



Annexure "A"

EXECUTION

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**GOLD MINeworkERS' CLASS ACTION  
SETTLEMENT AGREEMENT**

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between

**AFRICAN RAINBOW MINERALS LIMITED**

**ANGLO AMERICAN SOUTH AFRICA LIMITED**

**ANGLOGOLD ASHANTI LIMITED**

**AVGOLD LIMITED**

**FREGOLD (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**

**LORAINÉ 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 (**NFL**);
- (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 90<sup>th</sup> 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 foregoing 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 foregoing, 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 foregoing 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 foregoing 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 foregoing 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 foregoing, 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,  
Chislehurst

Sandton  
Email address: ir.admin@am.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.aa@am.co.za  
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 Unise! 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 J 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 J 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 J 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](mailto: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 SANDTON on this the 3<sup>rd</sup> day of MAY 2018.

For and on behalf of  
**AFRICAN RAINBOW MINERALS LIMITED**

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

Buchuba

Signatory: Abigail Muthuba  
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 3<sup>RD</sup> day of MAY 2018.

For and on behalf of  
**AFRICAN RAINBOW MINERALS LIMITED**

\_\_\_\_\_  
Signatory:  
Capacity:  
Who warrants his authority hereto



\_\_\_\_\_  
Signatory: Mphahlele Mathuba  
Capacity: Financial Director  
Who warrants his authority hereto

SIGNED at PARKTOWN on this the 3<sup>RD</sup> day of MAY 2018.

For and on behalf of  
**ANGLO AMERICAN SOUTH AFRICA LIMITED**



\_\_\_\_\_  
Signatory: Andile Songqu  
Capacity: Director  
Who warrants his authority hereto

SIGNED at PARKTOWN on this the 3<sup>RD</sup> day of MAY 2018.

For and on behalf of  
**ANGLOGOLD ASHANTI LIMITED**



\_\_\_\_\_  
Signatory: Ria Smit  
Capacity: Executive Vice President ; Group Legal,  
Who warrants his authority hereto Commercial and Procurement

SIGNED at PARKTOWN on this the 3<sup>RD</sup> day of MAY 2018.

For and on behalf of  
**ANGOLD LIMITED**




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



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

SIGNED at PARKTOWN on this the 3<sup>RD</sup> day of MAY 2018.

For and on behalf of  
**FREE GOLD (HARMONY) PROPRIETARY LIMITED**




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



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

SIGNED at PARKTOWN on this the 3<sup>RD</sup> day of MAY 2018.

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



Signatory: Mr. Jam Chabichaka  
Capacity: Executive Vice President: Group Legal, Commercial  
Who warrants his authority hereto and Essement

Signatory: Linda Luater  
Capacity: Vice President: Assistant General Counsel  
Who warrants his authority hereto

SIGNED at PARKTOWN on this the 3<sup>RD</sup> day of MAY 2018

For and on behalf of  
**GOLD FIELDS LIMITED**

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

SIGNED at PARKTOWN on this the 3<sup>RD</sup> day of MAY 2018

For and on behalf of  
**GOLD FIELDS OPERATIONS LIMITED**

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

SIGNED at PARKTOWN on this the 3<sup>RD</sup> day of MAY 2018

For and on behalf of  
**NEWSHELF 899 PROPRIETARY LIMITED**

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

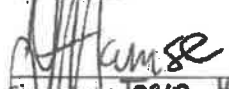
SIGNED at PARKTOWN on this the 3<sup>RD</sup> day of MAY 2018

For and on behalf of  
**BEATRIX MINES LIMITED**

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

SIGNED at PARKTOWN on this the 3<sup>RD</sup> day of MAY 2018.


For and on behalf of  
**FARWORKS/682 LIMITED**

  
Signature: Taryn Harmse

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

SIGNED at PARKTOWN on this the 3<sup>RD</sup> day of MAY 2018.


For and on behalf of  
**DRIEFONTEIN CONSOLIDATED PROPRIETARY LIMITED**

  
Signature: Taryn Harmse

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

SIGNED at PARKTOWN on this the 3<sup>RD</sup> day of MAY 2018.


For and on behalf of  
**GFL MINING SERVICES LIMITED**

  
Signature: Taryn Harmse

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

SIGNED at PARKTOWN on this the 3<sup>RD</sup> day of MAY 2018.


For and on behalf of  
**GFI JOINT VENTURE HOLDINGS PROPRIETARY LIMITED**


  
Signature: Taryn Harmse

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

SIGNED at PARKTOWN on this the 03<sup>RD</sup> day of MAY 2018


For and on behalf of  
**HARMONY GOLD MINING COMPANY LIMITED**


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

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

SIGNED at PARKTOWN on this the 3<sup>RD</sup> day of MAY 2018


For and on behalf of  
**UNISEL GOLD MINES LIMITED**


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

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

SIGNED at PARKTOWN on this the 3<sup>RD</sup> day of MAY 2018


For and on behalf of  
**LORAINÉ GOLD MINES LIMITED**


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

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

SIGNED at PARKTOWN on this the 3<sup>RD</sup> day of MAY 2018.


For and on behalf of  
**RANDFONTEIN ESTATES LIMITED**

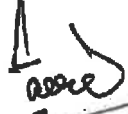
  
Signatory: Frank Abbott  
Capacity: Financial Director  
Who warrants his authority hereto

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

SIGNED at PARKTOWN on this the 3<sup>RD</sup> day of MAY 2018.

For and on behalf of  
**SIBABWE GOLD LIMITED**

  
Signatory: Neal John Froveman  
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 3<sup>RD</sup> day of MAY 2018.

For and on behalf of  
**LESLIE GOLD MINES LIMITED**



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



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

SIGNED at PARKTOWN on this the 3<sup>RD</sup> day of MAY 2018.

For and on behalf of  
**BRACKEN MINES LIMITED**



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



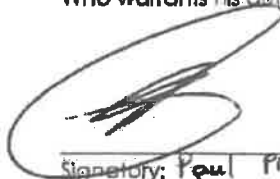
Signatory: Peter William Steenkamp  
Capacity: Chief Executive Officer  
Who warrants his authority hereto

SIGNED at PARKTOWN on this the 3<sup>RD</sup> day of MAY 2018.

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



Signatory: Linda Crater  
Capacity: Director  
Who warrants his authority hereto



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



SIGNED at PARKTOWN on this the 3<sup>RD</sup> 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 3<sup>RD</sup> day of MAY 2018

**RICHARD SPOOR**

Signatory: Richard Spoor  
Identity Number: 590708 5022086

SIGNED at PARKTOWN on this the 3<sup>RD</sup> day of MAY 2018

For and on behalf of  
**ABRAHAMS KIEWITZ INCORPORATED**

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

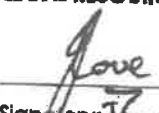
SIGNED at PARKTOWN on this the 3<sup>RD</sup> day of MAY 2018

**CHARLES ABRAHAMS**

Signatory: Charles Abrahams  
Identity Number: 670805 5168084

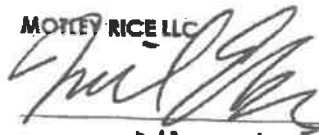
SIGNED at PARKTOWN on this the 3<sup>RD</sup> day of MAY 2018.

For and on behalf of  
**LEGAL RESOURCES CENTRE**

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

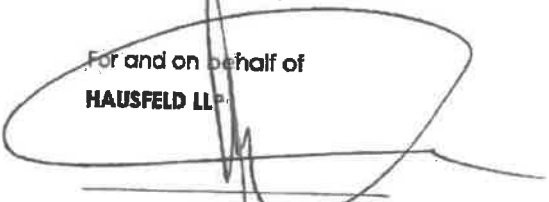
SIGNED at PARKTOWN on this the 3<sup>RD</sup> day of MAY 2018.

For and on behalf of  
**MOTLEY RICE LLC**

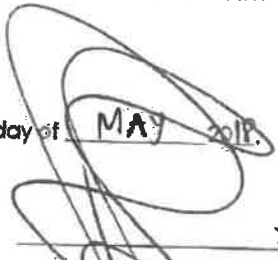
  
Signatory: Michael E. Elsner  
Capacity:  
Who warrants his authority hereto

SIGNED at PARKTOWN on this the 3<sup>RD</sup> day of MAY 2018.

For and on behalf of  
**HAUSFELD LLP**

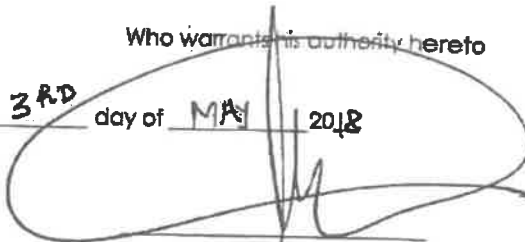
  
Signatory: Charles Abraham  
Capacity:  
Who warrants his authority hereto

SIGNED at PARKTOWN on this the 3<sup>RD</sup> day of MAY 2018.

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

SIGNED at PARKTOWN on this the 3<sup>RD</sup> day of MAY 2018

Who warrants his authority hereto



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 3<sup>RD</sup> day of MAY 2018.



Signatory: Janet Yetta Loue

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	Leblitsa
20.	Mataaso Mable	Makone
21.	Matsekelo Cislila	Masupha
22.	Matlisetso Maseipati Jesenta	Nong

**PART B**

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

**PART C**

Item no	Name(s)	Sumame
1.	Malepa	Fuso
2.	Noebejara	Tau
3.	Ella Motialepula	Phetane
4.	Motialepula	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 MINERWORKER** 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:

<b>Class 1:</b>	<b>All persons:</b> <ol style="list-style-type: none"><li>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);</li><li>2. who on or before the Effective Date, have or will have contracted Silicosis or will have been exposed to silica dust;</li><li>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</li><li>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.</li></ol>
<b>Class 2:</b>	The dependants of any of the persons contemplated in Class 1 above who (i.e. such persons) are deceased as at the Effective Date.
<b>Class 3:</b>	<b>All persons:</b> <ol style="list-style-type: none"><li>1. who as at the Effective Date are undertaking, or prior to the Effective Date have undertaken, Risk Work;</li><li>2. who on, before or after the Effective Date have or will have contracted Tuberculosis; and</li></ol>



	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 <a href="mailto:info@richardspoorinc.co.za">info@richardspoorinc.co.za</a> ; P.O. Box 303 Parklands, 2121	Abrahams Kiewitz Incorporated Tel. +27 (0)21 914 4842 Fax. +27 (0)21 914 1455 <a href="mailto:classaction@ak.law.za">classaction@ak.law.za</a> ; P.O. Box 3048, Tygervalley, 7536. Cape Town	Legal Resources Centre Tel.: +27 (0)11 836 9831 Fax.: +27 (0)11 834 4273 <a href="mailto:silicosisclass@lrc.org.za">silicosisclass@lrc.org.za</a> P.O. Box 9495, Johannesburg, 2000
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**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.	Unsel Gold Mines Limited
17.	Lorraine Gold Mines Limited
18.	Randfontein Estates Limited
19.	Sibanye Gold Limited
20.	Leslie Gold Mines Limited
21.	Bracken Mines Limited

**Annexure B**

**Interf**

**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 are 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 Tshlamiso 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 Tshlamiso  
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 MINERWORKER		
Full Name and Surname		
Date of Birth		
Your relationship with the Deceased Gold Mineworker		
EMPLOYMENT DETAILS OF THE DECEASED GOLD MINERWORKER		
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

<p><b>PLEASE SEND THE FOLLOWING SUPPORTING DOCUMENTS WITH THE COMPLETED OPT-OUT FORM :</b></p>
--

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 Tshamiso Trust on behalf of the Minor Dependant.**

**DETAILS OF THE PARENT / GUARDIAN**

Name: \_\_\_\_\_ ID number: \_\_\_\_\_

Address: \_\_\_\_\_ (Postal

Code)

Cellphone/ telephone: \_\_\_\_\_ Email: \_\_\_\_\_

available)

(if

**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 Tshlamiso 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.**

<b>DETAILS OF THE MINOR DEPENDANT</b>		
<b>Full Name and Surname</b>		
<b>Date of Birth</b>		
<b>Physical Address</b>		
<b>Relationship of the Parent / Guardian with the Deceased Gold Mineworker, if any</b>		
<b>Relationship of the Minor Dependant with the Deceased Gold Mineworker</b>		
<b>DETAILS OF THE DECEASED GOLD MINERWORKER</b>		
<b>Full Name and Surname</b>		
<b>Date of Birth</b>		
<b>EMPLOYMENT DETAILS OF THE DECEASED GOLD MINERWORKER</b>		
<b>Name of Mine(s) where the Deceased Gold Mineworker Worked</b>	<b>Employee number of the Deceased Gold Mineworker at (each) Mine</b>	<b>Period of Employment of the Deceased Gold Mineworker at (each) Mine</b>


**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**



**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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### SCHEDULES:

SCHEDULE A:	Founders
SCHEDULE B:	Initial Trustees
SCHEDULE C:	Claimants' Attorneys
SCHEDULE D:	List of Q(h)ubeka claimants and Blom claimants
SCHEDULE E:	Form of Release
SCHEDULE F:	Qualifying Mines and Qualifying Periods
SCHEDULE G:	Actuarial determination principles and procedures
SCHEDULE H:	Qualifying Diseases Diagnosis and Classification

## **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 1<sup>st</sup> (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) **Anggold 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) **Lorraine 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 (xai) **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 12.8.2.2.1 and 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 B.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 12<sup>th</sup> (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 12.8.2.2.1 and 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 12.8.2.2.1 and 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 12.8.2.2.1 and 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 12.8.2.2.1 and 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 immovable, 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 instalment 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;

- 8.5.2 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 instalment 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

- 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.

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 instalment 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 foregoing 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 10<sup>th</sup> (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 Certificate 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, Kgomoiso 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 sequestered 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 1<sup>st</sup> (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 percent)	20.72% (twenty point seven two percent)
27.1.1.3	AngloGold Ashanti Limited percent)	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 percent)	21.66% (twenty one point six six percent)
27.1.1.6	Sibanye Gold Limited percent)	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](mailto:Paul.Pretorius@goldfields.com) &  
[CChater@AngloGoldAshanti.com](mailto:CChater@AngloGoldAshanti.com)

Marked for the attention of Paul Pretorius & Cindy  
Chater

**30.1.2 African Rainbow Minerals Limited**

ARM House

29 Impala Road

Chislehurst

Sandton

Email address: [lr.admin@arm.co.za](mailto:lr.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: [cossec.aajhb@angloamerican.com](mailto:cossec.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](mailto: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](mailto: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](mailto: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,  
Wetlevreden Park  
1709  
Email address: [Hartley.dikgale@sibanyestillwater.com](mailto: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](mailto:abre.vanvuuren@harmony.co.za)  
Marked for the attention of Abraham Joseph van  
Vuuren

**30.1.9      Kgomoiso Mmathuto Molebatsi**

793 Kiplyster Street  
Heuwelsig Estate  
Celtisdal ext 20  
Centurion  
0159  
Email address:  
[kgomoiso.molebatsi@sibanyestillwater.com](mailto:kgomoiso.molebatsi@sibanyestillwater.com)  
Marked for the attention of Kgomoiso 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@irc.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@nich.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, Tygervally  
Bellville  
Email address: charles@ak.law.za  
Marked for the attention of Charles Abrahams
- 30.1.1      **Legal Resources Centre**
- 16<sup>th</sup> Floor Bram Fischer Towers  
20 Albert Street



Johannesburg  
Email address: carina@irc.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 Eisner

**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 5<sup>th</sup> (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

\_\_\_\_\_  
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 Courney 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 amended 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. Kgomoiso 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 Kewitz 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) **Molley 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 be 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
Paudosi Ngoanancol	Adam
Ralekhotso	Adam
Tshavata	Adam
Kipolo Mbangi	Aktodase
Xakelile Sunnyboy	Aktodase
Buyisile	Arozi
Fumibuntu Swartboy	Baba
Melkani Samuel	Baca
Velali	Baca
Underson	Barcela
Fexile	Badi
Mzoliwa	Badli
Zolani Fourie	Badu
Madyaphi	Bafana
Soere	Baholo
Joels Daniel	Belakha
Ntal Petrose	Belakha
Mgabiselwa	Balekile
Mlindeni	Baleni
Sitembele Michael	Baleni
Robane	Balindilela
John Nomadadana	Bambijanga
Khanke Enock	Bandezzi
Vuyisile Arthur	Bandezzi
Mziwandile Wilness	Baneti
Phindile	Bangani
Mfazwayipeli	Bangweni
Jongikaya	Banjathwe
George Mwakaza	Banjawe
Masiko July	Banjwa
Siphiwo Wellington	Baqo
Thembalake David	Bartman
Gilbert Sakhephi	Base
Tsolwana	Basi
Zinyangile	Batyi
Madiliza	Bava
Simphele	Bavu
Samson	Bawuti
Ngezawana	Beja

Tyhotyholwane	Bekaphantsi
Wabana	Bekwa
Zizolisi Elic	Belant
Tsepo	Bele
Velaphe Abraham	Belekoana
Tseliso Fusi	Beleme
Mabuti Zimoshile	Bena
Sizukuva	Bena
Lulama Vizzard	Bandle
Mveleli France	Benya
Vuyisile	Benya
Welle	Benya
Ndodokhaya	Betiwe
Songezo Alex	Betiwe
Verson Simpwe	Bexenba
Saziso	Bhaliwa
Pumzile	Bhebheni
Mongezi Watson	Bhekaphozulu
Phikinkosi	Bhele
Full-Bank Mandlenkosi	Bhongwena
Sebenzile	Bhonsi
Qotso	Bhoqwana
Mzoli Wellington	Bhudeza
Makhenke	Bhungane
Mawethu	Bidi
Themba Wellington	Bika
Mzimkulu	Blitane
Lethula	Binyane
Sera John	Binyane
Mzonke	Bisha
Baptista Tebatso	Bitso
Makhekese	Blayi
Tandekile	Blayi
Bonyawi Genet	Blolongwana
Sikwadinana Lawrence	Blom
Zwelindima	Bobani
Tyonte	Bobl
Welle Hamilton	Bobotyana
Wellile	Bobotyana
Mayibeke	Bokolo
Marekisi Alfred	Bokwana
Motikeng	Boiae

Kopano	Bolesl
Ernest Bali	Bomela
Mohetshelwa Bomka	Bomka
Sydney Dahumzi	Bonakele
Sitaki	Bonani
Thandekile Tororo	Bonga
Vuyisile	Bonga
Stzwe Dalton	Bongani
Nkcerkce	Bonyo
Bonisle Elliot	Booi
Mbulelo Maqamza	Booi
Mtshambi	Booi
Mzukisi Moses	Booi
Shiyekile Wilson	Booi
Zallale	Booi
Zolile Conzington	Booi
Mlamh Kilian	Bogo
Moletl Esau	Botsane
Ndzele	Botwana
Mafusini Wilson	Botya
Matshapa	Bova
Kadi Samuel	Bovana
	Bovana
Mbuzeli Livingstone	formerly Ntshabe
Jalale	Bovungang
Khayalethu David	Boxo
Adam Dalubuzwe	Boyana
Mbukwe Jackson	Breakfast
Fanekhaya	Bubana
Simphele	Budaza
Mzwandile Ben	Budlela
Boyisana	Buhlungu
Nkovana Mnguni	Bukosi
Monwabisi	Bulana
Mhleki	Bululu
Abner	Bunge
Nahfhi	Bungendlu
Zamile William	Bungu
Mkhuhlane	Bunzi
Baholo Petrose	Busa
Khuhlekile Elliot	Busakwe
Sigomani	Bushula
Mozamo	Busi
Mandisile Nelson	Buthi
Thengusile	Buthu

Dumile Using	Buti
Msikaba	Butwana
Witika	Buyeye
Thembile	Buyo
Feyinasi	Busa
Tembisile	Buzeka
Welcome Mazizi	Caba
Sibongile	Cabane
Finana Pittman	Caga
Mlungisi	Cakuma
Luvuyo	Canga
Abraham Mtshuzeli	Caso
Mthuliswa	Cayana
Bathiri	Celani
Makwiti	Cele
Phelunyaka	Cele
Patrick Zelile	Cengani
German	Cepe
Milton Ngqatsini	Cetywayo
Mchoto	Chabana
Moseli Donald	Chabana
Tseliso Russel	Chabana
Thibathere Solomon	Chaka
Daniel Tsietzi	Chakalane
Sicelo	Chako
Fai Saferi	Chao
Lepekola Joseph	Chaole
Jaime Mundau	Chauque
Dedenyaseni	Chazile
Horepang	Chelane
Modalepula Gabriel	Chele
Seabata	Chesetsi
Bushy	Chipahura
Jofilizwe	Chithani
Supply	Chithintaba
Bhekuyise	Chiya
Lehloenya	Chochane
Moleleki	Chochane
Maphisizwa Phillip	Chonco
Ndilelbarazi	Chopela
Lentikile Johannes	Chopho
Motoali	Chopho



Mthethweleli Patrick	Chrisjan
Zakade	Chubeka
Mzontsundu	Cingo
Zweiffikile	Cingo
Myekelwa	Cobongela
Lucky Wilson	Combo
Mlocelele Alfred	Cothoza
Kokose Milton	Cubeka
Zwelinzima	Cubeka
Miamli	Cunywa
Fumzile Gideon	Cwayi
Vakalisa	Cwthe
Trotzi	Cwyweni
Zamazisa	Dada
Thandabantu Wilson	Daela
Khotso	Daemane
Sandile	Daka
Makenkelele	Dakana
Kopolo	Dalinkundla
Nondolo Wellington	Dalinyebo
Thabang Michael	Damane
Thembowakhe also known as Tembowakhe	Damane also known as Sifhule
Kimhmani Timothy	Dambuza
Ayiff	Dangala
Menzile	Dantso
Mziselwa	Dantso
Piter	Danti
Mbulelo	Dawushe
Monwabisi	Dawushe
Phakamile Cornwell	Dayi
Fikile	Dayimane
Bekani Richard	Dayimani
Mncedisi	Dayimani
Sizakele	Dazini
Mbuyiseli	Dedeleid
Mahala	Delimpuku
Malusi	Delwa
Michuseli William	Dengana
Maqhengekana Kalzer	Deyi
Mbulelo Lewis	Diamond
Badanile Dikiff	Didiza
Mbululi	Diko

Mziwabantu	Diko
Ntethoyakhe	Diko
Mbuliso Albert	Dingalibala
Rotso	Dingalibala
Tsolobeng Lucas	Dingalibala
Mhlupheki	Dingana
Zandisile	Dingana
Vuyisile Alpheus	Dingani
Johnson	Dingela
Dlunge	Dingezweni
Khifimbele	Dingezweni
Milise Nkosinathi	Dingindlela
Mshiyane	Dingindlela
Siphitwe	Dingindlela
Ntsokolo	Dingiso
Malawana	Dini
Mkapheli	Dini
Putuma	Dintsi
Manikana	Dipa
Mapela	Dipa
Sonwabo	Dipa
Guri Gert	Dire
Gama lakhe	Diti
James Makwenkwe	Diaba
Phillip Bantubakhe	Diaba
Vumile Sydney	Diakuya
Agripa	Diamini
Boy	Diamini
Joseph	Diamini
Oscar Jerome	Diamini
Simanga Mandla	Diamini
Nomkato Leonard	Dlatu
Mtola Milton	Dlayedwa
Ntobeko	Dlekedla
Sikhumzo Lloyd	Dlekedla
Joseph Fumanekile	Dlikini
Mhleli Patrick	Dlikini
Mtutuzeli	Dlikini
Sonwabo Jackson	Dlikini
Togamile	Dlikini
Zahemvula	Dlikini
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
Wataata	Dofi
Kalise Lennox	Dolo
Qinisele Jackson	Doni
Mqokozeli	Doyi
Mzimolo	Doyi
Thabo Sywell	Duba
Theminkosi	Duba
Lwayipi	Dubula
Miami Andries	Duda
Velaphi George	Duda
Zanemvula	Dudeni
Mongeni	Dudula
Lindile Elvis	Duka
Victor Velele	Dukada
Zivelele	Duku
Dodovu Edward	Duma
Oscar Mthethumzima	Duma
Lindela Aron	Dumaliile
Zwelithini Simon	Dumani
Mshiyeni	Dumenzulu
Jongile Patrick	Dumenzweni
Saxiso	Dumile
Stwam	Dumile
Zamekile	Dumile
Phillip Schembiso	Dumisa
Zibuke	Dumisa
Siphiwo	Dumiso
Sinotu	Duna
Joloza	Duze
Nkosayiphathiwa	Dwayi
Ziteneni	Dweba
Zwelinkosi	Dweba
Zaphusile	Dwetya
Antony	Dyakop
Sonwabo Mathias	Dyalvan
Andile	Dyalvane
Hambile Philemon	Dyalvane
Bakhangele William	Dyardi

