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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 \_\_\_\_\_ 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 Jakob CHRISTIAN (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 74033 - 74034 - 74035

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;
  - 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.

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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 Windhoek ON THIS 23 DAY OF November 2022

For the Holder: Jakob CHRISTIAN  
(Duly authorised thereto)

For the Government of Namibia:

\_\_\_\_\_  
Mr Timoteus Mufeti  
Environmental Commissioner  
Ministry of Environment and Tourism  
And

Isabella  
\_\_\_\_\_  
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	Jakob Christmann
2.2 Name of Mining Claim Holder (if different from 2.1)	Jakob
2.3 Telephone, Fax, Cell Phone and/or E-Mail	Tel: 0816938516 Fax: E-Mail: christmann.jakob@com. Cell: 0816938516
2.4 Postal Address  Residential/Registered Address	PO BOX 240 KARASBURG KARASBURG 11Karas
2.5 Reference Number	NEPL No: 5034 Expiry: 04/04/2023
2.6 Registered Number(s)	74033-74034-74035
2.7 Location (Farm, District, Region) of mining claim(s)	Ysbeerpots 11Karas. Karasburg
2.8 Group(s) of Mineral(s) to be mined	SPS

2.9 How many people will work on your mining claim, and where will they live?

Number of people	Where will they live?
10	Vsterpuk's Farm.

### 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.)?

RINSE FIRST OF ALL FAMILY MEMBERS AND OCCUPANTS  
OF THE GENERAL AREA HAS TO BE SENSITIZED ON THE  
IMPACTS AND SIDE EFFECTS RELATED TO LITTER OR STOP LITTERING.  
GARBAGE AND RECYCLING BINS WILL BE KEPT CLOSELY FOR CONTROL.

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.)?

AS ASKED ABOVE SUCH WASTE CAN BE CRUSHED AND  
SOLD OR GIVEN AWAY FOR RE USE FOR EXAMPLE BURNING  
OR FOR FILLING IN CONSTRUCTION PROJECTS. THESE  
EXAMPLES CAN BE RUBBLE, BRICKS AND CERAMICS.

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

TOILETS FOR BOTH GENDERS WILL BE MADE AVAILABLE, PENDING  
TO THE TYPE OF PROJECTS IN THE SENSE OF TEMPORARY OR MORE  
LONG. TEMPORARY FOR SHORT PROJECTS AND LONG FOR HUGE PROJECTS  
MEANING PERMANENT STRUCTURES FOR BATHING AS WELL.

#### 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:

BAKKIES TO THE AMOUNT OF 02 WILL BE  
AVAILABLE TO COMPLIMENT THE PROJECTS WAY FORWARD  
FOR NOW AND FUTURE YEARS TO COME.

Earthmoving equipment:

01 x JLB FOR EARTH MOVING PURPOSES THAT WILL  
BE STATIONED ON SITE.

Drilling equipment:

JACK HAMMERS AS A MEANS FOR REPLACING  
DRILLING EQUIPMENT AS PROJECT IS SMALL AND  
FOCUS MORE ON GROUND BREAKING DEEPER.

Other equipment and/or machinery:

SPADER, HOSE-PIPES, HAMMERS AND MORE TECHNICAL EQUIPMENT WILL BE ON-SITE TO ACCOMPLISH THE MISSION STATEMENT OF THE PROJECT. IN ORDER TO ENDE THE DAILY WORK FOR EMPLOYEES THAT'S EMPLOYED UNDER THE PROJECT.

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.).

CARS WILL OBVIOUSLY CONTRIBUTE TO AIR POLLUTION. PROBABLY AMOUNTS OF NITROGEN OXIDES, CARBON MONOXIDE THAT COMES FROM FUEL CONSUMPTION EMISSIONS AND GREENHOUSE GASES AND THE HEAVY IMPACT OF MACHINERY TO BE USED ON SITE FOR PROJECTS OR PROJECT. LANDSCAPE WILL FALL AS IT WILL BE DAMAGED BY DIGGING ON SEVERAL AREAS AS INDICATED ON MAP, HAZEL FOR ANIMALS, HUMAN BEINGS AND ENVIRONMENTAL INSPECTIONS. SOIL AND VEGETATION WILL BE DISTURBED AS A RESULT OF FUMES AND MOVEMENT OF HUMANS, DEPENDING ON THE NUMBER EMPLOYED TO THIS PROJECT. NOISE POLLUTION IS OBVIOUSLY PART OF THE PACKAGE BUT NOT NECESSARILY AS FOR ANIMALS AND NEARBY HUMANS THAT CAN BE AVOIDED BY INFORMING THEM THAT ENVIRONMENTAL DAMAGE WILL TAKE PLACE. ALL THIS CAN MOVE SMOOTHLY IF THE RIGHT CHANNELS WILL BE FOLLOWED AS THE PLANNING ON THAT WAY.

