

GOLDEN FALLS TRADING

286 (PTY) LTD

SCALE 1 : 5 000

Northern Cape Province

Administrative District of Barkly West

PLAN PREPARED IN ACCORDANCE WITH

REGULATION 42

OF THE REGULATIONS PUBLISHED UNDER THE
MINING TITLES REGISTRATION ACT
(ACT 16 OF 1976)

DESCRIPTION OF LAND UNDER APPLICATION
FOR A

PROSPECTING RIGHT

AREA A, B, C, D, E, F, G, H, J, K, L,
S, R, T, U, V AND A REPRESENTS 16.5891ha.
SITUATED ON AN UNALIENATED STATE LAND,
LOCATED AGAINST ERF 253, WINDSORTON.

WGS 84 DATUM SURVEY SYSTEM WG 25

CO-ORDINATES:

A	Y+26	395.705	X+3	138	970.486
B	Y+26	368.508	X+3	138	874.587
C	Y+26	203.500	X+3	138	927.590
D	Y+26	101.396	X+3	138	944.592
E	Y+26	112.493	X+3	139	067.591
F	Y+26	137.591	X+3	139	169.591
G	Y+26	166.988	X+3	139	275.190
H	Y+26	209.585	X+3	139	395.489
J	Y+26	245.482	X+3	139	483.188
K	Y+26	293.382	X+3	139	615.988
L	Y+26	423.483	X+3	139	685.587
S	Y+26	486.482	X+3	139	544.585
R	Y+26	556.486	X+3	139	508.584
T	Y+26	455.486	X+3	139	420.585
U	Y+26	350.591	X+3	139	287.787
V	Y+26	336.399	X+3	139	074.787

Y 27000

ROAD



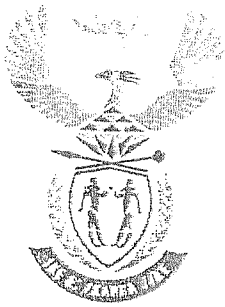
X 3139000

Y 27000

PLAN APPROVED: [Signature]
REGIONAL MANAGER NORTHERN CAPE.
DATE: 21/1/2005
NAME OF APPLICANT: Golden Falls Trading
SIGNED: [Signature]
DATE: 17/2/2006
NAME OF APPLICANT: _____
SIGNED: _____
DATE: _____

[Signature]

X



the dme

Department:
Minerals and Energy
REPUBLIC OF SOUTH AFRICA

Liberty Corner
First Floor.
29-31 Curry Street
Kimberley, 8301

Private Bag X6093
Kimberley,
8300,

Tel: (053) 8300 800
Fax: (053) 8325 631

Enquiries : Ms Michelle Pitt
E - Mail : Michelle.Pitt@dme.gov.za
Sub Directorate: Mine Environmental Managememe
Ref. No: (NC) 30/5/1/1/3/2/1/157EM

PER HAND

Business Manager
Standard Bank
Postnet Suite 233
Private Bag x 4
Menlo Park
0102

ATTENTION: RC JUMAT / SJ DU PLESSIS

CANCELLATION OF BANK GUARANTEE NUMBER: M453436 TO THE VALUE OF R115 000. 00 ISSUED ON BEHALF OF GOLDEN FALLS TRADING 286 (PTY) LTD

The above refers

Enclosed herewith, find the original bank guarantee for your further attention and cancellation. A replacement guarantee has been issued and the guarantee is no longer required, hence released for cancellation.

Yours Faithfully,


P SWART
REGIONAL MANAGER
NORTHERN CAPE REGION

DATE: 5/3/09





(NC) 30/5/11/8/2/1/157 EA
0562

Pretoria Credit Centre

Postnet Suite 233
Private Bag x 4
Menlo Park
0102

Ground Floor, Old Mutual Building, Menlyn Office Park
2
Gobie Street
Newlands Ext 1, Pretoria
0181

The Director-General
Department of Minerals and Energy, Northern Cape Region
Private Bag X6093
Kimberley
8300

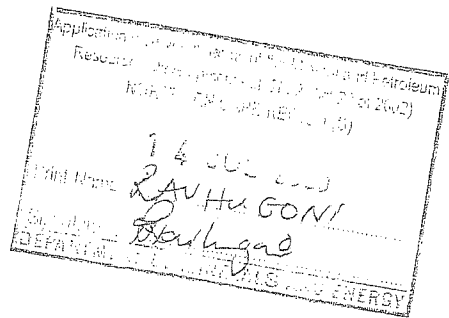
13 July 2005


Dear Sir / Madam

Guarantee Number M453436 dated 13 July 2005 for R115.000-00

Please find enclosed the abovementioned guarantee.

Yours faithfully





Raymond Charles Jumat
Business Manager.


Stephanus Johannes du Plessis
Account Analyst

Directors: D E Cooper (Chairman), J H Maree* (Chief Executive), D D B Sand, E Bradley, T Evans, T S Gcabashe,
D A Hawton, Sir Paul Judge#, S J Macozoma, R P Menell, Adv K D Moroka, A C Nissen, M C Ramaphosa,
Dr M A Ramphela, M J D Ruck*, M J Shaw, Sir Robert Smith#, Dr C B Strauss
Secretary: L Wulfsohn

*Executive Director

*British



Handwritten signature and initials, including a large scribble and the letters 'p', 'R', and 'S'.



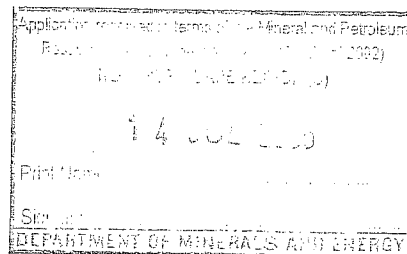
(NC) 30/5/1/1/3/2/1/157 E

Pretoria Credit Centre
Postnet Suite 233
Private Bag x 4
Menlo Park
0102

Ground Floor, Old Mutual Building, Menlyn Office Park
2
Gobie Street
Newlands Ext 1, Pretoria
0181

TRN No. M453436

The Director: Mineral Development
Department of Minerals and Energy, Northern Cape Region
Private Bag X6093
Kimberley
8300



13 July 2005

Financial Guarantee for the Rehabilitation of Land Disturbed by Golden Falls Trading 286 (Proprietary) Limited (Registration Number 2004/026324/07) Mining (Execution of Environmental Management/Plan Programme)

- Concerning the responsibility in terms of the Mineral and Petroleum Resources Development Act, 2002 (Act 28 of 2002), which is incumbent on **Golden Falls Trading 286 (Proprietary) Limited (Registration Number 2004/026324/07)** (hereinafter referred to as "the mine owner") to execute the environmental management plan/programme approved in terms of the provisions of the said Act for the mine known as **Portion of Unsurveyed Land located against Erf 253 in the Vaal River situate in the magisterial district of Barkly West**, We Raymond Charles Jumat and Stephanus Johannes du Plessis in our capacities of Business Manager and Account Analyst and as duly authorized representative/s of **The Standard Bank of South Africa Limited (Registration Number 1962/000738/06)** (hereinafter referred to as "the guarantor") confirm that the amount of **R115,000-00 (One hundred and fifteen thousand)** is available to you for the purpose of executing the said environmental management plan/programme.
- The guarantor, who hereby waives the advantages of the exceptions *non numeratae pecuniae non causa debiti executionis et divisionis*, the meaning and the consequences of which is known to the guarantor, undertakes to pay to you the said sum of **R115,000-00 (One hundred and fifteen thousand)** upon receipt of a written claim from you to do so and the claim may be submitted by you, if (in your opinion and discretion) the mine owner fails or remains in default to execute the said environmental management programme, or if he ceases mining/prospecting operations, or if his estate is sequestrated, or if he should hand over his estate in terms of the Insolvency acts which are applicable in the Republic of South Africa, or if the guarantor gives

b
Page 1 - Initial

written notice to you in terms of clause 5 of this agreement. The said claim may be instituted by you at any stage commencing from the date of signature of this guarantee.

3. The said amount of R115,000-00 (One hundred and fifteen thousand) may be held by you on the condition that you, after having complied with all the provisions of the said environmental management programme, will give account to the guarantor of how the amount was appropriated and repay any unappropriated amount to the guarantor.
4. This undertaking is neither negotiable nor transferable, and -
 - (a) must be returned to the guarantor when giving account to the guarantor in terms of clause 3 above,
 - (b) shall lapse on the granting of the closure certificate in terms of the Mineral and Petroleum Resources Development Act, 2002 (Act 28 of 2002) and
 - (c) shall not be construed as placing any other responsibility on the guarantor other than the paying of the guaranteed amount.
5. The guarantor reserves the right to withdraw from this guarantee after having given you at least three months written notice in advance of his intention to do so.

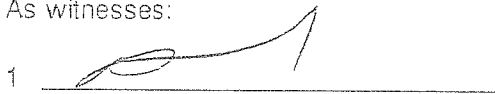
Signed at CENTURION on 13 July 2005

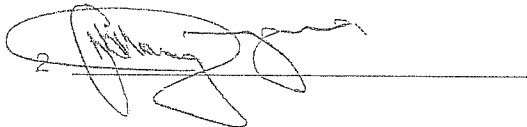
For: The Standard Bank of South Africa Limited.

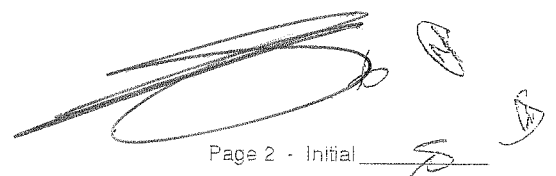

Raymond Charles Jumat
Business Manager


Stephanus Johannes du Plessis
Account Analyst

As witnesses:

1 

2 



Durban Credit Centre

P O Box 2511
Durban
4000

Standard Bank Centre - Durban
1st Floor - North East
1 Kingsmead Way
Kingsmead, 4001

Department of Minerals and Energy
Private Bag X6093
Kimberley
8300

4 March 2009

Dear Sir


Guarantee Number M501640 dated 4 March 2009 for R115,000.00

Please find enclosed the abovementioned guarantee.

Yours faithfully



Gospel Mathe
Business Banker Manager.



Vicky van Meyeren
Business Banker

Directors: D E Cooper (Chairman), S K Tshabalala* (Chief Executive), D D B Band, E Bradley, T S Gcabashe, S E Jonah KBE##, Sir Paul Judge#, K P Kalyan, S J Macozoma, J H Maree*, R P Menell, Adv K D Moroka, A C Nissen, M C Ramaphosa, S P Ridley*, M J D Ruck, M J Shaw, Lord Smith of Kelvin, Kt#, E M Woods

Group Secretary: L Wulfsohn (1/06/2008)

*Executive Director **Chinese #British ##Ghanaian

Durban Credit Centre

P O Box 2511
Durban
4000

Standard Bank Centre - Durban
1st Floor - North East
1 Kingsmead Way
Kingsmead, 4001

TRN No. M501640

Department of Minerals and Energy
Private Bag X6093
Kimberley
8300

4 March 2009

Financial Guarantee for the Rehabilitation of Land Disturbed by Mining Activities (Execution of Environmental Management Programme)

- 1 Concerning the rehabilitation responsibility in terms of the Mineral and Petroleum Resources Development Act No. 28 of 2002, which is incumbent on Golden Falls 286 (Proprietary) Limited - Registration Number 2004/026324/07 - Account Number NC 30/5/1/1/2/157 (hereinafter referred to as "the mine owner") to execute an environmental management programme approved in terms of the provisions of the said Act for the properties being explored in the Portion of unsurveyed land located against Erf 253 in the Vaalriver, Barkley West, we, The Standard Bank of South Africa Limited (hereinafter referred to as "the Guarantor") confirm that the amount of R115,000.00 (One Hundred and Fifteen Thousand Rand) ("the Guaranteed Amount") is available to you for the purpose of executing the said environmental management programme.
- 2 The Guarantor, who hereby waives the advantages of the exceptions *non numeratae pecuniae, non causa debiti excussionis et divisionis*, the meaning and the consequences of which is known to the Guarantor, undertakes to pay to you a sum of money only up to the Guaranteed Amount upon receipt of a written claim from you to do so and the claim may be submitted by you, if (in your opinion and discretion) the mine owner fails or remains in default to execute the said environmental management programme, or if the mine owner ceases mining operations, or if the mine owner's estate is sequestrated, or if the mine owner should hand over the mine owner's estate in terms of the Insolvency Acts which are applicable in South Africa, or if the Guarantor gives written notice to you in terms of clause 5 below. The said claim may be instituted by you at any stage commencing from the date of signature of this guarantee.
- 3 The said amount of up to the Guaranteed Amount may be held by you on the condition that you, after having complied with all the provisions of the said environmental management programme, will give account to the Guarantor of how the amount was appropriated and repay any unappropriated amount to the Guarantor.




- 4 This undertaking is neither negotiable nor transferable, and -
 - (a) must be returned to the Guarantor when giving account to the Guarantor in terms of clause 3 above;
 - (b) shall lapse on the granting of a closure certificate in terms of the Mineral and Petroleum Resources Development Act No. 28 of 2002;
 - (c) shall not be construed as placing any other responsibility on the Guarantor other than the paying of the Guaranteed Amount;
- 5 The Guarantor reserves the right to withdraw from this guarantee after having given you at least three (3) months written notice in advance of the Guarantor's intention to do so. The Guarantor's liability hereunder shall cease on the expiration of such notice period calculated from the date such notice is given and no further claims will be considered thereafter.
- 6 Payment under this guarantee will only be made against surrender of the original guarantee by the beneficiary or the beneficiary's duly authorised agent to the Guarantor.

For: The Standard Bank of South Africa Limited

at Kimberley on 4 March 2009




Gospel Mathe
Business Banker Manager



Vicky van Meyeren
Business Banker

As witnesses.

1. 

2. 

Pledge and cession of movables / incorporeals to secure general liabilities in favour of The Standard Bank of South Africa Limited

1 Giving of pledge and cession

I/We, Amos Jacob Davids ID/Reg No 690626-5359-085 ("the Pledgor"), transfers all rights to (cedes), surrenders and pledges to The Standard Bank of South Africa Limited ("the Bank"), or anyone who takes transfer of the Bank's rights under this pledge and cession, the movable property and/or securities listed in the schedule to this pledge and cession ("the Schedule") (this list includes any changes made and signed by the Bank and the Pledgor) ("the property") upon the terms and conditions set out in this agreement.

2 Amount secured under this security

The maximum amount secured under this pledge and cession is unlimited.

3 Continuing covering security

3.1 The Property and all of its rights (including dividends, interests, rents, income and other benefits) is given and transferred to the Bank as continuing covering security for any debt, whether contingent or accrued, which the Pledgor may now or in the future have to the Bank or to anyone the Bank transfers its rights to ("debts"), regardless of how the debts arise.

3.2 This pledge and cession shall continue even if the debts are temporarily paid in full and it shall continue until the Bank agrees in writing that it can be cancelled. The decision as to whether or not to cancel the pledge and cession lies solely with the Bank.

3.3 The Pledgor will have the right to receive redelivery of the Property on cancellation of this pledge and cession by the Bank.

4 Warranty

4.1 The Pledgor warrants being the legal holder(s) of all the Property, has not and shall not under any circumstances sell, give up, hire out, legally transfer, cede or give to anyone else rights in the Property.

4.2 The Pledgor warrants not to allow the Property to be legally burdened in any way, or let go of the Property in any way, or any rights, dividends, interest, rents, income, benefits or other moneys due, or any right, title and interest in and to the Property, unless the Bank has agreed to this in writing or this pledge and cession has come to an end.

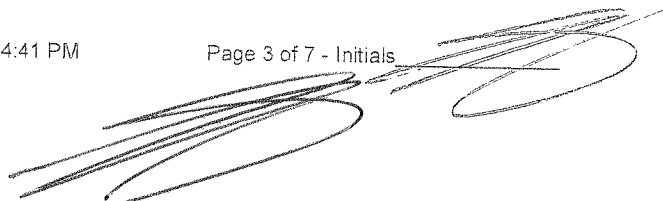
4.3 If the Pledgor has breached or does breach this warranty, then this agreement shall operate as a pledge and cession of the Pledgor's reversionary rights.

4.4 Where the Pledgor is transferring rights in a document to the Bank, Pledgor undertakes to deliver to the Bank the originals of such documents. Pledgor warrants that no replacement shares and/or share certificates shall be issued in respect of any shares or share certificates pledged to the Bank.

5 Other security held by or delivered to the Bank

5.1 This pledge and cession is additional to and does not negatively affect any other security document that the Bank holds or will hold in relation to any of the Pledgor's debts to the Bank.

5.2 The Pledgor, on signing this pledge and cession, may deposit or leave or deliver ("delivery") the Property, or any other property, to the Bank and such delivery shall be deemed to be made under this pledge and cession, whether or not the description of any property delivered is listed in the Schedule. The Bank is entitled, at the Pledgor's cost, to control, store, conserve, transport, insure, protect or deal



with the Property in its discretion, but the Bank is not obliged to do any of these things.

6 Enforcement of rights by the Bank

If the Pledgor does not comply with the terms and conditions of this pledge and cession and any other agreement the Pledgor has now or may have in the future with the Bank, the Bank may enforce its rights and deal with the Property as set out in this pledge and cession, subject to the provisions of 7 below (as may be applicable).

7 Realisation

7.1 The Bank shall be entitled upon the occurrence of any breach or default (however so described) in respect of the debts, which is not remedied in accordance with its terms and, where applicable, upon the implementation of the default procedure as set out in the National Credit Act No. 34 of 2005 ("the Act"), to enforce all or any of the Bank's rights, powers and privileges including, but not limited to -

7.1.1 sell or otherwise realise the Property by public auction or private treaty, in the latter case on reasonable notice to the Pledgor not exceeding 10 (ten) Business Days, as the Bank may deem fit; or

7.1.2 take over the Property at a fair value which shall be determined by an independent valuator. The Pledgor authorises the Bank to appoint the valuator, nominated solely by the Bank, to undertake a valuation of the Property. The value will be net of the costs of the valuation. The Pledgor agrees and undertakes to accept such valuation.

7.2 If any of the Property listed in the Schedule is realised in terms of 7.1.1 the Pledgor's rights are limited to be credited with any surplus money after the debts have been paid in full, but subject to 9.3 below.

8 Indemnity

8.1 The Bank will not be responsible for any loss arising out of this pledge and cession, including any loss due to the -

8.1.1 Bank enforcing any of its rights;

8.1.2 value of the Property decreasing because of a change in the market for the Property;

8.1.3 Bank failing to collect any rights, dividends, interest, money, rents or other benefits of the Property; or

8.1.4 Pledgor failing to insure the Property whilst it is in the Bank's possession. The Pledgor shall continue to hold all risk in the Property until the Bank has sold or taken over the Property as described in 7 above.

9 Use of moneys collected

9.1 The Bank shall have the right to use any money received from the realisation of the Property to pay the debts.

9.2 The Bank may apply any money received from the realisation of the Property against the debts as the Bank in its discretion sees fit.

9.3 If the money from the realisation of the Property exceeds the amount of the debts prior to the realisation, and if there is another credit provider with a registered credit agreement in respect of the same Property, the Bank is required by the Act to pay the excess to the National Credit Tribunal. If there is no other such credit provider the excess will be paid to the Pledgor. The Bank will not have to pay interest on this amount.

10 Certificate of amount owing

A certificate signed by any of the Bank's managers, whose appointment need not be proved, will on its mere production be sufficient proof of any amount due and/or owing by the Pledgor in terms of this pledge and cession, unless the contrary is proved.

11 Addresses for notices and the service of legal documents

11.1 The Pledgor chooses the address for serving legal notices in terms of this pledge and cession ("notice address") for all purposes at the physical address set out below.

11.2 Any other notice or communication required or permitted to be given in respect of the provisions of this pledge and cession will be valid and effective only if in writing and sent to the Pledgor's notice address as set out below, or the telefax number or email address provided hereunder, or any address advised in terms of clause 11.3 below, provided that the documents to be delivered in respect of legal proceedings in connection with this pledge and cession may only be served at the Pledgor's notice address.

11.3 The Pledgor must give the Bank written notice to change the notice address, telefax number or email address, provided that the change will be effective on the 10th (tenth) business day after receipt of the notice.

11.4 Any notice -

11.4.1 sent by prepaid registered post will be deemed to have been received on the 5th (fifth) business day after posting;

11.4.2 sent by ordinary mail will be deemed to have been received on the 7th (seventh) business day after posting;

11.4.3 delivered by hand will be deemed to have been received on the day of delivery;

11.4.4 sent by telefax or email will be deemed to have been received on the 1st (first) business day after the date it was sent.

11.5 Notwithstanding anything to the contrary contained in this clause 11, a written notice or communication actually received by the Pledgor will be an adequate written notice or communication to the Pledgor even though it was not sent or delivered to the chosen notice address, telefax number or email address.

11.6 Where the post office does not effect street address deliveries at the Pledgor's chosen notice address, the Bank may send any notices in terms of this pledge and cession to the Pledgor's post box number.

12 General

12.1 In the event that the Bank takes legal action against the Pledgor, the Pledgor agrees to pay the Bank's default administration charges, collection costs and any other charges as may be permitted by the Act.

12.2 If any part of this pledge and cession is or becomes unenforceable, this will not affect the enforceability of the rest of this pledge and cession.

12.3 This pledge and cession will be governed by and interpreted in accordance with the laws of the Republic of South Africa.

12.4 The Pledgor agrees that if the Magistrate's Court has concurrent jurisdiction with the High Court over any dispute in terms of this pledge and cession then the Pledgor consents to the Magistrate's Court

having jurisdiction. If, however, the Magistrate's Court does not have concurrent jurisdiction with the High Court and the High Court has exclusive jurisdiction, then the Pledgor consents to the jurisdiction of the High Court for purposes of any dispute arising out of this pledge and cession.

13 Whole agreement

This pledge and cession forms the whole and only agreement between the Bank and the Pledgor. Any agreement to change this pledge and cession in any way, or any agreement not to enforce any rights, or any agreement by the parties to cancel the pledge and cession must be written and signed by both parties.

14 Confirmation of compliance with formalities

The Pledgor acknowledges that -

- 14.1 this pledge and cession is given free from coercion or inducement, with full knowledge of the Pledgor's entitlements (where applicable), in terms of Section 44 of the Long-Term Insurance Act 52 of 1998;
- 14.2 through Pledgor's signature to this agreement, should this pledge and cession be given to the Bank as supporting collateral to any suretyship commitment in favour of the Bank, that -
 - 14.2.1 the Bank has warned and advised the Pledgor to take independent legal advice to ensure that the commitments and potential consequences of this pledge and cession are fully understood;
 - 14.2.2 the Pledgor fully understands the commitments and potential consequences of its decision to give this pledge and cession.

Signature 
Full name of Pledgor Amos Jacob Davids

Marital status of Pledgor Married ICOP

Physical address of Pledgor LR 498
Free street WINDSORTON
8570

Postal address of Pledgor Po Box 82
WINDSORTON, 8570

Witnesses :
1 Signature _____ 2 Signature _____

Place of signatures WINDSORTON Date of signatures 04 MARCH 2009

Schedule referred to in the above pledge and cession

The balance(s) held on my/our call deposit account(s) from time to time with the Bank.

Signature 
Full name of pledgor Amos Jacob Davids

Witnesses :
1 Signature _____ 2 Signature _____



Place of signatures WINDSORTON Date of signatures 04 March 2009

End of Form





DEPARTMENT: MINERALS AND ENERGY
REPUBLIC OF SOUTH AFRICA

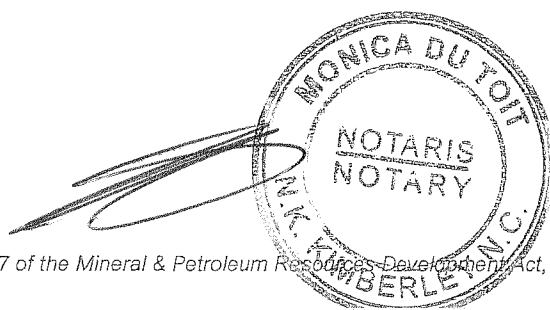
PROSPECTING RIGHT

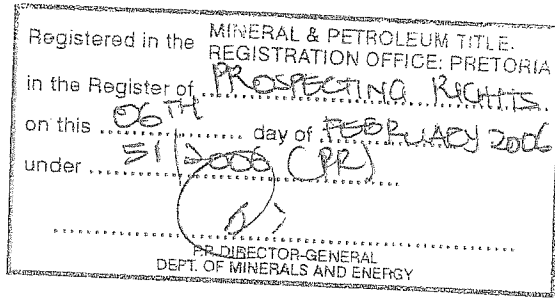
Granted in terms of section 17(1) of the Mineral and Petroleum Resources Development Act, 2002 (Act No. 28 of 2002)

A handwritten signature in black ink is written over a circular notary seal. The seal contains the text 'MONICA DU TOIT' at the top, 'NOTARIS' and 'NOTARY' in the center, and 'N.K. LAMBERLEY N.C.' at the bottom. To the right of the seal, there are additional handwritten initials and a date 'Feb 2012'.