Gcinikaya	Dyani
Mpukwana	Dyanti
Mxolisi Phillip	Dyanti
Mzamo Leonard	Dyantje
Eric Sphiwo	Dyantiyi
Mbuzeli	Dyantiyi
Vusichaya	Dyantiyi
Warise	Dyantiyi
Zandisile	Dyantiyi
Demke	Dyasopa
Rezile Elliot	Dyini
Bekwapi	Dyonase
Xhego	Dyonase
Tamsanqa	Dyonasi
Valiphathiwa John	Dyonasi
Wowo Nelson	Dyonasi
Mfanandini	Dyongo
Natu	Dyosi
Zithardise	Dyosi
Reuben	Dyubele
Nontuma	Dyubukile
Songezo	Dyusha
Fazi Welcome	Dywili
Silulamf	Dywili
Zandisile Eric	Dywili
Linda Milton	Dzandibe
Sanele Ranava	Dzandibe
Wilton Bhekamangolo	Dzandibe
Mbulelo Clarenberg	Dzingwa
Mostuoa	Edwa
Khoelesele Willi	Ekane
Paballo	Faba
Zolile	Fadane
Mzulelwa	Faku
Samkelo	Fakuni
Makusi	Faloyi
Zandisile	Fanangene
Mfuleni Ohola	Faneke
Mzameni	Faneke
Mbuyiseli	Fanele
Nyani	Faniye

<b>Elias</b>	<b>Faniso</b>
<b>Gamalakge</b>	<b>Faniso</b>
<b>Mpendulo</b>	<b>Faniso</b>
<b>Joseph</b>	<b>Fanta</b>
<b>Manene Michael</b>	<b>Fanti</b>
<b>Mohau Samson</b>	<b>Fentsi</b>
<b>Ishmael Rabenki</b>	<b>Fanya</b>
<b>Lesutha</b>	<b>Faso</b>
<b>Mokhameleh</b>	<b>Faso</b>
<b>Dana John</b>	<b>Fatuse</b>
<b>Kayalandile</b>	<b>Fatyela</b>
<b>Mzinkulu Patrick</b>	<b>Faye</b>
<b>Mtobeli Wellington</b>	<b>Fayindlala</b>
<b>Wellington</b>	<b>Femene</b>
<b>Qirisile</b>	<b>Feni</b>
<b>Katiso</b>	<b>Fetjane</b>
<b>Wetile</b>	<b>Fetshe</b>
<b>Lada</b>	<b>Fikizolo</b>
<b>Marcloima Thobile</b>	<b>Fikizolo</b>
<b>Bhutise</b>	<b>Filana</b>
<b>Seqaki</b>	<b>Filane</b>
<b>Nkenke</b>	<b>Finca</b>
<b>Clarence Mziwexolo</b>	<b>Finye</b>
<b>Tshodi</b>	<b>Fledi</b>
<b>Makhost</b>	<b>Fochelane</b>
<b>Kerhukile</b>	<b>Fodo</b>
<b>Mihobeli</b>	<b>Fodo</b>
<b>Mtobele</b>	<b>Fodo</b>
<b>Phakiso Bernard</b>	<b>Fokase</b>
<b>Sphumpu</b>	<b>Foli</b>
<b>Mzikayise Nelson Fongoma</b>	<b>Fongoma</b>
<b>Michael Teboho</b>	<b>Foromaka</b>
<b>Zamdiya</b>	<b>Fosi</b>
<b>Boy Daniel</b>	<b>Fou</b>
<b>Tax</b>	<b>France</b>
<b>William</b>	<b>Frans</b>
<b>Kuhulekile</b>	<b>Fuba</b>
<b>Mbuyiselo</b>	<b>Fubu</b>
<b>Daniel Khula</b>	<b>Fudumala</b>
<b>Alfred</b>	<b>Fudumele</b>
<b>Vefile</b>	<b>Fula</b>
<b>Lungile</b>	<b>Fumbata</b>
<b>Vuyisile Elvis</b>	<b>Funani</b>

Mvende Dickson	Fundakubi
Monwabisi Two-boy	Fundisi
Kafulani	Funeke
Zakhele William	Fusa
Dompas	Futho
Tankiso	Futho
Victor Vusumzi	Fufiwa
Vuyani	Futshane
Maduna	Fuxwana
Mzuzile	Gabayana
Ben Mahlokolozi	Gabayi
Thembelani Delpart	Gabula
Michael	Gaga
Sifo Welcome	Gaga
Sydwell Lwandle	Gaga
Zilindile	Gaga
Coney Mpumelelo	Gagadu
Nokwetha	Gagula
Tatana Phillip	Gaji
Mzingisi James	Galakufa
Sebenzile	Galela
Simpiwe	Galela
Livingstone Sindile	Gamca
Sonwabo	Gamca
Sterdy	Gana
Zandiba	Gana
Mbulalo Jackson	Gantsho
Mntwabantu Isaac	Gaga
Mhlophe William	Gaqavu
Somkuthu Mzandile Swartbooi	Gaqavu
Nontuza	Gagela
Sipongwana	Gagela
Myeni	Gatula
Phytumile	Gatula
Thobile Derrick	Gayi
Sebenzile Richard	Gcawu
Mkhuhli Hulton	Gcilitshane
Bonkinkosi Wiseman	Gcume
Zolile Leonard	Gcume
Whitegans Siphiso	Gcuwa
Majana	Gebe
Sydney Mahkileli	Gebe
Zamile Cecil	Gebengana
Nkocana	Geca

Tutu	Gedesi
Mlamli	Gedze
Sonwabo Clarence	Gegeni
Mabuyeze Jabulani	Gegula
Mbuzeli	Genge
Bhekindlela Tembisa	Gentse
George Daniel	George
Malefetsane Benedic	George
Vuyisile	Gibson
Maduba Goodman	Gila
Vela	Gili
Zwellitsha	Girinda
Mtunzima	Ginya
Magadana	Ginyashushu
Mtanana Wellington	Ginyigazi
Thandunzi Victor	Gladile
Gobeni Valishtiya	Gobenu
Aubrey Fundile	Gobidolo
Fundile Wycliff	Gobingca
Zamecebo	Gobo
Msimboti	God
Sonwabo Cyprian	Godo
Galoni	Gogo
Zelton	Gogwana
Vulithuba Witness	Golozana
Goodwill Phumzile	Gomba
Mntswabantu Moses	Gomba
Totobi Grace	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 Zebon	Gqamane
Thabiso	Gqetywa
Dumile	Gqoboka
Sonwabo	Gqoboka

Mziwake	Gqokongana
Theminkosi	Gqolana
Vuyisile Tolman	Gqomo
Vangomnye	Gquishuza
Fezile James	Gqwaka
Mpandiana Runny	Gray
Pat Mfanelo	Gabudu
Gideon Thimlele	Gugushe
Mzingisi	Gule
Thamsanga Patrick	Gulwa
Jongikhaya	Guma
Mbuyiseli	Guma
Mtutuzeli Temple	Guma
Sipho Bright	Guma
Fano	Gumede
Malmangadli Lonkinki	Gumedze
Nelson Mbuviswa	Gumenke
Gideon	Gumisa
Nkosiyané	Gunyazile
Sifumbiso	Gusha
Misiwana	Guzwana
Kapoyi	Gwadiiso
Mctithi	Gwadiiso
Mlungisi	Gwadiiso
Mthintela Reuben	Gwadiiso
Khulile	Gwagwaza
Mbeteni	Gwangqa
Pecwana	Gwanya
Silwangaye Sydwell	Gwayi
Makwezi	Gwaza
Sankwane Nelson	Gwaza
Manteku	Gwebane
Wilson	Gweda
Mhlebeni	Gwele
Zilindile	Gwentshu
Miahwa Jackson	Gwegweni
Thanduxolo	Gwetyana
Selifini	Gxadekile
Eleon Mawetu	Gxagxa
Phumelele Stanford	Gxakuma
Isaac Bangile	Gxalaba
Ebenezer	Gxamthwana
Zalisile Joseph	Gxavu
Sipeto Sydwell	Gxekwa
Sibongile	Gxobole



Lowi	Gxothelwa
Vellie	Gxova
Fota	Hagile
Wellington Mangindana	Hagile
Michael Keketso	Hakane
Matsuku Phillip	Halafu
Dyilolo	Haliva
Zama	Halu
Kheli	Hanabe
Sajini	Hanise
Zweledinga	Hanise
Lindile	Hanishi
Isaac	Hatia
Mbuso	Hayiyana
Mcengi	Helebe
Vuyisile	Heli
Mtshhejeli	Hetana
Dlamini	Hezekia
Mbukaxa	Hilbana
Phaletso	Hlaheng
Topiya	Hlaka
Mzwamadoda	Hlamandana
Marithiza	Hlanu
Sello	Hlapi
Liphapang	Hlaping
Sikukwazana	Hlatikulu
Lebohang	Hlaudi
Mandlakayise	Hlazo
Leloko Albert	Hlehtsi
Menzeki Albert	Hlekiso
Mabhutise	Hlekiso
Nyamezela	Hlezemi
Ntoa	Hloahloa
Manene	Hlomendlini
Mathobela Paulos	Hlongwana
Sello Caswell	Hlotho
Joseph Zenzele	Hlweli
Hialele	Hoala
Lerata Ephraim	Hoala
Ranfholi	Hoelelane
Denis Diesel	Holiday
Zenzile	Holidayi

Tsokolo	Holomo
Velile	Hokoza
Sigwebo	Honono
Beneventure Phakiso	Hoodi
Moreobuse Tsang Anthony	Ikaneng
Tsietzi Patrick	Ishmael
Sitanana	Jabanga
Joseph Habofanoe	Jabari
Phallang	Jabari
Tumo	Jabari
Mmonopeli Colbert	Jaca
Milangabezi Witieli	Jaceni
Mzwandile Livingstone	Jack
Ndoyisile Alfred	Jack
Zikndile	Jack
Ngabisile	Jada
Siponono	Jada
Wilson Siguxu	Jada
Styamcela	Jadezwend
Zwelllungile	Jadezwend
Braggard	Jadu
Nkosenisha Magutshana	Jafari
Bishop Ntsikelelo	Jafa
Thamsanqa	Jafa
Hubert	Jaji
Makwedimana Eric	Jali
Mbumbulu	Jali
Sitonono	Jali
Vuyani Wellington	Jali
Papa Piet	Jalfani
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	Javi

Esrom Sigongo	Jebese
Moeketsi	Jeke
Sibhonzela	Jekwa
Mbuti	Jele
Jamari Jongindawo	Jengqe
Julius Luthando	Jentile
Letseba Johannes	Jeremane
Zandisile	Jezile
Macikidiki	Jezini
Zwelitsha	Ji
Edward	Jiba
Mawethu	Jiba
Samuel Valiphathwa	Jiba
Mbuyiseli Mzukisi	Jibiliza
Ntobeko Washington	Jika
Wiseman Mxolisi	Jika
Coleman Kwanele	Jikazayo
Rulmani	Jikisisu
Philemon Mahambehlala	Jikumlambo
Xolile Prizes	Jinggo
Mgutyana	Jingxeni
Namutu	Jini
Dlamini	Jinja
Mnyamana	Jinqane
Nopopo	Jizana
Msonderi	Jobela
Jobo	Jobo
Mokoto	Jobo
Sephaka	Jobo
Magazane	John
Sikumbuza Atwell	Jojo
Thamsanqa Isaac	Jojo
Temba	Jokiya
Kolekile	Jolingana
Moses Mandlenkosi	Jonas
Tsitiso Joseph	Jonase
Mziwebango	Jongilanga
Zitundile	Jongimbila
Zakuthethwa David	Joni
Jonkomane	Jonkomane
Masumpa	Josi
Daniel Kokwana	Jousse
Jafta	Juberi

Zamekile	Julayi
Citiyeza	Jumbuse
Kolisele	Jumbusi
Mququzeli Alfred	Juqu
Mahlongwe	Juqula
Pongwana Kenis	Jwaga
Thamsanga Ernest	Jwara
Molapo	Kabane
Mathai	Kabi
Ntsie	Kabi
Thabo	Kabi
Sidyekedyeke	Kabuhlango
Tembile	Kahlela
Joshua Mokhefi	Kaibane
Mzamo	Kaka
Gcinizwe	Kalala
Vuyani	Kalazana
Thabo	Kama
Halekoe	Kamane
Teboho	Kamohi
Mzwabantu	Kamteni
Xozumfi Enko	Karantfu
Danile Samuel	Kanlwana
Tsoarelo Alex	Karah
Nqoberu	Karutoka
Sandi	Kanyawe
Lithako	Kaota
Fiyi	Kapa
Halejoetsoe	Kapa
Sakhiwo Alport	Kape
Mandleni	Kasa
Khotso	Katola
Karabo	Katse
Katse	Katse
Koloi	Katse
Sello Selfo	Katse
Francis Likhefho	Katu
Moses Mokone	Katu
Ntsepe Pabiane	Katu
Tsiliso Simon	Katu
Chule Moses	Katywa
Mphumzi	Katywa
Monaheng	Kau
Sibusiso	Kauta
Gwele Melvin	Kawana

Sindhambile	Kawuta
Sphetho Makenke	Kaziwa
Lethusang Julius	Keketsi
Pumindawo	Keliwe
Sibi	Kena
Liphapang	Kenene
Myekeni David	Kenene
Mptfi	Kepi
Thabang	Kepi
Nototo Zwellyhambile	Ketile
Sikumbuzo Moses	Ketshengane
Jama	Ketatswe
Lindile	Ketye
Zitulele	Ketye
Nkutuleko Prntus	Kewana
Ramaoka Johannes	Kgotleng
Robert Tshepiso	Khabanyane
Leteketa	Khafa
Moeketsi David	Khahlefi
Ts'ehla	Khakane
John Tsetso	Khakhane
Khaoliso	Khala
Ledisa	Khalala
Ntja Johannes	Khalane
Sampo Abiel	Khalane
Danile	Khalazani
Motabela	Khalama
Ntate	Khali
Ntselepe Abinane	Khali
Sello	Khali
Zweledinga	Khali
Kharuli Benard	Khalanyane
Lehlohonolo	Khalikane
Molefi Michael	Khalinyane
Mzebelele Leonard Mbita	Khalinyane
Ts'abello	Khama
Julian Mlambo	Khambi
Ntsikelelo Edward	Khambule
Palo Jappie	Khasane
Phuthuma	Khasi
Khopotso	Khasoane
Matorose	Khatala
Thabo	Khathatse

Mahlasenyane David	Khaue
Kwill	Khayalethu
Khaya Wilson	Khayingana
Khebe Gabriel	Khebe
Sindekile	Khebe
Matata	Khefi
Mxolisi	Khehlen
Melton	Kheka
Ntusimba	Khefiwe
Nqanana formerly Ngqakana	Khentlo formerly Sibango
Ncholu	Khethong
Mthobeli Michael	Khewana
Nombolilanga	Khezu
Litsho	Khiba
Eliasa Taunyane	Khoabane
Khoabane	Khoabane
Motsele	Khoale
Tabele Paul	Khoale
Khoafi	Khoali
Thabiso	Khoali
Khoase	Khoase
Koloti	Khoase
Mara Wilfred	Khoboso
Makumane	Khoete
Mofatsi Benedict	Khoete
Tsoene Ishmael	Khoete
Thuso Joseph	Khoetsa
Thantsane	Khofa
Sonwabo Dydums	Khoelisio
Thabang	Khojane
Tau	Kholala
Lephosa	Kholikane
Tsotshi	Kholobef
Khaubelo	Kholone
Morendi Daniel	Khomo
Thabang	Khomonala
Labeke	Khonkwane
Xolile	Khonkwane
Vuyisile Samuel	Khonza

Ben Motsieloa	Khoee
Nisone	Khopiso
Malang Joseph	Khosi
Mphasa	Khoel
Mokhefhi	Khotseng
Jonase Malefatsane	Khotso
Savior Phila	Khumalo
Sello David	Khumalo
Abram	Khumsane
Tatana	Khunyuzo
Concor	Khuselo
Mongezi	Khwayikhwayi
Mandlenkosi	Khwini
Valiphathwa	Kibi
Mhlalifani	Kibido
Tsietse	Kibinye
Pele	Kibiti
Zwelinjani Lazarus	Kievlet
Pallo Simon	Kimane
Gebadu	Kitsi
Sitembiso	Kitsin
Nomrod Thandizwe	Kiva
Storo	Klaas
Thamsanqa Kleinbooi	Klaas
Zanemvula Francis	Klaas
Eric Dumisani	Klaas
Peo	Koali
Teronko	Koali
Thokoa	Koali
Kalebone	Koane
Mokalosi	Kobeli
Tanko Johannes	Koetje
Fusi Michael	Koetle
Sethubi	Koetle
Monefiane	Kokoana
Tilo Ernest	Kokonyana
Paseka	Kokota
Sibongobongo Samuel	Kolakele

Tseliso Bonney face	Kolane
Wilford Luvuyo	Kolanisi
Mokebe	Kolisang
Nkareng	Kolobe
Nxezele	Kolobile
Thabiso	Koloi
Leqhawe	Kolosa
Kenneth Sithethi	Kotwani
Ngubelanga	Kom
Tanki	Koma
Dickson Zibuleye	Komani
Thembezile	Komantsi
Tutu	Komantsi
Xikotfikile July	Komantsi
Mncedisi	Komantsi
Zoliza Goodman	Komanya
Charles	Komeisi
Teboho Alphonse	Komeisi
Mosela	Komisi
Mbuliso	Konco
Zolile	Konjwayo
Furani Meliat	Kono
Mfundisi	Konose
Rasetsa	Konote
Livingstone	Konzani
Mongadi 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
Thambaliko	Kruqulo
Gwebani	Kubalakhe
Faza Patrick	Kubana
Mothakhi	Kubutu



<b>Elliot</b>	<b>Kuku</b>
<b>Mlungisi</b>	<b>Kula</b>
<b>Sizakele</b>	<b>Kulu</b>
<b>Sikutukutu</b>	<b>Kuhulekile</b>
<b>Gavi Brasley</b>	<b>Kumalo</b>
<b>Zwellinzima</b>	<b>Kumbaca</b>
<b>Oakwana</b>	<b>Kupiso</b>
<b>Zakele</b>	<b>Kupiso</b>
<b>Samuel Sindezana</b>	<b>Kuse</b>
<b>Thembelani</b>	<b>Kuse</b>
<b>Nkoema Bethuel</b>	<b>Kutwana</b>
<b>Victor Sawuthini</b>	<b>Kwanya</b>
<b>Buyile</b>	<b>Kwaza</b>
<b>Mawethu Berthwell</b>	<b>Kwaza</b>
<b>Vuyisa</b>	<b>Kwaza</b>
<b>Putywana</b>	<b>Kwekwe</b>
<b>Mxolisi Eric</b>	<b>Kysdyan</b>
<b>Motlea</b>	<b>Labane</b>
<b>Mitsi</b>	<b>Labatala</b>
<b>Mokoatsi</b>	<b>Lakabane</b>
<b>Sonnyboy</b>	<b>Lamani</b>
<b>Siqwengana</b>	<b>Lamni</b>
<b>Matywade</b>	<b>Landani</b>
<b>Mpasele</b>	<b>Landani</b>
<b>Phakamle</b>	<b>Lande</b>
<b>Mtozani</b>	<b>Lande</b>
<b>Magidalala</b>	<b>Lando</b>
<b>Mangameli</b>	<b>Lando</b>
<b>Rengqe</b>	<b>Lando</b>
<b>Zifuyele</b>	<b>Lendule</b>
<b>Mishini</b>	<b>Lendulele</b>
<b>Dorotile Welcome</b>	<b>Langa</b>
<b>Samson Nomiki</b>	<b>Langa</b>
<b>Solomzi Christopher</b>	<b>Langa</b>
<b>Vuyisile Cecil</b>	<b>Langa</b>
<b>Ramantu Gilbert</b>	<b>Langeni</b>
<b>Sincowu</b>	<b>Langeni</b>
<b>Lefu</b>	<b>Latsi</b>
<b>Thandi</b>	<b>Lawu</b>
<b>Veille Bennett</b>	<b>Lawu</b>
<b>Tlali Mlakele</b>	<b>Leape</b>
<b>Tseliso Patrick</b>	<b>Lebajoa</b>
<b>Samuel</b>	<b>Leballo</b>
<b>Simon Mathadira</b>	<b>Leballo</b>

Lefu Jackson	Lebata
Mpho	Lebatama
Matsau	Lebatla
Thabang	Lebeja
Maloka	Lebelo
Bulare Ismael	Lebenya
Mosika	Lebenya
Peterose	Lebenya
Lelaka	Lebesa
Thakong	Lebeta
Mofatsi	Lebetsa
Thakali	Lebina
Lekete Michael	Leboto
Thabo	Lebusa
Leche Daniel	Leche
Lefu Nephthaly	Leche
Leronti Leche	Leche
Mahlomola	Lechesa
Mochonono	Lechesa
Mocheselekoana	Lechona
Thabiso William	Leduma
Moeletsi Johannes	Leepa
Makoelela	Leera
Rakhojane	Lefane
Petrose	Lefaphane
Langene	Lefata
Laka	Lefoka
Selebalo	Lefora
Puso Daniel	Lefu
Makhakhe	Lefuleri
Bakeng Jackson	Lehlehl
Fatso Edward	Lehlehl
Lehllokoe Eliazer	Lehllokoe
Ramakatsa	Lehllokoe
Rapoone Edward	Lehoko
Lethoba	Lejaha
Mohan	Lekao
Mateja	Lekaota
Lehlohonolo	Lekarapa
Johannes Thorisio	Lekau
Simon Molefe	Lekau
Sechaka	Lekeba

Hlebe	Lekebe
Retselisitsoe	Lekeka
Tsepo	Lekeka
Thabiso Paulos	Lekgoasa
David Malefetsane	Lekhafola
Enoch Thabo	Lekhanya
Michael Thabiso	Lekhanya
Sechaba	Lekhard
Teboho Gladwell	Lekhatlanya
Petrus Ntseno	Lekhema
Tau Aron	Lekheta
Setlhi Edward	Lekhoana
Moeti Isaac	Lekhoera
Matsobane	Lekhoosa
Leloko	Lekhošana
Sino Francis	Lekhošana
Seisa	Lekhotla
Ezekiel Ratomose Keketsi	Lekhotso
Rapiti Augustinus	Lekhotso
Simon Gaping	Lekoane
Jobo Mosoen	Lekolome
Zwelenkosi	Lekwa
Retselisitsoe Imon	Lelia
Lekhokolo	Leluma
Mekhoa Francisio	Leluma
T'soeuca	Leneha
Mosimoa Obert	Lenkoane
Lebamang	Lenkoe
Lenkoe Alphonci	Lenkoe
Rantaoleng	Lenoesa
Hialefang	Lenong
Thabang Alloys	Lenyane
Zidulele Samuel	Lenzi
Makhasane	Leoma
Shishila	Leoma
Rasehina Albert	Leoto
Makhele William	Lepekola
Phello	Lepekola
Mothepu Simon	Lepelesana
Nyayi Jackson	Lephafa
Jeremia Lekhotla	Lephala

