BOWMANS

EXECUTION

GOLD MINEWORKERS' CLASS ACTION
SETTLEMENT AGREEMENT

between

AFRICAN RAINBOW MINERALS LIMITED

ANGLO AMERICAN SOUTH AFRICA LIMITED

ANGLOGOLD ASHANTI LIMITED

AVGOLD LIMITED

FREEGOLD (HARMONY) PROPRIETARY LIMITED

FREE STATE CONSOLIDATED GOLD MINES (OPERATIONS) LIMITED

GOLD FIELDS LIMITED

GOLD FIELDS OPERATIONS LIMITED

NEWSHELF 899 PROPRIETARY LIMITED

BEATRIX MINES LIMITED

FARWORKS/682 LIMITED

DRIEFONTEIN CONSOLIDATED PROPRIETARY LIMITED

GFL MINING SERVICES LIMITED

GFI JOINT VENTURE HOLDINGS PROPRIETARY LIMITED

HARMONY GOLD MINING COMPANY LIMITED

UNISEL GOLD MINES LIMITED

LORAINE GOLD MINES LIMITED

RANDFONTEIN ESTATES LIMITED

SIBANYE GOLD LIMITED

LESLIE GOLD MINES LIMITED

BRACKEN MINES LIMITED

K2018259017 (SOUTH AFRICA) PROPRIETARY LIMITED

RICHARD SPOOR INC. ATTORNEYS

RICHARD SPOOR

ABRAHAMS KIEWITZ INCORPORATED

CHARLES ABRAHAMS

LEGAL RESOURCES CENTRE

MOTLEY RICE LLC

HAUSFELD LLP

and

THE PERSONS LISTED IN SCHEDULE 1

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PARTIES:

This Agreement is made between:

(1) **African Rainbow Minerals Limited**, a company registered in accordance with the laws of South Africa under registration number 1933/004580/06 (**ARM**);

(2) **Anglo American South Africa Limited**, a company registered in accordance with the laws of South Africa under registration number 1917/005309/06 (**AASA**);

(3) **AngloGold Ashanti Limited**, a company registered in accordance with the laws of South Africa under registration number 1944/017354/06 (**AGA**);

(4) **Avgold Limited**, a company registered in accordance with the laws of South Africa under registration number 1990/007025/06 (**Avgold**);

(5) **Freegold (Harmony) Proprietary Limited**, a company registered in accordance with the laws of South Africa under registration number 2001/029602/07 (**Freegold**);

(6) **Free State Consolidated Gold Mines (Operations) Limited**, a company registered in accordance with the laws of South Africa under registration number 1937/009266/06 (**FSC**);

(7) **Gold Fields Limited**, a company registered in accordance with the laws of South Africa under registration number 1968/004880/06 (**GFL**);

(8) **Gold Fields Operations Limited**, a company registered in accordance with the laws of South Africa under registration number 1959/003209/06 (**GFO**);

(9) **Newshelf 899 Proprietary Limited**, a company registered in accordance with the laws of South Africa under registration number 2007/019941/07 (**NPL**);

(10) **Beatrix Mines Limited**, a company registered in accordance with the laws of South Africa under registration number 1977/002138/06 (**BML**);

(11) **Farworks/682 Limited**, a company registered in accordance with the laws of South Africa under registration number 1964/004462/06 (**FL**);

(12) **Driefontein Consolidated Proprietary Limited**, a company registered in accordance with the laws of South Africa under registration number 1993/002956/07 (**DCPL**);

(13) **GFL Mining Services Limited**, a company registered in accordance with the laws of South Africa under

registration number 1997/019961/06 (**GFLMS**);

(14) **GFI Joint Venture Holdings Proprietary Limited**, a company registered in accordance with the laws of South Africa under registration number 1998/023354/07 (**GFI**);

(15) **Harmony Gold Mining Company Limited**, a company registered in accordance with the laws of South Africa under registration number 1950/038232/06 (**Harmony**);

(16) **Unisel Gold Mines Limited**, a company registered in accordance with the laws of South Africa under registration number 1972/010604/06 (**Unisel**);

(17) **Loraine Gold Mines Limited**, a company registered in accordance with the laws of South Africa under registration number 1950/039138/06 (**Loraine**);

(18) **Randfontein Estates Limited**, a company registered in accordance with the laws of South Africa under registration number 1889/000251/06 (**REL**);

(19) **Sibanye Gold Limited**, a company registered in accordance with the laws of South Africa under registration number 2002/031431/06 (**Sibanye**);

(20) **Leslie Gold Mines Limited**, a company registered in accordance with the laws of South Africa under registration number 1959/001124/06 (**Leslie**);

(21) **Bracken Mines Limited**, a company registered in accordance with the laws of South Africa under registration number 1959/001126/06 (**Bracken**);

(22) **K2018259017 (South Africa) Proprietary Limited**, a company registered in accordance with the laws of South Africa under registration number 2018/259017/07 (the **Agent**);

(23) **Richard Spoor Inc. Attorneys**, a company registered in accordance with the laws of South Africa under registration number 2011/011048/21 (**Richard Spoor**);

(24) **Richard Spoor**, an adult male with South African identity number 5907085022086 (**Spoor**);

(25) **Abrahams Kiewitz Incorporated**, a company registered in accordance with the laws of South Africa under registration number 2012/086658/21 (**Abrahams Kiewitz**);

(26) **Charles Abrahams**, an adult male with South African identity number 670805 5168084 (**Abrahams**);

(27) **Legal Resources Centre**, a law clinic registered with the Law Society of the Northern Provinces and a non-profit organisation registered in accordance with the laws of South Africa with NPO number 023-004 (**LRC**);

(28) **Motley Rice LLC**, a company registered in accordance with the laws of South Carolina, United States of America under registration number 75-3051732 (**Motley Rice**);

(29) **Hausfeld LLP**, a limited liability partnership registered in accordance with the laws of the District of Columbia under initial file number 28181 (**Hausfeld**); and

(30) **the persons listed in Schedule 1** (the **Class Representatives**).

WHEREAS

A. The Class Action Litigation, relating to Silicosis and Tuberculosis, has been instituted against a number of respondents, including some of the Companies.

B. The Parties recognise the need to address issues associated with past, present and future compensation for Silicosis and Tuberculosis in the South African gold mining industry, and settle the Settled Claims fully and finally.

C. The Parties have engaged with each other with the objective of seeking a comprehensive solution that: (i) recognises the contribution of, and is fair to, past and present employees of gold mining companies; (ii) will provide reassurance to past and present employees in the gold mining industry, thereby contributing to their stability and productivity; and (iii) serves the interests of the Claimants.

D. This Agreement is made and entered into by and between, among others, the Companies, the Claimants' Attorneys and the Class Representatives. This Agreement sets out the terms upon which, and the conditions subject to which, the Parties will:

a. establish the Trust, which will (among other things): (i) provide for the location and, where applicable, the medical examination of potential Eligible Claimants; and (ii) provide relief to Eligible Claimants, in the form of Benefits; and

b. settle the Settled Claims fully and finally,

with the Class Action Litigation terminating as against the Companies, and only continuing as against the respondents in the Class Action Litigation that are not parties to this Agreement.

E. The Companies have procured the formation of the Agent to represent them in relation to certain matters contemplated in this Agreement and in the Trust. Similarly, the Claimants' Attorneys have the right to appoint the Claimants' Agent to represent them in relation to certain matters contemplated in the Trust.

F. The Founders, upon the terms of the Trust Deed, and if the Conditions to which this Agreement is subject are fulfilled or waived (where waiver is permitted), will make the following financial contributions to the Trust:

a. contributions for the administration of the Trust, which will include: (i) the costs and expenses reasonably incurred in the establishment of a database and information technology system for the processing of claims and the payment of Benefits, and the maintenance of that system; (ii) the ongoing administration costs and expenses reasonably incurred in the administration and governance of the Trust; and (iii) the reasonable costs of locating and, where applicable, medically examining potential Eligible Claimants; and

b. initial and annual contributions during the existence of the Trust to enable the payment of Benefits to Eligible Claimants.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

For the purposes of this Agreement and the preamble above:

1.1.1 **Affiliate** means: (i) in relation to any person which is a corporate body, any other person that Controls, is Controlled by or is under common Control with, such person; and (ii) in relation to any person who is a natural person, any agent, trustee or representative of such person;

1.1.2 **Agreement** means this Gold Mineworkers' Class Action Settlement Agreement, including all Schedules hereto;

1.1.3 **Benefits** shall have the meaning ascribed to the term "Benefits" in the Trust Deed;

1.1.4 **Business Day** means any day other than a Saturday, Sunday or statutory public holiday in South Africa;

1.1.5 **Classes** means the classes of persons as set out in Schedule 2;

1.1.6 **Claimant** means any person falling within the Classes;

1.1.7 **Claimants' Attorneys** means Richard Spoor, Abrahams Kiewitz, LRC and the Consulting Law Firms;

1.1.8 **Class Action Litigation** means the applications for class certification under case numbers 48226/12, 31324/12, 31326/12, 31327/12, 08108/13 in the Court, which applications were

consolidated under case number 48226/12 and thereafter referred to as *Bongani Nkala and Others v Harmony Gold Mining Company Limited and others*;

1.1.9 **Companies** means ARM, AASA, AGA, Avgold, Freegold, FSC, GFL, GFO, NPL, BML, FL, DCPL, GFLMS, GFI, Harmony, Unisel, Loraine, REL and Sibanye, Leslie, and Bracken;

1.1.10 **Conditions** means the suspensive conditions set out in clause 2, to which this Agreement is subject, and **Condition** shall mean any one of them as the context may require;

1.1.11 **Consulting Law Firms** means Motley Rice and Hausfeld;

1.1.12 **Control** means: (i) the legal or beneficial ownership, directly or indirectly, of 50% (fifty per cent) or more of the shares or other ownership interests of any person; (ii) the ability, directly or indirectly, to appoint half or more of the board or other controlling body of any person; or (iii) the ability, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise to direct or cause the direction of the management and policies of any person, and for this purpose, a person shall be deemed to direct or cause the direction of the management and policies of a person if the consent or approval of such person is required with respect to all or substantially all material decisions; and **Control, Controls** and **Controlling** shall be construed accordingly;

1.1.13 **Court** means the High Court of South Africa (Gauteng Local Division, Johannesburg);

1.1.14 **Effective Date** means the date on which the last Condition is fulfilled or waived, or such other date as the Parties may agree in writing;

1.1.15 **Independent Auditor** means the company or firm of auditors referred to in clause 2.3;

1.1.16 **Master** means the Master, Deputy Master or Assistant Master of the office of the Master of the Court;

1.1.17 **Opt Out Notice** means a notice in the form of Schedule 3;

1.1.18 **Parties** means the parties to this Agreement, and **Party** shall mean any one of them as the context may require;

1.1.19 **Preserved Claims** mean, in relation to Settling Claimants who have undertaken Risk Work at a Qualifying Mine or Qualifying Mines, claims or actions, for the time Risk Work was undertaken at a Qualifying Mine or Qualifying Mines outside a Qualifying Period, capable of being brought or instituted by or on behalf of, or otherwise available to, such Settling Claimants, or any of them, against a Company that owns or operates such Qualifying Mine or Qualifying Mines on or after the Signature Date, for the amounts by which the Benefit payable to him has been reduced, in terms of clause 5.6.1.3 of the Trust Deed, for the time Risk Work was undertaken at a Qualifying Mine or Qualifying Mines outside a Qualifying Period;

1.1.20 **Settled Claims** means all and any claims or actions, whether in South Africa or any other jurisdiction, brought or instituted or capable of being brought or instituted by or on behalf of, or otherwise available to, the Settling Claimants, or any of them, against all or any of the Companies and/or any of their Affiliates (as at the Signature Date), directly or indirectly arising from or related to Silicosis and/or Tuberculosis (including the Class Action Litigation and all claims or actions arising from the Class Action Litigation) but excluding the Preserved Claims;

1.1.21 **Settling Claimant** means a Claimant who has not delivered a completed and executed Opt Out Notice, as contemplated by clause 2.2;

1.1.22 **Signature Date** means the last date on which this Agreement is signed by or on behalf of the Parties;

1.1.23 **Trust** means the trust to be constituted in terms of the Trust Deed; and

1.1.24 **Trust Deed** means a trust deed in the form of Schedule 4, as amended or replaced in terms of clause 3.3, if that clause is applicable.

1.2 **Interpretation**

1.2.1 Unless expressly provided to the contrary or inconsistent with the context, a reference in this Agreement to:

1.2.1.1 this **Agreement** or any other agreement, document or instrument shall be construed as a reference to this Agreement or that other agreement, document or instrument as amended, varied, novated or substituted from time to time;

1.2.1.2 a **clause**, **sub-clause** or **Schedule** is to a clause, sub-clause or schedule of or to this Agreement;

1.2.1.3 a **person** includes any natural person, estate, firm, company, corporation, body corporate, juristic person, unincorporated association, government, state or agency of a state or any association, trust, partnership, syndicate, consortium, joint venture, charity or other entity (whether or not having separate legal personality);

1.2.1.4 any one gender, whether masculine, feminine or neuter, includes the other two;

1.2.1.5 the singular includes the plural and *vice versa*;

1.2.1.6 a word or expression given a particular meaning includes cognate words or

expressions;

1.2.1.7 any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day is a day that is not a Business Day, the next Business Day;

1.2.1.8 a statutory provision includes any subordinate legislation made from time to time under that provision and a reference to a statutory provision includes that provision as from time to time amended or modified or re-enacted as far as such amendment or modification or re-enactment applies, or is capable of applying, to this Agreement or any transaction entered into in accordance with this Agreement;

1.2.1.9 the words **including**, **include** or **in particular** followed by specific examples shall be construed by way of example or emphasis only and shall not be construed, nor shall it to take effect, as limiting the generality of any preceding words, and the *eiusdem generis* rule shall not to be applied in the interpretation of such specific examples or general words; and

1.2.1.10 the words **other** or **otherwise** shall not be construed *eiusdem generis* with any foregoing words where a wider construction is possible.

1.2.2 All the headings and sub-headings in this Agreement are for convenience and reference only and shall be ignored for the purposes of interpreting it.

1.2.3 A term defined in a particular clause or Schedule in this Agreement, unless it is clear from the clause or Schedule in question that application of the term is to be limited to the relevant clause or Schedule bears the meaning ascribed to it for all purposes of this Agreement, notwithstanding that that term has not been defined in clause 1.1, and where there is any inconsistency between any term defined in clause 1.1 and any term defined in any clause or Schedule in this Agreement, then, for the purposes of construing such clause or Schedule the term as defined in such clause or Schedule prevails.

1.2.4 No rule of construction may be applied to the disadvantage of a Party because that Party was responsible for or participated in the preparation of this Agreement or any part of it.

1.2.5 If a definition confers substantive rights or imposes substantive obligations on a Party, such rights and obligations shall be given effect to and are enforceable as substantive provisions of this Agreement, notwithstanding that they are contained in that definition.

1.2.6 Capitalized words and expressions in this Agreement, but not defined in clause 1.1, shall have the meanings given to them in Schedule 4.

2. SUSPENSIVE CONDITIONS

2.1 All the provisions of this Agreement except for the provisions of this clause 2, clauses 3, 5.1, 5.2, 5.4 (insofar as it relates to the First Notice (as defined in clause 5.1) and the Opt Out Notice), 8, 10, 11, 12, 13 and 14, all read with clause 1 and the schedules required to give effect to or interpret such clauses (which shall take effect and become operative immediately on the Signature Date) shall be subject to the fulfilment or, where waiver is permitted in terms of this Agreement, waiver, of the following suspensive conditions:

2.1.1 on or before 3 December 2018, or such later date as the Agent and the Claimants' Attorneys (collectively) may agree in writing on or before 3 December 2018 (it being agreed that the Agent and the Claimants' Attorneys (collectively) may extend the date for the fulfilment of the Condition in this clause 2.1.1 on more than one occasion), that an unconditional order of court:

2.1.1.1 sanctioning this Agreement to make the Agreement an order of court;

2.1.1.2 binding the Settling Claimants to this Agreement; and

2.1.1.3 declaring that, with effect from the Effective Date the Class Action Litigation, as against the Companies, is terminated,

is duly obtained from the Court;

2.1.2 on or before the expiry of the 90th day after the publication of the Opt Out Notice in clause 5.2, or such later date as the Agent may stipulate on written notice to the Claimants' Attorneys on or before the expiry of that period, the Independent Auditor delivers a written notice (the **Opt Out Findings**) to the Agent and the Claimants' Attorneys which states that, in the opinion of the Independent Auditor, no more than 2 000 (two thousand) Claimants have opted not to be bound by the settlement contemplated by this Agreement;

2.1.3 on or before 30 (thirty) days following fulfilment of the Condition in clause 2.1.1, or such later date as the Agent and the Claimants' Attorneys (collectively) may agree in writing on or before 30 (thirty) days following fulfilment of the Condition in clause 2.1.1 (it being agreed that the Agent and the Claimants' Attorneys (collectively) may extend the date for the fulfilment of the Condition in this clause 2.1.3 on more than one occasion), that the Trust Deed is lodged with the Master and letters of authority are issued by the Master to the first trustees of the Trust.

2.2 For the purposes of the Condition referred to in clause 2.1.2, a Claimant shall have opted not to be bound by the settlement contemplated by this Agreement if he or she delivers a completed and executed Opt Out Notice to any of the persons stipulated in the Opt Out Notice as being permitted to receive Opt Out Notices on or before the date stipulated in the Opt Out Notice by which the Opt Out Notices must be delivered. A Claimant who does not timeously deliver a completed and executed Opt Out Notice to any of such persons shall be a **Settling Claimant**. Each of the Class Representatives undertakes to the Companies that he will not deliver an Opt Out Notice to anyone.

2.3 The Agent shall, by no later than the date of publication of the Opt Out Notice in terms of clause 5.2, appoint SizweNtsalubaGobodo or any other independent company or firm of auditors agreed to in writing by the Claimants' Attorneys, at its cost, as the independent company or firm of auditors to determine whether or not the Condition referred to in clause 2.1.2 has been fulfilled. The Independent Auditor shall act on the following basis:

2.3.1 the Independent Auditor shall make its determination within 30 (thirty) days after the time period for Claimants to deliver Opt Out Notices has expired, unless the Agent permits the Independent Auditor additional time to make its determination as contemplated in clause 2.4;

2.3.2 the independent Auditor shall, within the time period referred to in clause 2.3.1 (or such longer time period if it is permitted additional time by the Agent in terms of clause 2.3.1), communicate its determination to the Agent and the Claimants' Attorneys in writing. If the Independent Auditor's determination in terms of clause 2.3.1 indicates that the Condition in clause 2.1.2 will not be fulfilled, the Agent and the Claimants' Attorneys undertake to consult in good faith regarding whether or not the Agent should waive the Condition as contemplated in clause 2.6, on the basis that under no circumstances shall such undertaking prevent or delay the Agent's right to waive the Condition as contemplated in clause 2.6;

2.3.3 if the Independent Auditor is of the opinion that the condition referred to in clause 2.1.2 has been fulfilled, it shall deliver the Opt Out Findings simultaneously with the written communication referred to in clause 2.3.2;

2.3.4 the Independent Auditor shall act as an expert and not as an arbitrator and its decision shall (save for any manifest error or fraud) be final and binding on the Parties;

2.3.5 the Parties shall each provide the Independent Auditor with all information which the Independent Auditor reasonably requires in order to make its determination;

2.3.6 if the Independent Auditor is in doubt about whether or not any person has delivered a valid Opt Out Notice, the Independent Auditor shall not count that Opt Out Notice when

making its determination;

2.3.7 in making its determination, the Independent Auditor will consider various factors, including whether Claimants have undertaken Risk Work at Qualifying Mines, whether their service was during Qualifying Periods, and the length of their service;

2.3.8 the Independent Auditor shall make its determination having regard to the aforegoing provisions of this clause 2.3, the provisions of clauses 2.1.2 and 2.2 and the provisions of the Opt Out Notice;

2.3.9 any determination made by the Independent Auditor for the purposes of the Condition in clause 2.1.2 shall have no bearing on whether or not a completed and executed Opt Out Notice has been delivered for purposes of clause 2.2.

2.4 If the Independent Auditor requests additional time to make its determination, the Agent may permit the Independent Auditor an additional 15 (fifteen) Business Days to make its determination.

2.5 The Conditions in clauses 2.1.1 and 2.1.3 are stipulated for the benefit of all the Parties and may be waived (where waiver is permitted) by agreement in writing between the Agent and the Claimants' Attorneys (collectively) at any time before 30 November 2018 (or such later date or dates as the Agent and the Claimants' Attorneys (collectively) may have agreed in writing on or before the latest date by which the Agent and the Claimants' Attorneys (collectively) have agreed that those Conditions are to be fulfilled or waived (where waiver is permitted)).

2.6 The Condition in clause 2.1.2 is stipulated for the benefit of the Companies and may be waived by written notice to the Claimants' Attorneys by the Agent at any time before the date falling 30 days from receipt by the Agent of the Independent Auditor's written communication referred to in clause 2.3.2, if the Independent Auditor does not, simultaneously with, or prior to, delivery of that written communication, deliver the Opt Out Findings to the Agent.

2.7 If any one or more of the Conditions is duly waived (where waiver is permitted) in accordance with the provisions of clause 2.5 or clause 2.6, then the Condition so waived shall be deemed to have been fulfilled.

2.8 If any Condition is not timeously fulfilled or deemed to be fulfilled, then all of the provisions of this Agreement which were suspended in terms of clause 2.1 shall not take effect and the provisions which have taken effect shall fall away, unless otherwise agreed in writing by the Agent and the Claimants' Attorneys.

2.9 If all of the Conditions are timeously fulfilled or deemed to be fulfilled, then the provisions of this Agreement which were suspended in terms of clause 2.1 shall also take effect and become operative, and the whole of this Agreement shall accordingly become unconditional.

2.10 The Parties shall cooperate with one another and do everything reasonably required of them, including the furnishing of all such information as may be reasonably required, for the purposes of procuring the fulfilment of all the Conditions. Without derogation from the aforegoing, for the purposes of fulfilment of the Condition referred to in clause 2.1.1, the Parties shall comply with the procedures set out in Schedule 5.

2.11 It is the intention of the Parties that the Condition referred to in clause 2.1.3 will be fulfilled as soon as reasonably possible after the fulfilment of the Condition referred to in clause 2.1.1. It is also the intention of the Parties that the Conditions referred to in clauses 2.1.1 and 2.1.3 will be fulfilled or waived (where waiver is permitted) prior to the fulfilment of the Condition referred to in clause 2.1.2. Accordingly, notwithstanding anything else to the contrary contained anywhere else in this Agreement, the Parties agree that they shall not take any steps to bring about the fulfilment of the Condition referred to in clause 2.1.3 unless and until the Condition referred to in clause 2.1.1 have been fulfilled or waived, or the Condition referred to in clause 2.1.2 unless and until all of the other conditions have been fulfilled or waived.

2.12 Without unreasonable delay after the Effective Date, each Company which has appealed the Class Action Litigation shall withdraw its appeal instituted in the Supreme Court of Appeal of South Africa under the case citation *Harmony Gold Mining Company and others v Bongani Nkala and others*, case number 688/2016 (the **Appeal**). The provisions of this clause 2.12 does not impose any obligation on any of the Companies to secure the withdrawal of its Appeal in respect of the interests of any third party that is an appellant in that Appeal but is not a party to this Agreement.

2.13 Unless otherwise specified, each Party shall bear its own costs of and incidental to procuring the fulfilment of the Conditions.

3. THE TRUST

3.1 Without undue delay after the Signature Date, the Parties shall use their reasonable endeavours and cooperate with each other to procure that a trust deed, upon the terms of the trust deed attached as Schedule 4, is entered into.

3.2 Without undue delay after the fulfilment or waiver (where waiver is permitted) of the Condition referred to in clause 2.1.1, the Parties shall use their reasonable endeavours and cooperate with each other to procure that the trust deed referred to in clause 3.1 is lodged with the Master and letters of authority are issued by the Master to the first trustees of the Trust.

3.3 If the Master refuses to accept the trust deed referred to in clause 3.1 or refuses to issue letters of authority to the first trustees of the Trust, the Parties shall amend the trust deed or replace it so that the requirements of the Master are satisfied; provided that each Party shall not be bound by the

provisions of this clause 3.3 if giving effect to the provisions of this clause 3.3 adversely and materially affects that Party's rights and obligations in terms of the amended and/or replacement trust deed (compared against Schedule 4), or adversely and materially affects the rights of the Settling Claimants as a class in terms of the amended and/or replacement trust deed (again, compared against Schedule 4).

3.4 With effect from the fulfilment of the Condition in clause 2.1.1:

3.4.1 each of the Agent, the Companies and the Claimants' Attorneys is permitted to provide the Trustees with any and all information and documents known to or by it, and in its possession, in respect of each of the Settling Claimants which it considers useful (acting reasonably) for the Trustees to discharge their duties in terms of the Trust Deed and/or for the proper application of the modifiers to the Benefits contemplated in the Trust Deed and/or for the Founders to determine their liability in terms of the Trust Deed, including, without limitation, the names, identity numbers, mine work history, last known contact information of Settling Claimants and (to the extent available and permissible) any diagnosis or medical records of the Settling Claimants pertaining to Silicosis or Tuberculosis;

3.4.2 each of the Agent and the Companies is permitted to provide each other all or any of the information and documents contemplated in clause 3.4.1;

3.4.3 the Trustees are permitted to provide to the Companies and the Agent with all or any of the information contemplated in clause 3.4.1; and

3.4.4 each of the Agent and the Trustees is permitted to provide to the Financial Consultant and the Expert all or any of the information contemplated in clause 3.4.1.

3.5 Without delay after the Effective Date, the Claimants' Attorneys undertake to provide the Trustees with any and all information known to or by the Claimants' Attorneys in respect of each of the Settling Claimants, insofar as the Claimants' Attorneys are permitted to provide such information. Insofar as the Claimants' Attorneys are not so permitted, the Claimants' Attorneys shall use reasonable endeavours to obtain the necessary consents to provide such information. The information shall include the Lodgment Documents and medical records of the Settling Claimants.

3.6 As soon as is reasonably possible after the Effective Date, the Founders shall commence providing the Trustees with any and all reasonably available information of the kind referred to in clause 3.4.1 which the Founders consider useful (acting reasonably) for the Trustees to discharge their duties in terms of the Trust, insofar as the Founders are permitted to provide such information. Insofar as the Founders are not so permitted, the Founders shall use reasonable endeavours to obtain the necessary consents to provide such information. The locating of Claimants and requesting of them for consents are not reasonable endeavours as contemplated herein.

3.7 No later than 20 (twenty) Business Days prior to the expiry of the period for Claimants to deliver Opt Out Notices, each Founder shall cause to be issued in favour of the Trustees, a guarantee (substantially in the form attached as Schedule 6) by one or more reputable insurance companies (licensed and registered in South Africa) or reputable banks (licensed or registered in South Africa). Schedule 6 sets out each Founder's maximum guarantee amount, which, collectively, amounts to R5,000,000,000 (five billion Rand).

4. FULL AND FINAL SETTLEMENT

4.1 With effect from the Effective Date, the Companies, Class Representatives (acting in their own capacity and for and on behalf of the Settling Claimants), the Settling Claimants, and the Claimants' Attorneys (acting for and on behalf of the Class Representatives and the Settling Claimants) hereby fully and finally settle the Settled Claims, by the establishment of the Trust, which will be funded on the basis set out in the Trust Deed, and the costs and disbursements in regard to the Class Action Litigation, on the basis set out in this Agreement.

4.2 The Settling Claimants shall henceforth:

4.2.1 not make claims against a Third Party and any of the Companies or Affiliates (as at the Signature Date) together, whether jointly or jointly and severally; and

4.2.2 pursue claims, other than in respect of the Preserved Claims, only against Third Parties, whether jointly, severally or jointly and severally,

such that Settling Claimants shall be limited to the degree of liability proven against a Third Party or the Third Parties at a trial or trials, in accordance with section 2(10) of the Apportionment of Damages Act 34 of 1956 and/or such that Settling Claimants shall not be entitled to claim or recover from a Third Party or Third Parties any damages for which a Third Party or Third Parties is or are entitled to a contribution or indemnification from any of the Companies or their Affiliates (as at the Signature Date).

4.3 If any Settling Claimant institutes or is a party to any legal proceedings against a Third Party which, if they were instituted against any of the Companies or any of such Affiliates would fall within the definition of Settled Claims, and the Third Party, notwithstanding the provisions of clause 4.2, joins any of the Companies or their Affiliates in the legal proceedings, the Settling Claimant indemnifies and holds harmless all of the Companies and their Affiliates so joined against any and all amounts any court of competent jurisdiction orders them, notwithstanding the provisions of clause 4.2, to pay to the Third Party arising from the joinder, other than legal costs.

4.4 The conclusion of this Agreement, and the taking of any action by any of the Companies under its terms, are done in the interests of commercial productivity and efficiency, and in the spirit of

promoting the health and safety of employees, without any admission of liability by any of the Companies or any of their Affiliates in relation to the Class Action Litigation, any other pending litigation or the Settled Claims.

4.5 The Settling Claimants shall only pursue against a Third Party or Third Parties (whether in a certified class action, or otherwise), causes of action that are founded on the Third Party's or Third Parties' individual conduct and liability. Claimants will, where practicable and reasonable, avoid allegations of shared breaches by the South African gold mining industry generally, or by some or all of its members acting in collusion with one another. Nothing in this clause 4.5 shall preclude the Settling Claimants from adducing or relying on evidence of shared or common conduct or knowledge across the South African gold mining industry generally, or among some or all of its members.

4.6 The provisions of clauses 4.1, 4.2, 4.3, 4.4 and 4.5 are stipulated not only for the benefit of the Companies, but also for the benefit of their Affiliates, and their Affiliates (or any of them) may accept the benefit conferred upon them at any time.

5. NOTICES

5.1 Without unreasonable delay after the Court has granted the rule nisi (as contemplated in Schedule 5) or on a date to be determined by the Court, the Agent and the Claimants' Attorneys shall cause to be published a notice (substantially in accordance with the notice attached as Schedule 7 and subject to any amendments required by the Court (the **First Notice**)).

5.2 Without unreasonable delay after the return day (as contemplated in Schedule 5) or on a date to be determined by the Court, the Agent and the Claimants' Attorneys shall cause to be published the Opt Out Notice (substantially in accordance with the notice attached as Schedule 3 and subject to any amendments required by the Court).

5.3 Without unreasonable delay after the Effective Date, the Agent and the Claimants' Attorneys shall cause to be published another notice (the **Third Notice**) to (among other things): (i) announce the settlement of the Settled Claims as contemplated in this Agreement; (ii) announce that this Agreement has become unconditional; (iii) invite the Settling Claimants to lodge their claims with the Trust; and (iv) set out the claims lodgement process.

5.4 The First Notice, Opt Out Notice and Third Notice shall, at a minimum be:

5.4.1 published as advertisements in the newspapers listed in Schedule 8 (if those newspapers are still in operation as at the date of publication) and published in each such newspaper once per week for a period of 4 (four) weeks;

5.4.2 broadcast on each of the radio stations listed in Schedule 9 (if those radio stations are still

in operation as at the date of the broadcast) and in the languages stipulated therein and made twice daily on alternate days for a period of 4 (four) weeks;

5.4.3 published on a prominent notice board at each of the offices of the LRC, Richard Spoor and Abrahams Kiewitz for a period of not less than 30 days;

5.4.4 published on a prominent notice board at each office of the Employment Bureau of Africa in Southern Africa for a period of not less than 30 days, insofar as such Employment Bureau of Africa in Southern Africa so permits;

5.4.5 published on a prominent notice board at each Justice Centre and public office of Legal Aid South Africa for a period of not less than 30 days, insofar as such Justice Centre and public office of Legal Aid South Africa so permit;

5.4.6 circulated to the National Union of Mineworkers (**NUM**), the Association of Mineworkers and Construction Union (**AMCU**), National Union of Metalworkers of South Africa (**NUMSA**), United Association of South Africa (**UASA**) and Solidarity for publication by NUM, AMCU, NUMSA, UASA and Solidarity on their prominent notice board for a period of not less than 30 days, insofar as NUM, AMCU, NUMSA, UASA and Solidarity so permit;

5.4.7 circulated by the Legal Aid South Africa to each of its attorneys and candidate attorneys employed in providing legal aid in civil matters, insofar as the Legal Aid South Africa so permits;

5.4.8 published on the websites of the LRC, Richard Spoor and Abrahams Kiewitz;

5.4.9 published on a prominent notice board for mineworkers at each Qualifying Mine that is owned, operated or controlled by the Companies as at the date of publication and operational as at the date of publication for a period of not less than 30 days;

5.4.10 circulated to any Qualifying Mine that is not owned, operated or controlled by the Companies for publication by such Qualifying Mine on a prominent notice board for a period of not less than 30 days, insofar as such Qualifying Mine so permits; and

5.4.11 published on the homepage of each Founder's website for a period of not less than 30 days.

5.5 The costs in relation to the First Notice, Opt Out Notice and the Third Notice shall be borne by the Founders.

6. CLAIMANTS' ATTORNEYS COSTS

6.1 Within 10 (ten) Business Days after the Effective Date, or within 5 (five) Business Days after any requisite South African Reserve Bank approval required to be obtained is obtained, whichever is the latest, the Companies shall pay to the LRC, as payment to, and in full and final settlement of, all of the LRC's legal costs and disbursements in relation to the Class Action Litigation that the LRC is permitted to recover pursuant to section 79A of the Attorneys Act 53 of 1979, a once off amount (including disbursements) of R15 000 000 (fifteen million Rand) (inclusive of Value Added Tax) by electronic transfer into the following bank account in South Africa:

Account Name:	Legal Resources Centre
Bank:	Nedbank
Branch Code:	198765
Account Number:	295473763

6.2 Within 10 (ten) Business Days after the Effective Date, or within 5 (five) Business Days after any requisite South African Reserve Bank approval required to be obtained is obtained, whichever is the latest, the Companies shall pay to:

6.2.1 Richard Spoor and Motley Rice, as payment to, and in full and final settlement of, their legal costs and disbursements in relation to the Class Action Litigation and the Settled Claims, a once off amount (including disbursements) of R191 700 000 (one hundred and ninety one million seven hundred thousand Rand) (inclusive of Value Added Tax to the extent applicable) by electronic transfer into the following trust account in South Africa of Richard Spoor Inc., to cover the different fees and disbursements of Motley Rice and Richard Spoor Inc. *as separate entities* (which have provided identifiably different services):

Account Name:	Richard Spoor Attorney Trust Account
Bank:	Nedbank
Branch Code:	146805
Account Number:	1468 099 663

6.2.2 Abrahams Kiewitz and Hausfeld, as payment to, and in full and final settlement of, their legal costs and disbursements in relation to the Class Action Litigation and the Settled Claims, a once off amount (including disbursements) of R163 300 000 (one hundred and sixty three million three hundred thousand Rand) (inclusive of Value Added Tax to the

extent applicable) by electronic transfer into the following trust account in South Africa of Abrahams Kiewitz to cover the different fees and disbursements of Hausfeld and Abrahams Kiewitz, *as separate entities* (which have provided identifiably different services):

Account Name:	ABRAHAMS KIEWITZ INC.
Bank:	First National Bank
Branch Code:	250655
Account Number:	62015306831

6.3 The Companies, the Consulting Law Firms, Richard Spoor and Abrahams Kiewitz record that negotiations pertaining to the amounts payable to the Consulting Law Firms, Richard Spoor and Abrahams Kiewitz were negotiated separately from the administrative costs of the Trust and the Benefits payable to the members of the Classes who are established as Eligible Claimants after agreement had been reached on the fixed administrative costs of the Trust, the categories of Qualifying Diseases to be compensated and the general tariffs for each disease category. To the extent that any future negotiations altered the tariffs and criteria of the categories of Qualifying Diseases, those changes in each instance inured to the benefit of increasing the number of Eligible Claimants and never reduced the amount to be awarded to any Class member.

6.4 The Companies, Consulting Law Firms, Richard Spoor and Abrahams Kiewitz record that they are satisfied that the payments to the Consulting Law Firms, Richard Spoor and Abrahams Kiewitz are fair and reasonable having regard to, among other things: the period over which Richard Spoor and Abrahams Kiewitz have been engaged in the litigation; the scale and complexity of the litigation, the costs incurred by the respective parties to date, and are likely to be incurred if the litigation were to run to finality, and the quality of the services provided to advance the matter to this point.

6.5 The Companies shall have no responsibility in relation to the allocation of the monies between Richard Spoor, Abrahams Kiewitz and the Consulting Law Firms in terms of this clause 6.

6.6 The Parties agree that the LRC, Richard Spoor, Abrahams Kiewitz and the Consulting Law Firms, in exchange for the final payments in clauses 6.1 and 6.2, will not seek to recover any legal fees or disbursements or any other contribution from their individual clients pursuant to any contingency fee agreements entered into between them and that they shall not seek to recover any fees or costs from any member of the Classes either in relation to the Class Action Litigation or in relation to the

submission and processing of claims with the Trust.

7. UNDERTAKINGS BY THE PARTIES

7.1 For purposes of this clause 7, **Confidential Information** means:

7.1.1 any and all information or data in whatever form (written, oral, visual, electronic or otherwise): (i) about the Companies and/or their Affiliates; and (ii) obtained by the Claimants' Attorneys in the course of the Class Action Litigation or pursuant to the settlement discussions and negotiations, including the drafting of this Agreement or the Trust Deed, or operation of the Trust; or

7.1.2 any and all information or data in whatever form (written, oral, visual, electronic or otherwise): (i) about the Claimants and/or their relations; and (ii) obtained by the Companies from the Claimants' Attorneys and/or the Trust in the course of the Class Action Litigation or pursuant to the settlement discussions and negotiations, including the drafting of this Agreement or the Trust Deed or operation of the Trust; or

7.1.3 any and all information or data in whatever form (written, oral, visual, electronic or otherwise) in the possession of the Claimants' Attorneys or Companies exchanged as part of the discussions and negotiations leading to the settlement contemplated in this Agreement.

7.2 Each Claimants' Attorney undertakes to each of the Companies and their Affiliates that it shall, and each Company undertakes to each of the Claimants' Attorneys, that it shall, except to the extent the following provisions violate applicable rules of professional conduct:

7.2.1 treat all Confidential Information as strictly private and confidential and shall not disclose any of the Confidential Information to any third party in any manner whatsoever, save for in the circumstances contemplated in clause 7.3;

7.2.2 use the Confidential Information only for the purpose of implementing the settlement contemplated in this Agreement and the operation of the Trust;

7.2.3 protect the Confidential Information using the same standard of care that it applies to its own proprietary, secret or confidential information (which shall be no less than a reasonable standard of care);

7.2.4 use its best endeavours to ensure that no person gains access to any Confidential Information from it, unless authorised by the Companies or Claimants' Attorneys (as applicable) and to inform the Companies or Claimants' Attorneys (as applicable)

immediately on becoming aware, or suspecting, that an unauthorised person has become aware of any Confidential Information; and

7.2.5 procure that each of its directors, partners, employees, contractors, advisors, agents or representatives complies with the undertakings provided for in clauses 7.2.1 to 7.2.4.

7.3 The Claimants' Attorneys and/or Companies (as applicable) may only disclose and/or use the:

7.3.1 Confidential Information where required by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body;

7.3.2 Confidential Information where required by the laws or regulations of any country with jurisdiction over the Undertaking Party, as the case may be;

7.3.3 Confidential Information which is or becomes publicly known, otherwise than pursuant to a breach of this Agreement; or

7.3.4 confidential information referred to in clause 7.1.3 to continue pursuing the class action litigation that will continue to exist as against Third Parties after the Effective Date.

7.4 Before the Claimants' Attorneys and/or Companies (as applicable) disclose any information under clause 7.3, each of the Claimants' Attorneys and/or Companies (as applicable) shall (to the extent permitted by law) use all reasonable endeavours to:

7.4.1 inform the Agent and the Claimants' Agent of the full circumstances of the disclosure and the information that will be disclosed, and take all such steps as may be reasonable and practicable in the circumstances to agree the contents of such disclosure with the Agent and the Claimants' Agent before making the disclosure;

7.4.2 consult with the Agent and the Claimants' Agent as to possible steps to avoid or limit disclosure and take those steps where they would not result in significant adverse consequences to the Claimants' Attorneys and/or Companies (as applicable);

7.4.3 gain assurances from the body to whom the information is to be disclosed that it will be treated confidentially; and

7.4.4 where the disclosure is by way of public announcement, agree the wording with the Agent and the Claimants' Agent in advance.

7.5 The Claimants' Attorneys and/or Companies (as applicable) shall co-operate with the Agent or the Claimants' Agent (as applicable, at the cost of the party requesting such co-operation) if the

Companies or the Claimants' Attorneys (as applicable) decide to bring any legal or other proceedings to challenge the validity of the requirement to disclose Confidential Information.

7.6 If the Claimants' Attorneys and/or Companies (as applicable) are unable to inform the Agent or the Claimants' Agent before Confidential Information is disclosed, the Claimants' Attorneys and/or Companies (as applicable) shall (to the extent permitted by law) inform the Agent or the Claimants' Agent immediately after the disclosure of the full circumstances of the disclosure and the information that has been disclosed.

7.7 With effect from the Effective Date, each of the Consulting Law Firms, Richard Spoor, Abrahams Kiewitz, Spoor and Abrahams irrevocably and unconditionally undertake in favour of each of the Companies and/or their Affiliates, in order to (among other things) avoid a conflict of interest, that it/he will not directly or indirectly and whether alone or with another or others and whether for their own sole or partial benefit or the benefit solely or partially of another or others (and whether for reward or not):

7.7.1 represent any Claimant who: (i) has been exposed to silica dust or has contracted Silicosis and/or Tuberculosis while performing Risk Work; (ii) has delivered a valid Opt Out Notice; and (iii) decides to institute an individual claim or claims against any of the Companies and/or their Affiliates; or

7.7.2 fund, provide financial assistance, provide any documents and/or materials collected during the course of the Class Action Litigation including its own client information and/or data or provide any other assistance for any claim or potential claim arising from Silicosis and/or Tuberculosis of a Claimant who: (i) has been exposed to silica dust or has contracted Silicosis and/or Tuberculosis while performing Risk Work; (ii) has delivered a valid Opt Out Notice; and (iii) decides to institute an individual claim or claims against any of the Companies and/or their Affiliates.

7.8 The Claimants' Attorneys, LRC, Spoor and Abrahams agree that if it is contemplated in any settlement of the claims against Third Parties that the Trust is to be used for the payment of benefits under such settlement, then (subject to the Trust Deed being amended and such amendments being consented to by the Agent and the Claimants' Agent in accordance with the provisions of the Trust Deed) the benefit tariffs provided for in the Trust Deed shall apply.

8. RESOLUTION OF PRESERVED CLAIMS

8.1 Each Company acknowledges that Settling Claimants with Preserved Claims have an interest in having such Preserved Claims assessed, processed and resolved as soon as possible after the Effective Date, in anticipation of such Settling Claimants qualifying as Eligible Claimants and becoming entitled to a Benefit under the Trust Deed, but with the consequence that the Benefit will

be reduced in terms of clause 5.6.1.3 of the Trust Deed because the Settling Claimant undertook Risk Work at a Qualifying Mine outside a Qualifying Period.

8.2 Each Company accordingly agrees that if a Settling Claimant who alleges that all or part of his claim might relate to a Preserved Claim, submits to it, at any time after the Effective Date:

8.2.1 his full name, identity number and employment number; and

8.2.2 his labour history or Service Record;

evidencing that the Settling Claimant undertook Risk Work outside a Qualifying Period at a Qualifying Mine that is owned or operated by such Company such that such Settling Claimant would otherwise qualify for a Benefit in terms of the Trust Deed, then it shall:

(a) expeditiously assess such documentation, and

(b) if it agrees to accept responsibility for a Preserved Claim, to the extent of any reduction of a Benefit for such Settling Claimant in terms of clause 5.6.1.3 of the Trust Deed, if such Settling Claimant qualifies as an Eligible Claimant and becomes entitled to a Benefit,

provide to the Trust a written undertaking to pay to the Trust, on demand and after the Trust has Certified the Settling Claimant as an Eligible Claimant, any agreed amount by which the Benefit payable to such Settling Claimant has been reduced in terms of clause 5.6.1.3 of the Trust Deed, so that such amount may in turn be paid by the Trust to such Settling Claimant.

8.3 If a Company does not accept responsibility for a Preserved Claim, then it shall disclose the legal basis for its conclusion and all necessary factual documentation to support its position to the Settling Claimant.

8.4 In the event of any dispute arising out of or relating to a Company's obligations under clause 8.2, such dispute shall be settled by arbitration, and either the Settling Claimant or the Company may give written notice to the other to initiate the procedure set out below.

8.5 The Settling Claimant and the Company may agree on the arbitration procedure and on the arbitrator and, failing agreement within 5 (five) days of the delivery of the notice referred to in clause 8.3, the arbitration shall take place in accordance with the UNCITRAL Arbitration Rules in force at the time of the dispute.

8.6 The appointing authority in terms of the UNCITRAL Arbitration Rules shall be the Association of Arbitrators (Southern Africa).

8.7 Unless agreed otherwise the arbitration shall be administered by the Settling Claimant and the Company.

8.8 The number of arbitrators shall be 1 (one).

8.9 The place of the arbitration shall be Sandton, South Africa.

8.10 If the award of the arbitrator is that the costs of the arbitration are to be paid by the Company, then such costs shall be paid to the Trust so that they may in turn be paid by the Trust to the Settling Claimant.

9. WARRANTIES

9.1 Each Party represents and warrants to the other Parties that it has full power and authority, and has taken all necessary action, to enter into, and exercise its rights and perform its obligations under this Agreement, and those obligations constitute valid and binding obligations on it.

9.2 Each of Richard Spoor, Abrahams Kiewitz and the LRC represent and warrant to the Companies that by no later than the date of fulfilment of the Condition in clause 2.1.1 they will have the necessary authorisations, consents and permissions to agree to the settlement contained in this Agreement on behalf of the Class Representatives and to bind the Class Representatives to the provisions of clause 4.

9.3 Without derogation from the aforegoing provisions of this clause 8, by his signature hereto, Spoor represents and warrants to the Companies that he is duly authorised, in terms of valid powers of attorney, to enter into this Agreement for and on behalf of the Class Representatives set out in Part A of Schedule 1.

9.4 Without derogation from the aforegoing provisions of this clause 8, by his signature hereto, Abrahams represents and warrants to the Companies that he is duly authorised, in terms of valid powers of attorney, to enter into this Agreement for and on behalf of the Class Representatives set out in Part B of Schedule 1.

9.5 Without derogation from the aforegoing provisions of this clause 8, by its signature hereto, the LRC represents and warrants to the Companies that it is duly authorised, in terms of valid powers of attorney, to enter into this Agreement for and on behalf of the Class Representatives set out in Part C of Schedule 1.

9.6 The Parties have entered into this Agreement relying on those representations and warranties.

10. **DISPUTE RESOLUTION**

10.1 In the event of any dispute arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, then any Party may give written notice to the other Parties to the dispute to initiate the procedure set out below (the **Dispute Notice**).

10.2 The Parties to the dispute shall first endeavour to settle the dispute by mediation.

10.3 The Parties to the dispute shall agree on a mediator within 5 (five) Business Days of the Dispute Notice.

10.4 If for any reason the Parties to the dispute do not agree on a mediator within 5 (five) Business Days of receipt of the Dispute Notice or the mediator agreed upon by the Parties to the dispute cannot or does not accept an invitation to mediate and the Parties to the dispute have for any reason failed to agree on another mediator within 10 (ten) business days of receipt of the Dispute Notice, then any Party to the dispute may ask the Chairman of the General Council of the Bar Association to appoint a mediator.

10.5 The Parties to the dispute shall agree on the mediation procedure and failing agreement within 5 (five) Business Days of receipt of the Dispute Notice (or such longer period of time as may be agreed to in writing) then, the mediation shall take place in accordance with the United Nations Commission on International Trade Law (**UNCITRAL**) Model Conciliation Rules in force at the time of the dispute.

10.6 If for any reason, including lack of co-operation by the Parties to the dispute, a dispute is not settled by mediation within 30 (thirty) days of receipt of the Dispute Notice or such longer period of time as may be agreed to in writing, then the dispute shall be settled by arbitration.

10.7 The Parties to the dispute may agree on the arbitration procedure and on the arbitrator and, failing agreement within 5 (five) days of the expiry of the period referred to in clause 10.6 (or such longer period as may be agreed to in writing), the arbitration shall take place in accordance with the UNCITRAL Arbitration Rules in force at the time of the dispute.

10.8 The appointing authority in terms of the UNCITRAL Arbitration Rules shall be the Association of Arbitrators (Southern Africa).

10.9 Unless agreed otherwise the mediation and the arbitration shall be administered by the Parties to the dispute.

10.10 The number of mediators shall be 1 (one) and the number of arbitrators shall be 3(three).

10.11 The place of the mediation and the arbitration shall be Sandton, South Africa.

10.12 The governing substantive law of the Agreement shall be the law of South Africa. The governing procedural law of the mediation and arbitration shall be the law of South Africa.

10.13 The arbitrators shall have the same remedial powers as a court of law in South Africa would have were it adjudicating the dispute. The arbitrators shall deliver an award together with written reasons within 30 (thirty) days from the date on which the arbitration ends.

10.14 Nothing in this clause shall preclude any Party from applying to a duly constituted court of competent jurisdiction for urgent interim relief (including but not limited to): (i) to compel arbitration; (ii) to obtain interim measures of protection prior to or pending arbitration; (iii) to seek such injunctive relief as may be necessary and appropriate; (iv) to enforce any decision of the arbitrator, including the final award; (v) for judgment in relation to a liquidation claim; or (vi) to enforce any security granted in terms of, or relating to, this Agreement and to this end the Parties hereby consent to the jurisdiction of the Court.

11. EXERCISE OF RIGHTS

11.1 The giving by the Claimants' Attorneys of any written notice or written consent, which may be given by them collectively (as opposed to individually), in terms of or pursuant to this Agreement shall be effective if that notice or consent is signed by at least 2 (two) of the Claimants' Attorneys.

11.2 The giving by the Companies of any written notice or written consent, which may be given by them collectively (as opposed to individually), in terms of or pursuant to this Agreement shall be effective if that notice or consent is given by the Agent.

12. ANNOUNCEMENTS AND CONFIDENTIALITY

12.1 Subject to clauses 12.2 and 12.3, no Party shall make any announcement or statement about this Agreement or its contents without first having obtained the other Parties' prior written consent to the announcement or statement and to its contents, provided that such consent may not be unreasonably withheld or delayed.

12.2 Each Party shall be entitled to make an announcement or statement about this Agreement or its contents if the announcement or statement is made in accordance with the rules and guidelines set out in Schedule 10. Without derogation from the aforegoing, the Agent and the Claimants' Attorneys collectively may approve or organise joint publicity events in relation to the settlement contemplated in this Agreement.

12.3 The provisions of clauses 12.1 and 12.2 do not apply to any announcement or statement which any of the Parties or its Affiliates is obliged to make in terms of the Companies Act, 2008 or any other

applicable law, or the Listings Requirements of the JSE Limited or the rules and regulations of any other stock exchange or any other regulator having jurisdiction, provided that the Party in question, to the extent practical, shall consult with the other Parties before making any such announcement or statement.

12.4 Each Party shall at all times keep in confidence any confidential information of any other Party that it may acquire for the purposes of or in connection with this Agreement and shall not use or permit the use of such information for any other purpose and shall not disclose such information to any third party, otherwise than as may be required by law.

12.5 Each of the Parties shall use reasonable endeavours to procure that its officers, employees and agents observe a corresponding obligation of confidence to that set out in clause 12.4.

13. GENERAL

13.1 Communications between the Parties

All notices, demands and other oral or written communications given or made by or on behalf of any of the Parties to any other Party shall be in English or accompanied by a certified translation into English.

13.2 Remedies

No remedy conferred by this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, by statute or otherwise. Each remedy is cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law, by statute or otherwise. The election of any one or more remedies by any of the Parties does not constitute a waiver by such Party of the right to pursue any other remedy.

13.3 Entire Agreement

13.3.1 This Agreement constitutes the entire agreement between the Parties in regard to its subject matter.

13.3.2 No Party shall have any claim or right of action arising from any undertaking, representation or warranty not included in this Agreement.

13.4 Variations

13.4.1 No agreement to vary, add to or cancel this Agreement shall be of any force or effect unless recorded in writing and signed by or on behalf of all of the Parties.

13.4.2 Each of the Class Representatives listed in Part A of Schedule 1 hereby irrevocably and unconditionally grants Spoor (or failing him, any director of Richard Spoor) the power to be his attorney and agent to negotiate and sign any amendments to this Agreement (even if such amendment is adverse to the rights of the Class Representatives listed in Part A of Schedule 1) and/or such other documents and forms which are necessary for effecting an amendment of this Agreement.

13.4.3 Each of the Class Representatives listed in Part B of Schedule 1 hereby irrevocably and unconditionally grants Abrahams (or failing him, any director of Abrahams Kiewitz) the power to be his/her attorney and agent to negotiate and sign any amendments to this Agreement (even if such amendment is adverse to the rights of the Class Representatives listed in Part B of Schedule 1) and/or such other documents and forms which are necessary for effecting an amendment of this Agreement.

13.4.4 Each of the Class Representatives listed in Part C of Schedule 1 hereby irrevocably and unconditionally grants the LRC (or failing the LRC, any attorney designated by the National Director of the LRC) the power to be his attorney and agent to negotiate and sign any amendments to this Agreement (even if such amendment is adverse to the rights of the Class Representatives listed in Part C of Schedule 1) and/or such other documents and forms which are necessary for effecting an amendment of this Agreement.

13.5 **No Waiver**

13.5.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and is not deemed a waiver of any subsequent breach or default.

13.5.2 A failure to exercise or a delay by a Party in exercising any right or remedy provided under this Agreement or by law does not constitute a waiver of that or any other right or remedy, nor does it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law prevents or restricts the further exercise of that or any other right or remedy.

13.6 **Survival of Rights, Duties and Obligations**

Termination or expiry of this Agreement for any cause does not release any Party from any liability which at the time of termination or expiry has already accrued to such Party or which thereafter may accrue in respect of any act or omission prior to such termination or expiry.

13.7 **Severance**

If any provision of this Agreement that is not material to its efficacy as a whole is rendered void, illegal or unenforceable in any respect under any law of any jurisdiction, the validity, legality and enforceability of the remaining provisions are not in any way affected or impaired thereby and the legality, validity and unenforceability of such provision under the law of any other jurisdiction are not in any way affected or impaired.

13.8 **Assignment**

13.8.1 None of the Companies may cede any of its rights or delegate any of its obligations under this Agreement to any person without the prior written consent of the Claimants' Attorneys, which consent shall not be unreasonably withheld or delayed.

13.8.2 None of the Claimants' Attorneys may cede any of its rights or delegate any of its obligations under this Agreement to any person without the prior written consent of the Companies, which consent shall not be unreasonably withheld or delayed.

13.9 **Counterparts**

This Agreement may be signed in any number of counterparts. Each counterpart is an original and all counterparts taken together constitute one and the same instrument. Any Party may enter into this Agreement by signing any such counterpart.

13.10 **Applicable law**

13.10.1 This Agreement is governed by and shall be construed in accordance with the laws of South Africa.

13.10.2 Subject to the provisions of this Agreement, the Parties consent and submit to the non-exclusive jurisdiction of the Court, in any dispute arising from or in connection with this Agreement.

14. **ADDRESSES FOR LEGAL PROCESSES AND NOTICES**

14.1 The parties choose for the purposes of this Agreement the following addresses and email addresses:

14.1.1 **African Rainbow Minerals Limited**

ARM House
29 Impala Road,
Chislehurston

Sandton
Email address: ir.admin@arm.co.za
Marked for the attention of the Company Secretary

14.1.2 **Anglo American South Africa Limited**

44 Main Street
Johannesburg
2001
Email address: cosec.aajhb@angloamerican.com
Marked for the attention of the Company Secretary

14.1.3 **AngloGold Ashanti Limited**

76 Rahima Moosa Street
Newtown
Johannesburg
2001
Email address: rsanz@anglogoldashanti.com
Marked for the attention of the Company Secretary

14.1.4 **Avgold Limited**

Randfontein Office Park
Cnr Main Reef Road and | Ward Avenue
Randfontein
1759
Email address: companysecretariat@Harmony.co.za
Marked for the attention of Company Secretary

14.1.5 **Freegold (Harmony) Proprietary Limited**

Randfontein Office Park
Cnr Main Reef Road and | Ward Avenue
Randfontein
1759
Email address: companysecretariat@Harmony.co.za
Marked for the attention of Company Secretary

14.1.6 **Free State Consolidated Gold Mines (Operations) Limited**

76 Rahima Moosa Street
Newtown
Johannesburg
2001
Email address: rsanz@anglogoldashanti.com
Marked for the attention of the Company Secretary

Email address: companysecretariat@Harmony.co.za
Marked for the attention of Company Secretary

14.1.7 **Gold Fields Limited**

150 Helen Road
Sandton
2196
Email address: Taryn.Harmse@goldfields.com
Marked for the attention of EVP General Counsel

14.1.8 **Gold Fields Operations Limited**

150 Helen Road
Sandton
2196
Email address: Taryn.Harmse@goldfields.com
Marked for the attention of EVP General Counsel

14.1.9 **Newshelf 899 Proprietary Limited**

150 Helen Road
Sandton
2196
Email address: Taryn.Harmse@goldfields.com
Marked for the attention of EVP General Counsel

14.1.10 **Beatrix Mines Limited**

150 Helen Road
Sandton
2196
Email address: Taryn.Harmse@goldfields.com
Marked for the attention of EVP General Counsel

14.1.11 **Farworks/682 Limited**

150 Helen Road
Sandton
2196
Email address: Taryn.Harmse@goldfields.com
Marked for the attention of EVP General Counsel

14.1.12 **Driefontein Consolidated Proprietary Limited**

150 Helen Road
Sandton
2196
Email address: Taryn.Harmse@goldfields.com

Marked for the attention of EVP General Counsel

14.1.13 **GFL Mining Services Limited**

150 Helen Road
Sandton
2196
Email address: Taryn.Harmse@goldfields.com
Marked for the attention of EVP General Counsel

14.1.14 **GFI Joint Venture Holdings Proprietary Limited**

150 Helen Road
Sandton
2196
Email address: Taryn.Harmse@goldfields.com
Marked for the attention of EVP General Counsel

14.1.15 **Harmony Gold Mining Company Limited**

Randfontein Office Park
Cnr Main Reef Road and | Ward Avenue
Randfontein
1759
Email address: companysecretariat@Harmony.co.za
Marked for the attention of Company Secretary

14.1.16 **Unisel Gold Mines Limited**

Randfontein Office Park
Cnr Main Reef Road and | Ward Avenue
Randfontein
1759
Email address: companysecretariat@Harmony.co.za
Marked for the attention of Company Secretary

14.1.17 **Loraine Gold Mines Limited**

Randfontein Office Park
Cnr Main Reef Road and | Ward Avenue
Randfontein
1759

Email address: companysecretariat@Harmony.co.za
Marked for the attention of Company Secretary

14.1.18 **Randfontein Estates Limited**

Randfontein Office Park
Cnr Main Reef Road and | Ward Avenue
Randfontein
1759
Email address: companysecretariat@Harmony.co.za
Marked for the attention of Company Secretary

14.1.19 **Sibanye Gold Limited**

Constantia Office Park, Bridgeview House
Ground Floor (Building 11), Lakeview Avenue
Cnr 14th Avenue and Hendrik Potgieter Street,
Weltevreden Park
1709
Email address: Hartley.dikgale@sibanyestillwater.com
Marked for the attention of Hartley Dikgale

14.1.20 **Leslie Gold Mines Limited**

Randfontein Office Park
Cnr Main Reef Road and | Ward Avenue
Randfontein
1759
Email address: companysecretariat@Harmony.co.za
Marked for the attention of Company Secretary

14.1.21 **Bracken Mines Limited**

Randfontein Office Park
Cnr Main Reef Road and | Ward Avenue
Randfontein
1759
Email address: companysecretariat@Harmony.co.za
Marked for the attention of Company Secretary

14.1.22 **K2018259017 (South Africa) Proprietary Limited**

150 Helen Road
Sandton
2196
Email address: Paul.Pretorius@goldfields.com &
CChater@AngloGoldAshanti.com
Marked for the attention of Paul Pretorius & Cindy Chater

14.1.23 **Richard Spoor Inc. Attorneys, Richard Spoor and the Class Representatives listed in Part A of Schedule 1**

Eton Building, Sherborne Square
5 Sherborne Road
Parktown
Email address: richard@richardspoorinc.co.za
Marked for the attention of Richard Spoor

14.1.24 **Abrahams Kiewitz Incorporated, Charles Abrahams and the Class Representatives listed in Part B of Schedule 1**

Penthouse, 6th Floor, Imperial Terraces
Carl Cronje Drive
Tyger Waterfront, Tygervalley
Bellville
Email address: charles@ak.law.za
Marked for the attention of Charles Abrahams

14.1.25 **Legal Resources Centre and the Class Representatives listed in Part C of Schedule 1**

16th Floor Bram Fischer Towers
20 Albert Street
Johannesburg
Email address: carina@lrc.org.za
Marked for the attention of Carina Du Toit

14.1.26 **Motley Rice LLC**

28 Bridgeside Blvd
Mt. Pleasant
SC 29464
Email address: melsner@motleyrice.com
Marked for the attention of Michael Elsner

14.1.27 **Hausfeld LLP**

1700 K Street, NW
Suite 650
Washington, DC 20006
United States
Email address: rlewis@hausfeld.com
Marked for the attention of Richard Lewis

14.2 Any legal process to be served on any of the Parties may be served on it at the address specified for it in clause 14.1 and it chooses that address as its *domicilium citandi et executandi* for all purposes under this Agreement.

14.3 Any notice or other communication to be given to any of the Parties in terms of this Agreement is valid and effective only if it is given in writing, provided that any notice given by email is regarded for this purpose as having been given in writing.

14.4 A notice to any Party which is delivered to the Party by hand at that address is deemed to have been received on the day of delivery, provided it was delivered to a responsible person during ordinary business hours.

14.5 Each notice by email to a Party at the email address specified for it in clause 14.1 is deemed to have been received within 24 (twenty four) hours of transmission if it is transmitted during normal business hours of the receiving Party or within 24 (twenty four) hours of the beginning of the next business day at the destination after it is transmitted, if it is transmitted outside those business hours.

14.6 A notice to any Party which is sent by overnight courier in a correctly addressed envelope to the address specified for it in clause 14.1 is deemed to have been received on the business day following the date it is sent.

14.7 Notwithstanding anything to the contrary in this clause 14, a written notice or other communication actually received by any Party is adequate written notice or communication to it notwithstanding that the notice was not sent to or delivered at its chosen address.

14.8 Any Party may by written notice to the other Parties change its address or email address for the purposes of clause 14.1 to any other address (other than a post office box number) provided that the change will become effective on the day following receipt of the notice.

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
AFRICAN RAINBOW MINERALS LIMITED

_____
Signatory: Andre Wilkens
Capacity: Executive Director: Growth and Strategic Development
Who warrants his authority hereto

_____
Signatory: Abigail Mukhuba
Capacity: Financial Director
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
ANGLO AMERICAN SOUTH AFRICA LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
ANGLOGOLD ASHANTI LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
AVGOLD LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at PARKTOWN on this the 3RD day of MAY 2018.

For and on behalf of
AFRICAN RAINBOW MINERALS LIMITED

Signatory:
Capacity:
Who warrants his authority hereto

Signatory: Abigail Mukhuba
Capacity: Financial Director
Who warrants his authority hereto

SIGNED at PARKTOWN on this the 3RD day of MAY 2018.

For and on behalf of
ANGLO AMERICAN SOUTH AFRICA LIMITED

Signatory: Andile Sangqu
Capacity: Director
Who warrants his authority hereto

SIGNED at PARKTOWN on this the 3RD day of MAY 2018.

For and on behalf of
ANGLOGOLD ASHANTI LIMITED

Signatory: Ria Sanz
Capacity: Executive Vice President: Group Legal, Commercial and Governance
Who warrants his authority hereto

SIGNED at PARKTOWN on this the 3RD day of MAY 2018.

For and on behalf of
AVGOLD LIMITED

Signatory: Peter William Steenkamp
Capacity: Chief Executive Officer
Who warrants his authority hereto

Signatory: Frank Abbott
Capacity: Financial Director
Who warrants his authority hereto

SIGNED at PARKTOWN on this the 3RD day of MAY 2018.

For and on behalf of
FREEGOLD (HARMONY) PROPRIETARY LIMITED

Signatory: Peter William Steenkamp
Capacity: Chief Executive Officer
Who warrants his authority hereto

Signatory: Frank Abbott
Capacity: Financial Director
Who warrants his authority hereto

SIGNED at PARKTOWN on this the 3RD day of MAY 2018.

For and on behalf of
FREE STATE CONSOLIDATED GOLD MINES (OPERATIONS) LIMITED

Signatory: Ria Sanz
Capacity: Executive Vice President: Group Legal, Commercial and Governance
Who warrants his authority hereto

Signatory: Cindy Crayton
Capacity: Vice President: Assistant General Counsel
Who warrants his authority hereto

SIGNED at PARKTOWN on this the 3RD day of MAY 2018.

For and on behalf of
GOLD FIELDS LIMITED

Signatory: Taryn Harmse
Capacity: Executive Vice President: Group General Counsel
Who warrants his authority hereto

SIGNED at PARKTOWN on this the 3RD day of MAY 2018.

For and on behalf of
GOLD FIELDS OPERATIONS LIMITED

Signatory: Taryn Harmse
Capacity: Executive Vice President: Group General Counsel
Who warrants his authority hereto

SIGNED at PARKTOWN on this the 3RD day of MAY 2018.

For and on behalf of
NEWSHELF 899 PROPRIETARY LIMITED

Signatory: Taryn Harmse
Capacity: Executive Vice President: Group General Counsel
Who warrants his authority hereto

SIGNED at PARKTOWN on this the 3RD day of MAY 2018.

For and on behalf of
BEATRIX MINES LIMITED

Signatory: Taryn Harmse
Capacity: Executive Vice President: Group General Counsel
Who warrants his authority hereto

SIGNED at PARKTOWN on this the 3RD day of MAY 2018.

For and on behalf of
FARWORKS/682 LIMITED

Signatory: Taryn Harmse
Capacity: Executive Vice President: Group General Counsel
Who warrants his authority hereto

SIGNED at PARKTOWN on this the 3RD day of MAY 2018.

For and on behalf of
DRIEFONTEIN CONSOLIDATED PROPRIETARY LIMITED

Signatory: Taryn Harmse
Capacity: Executive Vice President: Group General Counsel
Who warrants his authority hereto

SIGNED at PARKTOWN on this the 3RD day of MAY 2018.