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Protocol No. *db*-/2005

LET IT HEREBY BE MADE KNOWN:

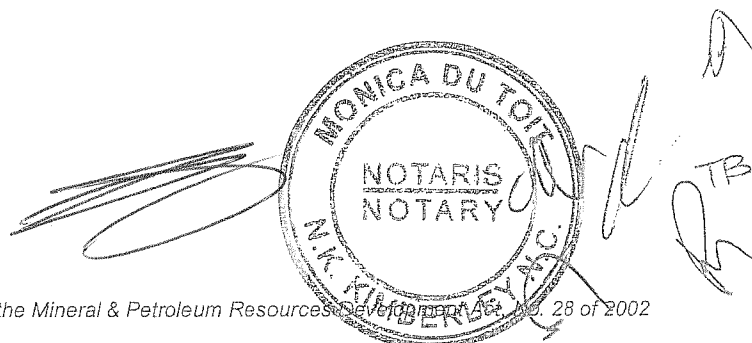
THAT on this 02nd day of **November** in the year 2005, before me, **Monica du Toit** notary public, duly sworn and admitted, residing and practising at **Kimberley**, in the **Northern Cape** Province of South Africa, and in the presence of the subscribing competent witnesses, personally came and appeared:

Maleka Jerry Mndaweni Regional Manager, **Northern Cape** Region of the Department of Minerals and Energy, and as such in his/her capacity as the duly authorised representative of:

THE MINISTER OF MINERALS AND ENERGY

The said Regional Manager, being duly authorised thereto under and by virtue of a Power of Attorney granted by the Deputy Director General: Mineral Regulation of the Department of Minerals and Energy on the 22nd day of **August** in the year 2005 in terms of the powers delegated to him by the Minister on the 12th day of **May** 2004 in terms of section 103 (1) of the Mineral and Petroleum Resources Development Act, 2002 (Act No. 28 of 2002),

AND



Pieter Naude van Eyk Id. No. 701030 5058 085 in his personal capacity or as the company's Director or as a Close Corporation member, and as such, the duly authorised representative of Golden Falls Trading 286 (Pty) Ltd Identification no/ Registration no.

2	0	0	4	/	0	2	6	3	2	4	/	0	7	
---	---	---	---	---	---	---	---	---	---	---	---	---	---	--

(Hereinafter together with his/her/its successors in title and assigns referred to as" the Holder", he/she, the said representative, being duly authorised thereto under and by virtue of a power of attorney/resolution of directors/members of the Holder, signed or passed at Pretoria on the 01st day of November in the year 2005 which power of attorney or a certified copy of a resolution has this day been exhibited to me, the notary, and remain filed of record in my protocol with the minutes hereof.

AND THE MINISTER AND HOLDER DECLARED THAT:

WHEREAS The State is the custodian of the nation's mineral and petroleum resources in terms of section 3 of the Act,

AND WHEREAS The Holder has applied for a prospecting right in terms of section 16 of the Act, and

AND WHEREAS The Deputy Director General: Mineral Regulation has by virtue of the powers delegated to him granted to the Holder a prospecting right in terms of Section 17 of the Act.

NOW THEREFORE THE MINISTER GRANTS A PROSPECTING RIGHT TO THE HOLDER SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

(This section contains a large vertical line and a notary seal for Monica du Toit, Notaris/Notary, with handwritten initials TB and a signature.)

Definitions

In this prospecting right, unless the context indicates otherwise, the following words and expressions shall have the meanings assigned to them:

'*Act*' means the Mineral and Petroleum Resources Development Act, 2002 (Act 28 of 2002) and includes the Regulations, guidelines, directives and orders made in terms of this Act;

'*Effective date*' means 06 day of February in the year 2006 (being the date on which the Environmental Management Plan is approved in terms of section 39(4) of the Act);

'*Environmental Management Plan*' is as defined in the Act and includes any other Environmental Management Programme approved in terms of the previous mining legislation;

'*Financial year*' means a complete financial year of the Holder, which, at the time of the granting of this prospecting right, commences on 01st day of March in the year 2005 and ends on 28th day of February in the year 2006;

'*Holder*' is as defined in the Act, and specifically in relation to this right, means Golden Falls Trading, Registration No /Identification No. 200402632407;

'*Mineral*' is as defined in the Act, and specifically in relation to this right means Diamonds (alluvial);

'*Minister*' means the Minister of Minerals and Energy and includes the successors in title, the assignee or any person duly authorised to act in the Minister's place and stead;

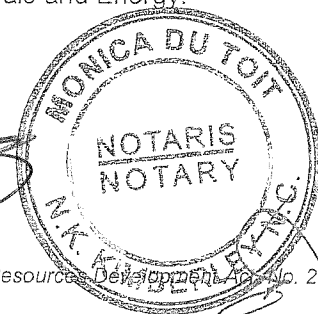
'*Prospecting Area*' is as defined in the Act and includes any additional area of environmental liability as may be reflected on the Environmental Management Plan relating to this right;

'*Prospecting operations*' is as defined in the Act and includes matters directly incidental thereto relevant to this prospecting right and contemplated in section 39(4) of the Act;

'*Prospecting right*' is as defined in the Act and includes all the Annexures to it, Agreements and inclusions by reference;

'*Prospecting Work Programme*' is defined in the Act and is as reflected in Annexure A to this prospecting right; and

'*Regional Manager*' is as defined in the Act and specifically in relation to this right means the Regional Manager for the Northern Cape Region of the Department of Minerals and Energy.



1. Description of the Prospecting Area

The Prospecting Area shall comprise the following:

Certain: A Portion Unsurveyed State Land against Erf 253

Situated: Barkly West, Magisterial/Administrative District Barkly West

Measuring: 16,5891 hectares in extent.

(In the case of various farms being involved, a list can be attached and referred to as Annexure);

Which Prospecting Area is described in detail on the attached Diagram/sketch plan marked Annexure B.

2. Granting of Prospecting Right

2.1 Without detracting from the provisions of sections 5 and 19 of the Act, the Minister grants to the Holder, the sole and exclusive right to:

2.1.1 Prospect for the Holder's own account, the mineral/s in, on and under the Prospecting Area, and:

2.1.2 Where a written permission in terms of section 20 (2) of the Act has been obtained, remove for the holder's own account, from the prospecting area, such mineral/s as may be required to conduct tests on it or to identify or analyse it subject to:

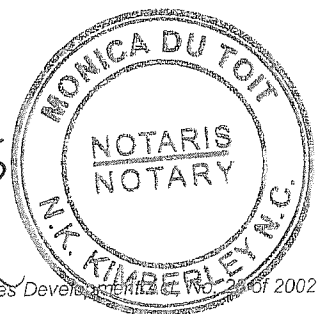
2.1.2.2 The terms and conditions of this prospecting right subject to the provisions of the Act and any other relevant law in force for the time being.

3. Commencement, Duration and Renewal

3.1. This prospecting right shall commence on 06 / 02 / 2006 and, unless cancelled or suspended in terms of section 47 of the Act, will continue in force for a period of 2(two) years ending on

3.2. The Holder must commence with the prospecting operations within 120 days from the date on which the prospecting right becomes effective in terms of section 17 (5) of the Act or any later date as may, upon a written request by the Holder, be authorised in writing by the Minister in terms of the Act, failing which this right will automatically lapse.

3.3. Any application for a renewal of this prospecting right shall be submitted to the office of the Regional Manager not later than 60 working days prior to the date of expiry of this right.



4. Amendments, Variation and Abandonment

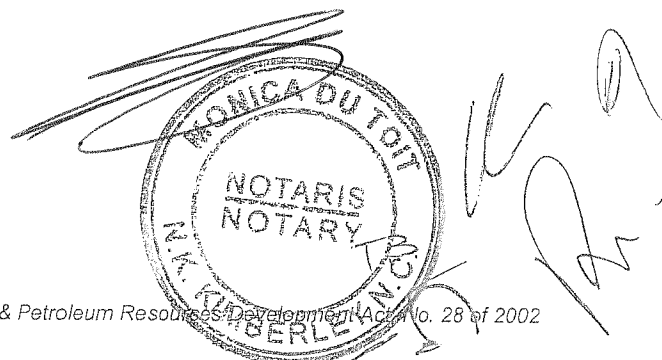
- 4.1 The terms of this right may not be amended or varied (including by extension of the area covered by it or by the addition of minerals or a share or shares or seams, mineralized bodies, or strata, which are not at the time the subject thereof) without the written consent of the Minister.
- 4.2 With effect from the date the Holder has abandoned or relinquished a portion/s of the Prospecting Area, and after issuing of a closure certificate, the Minister is entitled to grant any prospecting rights or mining rights or any right or permit referred to in the Act in, on, or under the portion/s, so abandoned or relinquished, to any person/s.
- 4.3 The Holder shall be entitled to abandon or relinquish the right or the area covered by the right entirely or in part. Upon abandonment or relinquishment of the prospecting area or any portion thereof, the Holder must:
- 4.3.1 Furnish the Regional Manager with all prospecting results and/or information, as well as its general evaluation of, the geological, geophysical and borehole data in respect of such abandoned area in so far as it applies to the mineral or any other mineral or minerals obtained in respect of this right, and
- 4.3.2 Apply for a closure certificate in terms of section 43 (3) of the Act.

5. Prospecting Fees and Royalties

- 5.1 Prospecting fees are payable by the Holder as contemplated in section 19(2)(f) of the Act from the commencement of this right in accordance with Regulation 76 of the Regulations to the Act.
- 5.2 Royalties are payable by the Holder for the sale and/or disposal of the mineral in terms of and upon the implementation by the Minister of Finance of a relevant Act of Parliament or an amendment of an Act of Parliament which provides for such payment. .

6. Payment of Interest

If the prospecting fees and royalties referred to in clause 5 above are not paid punctually, the Holder shall be in *mora* and shall pay interest thereon at the rate prescribed in terms of section 80 of the Public Finance Management Act, 1999 [Act 1 of 1999] reckoned from the date on which payment becomes due and payable, to the date of actual payment.



7. Restrictions and Obligations Imposed on the Holder

- 7.1. The Holder is entitled to the rights referred to in sections 5(2), (3) and 19 of the Act, and such other rights as may be contained in this prospecting right or such other rights as may be granted to, acquired by or conferred upon it by any other applicable law.
- 7.2. Prospecting operations in the prospecting area must be conducted in accordance with the Prospecting Work Programme and the approved Environmental Management Plan and any amendment thereof.
- 7.3. The Holder shall not trespass or enter into any homestead, house or its curtilage nor interfere with or prejudice the interests of the occupiers and/or owners of the surface of the Prospecting Area except to the extent to which such interference or prejudice is necessary for the purposes of enabling the Holder to properly exercise the Holder's rights under this prospecting right.

8. Mortgage, Cession, Transfer, Alienation

This prospecting right, equity, shareholding or an interest in the right, particularly an equity, shareholding or interest allocated to previously disadvantaged South Africans/historically disadvantaged persons, or a controlling interest in a company or close corporation, may not be encumbered, ceded, transferred, let, sublet, assigned, alienated or otherwise disposed of without the written consent of the Minister, except in the case of a change of controlling interest in listed companies.

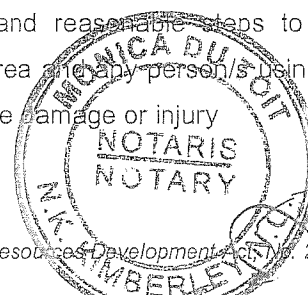
- 8.2 Any transfer, encumbrance, cession, letting, sub-letting, assignment, alienation or disposal of this right or any interest therein or any share or any interest in the Holder, without the consent of the Minister referred to in section 11(1) is of no force and effect and invalid.

9. Protection of Boreholes, Shafts, Edits and Excavations.

All boreholes, prospecting shafts, edits, excavations, sunk or made, by the Holder during the currency of this prospecting right shall be sealed, closed, fenced, made safe by the Holder in accordance with the approved Environmental Management Plan, the Mine Health and Safety Act, 1996 or any other applicable laws and regulations.

10. Compensation for Loss or Damage

- 10.1. The Holder shall, during the tenure of this right while carrying out the prospecting operations under this prospecting right, take all such necessary and reasonable steps to adequately safeguard and protect the environment, the prospecting area and any person/s being or entitled to use the surface of the prospecting area from any possible damage or injury



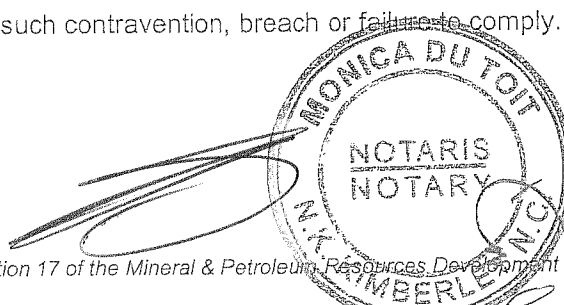
- 10.2. Should the holder fail to take reasonable steps referred to above, and to the extent that there is legal liability, the holder shall compensate such person or persons for any damage or losses, including but not limited to damage to the surface, to any crops or improvements, which such person or persons may suffer as a result of, arising from or in connection with the exercise of his/her rights under this prospecting right or of any act or omission in connection therewith;
- 10.3. Neither the Minister, nor the State, shall be liable for any damage or loss of whatsoever nature that may occur or result from any prospecting activities in terms of this Prospecting Right.

11. Inspection of Prospecting Area

The Minister and/or any person duly authorised thereto in writing by the Minister shall be entitled to inspect the prospecting area, the Holder's prospecting operations and the execution of the approved Environmental Management Plan on the Prospecting Area as provided for in the Act, and any instruction conveyed in writing by the Minister to the Holder requiring the proper performance by the Holder of the Holder's obligations under this prospecting right shall be put into effect by the Holder in terms of the Act.

12 Cancellation or Suspension

- 12.1. Subject to section 47 of the Act, the Minister may cancel or suspend this right if the Holder:
- 12.1.1 Submitted incorrect and or misleading information for the purposes the application for the right;
 - 12.1.2 Submits inaccurate, incorrect and or misleading information or during the duration of the right;
 - 12.1.3 Fails to honour or carry out any agreement, arrangement, or undertaking, including the undertaking made by the Holder in terms of the Broad Based Socio Economic Empowerment Charter and Social and Labour plan, on which the Minister relied for the granting of this right;
 - 12.1.4 Breaches any material terms and conditions of this mining right;
 - 12.1.5 Conducts prospecting operations in contravention of the provisions of the Act;
 - 12.1.6 Contravenes the requirements of the approved Environmental Management Plan; or
 - 12.1.7 Contravenes any provisions of this Act in any other manner.
- 12.2 Before the Minister cancels or suspends this right, the Minister must:
- 12.2.1 Give a written notice to the Holder indicating the intention to suspend or cancel this right;
 - 12.2.2 Give reason/s why the Minister is considering the suspension or cancellation of this right;
 - 12.2.3 Give the Holder 30 days to show cause why the right should not be suspended or cancelled;
 - 12.2.4 Notify the mortgagee, [if any] of the intention to suspend or cancel this prospecting right; and
 - 12.2.5 Direct the holder, where it is possible to remedy a contravention, breach or failure, to take specified measures to remedy such contravention, breach or failure to comply.



- 12.3. If the Holder does not take the measures as specified by the Minister to remedy a contravention, breach or failure, and after having considered any representations by the holder in terms of clause 12.2.3, the Minister may suspend or cancel this right

13. Records and Returns

- 13.1. The Holder shall maintain all such books, plans and records in regard to prospecting operations on the Prospecting Area as may be required by the Act and shall furnish to the office of the Regional Manager such reports and documents as may be relevant under this agreement.
- 13.2. The Holder shall annually furnish to the Regional Manager progress reports contemplated in section 21 (1) (b) of the Act in such a manner and on such timeframes as prescribed by Regulation 8.
- 13.3 The Holder shall furthermore at the end of each year following commencement of this prospecting right, inform the Regional Manager in writing of any new developments and of the future prospecting activities of the mineral/s on the Prospecting Area.

14. Payment of Compensation


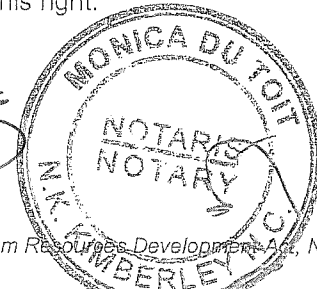

The Minister shall not at any time be liable or responsible for the payment of compensation of whatever nature to the Holder, the Holder's successors-in-title or assigns, or any other person, as a result of the granting of the Prospecting Right.

15. Compliance with the laws of the Republic of South Africa

The granting of this right does not exempt the Holder and its successors in title and/or assigns from complying with the relevant provisions of the Mine Health and Safety Act, 1996, (Act no.29 of 1996) and any other relevant law in force in the Republic of South Africa.

16. Provisions relating to section 2(d) of the Act

In the furthering of the objects of this Act, the Holder is bound by the provisions of an agreement or arrangement dated 23rd November 2004 entered into between the Holder/ empowering partner and PGSI Investment Holdings (Pty) Ltd (the empowerment partner) which agreement or arrangement was considered by the Department for purposes of compliance with the requirements of the Act and or Broad Based Economic Empowerment Charter developed in terms of the Act and such agreement shall form part of this right.

17. Severability

Notwithstanding anything to the contrary, any provision of this prospecting right which is contrary to any provision of the Act or which is otherwise ultra vires, null and void, voidable, or unenforceable, shall be severable from the rest of this Right, such rest thus being and remaining of full force, effect and enforceability.

18. Domicilia citandi et executandi

18.1. The parties hereto choose the following addresses as their *domicilia citandi et executandi* and for all purposes arising from this prospecting right, in particular for the purposes of serving of any notice in terms of this prospecting right, and any notice properly addressed to the under-mentioned postal addresses of the parties shall be deemed to have been received by the addressee within 14 days if given in writing and posted by registered post addressed to the addressee at the relevant postal address:

18.1.1. In the case of the Minister:

Physical Address	Postal Address
First Floor, Liberty Corner, 29-31 Curry Street, Kimberley Code 8301 Tel (053) 830 0800 Fax (053) 832 5631	Private Bag X6093 Kimberley 8300

18.1.2. In the case of the Holder:

Physical Address	Postal Address
C/O Helen & Taljaard Streets, Hermanstad Code 0082 Tel (012) 377 9813 / 997 4693 Fax (012) 379 3142 / 997 4619	P.O.Box 283 Pretoria 0001

18.2. Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a party at any place other than the chosen *domicilia citandi et executandi* shall constitute adequate notice or communication to the party notwithstanding that it was not sent to or delivered at such party's chosen *domicillium citandi et executandi*.

TB

18.3. Either party shall be entitled from time to time to change the *domicilia citandi et executandi* or postal address furnished above after giving at least 14 days prior *written* notice of such change to the other party, failing which the above-mentioned addresses will remain in force.

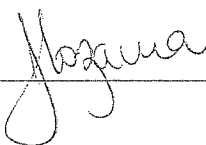
18.4 Any written notice or communication contemplated in this clause which is forwarded by one party to the other by registered post will be presumed to have been received by the addressee on the fourteenth [14] day following the date of posting from an address within the Republic of South Africa to the addressee at the postal address of the addressee for the time being as determined in accordance with the provisions of this clause.

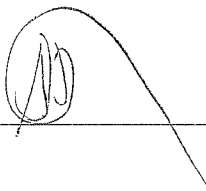
19. **Costs**

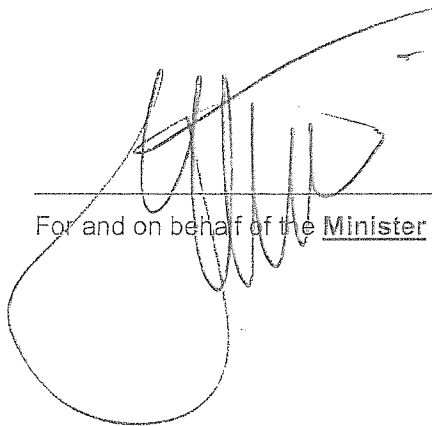
The Holder shall pay all costs and charges incurred in connection with the negotiation, preparation, execution and registration of this prospecting right.

Thus done and signed at **Kimberley** on the 02nd day of **November** in the year **2005** in the presence of the undersigned witnesses:

AS WITNESSES:

1  _____

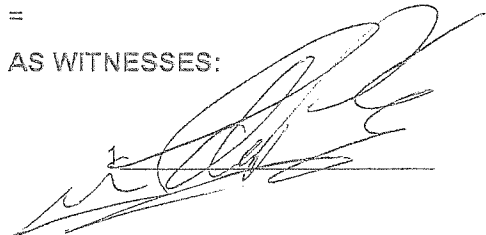
2  _____

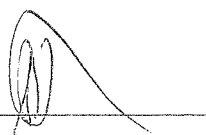


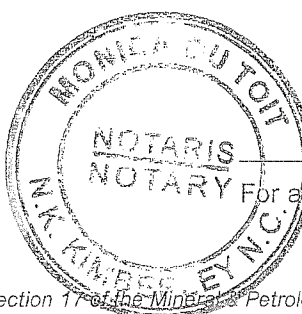
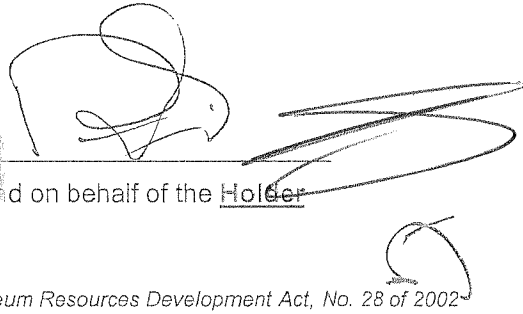
For and on behalf of the Minister

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AS WITNESSES:

1  _____

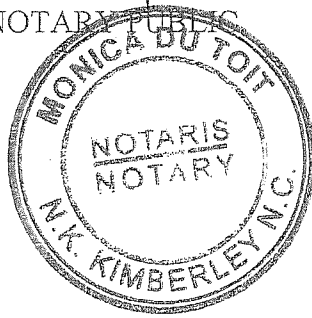
2  _____

For and on behalf of the Holder

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NOTARY PUBLIC



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'A'

**TO: SUBDIRECTORATE : PROSPECTING & MINING
RIGHTS**

PROSPECTING WORK PROGRAMME

APPLICANT: Golden Falls Trading 286 (PTY) Ltd
PO Box 283
Hermanstad
Pretoria
0001
Tel:012 9974692/3
Fax:012 9977778

Farm: A PORTION OF UNSURVEYED LAND LOCATED AGAINST ERF 253 IN
THE VAALRIVER

District: BARKLY WEST

Mineral: ALLUVIAL DIAMONDS

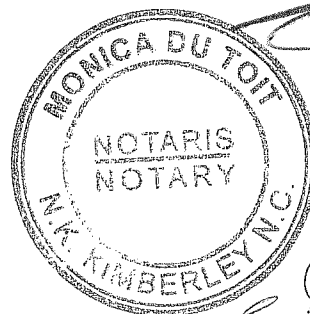
BACKGROUND GEOLOGY

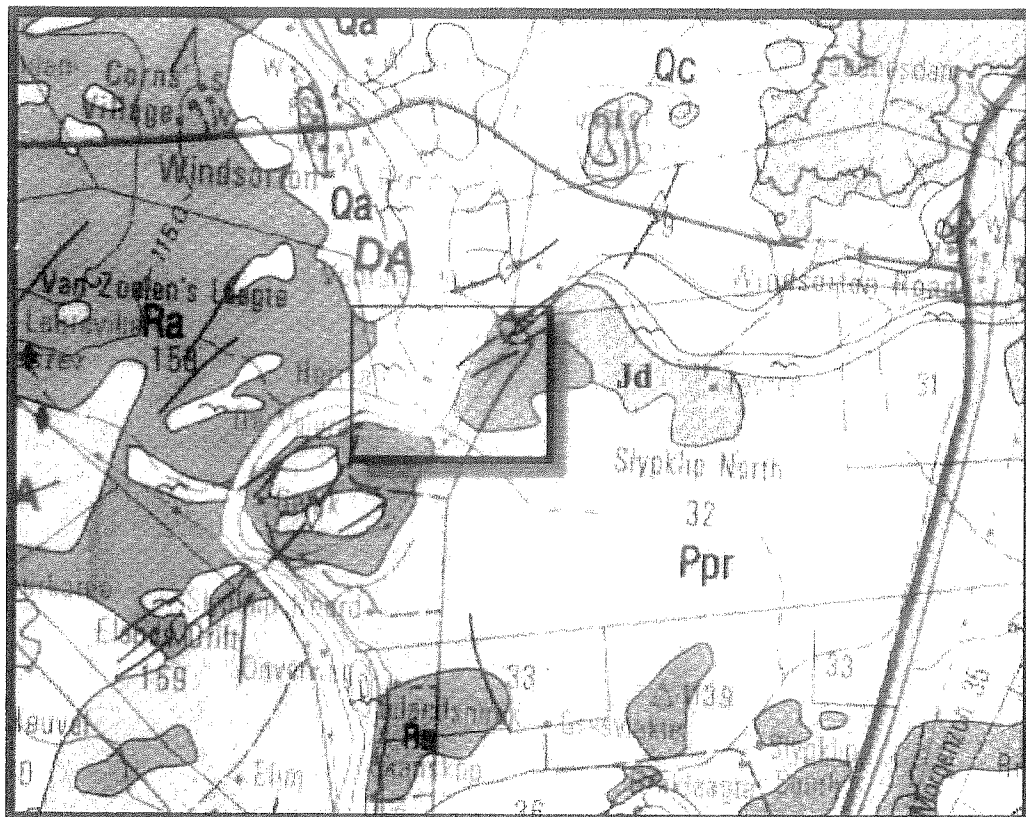
Stratigraphy

The Property is within the Kaapvaal Craton, although near to its inferred western margin. The surrounding rocks belong to sediment of the Karoo Supergroup. Outcropping are shales of the Eccia Group. The basement rock is andesitic lavas of the Ventersdorp Group, which could be up to 3800 metres thick. Intrusive dolerite in the form of concordant sills and dykes can be found in the district but not on the mining area. The recent alluvial deposits found on the island are from the Pleistocene age and belongs to the Riverton formation and the gravels itself belongs to the Rietputs formation. Covering the formations are recent (Quaternary) sand deposits.

