

CONTRACT MINING AND OFF TAKE AGREEMENT

between

KOMANI QUARRY PROPRIETARY LIMITED

(Registration Number: 2017/226796/07)

("the Holder")

and

RAUMIX AGGREGATES PROPRIETARY LIMITED

(Registration Number 1999/103981/07)

("Raumix")



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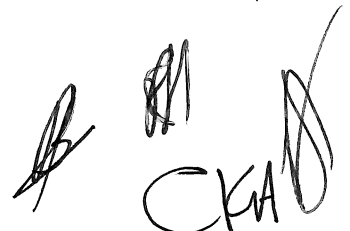



PART A - INTRODUCTION

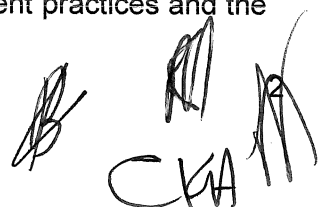
1. Definitions and interpretation

1.1 In this Agreement, the following words shall, unless otherwise stated or inconsistent with the context in which they appear, bear the following meanings and other words derived from the same origins as such words (that is, cognate words) shall bear corresponding meanings:

- 1.1.1 **"Agreement"** means this contract mining and off-take agreement, including the Annexes, as amended from time to time in terms of clause 27.6;
- 1.1.2 **"Aggregate"** means sand, gravel and stone;
- 1.1.3 **"Annexe"** means the Annexes attached to this Agreement;
- 1.1.4 **"Authorisation"** means any consent, authorisation, registration, filing, lodgement, notification, agreement, certificate, commission, lease, licence, permit, approval or exemption from, by or with a competent authority required to undertake operations in terms of this Agreement;
- 1.1.5 **"Business Day"** means any day other than a Saturday, Sunday or gazetted national public holiday in the RSA;
- 1.1.6 **"CEO Assistant"** means the person appointed by the Holder in terms of section 2A(2) of the MHSA as the assistant to the chief executive officer;
- 1.1.7 **"Companies Act"** means the Companies Act, No. 71 of 2008;



- 1.1.8 **"Consideration"** means the remuneration payable by the Holder to Raumix in respect of the Mining Services rendered in terms of Part B, which remuneration is calculated on the basis set out in clause 16;
- 1.1.9 **"Costs"** means the total monthly operational costs incurred by Raumix in rendering the Mining Services;
- 1.1.10 **"Deliver"** means the delivery of Aggregate to the Stockpile in terms of clause 15 this Agreement;
- 1.1.11 **"DMR"** means the Department of Mineral Resources;
- 1.1.12 **"Effective Date"** means, notwithstanding the Signature Date, 1 February 2019
- 1.1.13 **"EMP"** means the environmental authorisation (including EMPR) approved in respect of the Mining Right, as amended from time to time;
- 1.1.14 **"Environment"** shall have the meaning assigned thereto in NEMA;
- 1.1.15 **"Environmental Laws"** means all national, provincial and by-laws, conventions, treaties, statutes, ordinances, rules regulations, orders, judicial precedent, guidelines, practice notes and notices as applicable from time to time concerning or relating to conversation, planning and development, pollution, ecological degradation, the promotion of sustainable development practices and the



protection of human health as applicable from time to time including *inter alia* NEMA, National Water Act, No. 36 of 1998, MPRDA, the Hazardous Substances Act, No. 15 of 1973 and the Regulations and Codes of Practice promulgated under such legislation;

1.1.16 **"Health and Safety Laws"**

means all applicable South African health and safety legislation, statutes, ordinances, by-laws, regulations and mandatory codes of practice, including the MHSA and the Occupational Health and Safety Act, No. 85 of 1993, as amended;

1.1.17 **"Health and Safety Matters"**

means any matter pertaining to health and safety at the Mine pursuant to the Mining Services;

1.1.18 **"Heritage Item"**

means all archaeological objects, paleontological material and meteorites or other objects of historical or cultural significance as defined by the National Heritage Resources Act No. 25 of 1999 which may be present, found or discovered at the Mine;

1.1.19 **"the Holder"**

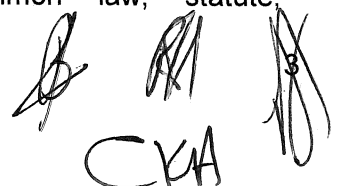
means Komani Quarry Proprietary Limited, registration number 2017/226796/07;

1.1.20 **"Holder Turnover"**

means a portion of the Turnover, which amount shall be determined by Raumix monthly, in arrears, in accordance with the schedule annexed marked "A";

1.1.21 **"Law"**

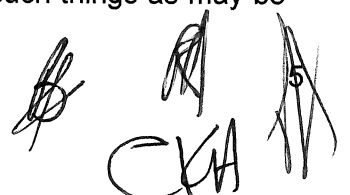
means any applicable South African law, including the common law, statute,



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the Mine by Raumix in terms of Part B of this Agreement;

- 1.1.30 **"MWP"** means the mining work programme approved in respect of the Mining Right, as amended from time to time;
- 1.1.31 **"NEMA"** means the National Environmental Management Act, No. 107 of 1998;
- 1.1.32 **"Parties"** means the parties to this Agreement, being the Holder and Raumix and **"Party"** shall mean either of them as the context may require;
- 1.1.33 **"the Property"** means the Farm Lesseyton No. 81;
- 1.1.34 **"Purchase Price"** means the purchase price payable by the Raumix to the Holder in respect of the Aggregate, calculated on the basis set out in clause 17;
- 1.1.35 **"Rand" or "R"** means South African Rand, the lawful currency of the RSA;
- 1.1.36 **"Raumix"** means Raumix Aggregates Proprietary Limited, registration number 1999/103981/07;
- 1.1.37 **"the Regulations to the Minerals Act"** means the regulations to the repealed Minerals Act No. 50 of 1991, which regulations remain in force and effect by virtue of item 4 of schedule 4 of the MHSA;
- 1.1.38 **"Rehabilitation"** means the undertaking of all such steps and the doing of all such things as may be