For and on behalf of
GFL MINING SERVICES LIMITED

Signatory: Taryn Harmse
Capacity: Executive Vice President: Group General Counsel
Who warrants his authority hereto

SIGNED at PARKTOWN on this the 3RD day of MAY 2018.

For and on behalf of
GFI JOINT VENTURE HOLDINGS PROPRIETARY LIMITED

Signatory: Taryn Harmse
Capacity: Executive Vice President: Group General Counsel
Who warrants his authority hereto

SIGNED at PARKTOWN on this the 3RD day of MAY 2018.

For and on behalf of
HARMONY GOLD MINING COMPANY LIMITED

Signatory: Peter William Steenkamp
Capacity: Chief Executive Officer
Who warrants his authority hereto

Signatory: Frank Abbott
Capacity: Financial Director
Who warrants his authority hereto

SIGNED at PARKTOWN on this the 3RD day of MAY 2018.

For and on behalf of
UNISEL GOLD MINES LIMITED

Signatory: Peter William Steenkamp
Capacity: Chief Executive Officer
Who warrants his authority hereto

Signatory: Frank Abbott
Capacity: Financial Director
Who warrants his authority hereto

SIGNED at PARKTOWN on this the 3RD day of MAY 2018.

For and on behalf of
LORAINE GOLD MINES LIMITED

Signatory: Peter William Steenkamp
Capacity: Chief Executive Officer
Who warrants his authority hereto

Signatory: Frank Abbott
Capacity: Financial Director
Who warrants his authority hereto

SIGNED at PARKTOWN on this the 3RD day of MAY 2018.

For and on behalf of
RANDFONTEIN ESTATES LIMITED

Signatory: Peter William Steenkamp
Capacity: Chief Executive Officer
Who warrants his authority hereto

Signatory: Frank Abbott
Capacity: Financial Director
Who warrants his authority hereto

SIGNED at PARKTOWN on this the 3RD day of MAY 2018.

For and on behalf of
SIBANYE GOLD LIMITED

Signatory: Neal John Froneman
Capacity: Executive Director and Chief Executive Officer
Who warrants his authority hereto

Signatory: Cain Farrel
Capacity: Company Secretary
Who warrants his authority hereto

SIGNED at PARKTOWN on this the 3RD day of MAY 2018.

For and on behalf of
LESLIE GOLD MINES LIMITED

Signatory: Peter William Steenkamp
Capacity: Chief Executive Officer
Who warrants his authority hereto

Signatory: Frank Abbott
Capacity: Financial Director
Who warrants his authority hereto

SIGNED at PARKTOWN on this the 3RD day of MAY 2018.

For and on behalf of
BRACKEN MINES LIMITED

Signatory: Peter William Steenkamp
Capacity: Chief Executive Officer
Who warrants his authority hereto

Signatory: Frank. Abbott
Capacity: Financial Director
Who warrants his authority hereto

SIGNED at PARKTOWN on this the 3RD day of MAY 2018.

For and on behalf of
K2018259017 (SOUTH AFRICA) PROPRIETARY LIMITED

Signatory: Cindy Chater
Capacity: Director
Who warrants his authority hereto

Signatory: Paul Pretorius
Capacity: Director
Who warrants his authority hereto

SIGNED at PARKTOWN on this the 3RD day of MAY 2018.

For and on behalf of
RICHARD SPOOR INC. ATTORNEYS

Signatory: Richard Spoor
Capacity: Director
Who warrants his authority hereto

SIGNED at PARKTOWN on this the 3RD day of MAY 2018.

RICHARD SPOOR

Signatory: Richard Spoor
Identity Number: 590708 5022 086

SIGNED at PARKTOWN on this the 3RD day of MAY 2018.

For and on behalf of
ABRAHAMS KIEWITZ INCORPORATED

Signatory: Charles Abrahams
Capacity: Director
Who warrants his authority hereto

SIGNED at PARKTOWN on this the 3RD day of MAY 2018.

CHARLES ABRAHAMS

Signatory: Charles Abrahams
Identity Number: 6708058168084

SIGNED at PARKTOWN on this the 3RD day of MAY 2018

For and on behalf of
LEGAL RESOURCES CENTRE

Signatory: Janet Yetta Love
Capacity: Director
Who warrants his authority hereto

SIGNED at PARKTOWN on this the 3RD day of MAY 2018.

For and on behalf of
MOTLEY RICE LLC

Signatory: Michael E. Elsner
Capacity:
Who warrants his authority hereto

SIGNED at PARKTOWN on this the 3RD day of MAY 2018.

For and on behalf of
HAUSFELD LLP

Signatory: Charles Abrahams
Capacity:
Who warrants his authority hereto

SIGNED at PARKTOWN on this the 3RD day of MAY 2018.

Signatory: Richard Spoor
For and behalf of each of the Class Representatives listed in Part A of Schedule 1, duly authorised in term of powers of attorney

Who warrants his authority hereto

SIGNED at PARKTOWN on this the 3RD day of MAY 2018.

Signatory: Charles Abrahams
For and behalf of each of the Class
Representatives listed in Part B of Schedule 1,
duly authorised in term of powers of attorney
Who warrants his authority hereto

SIGNED at PARKTOWN on this the 3RD day of MAY 2018.

Signatory: Janet Yetta Love
For and behalf of each of the Class
Representatives listed in Part C of Schedule 1,
duly authorised in term of powers of attorney
Who warrants his authority hereto

SCHEDULE 1

CLASS REPRESENTATIVES

The Class Representatives shall be those of the persons listed below that are alive as at the Effective Date.

PART A

Item no	Name(s)	Surname
1.	Bongani	Nkala
2.	Siporono	Phahlam
3.	Thembekile	Mnaheni
4.	Matona	Mabea
5.	Alloys Mncedi	Msuthu
6.	Myekelwa	Mkenyane
7.	Masiko	Somi
8.	Zwelendaba	Mgidi
9.	Mthobeli	Gangatha
10.	Landile	Qebula
11.	Joseph	Lebone
12.	Zama	Gangi
13.	Malungisa	Thole
14.	Monokoa Thomas	Lepota
15.	Mzawubalekwa	Diya
16.	Msekeli	Mbuziweni
17.	Nanabezi	Mgoduswa
18.	Thulenkho	Kuswana
19.	Maleburu Regina	Lebitsa
20.	Mataaso Mable	Makone
21.	Matsekelo Cisilia	Masupha
22.	Matiisetso Maseipati Jesenta	Nong

PART B

Item no	Name(s)	Surname
1.	Dyamara	Jibhana
2.	Watu	Dala
3.	Mantso	Mokoena
4.	Ishmael	Motleke
5.	Thabo	Ntsala
6.	Zonisile	Nkompela
7.	Bangumzi	Balakisi
8.	Mbikanye	Sawule
9.	Zimoshile	Bozo
10.	Zamukulungisa	Dyantyi
11.	Malusi	Bovu
12.	Agrippa	Dlisani
13.	Mncedisi	Dlisane
14.	Siqhamo	Hoyi
15.	Luvoko	Madindala
16.	Mtutuzeli	Mtshange
17.	Monde	Mxesibe
18.	Mzwanele	Bunyonyo
19.	Msikayise	Nqose
20.	Buzile	Nyakaza
21.	Patrick Xolile	Sitwayi
22.	Xolisile	Butu
23.	Zolisa	Jejana
24.	Zimoshile	Bozo

PART C

Item no	Name(s)	Surname
1.	Malepa	Puso
2.	Noebejara	Tau
3.	Elia Motlalepula	Phetane
4.	Motlalepula	Mokoena
5.	Sekhobe	Letsie
6.	Tshehla Solomon	Hlalele
7.	Mona Ashton	Melao
8.	Nkosi Selata	Selata
9.	Edgar Ntjana	Ntjana
10.	Ezekiel Mutsana	Masupha

SCHEDULE 2

THE CLASSES

The following four groups of persons constitute four separate classes:

1. **Class 1**

All persons:

1.1 who as at the Effective Date are undertaking, or prior to the Effective Date have undertaken, Risk Work;

1.2 who on or before the Effective Date have or will have contracted Silicosis or will have been exposed to silica dust;

1.3 who undertake or have undertaken Risk Work on one or more of the Qualifying Mines after 12 March 1965; and

1.4 who are not listed in Schedule D of the Trust Deed.

2. **Class 2**

The dependents of any of the persons contemplated in paragraph 1 above who (i.e such persons) are deceased as at the Effective Date.

3. **Class 3**

All persons:

3.1 who as at the Effective Date are undertaking, or prior to the Effective Date have undertaken, Risk Work;

3.2 who on, before or after the Effective Date have or will have contracted Tuberculosis; and

3.3 who undertake or have undertaken Risk Work on one or more of the Qualifying Mines after 12 March 1965;

4. **Class 4**

The dependents of any of the persons contemplated in paragraph 3 above who (i.e such persons) are deceased as at the Effective Date.

It is recorded that not all persons who fall within the Classes will qualify as Eligible Claimants and be entitled to receive Benefits in terms of the Trust.

SCHEDULE 3

OPT OUT NOTICE

If you are currently or have been a GOLD MINEWORKER in South Africa, at any time after 12 March 1965, and have been exposed to silica dust or you have contracted silicosis or pulmonary tuberculosis ("TB") OR you are A DEPENDANT (for example, the wife, child or life partner) of such a gold mineworker but who has died, then your rights could be affected by a class Settlement that has been approved by the High Court.

PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR RIGHTS.

THE SETTLEMENT

The gold mining companies listed in Annexure A ("**the participating gold mining companies**") have reached a conditional Settlement with the class representatives and the class lawyers (details below) to pay monetary compensation to eligible gold mineworkers and their dependants. The proposed Settlement will settle the claims against the participating gold mining companies arising from the class action that was initiated before the High Court for:

- the harm and loss suffered by mineworkers who contracted silicosis and/or TB during their work on certain gold mines in South Africa, and

- the harm and loss suffered by the dependants of mineworkers who died of these diseases.

The Settlement was approved by the High Court in Johannesburg on [INSERT DATE] on the basis that it is a fair, reasonable and adequate Settlement.

WHO IS INCLUDED IN THE SETTLEMENT?

The Settlement applies to all Class members. You are a Class member if you meet all the requirements of any of the following four classes:

Class 1:	All persons: 1. who as at the Effective Date (**this is the date when the Settlement Agreement will come into force**), are undertaking, or prior to the Effective Date have undertaken, Risk Work (**Risk Work is defined in the Occupational Diseases in Mines and Works Act, 1973, it includes working underground at a gold mine**); 2. who on or before the Effective Date, have or will have contracted Silicosis or will have been exposed to silica dust; 3. who undertake or have undertaken Risk Work on one or more of the mines listed in Annexure B of this notice after 12 March 1965; and 4. who did not settle their claims against Anglo American South Africa Limited and AngloGold Ashanti Limited on 14 March 2016 and Anglo American South Africa Limited on 19 September 2013, respectively.
Class 2:	The dependants of any of the persons contemplated in Class 1 above who (i.e. such persons) are deceased as at the Effective Date.
Class 3:	All persons: 1. who as at the Effective Date are undertaking, or prior to the Effective Date have undertaken, Risk Work; 2. who on, before or after the Effective Date have or will have contracted Tuberculosis; and

	3. who undertake or have undertaken Risk Work, after 12 March 1965, on one or more of the gold mines listed in Annexure B of this notice.
Class 4:	The dependants of any of the persons contemplated in Class 3 above who (i.e. such persons) are deceased as at the Effective Date.

WHAT IS THE EFFECT OF THE SETTLEMENT?

The Settlement is not yet in force because some of its conditions have not yet been met. If the conditions are met, the Settlement will come into force and the participating gold mining companies will establish a Trust for the benefit of the Class members, called **THE TSHIAMISO TRUST**. The participating gold mining companies will pay agreed contributions to the Tshiamiso Trust.

If the Settlement comes into force:

- All Class members will be entitled to **submit a claim to the Tshiamiso Trust** for monetary compensation, except for those class members that opt-out of the Settlement.

- A notice will be published with details of how to submit a claim to the Tshiamiso Trust.

- The Tshiamiso Trust will pay monetary compensation to all **Eligible Class members**. Class members must submit a completed claim form to the Tshiamiso Trust and may have to undergo medical examination to determine if they are Eligible Class members. An Eligible Class member is a person who is a member of the Classes and who meets the Tshiamiso Trust's requirements to receive monetary compensation.

Once the Settlement Agreement is in force, **Eligible Class members** will be entitled to receive a once-off payment of between R10 000 and R250 000, depending on the nature and seriousness of the disease and harm suffered. In some severe cases an Eligible Class member may be able to receive a larger amount, up to R500 000.

The full terms of the final Settlement as well as the Court's decision approving the Settlement are also available at [INSERT WEBSITE] or can be obtained from the Class Lawyers **(contact details below).**

REMAINING PART OF THE SETTLEMENT

IF YOU ARE A CLASS MEMBER AND YOU WISH TO BE PART OF THE SETTLEMENT, NO ACTION IS NECESSARY AT THIS TIME.

OPTING OUT OF THE SETTLEMENT

IF YOU ARE A CLASS MEMBER, THE SETTLEMENT IS AUTOMATICALLY BINDING ON YOU UNLESS YOU TAKE STEPS TO OPT-OUT. If you do not want to be part of the Settlement, or you want the right to pursue your claim individually in court, then you must take steps to opt-out of the Settlement. While you need not do anything to participate in the settlement, if you wish to send your contact details expressing your interest in participating, you may do so by completing an information form or registering your interest at this website .

To opt-out of the Settlement, you must **COMPLETE AND SIGN EITHER FORM A; FORM B; OR FORM C (WHICHEVER APPLIES TO YOU) AND DELIVER IT, TOGETHER WITH THE REQUIRED SUPPORTING DOCUMENTS, TO THE INDEPENDENT AUDITOR [INSERT NAME]** before **[INSERT DATE** – 60 days from last date of notice].

The form must be signed before a commissioner of oaths. Every police station in South Africa has a commissioner of oaths.

TO OPT-OUT, DELIVER YOUR OPT-OUT FORM AND THE SUPPORTING DOCUMENTS BY HAND OR BY FAX OR BY EMAIL USING THE FOLLOWING DETAILS:

[INSERT INDEPENDENT AUDITORS' CONTACT DETAILS]

Address for hand delivery:

Fax number:

Address for delivery by email:

You cannot opt-out by phone but you can call the numbers below for more information on opting-out.

Each Class member seeking to opt-out should fill out and sign a separate form.

If you deliver an opt-out form, the Independent Auditor may contact you for further information.

THE OPT-OUT FORM IS AVAILABLE AT [INSERT WEBSITE] OR CAN BE OBTAINED FROM THE CLASS LAWYERS (CONTACT DETAILS BELOW).

* PLEASE MAKE SURE THAT YOU COMPLETE THE CORRECT OPT-OUT FORM. IF YOU NEED ASSISTANCE IN THIS REGARD, USE THE INFORMATION SERVICES BELOW. The opt-out forms are different because different information is required from different types of Class members. For example, the information required from a dependant of a deceased gold mineworker is different from the information required from a gold mineworker.

FOR MORE INFORMATION ON THE CLAIMS PROCESS, THE SETTLEMENT AGREEMENT AND OPTING OUT:

- Visit [INSERT WEB ADDRESS];
- Call the toll-free Call Centre at [INSERT NUMBER]. The Call Centre will operate from [date] until [date], at no cost to persons calling from within South Africa;
- Send a "please call me" to the following number +27 (0)11 XXX; or
- Contact **THE CLASS LAWYERS** at:

Richard Spoor Incorporated Attorneys Tel. +27 (0)11 482 6081; Fax. +27 (0)11 482 1419 info@richardspoorinc.co.za; P.O. Box 303 Parklands, 2121	Abrahams Kiewitz Incorporated Tel. +27 (0)21 914 4842 Fax. +27 (0)21 914 1455 classaction@ak.law.za; P.O. Box 3048, Tygervalley, 7536, Cape Town	Legal Resources Centre Tel.: +27 (0)11 836 9831 Fax.: +27 (0)11 834 4273 silicosisclass@lrc.org.za P.O. Box 9495, Johannesburg, 2000

Annexure A - participating gold mining companies

1.	African Rainbow Minerals Limited
2.	Anglo American South Africa Limited
3.	Anglogold Ashanti Limited
4.	Avgold Limited
5.	Freegold (Harmony) Proprietary Limited

6.	Free State Consolidated Gold Mines (Operations) Limited
7.	Gold Fields Limited
8.	Gold Fields Operations Limited
9.	Newshelf 899 Proprietary Limited
10.	Beatrix Mines Limited
11.	Farworks/682 Limited
12.	Driefontein Consolidated Proprietary Limited
13.	GFI Mining Services Limited
14.	GFI Joint Venture Holdings Proprietary Limited
15.	Harmony Gold Mining Company Limited
16.	Unisel Gold Mines Limited
17.	Loraine Gold Mines Limited
18.	Randfontein Estates Limited
19.	Sibanye Gold Limited
20.	Leslie Gold Mines Limited
21.	Bracken Mines Limited

Annexure B

[insert]

FORM A
SETTLEMENT CLASS OPT-OUT

Class settlement between some South African gold mining companies and gold mineworkers and / or their dependants for claims for exposure to silica dust or the contraction of silicosis and/or pulmonary tuberculosis (TB)

This Form must only be completed if you a current or former gold mineworker and you want to opt-out of the Settlement

This Form EXCLUDES you from the Settlement Class.

(i) DO NOT use this Form if you wish to remain IN the Settlement Class.

(ii) DO NOT use this Form if you want to submit a claim to the Tshiamiso Trust.

Name: _____ ID number: _____

Address: _____
(Postal Code)

Cellphone/ telephone:_____Email:_____
(if available)

If you opt-out of the Settlement Class, you will not be eligible to submit a claim to the Tshiamiso Trust and will not get any payment from the Settlement.

If you opt-out of the Settlement Class, you will not be legally bound by the Settlement and will be entitled to pursue your claim individually in court.

YOUR EMPLOYMENT DETAILS		
Name of Gold Mine(s) where you work or have worked	**Your Employee number(s) at (each) Gold Mine where you work or have worked**	**Your period of employment at (each) Gold Mine**

PLEASE SEND THE FOLLOWING SUPPORTING DOCUMENTS WITH THE COMPLETED OPT-OUT FORM A

1. A copy of your identity document **or** passport;
2. Your proof of residence;
3. A copy of your employment (for example, a letter(s) of employment **or** payslip(s) **or** any other document(s) proving employment).

(If you do not have all the above documents, urgently contact the toll-free Call Centre on [xx] or send a "please call me" to [xx])

DECLARATION

I am 18 years or older. **I have read this document, I understand the legal consequences of signing this document and I am signing it freely.**

By signing below, I hereby declare under oath that:

1. I wish to opt-out of the Class Settlement approved by the High Court on [XXX], under Case Number [XXX], on my own behalf;
2. I understand the consequences of my decision to opt-out and that, by opting-out, I cannot claim any compensation from the Tshiamiso Trust established under the Settlement; and
3. I consent to this information being processed in accordance with the requirements of the Protection of Personal Information Act, No 4 of 2013.

_____

Full Name & Surname

_____

Signature

_____

Date

Thus signed and sworn / affirmed to at _____ on this the _____ day of _____ 20__, the deponent having acknowledged that s/he knows and understands the contents of this affidavit, that it is both true and correct to the best of his/her knowledge and belief, that s/he has no objection to taking the prescribed oath / affirmation and that the prescribed oath / affirmation will be binding on his/her conscience.

_____

COMMISSIONER OF OATHS

FULL NAMES:

DESIGNATION:

ADDRESS:

FORM B
SETTLEMENT CLASS OPT-OUT

Class settlement between some South African gold mining companies and mineworkers and / or their dependants for claims for exposure to silica dust or the contraction of silicosis and/or pulmonary tuberculosis (TB)

This Form must only be completed if you are

(i) a Dependant of a deceased gold mineworker;

(ii) you are 18 years of age or older; and

(iii) you want to opt-out of the Settlement.

This Form EXCLUDES you from the Settlement Class.

(i) DO NOT use this form if you wish to remain IN the Settlement Class.

(ii) DO NOT use this form if you want to submit a claim to the Tshiamiso Trust.

Name: _____ ID number: _____

Address: _____
(Postal Code)

Cellphone/ telephone: _____ Email: _____
(if available)

If you opt-out of the Settlement Class, you will not be eligible to submit a claim to the Tshiamiso Trust and will not get any payment from the settlement.

If you opt-out of the Settlement Class, you will not be legally bound by the Settlement and will be entitled to pursue your claim individually in court.

DETAILS OF THE DECEASED GOLD MINEWORKER	
Full Name and Surname	
Date of Birth	
Your relationship with the Deceased Gold Mineworker	

EMPLOYMENT DETAILS OF THE DECEASED GOLD MINEWORKER		
Name of Mine(s) where the Deceased Gold Mineworker Worked	**Employee number of the Deceased Gold Mineworker at (each) Mine**	**Period of Employment of the Deceased Gold Mineworker at (each) Mine**

PLEASE SEND THE FOLLOWING SUPPORTING DOCUMENTS WITH THE COMPLETED OPT-OUT FORM B

1. A copy of your identity document **OR** passport;
2. Your proof of residence;
3. A copy of the deceased gold mineworker's identity document **OR** passport;
4. A copy of the deceased mineworker's death certificate; and
5. A copy of the deceased gold mineworker's proof of employment (for example, a letter(s) of employment **OR** payslip(s) **OR** any other document(s) proving employment).

(If you do not have all the above documents, urgently contact the toll-free Call Centre on [xx] or send a "please call me" to [xx]).

DECLARATION

I am 18 years or older. **I have read this document, I understand the legal consequences of signing this document and I am signing it freely.**

By signing below, I hereby declare under oath that:

1. I wish to opt-out of the Class Settlement approved by the High Court on [XXX], under Case Number [XXX], on my own behalf;
2. I understand the consequences of my decision to opt-out and that by opting-out, I and all other dependants of the deceased gold mineworker, by operation of law, cannot claim any monetary compensation from the Tshiamiso Trust established under the Settlement; and
3. I consent to this information being processed in accordance with the requirements of the Protection of Personal Information Act, No 4 of 2013.

_____

Full Name & Surname

_____

Signature

_____

Date

Thus signed and sworn / affirmed to at _____ on this the _____ day of _____ 20__, the deponent having acknowledged that s/he knows and understands the contents of this affidavit, that it is both true and correct to the best of his/her knowledge and belief, that s/he has no objection to taking the prescribed oath / affirmation and that the prescribed oath / affirmation will be binding on his/her conscience.

_____

COMMISSIONER OF OATHS

FULL NAMES:

DESIGNATION:

ADDRESS:

FORM C

SETTLEMENT CLASS OPT-OUT

Class settlement between some South African gold mining companies and mineworkers and / or their dependants for claims for exposure to silica dust or the contraction of silicosis and/or pulmonary tuberculosis (TB)

This Form must only be completed if you are

(i) the Parent and/or Guardian of a child who is under 18 years of age and is a Dependant of a deceased gold mineworker; and

(ii) you are exercising the child's right to opt-out of the Settlement

In this Form, the child who is a Dependant of the deceased gold mineworker is called a "Minor Dependant".

This Form EXCLUDES the Minor Dependant of the deceased gold mineworker from the Settlement Class.

(i) DO NOT use this Form if you want the Minor Dependant to remain IN the Settlement Class.

(ii) DO NOT use this Form if you want to submit a claim to the Tshiamiso Trust on behalf of the Minor Dependant.

DETAILS OF THE PARENT / GUARDIAN

Name: _____ ID number: ___

Address: _____ (Postal Code)

Cellphone/ telephone:_____ Email:_____ (if available)

If you opt-out of the Settlement Class on behalf of the Minor Dependant, you will not be eligible to submit a claim to the Tshiamiso Trust on behalf of the Minor Dependant and the Minor Dependant will not get any payment from the Settlement.

The Minor Dependant will not be legally bound by the Settlement and you will be entitled to pursue his / her own claim individually in court on his / her behalf.

DETAILS OF THE MINOR DEPENDANT	
Full Name and Surname	
Date of Birth	
Physical Address	
Relationship of the Parent / Guardian with the Deceased Gold Mineworker, if any	
Relationship of the Minor Dependant with the Deceased Gold Mineworker	

DETAILS OF THE DECEASED GOLD MINEWORKER	
Full Name and Surname	
Date of Birth	

EMPLOYMENT DETAILS OF THE DECEASED GOLD MINEWORKER		
Name of Mine(s) where the Deceased Gold Mineworker Worked	Employee number of the Deceased Gold Mineworker at (each) Mine	Period of Employment of the Deceased Gold Mineworker at (each) Mine

PLEASE SEND THE FOLLOWING SUPPORTING DOCUMENTS WITH THE COMPLETED OPT-OUT FORM C

1. A copy of your identity document **OR** passport;
2. Your proof of residence;
3. A copy of the Minor Dependant's birth certificate **OR** identity document **OR** passport;
4. A copy of the deceased gold mineworker's identity document **OR** passport;
5. A copy of the deceased gold mineworker's death certificate; and
6. A copy of the deceased gold mineworker's proof of employment (for example, a letter(s) of employment **OR** payslip(s) **OR** any other document(s) proving employment).

(If you do not have all the above documents, urgently contact the toll-free Call Centre on [xx] or send a "please call me" to [xx])

DECLARATION

I am 18 years or older. I am the Parent and/or Legal Guardian of the Minor Dependant. **I understand the legal consequences of signing this document on behalf of the Minor Dependant.** I have read this document, and I am signing it freely.

By signing below, I hereby declare (on behalf under oath that:

1. I wish to opt-out of the Class Settlement approved by the High Court on [XXX], under Case Number [XXX], on behalf of the Minor Dependant;
2. I understand the consequences of my decision to opt-out on behalf of the Minor Dependant and that by opting-out, the Minor Dependant and any other dependants of the deceased gold mineworker, by operation of law, cannot claim any monetary compensation from the Tshiamiso Trust established under the Settlement; and
3. I consent to this information being processed in accordance with the requirements of the Protection of Personal Information Act, No 4 of 2013.

_____

Full Name & Surname

_____

Signature

_____

Date

Thus signed and sworn / affirmed to at _____ on this the _____ day of _____ 20__, the deponent having acknowledged that s/he knows and understands the contents of this affidavit, that it is both true and correct to the best of his/her knowledge and belief, that s/he has no objection to taking the prescribed oath / affirmation and that the prescribed oath / affirmation will be binding on his/her conscience.

_____

COMMISSIONER OF OATHS

FULL NAMES:

DESIGNATION:

ADDRESS:

SCHEDULE 4

TRUST DEED

BOWMANS

EXECUTION

TRUST DEED FOR THE TSHIAMISO TRUST

Deed of trust made and entered into by and between

THE PERSONS LISTED IN SCHEDULE A
(as the Founders of the Trust)

and

THE PERSONS LISTED IN SCHEDULE B
(as the initial Trustees of the Trust)

and

K2018259017 (SOUTH AFRICA) PROPRIETARY LIMITED
(as the Agent)

and

THE PERSONS LISTED IN SCHEDULE C
(as the Claimants' Attorneys)

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PARTIES:

This Trust Deed is entered into between:

(1) **the persons listed in Schedule A** (the **Founders**);

(2) **the persons listed in Schedule B** (the **Initial Trustees**);

(3) **K2018259017 (South Africa) Proprietary Limited** (the **Agent**); and

(4) **the persons listed in Schedule C** (the **Claimants' Attorneys**).

INTRODUCTION

A. The Class Action Litigation, relating to Silicosis and Tuberculosis, has been instituted by some of the Class Representatives against a number of respondents, including some of the Companies.

B. The Parties recognise the need to address issues associated with past, present and future compensation for Silicosis and Tuberculosis in the South African gold mining industry.

C. The Companies and the Settling Claimants (as defined in the Settlement Agreement) intend to settle the claims relating to the Class Action Litigation pursuant to the Settlement Agreement.

D. The Settlement Agreement contemplates the establishment of a trust. This Trust Deed establishes the trust on the basis of and subject to the terms and conditions detailed in it.

E. In this context, and in the interests of mineworkers and the stability and productivity of their workforce, the Founders will make contributions to the Trust for the benefit of Eligible Claimants, on the basis of, and subject to, the provisions of this Trust Deed.

F. This Trust Deed is divided into eight parts, which generally cover the following:

a. PART A: the formation and object of the Trust;

b. PART B: the amounts payable to Eligible Claimants as Benefits;

c. PART C: the funding obligations of the Founders;

d. PART D: the processes and functions of the Trust, including:

i. the locating of potential Eligible Claimants;

ii. the processes of submitting a claim to the Trust, including the submission of documentation, undergoing medical examinations, being Certified as having a Qualifying Disease and processing payment of Benefits; and

iii. review and dispute resolution mechanisms;

e. PART E: appointment and removal of Trustees, their powers and duties, and provisions relating to Trust meetings;

f. PART F: record keeping, accounts and reports;

g. PART G: the duration, termination, and ability to amend the Trust; and

h. PART H: general provisions covering, among other things, the taxation and tax reporting of the Trust and the arbitration processes governing disputes between the Parties.

G. The Founders have procured the formation of the Agent, which shall act as the Founders' agent in relation to certain matters governed by this Trust Deed.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

For the purposes of this Trust Deed and the preamble above, unless the context requires otherwise:

1.1.1 **Accredited Practitioners** means the approved practitioners, and practitioners employed by, or members of, approved medical facilities and bodies, all of which appear on the registry that shall be maintained by the Trustees in terms of clause 12.6.1;

1.1.2 **Affiliate** means: (i) in relation to any Person which is a corporate body, any other Person that Controls, is Controlled by or is under common Control with, such Person; and (ii) in relation to any Person who is a natural person, any agent, trustee or representative of such Person;

1.1.3 **Agent** means K2018259017 (South Africa) Proprietary Limited, a company registered in accordance with the laws of South Africa under registration number 2018/259017/07;

1.1.4 **Annual Contribution Period** means the period commencing on the second anniversary of the Payment Date and terminating on the Termination Date;

1.1.5 **Annual Period** means a period of 365 days (or 366 days, in the case of a leap year), the first of which commencing on the Payment Date, and each subsequent period commencing on the day following the expiry of the most recent period and terminating on the day before the 1st (first) anniversary of that subsequent period, provided that the last period shall expire on the Termination Date, regardless of the number of days constituting it;

1.1.6 **Approved ODMWA Certificates** means ODMWA Certificates which the Trustees (or persons authorised by the Trustees for that purpose) may from time to time accept for the purposes

of the determinations contemplated in clauses 12.8.2.2.1 and 12.8.2.3.1, provided that they substantially align with the criteria for Qualifying Diseases as stipulated in this Trust Deed and Schedule H; and for the purposes of this clause, an ODMWA Certificate refers to a certificate of finding of the certification committee issued in accordance with ODMWA in the form prescribed in ODMWA and its regulations, which states that the subject of the certificate has first degree silicosis, second degree silicosis, first degree tuberculosis or second degree tuberculosis, but excludes certificates which state that they were issued for silico-tuberculosis or for tuberculosis with the presence of any pneumoconiosis; and

1.1.7 **Auditors** means the auditors of the Trust for the time being and from time to time;

1.1.8 **Benefits** means the monetary amounts referred to in clause 5.2, adjusted, if applicable, in terms of clauses 5.6, 6 and 7;

1.1.9 **Benefit Contributions** means the contributions referred to in clause 8.6.1;

1.1.10 **Business Day** means any day other than a Saturday, Sunday or statutory public holiday in South Africa;

1.1.11 **Certificate of Medical Finding** means a written determination by the Medical Certification Panel, in accordance with the provisions of clause 12.7, stating:

1.1.11.1 in the case of a Lodging Settling Claimant:

1.1.11.1.1 whether or not he has a Qualifying Disease;

1.1.11.1.2 if it is determined that he has a Qualifying Disease, which Qualifying Disease he has; and

1.1.11.1.3 if it is determined that he does not have a Qualifying Disease, that the Lodging Settling Claimant is Medically Ineligible;

1.1.11.2 in the case of a Contended Deceased Individual:

1.1.11.2.1 whether or not he had a Qualifying Disease;

1.1.11.2.2 if it is determined that he had a Qualifying Disease:

1.1.11.2.2.1 which Qualifying Disease he had; and

1.1.11.2.2.2 that the primary cause of his death is determined to be: (i) Tuberculosis, (ii) Silicosis, or (iii) that the primary cause of death cannot be determined or is neither Tuberculosis nor Silicosis;

1.1.11.2.3 if it is determined that he did not have a Qualifying Disease, that the Contended Deceased Individual is Medically Ineligible;

1.1.12 **Certification** means a written determination by the Trust Certification Committee:

1.1.12.1 that a Settling Claimant who has been issued with a Certificate of Medical Finding, an Approved ODMWA Certificate or a Tuberculosis Certificate qualifies as an Eligible Claimant; or

1.1.12.2 that a Dependent Claimant who has been issued with a Certificate of Medical Finding or an Approved ODMWA Certificate in relation to a Deceased Individual qualifies as an Eligible Claimant;

and of the Benefit that such Eligible Claimant is entitled to claim from the Trust (and **Certified** and **Certify** shall have corresponding meanings);

1.1.13 **Certification Reviewing Authority** means the person appointed by the Trustees in terms of clause 12.15.6.1;

1.1.14 **Claimants' Agent** means the person referred to in clause 32;

1.1.15 **Claimants' Attorneys** means the persons listed in Schedule C;

1.1.16 **Claims Lodgement Officer** means the persons appointed by the Trustees and authorised to accept claims in terms of clause 12.5.1;

1.1.17 **Class Action Litigation** means the applications for class certification under case numbers 48226/12, 31324/12, 31326/12, 31327/12 and 08108/13 in the South Gauteng High Court, Johannesburg (now known as the High Court of South Africa (Gauteng Local Division, Johannesburg)), which applications were consolidated under case number 48226/12 and thereafter referred to as *Bongani Nkala and Others v Harmony Gold Mining Company Limited and others;*

1.1.18 **Class Representatives** shall have the meaning ascribed to it in the Settlement Agreement;

1.1.19 **COIDA** means the Compensation for Occupational Injuries and Diseases Act, 1993;

1.1.20 **Companies** means (i) **African Rainbow Minerals Limited**, a company registered in accordance with the laws of South Africa under registration number 1933/004580/06, (ii) **Anglo American South Africa Limited**, a company registered in accordance with the laws of South Africa under registration number 1917/005309/06, (iii) **AngloGold Ashanti Limited**, a company registered in accordance with the laws of South Africa under registration number 1944/017354/06, (iv) **Avgold Limited**, a company registered in accordance with the laws of South Africa under registration number 1990/007025/06, (v) **Freegold (Harmony) Proprietary**

Limited, a company registered in accordance with the laws of South Africa under registration number 2001/029602/07, (vi) **Free State Consolidated Gold Mines (Operations) Limited**, a company registered in accordance with the laws of South Africa under registration number 1937/009266/06, (vii) **Gold Fields Limited**, a company registered in accordance with the laws of South Africa under registration number 1968/004880/06, (viii) **Gold Fields Operations Limited**, a company registered in accordance with the laws of South Africa under registration number 1959/003209/06, (ix) **Newshelf 899 Proprietary Limited**, a company registered in accordance with the laws of South Africa under registration number 2007/019941/07, (x) **Beatrix Mines Limited**, a company registered in accordance with the laws of South Africa under registration number 1977/002138/06, (xi) **Farworks/682 Limited**, a company registered in accordance with the laws of South Africa under registration number 1964/004462/06, (xii) **Driefontein Consolidated Proprietary Limited**, a company registered in accordance with the laws of South Africa under registration number 1993/002956/07, (xiii) **GFL Mining Services Limited**, a company registered in accordance with the laws of South Africa under registration number 1997/019961/06, (xiv) **GFI Joint Venture Holdings Proprietary Limited**, a company registered in accordance with the laws of South Africa under registration number 1998/023354/07, (xv) **Harmony Gold Mining Company Limited**, a company registered in accordance with the laws of South Africa under registration number 1950/038232/06, (xvi) **Unisel Gold Mines Limited**, a company registered in accordance with the laws of South Africa under registration number 1972/010604/06, (xvii) **Loraine Gold Mines Limited**, a company registered in accordance with the laws of South Africa under registration number 1950/039138/06, (xviii) **Randfontein Estates Limited**, a company registered in accordance with the laws of South Africa under registration number 1889/000251/06, (xix) **Sibanye Gold Limited**, a company registered in accordance with the laws of South Africa under registration number 2002/031431/06, (xx) **Leslie Gold Mines Limited**, a company registered in accordance with the laws of South Africa under registration number 1959/001124/06, and (xxi) **Bracken Mines Limited**, a company registered in accordance with the laws of South Africa under registration number 1959/001126/06;

1.1.21 **Companies Act** means the Companies Act, 2008;

1.1.22 **Contended Deceased Individual** means a deceased person who a Lodging Dependent Claimant, or anyone else, contends to be a Deceased Individual.

1.1.23 **Contributions** means the financial contributions referred to in clause 8.1;

1.1.24 **Control** means: (i) the legal or beneficial ownership, directly or indirectly, of 50% (fifty percent) or more of the shares or other ownership interests of any Person; (ii) the ability, directly or indirectly, to appoint half or more of the board or other controlling body of any Person; or (iii) the ability, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise to direct or cause the direction of the management and

policies of any Person, and for this purpose, a Person shall be deemed to direct or cause the direction of the management and policies of a Person if the consent or approval of such Person is required with respect to all or substantially all material decisions; and **Controlled, Controls** and **Controlling** shall be construed accordingly;

1.1.25 **CPI** means the change (expressed as a percentage) between (i) the Index numbers for the month from which CPI is being calculated (or, where the Index numbers for that month are not yet released, the latest available Index numbers for the month closest in time prior to that month); and (ii) the Index numbers for the month in which CPI is being determined (or, where the Index numbers for that month are not yet released, the latest available Index numbers for the month closest in time prior to that month); and for the purposes of this clause the Index refers to the headline Consumer Price Index (urban/metropolitan areas, all items) as published in the Statistical Release P0141.1 compiled by Statistics South Africa or, in the absence thereof, a similar index nominated by the Auditors;

1.1.26 **Deceased Individual** means either a Deceased Silicosis Individual or a Deceased Tuberculosis Individual;

1.1.27 **Deceased Silicosis Individual** means a Settling Claimant who:

1.1.27.1 died with Silicosis before the Effective Date;

1.1.27.2 was employed to undertake Risk Work at one or more Qualifying Mines during Qualifying Periods; and

1.1.27.3 is not one of the persons listed in Schedule D;

1.1.28 **Deceased Tuberculosis Individual** means a Settling Claimant who:

1.1.28.1 died before the Effective Date;

1.1.28.2 was employed to undertake Risk Work at one or more Qualifying Mines during Qualifying Periods for a cumulative period of at least 2 (two) years;

1.1.28.3 at the time of his death:

1.1.28.3.1 was employed at a Qualifying Mine during a Qualifying Period to undertake Risk Work; or

1.1.28.3.2 if his employment was terminated, had undertaken Risk Work at a Qualifying Mine during a Qualifying Period within the immediately preceding twelve calendar month period; and

1.1.28.4 is determined by the Medical Certification Panel in a Certificate of Medical Finding as having had Tuberculosis which was the primary cause of his death; and

1.1.28.5 is not one of the persons listed in Schedule D;

1.1.29 **Dependent**, in relation to a deceased person, means any person who would be entitled to inherit from the deceased person's estate if he were to die without a will or similar testamentary document; and, for the purposes of this clause 1.1.29, any person determined in good faith by the Trustees (or persons authorised by the Trustees for that purpose, including the Trust Certification Committee), acting reasonably, to be a Dependent shall be deemed to be such, even if it transpires after the determination that he would not in fact be entitled to so inherit from the deceased person's estate;

1.1.30 **Dependent Claimant** means a Dependent Silicosis Claimant Category A, a Dependent Silicosis Claimant Category B or a Dependent Tuberculosis Claimant;

1.1.31 **Dependent Silicosis Claimant Category A** means a Dependent of a Deceased Silicosis Individual, or the executor of the estate of a Deceased Silicosis Individual, where (in each case):

1.1.31.1 such Deceased Silicosis Individual died during the period commencing on 12 March 1965 and terminating on the day before the Effective Date;

1.1.31.2 the Medical Certification Panel determines in a Certificate of Medical Finding that Silicosis was the primary cause of his death; and

1.1.31.3 no Dependents of such Deceased Silicosis Individual nor the executor of his estate has or have delivered a completed and executed Opt Out Notice in terms of the Settlement Agreement;

1.1.32 **Dependent Silicosis Claimant Category B** means a Dependent of a Deceased Silicosis Individual, or the executor of the estate of a Deceased Silicosis Individual, if (in each case):

1.1.32.1 such Deceased Silicosis Individual does not meet the definitional requirements of clause 1.1.31;

1.1.32.2 such Deceased Silicosis Individual died during the period commencing on 1 January 2008 and terminating on the day before the Effective Date;

1.1.32.3 such Deceased Silicosis Individual is determined as having had either Silicosis Class 2 or Silicosis Class 3 by:

1.1.32.3.1 the Medical Certification Panel in a Certificate of Medical Finding; or

1.1.32.3.2 the Trust Certification Committee on the basis of an Approved ODMWA Certificate; and

1.1.32.4 no other Dependents of such Deceased Silicosis Individual or the executor of his estate has or have delivered a completed and executed Opt Out Notice in terms of the Settlement Agreement;

1.1.33 **Dependent Tuberculosis Claimant** means a Dependent of a Deceased Tuberculosis Individual, or the executor of the estate of a Deceased Tuberculosis Individual, if (in each case) no other Dependents of such Deceased Tuberculosis Individual nor the executor of his estate has or have delivered a completed and executed Opt Out Notice in terms of the Settlement Agreement;

1.1.34 **Differential of Increased Benefit** means the monetary difference between:

1.1.34.1 the total gross value of monetary benefits that a potential Eligible Claimant would be entitled to receive for permanent disability (as opposed to loss of earnings) in respect of Silicosis (if his claim relates to a Silicosis Qualifying Disease) or Tuberculosis (if his claim relates to a Tuberculosis Qualifying Disease) in terms of ODMWA and/or in terms of any other applicable legislation that may be promulgated from time to time (including amendments to COIDA) that provides for compensation for permanent disability (and such gross value shall include any amounts already paid to such potential Eligible Claimant for the same disease in terms of ODMWA and/or in terms of any other applicable legislation). This total gross value shall be calculated using the criteria and monetary benefits as they existed at the Submission Date; and

1.1.34.2 the monetary benefit that a potential Eligible Claimant would be potentially entitled to receive for permanent disability (as opposed to loss of earnings) in terms of ODMWA (and such monetary benefit shall include any amounts already paid to such potential Eligible Claimant for the same disease in terms of ODMWA) in respect of the same Qualifying Disease to which his claim relates, applying the ODMWA certification criteria as it existed at the Signature Date, and calculated using the monetary benefits as they existed at the Signature Date, and adjusted by CPI (calculated from the Signature Date and determined with reference to the Submission Date),

provided that where the difference is a negative number, it shall be considered to equal zero.

For the purposes of this clause 1.1.34, the **Submission Date** shall be the date on which the potential Eligible Claimant lodged his Lodgement Documents with the Claims Lodgement Officer (provided that all requisite information has been provided to make the determination in clauses 1.1.34.1 and 1.1.34.2) or the date on which such requisite information is received;

1.1.35 **Effective Date** means the date on which the Settlement Agreement becomes unconditional;

1.1.36 **Eligible Claimant** means:

1.1.36.1 a Silicosis Claimant;

1.1.36.2 a Tuberculosis Claimant;

1.1.36.3 an Historical Tuberculosis Claimant; or

1.1.36.4 a Dependent Claimant, where the Dependent Claimant is either:

1.1.36.4.1 subject to clause 1.1.36.4.2, the first person determined by the Trustees (or persons authorised by the Trustees for that purpose, including the Trust Certification Committee) to be a Dependent of a Contended Deceased Individual, and such further persons, if any, that are so determined in the 3 (three) calendar months immediately following the first determination; or

1.1.36.4.2 the executor of the estate of a Deceased Individual, unless such executor presents himself to the Trustees (or persons authorised by the Trustees for that purpose, including the Trust Certification Committee) after the expiry of the 3 (three) calendar month period contemplated in clause 1.1.36.4.1;

who has, in each case, lodged a claim for a Benefit with the Trust within the Qualifying Claims Period, in accordance with the provisions of clause 12 of this Trust Deed;

1.1.37 **Expert** means a Person appointed in writing by the Trustees, the Agent and the Claimants' Agent to determine any dispute in terms of clause 10 relating to the determinations referred to in clauses 8.4.7.1 and 8.6.4.1 by the Trustees (in consultation with the Financial Consultant). Should the Trustees, the Agent and the Claimants' Agent fail to agree on the identity of that Person for the purposes of clause 10.1 within 5 (five) Business Days after the date of the Referral Notice referred to in clause 10.1, then the Expert shall be nominated, at the request of any of the Trustees, the Agent or the Claimants' Agent, by the president of the Actuarial Society of South Africa (or his nominee) for the time being and from time to time;

1.1.38 **Financial Consultant** means the Person appointed in accordance with the provisions of clause 9 from time to time;

1.1.39 **First Degree Tuberculosis** means a degree of Tuberculosis certified as "First Degree Tuberculosis" in accordance with the provisions of this Trust Deed, and in particular clause 12.7 read with clause 1.1.11 and clauses 12.8.2.2.1and 12.8.2.3.1;

1.1.40 **Form of Release** shall mean a release substantially in the form of Schedule E hereto;

1.1.41 **Founders** means the persons listed in Schedule A;

1.1.42 **Historical Tuberculosis Claimant** means a Settling Claimant who:

1.1.42.1 is living as at the Effective Date, even if he dies thereafter;

1.1.42.2 was issued with a Tuberculosis Certificate during the period commencing on 12 March 1965 and terminating on 28 February 1994, and at the time of such issue:

1.1.42.2.1 was employed at one or more Qualifying Mines during Qualifying Periods for a cumulative period of at least 2 (two) years to undertake Risk Work;

1.1.42.2.2 if his employment was terminated, within the immediately preceding twelve calendar month period was employed at one or more Qualifying Mines during Qualifying Periods for a cumulative period of at least 2 (two) years to undertake Risk Work;

1.1.42.3 is not one of the persons listed in Schedule D;

1.1.43 **Initial Benefit Contribution** means the contribution referred to in clause 8.5.1;

1.1.44 **Lodgement Documents** means the following documents:

1.1.44.1 copy of the identity document, passport or evidence of an employee/industry number of the Lodging Claimant;

1.1.44.2 copy of the identity document, passport or evidence of an employee/industry number of the Contended Deceased Individual, where applicable;

1.1.44.3 in relation to a Lodging Settling Claimant or a Contended Deceased Individual, the Service Record at any Qualifying Mine;

1.1.44.4 fingerprints or equivalent biometric data of the Lodging Claimant;

1.1.44.5 bank details, of a bank account in the name of the Lodging Claimant (which account is operational and no closure of such account is in process), unless the Lodging Claimant contends that no such account exists; and

1.1.44.6 a duly signed Form of Release;

1.1.45 **Lodging Claimant** means a Lodging Settling Claimant or a Lodging Dependent Claimant;

1.1.46 **Lodging Dependent Claimant** means a person presenting himself to be a Dependent Claimant;

1.1.47 **Lodging Historical Tuberculosis Claimant** means a person presenting himself to be an Historical Tuberculosis Claimant;

1.1.48 **Lodging Settling Claimant** means a person presenting himself to be a Settling Claimant;

1.1.49 **Master** means the Master, Deputy Master or Assistant Master of the office of the Master of the High Court of South Africa (Gauteng Local Division, Johannesburg);

1.1.50 **Medical Advisory Panel** means the medical panel referred to in clause 12.14;

1.1.51 **Medical Certification Panel** means the medical panel referred to in clause 12.7;

1.1.52 **Medical Report** means:

1.1.52.1 the report issued by an Accredited Practitioner in terms of clause 12.6.3;

1.1.52.2 in the case of an Historical Tuberculosis Claimant, the report of the results of an acceptable lung function test conducted by any suitably qualified and experienced medical practitioner (unless the Trustees, or persons authorised by the Trustees for that purpose, decide that reports by a particular practitioner are not to be accepted for the purposes of this clause 1.1.52), provided that such lung function test was conducted (i) at least 12 (twelve) calendar months, and at most 18 (eighteen) calendar months, after completion of a course of treatment for Tuberculosis and such completion is evidenced by documented proof from a public health authority; and (ii) such treatment relates to the Tuberculosis which is the subject of the Tuberculosis Certificate referred to in clause 1.1.42.2; and

1.1.52.3 in the case of a Contended Deceased Individual who died before the Effective Date, a post-mortem examination report or other diagnosis report conducted by any suitably qualified and experienced medical practitioner (unless the Trustees, or persons authorised by the Trustees for that purpose, decide that reports by a particular practitioner are not to be accepted for the purposes of this clause 1.1.52);

1.1.53 **Medical Reviewing Authority** means the medical practitioner appointed by the Trustees in terms of clause 12.15.5.1;

1.1.54 **Medically Ineligible** means the Medical Certification Panel has determined that a Lodging Settling Claimant or a Contended Deceased Individual does not have or, in the case of the Contended Deceased Individual, did not have a Qualifying Disease;

1.1.55 **Non-qualifying Mine** means any mine other than any of the Qualifying Mines;

1.1.56 **Notice of Ineligibility** means the written determination referred to in clause 12.8.2.6 and clause 12.2.3;

1.1.57 **ODMWA** means the Occupational Diseases in Mines and Works Act, 1973;

1.1.58 **Opt Out Notice** shall have the meaning ascribed to it in the Settlement Agreement;

1.1.59 **Parties** means the Founders, the Trustees, the Agent and the Claimants' Attorneys;

1.1.60 **Payment Administrator** means the persons appointed by the Trustees in terms of clause 12.9;

1.1.61 **Payment Date** means the last day of the calendar month immediately following the calendar month in which the Effective Date falls;

1.1.62 **Person** means any natural person, firm, trust, juristic person, governmental authority, joint venture, partnership, association or other entity (whether or not having a separate legal personality);

1.1.63 **Qualifying Claims Period** means a period commencing on the Effective Date and terminating on the 12th (twelfth) anniversary of that date;

1.1.64 **Qualifying Diseases** means, subject to clause 12.7.11, any of the following (and only the following):

1.1.64.1 a Silicosis Qualifying Disease;

1.1.64.2 a Tuberculosis Qualifying Disease;

1.1.64.3 in the case of, or in relation to, a Deceased Tuberculosis Individual and/or an Historical Tuberculosis Claimant, Tuberculosis (but excluding Tuberculosis where there is also the presence of Silicosis); and

1.1.64.4 in the case of, or in relation to, a Dependent Silicosis Claimant Category A, Silicosis (without reference to a particular degree of impairment);

1.1.65 **Qualifying Mines** means those gold mines listed in Schedule F;

1.1.66 **Qualifying Period** means, in relation to each Qualifying Mine, the period or periods of time indicated for it in Schedule F;

1.1.67 **Rand** means South African Rand, the lawful currency of South Africa, and **R** and **ZAR** shall each have the equivalent meaning;

1.1.68 **Risk Work** means risk work as contemplated in ODMWA (as at the Signature Date);

1.1.69 **Second Degree Tuberculosis** means a degree of Tuberculosis certified as "Second Degree Tuberculosis" in accordance with the provisions of this Trust Deed, and in particular clause 12.7 read with clause 1.1.11 and clauses 12.8.2.2.1and 12.8.2.3.1;

1.1.70 **Settlement Agreement** means the agreement titled "Gold Mineworkers' Class Action Settlement Agreement" entered into, or to be entered into, between, among others, the Founders and the Claimants' Attorneys;

1.1.71 **Settling Claimant** has the meaning ascribed to it in the Settlement Agreement, but excludes for the purposes of this Trust Deed (other than the Introduction) a dependent claimant;

1.1.72 **Service Record** means a record generated by the Medical Bureau for Occupational Diseases (MBOD) or the Compensation Commission for Occupational Diseases (CCOD), a record generated by TEBA Limited, an official mine employment record, a record generated by a Company's human resources information system, or in exceptional circumstances a similar written record of comparable evidential weight or credibility, which may include a work record, Government Department record, wage slip or pay advice identifying the Settling Claimant and/or Contended Deceased Individual (as applicable), or any other certificate or document originating from a Qualifying Mine which identifies the Settling Claimant as having been an employee of one or more mines and the date(s) of such employment, or such other records as the Trustees (acting reasonably) accept;

1.1.73 **Signature Date** means the last date on which this Trust Deed is signed by the Parties;

1.1.74 **Silicosis** means permanent lesions, but excluding calcified foci, of the pulmonary organs caused by the inhalation of silica dust in the course of the performance of Risk Work;

1.1.75 **Silicosis Claimant** means a Settling Claimant who:

1.1.75.1 is living as at the Effective Date, even if he dies thereafter;

1.1.75.2 has a Silicosis Qualifying Disease;

1.1.75.3 was employed to undertake Risk Work at one or more Qualifying Mines during Qualifying Periods; and

1.1.75.4 is not one of the persons listed in Schedule D;

1.1.76 **Silicosis Class 1** means a degree of Silicosis certified as "Silicosis Class 1" in accordance with the provisions of this Trust Deed, and in particular clause 12.7 read with clause 1.1.11 and clauses 12.8.2.2.1and 12.8.2.3.1;

1.1.77 **Silicosis Class 2** means a degree of Silicosis certified as "Silicosis Class 2" in accordance with the provisions of this Trust Deed, and in particular clause 12.7 read with clause 1.1.11 and clauses 12.8.2.2.1and 12.8.2.3.1;

1.1.78 **Silicosis Class 3** means a degree of Silicosis certified as "Silicosis Class 3" in accordance with the provisions of this Trust Deed, and in particular clause 12.7 read with clause 1.1.11 and clauses 12.8.2.2.1and 12.8.2.3.1;

1.1.79 **Silicosis Qualifying Disease** means, subject to clause 12.7.11, any of the following degrees of Silicosis (and only the following):

1.1.79.1 Silicosis Class 1;

1.1.79.2 Silicosis Class 2; and

1.1.79.3 Silicosis Class 3;

1.1.80 **South Africa** means the Republic of South Africa;

1.1.81 **Statutes** means the Trust Property Control Act and any other statute affecting the performance by the Trustees of their duties or functions;

1.1.82 **Start-Up Contribution** means the contribution referred to in clause 8.3;

1.1.83 **Termination Date** means the date on which the Termination Notice referred to in clause 21.1 is delivered to the Trustees;

1.1.84 **Trust** means the Tshiamiso Trust constituted in terms of this Trust Deed;

1.1.85 **Trust Administration Contributions** means the contributions referred to in clause 8.4.1;

1.1.86 **Trust Bank Account** means the bank account established by the Trust for receipt of amounts payable to and by the Trust in terms of this Trust Deed;

1.1.87 **Trust Certification Committee** means the persons appointed by the Trustees in terms of clause 12.8;

1.1.88 **Trust Commencement Date** means the date on which the Master issues letters of authority to the Initial Trustees, following lodgment of this Trust Deed with the Master;

1.1.89 **Trust Deed** means this deed and any annexes, schedules or attachments to it;

1.1.90 **Trust Fund** means all the assets of the Trust from time to time, movable and immoveable, corporeal and incorporeal, including (without limitation) contingent interests;

1.1.91 **Trust Income** means the income of the Trust (excluding the Contributions) and all realised capital gains, after paying or charging or providing for all costs and expenses (including capital losses) lawfully incurred by the Trustees in connection with such income of the Trust, including any tax that may become payable by the Trust on such income;

1.1.92 **Trust Object** means the object referred to in clause 3;

1.1.93 **Trust Property Control Act** means the Trust Property Control Act, 1988;

1.1.94 **Trustees** means the trustees of the Trust for the time being and from time to time;

1.1.95 **Tuberculosis** means an infection of the cardio-respiratory organs caused by *Mycobacterium tuberculosis* and any sequelae, complication or manifestation thereof, but does not include inactive or calcified foci;

1.1.96 **Tuberculosis Certificate** means a certificate of finding of the certification committee issued in accordance with ODMWA in the form prescribed in ODMWA and its regulations, which states that the subject has contracted tuberculosis (including certificates which state "TB only", "TB reactivated", "TB can antedate" and "TB current"), but does not state that the subject has first degree tuberculosis or second degree tuberculosis;

1.1.97 **Tuberculosis Claimant** means a Settling Claimant who:

1.1.97.1 is living as at the Effective Date, even if he dies thereafter;

1.1.97.2 has a Tuberculosis Qualifying Disease;

1.1.97.3 was employed to undertake Risk Work at one or more Qualifying Mines during Qualifying Periods between 1 March 1994 and the Effective Date, for a cumulative period of at least 2 (two) years;

1.1.97.4 at the time of being issued with a Certificate of Medical Finding, an Approved ODMWA Certificate or Tuberculosis Certificate:

1.1.97.4.1 was employed at a Qualifying Mine during a Qualifying Period to undertake Risk Work; or

1.1.97.4.2 if his employment was terminated, had undertaken Risk Work at a Qualifying Mine during a Qualifying Period within the immediately preceding twelve calendar month period from the date of issue; and

1.1.97.5 is not one of the persons listed in Schedule D; and

1.1.98 **Tuberculosis Qualifying Disease** means, subject to clause 12.7.11, any of the following degrees of Tuberculosis (and only the following):

1.1.98.1 First Degree Tuberculosis; and

1.1.98.2 Second Degree Tuberculosis

but excludes Tuberculosis where there is also the presence of Silicosis.

1.2 **General Interpretation**

For the purposes of this Trust Deed the following rules of construction shall apply, unless the context requires otherwise:

1.2.1 a reference to any one gender, whether masculine, feminine or neuter, includes the other 2 (two);

1.2.2 any word or expression defined or used in and for the purposes of this Trust Deed shall if expressed in the singular include the plural and *vice versa* and a cognate word or expression shall have a corresponding meaning;

1.2.3 words and expressions defined in the Trust Property Control Act, which are not defined in this Trust Deed, shall have the same meanings in this Trust Deed as those ascribed to them in the Trust Property Control Act;

1.2.4 references to a statute or statutory provision include any sub-ordinate legislation made from time to time under that statute or provision and (unless specifically stated otherwise) references to a statute or statutory provision include that statute or provision as from time to time modified or re-enacted and as interpreted and applied from time to time;

1.2.5 references in this Trust Deed to **clauses** are to clauses of this Trust Deed;

1.2.6 any word and expression defined in any clause shall, unless the application of the word or expression is specifically limited to the clause in question, bear the meaning ascribed to the word or expression throughout this Trust Deed;

1.2.7 references to this Trust Deed or any other deed, document, agreement or instrument shall be construed as a reference to this Trust Deed or that other deed, document, agreement or instrument as amended, varied, novated or substituted from time to time;

1.2.8 the words **including**, **include** or **in particular** followed by specific examples shall be construed by way of example or emphasis only and shall not be construed, nor shall it take effect, as limiting the generality of any preceding words, and the *eiusdem generis* rule is not to be applied in the interpretation of such specific examples or general words;

1.2.9 the words **other** or **otherwise** shall not be construed as being an *eiusdem generis* with any preceding words where a wider construction is possible;

1.2.10 if a definition confers substantive rights or imposes substantive obligations on a Party, such rights and obligations shall be given effect to and are enforceable as substantive provisions of this Trust Deed, notwithstanding that they are contained in that definition;

1.2.11 no rule of construction shall be applied to the disadvantage of a Party to this Trust Deed because that Party was responsible for or participated in the preparation of this Trust Deed or any part of it;

1.2.12 unless otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day; and

1.2.13 where a day prescribed by this Trust Deed falls on a day that is not a Business Day, it shall be deemed to be the first Business Day following that day.

1.3 **Headings and Sub-headings**

All the headings and sub-headings in this Trust Deed are for convenience only and are not to be taken into account for the purpose of interpreting it.

1.4 **Severance**

If any provision of this Trust Deed that is not material to its efficacy as a whole is rendered void, illegal or unenforceable in any respect under any law of any jurisdiction, the validity, legality and enforceability of the remaining provisions are not in any way affected or impaired thereby and the legality, validity and unenforceability of such provision under the law of any other jurisdiction are not in any way affected or impaired.

PART A: THE TRUST

2. **ESTABLISHMENT OF THE TRUST**

2.1 A trust, to be known as the Tshiamiso Trust, is constituted and established on and with effect from the Trust Commencement Date, by means of the donation set out in clause 4 and on the terms and conditions set out in this Trust Deed.

2.2 The Trust shall be administered by the Trustees for the benefit of the Eligible Claimants and in the manner and upon the terms and conditions set out in this Trust Deed. The Trustees shall, subject to the provisions of this Trust Deed and in particular the Trust Object, be entitled to establish such rules and regulations as they deem reasonably necessary or desirable for the proper administration of the Trust and to make such determinations and interpretations and to take such ancillary steps as they deem necessary or desirable.

3. **OBJECT**

The object of the Trust is to give effect to the Settlement Agreement and provide Benefits to Eligible Claimants (being the beneficiaries of the Trust) in the amounts and upon the terms set out in this Trust Deed (**Trust Object**). The activities of the Trust shall be directed at, and the Trust Fund shall be used for the pursuit of, the Trust Object.

4. **DONATION**

The Founders establish the Trust by donating R200 (two hundred Rand) on the Trust Commencement Date to the Trustees in their capacity as such, which donation shall be irrevocable.

PART B: COMPENSATION TO ELIGIBLE CLAIMANTS

5. **BENEFITS AND BENEFIT MODIFIERS**

5.1 The Trust shall pay the Benefits to which Eligible Claimants are entitled, in accordance with their Qualifying Diseases, as determined in terms of Schedule H, and subject to and in accordance with the provisions of clauses 5 to 7 (both inclusive).

5.2 Subject to clause 5.6 (the **Benefit Modifiers**), Eligible Claimants shall be entitled to the following Benefits:

5.2.1 Silicosis Claimants who have been certified as having:

5.2.1.1 Silicosis Class 1: R70 000 (seventy thousand Rand);

5.2.1.2 Silicosis Class 2: R150 000 (one hundred and fifty thousand Rand);

5.2.1.3 Silicosis Class 3: R250 000 (two hundred and fifty thousand Rand);

5.2.2 Dependent Silicosis Claimant Category A (contemplated in clause 1.1.31): R100 000 (one hundred thousand Rand);

5.2.3 Dependent Silicosis Claimant Category B (contemplated in clause 1.1.32): R70 000 (seventy thousand Rand);

5.2.4 Tuberculosis Claimants who have been certified as having:

5.2.4.1 First degree Tuberculosis: R50 000 (fifty thousand Rand);

5.2.4.2 Second degree Tuberculosis: R100 000 (one hundred thousand Rand);

5.2.5 Historical Tuberculosis Claimants who have been certified as having:

5.2.5.1 Tuberculosis (in the absence of a Medical Report from which the degree of Tuberculosis can be determined): R10 000 (ten thousand rand);

5.2.5.2 First degree Tuberculosis: R50 000 (fifty thousand Rand);

5.2.5.3 Second degree Tuberculosis: R100 000 (one hundred thousand Rand);

5.2.6 Dependent Tuberculosis Claimant: R100 000 (one hundred thousand Rand).

5.3 An Eligible Claimant may only receive a Benefit for one Qualifying Disease, subject only to the provisions of clause 6 (which deals with the Special Award), and clause 5.4 (which deals with Dependent Claimants).

5.4 A Dependent Claimant may only receive a Benefit under one (and not more) of the following categories: Dependent Silicosis Claimant Category A; Dependent Silicosis Claimant Category B; or Dependent Tuberculosis Claimant. When referring to a Dependent Claimant in this clause, the reference is limited to a Dependent Claimant claiming a Benefit in his capacity as a Dependent Claimant. If he is also a Settling Claimant, he may also have a claim in his own right as a Settling Claimant, and that claim shall not be prejudiced by any claim he may make as a Dependent Claimant.

5.5 All Benefits are payable in ZAR only and shall not be paid in any other currency.

5.6 **Benefit Modifiers**

5.6.1 As at the date the Eligible Claimant lodges his Lodgement Documents with the Claims Lodgement Officer, to the extent that:

5.6.1.1 a Silicosis Claimant has undertaken Risk Work at a Non-qualifying Mine engaged in gold mining, the Benefit payable to him shall be reduced pro-rata for the time the Silicosis Claimant had undertaken Risk Work at such a Non-qualifying Mine, subject to clause 5.6.1.4;

5.6.1.2 a Tuberculosis Claimant or Historical Tuberculosis Claimant has undertaken Risk Work at a Non-qualifying Mine, the Benefit payable to him shall be reduced pro-rata for the time the Tuberculosis Claimant or Historical Tuberculosis Claimant had undertaken Risk Work at a Non-qualifying Mine, subject to clause 5.6.1.4;

5.6.1.3 an Eligible Claimant (other than a Dependent Claimant) has undertaken Risk Work at a Qualifying Mine but not during a Qualifying Period, the Benefit payable to him shall be reduced pro-rata for the time the Eligible Claimant had undertaken Risk Work at a Qualifying Mine outside a Qualifying Period, subject to clause 5.6.1.4;

5.6.1.4 an Eligible Claimant (other than a Dependent Claimant) has undertaken Risk Work at one or more Qualifying Mines during Qualifying Periods for a cumulative period of 30 (thirty) years, clauses 5.6.1.1, 5.6.1.2 and 5.6.1.3 shall not apply, and the Benefit payable to him shall not be reduced in terms of those clauses; and

5.6.1.5 the Differential of Increased Benefit does not equal zero, the Benefit payable to an Eligible Claimant (other than a Dependent Claimant) shall be reduced by the Differential of Increased Benefit.

5.6.2 In the case of a Dependent Claimant:

5.6.2.1 the provisions of clauses 5.6.1.1 to 5.6.1.5 (both inclusive) shall apply mutatis mutandis, but references to 'Eligible Claimant' shall be construed as a reference to the Deceased Individual, as the context may dictate, and references to 'Silicosis Claimant' in clause 5.6.1.1 shall be construed as a reference to the Deceased Silicosis Individual, and references to 'Tuberculosis Claimant' in clause 5.6.1.2 shall be construed as a reference to the Deceased Tuberculosis Individual; and

5.6.2.2 where there is more than one Dependent Claimant who is Certified as an Eligible Claimant in respect of the same Deceased Individual, the Benefit payable to each Dependent Claimant shall be reduced on a pro rata basis such that the total aggregate Benefits payable to all Dependent Claimants in respect of that Deceased Individual do not exceed the Benefit that would be payable if there was only one Dependent Claimant in respect of that Deceased Individual.

5.6.3 On a monthly basis the Trust Certification Committee shall provide a list to the Agent of all potential Eligible Claimants, to enable the Agent to ascertain whether or not any Benefit Modifiers are applicable to those potential Eligible Claimants. The Agent shall have 90 (ninety) days to furnish any supporting documentation to motivate for Benefit Modification of the listed potential Eligible Claimants.