Setime	Lephatsi
Mokoi	Lepheana
Motho	Lepheana
Phamotse	Lepheana
Kutoane	Lepheane
Thabo	Lephama
Eric Makhobalo	Lephole
Qoabi	Lepitiko
Mako Petrose	Lepolesa
Moshoeshe	Leqabanyo
Carwell Palo	Leqele
Mpho Newman	Leqoa
Bennett Jacob	Leraisa
Molete David	Leroi
Mole	Lerobaki
Mahlomola	Leroboki
Thato	Lerotholi
Mafa	Lesama
James Ntsefeng	Leseli
Mosupe John	Lesenya
Miri	Leseo
Thabang	Leseo
Muso	Lesetla
Tumalo	Lesetla
Keentseng Nicolas	Lesia
Molelekoa Johannes	Leslea
Tanki	Lesitha
Lekhooa	Lesofe
Tsatiso Felix	Lesutha
Teboho Ebenesar	Letanta
Mosala Abel	Letane
Sampi Johannes	Letebele
Rabohon Joseph	Leteke
Letekekoa	Letekekoa
Mochako Albert	Letele
Tsele	Letele
Kaana Robert	Lethala
Tsela	Lethena
Ishmael Thabo	Letho

Lethoba Alois	Lethoba
Tsotieho	Lethoba
Lebenya	Lethola
Paulosi Lethola	Lethola
Kopano	Lethunya
Mpeole	Lethunya
Moshoeshe Paulos	Letjeba
Likotsi Albert	Letjeloane
Morero Michael	Letjeliwane
Litsatsi Bernard	Letlala
Tsotang	Letlala
Khotso	Letlofio
Moramang Mathias	Letlofio
Maqalika	Letsoo
Ramoticheloa	Letsaba
Thankiso Abiel	Letsaba
Kabi	Letsae
Molikoane Petros	Letsatsi
Makafane	Letsaka
Paseka	Letsaka
Richard Moleleki	Letsela
Thesela Francis	Letsela
Mocketsi	Letsella
Robert Nyamana	Letsheka
Joseph Tsitso	Letsie
Maqala	Letsie
Shebang	Letsie
Teboho Ernest	Letsola
Leteketsoa Samuel	Letsora
Ramaramane Mosekane Michael	Letsora
Machela David	Letsoha
Seabata Michael	Letsoha
Boy	Letsohla
Malefane Pascalis	Letsoma
Isaac Nthabiseng	Letsooa
Topo	Letsotsi
Mocheke Clementon	Letuka
Johannes Tsotetsi	Letyelwane
Nkoebe	Letsoa
Maplayiti	Leve
Fekethile	Leyizana
Libode	Libala
Ntsikelelo	Libazi

Mohkotim	Lichobla
Mokhali	Lifane
Mohlouda	Likaleka
Mohau	Likao
Edward Likotsi	Likhang
Letsele Isaac	Likotsi
Foko Benedict	Lillane
Mothalepule Francis	Lillane
Tsoto	Lindani
Mhungisi	Lingela
Vulituba	Lirigeni
Sello	Linono
Lenkoe	Linyanenyane
Tefo Stephen	Liphola
Rankoe Andreas	Liphoto
Rametri	Lipoho
Ntaho	Lira
Nako	Lseema
Francis Jack	Litaba
Tebello Samuel	Litaba
Leeto	Litlakanyane
Norman	Liwane
Sibha	Liwani
Tozamile	Lize
Daniel	Loape
Aleon	Lobi
Mzoxolo	Lobi
Stuart Tseliso	Loke
Kunase	Loli
Mandla	Lolo
Thami	Lolo
Nololofi Enoch	Lolosi
Vuyisile	Lolwana
Butana Patrick	Lose
Mthetho	Lubala
Sivuyile	Lubuzo
Zamxolo	Ludada
Wellington	Ludaka
Samuel Siph	Ludidi
Langaletshoni Vumusizi	Ludiwu
Siphuhla	Ludziya
Thubeni Jackson	Lufele

Mpasana	Lukhozi
Nkululeko	Lukhozi
Zongezile	Lukhozi
Sigananda	Lumanyo
Bhungani William	Lumatha
Shimthembele	Luse
Sabelo Alton	Lusiki
Monwabisi	Luthi
Mninikhaya Herbert	Luthli
Mthuziniele Patric	Luthuli
Theminkosi Alson	Lutshaba
Fuzile	Lutshetu
Mangisa	Lutshetu
Matholenqu David	Lutshetu
Pakela	Lutshetu
Mtuwenyani	Luvulweni
Jara	Luvuyo
Norman	Luzipho
Fuzile	Luzwafi
Sekhobe Michael	Maama
Kapari	Maapea
Phalo	Maapea
Lunga	Mabadi
Sipho Abel	Mabadi
Sibuliso	Mabalane
Thabo	Mabaleka
Bulelani	Mabandla
Shakhakutsi two	Mabandla
Mzwandile Willy	Mabandini
Adolfo Mabusetsa	Mabathoana
Johannes Mpaphang	Mabafu
Lekhesa Ernest	Mabea
Ramokase Augustina	Mabea
Mphahle Bartholome	Mabejane
Sankelo Cleverman	Mabele
Siboko	Mabenyane
Molapo	Mabefu
Nkosipendule	Mabhoza
Wayizwela	Mabholini
Rexeni Ernest	Mabhudu
Mninawe Looker	Mabija
Bheki Joseph	Mabindisa

Dingane Joseph	Mabindisa
Phumzile	Mabindiza
Khafa	Mabiso
Moorosi Clement	Mabiso
Koe	Mabose
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
Khayalekhe Abraham	Mabusela
Mxolisi Billy	Mabutho
Ratsela	Mabuya
Patrick Vuyisile	Macala
Jaime Jorge	Macamo
Siyabonga	Macatshana
Matosi John	Macelesi
Makae	Machaba
Ngakana Washington	Machasa
Raphadi Jerry	Machaka
Tungulwana Elphus	Machatshana
Johannes Machesa Tani	Machesa
Leeto Ishmael	Machobane
Mongameli	Maci
Lathle	Macibela
Mfondisi	Maciki-Ciki
Thompson Mzawudini	Macingwane
Vincent	Macingwane
Taruni William	Mack
Pumle	Macozoma
Sibusiso	Macwili
Zola Timothy	Madadasa
Makatshe	Madala
Khethani Donkie	Madebe
Mgangato	Madengwane
Ohashalala	Madengwane
Mlekeli Michael	Madikana



Junde Michael	Madikane
Mteteleli	Madikane
Ndabazomlo	Madikane
Pumalanga	Madikane
Zwelinzima	Madikizela
Mtaleri	Madizani
Vakaleo Desmond	Madlakana
Sabata	Madlakani
Thembinkosi	Madlala
Lindiso Aaron	Madlavu
Zekile	Madlulela
Bolias Mandisi	Madolo
Mfundeli Bethwele	Madolo
Zingisa Brock	Madonyela
Fudumele	Maduliri
Mgwegwelele	Maduliri
Bende	Madulini
Mankazana	Madulwini
Telford Mbidityane	Madwantsi
Teyise Saunders	Madwongolo
Goloza	Madvosi
Simayile	Madwabe
Mfasweni	Madwantsi
Keke Hempson	Mafa
Seabata	Mafa
Lejone	Mafale
Sento Clement	Mafatie
Johannes Molefi	Mafayisa
Petros Buti	Mafereka
Tlalinyane Nehemia	Mafereka
Thabo	Mafereka
Sebolai Francis	Mafeto
Jackson Zintose	Mafikwana
Samuel Sekara	Mafisa
Bogosi Jack	Mafora
Nkosifikile Samuel	Mafu
Gcinani	Mafumana
Vela Patrick	Mafumbuka
Linganisa Matlas	Mafuna
Witard	Mafuna
Zwelicwelle	Mafuna
Abednego Makhaya	Mafunda

<b>Dana</b>	<b>Mafunda</b>
<b>Magi</b>	<b>Magade</b>
<b>Silulami Stanley</b>	<b>Magadla</b>
<b>Simon</b>	<b>Magadla</b>
<b>Vusumzi</b>	<b>Magadla</b>
<b>Zwellibanzi Ephraim</b>	<b>Magadla</b>
<b>Sipho Lisco</b>	<b>Magagula</b>
<b>Mncedisi</b>	<b>Magalela</b>
<b>Melinkulu</b>	<b>Magalela</b>
<b>Sigodlo</b>	<b>Magamu</b>
<b>Thanduxolo Loxton</b>	<b>Magayana</b>
<b>Khephu Milton</b>	<b>Magazi</b>
<b>Malgas</b>	<b>Magcina</b>
<b>Thofhi Patric</b>	<b>Mageduka</b>
<b>Mpikhephi Peter</b>	<b>Mageduka</b>
<b>Vuyisile Solomon</b>	<b>Magengelele</b>
<b>Obiba</b>	<b>Mageyi</b>
<b>Adams Mayamezeli</b>	<b>Magidigidi</b>
<b>Sifiso</b>	<b>Magillitana</b>
<b>Mncedi Michael</b>	<b>Magoda</b>
<b>Mashiya</b>	<b>Magodongo</b>
<b>Elias</b>	<b>Magofola</b>
<b>Mguntuse</b>	<b>Magolo</b>
<b>Gompo Joseph</b>	<b>Magogwana</b>
<b>Menzisi Alfred</b>	<b>Magogwana</b>
<b>Thabo</b>	<b>Magoxo</b>
<b>Stonga Stanford</b>	<b>Magqaza</b>
<b>Mncedisi</b>	<b>Maggo</b>
<b>Fundisile</b>	<b>Maguga</b>
<b>Mncedisi Welton</b>	<b>Magula</b>
<b>Gibson</b>	<b>Magwa</b>
<b>Jongikhaya</b>	<b>Magwa</b>
<b>Vukile</b>	<b>Magwaga</b>
<b>Alton Kelekele</b>	<b>Magwangqana</b>
<b>Zola</b>	<b>Magwanya</b>
<b>Thamsanqa</b>	<b>Magwaza</b>
<b>Siphiwo Godfrey</b>	<b>Magwevana</b>
<b>Malibongwe</b>	<b>Magxunyana</b>
<b>Ngoyama</b>	<b>Magxunyana</b>
<b>David</b>	<b>Mahala</b>
<b>Zwelithini</b>	<b>Maham</b>
<b>Ferdie Cyril</b>	<b>Mahamba</b>
<b>Ncedile Gideon</b>	<b>Mahamba</b>
<b>Totyo</b>	<b>Mahamba</b>
<b>Mhlangengaba</b>	<b>Mahambelala</b>

Tlala	Mahamo
Thabiso Michael	Mahantane
Letseka Elia	Mahao
Gekake	Mahapa
David	Mahase
Ephraim Pheane	Mahase
Becu Tlali	Mahase
Phole Michael	Mahase
Tsepiso Johannes	Mahatikele
Mabhalana	Maheln
Makwenkwe	Maheln
Fohloane John	Mahemu
Sandile	Mahlafuna
Mokhefhi Gladstone	Mahlaha
Preston	Mahlahla
Nkokoto	Mahlakisa
Vumile	Mahlanyana
Tsidiso Joseph	Mahlapa
Lekeba	Mahlapha
Mzwandile	Mahlathi
Sinki Lukas	Mahlatsi
Teboho	Mahlatsi
Jubilee	Mahleke
Moloantoa Michael	Mahleke
Motsosi Simon	Mahleke
Lesaoane	Mahlekenyane
Themba	Mahliza
Lucas Moletse	Mahloko
Thapelo	Mahloko
Tebello	Mahlomola
Mandla	Mahlontlo
Zweliwile	Mahlontlo
Thabiso	Mahoholi
Lesole	Mahole
Modisaotsile Lucas	Mafbi
Mottheri	Mafie
Hamantus Kafeho	Mafine
Edward Thato	Mafsa
Moshe Moses	Mafsa
Malejoetsoe	Mafake
Mbedesho Elliot	Majalamba
Bongani	Majalaza

Potoketsi	Majara
Zifindle	Majavele
Mzwabantu Johnson	Majebe
Moroma Lesole Joseph	Majeoa
Makwedini	Majiba
Victor Vuyani	Majikjela
Mazibuye	Majo
Thakali	Majoe
Bhekizwe	Majola
Lekoa Benath	Majoro
Xeshakhe	Maju
Ketani	Majuqu
Mzuvukile	Majuqulana
Gintiza Henry	Maka
Abednego Serame	Makaba
Morero	Makae
Pelaelo	Makalane
Nkululeko Civilisation	Makalima
Lunga	Makama
David Mafala	Makamole
David Tello	Makamole
Ezekiel Khafhatso	Makamole
Mokoto Alfred	Makamole
Ntsuphi	Makamole
Wycliff Fholoho	Makamole
Manko	Makana
Mpendulo	Makanda
Tsokolo Constantinus	Makara
Jerry Sibulelo	Makasi
Jengqwayo	Makawula
Thabo	Makayi
Mabantana	Makakana
Makhaia	Makelani
Mithetheleli	Makelani
Mithetheleli	Makepula
Lepolesa	Makesi
Keitseng Joel	Makgefha
Mahloana	Makha
Daniel Zikhali	Makhaba
Vusumuzi Patrick	Makhaba
Khopiso	Makhabeng
Sithembiso	Makhafu

Alexis Masilo	Makhakhe
Makibitla	Makhale
Mbongeni Alfred	Makhamba
Lesole	Makhasane
Moeketsi Makhasane	Makhasane
Motloeng	Makhasane
Phalane	Makhasane
Thabo	Makhasane
Tseko George	Makhasane
Mokhehuwa Patrick	Makhathane
Zwane	Makhatsane
Sindezama	Makhaza
Sebata	Makhele
Vellie Alfred	Makhene
Josiel Lepheta	Makhetla
Makhetlhanyane	Makhetla
Photo Philip	Makhetla
Thabo Petrose	Makhetla
Tlohang	Makhoa
Fusi	Makhoathatsa
Tohlang	Makhoebe
Siwongile	Makhonko
Thabo	Makhoos
Jackson Sikoki yane	Makhosonke
Ishmael	Makhotlu
Aesa Motlou	Makhotla
Lerata Jeremia	Makhotla
Tumeli Edgar	Makhotla
Dolphus Joseph	Makhunga
Letsepisa	Makhotla
Thato	Makhotla
Tabiso	Makhtwayiba
Zinana	Makhwenkwe
Matarapane	Mako
Thabo	Makoa
Tasi	Makoba
Khathato Benedict	Makoko
Makoko	Makoko
Paseka	Makoko
Wilson Mlungisi	Makokwana
Samson Richard	Makoloane

<b>Malets</b>	<b>Makompo</b>
<b>Moreko</b>	<b>Makompo</b>
<b>Mosuoane</b>	<b>Makopela</b>
<b>Edwin Mohalenyane</b>	<b>Makotoko</b>
<b>Likalla</b>	<b>Makotoko</b>
<b>Makhobalo</b>	<b>Makotoko</b>
<b>Lernox Dahumzi</b>	<b>Makrola</b>
<b>Alfred Mbambazeli</b>	<b>Maku</b>
<b>Hokisi</b>	<b>Makubalo</b>
<b>Mfaniswa</b>	<b>Makubalo</b>
<b>Thabo Gofaath</b>	<b>Makubalo</b>
<b>William Mfaneko</b>	<b>Makubalo</b>
<b>Vakutsiwo</b>	<b>Makudliweni</b>
<b>Nthofela</b>	<b>Makula</b>
<b>Tahleo Clementi</b>	<b>Makula</b>
<b>Nicholas Hlomellang</b>	<b>Makumane</b>
<b>Wilson Tlokotsi</b>	<b>Makumane</b>
<b>Lefu</b>	<b>Makume</b>
<b>Setefane Nyapane</b>	<b>Makume</b>
<b>Zihumkele Attwell</b>	<b>Makunga</b>
<b>Napo Samuel</b>	<b>Makutoane</b>
<b>Vikile</b>	<b>Makwayiba</b>
<b>Lungile</b>	<b>Mala</b>
<b>Matjeka</b>	<b>Malabulabu</b>
<b>Gchikaya</b>	<b>Malalanga</b>
<b>Lugwadu</b>	<b>Malamlela</b>
<b>Lisema</b>	<b>Malane</b>
<b>Tsebelejo</b>	<b>Malau</b>
<b>Lepekola</b>	<b>Malebanye</b>
<b>Katleho</b>	<b>Malebo</b>
<b>Leonard Nkosinathi</b>	<b>Malefane</b> formerly Ndingadinga
<b>Adam Thabang</b>	<b>Maleke</b>
<b>Pheletso Petrus</b>	<b>Maleke</b>
<b>Fuzekile Ernest</b>	<b>Malgas</b>
<b>Siphiwo Patrick</b>	<b>Malgas</b>
<b>Smilo Samuel</b>	<b>Malgas</b>
<b>Themba Morgan</b>	<b>Malgas</b>
<b>Bonakele Jonathan</b>	<b>Mali</b>
<b>Tatise William</b>	<b>Mali</b>
<b>Huwert</b>	<b>Mali</b>

James Tsie	Mallibeng
Lebohang	Malibetsa
Abia Taoana	Maliehe
Elliot Matsutsu	Malsana
Maliwa Mbuzeli	Maliwa
Vefile	Maliwa
Celestus Mafereka	Malope
Micheal Lekhopa	Malope
Monyau Vincent	Malohe
Ntlanga	Malungisi
Thomas Langa	Mainsi
Mtazela Tsilimbela	Maluzane
Didisa	Mamana
Nambila	Mamerl
Pheko	Mamooe
Ndondokupela John	Mampangashe
Phindile Elliot	Manca
Mpendulo	Manciya
Mlungisi Ezai	Mandela
Skhulana	Mandi
Matsi	Mandla
Kutukutu Prince	Mandlana
Mvalezi William	Mandlavu
Bodoza	Mandlani
Kopoko Ananias	Mandondo
Khaleli	Manele
Mzwandile William	Maneti
Yedwa	Mangali
Mphetheli Patron	Mangali
Muntu	Mangaliso
Vuyani Wellington	Mangase
Doctor	Mangele
Japan Thomas	Mangena
Khawulezile	Mangina
Mxolisi Jeremiah	Manginingini
Lungisani	Mangqishi
Temble	Mangqishi
Francisco Macohuane	Manhique
Phumlani Qrin	Mani
Ephraem Congo	Manikela
Monde Alfred	Manikivana

Mzwandile Michael	Manikivana
Colbert Hlupheka	Marimani
Sabata Petrus	Manka
Kisimisi Paulos	Mankayi
Zamela	Mankwenkwana
Tseliso	Marosa
Moengelwa Headman	Mangeza
Maqhakeni	Manqina
Leqile	Mantana
Nkosibolile	Manlashe
Thamse	Manti
Tolose Stanley	Manishongo
Mbanda	Mantyi
Mathekude	Mantyi
Bantana	Marodwa
Zatshindaba	Marodweni
Phillip	Manyadi
Nkosiwe Trywell	Manyana
Noki Stoffel	Manyanesa
Litalitenjwa	Manyangaza
Bondile	Manyanya
Mxolisi	Manyela
Zola	Manyoba
Cypril Tsletsi	Manyokole
Esiah Ramohoto	Manyokole
Joseph Moloma	Manyokole
Mbuku	Manyonga
Tahleho Paulus	Maola
Thebe David	Maola
Tlohang	Maoeng
Mbuyiselo	Mapasa
Makhaya	Mapatwana
Simphele Godfrey	Mapekula
Samuel	Mapelo
Vudisango	Mapenyana
Pitso Pauluse	Maphala
Teboho	Maphalanl
Khonzaphi	Maphanzela
Henk Tyotyot	Maphasa
Leqetso	Maphathe
Phakamile	Maphatwa
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
Mahlecola Nathanael	Maqapalla
Mthuthuzeli	Maqashu
Temblale	Maqebula
Herman	Maqeda
Sindamfana	Maqelana
Mohlelefu	Maqelepo
Magontsi	Maqetsaba
Zibangele	Maqhoga
Mfowethu	Maqhutvyna
Wali	Maqotseni
Mpendulo Willington	Maqume
Sonwabile Victor	Maqutywa
Vongo Vongo	Maqwatini
Sebenzile	Maqwelana
Dingyeza	Marafana
Napo William	Marake
Magalelwa	Maralatiyana
Boshosane Ernest	Maramane
Mbuytselolo	Maramnco
Mlungisi	Marasha
Nkosi Nathi Richman	Marasi
Monwabisi Alfred	Marawu
Ntanyaza	Marawule
Motsekooa	Mareka
Mintawe Welcome	Marepula
Lekhoa	Mariti
Mataleng Michael	Mariti
Malefetsane	Maroba
Vuyisile	Marongo

Legakwe Willem	Marope
Soyisile Wilson	Martiens
Thabo Joseph	Marupinyane
Samson Theminkosi	Marwanqana
Ranteke	Masaku
Khaya Wilfred	Masala
Mbuyiselo Samuel	Masali
Lekhetho Shadrack	Mase
Boyce	Masebe
Daniel	Maseka
Hloniphe	Maseka
Leonard Mhlupheki	Maseka
Vusumzi	Maseleni
Mbama Michael	Maselwa
Zolile Amos	Maseti
Joseph Sello	Mashaba
Salemone	Mashabathe
Lindela	Mashalaba
Mzubanzi Win	Mashalaba
Lekhooana Joseph	Mashale
Ramotubei	Mashale
Julius Mahlele	Mashane
Sefika	Mashane
Sello	Mashane
Radishoto Morris	Mashiane
Pakamile	Mashibini
Makeke	Mashiya
Mochaka	Mashoabathe
Mostuoa	Masia
Mahlomola Willy	Maslea
Joel Lefu	Masienyane
Lethera	Masilo
Mosheng	Masiloane
Lithaping Benjamin	Masitise
Tokonye Samuel	Masinu
Vuyani Alfred	Maso
Absalom Mboneni	Masondo
Sindone Letwane	Massingule
Tefo	Masuke

Sekake Dyke	Masunyane
Mosobe Nathaniel	Masuo
Koeneke Litsebe Elias	Masupha
Leluma Malurise	Masupha
Moeketsi	Masupha
Moeketsi Simon	Masupha
Pheliso Bernedick	Masupha
Rankoebe	Masupha
Mntshika ya Maxin	Maswana
Mthobeli Elvis	Mata
Khotso Alvonci	Matamane
Sandima	Matambeki
Nyaniso	Matayo
Thabiso Ephazor	Matebesi
Cornelius Lenkoe	Matee
Tsepo	Matala
Johannes Sello	Matekane
Matibi	Matela
Poho	Matela
Tankiso Petrose	Matela
Sello	Matelle
Ntsala	Matete
Tayi Nelson	Mateyisi
Tyelinzima	Mateyisi
Michael Zakhele	Mathambo
Lethabala	Mathe
Matutyu Penloot	Mathebe
Thabang	Mathebekoane
Katse Joseph	Matheu
Ngilise Philemon	Mathebe
Mbuzeli	Mathiso
Molise Moses	Mathoka
Edwin Mosala	Mathole
Thambani	Matholengwe
Dibika	Mathongo
Tthoriso	Mathope
Msolongile	Mathunzi

