

P.O. Box 82 Karibib
0816341397



REPUBLIC OF NAMIBIA

MINISTRY OF ENVIRONMENT, FORESTRY AND TOURISM
DIRECTORATE OF ENVIRONMENTAL AFFAIRS
09 SEP 2021
16 OCT 2021
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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, 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: JESAYA Sitwira (hereinafter referred to as the "Holder") being the holder of Non-Exclusive Prospecting Licence 6716 Mining Claims 69138 AND 69139

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.

MINISTRY OF ENVIRONMENT, FORESTRY AND TOURISM
DIRECTORATE OF ENVIRONMENTAL AFFAIRS
11 OCT 2021
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- 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 WHK on this 9 day of September 2021

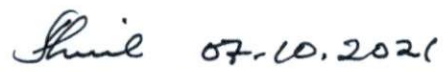
For the Holder:
(duly authorised thereto)


.....

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

MINISTRY OF ENVIRONMENT, FORESTRY AND TOURISM

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

10 December 2021

Jesaya Sitwira
P.O. Box 82
Karibib
Namibia

ENVIRONMENTAL CONTRACT FOR MINING CLAIM 69138-69139

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 69138-68139

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)



Jesaya Sitwira



Date

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

.....
Date



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	JESAJA SITWIRA
2.2 Name of Mining Claim Holder (if different from 2.1)	
2.3 Telephone, Fax, Cell Phone and/or E-Mail	Tel: 064 55 01 55 Fax: 064 55 01 55 Cell phone: 081 283 9176 Jesaja
2.4 Postal Address Residential/Registered Address	P.O. Box 376 ⁸² KARIBIB ERT NO 402 KASSINGA STREET, USAB, KARIBIB
2.5 Reference Number	NEPL No: 6716 Expiry:
2.6 Registered Number(s)	69138 and 69139
2.7 Location (Farm, District, Region) of mining claim(s)	FARM OMAPYU SUD, OMARURU DISTRICT, ERONGO REGION
2.8 Group(s) of Mineral(s) to be mined	SEMI-PRECIOUS STONES

Number of people	Where will they live?
6 to 8	MINING CAMPSITE, SET FOR THIS PURPOSE

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.)?

DISPOSE IN CONTAINERS OR DRUMS AND BURN THEM ON DUMP 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.)?

OLD BATTERIES AND OLD OIL SHALL BE DISPOSED IN A PROPER DUMPING SITE. THE BATTERIES CAN ALSO BE SOLD FOR RECYCLING.

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

PIT LATRINES (DRY SYSTEM)

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 PICK UPS = FOR LOGISTICS AND SUPPLYS + EMERGENCY

Earthmoving equipment:

ONE EXCAVATOR

Drilling equipment:

TWO ELECTRICAL BREAKERS, ONE GENERATOR (2.5)
ONE PORTABLE COMPRESSOR AND ACCESSORIES

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.).

NEW TRACKS AND ROADS

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

SUPPLY VEHICLES = MOVE ONLY ON EXISTING ROADS AND ROUTES
EQUIPMENT MACHINERY MOVE AROUND THE STATIONED AREAS ONLY

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)?

THE EXISTING ROADS ARE EXCEPTIONAL ALREADY - ~~OTHER~~
THEREFORE I DON'T INTEND TO OPEN NEW ONES.

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?

*N/A
IF NECESSITY ARISES I WILL SEEK PERMISSION AND EXPERTISE TO ENSURE LAW IS COMPLIED WITH.*

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
<i>HUMAN CONSUMPTION</i>	<i>3000 LITRES</i>	<i>RECOLLECT THE WASHINGS WATER FOR DUST CONTROL USE</i>
<i>DOUST CONTROL</i>	<i>1000 LITRES</i>	<i>50% FROM THE RECOLLECTED AND 50% CLEAN WATER</i>

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

- ① FROM KARIBIB TOWN COUNCIL*
- ② FROM FARM OMAHYU SUB.*

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

NO CHEMICALS SHALL BE USED IN CONNECTION WITH THE ENVISAGED OPERATION THAT CAN POLLUTE THE WATER RESOURCES.

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.

AT THE FARM HOMESTEAD AND OTHER MINERS AT ANOTHER CLAIM CASTLE AND GAME FARMING.

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

COMPLY WITH THE AGREED UPON TERMS OF MINING AND MAINTAIN SOUND COMMUNICATION WITH THE FARM WORKERS AND MANAGEMENT

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:

B

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.)?