Structural geology

There are no dykes or fissures found or known to occur on the mining area although a number of fissures/dykes are found ±2km north of the mining area, striking northeast. The structural geology of the area is dominated by the Ventersdorp lava's and its basement erosion surface. The scale and impact of the regional joint and fracture system can be seen in the numerous sharp turns of the Vaal river as it runs over and along the different fracture and fault zones.





LITHOLOGY

- Qa Alluvial diamondiferous gravel
- Qc Calcrete, calcified pandune and surface limestone
- 3 Alluvium and scree
- Qs Sand: Red and grey aeolian dune sand
- Jd Dolomite
- Pa Mudstone
- Ppr Shale
- Pt Shale, siltstone, sandstone
- Pw White-weathering carbonaceous shale
- C-Pd Tuffite, sandstone, mudstone, shale
- di Diabase dyke
- Vgf Coarsely crystalline recrystallised dolomite
- Vgu Fine grained dolomite and stromatolitic limestone
- Vk Quartz-porphry dyke
- Vsb Oolitic, pisolitic and stromatolitic limestone
- Vsc Shale with interbedded dolomite
- Vsm Dolomite with stromatolitic limestone
- Vy Siltstone, shale, quartzite, gneiss and conglomerate
- Ra Andesite
- Rb Quartzite, conglomerate
- Rm Quartz porphyry
- Rr Andesite, dacite volcanic breccia, tuff, chert
- Za Granite, gneiss, amphibolite, pegmatite

General geological map of area

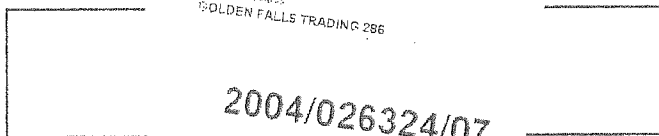
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REPUBLIC OF SOUTH AFRICA
COMPANIES ACT, 1973

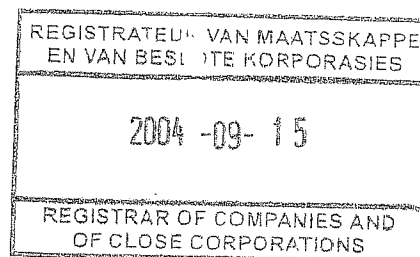
Memorandum of association

of a company having a share capital

[Section 17(1) and 17(2)]



Paste revenue receipt here or affix revenue stamps here or impress revenue franking machine impression here.



1. Name

(a) The name of the company is

GOLDEN FALLS TRADING 286 (PTY) LTD

(b) The name of the company in the other official language is

N/A

(c) The shortened form of the name of the Company is

N/A

A large, stylized signature or scribble.

REPUBLIC OF SOUTH AFRICA

Form CM 2A

2. Purpose describing the main business

"GENERAL TRADING IN ALL ASPECTS"

3. Main object

The main object of the Company is:

"GENERAL TRADING IN ALL ASPECTS"

4. Ancillary objects excluded

The specific ancillary objects, if any, referred to in section 33(1) of the Act, which are excluded from the unlimited ancillary objects of the Company

NONE

5. Powers

(a) The specific powers or part of any powers of the company, if any, which are excluded from the plenary powers or the powers set out in Schedule 2 of the Act

NONE

(b) The specific powers or part of any specific powers of the Company set out in Schedule 2 to the Act, if any, which are qualified under section 34 of the Act

NONE

6. Conditions

Any special conditions which apply to the Company and the requirements, if any, additional to those prescribed in the Act for their alteration

NONE



REPUBLIC OF SOUTH AFRICA
COMPANIES ACT, 1973

Form CM 2B

7. Pre-incorporation contracts (if any) None

8. Capital

(a) Par value: The share capital of the Company is 1000 rand, divided into:

(i) 1000 ordinary par value shares of One rand each;

(ii) Nil preference par value shares of Nil rand/cents each; and

(iii) Nil redeemable preference par value shares of Nil rand/cents each.

(b) No par value:

(i) The number of no par value ordinary shares is Nil;

(ii) the number of no par value preference shares is Nil; and

(iii) the number of redeemable no par value preference shares is Nil.



(b) Where one person signs the memorandum

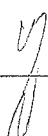
I CHRISTIAN GOUWS whose occupation is ATTORNEY
(full names)


residing at 329 ANCHELLA STREET, FAERIE GLEN, 0043
(residential address)

having a business address at 287 LYNNWOOD ROAD, MENLO PARK, 0081
(business address)

and the following postal address P O BOX 35465, MENLO PARK, 0102
(postal address)

am desirous of forming a company in pursuance of this memorandum of association and agree to take up the number of shares in the capital of the company, set opposite my signature below.

Date and signature of subscriber 23/08/2004  Number, in words, and type of shares taken
ONE HUNDRED ORDINARY PAR VALUE SHARES

Date and signature 23/08/2004  Particulars of witness
Full names JACOUI OOSTHUIZEN
Occupation CLERK
Residential address 830 JACQUES STREET, MORELETA PARK, 0044
Business address 287 LYNNWOOD ROAD, MENLO PARK, 0081
Postal address P O BOX 35465, MENLO PARK, 0102



REPUBLIC OF SOUTH AFRICA

COMPANIES ACT, 1973

ARTICLES OF ASSOCIATION OF A COMPANY HAVING A SHARE CAPITAL NOT
ADOPTING SCHEDULE 1

[SECTION 60(1) REGULATION 18]

REGISTRATION NUMBER OF COMPANY

GOLDEN FALLS TRADING 286

2004/026324/07

ARTICLES OF ASSOCIATION 2004-09-15

REGISTRAR OF COMPANIES AND OF CLOSE CORPORATIONS

ATEL VAN MAATSKAPPE BESLOTE KORPORASIES

OF

GOLDEN FALLS TRADING 286 (PTY) LTD

("the company")

- A. The articles of Table B contained in Schedule 1 of the Companies Act, 1973, shall not apply to the company.
- B. The Articles of the Company are as follows:



INTERPRETATION

1. In these articles, unless the context otherwise indicates-
 - (a) "the Act" means the Companies Act, 1973; and
 - (b) "foreign committee" means a committee appointed under article 65 of these articles.

RESTRICTIONS

2. The directors shall have regard to the restrictions of the commencement of business imposed by section 172 of the Act.
3. The company is a private company and accordingly-
 - (a) the right to transfer its shares is restricted;
 - (b) the number of members of the company (exclusive of persons who are in the employment of the company and of persons who are having been formerly in the employment of the company were, while in such employment, and have continued since the determination of such employment, to be members of the company) is limited to fifty;
 - (c) any invitation to the public to subscribe for any shares or debentures of the company is prohibited; and
 - (d) the company shall not have power to issue share warrants to bearer.
4. Where two or more persons hold one or more shares of the company jointly they shall for the purpose of article 3 be treated as a single member.

SHARES AND CERTIFICATES OF SHARES

5. Subject to the provisions, if any, of the memorandum, and without prejudice to any special rights previously conferred on the holders of existing shares, any share may be issued with such preferred, deferred, or other special rights, or subject to such restrictions (whether in regard to dividend, voting, return of share capital or otherwise) as the company may from time to time determine, and the company may determine that any preference shares shall be issued on the condition that they are or are at the option of the company liable to be redeemed.
6. Every person whose name is entered as a member in the register of members shall be entitled to one certificate for all the shares registered in his name, or to several certificates, each for a part of such shares. Every share certificate shall specify the number of shares in respect of which it is issued. Every original member shall be entitled to one share certificate free of charge but for every subsequent certificate the directors may make such charge as from time to time they may think fit. Provided that if a share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, not exceeding twenty-five cents, and on such terms if any, as to evidence and indemnity as the directors may think fit.
7. Share certificates shall be issued under the authority of the directors, or the foreign committee when authorized thereto by resolution of the directors, in such manner and form as the directors shall from time to time prescribe. If any shares are numbered, all such shares shall be numbered in numerical progression beginning with the number one, and each share shall be distinguished by appropriate number; and if any shares are not numbered, each share certificate in respect of such shares shall be numbered in numerical progression and each share certificate distinguished by its appropriate number and by such endorsement as may be required under section 95 (2) of the Act.
8. A certificate for shares registered in the names of two or more persons shall be delivered to the person first named in the register as a holder thereof, and delivery of a certificate for a share to that person shall be a sufficient delivery to all joint holders of that share.

VARIATION OF RIGHTS

9. If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may be varied with the consent in writing of the holders of three-fourths of the issued shares of that class or with the sanction of a resolution passed at a separate general meeting of the holders of the shares of the class and the provisions of section 199 of the Act shall *mutatis mutandis* apply to the said resolution and meeting as if the resolution were a special resolution. To every such separate general meeting the provisions of these articles relating to general meetings shall *mutatis mutandis* apply but so that the necessary quorum, unless the company has only one member, shall be two persons holding or representing by proxy at least one-third of all the issued shares of the class.

REGISTER OF MEMBERS

10. (a) The company shall maintain at its registered office a register of members of the company as provided in section 105 of the Act. The register of members shall be open to inspection as provided in section 113 of the Act.
- (b) The company may maintain a branch register under section 110 of the Act and the provisions of paragraph (a) shall *mutatis mutandis* apply to such register.

TRANSFER AND TRANSMISSION OF SHARES

11. The directors shall have power to refuse to register the transfer of any shares without giving reasons therefor.
12. The instrument of transfer of any share of the company, not being a security in terms of section 134 of the Act, shall be executed by the transferor and transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members in respect thereof.
13. Subject to such of the restrictions as may be applicable, any member may transfer all or any of his shares by instrument in writing in any usual or common form or any other form which the directors may approve.
14. The directors may decline to recognize any instrument of transfer unless-
 - (a) a sum not exceeding twenty-five cents is paid to the company in respect thereof;
 - (b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer; and
 - (c) the share transfer duty thereon has been paid.
15. Every instrument of transfer shall be left at a transfer office of the company at which it is presented for registration, accompanied by a certificate of the shares to be transferred. Every power of attorney given by a shareholder authorizing the transfer of shares, when lodged, produced or exhibited to the company or any of its proper officers, be deemed as between the company and the donor of the power to continue and remain in full force and effect, and the company may allow that power to be acted upon until such time as express notice in writing of its revocation has been lodged at such of the company's transfer offices as the power was lodged, produced, or exhibited as aforesaid. The company shall not be bound to allow the exercise of any act or matter by an agent of a shareholder unless a duly certified copy of that agent's authority be produced and lodged with the company.
16. The executor of the estate of a deceased sole holder of a share shall be the only person recognized by the company as having a title to the share. In the case of a share registered in the names of two or more holders, the survivors or survivor, or the executor of the deceased survivor shall be the only persons recognized by the company as having any title to the share.
17. Any person becoming entitled to a share in consequence of the death or upon insolvency of a member shall, on such evidence be

- produced as may from time to time be required by the directors, have the right, either to be registered as a member in respect of the share or instead of being registered himself, to make such transfer of the share as the deceased or insolvent could have made, but the directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by the deceased or insolvent before the death or insolvency.
18. The parent or guardian of a minor and the curator bonis of a lunatic member and any person becoming entitled to shares in consequence of the death or insolvency of any member or the marriage of any female member or by any lawful means other than by transfer in accordance with these articles, may, upon producing such evidence as sustains the character in which he proposes to act under this article, or of his title, as the directors think sufficient, transfer those shares to himself or any other person, subject to the articles as to transfer hereinbefore contained.
- This article is hereinafter referred to as the "transmission clause".
19. A person becoming entitled to share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company.
20. Any person who submits proof of his appointment as the executor, administrator, trustee, curator or guardian in respect of the estate of a deceased member of the company, or of a member whose estate has been sequestrated or of a member who is otherwise under a disability or as the liquidator of any body corporate which is a member of the company, shall be entered in the register of members of the company nomine officii, and shall thereafter, for all purposes, be deemed to be a member of the company.
21. If a member of the company desires to sell all or any of his shares of the company he shall give notice, in writing, of his intention to sell, to the directors of the company, and state the price he requires for the shares.
22. The directors shall within one month of the date of receipt of the notice referred to in article 21 advise every other member of the company of the contents thereof and each such member shall be entitled to acquire the shares so offered within one month after the date of the receipt of such advice: Provided that if more than one member makes an offer for all of the shares so offered, the shares shall be sold to each such member in equal proportions, and where fractional proportions of shares remain, such members shall become joint holders of such fractional proportions of the shares.
23. If the members of the company are unable to agree upon the selling price of the shares, the auditor of the company may be requested to determine the true and fair value thereof and the members shall accept that value as the selling price of the shares.
24. If none of the members of the company offers to purchase the shares within the time referred to in article 22, or if the members of the company offer to purchase a part of the shares so offered, the member who is offering the shares for sale may offer the shares or the remaining portion of the shares which have not been purchased by members of the company, for sale to any other person and, notwithstanding the provisions of article 11, the directors shall approve the registration of the shares in the name of that person unless they have good reason to refuse such registration.

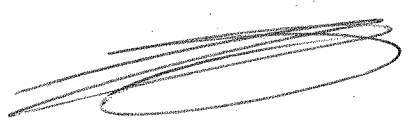
CONVERSION OF SHARES INTO STOCK

25. The company may by special resolution convert all or any of its paid-up shares into stock, and reconvert such stock into any number of paid-up shares.
26. The holders of stock may transfer the same, or any part thereof, in the same manner, and subject to the same articles as the shares from which the stock arose might prior to conversion have been transferred, or as near thereto as circumstances permit, but the directors may from time to time fix the minimum amount of stock transferable, and restrict or forbid the transfer of fractions of such minimum, but the minimum shall not exceed the nominal amount, in the case of shares of par value, or the issue price in the case of shares of no par value, of the shares from which the stock arose.
27. The holders of stock shall, according to the amount of the stock held by them, have the same rights, privileges, and advantages as regards dividends, voting at meetings of the company and other matters as if they held the shares from which the stock arose, but no such privilege or advantage (except participation in the dividends and profits of the company) shall be conferred by any such aliquot part of stock as would not, if existing in shares, have conferred that privilege or advantage.
28. Such of the articles of the company as are applicable to shares shall apply to stock, and the word "share" and "shareholder" therein shall include "stock" and "stock-holder".

ALTERATION OF CAPITAL, ACQUISITION BY COMPANY OF OWN SHARES

29. (a) The company may from time to time by special resolution increase the share capital by such sum dividend into shares of such amount, or may increase the number of its shares of no par value to such number, as the resolution shall prescribe.
- (b) The company may increase its share capital constituted by shares of no par value by transferring reserves or profits to the stated capital, with or without a distribution of shares.
- © New shares shall be subject to the same provisions as to transfer, transmission and otherwise as the shares in the original capital.
- (d) The company may acquire shares issued by itself in terms of Section 85 of the Act, or make payments to its shareholders in terms of section 90 of the Act.
30. The company may, by special resolution-
- (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares or consolidate and reduce the number of the issued shares of no par value;
- (b) increase the number of its issued no par value shares without an increase of its stated capital;
- © sub-divide its existing shares or any of them into shares of smaller amount that is fixed by its memorandum;
- (d) convert all of its ordinary or preference share capital consisting of shares having a par value into stated capital constituted by shares or no par value;
- (e) convert its stated capital constituted either by ordinary or preference shares of no par value into share capital consisting of shares having a par value;
- (f) cancel any shares which, at the date of the passing of the resolution, have not been taken by any person, or which no person has agreed to take;
- (g) reduce its share capital, stated capital, any capital redemption fund or any share premium account in any manner and with, and subject to, any incident authorized, and consent required, by law;
- (h) subject to the provisions of section 99 of the Act, convert its issued preference shares into shares which can be redeemed.

GENERAL MEETINGS

31. The company shall hold its first annual general meeting within eighteen months after the date of its incorporation and shall thereafter in each year hold an annual general meeting: Provided that not more than fifteen months shall elapse between the date of one annual
- 

general meeting and that of the next and that an annual general meeting shall be held within nine months after the expiration of the financial year of the company.

32. Other general meetings of the company may be held at any time.
 33. Annual general meetings and other general meetings shall be held at such time and place as the directors shall appoint or at such time and place as is determined if the meetings are convened under section 179 (4), 181, 182 or 183 of the Act.

NOTICE OF GENERAL MEETINGS

34. An annual general meeting and a meeting called for the passing of a special resolution shall be called by not less than twenty-one clear days' notice in writing and any other general meeting shall be called by not less than fourteen clear days' notice in writing. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of the meeting and shall be given in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the company in general meeting, to such persons as are, under these articles, entitled to receive such notices from the company: Provided that a meeting of the company shall, notwithstanding the fact that it is called by shorter notice than that specified in this article, be deemed to have been duly called if it is so agreed by majority in number of the members having a right to attend and vote at the meeting, being a majority holding not less than ninety-five per cent of the total voting rights of all the members.

PROCEEDINGS AT GENERAL MEETINGS

35. The annual general meeting shall deal with and dispose of all matters prescribed by the Act, including the sanctioning of a dividend, the consideration of the annual financial statements, the election of directors and the appointment of an auditor, and may deal with any other business laid before it. All business laid before any other general meeting shall be considered special business.
 36. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business save as herein otherwise provided, two members present in person or by proxy, or if the company has one member, such member present in person or by proxy, or if the company is a wholly owned subsidiary, the nominee of the holding company in person or by proxy shall be a quorum.
 37. If within half an hour after the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to a day not earlier than seven days and not later than twenty one days after the date of the meeting and if at such adjourned meeting a quorum is not present within half a hour after the time appointed for the meeting the members present in person or by proxy shall be a quorum.
 38. Where a meeting has been adjourned as aforesaid, the company shall, upon a date not later than three days after the adjournment send a written notice by registered post to each member of the company-
 (a) the date, time and place to which the meeting has been adjourned;
 (b) the matter before the meeting when it was adjourned; and
 (c) the ground for the adjournment.
 39. The chairman, if any, of the board of directors shall preside as chairman at every general meeting of the company.
 40. If there is no such chairman, or if at any meeting he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as chairman, the members present shall elect one of their number to be chairman.
 41. The chairman may, with the consent of any meeting at which a quorum is present (and shall of so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place. When a meeting is adjourned, the provisions of articles 37 and 38 shall mutatis mutandis apply to such adjournment.
 42. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the chairman or members referred to in section 198 (1)(b) of the Act, and unless a poll is so demanded, a declaration by the chairman that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority or negatived and an entry to that effect in the book containing the minutes of the proceedings of the company, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.
 43. If a poll is duly demanded it shall be taken in such a manner as the chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. Scrutineers shall be elected to determine the result of the poll.
 44. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place, or at which the poll is demanded, shall be entitled to a second or casting vote.
 45. A poll demanded on the election of a chairman or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairman of the meeting directs. The demand for a poll shall not prevent the continuation of a meeting for the transaction of any business other than the question upon which the poll has been demanded.

INSPECTION OF MINUTES

46. The minutes kept of every general meeting and annual general meeting of the company under section 204 of the Act, may be inspected and copied as provided in section 113 of the Act.

VOTES OF MEMBERS

47. Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a show of hands every member present in person or by proxy and if a member is a body corporate, its representative shall have one vote, and on a poll every member present in person or by proxy shall be entitled to exercise the voting rights determined by section 195 of the Act.
 48. In the case of joint holders the vote of the person whose name appears first in the register of members and who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.
 49. The parent or guardian of a minor, and the curator bonis of a lunatic member, and also any person entitled under the transmission clause to transfer any shares, may vote at any general meeting in respect thereof in the same manner as if he were the registered holder of those shares: Provided that forty-eight hours at least before the time of holding the meeting at which he proposes to vote he shall satisfy the directors that he is such parent, guardian or curator or that he is entitled under the transmission clause to transfer those shares, or that the directors have previously admitted his right to vote in respect of those shares. Co-executors of a deceased member in whose name shares stand in the register shall, for the purposes of this article, be deemed to be joint holders of those shares.
 50. On a poll, votes may be given either personally or by proxy.

PROXIES

51. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his agent duly authorized in writing, or, if the appointer is a body corporate, under the hand of an officer or agent authorized by the body corporate. A proxy need not be a

52. member of the company. The holder of a general or special power of attorney, whether he is himself a member or not, given by a shareholder shall be entitled to attend meetings and to vote, if duly authorized under that power to attend and take part in the meetings. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of such power or authority shall be deposited at the registered office of the company not less than forty-eight hours before the time for holding the meeting at which the person named in the instrument proposes to vote, and in default of complying herewith the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of six months from the date when it was signed, unless so specifically stated in the proxy itself, and no proxy shall be used at an adjourned meeting which could not have been used at the original meeting.

53. The instrument appointing a proxy shall be in the following form or as near thereto as circumstances permit:

" Limited
of
I,
being a member of
the Limited, hereby appoint
..... of or failing him of or failing him
..... of
as my proxy to vote for me and on my behalf at the annual general meeting (as the case may be) of the company to be held on the day
of and at any adjournment thereof as follows:

	Abstain	In favour of	Against
Resolution to.....
Resolution to.....
Resolution to.....

(Indicate instruction to proxy by way of a cross in space provided above)
Unless otherwise instructed, my proxy may vote as he thinks fit.
Signed this day of

.....
Signature

(Note: a member entitled to attend and vote is entitled to appoint a proxy to attend, speak and on a poll vote in his stead, and such proxy need not also be a member of the company)."

DIRECTORS

- 54. The number of the directors shall not be less than one and the names of the first directors may be determined in writing by a majority of the subscribers of the memorandum. Until directors are appointed, whether or not the directors have been named by a majority of subscribers of the memorandum every subscriber of the memorandum shall be deemed for all purposes to be a director of the company.
- 55. The remuneration of the directors shall from time to time be determined by the company in general meeting.
- 56. If any director be called upon to perform extra services or to make any special exertions in going or residing abroad, or otherwise, for any of the purposes of the company, the company may remunerate that director either by a fixed sum or by a percentage of profits or otherwise as may be determined, and such remuneration may be either in addition to, or in substitution for, the remuneration determined under article 55.
- 57. A director shall not be required to hold a share of the company.

ALTERNATE DIRECTORS

- 58. Each director shall have the power to nominate any person whether a member of the company or not possessing the necessary qualifications of director, to act as alternate director in his place during his absence or inability to act as such director, provided that the appointment being made, the alternate director shall, in all respects, be subject to the terms, qualifications, and conditions existing with reference to the other directors of the company.
- 59. The alternate directors, whilst acting in the stead of the directors who appointed them, shall exercise and discharge all the powers, duties and functions of the directors they represent. The appointment of an alternate director shall cease to hold office, whenever the director who appointed him ceases to be a director or gives notice to the secretary of the company that the alternate director representing him has ceased to do so, and in the vent of the disqualification or resignation of any alternate director during the absence or inability to act of the director whom he represents, the vacancy so arising shall be filled by the chairman of the directors who shall nominate a person to fill such vacancy, subject to the approval of the board.

POWERS AND DUTIES OF DIRECTORS

- 60. The business of the company shall be managed by the directors who may pay all expenses incurred in promoting and incorporating the company, and may exercise all such powers of the company as are not by the Act, or by these articles, required to be exercised by the company in general meeting, subject to these articles, to the provisions of the Act, and to such regulations, not inconsistent with the aforesaid articles or provisions, as may be prescribed by the company in general meeting, but no regulation prescribed by the company in general meeting shall invalidate any prior act of the directors which would have been valid if such regulation had not been made.

BORROWING POWERS

- 61. The directors may exercise all the powers of the company to borrow money and to mortgage or bind its undertaking and property or any part thereof, and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the company or of any third party.

MANAGING DIRECTOR

- 62. The directors may from time to time appoint one or more of their body to the office of managing director or manager for such term and at such remuneration (whether by way of salary or commission or participation in profits or partly in one way and partly in another) as they may think fit and may revoke such appointment subject to the terms of any agreement entered into in any particular case. A director so appointed shall not, while holding such office, be subject to retirement by rotation, or be taken into account in determining

- the rotation of retirement of directors, but his appointment shall determine if he ceases for any reason to be a director.
63. The directors may from time to time entrust to or confer upon a managing director or manager, for the time being, such of the power and authorities vested in them as they may think fit, and may confer such powers and authorities for such time and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as they may think expedient and they may confer such powers and authorities either collaterally or to the exclusion of, or in substitution for, all or any of the powers and authorities of the directors and may from time to time revoke or vary all or any of such powers and authorities.

MINUTES AND MINUTE BOOKS

64. The directors shall, in terms of section 204 of the Act, cause the minutes to be kept-
- (a) of all appointments of officers;
 - (b) Of names of directors present at every meeting of the company and of the directors; and
 - (c) of all proceedings at all meetings of the company and of the directors.
- Such minutes shall be signed by the chairman of the meeting at which the proceedings took place or by the chairman of the next succeeding meeting.

FOREIGN COMMITTEES

65. The directors may from time to time appoint persons resident in a foreign country to be a foreign committee for the company in the country with such powers and duties as the directors may from time to time determine. The directors may from time to time establish branch registers of members and transfer offices in foreign countries, close them at any time and may appoint and remove agents for any purposes in any foreign country.

DISQUALIFICATION OF DIRECTORS

66. The office of director shall be vacated if the director-
- (a) ceases to be a director or becomes prohibited from being a director by virtue of any provision of the Act; or
 - (b) without the consent of the company in general meeting holds any other office of profit under the company except that of managing director or manager; or
 - (c) resigns his office by notice in writing to the company and the Registrar; or
 - (d) for more than six months is absent without permission of the directors from meetings of directors held during that period or
 - (e) is directly or indirectly interested in any contract or proposed contract with the company and fails to declare his interest and the nature thereof in the manner required by the Act.