<b>Mnikelo</b>	<b>Matika</b>
<b>Matobaku</b>	<b>Matima</b>
<b>Sebuti Sldwel</b>	<b>Matima</b>
<b>Zinyusile Gertjie</b>	<b>Matiso</b>
<b>Lereng Ernest</b>	<b>Matitibala</b>
<b>Xood Braveman</b>	<b>Matiwane</b>
<b>Moeti Anthon</b>	<b>Matia</b>
<b>Gerard Matiali</b>	<b>Matiali</b>
<b>Samuel</b>	<b>Matiali</b>
<b>Tholang</b>	<b>Matiali</b>
<b>Leloko</b>	<b>Matlapeng</b>
<b>Masi phole</b>	<b>Matli</b>
<b>Sello Martin</b>	<b>Matlosa</b>
<b>Sempe</b>	<b>Matobako</b>
<b>Lazaro Makalo</b>	<b>Matobo</b>
<b>Teboho Johannes</b>	<b>Matobo</b>
<b>Elliot</b>	<b>Matola</b>
<b>Mxmasi John</b>	<b>Matola</b>
<b>Sapulelo</b>	<b>Matola</b>
<b>Zola</b>	<b>Matola</b>
<b>Temba</b>	<b>Matola</b>
<b>Andile</b>	<b>Matolweni</b>
<b>Thembekile Wilson</b>	<b>Matomane</b>
<b>Lumko</b>	<b>Matoti</b>
<b>Seimone</b>	<b>Matsaba</b>
<b>Joseph Seskate</b>	<b>Matsasa</b>
<b>Tumo Petrus</b>	<b>Matsau</b>
<b>Lebohlang Jonas Pokola</b>	<b>Matsela</b>
<b>Tseliso Sldwell</b>	<b>Matsape</b>
<b>Mthwuzeli Jackson</b>	<b>Matshange</b>
<b>Fikile Wellington</b>	<b>Matshaya</b>
<b>Sello Ishmael</b>	<b>Matshela</b>
<b>Giyabonga Aster</b>	<b>Matshitsha</b>
<b>Petibolo</b>	<b>Matshoba</b>
<b>Pondi Nimrod</b>	<b>Matshoba</b>
<b>Tembekile</b>	<b>Matshwilitshwili</b>
<b>Sebele Thekiso</b>	<b>Matsies</b>
<b>Lebamang Michael</b>	<b>Matsinyane</b>
<b>Ralechate</b>	<b>Matsora</b>
<b>Daniel Matsoele</b>	<b>Matsoele</b>
<b>Mpopo Andrias</b>	<b>Matsoele</b>
<b>Rapotsoe</b>	<b>Matsosa</b>

Hanese	Matsoso
Patso	Matsoso
Tholang	Matsoso
Toka	Matsoso
Mantientlambo	Matsoyana
Thulani	Matsweba
Tendunolo Isaac	Matu
Motosi Patrick	Matubatuba
Khoarai Simon	Matube
Mzinto	Matyala
Dlangamedla	Matyhofana
Bongani	Matyholo
Salis Ndoyisile	Matyobeni
Welle	Matithani
Jackson Thabang	Maumo
Zingisile	Mavango
Kaya Cyril	Mavata
Nomingana	Mavelana
Baleni	Maviti
Sicelo	Maviya
Msongelwa	Mavukuthu
Zwelake	Mavumengwana
Bobo	Mavuso
Zamukulungisa	Mawongile
Dalitwonga Alfred	Mawu
Tobile	Mawu
Amos Pakamile	Maxamba
Mpo Hloiyisa	Maxatase
Mzolisi Headman	Maxazana
Mlandeli Felix	Maxengana
Gameli Bangwayo	Maxhala
Sithandiwe	Maxifa
Ehenisa Kortman	May
Motinyane	May
Sinyuko Samuel	May
Zamva	Maya
Zitulele	Mayaba
Jeffry Sandile	Mayapi
Xolile	Mayapi
William	Mayekiso
Mhlasehlwa	Mayeyeni
Sindisa	Mayibenye

Nontotolo	Mayibanye
Sonyanfu	Mayihlabane
Zimoshile Richard	Mayo
Phumelele Washington	Mayoyo
Gqangaza	Mazambane
Tozamile	Mazanjsana
Mahonono	Mazeka
Juliao	Mazive
Siyabulela William	Mazoko
Muleki	Mazongolo
Nkosentsha	Mazula
Mtutuzeli	Mazutu
Matsotyi David	Mbaba
Zimilele	Mbabama
Mntuzimele Douglas	Mbabane
Santya	Mbajwa
Samkelo	Mbakaza
Mlandiswa	Mbaki
Falinzima Joseph	Mbaki
Zakele	Mbalekwa
Koli	Mbali
Delibandla Jerry	Mbalo
Zenzile Robinson	Mbulwa
Mzwabatembu Hamilton	Mbambisa
Kabelo Pumanekile Alfred	Mbamuwa
Keti	Mbana
Sinyopho	Mbandelo
Ngcayo	Mbandezelo
Mziwamadoda Alfred	Mbane
Mveni	Mbangani
Bekayeke	Mbangatha
Denis Nqenge	Mbangatha
Danisle	Mbangisane
Nozaku	Mbangwa
Zozekile Elliot	Mbangwa
Madidzela Dutchman	Mbanjwa
Robert Mcanuvele	Mbanjwa
Mzwadile Hamilton	Mbesa
Sithomo	Mbesana
Mphlo Grifeiths	Mbava
Nogxotana	Mbava
Phillip	Mbayi-Mbayi
Ephraim William	Mbebe
Balekile James	Mbebe
Cofimvaba	Mbeki

Ndiphe	Mbeki
Melvin Nfoko	Mbeki
Fumanekile	Mbekwa
Mongameli Michael	Mbekwa
Joe Linderman	Mbele
Litabe Samuel	Mbele
Mthothumzeli Vivian	Mbele
Sipho Caswell	Mbele
Tabile Beatus	Mbele
Kleinboyi Danile	Mbenene
Mbuyiseli Nicholas	Mbangashe
Thelenzima	Mbengo
Juskeyi Zakhele	Mbenyane
Faniakle	Mbhole
Speto Douglas	Mbi
Amos	Mbiko
Fezekile Perfect	Mbiko
Mapelo Oswald	Mbiko
Phindile	Mbiko
Velaphi Jack	Mbikwana
Makayandile	Mbinda
Ntsekelelo	Mbinyashe
Zandile	Mbinza
Ntozakhe	Mbiza
Zolile	Mbiyo
Mlungisi	Mbiyozo
Judgement Venene	Mbiza
Mdomka	Mbiza
Mphahlela Sibson	Mbiza
Mthuli	Mbiza
Sahinkene	Mbo
Tshiyekile	Mbodlongo
Strutshu	Mbofidi
Babelo	Mbokodi
Mangena Leonard	Mbolekwa
Sandile Learnford	Mbolekwa
Nkosemntu	Mbolompo
Gutsoni Fani	Mbombo
Popoty	Mbombo
Sandile Wellington	Mbona
Donald	Mbonambi
Phinius	Mbonambi
Siyabulela	Mbongeni
Pumzile Washington	Mbongwana
Mzoli Anderson	Mbono

<b>Mxolisi</b>	<b>Mboshane</b>
Kwepile	Mbotyi
Ntlangula	Mboxwana
Benjamin	Mboyi
William Kholisile	Mboyiya
Nogcule	Mbulawa
Oliphant	Mbulawa
Petros	Mbulelo
Mbulunga Zinakile	Mbulunga
Sizile Julius	Mburjana
Dumfari	Mbuntshu
Pumzile Macdonald	Mbusi
Mbuyeleni	Mbute
Sibongile	Mbutho
Makhuluskopu	Mbuti
Mpoxo	Mbuzeni
Lizo	Mcaba
Sicelo	Mcaba
Thozamile Thozman	Mcakola
Nyezi	Mcakuvana
Phuzile Thomas	Mcapukiso
Simon Minkeli	Mcence
Sithambele	Moetywa
Mpikelwa	Mdingelwa
Vikela	Mciza
Shelter Solomon	Mcolo
Vuyani	Mcolo
Malibongile	Mooseli
Johnson Mcotshana	Mcotshana
Monwabisi	Mcotshana
Kulani	Mcotsho
Maqambulana	Mcubhe
William Sihlangwanae	Mcwabane
Linda Mxolisi	Mda
Lucky	Mda
Khoilekile Ruben	Mdaka
Mtetunzima	Mdalana
Nzimeni	Mdaniso
Matase	Mdayi
Sandile Jeremiah	Mdepha
Bonani Nelson	Mdibaniso
Thamsanqa Redman	Mdidimba
Mwazeni	Mdimbaza
Mlungisi	Mdingi
Mzwamadoda Wiseman	Mdingi



Sigugu Victor	Mdishiwa
Tembekile	Mditshwa
Wiseman Linda	Mdlalo
Nyawnezoro	Mdlandlatlu
Jufu	Mdlayo
Mbuliwa Tispuri	Mdledie
Dumile Wellbeloved	Mdileleni
Vulindlela	Mdoda
Monwabisi	Mdodana
Benkinkosi	Mdongwana
Dumisani Dickson	Mduba
Thamsanqa Victor	Mduma
Colbert	Mduntsu
Bathini William	Mdunyelwa
Zanemvula	Mdunyelwa
Zwelakhe	Mdunyelwa
Sibulelo Mount-joy	Mdutyana
Mbuyiselo	Mdwebu
Zidulele Wilson	Mdyidwa
Silulami	Mdzanga
Mageba Geelbooi	Mehlo
Steven Ntobeko	Mehlo
Nkosiyaakhe William	Mehlwana
Ndoneni	Mei
Fulani	Meje
Bhutitji Wilson	Meje
Luyanda Perfect	Melamane
Makhasandile	Melane
Mokhele Peter	Melato
Tseleng Abednego	Melato
Mvusclelo Mabhele	Melgane
Tseletsi Elliot	Memane
Mncedisi	Memani
Zola	Memani
Theophilus Mthobi	Meme
Mzwamandla Lucas	Mendu
Ndakuxela	Mendin
Tofikile	Mendwana
Zilungisele Mphindiswa	Mendwana
Mgisheni Milton	Mene
Pakiso Raphael	Meno
Simphele	Menzi
Sandi Simon	Menziwa
Mziwamadoda	Mesatywa
Mawaka Wilson	Meshu

Makoiwane Doctorberg	Metshu
Kereo	Metting
Lulamile	Metu
Danise Attwell	Metula
Magoje	Meukella
Mtonjeni	Meva
Goodman	Mfabana
Sitembiso	Mfakadolo
Raymond Sipho	Mfana
Mtherijwa	Mfedu
Siyabulela	Mfeketho
Bonakele	Mfeketo
Yekile	Mfengu
Edicott	Mfenyana
Dumile	Mfiki
Sixuku	Mfino
Lumkile	Mfinyongwana
Pikini	Mfono
Gikenkile	Mfulana
Mcameni	Mfundisi
Mlungwana	Mfundisi
Lunga James	Mgabe
Sithembiso	Mgabo
Pumzekile	Mgadelwa
Bomfelix	Mgadi
Mlahleni Makawusi	Mgadi
Patrick Mongezeleli	Mgagule
Diekile	Mganali
Mandlenkosi Farrington	Mgea
Zwelinzima Ben	Mgcini
Makhandawule	Mgcubhe
Phillip	Mgebesi
Mncedisi Wiseman	Mgemane
Mzimkhulu Washington	Mgengo
Xozumti	Mgeseni
Carlton Bongani Mqijima	Mqijima
Ernest Mziwenkosi	Mqijima
Tarwini	Mgilisa
Nhanha	Mgingal
Msebenzi	Mgekewana
Mlimbela Benjamin	Mgoboza
Mkhokeli	Mgodlo
Tembinkosi Bethwell	Mgojo

Vusumzi	Mgofo
Mawethu	Mgotshana
Milton Velisa	Mggadana
Kwanele Firestone	Mggoboka
Risi	Mggokongana
Vuyisile Therence	Mgubanto
Gilamaforu	Mgubo
Sibongile Wilfred	Mgudlani
Christian Fanele	Mgumane
Feneile	Mguve
Zanele Alfred	Mguzulo
Zilindile Michael	Mgwayi
Zithengise Mani	Mgwayiba
Phindile	Mgwebi
Queenie	Mgzadada
Mawayika	Mgzinywa
Mxolisi Foster	Mhani
Jack Mfanyana	Mhlabeni
Spinini	Mhlabeni
Mbulelo Ephraim	Mhlakazi
Khofhatso	Mhlalamba
Luthekile	Mhlelekho
Ferdie Simon	Mhlana
Siyabulela Sydney	Mhlana
Sizakele	Mhlangula
Mootana	Mhlantana
Zithulele	Mhlatyana
Ntimbeza Joshua	Mhlauli
Gideon Khowakhe	Mhlongo
Maboyisana	Mhlonhlo
Mzameni	Mhlonfio
Bunza Gokati	Mhluzi
Booi Mongezi	Milandu
Myekeni Wilson	Mituff
Nkwenkwana	Mini
Zenzile	Mini
Johannes	Miya
Zakhele	Mjali
Bonisle	Mjamba
Richard	Mjandana
Stephen Sampi	Mjandane
Magudu	Mjanyelwa
Fani	Mjele
Notufu	Mjikelwa
Nowatuwantwana	Mjidlizo

Peter	Mjiwu
Zamkanya Wiseman	Mjofozi
Elias	Mjoli
Tembekile	Mjongozu
Zanemvula	Mjuleka
Zencedile Joel Mayapi	Mjuleka
Julius Mongezi	Mjuleni
Jojweni Thozamile	Mkaba
Zwelitsha Norman	Mkabile
Mncedi	Mkalipi
Mofu	Mkalipi
Similo	Mkamndeli
Mcengelwa	Mkebenkebe
Mlamli	Mketo
Zingisile John	Mkhangeli
Mkhuzeli	Mkhangisa
Temba	Mkhanzi
Telford Pubeletso	Mkhasane
Ntyentyezi	Mkhetshane
Teboho Johannes	Mkize
Fumanekile	Mkhohakali
Mchithwa Jackson	Mkhulu
Zolile	Mkhulungu
Mantukwane	Mkhwambi
Vusumuzi	Mkhwankwe
Thabo	Mkiza
Msimboti	Mkolo
Ntsholelo	Mkondweni
Sibongile Mkono	Mkono
Matokololo	Mkonto
Staba Johnson	Mkorwane
Ntozakhe	Mkosana
Fukamile	Mkratshiri
Zwelake Lennox	Mkula
Lityi	Mkulekaya
Kawuntile	Mkunelwa
Wellington Mxolisi	Mkutukana
Manalisa Alton	Mkuzo
Jongikhaya	Mkwali
Hoyoyo Victor	Mkwayiba
Sankwana	Mkwedini
Mzobanzi	Mkwenkwe
Maphetha	Mlahlehi
Qanga	Mlahleni
Rayivana	Mlahleni

Andile	Mlamla
Siphiwo Charles	Mlamla
Solakhe	Mlamla
Kongolwana	Mlandelwa
Mtwele	Mlandelwa
Sikhohlwe Ernest	Mlaridu
Sandile	Mlarjeni
Alton Jonguthango	Mlatha
Ashwell Nkasifikile	Mlatha
Bhekithemba Phillip Magudu	Mlatha
Nkosisiyithethi Henry Duba	Mlatha
Mthwesi	Mlenzana
Radile	Mletele
Fezile	Mletshe
Mlomo	Mllwana
Bongoletile	Mlingo
Moxoko Johnson	Mlinjane
Mhlabuhlangene N	Mlobeli
Sandile Cornelius	Mlobeli
Maxin	Mlobi
Makwenkwe Wiseman	Mloka
Victor Bongard	Mlombile
Vuyani Victor	Mlongo
Funtile Phillip	Mlonyeni
Sandile Lawrence	Mlonyeni
Zakhele	Mlu
Mtshumbulu	Mlu
Mhonyana	Mluniso
Mkhathelwa	Mlungelwa
Nggeleni	Mlungelwa
Luzuko	Mlungu
Linda	Mlungwana
Mhlanga Nyelwa	Mmeleli
Sebenzile	Mmeli
Sibusiso Gibson	Mnakwe
Zanenyani Colbert	Mncetywa
Sipho	Mndayi
Thembekile	Mndiyata
Puzile	Mnduzane
Libazi Henry	Mnduzulwana
Vuyisile	Mngconza
Pozilsile Dauthemba	Mnge
Azaci Kesi	Mngoma
Madikizela	Mngomeri
Alfred	Mngqete

Alson Mangoku	Mngqibisa
Madoda Wellington	Mngqandi
Alfred Shwalakhe	Mngqumeni
Mhleki Hamilton	Mnthshokwana
Dokisini	Mntomsha
Alfred	Mntonintshi
Gcolotla	Mnturwenkosi
Fudumele	Mnturyedwa
Linda Lernox	Mnturyedwa
Mamzima Walter	Mnturyedwa
Mzwandile Mbayi	Mniwini
Bubele	Mnukwa
Dyakalashe	Mnukwa
Mzuvukwe Simon	Mnwana
Zolile Nomhoza	Mnyaka
Ntikana	Mnyama
Mantasa	Mnyamana
Mpiyakhe	Mnyamele
Bhongolose	Mnyanda
Thembisile Samson	Mnyanda
Majubane	Mnyanjwa
Betrum	Mnyiphika
Sekhonyane Nehamea	Moalosi
Sera	Mochaka
Makhabane Raphael	Mocheba
Lephoi Arill	Mochekela
Stephen Nkhetse	Mochekoane
Paulosi Lesoma	Mocheso
Napo	Moeketse
Keresemese Christopher	Moeketsi
Sefofane Samson	Moeketsi
Toesile	Moeketsi
Moemane	Moemane
Foso Ernest	Moeno
Thabang	Moeno
Tafo	Moepi
Motlatse Sixtus	Moerane
Masilo	Moeti
Teboho	Moeti
Tsellso Cletus	Mofa
Mahela	Mofitso

Chale	Mofolo
Isaaka	Mofolo
Khalema Clement	Mofolo
Moshabata Sylvester	Mofolo
Sebastiane Tanki	Mofolo
Sehloho Solomon	Mofolo
Lebohlang Paulus	Mohalea
Mocketsi	Mohai
Mothabe	Mohai
Lebua Joang	Mohale
Mahlomola	Mohale
Tanke	Mohale
Thabo	Mohale
Thuso	Mohale
Mahlomola	Mohano
Fusi	Mohapi
Molefi David	Mohapi
Motete Ernest	Mohapi
Motalepula Andreas	Mohapi
Nathaniel	Mohapi
Pitso	Mohapi
Ramakhema	Mohapi
Sechele Phineas	Mohapi
Simon Molikeng	Mohapi
Teko	Mohapi
Lepatete Samuel	Mohasoa
Ralejoe Andreas	Mohato
Rameno	Mohanyane
Ramallitse	Mohlabane
Mosito	Mohlali
Thabo	Mohalefi
Mothata Paulosi	Mohlerepe
Khopiso	Mohlobola
Mirhashane Adolphus	Mohloli
Mosia	Mohloloano
Andries Morampe	Mohloli
Gabriel Fusi	Mohlomi
Lebohlang	Mohlomi
Mohlomi Josefa	Mohlomi

Ntsere	Mohlomo
Mahlomola Albert	Mohobane
Thabang Mpho	Mohobane
Pileso Marics	Moholei
Julius Leshoboro	Moholobela
Remaketsa Joseph	Moloka
Dyke Francis	Molima
Shakhane	Molima
Molefi	Mojaje
Mosala	Mojake
Mothert Francis	Mojaki
Lebusa Stephen	Mojalefa
Lesenyeho	Mojalefa
Diphapang Richard	Mojampa
Sechaba	Mojapela
Solobasi	Mojeke
Joshua Sekhobe	Mojela
Patsa	Moji
Masilo Clement	Mokabo
Tlasetso Linus	Mokakafela
Pascal Tselliso	Mokala
Jimwell Paulos	Mokati
Thabo Leonard	Mokati
Disho Paul	Mokato
William Thumtsane	Mokatsa
John	Mokay
Ramasunde	Mokaretla
Fereta	Moketa
Mokoto	Mokete
Mona	Mokete
Ngoako Petros	Mokete
Seisuku Albert	Mokgolela
Tseko Edward	Mokgosi
Kopano Wilson	Mokhachane
Molefi Simon	Mokhasi
December	Mokhato



<b>Montoetsana Benedict</b>	<b>Mokhele</b>
<b>Pheelo Samuel</b>	<b>Mokhele</b>
<b>Teboho David</b>	<b>Mokherane</b>
<b>Makhetha</b>	<b>Mokheseng</b>
<b>David Mokhetli</b>	<b>Mokhetli</b>
<b>Justice Mokhetli</b>	<b>Mokhetli</b>
<b>Ditaba Daniel</b>	<b>Mokhoatsane</b>
<b>Khetsi</b>	<b>Mokhobatau</b>
<b>Edward</b>	<b>Mokhosana</b>
<b>Moliki Eliase</b>	<b>Mokhothu</b>
<b>Santa Ernest</b>	<b>Mokhothu</b>
<b>Ramorspell Daniel</b>	<b>Mokhutle</b>
<b>Lahlohonolo</b>	<b>Mokitimi</b>
<b>Mojaje</b>	<b>Mokitimi</b>
<b>Mokoafie Robert</b>	<b>Mokoafie</b>
<b>Noha</b>	<b>Mokoatleng</b>
<b>Molemo Barhard</b>	<b>Mokoatsi</b>
<b>Maphuphu Germiston</b>	<b>Mokoena</b>
<b>Moahloli Joseph</b>	<b>Mokoena</b>
<b>Mohale</b>	<b>Mokoma</b>
<b>Geremia Thabang</b>	<b>Mokone</b>
<b>Lebeche</b>	<b>Mokone</b>
<b>Molelle Solomon</b>	<b>Mokone</b>
<b>Nkhi</b>	<b>Mokone</b>
<b>Ntsoane</b>	<b>Mokone</b>
<b>Ntsoane</b>	<b>Mokone</b>
<b>Patric Leteketoa</b>	<b>Mokone</b>
<b>Jackson</b>	<b>Mokorwana</b>
<b>Poulo Johannes</b>	<b>Mokose</b>
<b>Molai</b>	<b>Mokoteli</b>
<b>Solomone Moses</b>	<b>Mokoteli</b>
<b>Teboho Edward</b>	<b>Mokofo</b>
<b>Mosesetsheli George</b>	<b>Mokotol</b>
<b>Tumo</b>	<b>Mokotso</b>
<b>Molefi Enoch</b>	<b>Mokugane</b>
<b>Mpho David</b>	<b>Mokwena</b>
<b>Trotleho Augustinus</b>	<b>Molahlehi</b>
<b>Molale Petrose</b>	<b>Molale</b>
<b>Thakali</b>	<b>Molalle</b>
<b>Mafafa Michael</b>	<b>Molaca</b>

Putlamelane	Molati
Jacob	Molato
Senatla	Molato
Venisle	Moldini
Laeto	Molefe
Majoro Mathias	Molefe
Malefetsane Petrose	Molefe
Tahlo	Molefe
Tello Joseph	Molefe
Lika	Molefi
Petrus Mohlahlobi	Molefi
Sello Bernard	Molefi
Shai	Molefi
Lentsa	Molejane
Moleko Nthunya	Moleko
Msebetse Paulus	Moleko
Moleleki	Moleleki
Monyane	Moleleki
Papatlela	Moleleki
Seboko Headman	Moleleki
Molefi William	Molelekoa
Ntsele Johannes	Molelekoa
Baholo Petrose	Molema
Khoba Paulos	Molemahang
Monaheng Alfred	Molemo
Mohapi	Molete
Motialepula	Molibeli
Pole Ephraim	Molibeli
Tsoeu	Molieleng
Moliko	Moliko
Lekhotla	Molise
Matruping	Molise
Pabollo	Molise
Thabang Isaac	Molise
Tsolaane	Molise
Tsomo	Molise
Sebolai Chaka	Molisenyane
Mzwandile	Molisi
Mathibe	Moloantsoa
John Moferefer	Moloi

