

SAND MINING AGREEMENT

This Agreement is made and entered into on this 07 day of August, 2025, by and between:

Edstorm Trading CC, a Close Corporation duly incorporated in accordance with the laws of the Republic of Namibia, with Registration Number: **CC/2020/07955**, and having its postal address at **P.O. Box 1156, Ondangwa**, duly represented herein by **Mr. Thim Uusiku**, in his capacity as **Managing Director** (hereinafter referred to as "**Edstorm**");

AND

Tulye Nawo Group – Shack Dwellers Federation, a recognized community-based entity and land user under the **Ukwangali Traditional Authority**, duly represented herein by **Mr. Sakamba Godfield** in his capacity as the Member (hereinafter referred to as "**the Federation**");

WHEREAS:

1. **Edstorm Trading CC** has been awarded a project titled "**The Construction of a New Pipeline and Appurtenances at Mururani Settlement – Kahenge Tribal Office, Kavango West Region**" (hereinafter referred to as "**the Project**");
2. For the completion of the Project, Edstorm requires quantities of sand suitable for construction purposes, including but not limited to **Bedding Sand, Selected Fill Blanket, and Concrete Works**;
3. The Federation, with the knowledge and consent of the **Ukwangali Traditional Authority**, has access to and control over areas containing natural sand resources in the vicinity of Mururani Settlement, and is willing to allow Edstorm to mine sand from these areas under specific conditions;
4. The parties desire to enter into this Agreement to outline their respective rights, obligations, and understandings regarding the mining of sand.

NOW THEREFORE, the Parties agree as follows:

1. Purpose

The purpose of this Agreement is to authorize Edstorm to mine sand required for the Project from designated areas under the stewardship of the Federation, subject to verification of suitability and adherence to agreed-upon tariffs.

2. Verification of Suitability

2.1. Edstorm shall be solely responsible for **sampling, testing, and verifying** that the sand to be mined is **suitable** for its intended construction purposes.

2.2. The Federation shall **not be liable** for the quality or performance of the sand once extracted, provided access was granted to known local sources.

3. Sand Types

The sand to be mined under this Agreement shall include:

- **Bedding Sand**

- Selected Fill Blanket
- Sand for Concrete Works

4. Tariffs and Payments

4.1. Edstorm agrees to pay for the sand mined according to the **approved tariff structure** of the **Ukwangali Traditional Authority**, as set out in the **2016 Tariff Schedule**, attached hereto as **Annexure A (Page 13)**.

4.2. All payments shall be made to the designated account of the Federation or as directed in writing by the Federation.

4.3. Payments shall be made **monthly**, based on actual quantities mined and recorded by both parties.

5. Environmental and Community Considerations

5.1. Edstorm shall conduct all sand mining activities in a **sustainable and environmentally responsible** manner, minimizing disturbance to the surrounding community and environment.

5.2. Upon completion of mining activities, Edstorm shall **rehabilitate** the area to a condition reasonably acceptable to the Federation and in accordance with any applicable laws or customary requirements.

6. Duration

This Agreement shall commence on the date of signing and shall remain in force for the duration of the Project, or until the completion of sand mining activities, whichever occurs first, unless terminated earlier by either party in accordance with Clause 8.

7. Access and Cooperation

The Federation shall grant Edstorm and its authorized personnel **reasonable access** to the designated sand mining site(s) and shall cooperate to ensure smooth operations.

8. Termination

8.1. Either party may terminate this Agreement upon **30 days' written notice**, provided that all outstanding obligations have been settled.

8.2. Immediate termination may occur in the event of a **material breach** of the Agreement or any **unlawful or damaging activities** by Edstorm at the mining site.

9. Dispute Resolution

Any disputes arising under or in connection with this Agreement shall be resolved in good faith through **negotiation** between the parties. Failing resolution, the matter shall be referred to the **Ukwangali Traditional Authority** for mediation, and if unresolved, may be brought before a court of competent jurisdiction in Namibia.

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings or agreements, whether oral or written.

Signed at Kahenge Village on this 07 day of August, 2025.

For Edstorm Trading CC:

Name: Thim Uusiku

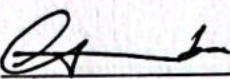
Designation: Managing Director

Signature: 

For Tulye Nawo Group – Shack Dwellers Federation:

Name: Sakamba Godfield

Designation: Member

Signature: 

Name: Kavanze Maria Mpingana

Designation: Member

Signature: K. Maria

Name: Sitemo Petrus Mpasi

Designation: Member

Signature: 