ROTATION OF DIRECTORS

67. The company in general meeting may from time to time determine the number of directors, their terms of office and the manner of their retirement. An annual general meeting or other general meeting of the company may fill any vacancy and a retiring director shall be eligible for re-election.
68. If at any meeting at which an election of directors ought to take place the offices of the retiring directors are not filled, unless it is expressly resolved not to fill such vacancies, the meeting shall stand adjourned and the provisions of articles 37 and 38 shall apply *mutatis mutandis* to such adjournment, and if at such adjourned meeting the vacancies are not filled, the retiring directors or such of them as have not had their offices filled shall be deemed to have been re-elected at such adjourned meeting unless a resolution for the re-election of any such director shall have been put to the meeting and negatived.
69. The company may from time to time in general meeting increase or reduce the number of directors and may also determine in what rotation such increased or reduced number is to retire from office.
70. Unless the shareholders otherwise determine in general meeting any casual vacancy occurring on the board of directors may be filled by the directors, but the director so appointed shall be subject to retirement at the same time as if he had become a director on the day on which the director in whose stead he is appointed was last elected a director.
71. The directors shall have power at any time, and from time to time, to appoint a person as an additional director but so that the total number of directors shall not at any time exceed the number fixed according to these articles, and such director shall retire from office at the next following annual general meeting and shall then be eligible for re-election, but shall not be taken into account in determining which directors are to retire by rotation at such meeting.
72. Deleted by G.N.N. 263 dd. 7.10.1977.

PROCEEDINGS OF DIRECTORS

73. The directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the event of an equality of votes, the chairman shall have a second or casting vote. A director may and the secretary on the requisition of a director shall, at any time convene a meeting of the directors.
74. Subject to the provisions of sections 234 to 241 of the Act, a director shall not vote in respect of any contract or proposed contract with the company in which he is interested, or any matter arising therefrom, and if he does so vote his vote shall not be counted: Provided that this article shall not apply where the company has only one director.
75. The quorum necessary for the transaction of the business of the directors, unless there is only one director, may be fixed by the directors, and unless so fixed shall, when the number of directors exceeds three, be three and when the number of directors does not exceed three, shall be two.
76. Subject to the provisions of the Act, a resolution in writing, signed by all the directors shall be as valid and effectual as if it had been passed at a meeting of the directors duly convened and held.
77. The continuing directors may act notwithstanding any vacancy on their body, but, if and so long as their number is reduced below the number fixed by or pursuant to these articles as the necessary quorum of directors, the continuing directors may act for the purpose of increasing the number of directors to that number, or of convening a general meeting of the company, but for no other purpose.
78. The directors may elect a chairman of their meetings and determine the period for which he is to hold office, but if no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the directors present may elect one of their number to be chairman of the meeting.
79. The directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit. Any committee so formed shall, in the exercise of the powers so delegated, conform to any rules that may be imposed on it by the directors.
80. A committee may elect a chairman of its meetings. If no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the members present may elect one of their number to be chairman of the meeting.

81. A committee may meet and adjourn as it thinks fit. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the event of an equality of votes the chairman shall have a second or casting vote.
82. All acts done by any meeting of the directors or a committee of directors or by any person acting as a director shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such directors of person acting as aforesaid at that they or any of them were disqualified, be as valid as if every such person had been duly appointed and were qualified to be a director.

DIVIDENDS AND RESERVE

83. The company in annual general meeting may declare dividends but no dividend shall exceed the amount recommended by the directors.
84. The directors may from time to time pay to the members such interim dividends as appear to the directors to be justified by the profits of the company.
85. No dividend shall be paid otherwise than out of profits or bear interest against the company.
86. The directors may, before recommending any dividend, set aside out of the profits of the company such sums as they think fit as a reserve or reserves, which shall, at the discretion of the directors, be applicable for any purpose to which the profits of the company may be properly applied and, pending such application may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as the directors may from time to time think fit. The directors may also without placing the same to reserve carry forward any profits which they may think prudent not to divide.
87. Notice of any dividend that may have been declared shall be given in the manner hereinafter provided to the persons entitled to share therein.
88. Every dividend or other moneys payable in cash in respect of shares may be paid by cheque, warrant, coupon or otherwise as the directors may from time to time determine, and shall, if paid otherwise than by coupon, either be sent by post to the registered address of the member entitled thereto or be given to him personally, and the receipt or endorsement on the cheque or warrant of the person whose name appears in the register as the shareholder, or his duly authorized agent, or the surrender of any coupon shall be a good discharge to the company in respect thereof. Any one of two or more joint holders may give effectual receipts for any dividends or other moneys payable in respect of the shares held by them as joint holders.
89. The company shall not be responsible for the loss in transmission of any cheque, warrant, coupon, or other document sent through the post to the registered address of any member, whether or not it was sent at his request.

ACCOUNTING RECORDS

90. The directors shall cause such accounting records as are prescribed by section 284 of the Act to be kept. Proper accounting records shall not be deemed to be kept if there are not kept such accounting records as are necessary fairly to present the state of affairs and business of the company and to explain the transaction and financial position of the trade or business of the company.
91. The accounting records shall be kept at the registered office of the company or at such other place or places as the directors think fit, and shall always be open to inspection by the directors.
92. The directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting records of the company or any of them shall be open to inspection by members not being directors, and no member (not being a director) shall have any right of inspecting any accounting records or document of the company except as conferred by the Act or authorized by the directors or by the company in general meeting.

ANNUAL FINANCIAL STATEMENTS

93. The directors shall from time to time, in accordance with section 286 and 288 of the Act, cause to be prepared and laid before the company in general meeting such annual financial statements, group financial statements and group reports (if any) as are referred to in those sections.
94. A copy of any annual financial statements, group annual financial statements and group reports which are to be laid before the company in annual general meeting, shall not less than twenty-one days before the date of the meeting be sent to every member of, and every holder of debentures of, the company, and if the company is a controlled company also to the Registrar. Provided that this article shall not require a copy of those documents to be sent to any person of whose address the company is not aware or to more than one of the joint holders of any shares or debentures.

AUDIT

95. An auditor shall be appointed in accordance with Chapter X of the Act.

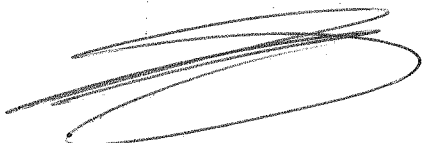
NOTICES

96. A notice may be given by the company to any member either by advertisement or personally, or by sending it by post in a prepaid letter addressed to such member at his registered address or (if he has no registered address in the republic) at the address (if any) within the Republic supplied by him to the company for the giving of notices to him.
97. Whenever a notice is to be given personally or sent by post, the notice may be given by the company to the joint holders of a share by giving the notice to the joint holder named first in the register in respect of the share.
98. Whenever a notice is to be given personally or sent by post, the notice may be given by the company to the persons entitled to a share in consequence of the death or insolvency of a member, or by sending it through the post in a prepaid letter addressed to them by name, or by the title of representatives of the deceased, or trustees of the insolvent or by any like description, at the address (if any) in the Republic supplied for the purpose by the persons claiming to be so entitled, or (until such address has been so supplied) by giving the notice in any manner in which the same might have been given if the death or insolvency had not occurred.
99. Notice of every general meeting shall be given in any manner authorized-
- (a) to every member of the company except, in the case of notices to be given personally or sent by post, those members who (having no registered address within the republic) have not supplied to the company an address within the republic for the giving of notices to them;
 - (b) to every person entitled to a share in consequence of the death or insolvency of a member who, but for his death or insolvency, would have been entitled to receive notice of the meeting; and
 - (c) to the auditor for the time being of the company.
- No other person shall be entitled to receive notice of general meetings.
100. Any notice by post shall be deemed to have been served at the time when the letter containing the same was posted, and in proving the giving of the notice by post, it shall be sufficient to prove that the letter containing the notice was properly addressed and posted.
101. A notice given to any member shall be binding on all persons claiming on his death or on any transmission of his interests.
102. The signature to any notice given by the company may be written or printed, or partly written and partly printed.
103. When a given number of days' notice or notice extending over any other period is required to be given, the day of service shall not


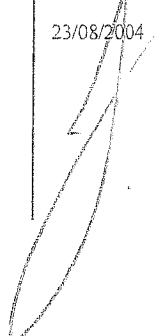
- 104. be counted in such number of days or period.
If the company has a seal, it shall not be affixed to any instrument except by the authority of a resolution of the directors, and shall be affixed in the manner and subject to such safeguards as the directors may from time to time determine.

WINDING-UP

- 105. If the company be wound up, the assets remaining after payment of the debts and liabilities of the company and the costs of liquidation shall be applied as follows:
 - (a) To repay to the members the amount paid up on the shares respectively held by each of them; and
 - (b) the balance (if any) shall be distributed among the members in proportion to the number of shares respectively held by each of them;
- 106. Provided that the provisions of this article shall be subject to the rights of the holders of shares (if any) issued upon special condition. In a winding-up, any part of the assets of the company, including any shares or securities of other companies may, with the sanction of a special resolution of the company, be paid to the members of the company in specie, or may, with the same sanction, be vested in trustees for the benefit of such members, and the liquidation of the company may be closed and the company dissolved.



Signatories to articles of association

Particulars of subscribers	Date and signature	Particulars of witnesses	Date and signature
1. Full names <u>CHRISTIAN GOUWS</u> Occupation <u>ATTORNEY</u> Residential address <u>329 ANCHELLA STREET, FAERIE GLEN, 0043</u> Business address <u>287 LYNNWOOD ROAD, MENLO PARK, 0081</u> Postal address <u>P O BOX 35465, MENLO PARK, 0102</u>	23/08/2004 	1. Full names <u>JACOUL OOSTHUIZEN</u> Occupation <u>CLERK</u> Residential address <u>830 JACQUES STREET, MORELETA PARK, 0044</u> Business address <u>287 LYNNWOOD ROAD, MENLO PARK, 0081</u> Postal address <u>P O Box 35465 MENLO PARK, 0102</u>	23/08/2004 



Aandeesertifikaat

No. VAN SERTIFIKAAT

2

GETAL AANDELE

20

GOLDEN FALLS TRADING 286 (PTY) LTD
2004/026324/07

Hiermee word gesertifiseer

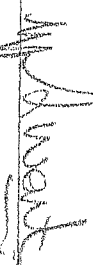
dat ANNA GERTRUIDA DU PLOOY van 601 RUBENSTEINSTRAAT,
MORELETAPARK, die Geregistreerde Eienaar is van TWINTIG GEWONE
Volopbetaalde Aandele van EEN RAND elk, genummer soos aan die kant
hiervan albei inbegrepe in die bogenoemde Maatskappy, onderworpe aan die
Akte van Oprigting en Statute, van die Maatskappy

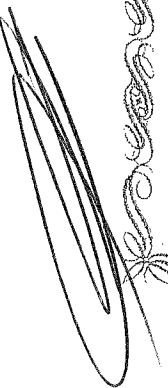
ONDSKEIDINGSNUMMERS		GETAL
VAN	TOT	AANDELE
ALBEI INBEGREPE	20	20
1		

Uitgereik te PRETORIA hede die 23^{de} dag van Maart 2004.

SEKRETARIS

DIREKTEUR





Aandeesertifikaat

No. VAN SERTIFIKAAT

3

GETAL ANDELE

14

GOLDEN FALLS TRADING 286 (PTY) LTD

2004/026324/07

Hiermee word gesertifiseer

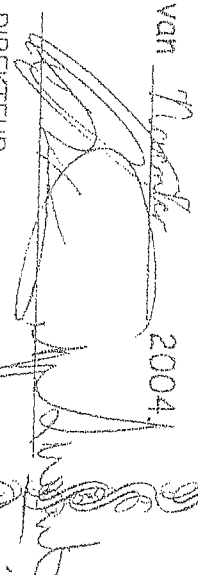
dat KAREL NICOLAAS GRIESSEL van 433 29ste AVE VILLIERIA PRETORIA, die Geregistreerde Eienaar is van VEERTIEN GEWONE Volopbetaalde Aandele van EEN RAND elk, genommer soos aan die kant hiervan albei inbegrepe in die bogenoemde Maatskappy, onderworpe aan die Akte van Oprigting en Statute, van die Maatskappy

ONDERSKEIDINGSNUMMERS			GETAL ANDELE
VAN	TOI		
ALBEI INBEGREPE			
21	34		14

Uitgereik te PRETORIA hede die 23^{de} dag van Maart 2004

SEKRETARIS

DIREKTEUR



Aandeesertifikaat

No. VAN SERTIFIKAAT

5

GETAL AANDELE

13

GOLDEN FALLS TRADING 286 (PTY) LTD

2004/026324/07

Hiermee word gesertifiseer

dat CHRISTIAAN JACOBUS SERFONTEIN van PLOT 310 DERDEPOORT, die Geregistreerde Eienaar is van DERTIEN GEWONE Volopbetaalde Aandele van EEN RAND elk, genommer soos aan die kant hiervan albei inbegrepe in die bogenoemde Maatskappy, onderworpe aan die Akte van Oprigting en Statute, van die Maatskappy

ONDERSKEIDINGSNUMMERS		
VAN	TOT	GETAL AANDELE
49	61	13

Uitgereik te PRETORIA hede die 23^{ste} dag van Maart 2004.

SEKRETARIS

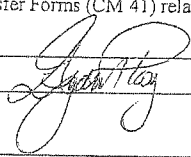
DIREKTEUR



SECURITIES TRANSFER FORM

(Section 134)

Client	
Reference	

CERTIFICATION, IF ANY, BY ISSUER OF SECURITY THIS PORTION TO BE COMPLETED BY THE TRANSFEROR(S) [that is, the person(s) in whose name(s) the securities are presently registered.]	FULL NAME OF ISSUER OF SECURITY AS SHOWN ON CERTIFICATE <i>Golden Falls Trading (PTY) LTD</i>	
	Quantity and full description of securities to be transferred:	Figures Description Certificate(s) No.(s) Distinctive number(s) (if any)
	TRANSFER FROM [in block letters insert the full name(s) of the present registered holder(s)] <i>ANNA GERTRUIDA DU PLOOY</i>	
	[transferor(s)] _____	
	I/We, the undersigned, hereby transfer the above securities from the name(s) aforesaid to the person(s) named below or to the several persons named in Part B of the Broker's Transfer Forms (CM 41) relating to the above security 	
	Date of signature _____	

(Stamp of selling broker)

LODGED FOR CERTIFICATION BY: THIS PORTION TO BE COMPLETED BY THE TRANSFEREE(S) [that is, the person(s) in whose name(s) the securities are to be registered] OR AGENT, except where Broker's Transfer Forms are used	TRANSFER TO [in block letters insert the full name(s) and the postal address(es) of the person(s) into whose name(s) the securities are to be transferred]. [transferee(s)] _____	
	CONSIDERATION. State the amount (in figures) paid for the securities. If no consideration was paid, the market value of the securities at the date of the transaction must be stated.	
	R _____	
	I/We request that such entries be made in the register as are necessary to give effect to this transfer.	
	Name and address or stamp of person lodging this form or stamp of buying broker (if any).	

*FOR USE IN REGISTERING OFFICE

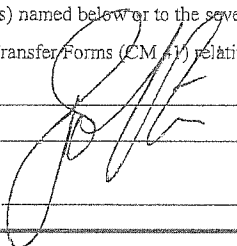


For exchange control purposes

SECURITIES TRANSFER FORM

(Section 134)

Client	
Reference	

CERTIFICATION, IF ANY, BY ISSUER OF SECURITY THIS PORTION TO BE COMPLETED BY THE TRANSFEROR(S) [that is, the person(s) in whose name(s) the securities are presently registered.]	FULL NAME OF ISSUER OF SECURITY AS SHOWN ON CERTIFICATE <i>Golden Gate Trading 286 (PTY) LTD</i>	
	Quantity and full description of securities to be transferred:	Figures Description Certificate(s) No.(s) Distinctive number(s) (if any)
	TRANSFER FROM [in block letters insert the full name(s) of the present registered holder(s)] <i>Christiaan Jacobus Serfontein.</i>	
	[transferor(s)] _____	
	I/We, the undersigned, hereby transfer the above securities from the name(s) aforesaid to the person(s) named below or to the several persons named in Part B of the Broker's Transfer Forms (CM 41) relating to the above security  Date of signature _____	

(Stamp of selling broker)

LODGED FOR CERTIFICATION BY: THIS PORTION TO BE COMPLETED BY THE TRANSFEREE(S) [that is, the person(s) in whose name(s) the securities are to be registered] OR AGENT, except where Broker's Transfer Forms are used	TRANSFER TO [in block letters insert the full name(s) and the postal address(es) of the person(s) into whose name(s) the securities are to be transferred]. [transferee(s)] _____	
	CONSIDERATION. State the amount (in figures) paid for the securities. If no consideration was paid, the market value of the securities at the date of the transaction must be stated.	
	I/We request that such entries be made in the register as are necessary to give effect to this transfer.	
	Name and address or stamp of person lodging this form or stamp of buying broker (if any).	
	*FOR USE IN REGISTERING OFFICE	



For exchange control purposes

SECURITIES TRANSFER FORM
(Section 134)

Client	
Reference	

CERTIFICATION, IF ANY, BY ISSUER OF SECURITY THIS PORTION TO BE COMPLETED BY THE TRANSFEROR(S) [that is, the person(s) in whose name(s) the securities are presently registered.]	FULL NAME OF ISSUER OF SECURITY AS SHOWN ON CERTIFICATE <i>Golden Falls Trading 286 (PTY) LTD</i>	
	Quantity and full description of securities to be transferred:	Figures Words
		Description
		Certificate(s) No.(s)
		Distinctive number(s) (if any)
	TRANSFER FROM [in block letters insert the full name(s) of the present registered holder(s)] <i>KAREL NICOLAAS GRIESSEL</i>	
	[transferor(s)] _____	
	I/We, the undersigned, hereby transfer the above securities from the name(s) aforesaid to the person(s) named below or to the several persons named in Part B of the Broker's Transfer Forms (CM 41) relating to the above security	(Stamp of selling broker)
	Date of signature _____	

LODGED FOR CERTIFICATION BY: THIS PORTION TO BE COMPLETED BY THE TRANSFEREE(S) [that is, the person(s) in whose name(s) the securities are to be registered] OR AGENT, except where Broker's Transfer Forms are used	TRANSFER TO [in block letters insert the full name(s) and the postal address(es) of the person(s) into whose name(s) the securities are to be transferred].	
	[transferee(s)] _____	
	CONSIDERATION. State the amount (in figures) paid for the securities. If no consideration was paid, the market value of the securities at the date of the transaction must be stated.	
	R _____	
	I/We request that such entries be made in the register as are necessary to give effect to this transfer.	
Name and address or stamp of person lodging this form or stamp of buying broker (if any).		
		*FOR USE IN REGISTERING OFFICE

SECURITIES TRANSFER FORM

(Section 134)

Client	
Reference	

CERTIFICATION, IF ANY, BY ISSUER OF SECURITY THIS PORTION TO BE COMPLETED BY THE TRANSFEROR(S) [that is, the person(s) in whose name(s) the securities are presently registered.]	FULL NAME OF ISSUER OF SECURITY AS SHOWN ON CERTIFICATE GOLDEN FALLS TRADING 286 (PTY) LTD	
	Quantity and full description of securities to be transferred:	Figures Words
	Description	
	Certificate(s) No. (s)	Distinctive number(s) (if any)
	TRANSFER FROM [in block letters insert the full name(s) of the present registered holder(s)] DIMAKATSO PHYLLIS MOKOAPE [transferor(s)] ON BEHALF OF P&S INVESTMENT HOLDINGS (PTY) LTD	
I/We, the undersigned, hereby transfer the above securities from the name(s) aforesaid to the person(s) named below or to the several persons named in Part B of the Broker's Transfer Forms (CM 41) relating to the above security X D.A. Mokoape,		(Stamp of selling broker)
Date of signature _____		

LODGED FOR CERTIFICATION BY: THIS PORTION TO BE COMPLETED BY THE TRANSFEREE(S) [that is, the person(s) in whose name(s) the securities are to be registered] OR AGENT, except where Broker's Transfer Forms are used	TRANSFER TO [in block letters insert the full name(s) and the postal address(es) of the person(s) into whose name(s) the securities are to be transferred]. [transferee(s)] _____	
	CONSIDERATION. State the amount (in figures) paid for the securities. If no consideration was paid, the market value of the securities at the date of the transaction must be stated.	
	I/We request that such entries be made in the register as are necessary to give effect to this transfer.	
	Name and address or stamp of person lodging this form or stamp of buying broker (if any).	
		*FOR USE IN REGISTERING OFFICE

MAATSKAPPYWET, 1973
COMPANIES ACT, 1973

SERTIFIKAAT OM MET BESIGHEID TE BEGIN
CERTIFICATE TO COMMENCE BUSINESS

(Artikel 172

GOLDEN FALLS TRADING 286

Regist.
Reg.

2004/026324/07

Ek sertifiseer hierby dat
I hereby certify that

GOLDEN FALLS TRADING 286 (PTY) LTD

wat ingelyf is op die
which was incorporated on the

20

dag van
day of

SEPTEMBER

Two Thousand and Four

voldoen het aan die vereistes van Artikel 172 van die Wet, en met ingang van vandag geregtig is om met besigheid te begin.
has complied with the requirements of Section 172 of the Act and is with effect from this date entitled to commence business.

Geteken en geseël te PRETORIA op hede die
Signed and sealed at PRETORIA this

20

dag van
day of

SEPTEMBER

Two Thousand and Four

Seël van die Registrasiekantoor vir Maatskappye
Seal of Companies Registration Office

Registrateur van Maatskappye
Registrar of Companies

Hierdie sertifikaat is nie geldig nie, tensy geseël deur die Seël van die Registrasiekantoor vir Maatskappye
This certificate is not valid unless sealed by the Seal of the Companies Registration Office

BOEKJAAR EINDIG ELKE JAAR
OP / ENDS ON FEBRUARY
EACH YEAR FINANCIAL YEAR

Republiek van Suid-Afrika
Maatskappywet 1973
(Artikel 64)

Republic of South Africa
Companies A
(Section


GOLDEN FALLS TRADING 286

Registrasienuommer van Maatskapp

2004/026324/07

**Sertifikaat van Inlywing
van 'n Maatskappy met 'n aandelekapitaal**

**Certificate of Incorporation
of a Company having a share capital**

Hierby word gesertifiseer dat/This is to certify that

GOLDEN FALLS TRADING 286 (PTY) LTD

vandag ingelyf is kragtens die Maatskappywet, 1973 (Wet 61 van 1973), en dat die Maatskappy 'n maatskappy is met 'n aandelekapitaal.

was this day incorporated under the Companies Act, 1973 (Act 61 of 1973), and that the Company is a company having a share capital.

Geteken en geseël te Pretoria op hede/Signed and sealed at Pretoria this

20 dag van/day of

SEPTEMBER

/Two Thousand and Four



Registrateur van Maatskappye/Registrar of Companies

Seël van die Registrasiekantoor vir Maatskappye
Seal of Companies Registration Office

Hierdie sertifikaat is nie geldig nie, tensy geseël deur die seël van die Registrasiekantoor vir Maatskappye.
This certificate is not valid unless sealed by the seal of the Companies Registration Office.

GEREGISTREERDE WOON- EN POSADRES

1. Bewaar die bewys van u GEREGISTREERDE WOON- EN POSADRES in hierdie sakkie.

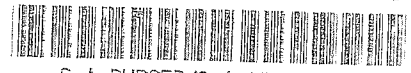
2. Indien u van adres verander het, of indien besonderhede van u huidige adres, bv. straatnaam en/of -nommer, ens. verander het, moet die vorm KENNISGEWING VAN ADRESVERANDERING, wat in die sakkie agter in die identiteitsdokument is, gebruik word om die verandering aan te meld en moet dit ingedien word by of gepos word aan die naaste streek-/distrikkantoor van die DEPARTEMENT VAN BINNELANDSE SAKE.

REGISTERED RESIDENTIAL AND POSTAL ADDRESS

1. Keep the proof of your REGISTERED RESIDENTIAL AND POSTAL ADDRESS in this pocket.

2. If you have changed your address, or, if particulars of your present address, e.g. name of street and/or street number, etc., have been changed, the NOTICE OF CHANGE OF ADDRESS form in the pocket at the back of the identity document must be used to report the change and it must be handed in at or posted to the nearest regional/district office of the DEPARTMENT OF HOME AFFAIRS.

I.D.No. 690626 5359 08 5



S. A. BURGER/S. A. CITIZEN

VAN/SURNAME

DAVIDS

VOORNAME/FORENAMES

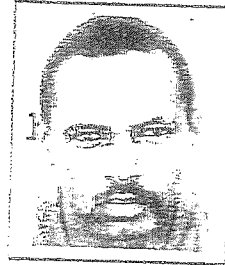
AMOS JACOB

GEBORTEDISTRIK OF-LAND/
DISTRICT OR COUNTRY OF BIRTH

SUID-AFRIKA

GEBORTE DATUM/
DATE OF BIRTH

1969-06-26



DATUM UITGEREIK
DATE ISSUED

2000-03-07

UITGEREIK OP BESAE VAN D/
DIREKTEUR-GENERAAL:
BINNELANDSE SAKE

ISSUED BY AUTHORITY OF THE
DIRECTOR-GENERAL:
HOME AFFAIRS

0186492 GEREISTREERDE WOONADRES - REGISTERED RESIDENTIAL ADDRESS

GEREGISTREERDE WOON- EN POSADRES

- 1. Bewaar die bewys van u GEREISTREERDE WOON- EN POSADRES in hierdie sakkie.
- 2. Indien u van adres verander het, of indien besonderhede van u huidige adres, bv. straatnaam en/of -nommer, ens. verander het, moet die vorm KENNISGEWING VAN ADRESVERANDERING, wat in die sakkie agter in die identiteitsdokument is, gebruik word om die verandering aan te meld en moet dit ingedien word by of gepos word aan die naaste streek-/distrikkantoor van die DEPARTEMENT VAN BINNELANDSE SAKE.