Liphapang Zakari	Moloi
Thekiso Johnson	Moloi
Tsepiiso	Moloi
Kelebone	Molomane
Tankiso David	Molongoana
Tatana	Molose
Poulo	Molotsi
Teleko Jacob	Molupe
Cholephi	Momo
Mangqokoma Jackson	Momora
Benedict Nchochoane	Mona
Mtutuzeli	Mona
Sechaba	Mona
Mohau Joseph	Mona
Taratana	Monakali
Moshilbane Julius	Monamatha
Mosoou	Monamatha
Mohau Stephen	Monare
Retselisitsoe James	Monare
Vusumzi Justice	Mondleki
Potso Joseph	Monethi
Chataza	Mongameli
Allen Montshi	Mongoato
Xakekile Alfred	Moni
Nephtali Monkhe	Monkhe
Manko Joseph	Monkhi
Shadrack Mongezi	Monce
Saremane Simon	Monosi
Mpiti	Monoto
Pusi	Montoli
Moeketsi	Montsi
Nathanael Zulu	Monyalotsa
Souru	Monyamane
Khoeli	Monyane
Sebele	Monyatsi
Mpell	Monyau
Everest Teboho	Monyeke
Retselisitsoe Efraim	Monyeli
Motlatsi	Monyollo

Tsatsi	Monyollo	1
Molise	Moolo	1
Ntoane	Moocrose	
Maketekete	Moocrosi	
		1
		1
Ntoane	Moocrosi	4
Johannes	Mopeli	1
Mokhele	Mopeli	1
Taana David	Mopeli	1
Mayoyo	Moqoli	4
Nompoto Wilford	Moqubela	:
Motsamai Elias	Morabe	1
Letsie	Moratuoa	
Ntutuba	Moreboti	:
Osa Sarele	Moremi	
Seeta Samuel	Moremi	
Morephe David	Morephe	:
Tsiane	Moriana	
Maerka John	Moroane	
Moketsi Ezeckiel	Moroane	
Seabata Simon	Morobe	
Moketsi Anantse	Morole	
Stephen Bobojane	Moromoli	
Mandlakapheli	Morosi	
John Sehloho	Moruri	
Tsile	Moruri	
Letsie	Mosala	
Mahlomola Jeremiah	Mosala	
Rantsuhle Petross	Mosala	
Sello Charles	Mosala	
Thuso Mankake	Mosamo	
Jamelijojo	Mose	
Zukile	Mose	
Thabo	Moschi	
Motse Jonas	Mosebo	
Masoja Michael	Mosefane	
Thee Shakeshard	Mosegedi	
Fusi	Moschela	
Cetywa Albert	Moschle	
Kope Sidney	Moschle	

Sello Clement	Moseme
Tankiso	Moseme
Thejane	Mosenene
Mosamo	Mosenke
Leaon	Mosenoli
Modalepula Phillip	Mosenye
Joseph Metsana	Moshabe
Zalatile Don	Moshani
Khaliso James	Moshesha
Lihaba	Moshesha
Mokhoetsi	Moshesha
Nkotso Jonas	Moshesha
Tafeli	Moshesha
Lebina Gilbert	Moshoeshoe
Thabang	Moshoeshoe
Mosi	Mosi
Mpho	Mosi
Tanunu	Mosi
Mahlamola Alexs	Mosito
Mohau Johannes	Mosito
Tahleho	Mosito
Makhaola	Mosuo
Mpho	Moso
Tschleho	Mosoeu
Bao	Mosoeunyane
Daniel Shaphane	Mosola
Petross Rabobatsi	Mosola
Pholo	Mosola
Moeketsi Mosollo	Mosollo
Tsoeu Abraham	Mpsolotsane
Makatla	Mpsophoane
Mofota Moshe	Mosofoane
Khuba Canisius	Mosung
Mota	Mota
Makalane	Motaba
Thabo Jonas	Motake
Metsing Stephen	Motaung

Mabusetsa Ernest	Motemekoane
Lebohlang John	Mothabeng
Lekhotla Samuel	Mothoane
Tsletsai	Mothube
Lefa	Mothubeli
Mosesanyane	Mothubeli
Teboho	Mothubeli
Winfred Ogotseng	Mothubemang
General Mokhetli	Mothubisi
Teboho Julius	Mothoana
Thabiso	Motholi
Mothopeng	Mothopeng
Sipiwo	Moti
Phakiso	Motjokoseli
Paseka	Motialehi
Phakiso Samuel	Motlaopa
Mathaha	Motlatsi
Lebohlang Benjamin	Mothokoa
Paseka	Mothokoa
Ntoi	Mothoang
Mojalefa Andries	Mothoenya
Moahloli William	Motobelwa
Monnamoholo Jacob	Motomelo
Koabatsane Andreas	Motoboli
Molifi French	Motoboli
Thuso Ishmael	Motsabe
Joseph Moflakosna	Motsamai
Makomoreng	Motsamai
Samuel Dingaan	Motseki
Benedict	Motsepeli
Phamola James	Motseta
Thabiso Frans	Motso Motso
Paseka	Motsomakaba
Neo Augustus	Motsoane
Tsesane Paulus	Motsoale
Osiel Moseli	Motsoari

Setala Maxminius	Motsoari
Sesta	Mots'oari
Motahlehi Clement	Motsoepa
Isaac Mahlatheng	Motsoikha
Khauta	Motso-Motso
Andrias Sebapala	Motsoel
Sonakele	Moyana
Jackson Lawule	Mpakane
Motsiri Clement	Mpakoba
Lebohang	Mpale
Mosa	Mpaleng
Fundaphi	Mpambani
Ngangane	Mpambo
Ndakhuthini David	Mpande
Singilizwe	Mpangale
Fundisile	Mpangiso
Msilane	Mpatane
Makamelela	Mpateni
Mpati Joseph	Mpati
Chabasethabile	Mpatsia
Matungena Milford	Mpatuli
Dioto	Mpayipheli
Clifford Sizakele	Mpengesi
Mthuzimele	Mpengesi
Vumile Dazman	Mpengesi
Zuzile	Mpenisi
Marriman Mtadi	Mpetshwa
Thabiso Cosmas	Mphafi
Geremia Rankoe	Mphaka
Mopote	Mphaki
Makamese	Mphako
Tseliso Paulus	Mphale
Sizwe	Mphanjukelwa
Zenzele Maqabele	Mphafhi
Tseliso Isidora	Mphatsoe
Hlalefang Peter	Mpheteng
Kololo George	Mphikwa
Manjingolo	Mphindezeli
Mthetonzima Samuel	Mphifhi

<b>Fezile</b>	<b>Mphiwa</b>
<b>Sello Paulus</b>	<b>Mpholanyane</b>
<b>Lefume</b>	<b>Mphofe</b>
<b>Petros Lipuo</b>	<b>Mphosi</b>
<b>Litaola</b>	<b>Mphu</b>
<b>Bennett</b>	<b>Mpikasho</b>
<b>Zolile</b>	<b>Mpikasho</b>
<b>Mboneli</b>	<b>Mpikwa</b>
<b>Bongani</b>	<b>Mpini</b>
<b>Victor Siphiso</b>	<b>Mpisane</b>
<b>Edward</b>	<b>Mpiti</b>
<b>Tseliso</b>	<b>Mpiti</b>
<b>Ntomane</b>	<b>Mpoes</b>
<b>Stolo</b>	<b>Mpoana</b>
<b>Dukusa</b>	<b>Mpokopi</b>
<b>Tatuka</b>	<b>Mpompoloza</b>
<b>Mongezi Edward</b>	<b>Mponco</b>
<b>Andile</b>	<b>Mpondo</b>
<b>Sebenzile</b>	<b>Mpongoma</b>
<b>Tembinkosi Christopher</b>	<b>Mposo</b>
<b>Mziselwa</b>	<b>Mpoto</b>
<b>Lahlekile</b>	<b>Mpotye</b>
<b>Tokile</b>	<b>Mpukuzela</b>
<b>Malayicha</b>	<b>Mpukwana</b>
<b>Zibonele</b>	<b>Mpulo</b>
<b>Zera Albert</b>	<b>Mpulu</b>
<b>Makondayi Wilson</b>	<b>Mpumzi</b>
<b>Peter</b>	<b>Mqalo</b>
<b>Ntsokolo Alfred</b>	<b>Mqengqelele</b>
<b>William Mzamo</b>	<b>Mqhaba</b>
<b>Ritini Stanford</b>	<b>Mqhamzana</b>
<b>Welcome Lindile</b>	<b>Mqhiki</b>
<b>Makhumzela</b>	<b>Mqho</b>
<b>Dozana</b>	<b>Mqikwana</b>
<b>Zwelebhunga</b>	<b>Mqokomiso</b>
<b>Nkosinathi David</b>	<b>Mqolombeni</b>
<b>Gladman Vuyo</b>	<b>Mqooi</b>
<b>Fikezwani Washington</b>	<b>Mqutywa</b>
<b>Mswazi Edwin</b>	<b>Mqwetha</b>
<b>Lahlekile Jackson</b>	<b>Mraji</b>
<b>Mavula</b>	<b>Mraji</b>
<b>Stenoshe</b>	<b>Mraji</b>



Dantle	Mrawuzeli
Enock	Mrediana
Siyabulela	Mrelane
Simon Makhumtsha	Mrwabo
Edward	Mrwebi
France Luthando	Mrwebi
Mfanyana	Msefi
Samchoice	Msana
Thulani Moses	Msani
Funani	Msebenzi
Zofie Welcot	Msebi
Mxolisi John	Mseleni
Fundile	Msesiwe
Jackson	Mshiywa
Mashunyana	Mshiywa
Lubabalo Lawrence	Msikaba
Ngcenjana Hamilton	Msila
Mandlenkosi	Msindo
Dingezweni	Msingapantsi
Ntsikelelo	Msizaswe
Ndawoyakhe	Mtizi
Thulani Phillip	Mtizi
Bonginkosi	Msongelwa
Gamedze	Msongelwa
Velle	Msonywa
Dingane Simon	Msufu
Mbulelo	Msufu
Nonkwezeni	Mtakelwa
Boy Ndontini	Mtangant
Ehukanana	Mtangayi
Zilindile	Mtangayi
Libolele Headman	Mtati
Sindabantu Ely	Mtati
Qhade	Mtatsi
Mswandile	Mteki
Joan Gqibiltzwe	Mtendela
Matanzima Jackson	Mtengwane
Msimbini	Mtengwane
Sakhwenene	Mtenjwa
Mhlangabezi	Mtete
Siphile	Mtete
Didi	Mteto
Zamekile	Mteto
Mkotosi	Mtiza
Lophagen Mbuzeli	Mthakathi

<b>Stembele</b>	<b>Mthana</b>
<b>Matsoso</b>	<b>Mthayi</b>
<b>Julias Ge</b>	<b>Mthemba</b>
<b>Petros Mandosi</b>	<b>Mthemba</b>
<b>Amos Sinothi</b>	<b>Mtshaba</b>
<b>Tandusolo</b>	<b>Mtshaba</b>
<b>Sithembele</b>	<b>Mthekwa</b>
<b>Douglas</b>	<b>Mtimba</b>
<b>Mthuthuzeli Charlton</b>	<b>Mthshana</b>
<b>Zilalini</b>	<b>Mtobela</b>
<b>Khehle</b>	<b>Mtobisi</b>
<b>Aaron</b>	<b>Mtoko</b>
<b>Nyangizizwa Cyprian</b>	<b>Mtolo</b>
<b>Robert Manzini</b>	<b>Mtolo</b>
<b>Boesman Mongezi</b>	<b>Mtombana</b>
<b>Marigaliso</b>	<b>Mtose</b>
<b>Mbuyiselo</b>	<b>Mtose</b>
<b>Albert Schembiso</b>	<b>Mtoto</b>
<b>Mdibanisi Johannes</b>	<b>Mtoto</b>
<b>Menzu Eric</b>	<b>Mtsewu</b>
<b>Libalele Aaron</b>	<b>Mtshahana</b>
<b>Andile</b>	<b>Mtshato</b>
<b>Mzwandile</b>	<b>Mtshayisa</b>
<b>Voise Nelson</b>	<b>Mtshidi</b>
<b>Eliza Zwelomlingu</b>	<b>Mtshiklana</b>
<b>Ntsikizi</b>	<b>Mtshikwe</b>
<b>David</b>	<b>Mtshita</b>
<b>Zazise</b>	<b>Mtshitshi</b>
<b>Pasika</b>	<b>Mtshiswa</b>
<b>Sipiwo</b>	<b>Mtshotshisa</b>
<b>Mtetunzima</b>	<b>Mtsodo</b>
<b>Gometsi</b>	<b>Mtsotso</b>
<b>Sitembele</b>	<b>Mtshaba</b>
<b>Lulama Victor</b>	<b>Mtshusha</b>
<b>Mbongi Albert</b>	<b>Mtshili</b>
<b>Nkosiyaane</b>	<b>Mtshini</b>
<b>Ngizi</b>	<b>Mtshiswa</b>
<b>Mawethu Welcome</b>	<b>Mtshumeka</b>
<b>Japan</b>	<b>Mtshakisi</b>
<b>Simon Tshibalo</b>	<b>Mtshwebo</b>
<b>Geelbooi Bantuzi</b>	<b>Mtshu</b>
<b>Nonkosini</b>	<b>Mtshu</b>
<b>Nthako</b>	<b>Mtshu</b>
<b>Mpho</b>	<b>Mtshu</b>

Rallikeleli	Muso
Kotisang	Musu
Mgungunyana	Mutwa
Maxokozi	Miniehlobo
Sikolongwane	Mvalo
Mzinhle	Mvambi
Zingisa	Mvambo
Ngxakumana	Mvanveki
Mnyamezeli	Mvanana
Saziso	Mvandodwa
Mzamei Wilson	Mveku
Ndobayini	Mvela
Nonkwenkwe	Mvula
Masiza Young	Mvumbi
Mziwonke Wellington	Mvumbi
Daysman Siphezane	Mvunyelwa
Xolile	Mwangelala
Mdutsibeni Elias	Mwelase
Sigentsu	Mwendlana
Lawrence Mlungisi	Mxenge
Mlungisi Piet	Mxhonywa
Nelson	Mxoli
Mncedisi Henry	Mxonyiwe
Saull	Mxonywa
Zitandele	Mxosana
Jabulani Joseph	Myeni
Danile Lennox	Mzamo
Mqamane	Mzamo
Pumelele Benson	Mzamo
William Zolile	Mzananda
Zwelitaba	Mzananda
Myezo	Mzantsi
David Maphel	Mzawuhanjwa
Hindza Sisco	Mzayiwa
Vukile	Mziba
Gwebiqhinga	Mzila
Songezo Lawrance	Mzileni
Mzimkhulu	Mzimba
Mntunzima Simon	Mzini
Manqomfula	Mzinjani
Ernest Sindisa	Mzinyathi
Ndabenzima Griffis	Mzoboshe
Zwelfikile William	Mzondi
Zipumeze	Mzonzi

Ndumiso	Mzwambezi
Fhahishi Simphiwe	Mzwezwe
Pumile	Naki
Nicholas	Nakin
William	Nako
Mithuthuzeli	Nakwa
Thozamile	Nakwa
Mithuthuzeli Welcome	Namba
Khanyiso Victor	Nambila
Mpti	Nameng
Shelile	Nameng
Moloisane	Namoli
Seneko	Nana
Mzikayise	Nani
Vuyisile	Nani
Tsheliso	Napo
Litaola	Napu
Matsemela Alphonse	Natsoane
Zwelonke	Nayini
Sizakele	Nazo
Zwelidinga	Ncala
Mbulelo	Ncamani
Ndoyisile Livingstone	Ncapayi
Zweledinga	Ncapayi
Zwelandile Michael	Ncate
Pent	Ncedakele
Peter Khehla	Ncele
Teboho Emmanuel	Ncheba
Maqalika	Ncheke
Boromang	Ncheke
Motsamai Joseph	Nchela
Fofello Justile	Nchesa
Khotso Johannes	Nchochoba
Buti Stuurman	Nchodu
Khahliso Alfred	Nchoma
Mosoaka Johannes	Nchothi
Siwonyoza	Ncoki
Mtose	Noko
Zamekile Johannes	Ncomani
Buthelezi	Ncombo
Thamba Shadrack	Ncusane
Christopher Makhubandile	Ncwana

Zolisa	Ndaba
Mphatiswa	Ndabambi
Ndiphathele	Ndabambi
David Zandisile	Ndabangaye
Zwelakhe	Ndabantshi
Tembinkosi Patrick	Ndabankulu
Malindela	Ndabeni
Maladi Malakias	Ndabetha
Isaac Pitso	Ndae
Mrwandile	Ndaku
Similo Edward	Ndala
Mlungwana	Ndaliso
Ayanda	Ndamase
Lizo	Ndamase
Mteteleli	Ndamase
Zamukolo	Ndamase
Sithembiso	Ndamase
Madhulela	Ndamkele
Situtayi Bedford	Ndava
Mxolisi	Ndeleni
Mawande Wellington	Ndema
Zenzele	Ndetse
Khehlana	Ndevu
Patani	Ndevu
Mancoba	Ndey
Makhubalo	Ndeya
Soyiso Richard	Ndeyu
Mziwonke	Ndibongo
Ndiphiwe	Ndibongo
Elliot Lulamile	Ndikandika
Patrick Sonwabo	Nditisa
Zwelwile	Ndinto
Mxolisi	Ndita
Thembekile	Ndita
Petenje	Ndlala
Buntubunzima	Ndlanga
Makhaya	Ndlazulwana
Kulelemthini	Ndlebe
Daniel Bulelani	Ndlala
Ebenezer Ndawoyakhe	Ndlela
Gqumthela	Ndlela
Simphele	Ndlela
Zandisile Wellington	Ndlela
Jongilanga	Ndleleni

Phumeliso William	Ndlumbini
Jongilizwe	Ndobeni
Ngenepi	Ndobeni
Vuyane	Ndoda
Gratsi-Gratsi	Ndoko
Phathizizwe	Ndoloshe
Maitnge	Ndoneni
Shadrack Nkululeko	Ndongeni
Thafene	Ndovu
Vincent Khuboni	Nduku
Sizintkiwe	Ndulu
Buyile	Ndumela
Danistile	Ndumela
Tembani	Ndumiso
Julius Mbambezeli	Ndunge
Sydeney	Ndunge
Kutlwano Bennet	Ndwane
Tseko Ouda Joseph	Ndwani
Mbuliso Morgani	Ndyenga
Mzukisi Theophus	Ndyokomba
Zeboni	Ndyokomba
Kholisile John	Ndzeki
Mbuyiseli Lenford	Ndziba
Tembekile	Ndziba
Bongani Nelson	Ndzimande
Maqalaza	Ndzindzwa
Ntshiba Bethwell	Ndzipho
Filiphi	Nekemfu
Kwekwana	Nelani
Sibisi Tobias	Nelson
Mntsondu	Nenemba
Themba	Nenemba
Letsoa Bennet	Net
Buruzwabale	Ngabani
Mvikelelwa	Ngabiyeza
Thembelani	Ngaboni
Khuhlekile	Ngadana
Mzimkulu Kleinboof	Ngaka
Makuo	Ngakane
Thabo	Ngakone
Uyibidiyala	Ngaleka
Mzikayise Hamelton	Ngaliman
Sontsengane Elliott	Ngangafa

Lungisile	Ngantheni
Jikile	Ngaveli
Zanemvula	Ngaveli
Zalisile	Ngaveli
Vuyisile	Ngazine
Beirde Joseph	Ngangaye
Mthuthuzeli Livingstone	Ngawa
Bazinary	Ngceba
Magwangama	Ngceke
Mzano	Ngcingane
Zwelilungile	Ngcingi
Patrick Mthokozisi	Ngcobo
Wiseman Mbuyiselo	Ngcobo
Zamile Amos	Ngcosini
Mziwakhe Edward	Ngcukana
Ronald Jwaki	Ngcukana
Vumile	Ngcwatywa
Magumede	Ngcwe
Maxwell Nkoomuzi	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
Tshofiso	Ngolanane
Ranavele	Ngobozi
Mandlenkosi	Ngoli
Kepetile	Ngoma
Macdonal Madondile	Ngoma
Madoda Doctor	Ngoma
Mziwamadoda Johnson	Ngoma
Ndzhende	Ngoma
Lawrence Mngedisi	Ngondo
Ngcingo Stame	Ngongo
Zilindile	Ngongoto
Mlandeni	Ngonyama
Mpumelelo Sidwell	Ngooli
Bonginkosi Oswald	Ngooza
Adolphus Zamukulunga	Ngoozi

Kayindoda	Ngozi
Tobekile Nicolas	Ngqakavu
Malizo	Ngqanyana
Vakutshiwo George	Ngqayimbana
Jackson Ngxeke	Ngqayiyana
Tembekile	Ngqekula
Tibazimali	Ngqela
Didimus	Ngqeleni
Funo Albert	Ngqengqa
Perikile	Ngqiwa
Mawonga	Ngqokelela
Kwesi	Ngqongwa
Mgwelyana	Ngqovula
Wellington Mkeke	Ngqu
Moliya	Ngquba
Jongikaya	Ngqumane
Mdanjelwa	Ngqunga
Khontolo	Ngqwangele
Johannes Mhlupheki	Ngubeni
Bonginkosi Alphins	Ngubo
Shepherd Maomani	Ngubo
Joseph Mngeriseni	Ngudle
Mzimkhulu Gladstone	Ngudle
Magquwa	Nguduza
Gerald	Nguse
Laornad Simphiwe	Nguse
Zacharia	Nguse
Tembekile Nkwenkwe	Ngwadla
Mkhuneli Welcom	Ngwandi
Luxolo	Ngwane
Vumile	Ngwariya
Bobl Vuyisile	Ngwendu
Mphuthumi Arthur	Ngwenya
Mzimkulu	Ngwenze
Christopher Muumisi	Ngxameleni
Mpiyakhe	Ngxebeza
Mpathi	Ngxeke
Felix Da Graca Simao	Nhantumbo
Mafheka Samuel	Nhlapo
Mlatha	Nhonho
Nyafhele	Nikelo
Simphiwe Thomas	Nikwe
Qhusheka	Nino
Vuyisile	Njangele
Jusaka Joseph	Njangweni



Zincedile	Njena
Makhosandile	Njenge
Vellie Hamilton	Njengele
Mvumbi	Njikela
Mkolisi	Njikili
Mazisiwe	Njili
Thembinkosi Nelchlon	Njilo
Zazunzi Bernard	Njobe
Mzwandile	Njombela
Vuyisile	Njombela
Ncedani James	Njova
Nontuluza	Njozela
Bonginkosi Goodwill	Nkabane
Mabetschwana	Nkabangane
Seboea Aloysius	Nkabi
Zontsile	Nkabi
Sapayi Peter	Nkamela
Seboko Paulosi	Nkaobehe
Nyelle Joseph	Nkota
Marayi	Nkacayi
Molise	Nkani
Lerato Joseph	Nkeane
Kholakele	Nkebe
Mtutuzeli	Nkebe
Xolani	Nkebe
Zamva	Nkebe
Richard Habafance	Nkaka
Mbangiswa Thirties	Nkela
Stoto Michael	Nkepu
Nchanyana	Nkesana
Mashiya Elias	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
Saxiso Crawllias	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	Nkongana
Tanduxolo	Nkonzo
Sponono Louis	Nkopane
Letska	Nkoro
Dickson	Nkopsentsha
Nqasha Ephraim	Nkosi
Cofatsiye Elliot	Nkothe
Templeton Tamba	Nkothe
Madoda	Nkothobe
Motialepula Simon	Nkoto
Kita Alpheus	Nkowane
Mzuvukile Gando	Nkula
Mzimkhulu	Nkume
Thamsanqa Henry	Nkungu
Mzwandile Nelson	Nkunkuma
Dicemba	Nkuntele
Samuel Lobian	Nkunyane
Kolone	Nkutu
Lonwabo	Nkuzo
Tehidiso Steven	Nkwanyane
Douglas Mlahleni	Nkwitshi
Mabiso	Nnete
Sithile	Nobangela
Pikiseni	Nobem
Mbangeni	Nobenzu
Mankenfu	Nobenzuthi