5.6.4 The period of 90 (ninety) days in clause 5.6.3 is a maximum time period, however the Agent will use its reasonable endeavors to expedite the time it takes to furnish the documents, to the extent possible and practicable in the circumstances.

5.6.5 In determining the Benefit Modifiers contemplated in clauses 5.6.1.1, 5.6.1.2 and 5.6.1.3 (which deal with a pro rata reduction for time worked at Non-qualifying Mines or during periods which were not Qualifying Periods):

5.6.5.1 the Trust Certification Committee shall only modify a Benefit if there is reasonable proof that the Eligible Claimant worked at a Non-Qualifying Mine or during periods which were not Qualifying Periods, and any unallocated period in the Eligible Claimant's work record shall not be presumed to be a period worked at a Non-Qualifying Mine or a period which was not a Qualifying Period; and

5.6.5.2 in the case of a Lodging Claimant who is being Certified on the basis of an Approved ODMWA Certificate or a Tuberculosis Certificate, no Risk Work undertaken after the date

of the Approved ODMWA Certificate or Tuberculosis Certificate shall be taken into account in the calculation of the Benefit Modifier.

5.6.6 In determining the Benefit Modifiers the Trust Certification Committee shall consider all supporting documentation provided to it by the Agent (as contemplated in clause 5.6.3) as well as any other information, documentation and data that is in the possession of the Trust, including industry and government databases which it can readily access.

5.6.7 In determining and applying the Benefit Modifiers the Trust Certification Committee shall first adjust the Benefit payable in terms of clause 6 (Special Award) and clause 7 (inflationary adjustment) if applicable, then apply the Benefit Modifier contemplated in clause 5.6.1.5 (which deals with the Differential of Increased Benefit) if applicable, and lastly apply the Benefit Modifiers contemplated in clauses 5.6.1.1, 5.6.1.2 and 5.6.1.3 (which deal with a pro rata reduction for time worked at Non-qualifying Mines or during periods which were not Qualifying Periods) if applicable.

5.6.8 The Trust Certification Committee shall make its determination of the Benefit Modifiers with respect to potential Eligible Claimants within 30 (thirty days of receiving the supporting documentation referred to in clause 5.6.3 from the Agent.

5.6.9 If a Benefit has not been paid within 3 months after the Trust Certification Committee has made its determination in terms of clause 5.6.8, then the Trust Income accrued on that Benefit from the beginning of the following calendar month until the last day of the calendar month preceding the date such Benefit is paid, shall be paid to the Eligible Claimant in addition to the Benefit.

5.6.10 Notwithstanding any other provision in this Trust Deed, where the effect of the reductions contemplated in clauses 5.6.1 and 5.6.2 is that the total Benefit payable is no more than zero, the Eligible Claimant and Dependent Claimant shall not be entitled to a Benefit.

5.6.11 If the Trust receives from a Company, pursuant to the resolution of any Preserved Claim (as such term is defined in the Settlement Agreement) in terms of clause 8 of the Settlement Agreement, an amount for payment to a Settling Claimant (as defined in the Settlement Agreement) as an Eligible Claimant, then the Trust shall pay such amount to the Eligible Claimant when it pays a Benefit to the Eligible Claimant, or if the Trust Certification Committee has determined that no Benefit is payable to the Eligible Claimant, forthwith after such determination has been made.

6. SPECIAL AWARD

6.1 Notwithstanding anything to the contrary in clause 12.7.11, the Trustees may, in their sole discretion, make a special award (**Special Award**) to any Silicosis Claimant:

6.1.1 who is certified as having Silicosis Class 3;

6.1.2 who was employed to undertake Risk Work for a cumulative period of at least 10 (ten) years at one or more Qualifying Mines during Qualifying Periods;

6.1.3 who is diagnosed by an Accredited Practitioner as having at least one of the following disease processes:

6.1.3.1 progressive massive fibrosis and be aged less than 50 (fifty) years;

6.1.3.2 lung cancer;

6.1.3.3 cor pulmonale; or

6.1.3.4 progressive systemic sclerosis involving the lungs or oesophagus;

6.1.4 whose condition has had a severe impact on his ability to do ordinary work; and

6.1.5 whose condition has had a severe impact on his ability to support his dependents.

6.2 The number of Silicosis Claimants granted Special Awards shall not, over the duration of the Trust, exceed 1% (one percent) of the total number of Silicosis Claimants Certified as having Silicosis Class 3.

6.3 Notwithstanding the provisions of clauses 12.7.11 and 12.12.1.1, the Trustees may in their sole discretion provide a Special Award to a Silicosis Claimant who has already obtained a Benefit as contemplated in clause 5.2.1.3 (the **Retroactive Special Award**), provided that the total amount paid to any Silicosis Claimant (adjusted by CPI, calculated from the date of payment thereof), inclusive of the Retroactive Special Award, shall not entitle any Silicosis Claimant to receive Benefits exceeding R500 000 (five hundred thousand Rand).

6.4 The decision of the Trustees to provide a Special Award or a Retroactive Special Award must be supported by a minimum of 75% (seventy five percent) of the Trustees and the total payment made to any single Silicosis Claimant may not exceed in total, in respect of all Benefits that may be payable by the Trust, R500 000 (five hundred thousand Rand).

7. ADJUSTMENT OF BENEFITS WITH INFLATION

Commencing on the third anniversary of the Payment Date, and on each anniversary of the Payment Date thereafter, the monetary amounts referred to in clauses 5.2 and 6 shall be adjusted by CPI and will be applied for the following Annual Period. This CPI adjustment shall be calculated

from the second anniversary of the Payment Date and be determined with reference to the anniversary of the Payment Date on which the adjustment is being made.

PART C: FUNDING OF TRUST

8. **CONTRIBUTIONS**

8.1 The Founders shall make the following financial contributions to the Trust:

8.1.1 the Start-Up Contribution;

8.1.2 the Trust Administration Contributions;

8.1.3 the Initial Benefit Contribution; and

8.1.4 the Benefit Contributions,

(collectively, the **Contributions**).

8.2 Any Trust Income that accrues to the Trust from the Contributions referred to in clauses 8.1.1 and 8.1.2 may only be used by the Trustees for the purposes set out in clauses 8.3.2 and 8.4.10. Any Trust Income that accrues to the Trust from the Contributions referred to in clauses 8.1.3 and 8.1.4 may only be used by the Trustees for the payment of Benefits. Any Trust Income that accrues to the Trust from any other source shall be used for any purpose which is in furtherance of the Trust Object. The provisions of this clause 8.2 are subject to those of clause 21.

8.3 **The Start-Up Contribution**

8.3.1 Within 5 (five) Business Days of the Trust Commencement Date the Founders shall make a contribution of R5 000 000 (five million Rand) into the Trust Bank Account for the purposes referred to in clause 8.3.2 (**Start-Up Contribution**).

8.3.2 The Start-Up Contribution shall be used by the Trustees in the period between the Trust Commencement Date and the Effective Date (**Interim Period**) exclusively for the establishment of the Trust administration, which may include:

8.3.2.1 establishing the information technology system contemplated in clause 8.4.10, and the maintenance of that system;

8.3.2.2 establishing a fraud protection program, as contemplated in clause 12.12; and

8.3.2.3 collecting and processing information relating to the Class Representatives, and other Claimants whose information the Claimants' Attorneys have readily available and provide to the Trustees.

8.3.3 During the Interim Period the Trustees may not:

8.3.3.1 without the written consent of the Agent (which consent may not be unreasonably withheld or delayed) enter into agreements with third parties for the rendering of services; or

8.3.3.2 make any payments of whatever nature to the Claimants.

8.3.4 Insofar as the full amount of the Start-Up Contribution is not used by the Trustees as at the Effective Date, the balance (together with any Trust Income accrued thereon) shall be off-set against the first Trust Administration Contribution payable in terms of clause 8.4.4.

8.4 **The Trust Administration Contributions**

8.4.1 Each Founder shall make contributions to the Trust into the Trust Bank Account during the period commencing on the Payment Date and terminating on the Termination Date, for the purposes referred to in clause 8.4.10 (**Trust Administration Contributions**).

8.4.2 Notwithstanding anything to the contrary contained elsewhere in this Trust Deed, unless the Agent consents otherwise in writing, the aggregate of all the Trust Administration Contributions and the Start-Up Contribution shall not exceed R845 000 000 (eight hundred and forty five million Rand).

8.4.3 Each of the Founders shall pay the Trust Administration Contribution in 4 (four) equal instalments, with one instalment being contributed every 3 (three) months during the relevant Annual Period, the first of which shall be paid on the first day of that Annual Period and the remainder on the last day of the third, sixth and ninth months thereafter of that Annual Period. The Founders shall pay each installment into the Trust Bank Account.

8.4.4 The aggregate of all the first Trust Administration Contributions payable by each of the Founders during the first Annual Period shall be equal to an amount of R100 000 000 (One Hundred Million Rand), minus the unused Start-Up Contribution balance as contemplated in clause 8.3.4 (**Aggregated Amount**). This amount shall include the costs and expenses reasonably incurred in the establishment of the Trust. Each Founder's first Trust Administration Contribution shall be an amount equal to the Aggregated Amount multiplied by the percentage of liability relating to that Founder contemplated in clause 27.1.1.

8.4.5 With respect to each subsequent Trust Administration Contribution, at least 120 (one hundred and twenty) days prior to the commencement of each Annual Period the Trustees (in consultation with the Financial Consultant) shall develop a financial and operational plan for the upcoming Annual Period (in line with their duties in clause 17.2) and (taking into account the provisions of clauses 8.4.10 and 9) present an indicative budget for the

upcoming Annual Period to the Agent and Claimants' Agent for comment, including:

8.4.5.1 an indicative amount for the Trust Administration Contribution of each Founder for the upcoming Annual Period; and

8.4.5.2 all financial and operational plans, calculations, documents, policies and assumptions, and other relevant material that inform the indicative amounts in clauses 8.4.5.1.

8.4.6 The Trustees shall afford the Founders, the Agent and the Claimants' Agent an opportunity to make such written and, at their discretion, oral representations as any of them wish.

8.4.7 Taking into consideration any comments and representations received, at least 90 (ninety) days prior to the commencement of each Annual Period and applying the principles and procedures in Schedule G, the Trustees (in consultation with the Financial Consultant and applying the provisions of clauses 9 insofar as they are applicable) shall finalise the budget for the upcoming Annual Period, and on that basis:

8.4.7.1 determine the amount of the Trust Administration Contribution for each Founder for that Annual Period; and

8.4.7.2 give written notice (**Trust Administration Payment Notice**) to the Agent and the Claimants' Agent setting out:

8.4.7.2.1 all the amounts referred to in clause 8.4.7.1; and

8.4.7.2.2 the basis on which such amounts were determined in terms of clause 9.3.

8.4.8 Forthwith after receipt by the Agent of the Trust Administration Payment Notice, the Agent shall furnish a copy of the Trust Administration Payment Notice to each of the Founders.

8.4.9 Each of the Founders shall pay to the Trust its Trust Administration Contribution set out in the Trust Administration Payment Notice (as may be amended by the Expert in accordance with the provisions of clause 10) for that Annual Period, in the manner contemplated in clause 8.4.3.

8.4.10 Each Trust Administration Contribution may be used by the Trustees for the payment of:

8.4.10.1 costs and expenses reasonably incurred in the establishment of a database and information technology system for the processing of claims and the payment of Benefits, and the maintenance of that system;

8.4.10.2 the ongoing administration costs and expenses reasonably incurred in the administration and governance of the Trust, including all reasonable expenses incurred by the Trustees with respect to their duties as Trustees with which they are entitled to be reimbursed;

8.4.10.3 costs and expenses reasonably incurred in the establishment of a fraud protection program, as contemplated in clause 12.12, to prevent the payment of Benefits to persons who are not entitled to receive them;

8.4.10.4 the fees payable to the Trustees for acting in their capacity as Trustees, subject to the provisions of clause 14.3.8;

8.4.10.5 the fees payable to the Claimants' Agent for the services to be provided by it, and oversight duties to be discharged by it, in terms of this Trust Deed, subject to the provisions of clause 32.10;

8.4.10.6 the fees payable to the Financial Consultant for the services to be provided by it in terms of this Trust Deed;

8.4.10.7 the reasonable costs of third party service providers, including legal, medical and financial advisors and experts appointed by the Trustees to process and evaluate claims made for Benefits;

8.4.10.8 the reasonable costs of providing notice to Claimants, locating and medically examining potential Eligible Claimants; and

8.4.10.9 such other matters as the Agent may agree in writing,

provided always that the Trust Administration Contributions may be used only for the pursuit of the Trust Object.

8.4.11 Each Founder may at any time make accelerated or advance payments in relation to its Trust Administration Contribution.

8.4.12 Insofar as the full amount of any Trust Administration Contribution is not used by the Trustees during the Annual Period in respect of which it will have been paid, the balance (together with any Trust Income accrued thereon) shall be treated as a payment made on account of the Trust Administration Contribution payable in respect of the subsequent Annual Period.

8.5 **The Initial Benefit Contribution**

8.5.1 Each Founder shall make an initial contribution to the Trust to enable the Trustees to settle Benefits in the first 2 (two) years of the Trust (**Initial Benefit Contribution**). The aggregate of all the Initial Benefit Contributions shall be equal to an amount of R1 420 000 000 (One Billion Four Hundred and Twenty Million Rand) (**Aggregated Initial Benefit Amount**). Each Founder's Initial Benefit Contribution shall be an amount equal to the Aggregated Initial Benefit Amount multiplied by the percentage of liability relating to that Founder contemplated in clause 27.1.1.

8.5.2 Each of the Founders shall pay its Initial Benefit Contribution in 8 (eight) equal instalments every 3 (three) months, the first of which will be paid on the Payment Date and the remainder on the last day of the third, sixth, ninth, twelfth, fifteenth, eighteenth and twenty-first months thereafter. The Founders shall pay each installment into the Trust Bank Account.

8.5.3 Each Founder may at any time make accelerated or advance payments in relation to its Initial Benefit Contribution instalments.

8.5.4 Insofar as the full amount of the Initial Benefit Contribution is not used by the Trustees by the time the Annual Contribution Period commences, the balance (together with any Trust Income accrued thereon) shall be treated as a payment made on account of the Benefit Contributions payable during the Annual Contribution Period.

8.5.5 Insofar as the Initial Benefit Contribution is depleted before the Annual Contribution Period commences, and there are outstanding Benefits due to Eligible Claimants that therefore cannot be paid until the Annual Contribution Period commences, the Trustees may give written notice (**Initial Benefit Contribution Shortfall Notice**) to the Agent requesting an amount of not more than R50 000 000 (fifty million Rand), and setting out the basis on which such an amount was determined.

8.5.6 Forthwith after receipt by the Agent of the Initial Benefit Contribution Shortfall Notice, the Agent shall furnish a copy of such notice to each of the Founders.

8.5.7 Each of the Founders shall pay to the Trust an amount equal to the amount set out in the Initial Benefit Contribution Shortfall Notice multiplied by the percentage of liability relating to that Founder contemplated in clause 27.1.1.

8.5.8 Insofar as the full amount of the monetary amount referred to in clause 8.5.7 is not used by the Trustees by the time the Annual Contribution Period commences, the balance (together with any Trust Income accrued thereon) shall be treated as a payment made on account of the Benefit Contributions payable during the Annual Contribution Period.

8.6 **The Benefit Contributions**

8.6.1 Each of the Founders shall make annual contributions to the Trust during the Annual Contribution Period to enable the Trustees to settle Benefits (**Benefit Contributions**).

8.6.2 At least 120 (one hundred and twenty) days prior to the commencement of each Annual Period during the Annual Contribution Period the Trustees (in consultation with the Financial Consultant) shall develop a financial plan for each upcoming Annual Period during the Annual Contribution Period (in line with their duties in clause 17.2) and (taking into account the provisions of clause 9) present an indicative budget for the upcoming Annual Period to

the Agent and Claimants' Agent for comment, including:

8.6.2.1 an indicative amount for the Benefit Contribution of each Founder for the upcoming Annual Period; and

8.6.2.2 all financial and operational plans, calculations, documents, policies and assumptions, and other relevant material that inform the indicative amounts in clauses 8.6.2.1.

8.6.3 The Trustees shall afford the Founders, the Agent and the Claimants' Agent an opportunity to make such written and, at their discretion, oral representations as any of them wish.

8.6.4 Taking into consideration any comments and representations received, at least 90 (ninety) days prior to the commencement of each Annual Period during the Annual Contribution Period and applying the principles and procedures in Schedule G, the Trustees (in consultation with the Financial Consultant and applying the provisions of clauses 9 insofar as they are applicable) shall finalise the budget for each upcoming Annual Period, and on that basis:

8.6.4.1 determine the amount of the Benefit Contribution for each Founder for that Annual Period; and

8.6.4.2 give written notice (**Benefit Contribution Payment Notice**) to the Agent and the Claimants' Agent setting out:

8.6.4.2.1 all the amounts referred to in clause 8.6.4.1; and

8.6.4.2.2 the basis on which such amounts were determined in terms of clause 9.3.

8.6.5 Forthwith after receipt by the Agent of the Benefit Contribution Payment Notice, the Agent shall furnish a copy of such notice to each of the Founders.

8.6.6 Each of the Founders shall pay to the Trust its Benefit Contribution set out in the Benefit Contribution Payment Notice (as may be amended by the Expert in accordance with the provisions of clause 10) for that Annual Period.

8.6.7 Each of the Founders shall contribute its Benefit Contribution in 4 (four) equal instalments every 3 (three) months during the relevant Annual Period, the first of which shall be paid on the first day of the relevant Annual Period and the remainder on the last day of the third, sixth and ninth months thereafter of the relevant Annual Period. The Founders shall pay each installment into the Trust Bank Account.

8.6.8 Each Founder may at any time make accelerated or advance payments in relation to its Benefit Contribution.

8.6.9 Insofar as the full amount of any Benefit Contribution is not used by the Trustees during the Annual Period in respect of which it will have been paid, the balance (together with any Trust Income accrued thereon) shall be treated as a payment made on account of the Benefit Contribution payable in respect of the subsequent Annual Period (unless the Agent directs otherwise).

8.6.10 Insofar as the Benefit Contribution is depleted before the termination of the Annual Period in respect of which it was paid, and there are outstanding Benefits due to Eligible Claimants that therefore cannot be paid within that Annual Period, the Trustees may in their discretion give written notice (**Benefit Contribution Shortfall Notice**) to the Agent requesting an amount of not more than R50 000 000 (fifty million Rand) in any one Annual Period, and setting out the basis on which such an amount was determined.

8.6.11 Forthwith after receipt by the Agent of the Benefit Contribution Shortfall Notice, the Agent shall furnish a copy of such notice to each of the Founders.

8.6.12 Each of the Founders shall pay to the Trust an amount equal to the amount set out in the Benefit Contribution Shortfall Notice multiplied by the percentage of liability relating to that Founder for the Annual Period in respect of which the Benefit Contribution was depleted, as contemplated in clause 27.1.2.

8.6.13 Insofar as the full amount of the monetary amount referred to in clause 8.6.12 is not used by the Trustees during the Annual Period in respect of which it will have been paid, the balance (together with any Trust Income accrued thereon) shall be treated as a payment made on account of the Benefit Contribution payable in respect of the subsequent Annual Period.

9. THE FINANCIAL CONSULTANT

9.1 The Trustees shall procure that throughout the subsistence of the Trust a third party Financial Consultant, which has suitable experience and expertise, is appointed for the Trust for the purposes of clauses 8.4 and 8.6.

9.2 The Trustees may from time to time appoint a replacement Financial Consultant with the written approval of the Agent and the Claimants' Agent (which approval may not be unreasonably withheld or delayed, and which approval will be deemed to have been given if it is unreasonably withheld or delayed).

9.3 The Financial Consultant, acting under the direction of the Trustees, shall appoint one or more qualified and sufficiently experienced actuaries to assist the Trustees in making any determination referred to in clauses 8.4 and 8.6, and the Trustees (in consultation with the Financial Consultant and the actuaries) shall, in making such determinations, apply the principles and procedures contained in Schedule G hereto, including the following:

9.3.1 internationally recognised actuarial and financial principles, taking into account the provisions of this Trust Deed;

9.3.2 the number of claims made by potential Eligible Claimants, commencing from the Payment Date to the date of the determinations referred to in clauses 8.4 and 8.6;

9.3.3 the Benefits due and/or paid to Eligible Claimants, commencing from the Payment Date to the date of the determinations referred to in clauses 8.4 and 8.6;

9.3.4 any unutilised previous Contributions and Trust Income;

9.3.5 any advance Contributions paid by the Founders;

9.3.6 the expected claims for the next Annual Period based on past claims experience and claimant locating projects, planned claimant locating projects, and previous estimates based on available industry data;

9.3.7 the provisions of this Trust Deed; and

9.3.8 any other relevant factor which the Financial Consultant and the Trustees in their discretion (acting reasonably) deem appropriate.

9.4 The Financial Consultant, acting under the direction of the Trustees, may call upon any professional advisors of the Trust, including the Auditors or any of their predecessors, for such documents and information as the Financial Consultant may reasonably require for the purposes of the determinations referred to in clauses 8.4 and 8.6.

9.5 For the avoidance of doubt, the Trustees are responsible for the obligations of the Trust and those obligations cannot be abrogated to the Financial Consultant.

10. DISPUTES

10.1 The Agent, the Claimants' Agent and/or each Founder (**Disputing Party**) may dispute any determination of the Trustees (in consultation with the Financial Consultant) referred to in clauses 8.4 and 8.6 in respect of an Annual Period, on the grounds that the Trust Administration Contribution and/or the Benefit Contribution and/or any portion of either of them is excessive, unattainable, not commercially reasonable, not done in good faith, or is not in accordance with the provisions of this Trust Deed (including those of Schedule G). The Disputing Party shall notify the Trustees and the Agent (if it is not the Disputing Party) and the Claimants' Agent (if it is not the Disputing Party) thereof in writing (**Referral Notice**), setting out the grounds on which it disputes the determination, within 10 (ten) Business Days after receipt of such determination from the Trustees, after which the matter will be referred to the Expert to make such a determination.

10.2 If the Disputing Party has not delivered a Referral Notice as contemplated in clause 10.1, the Parties will be deemed to have accepted the Trustees' determination referred to in clauses 8.4 and 8.6 and such determination shall be final and binding upon the Parties.

10.3 If the Disputing Party has delivered a Referral Notice as contemplated in clause 10.1, the Expert shall act on the following basis:

10.3.1 the Expert is to make a decision on the dispute and notify the Parties and the Claimants' Agent of its decision within 15 (fifteen) Business Days of receiving the Referral Notice or such longer reasonable period as the Expert may determine, but not exceeding 30 (thirty) Business Days;

10.3.2 the Expert shall fully set out the reasons for his decision in writing;

10.3.3 the Expert shall act as an expert and not as an arbitrator and its decision shall (save for any manifest error or fraud) be final and binding on the Parties;

10.3.4 the Expert shall permit the Parties to make representations with regard to the determination and the dispute;

10.3.5 the Parties and the Claimants' Agent shall each provide the Expert with all information relating to the matter which the Expert reasonably requires and the Expert shall be entitled (to the extent it considers appropriate) to base its determination on such information;

10.3.6 the Expert shall determine the matters in dispute having regard to the aforegoing provisions of this clause 10 (and Schedule G);

10.3.7 except to the extent that the Agent, the Claimants' Agent and the Trustees agree otherwise, the Expert shall determine its own procedures; and

10.3.8 the Expert may determine the responsibility for meeting its costs and, in the absence of doing so, the costs of the Expert shall be borne and paid by the Founders.

PART D: LOCATING CLAIMANTS, CLAIMS PROCESS AND REVIEW MECHANISM

11. LOCATING SETTLING CLAIMANTS (INCLUDING DEPENDENT CLAIMANTS)

11.1 It is the intention of the Founders, the Trustees and the Claimants' Attorneys for all Eligible Claimants to be evaluated and paid Benefits due to them in terms of this Trust Deed. Therefore, the Trustees shall use their reasonable endeavours during the period commencing on the Effective Date and terminating on the 10th (tenth) anniversary of the Effective Date (but not beyond that period unless the Agent agrees):

11.1.1 to locate as many of the Settling Claimants (including Dependent Claimants) as is possible in order to ensure that, if it appears they may qualify for Certification, they are assisted in lodging a claim in terms of this Trust Deed and are medically examined;

11.1.2 to obtain a list of the following information (or as much of it as is possible) in respect of each of the Settling Claimants (including Dependent Claimants) identified by the Claimants' Attorneys during the Class Action Litigation:

11.1.2.1 names;

11.1.2.2 identity numbers;

11.1.2.3 employment numbers; and

11.1.2.4 labour history/ Service Record;

11.1.3 within 3 (three) calendar months of receipt of the list referred to in clause 11.1.2, to complete a search of the employment records of the Founders (which shall co-operate with the Trustees) to identify as many persons as reasonably possible who had undertaken Risk Work on Qualifying Mines during Qualifying Periods in order to ensure that, if it appears they may qualify for Certification, they are assisted in lodging a claim in terms of this Trust Deed. The period of 3 (three) calendar months in this clause is a maximum time period, however the Trustees will use their reasonable endeavors to expedite the time it takes to complete the search of the records, to the extent possible and practicable in the circumstances;

11.1.4 to create a database and information technology system containing any and all the information received from the Claimant's Attorneys and the Agent referred to in clause 11.1.2 and 11.1.3; and

11.1.5 to appoint suitably qualified third party service providers to assist with locating the Settling Claimants (including Dependent Claimants).

11.2 The Trustees (or persons authorised by them for that purpose) may, during the process set out in clause 11.1, collect and process personally identifiable information from the Settling Claimants (including Dependent Claimants), which may include biometric data.

11.3 The Trustees shall ensure, to the extent that is practical in the circumstances, to co-ordinate the Trust's efforts to locate Settling Claimants (including Dependent Claimants) with existing systems, processes, personnel and infrastructure that may be established for a similar purpose under ODMWA or COIDA, so as to avoid unnecessary duplication wherever practical.

12. CLAIMS PROCESS

12.1 The Trustees shall use their reasonable endeavours to give effect to the Trust Object and procure that appropriate processes, systems, facilities and procedures are established and appropriate personnel are employed (or third party service providers are appointed) to accomplish the Trust Object, including giving effect to the provisions of clause 11 and the ensuing provisions of this clause 12.

12.2 **Overview of claims process**

12.2.1 Lodging Claimants must lodge claims with a Claims Lodgement Officer.

12.2.2 If the Claims Lodgement Officer is satisfied that the required Lodgement Documents have been furnished by the Lodging Claimant, it shall:

12.2.2.1 subject to clause 12.2.4, refer the Lodging Claimant (unless he falls within the provisions of clauses 12.2.2.2, 12.2.2.3, 12.2.2.4, 12.2.2.5, and 12.2.2.6.1) to an Accredited Practitioner for a medical examination;

12.2.2.2 if a Lodging Claimant (other than a Lodging Historical Tuberculosis Claimant) already has a Medical Report, submit the Medical Report together with the Lodgement Documents to the Medical Certification Panel;

12.2.2.3 if a Lodging Historical Tuberculosis Claimant has a Medical Report submit the Medical Report, together with the Lodgement Documents and a Tuberculosis Certificate, to the Medical Certification Panel;

12.2.2.4 if a Lodging Historical Tuberculosis Claimant has a Tuberculosis Certificate, but does not have a Medical Report, submit the Tuberculosis Certificate together with the Lodgement Documents to the Trust Certification Committee;

12.2.2.5 if a Lodging Claimant has an Approved ODMWA Certificate that was issued after the Effective Date, submit the Approved ODMWA Certificate together with the Lodgement Documents to the Trust Certification Committee; or

12.2.2.6 if a Lodging Claimant has an Approved ODMWA Certificate that was issued before the Effective Date, give the Lodging Claimant the election, and comply with his instruction, either to:

12.2.2.6.1 submit the Approved ODMWA Certificate together with the Lodgement Documents to the Trust Certification Committee; or

12.2.2.6.2 subject to clause 12.2.4, be referred to an Accredited Practitioner for a medical examination. In conjunction with the medical examination, the Accredited

Practitioner may review the Approved ODMWA Certificate before issuing a Medical Report. The Approved ODMWA Certificate will be disregarded for all further processes set out in this clause 12.2 and will be superseded by the Medical Report that will be issued. In relation to a Tuberculosis Claimant, the medical examination for the purposes of this clause 12.2.2.6.2 shall be limited to a lung function test.

12.2.3 If it is clear from the face of the Lodgement Documents that a Lodging Claimant would not under any circumstances be (or become able to be) Certified as an Eligible Claimant, the Claims Lodgement Officer will create an internal record of ineligibility, and shall not process the claim further. The Claims Lodgement Officer shall issue a Notice of Ineligibility to the Lodging Claimant stating the reasons why in its assessment the Lodging Claimant would not be able to be (or become able to be) Certified.

12.2.4 If the Claims Lodgement Officer is satisfied that the Lodging Settling Claimant or Contended Deceased Individual has, or had, undertaken Risk Work at a Qualifying Mine for a period of 5 (five) years, then the costs associated with the medical examination shall be borne by the Trust. If the Lodging Claimant does not satisfy the Claims Lodgement Officer that the Lodging Settling Claimant or Contended Deceased Individual has, or had, undertaken Risk Work at a Qualifying Mine for a period of 5 (five) years, then the costs associated with the medical examination shall be borne by the Lodging Claimant and not by the Trust. If the Lodging Claimant is subsequently Certified as an Eligible Claimant on the basis of a medical examination of which he bore the costs, the Payment Administrator shall reimburse the Eligible Claimant with the reasonable costs incurred by the Eligible Claimant for his medical examination when he is paid his Benefit (or when he would have been paid his Benefit but for the Benefit Modifiers).

12.2.5 In the case of clause 12.2.2.1 and clause 12.2.2.6.2, the Accredited Practitioner shall medically examine a Lodging Settling Claimant and issue a Medical Report.

12.2.6 The Accredited Practitioner may provide medical advice to the Lodging Settling Claimant consistent with his ethical obligations, however this shall be for the account of the Lodging Settling Claimant.

12.2.7 The Accredited Practitioner may, in appropriate cases, refer a Lodging Settling Claimant for medical treatment, instruct the Lodging Settling Claimant to return for further medical examinations by the Accredited Practitioner upon completion of the medical treatment program, and only thereupon issue a Medical Report. Any medical treatment provided shall be for the account of the Lodging Settling Claimant.

12.2.8 In the case of clause 12.2.2.1 and clause 12.2.2.6.2, the Accredited Practitioner (with the assistance of the Claims Lodgement Officer) shall submit the Medical Report together with the Lodgement Documents to the Medical Certification Panel.

12.2.9 The Medical Certification Panel shall review the Medical Report and issue a Certificate of Medical Finding.

12.2.10 Unless the Certificate of Medical Finding concludes that a Lodging Settling Claimant or Contended Deceased Individual is Medically Ineligible, the Medical Certification Panel (or appointed administrative personnel) shall submit the Certificate of Medical Finding together with the Lodgement Documents to the Trust Certification Committee.

12.2.11 The Trust Certification Committee shall Certify the Lodging Claimant.

12.2.12 Unless the Certification concludes that the Lodging Claimant is not entitled to Benefits, the Trust Certification Committee shall submit the Certification to the Payment Administrator to facilitate payment of the Benefit.

12.3 For the purposes of the claims process set out in clause 12.2, the Trustees shall ensure, to the extent that is practical in the circumstances, to co-ordinate with, and utilise, the existing systems, processes, personnel and infrastructure that may be established for similar purposes and functions under ODMWA or COIDA, so as to avoid unnecessary duplication wherever practical.

12.4 The Claims Lodgement Officer, Trust Certification Committee, and Payment Administrator merely represent distinct functions and duties of the Trust, and do not necessarily represent separate personnel. More than one of these functions and duties may be performed by the same employees and personnel, as the Trustees shall direct.

12.5 **Claims Lodgement Officer**

12.5.1 The Trustees shall appoint adequate and duly qualified personnel who will, under the direction and oversight of the Trustees, administer the processing of claims as set out in this clause 12.5.

12.5.2 The Claims Lodgement Officers shall accept claims lodged by Lodging Claimants, and assist them with the claims process.

12.5.3 In order to process a claim, the Claims Lodgement Officer must satisfy itself that a Lodging Claimant has substantially furnished the Lodgement Documents.

12.5.4 If the Claims Lodgement Officer is not satisfied that a Lodging Claimant has substantially furnished the Lodgement Documents or other documents necessary to substantiate his claim, he shall inform the Lodging Claimant which documents are outstanding and, where

appropriate at his discretion, assist the Lodging Claimant with obtaining such documentation.

12.5.5 Form of Release

The Claims Lodgement Officer shall procure that a Lodging Claimant signs a Form of Release, confirming that he:

12.5.5.1 acknowledges that he is bound by the settlement contemplated in the Settlement Agreement and further confirming, for good measure, that he shall have no claim against the Trust, its employees and third party contractors, or the Trustees, save as expressly set out in this Trust Deed;

12.5.5.2 shall have no claim or recourse of whatsoever nature against any of the Companies, Agent, Claimants' Attorneys, Claimants' Agent or Class Representatives arising from the terms of this Trust Deed or any failure by the Trustees to comply with the terms of this Trust Deed or to conduct the affairs of the Trust in the manner required of them;

12.5.5.3 understands and agrees that the Trust and its nominees may be required to collect and process personally identifiable information, including special personal information (as defined in the Protection of Personal Information Act, 2013), about him, for the purpose of, inter alia, processing claims in terms of this Trust Deed, and that personal information may, from time to time, be shared with certain persons in terms of this Trust Deed (including between the Parties and their Affiliates), and such information may in appropriate circumstances reside outside of South Africa, and he agrees that the Trustees and their nominees shall be entitled to transfer his personal information to such locations outside of South Africa, and use his personal information in such locations as described above;

12.5.5.4 understands and agrees that the Trustees and their nominees may be required to use, disclose to and collect from industry databases, credit bureaus and other databases, including the databases of the Medical Bureau for Occupational Diseases (MBOD), the Compensation Commission for Occupational Diseases (CCOD), previous employers and/or pension or provident funds, personally identifiable information about him (including, without limitation, medical information and other special personal information, as defined in the Protection of Personal Information Act, 2013), and disclose that information to the Parties, and he authorises any person whom the Trustees or their nominees contact in this regard to provide such information to them; and

12.5.5.5 understands and agrees that the Trustees and their nominees may be required to compile and disclose to any party to the Class Action Litigation his personal contact

details which may be required pursuant to an order of court or for discovery in such proceedings.

12.5.6 The Claims Lodgement Officer may collect and process personally identifiable information from the Lodging Claimant, which may include biometric data.

12.5.7 When the Claims Lodgement Officer has collected the Lodgement Documents it shall progress the claim, and/or issue a Notice of Ineligibility, and/or further assist the Lodging Claimant, as set out in clause 12.2.2.

12.6 **Accredited Practitioners**

12.6.1 Registry of Accredited Practitioners

12.6.1.1 The Trustees shall compile (and update from time to time) a registry of approved medical facilities, bodies and practitioners. Such practitioners (and practitioners employed by, or members of, such facilities and bodies) shall be authorised to perform medical testing (including post-mortem examinations, and the removal of internal organs for pathological examination at other approved facilities, where applicable) and issue Medical Reports to Lodging Settling Claimants and, with respect to Contended Deceased Individuals, to Lodging Dependent Claimants.

12.6.1.2 The medical facilities, bodies and practitioners in clause 12.6.1.1 may be approved for certain medical examinations and/or procedures but not others, and where this is the case, this shall be noted in the registry.

12.6.2 Medical Examination Facilities

12.6.2.1 In consultation with the Medical Advisory Panel, where applicable, and any relevant third party service provider, the Trustees shall establish and maintain medical examination facilities, including the appointment of suitably qualified administrative and medical personnel with experience in the examination of occupational lung diseases, to perform reliable medical examinations (including post-mortem examinations where applicable) and issue Medical Reports to Lodging Settling Claimants and, with respect to Contended Deceased Individuals, to Lodging Dependent Claimants.

12.6.2.2 The facilities referred to in clause 12.6.2.1 shall be entered into the registry of Accredited Practitioners referred to in clause 12.6.1.

12.6.3 Medical Report

12.6.3.1 The Accredited Practitioner shall medically examine Lodging Settling Claimants, and conduct post-mortem examinations (and ancillary procedures) on Contended

Deceased Individuals and Lodging Settling Claimants who have died, having regard to the medical examinations and standards determined by the Trustees and as contemplated in Schedule H.

12.6.3.2 The Accredited Practitioner shall prepare and issue to the Lodging Claimant and to the Claims Lodgement Officer (where applicable) a full medical report (complying with the standards determined by the Trustees and as contemplated in Schedule H hereto) on the results of the examinations undertaken by him, including (where applicable):

12.6.3.2.1 the x-rays and other diagnostic images; and

12.6.3.2.2 the results of lung function tests.

12.7 **Medical Certification Panel**

12.7.1 In consultation with the Medical Advisory Panel (where applicable), the Trustees shall appoint a panel of at least 2 (two) and at most 3 (three) qualified medical practitioners (**Panellists**) who have experience in the evaluation of respiratory impairment and occupational lung diseases.

12.7.2 The Trustees may appoint more than one such panel, and each panel shall be a Medical Certification Panel, with the powers and duties set out below.

12.7.3 The Medical Certification Panel shall:

12.7.3.1 subject to clause 12.7.6, consider Medical Reports submitted to it;

12.7.3.2 apply the principles for determining diagnoses contained in Schedule H hereto; and

12.7.3.3 on the basis of clauses 12.7.3.1, 12.7.3.2 and 12.7.5, issue Certificates of Medical Finding.

12.7.4 During the course of carrying out its duties in clause 12.7.3, the Medical Certification Panel may note the details of Lodging Claimants who exhibit symptoms that would make such Lodging Claimants potentially eligible for the Special Award in terms of clause 6, and bring such cases to the attention of the Trustees in due course.

12.7.5 For the purposes of the determination in the Certificate of Medical Finding, the determination shall require, and be on the basis of, the concurring diagnosis of at least 2 (two) Panellists.

12.7.6 If the Medical Certification Panel finds that a purported Medical Report submitted to it is incomplete or otherwise substantially falls short of the standards set out for Medical Reports in Schedule H hereto, the Medical Certification Panel shall communicate this finding to the Claims Lodgement Officer who is handling the claim of the Lodging Claimant to which the

purported Medical Report pertains. Where necessary, the Claims Lodgement Officer shall communicate with the Lodging Claimant that he should undergo a new medical examination (where applicable) by another Accredited Practitioner and be issued with a new Medical Report that will replace the purported Medical Report, and he shall then follow the claims process in this Trust Deed from the stage of being issued a Medical Report.

12.7.7 With respect to a Medical Report pertaining to a Contended Deceased Individual or a Lodging Historical Tuberculosis Claimant, where the Medical Report was not prepared by an Accredited Practitioner, the Medical Certification Panel may consider it or disqualify it on reasonable grounds, and elect not to rely on it in making its determination in the Certificate of Medical Finding.

12.7.8 If the determination of the Certificate of Medical Finding is that the Lodging Settling Claimant or Contended Deceased Individual is Medically Ineligible, the Medical Certification Panel (or administrative personnel that the Trustees shall appoint for that purpose) shall issue the Certificate of Medical Finding to the Claims Lodgement Officer which shall communicate the determination to the Lodging Claimant.

12.7.9 If the determination of the Certificates of Medical Finding is that the Lodging Settling Claimant or Contended Deceased Individual has or had a Qualifying Disease, the Medical Certification Panel (or administrative personnel that the Trustees shall appoint for that purpose) shall issue the Certificate of Medical Finding to the Trust Certification Committee.

12.7.10 Where a Lodging Settling Claimant or Contended Deceased Individual has or had Tuberculosis in the presence of Silicosis, the Medical Certification Panel shall make its determination on the same basis as it makes its determination with regard to a Lodging Settling Claimant or Contended Deceased Individual who only has Silicosis. The presence of Tuberculosis shall not affect the determination.

12.7.11 Non-progression

12.7.11.1 If a Certificate of Medical Finding reflects that a Lodging Settling Claimant or Contended Deceased Individual has or had a Qualifying Disease, the Lodging Settling Claimant or the Lodging Dependent Claimant (in respect of the Contended Deceased Individual) shall:

12.7.11.1.1 subject to clause 12.15.5, not be entitled to any additional Certificate of Medical Finding in relation to his disease; and

12.7.11.1.2 be regarded as having, or having had, the particular Qualifying Disease so certified, even if his condition deteriorates or improves thereafter or he would have been certified as having a different Qualifying Disease had his examination been

completed at a later stage or another Medical Report been submitted to the Medical Certification Panel.

12.7.11.2 If a Certificate of Medical Finding reflects that a Contended Deceased Individual was Medically Ineligible, the Contended Deceased Individual will be regarded as not having had a Qualifying Disease even if a different Medical Report will be, or could have been, submitted to the Medical Certification Panel indicating a different diagnosis.

12.7.11.3 Should the Medical Report or Certificate of Medical Finding reflect that a Lodging Settling Claimant is Medically Ineligible, he may lodge 1 (one) (and only one) further claim and be entitled to an additional Certificate of Medical Finding on the basis of a further Medical Report. The costs associated with such further Medical Report shall be borne by the Lodging Settling Claimant. If the Lodging Settling Claimant is subsequently Certified as an Eligible Claimant on the basis of a medical examination of which he bore the costs, the Payment Administrator shall reimburse the Eligible Claimant with the reasonable costs incurred by the Eligible Claimant for his medical examination when he is paid his Benefit (or when he would have been paid his Benefit but for the Benefit Modifiers). The Certificate of Medical Finding shall clearly inform the Lodging Settling Claimant of these rights under the Trust.

12.8 **Trust Certification Committee**

12.8.1 The Trustees shall appoint adequate and duly qualified personnel who will, under the direction and oversight of the Trustees, Certify the Settling Claimants and Dependent Claimants as set out in this clause 12.8.

12.8.2 The Trust Certification Committee shall, for the duration of the Qualifying Claims Period:

12.8.2.1 Process claims submitted to it from the Claims Lodgement Officer and/or Medical Certification Panel, consisting of applications from:

12.8.2.1.1 Lodging Settling Claimants; and

12.8.2.1.2 Lodging Dependent Claimants in respect of Contended Deceased Individuals.

12.8.2.2 With regard to the persons in clause 12.8.2.1.2:

12.8.2.2.1 when furnished with an Approved ODMWA Certificate, and not furnished with a Certificate of Medical Finding, determine the Qualifying Disease, if any, which corresponds to the degree of compensatable disease in terms of ODMWA (as at the date the Approved ODMWA Certificate was issued) in accordance with Schedule H, as applicable;

12.8.2.2.2 determine whether or not the Contended Deceased Individual complies with the definitional elements of a Deceased Individual;

12.8.2.2.3 determine whether or not the Lodging Dependent Claimant complies with the definitional elements of a Dependent Claimant; and

12.8.2.2.4 maintain an appropriate database of the details of the Dependent Claimant for each Deceased Individual, in order to ensure that no further persons will qualify as the Dependent Claimant for the same Deceased Individual.

12.8.2.3 With regard to Lodging Claimants:

12.8.2.3.1 when furnished with an Approved ODMWA Certificate, and not furnished with a Certificate of Medical Finding, determine the Qualifying Disease, if any, which corresponds to the degree of compensatable disease in terms of ODMWA (as at the date the Approved ODMWA Certificate was issued) in accordance with Schedule H, as applicable; and

12.8.2.3.2 issue a Certification to each Lodging Claimant after:

12.8.2.3.2.1 determining compliance (or non-compliance) with the definitional elements of each type of Eligible Claimant; and

12.8.2.3.2.2 determining the Benefits, if any, that the Eligible Claimant is entitled to claim from the Trust;

12.8.2.3.2.3 in relation to a Lodging Dependent Claimant, determining that no Benefits have already been paid to any person for the same Deceased Individual; and

12.8.2.3.2.4 in relation to Lodging Claimants, determining that no Benefits have already been paid to the Lodging Claimant (claiming in his own right as a Settling Claimant, as opposed to in his capacity as a Dependent Claimant where he is both a Settling Claimant and a Dependent Claimant).

12.8.2.4 When furnished with documentation which would support a Certification of the Lodging Settling Claimant or Lodging Dependent Claimant (claiming in his capacity as a Dependent Claimant as opposed to in his own right as a Settling Claimant) as more than one category of Eligible Claimant, the Trust Certification Committee shall Certify the Lodging Claimant as the category of Eligible Claimant which would entitle him to the greatest amount of Benefit. No Lodging Settling Claimant or Lodging Dependent Claimant (claiming in his capacity as a Dependent Claimant as opposed to in his own right as a Settling Claimant) may be Certified as more than one category of Eligible Claimant.

12.8.2.5 Submit the Certification to the Payment Administrator if an Eligible Claimant is Certified as being entitled to receive a Benefit.

12.8.2.6 Issue a Notice of Ineligibility to a Lodging Claimant if it determines that the Lodging Claimant does not comply with the definitional elements of an Eligible Claimant, stating the reasons why the Lodging Claimant has been determined not to be an Eligible Claimant.

12.8.2.7 On the instruction of the Trustees (or persons appointed by them for this purpose) issue a Certification that an Eligible Claimant is entitled to a Special Award, as set out in clause 6, and the amount of the Benefit he is entitled to, and submit the Certification to the Payment Administrator.

12.8.3 Notwithstanding clause 1.1.12, no determination by the Trust Certification Committee shall be considered to be a Certification for the purposes of this Trust Deed unless and until the Lodging Claimant has duly signed the Form of Release.

12.8.4 For the subsistence of the Trust the Trust Certification Committee shall collect all the signed Forms of Release from the Claims Lodgement Officers, and store the Forms of Release in an appropriately secure and accessible place and form.

12.9 **Payment Administrator**

The Trustees shall appoint adequate and duly qualified personnel who will, under the direction and oversight of the Trustees:

12.9.1 ensure that each Eligible Claimant has been identified with reasonable certainty, based on (but without limitation to) his: name, identity number or passport number and copy of ID book or passport and employment number (if available);

12.9.2 in the case of an Eligible Claimant who was Certified on the basis of a medical examination of which he bore the costs, determine the reasonable costs incurred by the Eligible Claimant for his medical examination, and reimburse the Eligible Claimant with such costs, in terms of clause 12.2.4;

12.9.3 process payments of Benefits to the bank accounts held in the name of the Eligible Claimants who have been Certified (which accounts must be operational and no closure of such accounts should be in process), in accordance with the amounts of the Benefit set out in the Certification; and

12.9.4 maintain detailed accounts of payments of Benefits.

12.10 **Adequate resources, systems and staff**

12.10.1 The Trustees shall establish and maintain the necessary systems and processes, including information technology systems, to enable the Claims Lodgement Officers, Trust Certification Committee and Payment Administrator to discharge their duties in terms of this Trust Deed.

12.10.2 The Trustees may appoint appropriate third party service providers to advise them on, assist them with, and/or undertake, among other things, the establishment and operation of systems and procedures (including information technology systems and protocols) for processing claims, Certification, payment of Benefits to Eligible Claimants and fraud prevention.

12.10.3 The Trustees may increase or decrease the number of persons which constitute the Claims Lodgement Officers, Trust Certification Committee and Payment Administrator, and/or replace them from time to time, having regard to their capacity requirements.

12.10.4 The same employees of the Trust and appointed personnel described in clauses 11, 12.5, 12.8, and 12.9 may perform the functions and duties under each of these clauses, as the Trustees shall direct.

12.11 **Financial Literacy Programme**

The Trustees shall, where reasonable and practicable, establish a financial literacy programme which shall ensure that Claimants who receive benefits from the trust are provided with financial literacy information, including, where practicable, financial literacy information workshops.

12.12 **Fraud Protection Program**

12.12.1 The Trustees shall, within 3 (three) calendar months of the Effective Date, establish a fraud protection program that will be designed to prevent abuse of the Benefits provided by the Trust, including ensuring that:

12.12.1.1 only Eligible Claimants are paid Benefits;

12.12.1.2 no Eligible Claimant is able to claim compensation more than once (unless he is claiming as both a Settling Claimant and a Dependent Claimant, as provided for in clause 5.4);

12.12.1.3 no compensation may be claimed more than once for the same Deceased Individual;

12.12.1.4 no Lodging Settling Claimant will be able to rely on the medical records of another person;

12.12.1.5 no Lodging Dependent Claimant (claiming in his capacity as a Dependent Claimant as opposed to in his own right as a Settling Claimant) will be able to rely on the medical records of a person other than the Lodging Deceased Individual; and

12.12.1.6 instances of fraud and attempted fraud are averted and prevented.

12.13 **Records**

12.13.1 The Parties acknowledge that the records falling within the definition of Service Records may be incomplete or even contradictory, thereby making it difficult to determine whether or not a Lodging Settling Claimant is a Settling Claimant (which includes a Dependent Claimant), a Settling Claimant is an Eligible Claimant, or any Benefit Modifiers apply to any Benefit payable to any Eligible Claimant.

12.13.2 The Trustees (or persons appointed by them for this purpose) shall have the discretion (acting reasonably) to determine whether or not any of those records suffice and, if they do, which of them carry more weight than others, always taking into account the Trust Object, their fiduciary duties, the interests of the Settling Claimants (including Dependent Claimants) and the interests of the Founders.

12.13.3 The Trustees (or persons appointed by them for this purpose) shall accord greater weight to original records than records captured on reconstructed databases, other than instances where original records pose the risk of fraud.

12.14 **Medical Advisory Panel**

The Trustees may appoint a medical panel, consisting of at least 2 (two) qualified medical practitioners with expertise and experience in the evaluation of respiratory impairment and occupational lung diseases, to advise them on any medically related matters.

12.15 **Reviewing Authority**

12.15.1 The Trustees shall establish and maintain a dispute resolution function, consisting of:

12.15.1.1 the Medical Reviewing Authority;

12.15.1.2 the Certification Reviewing Authority; and

12.15.1.3 adequate and duly qualified personnel who will undertake administrative and processing functions relating to the dispute resolution process,

(Collectively, the **Reviewing Authority**),

in accordance with the ensuing provisions of this clause 12.15.

12.15.2 Should a Lodging Claimant dispute (**Disputing Claimant**):

12.15.2.1 the Certificate of Medical Finding issued to him;

12.15.2.2 the Certification issued to him;

12.15.2.3 the Notice of Ineligibility issued to him by the Trust Certification Committee; or

12.15.2.4 the Notice of Ineligibility issued to him by the Claims Lodgement Officer;

(**Disputed Determination**), within 30 (thirty) days of being issued with the Disputed Determination he may refer the dispute to the Reviewing Authority for dispute resolution in terms of this clause 12.15.

12.15.3 If the Disputed Determination falls within clause 12.15.2.1 the Reviewing Authority shall allocate all disputes relating to it to the Medical Reviewing Authority.

12.15.4 If the Disputed Determination falls within either clause 12.15.2.2, 12.15.2.3, or 12.15.2.4 the Reviewing Authority shall allocate all disputes relating to it to the Certification Reviewing Authority.

12.15.5 Medical Reviewing Authority

12.15.5.1 In consultation with the Medical Advisory Panel, where applicable, the Trustees shall appoint 1 (one), qualified medical practitioner with experience in the evaluation of respiratory impairment and occupational lung diseases to fulfil the dispute resolution role of the Medical Reviewing Authority.

12.15.5.2 The Trustees may remove the medical practitioner referred to in clause 12.15.5.1 with good cause or on reasonable grounds.

12.15.5.3 If the Disputed Determination falls within clause 12.15.2.1:

12.15.5.3.1 the Medical Reviewing Authority shall review the Certificate of Medical Finding, the Medical Report to which it relates, and all further ancillary documentation, and may consult with one or more medical practitioners, including the Accredited Practitioner who issued the Medical Report and the medical practitioner (or practitioners) who constituted the Medical Certification Panel that issued the Certificate of Medical Finding;

12.15.5.3.2 the Medical Reviewing Authority, in performing its review, shall apply the principles for determining diagnoses, and the criteria for Qualifying Diseases, contained in Schedule H;

12.15.5.3.3 the Medical Reviewing Authority may confirm and uphold the Certificate of Medical Finding, and this shall be communicated to the Disputing Claimant; and

12.15.5.3.4 the Medical Reviewing Authority may rescind the whole or any part of the Certificate of Medical Finding and substitute for it such determination as it may decide.

12.15.5.4 If the Medical Reviewing Authority exercises its powers in clause 12.15.5.3.4, the substituted determination shall be deemed to be a determination of the Medical Certification Panel, and (notwithstanding anything to the contrary in clause 12.7.11) the Disputing Claimant shall follow the claims process in this Trust Deed from the stage of being issued the original Certificate of Medical Finding, but with the substituted determination.

12.15.5.5 Notwithstanding anything to the contrary in clause 12.7.11, if, during its review of the Disputed Determination and ancillary documentation, the Medical Reviewing Authority is unsatisfied with the method or standard used by the Accredited Practitioner to compile the Medical Report, it may set aside the original Medical Report and instruct the Disputing Claimant and the relevant Claims Lodgement Officer handling his claim, that he should undergo a new medical examination by another Accredited Practitioner and be issued with a new Medical Report that will replace the original report (and further steps in the claims process that he may have undergone) in all respects, and he shall follow the claims process in this Trust Deed from the stage of being issued a Medical Report.

12.15.5.6 The determination of the Medical Reviewing Authority in each case shall be final and binding on the Disputing Claimant and the Trustees, unless the Trustees determine that the Medical Reviewing Authority has clearly and manifestly misapplied the principles for determining diagnoses, and the criteria for Qualifying Diseases, contained in Schedule H, in which event the determination shall be referred back to the Medical Reviewing Authority for reconsideration.

12.15.5.7 The Medical Reviewing Authority shall act as an expert and not an arbitrator.

12.15.5.8 The Trustees shall use their reasonable endeavours to procure that the medical practitioner referred to in clause 12.15.5.1 provides the services referred to in this Trust Deed as being applicable to the Medical Reviewing Authority, and complies with the provisions of this clause 12.15 as if he were a party to this Trust Deed.

12.15.6 Certification Reviewing Authority

12.15.6.1 The Trustees shall appoint one independent person to fulfill the dispute resolution role of the Certification Reviewing Authority.

12.15.6.2 The Trustees may remove the person referred to in clause 12.15.6.1 with good cause or on reasonable grounds.

12.15.6.3 If the Disputed Determination falls within either clause 12.15.2.2 or 12.15.2.3:

12.15.6.3.1 the Certification Reviewing Authority shall review the Disputed Determination and all relevant documentation that the Disputed Determination was based upon and all further ancillary documentation, and may consult with one or more experts, but shall accept and may not challenge the findings in the Certificate of Medical Finding;

12.15.6.3.2 the Certification Reviewing Authority may confirm and uphold the Disputed Determination, and this shall be communicated to the Disputing Claimant; and

12.15.6.3.3 the Certification Reviewing Authority may rescind the whole or any part of the Disputed Determination and substitute for it such determination as it may decide.

12.15.6.4 If the Certification Reviewing Authority exercises its powers in clause 12.15.6.3.3, the substituted determination shall be deemed to be a determination of the Trust Certification Committee, and (notwithstanding anything to the contrary in clause 12.7.11) the Disputing Claimant shall follow the claims process in this Trust Deed from the stage of being issued the original determination in question, but with the substituted determination.

12.15.6.5 If the Disputed Determination falls within clause 12.15.2.4:

12.15.6.5.1 the Certification Reviewing Authority shall review the Notice of Ineligibility;

12.15.6.5.2 the Certification Reviewing Authority may confirm and uphold the Notice of Ineligibility, and this shall be communicated to the Disputing Claimant; and

12.15.6.5.3 the Certification Reviewing Authority may rescind the Notice of Ineligibility and instruct the relevant Claims Lodgement Officer to continue processing the Disputing Claimant's claim and follow the claims process in this Trust Deed.

12.15.6.6 The determination of the Certification Reviewing Authority in each case shall be final and binding on the Disputing Claimant and the Trustees, unless the Trustees determine that the Certification Reviewing Authority has clearly and manifestly misapplied the principles of this Trust Deed when making its determination, in which event the determination shall be referred back to the Certification Reviewing Authority for reconsideration.

12.15.6.7 The Certification Reviewing Authority shall act as an expert and not an arbitrator.

12.15.6.8 The Trustees shall use their reasonable endeavours to procure that the person referred to in clause 12.15.6.1 provides the services referred to in this Trust Deed as being applicable

to the Certification Reviewing Authority, and complies with the provisions of this clause 12.15 as if he were a party to this Trust Deed.

13. CLAIMS OF SETTLING CLAIMANTS WHO ARE LIVING AT THE EFFECTIVE DATE AND DIE THEREAFTER

13.1 If a Settling Claimant is living as at the Effective Date but dies before lodging a claim with a Claims Lodgement Officer, the executor of his estate (**Executor**) may lodge a claim in his stead, and all provisions in this Trust Deed relating to Settling Claimants, Lodging Settling Claimants, Silicosis Claimants, Tuberculosis Claimants and Historical Tuberculosis Claimants shall apply mutatis mutandis to the Executor.

13.2 If a Settling Claimant lodges a claim with a Claims Lodgement Officer but dies before the Payment Administrator processes payment of the Benefit, the provisions of clause 13.1 shall apply from the stage of the claims process at which the Settling Claimant died and onwards.

13.3 Nothing in this clause 13 shall be construed as relaxing in respect of the Executor any requirements that the Settling Claimant would, had he been alive, have needed to satisfy in order to be Certified and claim Benefits as an Eligible Claimant, including:

13.3.1 documentary requirements;

13.3.2 claims process steps; or

13.3.3 compliance with the definitional elements of the relevant type of Eligible Claimant.

PART E: TRUSTEES

14. TRUSTEES

14.1 The Trustees have fiduciary duties to ensure that Eligible Claimants receive Benefits to which they are entitled under this Trust Deed during the subsistence of the Trust.

14.2 **Initial Trustees**

14.2.1 It is recorded that by their signature to this Trust Deed, the initial Trustees accept their appointment as Trustees of the Trust; and

14.2.2 The initial Trustees shall be responsible for this Trust Deed's initial lodgement with the Master and procuring for themselves the issue of letters of authority from the Master.

14.3 **Appointment of Trustees**

14.3.1 There shall at all times be not less than 5 (five) nor more than 7 (seven) Trustees.

14.3.2 If at any time the number of Trustees falls below 5 (five), the remaining Trustee or Trustees shall be entitled to continue to act in all matters affecting the Trust pending the appointment of a new trustee (or new trustees).

14.3.3 Without derogation from clause 14.3.2, if the persons in clauses 14.3.5 and 14.3.6 have not appointed a new trustee (or new trustees) within 3 (three) calendar months of the number first falling below 5 (five), the Agent shall appoint a new trustee (or new trustees) such that the number of Trustees shall be not less than 5 (five), and such new trustee (or new trustees) shall serve as Trustees until they are replaced by the persons in clauses 14.3.5 and 14.3.6.

14.3.4 The Agent shall be entitled to appoint 3 (three) Trustees from time to time and to replace and fill any vacancy in respect of any such Trustee, and to rotate such Trustee with another Trustee from time to time. Abraham Joseph van Vuuren, Kgomotso Mmathuto Molebatsi and Michael Edward Courtney Murray shall be deemed to have been appointed by the Agent.

14.3.5 The Claimants' Attorneys shall be entitled to appoint 2 (two) Trustees from time to time and to replace and fill any vacancy in respect of any such Trustee, and to rotate such Trustee with another Trustee from time to time. Janet Yetta Love and Sophia Kisting shall be deemed to have been appointed by the Claimants' Attorneys.

14.3.6 The Minister for the Department of Health shall be entitled to appoint 1 (one) Trustee from time to time and to remove, replace and fill any vacancy in respect of such Trustee, provided that such trustee be either the Compensation Commissioner for Occupational Diseases, the Minister or the Deputy Minister for the Department of Health.

14.3.7 The Agent and the Claimants' Agent shall be entitled jointly to appoint an additional 1 (one) Trustee from time to time (**Consensus Trustee**), and to remove, replace and fill any vacancy in respect of such Trustee by agreeing in writing to do so, which agreement may not be unreasonably withheld or delayed, and which agreement will be deemed to have been given if it is unreasonably withheld or delayed.

14.3.8 Subject to clause 14.3.9, the Trustees shall be entitled to be paid for discharging their duties as Trustees, and such fees shall be determined by agreement between the Agent and the Claimants' Agent (which agreement may not be unreasonably withheld or delayed, and which agreement will be deemed to have been given if it is unreasonably withheld or delayed).

14.3.9 The Trustee appointed by the Minister for the Department of Health, in terms of clause 14.3.6, shall not be entitled to be paid for discharging his duties as Trustee.

14.3.10 Any appointment, removal, rotation or replacement of a Trustee in terms of clauses 14.3.4 to 14.3.6 (both inclusive) shall be made by written notice to the Trustees, signed by the Agent or the Claimants' Attorneys whichever is applicable and shall be operative, subject to the requirements of clause 14.3.12 below, as soon as the written notice is delivered to the Trustees.

14.3.11 The giving by the Claimants' Attorneys of any written notice in terms of clause 14.3.10 shall be effective if that notice is signed by at least 2 (two) of the Claimants' Attorneys or the Claimants' Agent.

14.3.12 A Trustee whose appointment has become operative shall only be entitled to act as a Trustee in terms of this Trust Deed after he has delivered to the Trustees a written acceptance of his appointment and after he has been duly authorised to act as a Trustee in terms of the Trust Property Control Act. The Trustees shall pass all such resolutions as are reasonably required to give effect to the provisions of this clause 14.3.

14.4 **Disqualification of Trustees**

The following persons shall be disqualified from acting as Trustee:

14.4.1 any person who would be disqualified from acting as a director of a company in terms of section 69(8)(a) of the Companies Act;

14.4.2 any person removed from an office of trust on account of misconduct;

14.4.3 any person whose estate has been sequestrated and has not yet been rehabilitated;

14.4.4 any person who the Master: (i) refuses to grant letters of authority to; or (ii) requires to provide security as a Trustee;

14.4.5 any person who has been declared by a competent court to be mentally ill or incapable of managing his own affairs or who is by virtue of the Mental Health Care Act, 2002, detained as a State patient or as an involuntary mental health care user in a health establishment;

14.4.6 any person who has been convicted in South Africa or elsewhere of any offence of which dishonesty is an element or of any other offence for which he has been sentenced to either imprisonment without the option of a fine or a fine in excess of R1 000 (one thousand Rand); and

14.4.7 any person whose appointment as a Trustee would, in the reasonable opinion of the Agent, cause reputational harm to any of the Founders or their Affiliates.

14.5 **Vacation of Office of Trustee**

14.5.1 The office of a Trustee shall be vacated if:

14.5.1.1 he becomes disqualified in terms of clause 14.4 above; or

14.5.1.2 he resigns his office:

14.5.1.2.1 by not less than 60 (sixty) days' (or such shorter period as the remaining Trustees or Trustee may agree to) written notice to the remaining Trustees or Trustee;

14.5.1.3 he dies;

14.5.1.4 his health deteriorates to an extent that he or the Agent determines to materially effect his ability to discharge his duties as Trustee;

14.5.1.5 80% (eighty percent) of all the Trustees (excluding the Trustee in question) vote to remove a Trustee from office; or

14.5.1.6 the Agent and the Claimants' Agent agree in writing that he shall be removed from office.

14.5.2 No Trustee shall have the right during his lifetime or by his last will to individually appoint his successor, an alternative Trustee, or any other person to serve as Trustee in his place and stead.

15. **PROCEEDINGS OF TRUSTEES**

15.1 **AGM**

15.1.1 The Trustees shall convene at least 1 (one) meeting of the Trustees within 6 (six) months of the end of each financial year of the Trust (**AGM**).

15.1.2 The Founders, the Agent, the Claimants' Agent and the general public shall have the right to attend the AGM. The Founders, the Agent, the Claimants' Agent shall be given at least 14 (fourteen) days' written notice of such AGM, or such shorter notice as may be agreed to by the Agent and the Claimants' Agent.

15.1.3 At the AGM the Trustees shall present an overview of the Trust's operations and the financial reports of the Trust for each financial year of the Trust.

15.2 **Trust Meetings**

15.2.1 Subject to clause 15.2.2, any Trustee is at all times entitled to convene a meeting of the Trustees by giving 14 (fourteen) days' written notice to all Trustees, or such shorter notice as

may be agreed by all the Trustees: (i) in writing, prior to the meeting; or (ii) by resolution at the meeting.

15.2.2 Trust meetings shall not be held from 10 December until 10 January (both exclusive) each year unless such meeting is agreed by all the Trustees: (i) in writing, prior to the meeting; or (ii) by resolution at the meeting.

15.2.3 The Trustees shall meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they deem fit.

15.2.4 The Trustees may participate in a meeting of the Trustees by means of telephone or video conference or similar equipment by means of which all persons participating in the meeting can hear each other at all times and any such participation in a meeting shall constitute presence in person at the meeting.

15.2.5 For a quorum to exist at meetings of the Trustees, at least 5 (five) Trustees shall be present.

15.2.6 Save as may be expressly provided otherwise in this Trust Deed, decisions to be taken by the Trustees present at a meeting of Trustees shall take place by majority vote with each Trustee being entitled to exercise 1 (one) vote.

15.2.7 The Trustees shall keep minutes of their meetings in writing and all resolutions passed by the Trustees at their meetings shall be duly signed by the chairperson of the Trustees, or the chairperson of the relevant meeting (if not the chairperson of the Trustees).

15.3 **Chairperson**

The Trustees shall appoint the Consensus Trustee as the first chairperson for the initial 2 (two) year period from the Effective Date. Thereafter the Trustees shall appoint one of the Trustees as chairperson for each subsequent 12 (twelve) calendar month period during the life of the Trust.

15.4 **Written resolutions**

Provided that each Trustee receives a copy of the proposed resolution, a resolution in writing signed by at least 70% (seventy percent) of the Trustees or agreed to by at least 70% (seventy percent) of the Trustees via e-mail shall be valid and effectual as if it had been passed at a meeting of the Trustees duly called and constituted, and such resolution may be signed in counterparts.

15.5 **Signing authority**

The Trustees are entitled to authorise 1 (one) of them to sign any and all documents on behalf of the Trustees, subject to such terms and conditions as may be agreed to by the Trustees from time to time.

16. **POWERS OF TRUSTEES**

16.1 The powers of the Trustees as set out in this Trust Deed are powers which are conferred upon them as Trustees of the Trust and to enable them to administer the Trust Fund and not for their personal benefit. The extent of the powers vested in the Trustees must be construed in accordance with, and subject to, the Trust Object.