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Annex, the definition appearing in that clause or paragraph shall prevail over any other conflicting definition appearing elsewhere in the Agreement;

1.2.8 where any number of days is prescribed, those days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which event the last day shall be the next succeeding Business Day;

1.2.9 where the day upon or by which any act is required to be performed is not a Business Day, the Parties shall be deemed to have intended such act to be performed upon or by the next succeeding Business Day;

1.2.10 references to any amount shall mean that amount exclusive of VAT, unless the amount expressly includes VAT;

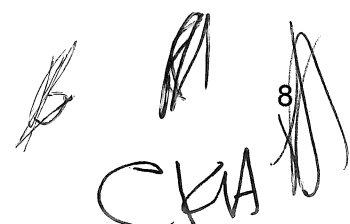
1.2.11 the rule of construction that if general words or terms are used in association with specific words or terms which are a species of a particular genus or class, the meaning of the general words or terms shall be restricted to that same class (i.e. the *eiusdem generis* rule) shall not apply, and whenever the word "*including*" is used followed by specific examples, such examples shall not be interpreted so as to limit the meaning of any word or term to the same genus or class as the examples given.

1.3 The expiration or termination of this Agreement shall not affect the Surviving Provisions of this Agreement which are expressly provided to operate after any such expiration or termination, or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the relevant provisions themselves do not provide for this.

1.4 Each of the provisions of this Agreement has been negotiated by the Parties and drafted for the benefit of the Parties, and accordingly the rule of construction that the contract shall be interpreted against or to the disadvantage of the Party responsible for the drafting or preparation of the Agreement (i.e. the *contra proferentem* rule), shall not apply.

2. Introduction

2.1 The Holder is the holder of the Mining Right.



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- 2.2 The Holder wishes to appoint Raumix as a contractor to conduct mining operations pursuant to the Mining Right on its behalf.
- 2.3 Raumix is prepared to be appointed as a contractor to render the Mining Services to the Holder.
- 2.4 The Holder has agreed to sell, and Raumix has agreed to purchase, the Aggregate from the Holder.
- 2.5 The Parties wish to enter into this Agreement to record the terms and the conditions upon which the Mining Services will be rendered and the Aggregate will be Taken Off.

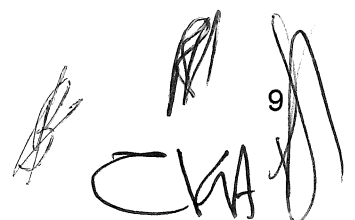
3. Duration and Renewal

Notwithstanding the Signature Date, this Agreement shall take effect on the Effective Date and shall endure indefinitely thereafter, until this Agreement is cancelled or terminated in accordance with clauses 23 or 24.

PART B - CONTRACT MINING AGREEMENT

4. Appointment

- 4.1 With effect from the Effective Date the Holder appoints Raumix to provide the Mining Services, and Raumix accepts such appointment and agrees to render the Mining Services, on the terms and conditions contained in this Agreement and in terms of section 101 of the MPRDA.
- 4.2 Raumix warrants that it has the necessary expertise, experience and capability to provide the Mining Services in accordance with this Agreement and, in rendering the Mining Services and performing its obligations in terms of this Agreement, Raumix shall:
- 4.2.1 devote its time, attention, personnel and Mining Equipment as may be necessary to duly perform all of its obligations; and
- 4.2.2 do all such things as may be necessary, requisite and/or desirable to timeously render the Mining Services in an ethical, proper and business-like manner to the standards of care and due diligence reasonably expected of professional contract miners.



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5. Access to the Mine

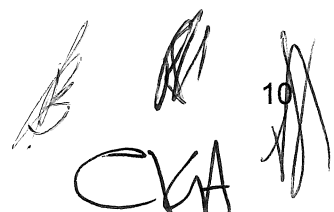
- 5.1 The Holder shall provide Raumix with access to the Mine and make the Mine available to Raumix so as to enable Raumix to render the Mining Services.
- 5.2 Raumix shall (at its cost) and subject to the Holder's direction and control, control access to the Mine, including the provision of security services.

6. Mining Services

Raumix shall at all times during this Agreement, supply and perform the Mining Services in accordance with the requirements of all Laws, the Mining Right, the EMP, the MWP and the Mine Plan.

6.1 Mining operations

- 6.1.1 Raumix undertakes to provide the Mining Services which shall consist of the following:
 - 6.1.1.1 stripping the mining area;
 - 6.1.1.2 drilling and blasting the *in situ* rock substrata;
 - 6.1.1.3 extracting the Aggregate from the Mine;
 - 6.1.1.4 loading the Aggregate into the front-end loaders for hauling to the crushing and screening plant;
 - 6.1.1.5 operating and maintaining the crushing and screening plant;
 - 6.1.1.6 transporting crushed Aggregate to the Stockpile;
 - 6.1.1.7 maintaining the stockpiles in good condition;
 - 6.1.1.8 maintaining the waste dump in good condition;
 - 6.1.1.9 maintaining the haul roads within the Property to a reasonable and safe standard, including regular grading and reducing the speed limit to 40km/h for dust suppression;
 - 6.1.1.10 maintaining the settlement dam in good condition; and



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6.1.1.11 maintaining the Property free from dust as per the requirements of the MHSA and any directives issued by the DMR.

6.1.2 Raumix shall, at its own cost and expense, timeously supply, provide and maintain in a proper serviceable condition all Mining Equipment, materials, consumable goods, personnel, supervisors and transportation to and from the Mine as may be necessary to render the Mining Services.