<b>Xolani</b>	<b>Nobomvu</b>
<b>Claimant Mzwamadoda</b>	<b>Nobongoza</b>
<b>Sikumbuzo</b>	<b>Nobongoza</b>
<b>Fokweni</b>	<b>Nobula</b>
<b>Zibonise</b>	<b>Noconjo</b>
<b>Samson Sweligama</b>	<b>Nodada</b>
<b>Thanducolo</b>	<b>Nodada</b>
<b>Mahlwayi Sam</b>	<b>Nodayinge</b>
<b>Makhwenkwe</b>	<b>Nododa</b>
<b>David</b>	<b>Nofelithi</b>
<b>Siya bulela</b>	<b>Nogaga</b>
<b>Sinakile Joseph</b>	<b>Nogenge</b>
<b>Mlungisi</b>	<b>Nogoba</b>
<b>Dlegwana</b>	<b>Nohaba</b>
<b>Makwedini</b>	<b>Nohaba</b>
<b>Milton Bantu</b>	<b>Nojika</b>
<b>Norman</b>	<b>Nokama</b>
<b>Wiseman Nketengeni</b>	<b>Nokhwe</b>
<b>Tumaole</b>	<b>Noko</b>
<b>Tumo</b>	<b>Noko</b>
<b>Mpho</b>	<b>Nolane</b>
<b>Sello</b>	<b>Nolone</b>
<b>Nongqoza</b>	<b>Nomaleshe</b>
<b>Michaeliso Zimisele</b>	<b>Nomanzoyiya</b>
<b>Tembile Elliot</b>	<b>Nomaqaga</b>
<b>Carrots</b>	<b>Nombanga</b>
<b>Khulile</b>	<b>Nombengula</b>
<b>Mthethunzima Headman</b>	<b>Nombewu</b>
<b>Tembelihle Templeton</b>	<b>Nombewu</b>
<b>Manelisi Brick</b>	<b>Nombila</b>
<b>Matshipeni</b>	<b>Nomdzoyi</b>
<b>Mzamothesidi</b>	<b>Nomkhe</b>
<b>Makhaya</b>	<b>Nomnyama</b>
<b>Hlekilana</b>	<b>Nompeka</b>
<b>Maquithwana Wellington</b>	<b>Nompiyo</b>
<b>Sikwenkwe</b>	<b>Nomsobo</b>
<b>Mphathelwa</b>	<b>Nomsuka</b>
<b>Milani Saul</b>	<b>Nomtawu</b>
<b>Galelekile John</b>	<b>Nomoto</b>
<b>Jackson Thembari</b>	<b>Nomtsheke</b>
<b>Mantshontshwarig</b>	<b>Nomtyaka</b>
<b>Dumisani</b>	<b>Nondima</b>
<b>Siganizwa</b>	<b>Nondima</b>
<b>Sivangu</b>	<b>Nondima</b>
<b>Bongani</b>	<b>Nondula</b>

Nkophe	Nondula
Khandeshe	Nongalo
Tembinkosi Samuel	Nongalo
Julafula	Nongwayi
Dontsa	Nongede
Gadula	Nongogo
Nontu	Nongoloza
Makwenkwe	Nongongo
Zama Bethwell	Nongubo
Mzwebango Enoch	Nongwedle
Alexander Singwamba	Nonjiko
Solomzi David	Nonkevu
Motwabeli	Nonkonyana
Sithembele Lennox	Nonkonyana
Mvelahwa	Nonkwelo
Ban gela	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
Bontsile Philemon	Norushe
Blom	Nosenga
Thobela	Noswili
Tolakele	Notayi
Gcininkosi	Notha
Lulekile	Notimba
Suthing	Noto
Mayehle	Notumunu
Nkosekhaya	Notyasi
Nkosiyedwa	Nowbolo
Armstrong Pili	Noxeke
Dannson	Norozo
Jongikaya	Nqaba
Tebe Nelson	Nqabelele

<b>Tau</b>	<b>Nqabeli</b>
<b>Thembisile</b>	<b>Nqabeni</b>
<b>Phathizizwe Lizo</b>	<b>Nqala</b>
<b>Sipotsela</b>	<b>Nqanathi</b>
<b>Lindela Crosby</b>	<b>Nqamla</b>
<b>Mputumi</b>	<b>Nqikela</b>
<b>Bonginkosi Emmanuel</b>	<b>Nqodi</b>
<b>Makhenke</b>	<b>Nqoko</b>
<b>Bonginkosi</b>	<b>Nqukulwana</b>
<b>Lumkile</b>	<b>Nqukulwana</b>
<b>Vetile</b>	<b>Nqunga</b>
<b>Isaac Zitulele</b>	<b>Nqwebo</b>
<b>Wexile</b>	<b>Nqwalo</b>
<b>Mzwandile Headman</b>	<b>Nqwiliso</b>
<b>Vukile Sydney</b>	<b>Nqwiliso</b>
<b>Mlungisi</b>	<b>Nqwiliso</b>
<b>Mandlakayise</b>	<b>Ntaba</b>
<b>Khopiso</b>	<b>Ntabane</b>
<b>Sonti Martin</b>	<b>Ntabane</b>
<b>Sonti Martin</b>	<b>Ntabane</b>
<b>Mzadini</b>	<b>Ntabayitshi</b>
<b>Mtsoa</b>	<b>Ntabekhaya</b>
<b>Napo Heris</b>	<b>Ntal</b>
<b>Bofelo Phillip</b>	<b>Ntalenyane</b>
<b>Mzwandile Elvis</b>	<b>Ntamo</b>
<b>Bambekile</b>	<b>Ntandani</b>
<b>Alfred</b>	<b>Ntanta</b>
<b>Zitumele Wilson</b>	<b>Ntanta</b>
<b>Kubekile</b>	<b>Ntantala</b>
<b>Mtethiswa</b>	<b>Ntantana</b>
<b>Nelson Sandi</b>	<b>Ntantiso</b>
<b>Sanele David</b>	<b>Ntantiso</b>
<b>Themblizwe John</b>	<b>Ntantiso</b>
<b>Norman</b>	<b>Ntebe</b>
<b>Molahlehi</b>	<b>Ntebele</b>
<b>Mantvintyana</b>	<b>Ntelezi</b>
<b>Zamani Chemist</b>	<b>Ntelezi</b>
<b>Joseph Thooe</b>	<b>Ntelo</b>
<b>Thabo Sylvester</b>	<b>Ntelo</b>
<b>Alfred Luvuno</b>	<b>Ntentesa</b>

Ralipesho	Ntsepe
Sandile	Ntethe
Sello Alphonse	Nthafane
Thabo	Nthako
Mojalefa	Nthane
Ramatsenke	Ntubane
Nathnael Mosemphehe	Nthunya
Tseliso Henry	Nthunya
Mohlomi Klitchner	Ntilani
Noyeye	Ntimba
Mvakalewa	Ntimbashe
Mofletsai	Ntirosi
Letallane	Ntisana
Koali Zakia	Ntja
Lillo	Ntjana
Temekoane	Ntjelo
Moshoeshe Elias	Ntjona
Zakele	Ntjabali
Seabata Benet	Ntialoe
Bantubakhe	Ntlangani
Msingafuwa	Ntlatywa
Mnonopeli	Ntletwana
Tsaliso Joseph	Ntlanakoe
Roger Petrus	Ntlanakwe
Ntaka	Ntshure
Mepheri	Ntshoshe
Mohlolo Maluke	Ntlou
Tsitso	Ntlou
Eiton Sicele	Ntluhe
Ndabazabantu	Ntluhe
Thozamile	Ntluhe
Slipho	Nto
Chithelo Dumisa	Ntobako
Ntombela	Ntoboyi
Bofihla	Ntoko
Kamohelo Mpota	Ntoko
Rethabile	Ntoko
Seabata Johannes	Ntoko
Mohajane Zacaria	Ntokoane

Bekizanzo	Ntomose
Sizakele	Ntonga
Kofile Elliot	Ntomi
Albert	Ntontela
Elliot Zanempi	Ntozini
Mzwake	Ntozini
Linda Walters	Ntsada
Masiza	Ntsada
Zulu Bodi	Ntsalaze
Nchanyana	Ntsana
Molati	Ntsane
Ntseko	Ntsata
Saziso Sam	Ntsabentsebe
Bobby Mhlavifani	Ntsabeza
Ntsau	Ntsekele
Wellington Malizola	Ntsele
Jongambulu	Ntsenge
Nyamendlini Theophilus	Ntsenge
Sehlinyane Johannes	Ntseo
Tau	Ntseone
Soyiso	Ntsete
Mawethu Justice	Ntshakaza
Ntsidi	Ntsham
Sam Ntosolo	Ntshangase
Bhobho Chriford	Ntshanka
Doubleton	Ntshiba
Mawethu	Ntshiba
Nkosifikele Elliot	Ntshingila
Ndoyisile Philemon	Ntshobodi
Aaron Bacweni	Ntsidi
Mhlanga Abednigo	Ntsizwa
Makone	Ntsoei
Mafa	Ntsoane
Thabiso	Ntsoane
Ramotsoane	Ntsoau
Ntsokoane	Ntsohi
Ntabelanga	Ntsoke
Tsokolo Germond	Ntsonyana
Letsatsi	Ntsubu
Vuyo	Ntsundukazi
Mzameli	Ntuba
Majikela Johnson	Ntuka
Thabang Paulus	Ntulo

William Velabuze	Ntulo
Malefetsane Petrus	Ntuntu
Elliot Wefile	Ntuta
Malikeni Mthawungeru	Ntwayikho
Buyisile	Nunu
Mncinci Jeremiah	Nkasana
Bonakela William	Nxele
Sebenzile	Nxele
Mzwandile Alvin	Nxongo
Sipho	Nxuku
Zakhele	Nxuku
Mathews Motsapi	Nyabela
Sabata	Nyafane
Lepagoo	Nyakane
Thembile William	Nyamakazi
Peterson Sikhumbuzo	Nyamana
Vuyani	Nyameli
Mdumiseni	Nyanga
Linda Osmond	Nyangiwe
William Makhosonke	Nyangiwe
Mongezi Voeltje	Nyanzani
Siphesihle	Nyase
Letsema Jakobo	Nyapholi
Mthandiswa Mtozitandayo	Nyathela
Manguzana Elliot	Nyati
Mboniseni Mpandlana	Nyawose
Oti Nathanael	Nyelele
Zibonele	Nyembe
Dumiseni	Nyiba
Malekani	Nyobangosana
Tyantoni	Nyoka
Khombisile Milcom	Nyokana
Mtutuzeli Joseph	Nyokana
Mzwakhe Majestic Nyokana	Nyokana
Phillip Lonzi	Nyolo
Harris Mzilikazi	Nyongwana
Mzwamandla	Nyosana
Zwelihle	Nyosi
Mpinsha	Nyovane
Sinandile James	Nyubaiya
Mfazweni Abednego	Nyuliwe
Kwebizandla	Nzala
Zama	Nzeku



Vizard Vuyani	Nzima
Michangeli	Nzimela
Myezo	Nzoyiya
Mchithwa	Nzule
Monwabisi Glenton	October
Teboho	Oele
Sipho	Ofisi
Oeme	Ohithile
Goloza	Ompi
Khephesi	Ompi
Magobo 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
Miami Elias	Payi
Mathaphooko Abraham	Peene
Bangani	Pekula
Zinakile Ramkat	Pekula
Napo Azuel	Pelea
Sicelo	Pepe
Monareng Francis	Peshoane
Mzoli Livingstone	Petani
Mziwamadoda Marshall	Peter
Nceba Vuyisile	Peter
Noni	Peter
Pakamile Gerald	Peter
Bonifile Headman	Petros
Mosopeu Paulos	Petros
Fuseliso Leonard	Petros
Sabelu	Petse
Nyekevu	Pewula
Boyce Peter	Peyi
Motlatse	Phafoli

Sepinare	Phahlabla
Ntomi Methews	Phakamile
Michael Shukumani	Phakamisa
Emmanuel Pheello	Phakane
Lehlohonolo Ebenezar	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 Sefoli	Pharela
Makoko	Phatela
Tamelani Victor	Phatfo
Tatelo	Phatsisi
Motsamai	Phatsoane
Tatelo Vincent	Phatsoane
Ntolo	Phesane
Khethang	Phafa
Habafanoe	Phako
Mahlomola	Phako
Matsociane	Phako
Matsociane	Phako
Sello Elijah	Phako
Tebello Pascalis	Phako
Tlake Oriel	Phako
Thukela John	Phakwa
Thembile Fikile	Phengane
Parkea Johannes	Phepheng
Silindile	Pherisa
Fanelo	Phillemon
Richard Tamsanqa	Phindo

Tsofheho Joseph	Pfiri
Petros	Pfirimana
Danile Jackson	Pfiko
Sampel Petrus	Phofi
Mosebi	Phofao
Katleho	Phokeng
Bofenyane	Pholo
Kristmesel Lesi Jim	Phondoyi
Walaza	Phono
Emmanuel Lemonomono	Phoofolo
Mare	Phoofolo
Rampinani Augustinus	Phoofolo
Thinna	Phoofolo
Motoba	Phororo
Leisema	Phosa
Phillip Tsepile	Phoso
Tsie Springkhan	Phumo
Mziwakhe Paulos	Phungula
Simon Makwenkwe	Phunguthu
Sithembile Petros	Phuthaza
Seiso Vincent	Phuthi
Thabiso Cenene	Pietl
Pil Alphonse	Pii
Richard Nkosiyaabo	Pikiso
Buolang	Pilokane
Mbuyiseli Albert	Piliso
Toti George	Pina
Luvuyo	Pinzi
Bartholomew	Pita
Bereng	Pita
Mokete Peterose	Pita
Mphatsoe	Pita
Tseliso Petrose	Pita
Andreas	Pitkoe
Francis Sabata	Pitkoe
Khalema	Pitso
Michael	Pitso

Moabi Gabriel	Pitso
Monaheng Phillip	Pitso
Mosalemane	Pitso
Motsamai	Pitso
Pitso Justinus	Pitso
Seabata	Pitso
Thabang	Pitso
Zakhele Ephaim	Pitso
Tamisaqa Wilson	Piyose
Xwangoxwangu	Plam
Mpucuko Island	Platyi
Mawabantu	Platyi
Thembisile David	Polisa
Palusente	Pondloti
Fani	Pondoyi
Mtoto Elvis	Pondoyi
Liphole Simon	Ponoane
Ndolangaye	Ponono
Zibowakhe	Ponoza
Mgutyana Morris	Ponti
Aupa	Pontula
Thabo Elia	Poone
Kaletya Geelbooi	Popi
Ntifi	Posholi
Samuel Seshophe	Posholi
Seturumane	Posholi
Mandla Archibald	Potetwa
Motsoane	Potseane
Mohau Joseph	Potsane
Elson Sozingane	Potso
Mizontsundu Eric	Potso
Vizinto	Potwana
Motepu Johannes	Poulo
Lungile	Pukameko
Mbuyiseli Headman	Pukwana
Joel	Pule
Malefetsane James	Pule
Pule	Pule
Pule Joseph	Pule

Judas Malebalusizi	Pumakade
Betram Ratsetsi	Putsosane
Gijimani	Qabithole
Ndabayidliwa	Qakaza
Dumile Enoch	Qalitsa
Xanduva Douglas	Qashani
Sendile Hamilton	Qashu
Ndiphiwe Albert	Qatha
Ndakuthini	Qayi
Bonakele	Qaziyana
Pao James	Qebiso
Elliot Zwelenkosi	Qekani
David	Qekele
Taeko	Qekoa
Andile	Qengqeleka
Wilson Malizo	Qenga
Zola President	Qeqe
Kenkesi	Qeteri
Mthuthuzele	Qhala
Peter	Qhalmi
William Mzingizi	Qheya
Makhosha	Qhoalane
Qhoali	Qhoali
Lekeba	Qhoene
Ndoyisile	Qhophole
Mayeza Geography	Qhwesha
Yekile	Qimgqoshe
Kayalile Sydwell	Qina
Vuyani	Qinga
Malwisa	Qishinduku
Telang Paulosi	Qoane
Thabiso Emmanuel	Qoane
Ziziliza Nelson	Qobani
Mhlobo	Qobo
Ngwenze Washington	Qodlwana
Johnson Macebo	Qokama
Mzwamadoda	Qoko
Daniel Mbulelo	Qokola
Vuyisile Simon	Qokola
Mzekandela George	Qokolo
Zimekara James	Qolo
Lindile	Qoma

Glorryfin Sigxina	Qomiyana
Lizo Greenland	Qomiyana
Lusizi Headman	Qononda
Zorwabele	Qoshwana
Nzwane	Qotoyi
Mnikazalwa	Qotyana
Velle	Qoyi
Mtuhuse 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
Mtshunna Elias	Qutu
Mitndeni	Qwasha
Soze James	Qwenga
Prince Timoli	Qwepu
Joe	Rabe
Kukwana Alfred	Rabi
Fisane	Raboshabane
Modupi Piet	Radebe
Vusumuzi	Radebe
Makalo Elliot	Raeliha
Penapena Raphael	Rajoela
Francis Levy	Rakabaele
Makosene	Rakabaele
Thuso	Rakabaele
Neo	Rakaunoane
Mogale Robert	Rakgoale
Mangali	Rakhajane
Tsilo	Rakhobane
Justice Thabang	Rakotsana

Philimon Mosala	Rakuoane
Tablo Henry	Rakuoane
Stutu	Rala
Vulunzi Arnott	Ralana
Bernard Ziziliza	Ralarala
Felix	Ralejoe
Teboho	Ralekato
Mostuna	Ralekhoaba
Malefetsane	Ralesoetsa
Daniel Mei	Ralethoko
Thato	Rallapeng
Johannes Theiso	Rallbuseng
Tau	Rallkaka'kala
Lisema	Rallkhomo
Mateana	Ralisomo
Bekinkosi Boole	Ramabele
Fusi Edward	Ramabele
Mogiti	Ramabele
Paleho Asael	Ramabele
Tifo	Ramabele
Elias Tsoenyane	Ramaema
Thabo	Ramsema
Paulosi Manong	Ramahali
Pitso Julius	Ramahlatse
Neo	Ramakabatane
Neo	Ramakatsa
Mojalefa	Ramakhuila
Ramokete	Ramakorigoane
Makalo Constance	Ramali
Swenka	Ramaota
Lebohane Bernard	Ramaele
Libe Patrick	Ramaele
Qaba Taole	Ramarikhoane
Azael Lekhabonyane	Ramaseli
Moflati	Ramashamole
Mulongoa William	Ramashamole

Sydwell	Ramathalapeng
Mofatsi	Ramatseka
Sechache	Ramatseka
Paul Motheo	Rametsi
Tsepe	Ramohai
Tello Abel	Ramohlane
Lesole Johannes	Ramohanoa
Mokone Ramohloli	Ramohloli
Ramochoemo	Ramokoatsi
Tsibolana	Ramokoatsi
Risane Sidwell	Ramokone
Muso	Ramokotiana
Puseletso	Ramokotiana
Sechaba Jacob	Ramolise
Molefe	Ramolula
Modupe William	Ramonotsi
Esia Tale	Ramoreboh
Teboho Paulus	Ramoshabe
Motseko	Ramoshanyana
Sekhotla Edward	Ramosito
Thabang	Ramotseki
Ntho	Ramothobi
Tema Shedrack	Ramotsoane
Thekiso Phindolis	Ramperi
Bolae	Ramphalla
Joanes Khutsoane	Ramphofu
Thapelo	Rampokanyo
Bambo	Ranayi
Sitembele	Ranayi
Lebohlang	Ranchobe
Meseyi Tyherith	Randall
Mohambi Moses	Rangane
Zandiquinga	Rangxa
Seifheko	Rankaea
Makalo	Ranketsa
Thabiso	Rankhakile
Saraha	Rankhetsoa



<b>Lekoro</b>	<b>Ranko</b>
<b>Mohloai</b>	<b>Rankomo</b>
<b>Thapelo</b>	<b>Rankomo</b>
<b>Tsoloane Jacob</b>	<b>Rankoro</b>
<b>Petrose</b>	<b>Rankunte</b>
<b>Sekate</b>	<b>Rantan</b>
<b>Haretsebe</b>	<b>Ranthoto</b>
<b>Thabang</b>	<b>Rantsho</b>
<b>Lebohang John</b>	<b>Rantsie</b>
<b>Anton Rantsho</b>	<b>Rantso</b>
<b>Neo</b>	<b>Rantso</b>
<b>Teboho Paul</b>	<b>Rants'o.</b>
<b>Mocheku</b>	<b>Rantsoti</b>
<b>Malefetsane</b>	<b>Ranyabane</b>
<b>Hopolang</b>	<b>Rapeane</b>
<b>Pitso</b>	<b>Raphala</b>
<b>Andrius Khomapholo</b>	<b>Rapoto</b>
<b>Sera</b>	<b>Raseboku</b>
<b>Sesheme</b>	<b>Raseboku</b>
<b>Tsoku</b>	<b>Raseboku</b>
<b>Mabitsa Ezekiel</b>	<b>Rasekoai</b>
<b>Motlatse Samuel</b>	<b>Rasekoai</b>
<b>Sekhorame</b>	<b>Raselepe</b>
<b>Mocketse</b>	<b>Rasethunisa</b>
<b>Ngoato</b>	<b>Rasethunya</b>
<b>Khephu</b>	<b>Rasmeni</b>
<b>Moekoli David</b>	<b>Rasmeni</b>
<b>Mofalentoa</b>	<b>Rathafashe</b>
<b>Mucedisi</b>	<b>Rawe</b>
<b>Ntutu</b>	<b>Raxoth</b>
<b>Bigboy</b>	<b>Rebatame</b>
<b>Ningi</b>	<b>Rebexa</b>
<b>Lehlohonolo Petrus</b>	<b>Rlee</b>
<b>Richard</b>	<b>Rigala</b>
<b>Siphiso Bernard</b>	<b>Rigala</b>
<b>Steel Mandlakayise</b>	<b>Rigala</b>
<b>Mkenkese</b>	<b>Riligwa</b>
<b>Mbuyiseli Samson</b>	<b>Ricana</b>

Mziwake Partny	Robi
Zanemvula	Rola
Gamalipheli	Rona
Zingisile	Rono
Mziwakha	Roto
William	Royi
Molvern	Rozana
Mawanga 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
Thembiile	Sahluke
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	Samzul
Nkosiphendule	Sampepe
Sello	Sana
Logerman	Sanda
Makhebo	Sandawana
Zinyusile	Sandlana
Bulana	Sankatane
Masasa	Santi
Linda Caswell	Sapepa
Mburula Patrick	Sapepa
Ben	Saghwiti
Karsile	Satani
Koto Piet	Saul
Pakiso	Saull
Marimfana Joe	Savu
Itumeleng Edwin	Seate

Lepolesa	Sebele
Machipisa	Seboka
Sehlabo	Sebolal
Mona	Seeko
Motseki	Seeko
Polao Vincent	Seeko
Maruping Abel	Seekoel
Thuso Manuel	Seetane
David Motialethabo	Sefalane
Malefane	Sefali
Thabo	Sefali
Tomatso	Sefali
Tsekiso Michael	Sefali
Jacob Tabalo	Sefahle
Nsengabantu	Sefale
Thabiso	Sefika
Michael Tankiso	Sefoloko
Tsangoane Solomon	Sehahle
Tseliso Lawrent	Sehlabo
Nchitje	Sehlahla
Tsotang	Sehlatsana
Sechaba	Sehloho
Seabata	Sehobai
Kagiso	Seiso
Jane	Seithati
Machaena	Seithari
Moeketsi Simon	Seithoko
Mpotsane	Sejake
Pesola Antone	Sejake
Pusi Benedict	Sejane
Sejojo	Sejojo
Boholo Abraham	Sejosengoe
Mpiti	Sekake
Letlhuising Daniel	Sekaleli
Pontso Clementi	Sekaleli
Reentseng Joseph	Sekatie
Petros Manase	Sekaleome