16.2 The Trustees shall have such powers as may be necessary for, or incidental to, the carrying out of their duties as set out in this Trust Deed and in accordance with the provisions of the Statutes. Without derogation from the generality of the foregoing, the Trustees shall have the following specific powers:

16.2.1 receive all claims from Lodging Claimants;

16.2.2 manage the processing of claims from Lodging Claimants, including the determination of whether or not any such claims are accepted;

16.2.3 pay out the Benefits to Eligible Claimants;

16.2.4 pay out any Special Award as contemplated in clause 6;

16.2.5 exercise discretion in relation to the records falling within the definition of Service Records, as contemplated in, and subject to, clause 12.13;

16.2.6 receive and accept donations, settlements, awards and contributions from the Founders as contemplated in this Trust Deed;

16.2.7 delegate any of their powers to committees consisting of one or more Trustees or such other persons as the Trustees may determine, provided that there shall always be at least 1 (one) Trustee on each such committee;

16.2.8 appoint experts in every field thereto to enable them to fulfil their mandate;

16.2.9 appoint executives, including a chief executive officer, chief financial officer and chief operating officer, to enable them to fulfil their mandate;

16.2.10 convert, vary or realise any investments in their discretion and re-invest any proceeds but only to the extent authorised in terms of this clause;

16.2.11 enter into contracts which are necessary or requisite to achieve or fulfil the Trust Object;

16.2.12 exercise the provisions of clause 28 in respect of a Founder that defaults in its payment obligations to the Trust;

16.2.13 seek and inspect the employment records and medical records of the Companies or appoint a representative to inspect those records, but on the understanding that this clause 16.2.13 does not impose upon any of the Companies any greater obligation to make those records available than expressed in the Settlement Agreement; and

16.2.14 seek and review all personal, employment and medical records from TEBA Limited, mining organisations, and any office of South African government or governments in other countries;

16.2.15 disclose to and collect from industry databases, credit bureaus and other databases, including (without limitation) the databases of the Medical Bureau for Occupational Diseases (MBOD), the Compensation Commission for Occupational Diseases (CCOD), previous employers and/or pension or provident funds, personally identifiable information about Claimants;

16.2.16 obtain health records of Lodging Settling Claimants and Contended Deceased Individuals, including by assisting Lodging Claimants to obtain such records;

16.2.17 compile and disclose for any party to the Class Action Litigation, at the cost and expense of such party, the personal contact details of any Claimant (as defined in the Settlement Agreement) which may be required pursuant to an order of court or for discovery in such proceedings.

16.3 Notwithstanding anything to the contrary in this clause, the Trustees shall invest the Trust Fund or any portion thereof only in any South African ZAR money market fund which carries a national scale rating of AA or higher, or any short-term deposit (3 (three) months or less) with any one of South Africa's four largest banks;

16.4 The Trustees shall have the power (and are obliged to exercise that power) to do all things and to sign all such documents as may be necessary to fulfil the specific obligations referred to in this Trust Deed.

16.5 The Trustees shall have the power to use, publish or disseminate in anonymised form (maintaining the anonymity of the mine workers and the Companies), the information and data gathered during the course of the operation of the Trust solely for the purpose of advancing public health, or for medical or scientific research purposes. Any proceeds that are derived from the usage, publication or dissemination of such information shall be used solely for the Trust Object.

16.6 The Trustees shall have the power to publish notices to Claimants throughout the life of the Trust.

17. **DUTIES OF THE TRUSTEES**

17.1 The Trustees shall be obliged to fulfil the Trust Object as recorded in clause 3 as soon as is reasonably possible, but within the subsistence of the Trust as set out in clause 21 below.

17.2 The Trustees shall be obliged to develop an annual financial and operational plan to accomplish the Trust Object, including but not limited to:

17.2.1 marketing and information;

17.2.2 prioritising locating and medical examination of potential Eligible Claimants;

17.2.3 establishing and maintaining the capacity for administering medical examinations;

17.2.4 establishing and maintaining locations for Claims Lodgement Officers to execute their duties;

17.2.5 establishing and maintaining information technology, budgeting and general administration systems.

17.3 The Trustees shall use their reasonable endeavours to procure that the personnel of the Trust (including the Claims Lodgement Officers, the Accredited Practitioners, the Medical Certification Panel, the Trust Certification Committee, the Payment Administrator, the Medical Reviewing Authority and the Certification Reviewing Authority) and any third party service providers comply with the provisions of this Trust Deed insofar as the provisions are capable of applying to them.

17.4 Apart from the common law duties which attach to the office of trustee, the Trustees shall be subject to the duties laid down in the Trust Property Control Act, namely, to:

17.4.1 ensure that the original of this Trust Deed is filed with the Master in accordance with the provisions of the Trust Property Control Act;

17.4.2 refrain from acting as Trustees until they are in possession of a letter of authority from the Master to so act;

17.4.3 receive and hold the Trust Fund for the benefit of the Eligible Claimants who are entitled to Benefits;

17.4.4 take possession of all documents of title and other documents relating to the affairs of the Trust for safekeeping;

17.4.5 ensure that proper books are kept for the affairs of the Trust;

17.4.6 keep all assets of the Trust Fund separate from their own personal property and if applicable registered in the name of the Trust so that they may be identified as assets of the Trust Fund;

17.4.7 refrain from holding or disposing of any assets of the Trust Fund for their personal benefit, or for the benefit of their estates, and generally to act in a prudent and responsible manner as would be expected from persons who are in charge of the affairs of another person;

17.4.8 unless compelled by law or an order of court or for any other practical reasons, refrain from disclosing any records containing the identity of the Lodging Claimants, the Lodging Deceased Individuals or the affairs of the Trust, except as permitted by the provisions of this Trust Deed;

17.4.9 while the Trust is in force, take and hold possession of all assets comprising the Trust Fund from time to time, including title deeds and other documents and to ensure their preservation and safe keeping for the duration of the Trust; and

17.4.10 exercise the provisions of clause 28 in respect of a Founder that defaults in its payment obligations to the Trust.

18. EXEMPTIONS FOR TRUSTEES

18.1 The Trustees shall be exempt from any obligation to furnish security in connection with their appointment or for the due administration of the Trust to the Master or any other person, body or authority, as provided for in the Trust Property Control Act or any other law relating to Trusts and the protection of trust moneys, and the Master and any such other person, body or authority are hereby directed to dispense with such security.

18.2 Subject to the Trust Property Control Act:

18.2.1 no Trustee shall be liable to make good to the Trust or anyone claiming through the Trust any loss occasioned or sustained by any cause, howsoever arising, except such loss as may arise from or be occasioned by his own personal dishonesty or other wilful misconduct or gross negligence;

18.2.2 no Trustee shall be liable for any act of dishonesty or other misconduct committed by any other Trustee unless he knowingly allowed it or was an accessory to it;

18.2.3 the Trustees shall be indemnified out of the Trust Fund against all claims and demands of whatsoever nature that may be made upon them arising out of the proper exercise or purported proper exercise of any of the powers conferred upon them under this Trust Deed; and

18.2.4 if the Trustees make any bona fide payment to any Person they believe to be entitled to the payment under the terms of this Trust Deed and if it is subsequently found that the recipient was not entitled to the payment, the Trustees shall not be liable or responsible to the Trust or anyone claiming through the Trust for the payment so made.

PART F: ACCOUNTING AND RELATED MATTERS

19. ACCOUNTS AND REPORTS

19.1 The Trustees shall ensure that proper financial books and records are kept concerning the affairs of the Trust and the administration of the Trust Fund which reflect truly and accurately their administration of the affairs and business of the Trust and record the transactions and financial position of the Trust.

19.2 All those financial books and records, together with all other papers and documents of the Trust, shall be kept at such places as the Trustees may determine from time to time and shall be accessible to each Trustee so that he can inspect them at all reasonable times.

19.3 The books of the Trust shall be audited. The Trustees shall prepare and sign annual statements of account of the Trust for each financial year, and shall ensure that the accounts and records are reported on and audited by the Auditors.

19.4 The Auditors shall have the right of access at all times to the books of account, vouchers and records of the Trust, and shall be entitled to require from the Trustees, employees of the Trust and other persons appointed by the Trustees to provide services and carry out functions in terms of this Trust Deed, such information and explanations as may be necessary for the performance of their duties as auditors of the Trust.

19.5 Without limitation to the obligations of the Trustees to keep proper records for the purposes hereof, the Trustees shall maintain comprehensive records of all Lodging Claimants assessed, including details of Lodging Settling Claimants or Contended Deceased Individuals who have been determined to have, or to have had, a Qualifying Disease and have been identified with reasonable certainty, based on, without limitation, their names, identity numbers or passport numbers and ID books or passports, employee numbers (if available), and biometric recognition (if available).

19.6 The Agent and the Claimants' Agent shall have the right to access and inspect the records referred to in clause 19.5, and the Agent shall have a right to share such records with the Founders and their Affiliates, provided that such disclosure has been consented to by the Eligible Claimants and other data subjects.

19.7 As soon as practicable following (i) 6 (six) months from the commencement of the Trust's financial year, and (ii) the financial year end date of the Trust (as applicable), the Trustees shall provide to the Agent and the Claimants' Agent (i) a first report covering the period commencing on the beginning of the Trust's financial year to 6 (six) months thereafter, and (ii) a second report covering the period commencing on the beginning of the Trust's financial year to the financial year end date of the Trust. The reports shall set out the following for their respective reporting periods:

19.7.1 a detailed description of (i) the claimant locating projects completed from the Trust Commencement Date to the date of the report, (ii) the claimant locating projects currently underway as at the date of the report, and (iii) planned future claimant locating projects. This should include information relating to the target populations of the claimant locating projects, the status, progress and expected timing of such projects;

19.7.2 the detailed build-up of each Founder's internally recorded benefit and expense account (as described in Schedule G) dated from the previous financial year end date of the Trust to the date of the report (including information per Founder such as the Contributions paid by the Founder, attributable claims per month, attributed expenses per months, rate of monthly investment return used, and any year-end adjustments made);

19.7.3 actual expenses incurred by the Trust since the previous financial year end date of the Trust, broken down per category of expense (for example: per claimant locating project, medical examination costs, Certification process costs, governance costs, Benefit payment costs, etcetera);

19.7.4 projected expenses for the next Annual Period (broken down per category of expense);

19.7.5 comprehensive claims data from the Trust Commencement Date to the date of the report. This will include the following data fields (as applicable):

19.7.5.1 internal reference number of claim;

19.7.5.2 whether the Lodging Claimant is a former mineworker, current mineworker or executor of a deceased mineworker or Dependent of a deceased mineworker;

19.7.5.3 the name, age, ID number or passport number, and employee number (if available) of the Lodging Claimant and/or Contended Deceased Individual;

19.7.5.4 date of birth of the Lodging Settling Claimant or Contended Deceased Individual;

19.7.5.5 date of death of a deceased Lodging Settling Claimant or Contended Deceased Individual;

19.7.5.6 district, province and country of residence of a Lodging Settling Claimant;

19.7.5.7 date the Lodging Settling Claimant or Contended Deceased Individual was last employed (if they are no longer employed);

19.7.5.8 full service history of Lodging Settling Claimant or Contended Deceased Individual;

19.7.5.9 main occupation(s) of Lodging Settling Claimant or Contended Deceased Individual while employed on the mine;

19.7.5.10 details of the Claims Lodgement Officer who is responsible for the claim;

19.7.5.11 date the Lodging Settling Claimant or Lodging Dependent Claimant first approached the Claims Lodgement Officer;

19.7.5.12 status of claim and date of each status (left blank if not applicable):

19.7.5.12.1 Lodgment Documents satisfactorily submitted;

19.7.5.12.2 Medical Report issued or Approved ODMWA Certificate provided or Tuberculosis Certificate provided;

19.7.5.12.3 Certificate of Medical Finding issued (and outcome: the specific Qualifying Disease, the primary cause of death finding (if applicable), or Medically Ineligible);

19.7.5.12.4 Certification issued;

19.7.5.12.5 Notice of Ineligibility issued (and reason if applicable); and

19.7.5.12.6 Benefit paid;

19.7.5.13 Benefit amount calculated (before application of Benefit Modifiers) and date calculated;

19.7.5.14 Benefit Modifiers applied (expressed as either a percentage or a Rand amount) broken down per Benefit Modifier listed in clauses 5.6.1.1 to 5.6.1.5 (both inclusive);

19.7.5.15 Benefit due to Eligible Claimant after the application of the Benefit Modifiers;

19.7.5.16 Benefit allocation per Founder; and

19.7.5.17 any further information that the Agent, the Claimants' Agent and the Trustees shall agree to in writing from time to time.

19.8 The Trustees shall ensure that all Lodging Settling Claimants and Lodging Dependent Claimants (with respect to themselves and with respect to Contended Deceased Individuals) to be

assessed shall be required to consent to the Trust (or persons appointed by it) disclosing personally identifiable information, including x-rays and medical records produced to relevant Persons in accordance with the provisions of this Trust Deed, which includes consent to disclose to and between the Parties and their Affiliates, and to third parties stipulated in clause 19.9.

19.9 Subject to the condition that the Agent will not disclose the information to any third party save for professional advisors or in order to assert or pursue any remedy or claim, whether for contribution, indemnity or otherwise against a third party (but in that event information may be disclosed only to the extent strictly necessary and on terms of strict confidentiality):

19.9.1 the Trustees shall provide the Agent with details of the amount of all Benefits paid to each Eligible Claimant, copies of the documents and records referred to in clause 19.8, disclosure of which has been consented to by the Eligible Claimants, and any other information reasonably requested by the Agent in relation to the Eligible Claimants and the amounts paid to them; and

19.9.2 the Agent shall have a right to share the information referred to in clause 19.9.1 and the reports referred to in clause 19.7 with the Founders and their Affiliates, provided that such disclosure has been consented to by the Eligible Claimants and other data subjects.

19.10 The Trustees shall provide an audited final reconciliation at the termination of the Trust of all monies received, accrued and disbursed and any surplus available, and shall, prior to the dissolution of the Trust, make available to the Agent all information concerning the operation of the Trust to which it is entitled in terms of this Trust Deed.

19.11 The Trustees shall produce an annual report which shall incorporate (but not be limited to) the audited annual statements of account, together with information relating to:

19.11.1 the number of Lodging Claimants that were located during the preceding year and since the Trust Commencement Date;

19.11.2 the number of claims lodged with the Claims Lodgement Officers during the preceding year and since the Trust Commencement Date;

19.11.3 the number of Lodging Claimants that were medically examined during the preceding year and since the Trust Commencement Date;

19.11.4 the number of Eligible Claimants who received a Benefit from the Trust during the preceding year and since the Trust Commencement Date, and a breakdown of the categories of Eligible Claimant who have received such Benefits;

19.11.5 the aggregate amount of all Benefits so paid during the preceding year and since the Trust Commencement Date and a breakdown of the aggregate amount of all Benefits so paid to each category of Eligible Claimant; and

19.11.6 the fees, expenses, disbursements and emoluments charged to, paid or incurred by or on behalf of the Trust; and

19.11.7 the number of claims in process, lodged but not yet medically certified, medically certified but not yet Certified, Certified but not yet paid.

19.12 The Trustees shall provide copies of the annual report referred to in clause 19.11 to the Agent and the Claimants' Agent.

19.13 The Agent and the Claimants' Agent shall have the right to access and inspect the underlying records which informed the annual report and, in particular, the information referred to in clause 19.11.

PART G: AMENDMENT, DURATION AND TERMINATION

20. **AMENDMENTS TO THIS TRUST DEED**

The Trustees shall be entitled to amend this Trust Deed from time to time by way of a resolution of Trustees provided that:

20.1 the amendments are reduced to writing;

20.2 the amendments do not adversely affect the rights of the Eligible Claimants in terms of this Trust Deed; and

20.3 the Trustees may not make any amendments to this Trust Deed without the prior written consent of the Agent and Claimants' Agent.

21. **TERMINATION OF THE TRUST**

21.1 Subject to clause 21.2, the Trust shall subsist until the Agent notifies the Trustees and Claimants' Agent in writing that it shall terminate (**Termination Notice**).

21.2 Subject to clause 21.3, the Agent may not deliver the Termination Notice to the Trustees before:

21.2.1 the 1st (first) anniversary of the date on which the Qualifying Claims Period will have expired; or

21.2.2 all and any legitimate outstanding Benefits that will have been claimed by Eligible Claimants during the Qualifying Claims Period, in accordance with the provisions of this Trust Deed,

have been paid or have been transferred by the Trustees to an appropriate person who will administer such payment after termination of the Trust,

whichever is the later; and any Termination Notice delivered in breach of the foregoing provisions of this clause 21.2 shall be of no force or effect.

21.3 The Trustees shall, without delay after receiving written notice to do so from the Agent, transfer to the appropriate person contemplated in clause 21.2.2, all and any legitimate outstanding Benefits that will have been claimed by Eligible Claimants during the Qualifying Claims Period, but remain unpaid because the Payment Administrator has not, for any reason, been able to pay such Benefits to such Eligible Claimants.

21.4 Notwithstanding anything to the contrary in clause 21.2, the Agent may deliver the Termination Notice to the Trustees and the Claimants' Agent at any time after failure to fulfill any of the Conditions in the Settlement Agreement..

21.5 Without undue delay after receipt by the Trustees of the Termination Notice, the Trustees shall realise any assets of the Trust Fund (other than cash or the like), and, whether or not the Trust has any assets to realise, first pay the claims of all creditors of the Trust out of the Trust Fund. If thereafter there remains any surplus, the net surplus will be paid (less any amounts required to be withheld for tax purposes) to the Founders (or their designated agent) in proportions that the Agent will communicate to the Trustees.

PART H: GENERAL

22. **TRUST ADVISORY COMMITTEE**

22.1 As soon as is practicable after the Effective Date, the Trustees shall establish a committee (**Trust Advisory Committee**) which shall, in the discretion of the Trustees and to the extent that it is reasonably practicable, comprise of representatives from government, recognised trade unions, community leaders and non-governmental organisations, and any other bodies or entities which the Trustees consider may be able to contribute to the purpose for which the Trust Advisory Committee will be established.

22.2 The Trustees shall appoint the members of the Trust Advisory Committee in their discretion from time to time, other than the members referred to in clause 22.3.

22.3 Each of the Agent and the Claimants' Agent shall at all times be entitled to appoint 1 member to the Trust Advisory Committee.

22.4 The Trustees shall convene meetings of the Trust Advisory Committee on a biannual basis, once within 6 (six) months before each AGM and once within 6 (six) months following each AGM, or as more frequently as the Trustees shall decide from time to time (**Committee Meeting**).

22.5 At least 1 (one) of the Trustees shall attend Committee Meetings.

22.6 Members of the Trust Advisory Committee shall be given at least 7 (seven) days' written notice of the Committee Meeting.

22.7 The Trust Advisory Committee shall, at each Committee Meeting, advise, give input to, and raise concerns with, the Trustee or Trustees who is/are present at that meeting regarding matters relating to the Trust.

22.8 The Trust Advisory Committee acts in an advisory capacity, and has no power, express, tacit or implied, to instruct the Trustees, and nothing in this clause 22 shall be construed otherwise.

23. BIENNIAL CONSULTATION BETWEEN THE TRUSTEES, AGENT AND CLAIMANTS AGENT

In the first Annual Period, and once every two years thereafter for the duration of the Qualifying Claims Period, the Trustees will meet with the Agent and the Claimants Agent to consult regarding, and determine, whether or not efficiencies can be effected to the claims process and whether or not timelines stipulated in Part B and/or Part D of this Trust Deed can be streamlined, including the time periods in 5.6.3 and 5.6.8.

24. FINANCIAL YEAR AND ACCOUNTING PERIOD

24.1 As soon as is practicable after the Trust Commencement Date, the Trustees shall take all necessary steps to ensure that the financial year end date of the Trust is set to coincide with the first anniversary of the last day of the calendar month in which the Effective Date falls.

24.2 The Trustees shall, in accordance with the Income Tax Act, 1962 (**ITA**), apply to the Commissioner for the South African Revenue Service to render accounts for a period ending on the Trust's financial year end (being the first anniversary of the last day of the calendar month in which the Effective Date falls, and that calendar date in every subsequent year).

25. TAX RETURNS AND TAX INFORMATION

25.1 The Trustees shall file, or procure the filing of, tax returns and other tax filings for the Trust in accordance with the ITA and the Tax Administration Act, 2011 and, if required, the Value Added Tax Act, 1991, and shall submit, or procure the submission of, with any such tax return, all relevant documents.

25.2 For administrative purposes, the Trustees shall register the Trust as an employer in terms of the ITA and shall, where relevant, comply with all required tax administrative processes including applications for tax directives and the filing of relevant tax returns and documents in respect of employees' tax, contributions in terms of the Unemployment Insurance Contributions Act, 2002

and skills levies in terms of the Skills Development Levies Act, 1999, relating to the benefits paid to Claimants and any fees payable in terms of the Trust Deed.

25.3 The Trustees shall, when so requested by the Commissioner for the South African Revenue Service in writing, make available for inspection all books of account, records or other documents relating to the Trust and answer all queries about them made by the Commissioner for the South African Revenue Service.

26. ARBITRATION

26.1 In the event of any dispute arising out of or relating to this Trust Deed, or the breach, termination or invalidity thereof, such dispute shall be settled by arbitration in accordance with the procedure outlined below. Any Party may give written notice to the other Parties to initiate the procedure set out below.

26.2 The Parties may agree on the arbitration procedure and on the arbitrator and, failing agreement within 5 (five) days of the delivery of the notice referred to in clause 26.1, the arbitration shall take place in accordance with the UNCITRAL Arbitration Rules in force at the time of the dispute.

26.3 The appointing authority in terms of the UNCITRAL Arbitration Rules shall be the Association of Arbitrators (Southern Africa).

26.4 Unless agreed otherwise the arbitration shall be administered by the Parties.

26.5 The number of arbitrators shall be 1 (one).

26.6 The place of the arbitration shall be Sandton, South Africa.

26.7 Nothing in this clause 26 shall preclude any Party from seeking interim and/or urgent relief from a Court of competent jurisdiction and to this end the Parties hereby consent to the jurisdiction of the High Court of South Africa (Gauteng Local Division, Johannesburg).

27. JOINT LIABILITY OF THE FOUNDERS

27.1 The liability of the Founders in terms of, and arising from, this Trust Deed shall be joint, in the following proportions:

27.1.1 For the period commencing on the Trust Commencement Date and terminating on the day preceding the second anniversary of the Payment Date for the Initial Benefit Contribution and for the period commencing on the Trust Commencement Date and terminating on the day preceding the first anniversary of the Payment Date for the Trust Administration Contributions:

27.1.1.1	African Rainbow Minerals Limited:	6.08% (six point zero eight percent)
27.1.1.2	Anglo American South Africa Limited	20.72% (twenty point seven two percent)
27.1.1.3	AngloGold Ashanti Limited	16.95% (sixteen point nine five percent)
27.1.1.4	South Deep Joint Venture	7.15% (seven point one five percent)
27.1.1.5	Harmony Gold Mining Company Limited	21.66% (twenty one point six six percent)
27.1.1.6	Sibanye Gold Limited	27.44% (twenty seven point four four percent)

27.1.2 For each Annual Period which falls within the Annual Contribution Period for the Benefit Contributions, the proportion of each Founder shall be calculated in accordance with the following equation, expressed as a percentage:

$$\text{Founder's proportion of liability} = \frac{A}{C}$$

Where:

A = a Founder's Benefit Contribution determined for that Annual Period (as may be amended by the Expert in accordance with the provisions of clause 10); and

C = the aggregate of all the Founders' Benefit Contributions determined for that Annual Period (as may be amended by the Expert in accordance with the provisions of clause 10).

27.1.3 For each Annual Period after the first Annual Period for Trust Administration Contributions, the proportion of each Founder shall be calculated in accordance with the following equation, expressed as a percentage:

$$\text{Founder's proportion of liability} = \frac{B}{D}$$

Where:

B = a Founder's Trust Administration Contribution determined for that Annual Period (as may be amended by the Expert in accordance with the provisions of clause 10); and

D = the aggregate of all the Founders' Trust Administration Contributions determined for that Annual Period (as may be amended by the Expert in accordance with the provisions of clause 10).

28. **DEFAULT**

28.1 If a Founder does not discharge its obligations in any Annual Period to pay into the Trust Bank Account the quarterly payment amount of its Benefit Contribution and/or Trust Administration Contribution (as may be amended by the Expert in accordance with clause 10) for that Annual Period within 5 (five) Business Days of the expiry of the quarterly payment date on which such quarterly payment amounts are due and payable in that Annual Period, then the Trustees shall give written notice (**Default Notice**) to the Agent of the Founder's failure to discharge its quarterly payment obligations. If the Founder's quarterly payment obligations are not fully settled for that quarter within 5 (five) Business Days of the Default Notice being received by the Agent, the Trustees shall be entitled to call on the guarantor and /or insurer of the Founder's obligation for the outstanding amounts for that Annual Period.

28.2 If during the subsistence of the Trust a Founder's guarantor and /or insurer does not cover its obligations, then if the Founder's quarterly payment obligations are not fully settled for that quarter within 5 (five) Business Days of the Default Notice being received by the Agent, the Trustees may give written notice to the Founder to initiate the arbitration procedure set out in clause 26 or otherwise seek relief in terms of clause 26.7.

28.3 In the event of clause 28.2, non-compounding mora interest at a per annum rate of 10% (ten percent) shall accrue on the Founder's outstanding obligations from the date of the Default Notice being delivered to the Agent until the date it is fully settled.

28.4 Each Founder may from time to time during the subsistence of the Trust replace the guarantee and/or insurance product, which guarantees and/or insures its obligations in favour of the Trustees, with any other guarantee and/or insurance product which is substantially not less favourable to the Trustees than the guarantee and/or insurance product it had at the Effective Date.

28.5 Each Founder shall, prior to each anniversary of the Effective Date, obtain and submit to the Trustees a report (Auditor's Report) from its external auditors in terms of the International Standard on Related Services (ISRS) 4400 (Engagements to Perform Agreed-upon Procedures Regarding Financial Information), or if such standard is no longer effective, the relevant applicable standard, confirming that such Founder's estimate of its financial obligations under this Trust Deed (being the sum of the estimated undiscounted future Benefit Contributions and Trust Administration Contributions over the remaining duration of the Trust) correspond with the

amounts included in the audited actuarial model used by such Founder to quantify its financial obligations under this Trust Deed for the Founder's most recent financial statements.

28.6 If after the second anniversary of the Effective Date, the Auditor's Report shows that a Founder's estimate of its financial obligations under this Trust Deed (being the sum of the estimated undiscounted future Benefit Contributions and Trust Administration Contributions over the remaining duration of the Trust) exceeds its prevailing guaranteed amount by more than 10%, such Founder shall provide top-up security to cover any shortfall, provided that such Founder shall not be required to provide the top-up security if it obtains and submits to the Trustees an updated Auditor's Report (to take account of any effluxion of time since the Auditor's Report was issued) showing that the Founder's estimate of its financial obligations under this Trust Deed (being the sum of the estimated undiscounted future Benefit Contributions and Trust Administration Contributions over the remaining duration of the Trust) no longer exceeds its prevailing guaranteed amount by more than 10%.

28.7 If after the second anniversary of the Effective Date, the Auditor's Report shows that a Founder's estimate of its financial obligations under this Trust Deed (being the sum of the estimated undiscounted future Benefit Contributions and Trust Administration Contributions over the remaining duration of the Trust)is less than its prevailing guaranteed amount, the Trustees may permit a reduction in the then prevailing guaranteed amount, provided that the Trustees shall not give their permission unless they are satisfied that the Eligible Claimants' rights and interests are not adversely affected thereby. The permission of the Trustees may not be unreasonably withheld or delayed.

29. EARLY EXIT AND RELATED PROVISIONS

29.1 The Trustees may permit any Founder (**Ceding Founder**) to cede any of its rights or delegate any of its obligations under this Trust Deed to any Person.

29.2 The Trustees may permit any Founder (**Exiting Founder**) to pay a full and final settlement amount to the Trust (**Final Settlement Amount**), in which event all and any liability (past, present and future) of the Exiting Founder in favour of the Trust and/or Trustees shall cease, and all and any rights (present and future) that it may have in terms of this Trust Deed will be forfeited, and it shall be deemed not to be a Party, and its consent for anything in terms of this Trust Deed (insofar as its consent would have been so required for any matter, prior to the payment of the Final Settlement Amount) shall no longer be required, including consent for the amendment of this Trust Deed.

29.3 The Final Settlement Amount is an amount proposed by the Exiting Founder to the Trustees and agreed to in writing by the Trustees, which agreement may not be unreasonably withheld or delayed.

29.4 The Exiting Founder shall:

29.4.1 provide the Trustees and the other Founders with its actuarial estimates of the proposed Final Settlement Amount together with supporting documents; and

29.4.2 provide the Trustees with a reasonable opportunity to consider the proposed Final Settlement Amount.

29.5 The Trustees may also permit any Founder (**Partially Exiting Founder**) to pay a full and final settlement amount to the Trust (**Partial Final Settlement Amount**) in respect of any Qualifying Mine, in which event all and any liability (past, present and future) of the Partially Exiting Founder in favour of the Trust and/or Trustees shall cease in relation to the Qualifying Mine, and all and any rights (present and future) that it may have in relation to the Qualifying Mine in terms of this Trust Deed will be forfeited.

29.6 The Partial Final Settlement Amount is an amount proposed by the Partially Exiting Founder to the Trustees and agreed to in writing by the Trustees, which agreement may not be unreasonably withheld or delayed.

29.7 The Partial Exiting Founder shall:

29.7.1 provide the Trustees and the other Founders with its actuarial estimates of the proposed Partial Final Settlement Amount together with supporting documents; and

29.7.2 provide the Trustees with a reasonable opportunity to consider the proposed Partial Final Settlement Amount.

29.8 The Trustees shall not give their permission for the purposes of clauses 29.1 to 29.7 unless they are satisfied that the Eligible Claimants' rights and interests are not adversely affected thereby. The permission of the Trustees may not be unreasonably withheld or delayed.

29.9 If a Founder notifies the Trustees that a Qualifying Mine has been permanently closed, then the Qualifying Period relating to such Qualifying Mine shall end on the date on which the Qualifying Mine was permanently closed.

30. ADDRESSES FOR LEGAL PROCESS AND NOTICES

30.1 The parties choose for the purposes of this Agreement the following addresses and email addresses:

30.1.1 **The persons listed in Schedule A**

c/o the Agent

150 Helen Road
Sandton
2196
Email address: Paul.Pretorius@goldfields.com & CChater@AngloGoldAshanti.com
Marked for the attention of Paul Pretorius & Cindy Chater

30.1.2 **African Rainbow Minerals Limited**

ARM House
29 Impala Road
Chislehurston
Sandton
Email address: ir.admin@arm.co.za
Marked for the attention of the Company Secretary

30.1.3 **Anglo American South Africa Limited**

44 Main Street
Johannesburg
2001
Email address: cosec.aajhb@angloamerican.com
Marked for the attention of the Company Secretary

30.1.4 **AngloGold Ashanti Limited**

76 Rahima Moosa Street
Newtown
Johannesburg
2001
Email address: rsanz@anglogoldashanti.com
Marked for the attention of the Company Secretary

30.1.5 **South Deep Joint Venture**

150 Helen Road
Sandton
2196
Email address: Taryn.Harmse@goldfields.com
Marked for the attention of EVP General Counsel

30.1.6 **Harmony Gold Mining Company Limited**

Randfontein Office Park
Cnr Main Reef Road and | Ward Avenue
Randfontein
1759
Email address: companysecretariat@Harmony.co.za
Marked for the attention of Company Secretary

30.1.7 **Sibanye Gold Limited**

Constantia Office Park, Bridgeview House
Ground Floor (Building 11), Lakeview Avenue
Cnr 14th Avenue and Hendrik Potgieter Street,
Weltevreden Park
1709
Email address: Hartley.dikgale@sibanyestillwater.com
Marked for the attention of Hartley Dikgale

30.1.8 **Abraham Joseph van Vuuren**

75 Cedar Street
Northcliff
Johannesburg
Email address: abre.vanvuuren@harmony.co.za
Marked for the attention of Abraham Joseph van Vuuren

30.1.9 **Kgomotso Mmathuto Molebatsi**

793 Kliplyster Street
Heuwelsig Estate
Celtisdal ext 20
Centurion
0159
Email address: kgomotso.molebatsi@sibanyestillwater.com
Marked for the attention of Kgomotso Mmathuto Molebatsi

30.1.10 **Michael Edward Courtney Murray**

Anglo American South Africa
First floor, 45 Main Street

Johannesburg
Email address: michael.murray@angloamerican.com
Marked for the attention of Michael Edward Courtney Murray

30.1.11 **Janet Yetta Love**

7 Glasgow Road
Westdene
Johannesburg
2092
Email address: janetlove@lrc.org.za
Marked for the attention of Janet Yetta Love

30.1.12 **Sophia Kisting**

43 Cleveland Road
Claremont
Cape Town
7708
Email address: Sophia.kisting@nioh.nhls.ac.za
Marked for the attention of Sophia Kisting

30.1.13 **Richard Spoor Inc. Attorneys**

Eton Building, Sherborne Square
5 Sherborne Road
Parktown
Email address: richard@richardspoorinc.co.za
Marked for the attention of Richard Spoor

30.1.14 **Abrahams Kiewitz Incorporated**

Penthouse, 6th Floor, Imperial Terraces
Carl Cronje Drive
Tyger Waterfront, Tygervalley
Bellville
Email address: charles@ak.law.za
Marked for the attention of Charles Abrahams

30.1.1 **Legal Resources Centre**

16th Floor Bram Fischer Towers
20 Albert Street

Johannesburg
Email address: carina@lrc.org.za
Marked for the attention of Carina Du Toit

30.1.2 **Motley Rice LLC**

28 Bridgeside Blvd
Mt. Pleasant
SC 29464
Email address: melsner@motleyrice.com
Marked for the attention of Michael Elsner

30.1.3 **Hausfeld LLP**

1700 K Street, NW
Suite 650
Washington, DC 20006
United States
Email address: rlewis@hausfeld.com
Marked for the attention of Richard Lewis

30.2 Any legal process to be served on any of the Parties may be served at the physical address specified in clause 27 and each Party chooses that address as its *domicilium citandi et executandi* for all purposes under this Trust Deed.

30.3 A Party who gives a notice or other communication to any other Party in terms of this Trust Deed shall simultaneously give a copy of such notice or other communication to the other Parties to this Trust Deed.

30.4 Any notice or other communication to be given to any of the Parties in terms of this Trust Deed shall be valid and effective only if it is given in writing, which shall be deemed to include electronic communication.

30.5 A notice to any Party which is delivered to a Party by hand at that address shall be deemed to have been received on the day of delivery, provided it was delivered to a responsible person during ordinary business hours (being 09h00 – 16h00).

30.6 Each notice by email to a Party at the email address specified in clause 27 shall be deemed to have been received (unless the contrary is proved) within 24 (twenty four) hours of transmission if it is transmitted during normal business hours of the receiving Party or within 24 (twenty four)

hours of the beginning of the next Business Day at the destination after it is transmitted, if it is transmitted outside those business hours.

30.7 Notwithstanding anything to the contrary in this clause 27, a written notice or other communication actually received by any Party shall be adequate written notice or communication to it notwithstanding that the notice was not sent to or delivered at its chosen address.

30.8 Any Party may by written notice to the other Parties change its address, or email address for the purposes of clause 27 to any other address (other than in the case of the physical address to a post office box number) provided that the change shall become effective on the 5th (fifth) day after the receipt of the notice.

31. **THE AGENT**

Unless explicitly stated otherwise, if and when the Agent takes any action or exercises any right in terms of this Trust Deed it does so as the duly appointed agent of the Founders.

32. **THE CLAIMANTS' AGENT**

32.1 The position of Claimants' Agent shall be an admitted attorney to the High Court of South Africa to represent the interests of the Claimants in terms of this Trust Deed.

32.2 The Claimants' Attorneys have appointed Richard Spoor as the Claimants' Agent.

32.3 Any appointment, removal or replacement referred to in clause 32.1 shall be effected by way of written notice given to the Trustees and the Agent, and shall take effect upon receipt by the Trustees and the Agent of the notice.

32.4 The Claimant's Agent may be terminated for cause by the Claimants' Attorneys.

32.5 In the event of a removal, resignation or replacement, the Claimants' Attorneys shall appoint a replacement Claimants' Agent.

32.6 In the event that the Claimants' Attorneys are unable to agree to a replacement Claimants' Agent, Richard Spoor shall appoint the Claimants' Agent. If Richard Spoor does not appoint the Claimants' Agent, then Charles Abrahams shall do so and if he does not do so, the LRC shall appoint the Claimants' Agent.

32.7 Unless explicitly stated otherwise, if and when the Claimants' Agent takes any action or exercises any right in terms of this Trust Deed, it does so as the duly appointed agent of the Claimants' Attorneys, representing the interests of the Claimants.

32.8 The Claimants' Attorneys choose the following address and email address for the purposes of communicating with the Claimants' Agent, and the provisions of clause 27 shall apply mutatis mutandis:

5 Sherborne Road
Parktown, Johannesburg
2196
Email address: richard@richardspoorinc.co.za
Marked for the attention of Richard Spoor

32.9 The Claimants' Agent shall only be entitled to exercise his rights in terms of this Trust Deed if he, simultaneously with the exercise thereof, agrees to be bound by the provisions of this Trust Deed insofar as they relate to him.

32.10 The Claimants' Agent shall be entitled to be paid for discharging its duties in terms of this Trust Deed, and such fees shall be equivalent to the fees payable to each of the Trustees referred to in clause 14.3.5 (Trustees appointed by Claimants' Attorneys), and where there is a disparity in the fees paid to each such Trustee, to the lower of the two.

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
K2018259017 (SOUTH AFRICA) PROPRIETARY LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

_____
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
AFRICAN RAINBOW MINERALS LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

_____
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
ANGLO AMERICAN SOUTH AFRICA LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
ANGLOGOLD ASHANTI LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
GOLD FIELDS OPERATIONS LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
GFI JOINT VENTURE HOLDINGS PROPRIETARY LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

•
•
SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
HARMONY GOLD MINING COMPANY LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

_____

Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
SIBANYE GOLD LIMITED

_____

Signatory:
Capacity:
Who warrants his authority hereto

_____

Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
RICHARD SPOOR INC. ATTORNEYS

_____

Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of

ABRAHAMS KIEWITZ INCORPORATED

_____

Signatory:

Capacity:

Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
LEGAL RESOURCES CENTRE

_____

Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
MOTLEY RICE LLC

_____

Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
HAUSFELD LLP

_____

Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

Abraham Joseph van Vuuren

_____

Signatory:
Identity Number:

SIGNED at _____ on this the _____ day of _____20__.

Kgomotso Mmathuto Molebatsi

_____
Signatory:
Identity Number:

SIGNED at _____ on this the _____ day of _____20__.

Michael Edward Courtney Murray

_____
Signatory:
Identity Number:

SIGNED at _____ on this the _____ day of _____20__.

Janet Yetta Love

_____
Signatory:
Identity Number:

SIGNED at _____ on this the _____ day of _____20__.

Sophia Kisting

_____
Signatory:
Identity Number:

SCHEDULE A

FOUNDERS

The following Persons are the Founders of the Trust:

(1) **African Rainbow Minerals Limited**, a company registered in accordance with the laws of South Africa under registration number 1933/004580/06;

(2) **Anglo American South Africa Limited**, a company registered in accordance with the laws of South Africa under registration number 1917/005309/06;

(3) **AngloGold Ashanti Limited**, a company registered in accordance with the laws of South Africa under registration number 1944/017354/06;

(4) **South Deep Joint Venture**, an unincorporated joint venture established pursuant to a joint venture agreement entered into on 31 March 1999 (and as emended from time to time) between Gold Fields Operations Limited, a company registered in accordance with the laws of South Africa under registration number 1959/003209/06 and GFI Joint Venture Holdings Proprietary Limited, a company registered in accordance with the laws of South Africa under registration number 1959/003209/06;

(5) **Harmony Gold Mining Company Limited**, a company registered in accordance with the laws of South Africa under registration number 1950/038232/06; and

(6) **Sibanye Gold Limited (previously known as GFI Mining South Africa Proprietary Limited)**, a company registered in accordance with the laws of South Africa under registration number 2002/031431/06

SCHEDULE B

INITIAL TRUSTEES

1. Abraham Joseph van Vuuren
2. Kgomotso Mmathuto Molebatsi
3. Michael Edward Courtney Murray
4. Janet Yetta Love
5. Sophia Kisting

SCHEDULE C

CLAIMANTS' ATTORNEYS

The following Persons are the Claimants' Attorneys:

the South African based law firms:

(1) **Richard Spoor Inc. Attorneys**, a company registered in accordance with the laws of South Africa under registration number 2011/011048/21;

(2) **Abrahams Kiewitz Incorporated**, a company registered in accordance with the laws of South Africa under registration number 2012/086658/21;

(3) **Legal Resources Centre**, a law clinic registered with the Law Society of the Northern Provinces and a non-profit organisation registered in accordance with the laws of South Africa with NPO number 023-004;

and the consulting law firms:

(4) **Motley Rice LLC**, a company registered in accordance with the laws of South Carolina, United States of America under registration number 75-3051732; and

(5) **Hausfeld LLP**, a limited liability partnership registered in accordance with the laws of the District of Columbia under initial file number 28181.

SCHEDULE D

LIST OF "Q(H)UBEKA CLAIMANTS" (WHOSE CLAIMS AGAINST ANGLO AMERICAN SOUTH AFRICA LIMITED AND ANGLOGOLD ASHANTI LIMITED WERE SETTLED ON 4 MARCH 2016)

AND

LIST OF "BLOM CLAIMANTS" (WHOSE CLAIMS AGAINST ANGLO AMERICAN SOUTH AFRICA LIMITED WERE SETTLED ON 19 SEPTEMBER 2013)

For purposes of this Schedule D:

(1) **Anglo American Litigation** means the claims instituted in the High Court against Anglo American which were submitted to arbitration under the Anglo American Arbitration Agreement;

(2) **AngloGold Litigation** means the claims instituted in the High Court against AngloGold which were submitted to arbitration under the AngloGold Arbitration Agreement;

(3) **Higa** means Fanna Lennox Higa; and

(4) **Withdrawing Litigants** means the persons listed in Table B below.

The list of Q(h)ubeka Claimants shall the names listed in Table A of this Schedule D, and also any other persons identified as plaintiffs in the Anglo American Litigation and the AngloGold Litigation who are not identified in Table A of this Schedule D, with the exception only of Higa and the Withdrawing Litigants.

The list of Blom Claimants shall be the names listed in Table C below.

Table A

Attached hereto

TABLE A

Given Names	Surname
Mphutlane	Adam
Mziwandile Johannes	Adam
Paulosi Ngoanannoi	Adam
Ralekhotso	Adam
Tshavata	Alam
Kipolo Mbangi	Aldodase
Xalisile Sunnyboy	Aldodase
Buyisile	Arosi
Funubuntu Swartboy	Baba
Melkani Samuel	Baca
Veleli	Baca
Underson	Bacela
Fezile	Badi
Mzoliswa	Badli
Zolani Fourie	Badu
Madyaphi	Bafana
Soere	Baholo
Joele Daniel	Balakha
Ntai Petrose	Balakha
Mgabiselwa	Balekile
Mlindeni	Baleni
Sitembele Michael	Baleni
Robane	Balindlela
John Nomadadana	Bambilanga
Khenke Enock	Bandezi
Vuyisile Arthur	Bandezi
Mzwandile Witness	Baneti
Phindile	Bangani
Mfazwayipeli	Bangweni
Jongikaya	Banjatiwe
George Mxakaza	Banjiwe
Masiko July	Banjwa
Siphiwo Wellington	Baqo
Thembalakhe David	Bartman
Gilbert Sakhephi	Base
Tsolwana	Basi
Zinyangile	Batyi
Madiliza	Bava
Simphiwe	Bavu
Samson	Bawuti
Ngxawana	Beja

Tyhotyholwane	Bekaphantsi
Wabana	Bekwa
Zixolisile Eric	Belani
T'sepo	Bele
Velaphe Abraham	Belekoane
Tseliso Fusi	Beleme
Mabuti Zimoshile	Bena
Sizukuva	Bena
Lulama Vizzard	Bendle
Mveleli France	Benya
Vuyisile	Benya
Welile	Benya
Ndodekhaya	Betiwe
Songezo Alex	Betiwe
Venson Simpwe	Bexesha
Saziso	Bhaliwe
Pumzile	Bhebheni
Mongezi Watson	Bhekaphezulu
Phikinkosi	Bhele
Full-Bank Mandlenkosi	Bhongwena
Sebenzile	Bhontsi
Qotso	Bhoqwana
Mzoli Wellington	Bhudaza
Makhenke	Bhungane
Mawethu	Bidi
Themba Wellington	Bika
Mzimkulu	Bilitane
Lethula	Binyane
Sera John	Binyane
Mzonke	Bisha
Baptista Tebatso	Bitso
Makenkese	Blayi
Tandekile	Blayi
Bonyawi Genet	Bloblongwana
Sikwedinana Lawrence	Blom
Zwelinzima	Bobani
Tyonte	Bobi
Welile Hamilton	Bobotyana
Welisile	Bobotyana
Mayibeke	Bokolo
Marekisi Alfred	Bokwana
Molikeng	Bolae

Kopano	Bolesi
Ernest Bali	Bomela
Mbhetshelwa Bomka	Bomka
Sydney Dalumzi	Bonakele
Sitaki	Bonani
Thandekile Tororo	Bonga
Vuyisile	Bonga
Sizwe Dalton	Bongani
Nkcenkce	Bonyo
Bonisile Elliot	Booi
Mbulelo Maqamza	Booi
Mtlalombi	Booi
Mzukisi Moses	Booi
Shiyekile Wilson	Booi
Zalisile	Booi
Zolile Conzinqton	Booi
Mlamli Killian	Boqo
Molefi Esau	Botsane
Ndzele	Botwana
Mafusini Wilson	Botya
Matshapa	Bova
Kadi Samuel	Bovana
Mbuzeli Livingstone	Bovana formerly Ntshebe
Jalisile	Bovungang
Khayalethu David	Boxo
Adam Dalubuzwe	Boyana
Mbukuse Jackson	Breakfast
Fanekhaya	Bubana
Simphiwe	Budaza
Mzwandile Ben	Budlela
Boyisana	Buhlungu
Nkovana Mnguni	Bukosi
Monwabisi	Bulana
Mluleki	Bululu
Abner	Bunge
Nahihi	Bungendlu
Zamile William	Bungu
Mkhuhlane	Bunzi
Baholo Petrose	Busa
Khululekile Elliot	Busakwe
Sigomani	Bushula
Mozamo	Busi
Mandisile Nelson	Buthi
Thengusile	Buthu

Dumile Using	Buti
Msikaba	Butwana
Witika	Buyeye
Thembile	Buyo
Feyinasi	Buza
Tembisile	Buzeka
Welcome Mazizi	Caba
Sibongile	Cabane
Pinana Pittman	Caga
Mlungisi	Cakuma
Luvuyo	Canga
Abraham Mtutuzeli	Caso
Mthuliswa	Cayana
Bathini	Celani
Makwiti	Cele
Phelunyaka	Cele
Patrick Zelile	Cengani
German	Cepe
Milton Ngqatsini	Cetywayo
Mohoto	Chabana
Moseli Donald	Chabana
Tseliso Russel	Chabana
Thibathere Solomon	Chaka
Daniel Tsietsi	Chakalane
Sicelo	Chako
Fai Saferi	Chao
Lepekola Joseph	Chaole
Jaime Mundau	Chauque
Dedenyaseni	Chazile
Horepang	Chelane
Motlalepula Gabriel	Chele
Seabata	Chesetsi
Bushy	Chipahura
Jojilizwe	Chithani
Supply	Chithintlaba
Bhekuyise	Chiya
Lehloenya	Chochane
Moleleki	Chochane
Maphithiza Phillip	Chonco
Ndlelibanzi	Chopela
Lentikile Johannes	Chopho
Motoali	Chopho

Mthetheleli Patrick	Chrisjan
Zakade	Chubeka
Mzontsundu	Cingo
Zwelijikile	Cingo
Myekelwa	Cobongela
Lucky Wilson	Combo
Mloselele Alfred	Cothoza
Kokose Milton	Cubeka
Zwelinzima	Cubeka
Mlamli	Cunywa
Pumzile Gideon	Cwayi
Vakalisa	Cwthe
Tsotsi	Cwyweni
Zamazisa	Dada
Thandabantu Wilson	Daele
Khotso	Daemane
Sandile	Daka
Makenkelele	Dakana
Kopolo	Dalinkundla
Nondolo Wellington	Dalinyebo
Thabang Michael	Damane
Thembowakhe also known as Tembowakhe	Damane also known as Sithule
Khulumani Timothy	Dambuza
Ayliff	Dangala
Menzile	Daniso
Mziselwa	Daniso
Piter	Danti
Mbulelo	Dawushe
Monwabisi	Dawushe
Phakamile Cornwell	Dayi
Fikile	Dayimane
Bekani Richard	Dayimani
Mncedisi	Dayimani
Sizakele	Dazini
Mbuyiseli	Dedeleki
Mahala	Delimpuku
Malusi	Delwa
Mkhuseli William	Dengana
Maqhengexana Kaizer	Deyi
Mbulelo Lewis	Diamond
Badanile Dicliff	Didiza
Mrululi	Diko

Mziwabantu	Diko
Ntethoyakhe	Diko
Mbulelo Albert	Dingalibala
Rotso	Dingalibala
Tsolobeng Lucas	Dingalibala
Mhlupheki	Dingana
Zandisile	Dingana
Vuyisile Alpheus	Dingani
Johnson	Dingela
Dlunge	Dingezweni
Khilimbile	Dingezweni
Mlise Nkosinathi	Dingindlela
Msinyane	Dingindlela
Siphiwe	Dingindlela
Ntsokolo	Dingiso
Malawana	Dini
Mkapheli	Dini
Putuma	Dintsi
Manikana	Dipa
Mapela	Dipa
Sonwabo	Dipa
Guri Gert	Dire
Gamalakhe	Diti
James Makwenkwe	Dlaba
Phillip Bantubakhe	Dlaba
Vumile Sydney	Dlakuva
Agripa	Dlamini
Boy	Dlamini
Joseph	Dlamini
Oscar Jerome	Dlamini
Simanga Mandla	Dlamini
Nomkatso Leonard	Dlatu
Mtola Milton	Dlayedwa
Ntobeko	Dlekedla
Sikhumuzo Lloyd	Dlekedla
Joseph Fumanekile	Dlikilili
Mhleli Patrick	Dlikilili
Mtutuzeli	Dlikilili
Sonwabo Jackson	Dlikilili
Tozamile	Dlikilili
Zahemvula	Dlikilili
Alfred Ndoda	Dlisani
Mziwandile	Dlokweni
Mzwandile Goodboy	Dlokweni
Wellington Tandexolo	Dlokweni

Zibele Mathews	Dlokweni
Tankie	Dlothi
Thandolwakhe	Dluthu
Tinini Jerry	Dluthu
Sandile	Dlwati
Thandabawtu Justice	Dlwati
Mncedi Wellington	Dobela
Watata	Dofi
Kalise Lennox	Dolo
Qinisile Jackson	Doni
Mqokozeli	Doyi
Mzoxolo	Doyi
Thabo Sywell	Duba
Thembinkosi	Duba
Lwayipi	Dubula
Mlamli Andries	Duda
Velaphi George	Duda
Zanemvula	Dudeni
Mongezi	Dudula
Lindile Elvis	Duka
Victor Velile	Dukada
Zivelele	Duku
Dodovu Edward	Duma
Oscar Mthethunzima	Duma
Lindela Aron	Dumalisile
Zwelithini Simon	Dumani
Mshiyeni	Dumezulu
Jongile Patrick	Dumezweni
Saziso	Dumile
Siwam	Dumile
Zamekile	Dumile
Phillip Sthembiso	Dumisa
Zibuke	Dumisa
Siphiwo	Dumiso
Sinotu	Duna
Joloza	Duze
Nkosayiphathwa	Dwayi
Ziteneni	Dweba
Zwelinkosi	Dweba
Zaphusile	Dwetya
Antony	Dyakop
Sonwabo Mathias	Dyalvan
Andile	Dyalvane
Hambile Philemon	Dyalvane
Bakhangele William	Dyani

Gcinikaya	Dyani
Mpukwana	Dyanti
Mxolisi Phillip	Dyanti
Mzamo Leonard	Dyantjie
Eric Sphiwo	Dyantyi
Mbuzeli	Dyantyi
Vusikhaya	Dyantyi
Warise	Dyantyi
Zandisile	Dyantyi
Demke	Dyasopu
Fezile elliot	Dyini
Bekwapi	Dyonase
Xhego	Dyonase
Tamsanqa	Dyonasi
Valiphathwa John	Dyonasi
Wowo Nelson	Dyonasi
Mfanandini	Dyongo
Natu	Dyosi
Zithandise	Dyosi
Reuben	Dyubele
Nomtuma	Dyubukile
Songezo	Dyusha
Fazi Welcome	Dywili
Silulami	Dywili
Zandisile Eric	Dywili
Linda Milton	Dzanibe
Sanele Ranavu	Dzanibe
Wilton Bhekamanqolo	Dzanibe
Mbulelo Clareuberg	Dzingwa
Mosiuoa	Edwa
Khoelesele Willi	Ekane
Paballo	Faba
Zolile	Fadane
Mzulelwa	Faku
Samkelo	Fakuni
Malusi	Faloyi
Zandisile	Fanangene
Mjuleni Qhola	Faneko
Mzameni	Faneko
Mbuyiseli	Fanele
Nyani	Faninye

Elias	Faniso
Gamalakge	Faniso
Mpendulo	Faniso
Joseph	Fanta
Manene Michael	Fanti
Mohau Samson	Fantsi
Ishmael Rabenki	Fanya
Lesutha	Faso
Mokhameleli	Faso
Dana John	Fatuse
Kayalandile	Fatyela
Mzimkulu Patrick	Faye
Mtobeli Wellington	Fayindlala
Welington	Femene
Qinisile	Feni
Katiso	Fetjane
Wetile	Fetshe
Lada	Fikizolo
Maroloma Thobile	Fikizolo
Bhutise	Filana
Seqaki	Filane
Nkenke	Finca
Clarence Mziwoxolo	Finye
Tshodi	Fledi
Makhosi	Fochelane
Kerhukile	Fodo
Mthobeli	Fodo
Mtobele	Fodo
Phakiso Bernard	Fokase
Sphumpu	Foli
Mzikayise Nelson Fongoma	Fongoma
Michael Teboho	Foromaka
Zamdiya	Fosi
Boy Daniel	Fou
Tax	France
William	Frans
Kululekile	Fuba
Mbuyiselo	Fubu
Daneli Khula	Fudumala
Alfred	Fudumele
Velile	Fula
Lungile	Fumbata
Vuyisile Elvis	Funani

Mvende Dickson	Fundakubi
Monwabisi Two-boy	Fundisi
Kafulani	Funeka
Zalisile William	Fusa
Dompas	Futho
Tankiso	Futho
Victor Vusumzi	Futhwa
Vuyani	Futshane
Maduna	Fuxwana
Mzuzile	Gabayena
Ben Mahlokolozi	Gabayi
Thembelani Delport	Gabula
Michael	Gaga
Sifo Welcome	Gaga
Sydwell Lwandle	Gaga
Zilindile	Gaga
Coney Mpumelelo	Gagadu
Nokwetsha	Gagula
Tatana Phillip	Gaji
Mzingisi James	Galakufa
Sebenzile	Galela
Simpiwe	Galela
Livingstone Sindile	Gamnca
Sonwabo	Gamnca
Sterdy	Gana
Zandiba	Gana
Mbulelo Jackson	Gantsho
Mntwabantu Isaac	Gaqa
Mhlophe William	Gaqavu
Sonxuthu Mzandile Swaartbooi	Gaqavu
Nontuza	Gaqela
Sipongwana	Gaqela
Myeni	Gatula
Phytumile	Gaxela
Thobile Derrick	Gayi
Sebenzile Richard	Gcawu
Mkhululi Hulton	Gcilitshane
Bonkinkosi Wiseman	Gcume
Zolile Leonard	Gcume
Whitegans Siphiwo	Gcuwa
Majana	Gebe
Sydney Mshicileli	Gebe
Zamile Cecil	Gebengana
Nkosana	Geca

Tutu	Gedesi
Mlamli	Gedze
Sonwabo Clerence	Gegesi
Mabuyeze Jabulani	Gegula
Mbuzeli	Genge
Bhekindlela Tembisile	Gentse
George Daniel	George
Malefetsane Benedic	George
Vuyisile	Gibson
Madubo Goodman	Gila
Vela	Gili
Zwelitsha	Gininda
Mtunzima	Ginya
Magadana	Ginyashushu
Mtanana Wellington	Ginyigazi
Thandumzi Victor	Gladile
Gobeni Valashiya	Gobenu
Aubrey Fundile	Gobidolo
Fundile Wycliff	Gobingca
Zanecebo	Gobo
Msimboti	Goci
Sonwabo Cyprian	Godo
Galoni	Gogo
Zelton	Gogwana
Vulithuba Witness	Golozana
Goodwill Phumzile	Gomba
Mntuwabantu Moses	Gomba
Totobi Grece	Gongo
Mzingaye William	Gongo
Plywood Zongezile	Gongo
Zolile	Gongqe
Nelson Thembekile	Goniwe
Zimisele	Goniwe
France Mzikayise	Gontsana
Mthetho	Gontsana
Mboyiselo Spencer	Gontshi
Lungile	Gosongo
Bonakele Isaac	Gowabe
Monwabisi	Gqabantshi
Dalibunga Zebron	Gqamane
Thabiso	Gqetywa
Dumile	Gqoboka
Sonwabo	Gqoboka

Mziwake	Gqokonqana
Thembinkosi	Gqolana
Vuyisile Tolman	Gqomo
Vangomnye	Gqutshuza
Fezile James	Gqwaka
Mpandlana Runny	Gray
Pat Mfanelo	Gubudu
Gideon Thimlele	Gugushe
Mzingisi	Gule
Thamsanqa Patrick	Gulwa
Jongikhaya	Guma
Mbuyiseli	Guma
Mtutuzeli Temple	Guma
Sipho Bright	Guma
Fano	Gumede
Malimangadli Lonkinki	Gumedze
Nelson Mbuviswa	Gumenke
Gideon	Gunuza
Nkosiyane	Gunyazile
Sithembiso	Gusha
Mtsiwana	Guzwana
Kapoyi	Gwadiso
Mcithi	Gwadiso
Mlungisi	Gwadiso
Mthintela Reuben	Gwadiso
Khulile	Gwagwaza
Mbeteni	Gwangqa
Pecwana	Gwanya
Silwangaye Sydwell	Gwayi
Makwezi	Gwaza
Sankwane Nelson	Gwaza
Manteku	Gwebane
Wilson	Gweda
Mhlebeni	Gwele
Zilindile	Gwentshu
Mlahlwa Jackson	Gweqweni
Thanduxolo	Gwetyana
Selifini	Gxadekile
Elson Mawetu	Gxagxa
Phumelele Stanford	Gxakuma
Isaac Bangile	Gxalaba
Ebenezar	Gxamthwana
Zalisile Joseph	Gxavu
Sipeto Sydwell	Gxekwa
Sibongile	Gxobole

Lowi	Gxothelwa
Velile	Gxova
Fota	Hagile
Wellington Manqindana	Hagile
Michael Keketso	Hakane
Matsuku Phillip	Halafu
Dyifolo	Haliva
Zama	Halu
Kheli	Hanabe
Sajini	Hanise
Zweledinga	Hanise
Lindile	Hashibi
Isaac	Hatla
Mbuso	Hayiyana
Mcengi	Helebe
Vuyisile	Heli
Mtshejeli	Hetana
Dlamini	Hezekia
Mbukaxa	Hibana
Pheletso	Hlaheng
Topiya	Hlaka
Mzwamadoda	Hlamandana
Marithiza	Hlanu
Sello	Hlapi
Liphapang	Hlaping
Sikukwazana	Hlatikulu
Lebohang	Hlaudi
Mandlakayise	Hlazo
Leloko Albert	Hlehisi
Menzeki Albert	Hlekiso
Mabhutise	Hlekiso
Nyamezela	Hlezeni
Ntoa	Hloahloa
Manene	Hlomendlini
Mathobela Paulos	Hlongwana
Sello Caswell	Hlotho
Joseph Zenzele	Hlweli
Hlalele	Hoala
Lerata Ephraim	Hoala
Rantholi	Hoelejane
Denis Diesel	Holiday
Zenzile	Holideyi

T'sokolo	Holomo
Velile	Holoza
Sigwebo	Honono
Beneventure Phakiso	Hoodi
Moreobuse Tsang Anthony	Ikaneng
Tsietsi Patrick	Ishmael
Sitanana	Jabanga
Joseph Habofanoe	Jabari
Phallang	Jabari
Tumo	Jabari
Mnonopeli Colbert	Jaca
Mhlangabezi Witlefi	Jaceni
Mzwandile Livingstone	Jack
Ndoyisile Alfred	Jack
Zilindile	Jack
Ngabisile	Jada
Siponono	Jada
Wilson Siguxu	Jada
Siyamcela	Jadezweni
Zwelilungile	Jadezweni
Braggard	Jadu
Nkosentsha Magutshana	Jafeni
Bishop Ntsikelelo	Jafta
Thamsanqa	Jafta
Hubert	Jaji
Makwedinana Eric	Jali
Mbumbulu	Jali
Sitonono	Jali
Vuyani Wellington	Jali
Papa Piet	Jalifani
Ngwedana Vulikroba	Jalisa
Ntsikelelo Bethwell	Jama
Siqelo	Jamangile
David Gcobani	Jam-Jam
Crisandus Mathakhoe	Jane
Manchafatso	Jane
Phallang Caswell	Jankie
Makalo Samson	Jantjie
Thabiso Johannes	Jase
Wellington Bolton	Javu

Esrom Sigongo	Jebese
Moeketsi	Jeke
Sibhontsela	Jekwa
Mbuti	Jele
Jamani Jongindawo	Jengqe
Julius Luthando	Jentile
Letsaba Johannes	Jeremane
Zandisile	Jezile
Macikiciki	Jezini
Zwelitsha	Ji
Edward	Jiba
Mawethu	Jiba
Samuel Valiphathwa	Jiba
Mbuyiseli Mzukisi	Jibiliza
Ntobeko Washington	Jika
Wiseman Mxolisi	Jika
Coleman Kwanele	Jikazayo
Rulumani	Jikisisu
Philemon Mahambehlala	Jikumlambo
Xolile Prizes	Jingqo
Mgutyana	Jingxeni
Namntu	Jini
Dlamini	Jinja
Mnyamana	Jinqane
Nopopo	Jizana
Msondezi	Jobela
Jobo	Jobo
Mokoto	Jobo
Sepheka	Jobo
Magaqane	John
Sikumbuza Atwell	Jojo
Thamsanqa Isaac	Jojo
Temba	Jokiya
Kolekile	Jolingana
Moses Mandlenkosi	Jonas
Tsitiso Joseph	Jonase
Mziwebango	Jongilanga
Zitumile	Jongimbila
Zakuthethwa David	Joni
Jonkomane	Jonkomane
Masumpa	Josi
Daniel Kokoana	Jousse
Jafta	Jubeni

Zamekile	Julayi
Citiyeza	Jumbuse
Kolisele	Jumbusi
Mququzeli Alfred	Juqu
Mahlongwe	Juqula
Pongwana Kenis	Jwaqa
Thamsanqa Ernest	Jwara
Molapo	Kabane
Mathai	Kabi
Ntsie	Kabi
Thabo	Kabi
Sidyekedyeke	Kabuhlango
Tembile	Kahlela
Joshua Mokhethi	Kaibane
Mzamo	Kaka
Gcinilizwe	Kalala
Vuyani	Kalazana
Thabo	Kama
Haleokoe	Kamane
Teboho	Kamohi
Mzwabantu	Kamteni
Xozumti Enko	Kanantu
Danile Samuel	Kandwana
Tsoarelo Alex	Kaneli
Nqoberu	Kanxeka
Sandi	Kanyiwe
Lithako	Kaota
Fiyo	Kapa
Halejoetsoe	Kapa
Sakhiwo Alport	Kape
Mandleni	Kasa
Khotso	Katola
Karabo	Katse
Katse	Katse
Koloi	Katse
Sello Selibo	Katse
Francis Likhetho	Katu
Moses Mokone	Katu
Ntepe Fabiane	Katu
Tsiliso Simon	Katu
Chule Moses	Katywa
Mphumzi	Katywa
Monaheng	Kau
Sibusiso	Kauta
Gwele Melvin	Kawana

Simthembile	Kawuta
Sphetho Makenke	Kaziwa
Lethusang Julias	Keketsi
Funindawo	Keliwe
Sibi	Kena
Liphapang	Kenene
Myekeni David	Kenene
Mpiti	Kepi
Thabang	Kepi
Nototo Zweliyhambile	Ketile
Sikumbuzo Moses	Ketshengane
Jama	Ketsiwe
Lindile	Ketye
Zitulele	Ketye
Nkululeko Phinius	Kewana
Ramaoka Johhannes	Kgotleng
Robert Tshepiso	Khabanyane
Leteketa	Khafa
Moeketsi David	Khahleli
Ts'ehla	Khakane
John Tisetso	Khakhane
Khaoliso	Khala
Ledisa	Khalala
Ntja Johannes	Khalane
Sampo Abiel	Khalane
Danisile	Khalazani
Motebele	Khalema
Ntaote	Khali
Ntjelepa Abinare	Khali
Sello	Khali
Zweledinga	Khali
Khauli Benard	Khalianyane
Lehlohonolo	Khalikane
Molefi Michael	Khalinyane
Mzebelele Leonard Mbiza	Khalinyane
Ts'abello	Khama
Julian Mlambo	Khambi
Ntsikelelo Edward	Khambule
Palo Jappie	Khasane
Phuthuma	Khasi
Khopotso	Khasoane
Matorose	Khatala
Thabo	Khathatse

Mahlasenyane David	Khauoe
Kwili	Khayalethu
Khaya Wilson	Khayingana
Khebe Gabriel	Khebe
Sindekile	Khebe
Matata	Khefi
Mxolisi	Khehleu
Melton	Kheka
Ntusumba	Kheliwe
Nqanana formerly Ngqakana	Khento formerly Sibango
Ncholu	Khethong
Mthobeli Michael	Khewana
Nombolilanga	Khezu
Litseho	Khiba
Eliase Taunyane	Khoabane
Khoabane	Khoabane
Motsielo	Khoaele
Tshele Paul	Khoaele
Khoali	Khoali
Thabiso	Khoali
Khoase	Khoase
Koloti	Khoase
Mara Wilfred	Khoboso
Makumane	Khoete
Motlatsi Benedict	Khoete
Tsoene Ishmael	Khoete
Thuso Joseph	Khoetsa
Thuntsane	Khofa
Sonwabo Dydums	Khohliso
Thabang	Khojane
Tau	Kholala
Lephosa	Kholikane
Tsolohi	Kholobei
Khauhelo	Kholuoe
Moremi Daniel	Khomo
Thabang	Khomonala
Lubeko	Khonkwane
Xolile	Khonkwane
Vuyisile Samuel	Khonza