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

ONE WAY IN ONE WAY OUT TO MINIMIZE ENVIRONMENTAL DAMAGE ON A HUGE SCALE AND REDUCE ON SITE DRIVING BY MARKING AVAILABLE ACKNOWLEDGED POINTS OF PICK UP AND DROP OFF. DEMARCATED POINTS SHOULD SERVE AS A POINT OF REFERENCE AFTER EMPLOYEES WILL BE BRIEFED BY THE SUPERVISOR ON ALL IMPACTS THAT MUST BE AVOIDED AT ALL COSTS FOR DAMAGE CONTROL. CONTROL OF MACHINERY AND VEHICLES SHOULD HAVE A WAY OF USING THEM TO AS IT WILL BE PROVIDED IN THE STANDARD OPERATING PROCEDURE BY PROJECT SUPERVISOR.

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)?

ROADS TO BE USED WILL BE THE ONES AS INDICATED ON THE MAP SKETCH ATTACHED TO THE QUESTIONNAIRE. IF NEW ROUTES TO BE IMPLEMENTED IT MUST BE DONE IN CONSULTATION WITH MAP SKETCH AND IMMEDIATE PROJECT SUPERVISOR ATTACHED TO THIS PROJECT FOR SAFE ENVIRONMENTAL PURPOSES.

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?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

N/A

**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
HUMAN USE	1500 LITRES	FOR BATHING & COOKING
WASHING EQUIPMENT	1200 LITRES	DEPEND ON FITNESS
WASH SAND/STONES	2000 LITRES	DEPENDS TO PRODUCTION
DUST CONTROL	3000 LITRES	DAILY BASIS

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

WATER WILL BE SOURCED 50 KM FROM POSITION  
WHERE ACTIVITIES TAKE PLACE, SMALL TANKS TO  
BE USED OF 10 000 LITRES IN QUANTITY.

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

THIS WATER SOURCING WILL BE IN CONSULTATION  
WITH THE LOCAL COMMUNITY TO AVOID DISTURBING  
THEIR ONLY ACTIVITIES AND DONE IN A WAY  
THAT WILL NOT AFFECT THEM AND DONATE TOWARDS  
EMPOWERING COMMUNITY.

**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.

\_\_\_\_\_  
N/A  
\_\_\_\_\_

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

\_\_\_\_\_  
N/A  
\_\_\_\_\_

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:  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.)?

AS TO SAFETY PRECAUTIONS ON PLANTS AND WILDLIFE  
IT WILL BE DONE IN SUCH A MANNER TO AVOID  
THE TOUCHING OF PROTECTED SPECIES BY BRIEFINGS  
ON SITE AND REGULAR INSPECTIONS ALONGWIT  
EMPLOYEES. THIS TOPIC WILL BE OF SENSITIVE  
YIENAGE TO IMMEDIATE PERSONAL ON SITE  
TO LET KNON OF IMPLICATIONS INVOLVED.

**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)  
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.


IT WILL BE OPEN MINE QUARRYING SMALL STONES  
AS FROM THE BEGINNING TILL THE END OF THE  
PROJECT BUT DEPENDS ALSO ON THE AVAILABILITY  
OF STONES IN AREA. DAMAGE WILL BE REHABILITATED  
BY CLOSING SUCCESSFULLY QUARRIED AREAS IN  
THE VICINITY TO AVOID ANY CASUALTIES TO  
THE UNKNOWINGLY APPROACHING TRIBES  
AFTER MINING.

### 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.

NON-DAMAGED AREA BY UNKNOWN PREVIOUS  
MINERS. AREA IS ONLY FAMILIAR TO ME AS  
CURRENT APPLICANT TO HAVE SUCH RIGHTS FOR  
THE AREA.

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  
(Or Authorised Representative)

  
Place

  
Date