<b>Nyeli</b>	<b>Sekete</b>
<b>Sello</b>	<b>Sekete</b>
<b>Justice Sebolai</b>	<b>Sekgopa</b>
<b>Francis Khalefo</b>	<b>Sekhabisa</b>
<b>Maima</b>	<b>Sekhanisa</b>
<b>Kakalesoe</b>	<b>Sekhoacha</b>
<b>Moepanyane</b>	<b>Sekhoacha</b>
<b>Thabang Johannes</b>	<b>Sekhobo</b>
<b>Moshoeshe</b>	<b>Sekhonyana</b>
<b>William Mokgabela</b>	<b>Sekhonyana</b>
<b>Lithakong Samuel</b>	<b>Sekhosana</b>
<b>Neo Bernard</b>	<b>Sekhosana</b>
<b>Maseribane</b>	<b>Sekosi</b>
<b>Manti</b>	<b>Sekoala</b>
<b>Caswell Phole</b>	<b>Sekoati</b>
<b>Johannes</b>	<b>Sekobi</b>
<b>Lanka Albert</b>	<b>Sekoboto</b>
<b>Vincent</b>	<b>Sekonyela</b>
<b>Mohapi Benet</b>	<b>Selahla</b>
<b>Teboho</b>	<b>Selai</b>
<b>Ephraim Sello</b>	<b>Selane</b>
<b>Mzongwana</b>	<b>Sela</b>
<b>Sediboko States</b>	<b>Selebalo</b>
<b>Simon Tsapiso</b>	<b>Seleke</b>
<b>Hlolo</b>	<b>Selepe</b>
<b>Ranketsi</b>	<b>Selepe</b>
<b>Tseko Gordon</b>	<b>Selepe</b>
<b>Ntoko Esiah</b>	<b>Seliane</b>
<b>Tseko Nathaniel</b>	<b>Selibo</b>
<b>Lefa</b>	<b>Sello</b>
<b>Mahlomola</b>	<b>Sello</b>
<b>Maoma Zakaria</b>	<b>Sello</b>
<b>Mokahlane</b>	<b>Sello</b>
<b>Mokhatinyane</b>	<b>Sello</b>
<b>Mosiua</b>	<b>Sello</b>

Raphael	Sello
Sello	Sello
Thabiso	Sello
Thabo	Sello
Nt'senona	Semenyane
Monaheng Nephtali	Semoko
Katiba Mathin	Senatia
Thabang William	Senatsi
Lefa Johannes	Senekane
Koeli	Senopo
Thabang Sidwell	Sentsio
Tello Pascalis	Senyane
Johannes Kaku	Senyarela
Kulaba Edwin	Seoehla
Lenka	Seoehla
Seabata	Seotsanyane
Mohlaoli David	Sepae
Tlotliso Bernard	Sepakane
Sekonyela	Sepapane
Solomon	Sepelene
Sephaka	Sephaka
Joseph Nkereu	Sephelane
Lesalla	Sephelane
Molefe	Sepiriti
Madabe	September
Poloti	September
Nqhoaki	Seqholo
Moeketsi	Seqoloana
Simon Tliliso	Serobanyane
Joseph	Seseinyana
Motoloane	Seososa
Moeti Josiase	Setaka
Ts'epo.	Setaka
Ntsoelakhosi	Setala
Ramoratuca Skanis	Setebe
Molefi Elias	Setefane
Douglas	Seteni
Teotileho Francis	Sethabathaba
Thabang Abraham	Sethathi

Habofanoe Petrose	Setho
Mosa	Setho
Thabang	Sethoka
Stillo Ismael	Sethonga
Lekhoasa	Setloboko
Thabo	Setlolela
Tokelo Michael	Setofele
Pitso	Setona
Thabang Ernest	Setsoa
Joseph Sebonoang	Setsohi
Mapetsu	Seven
Qiyongo Johnson	Sezela
Lenyoko Oriel	Shakhane
Thuso	Shale
Phatsisi	Shampene
Abednego Mooketsi	Shasha
Christopher Lebohlang	Shasha
Mohlouoa	Shasha
Ntsoipi Albert	Shasha
Mahlomola	Shata
Phakisi Nathaniel	Shosa
Sello Sekhola	Shemane
Nyakallo	Sheshe
Tembekile	Shiabane
Eric Mhlakunzima	Shinya
Te'eliso Sethole	Shololo
Lizo Alfred	Shongolo
Peko	Shota
Macini	Shumane
Makhuza Dandel	Shumane
Felix Bongani	Shwaimba
Lungisa Benedict	Shwaimba
Sergeant Kolisile	Shweni
Makhosini Nicholas	Sibanya
Ngoato Emmanuel	Sibi
Phalezwani	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	Sifumbe
Libangile	Sigaba
Pumamelale	Sigamla
Marash	Siganga
Eliot Mbuyiselo	Sigidi
Kwayiyo Simon	Sigidi
Busman	Sigilimi
Jackson	Sigoni
Mubzeni	Sigoxo
Farrington Nzamela	Sigwill
Sibona	Sigxasahagu
Ndlwana Stevens	Sihlani
Zolani	Sihoyiya
Mncedisi	Sijadu
Mbuyiselo Algeon	Sijako
Simanga Michael	Sijentu
Tose Shadrack	Sijona
Moligini	Sikafo
Wellington	Sikade
Mack	Sikayi
Mhleli 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
Dikidila	Silahlekkana
Kamohelo	Silase
Mhleli	Sileyi
Bestile	Silimela
Leadwell	Silo
Ntuzeti Rencard	Silo

<b>Mindini</b>	<b>Siloko</b>
<b>Nkosinathi Joseph</b>	<b>Silolo</b>
<b>Bonisiile</b>	<b>Silwanyana</b>
<b>Mbumba</b>	<b>Silwanyana</b>
<b>Falithenjwa Benjamin</b>	<b>Simangali</b>
<b>Makosandile</b>	<b>Simayi</b>
<b>Makamusa</b>	<b>Simayile</b>
<b>Mbelekwa</b>	<b>Simayile</b>
<b>Meleni</b>	<b>Simayile</b>
<b>Milton</b>	<b>Simayile</b>
<b>Alfred Ketl</b>	<b>Simazi</b>
<b>Meokoli</b>	<b>Simile</b>
<b>Mpondomisa</b>	<b>Similo</b>
<b>Dongwana</b>	<b>Simovawa</b>
<b>Rangqoyi</b>	<b>Sinda</b>
<b>Mtsheteli</b>	<b>Sindani</b>
<b>Mncedisi</b>	<b>Sineke</b>
<b>Tipoti Aron</b>	<b>Singenge</b>
<b>Ntshwana</b>	<b>Sinkampese</b>
<b>Zimtsile</b>	<b>Sinopholo</b>
<b>Thembekile</b>	<b>Sinyakeza</b>
<b>Eric Sigidla</b>	<b>Sinyoni</b>
<b>Siteneni</b>	<b>Sipatata</b>
<b>Sydwel Mzimkulu</b>	<b>Siphamba</b>
<b>Vuyani</b>	<b>Siphuka</b>
<b>Dumlsani Lennox</b>	<b>Sipika</b>
<b>Mzwamandla</b>	<b>Sipoko</b>
<b>Khobliwe</b>	<b>Siqua</b>
<b>Magobha</b>	<b>Siqhaza</b>
<b>Velesazi Richard</b>	<b>Siqoshe</b>
<b>Bhotola</b>	<b>Siqotyana</b>
<b>Lizo</b>	<b>Siranza</b>
<b>Mlungisi</b>	<b>Sirenye</b>
<b>Patuna</b>	<b>Siruna</b>
<b>Gangatha</b>	<b>Sisulu</b>
<b>Mobry</b>	<b>Siswana</b>
<b>Magunya</b>	<b>Sitelo</b>
<b>Lindisile Vuyani</b>	<b>Siteti</b>
<b>Motu</b>	<b>Siteto</b>
<b>Ernest Phakoe</b>	<b>Sithathi</b>
<b>Mdelana</b>	<b>Sithende</b>
<b>Wintsi Robert</b>	<b>Sithetha</b>
<b>Mvuyo Peter</b>	<b>Sithetho</b>
<b>Myekeni</b>	<b>Sithokothela</b>
<b>Awade Bongani Sitole</b>	<b>Sitole</b>



Hhleklele	Sitshayinkosi
John	Sitshixo
Mabala Alfred	Sitshongaye
Elliot Kaizer	Situ
Jikindaba	Sitututu
Thembekile	Sitwana
Pauseman	Sityebi
Bongani Leonard	Siwundla
Thembisile Aaron	Sixaka
Bayete	Sityila
Vandana	Sityila
Hamilton Stoshi	Siyo
Phumelalo Solitasi	Siyocolo
Bayile	Siyoko
MbuyiseIwa	Sizani
Mchithakalo John	Sizani
Bongani Isaac	Skade
Madodana	Skeyi
Vundile Michael	Sikoni
Tukwana	Siere
Moses	Sloti
Tukunyane Petrosi	Smit
Phillip Pintsolwana	Smiti
Mohlalefi	Snymes
Thabiso	Soai
Ntandazo	Sobanti
Mabali Nelson	Soba
Mzwandile	Sobetwa
Lebohang	Sobo
Albert Mzikayise	Sobudula
Mziwabantu Patrick	Socishe
Amos	Sodiaka
Velelo	Sofika
Raphoka Phlimon	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 Ostel	Solane
Lungephi	Solani

Zongezile	Solani
Nogwadina	Soli
Nkosinathi	Solontsi
Tobiso John	Solwandle
Gungubele Churchill	Somadlangati
Titiya Siyabulela	Somakhwabe
Zandisile	Somakhwabe
Noabulela Wilson	Somakhwabe
Velelo	Somalotso
Yubi	Somana
Mahonono	Somathika
Phumuzile	Sondaka
Mbangiswa	Sondizela
Elliot Sthembale	Somfaka
Mayekiso	Songidi
Mzuyikile Howard	Somhlahlo
Thandisile	Somitsi
Devulake	Somntshengula
Zibangile Richard	Sompa
Luvuyo Manene	Somthi
Gladman Macedisi	Somthunzi
Mlindi Hardson	Somsewu
Sondaha	Sondaha
Vulisango	Songca
Bridgman Bangiliz	Songo
Lumkile Michael	Songololo
Veliboy	Sonjca
Patiseng	Sonki
Sendelakhe	Sonkosi
Ndoyisile Alfred	Sonkwenye
Sebenzile	Sonkwenye
Mohanona	Sonopo
Mbengenl Joseph	Sontangana
Zithulele	Sontundu
Tshapile Michael	Sonyongo
Wellington Phumzile	Sool
Saphusela	Sophini
Dudu James	Soposi
Sabelo Benjamin	Sotsaka
Zwelbrolie	Sotahantshi
Stamkoko	Sotisozi
Noqhiza	Sotu
Mxolisi	Sotnko

<b>Gilbert</b>	<b>Sotwili</b>
<b>Grugu</b>	<b>Sochentsa</b>
<b>Stambele Clifford</b>	<b>Soyamba</b>
<b>Mithetumzima Johnson</b>	<b>Spelman</b>
<b>Neo</b>	<b>Sphelane</b>
<b>Tamsenqa Morris</b>	<b>Spopo</b>
<b>Douglas</b>	<b>Solki</b>
<b>Samuel Rosana</b>	<b>Stemer</b>
<b>Sihoyana</b>	<b>Steven</b>
<b>Nkosinathi Standford</b>	<b>Stose</b>
<b>Griffiths</b>	<b>Stungu</b>
<b>Lwayiphi Kismond</b>	<b>Stuurman</b>
<b>Mandla Sherperd</b>	<b>Stuurman</b>
<b>Qondikhaya</b>	<b>Stuurman</b>
<b>Zenzele</b>	<b>Sokude</b>
<b>Magungqu Simon</b>	<b>Sulwana</b>
<b>Tamsenqa Eric</b>	<b>Sunduza</b>
<b>Mona</b>	<b>Sunduzwayo</b>
<b>Petshwana Edward</b>	<b>Supu</b>
<b>Mxolisi Herbert</b>	<b>Swaartbooi</b>
<b>Phakamisa</b>	<b>Swaartbooi</b>
<b>Khabo</b>	<b>Taaso</b>
<b>Khotso</b>	<b>Taaso</b>
<b>Mohlomi Michael</b>	<b>Taeli</b>
<b>Paone</b>	<b>Tamane</b>
<b>Tholanzima</b>	<b>Tamane</b>
<b>Mozwandile Scot</b>	<b>Tafane</b>
<b>Tahleho Julius</b>	<b>Tahleho</b>
<b>Simon</b>	<b>Taka</b>
<b>formerly Ndotswana</b>	<b>formerly Zwelakhe</b>
<b>Takana</b>	<b>Takana</b>
<b>Moloi</b>	<b>Takane</b>
<b>Mtutuzeli</b>	<b>Takane</b>
<b>Mmangalelwa</b>	<b>Talabana</b>
<b>Tembekile</b>	<b>Talabana</b>
<b>Kholekile</b>	<b>Talatale</b>
<b>Zilingele</b>	<b>Taliwe</b>
<b>Tibane</b>	<b>Talla</b>
<b>Joel Motite</b>	<b>Tamane</b>
<b>Motumi</b>	<b>Tana</b>
<b>Michael</b>	<b>Tangu</b>
<b>Mocketsi</b>	<b>Tanunu</b>
<b>Tarikiso</b>	<b>Tanunu</b>

<b>Tsefang</b>	<b>Tanuna</b>
<b>William Fudumele</b>	<b>Tatana</b>
<b>Borata</b>	<b>Taunyane</b>
<b>Tebalo Clement</b>	<b>Tawana</b>
<b>Mpandiana Nelson</b>	<b>Tayi</b>
<b>Lungisile Michael</b>	<b>Tayo</b>
<b>Motiatsi</b>	<b>Tebele</b>
<b>Lekeba</b>	<b>Tebello</b>
<b>Nshwalantshwala</b>	<b>Tebeni</b>
<b>Mase</b>	<b>Tefa</b>
<b>Ntala Michael</b>	<b>Tefo</b>
<b>Milton</b>	<b>Tekula</b>
<b>Mantontsi Joseph</b>	<b>Telle</b>
<b>Thabiso Samuel</b>	<b>Telite</b>
<b>Moeke Andrea</b>	<b>Tembela</b>
<b>Thabo Bernard</b>	<b>Teme</b>
<b>Khetutsa</b>	<b>Tenabatho</b>
<b>Seabata Simon</b>	<b>Tenei</b>
<b>Leon</b>	<b>Tengile</b>
<b>Bishop</b>	<b>Tenza</b>
<b>Zakaria Tello</b>	<b>Teral</b>
<b>Mlahlwa Collins</b>	<b>Tesmela</b>
<b>Mpoyi Grey</b>	<b>Teto</b>
<b>Richmond</b>	<b>Teyise</b>
<b>Kamoho Nathanael</b>	<b>Thaeie</b>
<b>Lescoe</b>	<b>Thaba</b>
<b>Likoekoe</b>	<b>Thaba</b>
<b>Luka</b>	<b>Thabakhoana</b>
<b>Teboho</b>	<b>Thabana</b>
<b>Mohapi</b>	<b>Thabiso</b>
<b>Mollea</b>	<b>Thabo</b>
<b>Molotsi</b>	<b>Thabo</b>
<b>Khethang Emmanuel</b>	<b>Thaele</b>
<b>Ezekiel Khifane</b>	<b>Thafeng</b>
<b>Tau</b>	<b>Thafeng</b>
<b>Hopolang</b>	<b>Thai</b>
<b>Madoda</b>	<b>Thai</b>
<b>Mako</b>	<b>Thakaleuka</b>

Daniel Seabeta	Thakamakau
Hlabisi James	Thakeng
Moeketsi	Thakholi
Monaheng	Thamae
Moruti Mathias	Thamae
Motseki	Thamae
Solomane	Thamae
Toka	Thamae
Tsabalira	Thamae
Totiso	Thamae
Moshe Mathibela	Thamahane
Ntsoebeane	Thamare
Ndawuzakhe	Thamba
Mofereferere Andrease	Thamana
Phallang Camillus	Thantsi
Mogale	Thatho
Seqobela	Thatho
Taniso Paul	Thatho
Velle	Thayi
Adam	Thebe
Pusetso	Thebe
Sebuse	Thebe
Ramahetlana	Thabele
Pheiso	Thakiso
Majara Emanuel	Thoko
Alphonse Mathala	Thelelane
Tahlo David	Thelingoane
Roqwana	Themba
Grey	Thena
Phapang	Thetsane
Alfred Thetso	Thetso
Mantu	Thetso
Lejone	Thibatsane
Pikile	Thile
Pitso	Thipe
Tokalo	Thobala
Moiso Samuel	Thobane
Molahlehi	Thole
Lekhetso	Tholo

Alex Byang	Thomas
Ntsikelelo Andrew	Thomas
Siza	Thomas
Molefe	Thoriase
Tseliso Japi	Thothoma
Khalasha	Thousand
Thulo Spencer	Thulo
Tseliso Edwin	Thulo
Mokhele Nathnael	Thuloane
Msabi Geelbooi	Thundezwa
Siyabonga	Thunu
Mokotsane Leonard	Thuso
Mrameni	Thutane
Tello	Thunbe
Palo	Tieli
Stephen Tsolo	Tilo
Mburana Sidibule	Tiki
Ndobi	Tilikani
Mlungwana Phakamile	Tiso
Zihlalele	Tito
Daniel Dumaculo	Tivane
Sakomao	Tivane
Lorenzo Phillipe	Tivani
Teboho Anthony	Tjakama
Tseliso Daniel	Tjaoe
Zolile Zacharia	Tjawe
Tsin Amos	Tjoane
Thuso Tjokosela	Tjokosela
Sebatti	Tjopa
Caswell Manko	Tlaba
Tihoriso	Tlaba
David Thabiso	Tlahali
Morena	Tlai-Tlai
Phakiso Alphonse	Tlali
Semanyane Clement	Tlali
Mosebetsi Michael	Tledima
Tsebang	Tlase
Tello Alphonse	Tlhabi
Mokhele Petrus	Tlhahane

Sebota	Tihola
Tsietzi	Tihoriso
Sebefane	Tofa
Mbeko	Tofile
Mahleka	Tokonya
Mishiselwa	Tokoyi
Tseko	Tolo
Manase	Tom
Mfundo	Tom
Thomas Ntakumbana	Tom
Sizakela John	Tomela
Owalasela	Tomose
Sindile	Toni
Mphiwa	Tonisi
Tahleho Samuel	Tota
Justino Mateus	Tovela
Mokebe	Trapane
Seabata	Tsalala
Tseko	Tsamona
Pofaki	Tsanyane
Justus Tinkane	Tsase
Mninawe	Tsawe
Vuyile	Tsawe
David Setoto	Tseaka
Mphatalatsane	Tsehlo
Thabang Kabinyane	Tsehlo
Thamse	Tseke
Tsetso Sidwell	Tsekela
Paul Teboho	Tsekiso
Tebape	Tseko
Ts'epo	Tseko
Ntsoen Motipi	Tsele
Morufi	Tsamane
Tsane Edward	Tsene
Lefurus Abinane	Tsepe
Jeriel Letsela	Tsephe
Shadrack Mapupetsa Kahlolo	Tsepo
Alfred Sibongiseni	Tshabalala
Maqaleni Israel	Tshabalala

Mischack Molokofo	Tshabalala
Sicelo William	Tshabalala
Zitulele	Tshafufhi
Mngunaka dlahi Alfred	Tshaka
Mntakwaba	Tshangane
Wellington Nkosamabhele	Tshangela
Macebo David	Tshatahu
Manono	Tshaya
Sechaba	Tshehlana
Jongisizwe Patrick	Tshingana
Mkhuzeli Abel	Tshimuna
Thembeni	Tshiselo
Dillo Michael	Tshobisa
Makhalsi	Tshokolwana
Anthony Zamokwakhe	Tshomela
Bayete Amos	Tshongolo
Joseph	Tshotsho
Avpa Johannes	Tshweu
Mindell	Tshwila
Lepkoane Stephen	Tsfame
David	Tslane
Fusi Daniel	Tslane
Stephen Sempe	Tsibane
Seroko	Tsiboho
Lebenya	Tsikoane
Liau Josias	Tsfmatsi
Goodhope	Tsita
Khetisa Elia	Tsitsimapanana
Mokone	Tsoaeli
Remaketse	Tsoake
Thembenkosi Johannes	Tsoanyana
Mosala Albert	Tsoanyane
Lerata	Tsoelipe
Phetung	Tsoenyane
Isaac Sello	Tsoeu
Johannes Lerotholi	Tsoeu
Mateu	Tsoeu
Serame	Tsoeute
Lefu	Tsoinyana
Mncadi	Tsoko
Bofihla	Tsolo
Lebohlang	Tsolo



<b>Nako Eliot</b>	<b>Tsolo</b>
<b>Ntoa</b>	<b>Tsolo</b>
<b>Thethani Simon</b>	<b>Tsolo</b>
<b>Sikhosonke</b>	<b>Tsomo</b>
<b>Zamfihwe Walois</b>	<b>Tsomo</b>
<b>Napo</b>	<b>Ts'omo</b>
<b>Thabo</b>	<b>Ts'osanae</b>
<b>Jackson Mohau</b>	<b>Ts'osane</b>
<b>Rabi Jeremiah</b>	<b>Ts'osane</b>
<b>Khoiso</b>	<b>Ts'osane</b>
<b>Ben</b>	<b>Tsotetsi</b>
<b>Leoma</b>	<b>Tsotetsi</b>
<b>Vuyani</b>	<b>Tsotsa</b>
<b>Alfred Geelbooi</b>	<b>Tsoudi</b>
<b>Letatsa Johannes</b>	<b>Tsubane</b>
<b>Flanci</b>	<b>Tsube</b>
<b>Edward Tefo</b>	<b>Tsukula</b>
<b>Matshatu Horben</b>	<b>Tsuputsi</b>
<b>Thofolo Samuel</b>	<b>Tsuputsi</b>
<b>Mathanjana</b>	<b>Tukutezi</b>
<b>Nqayingane Johnson</b>	<b>Tula</b>
<b>Ndoyisile</b>	<b>Tula</b>
<b>Mofalepula Ephraim</b>	<b>Tumo</b>
<b>Vuyisile Stanford</b>	<b>Tungele</b>
<b>Vuyisile</b>	<b>Tungu</b>
<b>Mpho</b>	<b>Tununu</b>
<b>Lefujane</b>	<b>Tucene</b>
<b>Mteleli</b>	<b>Tupa</b>
<b>Mona</b>	<b>Tupeni</b>
<b>Mfuneko</b>	<b>Twala</b>
<b>Vuyani William</b>	<b>Twala</b>
<b>Mayuntwana</b>	<b>Twanana</b>
<b>Khwinto</b>	<b>Twani</b>
<b>Dibanisile</b>	<b>Tyafa</b>
<b>Dflisha</b>	<b>Tyalimpofu</b>
<b>Gcinikhaya</b>	<b>Tyanda</b>
<b>Mzami</b>	<b>Tyanda</b>
<b>Mambo Benjamin</b>	<b>Tyapile</b>
<b>Mthetheleli</b>	<b>Tyata</b>
<b>Buttyana William</b>	<b>Tyathunga</b>
<b>Aaron Zizelile</b>	<b>Tyatyaza</b>
<b>Mkhuseli Headman</b>	<b>Tyatyaza</b>