NO HARVESTING OF PLANTS SHALL BE ALLOWED.
NO HUNTING SHALL BE PERMITTED, THE PIT-HOLES SHALL BE FENCED
'OFF' IN A WAY THEY DON'T ENDANGER 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. N/A

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

STOP OPERATIONS AND NOTICE RELEVANT AUTHORITY

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.

PROSPECTING + MINING
REHABILITATION

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 DAMAGES AS THE ACTIVITIES WERE VERY EARLY DISCONTINUED

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


Place

9/9/2021
Date



MINISTRY OF MINES AND ENERGY
 MINING COMMISSIONER
 11 MAY 2017
 Private bag 13297
 F1 9000 WINDHOEK
 OFFICIAL



Blauw
 11/5/2017

REPUBLIC OF NAMIBIA

MINISTRY OF MINES AND ENERGY

APPLICATION FOR THE RENEWAL OF THE REGISTRATION OF MINING CLAIMS
 (Required in terms of Section 38 of Act 33 of 1992)

Receipt No: 1791451 Date entered in FLEXI: _____

Reference: 14/2/21/2/: 3044.6716

Full name of applicant: JESAJA SITWIRA
 Postal Address: P.O. BOX 346
KARIBIB

Residential/Registered Address: ERF 402
KASSINGA STR, USAB

Contact Details: Telephone Home: _____ Telephone Work: 064 550155

Fax: (TEL) 064 550155 Cell phone: 081 283 9176 Email: _____

- Are mining operations ongoing as per section 31(1)(a)?
- Are all monthly reports submitted as per section 45(1)(d)?
- Are all annual reports submitted as per section 45(1)(e)?
- Are all claim fees paid as per section 123(1)(b)?
- Has a landowner's agreement be entered into per section 52(1)(a)?

YES	NO
	✓
	✓
	✓
✓	
	✓

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: THE OPERATIONS HAVE BEEN: ①- DELAYED BY THE FARM OWNER'S AVOIDANCE TACTICS ②- AFTER REQUESTING MARC'S INTERVENTION. THE CASE IS PENDING DECISION BY MINISTER OF MINES

IMPORTANT NOTE:
 Details of any change in personal or 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		✓
Change in Corporate Particulars		✓
Change in Particulars of Accredited Agent		✓

Mining Claim (Claims)