Ben Motsieloa	Khooe
Ntsone	Khopiso
Malang Joseph	Khosi
Mphasa	Khosi
Mokhethi	Khotseng
Jonase Malefatsane	Khotso
Savior Phila	Khumalo
Sello David	Khumalo
Abram	Khunoane
Tatana	Khunyuza
Concor	Khuselo
Mongezi	Khwayikhwayi
Mandlenkosi	Khwini
Valiphathwa	Kibi
Mhlayifani	Kibido
Tsietsi	Kibinye
Peete	Kibiti
Zwelinjani Lazarus	Kieviet
Pallo Simon	Kimane
Gebedu	Kitshi
Sitembiso	Kitshin
Nomrod Thandisizwe	Kiva
Storo	Klaas
Thamsanqa Kleinbooi	Klaas
Zanemvula Francis	Klaas
Eric Dumisani	Klaas
Peo	Koali
Teronko	Koali
Thokoa	Koali
Kelebone	Koane
Moalosi	Kobeli
Tanko Johannes	Koetje
Fusi Michael	Koetle
Sethibi	Koetle
Monetlane	Kokoana
Tilo Ernest	Kokonyana
Paseka	Kokota
Sibongobongo Samuel	Kolakele

Tseliso Bonneyface	Kolane
Wilford Luvuyo	Kolanisi
Mokebe	Kolisang
Nkareng	Kolobe
Nxezelele	Kolobile
Thabiso	Koloi
Leqhawe	Kolosa
Kenneth Sithethi	Kolweni
Ngubelanga	Kom
Tanki	Koma
Dickson Zibuleye	Komani
Thembezile	Komanisi
Tutu	Komanisi
Xikosifikile July	Komanisi
Mncedisi	Komanisi
Zoliza Goodman	Komanya
Charles	Kometsi
Teboho Alphonce	Kometsi
Mosala	Komisi
Mbuliso	Konco
Zolile	Konjwayo
Funani Meliat	Kono
Mfundisi	Konose
Raseisa	Konote
Livingstone	Konzani
Mongedi Douglas	Kopana
Tsepo	Kori
Nyekevu Enock	Kortman
Tlokotsi Meshack	Kortman
Davide	Kosani
Sello	Kosi
Mondisa Solomon	Kotelana
Sicelo Shadrack	Kotelana
Mntungwa Euticus	Koyana
Khwezi	Kraqa
Lennox Mncedisi	Krele
Thembaliko	Kruqulo
Gwebani	Kubalakhe
Feza Patrick	Kubana
Mothakhi	Kubutu

Elliot	Kuku
Mlungisi	Kula
Sizakele	Kulu
Sikutukutu	Kululekile
Gavi Brasley	Kumalo
Zwelinzima	Kumbaca
Qakwana	Kupiso
Zakele	Kupiso
Samuel Sindezana	Kuse
Thembelani	Kuse
Nkosana Bethuel	Kutwana
Victor Sawuthini	Kwanya
Buyile	Kwaza
Mawethu Berthwell	Kwaza
Vuyisa	Kwaza
Putywana	Kwekwe
Mxolisi Eric	Kysdyan
Motiea	Labane
Mitsi	Labatala
Mokoatsi	Lakabane
Sonnyboy	Lamani
Siqwengana	Lamsi
Matywede	Landani
Mpasele	Landani
Phakamile	Lande
Mtozami	Lande
Magidalala	Lando
Mangameli	Lando
Rengqe	Lando
Zifuyele	Landule
Mishini	Landulele
Dorotile Welcome	Langa
Samson Nomiki	Langa
Solomzi Cristopher	Langa
Vuyisile Cecil	Langa
Ramantu Gilbert	Langeni
Sincewu	Langeni
Lefu	Latsi
Thandi	Lawu
Velile Bennett	Lawu
Tlali Mikaele	Leape
Tseliso Patrick	Lebajoa
Samuel	Leballo
Simon Mathadira	Leballo

Lefu Jackson	Lebata
Mpho	Lebatama
Matsau	Lebatla
Thabang	Lebeja
Maloka	Lebelo
Bulare Ishmael	Lebenya
Mosika	Lebenya
Peterose	Lebenya
Lelaka	Lebesa
Thekong	Lebeta
Motlatsi	Lebetsa
Thakali	Lebina
Lekete Michael	Leboto
Thabo	Lebusa
Leche Daniel	Leche
Lefu Nephthaly	Leche
Leronti Leche	Leche
Mahlomola	Lechesa
Mochonono	Lechesa
Mochechelekoana	Lechona
Thabiso William	Leduma
Moeletsi Johannes	Leepa
Makoaela	Leera
Rakhojane	Lefane
Petrose	Lefaphane
Langene	Lefata
Laka	Lefoka
Selebalo	Lefora
Puso Daniel	Lefu
Makhakhe	Lefuleri
Bakeng Jackson	Lehlehla
Fatso Edward	Lehlehla
Lehlokoe Eliazer	Lehlokoe
Ramakatsa	Lehlokoe
Rapoone Edward	Lehoko
Lethoba	Lejaha
Mohau	Lekao
Matela	Lekaota
Lehlohonolo	Lekarapa
Johannes Tlhoriso	Lekau
Simon Molefe	Lekau
Sechaka	Lekeba

Hlebe	Lekebe
Rets'elisitsoe	Lekeka
Tsepo	Lekeka
Thabiso Paulos	Lekgoasa
David Malefetsane	Lekhafola
Enoch Thabo	Lekhanya
Michael Thabiso	Lekhanya
Sechaba	Lekhari
Teboho Gladwell	Lekhatlanya
Petrus Ntseno	Lekhema
Tau Aron	Lekhera
Setlai Edward	Lekhoana
Moeti Isaac	Lekhoera
Matsoberane	Lekhooa
Leloko	Lekhooana
Sino Francis	Lekhooana
Seisa	Lekhotla
Ezekiel Ratjomose Keketsi	Lekhotso
Rapiti Augustinus	Lekhotso
Simon Suping	Lekoane
Jobo Mosoeu	Lekolome
Zwelenkosi	Lekwa
Retselisitsoe Imon	Lelia
Lekhokolo	Leluma
Mekhoa Francisio	Leluma
T'soeuoa	Leneha
Mosiuoa Obert	Lenkoane
Lebamang	Lenkoe
Lenkoe Alphonci	Lenkoe
Rantaoleng	Lenoesa
Hlalefang	Lenong
Thabang Alloys	Lenyane
Zithulele Samuel	Lenzi
Makhasane	Leoma
Shishila	Leoma
Rasebina Albert	Leoto
Makhele William	Lepekola
Pheello	Lepekola
Mothepu Simon	Lepelesana
Nyayi Jackson	Lephafa
Jeremiah Lekhotla	Lephalo

Setime	Lephatsi
Mokoi	Lepheana
Motheo	Lepheana
Phamotse	Lepheana
Kutoane	Lepheane
Thabo	Lephema
Eric Makhobalo	Lephole
Qoabi	Lepitikoe
Mako Petrose	Lepolesa
Moshoeshoe	Leqabanyo
Caswell Palo	Leqele
Mpho Newman	Leqoa
Bernett Jacob	Leraisa
Molete David	Leroi
Mole	Leroibaki
Mahlomola	Leroiboki
Thato	Lerotholi
Mafa	Lesaoana
James Ntefeng	Leseli
Mosuoe John	Lesenya
Miri	Leseo
Thabang	Leseo
Muso	Lesetla
Tumelo	Lesetla
Keentseng Nicolas	Lesia
Molelekoa Johannes	Lesiea
Tanki	Lesitha
Lekhooa	Lesofe
Tseliso Felix	Lesutha
Teboho Ebenesar	Letanta
Mosala Abel	Leteane
Sampi Johannes	Letebele
Rabohou Joseph	Leteka
Leteketoa	Leteketoa
Mocheko Albert	Letele
Tsele	Letele
Kaana Robert	Lethala
Tsela	Lethena
Ishmael Thabo	Letho

Lethoba Alois	Lethoba
Ts'otleho	Lethoba
Lebenya	Lethola
Paulosi Lethola	Lethola
Kopano	Lethunya
Mpeole	Lethunya
Moshoeshoe Paulos	Letjeba
Likotsi Albert	Letjeloane
Morero Michael	Letjelwane
Litsatsi Bernard	Letlala
Tsotang	Letlala
Khotso	Letlotlo
Moramang Mathias	Letlotlo
Maqalika	Letoao
Ramotloheloa	Letsaba
Thankiso Abiel	Letsaba
Kabi	Letsae
Molikoane Petros	Letsatsi
Makafane	Letseka
Paseka	Letseka
Richard Moleleki	Letsela
Thesele Francis	Letsela
Moeketsi	Letsella
Robert Nyamana	Letsheka
Joseph Tsitso	Letsie
Maoala	Letsie
Shebang	Letsie
Teboho Ernest	Letsoala
Leteketoa Samuel	Letsoara
Ramanamane Mosekana Michael	Letsoara
Machela David	Letsoha
Seeabata Michael	Letsoha
Boy	Letsohla
Malefane Pascalis	Letsoma
Isaac Nthabiseng	Letsooa
Topo	Letsotsi
Mocheku Clementon	Letuka
Johannes Tsotetsi	Letyelwane
Nkoebe	Leutsoa
Maplayiti	Leve
Fekethile	Leyizana
Libode	Libala
Ntsikelelo	Libazi

Mohkothu	Lichobla
Mokhali	Lijane
Mohlouda	Likaleke
Mohau	Likao
Edward Likotsi	Likhang
Letsela Issac	Likotsi
Foko Benedict	Lillane
Motlalepule Francis	Lillane
Tsolo	Lindani
Mlungisi	Lingela
Vulituba	Lingeni
Sello	Linono
Lenkoe	Linyanenyane
Tefo Stephen	Lipholo
Rankoe Andreas	Liphoto
Rametsi	Lipoho
Ntabo	Lira
Nako	Lisema
Francis Jack	Litaba
Tebello Samuel	Litaba
Leeto	Litlhakanyane
Norman	Liwane
Sibha	Liwani
Tozamile	Lize
Daniel	Loape
Alson	Lobi
Mzoxolo	Lobi
Stuart Tseliso	Loke
Kunase	Loli
Mandla	Lolo
Thami	Lolo
Nololoti Enoch	Lolosi
Vuyisile	Lolwana
Butana Patrick	Lose
Mthetho	Lubala
Sivuyile	Lubuzo
Zamxolo	Ludada
Wellington	Ludaka
Samuel Sipho	Ludidi
Langalitshoni Vumusizi	Ludiwu
Siphuhlu	Ludziya
Thubeni Jackson	Lufele

Mpasana	Lukhozi
Nkululeko	Lukhozi
Zongezile	Lukhozi
Sigananda	Lumanyo
Bhungani William	Lumatha
Simthembele	Luse
Sabelo Alton	Lusiki
Monwabisi	Luthi
Mninikhaya Herbert	Luthili
Mthuzimele Patric	Luthuli
Thembinkosi Alson	Lutshaba
Fuzile	Lutshetu
Mangisa	Lutshetu
Matholenqu David	Lutshetu
Pakela	Lutshetu
Mtuwenyani	Luvulweni
Jara	Luvuyo
Norman	Luzipho
Fuzile	Luzwati
Sekhobe Michael	Maama
Kapari	Maapea
Phalo	Maapea
Lunga	Mabadi
Sipho Abel	Mabadi
Sibuliso	Mabalane
Thabo	Mabaleka
Bulelani	Mabandla
Shakhakutshiwo	Mabandla
Mzwandile Willy	Mabantini
Adolfo Mabusetsa	Mabathoana
Johannes Mpaphang	Mabatla
Lekhesa Ernest	Mabea
Ramokase Augustina	Mabea
Mphate Bartholome	Mabejane
Samkelo Cleverman	Mabele
Siboko	Mabenyane
Molapo	Mabetha
Nkosipendule	Mabhoza
Wayizwela	Mabhulini
Rexeni Ernest	Mabhulu
Mninawe Looker	Mabija
Bheki Joseph	Mabindisa

Dingane Joseph	Mabindisa
Phumzile	Mabindiza
Khafa	Mabitso
Moorosi Clement	Mabitso
Koee	Maboee
Mlebe	Mabongo
Nkosana	Mabongo
Mopeli	Maboso
Kopano Petrose	Mabote
Mojalefa Barnard	Mabote
Mbuzeli	Maboza
Siyabulela Alson	Mabuda
Teboho	Mabula
Gwembetshe	Mabulu
Simiao Mendes	Mabunda
Maxon Nomagwengwe	Mabungela
Khayalakhe Abraham	Mabusela
Mxolisi Billy	Mabutho
Ratshela	Mabuya
Patrick Vuyisile	Macala
Jaime Jorge	Macamo
Siyabonga	Macatshana
Matosi John	Macelesi
Makae	Machaba
Ngakana Washington	Machaea
Raphadi Jerry	Machaka
Tungulwana Elphus	Machatshana
Johannes Machesa Tani	Machesa
Leeto Ishmael	Machobane
Mongameli	Maci
Lathile	Macibela
Mfundisi	Maciki-Ciki
Thompson Mzawudini	Macingwane
Vincent	Macingwane
Taruni William	Mack
Pumzile	Macozoma
Sibusiso	Macwili
Zola Timothy	Madadasa
Makalishi	Madala
Khethani Donkie	Madebe
Mgangato	Madengwane
Qhashalala	Madengwane
Mlekeli Michael	Madikana

Junde Michael	Madikane
Mteteleli	Madikane
Ndabazoxolo	Madikane
Pumalanga	Madikane
Zwelinzima	Madikizela
Mtaleni	Madizeni
Vakaliso Desmond	Madlakana
Sabata	Madlakani
Thembinkosi	Madlala
Lindiso Aaron	Madlavu
Zekile	Madlulela
Boltas Mandisi	Madolo
Mlindeli Bethwele	Madolo
Zingisa Enock	Madonyela
Fudumele	Madulini
Mgwegwelele	Madulini
Bende	Madulini
Mankazana	Madulwini
Telford Mbidiyane	Madwantsi
Teyise Saunders	Madyóngolo
Goloza	Madyosi
Simayile	Madywabe
Mfazweni	Madywantsi
Keke Hempson	Mafa
Seabata	Mafa
Lejone	Mafale
Sentso Clement	Mafatle
Johannes Molefi	Mafayisa
Petros Buti	Mafereka
Tlalinyane Nehemia	Mafereka
Thabo	Mafereka
Sebolai Francis	Mafeto
Jackson Zitotose	Mafikwana
Samuel Sekara	Mafisa
Bogosi Jack	Mafora
Nkosifikilo Samuel	Mafu
Gcinani	Mafumana
Vela Patrick	Mafumbuka
Linganisa Matlas	Mafuna
Winard	Mafuna
Zwelicwelile	Mafuna
Abednego Makhaya	Mafunda

Dana	Mafunda
Magi	Magade
Silulami Stanley	Magadla
Simon	Magadla
Vusumzi	Magadla
Zwelibanzi Ephraim	Magadla
Sipho Lisco	Magagula
Mncedisi	Magalela
Mzimkulu	Magalela
Sigodlo	Magamu
Thanduxolo Loxton	Magayana
Khephu Milton	Magazi
Malgas	Magcina
Thothi Patric	Mageduka
Mpikelephi Peter	Mageduka
Vuyisile Solomon	Magengelele
Obiba	Mageyi
Adams Mnyamezeli	Magidigidi
Sifixe	Magilitana
Mncedi Michael	Magoda
Mashiya	Magodongo
Elias	Magofola
Mguntuse	Magolo
Gompo Joseph	Magoqwana
Mzukisi Alfred	Magoqwana
Thabo	Magoxo
Stonga Stanford	Magqaza
Mncedisi	Maggo
Fundisile	Maguga
Mncedisi Welton	Magula
Gibson	Magwa
Jongikhaya	Magwa
Vukile	Magwaga
Alton Kelekele	Magwangqana
Zola	Magwanya
Thamsanqa	Magwaza
Siphiwo Godfrey	Magwevana
Malibongwe	Magxunyana
Ngoyama	Magxunyana
David	Mahala
Zwelithini	Maham
Fezile Cyril	Mahamba
Ncedile Gideon	Mahamba
Totiyo	Mahamba
Mhlangenqaba	Mahambehlala

Tlala	Mahamo
Thabiso Michael	Mahantane
Letseka Elia	Mahao
Sekake	Mahapa
David	Mahase
Ephraim Pheane	Mahase
Eseu Tlali	Mahase
Phole Michael	Mahase
Tsepiso Johannes	Mahatikele
Mabhalana	Mahelu
Makweukwe	Mahelu
Fohloane John	Mahemu
Sandile	Mahlafuna
Mokhethi Gladstone	Mahlaha
Preston	Mahlahla
Nkokoto	Mahlakisa
Vumile	Mahlanyana
Tsidiso Joseph	Mahlapa
Lekeba	Mahlapha
Mzwandile	Mahlathi
Sinki Lukas	Mahlatsi
Teboho	Mahlatsi
Jubillee	Mahleke
Moloantoa Michael	Mahleke
Motsosi Simon	Mahleke
Lesaoane	Mahlekenyane
Themba	Mahlinza
Lucas Moletse	Mahloko
Thapelo	Mahloko
Tebello	Mahlomola
Mandla	Mahlontlo
Zweliwile	Mahlontlo
Thabiso	Mahoholi
Lesole	Mahole
Modisaotsile Lucas	Maibi
Moitheri	Maile
Hamantus Katleho	Maime
Edward Thato	Maisa
Moshe Moses	Maisa
Malejoetsoe	Majake
Mbedesho Elliot	Majalamba
Bongani	Majalaza

Potoketsi	Majara
Zilindile	Majavele
Mzwabantu Johnson	Majebe
Moroma Lesole Joseph	Majeoa
Makwedini	Majiba
Victor Vuyani	Majikijela
Mazibuye	Majo
Thakali	Majoe
Bhekilizwe	Majola
Lekoa Benath	Majoro
Xeshalakhe	Maju
Ketani	Majuqu
Mzuvukile	Majuqulana
Gintiza Henry	Maka
Abednego Serame	Makaba
Morero	Makae
Pelaelo	Makalane
Nkululeko Civilisation	Makalima
Lunga	Makama
David Matala	Makamole
David Tello	Makamole
Ezekiel Khathatso	Makamole
Mokoto Alfred	Makamole
Ntsuipi	Makamole
Wycliff Pholoho	Makamole
Manko	Makana
Mpendulo	Makanda
Tsokolo Constantinus	Makara
Jerry Sibulelo	Makasi
Jengqwayo	Makawula
Thabo	Makayi
Mabantana	Makekana
Makhaya	Makeleni
Mthetheleli	Makeleni
Mthetheleli	Makepula
Lepolesa	Makesi
Keitseng Joel	Makgetha
Mahloana	Makha
Daniel Zikhali	Makhaba
Vusumuzi Patrick	Makhaba
Khopiso	Makhabeng
Sithembiso	Makhafu

Alexis Masilo	Makhakhe
Makibitle	Makhale
Mbongeni Alfred	Makhamba
Lesole	Makhasane
Moeketsi Makhasone	Makhasane
Motloeng	Makhasane
Phalane	Makhasane
Thabo	Makhasane
Tseko George	Makhasane
Mokhethuwa Patrick	Makhathane
Zwane	Makhatsane
Sindezama	Makhaza
Sebata	Makhele
Velile Alfred	Makhene
Josiel Lepheta	Makhetha
Makhethanyane	Makhetha
Photo Fillip	Makhetha
Thabo Petrose	Makhetha
Tlohang	Makhoa
Fusi	Makhoathatsa
Tohlang	Makhoebe
Siwongile	Makhonkco
Thabo	Makhooa
Jackson Sikokiyane	Makhosonke
Ishmael	Makhothu
Assa Motlou	Makhotla
Lerata Jeremia	Makhotla
Tumeli Edgar	Makhotla
Dolphus Joseph	Makhunga
Letsepisa	Makhutla
Thato	Makhutla
Tabiso	Makhwayiba
Zimama	Makhwenkwe
Matarapane	Mako
Thabo	Makoa
Tasi	Makoba
Khathatso Benedict	Makoko
Makoko	Makoko
Paseka	Makoko
Wilson Mlungisi	Makokwana
Samson Richard	Makoloane

Malete	Makompo
Moreko	Makompo
Mosuoane	Makopela
Edwin Mohalenyane	Makotoko
Likalla	Makotoko
Makhobalo	Makotoko
Lennox Dalumzi	Makrola
Alfred Mbambezeli	Maku
Hokisi	Makubalo
Mfaniswa	Makubalo
Thabo Goliath	Makubalo
William Mfuneko	Makubalo
Vakutshiwo	Makudliweni
Nthofela	Makula
Tahleo Clementi	Makula
Nicholas Hlomellang	Makumane
Wilson Tlokotsi	Makumane
Lefu	Makume
Setefane Nyapane	Makume
Zilumnkele Attwell	Makunga
Napo Samuel	Makutoane
Vikile	Makwayiba
Lungile	Mala
Matjeka	Malabulabu
Gcinikaya	Malalanga
Lugwadu	Malamlela
Lisema	Malane
Tsebeletso	Malau
Lepekola	Malebanye
Katleho	Malebo
Leonard Nkosinathi	Malefane formerly Ndingadinga
Adam Thabang	Maleke
Pheletso Petrus	Maleke
Fuzekile Ernest	Malgas
Siphiwo Patrick	Malgas
Smilo Samuel	Malgas
Themba Morgan	Malgas
Bonakele Jonathan	Mali
Tatise William	Mali
Huwert	Mali

James Tsie	Malibeng
Lebohang	Malibetsa
Abia Taoana	Maliehe
Elliot Matsutsu	Malisana
Maliwa Mbuzeli	Maliwa
Velile	Maliwa
Calestus Mafereka	Malope
Micheal Lekhooa	Malope
Monyau Vincent	Maluke
Ntlanga	Malungisi
Thomas Langa	Malusi
Mtazela Tsilimbela	Maluzane
Didisa	Mamana
Nambila	Mameri
Pheko	Mamooe
Ndondokupela John	Mampangashe
Phindile Elliot	Manca
Mpendulo	Manciya
Mlungisi Ezai	Mandela
Skhulana	Mandi
Matshi	Mandla
Kutukutu Prince	Mandlana
Myalezi William	Mandlavu
Bodoza	Mandleni
Kopoko Ananias	Mandondo
Kheleli	Manele
Mzwandile William	Maneli
Yedwa	Mangali
Mphetheli Patron	Mangali
Muntu	Mangaliso
Vuyani Wellington	Mangase
Doctor	Mangele
Japan Thomas	Mangena
Khawulezile	Mangina
Mxolisi Jerremia	Manginingini
Lungisani	Mangqishi
Tembile	Mangqishi
Franscisco Macoluane	Manhique
Phumlani Orin	Mani
Ephraem Congo	Manikela
Monde Alfred	Manikivana

Mzwandile Michael	Manikivana
Colbert Hlupheka	Manimani
Sabata Petrus	Manka
Kisimisi Paulos	Mankayi
Zamela	Mankwenkwana
Tseliso	Manosa
Mcengelwa Headman	Manqeza
Maqhakeni	Manqina
Leqile	Mantana
Nkosixolile	Mantashe
Thamae	Manti
Tolose Stanley	Mantshongo
Mbanda	Mantyi
Mathekude	Mantyi
Bantana	Manxiwa
Zatshindaba	Manxiweni
Phillip	Manyadi
Nkosivile Trywell	Manyana
Noki Stoffel	Manyanesa
Lifalitenjwa	Manyangaza
Bonisile	Manyanya
Mxolisi	Manyela
Zola	Manyoba
Cypril Tsietsi	Manyokole
Esiah Ramohoto	Manyokole
Joseph Moloma	Manyokole
Mbuku	Manyonga
Tahieho Paulus	Maoela
Thebe David	Maoela
Tlohang	Maoeng
Mbuyiselo	Mapasa
Makhaya	Mapatwana
Simphiwe Godfrey	Mapekula
Samuel	Mapelo
Vucisango	Mapenyana
Pitso Pauluse	Maphala
Teboho	Maphalani
Khonzaphi	Maphanzela
Henk Tyotyo	Maphasa
Leqetso	Maphathe
Phakamile	Maphathwa
Tawuse Greatman	Maphekula
Joshua	Mapheleba

Tabakholo Bernard	Maphephe
Thabakholo	Maphephe
Morema Samuele	Maphokoane
Ndikho	Maphongwana
Leonard Linda	Maponya
Molahlehi France	Mapota
Sinawana	Mapotoza
Sebastiao	Mapulango
Yosani	Maputsha
Zehamba	Maqamndana
Madodana	Maqandela
Kabelo	Maqapalla
Mahlomola Nathanael	Maqapalla
Mthuthuzeli	Maqashu
Tembisile	Maqebula
Herman	Maqeda
Sindamfana	Maqelana
Mohlelefu	Maqelepo
Magontsi	Maqetseba
Zibangele	Maqhoga
Mfowethu	Maqhutvyna
Wali	Maqotseni
Mpendulo Willington	Maqume
Sonwabile Victor	Maqutywa
Vongo Vongo	Maqwatini
Sebenzile	Maqwelana
Dingiyeza	Marafana
Napo William	Marake
Magalelwa	Maralatiyana
Boshoane Ernest	Maramane
Mbuytselo	Maramnco
Mlungisi	Marasha
Nkosinathi Richman	Marasi
Monwabisi Alfred	Marawu
Ntanyaza	Marawule
Motsekooa	Mareka
Mninawe Welcome	Marepula
Lekhoa	Mariti
Mataleng Michael	Mariti
Malefetsane	Maroba
Vuyisile	Marongo

Legakwe Willem	Marope
Soyisile Wilson	Martiens
Thabo Joseph	Marupinyane
Samson Thembinkosi	Marwanqana
Ranteke	Masaku
Khaya Wilfred	Masala
Mbuyiselo Samuel	Masali
Lekhetho Shadrack	Mase
Boyce	Masebe
Daniel	Maseka
Hlonihphile	Masela
Leonard Mhlupheki	Masela
Vusumzi	Maseleni
Mbama Michael	Maselwa
Zolile Amos	Maseti
Joseph Sello	Mashaba
Salemone	Mashabathe
Lindela	Mashalaba
Mzubanzi Win	Mashalaba
Lekhooana Joseph	Mashale
Ramotubei	Mashale
Julias Mahlele	Masheane
Sefika	Masheane
Sello	Masheane
Radishoto Morris	Mashiane
Pakamile	Mashibini
Makeke	Mashiya
Mochaka	Mashoabathe
Mosiuoa	Masia
Mahlomola Willy	Masiea
Joel Lefu	Masienyane
Lethena	Masilo
Monaheng	Masiloane
Lithapang Benjamin	Masitise
Tokonye Samuel	Masiu
Vuyani Alfred	Maso
Absalom Mboneni	Masondo
Simione Laiwane	Massinguile
Tefo	Masuke

Sekake Dyke	Masunyane
Mosobe Nathanoel	Masuoe
Koenaesele Litsebe Elivas	Masupha
Leluma Malumise	Masupha
Moeketsi	Masupha
Moeketsi Simon	Masupha
Pheliso Bernedick	Masupha
Rankoebe	Masupha
Mninikhaya Maxin	Maswana
Mthobeli Elvis	Mata
Khotso Alvonci	Matamane
Sandluze	Matambeki
Nyaniso	Matayo
Thabiso Eliazor	Matebesi
Cornelius Lenkoe	Matee
Tsepo	Mateka
Johannes Sello	Matekane
Matibi	Matela
Poho	Matela
Tankiso Petrose	Matela
Sello	Matelile
Ntsala	Matete
Tayi Nelson	Mateyisi
Tyelinzima	Mateyisi
Michael Zakhele	Mathambo
Lethabela	Mathe
Matutyu Penloot	Mathebe
Thabang	Mathebekoane
Katse Joseph	Matheu
Ngilise Philemon	Mathibe
Mbuzeli	Mathiso
Molise Moses	Mathoka
Edwin Mosala	Mathole
Thembani	Matholengwe
Dibika	Mathongo
Tlhoriso	Mathope
Msolongile	Mathunzi

Mnikelo	Matika
Matobaku	Matima
Sebuti Sidwel	Matima
Zinyusile Gertjie	Matiso
Lereng Ernest	Matitibala
Xoxi Braveman	Matiwane
Moeti Anthon	Matla
Gerard Matlali	Matlali
Samuel	Matlali
Tholang	Matlali
Leloko	Matlapeng
Masiphole	Matli
Sello Martin	Matlosa
Sempe	Matobako
Lazaro Makalo	Matobo
Teboho Johannes	Matobo
Elliot	Matola
Mzimasi John	Matola
Sapulelo	Matola
Zola	Matola
Temba	Matola
Andile	Matolweni
Thembekile Wilson	Matomane
Lumko	Matoti
Seimone	Matsaba
Joseph Seakate	Matsasa
Tumo Petrus	Matsau
Lebohang Jonas Pokola	Matsela
Tseliso Sidwell	Matsepe
Mthuthuzeli Jackson	Matshange
Fikile Wellington	Matshaya
Sello Ishmael	Matshela
Siyabonga Aster	Matshitsha
Petixolo	Matshoba
Pondi Nimrod	Matshoba
Tembekile	Matshwilitshwili
Sebele Thekiso	Matsiee
Lebamang Michael	Matsinyane
Ralechate	Matsoara
Daniel Matsoele	Matsoele
Mpopo Andrias	Matsoele
Rapotsoe	Matsosa

Hanese	Matsoso
Patso	Matsoso
Tholang	Matsoso
Toka	Matsoso
Mantlentlambo	Matsoyana
Thulani	Matsweba
Tanduxolo Isaac	Matu
Motosi Patrick	Matubatuba
Khoarai Simon	Matube
Mzinto	Matyala
Dlangamadla	Matyhofana
Bongani	Matyholo
Salis Ndoyisile	Matyobeni
Welile	Mauithani
Jackson Thabang	Maumo
Zingisile	Mavango
Kaya Cyril	Mavata
Nomngana	Mavelana
Baleni	Mavili
Sicelo	Maviya
Msongelwa	Mavukuthu
Zwelake	Mavumengwana
Bobo	Mavuso
Zamukulungisa	Mawongile
Daliwonga Alfred	Mawu
Tobile	Mawu
Amos Pakamile	Maxamba
Mpo Hloyixa	Maxatase
Mzolisi Headman	Maxazana
Mlandeli Fellix	Maxengana
Gameli Bangwayo	Maxhala
Sithandiwe	Maxifa
Bhenisa Kortman	May
Motinyane	May
Sinyuko Samuel	May
Zamva	Maya
Zitulele	Mayaba
Jeffry Sandile	Mayapi
Xolile	Mayapi
William	Mayekiso
Mhlaselwa	Mayeyeni
Sindisa	Mayibenye

Nontotolo	Mayibenye
Sonyamfu	Mayihlabane
Zimoshile Richard	Mayo
Phumelele Washington	Mayoyo
Gqangaza	Mazambane
Tozamile	Mazantsana
Mahonono	Mazeka
Juliao	Mazive
Siyabulela William	Mazoko
Mluleki	Mazongolo
Nkosentsha	Mazula
Mtutuzeli	Mazutu
Matsotoyi David	Mbaba
Zitulele	Mbabama
Mntuzimele Douglas	Mbabane
Santya	Mbajwa
Samkelo	Mbakaza
Mtandiswa	Mbaki
Falinzima Joseph	Mbaku
Zakele	Mbalekwa
Koli	Mbali
Delibandla Jerry	Mbalo
Zenzile Robinson	Mbalwa
Mzwabatembu Hamilton	Mbambisa
Kabelo Fumanekile Alfred	Mbamuwa
Keti	Mbana
Sinyopho	Mbandelo
Ngcayo	Mbandezelo
Mziwamadoda Alfred	Mbane
Mveni	Mbangani
Bekayeke	Mbangatha
Denis Nqenqe	Mbangatha
Danisile	Mbangisane
Nozaku	Mbangwa
Zuzekile Elliot	Mbangwa
Madikizela Dutchman	Mbanjwa
Robert Mcanuvele	Mbanjwa
Mzwadile Hamilton	Mbasa
Sithomo	Mbasana
Mpilo Grifeiths	Mbava
Nogxotana	Mbava
Phillip	Mbayi-Mbayi
Ephraim William	Mbebe
Balekile James	Mbebe
Cofimvaba	Mbeki

Ndiphe	Mbeki
Melvin Ntloko	Mbeki
Fumanekile	Mbekwa
Mongameli Michael	Mbekwa
Joe Linderman	Mbele
Litabe Samuel	Mbele
Mthuthuzeli Vivian	Mbele
Sipho Caswell	Mbele
Tabile Beatus	Mbele
Kleinboyi Danile	Mbenene
Mbuyiseli Nicholas	Mbengashe
Thelenzima	Mbengo
Juskeyi Zakhele	Mbenyane
Fanisile	Mbhole
Speto Douglas	Mbi
Amos	Mbiko
Fezekile Perfect	Mbiko
Mapelo Oswell	Mbiko
Phindile	Mbiko
Velaphi Jack	Mbikwana
Makayandile	Mbinda
Ntsikelelo	Mbinyashe
Zandisile	Mbinza
Ntozakhe	Mbira
Zolile	Mbiyo
Mlungisi	Mbiyozo
Judgemen Venene	Mbiza
Mdomka	Mbiza
Mphathiswa Sibson	Mbiza
Mthihli	Mbiza
Sahlukene	Mbo
Tshiyekile	Mbodlongo
Sirutshu	Mbofiti
Sabelo	Mbokodi
Mangena Leonard	Mbolekwa
Sandile Learnford	Mbolekwa
Nkosemntu	Mbolompo
Gutsoni Fani	Mbombo
Popotyi	Mbombo
Sandile Wellington	Mbona
Donald	Mbonambi
Phinius	Mbonambi
Siyabulela	Mbongeni
Pumzile Washington	Mbongwana
Mzolisi Anderson	Mbono

Mxolisi	Mboshane
Kwepile	Mbotyi
Ntlangula	Mboxwana
Benjamin	Mboyi
William Kholisile	Mboyiya
Nogcule	Mbulawa
Oliphant	Mbulawa
Petros	Mbulelo
Mbulunga Zinakile	Mbulunga
Sizile Julus	Mbunjana
Dumisani	Mbuntshu
Pumzile Macdonald	Mbusi
Mbuyeleni	Mbute
Sibongile	Mbutho
Makhuluskopu	Mbuti
Mpoxo	Mbuzeni
Lizo	Mcaba
Sicelo	Mcaba
Thozamile Thozman	Mcakula
Nyezi	Mcakuvana
Phuzile Thomas	Mcapukiso
Simon Mluleki	Mcence
Sithembele	Mcetywa
Mpikelwa	Mcingelwa
Vikela	Mciza
Shelter Solomon	Mcolo
Vuyani	Mcolo
Malibongile	Mcoseli
Johnson Mcotshana	Mcotshana
Monwabisi	Mcotshana
Kulani	Mcotsho
Maqambulana	Mcubhe
William Sihlangwanae	Mcwabane
Linda Mxolisi	Mda
Lucky	Mda
Kholekile Ruben	Mdaka
Mtetunzima	Mdalana
Nzimeni	Mdaniso
Matase	Mdayi
Sandile Jeremiah	Mdepha
Bonani Nelson	Mdibaniso
Thamsanqa Redman	Mdidimba
Mwezeni	Mdimbaza
Mlungisi	Mdingi
Mzwamadoda Wiseman	Mdingi

Sigugu Victor	Mdishwa
Tembekile	Mditshwa
Wiseman Linda	Mdlalo
Nyawozeroro	Mdlandlathu
Jujuju	Mdlayo
Mbuliswa Tispuni	Mdledle
Dumile Wellbeloved	Mdleleni
Vulindlela	Mdoda
Monwabisi	Mdodana
Benkinkosi	Mdongwana
Dumisani Dickson	Mduba
Thamsanqa Victor	Mduna
Colbert	Mduntsu
Bathini William	Mdunyelwa
Zanemvula	Mdunyelwa
Zwelakhe	Mdunyelwa
Sibulelo Mount-joy	Mdutyana
Mbuyiselo	Mdwebu
Zithulele Wilson	Mdyidwa
Silulami	Mdzanga
Mageba Geelbooi	Mehlo
Steven Ntobeko	Mehlo
Nkosiyakhe William	Mehlwana
Ndoneni	Mei
Fulani	Meje
Bhutityi Wilson	Meje
Luyanda Perfect	Melamane
Makhasandile	Melane
Mokhelo Peter	Melato
Tseleng Abednego	Melato
Mvuselelo Mabhele	Melgane ,
Tsietsi Elliot	Memane
Mncedisi	Memani
Zola	Memani
Theophilus Mthobi	Meme
Mzwamandla Lucas	Mendu
Ndakuxela	Mendu
Tolikile	Mendwana
Zilungisele Mphindiswa	Mendwana
Mgisheni Milton	Mene
Pakiso Raphael	Meno
Simphiwe	Menzi
Sandi Simon	Menziwa
Mziwamadoda	Mesatywa
Mawaka Wilson	Meshu

Makolwane Doctorberg	Metshu
Kereo	Metsing
Lulamile	Metu
Danise Attwell	Metula
Magoje	Meukella
Mtonjeni	Meva
Goodman	Mfabana
Sitembiso	Mfakadolo
Raymond Sipho	Mfaxa
Mthenjwa	Mfedu
Siyabulela	Mfeketho
Bonakele	Mfeketo
Yekile	Mfengu
Edicott	Mfenyana
Dumile	Mfiki
Sixuku	Mfino
Lumkile	Mfinyongwana
Pikinini	Mfono
Sikenkile	Mfulana
Mcameni	Mfundisi
Mlungwana	Mfundisi
Lunga James	Mgabile
Sithembiso	Mgabo
Pumzekile	Mgadelwa
Bomfelix	Mgadi
Mlahleni Makawusi	Mgadi
Patrick Mongezeleli	Mgagule
Dlekile	Mganeli
Mandlenkosi Farrington	Mgca
Zwelinzima Ben	Mgcini
Makhandawule	Mgcubhe
Phillip	Mgebesi
Mncedisi Wiseman	Mgemane
Mzimkhulu Washington	Mgengo
Xozumti	Mgeseni
Carlton Bongani Mgijima	Mgijima
Ernest Mziwenkosi	Mgijima
Tarwini	Mgilisa
Nhanha	Mgingai
Msebenzi	Mgkekwana
Mlimbeli Benjamin	Mgoboza
Mkhokeli	Mgodlo
Tembinkosi Bethwell	Mgojo

Vusumzi	Mgojo
Mawethu	Mgotshana
Milton Velisa	Mgqadaza
Kwanele Firestone	Mgqoboka
Risi	Mgqokonqana
Vuyisile Therence	Mgubanto
Gilamafomu	Mgubo
Sibongile Wilfred	Mgudlani
Christian Fanele	Mgumane
Pensile	Mguye
Zanele Alfred	Mguzulo
Zilindile Michael	Mgwayi
Zithengise Mani	Mgwayiba
Phindile	Mgwebi
Queenie	Mgxadada
Mawayika	Mgxinywa
Mxolisi Foster	Mhani
Jack Mfanyana	Mhlabeni
Spinini	Mhlabeni
Mbulelo Ephraim	Mhlakazi
Khothatso	Mhlalamba
Luthekile	Mhlalekho
Fezile Simon	Mhlana
Siyabulela Sydney	Mhlana
Sizakele	Mhlangula
Mcotana	Mhlantana
Zithulele	Mhlatyana
Ntumbeza Joshua	Mhlauli
Gideon Khowakhe	Mhlongo
Maboyisana	Mhlonhlo
Mzameni	Mhlontlo
Bunga Gokati	Mhluzi
Booi Mongezi	Milandu
Myekeni Wilson	Miltuff
Nkwenkwana	Mini
Zenzile	Mini
Johannes	Miya
Zalisile	Mjali
Bonisile	Mjamba
Richard	Mjandana
Stephen Sampi	Mjandane
Magudu	Mjanyelwa
Fani	Mjele
Notutu	Mjikelwa
Nowatuwantwana	Mjikilizo

Peter	Mjiwu
Zamikaya Wiseman	Mjojozi
Ellias	Mjoli
Tembekile	Mjongozi
Zanemvula	Mjuleka
Zencedile Joel Mayapi	Mjuleka
Julius Mongezi	Mjuleni
Jojweni Thozamile	Mkaba
Zwelitsha Norman	Mkabile
Mncedi	Mkalipi
Mntu	Mkalipi
Similo	Mkamndeli
Mcengelwa	Mkebenkebe
Mlamli	Mketo
Zingisile John	Mkhangeli
Mkhuzeli	Mkhangisa
Temba	Mkhanzi
Telford Pubeletso	Mkhashane
Ntyentyezi	Mkhetshane
Teboho Johannes	Mkhize
Fumanekile	Mkhohlakali
Mchithwa Jackson	Mkhulu
Zolile	Mkhulungu
Mantukwane	Mkhwambi
Vusumzi	Mkhwenkwe
Thabo	Mkiza
Msimboti	Mkolo
Ntsikelelo	Mkondweni
Sibongile Mkono	Mkono
Matokololo	Mkonto
Siziba Johnson	Mkorwane
Ntozakhe	Mkosana
Fukamile	Mkratshini
Zwelake Lennox	Mkula
Lityi	Mkulekaya
Kawuntile	Mkunelwa
Wellington Mxolisi	Mkutukana
Manelisa Alton	Mkuzo
Jongikhaya	Mkwali
Hoyoyo Victor	Mkwayiba
Sankwana	Mkwedini
Mzobanzi	Mkwenkwe
Maphetha	Mlahlehi
Qanga	Mlahleni
Rayivana	Mlahleni

Andile	Mlamla
Siphiwo Charles	Mlamla
Solakhe	Mlamla
Kongolwane	Mlandelwa
Mtwele	Mlandelwa
Sikholiwe Ernest	Mlandu
Sandile	Mlanjeni
Alton Jonguthango	Mlatha
Ashwell Nkasifikile	Mlatha
Bhekithemba Phillip Magudu	Mlatha
Nkosayithethi Henry Duba	Mlatha
Mthwesi	Mlenzana
Radile	Mletele
Fezile	Mletshe
Mlomo	Mlilwana
Bongoletile	Mlingo
Mzoxolo Johnson	Mlinjane
Mhlabuhlangene N	Mlobeli
Sandile Cornelius	Mlobeli
Maxin	Mlobi
Makwenkwe Wiseman	Mloka
Victor Bongani	Mlombile
Vuyani Victor	Mlongo
Funisile Phillip	Mlonyeni
Sandile Lawrence	Mlonyeni
Zakhele	Mlu
Mtshumbulu	Mlu
Mtonyana	Mlumiso
Mkhatshelwa	Mlungelwa
Ngqeleni	Mlungelwa
Luzuko	Mlungu
Linda	Mlungwana
Mhlanga Nyelwa	Mmeleli
Sebenzile	Mmeli
Sibusiso Gibson	Mnakwe
Zanenyani Colbert	Mncetywa
Sipho	Mndayi
Thembekile	Mndiyata
Fuzile	Mnduzane
Libazi Henry	Mnduzulwana
Vuyisile	Mngconza
Pozilsile Dauthemba	Mnge
Azael Kesi	Mngoma
Madikizela	Mngomeni
Alfred	Mngqete

Alson Mangoku	Mngqibisa
Madoda Wellington	Mnqandi
Alfred Shwalakhe	Mnqumeni
Mluleki Hamilton	Mnthshokwana
Dokisini	Mntomsha
Alfred	Mntonintshi
Gcolotela	Mntuwenkosi
Fudumele	Mntuyedwa
Linda Lennox	Mntuyedwa
Mzunzima Walter	Mntuyedwa
Mzwandile Mbayi	Mntwini
Bubele	Mnukwa
Dyakalashe	Mnukwa
Mzuvukive Simon	Mnwana
Zolile Nomhoza	Mnyaka
Ntikana	Mnyama
Mantasa	Mnyamana
Mpiyakhe	Mnyamele
Bhongoloshe	Mnyanda
Thembisile Samson	Mnyanda
Majubane	Mnyenjwa
Betrum	Mnyiphika
Sekhonyane Nehemea	Moalosi
Sera	Mochaka
Makhabane Raphael	Mocheba
Lephoi Arill	Mochekele
Stephen Nkhetse	Mochekoane
Paulosi Lesoma	Mocheso
Napo	Moeketse
Keresemese Chrisptopher	Moeketsi
Sefofane Samson	Moeketsi
Toesele	Moeketsi
Moemane	Moemane
Foso Ernest	Moeno
Thabang	Moeno
Tefo	Moepi
Motlatsi Sixtus	Moerane
Masilo	Moeti
Teboho	Moeti
Tseliso Cletus	Mofa
Maliela	Mofitiso

Chale	Mofolo
Isaaka	Mofolo
Khalema Clement	Mofolo
Moshabata Sylvester	Mofolo
Sebastiane Tanki	Mofolo
Sehloho Solomon	Mofolo
Lebohang Paulus	Mohaesa
Moeketsi	Mohai
Mothebe	Mohai
Lebuajoang	Mohale
Mahlomola	Mohale
Tanke	Mohale
Thabo	Mohale
Thuso	Mohale
Mahlomola	Mohanoe
Fusi	Mohapi
Molefi David	Mohapi
Motete Ernest	Mohapi
Motlalepula Andreas	Mohapi
Nathaniel	Mohapi
Pitso	Mohapi
Ramakhema	Mohapi
Sechele Phineas	Mohapi
Simon Molikeng	Mohapi
Teko	Mohapi
Lepatetse Samuel	Mohasoa
Ralejoe Andreas	Mohato
Rameno	Mohenyane
Ramalitse	Mohiabane
Mosito	Mohlabi
Thabo	Mohlalefi
Mothata Paulosi	Mohlerepe
Khopiso	Mohlobola
Mrhashane Adolphus	Mohloboli
Mosia	Mohlokoano
Andries Morampe	Mohloli
Gabriel Fusi	Mohlomi
Lebohang	Mohlomi
Mohlomi Josefa	Mohlomi

Ntsere	Mohlomo
Mahlomola Albert	Mohobane
Thabang Mpho	Mohobane
Piletso Marios	Moholei
Julius Leshoboro	Moholobela
Remaketse Joseph	Moiloa
Dyke Francis	Moima
Shakhane	Moima
Molefi	Mojaje
Mosala	Mojake
Moitheri Francis	Mojaki
Lebusa Stephen	Mojalefa
Lesenyeho	Mojalefa
Diphapang Richard	Mojampa
Sechaba	Mojapela
Solobasi	Mojeke
Joshua Sekhobe	Mojela
Patsa	Moji
Masilo Clement	Mokabo
Tiisetso Linus	Mokakatlela
Pascalis Tselilso	Mokala
Jimwell Paulos	Mokati
Thabo Leonard	Mokati
Diaho Paul	Mokato
William Thuntsane	Mokatsa
John	Mokay
Ramasunte	Mokeretla
Ferete	Moketa
Mokoto	Mokete
Mona	Mokete
Ngoako Petros	Mokete
Setsuku Albert	Mokgolela
Tseko Edward	Mokgosi
Kopano Wilson	Mokhachane
Molefi Simon	Mokhasi
December	Mokhato

Montoetsana Benedict	Mokhele
Pheelo Samuel	Mokhele
Teboho David	Mokherane
Makhetha	Mokheseng
David Mokhethi	Mokhethi
Justice Mokhethi	Mokhethi
Ditaba Daniel	Mokhoaetsane
Khetsi	Mokhobatau
Edward	Mokhosana
Moliki Eliase	Mokhothu
Santu Ernst	Mokhothu
Ramorapeli Daniel	Mokhutle
Lehlohonolo	Mokitimi
Mojaje	Mokitimi
Mokoatle Robert	Mokoatle
Noha	Mokoatleng
Molemo Barhard	Mokoatsi
Maphuphu Germiston	Mokoena
Moahloli Joseph	Mokoena
Mohale	Mokoma
Geremia Thabang	Mokone
Lebeche	Mokone
Molelle Solomon	Mokone
Nkhi	Mokone
Ntsoane	Mokone
Ntsoone	Mokone
Patric Leteketoa	Mokone
Jackson	Mokorwana
Poulo Johannes	Mokose
Molai	Mokoteli
Solomone Moses	Mokoteli
Teboho Edward	Mokotjo
Mosesethehi George	Mokotoi
Tumo	Mokotso
Molefi Enoch	Mokuoane
Mpho David	Mokwena
Ts'otleho Augustinus	Molahlehi
Molale Petrose	Molale
Thakali	Molalle
Mafafa Michael	Molaoa

Putlamelane	Molati
Jacob	Molato
Senatla	Molato
Venisile	Moldini
Leeto	Molefe
Majoro Mathias	Molefe
Malefetsane Petrose	Molefe
Tahlo	Molefe
Tello Joseph	Molefe
Lieka	Molefi
Petros Mohlahlobi	Molefi
Sello Bernard	Molefi
Shai	Molefi
Lentsa	Molejane
Moleko Nthunya	Moleko
Msebetsi Paulus	Moleko
Moleleki	Moleleki
Monyane	Moleleki
Papatiele	Moleleki
Seboko Headman	Moleleki
Molefi William	Molelekoa
Ntefe Johannes	Molelekoa
Baholo Petrose	Molema
Khoba Paulos	Molemahang
Monaheng Alfred	Molemo
Mohapi	Molete
Motlalepula	Molibeli
Pule Ephraim	Molibeli
Tsoeu	Molieleng
Moliko	Moliko
Lekhotla	Molise
Maruping	Molise
Pabollo	Molise
Thabang Isaac	Molise
Tsoloane	Molise
Tsomo	Molise
Sebolai Chaka	Molisenyane
Mzwandile	Molisi
Mathibe	Moloantoa
John Moferefer	Moloi

Liphapang Zakari	Moloi
Thekiso Johnson	Moloi
Tsepiso	Moloi
Kelebone	Molomane
Tankiso David	Molongoana
Tatana	Molose
Poulo	Molotsi
Teleko Jacob	Molupe
Cholephi	Momo
Mangqokoma Jackson	Momoza
Benedict Nchochoane	Mona
Mtutuzeli	Mona
Sechaba	Mona
Mohau Joseph	Mona
Tanatana	Monakali
Moshilibane Julius	Monamatha
Mosoeu	Monamatha
Mohau Stephen	Monare
Retselisitsoe James	Monare
Vusumzi Justice	Mondleki
Polao Joseph	Monethi
Chataza	Mongameli
Allen Montshi	Mongoato
Xakekile Alfred	Moni
Nephtali Monkhe	Monkhe
Manko Joseph	Monkhi
Shadrack Mongezi	Monoe
Saremane Simon	Monosi
Mpiti	Monoto
Fusi	Montoeli
Moeketsi	Montsi
Nathnael Zulu	Monyalotsa
Souru	Monyamane
Khoeli	Monyane
Sebele	Monyatsi
Mpeli	Monyau
Everest Teboho	Monyeke
Retsilisiboe Efraim	Monyeli
Motlatsi	Monyollo

Tsatsi	Monyollo
Molise	Moolo
Ntoane	Moorose
Maketekete	Moorosi
Ntoane	Moorosi
Johannes	Mopeli
Mokhele	Mopeli
Taoana David	Mopeli
Mayoyo	Moqoli
Nompoto Wilford	Moqubela
Motsamai Elias	Morabe
Letsie	Moratuoa
Ntutuba	Moreboli
Osia Sarele	Moremi
Seeta Samuel	Moremi
Morephe David	Morephe
Tsiane	Moriana
Maerka John	Moroane
Moiketsi Ezeckiel	Moroane
Seabata Simon	Morobe
Moeketsi Ananiase	Morole
Stephen Bobojane	Moromoli
Mandlakapheli	Morosi
John Sehloho	Moruri
Tlele	Moruri
Letele	Mosala
Mahlomola Jeremiah	Mosala
Rantsulube Petrose	Mosala
Sello Charles	Mosala
Thuso Manake	Mosamo
Jamelijojo	Mose
Zukile	Mose
Thabo	Mosebi
Motse Jonas	Mosebo
Masoja Michael	Mosefane
Thee Shakeshard	Mosegedi
Fusi	Mosehela
Cetywa Albert	Mosehle
Kope Sidney	Mosehle

Sello Clement	Moseme
Tankiso	Moseme
Thejane	Mosenene
Mosamo	Mosenke
Leaoa	Mosenoli
Motlalepula Phillip	Mosenye
Joseph Metsana	Moshabe
Zalisile Don	Moshani
Khaliso James	Moshesha
Lihaba	Moshesha
Mokhoaetsi	Moshesha
Nkotso Jonas	Moshesha
Taleli	Moshesha
Lebina Gilbert	Moshoeshoe
Thabang	Moshoeshoe
Mosi	Mosi
Mpho	Mosi
Tanunu	Mosi
Mahlomola Alexis	Mosito
Mohau Johannes	Mosito
Tahleho	Mosito
Makhaola	Mosiuoa
Mpho	Moso
Tsohleho	Mosoeu
Bao	Mosoeunyane
Daniel Shaphane	Mosola
Petrose Rabobatsi	Mosola
Pholo	Mosola
Moeketsi Mosollo	Mosollo
Tsoeu Abraham	Mosolotsane
Makatla	Mosothoane
Mofota Moshe	Mosothoane
Khiba Canisius	Mosuang
Mota	Mota
Makalane	Motaba
Thabo Jonas	Motake
Metsing Stephen	Motaung

Mabusetsa Ernest	Motemekoane
Lebohang John	Mothabeng
Lekhotla Samuel	Motheoane
Tsietsi	Mothibe
Lefa	Mothibeli
Mosesanyane	Mothibeli
Teboho	Mothibeli
Winfred Ogotseng	Mothibiemang
General Mokhethi	Mothibisi
Teboho Julius	Mothoana
Thabiso	Motholi
Mothopeng	Mothopeng
Sipiwo	Moti
Phakiso	Motjokoseli
Paseka	Motlalehi
Phakiso Samuel	Motlaopa
Mathaha	Motlatsi
Lebohang Benjamin	Motlhokoa
Paseka	Motlhokoa
Ntoi	Motloang
Mojalefa Andries	Motloenya
Moahloli William	Motlohelwa
Monnamoholo Jacob	Motlomelo
Koabatsane Andreas	Motoboli
Molifi French	Motoboli
Thuso Ishmael	Motsabe
Joseph Mohlakoana	Motsamai
Makomoreng	Motsamai
Samuel Dingaan	Motseki
Benedict	Motsepeli
Phamola James	Motseta
Thabiso Frans	Motso Motso
Paseka	Motsoanakaba
Neo Augustus	Motsoane
Tsesane Paulus	Motsoaole
Osiel Moseli	Motsoari

Setala Maxminus	Motsoari
Seeta	Mots'oari
Molahlehi Clement	Motsoepa
Isaac Mahlatheng	Motsoikha
Khauta	Mot'so-Mot'so
Andrias Sebapala	Motsosi
Sonakele	Moyana
Jackson Lawule	Mpakane
Motsiri Clement	Mpakoba
Lebohang	Mpale
Moea	Mpaleng
Fundaphi	Mpambani
Ngangane	Mpambo
Ndakuthini David	Mpande
Singilizwe	Mpangele
Fundisile	Mpangiso
Mtsilane	Mpatane
Malamlela	Mpateni
Mpati Joseph	Mpati
Chabasethabile	Mpatsia
Matungena Milford	Mpatuli
Dloto	Mpayipheli
Clifford Sizakele	Mpengesi
Mthuzimele	Mpengesi
Vumile Dazzman	Mpengesi
Zuzile	Mpenisi
Marriman Mtedi	Mpetshwa
Thabiso Cosmas	Mphafi
Geremia Rankoe	Mphaka
Mopote	Mphaki
Makamese	Mphako
Tseliso Paulus	Mphale
Sizwe	Mphanjukelwa
Zenzele Maqebele	Mphathi
Tseliso Isdora	Mphatsoe
Hlalefang Peter	Mpheteng
Kololo George	Mphikwa
Manjingolo	Mphindezeli
Mthetonzima Samuel	Mphithi

Fezile	Mphiwa
Sello Paulus	Mpholanyane
Lefume	Mpholle
Petros Lipuo	Mphosi
Litaola	Mphu
Bennett	Mpikashe
Zolile	Mpikashe
Mboneli	Mpikwa
Bongani	Mpini
Victor Siphiwo	Mpisane
Edward	Mpiti
Tseliso	Mpiti
Ntomane	Mpoea
Stolo	Mpofana
Dukusa	Mpokopi
Tatuka	Mpompoloza
Mongezi Edward	Mponco
Andile	Mpondo
Sebenzile	Mpongoma
Tembinkosi Christopher	Mposo
Mziselwa	Mpoto
Lahlekile	Mpotye
Tokisile	Mpukuzela
Malayisha	Mpukwana
Zibonele	Mpulo
Zera Albert	Mpulu
Makundayi Wilson	Mpumzi
Peter	Mqalo
Ntsokolo Alfred	Mqenggelele
William Mzamo	Mqhaba
Ritini Stanford	Mqhamzana
Welcome Lindile	Mqhiki
Makhumzela	Mqho
Dozana	Mqikwana
Zwelebhunga	Mqokomiso
Nkosinathi David	Mqolombeni
Gladman Vuyo	Mqoqi
Fikezweni Washington	Mqutywa
Mswazi Edwin	Mqwetha
Lahlekile Jackson	Mraji
Mavula	Mrali
Stonoshe	Mrali

Damile	Mrawuzeli
Enock	Mredlana
Siyabulela	Mrelane
Simon Makhumtsha	Mrwabo
Edward	Mrwebi
France Luthando	Mrwebi
Mfanyana	Msali
Samchoice	Msana
Thulani Moses	Msani
Funani	Msebenzi
Zolile Welcot	Msebi
Mxolisi John	Mseleni
Fundile	Msesiwe
Jackson	Mshiywa
Mashunyana	Mshiywa
Lubabalo Lawrence	Msikaba
Ngcanjana Hamilton	Msila
Mandlenkosi	Msindo
Dingezweni	Msingapantsi
Ntsikelelo	Msizazwe
Ndawoyakhe	Msizi
Thulani Phillip	Msizi
Bonginkosi	Msongelwa
Gamedze	Msongelwa
Velile	Msonywa
Dingane Simon	Msuthu
Mbulelo	Msuthu
Nonkwezeni	Mtakelwa
Boy Ndontini	Mtanganta
Bhukanana	Mtangayi
Zilindile	Mtangayi
Libolele Headman	Mtati
Sindabantu Ely	Mtati
Qhada	Mtatsi
Mzwandile	Mteki
Joan Gqibilizwe	Mtendela
Matanzima Jackson	Mtengwane
Msimbiti	Mtengwane
Sakhwenene	Mtenjwa
Mhlangabezi	Mtete
Siphile	Mtete
Didi	Mteto
Zamekile	Mteto
Mkotose	Mteza
Lophagen Mbuzeli	Mthakathi

Stembele	Mthana
Matsoso	Mthayi
Julias Ge	Mthembu
Petros Mandosi	Mthembu
Amos Sinothi	Mthiba
Tanduxolo	Mtiba
Sithembele	Mtikelwa
Douglas	Mtimba
Mthuthuzeli Charlton	Mtitshana
Zilalini	Mtobela
Khehle	Mtobisi
Aaron	Mtoko
Nyangizizwe Cyprian	Mtolo
Robert Manzini	Mtolo
Boesman Mongezi	Mtombana
Mangaliso	Mtose
Mbuyiselo	Mtose
Albert Sthembiso	Mtoto
Mdibanisi Johannes	Mtoto
Mzuzu Eric	Mtsewu
Libalele Aaron	Mtshalilana
Andile	Mtshato
Mzwandile	Mtshayisa
Voise Nelson	Mtshiki
Elija Zwelomlingu	Mtshikilana
Ntsikizi	Mtshikwe
David	Mtshita
Zazise	Mtshitshi
Pasika	Mtshiwa
Sipiwo	Mtshotshisa
Mtetunzima	Mtsodo
Gomete	Mtsotso
Sitembele	Mtube
Lulama Victor	Mtukushe
Mbongi Albert	Mtuli
Nkosiyane	Mtunzi
Ngozi	Mtyhalwa
Mawethu Welcome	Mtyumeka
Japan	Muakalisi
Simon Tshibalo	Mukwebo
Geelbooi Baninzi	Muma
Nonkosini	Muntu
Nthako	Muse
Mpho	Muso

Ralikeleli	Muso
Kolisang	Musu
Mgungunyana	Mutwa
Maxokozi	Muulehlobo
Sikolongwane	Mvalo
Mzimhle	Mvambi
Zingisa	Mvambo
Ngxakumana	Mvamveki
Mnyamezeli	Mvanana
Saziso	Mvandodwa
Mzameli Wilson	Mveku
Ndobayini	Mvela
Nonkwenkwe	Mvula
Masiza Young	Mvumbi
Mziwonke Wellington	Mvumbi
Daysman Siphezane	Mvunyelwa
Xolisile	Mwangalala
Mdutsubeni Ellias	Mwelase
Sigentsu	Mwndlana
Lawrence Mlungisi	Mxenge
Mlungisi Piet	Mxhonywa
Nelson	Mxoli
Mncedisi Henry	Mxonyiwe
Sauli	Mxonywa
Zitandele	Mxosana
Jabulani Jospeh	Myeni
Danile Lennox	Mzamo
Mqamane	Mzamo
Pumelele Benson	Mzamo
William Zolile	Mzananda
Zwelitsha	Mzananda
Myezo	Mzantsi
David Maphei	Mzawuhanjwa
Hintiza Sisco	Mzayiwa
Vukile	Mziba
Gwebiqhinga	Mzila
Songezo Lawrance	Mzileni
Mzimkhulu	Mzimba
Mntunzima Simon	Mzini
Manqomfula	Mzinjani
Ernest Sindisa	Mzinyathi
Ndabenzima Griffis	Mzoboshe
Zwelijikile William	Mzondi
Zipumeze	Mzonzi

Ndumiso	Mzwambezi
Phalishi Simphiwe	Mzwezwe
Pumile	Naki
Nicholas	Nakin
William	Nako
Mthuthuzeli	Nakwa
Thozamile	Nakwa
Mthuthuzeli Welcome	Namba
Khanyiso Victor	Nambila
Mpiti	Nameng
Shelile	Nameng
Moloisane	Namoli
Seneko	Nana
Mzikayise	Nani
Vuyisile	Nani
Tsheliso	Napo
Litaola	Napu
Matsemela Alphonce	Natsoane
Zwelonke	Nayini
Sizakele	Nazo
Zwelidinga	Ncala
Mbulelo	Ncamani
Ndoyisile Livingstone	Ncapayi
Zweledinga	Ncapayi
Zwelandile Michael	Ncate
Peni	Ncedakele
Peter Khehle	Ncele
Teboho Emmanuel	Ncheba
Maqalika	Ncheke
Boromang	Ncheko
Motsamai Joseph	Nchela
Polello Justile	Nchesa
Khotso Johannes	Nchochoba
Buti Stuurman	Nchodu
Khahliso Alfred	Nchoma
Mosoaka Johannes	Nchothi
Siwonyoza	Ncoki
Mtose	Ncoko
Zamekile Johannes	Ncomani
Buthelezi	Ncombo
Themba Shadrack	Ncusane
Christopher Mahlubandile	Ncwana

Zolisa	Ndaba
Mphatiswa	Ndabambi
Ndiphathele	Ndabambi
David Zandisile	Ndabangaye
Zwelakhe	Ndabanintshi
Tembinkosi Patrick	Ndabankulu
Malindela	Ndabeni
Maladi Malakias	Ndabetha
Isaac Pitso	Ndae
Mzwandile	Ndaku
Similo Edward	Ndala
Mlungwana	Ndaliso
Ayanda	Ndamase
Lizo	Ndamase
Mteteleli	Ndamase
Zamuxolo	Ndamase
Sithembiso	Ndamase
Madlulela	Ndamkele
Situtayi Bedford	Ndava
Mxolisi	Ndeleni
Mawande Wellington	Ndema
Zazele	Ndetse
Khehlana	Ndevu
Patani	Ndevu
Mancoba	Ndey
Makhubalo	Ndeya
Soyiso Richard	Ndeyu
Mziwonke	Ndibongo
Ndiphiwe	Ndibongo
Elliot Lulamile	Ndikandika
Patrick Sonwabo	Ndinisa
Zweliwile	Ndiniso
Mxolisi	Ndita
Thembekile	Ndita
Petenje	Ndlala
Buntubunzima	Ndlanga
Makhaya	Ndlazulwana
Kulelemnthini	Ndlebe
Daniel Bulelani	Ndlela
Ebenezer Ndawoyakhe	Ndlela
Gqumthela	Ndlela
Simphiwe	Ndlela
Zandisile Wellington	Ndlela
Jongilanga	Ndleleleni

Phumelelo William	Ndlumbini
Jongilizwe	Ndobeni
Ngenepi	Ndobeni
Vuyane	Ndoda
Gratsi-Gratsi	Ndoko
Phathizizwe	Ndoloshe
Malinge	Ndoneni
Shadrack Nkululeko	Ndongeni
Thafene	Ndovu
Vincent Khuboni	Nduku
Simnikiwe	Ndulu
Buyile	Ndumela
Danisile	Ndumela
Tembani	Ndumiso
Julius Mbambezeli	Ndunge
Sydeney	Ndunge
Kutlwano Bennet	Ndwane
Tseko Ouda Joseph	Ndweni
Mbulelo Morgani	Ndyenga
Mzukisi Theophus	Ndyokomba
Zebron	Ndyokomba
Kholisile John	Ndzeku
Mbuyiseli Lenford	Ndziba
Tembekile	Ndziba
Bongani Nelson	Ndzimande
Maqalaza	Ndzindzwa
Ntshiba Bethwell	Ndzipho
Filiphu	Nekemfu
Kwekwana	Nelani
Sibuta Tobias	Nelson
Mntsundu	Nenemba
Themba	Nenemba
Leina Bennet	Net
Bunzwabalale	Ngabani
Mvikelelwa	Ngabiyeza
Thembelani	Ngaboni
Khululekile	Ngadana
Mzimkulu Kleinbooi	Ngaka
Makuoe	Ngakane
Thabo	Ngakone
Uyibidiyala	Ngaleka
Mzikayise Hamelton	Ngaliman
Sontsengane Elliott	Ngangafa