REGISTERED RESIDENTIAL AND POSTAL ADDRESS

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I.D.No. 720330 5212 08 9



S. A. BURGER/S. A. CITIZEN

VAN/SURNAME

SONNEBERG

VOORNAME/FORENAMES

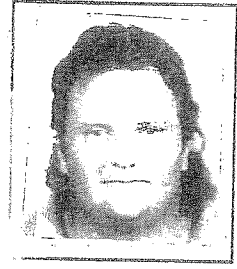
LUKAS DANIEL

GEBORTEDISTRIK OF-LAND/
DISTRICT OR COUNTRY OF BIRTH

SUID-AFRIKA

GEBORTEDATUM/
DATE OF BIRTH

1972-03-30



DATUM UITGEREIK
DATE ISSUED

1994-10-04

UITGEREIK OF GESAG VAN DIE
DIREKTEUR-GENERAAL:
BINNELANDSE SAKE

ISSUED BY AUTHORITY OF THE
DIRECTOR-GENERAL:
HOME AFFAIRS



19 Fredman Drive, Sandown 2196
 PO Box 784055, Sandton 2146, South Africa
 Tel: +27 11 269 3000
 Fax: +27 11 259 3116
 www.idc.co.za

Ref: 11183

The Northern Cape Regional Manager
 Department of Minerals and Energy
 Private Bag 6093
 Kimberley
 8301

Liberty Corner Building
 29-31 Currey Street
 Kimberley
 8301

Sir,

**FINANCIAL GUARANTEE FOR THE REHABILITATION OF LAND DISTURBED BY MINING
 (EXECUTION OF ENVIRONMENTAL MANAGEMENT PROGRAMME)**

- Concerning the responsibility in terms of the Minerals and Petroleum Resources Development Act 2002, (Act 28 of 2002), which is incumbent on Amos J Davids (hereinafter referred to as "the mine owner") to execute the environmental management programme approved in terms of the provisions of the said Act for the mine known as Portion of Erf 2003, Erf 1 of Windsorton, situated in the Barkley West Magisterial District, in the Northern Cape Region.
- We, Mahlatshe Paul Johannes Maboa and Russell Stuart Wallace, in our respective capacities as Managers and as duly authorized representatives of The Industrial Development Corporation of South Africa Limited (hereinafter referred to as "the guarantor") confirm that the amount of Two Hundred Thousand (R200 000) is available to you for the purpose of executing the said environmental management programme/plan.
- The guarantor, who hereby waives the advantages of the exceptions *non numeratae pecuniae non causa debiti excussionis et divisionis*, the meaning and the consequences of which is known to the guarantor, undertakes to guarantee to you the said sum of Two Hundred (R200 000) upon receipt of a written claim from you to do so and the claim may be submitted by you, if (in your opinion and discretion) the mine owner fails or remains in default to execute the said environmental management program/plan, or if he ceases mining/prospecting operations, or if his estate is sequestrated, or if he should hand over his estate in terms of the Insolvency Act which is applicable in the Republic of South Africa, or if the guarantor gives written notice to you in terms of clause 5 of this agreement. The said claim may be instituted by you at any stage commencing from the date of signature of this guarantee.
- The said amount of Two Hundred Thousand (R200 000) may be held by you on the condition that you, after having complied with all the provisions of the said environmental management programme / plan, will give account to the guarantor of how the amount was appropriated and repay any un-appropriated amount to the guarantor.

Industrial Development Corporation of South Africa Limited

Directors: Ms W Y N Luhabe (Chairperson), M G Qheha (Chief Executive Officer), G S Gouws (Alternate) (Chief Financial Officer), J R Barton, Adv F-A du Plessis, Ms P Graham, Ms M W Hlahla, Ms T Kunene, D H Lewis (Deputy Chairperson), M S Moloto, J C Mtshali, N G Ntse, Ms B N Njobe, M C Nkuhlu, Ms N N Nkomo, L V Ockler,
 Group Corporate Secretary: P Makhwane

Reg.No. 1940/014201/06

2.1



2.

- 5. This undertaking is neither negotiable nor transferable, and
 - (a) must be returned to the guarantor when giving account to the guarantor in terms of clause 3 above;
 - (b) shall lapse on the granting of a closure certificate in terms of the Minerals and Petroleum Resources Development Act, 2002, (Act 28 of 2002) and
 - (c) shall not be construed as placing any other responsibility on the guarantor other than the paying of the guaranteed amount.
- 6. The guarantor reserves the right to withdraw this guarantee after having given you at least three months written notice in advance of his intention to do so.

Yours faithfully

**INDUSTRIAL DEVELOPMENT CORPORATION
OF SOUTH AFRICA LIMITED**

Enquiries :

M P J Maboja
Manager : Legal Services
Direct Line : 011 269 3498

R S Wallace
Manager : Legal Services
Direct Line : 011 269 3493

Dated : 12 November 2008

- PLEASE NOTE:**
- (1) No amendments and/or additions to the wording of this guarantee will be accepted.
 - (2) The address of the guarantee must be stated clearly.
 - (3) This guarantee must be returned to :
 - (4) The Industrial Development Corporation of South Africa Limited
19 Fredman Drive
Sandown
Sandton
2196

OOREENKOMS

"A"

Memorandum en Ooreenkoms Aangegaan deur en Tussen:

BEN GIDEON SONNENBERG
(Identiteitsnommer 541104 5138 082)
(hierna "die Permithouer" genoem)

en

AMOS JACOB DAVIDS
(Identiteitsnommer 690626 5359 085)
(hierna "die Kontrakteur" genoem)

Nademaal:

1. Die Permithouer die houer is van Mynpermit nr. MP113/2005 en aansoek gedoen het vir mynpermitte ten opsigte van die gedeeltes soos uiteengesit op die aangehegte kaarte gemerk as aanhangsels "A" en "B".
2. Die Kontrakteur begerig is om die Permithouer se regte ten opsigte van bogemelde mynpermit oor te neem en/of te benut en om die Permithouer as applikant te vervang ten opsigte van die aansoeke met betrekking tot aanhangsels "A" en "B".
3. Die Permithouer bereid is om sy regte ten opsigte van bogemelde mynpermit aan die Kontrakteur oor te dra en/of hom toe te laat om die regte te benut en ook bereid is om toe te stem dat die Kontrakteur hom as applikant mag vervang ten opsigte van die aansoek wat betrekking het op die gedeeltes soos uiteengesit op aanhangsels "A" en "B".
4. Die Permithouer en die Kontrakteur dit eensgesind is oor die voorwaardes waarop bogemelde sal geskied.

Nou Derhalwe Kom die Partye as volg Ooreen:

1.
 - 1.1 Die Permithouer gee toestemming aan die Kontrakteur om die gedeelte waarop Mynpermit nr. MP113/2005 betrekking het vir sy eie voordeel te ontgin;
 - 1.2 Die Permithouer onderneem om die Kontrakteur in alle opsigte behulpzaam te wees om 'n mynpermit in die Kontrakteur se naam te bekom ter vervanging van bogemelde Mynpermit nr. MP113/2005;
 - 1.3 Die Permithouer onderneem voorts om alle beskikbare dokumentasie wat betrekking het op die aansoek vir mynpermitte ten opsigte van die gedeeltes aangedui op aanhangsels "A" en "B" tot die beskikking van die Kontrakteur te stel en in alle opsigte sy samewerking te gee om die Kontrakteur in sy plek as applikant aanvaar te kry.

2/...

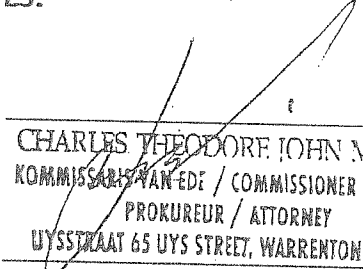



As teenprestasie vir bogemelde onderneem die Kontrakteur om:

- 2.1 By ondertekening van hierdie ooreenkoms 'n bedrag van R100 000-00 (EENHONDERDDUISEND RAND) aan die Permithouer te betaal vir die benutting van die rehabilitasiewaarborg wat reeds deur die Permithouer verskaf is aan die Departement van Minerale en Energiesake. Dit word spesifiek ooreengekom dat die Permithouer verplig sal wees om die bedrag van R100 000-00 (EENHONDERDDUISEND RAND) aan die Kontrakteur terug te betaal sodra die rehabilitasie tot tevredenheid van die Departement van Minerale en Energiesake afgehandel is;
- 2.2 By ondertekening van hierdie ooreenkoms 'n bedrag van R100 000-00 (EENHONDERDDUISEND RAND) aan die Permithouer te betaal as vergoeding vir die reg om die gedeelte te ontgin waarop permit MP113/2005 betrekking het;
- 2.3 Binne 5 (VYF) dae na ondertekening van hierdie ooreenkoms 'n bedrag van R200 000-00 (TWEEHONDERDDUISEND RAND) te betaal aan prokureurs Malan Maris Wilmans & Hay van Warrenton om deur hulle in trust gehou te word hangende aanvaarbare bewys dat die Permithouer deur die Kontrakteur as applikant vervang is ten opsigte van die aansoek waarop aanhangsels "A" en "B" betrekking het wanneer gemelde bedrag aan die Permithouer betaalbaar sal wees.

Geteken te WARRENTON op die 24STE dag van APRIL 2007.

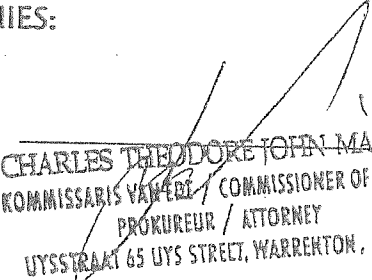
GETUIES:


1. 
 CHARLES THEODORE JOHN MALAN
 KOMMISSARIS VAN EDE / COMMISSIONER OF OATHS
 PROKUREUR / ATTORNEY
2. UYSSTRAAT 65 UYS STREET, WARRENTON, R.S.A.


 PERMITHOUER

Geteken te WARRENTON op die 24STE dag van APRIL 2007.

GETUIES:

1. 
 CHARLES THEODORE JOHN MALAN
 KOMMISSARIS VAN EDE / COMMISSIONER OF OATHS
 PROKUREUR / ATTORNEY
2. UYSSTRAAT 65 UYS STREET, WARRENTON, R.S.A.

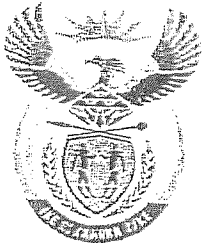

 KONTRAKTEUR



**DME CORRESPONDENCE
APPLICATION FOR A MINING
RIGHT NUMBER NC 30/5/1/2/0215
MR ACCEPTANCE OF A MINING
RIGHT APPLICATION) A.J.
DAVIDS)**

- 1. Request for a performance assessment of environmental management plan.**
- 2. Letter dated 20/12/2007 for the same land and mineral (Water and Forestry Ref. 16/2/7/910/D/14).**
- 3. Approval – granting for a conversion of an old prospecting order right.**





the dme

Department:
Minerals and Energy
REPUBLIC OF SOUTH AFRICA

29-31 Currey Street Private Bag X6093
Kimberley Kimberley
8300 8300

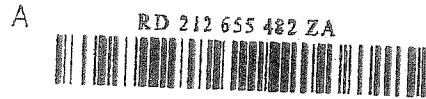
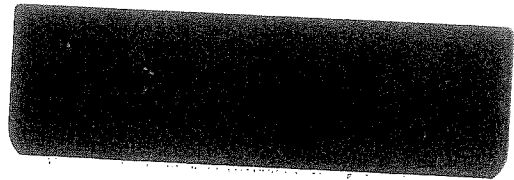
Tel: (053) 830 0800
Fax: (053) 832 5631

Enquiries: Adv. M.C.Lerumo
Tel No: (053) 830 0800
Fax No: (053) 832 5631
Ref. No: (NC)30/5/1/2/2/0215 MR

13th February 2009

PER REGISTERED MAIL

Amos Jacobs Davids
C/o Amos Jacobs Davids
P.O.Box 82
Barkly West
WINDSORTON
8510



Fax: 053 5510089

Dear Sir/Madam

RE: ACCEPTANCE OF AN APPLICATION FOR A MINING RIGHT:

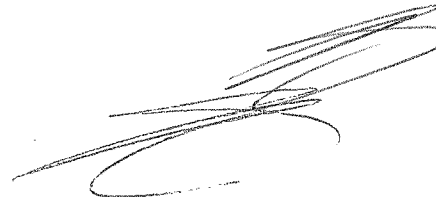
Name of Applicant	Amos Jacobs Davids	
Description of Property/ies	Farm Name	Portions
	Erf 1 Windsorton	A Certain Surveyed Portion of an Island.
District	Barkly West	

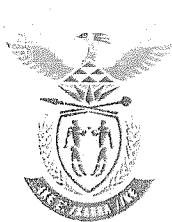
1. This is to inform you that your abovementioned application to mine diamonds (alluvial, kimberlite) and sand manufactured from waste dump in respect of the abovementioned property/ies in terms of section 22 of the Mineral and Petroleum Resources Development Act, 2002 (Act 28 of 2002) has been accepted. However be informed that you application overlaps with other issued rights on the small portions of the area applied for. Therefore you are given 30 days to amend your sketch-plan and exclude the overlaps from your application.
2. In terms of section 22(4) of the said Act you are therefore required:
 - 2.1. to submit a Scoping Report in terms of Regulation 49(2) before or on the 15th March 2009; and

- 2.2. to conduct an Environmental Impact Assessment and submit an Environmental Management Programme for approval on or before the 13th August 2009
- 2.3. to notify and consult with interested and affected parties and submit the proof thereof on or before the 13th August 2009
3. Take note that the Department must finalize your application by no later than 30th October 2009
4. Failure and or delays in submitting all required or requested information within the prescribed time frames could have a negative impact on the aforementioned decision-date.

Yours faithfully

.....
PIETER SWART
REGIONAL MANAGER: NORTHERN CAPE





the dme

Department:
Minerals and Energy
REPUBLIC OF SOUTH AFRICA

Private Bag X6093, Kimberley, 8300,
Tel: (053) 807 1700, Fax: (053) 8325 631
First Floor, Liberty Corner,
29-31 Currey Street, Kimberley 8301

Directorate Mineral Regulation: Northern Cape.

Enquiries: Mr. H.D Mashau

Sub Directorate: Mine Environmental Management

Ref: NC 6/2/2242 PR

Date: 22 June 2009

REGISTERED MAIL

A.J Davids

P.O. Box 3039

WINDSORTON

8510

Dear Sir/Madam

REQUEST FOR A PERFORMANCE ASSESSMENT OF THE ENVIRONMENTAL MANAGEMENT PLAN IN TERMS OF REGULATION 55 TO THE MINERAL AND PETROLEUM RESOURCES DEVELOPMENT ACT, 2002 (ACT 28 OF 2002) IN RESPECT OF PROSPECTING ACTIVITIES ON A CERTAIN SURVEYED PORTION OF AN ISLAND ERF 1 WINDSORTON, SITUATED IN THE MAGISTERIAL DISTRICT OF BARKLY WEST, NORTHERN CAPE REGION BY A.J DAVIDS

1. The above refers,
2. This office does not have records of performance assessment reports regarding your approved environmental management plan.
3. Kindly note the requirement referred in 2 above is considered key tools in achieving sound environmental management and failure to submit such, is considered a major non-compliance and might pose negative effects on your prospecting right.
4. You are therefore requested to conduct performance assessment of the EMP and submit the performance assessment reports as provided for in terms of regulation 55 of the MPRDA.
5. The above requested information must be provided on or before 21 August 2009.

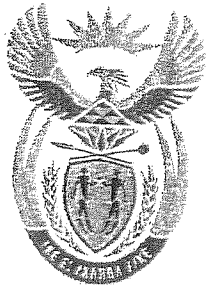
~~PP Steyn~~

P Swart

Regional Manager: Mineral Regulation

Northern Cape Region





water & forestry

Department:
Water Affairs and Forestry
REPUBLIC OF SOUTH AFRICA

PRIVATE BAG X6101, KIMBERLEY, 8300
COURT BUILDING, CORNER KNIGHT & STEAD STREET, 4TH FLOOR, KIMBERLEY
TEL: 053 8308800, FAX: 053 8315682

✉ M. Noe

📧 noem@dwaf.gov.za

📁 16/2/7/C910/D/14

Department of Minerals and Energy
Private Bag X6093
Kimberley
8300

Attention: Mrs. R. F. Sekepane

CONSULTATION IN TERMS OF SECTION 40 OF THE MINERAL AND PETROLEUM RESOURCES DEVELOPMENT ACT 2002, (ACT 28 OF 2002) FOR THE APPROVAL OF THE EMPR FOR CONVERSION OF OLD PROSPECTING RIGHT ON ERF 1 WINDSORTON SITUATED IN THE MAGISTERIAL DISTRICT OF BARKLY WEST, NORTHERN CAPE REGION: AMOS JACOB DAVIDS.

Reference is hereby made to application for a prospecting right as presented to this department by Department of Minerals and Energy under reference: NC6/2/2/2242 EM.

This office has no objections to the approval of the said Environmental Impact Assessment (EIA) and EMPR provided the following conditions are met and strictly adhered to:


- In terms of the National Water Act 1998 (Act 36 of 1998), all proposed water uses should be registered. The appropriate forms are available from this office or downloadable on the department website: WWW.DWAF.GOV.ZA.
- All applicable sections of the National Water Act as well as what was stipulated by the applicant in the above-mentioned EIA and EMPR must be met and strictly adhered to.
- The co-ordinates of the area to be mined must accompany the EMPR indicating the boundaries of the indicated mining area and all the nearby surrounding water resources.

- All the solid waste materials generated must be disposed off at the permitted waste disposal site.
- As this mining operations will take place within 100meters of the banks of a river, this activity need to be licensed.
- The minutes of the meetings with the interested and affected parties must be submitted to this office for the application to be processed.
- All the commitments stipulated in the various parts of this report must be adhered to and any deviations must be communicated to this department.
- The regulations on the Use of Water for Mining and Related Activities aimed at the Protection of the Water Resources as published in the Government Notice No. 704 on 04 June 1999 (Government Gazette No. 20119) must be complied with.

This reply does not grant any exemption from the requirements of any applicable Act, Ordinance, Regulation or By-law.

You are invited to contact Mr M Noe of this office should you have any enquiries.

Yours sincerely



CHIEF DIRECTOR: NORTHERN CAPE

DATE: 20/12/2007



20-JAN-2009 16:07 From: R.J KONSTRUKSIE

0535510089

To: 00866720323

P.20/30



the dme

Department
Minerals and Energy
REPUBLIC OF SOUTH AFRICA

1st Floor,
Liberty Corner
29 - 31 Curvey Street
Kimberley, 8301

Private Bag X0093
Kimberley
8300

Tel: 053 - 830 0800
Fax: 053 - 832 5031
E-mail: succaina.jarodien@dme.gov.za

Annexure A

Directorate: Mineral Regulation and Administration
Northern Cape

Enquiries: H van Rensburg/Succaina Jarodien

13 March 2008

Ref: NC 5/27/1474 (conv)

Mr A J Davids
PO Box 8039
Windsorton
8510

Per Registered Mail

Re: GRANTED APPLICATION FOR THE CONVERSION OF AN OLD ORDER PROSPECTING RIGHT
MINERAL/S Diamonds
FARM/S Certain surveyed portion of Erf 1 Windsorton
DISTRICT Barkly West

Dear Sir

Your application to prospect for diamonds on the above-mentioned property has reference.

I am pleased to inform you that the Minister has in terms of item B (3) in Schedule II of the Minerals and Petroleum Resources Development Act (act 28) of 2002 (MPRDA) granted prospecting rights as applied for.

Please note that the right has been granted on the condition that you fulfill the following requirements prior to execution.

- (a) Results of the prospecting work that has already been done for the past two years
- (b) Revised prospecting work programme justifying why a further period is required for this project

Minerals and Energy for Development and Prosperity

COPY
OF
SCOPING
REPORT



EIA AND EMPR

FOR A

PROSPECTING

RIGHT


APPLICATION FOR

AMOS JACOB DAVIDS ON
CERTAIN SURVEYED PORTION OF
ERF 1 ISLAND WINDSORTON:
BARKLY WEST DISTRICT

COMPILED BY:
JERRY REMMINGTON CONSULTANCY
2 Whiting close
HOMELITE
KIMBERLEY 8300

MOBILE: 0726004479
OR 0842503127

Amos Jacob Davids



APPLICANT NAME: AMOS JACOB DAVIDS

PO BOX 3039
WINDSORTON
8510

REVISED EMPR FOR APPLICATION FOR
PROSPECTING RIGHT ON CERTAIN SURVEYED
PORTION OF AN ISLAND ERF 1 WINDSORTON ON
DISTRICT OF BARKLY WEST.

PP/66/2004



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A. INTRODUCTION.

DESCRIPTION OF THE PROJECT

Amos Davids was a holder of an old order Prospecting Right No. PP66/2004 that was issued on the April 2004 to prospect for diamonds on the certain surveyed portion of an Island of W Windsorton in the Magisterial District of Barkly West. The applicant has been granted with the new prospecting right to prospect on the island.

It was found necessary for the applicant to undertake the EIA and compile the EMPR since the project is taking place in the sensitive area. The prospecting method that is currently in place involves:

- Prospecting trenches.
- Prospecting quarries.
- Bulk sampling.
- Drilling.

INFRASTRUCTURE

- Most of the planned infrastructure will take place over previously mined out area and disturbed area. The preparation of storm water berms and site establishment, site offices and open and enclosed stores will be erected while existing obligation facilities near the site will be made available for uses of electricity and lighting will be supplied directly to the site by ESKOM/Municipality. The equipments that is been used are as follows:

Amos Jacob Davids



- 1x Excavator
 - 1x Bulldozer
 - 1x Frontend loader
 - 1x dumper
 - 1x 14 feet washing pan
-

- 2x feeders bins
- 3x conveyors
- 1x 300 K.V.A Genset

Although the work force on Windsorton is currently made of small-scale miners, the economic impact of the project will be slightly improved. There are already 8 community members who are employed on the site; this shows the positive ness of the project.

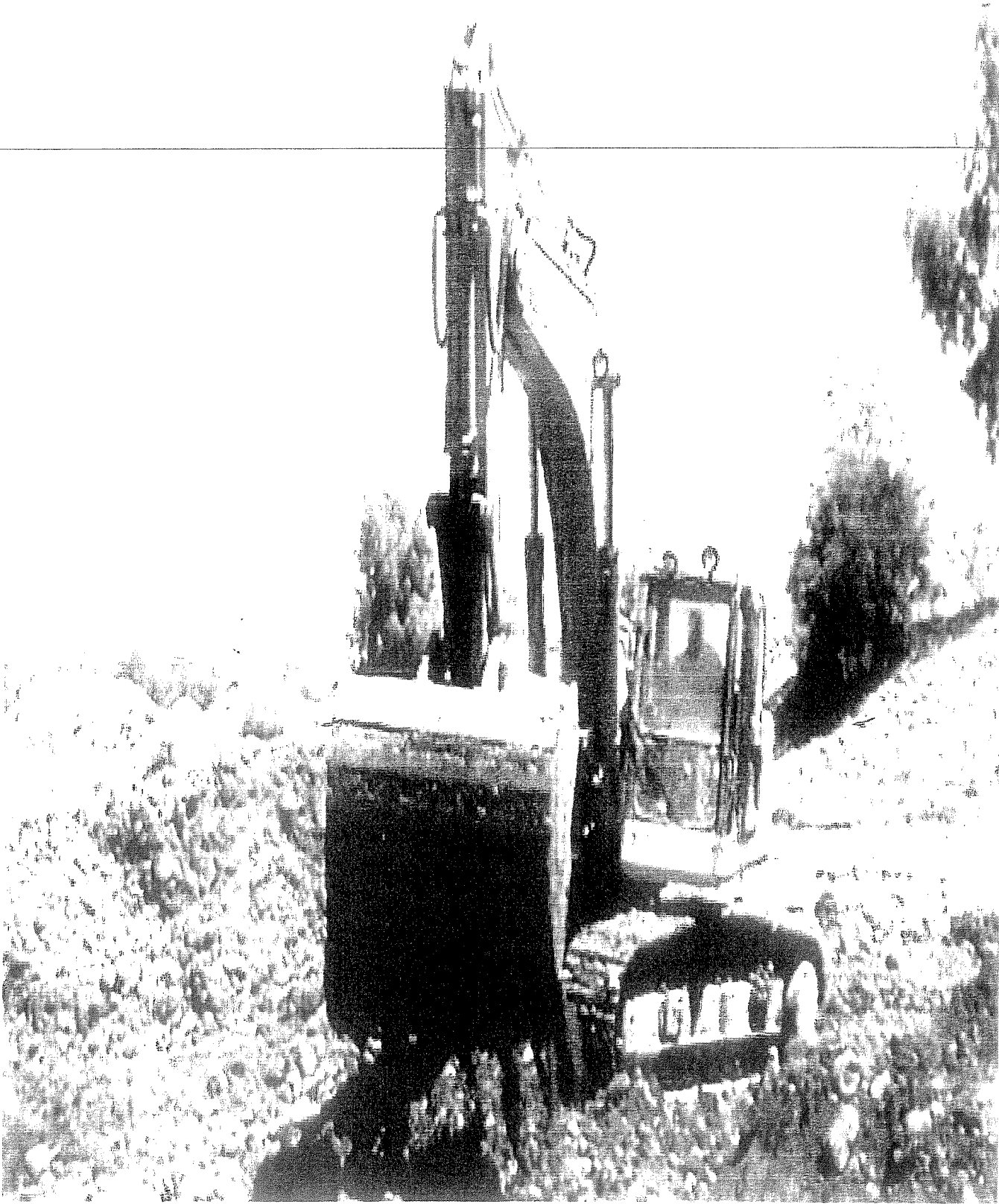
A handwritten signature in black ink, consisting of several overlapping, sweeping strokes that form a cursive, illegible name.

