



REPUBLIC OF BOTSWANA

Form V(b)

Mining Licence Application Form (Renewal)
This Application is in terms of section 42 of the Mines and Minerals Act
(Attach additional sheets or documents where necessary)

1. Name of applicant (attach copy of certificate of incorporation)	Address in Botswana
2. Full Name(s) of Directors	Nationalities
3. Authorised share capital and issued capital	
4. Name(s) of Shareholder who is a beneficial owner of more than 5% of the issued capital	Nationalities
5. Details of Financial Status (attach supporting documents, Bankers reference and most recent financial statements)	
6. Technical Competence (established mining track record is an advantage but is not essential)	
7. Mining licence Number	

8. Description of area applies for (attach plan and coordinates)
9. Name(s) of mineral which it is intended to mine
10. Period for which the renewal is sought
11. Attach parent company guarantee as in annexure 1
12. Proof that development of mining area has proceeded with reasonable diligence
a. Performance against production targets
b. Performance against financial targets
c. Performance against environmental targets
d. Performance against occupational health and safety targets
e. Legal compliance
13. Attach proposed programme of mining with the following details or documentation
a. Details of mineral deposit (including all known inferred, indicated, measured resources and probable and proven reserves)
b. Annual production rates
c. Estimated recovery rates
d. Nature of product
e. Annual sales volumes or tonnages
f. Forecast of capital investment and cash flow
g. Employment projections and skills development plan
h. Projections of value of local procurement
i. Environmental Management Plan including Closure Plan
14. Disclose any other information material to this application
15. I.....being duly authorised, declare that the applicant and its partners/directors/ members/shareholders are persons qualified in terms of section 6 of the Mines and Minerals Act to hold a mining licence and that the information contained herein is true and correct
Signed.....Capacity.....
Date.....Place.....

PARENT COMPANY GUARANTEE

WHEREAS

.....Ltd a company duly organised and existing under the laws ofhaving its registered office at (hereinafter referred to as “the guarantor” which expression shall include its successors and permitted assignees) holds directly or indirectly a controlling interest inY Ltd, a company duly incorporated and registered in Botswana, with its registered office at(which company, including its successors and permitted assignees, is referred to hereinafter as “the company”);

AND WHEREAS

The company is the applicant for/holder of a Mining License pursuant to the Mines and Minerals Act of Botswana (hereinafter referred to as “the licence” and “Act” respectively) issued or to be issued, by the Government of Botswana represented by the Minister of Minerals, Energy and Water Affairs (hereinafter referred to as “the Government”) in favour of the said company;

AND WHEREAS

The guarantor agrees to guarantee the performance of the obligations of the company under the licence and its compliance with the Act;

NOW THEREFORE this Deed hereby provides as follows:

1. The guarantor hereby unconditionally and irrevocably guarantees to the Government that it will make available, or cause to be made available, to the company or its permitted assignees, such financial, technical, managerial and other resources as are required to ensure that the company and/or any such assignee is able to carry out the obligations of the company or any permitted assignee as set forth in the licence and under the Act.
2. The guarantor further unconditionally and irrevocably guarantees to the Government the due and punctual compliance with or performance by the company or its permitted assignees, of any obligations of the company or any permitted assignees under the licence and the Act.
3. The guarantor hereby undertakes to the Government that if the company, or any permitted assignees, shall, in any respect, fail to perform its obligations under the licence or commits any breach of such obligations under the licence or the Act, then the guarantor shall fulfill or cause to be fulfilled the said obligations in place of the company or any permitted assignees, and

will indemnify the Government against all losses, damages, costs, expenses or otherwise which may result directly from such failure to perform or breach on the part of the company or any permitted assignees.

4. This guarantee shall take effect from the date of the issue of the licence and shall remain in full force and effect for the duration of the said licence and any renewal thereof and thereafter until no obligation remains outstanding and no sum remains payable by the company, or its permitted assignees, under the licence or the Act or as a result of any decision or award made in any arbitration thereunder.
5. This guarantee shall not be affected by any change in the Articles of Association and bye-laws or any change in the ownership or control of the company or the guarantor.
6. The liabilities of the guarantor shall not be discharged or affected by:
 - (a) any time indulgence, waiver or consent given to the company;
 - (b) any amendment to the licence or the Act or any security or other guarantee or indemnity to which the company has agreed;
 - (c) the enforcement or waiver of any terms of the licence or the provisions of the Act or of any security, other guarantee or indemnity; or
 - (d) the dissolution, amalgamation, reconstruction or reorganisation of the company.
7. This guarantee shall be governed by and construed in accordance with the laws of Botswana.

The seal of Ltd
was hereto duly affixed by.....in accordance
with its articles this.....day of in the year.....
in accordance with its bye-laws and this guarantee was duly signed
by..... and as required by
the said bye-laws, they being duly authorised to represent
..... Ltd.

.....
Secretary

.....
Chairman and Director

.....
Witness:

* * *