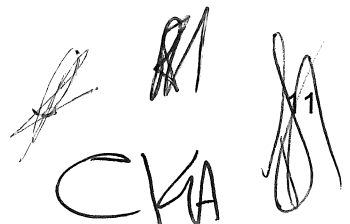
6.1.3 Raumix shall conduct the Mining Services, the ongoing Rehabilitation activities and perform all its other obligations under this Agreement in a timely and competent manner and in accordance with the MWP, the Mine Plan and EMP. In particular, Raumix undertakes in rendering the Mining Services not to do or omit to do anything which could result in the Mining Right being suspended or cancelled or the DMR refusing to renew same.

6.2 Compliance with MHSA

6.2.1 Raumix is responsible for the health and safety at all times of all personnel engaged by it (including its personnel, subcontractors and their respective personnel working or attending at any workplace under Raumix's control) and for compliance with all Health and Safety Laws and all Health and Safety Matters in connection with the operation of the Mine and the Mining Equipment. Raumix must ensure that the Mining Services are carried out in a safe manner in compliance in all respects with all applicable Laws, and in particular, without limitation, the Health and Safety Laws.

6.2.2 Raumix must ensure that all sub-contractors and their respective personnel provide Raumix with a valid number issued in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993, as amended, and certificate of good standing with the compensation commissioner.

6.2.3 Raumix must ensure that all of Raumix's personnel obey all reasonable directions and instructions given by the Holder Representative relating to the safety of persons or property, or to the proper compliance with all Health and Safety Laws, the Mining Right, the SLP and for the EMP. If there is any inconsistency, this clause 6.2.3 shall prevail over all other provisions of this Agreement.



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6.2.4 If the CEO Assistant considers that any Mining Equipment is unsafe for use in providing the Mining Services, or not in proper working order, or not in compliance with the Law, the Holder Representative may:

6.2.4.1 direct Raumix to cease using such Mining Equipment until it has been brought into a safe and proper working order and in compliance with all applicable Laws; or

6.2.4.2 direct Raumix to replace the defective item of Mining Equipment with an equivalent item(s) which is in a safe and proper working order and in compliance with the Law, as the case may be.

6.3 **Updating the Mine Plan**

Raumix shall, as and when necessary but at least once per year, update the Mine Plan in consultation with the Holder.

6.4 **Mining Equipment**

Raumix shall ensure that the Mining Equipment is present at the Mine, complies at all times with the provisions of the MHSA, is in proper working order, for exclusive use by Raumix in the provision of the Mining Services for the duration of the Agreement. To the extent that any additional Mining Equipment is required in order to ensure that Raumix is able to comply with its obligations in terms of this Agreement, Raumix shall provide such additional and/or replacement Mining Equipment timeously and at its own cost and shall ensure that such additional and/or replacement Mining Equipment complies with the provisions of the MHSA.

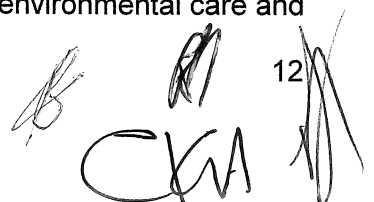
6.5 **Rehabilitation and environmental obligations**

6.5.1 **Raumix's obligations**

6.5.1.1 Unless notified in writing by the Holder not to do so, Raumix undertakes when vacating the Mine, and irrespective of the reason for such vacating, to Rehabilitate and reinstate the Mine, in accordance with the EMP, and all applicable Laws and to remove and dispose of rubbish, debris and surplus material.

6.5.1.2 In providing the Mining Services under this Agreement, Raumix will at all times be responsible for Rehabilitation and environmental care and

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management, to the extent that the Holder may require in terms of this Agreement and/or as may be required by any Law.

6.5.1.3 Raumix shall provide the Mining Services and perform its other obligations under this Agreement in a manner so as to avoid causing unlawful pollution of the Mine and its surroundings. In this clause 6.5.1.3, "pollution" includes contamination, pollution, hazardous or toxic substances or emissions (including noise and dust emission) or other like matters which are likely to have a detrimental impact on the Environment.

6.5.1.4 Raumix shall, at its cost and without delay, take the following measures in respect of pollution or degradation of the Environment caused or likely to be caused in the provision of the Mining Services or the performance of its other obligations under this Agreement:

6.5.1.4.1 investigate, assess and evaluate the impact on the Environment;

6.5.1.4.2 inform and educate personnel about the environmental risks of their work and the manner in which their tasks must be performed in order to avoid causing significant pollution or degradation of the Environment;

6.5.1.4.3 cease, modify or control any act, activity or process causing the pollution or degradation of the Environment;

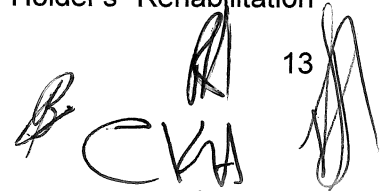
6.5.1.4.4 contain or prevent the movement of pollutants or the causes of pollution or degradation;

6.5.1.4.5 eliminate any source of the pollution or degradation; and/or

6.5.1.4.6 remedy the effects of the pollution or degradation.

6.5.1.5 Raumix undertakes to execute and perform all Rehabilitation required to be done as a result of all activities to be undertaken by Raumix in terms of this Agreement, on an on-going basis and as an integral part of the conduct of Mining Services.

6.5.1.6 Raumix may, at its own cost and in its sole discretion, provide a guarantee to the DMR in respect of the Holder's Rehabilitation

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obligations ("**Raumix Guarantee**"). In the event that Raumix, in its sole and absolute discretion, is no longer willing or able to continue the Raumix Guarantee, it shall provide the Holder with not less than 180 days' notice of its intention to withdraw the guarantee ("**Raumix Notice**"). The Holder shall, as soon as reasonably possible after it has received the Raumix Notice, take all such steps as may be necessary to secure the release of the Raumix Guarantee from the DMR, which steps shall include but shall not be limited to replacing the Raumix Guarantee with a guarantee issued by the Holder.