Lungisile	Ngantheni
Jikile	Ngaveli
Zanemvula	Ngaveli
Zalisile	Ngaveli
Vuyisile	Ngazine
Bennie Joseph	Ngcangaye
Mthuthuzeli Livingstone	Ngcawa
Bazinary	Ngceba
Magwangqana	Ngceke
Mzano	Ngcingane
Zwelilungile	Ngcingci
Patrick Mthokozisi	Ngcobo
Wiseman Mbuyiselo	Ngcobo
Zamile Amos	Ngcosini
Mziwakhe Edward	Ngcukana
Ronald Jwaki	Ngcukana
Vumile	Ngcwatywa
Magumede	Ngcwe
Maxwell Nkosomuzi	Ngejane
Lucas Bantubakhe	Ngele
Mzimkulu	Ngele
Mncedisi	Ngemntu
Hambile	Ngese
Lemox Mgugu	Ngesi
Hombile Joseph	Ngetu
Mbuyiseli Amos	Ngetu
Mpunzi	Ngetu
Vuyani Goodwill	Ngewu
Zenzile Meshack	Ngidi
Zulani William	Ngilani
Tshotleho	Ngoanane
Fanavele	Ngobozi
Mandlenkosi	Ngoli
Kepetile	Ngoma
Macdonal Madondile	Ngoma
Madoda Doctor	Ngoma
Mziwamadoda Johnson	Ngoma
Ndzimende	Ngoma
Lawrence Mngedisi	Ngondo
Ngcingo Stame	Ngongo
Zilindile	Ngongoto
Mlandeni	Ngonyama
Mpumelelo Sidwell	Ngoqi
Bonginkosi Oswell	Ngoza
Adolphus Zamukulunga	Ngozi

Kayindoda	Ngozi
Tobekile Nicolas	Ngqakavu
Malizo	Ngqanyana
Vakutshiwo George	Ngqayimbana
Jackson Ngxeke	Ngqayiyana
Tembekile	Ngqekula
Tshazimali	Ngqele
Didimus	Ngqeleni
Funo Albert	Ngqengqa
Fezikile	Ngqiwa
Mawonga	Ngqokelela
Kwesi	Ngqongwa
Mgwelyana	Ngqovula
Wellington Mkeke	Ngqu
Moliya	Ngquba
Jongikaya	Ngqumane
Mdanjelwa	Ngqunga
Khontolo	Ngqwangele
Johannes Mhlupheki	Ngubeni
Bonginkosi Alphius	Ngubo
Shepherd Mnomani	Ngubo
Joseph Mngeniseni	Ngudle
Mzimkhulu Gladstone	Ngudle
Magquwa	Nguduza
Gerald	Nguse
Leornad Simphiwe	Nguse
Zacharia	Nguse
Tembekile Nkwenkwe	Ngwadla
Mkhuseli Welcom	Ngwandi
Luxolo	Ngwane
Vumile	Ngwanya
Bobi Vuyisile	Ngwendu
Mphuthumi Arthur	Ngwenya
Mzimkulu	Ngwenze
Christopher Muumisi	Ngxameleni
Mpiyakhe	Ngxebeza
Mpathi	Ngxeke
Felix Da Graca Simao	Nhantumbo
Matheka Samuel	Nhlapo
Mlatha	Nhonho
Nyathela	Nikelo
Simpiwe Thomas	Nikwe
Qhusheka	Nino
Vuyisile	Njangele
Jusaka Joseph	Njangweni

Zincedile	Njena
Makhosandile	Njenge
Velile Hamilton	Njengele
Mvumbi	Njikela
Mxolisi	Njikili
Mazisiwe	Njili
Thembinkosi Nelchion	Njilo
Zuzumzi Bernard	Njobe
Mzwandile	Njombela
Vuyisile	Njombela
Ncedani James	Njova
Nontuluza	Njozela
Bonginkosi Goodwill	Nkabane
Mabetshwana	Nkabanqane
Seboea Aloysius	Nkabi
Zonisele	Nkabi
Sapayi Peter	Nkamela
Seboko Paolosi	Nkaobehe
Nyeille Joseph	Nkaota
Marayi	Nkasayi
Molise	Nkau
Lerato Joseph	Nkeane
Kholakele	Nkebe
Mtutuzeli	Nkebe
Xolani	Nkebe
Zamva	Nkebe
Richard Habafanoe	Nkeka
Mbangiswa Thirties	Nkele
Stoto Michael	Nkepu
Nchanyana	Nkesana
Mashiya Ellias	Nketjane
Quleka	Nketshula
Thabang Alfred	Nketsi
Phutheno Kaizer	Nketu
Jankie Joseph	Nkhabu
Nkhatinyane Samuel	Nkhati
Thabo	Nkholise
Boetman	Nkinqa
Popo	Nkinqa
Joseph	Nkoanyane
Banyane Solomon	Nkobe

Thabiso	Nkoe
Bathembu Gerdener	Nkohla
Saziso Crawlivas	Nkohla
Tahki	Nkoka
Kebitsamang	Nkokana
Mofu Kalebe	Nkoko
Mohau	Nkoko
Mojapela Joseph	Nkoko
Ntsie / Ntsiee	Nkolanyane
Tebe Andreas	Nkome
Daligingo	Nkomfe
Ncedisa	Nkomiyaphi
Mahababa	Nkomo
Duma	Nkomokazi
Nonana	Nkonqana
Tanduxolo	Nkonzo
Sponono Louis	Nkopane
Leteka	Nkoro
Dickson	Nkosentsha
Nqasha Ephraim	Nkosi
Cofaishiye Elliot	Nkothe
Templeton Temba	Nkothe
Madoda	Nkothobe
Motlalepula Simon	Nkoto
Kita Alpheus	Nkowane
Mzuvukile Gando	Nkula
Mzimkhulu	Nkume
Thamsanqa Henry	Nkungu
Mzwandile Nelson	Nkunkuma
Dicemba	Nkuntelo
Samuel Lobian	Nkunyane
Kolone	Nkutu
Lonwabo	Nkuzo
Tshidiso Steven	Nkwanyane
Douglas Mlahleni	Nkwitshi
Mabitso	Nnete
Sithile	Nobangela
Pikiseni	Nobem
Mbangeni	Nobenzu
Mankenfu	Nobenzuthi

Xolani	Nobomvu
Claimant Mzwamadoda	Nobongoza
Sikumbuzo	Nobongoza
Fokweni	Nobula
Zibonise	Noconjo
Samson Sweligama	Nodada
Thanduxolo	Nodada
Mahlwayi Sam	Nodayinge
Makhwenkwe	Nododa
David	Nofelithi
Siyabulela	Nogaga
Sinakile Joseph	Nogenge
Mlungisi	Nogoba
Dlegwana	Nohaba
Makwedini	Nohaba
Milton Bantu	Nojika
Norman	Nokama
Wiseman Nketengeni	Nokhwe
Tumaole	Noko
Tumo	Noko
Mpho	Noloane
Sello	Nolone
Nongqoza	Nomaleshe
Mkhehlezo Zimisele	Nomanzoyiya
Tembile Elliot	Nomaqaqa
Carrots	Nombanga
Khulile	Nombengula
Mthethunzima Headman	Nombewu
Tembalihle Templeton	Nombewu
Manelisi Erick	Nombila
Matshipeni	Nomdzoyi
Mzamuthethi	Nomkhe
Makhaya	Nomnyama
Hikilana	Nompeka
Maquthwana Wellington	Nompiyo
Skwenkwe	Nomsobo
Mphathelwa	Nomsuka
Mlimi Saul	Nomtawu
Galelekile John	Nomtoto
Jackson Thembani	Nomtsheke
Mantshontshwang	Nomtyaka
Dumisani	Nondima
Sigantuza	Nondima
Sivanqu	Nondima
Bongani	Nondula

Nkophe	Nondula
Khandashe	Nongalo
Tembinkosi Samuel	Nongalo
Julajula	Nongcwayi
Dontsa	Nongede
Gadula	Nongogo
Nontu	Nongoloza
Makwenkwe	Nongongo
Zama Bethwell	Nongubo
Mzwebango Enoch	Nongwedle
Alexander Sinqwamba	Nonjiko
Solomzi David	Nonkevu
Monwabisi	Nonkonyana
Sithembele Lennox	Nonkonyana
Mvelelwa	Nonkwelo
Bangela	Nono
Mpendulo	Nono
Ntabeliza	Nono
Makwenkwe	Nontabulana
Never	Nontonga
Dumaphi	Nontshibongo
Ndabaziniani Patrick	Nontungo
Johannes Koena	Nonyana
Lungile	Nonyongo
Lulama	Nonzube
Mothepu Peter	Noosi
Mnqamezeli	Nophuza
Bonisile Philemon	Norushe
Blom	Nosenga
Thobela	Noswili
Tolakele	Notayi
Gcininkosi	Notha
Lulekile	Nothimba
Suthang	Noto
Mayehle	Notununu
Nkosekhaya	Notyesi
Nkosiyedwa	Nowbolo
Armstrong Pijili	Noxeke
Dennson	Nozozo
Jongikaya	Nqaba
Tebe Nelson	Nqabelele

Tau	Nqabeli
Thembisile	Nqabeni
Phathizizwe Lizo	Nqala
Sipotsela	Nqanathi
Lindela Crosby	Nqanula
Mputumi	Nqikela
Bonginkosi Emmanuel	Nqodi
Makhenke	Nqoko
Bonginkosi	Nqukulwana
Lumkile	Nqukulwana
Velile	Nqunqa
Isaac Zitulele	Nqwebo
Wezile	Nqwelo
Mzwandile Headman	Nqwiliso
Vukile Sydney	Nqwiliso
Mlungisi	Nqwiliso
Mandlakayise	Ntaba
Khopiso	Ntabane
Sonti Martin	Ntabane
Sonti Martin	Ntabane
Mzamini	Ntabayitshi
Mtose	Ntabekhaya
Napo Elexis	Ntai
Bofelo Phillip	Ntalenyane
Mzwandile Elvis	Ntamo
Bambekile	Ntandani
Alfred	Ntanta
Zitumele Wilson	Ntanta
Kubekile	Ntantala
Mtethiswa	Ntantana
Nelson Sandi	Ntantiso
Sanele David	Ntantiso
Thembilizwe John	Ntantiso
Norman	Ntebe
Molahlehi	Ntebele
Mantyintyana	Ntelezi
Zamani Chemist	Ntelezi
Joseph Tlouoe	Ntelo
Thabo Sylvester	Ntelo
Alfred Luvuno	Ntentesa

Ralipesho	Ntepe
Sandile	Ntethe
Sello Alphonce	Nthafane
Thabo	Nthako
Mojalefa	Nthane
Ramatanke	Nthibane
Nathnael Mosemphethe	Nthunya
Tseliso Henry	Nthunya
Mohlomi Kitchner	Ntilani
Noyeye	Ntimba
Mvakalewa	Ntimbashe
Moiketsi	Ntirosi
Letailane	Ntisana
Koali Zakia	Ntja
Lillo	Ntjana
Temekoane	Ntjelo
Moshoeshoe Elias	Ntjona
Zakele	Ntlabati
Seabata Benet	Ntlaloe
Bantubakhe	Ntlangani
Msingathwa	Ntlatywa
Mnonopeli	Ntlelwana
Tseliso Joseph	Ntlhanakoe
Roger Petrus	Ntlhanakwe
Ntaka	Ntlhare
Mepheni	Ntlomoshe
Mohlolo Maluke	Ntlou
Tsitso	Ntlou
Elton Sicelo	Ntlube
Ndabazabantu	Ntlube
Thozamile	Ntlube
Sipho	Nto
Chithelo Dumisa	Ntobeko
Ntombela	Ntoboyi
Bofihla	Ntoko
Kamohelo Mpota	Ntoko
Rethabile	Ntoko
Seabata Johannes	Ntoko
Mohajane Zacaria	Ntokoane

Bekizenzo	Ntomose
Sizakele	Ntonga
Xolile Elliot	Ntoni
Albert	Ntontela
Elliot Zanempi	Ntozini
Mzwake	Ntozini
Linda Walters	Ntsada
Masiza	Ntsada
Zulu Booi	Ntsalaze
Nchanyana	Ntsana
Molati	Ntsane
Ntseko	Ntsata
Saziso Sam	Ntsebentsebe
Bobby Mhlayifani	Ntsebeza
Ntsau	Ntsekele
Wellington Malizole	Ntsele
Jongambulu	Ntsenge
Nyamendlini Theophilus	Ntsenge
Sebilinyane Johannes	Ntseo
Tau	Ntseoane
Soyiso	Ntsete
Mawethu Justice	Ntshakaza
Ntsizi	Ntsham
Sam Ntosolo	Ntshangase
Bhobho Chriford	Ntshanka
Doubleton	Ntshiba
Mawethu	Ntshiba
Nkosifikile Elliot	Ntshingila
Ndoyisile Philemon	Ntshobodi
Aaron Bacweni	Ntsizi
Mhlanga Abednigo	Ntsizwa
Makone	Ntsoai
Mafa	Ntsoane
Thabiso	Ntsoane
Ramotsoane	Nts'oeu
Ntsokoane	Ntsohi
Ntabelanga	Ntsoko
Tsokolo Germond	Ntsonyana
Letsatsi	Ntsubu
Vuyo	Ntsundukazi
Mzameni	Ntuba
Majikela Johnson	Ntuka
Thabang Paulus	Ntulo

William Velabuze	Ntulo
Malefetsane Petrus	Ntuntu
Elliot Welile	Ntuta
Malikeni Mthawungeni	Ntwayikho
Buyisile	Nunu
Mncinci Jeremiah	Nxasana
Bonakele William	Nxele
Sebenzile	Nxele
Mzwandile Alvin	Nxongo
Sipho	Nxulu
Zakhele	Nxulu
Matheus Motsapi	Nyabela
Sabata	Nyafane
Lepaqoa	Nyakane
Thembile William	Nyamakazi
Peterson Sikhumbuzo	Nyamana
Vuyani	Nyameli
Mdumiseni	Nyanga
Linda Osmond	Nyangiwe
William Makhosonke	Nyangiwe
Mongezi Voeltjie	Nyanzani
Siphesihle	Nyaose
Letsema Jakobo	Nyapholi
Mthandiswa Mtozitandayo	Nyathela
Mangquzana Elliot	Nyati
Mboniseni Mpandlana	Nyawose
Oti Nathanael	Nyelele
Zibonele	Nyembe
Dumisani	Nyiba
Malekanisi	Nyobangosana
Tyantoni	Nyoka
Khombisile Milcom	Nyokana
Mtutuzeli Joseph	Nyokana
Mzwakhe Majestic Nyokana	Nyokana
Phillip Lonzi	Nyolo
Harris Mzilikazi	Nyongwana
Mzwamandla	Nyosana
Zwelifikile	Nyosi
Mpintsha	Nyovane
Sinandile James	Nyubatya
Mfazweni Abednego	Nyuliwe
Kwebizandla	Nzala
Zama	Nzeku

Vizard Vuyani	Nzima
Mkhangeli	Nzimela
Myezo	Nzoyiya
Mchithwa	Nzule
Monwabisi Glenton	October
Teboho	Oele
Sipho	Ofisi
Oeme	Ohithile
Goloza	Ompi
Khephesi	Ompi
Maqebo Jobo	Pakamela
Motipi	Pakela
Mohapi	Pakeng
Kholisile January	Pakisi
Malizole	Paliso
Dudula	Pama
Fanaphi Michael	Pambaniso
Sipo	Panya
Bokafele	Paraffin
Stati	Paraffin
Thuso Ezekiel	Parkies
Gilman	Pasi
Tatani	Patekile
Myekeni	Patsiyana
Mlamli Ellias	Payi
Matheaphooko Abraham	Peane
Bangani	Pekula
Zinakile Ramkat	Pekula
Napo Azael	Pelea
Sicelo	Pepe
Monareng Francis	Peshoane
Mzoli Livingstone	Petani
Mziwamadoda Marshall	Peter
Nceba Vuyisile	Peter
Noni	Peter
Pakamile Gerald	Peter
Bonisile Headman	Petros
Mosoeu Paulos	Petros
Puseletso Leonard	Petros
Sabelu	Petse
Nyekevu	Pewula
Boyce Peter	Peyi
Motlatsi	Phafoli

Sepinare	Phahlahla
Ntemi Methews	Phakamile
Michael Shukumani	Phakamisa
Emmanuel Pheello	Phakane
Lehlohonolo Ebenezer	Phakane
Fusi Joseph	Phakisi
Metsing	Phakisi
Tlakisa Simon	Phakoa
Madosi	Phalaza
Molisenyane	Phaloane
Lerothodi	Phama
Molefi	Phama
David Nchodu	Phamotse
Lereng	Phamotse
Tsotisi	Phamotse
Mnyamezeli Michael	Phandle
Elmon	Phangindawo
Sefako	Phangoa
John Setloli	Pharela
Makoko	Phatela
Tembelani Victor	Phatho
Tatelo	Phatsitsi
Motsamai	Phatsoane
Tatolo Vincent	Phatsoane
Ntolo	Pheeane
Khethang	Phefa
Habafanoe	Pheko
Mahlomola	Pheko
Matsoetlane	Pheko
Matsoetlane	Pheko
Sello Elijah	Pheko
Tebello Pascalis	Pheko
Tlake Oriel	Pheko
Thukela John	Phekwa
Thembile Fikile	Phenqane
Paskea Johannes	Phepheng
Silindile	Phezisa
Fanelo	Phillemon
Richard Tamsanqa	Phindo

Tsotleho Joseph	Phiri
Petros	Phirimana
Danile Jackson	Phito
Samuel Petrus	Phofi
Mosebi	Phohlo
Katleho	Phokeng
Botlenyane	Pholo
Krisimesi Lesi Jim	Phondoyi
Walaza	Phono
Emmanuel Lemonomono	Phoofolo
Mare	Phoofolo
Rampinani Augustinus	Phoofolo
Thinna	Phoofolo
Motoba	Phororo
Letsema	Phosa
Phillip Tsepile	Phoso
Tsie Springkaan	Phumo
Mziwakhe Paulos	Phungula
Simon Makwenkwe	Phunguthu
Sithembile Petros	Phuthaza
Seeiso Vincent	Phuthi
Thabiso Cenene	Pieti
Pii Alphonce	Pii
Richard Nkosiyabo	Pikiso
Buoang	Pilioane
Mbuyiseli Albert	Piliso
Toti George	Pina
Luvuyo	Pinzi
Bartholomew	Pita
Bereng	Pita
Mokete Peterose	Pita
Mphatsoe	Pita
Tseliso Petrose	Pita
Andreas	Pitikoe
Francis Sabata	Pitikoe
Khalema	Pitso
Michael	Pitso

Moabi Gabriel	Pitso
Monaheng Phillip	Pitso
Mosalemane	Pitso
Motsamai	Pitso
Pitso Justinus	Pitso
Seabata	Pitso
Thabang	Pitso
Zakhele Ephaim	Pitso
Tamsanqa Wilson	Piyose
Xwangoxwangu	Plam
Mpucuko Island	Platyi
Mzwabantu	Platyi
Thembisile David	Polisa
Pulusente	Pondlothi
Fani	Pondoyi
Mtoto Elvis	Pondoyi
Lipholo Simon	Ponoane
Ndolangaye	Ponono
Zibowakhe	Ponoza
Mgutyana Morris	Ponti
Aupa	Pontula
Thabo Elia	Poone
Kalatya Geelbooi	Popi
Ntili	Posholi
Samuel Seshophe	Posholi
Seturumane	Posholi
Mandla Archibald	Potelwa
Motsoane	Potieane
Mohau Joseph	Potsane
Elson Sozingane	Potso
Mzontsundu Eric	Potso
Vizinto	Potwana
Motlepu Johannes	Poulo
Lungile	Pukameko
Mbuyiseli Headman	Pukwana
Joel	Pule
Malefetsane James	Pule
Pule	Pule
Pule Joseph	Pule

Judas Malebalusizi	Pumakade
Betram Ratuetsi	Putsoane
Gijimani	Qabithole
Ndabayidliwa	Qakaza
Dumile Enoch	Qalisisa
Xanduva Douglas	Qashani
Sandile Hamilton	Qashu
Ndiphiwe Albert	Qatha
Ndakuthini	Qayi
Bonakele	Qaziyana
Pao James	Qebiso
Elliot Zwelenkosi	Qekani
David	Qekele
Tseko	Qekoa
Andile	Qengqeleka
Wilson Malizo	Qenqa
Zola President	Qeqe
Kenkesi	Qeteni
Mthuthuzele	Qhala
Peter	Qhatsi
William Mzingizi	Qheya
Makhotla	Qhoalane
Qhoali	Qhoali
Lekeba	Qhoene
Ndoyisile	Qhophole
Mayeza Geography	Qhwesha
Yekile	Qimgqoshe
Kayalihle Sydwell	Qina
Vuyani	Qinga
Malwisa	Qishinduku
Telang Paulosi	Qoane
Thabiso Emmanuel	Qoane
Zizíliza Nelson	Qobani
Mhlobo	Qobo
Ngwenze Washington	Qodlwana
Johnson Macebo	Qokama
Mzwamadoda	Qoko
Daniel Mbulelo	Qokola
Vuyisile Simon	Qokola
Mzekandlela George	Qokolo
Zimekana James	Qolo
Lindile	Qoma

Glorryffin Sigxina	Qomiyana
Lizo Greenland	Qomiyana
Lusizi Headman	Qononda
Zonwabele	Qoshwana
Nzwane	Qotoyi
Mnikezelwa	Qotyana
Velile	Qoyi
Mtutuse Norman	Qozi
Biyana Benson	Qubeka
Tumakele Zanethemba	Qubeka
William	Qubela
Joe	Qubilanga
Fezile	Qudalele
Thulasizwe	Qulu
Sindile	Qulu
Dalindyebo	Qumba
John	Qumbela
Bodi	Qumbelo
Dumke Pita	Qumbelo
Joel	Quntu
Mxolisi	Quthu
Mtununu Elias	Qutu
Mlindeni	Qwashu
Soze James	Qwenga
Prince Timoli	Qwepu
Joe	Rabe
Kukwana Alfred	Rabi
Fisane	Raboshabane
Modupi Piet	Radebe
Vusumuzi	Radebe
Makalo Elliot	Raeliha
Penapena Raphael	Rajoele
Francis Levy	Rakabaele
Makosene	Rakabaele
Thuso	Rakabaele
Neo	Rakaunoane
Mogale Robert	Rakgoale
Mangali	Rakhajane
Tsilo	Rakhoabane
Justice Thabang	Rakotsoana

Philimon Mosala	Rakuoane
Tahlo Henry	Rakuoane
Stutu	Rala
Vulumzi Arnott	Ralana
Bernard Ziziliza	Ralarala
Filix	Ralejoe
Teboho	Ralekaota
Mosiuoa	Ralekhoaba
Malefetsane	Ralesoetsa
Daniel Mei	Ralethoko
Thato	Raliapeng
Johannes Thetso	Ralibuseng
Tau	Ralikalakala
Lisema	Ralikhomo
Mateane	Ralisomo
Bekinkosi Booise	Ramabele
Fusi Edward	Ramabele
Moqiti	Ramabele
Paleho Asael	Ramabele
Tifo	Ramabele
Elias Tsoenyane	Ramaema
Thabo	Ramaema
Paulosi Manong	Ramahali
Pitso Julius	Ramahlatsa
Neo	Ramakabatane
Neo	Ramakatsa
Mojalefa	Ramakhula
Ramokete	Ramakongoane
Makalo Constance	Ramali
Swenka	Ramaota
Lebohang Bernard	Ramaqele
Libe Patrick	Ramaqele
Qaba Taole	Ramarikhoane
Azael Lekhabonyane	Ramaseli
Motlatsi	Ramashamole
Mulongoa William	Ramashamole

Sydwell	Ramathalapeng
Motlatsi	Ramatseka
Sechache	Ramatseka
Paul Motheo	Rametsi
Tsepe	Ramohai
Tello Abel	Ramohalane
Lesole Johannes	Ramohanoe
Mokone Ramohloki	Ramohloki
Ramochomo	Ramokoatsi
Tsibolana	Ramokoatsi
Fisane Sidwell	Ramokone
Muso	Ramokotlana
Puseletso	Ramokotlana
Sechaba Jacob	Ramolise
Molefe	Ramolula
Modupe William	Ramonotsi
Esaia Tale	Ramoreboli
Teboho Paulus	Ramoshabe
Motseko	Ramoshanyana
Sekhotha Edward	Ramosito
Thabang	Ramoteseki
Ntho	Ramothobi
Tema Shedrack	Ramotsoane
Thekiso Phindelis	Rampesi
Bolae	Ramphalla
Joanes Khutsoane	Ramphothu
Thapelo	Rampokanyo
Bambo	Ranayi
Sitembele	Ranayi
Lebohang	Ranchobe
Meseyi Tyherith	Randall
Mohambi Moses	Rangane
Zamiqninga	Rangxa
Seitlheko	Rankaeea
Makalo	Rankatsa
Thabiso	Rankhakile
Sanaha	Rankhethoa

Lekoro	Ranko
Mohloai	Rankomo
Thapelo	Rankomo
Tsoloane Jacob	Rankoro
Petrose	Rankunte
Sekate	Rantau
Haretsebe	Ranthoto
Thabang	Rantsho
Lebohang John	Rantsie
Anton Rantsho	Rantso
Neo	Rantso
Teboho Paul	Rants'o
Mocheku	Rantsoti
Malefetsane	Ranyabane
Hopolang	Rapeane
Pitso	Raphala
Andrius Khomapholo	Rapoto
Sera	Raseboku
Sesheme	Raseboku
Tsoku	Raseboku
Mabitsa Ezekiel	Rasekoai
Motlatsi Samuel	Rasekoai
Sekhosoane	Raselepe
Moeketse	Rasethuntsa
Ngoato	Rasethunya
Khephu	Rasmeni
Msokoli David	Rasmeni
Motlalentoa	Rathafashe
Mncedisi	Rawe
Ntutu	Raxoth
Bigboy	Rebatenne
Ningi	Rebexa
Lehlohonolo Petrus	Riee
Richard	Rigala
Siphiwo Bernard	Rigala
Steel Mandlakayise	Rigala
Mkenkese	Riligwa
Mbuyiseli Samson	Rixana

Mziwake Partny	Robi
Zanemvula	Rola
Gamalipheli	Rona
Zingisile	Rono
Mziwakhe	Roto
William	Royi
Molvern	Rozana
Mawonga Tilton	Ruda
Fuzakele	Rumbu
Mtutuzeli Major formerly Mbalelo	Rutsha formerly Mpenisi
Mongezi	Rwarai
Atwell Monwabisi	Rwarwa
Bandile	Rwarwa
Jongile	Rwarwa
Nkululo	Saba
Tlakisa Augustinus	Sabole
Thembisile	Sahluko
Mawabo	Salela
Ayliff Tobile	Saleni
Mbambeli Wiseman	Sam
Moferefere Sam	Sam
Kholisile Eric	Samani
Mthiyeni Welcome	Samani
Makhosonke	Sambula
Andile	Samela
Fanavele	Samela
Dabephi	Samente
Boyisile Geelbooi	Sameul
Nkosiphendule	Sampepe
Sello	Sana
Logerman	Sanda
Mahlebo	Sandawana
Zinyusile	Sandlana
Bulara	Sankatane
Masasa	Santi
Linda Caswell	Sapepa
Mbuzela Patrick	Sapepa
Ben	Saqhwiti
Kansile	Satani
Koto Piet	Saul
Pakiso	Sauli
Mantimfana Joe	Savu
Itumeleng Edwin	Seate

Lepolesa	Sebele
Machipisa	Seboka
Sehlabo	Sebolai
Mona	Seeko
Motseki	Seeko
Polao Vincent	Seeko
Maruping Abel	Seekoei
Thuso Manuel	Seetane
David Motlalethabo	Sefalane
Malefane	Sefali
Thabo	Sefali
Tomatso	Sefali
Tsekiso Michael	Sefali
Jacob Tebalo	Sefehle
Nsengabantu	Sefele
Thabiso	Sefika
Michael Tankiso	Sefoloko
Tsangoane Solomon	Sehahle
Tseliso Lawrent	Sehlabo
Nchitje	Sehlahla
Tsotang	Sehlatsana
Sechaba	Sehloho
Seabata	Sehobai
Kagiso	Seiso
Jane	Seithati
Machaena	Seitheri
Moeketsi Simon	Seitlheko
Mpotsane	Sejake
Pesola Antone	Sejake
Fusi Benedict	Sejane
Sejojo	Sejojo
Boholo Abraham	Sejosengoe
Mpiti	Sekake
Lethusang Daniel	Sekaleli
Pontso Clementi	Sekaleli
Reentseng Joseph	Sekatie
Petros Manase	Sekeleoane

Nyeli	Sekete
Sello	Sekete
Justice Sebolai	Sekgopa
Francis Khalefo	Sekhabisa
Maime	Sekhantsa
Kakalesoe	Sekhoacha
Moepanyane	Sekhoacha
Thabang Johannes	Sekhobo
Moshoeshoe	Sekhonyana
William Mokgabela	Sekhonyana
Lithakong Samuel	Sekhosana
Neo Bernard	Sekhosana
Maseribane	Sekoai
Manti	Sekoala
Caswell Phole	Sekoati
Johannes	Sekobi
Lanka Albert	Sekoboto
Vincent	Sekonyela
Mohapi Benet	Selahla
Teboho	Selai
Ephraim Sello	Selane
Mzongwana	Sele
Setloboko States	Selebalo
Simon Tsepiso	Seleke
Hlolo	Selepe
Ranketsi	Selepe
Tseko Gorden	Selepe
Ntoko Esiah	Seliane
Tseko Nathnael	Selibo
Lefa	Sello
Mahlomola	Sello
Maoma Zakaria	Sello
Mokhahlane	Sello
Mokhathinyane	Sello
Mosiuoa	Sello

Raphael	Sello
Sello	Sello
Thabiso	Sello
Thabo	Sello
Nt'seuoa	Semenyane
Monaheng Nephtali	Semoko
Katiba Mathin	Senatla
Thabang William	Senatsi
Lefu Johannes	Senekane
Koali	Senopo
Thabang Sidwell	Sentso
Tello Pascalis	Senyane
Johannes Kaku	Senyarela
Kuluba Edwin	Seoehla
Lenka	Seoehla
Seabata	Seotsanyane
Mohlaoli David	Sepaee
Tlotliso Bernard	Sepakane
Sekonyela	Sepapane
Solomon	Sepelene
Sepheka	Sepheka
Joseph Nkereu	Sephelane
Lesalla	Sephelane
Molefe	Sepiriti
Madabe	September
Poloti	September
Nqhoaki	Seqholo
Moeketsi	Seqoloana
Simon Tsiliso	Serobanyane
Joseph	Seseinyana
Motoloane	Sesosa
Moeti Josiase	Setaka
Ts'epo	Setaka
Ntsoelakhosi	Setala
Ramoratuoa Skants	Setebe
Molefi Elias	Setefane
Douglas	Seteni
Tsotleho Francisi	Sethabathaba
Thabang Abraham	Sethathi

Habofanoe Petrose	Setho
Mosa	Setho
Thabang	Sethoka
Sililo Ishmael	Sethonga
Lekhoasa	Setloboko
Thabo	Setlolela
Tokelo Michael	Setofele
Pitso	Setona
Thabang Ernest	Setsosa
Joseph Sebonoang	Setsubi
Mapetsu	Seven
Qiyongo Johnson	Sezela
Lenyoko Oriel	Shakhane
Thuso	Shale
Phatsisi	Shampene
Abednego Moeketsi	Shasha
Christopher Lebohang	Shasha
Mohlouoa	Shasha
Ntsoipi Albert	Shasha
Mahlomola	Shata
Phakisi Nathnael	Sheea
Sello Sekhola	Shemane
Nyakallo	Sheshe
Tembekile	Shiabane
Eric Mhlakunzima	Shinya
Ts'eliso Sethole	Shololo
Lizo Alfred	Shongolo
Fako	Shota
Macimi	Shumane
Makhuza Daniel	Shumane
Felix Bongani	Shwaimba
Lungisa Benedict	Shwaimba
Sergeant Kolisile	Shweni
Makhosini Nicholas	Sibenya
Ngoato Emmanuel	Sibi
Phalezweni	Sibomvu
Ndzondzo	Sibonda
Ndabayithetwa	Sibongo
Moto Michael	Sicengu
Ernest Thozama	Sicwebu
Mapuwana	Sidelo
Timothy	Sidelo
Mzekelo Edward	Sidi

Vuyani Simon	Sidinani
Caswell	Sidlayi
Tanana	Sidubedube
Zamelake	Sidubulekane
Mdowonzima	Sifingo
Maxwel Pumezile	Sifuba
Mqondiso	Sifumba
Libangile	Sigaba
Fumanelale	Sigamla
Marash	Siganga
Elliot Mbuyiselo	Sigidi
Kwayiyo Simon	Sigidi
Busman	Sigijimi
Jackson	Sigoni
Mubzeni	Sigoxo
Farrington Nzamela	Sigwili
Sibona	Sigxasehagu
Ndlwana Stevens	Sihlanu
Zolani	Sihoyiya
Mncedisi	Sijadu
Mbuyiselo Algeon	Sijako
Simanga Michael	Sijentu
Tose Shadrack	Sijora
Moligini	Sikade
Wellington	Sikade
Mack	Sikayi
Mlulami Anderson	Sikele
Mzikayise	Sikhafungana
Vangabantu	Sikhakhamele
Bayizanele	Sikhonyile
Jonathan	Sikhulumi
Thomas Langa	Sikhulumi
Abraham Swalala	Sikhunyana
Phuthumile	Sikhweyiya
Vuyisile Robert	Sikilo-Hoba
Caweni	Sikiti
Siphiwo Petros	Sikiti
Mpupeni	Sikondo
Nkosipendule	Sikulume
Dlikidla	Silahlekkana
Kamohelo	Silase
Mluleki	Sileyi
Bestile	Silimela
Leadwell	Silo
Ntuseti Renchurd	Silo

Mindini	Siloko
Nkosinathi Joseph	Silolo
Bonisile	Silwanyana
Mbumba	Silwanyana
Falithenjwa Benjamin	Simangali
Makosandile	Simayi
Makanusa	Simayile
Mbalekwa	Simayile
Meleni	Simayile
Milton	Simayile
Alfred Keti	Simazi
Msokoli	Simile
Mpondomisa	Similo
Dongwana	Simovawa
Rangqoyi	Sinda
Mteteleli	Sindani
Mncedisi	Sineke
Tipoti Aron	Singenge
Ntshwana	Sinkempese
Zimisile	Sinopholo
Thembekile	Sinyakeza
Eric Sigidla	Sinyoni
Siteneni	Sipatala
Sydwell Mzimkhulu	Siphamla
Vuyani	Siphuka
Dumisani Lennox	Sipika
Mzwamandla	Sipoko
Khohliwe	Siqa
Magobha	Siqhaza
Velesazi Rechard	Siqoshe
Bhotola	Siqotyana
Lizo	Siramza
MIungisi	Sirenye
Patuna	Sirunu
Gangatha	Sisulu
Mobry	Siswana
Magunya	Sitelo
Lindisile Vuyani	Siteti
Mntu	Siteto
Ernest Phakoe	Sithathi
Mdalana	Sithende
Wintsi Robert	Sithethe
Mvuyo Peter	Sithetho
Myekeni	Sithokothela
Awade Bongani Sitole	Sitole

Hlulekile	Sitshayinkosi
John	Sitshixo
Mabala Alfred	Sitshongaye
Elliot Kaizer	Situ
Jikindaba	Sitututu
Thembekile	Sitwana
Pauseman	Sityebi
Bongani Leonard	Siwundla
Thembisile Aaron	Sixaka
Bayete	Siyila
Vandana	Siyila
Hamilton Stoshi	Siyo
Phumelelo Solitasi	Siyocolo
Bayile	Siyoko
Mbuyiselwa	Sizani
Mchithakalo John	Sizani
Bongani Isaac	Skade
Madodana	Skeyi
Vumile Michael	Skuni
Tukwana	Slere
Moses	Sloti
Tukunyane Petrosi	Smit
Phillip Pintsolwana	Smiti
Mohlalefi	Snymes
Thabiso	Soai
Ntandazo	Sobanti
Mabali Nelson	Sobe
Mzwandile	Sobetwa
Lebohang	Sobo
Albert Mzikayise	Sobudula
Mziwabantu Patrick	Socishe
Amos	Sodlaka
Velelo	Sofika
Raphoka Philimon	Sofonia
Lusizo	Sofute
Welcome Liveni	Soga
Nenzani Simon	Sojada
Vuyisile	Sojada
Siphiwo Joseph	Sojoli
Sotyifana	Sokhiwa
Richard Tembinkosi	Sokombela
Foyo James	Sokothi
Joyinkosi	Sokoyi
Petleki Osiel	Solane
Lungephi	Solani

Zongezile	Solani
Nogwadina	Soli
Nkosinathi	Solontsi
Tobiso John	Solwandle
Gungubele Churchill	Somadlangati
Titiya Siyabulela	Somakhwabe
Zandisile	Somakhwabe
Nqabulela Wilson	Somakwabe
Velelo	Somalotso
Yubi	Somana
Mahonono	Somathika
Phumuzile	Somdaka
Mbangiswa	Somdizela
Elliot Sithembele	Somfaka
Mayekiso	Somgidi
Mzuyikile Howard	Somhlahlo
Thandisile	Somitshi
Devulake	Somntshengula
Zibangile Richard	Sompa
Luvuyo Manene	Somthi
Gladman Macedisi	Somthunzi
Mlindi Hardson	Somtsewu
Sondaha	Sondaha
Vulisango	Songca
Bridgman Bangiliz	Songo
Lumkile Michael	Songololo
Veliboy	Sonjca
Patiseng	Sonki
Sendelakhe	Sonkosi
Ndoyisile Alfred	Sonkwenye
Sebenzile	Sonkwenye
Mohanoua	Sonopo
Mbangeni Joseph	Sontangana
Zitulele	Sontundu
Tshapile Michael	Sonyongo
Wellington Phumzile	Sooi
Saphusela	Sophini
Dudu James	Soposi
Sabelo Benjamin	Sotsaka
Zwelixolile	Sotshantshi
Stamkoko	Sotshozi
Noqhiza	Sotu
Mxolisi	Sotuko

Gilbert	Sotwili
Grugu	Soxhentsa
Stembele Clifford	Soyamba
Mthetumzima Johnson	Spelman
Neo	Sphelane
Tamsanqa Morris	Spopo
Douglas	Sqiki
Samuel Fosana	Stemer
Sihoyana	Steven
Nkosinati Standford	Stose
Griffiths	Stungu
Lwayiphi Kismond	Stuurman
Mandla Sherperd	Stuurman
Qondikhaya	Stuurman
Zenzele	Sukude
Magungqu Simon	Sulwana
Tamsanqa Eric	Sunduza
Mona	Sunduzwayo
Petshwana Edward	Supu
Mxolisi Herbert	Swaartbooi
Phakamisa	Swartbooi
Khabo	Taaso
Khotso	Taaso
Mohlomi Michael	Taeli
Paone	Taemane
Tholanzima	Taemane
Mozwandile Scot	Tafane
Tahleho Julius	Tahleho
Simon formerly Ndotswana	Taka formerly Zwelakhe
Takana	Takana
Moloi	Takane
Mtutuzeli	Takane
Mmangalelwa	Talabana
Tembekile	Talabana
Kholekile	Talatala
Zilingele	Taliwe
Tibane	Talla
Joel Motite	Tamane
Motumi	Tana
Michael	Tangu
Moeketsi	Tanunu
Tankiso	Tanunu

Ts'epang	Tanunu
William Fudumele	Tatana
Borata	Taunyane
Tebalo Clement	Tawana
Mpandlana Nelson	Tayi
Lungisile Michael	Tayo
Motlatsi	Tebele
Lekeba	Tebello
Ntshwalantshwala	Tebeni
Mase	Tefa
Ntala Michael	Tefo
Milton	Tekula
Mantontsi Joseph	Telile
Thabiso Samuel	Telite
Mceke Andrea	Tembela
Thabo Bernard	Teme
Khethisa	Tenabatho
Seabata Simon	Tenei
Leon	Tengile
Bishop	Tenza
Zakaria Tello	Terai
Mlahlwa Collins	Tesmela
Mpoyi Grey	Teto
Richmond	Teyise
Kamoho Nathanael	Thaane
Lesose	Thaba
Likoekoe	Thaba
Luka	Thabakhoana
Teboho	Thabana
Mohapi	Thabiso
Moliea	Thabo
Molotsi	Thabo
Khethang Emmanuel	Thaele
Ezekiel Khibane	Thafeng
Tau	Thafeng
Hopolang	Thai
Madoda	Thai
Mako	Thakaletuka

Daniel Seabata	Thakamakau
Hlabishi James	Thakeng
Moeketsi	Thakholi
Monaheng	Thamae
Moruti Mathias	Thamae
Motseki	Thamae
Solomane	Thamae
Toka	Thamae
Tsabalira	Thamae
Tseliso	Thamae
Moshe Mathibela	Thamahane
Ntsoebeane	Thamane
Ndawuzakhe	Thamba
Moferefere Andrease	Thanana
Phallang Camillus	Thantsi
Moqale	Thatho
Seqobela	Thatho
Tankiso Paul	Thatho
Velile	Thayi
Adam	Thebe
Pusetso	Thebe
Sebuse	Thebe
Ramahetlana	Thebele
Pheelo	Thekiso
Majara Emanuel	Theko
Alphonge Mathala	Thelejane
Tahio David	Thelingoane
Foqwana	Themba
Grey	Thena
Phapang	Thetsane
Alfred Thetso	Thetso
Mautu	Thetso
Lejone	Thibatsane
Fikile	Thile
Pitso	Thipe
Tokelo	Thobala
Motsoeu Samuel	Thobane
Molahlehi	Thole
Lekhetho	Tholo

Alex Eyang	Thomas
Ntsikelelo Andrew	Thomas
Siza	Thomas
Molefe	Thoriase
Tseliso Japi	Thothome
Khalashe	Thousand
Thulo Spencer	Thulo
Tseliso Edwin	Thulo
Mokhele Nathnael	Thuloane
Msabi Geelbooi	Thundezwa
Siyabonga	Thunu
Moloisane Leornd	Thuso
Mzameni	Thutane
Tello	Thuube
Palo	Tieli
Stephen Tsolo	Tiilo
Mbuzana Sidubule	Tiki
Ndobi	Tilikani
Mlungwana Phakamile	Tiso
Zihlalele	Tito
Daniel Dumaculo	Tivane
Salomao	Tivane
Lorenzo Phillipe	Tivani
Teboho Anthony	Tjakama
Tsiliso Daniel	Tjaoe
Zolile Zacharia	Tjawe
Tsiu Amos	Tjoane
Thuso Tjokosela	Tjokosela
Sebatli	Tjopa
Caswell Manko	Tlaba
Tlhoriso	Tlaba
David Thabiso	Tlahali
Morena	Tlai-Tlai
Phakiso Alphonce	Tlali
Semenyane Clement	Tlali
Mosebetsi Michael	Tledima
Tsebang	Tlelase
Tello Alphonce	Tlhabi
Mokhele Petrus	Tlhahane

Sebota	Tlhola
Tsietsi	Tlhoriso
Sebefane	Tofa
Mbeko	Tofile
Mahleka	Tokonya
Mtshiselwa	Tokoyi
Tseko	Tolo
Manase	Tom
Mfundo	Tom
Thomas Ntakumbana	Tom
Sizakele John	Tomela
Qwalasela	Tomose
Sindile	Toni
Mphiwa	Tonisi
Tahleho Samuel	Tota
Justino Mateus	Tovela
Mokebe	Trapane
Seabata	Tsalala
Tseko	Tsamona
Potlaki	Tsanyane
Jasties Tinkane	Tsase
Mninawe	Tsawe
Vuyile	Tsawe
David Setsoto	Tseeke
Mphatlalatsane	Tsehlo
Thabang Kabinyane	Tsehlo
Thamae	Ts'eke
Tisetso Sidwell	Tsekela
Paul Teboho	Tsekiso
Tebape	Tseko
Ts'epo	Tseko
Ntsoeu Motipi	Tsele
Moruti	Tsemane
Tsane Edward	Tsene
Lefurusi Abinare	Tsepe
Jeriel Letsela	Tsephe
Shadrack Mapupetsa Kahlolo	Tsepo
Alfred Sibongiseni	Tshabalala
Maqalani Israel	Tshabalala

Mischack Molokotho	Tshabalala
Sicelo William	Tshabalala
Zitulele	Tshafuthi
Mngunakadlali Alfred	Tshaka
Mntakwaba	Tshangane
Wellington Nkosamabhele	Tshangela
Macebo David	Tshatshu
Manono	Tshaya
Sechaba	Tshehlana
Jongisizwe Patrick	Tshingana
Mkhuseli Abel	Tshinuana
Thembeni	Tshiselo
Dillo Michael	Tshobisa
Makhalasi	Tshokolwana
Anthony Zamokwakhe	Tshomela
Bayete Amos	Tshongolo
Joseph	Tshotsho
Avpa Johannes	Tshweu
Mlindeli	Tshwila
Lenkoane Stephen	Tsiame
David	Tsiane
Fusi Daniel	Tsiane
Stephen Sempe	Tsibane
Senoko	Tsiboho
Lebenya	Tsikoane
Liau Josias	Tsimatsi
Goodhope	Tsita
Khetisa Elia	Tsitsimapana
Mokone	Tsoaeli
Remaketse	Tsoake
Thembenkosi Johannes	Tsoanyana
Mosala Albert	Tsoanyane
Lerata	Tsoelipe
Phethang	Tsoenyane
Isaac Sello	Tsoeu
Johannes Lerotholi	Tsoeu
Mateu	Tsoeu
Serame	Tsoeute
Lefu	Tsoinyana
Mncedi	Tsoko
Bofihla	Tsolo
Lebohang	Tsolo

Nako Eliot	Tsolo
Ntoa	Tsolo
Thethani Simon	Tsolo
Sikhosonke	Tsomo
Zamilizwe Walois	Tsomo
Napo	Ts'omo
Thabo	T'sosanae
Jackson Mohau	Tsosane
Rabi Jeremiah	Tsosane
Khotso	T'sosane
Ben	Tsotetsi
Leoma	Tsotetsi
Vuyani	Tsotsa
Alfred Geelbooi	Tsoudi
Letlatsa Johannes	Tsubane
Flansi	Tsube
Edward Tefo	Tsukula
Matshatu Horben	Tsuputsi
Thofolo Samuel	Tsuputsi
Mathanjana	Tukutezi
Nqayingane Johnson	Tula
Ndoyisile	Tula
Motlalepula Ephraim	Tumo
Vuyisile Stanford	Tungele
Vuyisile	Tungu
Mpho	Tununu
Lefujane	Tuoane
Mteleli	Tupa
Mona	Tupeni
Mfuneko	Twala
Vuyani William	Twala
Mayuntwana	Twanana
Khwinto	Twani
Dibanisile	Tyafa
Dilisha	Tyalimpofu
Gcinikhaya	Tyanda
Mzamli	Tyanda
Mtombo Benjamin	Tyapile
Mthetheleli	Tyata
Butiyana William	Tyathunga
Aaron Zixelile	Tyatyaza
Mkhuseli Headman	Tyatyaza

Zolile Edgars	Tyhilana
Mthobeli Goodman	Tyibilika
Simatu	Tyoko
Raymond Mtunzi	Tyuthulo
Mbuyiselo Simon	Vabaza
Mntakalisi	Vabuhlungu
Tayigani	Vabutuntu
Pumzile Elliot	Vakalisa
Melozi Cornest	Valashiya
Robert Maliwo	Valashiya
Stanley	Valela
Mcebisi Edson	Vanqa
Zithulele Wiseman	Vanqa
Nzimeni Daniel	Vanyaza
Monde Patrick	Vaphi
Ndoyisile	Vaphi
Mtobeli Elson	Vapi
Mamewu	Vava
Kayaletu	Vayeke
Sizakele Cyril	Velaphi
Jalisile Rundell	Velem
Stishi Bethwell	Velem
Zongezile	Velem
Zoyisile	Vellem
Raul Laimo	Vilanculos
Sipho Michael	Villo
Linda Boy	Vilo
Mfuneko	Vinindwa
Zolile Gladstone	Vinqishe
Mpikinini	Vithi
Joseph Freddie	Vogt
Babini	Voko
Mxolisi	Voko
Ntobeko Edward	Vuka
Mzoliswa	Vukubi
Sindephi	Vukubi
Buyisile	Vukuza
Monde	Vulindlela
Phillip	Vuma
Pumisani	Vuma
Nceba Witness	Vumindaba
Mongameli John	Vuthuza
Zamasile	Vuza
Fuzile Wicliff	Waki
Mzimkulu Jalson	Walisi

Bonakele France	Wana
Kilili David	Wanyaza
Billy	Wapi
Lelesi	Wapi
Cingayedwa	Warosi
Mpumelelo Boyseen	Wayini
Tutu	Wayini
Michael	Wela
Ndzimeni	Welile
Jakuja	Wellington
Sipho	Wenana
Mzimkhulu	Wetbooi
Maruping Petrus	Wetes
Ndumiso	Wezi
Boy	William
Nteme Elvis	Williams
Nash	Witbooi
Zamumzi Melvin	Witbooi
Zithethele	Woko
Sicelo	Wolobhile
Zwelinzima	Wondo
Sebenzile	Wongama
Lehlonono	Wotsa
Mtshaza	Xagwe
Sam Mandlenkosi	Xakana
Noyoyo	Xakeka
Zenzele Cameron	Xaki
Zuzile Amos	Xaki
Andile	Xakile
Velile	Xala
Gidima Petros	Xalaba
Mquva Herbert	Xalisa
Colbert Mpumelelo	Xama
Mzwandile Jackson	Xamlashe
Nose Jackson	Xashi
Sipho Eric	Xela
Laurence Siboleke	Xentsa
Tonono Elliot	Xhalabile
Khebenqu Richard	Xhangayi
Mzayifani	Xhantibe
Zama	Xhate
Simisi	Xhokolo
Tanduxolo	Xobiso
Saziso Michael	Xokolo
Zolile	Xokolo

Cvicus Sipho	Xolo
Nelson	Xongo
Mandzosindiso	Xoza
Hlatikule Humphrey	Xuza
Ndabisukile Cyprian	Yalo
Nzimeni	Yamapi
Mhlangabezi	Yana
Mongezi	Yantolo
Dambile Mayfold	Yaphi
Puli Jackson	Yawa
Sipho Albert	Yawa
Tembinkosi	Yawa
Lungisile	Yeki
Mzimeli	Yelo
Zamokwakhe Washington	Yeni
Mzimkulu	Yisa
Welile Alfred	Yoli
Lungisile	Yolwa
Mlungisi Welcome	Yolwa
Thobela David	Yothwana
Zanzolo	Yuse
Mongezi	Yusi
Mniminzi Alfred	Zali
Mkhahgeli	Zama
Sikumbuzo	Zamani
Sicetshe	Zamikhaya
Zolile	Zamxaka
Didekile Paul	Zanazo
Balekile Trinity	Zanemdi
Fezile Sydwell	Zantsi
Mthethunzima James	Zathu
Babini	Zawula
Daluxolo Dean	Zazini
Michael Mncedisi	Zazini
Matayi	Zenzile
Nkosinathi	Zenzile
Wilfred Libalele	Zenzwa
Mtateni Zolile	Zibi
Nqaba	Zibi
Fayindawo	Zibuwa
Abednigo Mzekelo	Zide
Dalusize	Zide
Nkosiphendule	Zide
Sithembele	Zide

Tembekile	Zide
Vabaza	Zide
Mzunani Vuyisile	Zifo
Mahlelemile	Zifune
Mongezi Grey	Zigana
Matric Sonwabo	Zihlangu
Tembani	Zililo
Velile Attinel	Zimema
Samuel Micas	Zimila
Nceba Samuel	Zingithwa
Zamekile	Zinggi
Mbuyiselwa	Zinike
Menzi	Zinti
Thembela Lennox	Ziqu
Ndoyisile Alex	Zitatele
Tyombese	Ziwani
Mtshalu	Zola
Gwebile	Zolwana
Gontana	Zonda
Sityoli	Zondeka
Maseke	Zuka
Gcinimtetho	Zulu
Vincent Tshayezakhe	Zulu
Simon Khombezakhe	Zuma
Amos	Zunguzame
Pityo	Zuzile
Qhali	Zwane
Manyamza	Zwedala
Mkhosama	Zwelidumile
Fezile	Zwelifile
Mthethonzima	Zwelifile
Maqungo	Zwelinzima
Mtutuzeli	Zweni
Zenyuse Johannes	Zwezwe

Table B

Item no	Name and Surname
1.	Malefetsane Mohlakasi
2.	Mona Melao
3.	Motlalepula Phetane
4.	Ntjana Ntjana
5.	Mahola Selibo
6.	Tshehla Solomon Hlalele
7.	Malepa Puso
8.	Zamukulungisa Dyantyi
9.	Sekhobe Letsie

Table C

Item no	Name & Surname:
1.	Alpheus Zonisile Blom
2.	Vuyisle Bunge
3.	Mongesi Hempe
4.	Mziwamadoda John Kobe
5.	Lefu Lemoana
6.	Pitso Lilochane
7.	Wilson Ntabene Mafolwana
8.	Zwvelinzima Makaka
9.	Tsidiso Mokhanya
10.	Peete Alphone Moshoeshoe
11.	Tseliso Motlatsi
12.	Thobeka Rejoice Ngidi
13.	Motlalepula Sejake
14.	Petros Khasu Thube
15.	Letuka Michael Pebane
16.	Mosekeseke Samuel Motaung
17.	Letia Isabela Mabela
18.	Calesia Ngidi
19.	Nozinja Victoria Mtoto

20.	Matumo Bernice Kesi
21.	Mathabiso Namane
22.	Nonezile Njani
23.	Mathuso Nkete
24.	Mapokane Semakale

SCHEDULE E

FORM OF RELEASE BY CLAIMANTS IN THE SILICOSIS CLASS ACTION

PLEASE READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS

DETAILS OF SETTLING CLAIMANT (INCLUDING DEPENDENT CLAIMANTS)

I, the undersigned,

Insert Full Name:	

(Fill out 1 (one) of the following, as applicable:)

With South African Identity Number:		
With Passport number:		*(insert country of issue)*
With employee/industry number:		
Contact number		
Physical address		

am submitting a claim to the Tshiamiso Trust:

(tick one of the following)

1.	In my own right as a gold mineworker engaged in Risk Work	
2.	As a dependent of a deceased gold mineworker engaged in Risk Work	
3.	As the executor of the estate of a deceased gold mineworker engaged in Risk Work	
4.	As the parent and/or guardian of a minor dependent of a deceased gold mineworker engaged in Risk Work	

RELEASE OF LIABILITY EXCEPT IN TERMS OF THE TRUST DEED

1. I acknowledge that I am bound by the settlement and terms set out in the Tshiamiso Trust Deed (the **Trust Deed**), the underlying settlement agreement (the **Settlement Agreement**) which contemplated the establishment of the Tshiamiso Trust (the **Trust**), and the judgement certifying the class of Settling Claimants under case number:[**INSERT CASE NUMBER**].

2. I also acknowledge, for good measure, that I have no claim against the Trust, its employees and third party contractors, or its trustees (the **Trustees**), except as expressly set out in the Trust Deed.

3. I also acknowledge that I have no claim or recourse of whatsoever nature against any of parties to the Settlement Agreement or the Claimants' Agent (as defined in the Trust Deed) arising from the terms of the Trust Deed or any failure by the Trustees to comply with the terms of the Trust Deed or to conduct the affairs of the Trust in the manner required of them.

CONSENT TO THE COLLECTION AND STORAGE OF PERSONAL INFORMATION

4. I understand and agree that the Tshiamiso Trust and its nominees may be required to collect and process personally identifiable information, including (without limitation) my special personal information (as defined in the Protection of Personal Information Act, 2013), and that personal information may, from time to time, be shared with certain persons in terms of the Trust Deed and the Settlement Agreement (including, without limitation, to and between, the parties to the Settlement Agreement, and their Affiliates, as defined in the Trust deed) and such information may in appropriate circumstances reside outside of South Africa. I understand and agree that the Tshiamiso Trust and its nominees shall be entitled to transfer my personal information to such locations outside of South Africa, and use my personal information in such locations.

5. I understand and agree that the Tshiamiso Trust and its nominees may be required to use, disclose to and collect from industry databases, credit bureaus and other databases, including (without limitation) the databases of the Medical Bureau for Occupational Diseases (MBOD), the Compensation Commission for Occupational Diseases (CCOD), previous employers and/or pension or provident funds, personally identifiable information about me (including, without limitation, medical information and other special personal information, as defined in the Protection of Personal Information Act, 2013), and disclose that information to the parties to the Settlement

Agreement, and I hereby authorise any person whom the Trustees or their nominees contact in this regard to provide such information to them.

6. I understand and agree that Tshiamiso Trust and its nominees may be required to compile and disclose to any party to the Class Action Litigation my personal contact details which may be required pursuant to an order of court or for discovery in such proceedings.

7. I understand and agree that the Tshiamiso Trust and its nominees (including, without limitation, the Trust's Claims Lodgement Officer) may collect and process my personally identifiable information, including (without limitation) biometric data.

IF YOU ARE 18 YEARS OR OLDER:

I am 18 years or older. **I understand the legal consequences of signing this document.** I understand that this document is written to be as broad and inclusive as legally permitted by the laws of South Africa. I agree that if any portion is held invalid or unenforceable, I will continue to be bound by the remaining terms. I have read this document, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

_____

Signature of Settling Claimant

IF THE SETTLING CLAIMANT IS UNDER 18 YEARS OF AGE:

I am the parent and/or legal guardian of the Settling Claimant. **I understand the legal consequences of signing this document on behalf of the Settling Claimant.** I understand that this document is written to be as broad and inclusive as legally permitted by the laws of South Africa. I agree that if any portion is held invalid or unenforceable, I (and the Settling Claimant) will continue to be bound by the remaining terms. I have read this document, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

_____

Signature of parent/guardian of Settling Claimant

SCHEDULE F

QUALIFYING MINES AND QUALIFYING PERIODS IN RESPECT TO QUALIFYING MINES

This schedule of Qualifying Mines and Qualifying Periods has been compiled for purposes of concluding the Settlement Agreement and this Trust Deed without admission of liability by any of the Founders. This schedule is solely for purposes of determining the Contributions due by each Founder in terms of this Trust Deed and nothing in this schedule constitutes an admission of liability for any other purpose either in relation to the Parties to this Trust Deed, the Parties to the Settlement Agreement or any other party. This schedule does not constitute an admission by any of the Founders that they owned, operated, controlled or were in any way responsible for any of the Qualifying Mines during any of the Qualifying Periods and neither the Parties to this Trust Deed, the Parties to the Settlement Agreement or any other party may rely on this schedule for purposes of instituting any claims against any of the Founders or for any other reason.

Founder and Qualifying Period	**Anglo American South Africa Limited**		**AngloGold Ashanti Limited**		**African Rainbow Minerals Limited**		**Harmony Gold Mining Company Limited**	
Qualifying Mines	**Start**	**End**	**Start**	**End**	**Start**	**End**	**Start**	**End**
SA Land	12-Mar-1965	31-Dec-1976						
Daggafontein	12-Mar-1965	31-Dec-1967						
East Daggafontein	12-Mar-1965	31-Dec-1976						
Elandsrand only (not including Deelkraal).	01-Jan-1978	31-Dec-1997						
Elandsrand and Deelkraal (also called Elandskraal). To Kusasalethu			01-Jan-1998	08-Apr-2001			09-Apr-2001	Termination Date[1]
Western Holdings (including Welkom, Saaiplaas). To Free State Cons, ***split as below*** in 1997	12-Mar-1965	31-Mar-1997						
Western Holdings (1,2,3,4,6,7) (Welkom mines, to ARMGold)	01-Apr-1997	31-Dec-1997	01-Jan-1998	27-Jan-1998			28-Jan-1998	Shafts 2-7: 30-Jun-2004 Shaft 1: 30-Jun-2005

[1] Termination date as defined in the Trust Deed

Founder and Qualifying Period	Anglo American South Africa Limited		AngloGold Ashanti Limited		African Rainbow Minerals Limited		Harmony Gold Mining Company Limited	
Qualifying Mines	**Start**	**End**	**Start**	**End**	**Start**	**End**	**Start**	**End**
Matjhabeng (Western Holdings other 4 shafts Kudu, Nyala, Sable, Eland which were former Freddies and Free State Geduld shafts)	01-Apr-1997	31-Dec-1997	01-Jan-1998	31-Dec-2001			01-Jan-2002	Nyala: 31-Mar-2005 Others: 30-Jun-2005
Saaiplaas 2,3							01-Apr-1997	30-Jun-2004
Saaiplaas 4,5 (Masimong) (FreeGold 3)	01-Apr-1997	31-Dec-1997	01-Jan-1998	19-Sep-1998			20-Sep-1998	Termination Date[2]
Free State Geduld (including Freddies). To Free State Cons, FreeGold 2 and 4), ***split as below***	12-Mar-1965	31-Dec-1997						
Freddies 7 and 9 (to Kades Barnea cc, Pamodzi, now part of Target mine)			01-Jan-1998	02-Apr-1998			18-Feb-2010	Termination Date
Freegold 2, 4 (Tshepong, Phakisa, which were former Freddies and Free State Geduld shafts)			01-Jan-1998	31-Dec-2001			01-Jan-2002	Termination Date
President Brand (to Steyn in 1996, then Free State Cons, FreeGold 1) ***see below***	12-Mar-1965	31-Dec-1997						
President Steyn (to Free State Cons, FreeGold 1), ***split as below***	12-Mar-1965	31-Dec-1997						
Steyn 1,2 (to Kades Barnea cc, Pamodzi, then Bambanani)			01-Jan-1998	02-Apr-1998			18-Feb-2010	Termination Date

[2] Termination date as defined in the Trust Deed

Founder and Qualifying Period	Anglo American South Africa Limited		AngloGold Ashanti Limited		African Rainbow Minerals Limited		Harmony Gold Mining Company Limited	
Qualifying Mines	**Start**	**End**	**Start**	**End**	**Start**	**End**	**Start**	**End**
Steyn 3,4 (FreeGold 1, then Bambanani)			01-Jan-1998	31-Dec-2001			01-Jan-2002	Termination Date
Brand 1, 2, 3, 5 (Steyn 5 to 8)			01-Jan-1998	30-Apr-1998			01-May-1998	Shaft 2: 31-Mar-2002 Shaft 1,3: 30-Jun-2010 Shaft 5: 30-Jun-2005
HJ Joel / Joel			01-Jan-1998	31-Dec-2001			01-Jan-2002	Termination Date[3]
Western Reefs (merged with Vaal Reefs)	25% from 12-Mar-1965	25% to 31-Dec-1971	75% from 12-Mar-1965	75% to 31-Dec-1971				
Vaal Reefs (all shafts - ***split in 1998 as below)***	25% from 12-Mar-1965	25% to 31-Dec-1997	75% from 12-Mar-1965	75% to 31-Dec-1997				
Vaal Reefs (1,3,4,5,6,7) (Orkney mines to ARMGold)			01-Jan-1998	31-Jul-1998			01-Aug-1998	27-Feb-2008
Vaal Reefs 2 (Orkney mines to ARMGold)			01-Jan-1998	30-Jun-2001			01-Jul-2001	27-Feb-2008
Vaal Reefs 8 (Great Noligwa)			01-Jan-1998	28-Feb-2018			01-Mar-2018	Termination Date
Vaal Reefs 9 (Kopanang)			01-Jan-1998	28-Feb-2018				
Vaal Reefs 10 (Tau Lekoa)			01-Jan-1998	01-Aug-2010				
Vaal Reefs 11 (Moab Khotsong)			01-Jan-1998	28-Feb-2018			01-Mar-2018	Termination Date
Western Deep Levels (renamed in 1998 as below)	12-Mar-1965	31-Dec-1997						
Mponeng (South Mine WDL 1)			01-Jan-1998	Termination Date				
Tau Tona (East Mine WDL 3)			01-Jan-1998	31-Oct-2017				

[3] Termination date as defined in the Trust Deed

Founder and Qualifying Period	**Anglo American South Africa Limited**		**AngloGold Ashanti Limited**		**African Rainbow Minerals Limited**		**Harmony Gold Mining Company Limited**	
Qualifying Mines	**Start**	**End**	**Start**	**End**	**Start**	**End**	**Start**	**End**
Savuka (West Mine WDL 2)			01-Jan-1998	31-Oct-2017				
St Helena							31-Oct-2002	Shaft 2: 31-Dec-2003 Others: 30-Jun-2008
Evander (including Kinross, Leslie, Bracken and Winkelhaak mines)							01-Sep-1998	28-Feb-2013
Randfontein Estates (incl Doornkop, Cooke), ***split as follows***								
Doornkop							01-Mar-2000	Termination Date[4]
Cooke 1, 2 and 3 (Rand Uranium)							01-Mar-2000	21-Nov-2008
Cooke 4 (Ezulwini)							01-Mar-2000	29-Dec-2006
Unisel							09-Sep-1996	Termination Date
Harmony mine							12-Mar-1965	Shaft 4: 30-Sep-2002 Others: 30-Jun-2010
Merriespruit							01-Jun-1973	Shaft 3: 14-Apr-2010 Shaft 1: 31-Dec-2010
Hartebeesfontein					12-Mar-1965	24-Aug-1999		
Loraine (Shafts 1,2 and 3) ***split in 1998 as below***					12-Mar-1965	19-Feb-1998		

[4] Termination date as defined in the Trust Deed

Founder and Qualifying Period	Anglo American South Africa Limited		AngloGold Ashanti Limited		African Rainbow Minerals Limited		Harmony Gold Mining Company Limited	
Qualifying Mines	**Start**	**End**	**Start**	**End**	**Start**	**End**	**Start**	**End**
Loraine 3 (sold 20 Feb 1998 to Kades Barnea, Pamodzi). Renamed Target 3							18-Feb-2010	Termination Date
Loraine 1&2 (part of AvGold, renamed Target 1&2)					20-Feb-1998	10-May-2004	11-May-2004	Termination Date[5]
Zandpan					12-Mar-1965	30-Jun-1972		
Virginia mine					12-Mar-1965	17-Jun-1973	18-Jun-1973	30-Jun-2003
Village Main Reef					1-July-1967	31-Dec-1995		

[5] Termination date as defined in the Trust Deed

Founder and Qualifying Period	**South Deep Joint Venture**		**Sibanye Gold Limited**	
Qualifying Mines	**Start**	**End**	**Start**	**End**
St Helena	12-Mar-1965	30-Oct-2002		
Western Areas (to South Deep)	12-Mar-1965	31-Mar-1999		
South Deep	01-Apr-1999	Termination Date[6]		
Evander (including Kinross, Leslie, Bracken and Winkelhaak mines)	01-Jan-1998	31-Aug-1998		
Randfontein Estates (incl Doornkop, Cooke), ***split as follows***				
Doornkop				
Cooke 1, 2 and 3 (Rand Uranium)			01-May-2014	31-Oct-2017
Cooke 4 (Ezulwini)			01-May-2014	31-Dec-2016
Beatrix (including Oryx)			01-Jan-1985	Termination Date
Oryx (to Beatrix)			01-Jan-1993	01-Jul-1999
Driefontein (including East Driefontein, West Driefontein and Driefontein Cons)			12-Mar-1965	Termination Date
Kloof (including Leeudoorn from 1 Jan 1993, Libanon and Venterspos)			12-Mar-1965	Termination Date
St Helena (Beisa section)			01-Jul-1983	30-Nov-1984

[6] Termination date as defined in the Trust Deed

SCHEDULE G

ACTUARIAL DETERMINATION PRINCIPLES AND PROCEDURES

1. GENERAL PRINCIPLES

1.1 Contributions for each Founder will essentially be determined on a one-year forward looking basis, with it not being necessary to accumulate solvency reserves given the security provided by the Founders in terms of the Settlement Agreement, read with clause 28.5 of the Trust Deed.