PHOTOES 1 BELOW SHOWS: TYPES OF EQUIPMENT ON SITE



Amos Jacob Davids

PHOTO 2 BELOW SHOWS: TYPES OF EQUIPMENT ON SITE



A handwritten signature in black ink, consisting of several overlapping, fluid strokes.

PHOTO 3 BELOW SHOWS: TYPES OF EQUIPMENT ON SITE



Amos Jacob Davids

A handwritten signature in black ink, consisting of several overlapping, fluid strokes that form a cursive name.

ENVIRONMENT

The area under application has been mined out as early as 1800 and no new environmental impacts are expected. None the less the main expected impact associated with the project would be as follows:

ANTICIPATED ENVIRONMENTAL IMPACTS

1. Air pollution, with the high volume of the earth moving equipments on site the increase of the dust fall out level is expected.
2. Land use, it will not be possible to allow the cattle to graze while the mining is in process, the area will be fenced off.
3. Vegetation, the substantial destruction of vegetation cover is expected, and as the project is near the river, some of the invader species will be destroyed and the native one will have to be conserved.
4. Visual, with large part of the mining area visible from the public gravel roads, the aesthetic impact will be negative while mining is in progress.
5. Water, due to the fact that the operation is taking place in the middle of an island, water will be impacted and it is anticipated that water will be coming up from the excavated pits. The remediation to the problem would be draining the affected area.



POSITIVE IMPACTS

Vegetation, topography and visual historically unrehabilitated mined out areas will be regenerated said on the above statement. The above-mentioned impacts will be managed as follows:

AIR POLLUTION

All roads will be sprayed with water at regular interval to ensure that dust is adequately suppressed on the mining area. The surface area and the machineries will be cleaned to prevent the accumulation of the dust.

LAND USE

Rehabilitation will be done to such an extent as to ensure that the land use reverts to its pre mining use as per the commitment of the miñer.

VEGETATION COVER

The plant and the backfilled pits area will be seeded with the natural mixture of the natural vegetation as is currently on the site. Management will also take responsibility to control the invader species such as the eucalyptus.

Amos Jacob Davids



THE FOLLOWING MEASURES WILL BE ADHERED TO:

- The plants will be uprooted, felled or cut off and can be destroyed.
 - Branches of the invasive will be used to protect the merging seedling to retain the soil moisture.
-
- All workers will have a strict instruction that any wood collection for fire is not allowed except where provided by the management.
 - Monitoring of the rehabilitation will be done every three months until mine closure.
 - Photos will be taken at three weeks interval to showcase the progress of the project. The importance of the photos will be that of indicating the situation on the site as the prospecting continuing.

VISUAL

The area will be backfilled to the satisfactory of the DME standards and the MPRDA. Topography will be restored to a mildly rolling landscape if not flat, this must be taken into account the already existing disturbed topography and the landscape of the Windsorton area.

CONCLUSION:

It is of the opinion of the permit holder Mr Amos Davids that through this document and the management of the actions that will take place as described in the EMPR that any impacts and fear of the IAPs could be modified.



A. DESCRIPTION OF THE DIFFERENT ENVIRONMENT

1. GEOLOGY

The bedrock consists of Ventersdorp larva and the stratified alluvial Dundee, which form part of the Sweetwater near the river. Gravel deposit is known as the rooikoppie, which is the residual of the calcrete basel. This has been worked extensively during the past 100 years.

1.1. Stratigraphy

The stratigraphy of the area between Windsorton and Deloportshoop is relatively simple. The bedrock consists of 2700 million years of Ventersdorp larvas overlain by Transvaal shales and dolomites. Prior to the karoo period the Vaal River cut a network of channels closely approximating the present flood plain. These channels were then utilised by the subsequent glaciers and finally filled with Dwyka tillites and shales. (Hano geologist, 2005)

Vaal River subsequently incised into these formation and the gravels (Rietputs formation) and large quantities of fine-grained sediments (Riverton formation). The area of interest that cover the southern portion of the island and the immediate surrounding area within the river contains gravels belonging to the Rietputs C formation. (Geologist Hano, 2005)

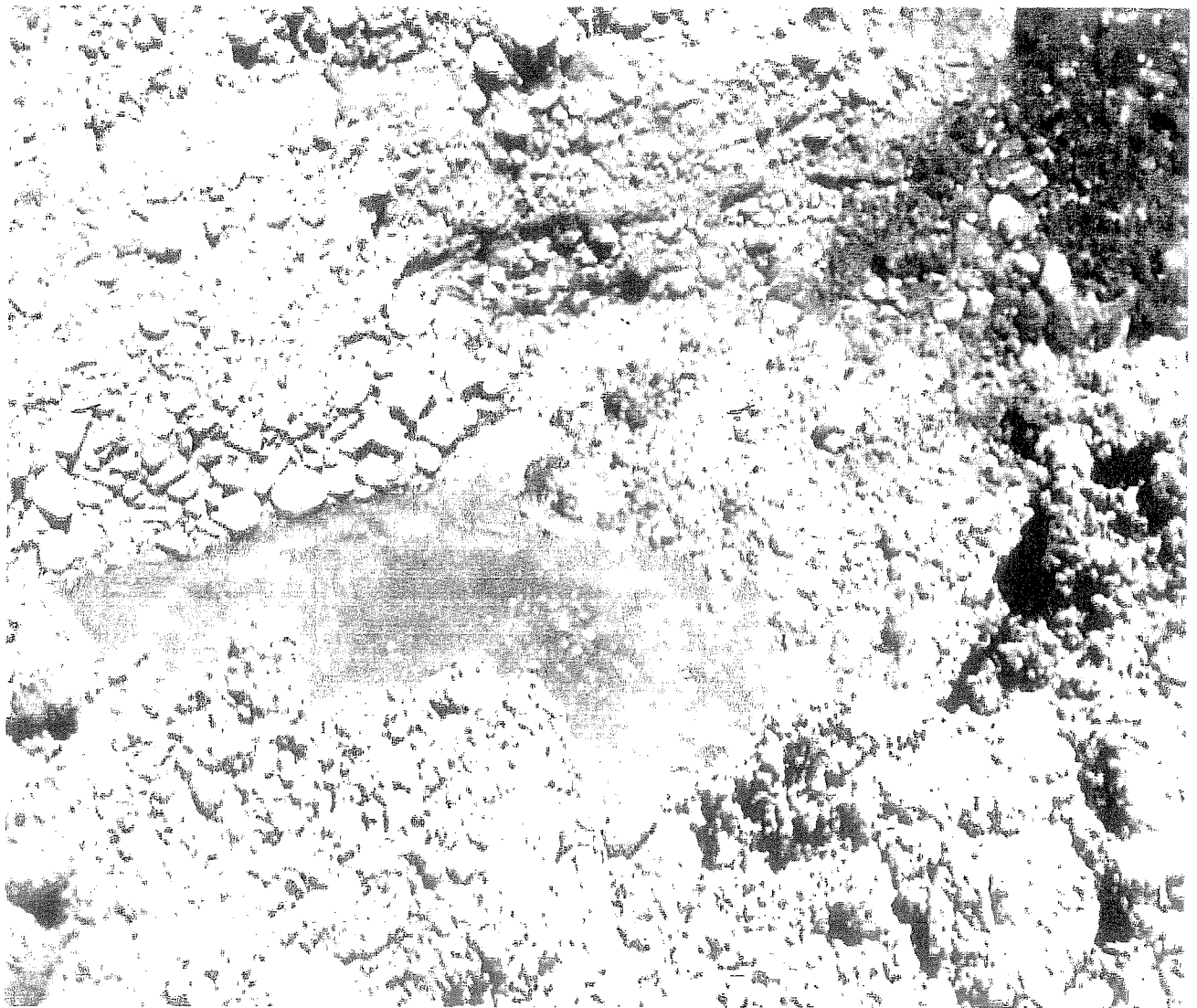
Amos Jacob Davids



1.2. Structural geology

A few thin 1-3 m thick eastern trenching where the gravel are reduced below the water level, the matrix colour are green grey-blue and the capping horizon is compacted with limonite and ferromanganese. Where the gravel are oxidised above the water table, the matrix colour are brown-red yellow and the capping horizon is compacted with carbonate, typically calcrete.

PHOTO 4: PEDOLOGICAL STRUCTURE



2. CLIMATE

2.1 Regional climate

The mine is located in the semi arid region, receiving on average about 250mm of rain in the west to 500mm on its eastern boundary. It is situated within the Windsorton communities. The rainfall is largely due to light showers to thunder storms falling in summer months October to march.

The peak of the rainy season is normally March or February. The summers are very hot with extreme cold winters. The nearest weather station to the mine is Kimberley weather station was data was received.

2.1.2 Average monthly and annual rainfall for the site and number of days per month with measureable precipitation.

The rainfall occurs mainly in summer, it is erratic and can be as high as 682mm per year, but also lower than 170mm. The average annual rainfall is 330mm(1970-2003). The rainfall is mostly derived from showers. The site is located inside the Vaal River and as such is not part of a greater catchments and sub-catchments.

The surface area of the part of the Island under application is approximately 5 135.00 hectares. Depending on the soil type, precipitation period and veldt type run runoff range between 6 and 13% of annual rainfall of 414mm will result in plus minus 2070m of runoff annually from the planned mining area.

Amos Jacob Davids



Table 1 below indicates: Average monthly rainfall data and number of days per month with precipitation.

MONTH	60 MINUTES	24 HOURS	24 HR IN 50 YRS	24 HR IN 100 YRS
JAN	35.8	57	65.1	73.8
FEB	70.1	82	58.9	66.5
MAR	63.7	67.8	72.1	81.4
APR	25.7	51.6	65.9	75.2
MAY	14.6	54.6	36.8	42.4
JUN	19.1	67.5	26	30.4
JUL	12	26.7	26.6	31
AUG	17	58.6	23.4	27.3
SEP	16.3	26.7	24.1	28
OCT	37.2	59.2	53.8	61.8
NOV	25.2	60.1	41.2	46.7
DEC	59.9	64.5	70.7	80.9

SOURCE: Directorate Climatology South African Weather Bureau Station
:0290468 KIMBERLEY:2003



2.1.3 Average monthly maximum and minimum temperatures.

Table 2: Average monthly maximum and minimum temperature.

MONTH	DAILY MAX° C	DAILY MIN °C
JAN	32.8	17.9
FEB	31	17.3
MAR	28.8	15.2
APR	24.8	10.9
MAY	21.4	6.5
JUN	18.2	3.2
JUL	18.8	2.8
AUG	21.3	4.9
SEP	25.5	8.9
OCT	27.8	11.9
NOV	30.2	14.6
DEC	32.1	16.6
TOTALS	26.1	10.9

SOURCE: Directorate Climatology South African Weather Bureau
 Station: 0290468 KIMBERLEY: 2000

Winter temperatures can be low as -3.9 C (Jun to Jul) and the summer temperatures can reach 42.2 with December, January, February and March being the warmest months.

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3. WIND

The prevailing wind sometimes only is from the east and the southwest but the strongest winds are from the northwest. The average wind speed is generally below 6.3m/s (Kimberley 01/01/1990).

4. HUMIDITY

The humidity of the prospecting area ranges from maximum of 97% to minimum of 7% throughout the year. The average humidity is about 60%.(source climatology South African Weather Bureau @2000)

4.1. AVERAGE MONTHLY EVAPORATION DATA

The average evaporation data to the prospecting area has been categorised in the following manner in mm”

January	365.6mm
February	279.1mm
March	235.8mm
April	169.1mm
May	135.1mm
June	108.6mm
July	130.1mm
August	181.0mm



September	252.6mm
October	314.9mm
November	345.5mm
December	378.6mm

Source: South Africa Weather Bureau: Station: 0290468-kimberley: 2000-2007.

4.2. INCIDENCE OF THE EXTREME WEATHER CONDITIONS

- Frost - the period during which frost can be expected lasts for about 120 days (May to August). With extreme minimum temperature to below -4°C at night in the winter, frost development can be severe.
- Droughts - they are common and may vary from mild to severe. During these periods dust storms occur, depending mainly on denudation of the surface.
- Wind – high wind are unusual but when they do occur can uproot trees and take off roofs.

5. TOPOGRAPHY

The mining area consists of a terrace drained by mainly one perennial drainage line. The drainage lies on the maximum height of 1047m above sea level. The boundary of the prospecting activity is about 100 m from the Vaal River.

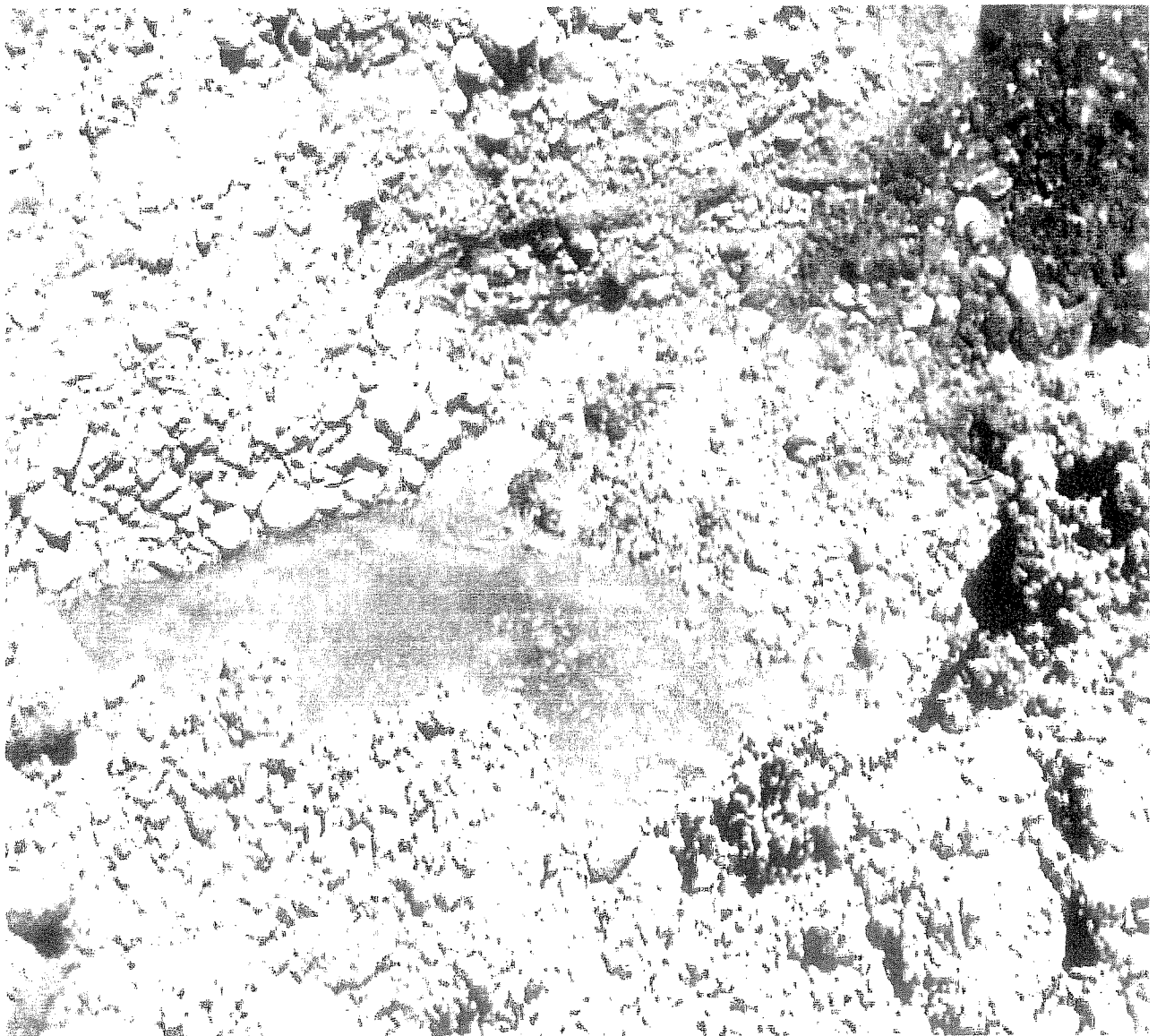
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6. SOIL

The type of soil found in the prospecting area is dominantly of the stratified alluvial Dundee form and the Sweetwater form near the river which grade into the mispah form where topsoil is less than 100 meters thick

PHOTO 5. TYPE OF DIFFERENT SOIL PROFILE.



A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke.

6.1. SOIL FERTILITY

The soil fertility of the area has low phosphate content of 3 mg/kg. The moderate carbon content of 0.86% leads to a moderate nitrogen concentration of 9.5mg/kg for nitrate.

7. NATURAL VEGETATION

The area is characterised by two habitat namely: the riverine which comprised by the *Rhus lancea*, closed woodland, which is very disturbed and already mined out. It is associated with rocky habitat of the Vaal River. The trees are *Rhus lancea* (karee), *Acacia karoo* (sweet thorn), *Acacia tortillas* (umbrella thorn), and *Ziziphus mucronata* (buffalo thorn).

~~Shurbs~~ found on the area are *Diospyros lyciodes* (star apple).

Grasses: *cynodon dactylon* (couch grass), *cenchrus ciliaris* (foxtail buffalo grass), *aristida congesta* susp. *Barbicollis* (spreading three-awn), *eragrost lehmanniana* (lehmann's love grass) and *primates australis* (common reed).

Forbs: *asclepias fruiticosa* (milkweed) and *cyperus* species

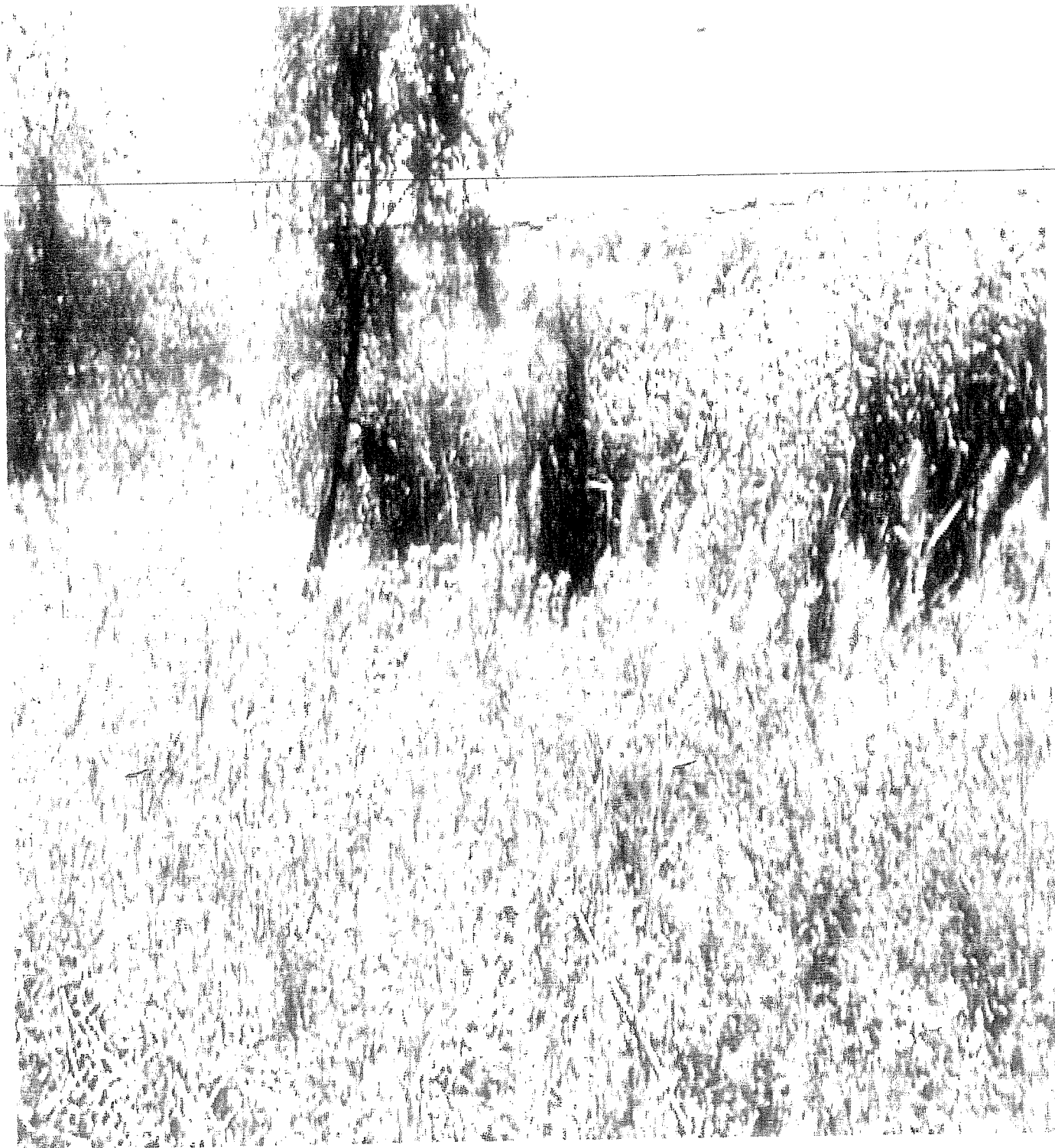


PHOTO 6. VEGETATION COVER



A large, stylized signature or scribble, consisting of several overlapping, curved lines that form a complex, abstract shape. It is located in the bottom right corner of the page.

PHOTO 7. VEGETATION COVER OF THE AREA.



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A handwritten signature in black ink, consisting of several overlapping, fluid strokes that form a stylized representation of the name 'Amos Jacob Davids'.

7.1. ENDANGERED, RARE AND ENDEMIC PLANT SPECIES

There was no endemic, rare and endangered plant species recorded. Following a day walking in the area doing the survey, no such plant species were seen.

7.2. INVADER OR EXOTIC PLANT SPECIES

The ~~number~~ of invader or exotic species present namely:

~~Eucalyptus~~ camaldulesis (river red gum), nicotiana glauca (wild tobacco), schinus molle (pepper tree), prosopis glandulosa (honey mesquite), tamarix ramosissima (pink tamarisk), argemone ochroleuca (Mexican poppy), datura stramonium (thorn apple shrub), tagetes minuta (khaki weed), flaveria bidentis (smelter's bush), xanthium spinosum (spiny cocklebur), cirsium vulgare (scotch thistle), salsola kali (Russian tumble weed), echinopsis spachiana (torch cartus), paspalum dilatatum (common paspalum grass) and the water fern myriophyllum aquaticum (parrot's feather). B. Prosopis glandulosa sparse woodland

PHOTO 5: INVADER OR EXOTIC PLANT SPECIES



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A handwritten signature in black ink, consisting of several loops and a long horizontal stroke.

8. WATER SURFACE

As the mine is located on the island in the Vaal River all surface drainage and flow is directed into the river (fig.2). As almost all the water needs of the area are satisfied by water abstraction out of the Vaal River, none of the nearby farms have built any dams.

The mine fall into the tertiary area C91D- part of the lower Vaal management area. The catchments drainage can be seen in fig 4 of the scooping report.

The surface run-off the island that reaches the Vaal River flows in the southern direction to Barkley west over distance of plus minus 35km. There it turns west over a distance of 20km to Delpportshoop. After two sharp horseshoes turns (the harts river joins the Vaal river on the first bend) the river flows in a southwesterly direction over a distance of almost 90km to Douglas where it meets the water of the Orange River.

8.1 FLOOD LINES

From historical data provided by Dwaf-kimberley and numerous floodline investigations along the Vaal river by the writer it is known that during a 1 in 50 year storm event the Vaal river is expected to rise by an everage of 5 meters. The 1:50 year floodline is indicated on fig 5. during a 1:100 year storm event it is estimated that the river height can rise as much as 10-12 meters ,but anything above 8m will constitute a 1:200year flood event.

8.2.WATER QUALITY

Water sample were taken on both sides of the island and inside an old pit inside the floodline of the river. An historical sample taken on 30 october 2003 near winsorton is



also included for reference purposes. The chemical results of these samples are indicated in table 3.

Table 3: chemical water quality of surface water

Analyte Mg/1	Vaal river Windsorton upstream	Main channel eastern side	Small channel western side	Open pit in river- mined
Alkalinity (p)	1.5	6.7	0	0
Alkalinity total	137	130	130	160
calcium	49	50	50	42
chlorine	62	100	100	100
conductivity	79	97	97	95
Total hardness	258	280	280	270
ion		0.04	0.04	0.07
magnesium	33	38	37	40
manganese		0	0	0.02
nitrate	<2.9	<1.9	<1.9	<1.9
Ph	8.1	8.8	8.4	7.5
potassium	10.2	17	17	20
sodium	70	100	100	99
<u>sulphate</u>	198	230	260	200
<u>Suspended solids</u>		<18	<18	<18

The water quality in the Vaal river based on the piper diagram (fig 6) indicates that the water in the Vaal river to be recent water with a low salinity moving towards a stagnant character due to the high sulphate content. The high sulphate content of the water in the Vaal raises concern and could reflect a high salt load that the river is currently receiving.