- 6.5.2 Raumix shall ensure that all blasting activities are conducted strictly in compliance with the EMP, the MHSA and Explosives Act No. 15 of 2003, so as to prevent damage to property and remain within permitted limited.

6.6 **Production and management meetings**

A production and management meeting shall be held at the Mine on a monthly basis. The purpose of these meetings is the review of the general execution of the Mining Services and, if necessary, for the Parties to discuss and approve the proposed updated Mine Plan. The CEO Assistant and any other person nominated by the Holder and duly authorised representatives of Raumix will be present at such meetings.

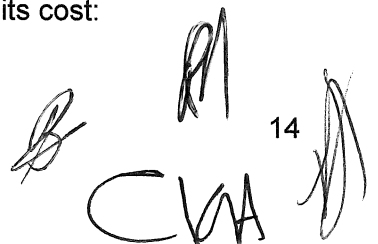
6.7 **Additional Raumix obligations**

Raumix shall not, without the Holder' written consent:

- 6.7.1 use or allow the Mine to be used for any purpose other than for the provision of the Mining Services; or
- 6.7.2 do or allow any act or omission on the Mine which may result in any breach, cancellation, suspension or revocation of the Mining Right or any other Authorisation.

7. **The Holder's obligations**

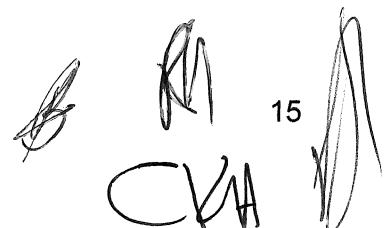
- 7.1 The Holder must at all times during this Agreement and at its cost:

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- 7.1.1 maintain the Mining Right required for the performance of the Mining Services;
- 7.1.2 pay all fees payable in terms of the Mining Right and comply with the conditions of the Mining Right;
- 7.1.3 obtain all approvals necessary, if any, under the MHSA for the performance of the Mining Services;
- 7.1.4 pay all local authority rates, levies and charges in respect of the Property and pay all industry levies in relation to the Property; and
- 7.1.5 subject to the provisions of clause 16 effect payment of all costs and amounts due to Raumix in terms of this Agreement timeously.

8. Statutory appointments and responsibilities

- 8.1 The Holder shall designate a member of its board in terms of section 2A(3) of the MHSA to perform the functions of the Chief Executive Officer and ensure that the necessary notification to the Chief Inspector of Mines is made within seven days of such designation.
- 8.2 Raumix will nominate a suitably qualified person for appointment as a Mine Manager in terms of section 3(1)(a) read with section 7(2) of the MHSA, who shall be formally appointed by the Holder.
- 8.3 The Mine Manager shall be responsible for the appointment of Raumix's Manager, who will have suitable qualifications as reasonably determined by the Mine Manager and will be appointed as a subordinate manager in terms of the MHSA.
- 8.4 The Mine Manager shall have the authority to make such appointments and fulfil such functions as are required to be fulfilled as contemplated in the MHSA and Regulations, including the appointment of any persons required or permitted by the MHSA and/or the regulations thereto, and the control, management and direction of personnel in his area of responsibility at the Mine, with regard to safety, health and discipline.
- 8.5 The Mine Manager shall, in addition, be responsible for ensuring full compliance with all applicable Laws.

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- 8.6 The Holder has the right to:
- 8.6.1 remove the Mine Manager; and
 - 8.6.2 remove or request Raumix to remove, any appointments made by the Mine Manager or Raumix in terms of MHSA,
- in circumstances where, in the reasonable opinion of the Holder, such persons are not performing in the best interest of the Holder.
- 8.7 The Holder has the right to approve or refuse all proposed statutory appointments in terms of MHSA, which right must be exercised reasonably and without delay.

9. **CEO Appointee**

- 9.1 The CEO Appointee shall be responsible for the strategic planning and overall coordination of this Agreement and shall be entitled at any time to inspect the Mining Services and test and examine any of the Mining Equipment to be used and workmanship employed in connection with the Mining Services. The foregoing shall in no way derogate from the Raumix's obligation to perform the Mining Services in terms of this Agreement.
- 9.2 The CEO Appointee may at any time delegate any of its functions and powers in terms of clause 14.1 to an employee or officer of the Holder or to a third party.
- 9.3 Any lawful written instruction or written approval given by a third party to Raumix in terms of an approved delegation (but not otherwise) shall bind Raumix and the Holder, provided always that:
- 9.3.1 the failure of such delegate to disapprove any Mining Services (including workmanship and/or materials) shall not prejudice the right of the Holder to thereafter disapprove such Mining Services, and to order the rectification or removal thereof, provided that in the event that the Holder fails to disapprove any of the Mining Services within a period of one month after the defect came to or should have come to its attention, then the Holder shall be deemed to have waived the right to disapprove such Mining Services; and
 - 9.3.2 if Raumix shall be dissatisfied with any decision of the delegate, it shall be entitled to refer the matter to the Holder, which shall thereupon confirm, reverse or vary such decision.

10. Liability

Raumix shall be liable to the Holder for any damage to the Mine occasioned by it in the course of the rendering of Mining Services including but not limited to damages arising out of the use of the Mining Equipment. In the event of any damage, loss or injury to or suffered by the Holder or any part thereof for any wilful or negligent act or omission on the part of Raumix or any of Raumix's personnel, Raumix shall be liable, at its cost, to repair and make good such damage, loss or injury.

11. Heritage items

11.1 Raumix acknowledges that all Heritage Items discovered at the Mine, if any, are the property of the State.

11.2 Raumix must not:

11.2.1 destroy, damage, excavate, alter, deface, remove from its original position or otherwise disturb any Heritage Item discovered at the Mine;

11.2.2 trade in, sell for private gain, export or attempt to export from the RSA any Heritage Item discovered at the Mine; or

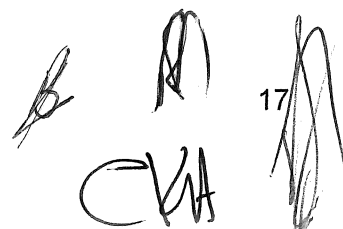
11.2.3 disturb any area designated as a heritage resource in terms of the NHRA and/or identified in the Mining Plan, without, the Holder Representative's prior written approval.