1.2 The Benefit Contributions of the Founders for the first two years, and the Trust Administration Contributions of the Founders for the first year, have been determined and are specified in the Trust Deed.

1.3 The Trust will maintain a separate notional Benefit Account and Administration Expense Account for each Founder for the duration of the Trust.

1.4 The sum of the notional accounts of all the Founders should correspond closely to the net asset value of the Trust (cash and investments less current liabilities plus current assets) at each financial year-end of the Trust.

1.5 Every Benefit paid or payable by the Trust, after the Benefit Modifiers have been applied, will be apportioned to the Founders according to the years of Risk Work of the Eligible Claimant within Qualifying Periods at Qualifying Mines of each Founder (as set out in Schedule F) as a proportion of the total years of Risk Work of the Eligible Claimant within Qualifying Periods at Qualifying mines of all the Founders.

2. BENEFIT CONTRIBUTIONS

2.1 The Benefit Contributions for all the Founders for the first two years (defined in the Trust Deed as the Initial Benefit Contribution) is R1 420 000 000, which will be apportioned per Founder as set out in the Trust Deed.

2.2 Benefits paid or payable to Eligible Claimants (after applying Benefit Modifiers) will be apportioned between the Founders according to the Eligible Claimants' years of Risk Work during a Qualifying Period at a Qualifying Mine of each Founder as set out in Schedule F, as a proportion of the Eligible Claimants' total years of Risk Work during a Qualifying Period at a Qualifying Mine for all the Founders ("Attributed Benefit Payments"). In the case of a Dependent Claimant, reference to "Eligible Claimant" shall be construed as a reference to the Deceased Individual for purpose of this paragraph.

2.3 For each Founder a notional Benefit Account has to be accumulated, starting with the Initial Benefit Contributions received from the Founder, deducting that Founder's Attributed Benefit Payments, and adding investment returns earned on the Benefit Account (net of tax and investment costs).

2.4 The accumulation is to be done at monthly intervals.

2.5 Prior to the end of each Annual Period (not less than 120 days), the Trust (in consultation with the Financial Consultant) has to estimate the balance in each Founder's Benefit Account, allowing for:

2.5.1 The balance in the Founder's Benefit Account at the most recent month-end;

2.5.2 Expected Attributed Benefit Payments that will be paid or become payable after the month-end in 2.5.1 above, to the end of the Annual Period. This should include allowance for in-process claims, estimating the proportion of in-process claims that would become qualifying claims (per disease class) and estimating the proportion of these that may be allocated to the Founder (based on past experience);

2.5.3 Expected Benefit Contributions that would be paid by the Founder after the month-end in 2.5.1 above, to the end of the Annual Period;

2.5.4 Investment returns expected to be earned on the Benefit Account (net of tax and investment costs) until the end of the Annual Period.

2.6 Prior to each year-end (the Trust Deed provides for not less than 120 days prior to the commencement of each Annual Period), starting at the end of year 2, the Trust (in consultation with the Financial Consultant) has to estimate the expected claims for the following Annual Period, per Founder. The following should be considered:

2.6.1 The number of Settling Claimants that would be traced in the next year[7];

2.6.2 The claim rate (proportion of the Settling Claimants that are expected to be Eligible Claimants) per disease and severity class[8];

[7] In practice this can be judged if tracing is done systematically and comprehensively per defined geographic area. The surviving ex-miner pool in each region can be estimated upfront (for instance from the Ehrlich paper done on the TEBA data). Based on the geographic areas expected to be covered in the following year, the proportion traced can be estimated (for example if the Eastern Cape is estimated to house 30% of the surviving ex-miner population and 50% of this area will be dealt with in the planned tracing program for the following year, 30% x 50% = 15% of the tracing will be done). A similar estimate can be done in respect of qualifying dependents.

[8] This can be judged from the qualifying claims submitted in previous years, relative to the total number of potential claimants traced. Allowance would need to be made for possible differences between previous experience and the following year's expected experience.

2.6.3 The benefit level for the following year (per disease and severity class), allowing for inflation as applicable;

2.6.4 The average Benefit Modifier as set out in the Trust Deed (typically adjusting for non-qualifying gold mining service);

2.6.5 The proportion of Benefits expected to be allocated to the Founder, which may differ per disease class, based on past experience, allowing for possible differences between past experience and the following year's anticipated experience;

resulting in an estimate of the Attibuted Benefit Payments for each Founder for the next Annual Period.

2.7 The Trust (in consultation with the Financial Consultant) has to decide on a Benefit Account Margin (as a percentage, the maximum of which is 30%) to allow for uncertainty in the estimate of the expected claims in 2.6 above. This Benefit Account Margin may differ per Founder.

2.8 The required Benefit Contribution for each Founder (for the next Annual Period) is to be calculated so that:

2.8.1 the Benefit Account value at the start of the year (determined in 2.5 above);

2.8.2 plus the projected Benefit Contribution for the following year;

2.8.3 less estimated Attributed Benefit Payments for the following year (from 2.6 above);

2.8.4 plus projected net investment returns earned on the Benefit Account for the year,

would be equal to a minimum of the Founder's Attributed Benefit Payments for the following year (from 2.6 above) with allowance for the Benefit Account Margin (from 2.7 above).

2.9 It is possible that the required Benefit Contribution for a Founder could be zero (in the event that the Benefit Account value at the start of the year is projected to be sufficient to provide the minimum required year-end balance in the Benefit Account).

2.10 Where a Founder elects to contribute a higher amount than the required Benefit Contribution (including contributions in terms of clauses 8.6.8, 29.2 and 29.5 of the Trust Deed), such additional contribution would be allocated to that Founder's Benefit Account and accumulated in the same way as the required Benefit Contribution.

3. TRUST ADMINISTRATION EXPENSE CONTRIBUTIONS

3.1 The Trust will receive a R5 million start-up contribution, which will be apportioned per Founder as set out in the Trust Deed.

3.2 The start-up expenses of the Trust will be apportioned per Founder in the same way as the start-up contributions.

3.3 The Trust Administration Contributions for the first year is R100 million, which will be apportioned per Founder as set out in the Trust Deed.

3.4 The Trust's expense for the first year will be apportioned per Founder in the same way as the Initial Benefit Contribution (as set out in the Trust Deed).

3.5 For each Founder a notional Administration Expense Account has to be accumulated, starting with any unused Start-Up Contribution, adding the Trust Administration Contributions received from the Founder, deducting that Founder's share of expenses paid and adding investment returns earned on the Founder's Administration Expense Account (net of tax and investment costs).

3.6 The accumulation is to be done at monthly intervals.

3.7 Prior to the end of each Annual Period (not less than 120 days), the Trust (in consultation with the Financial Consultant) has to estimate the balance in each Founder's Administration Expense Account at the end of that Annual Period, allowing for:

3.7.1 The balance in the Founder's Administration Expense Account at the most recent month-end;

3.7.2 Expected trust expenses that will be paid or become payable after the month-end in 3.7.1 above, to the end of that Annual Period, allocated per Founder in the same proportion as applicable at the start of that Annual Period;

3.7.3 Expected Trust Administration Contributions that would be paid by the Founder after the month-end in 3.7.1 above, to the end of that Annual Period;

3.7.4 Investment returns expected to be earned on the Administration Expense Account (net of tax and investment costs) until the end of that Annual Period.

3.8 Prior to the end of each Annual Period (not less than 120 days), starting at the end of year 1, the Trust (in consultation with the Financial Consultant) has to provide an expense budget for the following Annual Period.

3.9 The expense budget in 3.8 above, will be allocated to each Founder in such a way that the cumulative expenses to be allocated to each Founder from the Effective Date to the end of the following Annual Period, will be the same proportion of total Trust expenses, as that Founder's cumulative Attributed Benefit Payments (from the Effective Date to the end of the

following Annual Period) as a proportion of total Benefit payments (across all Founders over the corresponding period), as follows:

3.9.1 Calculate the sum of the Attributed Benefit Payments for each Founder from the Effective Date to the end of the next Annual Period (including the actual and expected payments to the end of the next Annual Period as described in 2.2, 2.5.2 and 2.6);

3.9.2 Calculate each Founder's proportion of the total cumulative Benefit payments across all Founders, (as described in 3.9.1) to determine the Founder's "Cumulative Benefit Proportion";

3.9.3 Determine the total Trust administration expenses since the Effective Date across all Founders (including actual and expected expenses to the end of the next Annual Period as described in 3.7.2 and 3.8 above);

3.9.4 Calculate each Founder's Cumulative Attributed Expenses by applying that Founder's Cumulative Benefit Proportion to the cumulative Trust expenses as described in 3.9.3. This represents the cumulative expenses that should be allocated to that Founder until the end of the next Annual Period;

3.9.5 Deduct the sum of actual expenses allocated to each Founder's Administration Expense Account since the Effective Date (including expected expenses to the end of this Annual period as described in 3.7.2) from the Cumulative Attributed Expenses of that Founder ("Attributed Expenses" for that Founder for the next Annual Period);

3.9.6 The Cumulative Benefit Proportion calculated in 3.9.2 above, shall be used to allocate expenses between the Founders for the next Annual Period.

3.10 The Trust (in consultation with the Financial Consultant) has to decide on an Expense Account Margin (as a percentage, the maximum of which is 30%) to allow for uncertainty in the estimate of the expected expenses in 3.8 above. This Expense Account Margin may differ per Founder.

3.11 The required Trust Administration Contribution for each Founder (for the next Annual Period) is to be calculated so that:

3.11.1 the Administration Expense Account value at the start of the year (determined in 3.7 above);

3.11.2 plus the projected Trust Administration Contribution for the following year;

3.11.3 less estimated Attributed Expenses for the following year (from 3.9.5 above);

3.11.4 plus projected net investment returns earned on the Administration Expense Account for the year,

would be equal to a minimum of the Founder's Attributed Expenses for the following year (from 3.9.5 above) with allowance for the Expense Account Margin (from 3.10 above).

3.12 The total of the Trust Administration Contributions to the Trust (across all Founders and all years) is subject to a maximum of R845 million (including the start-up contribution).

3.13 It is possible that the required Trust Administration Contributions for a Founder could be zero (in the event that the Administration Expense Account value at the start of the year is projected to be sufficient to provide the minimum required year-end balance in the Administration Expense Account).

3.14 Where a Founder elects to contribute a higher amount than the required Trust Administration Contribution (including contributions in terms of Clauses 8.4.11, 29.2 and 29.5 of the Trust Deed), such additional contribution would be allocated to that Founder's Administration Expense Account and accumulated in the same way as the required Trust Administration Contribution.

SCHEDULE H

STANDARDS AND PRINCIPLES FOR THE DIAGNOSIS AND CERTIFICATION OF QUALIFYING DISEASES

All definitions used in this schedule which are not defined herein, shall have the meanings ascribed to them in the Trust Deed to which this schedule is attached.

1. **STANDARDS**

The following standards and principles will apply to the benefit medical examinations (**BME**s) and certification of Qualifying Diseases:

1.1 Radiological methods and the grading of radiological changes in Silicosis shall be in accordance with the International Labour Organization (ILO) Classification of Radiographs of Pneumoconiosis (Geneva, 2011).

1.2 Reference values for lung function tests shall be those of the European Convention for Construction Steelworks as set out in Quanger, Ph.H. (Ed). Report of the Working Party on standardization of Lung Function Tests. European Community for Coal and Steel. Bull European Plethysmography Respo. 1983 (suppl.5): 7-95. The adjustments in paragraph 4.4 of the "Guidance note for occupational medical practitioners: lung function testing" as published by the Department: Minerals and Energy in September 2003, shall be applied to the reference values for lung function tests.

1.3 The quality and adequacy of lung function tests and their interpretation shall be evaluated in accordance to the standards laid down by the American Thoracic Society.

1.4 The Trustees shall in their discretion (acting reasonably) and in accordance with generally-accepted standards of good medical practice determine the format, extent and quality of BMEs and associated medical reports, provided that in exercising such discretion the Trustees shall not derogate in any way from the standards and principles set out in this Schedule H.

1.5 The post-mortem removal, transportation, examination and preservation of cardio-respiratory organs of deceased mineworkers that were exposed to crystalline silica dust shall be done substantially in accordance with the Guidelines of the National Institute for Occupational Health.

1.6 The diagnosis of Tuberculosis shall be made on clinical, radiological, laboratory and pathological evidence in accordance with the National Guidelines for the Management of Tuberculosis in Adults as published by the Department of Health (2014).

2. **PRINCIPLES FOR THE DIAGNOSIS AND CERTIFICATION OF SILICOSIS IN LIVING CLAIMANTS**

2.1 Diagnosis of Silicosis

The diagnosis of Silicosis shall be based on:

2.1.1 exposure to crystalline silica dust (in a mining environment); and

2.1.2 a radiological finding of ILO 1/1 or greater.

2.2 Assessment of Cardio-Respiratory Impairment associated with Silicosis

2.2.1 The degree of impairment associated with Silicosis shall be assessed in accordance with the following:

Cardio-Respiratory Impairment	**Silicosis Class 1**	**Silicosis Class 2**	**Silicosis Class 3**
Spirometry: FVC & FEV_1	FVC greater than 65% of predicted **or** FEV_1 greater than 65% of predicted **or** FEV_1/FVC greater than 65% of predicted	FVC 65%-52% of predicted **or** FEV_1 65%-52% of predicted **or** FEV_1/FVC 65%-55% of predicted	FVC less than 52% of predicted **or** FEV_1 less than 52% of predicted **or** FEV_1/FVC less than 55% of predicted

2.2.2 If any one of the spirometric measurements (FVC, FEV_1 or FEV_1/FVC) indicates that the Claimant should fall within a class which is more impaired, notwithstanding the fact that the other readings may indicate that the Claimant falls within a less impaired class, the Claimant shall be classified as falling within the more impaired class.

3. PRINCIPLES FOR THE AUTOPSY (POST-MORTEM) DIAGNOSIS AND CERTIFICATION OF SILICOSIS

3.1 Forms of Silicosis

3.1.1 At autopsy Silicosis occurs in two forms, namely:

3.1.1.1 Alveolar proteinosis, or

3.1.1.2 Nodular silicosis-concentric fibrosis in the lung parenchyma (islets), pleura (plaques) and intra-pulmonary lymphnodes.

3.1.2 Palpable nodules are categorized as follows:

3.1.2.1 Occasional (1 to 4);

3.1.2.2 Few (5 to 14);

3.1.2.3 Moderate (15 to 30);

3.1.2.4 Large number (greater than 30); or

3.1.2.5 Massive fibrosis-confluent silicotic islets forming a focus of fibrosis 2cm or more in diameter.

3.2 Certification of Autopsy Silicosis

3.2.1 Silicosis at autopsy shall be certified in accordance with the following:

3.2.1.1 Silicosis Class 1: Occasional or few islets or massive fibrosis where the sum of the lesions is less than 5cm.

3.2.1.2 Silicosis Class 2: Moderate or large number of islets or massive fibrosis where the sum of the lesions is more than 5cm.

3.2.1.3 Silicosis Class 3: Alveolar proteinosis

3.2.2 Silicosis shall be diagnosed as the primary cause of death only if it is specifically indicated as the cause of death in an autopsy report or on an official death certificate.

4. PRINCIPLES FOR THE DIAGNOSIS AND CERTIFICATION OF TUBERCULOSIS IN LIVING CLAIMANTS

4.1 Diagnosis of Tuberculosis

The diagnosis of Tuberculosis shall be made on clinical, radiological, laboratory and pathological evidence in accordance with the National Guidelines for the Management of Tuberculosis in Adults as published by the Department of Health (2014).

4.2 Assessment of Cardio-Respiratory Impairment associated with Tuberculosis

4.2.1 The assessment of the late or permanent effects (impairment) of cardio-respiratory Tuberculosis shall be done at least 12 (twelve) months, and at most 18 (eighteen) months, after completion of chemotherapy for Tuberculosis.

4.2.2 The degree of impairment associated with cardio-respiratory Tuberculosis shall be assessed in accordance with the following:

Cardio-respiratory impairment	**First Degree Tuberculosis**	**Second Degree Tuberculosis**
Spirometry: FVC and FEV_1	FVC 65%-52% of predicted	FVC less than 52% of predicted

	or FEV_1 65%-52% of predicted **or** FEV_1/FVC 65%-55% of predicted	**or** FEV_1 less than 52% of predicted **or** FEV_1/FVC less than 55% of predicted

4.2.3 If any one of the spirometric measurements (FVC, FEV1 or FEV1/FVC) indicates that the Claimant should fall within a class which is more impaired, notwithstanding the fact that the other readings may indicate that the Claimant falls within a less impaired class, the Claimant shall be classified as falling within the more impaired class.

4.2.4 Claimants who are diagnosed with Multi-drug Resistant (**MDR**) or Extremely-drug Resistant (**XDR**) Tuberculosis shall be certified as:

4.2.4.1 MDR – First Degree Tuberculosis

4.2.4.2 XDR – Second Degree Tuberculosis

irrespective of the degree of lung function impairment associated with cardio-respiratory Tuberculosis.

5. PRINCIPLES FOR THE AUTOPSY (POST-MORTEM) DIAGNOSIS AND CERTIFICATION OF ACUTE TUBERCULOSIS

5.1 Post-Mortem Diagnosis of Acute Tuberculosis

The following criteria shall apply to the post-mortem diagnosis of acute Tuberculosis:

5.1.1 Lesions involving the lung parenchyma, bronchi, cavities, pleura, pericardium and/or hilar lymph nodes;

5.1.2 Granulomatous inflammation with caseous necrosis, epithelioid histiocytes and Langhans giant cells with or without acid-fast bacilli; and

5.1.3 The extent of the disease is categorized as: focal, moderate or severe

5.2 Post-Mortem Certification of Acute Tuberculosis

5.2.1 Second Degree Tuberculosis: Moderate to marked Tuberculosis, miliary Tuberculosis or bronchopneumonia Tuberculosis.

5.2.2 First Degree Tuberculosis: post-mortem certification is not possible.

5.3 Cardio-respiratory Tuberculosis shall be diagnosed as the primary cause of death only if it is specifically indicated as the cause of death in an autopsy report or on an official death certificate.

6. MAPPING APPROVED ODMWA CERTIFICATES TO QUALIFYING DISEASES

APPROVED ODMWA CERTIFICATE	QUALIFYING DISEASE
First Degree silicosis	Silicosis Class 2
Second Degree silicosis	Silicosis Class 3
First Degree tuberculosis	First Degree Tuberculosis
Second Degree tuberculosis	Second Degree Tuberculosis

SCHEDULE 5

COURT SANCTIONING APPLICATION PROCEDURE

In this Schedule 5, unless inconsistent with or otherwise indicated by the context, words and expressions defined in the Agreement entered into between, among others, the Companies, Agent, the Class Representatives and the Claimants' Attorneys, to which this form of Court Sanctioning Application Procedure is Schedule 5, have the same meanings when used in this Schedule 5, as those ascribed to them in the Agreement; and

A. **Agent** means K2018259017 (South Africa) Proprietary Limited, a company registered in accordance with the laws of South Africa under registration number 2018/259017/07;

B. **Approval Hearing** means the hearing at which the fairness, reasonableness and adequacy of the Agreement will be deliberated upon before the Court as contemplated in this Schedule 5;

C. **Claimants' Attorneys** means Richard Spoor Inc. Attorneys, Abrahams Kiewitz Incorporated and Legal Resources Centre;

D. **Companies** means, collectively, (i) **African Rainbow Minerals Limited**, a company registered in accordance with the laws of South Africa under registration number 1933/004580/06, (ii) **Anglo American South Africa Limited**, a company registered in accordance with the laws of South Africa under registration number 1917/005309/06, (iii) **AngloGold Ashanti Limited**, a company registered in accordance with the laws of South Africa under registration number 1944/017354/06, (iv) **Avgold Limited**, a company registered in accordance with the laws of South Africa under registration number 1990/007025/06, (v) **Freegold (Harmony) Proprietary Limited**, a company registered in accordance with the laws of South Africa under registration number 2001/029602/07, (vi) **Free State Consolidated Gold Mines (Operations) Limited**, a company registered in accordance with the laws of South Africa under registration number 1937/009266/06, (vii) **Gold Fields Limited**, a company registered in accordance with the laws of South Africa under registration number 1968/004880/06, (viii) **Gold Fields Operations Limited**, a company registered in accordance with the laws of South Africa under registration number 1959/003209/06, (ix) **Newshelf 899 Proprietary Limited**, a company registered in accordance with the laws of South Africa under registration number 2007/019941/07, (x) **Beatrix Mines Limited**, a company registered in accordance with the laws of South Africa under registration number 1977/002138/06, (xi) **Farworks/682 Limited**, a company registered in accordance with the laws of South Africa under registration number 1964/004462/06, (xii) **Driefontein Consolidated Proprietary Limited**, a company registered in accordance with the laws of South Africa under registration number 1993/002956/07, (xiii) **GFL Mining Services Limited**, a company registered in accordance with the laws of South Africa under registration number 1997/019961/06, (xiv) **GFI Joint Venture Holdings Proprietary Limited**, a company registered in accordance with the laws of South Africa under

registration number 1998/023354/07, (xv) **Harmony Gold Mining Company Limited**, a company registered in accordance with the laws of South Africa under registration number 1950/038232/06, (xvi) **Unisel Gold Mines Limited**, a company registered in accordance with the laws of South Africa under registration number 1972/010604/06, (xvii) **Loraine Gold Mines Limited**, a company registered in accordance with the laws of South Africa under registration number 1950/039138/06, (xviii) **Randfontein Estates Limited**, a company registered in accordance with the laws of South Africa under registration number 1889/000251/06, (xix) **Sibanye Gold Limited**, a company registered in accordance with the laws of South Africa under registration number 2002/031431/06, (xx) **Leslie Gold Mines Limited**, a company registered in accordance with the laws of South Africa under registration number 1959/001124/06, and (xxi) **Bracken Mines Limited**, a company registered in accordance with the laws of South Africa under registration number 1959/001126/06; and

E. **Intervenor** means a member of any of the Classes or any interested person who wishes to participate in the Approval Hearing.

1. Promptly after the Signature Date, the Parties shall jointly prepare and file a two-staged application to the Court.

2. In the first stage of the application, an order of Court will be sought in the following terms:

2.1 Declaring that the class of persons listed in Schedule 2 of this Agreement constitute the Classes;

2.2 Granting leave to the Class Representatives to act as class representatives of the Classes;

2.3 Certifying the Claimants' Attorneys as the joint legal representatives of the Classes;

2.4 Approving the First Notice and providing directions for its publication;

2.5 Issuing a *rule nisi* calling upon members of the Classes and any interested parties to approach the Court within a specified period of time to state why a final order should not be made in the following terms:

2.5.1 this Agreement is made an order of Court;

2.5.2 it is declared that this Agreement is binding on the Settling Claimants; and

2.5.3 the Class Action Litigation is terminated as against the Companies if and when this Agreement becomes operative;

2.6 That members of the Classes and any other interested parties, if any, may participate in the Approval Hearing on the return day, and may address the Court on the reasonableness, fairness and adequacy of this Agreement.

2.7 Providing directions on the participation of members of the Classes and any other interested parties at the Approval Hearing, including steps to be taken prior to the Approval Hearing;

2.8 That the parties opposing the grant of the relief on the Approval Hearing (or such of them as the Court may determine) are directed to pay the costs of the application jointly and severally.

2.9 Determining a date for the Approval Hearing; and

2.10 Further and / or alternative relief, which the Court may deem necessary.

3. In the second stage of the application, which is the Approval Hearing, an unconditional order of Court will be sought in the following terms:

3.1 this Agreement is made an order of Court;

3.2 it is declared that this Agreement is binding on the Settling Claimants;

3.3 the Class Action Litigation is terminated as against the Companies if and when this Agreement becomes operative;

3.4 directions for the publication of the Court's decision, this Agreement and the Opt--Out Notice to members of the Classes;

3.5 in the event that this Agreement is not approved by the Court or does not become operative due to a failure of a suspensive condition of this Agreement, an order will be sought terminating the certification of the Classes with immediate effect; and

3.6 further and / or alternative relief, which the Court may deem necessary.

SCHEDULE 6

FORM OF GUARANTEE

The Trustees of the Tshiamiso Trust
[Address]
[Address]
[Address]
[Address]
(hereinafter referred to as the "**Beneficiary**")

[Date]

Dear Sirs

LETTER OF GUARANTEE FOR THE SUM OF [R] ON BEHALF OF [ ]

1. We, the undersigned [_____] and [_____], in our capacities as authorised signatories of [_____], registration number [_____] (the "**Guarantor**"), hereby undertake to pay the Beneficiary, registration number [IT], an amount not exceeding [R (South African Rand)[1]], as reduced in terms of paragraph 5 below, (the "**Guaranteed Amount**") on receipt of a written demand in the form set out in Appendix 1 for payment from the Beneficiary that the amount is due and payable by [ ] (the "**Member**") for Trust Administration Contributions, Initial Benefit Contributions and/or Benefit Contributions in terms of the Trust Deed of the Beneficiary (the "**Trust Deed**").

2. The Guarantor's liability under this guarantee is principal in nature and is not subject to any agreement. The Guarantor's liability shall not be reduced (other than in terms of paragraph 5 below) or in any way affected by any alteration of the terms of the Trust Deed or any other agreements made between the Member and the Beneficiary.

3. The Guarantor will pay on written demand in the form set out in Appendix 1 and will not determine the validity of the demand or the correctness of the amount demanded, or become party to any claim or dispute of any nature which any party may allege.

4. This guarantee is neither negotiable nor transferable, is restricted to the payment of a sum of money only and is limited to the Guaranteed Amount.

5. The Guaranteed Amount shall reduce over time by the amount of all Trust Administration Contributions and/or Benefit Contributions paid by the Member to the Beneficiary in terms of the Trust Deed on and after the second anniversary of the Payment Date (as defined in the Trust Deed).

6. This guarantee shall expire on the date falling 12 years from the date of this guarantee, after which the Guarantor's liability shall cease and no further claims shall be considered.

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[1] For purposes of this Form of Guarantee, each Founder's maximum Guaranteed Amount, as referred to in clause 3.7 of the Agreement, is as follows:

- in the case of African Rainbow Minerals Limited - R304 000 000;
- in the case of Anglo American South Africa Limited - R1 036 000 000;
- in the case of AngloGold Ashanti Limited - R847 500 000;
- in the case of South Deep Joint Venture - R357 500 000;
- in the case of Harmony Gold Mining Company Limited - R1 083 000 000; and
- in the case of Sibanye Gold Limited (previously known as GFI Mining South Africa Proprietary Limited - R1 372 000 000.

7. The cancellation of, or any other change to the terms and/or conditions of this guarantee, must first be agreed to in writing by the Beneficiary, the Member and the Guarantor.

8. The Beneficiary may make separate demands in terms of this guarantee and the original guarantee must be returned to the Guarantor either against payment of the full remaining Guaranteed Amount, upon cancellation of the guarantee or upon expiry of the guarantee in terms of paragraph 6.

9. The Beneficiary chooses the following address as *domicilium citandi et executandi* for all purposes in connection with this guarantee:

   The Trustees of the Tshiamiso Trust
   [Address]
   [Address]
   [Address]
   [Address]

   E-mail address [ ]

   Fax number [ ]

   Marked for the attention of [ ]

   Unless the contrary is proven, any notice delivered to the Beneficiary by hand to the physical address shall be deemed to have been received on the day of delivery, any notice sent to the Beneficiary by telefax shall be deemed to have been received on the day it is sent and any notice sent to the Beneficiary by electronic mail shall be deemed to have been received on the day that it is sent.

10. This guarantee shall be governed by South African law and shall be subject to the jurisdiction of the South African courts.

Yours faithfully

_____ _____

For and on behalf of For and on behalf of

APPENDIX 1 TO THE GUARANTEE

FORM OF DEMAND

[TO BE PLACED ON THE TSHIAMISO TRUST LETTERHEAD]

Nedbank Limited
[Address]
[Address]
[Address]
[Address]
[Date]

Dear Sirs

LETTER OF GUARANTEE FOR THE SUM OF [R] ON BEHALF OF [ ]

1. We refer to the Trust Deed for the Tshiamiso Trust and the above-mentioned Guarantee and hereby require payment by you of the amount of [R] to the following account:

   [Bank Account Details to be inserted]

2. We hereby certify that:

   a. such amount of [R], being in respect of Trust Administration Contributions/ Initial Benefit Contributions/ Benefit Contributions [Beneficiary to specify] became due and payable in terms of the Trust Deed by the Member to the Tshiamiso Trust on [Beneficiary to specify the date];

   b. such amount has not as at the date of this demand been paid;

   c. for the purposes of paragraph 5 of the Guarantee, the following amounts have been paid as Trust Administration Contributions and Benefit Contributions, on and after the second anniversary of the Payment Date (as defined in the Trust Deed) by the Member to the Beneficiary:

Trust Administration Contributions paid on and after the second anniversary of the Payment Date	Benefit Contributions paid on and after the second anniversary of the Payment Date
[Insert Amount]	[Insert Amount]

   and the amount demanded is accordingly not more than the Guaranteed Amount as specified in the Guarantee.

Yours faithfully

SCHEDULE 7

FIRST NOTICE

NOTICE OF PROPOSED CLASS SETTLEMENT

If you are currently or have been a GOLD MINEWORKER in South Africa, at any time after 12 March 1965, and have been exposed to silica dust or you have contracted silicosis or pulmonary tuberculosis ("TB") OR you are A DEPENDANT (e.g., the wife, child or life partner) of such a gold mineworker but who has died, then your rights could be affected by a proposed class Settlement with some of the gold mining companies in South Africa.

PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR RIGHTS.

If you are a party that is interested in the proposed Settlement (an "Interested Party"), you should also read this notice.

THE PROPOSED SETTLEMENT

The gold mining companies listed in Annexure A ("**the participating gold mining companies**") have reached a conditional settlement with the class representatives and the class lawyers (details below) to pay monetary compensation to eligible gold mineworkers and their dependants. The proposed Settlement will settle the claims against the participating gold mining companies arising from the class action that was initiated in the High Court for:

- the harm and loss suffered by mineworkers who contracted silicosis and/or TB during their work at certain gold mines in South Africa; and
- the harm and loss suffered by the dependants of mineworkers who died of these diseases.

The proposed Settlement must be approved by the High Court before it comes into force.

If the Settlement is approved by the High Court and all its conditions are met, the participating gold mining companies will pay agreed contributions to a Trust that will be known as the Tshiamiso Trust.

The Tshiamiso Trust will be established for the benefit of the Class members and will exist for a period of 13 years.

All Class members, except those that may opt-out of the Settlement, will be entitled to **submit a claim to the Tshiamiso Trust** for monetary compensation.

Eligible Class members who submit a claim to the Tshiamiso Trust and is diagnosed with silicosis or pulmonary tuberculosis will be entitled to receive a once-off payment of between R10 000 and R250 000, depending on the nature and seriousness of the disease and harm suffered. In some severe cases an Eligible Class member may be able to receive a larger amount, up to R500 000.

The Settlement also requires the participating gold mining companies to pay the class lawyers a set amount for legal costs and to pay for the administration of the Tshiamiso Trust.

WHO IS A CLASS MEMBER?

You are a Class member, and will be entitled to submit a claim to the Tshiamiso Trust, if you meet all the requirements of any of the four classes:

Class 1:	All persons:

	1. who as at the Effective Date **(this is the date when the Settlement Agreement will come into force)**, are undertaking, or prior to the Effective Date have undertaken, Risk Work **(Risk Work is defined in the Occupational Diseases in Mines and Works Act, 1973, it includes working underground at a gold mine)**; 2. who on or before the Effective Date, have or will have contracted Silicosis or will have been exposed to silica dust; 3. who undertake or have undertaken Risk Work on one or more of the mines listed in Annexure B of this notice after 12 March 1965; and 4. who did not settle their claims against Anglo American South Africa Limited and AngloGold Ashanti Limited on 14 March 2016 and Anglo American South Africa Limited on 19 September 2013, respectively.
Class 2:	The dependants of any of the persons contemplated in Class 1 above who (i.e. such persons) are deceased as at the Effective Date.
Class 3:	All persons: 1. who as at the Effective Date are undertaking, or prior to the Effective Date have undertaken, Risk Work; 2. who on, before or after the Effective Date have or will have contracted Tuberculosis; and 3. who undertake or have undertaken Risk Work, after 12 March 1965, on one or more of the gold mines in Annexure B of this notice. 1.
Class 4:	The dependants of any of the persons contemplated in Class 3 above who (i.e. such persons) are deceased as at the Effective Date.

WHAT IF YOU FALL UNDER ANY OF THE CLASSES, HOW DO YOU CLAIM COMPENSATION FROM THE TSHIAMISO TRUST?

You must be an Eligible Class member to receive monetary compensation from the Tshiamiso Trust. An Eligible Class member is a person who is a member of any of the Classes and who meets the Tshiamiso Trust's requirements to receive monetary compensation.

If the Settlement Agreement comes into force, you as a Class member will have to **submit a completed claim form** to the Tshiamiso Trust, with your personal information and employment history or, if you are a dependant, the employment history of the deceased gold mineworker. You may also have to undergo a medical examination if you are or were a gold mineworker.

If the Settlement is approved by the High Court and the Settlement Agreement comes into force, the class lawyers will publish the details for submitting claims and those details will also be published at those gold mines listed in Annexure B that are still operating. There will be other forms of publication.

WHO ARE THE CLASS REPRESENTATIVES & CLASS LAWYERS?

The High Court has approved [xx] number of people to be **CLASS REPRESENTATIVES** and they will act on behalf of the Classes in the Settlement. These people live across South Africa and you may get their contact details by calling the call centre with the details provided below.

THE CLASS LAWYERS that have been approved by the High Court are: **RICHARD SPOOR INCORPORATED ATTORNEYS, ABRAHAMS KIEWITZ INCORPORATED** and the **LEGAL RESOURCES CENTRE**. See below for their contact details.

SETTLEMENT APPROVAL HEARING

The following information is applicable to both members of the Classes or any Interested Party.

A hearing to consider the approval of the proposed Settlement will be heard on [INSERT DATE] at the High Court in Johannesburg, Corner Pritchard and Kruis Streets, at 10:00 a.m.

Anyone can attend the settlement approval hearing, but if you want the High Court to hear your views on whether the proposed Settlement is reasonable, fair and adequate, the High Court has issued a Court order that says what you must do if you want to take part in the hearing.

You can get a copy of the Court order, the Settlement Agreement and copies of the papers that have been filed at the High Court by the class lawyers and the participating gold mining companies from any of the class lawyers (contact details below). Electronic copies of these documents will be available at [insert website].

If you wish to provide the High Court with your comments on the proposed Settlement or if you want to object to the proposed Settlement, you must:

(a) Deliver a notice of appearance and an affidavit to Richard Spoor Inc Attorneys and file them at the High Court before [insert date]; and

(b) Deliver written argument, if any, to Richard Spoor Inc Attorneys for purposes of the hearing, which must also be filed at the Court, before [insert date].

The documents mentioned above can be delivered to Richard Spoor Inc Attorneys by hand or by fax or by email (details in box below).

The Court will consider all the affidavits and written arguments in deciding whether or not to approve the Settlement. The Court will inform you if it wishes to hear oral argument from you at the hearing.

THE FINAL SETTLEMENT

If the Court approves the Settlement, there will be publication in newspapers, on radio stations and at various offices (including those of the goldmines listed in Annexure B that are still operating and certain advice offices, paralegal offices and community-based organisations) of a summary of the Court's decision and a summary of the final Settlement.

The full terms of the Court's decision and the final Settlement will:

- be made available at the offices of the class lawyers (addresses below);
- be posted on the following websites:
  [INSERT], INSERT, INSERT, INSERT; and
- be sent to each person that gave notice of appearance in the approval hearing.

OPTING-OUT OF THE CLASS PROCEEDINGS

If you are a Class member, the final Settlement will be binding on you unless you opt-out. If you do not opt-out you will not be entitled to pursue your own claim or a class action for monetary damages for Silicosis or TB against the participating gold mining companies.

If the Settlement Agreement comes into force, a Class member who did not opt-out will be entitled to share in the monetary compensation payable by the Tshiamiso Trust if he or she is an Eligible Class Member.

Information on how to opt-out will be published if the High Court approves the Settlement Agreement.

FOR MORE INFORMATION, INCLUDING HOW TO OBTAIN A COPY THE SETTLEMENT AGREEMENT:

- Visit [INSERT WEB ADDRESSES], [INSERT WEB ADDRESSES], [INSERT WEB ADDRESSES], [INSERT WEB ADDRESSES] ;

- Call the toll-free Call Centre at [INSERT NUMBER]. The Call Centre will operate from [date] until [date], at no cost to persons calling from within South Africa;

- Send a "please call me" to the following number +27 (0)11 XXX; or

– Contact the **CLASS LAWYERS** at:

Richard Spoor Incorporated Attorneys Tel. +27 (0)11 482 6081; Fax. +27 (0)11 482 1419 info@richardspoorinc.co.za; P.O. Box 303 Parklands, 2121 Physical address: Eton Building, Sherborne Square 5 Sherborne Road Parktown, Johannesburg	Abrahams Kiewitz Incorporated Tel. +27 (0)21 914 4842 Fax. +27 (0)21 914 1455 classaction@ak.law.za; P.O. Box 3048, Tygervalley, 7536, Cape Town	Legal Resources Centre Tel.: +27 (0)11 836 9831 Fax.: +27 (0)11 834 4273 silicosisclass@lrc.org.za P.O. Box 9495, Johannesburg, 2000

Annexure A - participating gold mining companies

1.	African Rainbow Minerals Limited
2.	Anglo American South Africa Limited
3.	Anglogold Ashanti Limited
4.	Avgold Limited
5.	Freegold (Harmony) Proprietary Limited
6.	Free State Consolidated Gold Mines (Operations) Limited
7.	Gold Fields Limited
8.	Gold Fields Operations Limited
9.	Newshelf 899 Proprietary Limited
10.	Beatrix Mines Limited
11.	Farworks/682 Limited
12.	Driefontein Consolidated Proprietary Limited
13.	Gfi Mining Services Limited
14.	Gfi Joint Venture Holdings Proprietary Limited
15.	Harmony Gold Mining Company Limited

16.	Unisel Gold Mines Limited
17.	Loraine Gold Mines Limited
18.	Randfontein Estates Limited
19.	Sibanye Gold Limited
20.	Leslie Gold Mines Limited
21.	Bracken Mines Limited

Annexure B

[insert]

SCHEDULE 8

NEWSPAPERS

Newspapers		
South Africa		
Newspapers	**Language/s**	**Distribution**
Alex News	English	Alexandra, Johannesburg
Bosveld Review	English	Polokwane, Seshego, Lebowakgomo, Dendron (Mogwadi), Tzaneen, Haenertsburg and Mankweng
Carletonville/Fochville Herald	English and Afrikaans	Carletonville, Fochville, Westonaria and Wedela
City Press	English	Nationwide
Daily Dispatch	English	Eastern Cape
Daily Sun	English	Major urban centres
De Aar Echo	English and Afrikaans	Britstown, De Aar, Hanover, Hopetown, Petrusville, Philipstown, Richmond, Strydenburg and Vanderkloof
Die Burger Oos-Kaap	Afrikaans	Eastern Cape
Eastern Cape Today	English	Eastern Cape
Eastern Free State Issue	English	Bethlehem, QwaQwa, Harrismith, Ficksburg, Fouriesburg, Senekal, Kestel and Paul Roux
Eyethu	Zulu	KwaZulu-Natal
Hammarsdale iZindaba	Zulu	Hammarsdale and surrounding areas (KwaZulu-Natal)
Herald	English	Nelson Mandela Bay
Isolezwe	Zulu and Xhosa	KwaZulu-Natal, Gauteng and Eastern Cape
Kathorus Mail	English	Katlehong, Thokoza and Vosloorus
Kathu Gazette	English and Afrikaans	Northern Cape
Klerksdorp Record	English	Klerksdorp, Alabama, Coligny, Hartbeesfontein, Leeudoringstad, Lichtenburg, Manzilpark, Orkney, Ottosdal, Stilfontein and Wolmaransstad
Ladysmith Gazette	English	Ladysmith, Bergville, Winterton, Weenen, Colenso, Elandslaagte, Ezakheni and Pieters
Ladysmith Herald	English	Ladysmith, Ezakheni, Acaciaville, Estcourt, Egerton, St Chad Mission, Hospital Park, Steadville, Reservoir Hill, Acton Homes, Central, Mvelani, Observation Hill, Tsakane, Aloe Park, Bergville, Hillside, Smartiesville, Rose Park, Hyde Park, Van Riebeeck Park, Model Kloof, Leonardsville, Mkhamba, Limit Hill and Nambiti Industrial
Lentswe	English	Matlosana, North West Province
Limpopo Mirror	English	Limpopo

Maluti	English and Afrikaans	Bethlehem, Reitz, Harrismith, Senekal, Fouriesburg and Clarens
Manguang Issue	English	Bloemfontein, Mangaung township, Botshabelo and Thaba Nchu
Mogol Pos(t)	English and Afrikaans	Lephalale and surrounding areas
Overvaal	English and Afrikaans	North West Province, Free State and Northern Cape
Polokwane Observer	English	Polokwane and Limpopo
Pondo News	English and Xhosa	Mthatha, Butterworth, Kokstad, Tsolo, Lusikisiki, Umzimkhulu, Flagstaff, Ixopo, Bizana, Mount Ayliff, Mount Frere, Idutywa, Port St Johns, Qumbu, Matatiele, Tabankulu and Mount Fletcher
Randfontein Herald	English	Westonaria, Culemborg Park/Ext, Eike Park, Finsbury, Glenharvie, Greenhills, Helikon Park, Hills Haven, Hillside, Homelake, Randfontein, Randgate, Mohlakeng, Kocksoord, Toekomsrus, Venterspost, Randfontein Central, Hectorton, Libanon, Robin Park and Randpoort
Rustenburg Herald	English	Rustenburg, Boons, Bleskop, Brits, Buffelspoort, Derby, Elandskraal, Groot-Marico, Hartbeespoort, Karlienpark, Koster, Kroondal, Lichtenburg, Marikana, Moedwil, Mooinooi, Northam, Rex, RPM, Sun City, Swartklip, Swartruggens, Thabazimbi, Tlhabane, Waterfall Mall, Zinniaville and Zeerust
Sedibeng Ster	English	Sharpville/Tshepiso, Bedworthpark, Bophelong, Boipatong, Evaton, Sebokeng, Orange Farm and Ironside
Seipone News	Sesotho and Sepedi	Limpopo
Sowetan	English	Nationwide
Soweto Express	English	Soweto, Kagiso, Lenasia, Vereeniging, Randfontein, Westonaria, Sandton, Rosebank, Randburg, Woodmead, Germiston, Edenvale and Boksburg
Soweto Times	English	Soweto
Stanger Weekly	English	KwaDukuza, Mandeni and Ballito
The Reporter	English, Afrikaans and Xhosa	Northern Eastern Cape
Zeerust News/Nuus	English and Afrikaans	North West Province and Botswana
Zoutpansberger	English and Afrikaans	Makhado (Louis Trichardt), Musina, Levubu, Vivo, Thohoyandou, Mopane, Tshipise, Alldays and Waterpoort

Zimbabwe		
Newspapers	**Language/s**	**Distribution**
H-Metro	English	Nationwide
Kwayedza	Shona	Nationwide
Manica Post	English	Nationwide
Sunday Mail	English	Nationwide
Sunday Mail	English	Nationwide
Sunday News	English	Nationwide
The Chronicle	English	Nationwide
The Herald	English	Nationwide
Umthunywa	Ndebele	Nationwide
Zambia		
Newspapers	**Language/s**	**Distribution**
Lusaka Times	English	Nationwide
The Post	English	Nationwide
Times of Zambia	English	Nationwide
Zambia Daily Mail	English	Nationwide
Zambian Watchdog	English	Nationwide
Swaziland		
Newspapers	**Language/s**	**Distribution**
Swazi Observer	English	Nationwide
Swaziland News	English	Nationwide
Times of Swaziland	English	Nationwide
Mozambique		
Newspapers	**Language/s**	**Distribution**
Beira Post	English and Portuguese	Nationwide
Diário de Moçambique	Portuguese	Nationwide
Jornal Domingo	Portuguese	Nationwide
Noticias	Portuguese	Nationwide
O Pais	Portuguese	Nationwide
Savana	Portuguese	Nationwide
Tempo	Portuguese	Nationwide
Verdade	Portuguese	Nationwide
Malawi		
Newspapers	**Language/s**	**Distribution**
Malawi Nyasa Times	English	Nationwide
The Big Issue Malawi	English	Nationwide
The Daily Times	English	Nationwide
The Nation	English	Nationwide
Weekend Times	English	Nationwide
Lesotho		
Newspapers	**Language/s**	**Distribution**
Lesotho Times	English	Nationwide
Public Eye	English	Nationwide
Sunday Express	English	Nationwide
Mosotho	Sesotho	Nationwide
Botswana		
Newspapers	**Language/s**	**Distribution**
Botswana Gazette	English	Nationwide
Botswana Guardian	English	Nationwide
Daily News	English and Setswana	Nationwide
Mmegi	English	Nationwide

The Patriot on Sunday	English	Nationwide
The Voice	English	Nationwide

SCHEDULE 9

RADIO STATIONS

Radio stations		
South Africa		
Station	**Language/s**	**Broadcast area**
Ikwekwezi FM	Ndebele	Gauteng, Mpumalanga and Limpopo
Jozi FM	English	Soweto, parts of the West Rand up to Carletonville, Lenasia and Meyerton
Kaya FM	English	Gauteng (greater Johannesburg metropolitan area, Pretoria, Springs, Vanderbijlpark and Carletonville)
Lesedi FM (SABC)	Sesotho	Gauteng, Mpumalanga, North West Province, Free State, northern Eastern Cape, eastern KwaZulu-Natal, Northern Cape and Lesotho
Motsweding FM (SABC)	Setswana	North West Province, Northern Cape, Gauteng, Free State, parts of Limpopo and parts of Mpumalanga
North West FM	English and Setswana	Rustenburg, Zeerust, Mahikeng, Taung, Klerksdorp, Potchefstroom, Vryburg and Pretoria
OFM	English and Afrikaans	Free State, Northern Cape, North West Province and southern Gauteng
Thobela FM (SABC)	Sepedi (Northern Sotho)	Gauteng, Limpopo and Mpumalanga, North West Province and Botswana
Tru FM (SABC)	Xhosa and English	Eastern Cape
Ukhozi FM (SABC)	Zulu	KwaZulu-Natal, Gauteng, Mpumalanga, north-eastern Eastern Cape, eastern Free State, eastern North West Province and southern Limpopo
Umhlobo Wenene Radio (SABC)	Xhosa	Eastern Cape, Western Cape, Northern Cape, Free State, Gauteng, eastern North West Province and parts of KwaZulu-Natal
Westside FM	Zulu, English, Xhosa and others	Krugersdorp and surrounds
Zimbabwe		
Station	**Language/s**	**Broadcast area**
984 Midlands	English, Ndebele and Shona	Gweru
Breeze FM 91.2	English	Victoria Falls
Capitalk 100.4 FM	English	Harare

Diamond FM	English and Shona	Mutare
Hevoi FM	English and Shona	Masvingo
Khulumani FM	Ndebele and English	Bulawayo
Nyaminyami FM	English and Shona	Kariba
Skyz Metro FM	English and Ndebele	Bulawayo
Star FM Zimbabwe	English, Shona and Ndebele	Nationwide
YAFM	English, Shona and Ndebele	Zvishavane
ZBC National FM	16 indigenous languages	Nationwide
ZBC Power FM	English	Nationwide
ZBC Radio	Shona and Ndebele	Nationwide
ZBC SFM	English	Nationwide
ZiFM Stereo	English, Shona and Ndebele	Nationwide
Zambia		
Station	**Language/s**	**Broadcast area**
Radio 1	Bemba, Nyanja, Lozi, Tonga, Kaonde, Lunda and Luvale	Nationwide
Radio 2	English	Nationwide
Radio 4	English	Nationwide
Swaziland		
Station	**Language/s**	**Broadcast area**
Radio Swaziland	English and Siswati	Nationwide
Mozambique		
Station	**Language/s**	**Broadcast area**
LM Radio	English	Maputo and surrounding areas, including Matola and Ponta do Ouro, Maseru (Lesotho), parts of the central Free State and via satellite in southern Africa.
Rádio Maria Moçambique	Portuguese	Nationwide
Rádio Moçambique	Portuguese, Ciyao, Cinyanja, Shimaconde, Kimwane, Swahili, Emakhwa, Ciutee, Cinyungwé, Elomwe, Echuwabo, Cisena, N'dau, Cimanyka, Citshwa, Cibalke, Cicopi, Giitonga, Xichangane, Xirhonga and English	Nationwide
Malawi		
Station	**Language/s**	**Broadcast area**
Capital Radio Malawi	English	Urban centres of Blantyre, Zomba, Lilongwe,Dedza Mangochi and Mzuzu
Radio 1 and Radio 2	English, Chichewa, Tumbuka, Ya, Lomwe and Tonga	Nationwide
Radio Maria Malawi	Chichewa	Nationwide
Star Radio Malawi	English	Nationwide
Zodiak Broadcasting Station	Chichewa and English	Nationwide
Lesotho		
Station	**Language/s**	**Broadcast area**
BBC World Service Africa	English	Maseru
Joy Radio	Sesotho and English	Maseru

LM Radio	English	Maputo and surrounding areas, including Matola and Ponta do Ouro, Maseru (Lesotho), parts of the central Free State and via satellite in southern Africa.
Radio Lesotho	Sesotho and English	Nationwide
RFI Afrique	French and English	Nationwide
Ultimate FM	Sesotho and English	Nationwide
Botswana		
Station	**Language/s**	**Broadcast area**
Gabz FM	English	Gaborone
Radio Botswana (RB1)	English and Setswana	Nationwide
Yarona FM	English	Nationwide

SCHEDULE 10

ANNOUNCEMENT AND STATEMENT RULES AND GUIDELINES

In this Schedule 10, unless inconsistent with or otherwise indicated by the context, words and expressions defined in the Agreement entered into between, among others, the Companies, Agent and the Claimants' Attorneys, to which this form of Announcement and Statement Rules and Guidelines is Schedule 10, have the same meanings when used in this Schedule 10, as those ascribed to them in the Agreement; and

A. **Agent** means K2018259017 (South Africa) Proprietary Limited, a company registered in accordance with the laws of South Africa under registration number 2018/ 259017/07;

B. **Claimants' Attorneys** means Richard Spoor Inc. Attorneys, Abrahams Kiewitz Incorporated and Legal Resources Centre; and

C. **Companies** means, collectively, (i) **African Rainbow Minerals Limited**, a company registered in accordance with the laws of South Africa under registration number 1933/004580/06, (ii) **Anglo American South Africa Limited**, a company registered in accordance with the laws of South Africa under registration number 1917/005309/06, (iii) **AngloGold Ashanti Limited**, a company registered in accordance with the laws of South Africa under registration number 1944/017354/06, (iv) **Avgold Limited**, a company registered in accordance with the laws of South Africa under registration number 1990/007025/06, (v) **Freegold (Harmony) Proprietary Limited**, a company registered in accordance with the laws of South Africa under registration number 2001/029602/07, (vi) **Free State Consolidated Gold Mines (Operations) Limited**, a company registered in accordance with the laws of South Africa under registration number 1937/009266/06, (vii) **Gold Fields Limited**, a company registered in accordance with the laws of South Africa under registration number 1968/004880/06, (viii) **Gold Fields Operations Limited**, a company registered in accordance with the laws of South Africa under registration number 1959/003209/06, (ix) **Newshelf 899 Proprietary Limited**, a company registered in accordance with the laws of South Africa under registration number 2007/019941/07, (x) **Beatrix Mines Limited**, a company registered in accordance with the laws of South Africa under registration number 1977/002138/06, (xi) **Farworks/682 Limited**, a company registered in accordance with the laws of South Africa under registration number 1964/004462/06, (xii) **Driefontein Consolidated Proprietary Limited**, a company registered in accordance with the laws of South Africa under registration number 1993/002956/07, (xiii) **GFL Mining Services Limited**, a company registered in accordance with the laws of South Africa under registration number 1997/019961/06, (xiv) **GFI Joint Venture Holdings Proprietary Limited**, a company registered in accordance with the laws of South Africa under registration number 1998/023354/07, (xv) **Harmony Gold Mining Company Limited**, a company registered in accordance with the laws of South Africa under registration number 1950/038232/06, (xvi) **Unisel Gold Mines Limited**, a company registered in accordance with the laws of South Africa under registration number 1972/010604/06, (xvii) **Loraine Gold Mines**

Limited, a company registered in accordance with the laws of South Africa under registration number 1950/039138/06, (xviii) **Randfontein Estates Limited**, a company registered in accordance with the laws of South Africa under registration number 1889/000251/06, (xix) **Sibanye Gold Limited**, a company registered in accordance with the laws of South Africa under registration number 2002/031431/06, (xx) **Leslie Gold Mines Limited**, a company registered in accordance with the laws of South Africa under registration number 1959/001124/06, and (xxi) **Bracken Mines Limited**, a company registered in accordance with the laws of South Africa under registration number 1959/001126/06.

1. **PERMITTED MESSAGES ABOUT THE SETTLEMENT FOR ANNOUNCEMENT AND STATEMENT PURPOSES**

1.1. This is an historic settlement resulting from years of extensive negotiations. The settlement agreement entered into between the Companies and the Claimants Attorneys provides meaningful compensation to all eligible workers suffering from silicosis and/or certain incidences of tuberculosis who worked in these Companies' mines from 1965 to the Effective Date. This is the very first class action settlement of its kind in South Africa.

1.2. The Parties to Agreement believe that a compromise settlement is far preferable to all concerned than an inevitably lengthy and expensive litigation process, allowing for eligible claimants more quickly to receive compensation and relief for their conditions.

1.3. It must be emphasized, however, that the signing of the relevant documentation does not mean finality has been reached. The settlement is subject to certain suspensive conditions, including the agreement being approved by the Court. The parties' respective legal teams are working together to prepare for the hearing. It is anticipated that other interested and affected parties will be given the opportunity to make submissions.

1.4. Nonetheless, the Parties believe the settlement represents a fair outcome for Claimants and a sustainable outcome for the Companies.

1.5. There will be various classes of Eligible Claimants including those with various stages of silicosis, certain categories of occupational TB and dependents in respect of both:

1.5.1. Silicosis benefits will range from R70,000 to R500,000 depending on degree of lung function impairment;

1.5.2. TB benefits will range from R10,000 to R100,000;

1.5.3. Benefits for dependants will range from R70,000 to R100,000.

1.6. There is no limit on the number of possible Claimants. However, the Companies are confident of the work done by actuaries which give good indications of likely numbers, and which formed the basis for the provisions announced by each company in 2017.

1.7. The implementation of the settlement contemplated in the Agreement shall be done through the Trust which shall be called Tshiamiso. Tshiamiso is a Setswana word meaning "to make good" or "to correct".

1.8. A trust advisory committee will also be established.

1.9. The distribution of claims and the administrative functions, including the tracking and tracing of eligible claimants and the facilitating of BMEs will be overseen by a board of trustees. Trustees will be nominated as follows: three by the companies, two by the claimants' attorneys, one by agreement between the companies and claimants' attorneys and one by government.

1.10. Company contributions to the settlement will be distributed gradually as required by the trust and will include uncapped amounts for payment to beneficiaries and capped amounts for administration expenses. An amount has also been set aside for payments to claimants' attorneys to cover fees and expenses.

1.11. The parties have, in addition to the above, prepared answers to possible anticipated questions that may be asked by interested parties but which would not necessarily be published pre-emptively. Where unanticipated questions arise, the parties will respond on the basis of the terms and spirit of the settlement, and will avoid responses that are in breach of clause 2 below.

2. **UNPERMITTED MESSAGES ABOUT THE SETTLEMENT FOR ANNOUNCEMENT AND STATEMENT PURPOSES**

2.1. Each Party shall ensure that:

2.1.1. no disrespectful communications are made about the other Parties;

2.1.2. the integrity of the other Parties is not questioned;

2.1.3. Confidential Information is not disclosed;

2.1.4. the participating interest of each Company is not disclosed; and

2.1.5. the individual contributions by the Companies are not disclosed;

3. Subject to paragraph 2 of this Schedule 10, this Schedule 10 does not purport to restrict any announcements or statements made by the parties to the Settlement Agreement but rather serves as a guideline for purposes of any announcement and/or statements pertaining to the settlement contemplated in the Settlement Agreement.

"B"

BOWMANS

Execution

ADDENDUM TO SETTLEMENT AGREEMENT

between

AFRICAN RAINBOW MINERALS LIMITED

ANGLO AMERICAN SOUTH AFRICA LIMITED

ANGLOGOLD ASHANTI LIMITED

AVGOLD LIMITED

FREEGOLD (HARMONY) PROPRIETARY LIMITED

FREE STATE CONSOLIDATED GOLD MINES (OPERATIONS) LIMITED

GOLD FIELDS LIMITED

GOLD FIELDS OPERATIONS LIMITED

NEWSHELF 899 PROPRIETARY LIMITED

BEATRIX MINES LIMITED

FARWORKS/682 LIMITED

DRIEFONTEIN CONSOLIDATED PROPRIETARY LIMITED

GFL MINING SERVICES LIMITED

GFI JOINT VENTURE HOLDINGS PROPRIETARY LIMITED

HARMONY GOLD MINING COMPANY LIMITED

UNISEL GOLD MINES LIMITED

LORAINE GOLD MINES LIMITED

RANDFONTEIN ESTATES LIMITED

SIBANYE GOLD LIMITED

LESLIE GOLD MINES LIMITED

BRACKEN MINES LIMITED

K2018259017 (SOUTH AFRICA) PROPRIETARY LIMITED

RICHARD SPOOR INC. ATTORNEYS

RICHARD SPOOR

ABRAHAMS KIEWITZ INCORPORATED

CHARLES ABRAHAMS

LEGAL RESOURCES CENTRE

MOTLEY RICE LLC

HAUSFELD LLP

AND

THE PERSONS LISTED IN SCHEDULE 1

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PARTIES:

This Addendum is made between:

(1) **African Rainbow Minerals Limited**, a company registered in accordance with the laws of South Africa under registration number 1933/004580/06;

(2) **Anglo American South Africa Limited**, a company registered in accordance with the laws of South Africa under registration number 1917/005309/06;

(3) **AngloGold Ashanti Limited**, a company registered in accordance with the laws of South Africa under registration number 1944/017354/06;

(4) **Avgold Limited**, a company registered in accordance with the laws of South Africa under registration number 1990/007025/06;

(5) **Freegold (Harmony) Proprietary Limited**, a company registered in accordance with the laws of South Africa under registration number 2001/029602/07;

(6) **Free State Consolidated Gold Mines (Operations) Limited**, a company registered in accordance with the laws of South Africa under registration number 1937/009266/06;

(7) **Gold Fields Limited**, a company registered in accordance with the laws of South Africa under registration number 1968/004880/06;

(8) **Gold Fields Operations Limited**, a company registered in accordance with the laws of South Africa under registration number 1959/003209/06;

(9) **Newshelf 899 Proprietary Limited**, a company registered in accordance with the laws of South Africa under registration number 2007/019941/07;

(10) **Beatrix Mines Limited**, a company registered in accordance with the laws of South Africa under registration number 1977/002138/06;

(11) **Farworks/682 Limited**, a company registered in accordance with the laws of South Africa under registration number 1964/004462/06;

(12) **Driefontein Consolidated Proprietary Limited**, a company registered in accordance with the laws of South Africa under registration number 1993/002956/07;

(13) **GFL Mining Services Limited**, a company registered in accordance with the laws of South Africa under registration number 1997/019961/06;

(14) **GFI Joint Venture Holdings Proprietary Limited**, a company registered in accordance with the laws of South Africa under registration number 1998/023354/07;

(15) **Harmony Gold Mining Company Limited**, a company registered in accordance with the laws of South Africa under registration number 1950/038232/06;

(16) **Unisel Gold Mines Limited**, a company registered in accordance with the laws of South Africa under registration number 1972/010604/06;

(17) **Loraine Gold Mines Limited**, a company registered in accordance with the laws of South Africa under registration number 1950/039138/06;

(18) **Randfontein Estates Limited**, a company registered in accordance with the laws of South Africa under registration number 1889/000251/06;

(19) **Sibanye Gold Limited**, a company registered in accordance with the laws of South Africa under registration number 2002/031431/06;

(20) **Leslie Gold Mines Limited**, a company registered in accordance with the laws of South Africa under registration number 1959/001124/06;

(21) **Bracken Mines Limited**, a company registered in accordance with the laws of South Africa under registration number 1959/001126/06;

(22) **K2018259017 (South Africa) Proprietary Limited**, a company registered in accordance with the laws of South Africa under registration number 2018/259017/07;

(23) **Richard Spoor Inc. Attorneys**, a company registered in accordance with the laws of South Africa under registration number 2011/011048/21;

(24) **Richard Spoor**, an adult male with South African identity number 5907085022086;

(25) **Abrahams Kiewitz Incorporated**, a company registered in accordance with the laws of South Africa under registration number 2012/086658/21;

(26) **Charles Abrahams**, an adult male with South African identity number 670805 5168084;

(27) **Legal Resources Centre**, a law clinic registered with the Law Society of the Northern Provinces and a non-profit organisation registered in accordance with the laws of South Africa with NPO number 023-004;

(28) **Motley Rice LLC**, a company registered in accordance with the laws of South Carolina, United States of America under registration number 75-3051732;

(29) **Hausfeld LLP**, a limited liability partnership registered in accordance with the laws of the District of Columbia under initial file number 28181; and

(30) **the persons listed in Schedule 1** (the **Class Representatives**).

WHEREAS

A. The Parties entered into the Settlement Agreement on or about 3 May 2018.

B. The Parties wish to amend the Settlement Agreement, as set out in this Addendum.

IT IS AGREED AS FOLLOWS:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

For the purposes of this Addendum and the preamble above, unless the context requires otherwise:

1.1.1 **Addendum** means this addendum and the schedules which form part of it;

1.1.2 **Parties** means the parties to this Addendum, and **Party** means any one of them as the context may require;

1.1.1 **Settlement Agreement** means the agreement titled "Gold Mineworkers' Class Action Settlement Agreement", including all schedules thereto, entered into on or about 3 May 2018 between the Parties; and

1.1.2 **Addendum Effective Date** means the last date on which this Addendum is signed by or on behalf of the Parties.

1.2 **Interpretation**

1.2.1 Capitalized words and expressions in this Addendum, but not defined in clause 1.1 shall have the meanings given to them in Schedule 4 of the Settlement Agreement.

1.2.2 Unless expressly provided to the contrary or inconsistent with the context, a reference in this Addendum to:

1.2.2.1 this **Addendum** or any other agreement, document or instrument shall be construed as a reference to this Addendum or that other agreement, document or instrument as amended, varied, novated or substituted from time to time;

1.2.2.2 a **clause**, **sub-clause** or **Schedules** is to a clause, sub-clause or schedules of or to this Addendum;

1.2.2.3 a **person** includes any natural person, estate, firm, company, corporation, body corporate, juristic person, unincorporated association, government, state or agency of a state or any association, trust, partnership, syndicate, consortium, joint venture, charity or other entity (whether or not having separate legal personality);

1.2.2.4 any one gender, whether masculine, feminine or neuter, includes the other two;

1.2.2.5 the singular includes the plural and *vice versa*;

1.2.2.6 a word or expression given a particular meaning includes cognate words or expressions;

1.2.2.7 the words **including, include** or **in particular** followed by specific examples shall be construed by way of example or emphasis only and shall not be construed, nor shall it to take effect, as limiting the generality of any preceding words, and the *eiusdem generis* rule shall not to be applied in the interpretation of such specific examples or general words; and

1.2.2.8 the words **other** or **otherwise** shall not be construed *eiusdem generis* with any foregoing words where a wider construction is possible.

1.2.3 All the headings and sub-headings in this Addendum are for convenience and reference only and shall be ignored for the purposes of interpreting it.

1.2.4 No rule of construction may be applied to the disadvantage of a Party because that Party was responsible for or participated in the preparation of this Addendum or any part of it.

2. AMENDMENTS

By its signature to this Addendum, each Party agrees that the Settlement Agreement be and is hereby amended, with effect from the Addendum Effective Date by the deletion of:

2.1 clause 1.1.68 in Schedule 4 of the Settlement Agreement and its replacement with the following new clause 1.1.68:

"1.1.68 ***Risk Work*** *means the following:*

1.1.68.1 risk work as defined in ODMWA as at the Addendum Effective Date; or

1.1.68.2 all or any of the following work: (i) work in the underground workings of a gold mine; (ii) work in a laundry where clothing of underground mineworkers is washed; (iii) work on a slimes dam of a gold mine; (iv) work in an assay laboratory of a gold mine where the composition of gold bearing ore is analysed, and where the mass of respirable dust from personal sampling is determined; (v) work in a metallurgical plant of a gold mine, including crushing, milling, transporting and smelting of ore; and (vi) work at conveyor belt operations which are undertaken to convey broken rock from the underground operations of a gold mine to surface."

2.2 Schedule 3 of the Settlement Agreement in its entirety and its replacement with a new Schedule 3, attached hereto, marked "**A**";

2.3 Schedule 7 of the Settlement Agreement in its entirety and its replacement with a new Schedule 7, attached hereto, marked "**B**";

2.4 Schedule 8 of the Settlement Agreement in its entirety and its replacement with a new Schedule 8, attached hereto, marked "**C**"; and

2.5 Schedule 9 of the Settlement Agreement in its entirety and its replacement with a new Schedule 9, attached hereto, marked "**D**".

3. **CONTINUATION OF THE SETTLEMENT AGREEMENT**

Save as amended under clause 2 all the terms and conditions of the Settlement Agreement shall continue in full force and effect.

4. **COUNTERPARTS**

This Addendum may be executed in any number of counterparts, each counterpart when read together shall constitute one and the same document.

[Signature pages to follow.]