The durov and expanded durov diagrams (7&8) also indicates these four samples to be from the same source and have the same chemical character namely magnesium – sulphate character. This is typical of seepage water from sedimentary gravel deposits and might indicate the impact that all the mining activity along the Vaal River

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is having on its water quality. The sodium absorption ratio diagram (fig 9) indicates the potential risk of using the water from the Vaal River for irrigation purposes, namely there is a low risk of inducing saline conditions but a high risk to the formation of infiltration reducing surface seals in the soil.

It therefore seems that the water found in this part of the Vaal River is recent/young water that is fresh with a low salinity, but it is mixed with the older water giving it a biased toward a stagnant character.

8.4 CLASSIFICATION OF THE WATERCOURSE

The mine falls in the tertiary drainage area c91d- part of the lower Vaal management area. The ecological importance and sensitivity (eis) of the catchments is classified as moderate under the reserve and resource class determination of DWAF-ref 28/3/3/147 .the ecological reserve category (pesc) has been determined to be in march 2007.

8.5 NORMAL DRY-OFF

During the dry season (April to august) the demand for water is low and between 15 and 53 million cubic meter flows through this part of the Vaal river per month. During February as much as 190 million cubic meter of water is released is the water.

No surface run-off can be found in catchments area during the dry seasons.

8.6. WATER USE

The numerous alluvial mining operators in Windsorton municipality and farmers for crop irrigation schemes are making substantial use of surface water from the Vaal River around Windsorton. Water abstraction out of the Vaal River for the mining operation of the island will also take place.



Total water abstraction volume out the Vaal River in and around Windsorton is estimated to be between 130000m³ and 200000m³ per month.

8.7 GROUND WATER

8.7.1 Ground water depth

On the island the ground water table will correlate with the surface level of the Vaal River between 1 and 8m below surface.

8.7.2 Groundwater quantity

The contribution of the stream to groundwater recharge is not known but will be limited as the bedrock is normally competent impermeable lava's or shale.

The contribution of the groundwater from the shallow primary aquifer (gravel and sand beds) to surface water in the river is estimated to be between 2.5% and 5% of the rainfall as recharge to groundwater aquifers are normally between 8% and 12% of total rainfall.


8.7.3 Groundwater quality

There are no boreholes on the island but it is highly likely that any shallow boreholes drilled will reflect the same water quality as discussed in section 3.3.2 of this document.

8.7.4 Groundwater use

Due to the proximity of the Vaal river, water use in area is limited to supplying potable water and other domestic uses for the farms and prospecting operations. Some ground water is used for life stock watering. Prospecting operation will make no use of groundwater.

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8.7.5. Processed water quality

The processed water and mine residue deposits will form part of a closed dirty water system and will not be allowed back in the Vaal River. Any run-off water from the mining area will be contained in a closed dirty water system through a 2m high berm and trench (see technical design in annexure 3). In part this is to comply with the requirement standards as prescribed in government notice no 991 of 18 may 1984, but also to prevent any erosion to the riverbanks or riparian zone.

9. Air quality

To establish a baseline for the mine a full dust (fall-out and nuisance) and noise survey was done on the planned mining area and the results of this investigation can be found in annexure 4

10. Areas of cultural-historical or archaeological interest

Dr peter Beaumont of the McGregor museum in Kimberley undertook an assessment of the archaeological sensitivity of the planned mine area (annexure 5). According to this survey the area is potentially very sensitive due to the occurrence of the fauresmith Stone Age deposits found a few hundred meters upstream from the planned mining area (photo plate 2). Although the fauresmith deposit has not been identified on the planned mining area itself the recommendation and management guidelines as described in this report must be strictly enforced.

10.1 Sensitive landscapes

Sensitive environments" that have statutory protection are the following:

- 1.limited development areas (section 23 of the environment conservation act, 1989 (act 73 of 1989).
2. Protected natural environment and national heritage sites.
- 3.national, provincial, municipal and private nature reserves.



- 4.conservation areas and sites of conservation significance.
 - 5.national monuments and gardens of remembrance.
 - 6.archaeological and palaeological sites.
 - 7.graves and burial sites.
 - 8.lake areas, offshore islands and the admiralty reserve.
 - 9.estuaries, lagoons, wetlands and lakes.
 - 10.streames and river channels, and their banks
-
- 11.dunes and beaches.
 - 12.caves and sites of geological significance.
 - 13.battle and burial site.
 - 14.habitat and / or breeding sites of red data book species.
 - 15.area or sites of outstanding natural beauty.
 - 16Areas or sites of special scientific interest.
 - 17.areas or sites of special social, cultural or historical interest.
 - 18.declared national heritage sites.
 - 19.mountain catchments areas.
 - 20.area with eco-tourism potential.

The whole planned prospecting area classified as a sensitive environment (point 10,streams and river channel, and their banks.) that has statutory protection. A separate section 21(c) & (i) application to alter the beds, bank, course or characteristics of a watercourse will be submitted to dwarf as part of the environmental investigation and authorization process.

It is also possible that during the mining phase it might become evident that the area can be classified as an archaeological sensitive site (due to the fauresmith stone tool deposit) and that an excavation permit will have to be obtained from Mary Leslie at SAHRA in Cape Town. It is not anticipated that this will influence the mining operation in any other way than allowing an archaeologist to visit, sample and log the mined material.

Table No 4. Below: Matrix system

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ENVIRONMENT	SIGNIFICANCE	CERTAINTY	DURATION	MAGNITUDE	MITIGATION
Geology	Very low negative	Very low negative	Long	Site	Backfilling of material
Climate	No effect	No effect	Long	Site	No action
Topography	High negative	Very low negative	Long	Site	Backfilling of material
Soil	Low negative	Low negative to positive	Long	Site	Backfilling of material
Land capability	Low negative	Low positive	Long	Site	Backfilling of material
Vegetation	Moderate negative	Low negative	Medium	Site	Backfilling of material
Animals	Low negative	Very low negative	Medium	Site	Backfilling of material
Ground water	No effect	No effect	Medium	Local	Backfilling of material
Dust and noise	Low negative	Very low negative	Medium	Local	Backfilling of material
Sensitive environment	High negative	Low negative	Long	Site	Backfilling of material
Social economic	High negative	High positive	Medium	Site	



11. EIA MATRIX

The following terms of reference will be used during the impact assessment

The Significance rating scale is as follows:

Very high

The highest order possible within the bounds of impacts, which could occur. In the case of negative impacts there would be no possible mitigation and/or remedial activity to offset the impact at the spatial or time scale for which it was predicted. In the case of positive impact there is no real alternative to achieving the benefit.


High

Impact of substantial order. The case of negative impacts, mitigation and/or remedial activity would be feasible but difficult, expensive, Time-consuming or some combination of these. In the case of cumulative impacts.

Cumulative impact

The cumulative impact of mining activity from the surrounding area will have a very high negative impact on the environment if the relevant management guidelines and mitigation measures are not implemented. This will especially be true if uncontrolled

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mining takes place within the flood lines of the Vaal River and large volumes of sand and silt are mobilized into the river. The loss of information from the destruction of fauresmith stone tool deposit, due to a lack of monitoring, will also be an immense loss to the archaeological community.

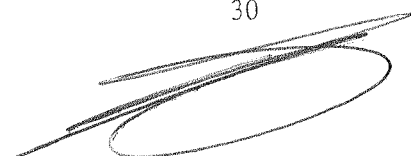
THE ENVIRONMENT LIKELY TO BE AFFECTED BY ALTERNATIVE LAND USE OR DEVELOPMENT

12. Land use or development alternatives

The property/island has on numerous occasions been authorized for mining land use during the past decade – the last application being the current applicant (dme ref nc5/2/2/2244). The island can still be developing into a leisure resort although it is unlikely that this will be economically viable. This will completely and permanently alter the natural environment and the land use of the island with permanent structures not being aesthetically pleasing. A better alternative would be a protected nature sanctuary for animals and birds. Although the current state of the island would not suite this land end use vision of A&J mining.

13. Location alternative

There are no potential location alternatives for the mining operation as the diamonds are only found in site- specific places in and along the river. The mine processing area itself could be located on the land (not the island) out side the



1:50 year flood line on the island will have to be located on the dry land on the western banks of the Vaal River.

14. Alternative mining methods

The mining method of open trenches with continues backfilling is the only economic viable method currently being used by the alluvial diamond fraternity. Only the final recovery can be upgraded from grease tables to a sortex or flow sort. The pan plant processing system can also be replaced with a dense medium separation system.

Any process alternatives will have the same magnitude and duration of impact.

15. Scheduling or input alternatives

No scheduling or input alternatives could be identified as the economic success of the mining operations depends on the establishment of the mining infrastructure as soon as a mining right is obtained.

C. PUBLIC PARTICIPATION PROCESS

As part of the current application the surrounding landowners and the surrounding communities were contacted by phone, fax and by personal visits and informed by the planned prospecting operation. A request for any comments, concerns or objections was requested but no official feedback was received.

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TABLE 5: INTERESTED AND AFFECTED PARTIES (IAP's)

Authorities	Comments or issues raised
DME	Standard EMP is outdated and EMPR must be submitted in order to comply with MPRDA
DWAF	Prospecting on an island, NWA must be adhered to.
NDA	CERA, management of agricultural land.
DTEC	NEMA, pollution measures
SAHRA	AIS, archeological faects

D. MANAGEMENT, MONITORING AND MITIGATORY MEASURES PROPOSED ENVIRONMENTAL MANAGEMENT PROGRAMME

The significant impacts that were identified during the assessment time will be managed during the operational and closing phases and all rehabilitation will be done concurrently with the prospecting activities. This will be in line with the provisions of the Mineral and Petroleum Resources Development Act (MPRDA, 2002).

16. GEOLOGY

Mitigate Measure

- All the slimes materials will be backfilled only to the maximum depth of the original gravel beds found on the specific site
- All the residues will be backfilled into the open pits back to their depth.

- Soils according to their grades will be backfilled separately and the growth medium will be the last to be spread over for the plants to grow.

17. TOPOGRAPHY

Mitigate Measure

- All temporary structures like the plant; containers and the topsoil stockpiling will be removed during the decommissioning phase, the area ripped to a depth of the acceptable depth.
- All waste rocks will be removed on an ongoing basis.
- All prospecting materials will be backfilled in to the open pits as to reflect a pre-prospecting topography. No hill and valley contouring that can create a small catchments area without a natural drainage outlet will be formed.

18. SOIL


Mitigate Measure

- Topsoil will be stockpiled separately near the pits, then followed by the subsoil.
- The growth medium will be used during the rehabilitation of the prospecting site.
- If any soil will be contaminated during the operation, it will be removed together with the industrial waste to the recognised facility. No contaminated soil will be treated on site.
- Erosion control in the form of vegetation and contouring of slopes will be implemented on mined out area.
- Vehicle movement will be confined to established roads (no braiding allowed) as to prevent the disturbance and compaction of soil.

19. WASTE SITE AREAS

- All industrial waste will be classified according to their type.

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- Oil, grease and hydraulic fluids and diesel spills will be cleaned up immediately by removing all contaminated soils and disposing thereof in the bin.
- All domestic waste generated on site will be separated from the industrial waste whereby the domestic will be disposed off onto trenches excavated. The domestic waste will be located in an old disturbed area and be subject to the guidelines of the Department of Water Affairs and Forestry.
- There will be a standard penalty enforced by the mine manager or consultation to any person that dumps waste outside any of the above-mentioned waste areas.
- All hazardous waste will be stored in a suitable covered receptacle on the industrial waste site.

20. WORKSHOPS OR ADMINI BUILDINGS

1. The vehicle maintenance area and secured storage areas will be located outside the flood plain, above the 1 in 100 year flood level mark and within the boundaries of the mining area.
2. The storage container/building will be securely fenced and all the hazardous Substances and stock such as diesel, oil, detergents, gas e.c.t, will be stored in it. All equipment and spares will be stored in this container/building.
3. The workshop and washing bay will each have separate sump, as described in Annexure 3, to contain any oil or diesel or hydraulic substances.
4. Any fuel tanks will be contained with in a retaining wall in case of diesel spill. The design capacity of the retainer wall for these tanks will be such that it can contain at least 1.5 times the capacity of each tank or a two-hour rainfall storm event all refuelling will take place over drip pans.



21. LAND CAPABILITY

The expected land capability after mine closure will be the same as the pre-mining land capability namely grazing with an arable potential in those areas with a topsoil profile deeper than 1.5m.

Management action

- All management action will be directed to prevent any changed in the land capability by limiting all unnecessary surface disturbances. Mining activities will only take place within the designated area of each site.
- The open pits will be subjected to progressive backfilling and no permanent waste dumps will be established or left on the surface. All structures (dumps or wasted material) will be removed down to the natural surface area.
- Final rehabilitation, through a process of reclamation, reseeding and the removal of erosion gullies and invader plants, will result in the restoration of the mined- and impacted areas land capability.

22. SURFACE REHABILITATION

- The environment will be cared so that a stable and self-sustaining rehabilitated surface is created and surface impact be minimised.
- The maintenance of equipment breakdown used for any purpose during the prospecting will only take place within the maintenance yard or service area.

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- If any equipment break down inside the yard the following measures will be taken: drip pans will be placed at all points where the oil can drip inside. No equipment will be serviced outside the fenced off area.
 - All the pollution control measures as described earlier on in this report will be implemented and the independence consultant will make sure that any deviation from this report is reported and measures are adhered to.
-

23. The legitimate ground water users

1. The full legal requires of the Government Notice No.704, aimed at protecting the water resources, as described in the operational guideline document No.M6.1 from Department of Water Affairs and Forestry will be followed and adhered to.
2. Management of water consumption will limit the amount of water being used for processing purposes and improve the degree of water recycling.
3. Maintaining a clean and dirty water system and operating waste sites according to DWAF minimum requirements will protect the rights of the surrounding surface owners to clean ground and surface water.

24. AIR QUALITY

MANAGEMENT ACTION

1. All disturbed and the exposed area will be vegetated as soon as the prospecting activities are through.
2. The surface area and machinery of the plant will be regularly cleaned to prevent the accumulation of dust.
3. All roads will be sprayed with water at regular intervals to ensure that dust is adequately suppressed on the prospecting plant area.



25. NOISE

MANAGEMENT ACTION

1. Hearing protection will be provided to the workers.
2. The management objective will be reduced to the any level of noise, shock and ~~lighting that may have any that which an effect on persons or animals, both inside~~ the prospecting area and that may migrate outside the area.

26. MECHANICAL ACTIONS

1. All mechanical equipment will be in good working conditions and vehicle will adhere to relevant noise requirement of the Road Traffic Act.
2. Where necessary appropriate lubricants will be applied to ensure that surface which interacts during the mechanical movement, do not generate undesirable noise level.

27. SCREENING CONTROL

1. Appropriate measures will be specifically be installed or employed at the plant to act as screen and reduce the noise.
2. Appropriate non-metallic washers will be used with any joining apparatus to join screens such as corrugated iron to other structures and to each other.

28. SENSITIVE LANDSCAPES

1. Graves, burial sites, Archaeological and palaeontological sites, Areas of special scientific interest:

Where prospecting is contemplated on the above-mentioned sites, permit has already been obtained from SAHRA.

29. Streams, river channel and riverbanks.

Since this project is operating from the sensitive area, which is the island, relevant documentations, has been approved for this operation to continue. The first one is the approval for the DWAF, which stipulated that the operation should take place 100 meters away from the river. The second one is the prospecting right that has been granted from the DME, which also state that any mining and / prospecting activity should take place in the more reasonable manner and concurrent rehabilitation should take place.

E. VISUAL ASPECTS

30.1. VISIBILITY OF THE MINE FROM THE EXISTING ROADS

Mining site is lowly visible from the tertiary gravel road but not from the tarred road.

30.2. VISIBILITY OF MINE FROM THE RESIDENTIAL AREA

The mine is lowly visible from the residential area but does not have a negative impact or eye sore.

30.3. VISIBILITY OF DUST BEING GENERATED.

Dust that will be generated will be moderately visible from the prospecting area only as is located on the high laying terrace that will even be visible from the northern side of the Vaal River.

30.4. VISIBILITY OF THE MINE FROM TOURIST ROUTES

The mine is not located on any tourist route and will not be visible to the average tourist.



F. SOCIO ECONOMIC STRUCTURE OF THE REGION

(a). Population density, growth and location

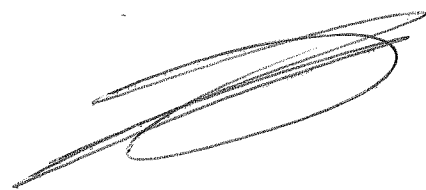
Northern Cape Province is the largest province and it covers 29,7% of South Africa by the area, but have only 2% of the total population (840 000 census 96), of which 71.7% lives in urban areas and 28.3% in rural areas. The Northern Cape has 49,1males and 50.9 females gender ratio. Kimberley is the provincial capital of the Northern Cape with an average life expectancy at birth of 62.7 years compared to the lowest of 59.7 years in the North West and the highest in the Western Cape of 67.7 years.

About 33% of the Northern Cape 's population are African/ Black, 52% are coloured, 0.3% are Indian/Asian and 13% are White. The province's colored community is the largest as compared to that of the Western Cape. Among people aged 20 years and above have no schooling at all, whilst more than 20% have some primary education.

Only 5.8% of the province' s people have tertiary qualifications. More than 11% have matric, almost 31% have had some secondary education and around 9% have completed their primary education. Amos David's mine is located in the Barkly West Magisterial District, in the Kimberley District Council that have 3 communities (Gong Gong, Longlands and Delportshoop).

(b). Major economic activities and sources of employment

Most of the areas rural population is employed in the agriculture as farm workers as well as on the alluvial diamond mines along the Vaal River. A small amount of workers find employment in the retail and light industries in Barkly West and Kimberley.



(c). Estimated unemployment

Although there is no real influx of unskilled workers in the area, the unemployment rate rises every year and is estimated to be as high as 30% for men and 60% of women. The South Africa 's official unemployment is currently at 36%.

(d). Housing demand and availability

No houses will be built on the mining area and the majority of workers are from the nearby Hebron Park and Kutlwanong location.

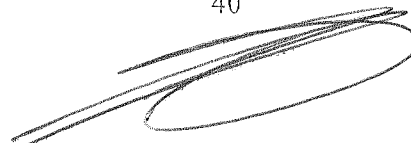
(e). Social infrastructure (schools, hospitals, sport and recreation facilities, shops, police and civil administration.

There will be no social infrastructure constructed on the premises. The entire normal infrastructure can be found in the nearby Windsorton Town.

G.CULTURAL IMPACTS

Dr Peter Beaumont of the McGregor museum in Kimberley undertook an assessment of the archaeological sensitivity of the prospecting area. According to this survey the area is potentially very sensitive due to the occurrence of the fauresmith Stone Age deposits found a few hundred meters upstream from the prospecting area.

Although the fauresmith deposit has not been identified on the planned prospecting area itself the recommendation and management guidelines as described in this report must be strictly enforced.



H.FINAL REHAIBILITATION OF THE ALLUVIAL DIGGINGS, FINAL VOIDS AND ROADS

After backfilling the open pits with the waste material, subsoil and topsoil has been completed, the surface will be ripped or ploughed to a depth of at least 250 mm. The ~~growth medium previously stored adjacent to the site will be distributed evenly to its~~ original depth and over the entire area.

All the roads and old stockpiles footprint will be ripped off and ploughed.

I. FINANCIAL PROVISION

Financial provision for rehabilitation of land disturbed by prospecting has already been paid in the form of a bank guarantee to the value of R100 000-00. The-rehabilitation cost will be annually audited and the financial guarantee adjusted accordingly.

Amos Jacob Davids



J. APPROVAL

Approved in terms of Section 39(4) of the Mineral and Petroleum Resources Development Act,
2002 (Act 29 of 2002)

Signed at.....this.....day of.....20.....

.....
REGIONAL MANAGER

REGION:.....

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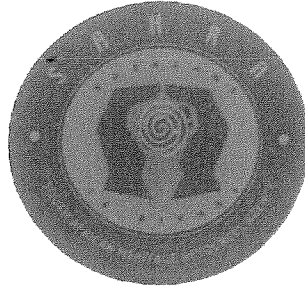


**COMMENTS
FROM SAHRA.**

**(SOUTH AFRICAN
HERITAGE
RESOURCES
AGENCY)**

**SEE ATTACHED
REPORT)**





**SOUTH AFRICAN HERITAGE
RESOURCES AGENCY**

111 HARRINGTON STREET, CAPE TOWN, 8000
PO BOX 4637, CAPE TOWN, 8000
TEL: (021) 462 4502 FAX: (021) 462 4509

DATE: 30 May 2007
ENQUIRIES: Ms Mary Leslie
Archaeology, Palaeontology and Meteorite Unit
E-mail: mleslie@sahra.org.za
Web site: www.sahra.org.za

YOUR REF: NC 6/2/2242 EM
OUR REF: 9/2/008/0001

Amos Jacob Davids
PO Box 3039
Windsorton
8510

Dear Sir/Madam

**REQUEST FOR HERITAGE IMPACT ASSESSMENT IN RESPECT OF AN
APPLICATION THE APPROVAL OF THE ENVIRONMENTAL
MANAGEMENT PROGRAMME FOR CONVERSION OF OLD ODER
PROSPECTING RIGHT ON ERF 1 WINDSORTON (ISLAND) SITUATED IN
THE MAGISTERIAL DISTRICT OF BARKLEY WEST, NORTHERN CAPE
REGION**

We have received notification of your application for an environmental management plan for the above property.

In terms of the National Heritage Resources Act, no 25 of 1999, heritage resources, including archaeological or palaeontological sites over 100 years old, graves older than 60 years, structures older than 60 years are protected. They may not be disturbed without a permit from the relevant heritage resources authority. This means that before such sites are disturbed by development it is incumbent on the developer (or mine) to ensure that a **Heritage Impact Assessment** is done. This must include the archaeological component (Phase 1) any other applicable heritage components. Appropriate (Phase 2) mitigation, which involves recording, sampling and dating sites that are to be destroyed, must be done as required.

In your application received by SAHRA there was no indication of an assessment of the archaeological resources. The quickest process to follow for the archaeological

component would be to contract an accredited specialist (see attached accreditation lists) to provide a Phase 1 Archaeological Impact Assessment Report. This must be done before any large scale trenching or mining take place (SAHRA will expect a copy of the annual report received by DME to indicate that trenching/mining has not impacted the area). This must be done before any large development takes place.

The Phase 1 Impact Assessment Report will identify the archaeological sites and assess their significance. It should also make recommendations (as indicated in section 38) about the process to be followed. For example, there may need to be a mitigation phase (Phase 2) where the specialist will collect or excavate material and date the site. At the end of the process the heritage authority may give permission for destruction of the sites.

If the property is very small or disturbed and there is no significant site the specialist may choose to send a letter to the heritage authority to indicate that there is no necessity for any further assessment. If the initial phase development is a desktop phase that does not include full scale mining or even trenching SAHRA may accept postponement of the full Heritage Impact Process. The full process however must however be done before any trenching or mining.

If the initial phase involves drilling SAHRA may accept postponement of the full Impact Assessment but may require a letter from a specialist. Again the full process must be undertaken before trenching and mining.

Where bedrock is to be affected, or where there are coastal sediments, or marine or river terraces and in potentially fossiliferous superficial deposits, a Palaeontological Desk Top study must be undertaken to assess whether or not the development will impact upon palaeontological resources - or at least a letter of exemption from a Palaeontologist is needed to indicate that this is unnecessary. If the area is deemed sensitive, a full Phase 1 Palaeontological Impact Assessment will be required and if necessary a Phase 2 rescue operation might be necessary. (See attached list of accredited Palaeontologists).

Any other heritage resources that may be impacted such as built structures over 60 years old, sites of cultural significance associated with oral histories, burial grounds and graves, graves of victims of conflict, and cultural landscapes or viewsapes must also be assessed.

Attached please find a list of accredited archaeological and palaeontological specialists who may be contacted to undertake the necessary archaeological or palaeontological impact assessments.

Yours sincerely



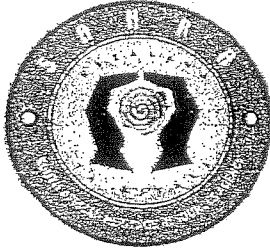
PP Mary Leslie

SAHRA: Archaeology, Palaeontology and Meteorite Unit
For: CHIEF EXECUTIVE OFFICE

Copy: SAHRA Northern Cape Office
Copy: PHRA Northern Cape Office

Appendices: List of accredited Archaeologists and CRM details
List of accredited Palaeontologists and Mining Pamphlet





SOUTH AFRICAN HERITAGE
RESOURCES AGENCY

111 HARRINGTON STREET, CAPE TOWN, 8001
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ASSESSMENT AND MITIGATION OF ARCHAEOLOGICAL AND PALAEOONTOLOGICAL HERITAGE RESOURCES AS PREREQUISITES FOR MINING AND PROSPECTING

Introduction

This pamphlet is designed by the South African Heritage Resources Agency to advise miners and prospectors of the process required to comply with the National Heritage Resources Act, Act No. 25 of 1999. In this way, miners and mining authorities will work closely with heritage resources authorities and play an active role in conserving a part of the rich evidence of our common past.