11.3 If Raumix discovers any Heritage Item or burial grounds or graves at the Mine or its surrounds, Raumix must promptly inform the Holder Representative in writing of the discovery of the item in question and proceed in accordance with the requirements of the Heritage Resources Act, No. 25 of 1999.

11.4 As at the Signature, Date the Holder is not aware of any Heritage Items or burial grounds at the Mine.

12. Interference with streams, traffic and adjoining properties

Raumix shall carry out all Mining Services in a manner so as not to cause any pollution of streams, unnecessary or improper interference with public conveniences or the access to, use and occupation of public or private roads and footpaths or other properties at or in the vicinity of the Mine.

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13. **Safety In Mines Research Advisory Committee**

In the event that, during the rendering of the Mining Services, any person is injured or killed in circumstances where such injury or death results in a safety in mine research advisory committee levy being imposed on the Holder in terms of the MPRDA and/or the MHSA and/or the Regulations promulgated in terms thereof, or any Law in substitution thereof, or in any other fine or penalty in terms of any other legislative provision, then, unless such injury or death was caused by the Holder, its personnel or representatives, Raumix shall be liable for an amount equal to the total amount of the levies or fine that is payable by The Holder. Such amount will be payable by Raumix to the Holder on demand, as a lump sum once off payment and shall not be capable of set off or deduction.

PART C - SUPPLY AND OFF TAKE

14. **Sale and Purchase of Aggregate**

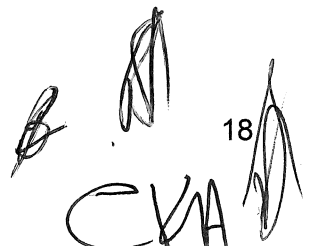
- 14.1 Raumix hereby purchases from the Holder, which hereby sells to Raumix, the Aggregate Delivered.
- 14.2 The Holder shall sell to Raumix, the Aggregate on a monthly basis in the quantities of Aggregate Delivered.

15. **Delivery and off-take**

15.1 **Delivery of Aggregate**

- 15.1.1 Delivery of the Aggregate sold by the Holder to Raumix shall take place by *constitutum possessorium*, and accordingly the Parties agree that upon the placing of the Aggregate by Raumix on the Stockpile ("**delivery moment**") the Parties change their intention with respect to the ownership of the Aggregate such that as from the delivery moment, Raumix shall become the owner of the placed Aggregate.
- 15.1.2 All risk and benefit in and to the placed Aggregate shall pass from the Holder to the Raumix on the delivery moment.

15.2 **Off Take**

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Raumix shall purchase and remove all of the Aggregate that is Delivered each and every month during the currency of this Agreement.

PART D: CONSIDERATION AND PAYMENT

16. Consideration for the Mining Services

The Holder shall be liable for the Costs incurred by Raumix in rendering the Mining Services.

17. Purchase Price of Aggregate

The Purchase Price for the Aggregate to be Delivered and Taken Off in terms of this Agreement shall be the Holder Turnover (Annexure B) which may be changed from time to time as agreed between the Parties.

18. Payment

Raumix shall, on a monthly basis, off-set the Costs against the Holder Turnover, and pay the remaining balance (if any) to the Holder.

PART E - GENERAL PROVISIONS

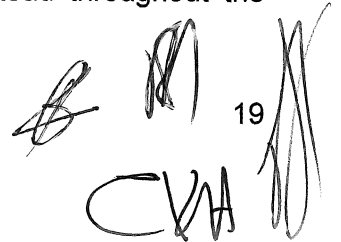
19. Diesel Rebates

19.1 The Parties record and agree that Raumix shall, pursuant to section 75(1A)(b)(i) of the Customs and Excise Act No. 91 of 1964, claim all refunds in respect of fuel purchased and used in rendering the Mining Services ("**the Refunds**").

19.2 In the event that the South African Revenue Service ("**SARS**") orders or directs the Parties to account on a basis that differs from that set out in clause 19.1 above, then the Parties agree to abide by and implement the terms of any subsequent lawful rulings, orders or directives by SARS in relation to the claiming of the Refunds.

20. Royalties

20.1 Each of the Parties confirms that it is duly registered in terms of the Mineral and Petroleum Resources Royalty (Administration) Act No. 29 of 2008 (the "**Royalty Act**") and undertakes to keep such registration in good stead throughout the duration of this Agreement.

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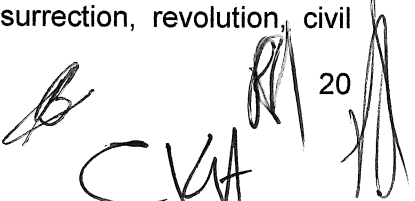
- 20.2 The Parties agree that the Holder must be treated as the person or entity that wins or recovers the mineral resource referred to in this Agreement.
- 20.3 Raumix agrees to co-operate with the Holder towards the administration and facilitation of timeous payment of royalties to the authorities and to take all steps required upon request by the Holder.

21. Warranties

Each Party warrants that it has the power to execute, deliver and perform its obligations under this Agreement and all necessary corporate and other actions have been taken to authorise that execution, delivery and performance.