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
AFRICAN RAINBOW MINERALS LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

_____
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
ANGLO AMERICAN SOUTH AFRICA LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
ANGLOGOLD ASHANTI LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
AVGOLD LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

_____
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
FREEGOLD (HARMONY) PROPRIETARY LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

_____
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
FREE STATE CONSOLIDATED GOLD MINES (OPERATIONS) LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

_____
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
GOLD FIELDS LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
GOLD FIELDS OPERATIONS LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
NEWSHELF 899 PROPRIETARY LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
BEATRIX MINES LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
FARWORKS/682 LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
DRIEFONTEIN CONSOLIDATED PROPRIETARY LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
GFL MINING SERVICES LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
GFI JOINT VENTURE HOLDINGS PROPRIETARY LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
HARMONY GOLD MINING COMPANY LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

_____
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
UNISEL GOLD MINES LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

_____
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
LORAINE GOLD MINES LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

_____
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
RANDFONTEIN ESTATES LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

_____
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
SIBANYE GOLD LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

_____
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
LESLIE GOLD MINES LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

_____

Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
BRACKEN MINES LIMITED

_____

Signatory:
Capacity:
Who warrants his authority hereto

_____

Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
K2018259017 (SOUTH AFRICA) PROPRIETARY LIMITED

_____

Signatory:
Capacity:
Who warrants his authority hereto

_____

Signatory:
Capacity:
Who warrants his authority hereto

_____

Signatory:

Capacity:

Who warrants his authority hereto

Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at White River on this the 14 day of November 2016

For and on behalf of
RICHARD SPOOR INC. ATTORNEYS

Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at White River on this the 14 day of November 2016

RICHARD SPOOR

Signatory:
Identity Number:

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
ABRAHAMS KIEWITZ INCORPORATED

Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

CHARLES ABRAHAMS

Signatory:
Identity Number:

SIGNED at JOHANNESBURG on this the 19 day of NOVEMBER 2018

For and on behalf of
LEGAL RESOURCES CENTRE

Signatory: NERSAN PILLAY GOVENDER
Capacity: NATIONAL DIRECTOR
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____ 20__.

For and on behalf of
MOTLEY RICE LLC

_____

Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____ 20__.

For and on behalf of
HAUSFELD LLP

_____

Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at White River on this the 19 day of November 2015

For and behalf of each of the
Class Representatives listed in Part A of Schedule 1, duly authorised in terms of clause 13.4.2 of the Settlement Agreement

Signatory: Richard Spoor
Capacity: Attorney
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and behalf of each of the
Class Representatives listed in Part B of Schedule 1 of the Settlement Agreement, duly authorised in terms of clause 13.4.3 of the Settlement Agreement

Signatory: Charles Abrahams
Capacity:
Who warrants his authority hereto

SIGNED at JOHANNESBURG on this the 19 day of NOVEMBER 2015.

For and behalf of each of the
Class Representatives listed in Part C of Schedule 1 of the Settlement Agreement, duly authorised in terms of clause 12.4.4 of the Settlement Agreement

Signatory: Legal Resources Centre
Capacity: NATIONAL DIRECTORY
Who warrants his authority hereto

SCHEDULE 1

CLASS REPRESENTATIVES

The Class Representatives shall be those of the persons listed below that are alive as at the Effective Date, as defined in the Settlement Agreement.

PART A

Item no	Name(s)	Surname
1.	Bongani	Nkala
2.	Siporono	Phahlam
3.	Thembekile	Mnaheni
4.	Matona	Mabea
5.	Alloys Mncedi	Msuthu
6.	Myekelwa	Mkenyane
7.	Masiko	Somi
8.	Zwelendaba	Mgidi
9.	Mthobeli	Gangatha
10.	Landile	Qebula
11.	Joseph	Lebone
12.	Zama	Gangi
13.	Malungisa	Thole
14.	Monokoa Thomas	Lepota
15.	Mzawubalekwa	Diya
16.	Msekeli	Mbuziweni
17.	Nanabezi	Mgoduswa
18.	Thulenkho	Kuswana
19.	Maleburu Regina	Lebitsa
20.	Mataaso Mable	Makone
21.	Matsekelo Cisilia	Masupha
22.	Matiisetso Maseipati Jesenta	Nong

PART B

Item no	Name(s)	Surname
1.	Dyamara	Jibhana
2.	Watu	Dala
3.	Mantso	Mokoena
4.	Ishmael	Motleke
5.	Thabo	Ntsala
6.	Zonisile	Nkompela
7.	Bangumzi	Balakisi
8.	Mbikanye	Sawule
9.	Zimoshile	Bozo
10.	Zamukulungisa	Dyantyi
11.	Malusi	Bovu
12.	Agrippa	Dlisani
13.	Mncedisi	Dlisane
14.	Siqhamo	Hoyi
15.	Luvoko	Madindala
16.	Mtutuzeli	Mtshange
17.	Monde	Mxesibe
18.	Mzwanele	Bunyonyo
19.	Msikayise	Nqose
20.	Buzile	Nyakaza
21.	Patrick Xolile	Sitwayi
22.	Xolisile	Butu
23.	Zolisa	Jejana
24.	Zimoshile	Bozo

PART C

Item no	Name(s)	Surname
1.	Malepa	Puso
2.	Noebejara	Tau
3.	Elia Motlalepula	Phetane
4.	Motlalepula	Mokoena
5.	Sekhobe	Letsie
6.	Tshehla Solomon	Hlalele
7.	Mona Ashton	Melao
8.	Nkosi Selata	Selata
9.	Edgar Ntjana	Ntjana
10.	Ezekiel Mutsana	Masupha

SCHEDULE 3
OPT OUT NOTICE

[attached hereto]

SCHEDULE 3

OPT OUT NOTICE

If you are currently or have been a GOLD MINEWORKER in South Africa, at any time after 12 March 1965, and have been exposed to silica dust or you have contracted silicosis or tuberculosis ("TB") OR you are A DEPENDANT (for example, the wife, child or life partner) of such a gold mineworker who has since passed away, PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR RIGHTS.

On 3 May 2018, six mining companies, African Rainbow Minerals, Anglo American SA, AngloGold Ashanti, Gold Fields, Harmony, Sibanye-Stillwater and some of their affiliates, as well as class representatives and mineworkers' lawyers reached a settlement in the silicosis and TB class action litigation. The settlement has been approved by the High Court.

You may be eligible to claim compensation if you are currently or have been a GOLD MINEWORKER in South Africa at any time after 12 March 1965, and have been exposed to silica dust or you have contracted silicosis or TB or you are a dependant of a mineworker who worked at the affected gold mines during this time and has since passed away.

THE SETTLEMENT

Six companies - African Rainbow Minerals, Anglo American SA, AngloGold Ashanti, Gold Fields, Harmony and Sibanye-Stillwater and some of their affiliates (**"the participating gold mining companies"**) have reached a conditional settlement to pay compensation to eligible gold mineworkers and the dependants of such mineworkers who have passed away. The proposed settlement will settle the claims against the participating gold mining companies arising from the class action that was initiated before the High Court for:

- the harm and loss suffered by mineworkers who contracted silicosis and/or TB during their work on certain gold mines in South Africa, and
- the harm and loss suffered by the dependants of mineworkers who died of these diseases.

The settlement was approved by the High Court in Johannesburg on [INSERT DATE].

WHO IS INCLUDED IN THE SETTLEMENT?

You are a class member, and will be included in the settlement, if you meet all the requirements of any of the four classes:

Class 1:	All people: 1. who as at the date when the settlement agreement comes into force, have undertaken risk work. In terms of the settlement agreement, risk work means "risk work" as defined in the Occupational Diseases in Mines and Works Act, 1973 or any of the following work: (i) work in the underground workings of a gold mine; (ii) work in a laundry where clothing of underground mineworkers is washed; (iii) work on a slimes dam of a gold mine; (iv) work in an assay laboratory of a gold mine where the composition of gold bearing ore is analysed, and where the mass of respirable dust from personal sampling is determined; (v) work in a metallurgical plant of a gold mine, including crushing, milling, transporting and smelting of ore; and (vi) work at conveyor belt operations which are undertaken to convey broken rock from the underground operations of a gold mine to surface; 2. who on or before the date when the settlement agreement comes into force, have contracted silicosis or have been exposed to silica dust;

	3. who undertake or have undertaken risk work on one or more of the mines listed in Annexure A of this notice after 12 March 1965; and 4. who did not settle their claims in previously finalised settlements with Anglo American South Africa Limited and AngloGold Ashanti Limited on 14 March 2016 and Anglo American South Africa Limited on 19 September 2013, respectively.
Class 2:	The dependants of any of the persons in Class 1 above who are deceased as at the date when the settlement agreement comes into force.
Class 3:	All people: 1. who as at the date when the settlement agreement comes into force have undertaken risk work; 2. who on, before or after the date when the settlement agreement will come into force have contracted Tuberculosis; and 3. who undertake or have undertaken risk work, after 12 March 1965, on one or more of the gold mines listed in Annexure A of this notice.
Class 4:	The dependants of any of the persons in Class 3 above who are deceased as at the date when the settlement agreement comes into force.

WHAT IS THE EFFECT OF THE SETTLEMENT?

The settlement is not yet in force because some of its conditions have not yet been met. If the conditions are met, the participating gold mining companies will establish a fund, called the TSHIAMISO TRUST.

If the settlement agreement comes into force:

- The participating gold mining companies will pay agreed contributions to the Tshiamiso Trust and the process of paying compensation can start.
- All class members can **submit a claim to the Tshiamiso Trust** for monetary compensation, except for those class members who opt out of the settlement.
- Details of how to submit a claim to the Tshiamiso Trust will be published in the media and on the website www.silicosissettlement.co.za.
- The Tshiamiso Trust will pay compensation to **eligible claimants**. An eligible claimant is a person who is a member of any of the classes and who meets the requirements of the Tshiamiso Trust to receive monetary compensation.
- Class members must submit a completed claim form to the Tshiamiso Trust and may have to undergo a medical examination to determine if they are eligible claimants.

Once the settlement agreement is in force, eligible claimants will be entitled to receive a once-off payment of between R10 000 and R250 000, depending on the nature and seriousness of the disease. In certain exceptional circumstances, this amount may be increased to up to R500 000.

The full terms of the final settlement as well as the Court's decision approving the settlement are available at www.silicosissettlement.co.za or can be obtained from the Class Lawyers **(contact details below).**

YOU DO NOT NEED TO PAY ANYONE TO ASSIST YOU TO MAKE YOUR CLAIM

WHAT MUST I DO TO REMAIN PART OF THE SETTLEMENT?

IF YOU ARE A CLASS MEMBER AND YOU WISH TO BE PART OF THE SETTLEMENT, NO ACTION IS NECESSARY AT THIS TIME.

While you do not have to do anything to participate in the settlement, if you wish to send your contact details expressing your interest in participating, you may do so by completing an information form or registering your interest at this website www.silicosissettlement.co.za.

OPTING OUT OF THE SETTLEMENT

IF YOU ARE A CLASS MEMBER, THE SETTLEMENT IS AUTOMATICALLY BINDING ON YOU UNLESS YOU TAKE STEPS TO OPT OUT. If you do not want to be part of the settlement, or you want the right to pursue your claim individually in court, then you must take steps to opt out of the settlement.

To opt out of the settlement, you must **COMPLETE AND SIGN EITHER FORM A; FORM B; OR FORM C (WHICHEVER APPLIES TO YOU) AND DELIVER IT, TOGETHER WITH THE REQUIRED SUPPORTING DOCUMENTS, TO THE INDEPENDENT AUDITOR [INSERT NAME]** before **[INSERT DATE** – 60 days from last date of notice].

The form must be signed before a commissioner of oaths. Every police station in South Africa has a commissioner of oaths.

TO OPT OUT, DELIVER YOUR OPT-OUT FORM AND THE SUPPORTING DOCUMENTS BY HAND OR BY FAX OR BY EMAIL USING THE FOLLOWING DETAILS:

[INSERT INDEPENDENT AUDITORS' CONTACT DETAILS]

Address for hand delivery: **[INSERT]**

Fax number: **[INSERT]**

Address for delivery by email: **[INSERT]**

You cannot opt out by phone but you can call the numbers below for more information on opting out.

Each class member seeking to opt out must fill out and sign a separate opt out form.

If you deliver an opt-out form, the Independent Auditor may contact you for further information.

THE OPT-OUT FORMS ARE AVAILABLE AT www.silicosissettlement.co.za OR THEY CAN BE OBTAINED FROM THE CLASS LAWYERS OR THE CLASS LAWYERS WILL DIRECT YOU TO THE NEAREST PLACE WHERE YOU CAN FIND THE OPT-OUT FORMS (CONTACT DETAILS BELOW).

* PLEASE MAKE SURE THAT YOU COMPLETE THE CORRECT OPT-OUT FORM. IF YOU NEED ASSISTANCE IN THIS REGARD, USE THE INFORMATION SERVICES BELOW.

FOR MORE INFORMATION ON THE CLAIMS PROCESS, THE SETTLEMENT AGREEMENT AND OPTING OUT:

- Visit www.silicosissettlement.co.za;
- Call the toll-free Call Centre at 0801 000 240. The Call Centre will operate at no cost to persons calling from within South Africa;
- Send a "please call me" to the following number [INSERT NUMBER]; or
- Contact the **CLASS LAWYERS** at:

Richard Spoor Incorporated Attorneys Tel. +27 (0)11 482 6081; Fax. +27 (0)11 482 1419 info@richardspoorinc.co.za; P.O. Box 303 Parklands, 2121	Abrahams Kiewitz Incorporated Tel. +27 (0)21 914 4842 Fax. +27 (0)21 914 1455 classaction@ak.law.za; P.O. Box 3048, Tygervalley, 7536, Cape Town	Legal Resources Centre Tel.: +27 (0)11 836 9831 Fax.: +27 (0)11 834 4273 silicosisclass@lrc.org.za P.O. Box 9495, Johannesburg, 2000

Annexure A - participating mines

1. SA Land	28. Vaal Reefs 11 (Moab Khotsong)
2. Daggafontein	29. Western Deep Levels
3. East Daggafontein	30. Mponeng (South Mine WDL 1)
4. Elandsrand	31. Tau Tona (East Mine WDL 3)
5. Deelkraal (also called Elandskraal)	32. Savuka (West Mine WDL 2)
6. Kusasalethu	33. St Helena
7. Western Holdings (1,2,3,4,6,7) (ARMGold)	34. Evander (incl Kinross, Leslie, Bracken and Winkelhaak mines)
8. Matjhabeng (Western Holdings other 4 shafts Kudu, Nyala, Sable, Eland which were former Freddies and Free State Geduld shafts)	35. Randfontein Estates
9. Saaiplaas 2,3	36. Doornkop
10. Saaiplaas 4,5 (Masimong) (FreeGold 3)	37. Cooke 1, 2 and 3 (Rand Uranium)
11. Free State Geduld	38. Cooke 4 (Ezulwini)
12. Free State Cons	39. Unisel
13. FreeGold 2 and 4	40. Harmony mine
14. Freddies 7 and 9 (to Kades Barnea cc, Pamodzi, Target mine)	41. Merriespruit
15. Freegold 2, 4 (Tshepong, Phakisa)	42. Hartebeesfontein
16. President Brand	43. Loraine (Shafts 1,2 and 3)
17. President Steyn	44. Zandpan
18. Steyn 1,2 (to Kades Barnea, Pamodzi, Bambanani)	45. Virginia mine
19. Steyn 3,4 (FreeGold 1, then Bambanani)	46. Village Main Reef
20. Brand 1, 2, 3, 5 (Steyn 5 to 8)	47. Western Areas (to South Deep)
21. HJ Joel / Joel	48. South Deep
22. Western Reefs (merged with Vaal Reefs)	49. Beatrix (including Oryx)
23. Vaal Reefs (1,3,4,5,6,7)	50. Oryx (to Beatrix)
24. Vaal Reefs 2	51. Driefontein (including East Driefontein, West Driefontein and Driefontein Cons)
25. Vaal Reefs 8 (Great Noligwa)	52. Kloof (including Leeudoorn from 1 Jan 1993, Libanon and Venterspos)
26. Vaal Reefs 9 (Kopanang)	53. St Helena (Beisa section)
27. Vaal Reefs 10 (Tau Lekoa)	

FORM A

SETTLEMENT CLASS OPT OUT

Class settlement between some South African gold mining companies and gold mineworkers and / or their dependants for claims for exposure to silica dust or the contraction of silicosis and/or tuberculosis (TB)

This Form must only be completed if you are a current or former gold mineworker and you want to opt out of the settlement

Completing this form EXCLUDES you from the settlement class.

(i) DO NOT use this form if you wish to remain as part of the settlement arrangement.

(ii) DO NOT use this form if you want to submit a claim to the Tshiamiso Trust.

Name: _____ ID number: _____

Address: _____

(Postal Code)

Cellphone/ telephone: _____ Email: _____

(if available)

If you opt out of the settlement class, you will not be eligible to submit a claim to the Tshiamiso Trust and will not get any payment from the settlement.

If you opt out of the settlement class, you will not be legally bound by the settlement and will be entitled to pursue your claim individually in court.

YOUR EMPLOYMENT DETAILS		
Name of Gold Mine(s) where you work or have worked	**Your Employee number(s) at (each) Gold Mine where you work or have worked**	**Your period of employment at (each) Gold Mine**

PLEASE SEND THE FOLLOWING SUPPORTING DOCUMENTS WITH THE COMPLETED OPT-OUT FORM A

1. A copy of your identity document **or** passport;
2. Your proof of residence;
3. A copy of your proof of employment (for example, a letter(s) of employment **or** payslip(s) **or** any other document(s) proving employment).

(If you do not have all the above documents, urgently contact the toll-free Call Centre on [INSERT NUMBER] or send a "please call me" to [INSERT NUMBER])

DECLARATION

I am 18 years or older. **I have read this document, I understand the legal consequences of signing this document and I am signing it freely.**

By signing below, I hereby declare under oath that:

1. I wish to opt out of the Class Settlement approved by the High Court on [INSERT DATE], under Case Number [XXX], on my own behalf;
2. I understand the consequences of my decision to opt out and that, by opting out, I cannot claim any compensation from the Tshiamiso Trust established in terms of the Class Settlement; and
3. I consent to this information being processed in accordance with the requirements of the Protection of Personal Information Act, No 4 of 2013.

_____

Full Name & Surname

_____

Signature

_____

Date

Thus signed and sworn / affirmed to at _____ on this the _____ day of _____ 20__, the deponent having acknowledged that s/he knows and understands the contents of this affidavit, that it is both true and correct to the best of his/her knowledge and belief, that s/he has no objection to taking the prescribed oath / affirmation and that the prescribed oath / affirmation will be binding on his/her conscience.

_____

COMMISSIONER OF OATHS

FULL NAMES:

DESIGNATION:

ADDRESS:

FORM B

SETTLEMENT CLASS OPT OUT

Class settlement between some South African gold mining companies and mineworkers and / or their dependants for claims for exposure to silica dust or the contraction of silicosis and/or tuberculosis (TB)

This form must only be completed if you are

(i) a dependant of a deceased gold mineworker;

(ii) you are 18 years of age or older; and

(iii) you want to opt out of the settlement.

Completing this form EXCLUDES you from the settlement class.

(i) DO NOT use this form if you wish to remain IN the settlement class.

(ii) DO NOT use this form if you want to submit a claim to the Tshiamiso Trust.

Name: _____ ID number: _____

Address: _____

(Postal Code)

Cellphone/ telephone: _____ Email: _____

(if available)

If you opt out of the settlement class, you will not be eligible to submit a claim to the Tshiamiso Trust and will not get any payment from the settlement.

If you opt out of the settlement class, you will not be legally bound by the settlement and will be entitled to pursue your claim individually in court.

DETAILS OF THE DECEASED GOLD MINEWORKER	
Full Name and Surname	
Date of Birth	
Your relationship with the Deceased Gold Mineworker	

EMPLOYMENT DETAILS OF THE DECEASED GOLD MINEWORKER		
Name of Mine(s) where the Deceased Gold Mineworker Worked	Employee number of the Deceased Gold Mineworker at (each) Mine	Period of Employment of the Deceased Gold Mineworker at (each) Mine

PLEASE SEND THE FOLLOWING SUPPORTING DOCUMENTS WITH THE COMPLETED OPT-OUT FORM B

1. A copy of your identity document **OR** passport;
2. Your proof of residence;
3. A copy of the deceased gold mineworker's identity document **OR** passport;
4. A copy of the deceased mineworker's death certificate; and
5. A copy of the deceased gold mineworker's proof of employment (for example, a letter(s) of employment **OR** payslip(s) **OR** any other document(s) proving employment).

(If you do not have all the above documents, urgently contact the toll-free Call Centre on [INSERT NUMBER] or send a "please call me" to [INSERT NUMBER])

DECLARATION

I am 18 years or older. **I have read this document, I understand the legal consequences of signing this document and I am signing it freely.**

By signing below, I hereby declare under oath that:

1. I wish to opt out of the Class Settlement approved by the High Court on [INSERT DATE], under Case Number [XXX], on my own behalf;
2. I understand the consequences of my decision to opt out and that by opting out, I and all other dependants of the deceased gold mineworker, by operation of law, cannot claim any monetary compensation from the Tshiamiso Trust established in terms of the Class Settlement; and
3. I consent to this information being processed in accordance with the requirements of the Protection of Personal Information Act, No 4 of 2013.

_____

Full Name & Surname

_____

Signature

_____

Date

Thus signed and sworn / affirmed to at _____ on this the _____ day of _____ 20__, the deponent having acknowledged that s/he knows and understands the contents of this affidavit, that it is both true and correct to the best of his/her knowledge and belief, that s/he has no objection to taking the prescribed oath / affirmation and that the prescribed oath / affirmation will be binding on his/her conscience.

_____

COMMISSIONER OF OATHS

FULL NAMES:

DESIGNATION:

ADDRESS:

FORM C

SETTLEMENT CLASS OPT OUT

Class settlement between some South African gold mining companies and mineworkers and / or their dependants for claims for exposure to silica dust or the contraction of silicosis and/or tuberculosis (TB)

This Form must only be completed if you are

(I) the parent and/or guardian of a child who is under 18 years of age and is a dependant of a deceased gold mineworker; and

(II) you are exercising the child's right to opt out of the Settlement

In this form, the child who is a dependant of the deceased gold mineworker is called a "minor dependant".

Completion of this form EXCLUDES the minor dependant of the deceased gold mineworker from the settlement class.

(i) DO NOT use this Form if you want the minor dependant to remain IN the settlement class.

(ii) DO NOT use this form if you want to submit a claim to the Tshiamiso Trust on behalf of the minor dependant.

DETAILS OF THE PARENT / GUARDIAN

Name: _____ ID number: ____

Address: _____

(Postal Code)

Cellphone/ telephone:_____Email:_____

(if available)

If you opt-out of the settlement class on behalf of the minor dependant, no one will be eligible to submit a claim to the Tshiamiso Trust on behalf of the minor dependant and the minor dependant will not get any payment from the settlement.

If you opt out of the settlement class on behalf of the minor dependant, the minor dependant will not be legally bound by the settlement and you will be entitled to pursue his / her own claim individually in court on his / her behalf.

DETAILS OF THE MINOR DEPENDANT		
Full Name and Surname		
Date of Birth		
Physical Address		
Relationship of the Parent / Guardian with the Deceased Gold Mineworker, if any		
Relationship of the Minor Dependant with the Deceased Gold Mineworker		
DETAILS OF THE DECEASED GOLD MINEWORKER		
Full Name and Surname		
Date of Birth		
EMPLOYMENT DETAILS OF THE DECEASED GOLD MINEWORKER		
Name of Mine(s) where the Deceased Gold Mineworker Worked	Employee number of the Deceased Gold Mineworker at (each) Mine	Period of Employment of the Deceased Gold Mineworker at (each) Mine

PLEASE SEND THE FOLLOWING SUPPORTING DOCUMENTS WITH THE COMPLETED OPT-OUT FORM C

1. A copy of your identity document **OR** passport;
2. Your proof of residence;
3. A copy of the minor dependant's birth certificate **OR** identity document **OR** passport;
4. A copy of the deceased gold mineworker's identity document **OR** passport;
5. A copy of the deceased gold mineworker's death certificate; and
6. A copy of the deceased gold mineworker's proof of employment (for example, a letter(s) of employment **OR** payslip(s) **OR** any other document(s) proving employment).

(If you do not have all the above documents, urgently contact the toll-free Call Centre on [INSERT NUMBER] or send a "please call me" to [INSERT NUMBER])

DECLARATION

I am 18 years or older. I am the parent and/or legal guardian of the minor dependant. **I understand the legal consequences of signing this document on behalf of the minor dependant.** I have read this document, and I am signing it freely.

By signing below, I hereby declare under oath that:

1. I wish to opt out of the Class Settlement approved by the High Court on [INSERT DATE], under Case Number [XXX], on behalf of the minor dependant;
2. I understand the consequences of my decision to opt out on behalf of the minor dependant and that by opting out, the minor dependant and any other dependants of the deceased gold mineworker, by operation of law, cannot claim any monetary compensation from the Tshiamiso Trust established under the settlement; and
3. I consent to this information being processed in accordance with the requirements of the Protection of Personal Information Act, No 4 of 2013.

_____

Full Name & Surname

_____

Signature

_____

Date

Thus signed and sworn / affirmed to at _____ on this the _____ day of _____ 20__, the deponent having acknowledged that s/he knows and understands the contents of this affidavit, that it is both true and correct to the best of his/her knowledge and belief, that s/he has no objection to taking the prescribed oath / affirmation and that the prescribed oath / affirmation will be binding on his/her conscience.

_____

COMMISSIONER OF OATHS

FULL NAMES:

DESIGNATION:

ADDRESS:

FORM D

SETTLEMENT CLASS OPT OUT

Class settlement between some South African gold mining companies and mineworkers and / or their dependants for claims for exposure to silica dust or the contraction of silicosis and/or tuberculosis (TB)

This form must only be completed if you are

(i) An executor of a deceased gold mineworker's estate ("the Estate");

(ii) you have the appropriate letters of executorship; and

(iii) you want to opt out of the settlement on behalf the Estate.

Completing this form EXCLUDES the Estate from the settlement class.

(i) DO NOT use this form if you wish for the Estate to remain IN the settlement class.

(ii) DO NOT use this form if you want to submit a claim to the Tshiamiso Trust on behalf of the Estate.

DETAILS OF THE EXECUTOR

Name: _____ ID number: ____

Address: _____

(Postal Code)

Cellphone/ telephone:_____Email:_____

(if available)

If you opt-out of the settlement class on behalf of the Estate, the Estate will not be eligible to submit a claim to the Tshiamiso Trust.

If you opt-out of the settlement class on behalf of the Estate, the Estate will not be legally bound by the settlement.

DETAILS OF THE DECEASED GOLD MINEOWRKER	
Full Name and Surname	
Date of Birth	
Date of Death	
Physical Address	

EMPLOYMENT DETAILS OF THE DECEASED GOLD MINEWORKER		
Name of Mine(s) where the Deceased Gold Mineworker Worked	Employee number of the Deceased Gold Mineworker at (each) Mine	Period of Employment of the Deceased Gold Mineworker at (each) Mine

PLEASE SEND THE FOLLOWING SUPPORTING DOCUMENTS WITH THE COMPLETED OPT-OUT FORM C

1. A certified copy of your identity document **OR** passport;
2. A certified copy of your letters of executorship;
3. Your proof of residence;
4. A certified copy of the deceased gold mineworker's identity document **OR** passport;
5. A certified copy of the deceased gold mineworker's death certificate; and
6. A copy of the deceased gold mineworker's proof of employment (for example, a letter(s) of employment **OR** payslip(s) **OR** any other document(s) proving employment).

   (If you do not have all the above documents, urgently contact the toll-free Call Centre on [INSERT NUMBER] or send a "please call me" to [INSERT NUMBER])

DECLARATION

I am 18 years or older. I am the executor of the abovementioned deceased gold mineworker's estate. I **understand the legal consequences of signing this document on behalf of the Estate of the abovementioned deceased gold mineworker's estate.** I have read this document, and I am signing it freely.

By signing below, I hereby declare under oath that:

1. I wish to opt out of the Class Settlement approved by the High Court on [INSERT DATE], under Case Number [XXX], on behalf of abovementioned deceased gold mineworker's estate;
2. I understand the consequences of my decision to opt out on behalf of the abovementioned deceased gold mineworker's estate and that by opting out, the abovementioned deceased gold mineworker's estate and any dependants of the abovementioned deceased gold mineworker, by operation of law, cannot claim any monetary compensation from the Tshiamiso Trust established under the Class Settlement; and
3. I consent to this information being processed in accordance with the requirements of the Protection of Personal Information Act, No 4 of 2013.

_____

Full Name & Surname

_____

Signature

_____

Date

Thus signed and sworn / affirmed to at _____ on this the _____ day of _____ 20__, the deponent having acknowledged that s/he knows and understands the contents of this affidavit, that it is both true and correct to the best of his/her knowledge and belief, that s/he has no objection to taking the prescribed oath / affirmation and that the prescribed oath / affirmation will be binding on his/her conscience.

_____

COMMISSIONER OF OATHS

FULL NAMES:

DESIGNATION:

ADDRESS:

SCHEDULE 7

FIRST NOTICE

NOTICE OF PROPOSED CLASS SETTLEMENT

[attached hereto]

SCHEDULE 7

FIRST NOTICE

NOTICE OF PROPOSED CLASS SETTLEMENT

If you are currently or have been a GOLD MINEWORKER in South Africa, at any time after 12 March 1965, and have been exposed to silica dust or you have contracted silicosis or tuberculosis ("TB") OR you are A DEPENDANT (e.g., the wife, child or life partner) of such a gold mineworker who has since passed away, PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR RIGHTS.

If you have some other interest in the proposed settlement you should also read this notice.

THE PROPOSED SETTLEMENT

Six companies, African Rainbow Minerals, Anglo American SA, AngloGold Ashanti, Gold Fields, Harmony, Sibanye-Stillwater and some of their affiliates ("**the participating gold mining companies**") have reached a conditional settlement to pay compensation to eligible gold mineworkers and the dependants of such mineworkers who have passed away. The proposed settlement will settle the claims against the participating gold mining companies arising from the class action that was initiated before the High Court for:

- the harm and loss suffered by mineworkers who contracted silicosis and/or TB during their work on certain gold mines in South Africa, and
- the harm and loss suffered by the dependants of mineworkers who died of these diseases.

The proposed settlement is subject to certain conditions and must be approved by the High Court before it comes into force.

If the settlement is approved and all its other conditions are met, a Trust called the Tshiamiso Trust will be established and will exist for a minimum of 13 years.

All class members, except those that choose to opt out of the settlement, will be entitled to **submit a claim to the Tshiamiso Trust** for monetary compensation.

Eligible claimants will be entitled to receive a once-off payment of between R10 000 and R250 000, depending on the nature and seriousness of the disease. In certain exceptional circumstances, this amount may be increased to up to R500 000. An eligible claimant is a person who is a member of any of the classes and who meets the requirements of the Tshiamiso Trust to receive monetary compensation.

The participating gold mining companies are also required to pay the class lawyers a set amount for legal costs and to pay for the administration of the Tshiamiso Trust.

WHO IS A CLASS MEMBER?

You are a class member, and will be entitled to submit a claim to the Tshiamiso Trust, if you meet all the requirements of any of the four classes:

Class 1:	All people: 1. who as at the date when the settlement agreement comes into force, have undertaken risk work. In terms of the settlement agreement, risk work means "risk work" as defined in the Occupational Diseases in Mines and Works Act, 1973 or any of the following work: (i) work in the underground workings of a gold mine; (ii) work in a laundry where clothing of underground mineworkers is washed; (iii) work on a slimes dam of a gold mine; (iv) work in an assay laboratory of a gold mine where the composition of gold bearing ore is analysed, and where the mass of respirable dust from personal sampling is determined; (v) work in a metallurgical plant of a gold mine, including crushing, milling, transporting and smelting of ore; and

	(vi) work at conveyor belt operations which are undertaken to convey broken rock from the underground operations of a gold mine to surface; 2. who on or before the date when the settlement agreement comes into force, have contracted silicosis or have been exposed to silica dust; 3. who undertake or have undertaken risk work on one or more of the mines listed in Annexure A of this notice after 12 March 1965; and 4. who did not settle their claims in previously finalised settlements with Anglo American South Africa Limited and AngloGold Ashanti Limited on 14 March 2016 and Anglo American South Africa Limited on 19 September 2013, respectively.
Class 2:	The dependants of any of the persons in Class 1 above who are deceased as at the date when the settlement agreement comes into force.
Class 3:	All people: 1. who as at the date when the settlement agreement comes into force have undertaken risk work; 2. who on, before or after the date when the settlement agreement will come into force have contracted Tuberculosis; and 3. who undertake or have undertaken risk work, after 12 March 1965, on one or more of the gold mines listed in Annexure A of this notice.
Class 4:	The dependants of any of the persons in Class 3 above who are deceased as at the date when the settlement agreement comes into force.

HOW DO YOU CLAIM COMPENSATION FROM THE TSHIAMISO TRUST?

You must be an eligible claimant to receive compensation from the Tshiamiso Trust.

If and when the settlement agreement comes into force, you as a class member will have to **submit a completed claim form** to the Tshiamiso Trust, with your personal information and employment history or, if you are a dependant, the employment history of the deceased mineworker. You may also have to undergo a medical examination if you are or were a mineworker.

If the settlement is approved by the High Court the details for submitting claims will be published at those gold mines listed in Annexure A that are still operating. The details will also be published in the media and on the website: www.silicosissettlement.co.za.

YOU DO NOT NEED TO PAY ANYONE TO ASSIST YOU TO MAKE YOUR CLAIM

WHO ARE THE CLASS REPRESENTATIVES AND CLASS LAWYERS?

The High Court has approved [xx] number of people to be **CLASS REPRESENTATIVES** and they will act on behalf of the classes in the settlement. These people live across South Africa and you may get their contact details by calling the call centre with the details provided below.

THE CLASS LAWYERS that have been approved by the High Court are: **RICHARD SPOOR INCORPORATED ATTORNEYS, ABRAHAMS KIEWITZ INCORPORATED** and the **LEGAL RESOURCES CENTRE**. See below for their contact details.

SETTLEMENT APPROVAL HEARING

A hearing to consider the approval of the proposed Settlement will be heard on [INSERT DATE] at the High Court in Johannesburg, Corner Pritchard and Kruis Streets, at 10:00 a.m.

The High Court has issued a Court order that says what you must do if you want to take part in the hearing.

You can get a copy of the Court order, the settlement agreement and copies of the papers that have been filed at the High Court from any of the class lawyers (contact details below). Electronic copies of these documents will be available at www.silicosissettlement.co.za.

If you wish to provide the High Court with your comments on the proposed Settlement or if you want to object to the proposed Settlement, you must:

- Deliver a notice of appearance and an affidavit to Richard Spoor Inc Attorneys and file them at the High Court before [insert date]; and
- Deliver written argument, if any, to Richard Spoor Inc Attorneys for purposes of the hearing, which must also be filed at the Court, before [insert date].

The documents mentioned above can be delivered to Richard Spoor Inc Attorneys by hand, by fax or by email (details in box below).

The Court will consider all the affidavits and written arguments in deciding whether or not to approve the settlement. The Court will inform you if it wishes to hear oral argument from you at the hearing.

If no notice of appearance is filed on or before [insert date], the Court will decide the matter in the week starting on [insert date].

THE FINAL SETTLEMENT

If the Court approves the settlement, a summary will be published in newspapers, on radio stations and at various offices (including those of the goldmines listed in Annexure A that are still operating and certain advice offices, paralegal offices and community-based organisations

The full terms of the Court's decision and the final settlement will:

- be made available at the offices of the class lawyers (**addresses below**);
- be posted on the following websites: www.silicosissettlement.co.za and at the websites of the class lawyers (see below); and
- be sent to each person that gave notice of appearance in the approval hearing.

OPTING OUT OF THE CLASS PROCEEDINGS

If you are a class member and you do not opt out, the final settlement will be binding on you and you will be able to submit a claim to the Tshiamiso Trust for monetary compensation. If you do not opt out you will not be entitled to pursue your own claim or a class action for monetary damages for silicosis or TB against the participating gold mining companies.

Information on how to opt out will be published if and when the High Court approves the settlement agreement.

FOR MORE INFORMATION, INCLUDING HOW TO OBTAIN A COPY THE SETTLEMENT AGREEMENT:

- Visit www.silicosissettlement.co.za, or the websites of the websites of the class lawyers (see below)];
- Call the toll-free Call Centre at 0801 000 240. The Call Centre will operate at no cost to persons calling from within South Africa;
- Send a "please call me" to the following number [INSERT NUMBER]; or
- Contact the **CLASS LAWYERS** at:

Richard Spoor Incorporated Attorneys Tel. +27 (0)11 482 6081; Fax. +27 (0)11 482 1419 info@richardspoorinc.co.za; P.O. Box 303 Parklands, 2121 Physical address: Eton Building, Sherborne Square 5 Sherborne Road Parktown, Johannesburg	Abrahams Kiewitz Incorporated Tel. +27 (0)21 914 4842 Fax. +27 (0)21 914 1455 classaction@ak.law.za; P.O. Box 3048, Tygervalley, 7536, Cape Town	Legal Resources Centre Tel.: +27 (0)11 836 9831 Fax.: +27 (0)11 834 4273 silicosisclass@lrc.org.za P.O. Box 9495, Johannesburg, 2000

Annexure A - Participating mines

1. SA Land	28. Vaal Reefs 11 (Moab Khotsong)
2. Daggafontein	29. Western Deep Levels
3. East Daggafontein	30. Mponeng (South Mine WDL 1)
4. Elandsrand	31. Tau Tona (East Mine WDL 3)
5. Deelkraal (also called Elandskraal)	32. Savuka (West Mine WDL 2)
6. Kusasalethu	33. St Helena
7. Western Holdings (1,2,3,4,6,7) (ARMGold)	34. Evander (incl Kinross, Leslie, Bracken and Winkelhaak mines)
8. Matjhabeng (Western Holdings other 4 shafts Kudu, Nyala, Sable, Eland which were former Freddies and Free State Geduld shafts)	35. Randfontein Estates
9. Saaiplaas 2,3	36. Doornkop
10. Saaiplaas 4,5 (Masimong) (FreeGold 3)	37. Cooke 1, 2 and 3 (Rand Uranium)
11. Free State Geduld	38. Cooke 4 (Ezulwini)
12. Free State Cons	39. Unisel
13. FreeGold 2 and 4	40. Harmony mine
14. Freddies 7 and 9 (to Kades Barnea cc, Pamodzi, Target mine)	41. Merriespruit
15. Freegold 2, 4 (Tshepong, Phakisa)	42. Hartebeesfontein
16. President Brand	43. Loraine (Shafts 1,2 and 3)
17. President Steyn	44. Zandpan
18. Steyn 1,2 (to Kades Barnea, Pamodzi, Bambanani)	45. Virginia mine
19. Steyn 3,4 (FreeGold 1, then Bambanani)	46. Village Main Reef
20. Brand 1, 2, 3, 5 (Steyn 5 to 8)	47. Western Areas (to South Deep)
21. HJ Joel / Joel	48. South Deep
22. Western Reefs (merged with Vaal Reefs)	49. Beatrix (including Oryx)
23. Vaal Reefs (1,3,4,5,6,7)	50. Oryx (to Beatrix)
24. Vaal Reefs 2	51. Driefontein (including East Driefontein, West Driefontein and Driefontein Cons)

25. Vaal Reefs 8 (Great Noligwa)	52. Kloof (including Leeudoorn from 1 Jan 1993, Libanon and Venterspos)
26. Vaal Reefs 9 (Kopanang)	53. St Helena (Beisa section)
27. Vaal Reefs 10 (Tau Lekoa)	

C

SCHEDULE 8

NEWSPAPERS

[attached hereto]

"C"

SCHEDULE 8
LIST OF NEWSPAPERS

South Africa		
Newspapers	**Language/s**	**Distribution**
Alex Pioneer	All Languages	Gauteng
Horizon	English, Afrikaans	Gauteng
Soweto Express & Soweto Times	Zulu, Xhosa, English, S Sotho, Pedi	Gauteng
Tshwane Sun Hammanskraal, Tswane Sun Central, Kruger 2 Canyon	Setswana and English	Gauteng
Kruger 2 Canyon	English	Limpopo
The Herald	N Sotho, Tsonga, Siswati & English,	Mpumalanga
Highlands Panorama	SiSwati, Zulu, English, Afrikaans, N Sotho, Tsonga, Pedi	Mpumalanga
Polokwane Observer	N Sotho & English	Limpopo
Limpopo Mirror	N Sotho, English, Afrikaans, Ndebele, Tsonga	Limpopo
Zoutpansberger	Sesotho, English, Afrikaans, N Sotho	Limpopo
Mangaung Issue	Setswana, English, Afrikaans	Free State
Eastern Free State Issue	Setswana, Afrikaans, English	Free State
Maluti News	Zulu, Xhosa & Siswati	Free State
Northwest Independent, Overvaal	Zulu, English, Xhosa	Free State
Pinetown Izindaba, Amanzimtoti,	Xhosa, Afrikaans, English	North West
Galaxy, Northern Star, Stanger Weekly	Xhosa & English	Kwa-Zulu Natal
Ladysmith Herald, Stanger weekly	Afrikaans, Setswana, Xhosa & English	Kwa-Zulu Natal
Eastern Cape Today	Xhosa & English	Kwa-Zulu Natal
Pondo News	Xhosa and English	Eastern Cape
Kathu Gazette	English	Eastern Cape
De Aar Echo	English and Afrikaans	Northern Cape
Daily Sun	English	Major urban centres
Daily Dispatch	English	Eastern Cape
Sowetan	English	Nationwide
Isolezwe	Zulu and Xhosa	KwaZulu-Natal, Gauteng and Eastern Cape

Zimbabwe		
Newspapers	**Language/s**	**Distribution**
Sunday Mail	English	National
The Chronicle	English	National
The Herald	English	National
The Manica Post	English	National
Zambia		
Newspapers	**Language/s**	**Distribution**
Zambia Daily Mail	English	National
The Post	English	National
Swaziland		
Newspapers	**Language/s**	**Distribution**
Times of Swaziland	English	National
Swazi Observer	English	National
Mozambique		
Newspapers	**Language/s**	**Distribution**
Noticias	Portuguese	National
Domingo	Portuguese	National
Jornal Verdade	Portuguese	National
Malawi		
Newspapers	**Language/s**	**Distribution**
Malawi News	English, Chichewa	National
The Sunday Times	English	National
The Nation	English	National
Lesotho		
Newspapers	**Language/s**	**Distribution**
Public Eye	English, Sesotho	National
Lesotho Times	English, Sesotho	National
The Post	English	National
Botswana		
Newspapers	**Language/s**	**Distribution**
Botswana Gazette	English	National
The Voice	English, Setswana	National

SCHEDULE 9
RADIO STATIONS

[attached hereto]

"D"

SCHEDULE 9
RADIO STATIONS

South Africa		
Station	**Language/s**	**Distribution**
Alex FM	All Languages	Gauteng
Eldos FM	English, Afrikaans	Gauteng
Jozi FM	IsiZulu, IsiXhosa, English, Sesotho, Sepedi	Gauteng
Kasie FM	IsiZulu, Sesotho, English	Gauteng
Barberton Community Radio	Sesotho, Siswati & English	Mpumalanga
Radio Middleburg	Zulu, Ndebele and English	Mpumalanga
Radio Kanyamazane	SiSwati, IsiZulu, English, Afrikaans	Mpumalanga
Radio Moutse	Sesotho, Xitsonga, SiSwati, English	Mpumalanga
Tubatse	Sesotho, Sepedi, English	Mpumalanga
Greater Lebowakgomo	Sesotho and English	Limpopo
Greater Tzaneen FM	Sesotho, Xitsonga, Afrikaans, English, Tshivenda, Sepedi	Limpopo
Makhado FM	Sesotho and English	Limpopo
Mokopane Radio	English, Afrikaans, Tshivenda, Sesotho, Tsonga	Limpopo
Musina	Sepedi and English	Limpopo
Phalaborwa	English, Sesotho	Limpopo
SKFM	Sesotho, Zulu and English	Limpopo
Radio Univen	Sesotho and English	Limpopo
Motheo FM	Setswana, Afrikaans, Sepedi, Sesotho	Free State
Qwa Qwa Radio	Setswana, English	Free State
Setsoto FM	Setswana, English	Free State
Aganang	Setswana, Afrikaans, English	North West
Radio Mafikeng	IsiZulu, IsiXhosa, Siswati	North West
Modiri FM	IsiZulu, English, IsiXhosa	North West
Icora FM	IsiZulu, English	Kwa-Zulu Natal
Imbokodo	IsiXhosa & Sesotho, with English in the News	Kwa-Zulu Natal
Radio Khwezi	IsiXhosa, Afrikaans, English	Kwa-Zulu Natal
Zululand	IsiXhosa, English	Kwa-Zulu Natal
Alfred Nzo	English, IsiXhosa	Eastern Cape
Inkonjane	IsiXhosa, English, Sesotho, Afrikaans	Eastern Cape
Lukhanji	Afrikaans, Setswana, IsiXhosa, English	Eastern Cape

Unique FM	IsiXhosa, English	Eastern Cape
Unitra Community Radio	IsiXhosa, English and Sesotho	Eastern Cape
Vukani FM	IsiXhosa	Eastern Cape
Radio Riverside	Afrikaans, English, IsiXhosa and Setswana	Northern Cape
Radio Teemaneng	Setswana, IsiXhosa, Afrikaans and English	Northern Cape
Ulwazi	IsiXhosa, Afrikaans and English	Northern Cape
Zibonele FM	IsiXhosa, English	Western Cape
Ikwekwezi FM	IsiNdebele	Gauteng, Mpumalanga, Limpopo
Lesedi FM (SABC)	Sesotho	Gauteng, Mpumalanga, North West Province, Free State, Eastern Cape, KwaZulu-Natal, Northern Cape and Lesotho
Motsweding FM (SABC)	Setswana	North West , Northern Cape, Gauteng, Free State, Limpopo and Mpumalanga
North West FM	English and Setswana	Rustenburg, Zeerust, Mahikeng, Taung, Klerksdorp, Potchefstroom, Vryburg and Pretoria
OFM	English and Afrikaans	Free State, Northern Cape, North West and Gauteng
Thobela FM (SABC)	Sepedi	Gauteng, Limpopo and Mpumalanga, North West and Botswana
Tru FM (SABC)	Xhosa and English	Eastern Cape
Ukhozi FM (SABC)	Zulu	KwaZulu-Natal, Gauteng, Mpumalanga, Eastern Cape, Free State, North West and Limpopo
Westside FM	Zulu, English, Xhosa and others	Krugersdorp and surrounds
Umhlobo Wenene Radio (SABC)	Xhosa	Eastern Cape, Western Cape, Northern Cape, Free State, Gauteng, North West and KwaZulu-Natal
Kaya FM	English	Gauteng (greater Johannesburg metropolitan area, Pretoria, Springs, Vanderbijlpark and Carletonville)
Phalafala FM	Venda	Limpopo , Gauteng and North West

Ligwalagwala FM	SiSwati	Mpumalanga, Limpopo Gauteng and North West
Munganalonene FM	Xitsonga	Limpopo, Gauteng and North West
Zimbabwe		
Station	**Language/s**	**Distribution**
ZFM	English/Shona	National
Star FM	English/Shona	National
ZBC FM (official radio)	English/Shona/Ndebele	National
BBC WS Africa	English	International
Zambia		
Station	**Language/s**	**Distribution**
ZNBC (official radio)	English	National
BBC WS Africa	English	International
Swaziland		
Station	**Language/s**	**Distribution**
SBIS Radio 1	Siswati	National
SBIS Radio 2	English	National
TWR Voice of the Church	English	National
Mozambique		
Station	**Language/s**	**Distribution**
Radio Mozambique	All indigenous languages, English & Portuguese	National
BBC WS Africa	Portuguese	International
RDP Africa		National
Malawi		
Station	**Language/s**	**Distribution**
MBC Radio 1	English, Chichewa, Tumbuka, Ya, Lomwe, Tonga	National
MBC Radio 2	English	National
BBC WS Africa		International
Lesotho		
Station	**Language/s**	**Distribution**
Radio Lesotho	Sesotho and English	National
BBC WS Africa	English	International
People's Choice FM	Sesotho and English	National

Botswana		
Station	**Language/s**	**Distribution**
Radio Botswana RB1	English, Setswana	National
Radio Botswana RB2	English, Setswana	National
Duma FM	English, Setswana	National

1563
"GB5"

BOWMANS

SECOND ADDENDUM TO SETTLEMENT AGREEMENT

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between

AFRICAN RAINBOW MINERALS LIMITED

ANGLO AMERICAN SOUTH AFRICA LIMITED

ANGLOGOLD ASHANTI LIMITED

AVGOLD LIMITED

FREEGOLD (HARMONY) PROPRIETARY LIMITED

FREE STATE CONSOLIDATED GOLD MINES (OPERATIONS) LIMITED

GOLD FIELDS LIMITED

GOLD FIELDS OPERATIONS LIMITED

NEWSHELF 899 PROPRIETARY LIMITED

BEATRIX MINES LIMITED

FARWORKS/682 LIMITED

DRIEFONTEIN CONSOLIDATED PROPRIETARY LIMITED

GFL MINING SERVICES LIMITED

GFI JOINT VENTURE HOLDINGS PROPRIETARY LIMITED

HARMONY GOLD MINING COMPANY LIMITED

UNISEL GOLD MINES LIMITED

LORAINE GOLD MINES LIMITED

RANDFONTEIN ESTATES LIMITED

SIBANYE GOLD LIMITED

K2018259017 (SOUTH AFRICA) PROPRIETARY LIMITED

RICHARD SPOOR INC. ATTORNEYS

RICHARD SPOOR

ABRAHAMS KIEWITZ INCORPORATED

CHARLES ABRAHAMS

LEGAL RESOURCES CENTRE

MOTLEY RICE LLC

HAUSFELD LLP

AND

THE PERSONS LISTED IN SCHEDULE 1 OF THE SETTLEMENT AGREEMENT

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3. CONTINUATION OF THE SETTLEMENT AGREEMENT 5
4. COUNTERPARTS 5

PARTIES:

This Addendum 2 is made between:

(1) **African Rainbow Minerals Limited**, a company registered in accordance with the laws of South Africa under registration number 1933/004580/06;

(2) **Anglo American South Africa Limited**, a company registered in accordance with the laws of South Africa under registration number 1917/005309/06;

(3) **AngloGold Ashanti Limited**, a company registered in accordance with the laws of South Africa under registration number 1944/017354/06;

(4) **Avgold Limited**, a company registered in accordance with the laws of South Africa under registration number 1990/007025/06;

(5) **Freegold (Harmony) Proprietary Limited**, a company registered in accordance with the laws of South Africa under registration number 2001/029602/07;

(6) **Free State Consolidated Gold Mines (Operations) Limited**, a company registered in accordance with the laws of South Africa under registration number 1937/009266/06;

(7) **Gold Fields Limited**, a company registered in accordance with the laws of South Africa under registration number 1968/004880/06;

(8) **Gold Fields Operations Limited**, a company registered in accordance with the laws of South Africa under registration number 1959/003209/06;

(9) **Newshelf 899 Proprietary Limited**, a company registered in accordance with the laws of South Africa under registration number 2007/019941/07;

(10) **Beatrix Mines Limited**, a company registered in accordance with the laws of South Africa under registration number 1977/002138/06;

(11) **Farworks/682 Limited**, a company registered in accordance with the laws of South Africa under registration number 1964/004462/06;

(12) **Driefontein Consolidated Proprietary Limited**, a company registered in accordance with the laws of South Africa under registration number 1993/002956/07;

(13) **GFL Mining Services Limited**, a company registered in accordance with the laws of South Africa under registration number 1997/019961/06;

(14) **GFI Joint Venture Holdings Proprietary Limited**, a company registered in accordance with the laws of South Africa under registration number 1998/023354/07;

(15) **Harmony Gold Mining Company Limited**, a company registered in accordance with the laws of South Africa under registration number 1950/038232/06;

(16) **Unisel Gold Mines Limited**, a company registered in accordance with the laws of South Africa under registration number 1972/010604/06;

(17) **Loraine Gold Mines Limited**, a company registered in accordance with the laws of South Africa under registration number 1950/039138/06;

(18) **Randfontein Estates Limited**, a company registered in accordance with the laws of South Africa under registration number 1889/000251/06;

(19) **Sibanye Gold Limited**, a company registered in accordance with the laws of South Africa under registration number 2002/031431/06;

(20) **K2018259017 (South Africa) Proprietary Limited**, a company registered in accordance with the laws of South Africa under registration number 2018/259017/07;

(21) **Richard Spoor Inc. Attorneys**, a company registered in accordance with the laws of South Africa under registration number 2011/011048/21;

(22) **Richard Spoor**, an adult male with South African identity number 5907085022086;

(23) **Abrahams Kiewitz Incorporated**, a company registered in accordance with the laws of South Africa under registration number 2012/086658/21;

(24) **Charles Abrahams**, an adult male with South African identity number 670805 5168084;

(25) **Legal Resources Centre**, a law clinic registered with the Law Society of the Northern Provinces and a non-profit organisation registered in accordance with the laws of South Africa with NPO number 023-004;

(26) **Motley Rice LLC**, a company registered in accordance with the laws of South Carolina, United States of America under registration number 75-3051732;

(27) **Hausfeld LLP**, a limited liability partnership registered in accordance with the laws of the District of Columbia under initial file number 28181; and

(28) **the persons listed in Schedule 1 of the Settlement Agreement** (the **Class Representatives**).

WHEREAS

A. The Parties have entered into the Settlement Agreement.

B. Two of the purported parties to the Settlement Agreement are Leslie Gold Mines Limited, a company registered in accordance with the laws of South Africa under registration number 1959/001124/06, and Bracken Mines Limited, a company that was registered in accordance with the laws of South Africa under registration number 1959/001126/06.

C. At the time that the Settlement Agreement was entered into, Leslie Gold Mines Limited was in final winding-up and Bracken Mines Limited was dissolved. They were erroneously included as parties to the Settlement Agreement. The persons who signed the Settlement Agreement on behalf of Leslie Gold Mines Limited had no authority to do so, and did so in error.

D. Therefore, to all intents and purposes, Leslie Gold Mines Limited and Bracken Mines Limited are not parties to the Settlement Agreement (even though the Settlement Agreement was purportedly entered into on their behalf and they are cited as parties to it).

E. The Parties have entered into the Addendum.

F. Similarly, at the time that the Addendum was entered into, Leslie Gold Mines Limited was still dissolved and Bracken Mines Limited was still in final winding-up.

G. Therefore, Leslie Gold Mines Limited and Bracken Mines Limited are not parties to the Addendum (although both of them are cited as parties to it).

H. The Parties wish to make a recordal and to amend the Settlement Agreement, as set out in this Addendum 2.

IT IS AGREED AS FOLLOWS:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

For the purposes of this Addendum 2 and the preamble above, unless the context requires otherwise:

1.1.1 **Addendum** means the addendum to the Settlement Agreement entered into by and between the Parties on 27 November 2018;

1.1.2 **Addendum 2** means this agreement;

1.1.3 **Addendum 2 Effective Date** means the last date on which this Addendum 2 is signed by or on behalf of the Parties;

1.1.4 **Parties** means the parties to this Addendum 2, and **Party** means any one of them as the context may require; and

1.1.5 **Settlement Agreement** means the agreement titled "Gold Mineworkers' Class Action Settlement Agreement", including all schedules thereto, entered into by and between the Parties on or about 3 May 2018.

1.2 **Interpretation**

1.2.1 Capitalized words and expressions in this Addendum 2, but not defined in clause 1.1, shall have the meanings given to them in Schedule 4 of the Settlement Agreement.

1.2.2 Unless expressly provided to the contrary or inconsistent with the context, a reference in this Addendum 2 to:

1.2.2.1 this **Addendum 2** or any other agreement, document or instrument shall be construed as a reference to this Addendum 2 or that other agreement, document or instrument as amended, varied, novated or substituted from time to time;

1.2.2.2 a **clause** or **sub-clause** is to a clause or sub-clause of this Addendum 2;

1.2.2.3 a **person** includes any natural person, estate, firm, company, corporation, body corporate, juristic person, unincorporated association, government, state or agency of a state or any association, trust, partnership, syndicate, consortium, joint venture, charity or other entity (whether or not having separate legal personality);

1.2.2.4 any one gender, whether masculine, feminine or neuter, includes the other two;

1.2.2.5 the singular includes the plural and *vice versa*;

1.2.2.6 a word or expression given a particular meaning includes cognate words or expressions;

1.2.2.7 the words **including, include** or **in particular** followed by specific examples shall be construed by way of example or emphasis only and shall not be construed, nor shall it to take effect, as limiting the generality of any preceding words, and the *eiusdem generis* rule shall not to be applied in the interpretation of such specific examples or general words; and

1.2.2.8 the words **other** or **otherwise** shall not be construed *eiusdem generis* with any foregoing words where a wider construction is possible.

1.2.3 All the headings and sub-headings in this Addendum 2 are for convenience and reference only and shall be ignored for the purposes of interpreting it.

1.2.4 No rule of construction may be applied to the disadvantage of a Party because that Party was responsible for or participated in the preparation of this Addendum 2 or any part of it.

2. **RECORDAL AND AMENDMENT**

With the effect from the Addendum 2 Effective Date, the Parties acknowledge and agree that:

2.1 the Settlement Agreement became a valid contract as between all the Parties, with effect from 3 May 2018, and is binding on all the Parties;

2.2 the Addendum became a valid contract as between all the Parties, with effect from 27 November 2018, and is binding on all the Parties;

2.3 the validity of the Settlement Agreement and the Addendum are not dependant on Leslie Gold Mines Limited or Bracken Mines Limited being party to them;

2.4 all references to Leslie Gold Mines Limited and Bracken Mines Limited in the Settlement Agreement and in the Addendum are deemed to have been removed from those agreements as if they were never there in the first place; and

2.5 the references to the Leslie and Bracken mines in Schedule F of Schedule 4 of the Settlement Agreement are not removed by this Addendum 2.

3. **CONTINUATION OF THE SETTLEMENT AGREEMENT**

Save as amended under clause 2 all the terms and conditions of the Settlement Agreement shall continue in full force and effect.

4. **COUNTERPARTS**

This Addendum 2 may be executed in any number of counterparts, each counterpart when read together shall constitute one and the same document.

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
AFRICAN RAINBOW MINERALS LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

_____
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
ANGLO AMERICAN SOUTH AFRICA LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
ANGLOGOLD ASHANTI LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
AVGOLD LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

_____
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____ 20__.

For and on behalf of
FREEGOLD (HARMONY) PROPRIETARY LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

_____
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____ 20__.

For and on behalf of
FREE STATE CONSOLIDATED GOLD MINES (OPERATIONS) LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

_____
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
GOLD FIELDS LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
GOLD FIELDS OPERATIONS LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
NEWSHELF 899 PROPRIETARY LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
BEATRIX MINES LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
FARWORKS/682 LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
DRIEFONTEIN CONSOLIDATED PROPRIETARY LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
GFL MINING SERVICES LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
GFI JOINT VENTURE HOLDINGS PROPRIETARY LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
HARMONY GOLD MINING COMPANY LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

_____
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
UNISEL GOLD MINES LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

_____
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
LORAINE GOLD MINES LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

_____
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
RANDFONTEIN ESTATES LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

_____
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
SIBANYE GOLD LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

_____
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____20__.

For and on behalf of
K2018259017 (SOUTH AFRICA) PROPRIETARY LIMITED

Signatory:
Capacity:
Who warrants his authority hereto

Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at [illegible] on this the 15 day of December 2015

For and on behalf of
RICHARD SPOOR INC. ATTORNEYS

Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at [illegible] on this the 15 day of December 2015

RICHARD SPOOR

Signatory:
Identity Number: [illegible]

SIGNED at _____ on this the _____ day of _____ 20__

For and on behalf of
ABRAHAMS KIEWITZ INCORPORATED

Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____ 20__.

CHARLES ABRAHAMS

_____
Signatory:
Identity Number:

SIGNED at _____ on this the _____ day of _____ 20__.

For and on behalf of
LEGAL RESOURCES CENTRE

_____
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____ 20__.

For and on behalf of
MOTLEY RICE LLC

_____
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____ 20__.

For and on behalf of
HAUSFELD LLP

_____
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at ... on this the 10 day of ... 20...

For and behalf of each of the **Class Representatives listed in Part A of Schedule 1**, duly authorised in terms of clause 13.4.2 of the Settlement Agreement

Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____ 20__.

For and behalf of each of the **Class Representatives listed in Part B of Schedule 1 of the Settlement Agreement**, duly authorised in terms of clause 13.4.3 of the Settlement Agreement

Signatory: Charles Abrahams
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____ 20__.

For and behalf of each of the **Class Representatives listed in Part C of Schedule 1 of the Settlement Agreement**, duly authorised in terms of clause 13.4.4 of the Settlement Agreement

Signatory: Legal Resources Centre
Capacity:
Who warrants his authority hereto

LRC
Legal Resources Centre

RICHARD SPOOR INC
ATTORNEYS

ABRAHAMSKIEWITZ
INCORPORATED

Error!

K2018259017 (South Africa) Proprietary Limited
11 Alice Lane
Sandton, Johannesburg
P.O. Box 785812
Sandton
2146
South Africa
By email: cchater@anglogoldshanti.com
CC: paul.pretorius@goldfields.com

22 August 2019

Dear Sirs

1. **INTRODUCTION**

1.1 We refer to the Settlement Agreement for the gold mineworkers' class action entered into on 3 May 2018 by (among other parties):

1.1.1 African Rainbow Minerals Limited, Anglo American South Africa Limited, AngloGold Ashanti Limited, Avgold Limited, Freegold (Harmony) Proprietary Limited, Free State Consolidated Gold Mines (Operations) Limited, Gold Fields Limited, Gold Fields Operations Limited, Newshelf 899 Proprietary Limited, Beatrix Mines Limited, Farworks/682 Limited, Driefontein Consolidated Proprietary Limited, GFL Mining Services Limited, GFI Joint Venture Holdings Proprietary Limited, Harmony Gold Mining Company Limited, Unisel Gold Mines Limited, Loraine Gold Mines Limited, Randfontein Estates Limited and Sibanye Gold Limited(the **Companies**);

1.1.2 K2018259017 (South Africa) Proprietary Limited (the **Agent**); and

1.1.3 Richard Spoor Inc. Attorneys, Abrahams Kiewitz Incorporated, Legal Resources Centre, Motley Rice LLC and Hausfeld LLP (the **Claimants' Attorneys**),

to settle the silicosis and tuberculosis class action instituted by the Claimants' Attorneys on behalf of their clients against the Companies (the **Settlement Agreement**).

1.2 In terms of the Settlement Agreement, the Companies appointed the Agent to represent them in relation to certain matters contemplated, *inter alia*, in the Settlement Agreement.

1.3 Capitalised terms used in this letter shall bear the meanings ascribed thereto in the Settlement Agreement.

2. EXTENSION OF THE FULFILMENT DATE FOR THE SUSPENSIVE CONDITION

2.1 The Condition contained in clause 2.1.3 of the Settlement Agreement requires the Agent and the Claimants' Attorneys to agree in writing on or before 30 (thirty) days following fulfilment of the Condition in clause **Error! Reference source not found.** (it being agreed that the Agent and the Claimants' Attorneys (collectively) may extend the date for the fulfilment of the Condition in this clause **Error! Reference source not found.** on more than one occasion), to extend the fulfilment of the condition for the lodgment of Trust Deed with the Master and issue of the letters of authority by the Master to the first trustees of the Trust.

2.2 In terms of the Settlement Agreement, an extension to the condition contained in clause 2.1.3 of the Settlement Agreement must be agreed to by the Agent and the Claimants' Attorneys on or before 30 (thirty) days following fulfilment of the Condition in clause **Error! Reference source not found.**, which is by 26 August 2019.

2.3 As the condition contained in clause 2.1.3 has not yet been fulfilled or waived, the Agent and Claimants' Attorneys wish to extend the date of fulfilment of the condition, as is contemplated in clauses 2.1.3 of the Settlement Agreement.

2.4 By their signature to this letter, the Agent and the Claimants' Attorneys hereby agree that the period for the fulfilment of the Condition contained in clause 2.1.3 of the Settlement Agreement be extended by a further 52 (fifty two) days from 26 August 2019 to 17 October 2019.

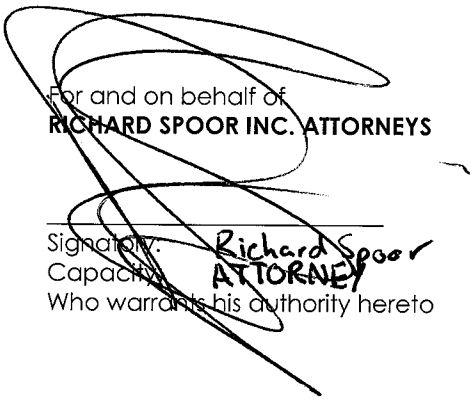
3. GENERAL

3.1 Save as specifically set out in this letter, the letter of extension dated 27 November 2018, the addenda to the Settlement Agreement entered into by, among other parties, the Companies, Agent and Claimants' Attorneys on or about 27 November 2018 and on or about 11 December 2018, the Settlement Agreement will remain unaltered.

3.2 Please indicate your agreement by countersigning this letter where indicated and returning it to the Claimants' Attorneys, by no later than 17:00pm (South African time) on Sunday, 25 August 2019.

3.3 This letter may be executed in more than one counterpart, each of which shall be deemed to constitute an original and which taken together shall constitute one and the same document.

Yours sincerely



For and on behalf of
RICHARD SPOOR INC. ATTORNEYS

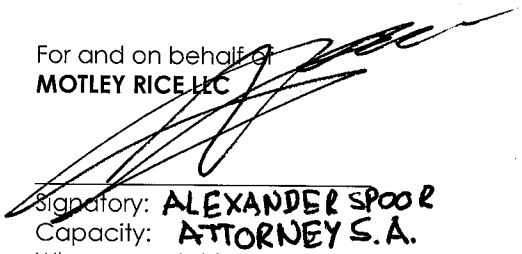
Signatory: Richard Spoor
Capacity: ATTORNEY
Who warrants his authority hereto

For and on behalf of
ABRAHAMS KIEWITZ INCORPORATED

Signatory:
Capacity:
Who warrants his authority hereto

For and on behalf of
LEGAL RESOURCES CENTRE

Signatory:
Capacity:
Who warrants his authority hereto



For and on behalf of
MOTLEY RICE LLC

Signatory: ALEXANDER SPOOR
Capacity: ATTORNEY S.A.
Who warrants his authority hereto

For and on behalf of
HAUSFELD LLP

Signatory:
Capacity:

Who warrants his authority hereto

Accepted and agreed by:

For and on behalf of
K2018259017 (SOUTH AFRICA) PROPRIETARY LIMITED

_____
Signatory:
Capacity:
Who warrants his authority hereto

_____
Signatory:
Capacity:
Who warrants his authority hereto

_____
Signatory:
Capacity:
Who warrants his authority hereto

_____
Signatory:
Capacity:
Who warrants his authority hereto

_____
Signatory:
Capacity:
Who warrants his authority hereto