Heritage resources include cultural and natural elements in our landscapes. Cultural elements are historical and archaeological sites where people have lived, the artefacts and buildings they left behind, as well as their graves and shipwrecks. Even natural elements may have had cultural significance in our environment as part of past 'cultural landscapes'. Heritage resources also include natural elements such as palaeontological fossil remains of ancient plants and animals. All heritage protected by the legislation should be assessed, including structures older than 60 years, graves older than 60 years, intangible heritage (oral history and indigenous knowledge systems), geological sites of cultural and scientific significance, and so on.

Archaeological Sites

Archaeological sites have international significance for the important evidence they preserve that tells us about the settlement of people in this country that goes back more than 2 million years in South Africa. Our archaeological sites may have evidence that gives us a window into our past history that has been preserved nowhere else in the world. The evidence is lost when the context of the artefacts in these sites is disturbed and we lose another opportunity to learn about that period of our past.


Almost every part of the landscape has tangible evidence of past people or intangible heritage about places that are of special significance to people. Some regions may be more sensitive than others. Rivers and water sources, for example, were a focus of past human activity, and high densities of archaeological traces are often found nearby. Evidence of past climate change may be preserved at such sites. Other features in the environment, such as caves, hills, concentrations of natural resources, and so on, may also have been draw cards for people in the past.

All superficial mining is likely to impact in one way or another on archaeological sites and impact assessments are required before any disturbance of the landscape.

Underwater Cultural Heritage

Shipwrecks are protected with other archaeological remains and they are vulnerable to coastal mining development, including diamond and other underwater mining, harbour dredging, jetty construction, underwater blasting and pipeline construction. Commercial marine developers should therefore seek informed advice on the possible cultural and maritime archaeological impact of their proposed developments at the earliest opportunity.

- report is required or supply a letter for the heritage resources authority indicating that this is not required.
- If there are any other heritage resources then the appropriate specialist must be contracted. For example, 60-year-old buildings are protected by the legislation too and must be assessed by appropriate heritage practitioners before they are altered or destroyed.
2. The specialist(s) will produce a Phase 1 Impact Assessment Report that will identify any sites or heritage resources, record their location, describe them, assess their significance and make recommendations as to the procedure to be followed.
- In the case of archaeological sites, most are simply well recorded and documented at the Phase 1 stage. For sites of 'medium' significance, the specialist may recommend a Phase 2 mitigation (taking a representative sample for analysis and dating). For sites of 'high' significance, which are relatively rare, the recommendation may be that the sites must be conserved.
 - If any graves older than 60 years are located, this would be the best time to decide whether the development should work around the graves or whether to prepare a report and permit application to SAHRA requesting relocation of the graves, which would begin the required 60-day public consultation period.
 - In the case of maritime development, if historical shipwreck material is identified and may be negatively impacted by the development, the developer may either change the position of the development to avoid impacting on the site, or hire a professional maritime archaeologist to mitigate the damage.
 - In the case of important fossil occurrences, the specialist will describe any sites or fossil-bearing units found and assess their significance adequate opportunity to document and collect fossil material before this is disturbed or destroyed by development may be necessary. Collection may take place at the time of the Phase 1 reconnaissance survey. However if the deposit concerned is unusually extensive or very rich in fossil remains, a separate Phase 2 assessment would be appropriate. Either way the specialist will need to ensure they have a valid permit from the heritage resources authority.
3. Where Phase 2 Archaeological Mitigation is required, for example, the specialist will normally do detailed mapping of the site and save a representative sample from destruction through the scientific recovery of artefacts or fossils and stratified samples for study, analysis and dating, that will provide an overview of the site.
- The specialist will obtain the necessary permits from the heritage resources authority, keep accurate records and submit a detailed Phase 2 Mitigation Report on the work to the developer and the Heritage Resources Authority.
 - In each case the Phase 1 or Phase 2 report will be assessed by the relevant heritage resources authority and, if it is adequate, the Heritage Resources Authority may give approval for the prospecting, mining or development to proceed. Approval may be subject to certain conditions.
 - Occasionally, a site or fossil-bearing deposit is of such importance to our understanding of our past that it should be conserved and kept as an example of a period of history or of extinct fauna or flora, for which we may have already lost most examples. For example, it may be declared a Provincial or National Heritage site. The mine may wish to include a 'Phase 3' process where the specialist is asked to provide interpretative material to add value to the heritage site that is preserved on



and where no application for a permit has been submitted and no heritage resources management procedure in terms of section 38 has been followed, it may-

- (a) serve on the owner or occupier of the site or on the person undertaking such development an order for the development to cease immediately for such period as is specified in the order;
- (b) carry out an investigation for the purpose of obtaining information on whether or not an archaeological or palaeontological site exists and whether mitigation is necessary;
- (c) if mitigation is deemed by the heritage resources authority to be necessary, assist the person on whom the order has been served under paragraph (a) to apply for a permit as required in subsection (4);

and

- (d) recover the costs of such investigation from the owner or occupier of the land on which it is believed an archaeological or palaeontological site is located or from the person proposing to undertake the development if no application for a permit is received within two weeks of the order being served.
- (6) The responsible heritage resources authority may, after consultation with the owner of the land on which an archaeological or palaeontological site or a meteorite is situated, serve a notice on the owner or any other controlling authority, to prevent activities within a specified distance from such site or meteorite.

(7) (a) Within a period of two years from the commencement of this Act, any person in possession of any archaeological or palaeontological material or object or any meteorite which was acquired other than in terms of a permit issued in terms of this Act, equivalent provincial legislation or the National Monuments Act, 1969 (Act No. 28 of 1969), must lodge with the responsible heritage resources authority lists of such objects and other information prescribed by that authority. Any such object which is not listed within the prescribed period shall be deemed to have been recovered after the date on which this Act came into effect.

(b) Paragraph (a) does not apply to any public museum or university.

(c) The responsible authority may at its discretion, by notice in the Gazette or the Provincial Gazette, as the case may be, exempt any institution from the requirements of paragraph (a) subject to such conditions as may be specified in the notice, and may by similar notice withdraw or amend such exemption.

(8) An object or collection listed under subsection (7)-

- (a) remains in the ownership of the possessor for the duration of his or her lifetime, and SAHRA must be notified who the successor is; and
- (b) must be regularly monitored in accordance with regulations by the responsible heritage authority.

See also sections 32, 36 and 38 of the National Heritage Resources Act, Act No. 25 of 1999.

APPENDIX 2. ASSOCIATION OF SOUTHERN AFRICAN PROFESSIONAL ARCHAEOLOGISTS: LIST OF CONTRACT SPECIALISTS.

Please see list appended or apply to SAHRA for details

APPENDIX 3. PALAEOONTOLOGICAL SOCIETY OF SOUTH AFRICA: LIST OF CONTRACT SPECIALISTS.

Please see list appended or apply to SAHRA for details

Field director. A member with a Masters degree in archaeology (or allied discipline). Such a person is permitted to run an excavation or project, organise follow up work, analyses and report preparation. A field director could be attached to an organisation or operating privately, but under the ultimate direction of someone with principal investigator status.

Principal Investigator. A member with a minimum of a Masters degree and three full years of CRM experience in his/her fields of expertise. A principal investigator must have the organisational, financial and managerial experience to initiate, run and conclude a CRM project, and should be able to demonstrate competence in analysis and interpretation in their relevant areas of expertise.

Specialist Experts. Some members of the CRM section have specialist skills. These include faunal analysis (Archaeozoology), analysis of human skeletal remains, artefact conservation, palaeobotany, metallurgy and archaeometry.

JURISDICTION OF THE CRM SECTION

By accepting membership, CRM section members have committed themselves to the goals of the organisation. They will be able to enjoy any benefits/support that the section may be able to offer. Section members have also agreed to accept censure in the event of them being responsible for poor practise. Likewise, clients who have hired consultants who are bona fide members may enjoy facilities for peer review of work and dispute resolution if this is required. The section will not undertake peer review or be involved in any dispute resolution that involves heritage consultants who are not members of the section.

GUIDELINES FOR HIRING CONSULTANTS

- Cultural Resource consultants operate privately, or from established museums and universities. If you are required to do a Heritage Impact Assessment, a Heritage Conservation Plan, or mitigatory work, consult the CRM Section directory of consultants.
- Members have agreed that their areas of interest are not constrained by provincial boundaries. Members are free to work in any part of South Africa provided that they have the necessary expertise for the task at hand and comply with provincial guidelines.
- It is important for anyone hiring a consultant to be aware that different consultants have different fields of specialisation and experience for which they have been accredited by the CRM section. It is necessary to ensure that the right person with the appropriate skills is hired for any given project. Members of the section are listed together with their areas of expertise.



List of Professional Palaeontologists in SA
July 2003

Dr John E. Almond

Natura Viva cc. P.O. Box 12410, Mill Street, CAPE TOWN 8010, RSA

Tel: 021 - 462 3622; Cell: 083-7433322; Fax: 021-462 3622

email: naturaviva@universe.co.za

Institute: Natura Viva cc. Natural History Education, Tourism & Research

Research speciality: Precambrian / Palaeozoic palaeontology (excluding Karoo tetrapods)

oOo

Dr Marion Bamford

BPI Palaeontology, University of the Witwatersrand, P Bag 3, WITS 2050, Johannesburg

Tel: (011) 717-6690

Fax: (011) 403-1423

email: 106mab@cosmos.wits.ac.za

Area of research speciality: Palaeobotany: macroplants, fossil woods, Palynology (we have students in this field) palaeoenvironments. Permian to Holocene.

oOo

Dr Lee Berger

Palaeoanthropology Unit for Research and Exploration; BPI Palaeontology, University of the Witwatersrand, P Bag 3, WITS 2050, Johannesburg

Tel: (011) 717-6664

Fax: (011) 339-7202

email: 106lrb@cosmos.wits.ac.za

Research speciality: Southern African Plio-Pleistocene fossils, hominids and taphonomy

oOo

Mr. James S. Brink

Floristad Quaternary Research, National Museum, P.O. Box 266, Bloemfontein, 9300

Tel: (051) 447-9609 or 072.257.1717

Fax: (051) 447-6273

email: jbrink@nasmus.co.za

oOo

Dr Billy de Klerk

Curator: Earth Sciences, Albany Museum, Somerset Street, Grahamstown 6139

Tel: (046) 622-2312

Fax: (046) 622-2398

Cell: 083-324-8105

email: B.deKlerk@ru.ac.za

Area of research speciality: Vertebrate palaeontology - Cretaceous dinosaurs and Permo-Triassic Karoo reptiles.
General geology - igneous petrology, sedimentology.

oOo

Dr Darryl de Ruiter

Palaeoanthropology Unit for Research and Exploration; BPI Palaeontology, University of the Witwatersrand, P Bag 3, WITS 2050, Johannesburg

Tel: (011) 717-6668

Fax: (011) 339-7202

email: 106lrb@cosmos.wits.ac.za

Research speciality: Southern African Plio-Pleistocene fossils, hominids and taphonomy

oOo

Dr Mike Raath

BPI Palaeontology, University of the Witwatersrand, P Bag 3, WITS 2050, Johannesburg

Tel: (011) 717-6683

Fax: (011) 403-1423

email: 106mar@cosmos.wits.ac.za

Research speciality: Triassic- Jurassic Karoo deposits and associated fauna, particularly dinosaurs.

oOo

Dr Alain Renaut

BPI Palaeontology, University of the Witwatersrand, P Bag 3, WITS 2050, Johannesburg

Tel: (011) 717-6684

Fax: (011) 403-1423

email: 106ajr@cosmos.wits.ac.za

Area of research speciality: Karoo fossils, specially gorgonopsians and dicynodonts

oOo

Dr Dave Roberts

Tel: (021) 948 4754

Fax: (021) 948 8788

email: dave@geobell.org.za

Area of research speciality: Tertiary and Quaternary mammalian trackways; marine & terrestrial molluscs (Western Cape).

oOo

Professor Bruce Rubidge

BPI Palaeontology, University of the Witwatersrand, P Bag 3, WITS 2050, Johannesburg

Tel: (011) 717-6685

Fax: (011) 403-1423

email: 106gar@cosmos.wits.ac.za

Research speciality: Permo-Triassic aged Karoo sedimentology, bio- and lithostratigraphy, basin analysis their included fossils; palaeotourism.

oOo

Prof. Louis Scott

Department of Plant Sciences, University of the Free State, PO Box 339, Zastron Street, Bloemfontein, 9300, South Africa

Tel: (051) 4012594

Fax: (051) 4488772

email: scottl@sci.uovs.ac.za

Institute: University of the Free State..

Area of research speciality: Fossil pollen analysis (palynology).

oOo

Dr Roger Malcolm Harris Smith

South African Museum, PO Box 61, Cape Town, 8000

Tel: 021 424 3330

Fax: 021 424 6716

email: rsmith@iziko.org.za

Institute: Iziko Museums of Cape Town

Area of research speciality: Geology and Palaeontology

1. Karoo Supergroup stratigraphy, sedimentology and fossils.
2. West Coast Geology especially Langebaanweg fossil site (West Coast Fossil Park) sedimentology and fossils.
3. Cretaceous crater lake deposits in Bushmanland and Karoo-sedimentology and fossils.

oOo



2006/08/04

SAHRA ASAPA CRM Members list 19Jul06.xls

NAME	ADDRESS	EMAIL	STATUS	BASED IN	EXPERTISE
Dr A Malan	Dept of Archaeology, University of Cape Town, Private Bag, 7701 Rondebosch, 021 650 2358; 083 797 5672; 021 650 2352 (fax) McGregor Museum, PO Box 316, Kimberley 8300, Tel: (053) 839 2700/06, Fax: (053) 842 1433, Cell: 082 2224777 P.O. Box 217 Gaborone Botswana, 082 957 7725, (011) 356 0700	amalan@agc.uct.ac.za	Principal investigator	Western Cape	Colonial period
Mr D Morris		dimorris@museumnc.co.za a, dimorris@inext.co.za	Principal investigator	Northern Cape	Stone Age, Rock art, Burials (SAHRA)
Ms MN Mosothwane		mosothwanein@science.pg.wits.ac.za	1) Field supervisor 2) Lab specialist	Northern South Africa/Botswana	1) Iron Age, 2) Human skeletal remains, Burials (SAHRA)
Mr M Murimbika	Postnet Suite 345, Private Bag X9307, Polokwane, 0700, 015 297 8066 (T), 083 6136530	blackroxes@yahoo.co.uk hessa5@telkomsa.net	Principal Investigator	Northern South Africa	Iron Age
Mr WC Nienaber	Dept of Anatomy, School of Medicine, University of Pretoria, PO Box 2034, Pretoria 0001, 012 319 2244; 083 279 5738	ccen.nienaber@up.ac.za	1) Principal investigator 2) Field supervisor 3) Laboratory specialist	Northern South Africa	1) Grave relocation 2) Iron Age and Colonial period archaeology 3) Human remains analysis, Burials (SAHRA)
Dr PJ Nilssen	Co-Director: Mossel Bay Archaeology Project, PO Box 176 Great Brak River 6525 T:0446904661, F: 044 6911915, C: 0827835896	map01@telkomsa.net	1) Principal investigator 2) Field director 3) Field supervisor 4) Principal investigator, specialist analysis	Western Cape, RSA	1) Coastal and shell midden and Stone Age archaeology 2) Colonial period archaeology 3) Iron Age archaeology and Rock Art 4) Archaeozoology
Ms M Patrick	19 Dawlish Road, Plumstead, 7800 Cape Town (T) 0217614744	maryp@method1.co.za	Principal investigator	Western Cape, RSA	Human skeletal analysis, colonial period, Burials (SAHRA)
Mr AJ Pelsier	National Cultural History Museum, PO Box 28088, Sunnyside 0132, (T) 012 324 6082, 083 459 3091	anton@nfi.org.za	1) Principal Investigator 2) Field director 3) Field supervisor	Northern South Africa	1) Colonial period; Iron Age 2) Stone Age 3) Exhumation/relocation of graves, Burials (SAHRA)



**SOUTH AFRICAN HERITAGE
RESOURCES AGENCY**

111 HARRINGTON STREET, CAPE TOWN, 8000
PO BOX 4637, CAPE TOWN, 8000
TEL: (021) 462 4502 FAX: (021) 462 4509

DATE: 27 May 2009
ENQUIRIES: Dr. A. Jerardino
Archaeology, Palaeontology and Meteorite Unit
E-mail: ajerardino@sahra.org.za
Web site: www.sahra.org.za

YOUR REF: NC 30/5/1/2/3/2/1/215 EM
OUR REF: 9/2/008/0001

Mr. Amos Jacobus Davids
PO Box 82
Windsorton
8510

Dear Sir/ Madam,

REQUEST FOR A HERITAGE IMPACT ASSESSMENT: CONSULTATION IN TERMS OF S. 40 OF THE MPRDA (ACT 28 OF 2002) FOR THE APPROVAL OF THE SCOPING REPORT FOR MINING RIGHT IN RESPECT OF DIAMONDS AND SAND ON A CERTAIN SURVEYED PORTION OF ERF 1 WINDSORTON, SITUATED IN THE MAGISTERIAL DISTRICT OF BARKLY WEST, NORTHERN CAPE REGION

We have received notification of your application for the approval of a Scoping Report in respect of mining rights for diamonds and sand in the above property, and a telephonic conversation was held with you in the morning of Monday 25th May 2009 regarding this application. According to your statements during this telephonic conversation, environmental consultant Mr. Jerry Sekepane was responsible for compiling the Scoping Report.

In terms of the National Heritage Resources Act (NHRA), no 25 of 1999, heritage resources, including archaeological or palaeontological sites over 100 years old, graves older than 60 years, structures older than 60 years are protected. They may not be disturbed without a permit from the relevant heritage resources authority. This means that before such sites are disturbed by development it is incumbent on the developer (or mine) to ensure that a Heritage Impact Assessment (HIA) is done. This must include the archaeological component (Phase 1) and any other applicable heritage components. Appropriate (Phase 2) mitigation, which involves recording, sampling and dating sites that are to be destroyed, must be done as required.

According to the Scoping Report (pp. 26 & 40) attached to a cover letter informing us of your application, Dr. Peter Beaumont (McGregor Museum) undertook an archaeological assessment of the affected environment and found sensitive archaeological deposits containing Stone Age artifacts of the Fauresmith Industry a few hundred meters north of the targeted mining area. Unfortunately, Dr. Beaumont's report was not attached to the Scoping Report (should have been Annexure 5), nor was this sensitive area with stone

artifacts shown (plotted) on the survey map of the mining area provided as part of the application. The only report by Dr. Beaumont on Erf 1 Windsorton found in our records was done in March 2002 in connection with the construction of a temporary bridge across the Vaal River. Stone artefacts from the Fauresmith Industry were noted and the collection of fossilized bone from an extinct elephant species from just downstream of the study area in the early 20th Century was pointed out. Please note that standards of reporting for AIAs have been raised since 2002.

It is also important to point out that no permit has been issued for dealing with graves, burial sites, archaeological and palaeontological sites in the event that such heritage findings are encountered in the course of prospecting and/or mining. ***Our records in this regard are at variance with statements appearing in page 37 of the Scoping Report.***

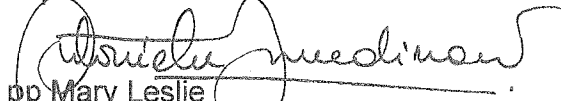
According to our telephonic conversation on 25 May 2009, you had already engaged the services of Mr. David Morris (McGregor Museum) to undertake an Archaeological Impact Assessment (AIA) in mid-July in connection with your mining application. Mr. Morris is well qualified to do such a study and this office would like to re-iterate the need for such a study given the sensitivity of the area and current reporting standards

The Phase 1 Impact Assessment Report must identify any archaeological sites and assess their significance. It should also make recommendations (as indicated in section 38 of the NHRA) about the process to be followed. For example, there may need to be a mitigation phase (Phase 2) where the specialist will collect or excavate material and date the site. At the end of the process the heritage authority may give permission for destruction of the sites.

Where bedrock is to be affected, or where there are coastal sediments, or marine or river terraces and in potentially fossiliferous superficial deposits, a Palaeontological Desk Top study must be undertaken to assess whether or not the development will impact upon palaeontological resources - or at least a letter from a Palaeontologist motivating for an exemption is needed to indicate that this is unnecessary. If the area is deemed sensitive, a full Phase 1 Palaeontological Impact Assessment will be required and if necessary a Phase 2 rescue operation might be necessary (see attached list of accredited Palaeontologists).

Any other heritage resources that may be impacted such as built structures over 60 years old, sites of cultural significance associated with oral histories, burial grounds and graves, graves of victims of conflict, and cultural landscapes or viewsapes must also be assessed.

Attached please find a list of accredited archaeological and palaeontological specialists who may be contacted to undertake the necessary archaeological or palaeontological impact assessments.



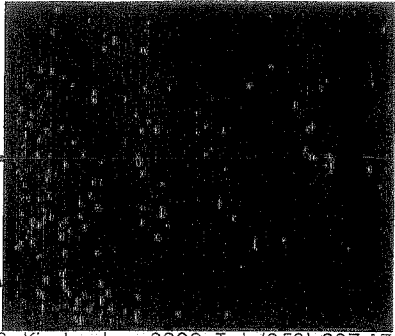
pp Mary Leslie
SAHRA: Archaeology, Palaeontology and Meteorite Unit
For: CHIEF EXECUTIVE OFFICER

Copies: SAHRA Northern Cape Office
PHRA Northern Cape Office
Ms A. Nemulodi (DME)



the dme

Department:
Minerals and Energy
REPUBLIC OF SOUTH AFRICA



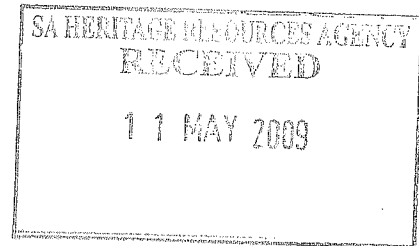
Private Bag X6093, Kimberley, 8300, Tel: (053) 807 1700, Fax: (053) 8325 631
First Floor, Liberty Corner, 29-31 Curry Street, Kimberley 8301

From: Directorate: Mineral Regulation: Northern Cape **Date:** 11 March 2009

Enquiries: Ms. Azwihangwisi Nemulodi E-Mail: hangwi.nemulodi@dme.gov.za

Ref: NC 30/5/1/2/3/2/1/ 215EM

The Director
South African Heritage Resources Agency
PO Box 4637
CAPE TOWN
8000



ATTENTION: MARY LESLIE
CONSULTATION IN TERMS OF SECTION 40 OF THE MINERAL AND PETROLEUM RESOURCES DEVELOPMENT ACT 2002, (ACT 28 OF 2002) FOR THE SCOPING REPORT OF THE MINING RIGHT IN RESPECT OF DIAMONDS AND SAND ON A CERTAIN SURVEYED PORTION OF ERF 1 WINDSORTON, SITUATED IN THE MAGISTERIAL DISTRICT OF BARKLY WEST, NORTHERN CAPE REGION.

APPLICANT: AMOS JACOBUS DAVIDS.

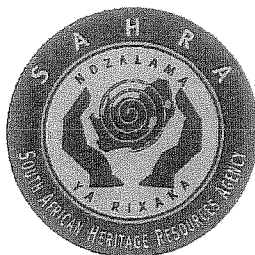
Attached herewith, please find a copy of a Scoping Report received from the above-mentioned applicant, for your comments.

It would be appreciated if you could forward any comments or requirements your Department may have to this office and to the applicant before **14 April 2009** as required by the Act.

Consultation in this regard has also been initiated with other relevant State Departments. In an attempt to expedite the consultation process please contact **Azwihangwisi Nemulodi** of this office to make arrangements for a site inspection or for any other enquiries with regard to this application.

Your co-operation will be appreciated.

py Amos
.....
REGIONAL MANAGER: MINERAL REGULATION
NORTHERN CAPE REGION



**SOUTH AFRICAN HERITAGE
RESOURCES AGENCY**

111 HARRINGTON STREET, CAPE TOWN, 8000
PO BOX 4637, CAPE TOWN, 8000
TEL: (021) 462 4502 FAX: (021) 462 4509

DATE: 27 May 2009
ENQUIRIES: Dr. A. Jerardino
Archaeology, Palaeontology and Meteorite Unit
E-mail: ajerardino@sahra.org.za
Web site: www.sahra.org.za

YOUR REF: NC 30/5/1/2/3/2/1/215 EM
OUR REF: 9/2/008/0001

Ms Azwihangwisi Nemulodi
Department of Minerals & Energy
Private Bag X6093
Kimberley
8300

Dear Madam,

REQUEST FOR A HERITAGE IMPACT ASSESSMENT: CONSULTATION IN TERMS OF S. 40 OF THE MPRDA (ACT 28 OF 2002) FOR THE APPROVAL OF THE SCOPING REPORT FOR MINING RIGHT IN RESPECT OF DIAMONDS AND SAND ON A CERTAIN SURVEYED PORTION OF ERF 1 WINDSORTON, SITUATED IN THE MAGISTERIAL DISTRICT OF BARKLY WEST, NORTHERN CAPE REGION

Please find attached copy of our letter to Mr. Amos Jacobus Davids requesting a heritage impact assessment in connection with the above application to DME.

Very many thanks for your co-operation.

Yours sincerely

pp. Mary Leslie

SAHRA: Archaeology, Palaeontology and Meteorite Unit
For: CHIEF EXECUTIVE OFFICER

Copy: SAHRA Northern Cape
PHRA Northern Cape