22. Force majeure

- 22.1 Any failure on the part of a Party hereto to comply with any of the terms, conditions and provisions of this Agreement (except any obligation of a Party to make payment of money to the other Party) shall not be grounds for termination or give the other Party hereto any claim for damages insofar as such failure arises from force majeure, if the first-mentioned Party:
- 22.1.1 has taken all appropriate precautions, due care and reasonable alternative measures with the objective of avoiding such failure and of carrying out its obligations under this Agreement; and
- 22.1.2 has given notice to the other Party of the occurrence of force majeure on becoming aware of such an event;
- provided that if the force majeure persists for ninety days or more, the provisions of clause 24 shall apply.
- 22.2 The first-mentioned Party shall take all reasonable measures to overcome the force majeure and to fulfil the terms and conditions of this Agreement with the minimum of delay (provided that no Party has an obligation to settle an employee dispute or to test the constitutionality of any legislation or Law) and shall give notice to the other Party on the restoration of normal conditions.
- 22.3 For the purposes of this Agreement, force majeure means act of war (whether declared or undeclared), invasion, armed conflict, act of foreign enemy, act of terrorism, martial law, military or usurped power, insurrection, revolution, civil

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disturbances, blockades, riot, embargoes, strikes, lock-outs and other employee conflicts, sabotage, criminal damage, land disputes, epidemics, plague, volcanic eruptions, earthquakes, subsidence, heave, landslip, collapse, rock falls, storms, cyclones, floods (including flooding of the mine works (other than flooding as a result of a failure by Raumix to comply with its obligations to pump water out of the Mine), explosions (including nuclear explosions), fires, lightning, methane and other gases and the explosion thereof, radioactive or chemical contamination or ionising radiation save to the extent that unless the source or cause of the contamination, radiation or other hazardous thing is brought or has been brought onto or near the Mine by the Party claiming force majeure or those employed or engaged by the Party claiming force majeure save to the extent that it is or was essential for the construction or operation of the Mining Services, non-availability of electrical power, gas, water or other utilities other than due to the negligence or default of any Party, restrictions imposed by the government or other authorities of any country which has jurisdiction either over The Holder or its operations (provided that no Party will not be entitled to claim a force majeure event as a result of restrictions imposed by the DMR or South African governmental authorities) or destruction of, damage to or unavailability of materials, equipment or supplies and any other event which the Party claiming force majeure could not reasonably be expected to prevent or control.

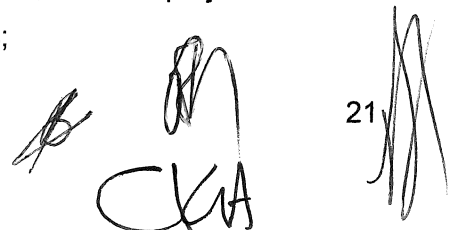
23. Breach

23.1 If either Party breaches any provision in terms of this Agreement, and fails to comply with a written notice from the non-breaching Party to the defaulting Party requiring that Party to:

23.1.1 commence within 48 hours to take all reasonable steps to remedy the breach and, having commenced, to diligently pursue such steps; and/or

23.1.2 fully, properly and effectively remedy that breach of warranty within fourteen Business Days after receipt of the notice, the aggrieved Party shall be entitled, without derogating from any of its other specific rights or remedies provided for under this Agreement or which it is entitled to in law, at its option:

23.1.2.1 to suspend the performance of its obligations hereunder until such time as the defaulter has remedied its breach, without prejudice to the aggrieved Party's right to claim damages;

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- 23.1.2.2 to sue for immediate specific performance of any of the defaulting Party's obligations under this Agreement; or
- 23.1.2.3 to cancel this Agreement in which case written notice of the cancellation must be given to the defaulting Party and the cancellation shall take effect on the giving of the notice.
- 23.2 In relation to any of the events referred to in clause 23.1, the aggrieved Party shall be entitled to claim such damages as the aggrieved Party may be entitled to:
- 23.2.1 in law, excluding any indirect or consequential damages, save as otherwise expressly provided for in this Agreement; or
- 23.2.2 in terms of this Agreement.

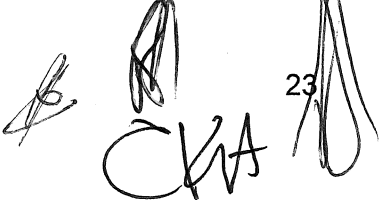
24. Termination

- 24.1 Either Party may terminate this Agreement by providing the other Party with thirty days' written notice of its intention to terminate the Agreement, if a Termination Event occurs, which includes but is not limited to the following events:
- 24.1.1 a Party takes steps to place itself, or is placed in, liquidation, or under "business rescue" (as defined at section 128(1)(b) of the Companies Act, whether voluntarily or compulsorily, or if a liquidator, trustee, curator or judicial manager is appointed for the judicial management or winding up of the Party, in either case whether provisionally or finally or analogous proceedings are begun and not stayed or discharged before the third Business Day prior to the date set for the hearing of such proceedings; or
- 24.1.2 a Party takes steps to deregister itself or is deregistered; or
- 24.1.3 a Party commits an act which would be an act of insolvency, as defined in the Insolvency Act, 1936, as at the Signature Date, if committed by a natural person; or
- 24.1.4 a Party fails to satisfy a judgment against it within ten Business Days of becoming aware of the judgment, unless if the Party provides evidence on an ongoing basis to the reasonable satisfaction of the other Party that steps have been taken within the ten Business Days to appeal, review or rescind the judgment and to procure suspension of execution and that such steps

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are being expeditiously pursued, in which case the period of ten Business Days shall run from the date on which the judgment becomes final or the attempt to procure the suspension of execution fails; or

- 24.1.5 any of the assets, properties or any part of the business of the Party are attached or any holder of a security interest takes possession of any assets, properties or any part of the business of the Party and steps have not been taken by the Party to set such attachment aside or to recover such possession within the earlier of ten Business Days from it acquiring knowledge of such attachment or possession or such time as the Party ought reasonably to have acquired such knowledge of such attachment or taking of possession occurring; or
- 24.1.6 where there is a material change in the shareholding or control of either Party (for this clause 24.1.6 "**control**" shall bear the meaning as ascribed to that term in section 3(2) of the Companies; or
- 24.1.7 the other Party ceases, for whatever reason, to have the ability to fulfil any of its obligations under this Agreement; or
- 24.1.8 the actions or omissions of Raumix expose the Holder to liability for breach of statutory or common law duty, as set out in clause 6.2.3;
- 24.1.9 any authority suspends, cancels, revokes, nationalises, seizes, displaces, acquires control of or otherwise expropriates, all or any of:
 - 24.1.9.1 the Mining Right;
 - 24.1.9.2 the Mine, or any portion thereof;
 - 24.1.9.3 Raumix's Mining Equipment;
 - 24.1.9.4 the Party's management of or authority in respect of the conduct of its business;
 - 24.1.9.5 the shares of the Party; or
- 24.1.10 a Party otherwise repudiates this Agreement;
- 24.1.11 the Parties agree that continued mining operations at the Mine becomes uneconomic; or

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24.1.12 The Holder' for any reason whatsoever cease to hold the Mining Right.

