



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, 33 of 1992 (hereinafter "the Act"), 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 **Arnold Kumudu** (hereinafter referred to as "the Holder") being the holder of Non-Exclusive Prospecting Licence **5123** Mining Claims registration no 69975;

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 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 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 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 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 ...3 DAY OF November 2022

For the Holder: Arnold Kununy Arnold Kununy
(duly authorised thereto)

For the Government: _____
Mr. Timoteus Mufeti
Environmental Commissioner
Ministry of Environment , Forestry and Tourism

And

ChirChir
Mrs I ChirChir
Mining Commissioner
Ministry of Mines and Energy

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

THE VEHICLES AND MACHINERY WILL ONLY MOVE IN THE AREA OF OPERATION. WE WILL ONLY MAKE USE OF EXISTING ROADS TO THE MINING SITE. NO UNNECESSARY MOVEMENT OF VEHICLES AND MACHINERY WILL BE ALLOWED.

3.2.4 Which routes will be used by vehicles to get to your claim and state whether you intend making new roads or tracks (both to your claim and within your claim).

EXISTING ROADS.

3.2.5 Will you do any blasting on your 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 ?

MINING OPERATIONS WILL BE DONE ACCORDING TO THE ADVICE OF MINING OPERATIONS OFFICERS TO ENSURE ALL ACTIVITIES AND ASPECTS OF ENVIRONMENT ARE CONSIDERED.

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, recreation, 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
Operations	10 000	USE WHEN NEED ARISE ONLY
Human Consumption	200	—

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

TRANSPORTED IN FROM LOCAL SETTLEMENT OFFICE

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

(H/A) WILL TAKE GOOD CARE OF OIL, GREASE, AND CHEMICAL WASTE

3.4 Relations with neighbouring communities and/or the general public

3.4.1 Are there any people living in or near your claim?

Yes No Unsure

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

4.5 km from the H/A claim

3.4.3 If "yes" in (3.4. 1) explain what you will do to maintain a good relationship with such people.

Some will be employees.
Regular meeting with them to discuss
Challenges they face from mining

3.4.4 Will the activities on your 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

THE EXACT CLAIM AREA will be fence
off to avoid animals falling in.

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

will work according to planned
Schedule.
⇒ This will stipulate clear
Minimal damage to the
environment.

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 claim area (tick one box) ?

Yes No Unsure

3.6.2 If "yes" above, please describe these briefly

N/A

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

Report to Authorities

3.6.4 If such sites are discovered after you have started working your 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 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
Don't know

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

=> Mapping
=> Trenching
=> Excavation and drilling

4. Existing Damage

Describe what environmental damage exists in your claim area now, in other words, damage caused by someone else before you began working on the claim. (where possible, provide evidence such as photo's, statements, etc.)

NONE

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.

Arnold Kumandu
.....
Claim Holder or Authorized
Representative

Officer/Signature
.....
Place

2/11/2022
.....
Date

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② K₂↑ER =

⑬ → δ

⑭

Chief / WDR

