



**FIRST ADDENDUM TO THE CONTRACT FOR LOCAL ENTERPRISE DEVELOPMENT LOADING/HAULING  
OF COAL AND ROAD MAINTENANCE**

**BETWEEN**

**KANGRA COAL (PTY) LTD**

**Registration number 2001/003104/07**

**("Principal")**

**AND**

**DDK LOGISTICS**

**Registration number 2019/512022/07**

**("Contractor")**



**INTERPRETATION**

In this First Addendum, the following expressions shall, unless otherwise stated or inconsistent with the context in which they appear, bear the following meanings and cognate expressions shall bear corresponding meanings -

**"First Addendum"** - this First addendum to the Main Agreement, including all schedules and annexures hereto, as varied or amended from time to time;

**"Main Agreement"** - the Contract for Local Development Loading /Hauling of Coal and Road Maintenance concluded between the Parties to this First Addendum; and

**"Signature Date"** - the latest date on which this First Addendum is signed by the last signing party. Unless a contrary intention clearly appears from the context, or as defined above, terms defined in the Main Agreement shall bear a corresponding meaning in this First Addendum.

## **AMENDMENT OF THE MAIN AGREEMENT**

1. This First Addendum and the Main Agreement shall be read and construed together and be deemed to constitute one and the same agreement. With effect from the 12 March 2021, the Parties agree to amend the Main Agreement in the following manner:
  - 1.1. The Main Agreement, is hereby re-instated with a new termination date of 29 February 2025 with automatic extension of a further 2 year period should all terms and conditions be strictly met and services are still required by the principal and unless terminated earlier in accordance with the provisions of the Main Agreement,
  - 1.2. No changes will be made to the costing up to December 2021 other than specified in Annexure AD 1. Increase applicable as of January 2022 following the process outlined in main agreement.
  - 1.3. For the purpose of contractual re-instatement, this contract will be treated as year one with reference to point 3.3 of main agreement.
  - 1.4. Should Marshals be required in the local areas it will be included under the contractor's cost
  - 1.5. Employment for Tarpin Covers will be included under the contractor's cost
  - 1.6. Diesel will be purchased by the mine and offset to the contractor. The contractor will manage their own Diesel and request orders 48 hours in advance
  - 1.7. A two shift system will be applicable once the mine reaches full production.

## **CONTINUATION OF MAIN AGREEMENT**

2. Save for the provisions contained herein, all of the remaining terms of the Main Agreement shall remain of full force and effect and shall be binding on the parties.
3. In the event of conflict between the provisions contained in this Addendum and the Main Agreement, the provision contained in this Addendum shall prevail.

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## **COSTS**

4. Each Party shall pay its own costs in the preparation, negotiation and finalisation of this Addendum.

Signed at Drifontein Kangra Coal Mine on 01 December 2021

**Bruc Ince**

For: **Kangra Coal (Pty) Ltd**

Witness

Signed at Driefontein Kangra Coal Mine on 01 December 2021

Sibusiso Robert Maseko For: **DDK Logistics** Witness

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**Annexure AD 1:**

Rates – Haulage

**WET RATE**

**Route KM  
Rand Per ton**

Maquasa East to Panbult short route 29 R 40.02 Maquasa East to  
Panbult long route 51.4 R 69.03 Underground HBlock to West **4.6** R  
19.80 Underground HBlock to East **11.2** R 26.74 Opencast Pit F Block to  
Maquasa West **2.6** R 13.81 Opencast Pit F Block to Maquasa East **9.3** R

23.47 Maquasa East to Discard Dump **3.5** R 16.80 AD HOC Loading

only: Rate per ton N/a

**Road Maintenance:**

Not Applicable

**Plant Hire**

1 x FEL -

H Block

**FEL**

Loader Instalment and Insurance R 68 385.42 R 68 385.42  
Operators Cost R 24 000.00 R 24 000.00  
Maintenance/Breakdown R 49 614.58 R 49 614.58 Overhead  
/Management R 20.00 R 8 000.00

R 150 000.00

FEL Hrs 400 Hrs Fuel cap 13.5 LPH

Fuel cap 8 LPH

Fuel cap 10 LPH

Fuel cap 6 LPH