24.2 Notwithstanding any provision in this Agreement to the contrary, Raumix shall be entitled to terminate this Agreement on thirty Business Days written notice to the Holder.

25. Consequences of termination or cancellation

25.1 On the date which a Party receives written notice of termination from the other Party ("**the Termination Date**"), whether due to termination arising out of a Termination Event or cancellation as a result of a breach as contemplated in clause 23, Raumix shall within thirty days discontinue execution of the Mining Services.

25.2 If Raumix has duly performed its obligations (including the Rehabilitation obligations) in terms of this Agreement up until and including thirty days after the Termination Date, then Raumix shall recover from the Holder:

25.2.1 the amount due for the Mining Services which have been completed up to and including thirty days after the Termination Date; and

25.2.2 the reasonable cost of removal of the Raumix's Mining Equipment from the Mine,

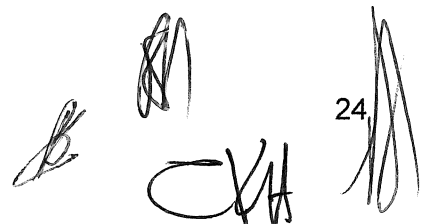
unless the Holder cancelled the Agreement as a result of a breach thereof by Raumix, in which case Raumix shall forfeit all amounts due and owing to Raumix in terms of this Agreement.

25.3 All claims under clause 25.2 shall be supported by documentation submitted by Raumix to The Holder and satisfactory in form and content to The Holder.

25.4 Raumix shall not be entitled to any indirect or consequential losses due to the termination of this Agreement and Raumix's claim shall be limited to the provisions of this clause 25.

26. Arbitration

26.1 Save as may be expressly provided for elsewhere in this Agreement for the resolution of particular disputes, any other dispute arising out of or in connection

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with this Agreement or the subject matter of this Agreement, including without limitation, any dispute concerning:

- 26.1.1 the existence of the Agreement apart from this clause;
- 26.1.2 the interpretation and effect of the Agreement;
- 26.1.3 the Parties' respective rights or obligations under the Agreement;
- 26.1.4 the rectification of the Agreement;
- 26.1.5 the breach, termination or cancellation of the Agreement or any matter arising out of the breach, termination or cancellation; and/or
- 26.1.6 damages arising in *delict*, compensation for unjustified enrichment or any other claim, whether or not the rest of the Agreement apart from this clause is valid and enforceable,

shall be decided by arbitration in accordance with this clause.

- 26.2 The Parties shall agree on the arbitrator who shall be an advocate on the panel of arbitrators of the Arbitration Foundation of Southern Africa ("**AFSA**"). If agreement is not reached within ten Business Days after any Party calls in writing for such agreement, the arbitrator shall be an advocate nominated by the Registrar of AFSA for the time being.
- 26.3 The request to nominate an arbitrator shall be in writing and shall, if desired, suggest suitable nominees for appointment as arbitrator. A copy of the request shall be furnished to the other Parties who may, within seven days, submit written comments on the request to the Registrar of AFSA with a copy to the first Party.
- 26.4 The arbitration shall be held in Johannesburg and shall be conducted in English.
- 26.5 The arbitration shall take place in accordance with the Commercial Arbitration Rules of AFSA.
- 26.6 Nothing contained in this clause 26 shall prohibit a Party from approaching any court of competent jurisdiction for urgent interim relief pending determination of the dispute by arbitration.

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27. **Miscellaneous matters**

27.1 **postal address**

27.1.1 Any written notice in connection with this Agreement may be addressed:

27.1.1.1 in the case of the Holder to:

address: 50 Tegal Avenue
Highgrove Office Park, Building One
Highveld, Centurion
email: legal@raubex.com

and marked for the attention of Robert Shedlock

27.1.1.2 in the case of the Raumix to:

address: 50 Tegal Avenue
Highgrove Office Park, Building One
Highveld, Centurion
email: legal@raubex.com

and marked for the attention of Robert Shedlock.

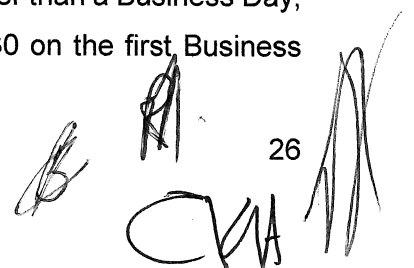
27.1.2 A notice shall be deemed to have been duly given:

27.1.2.1 five Business Days after posting (fourteen Business Days if the address is not in the RSA), if posted by registered post (airmail, if available) to a Party's address in terms of sub-clause 27.1.1.

27.1.2.2 on delivery, if delivered to a Party's physical address in terms of either sub-clause 27.1.1 or sub-clause 27.1.2 before 17h00 on a Business Day, or if delivered on a Business Day but after 17h00 on that Business Day or on any day other than a Business Day, it will be deemed to have been given at 08h30 on the first Business Day after it was delivered;

27.1.2.3 on despatch, if sent to a Party's then fax number or e-mail address before 17h00 on a Business Day or if sent on a Business Day but after 17h00 on that Business Day, or on any day other than a Business Day, it will be deemed to have been given at 08h30 on the first Business Day after it was sent,

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unless the addressor is aware, at the time the notice would otherwise be deemed to have been given, that the notice is unlikely to have been received by the addressee through no act or omission of the addressee.