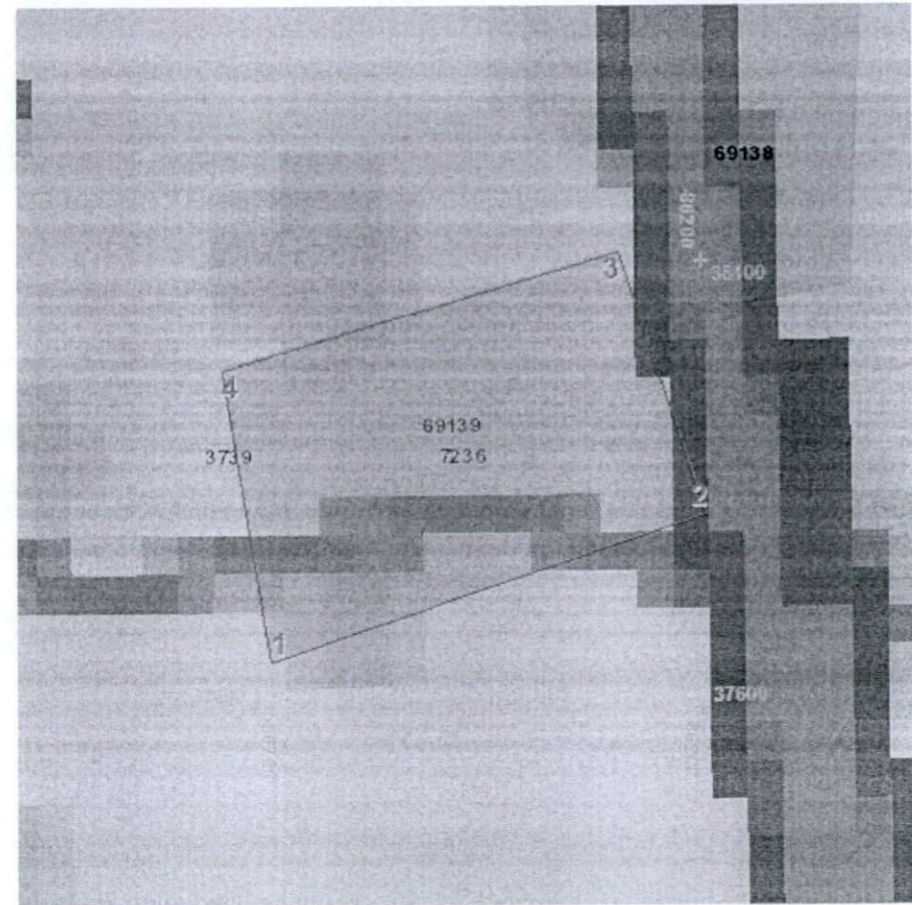
Coordinates And Shape

Coordinates

Official Area: 15.5068 Ha
 Coordinate system: GCS Bessel 1841

Part 1	Latitude	Longitude
1	21° 39' 30.40" S	016° 09' 38.40" E
2	21° 39' 25.10" S	016° 09' 55.40" E
3	21° 39' 15.60" S	016° 09' 52.10" E
4	21° 39' 19.80" S	016° 09' 36.60" E

License Shape



Handwritten initials: NF

Mining Claim (Claims)

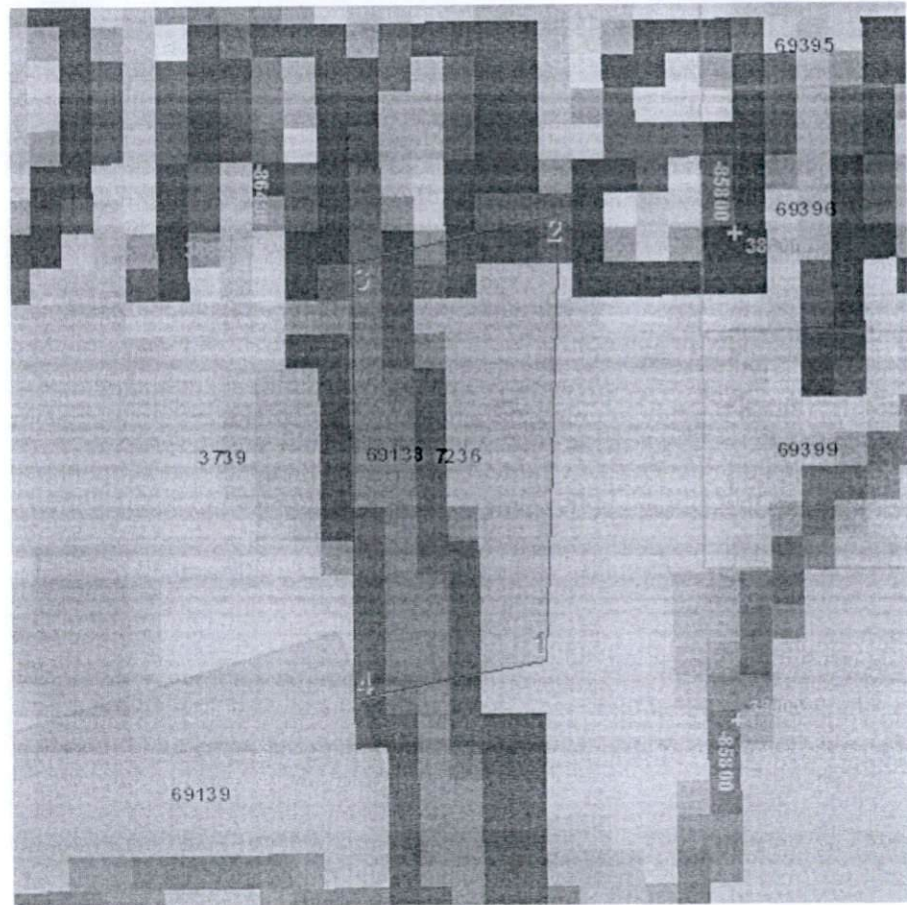
Coordinates And Shape

Coordinates

Official Area: 13.4638 Ha
Coordinate system: GCS Bessel 1841

Part 1	Latitude	Longitude
1	21° 39' 16.80" S	016° 10' 01.05" E
2	21° 38' 58.90" S	016° 10' 01.90" E
3	21° 39' 00.70" S	016° 09' 52.90" E
4	21° 39' 18.30" S	016° 09' 52.80" E

License Shape



NT