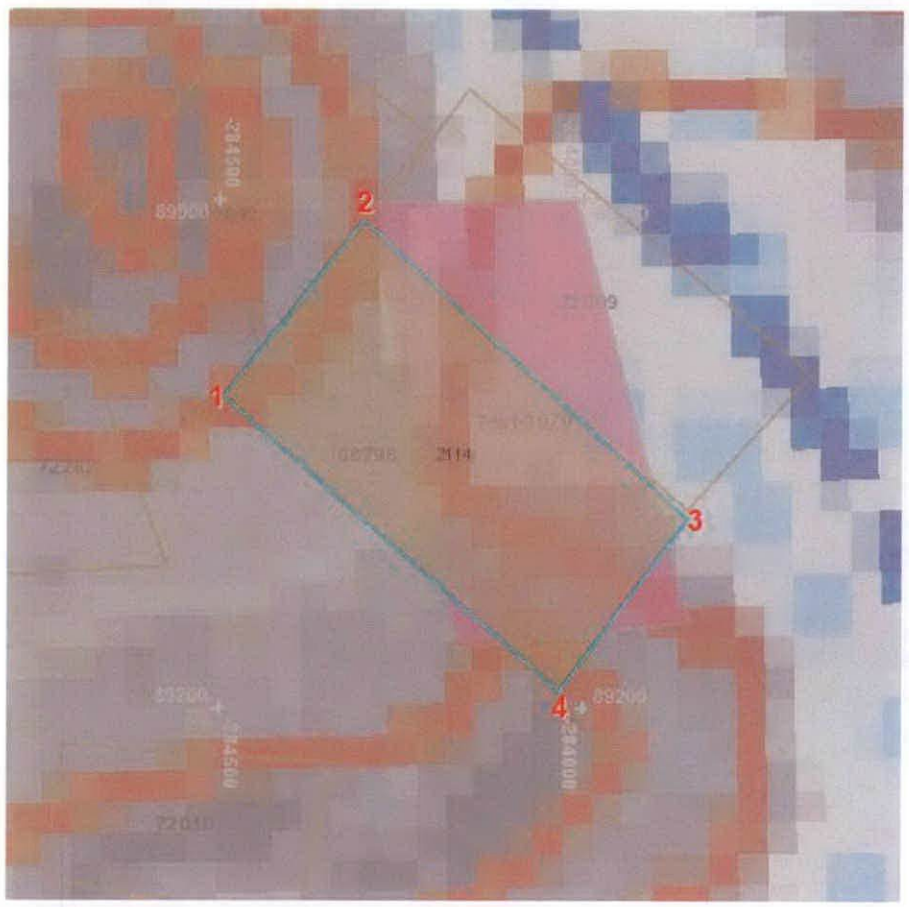
Official Area:

Coordinate system:

GCS Bessel 1841

	Latitude	Longitude
Part 1		
1	21° 10' 05.54" S	014° 15' 17.93" E
2	21° 09' 57.75" S	014° 15' 24.78" E
3	21° 10' 11.40" S	014° 15' 39.99" E
4	21° 10' 18.93" S	014° 15' 33.78" E

License Shape



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MC-68796 (68796)

Active (Pending Renewal)

**Mining Claim (Claims)**

**General**

Jurisdiction:	Namibia Mines MIN	Application Date:	04 November 2011
Region:		Closure Date:	
Official Area:		Expiry Date:	22 August 2020
Application Number:		Grant Date:	23 August 2018
Old License Code:	68796	Last Renewal Date:	22 August 2018
Accounting Code:		Peg Date:	04 November 2011
Renewal Period:	1	Renewal Application Date:	06 February 2018
Commodities:	SPS		
Comment:			

**Parties**

Party Name	Party Type	Interest
Jody Lourens Hermanus Raaths	Registered Owner	100.00%

Coordinates And Shape

Coordinates

Official Area:

Coordinate system:

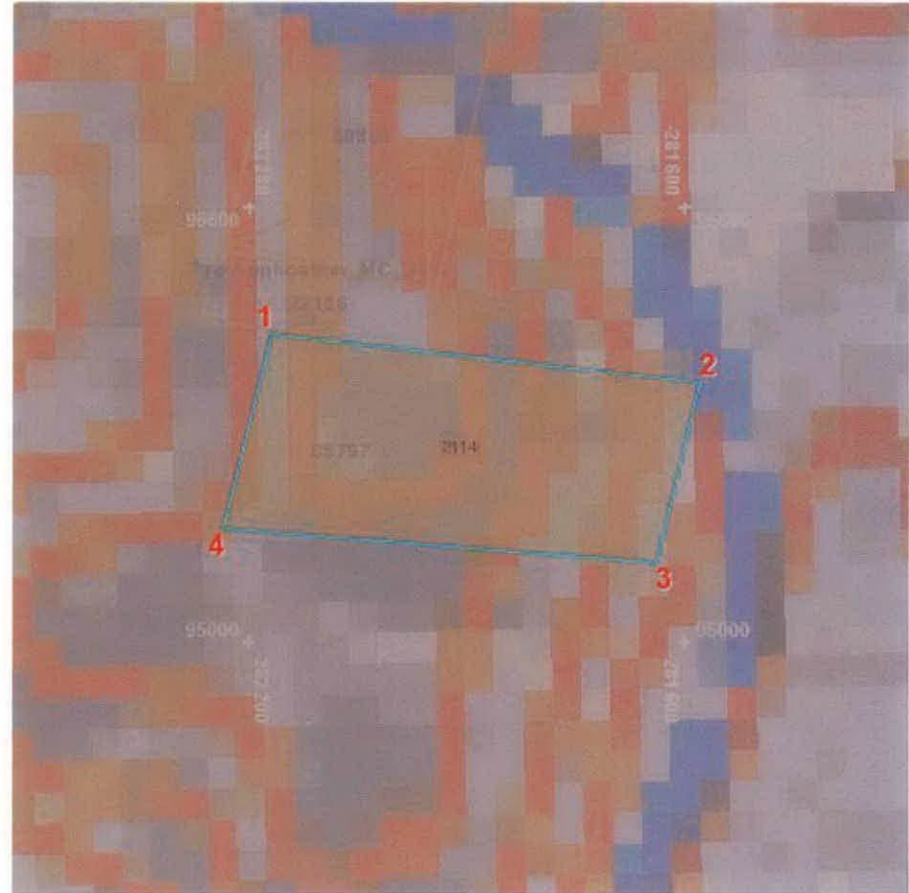
GCS Bessel 1841

Latitude

Longitude

Part 1	Latitude	Longitude
1	21° 06' 58.81" S	014° 16' 42.41" E
2	21° 07' 01.35" S	014° 17' 02.89" E
3	21° 07' 09.37" S	014° 17' 00.68" E
4	21° 07' 07.54" S	014° 16' 39.93" E

License Shape



68



MC-68797 (68797)

Active (Pending Renewal)

**Mining Claim (Claims)**

**General**

Jurisdiction:	Namibia Mines MIN	Application Date:	04 November 2011
Region:		Closure Date:	
Official Area:		Expiry Date:	22 August 2020
Application Number:		Grant Date:	23 August 2018
Old License Code:	68797	Last Renewal Date:	22 August 2018
Accounting Code:		Peg Date:	04 November 2011
Renewal Period:	1	Renewal Application Date:	06 February 2018
Commodities:	SPS		
Comment:			

**Parties**

Party Name	Party Type	Interest
Jody Lourens Hermanus Raaths	Registered Owner	100.00%