27.1.3 A Party may change that Party's address or fax number or e-mail address for this purpose by notice in writing to the other Party, such change to be effective only on and with effect from the 7th Business Day after the giving of such notice.

27.1.4 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a Party shall be an adequate written notice or communication to that Party notwithstanding that it was not sent to or delivered at that Party's chosen address as stated in clause 27.1.1.

27.2 **address for service of legal documents**

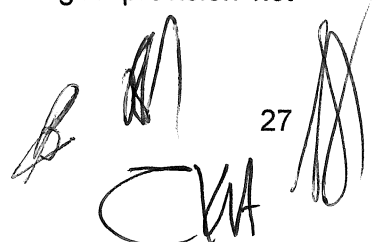
27.2.1 The Parties choose the physical addresses at which documents in legal proceedings in connection with this Agreement may be served (i.e. their *domicilia citandi et executandi*) as set out in clause 27.1.1 above.

27.2.2 A Party may change that Party's address for this purpose to another physical address in the RSA by notice in writing to the other Party, such change to be effective only on and with effect from the 7th Business Day after the giving of such notice.

27.2.3 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a Party shall be an adequate service of such written notice or communication to that Party notwithstanding that it was not sent to or delivered or served at that Party's chosen *domicilium citandi et executandi*.

27.3 **entire contract**

This Agreement contains all the provisions agreed on by the Parties with regard to the subject matter of this Agreement and supersedes and novates in its entirety any previous understandings or agreements between the Parties in respect thereof, and the Parties waive the right to rely on any alleged provision not expressly contained in this Agreement.

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27.4 no stipulation for the benefit of a third person

Save as is expressly provided for in this Agreement, no provision of this Agreement constitutes a stipulation for the benefit of a third person (i.e. a *stipulatio alteri*) which, if accepted by the person, would bind any Party in favour of that person.

27.5 no representations

A Party may not rely on any representation which allegedly induced that Party to enter into this Agreement, unless the representation is recorded in this Agreement.

27.6 variation, cancellation and waiver

No agreement varying, adding to, deleting from or cancelling this Agreement, and no waiver of any right under this Agreement, shall be effective unless reduced to writing and signed by or on behalf of the Parties.

27.7 indulgences

The grant of any indulgence, extension of time or relaxation of any provision by a Party under this Agreement shall not constitute a waiver of any right by the grantor or prevent or adversely affect the exercise by the grantor of any existing or future right of the grantor.

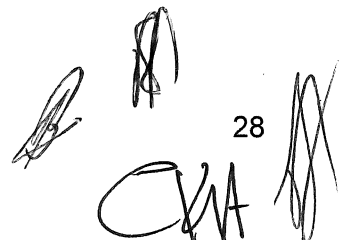
27.8 cession and delegation

A Party may not cede any or all of that Party's rights or delegate any or all of that Party's obligations under this Agreement without the prior written consent of the other Party.

27.9 applicable law

This Agreement is to be governed, interpreted and implemented in accordance with the Laws of the RSA.

27.10 jurisdiction of South African courts

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The Parties consent to the non-exclusive jurisdiction of the High Court of South Africa, South Gauteng High Court, Johannesburg for any proceedings arising out of or in connection with this Agreement.

27.11 **costs**

27.11.1 Each Party shall bear that Party's own legal costs and disbursements of and incidental to the negotiation, preparation, settling, signing and implementation of this Agreement.

27.11.2 Any costs, including all legal costs on an attorney and own client basis and VAT, incurred by a Party arising out of or in connection with a breach by the other Party shall be borne by the Party in breach.

27.12 **signature in counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same agreement.

27.13 **independent advice**

Each of the Parties hereby respectively agrees and acknowledges that:

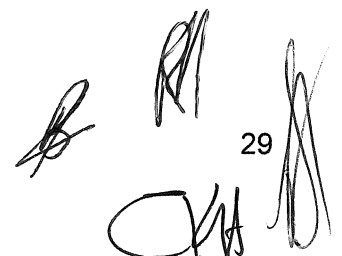
27.13.1 it has been free to secure independent legal advice as to the nature and effect of each provision of this Agreement and that it has either taken such independent legal advice or has dispensed with the necessity of doing so; and

27.13.2 each provision of this Agreement (and each provision of an Annexe) is fair and reasonable in all the circumstances and is part of the overall intention of the Parties in connection with this Agreement.

27.14 **good faith**

The Parties shall at all times act in good faith towards each other and shall not bring each other into disrepute.

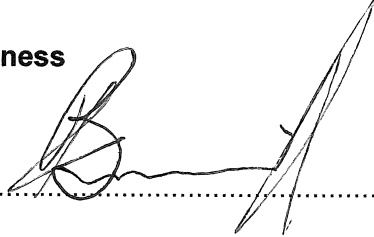
27.15 **co-operation**




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Each of the Parties undertakes at all times to do all such things, perform all such acts and take all such steps, and to procure the doing of all such things, within its power and control, as may be open to it and necessary for and incidental to the putting into effect or maintenance of the terms, conditions and import of this Agreement.

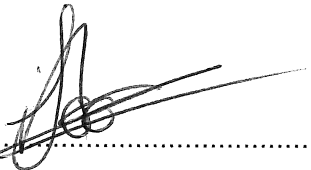
Signed at CENTURION on 1st FEBRUARY 2019.

Witness

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for **Komani Quarry Proprietary Limited**


.....
duly authorised and warranting such authority

Signed at CENTURION on 1st FEBRUARY 2019.

Witness

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for **Raumix Aggregates Proprietary Limited**


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duly authorised and warranting such authority