Zolile Edgars	Tyhlilana
Mthobeli Goodman	Tyibilika
Simatu	Tyoko
Raymond Mtunzi	Tyuthulo
Mbuyiselo Simon	Vabaza
Mntakalisi	Vabuhlungu
Tayigani	Vabuhuntu
Pumzile Elliot	Vakalisa
Melosi Cornest	Valashiya
Robert Maliwo	Valashiya
Stanley	Valela
Moebisi Edson	Vanqa
Zithulele Wiseman	Vanqa
Nzimeni Dandel	Vanyaza
Monde Patrick	Vaphi
Ndoyisile	Vaphi
Mthobeli 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	Vimindwa
Zolile Gladstone	Vinqishe
Mpikimini	Vithi
Joseph Freddie	Vogt
Babini	Voko
Mxolisi	Voko
Ntobeko Edward	Vuka
Mzoliwa	Vukubi
Sindephi	Vukubi
Buyisile	Vukuza
Monde	Vulindlela
Phillip	Vuma
Pumisani	Vuma
Noeba Witness	Vumindaba
Mongameli John	Vuthuza
Zamasile	Vuza
Fuzile Wicliff	Waki
Mzimkulu Jelson	Walisi

Bonakele France	Wana
Kilili David	Wanyaza
Billy	Wapi
Lelesi	Wapi
Cingayedwa	Warosi
Mpumelelo Boyseen	Wayini
Tutu	Wayini
Michael	Wela
Ndzimeni	Wefile
Jakuja	Wellington
Sipho	Wenana
Mzimkhulu	Wetbooi
Maruping Petrus	Wetes
Ndumiso	Wezi
Boy	William
Ntame Elvis	Williams
Nash	Witbooi
Zamunzi Melvin	Witbooi
Zithethele	Woko
Sicelo	Wolobhile
Zwelinzima	Wondo
Sebenalle	Wongama
Lehlonono	Wotaa
Mtshaza	Xagwe
Sam Mandlenkosi	Xakana
Noyoyo	Xakeka
Zenzele Cameron	Xaki
Zuzile Amos	Xaki
Andile	Xakile
Velle	Xala
Gidima Petros	Xalaba
Mquva Herbert	Xalisa
Colbert Mpumelelo	Xama
Mzwandile Jackson	Xamlashe
Nose Jackson	Xashu
Sipho Eric	Xela
Laurence Siboleke	Xentsa
Tonono Elliot	Xhalabile
Khebenqu Richard	Xhangayi
Mzayifani	Xhantibe
Zama	Xhale
Simisi	Xhokolo
Tanduxolo	Xobiso
Saziso Michael	Xokolo
Zolile	Xokolo

Cvirus Siph	Xolo
Nelson	Xongo
Mandzosindiso	Xoza
Hlatikule Humphrey	Xuza
Ndababula 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
Wellie Alfred	Yoli
Lungisile	Yolwa
Mhungisi Welcome	Yolwa
Thobela David	Yothwana
Zanzolo	Yuse
Mongezi	Yusi
Mriminzi Alfred	Zali
Michahgeli	Zama
Sikimbuzo	Zamani
Sicetsha	Zamikhaya
Zolile	Zamuka
Didekile Paul	Zanzo
Balekile Trinity	Zanemfi
Fezile Sydwell	Zansi
Mthethunzima James	Zathu
Babini	Zawula
Daluxolo Dean	Zazini
Michael Mncedisi	Zazini
Matayi	Zenzile
Nkosinathi	Zenzile
Wilfred Libalele	Zenzwa
Mtateni Zolile	Zibi
Nqaba	Zibi
Rayindawo	Zibuwa
Abednigo Mzekelo	Zide
Dalusize	Zide
Nkosiphendule	Zide
Sifhembele	Zide

<b>Tembekile</b>	<b>Zide</b>
<b>Vabaza</b>	<b>Zide</b>
<b>Mzumani Vuyisile</b>	<b>Zifo</b>
<b>Mahlelemile</b>	<b>Zifune</b>
<b>Mongezi Grey</b>	<b>Zigana</b>
<b>Matric Sonwabo</b>	<b>Zihlangu</b>
<b>Tembani</b>	<b>Zilio</b>
<b>Vellie Attinell</b>	<b>Zinema</b>
<b>Samuel Micas</b>	<b>Zinila</b>
<b>Noeba Samuel</b>	<b>Zingifhwa</b>
<b>Zamekile</b>	<b>Zingqi</b>
<b>Mbuyiselwa</b>	<b>Zindke</b>
<b>Menzi</b>	<b>Zintl</b>
<b>Thembeia Lennox</b>	<b>Ziqu</b>
<b>Ndoyisile Alex</b>	<b>Zitatele</b>
<b>Tyombese</b>	<b>Ziwani</b>
<b>Mthahlu</b>	<b>Zola</b>
<b>Gwebile</b>	<b>Zolwana</b>
<b>Gontana</b>	<b>Zonda</b>
<b>Sityoli</b>	<b>Zondaka</b>
<b>Maseke</b>	<b>Zuka</b>
<b>Gcinimtetho</b>	<b>Zulu</b>
<b>Vincent Tshayezakhe</b>	<b>Zulu</b>
<b>Simon Khombezakhe</b>	<b>Zuma</b>
<b>Amos</b>	<b>Zunguzame</b>
<b>Pityo</b>	<b>Zuzile</b>
<b>Ohali</b>	<b>Zwane</b>
<b>Manyamza</b>	<b>Zwedala</b>
<b>Mkhosama</b>	<b>Zwelidumile</b>
<b>Fezile</b>	<b>Zwelifile</b>
<b>Mthethonzima</b>	<b>Zwelifile</b>
<b>Maqungo</b>	<b>Zwelinzima</b>
<b>Mtutuzeli</b>	<b>Zweni</b>
<b>Zenyuse Johannes</b>	<b>Zwezwe</b>

**Table B**

Item no	Name and Surname
1.	Malefetsane Mohlakasi
2.	Mona Melao
3.	Motalepula Phetane
4.	Ntjana Ntjana
5.	Mahola Selibo
6.	Tshehla Solomon Hlafele
7.	Malepa Puso
8.	Zamukulungisa Dyantyi
9.	Sekhobe Letsie

**Table C**

Item no	Name & Surname:
1.	Alpheus Zonisile Blom
2.	Vuyisile Bunge
3.	Mongesi Hempo
4.	Mziwamadoda John Kobe
5.	Lefu Lemoana
6.	Pitso Liloachane
7.	Wilson Ntabene Mafolwana
8.	Zwvelinzima Makaka
9.	Tsidiso Mokhan'ya
10.	Peete Alphone Moshoeshe
11.	Tseliso Motlatsi
12.	Thobeka Rejoice Noidi
13.	Motalepula Sejake
14.	Petros Khasu Thube
15.	Lefuka Michael Pebane
16.	Mosekeseke Samuel Motaung
17.	Letia Isabela Mabela
18.	Calesia Noidi
19.	Nozin'a Victoria Mtoto

20.	Matumo Bernice Kesi
21.	Mathabiso Namane
22.	Nonezile N'ani
23.	Mathuso Nkefe
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 SETTING 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:		<i>(insert country of issue)</i>
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	
	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 Elandsdraal). To Kusasalethu			01-Jan-1998	08-Apr-2001			09-Apr-2001	Termination Date <sup>1</sup>
Western Holdings (including Welkom, Sasolburg). 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

<sup>1</sup> 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	
	Start	End	Start	End	Start	End	Start	End
Mathebeng (Western Holdings other 4 shafts Kudu, Nyala, Sable, Eland which were former Freebates 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
Sadiplaas 2.3							01-Apr-1997	30-Jun-2004
Sadiplaas 4.5 (Masimong) (FreeGold 3)	01-Apr-1997	31-Dec-1997	01-Jan-1998	19-Sep-1998			20-Sep-1998	Termination Date <sup>2</sup>
Free State Geduld (including Freebates). To Free State Cons. FreeGold 2 and 4). split as below	12-Mar-1965	31-Dec-1997						
Freebates 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, Phalisa, which were former Freebates 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

<sup>2</sup> 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 <sup>a</sup>
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 Naligwa)			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 Khoisang)			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				

<sup>a</sup> 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	
	Start	End	Start	End	Start	End	Start	End
Qualifying Mines								
Savuka (West Mine WDL 2)			01-Jan-1998	31-Oct-2017				
Sf Helena							31-Oct-2002	Shaft 2: 31-Dec-2003 Others: 30-Jun-2008
Evander (including Khross, Leslie, Bracken and Winkelhach mines)							01-Sep-1998	28-Feb-2013
Randfontein Estates (incl Doornkop, Cooke), split as follows								
Doornkop								
Cooke 1, 2 and 3 (Rand Uranium)							01-Mar-2000	Termination Date <sup>a</sup> 21-Nov-2008
Cooke 4 (Ezulwini)							01-Mar-2000	29-Dec-2006
Unisel								
Harmony mine							09-Sep-1996	Termination Date Shaft 4: 30-Sep-2002 Others: 30-Jun-2010
Meniespruit							12-Mar-1965	Shaft 3: 14-Apr-2010 Shaft 1: 31-Dec-2010
Hartebeestfontein					12-Mar-1965	24-Aug-1999		
Lorraine (Shafts 1, 2 and 3) split in 1998 as below					12-Mar-1965	19-Feb-1998		

<sup>a</sup> 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	
	Start	End	Start	End	Start	End	Start	End
Qualifying Mines								
Lordine 3 (sold 20 Feb 1998 to Kades Barosa, Parnodiz). Renamed Target 3							18-Feb-2010	Termination Date
Lordine 1&2 (part of AvGold, renamed Target 1&2)					20-Feb-1998	10-May-2004	11-May-2004	Termination Dates
Zandban					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		

\* Termination date as defined in the Trust Deed

Founder and Qualifying Period	Qualifying Mines		South Deep Joint Venture		Sibanye Gold Limited	
			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		
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-2014
Beatrice (including Onyx)						
Onyx (to Beatrice)					01-Jan-1985	Termination Date
Driefontein (including East Driefontein, West Driefontein and Driefontein Cons)					01-Jan-1993	01-Jul-1999
Kloof (including Leeudoom from 1 Jan 1993, Ubanon and Venterspos)					12-Mar-1965	Termination Date
St Helena (Beisa section)					12-Mar-1965	Termination Date
					01-Jul-1983	30-Nov-1984

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;
  - 2.6.2 The claim rate (proportion of the Settling Claimants that are expected to be Eligible Claimants) per disease and severity class;

<sup>7</sup> 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,  $30\% \times 50\% = 15\%$  of the tracing will be done). A similar estimate can be done in respect of qualifying dependents.

<sup>8</sup> 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 Attributed 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 (BMEs) 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:

<b>Cardio-Respiratory Impairment</b>	<b>Silicosis Class 1</b>	<b>Silicosis Class 2</b>	<b>Silicosis Class 3</b>
<b>Spirometry: FVC &amp; FEV<sub>1</sub></b>	FVC greater than 65% of predicted or FEV <sub>1</sub> greater than 65% of predicted or FEV <sub>1</sub> /FVC greater than 65% of predicted	FVC 65%-52% of predicted or FEV <sub>1</sub> 65%-52% of predicted or FEV <sub>1</sub> /FVC 65%-55% of predicted	FVC less than 52% of predicted or FEV <sub>1</sub> less than 52% of predicted or FEV <sub>1</sub> /FVC less than 55% of predicted

2.2.2 If any one of the spirometric measurements (FVC, FEV<sub>1</sub> or FEV<sub>1</sub>/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 <sub>1</sub>	FVC 65%-52% of predicted	FVC less than 52% of predicted

	or FEV <sub>1</sub> 65%-52% of predicted or FEV <sub>1</sub> /FVC 65%-55% of predicted	or FEV <sub>1</sub> less than 52% of predicted or FEV <sub>1</sub> /FVC less than 55% of predicted
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4.2.3 If any one of the spirometric measurements (FVC, FEV<sub>1</sub> or FEV<sub>1</sub>/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**

<b>APPROVED ODMWA CERTIFICATE</b>	<b>QUALIFYING DISEASE</b>
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) **Angold 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) **GFI 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) **Lorraine 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 Tshlamiso 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)], 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.

<sup>1</sup> 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 Tshamiso 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

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For and on behalf of

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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 MINERWORKER 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 Tshlamiso Trust.

The Tshlamiso 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 Tshlamiso Trust for monetary compensation.

Eligible Class members who submit a claim to the Tshlamiso 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 Tshlamiso Trust.

**WHO IS A CLASS MEMBER?**

You are a Class member, and will be entitled to submit a claim to the Tshlamiso Trust, if you meet all the requirements of any of the four classes:

Class 1:	All persons:
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	<ol style="list-style-type: none"> <li>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);</li> <li>2. who on or before the Effective Date, have or will have contracted Silicosis or will have been exposed to silica dust;</li> <li>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</li> <li>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.</li> </ol>
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:	<p>All persons:</p> <ol style="list-style-type: none"> <li>1. who as at the Effective Date are undertaking, or prior to the Effective Date have undertaken, Risk Work;</li> <li>2. who on, before or after the Effective Date have or will have contracted Tuberculosis; and</li> <li>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.</li> </ol>
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 [x] 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 Krus 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 Tshiarniso 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:

<b>Richard Spoor Incorporated Attorneys</b> <b>Tel. +27 (0)11 482 6081;</b> <b>Fax. +27 (0)11 482 1419</b> <u><a href="mailto:info@richardspoorinc.co.za">info@richardspoorinc.co.za</a></u> ; <b>P.O. Box 303 Parklands, 2121</b> <b>Physical address:</b> <b>Eton Building, Sherborne Square</b> <b>5 Sherborne Road</b> <b>Parktown, Johannesburg</b>	<b>Abrahams Kiewitz Incorporated</b> <b>Tel. +27 (0)21 914 4842</b> <b>Fax. +27 (0)21 914 1455</b> <u><a href="mailto:classaction@ak.law.za">classaction@ak.law.za</a></u> ; <b>P.O. Box 3048, Tygervally, 7536, Cape Town</b>	<b>Legal Resources Centre</b> <b>Tel.: +27 (0)11 836 9831</b> <b>Fax.: +27 (0)11 834 4273</b> <u><a href="mailto:silicosisclass@lrc.org.za">silicosisclass@lrc.org.za</a></u> <b>P.O. Box 9495,</b> <b>Johannesburg, 2000</b>
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**Annexure A - participating gold mining companies**

1.	African Rainbow Minerals Limited
2.	Anglo American South Africa Limited
3.	Anglogold Ashanti Limited
4.	Angold 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.	Lorraine 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**

<b>Newspapers</b>		
<b>South Africa</b>		
<b>Newspapers</b>	<b>Language/s</b>	<b>Distribution</b>
Alex News	English	Alexandra, Johannesburg
Bosveld Review	English	Polokwane, Seshego, Lebowa kgomo, 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, Harismith, Ficksburg, Fouriesburg, Senekal, Kestel and Paul Roux
Eyethu	Zulu	KwaZulu-Natal
Hammarisdale iZindaba	Zulu	Hammarisdale 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
Umpopo Mirror	English	Limpopo

Maluti	English and Afrikaans	Bethlehem, Reitz, Harismith, 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, Bieskop, Brits, Buffelspoort, Derby, Elandsdraai, Groot-Marico, Hartbeespoort, Karlienpark, Koster, Kroondal, Lichtenburg, Marikana, Moedwil, Mooiwool, Northam, Rex, RPM, Sun City, Swartklip, Swartruggens, Thabazimbi, Tlhabane, Waterfall Mall, Zinnlerville and Zeerust
Sedibeng Ster	English	Sharpville/Tshepiso, Bedworthpark, Bophelong, Bolpatong, 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
Masotho	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**

<b>Radio stations</b>		
<b>South Africa</b>		
<b>Station</b>	<b>Language/s</b>	<b>Broadcast area</b>
Ikwewezi FM	Ndebele	Gauteng, Mpumalanga and Limpopo
Jozi FM	English	Soweto, parts of the West Rand up to Carletonville, Lenasia and Meyerion
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
<b>Zimbabwe</b>		
<b>Station</b>	<b>Language/s</b>	<b>Broadcast area</b>
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
<b>Zambia</b>		
<b>Station</b>	<b>Language/s</b>	<b>Broadcast area</b>
Radio 1	Bemba, Nyanja, Lozi, Tonga, Kaonde, Lunda and Luvale	Nationwide
Radio 2	English	Nationwide
Radio 4	English	Nationwide
<b>Swaziland</b>		
<b>Station</b>	<b>Language/s</b>	<b>Broadcast area</b>
Radio Swaziland	English and SiSwati	Nationwide
<b>Mozambique</b>		
<b>Station</b>	<b>Language/s</b>	<b>Broadcast area</b>
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, Cimanyika, Clitshwa, Cibake, Cicopi, Gilitonga, Xichangane, Xirhonga and English	Nationwide
<b>Malawi</b>		
<b>Station</b>	<b>Language/s</b>	<b>Broadcast area</b>
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
<b>Lesotho</b>		
<b>Station</b>	<b>Language/s</b>	<b>Broadcast area</b>
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
<b>Botswana</b>		
<b>Station</b>	<b>Language/s</b>	<b>Broadcast area</b>
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) **Anggold 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) **Newsheet 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) **GFI 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) **Lorraine 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 (xvi) 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.



# Annexure B

**BOWMANS**

Execution

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## 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**

**LORÂINE 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) Angold 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) Newshell 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) GPI 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) **Lorakie 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 5165084;
- (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) **Mofley 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 take effect, as limiting the generality of any preceding words, and the *ejusdem generis* rule shall not 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 *ejusdem 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  
**ANGOLD 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  
**DRIEFONTEN 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  
**LORAINÉ 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 1985

\_\_\_\_\_  
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 20 1985

\_\_\_\_\_  
**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 Jersey City on this the 19 day of November 2018

For and on behalf of  
**LEGAL RESOURCES CENTRE**

[Signature]

Signatory: NERISSA MARTINEAU General Counsel  
Capacity: Attorney at Law  
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

Signature

Richard Spoon

Capacity

Chairman

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

David

Signatory: Legal Resources Centre

Capacity: NATIONAL PIKE GONY

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.	Siporona	Phahlanzi
3.	Thembekile	Mnakeni
4.	Matona	Mabea
5.	Alloys Mncedi	Msuthu
6.	Myekelwa	Mkenyane
7.	Masiko	Sami
8.	Zwelendaba	Mgidi
9.	Mithobeli	Gangatha
10.	Landile	Gebula
11.	Joseph	Lebone
12.	Zama	Gangi
13.	Matungisa	Thole
14.	Monekoa Thomas	Lepota
15.	Mzawubalekwa	Diya
16.	Msekeli	Mbuzweni
17.	Nanabezi	Mgoduswa
18.	Thulenkho	Kuswana
19.	Maleburu Regina	Lebitsa
20.	Mataaso Mable	Makone
21.	Matsekelo Csisila	Masupha
22.	Matlaseiso Matsepati Jesenta	Nong

**PART B**

Item no	Name(s)	Surname
1.	Dyamara	Jibhana
2.	Watu	Data
3.	Maniso	Mokaena
4.	Ishmael	Motleke
5.	Thabo	Ntsala
6.	Zonisile	Nkompela
7.	Bangumzi	Balaksi
8.	Mbikanye	Sawule
9.	Zimoshile	Bozo
10.	Zamukulungisa	Dyantyi
11.	Matusi	Bovu
12.	Agrippa	Dilsani
13.	Mncedisi	Dilsane
14.	Sigahamo	Koyi
15.	Luvoko	Madindala
16.	Mtshuzeli	Mishenge
17.	Monde	Mxesibe
18.	Mzwanele	Bunyonyo
19.	Mskayise	Nqose
20.	Buzile	Nyakaza
21.	Patrick Xolile	Sitwayi
22.	Xolisile	Butu
23.	Zolisa	Jefana
24.	Zimoshile	Bozo

**PART C**

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

**A**

**SCHEDULE 3**  
**OPT OUT NOTICE**  
*(attached hereto)*



**SCHEDULE 3**  
**OPT OUT NOTICE**

If you are currently or have been a GOLD MINERWORKER 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 2016, 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 MINERWORKER 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:	<p>All people:</p> <ol style="list-style-type: none"> <li>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: <ol style="list-style-type: none"> <li>(i) work in the underground workings of a gold mine;</li> <li>(ii) work in a laundry where clothing of underground mineworkers is washed;</li> <li>(iii) work on a slimes dam of a gold mine;</li> <li>(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;</li> <li>(v) work in a metallurgical plant of a gold mine, including crushing, milling, transporting and smelting of ore; and</li> <li>(vi) work at conveyor belt operations which are undertaken to convey broken rock from the underground operations of a gold mine to surface;</li> </ol> </li> <li>2. who on or before the date when the settlement agreement comes into force, have contracted silicosis or have been exposed to silica dust;</li> </ol>
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	<ol style="list-style-type: none"> <li>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</li> <li>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.</li> </ol>
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:	<p>All people:</p> <ol style="list-style-type: none"> <li>1. who as at the date when the settlement agreement comes into force have undertaken risk work;</li> <li>2. who on, before or after the date when the settlement agreement will come into force have contracted Tuberculosis; and</li> <li>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.</li> </ol>
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.tshiamiso.com](http://www.tshiamiso.com)
- 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.tshiamiso.com](http://www.tshiamiso.com) 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.silicoisettlement.co.za](http://www.silicoisettlement.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.silicoisettlement.co.za](http://www.silicoisettlement.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.silicoisettlement.co.za](http://www.silicoisettlement.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 <del>P.O. Box 303 Parklands, 2121</del> P.O. Box 303 Parklands, 2121	Abrahams Kiewitz Incorporated Tel. +27 (0)21 914 4842 Fax. +27 (0)21 914 1455 <del>City Office, 1001 Waverley</del> P.O. Box 3046, Tygervalley, 7536, Cape Town	Legal Resources Centre Tel.: +27 (0)11 836 9831 Fax.: +27 (0)11 834 4273 <del>silicoisettlement.co.za</del> P.O. Box 9495, Johannesburg, 2000
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**Annexure A - participating mines**

1. SA Land	28. Vaal Reefs 1:1 (Moab Khotsoeng)
2. Daggafontein	29. Western Deep Levels
3. East Daggafontein	30. Mponeng (South Mine WDL 1)
4. Bantstrand	31. Tau Tona (East Mine WDL 3)
5. Deelkraai (also called Bantstrand)	32. Savuka (West Mine WDL 2)
6. Kusasalethu	33. St Helena
7. Western Holdings (1,2,3,4,6,7) (ARMGold)	34. Evander (incl. Kiroos, Leslie, Bracken and Winkelhaak mines)
8. Matjhabeng (Western Holdings other 4 shafts Kudu, Nyala, Sable, Eland which were former Freddeles and Free State Geduld shafts)	35. Randfontein Estates
9. Saaiploas 2,3	36. Doornkop
10. Saaiploas 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. Freddeles 7 and 9 (to Kades Barnea ec. Pamodzi, Target mine)	41. Merriespruit
15. Freegold 2, 4 (Ishepong, Phaksa)	42. Hartbeesfontein
16. President Brand	43. Leratne (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 (Greal Naligwa)	52. Kloof (including Leeudoom from 1 Jan 1993, Libanon and Venterspos)
26. Vaal Reefs 9 (Kopanang)	53. St Helena (Betsa 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 identify 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 Tshamiso 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 Tshamiso 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 Tshamiso 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 MINERWORKER		
Full Name and Surname		
Date of Birth		
Your relationship with the Deceased Gold Mineworker		
EMPLOYMENT DETAILS OF THE DECEASED GOLD MINERWORKER		
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 miner/worker, 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*  
(78)

- 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 Tshimiso 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 Dependiant with the Deceased Gold Mineworker		
DETAILS OF THE DECEASED GOLD MINERWORKER		
Full Name and Surname		
Date of Birth		
EMPLOYMENT DETAILS OF THE DECEASED GOLD MINERWORKER		
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 identify document OR passport;
2. Your proof of residence;
3. A copy of the minor dependant's birth certificate OR identify document OR passport;
4. A copy of the deceased gold mineworker's identify 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 Tsunami 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.

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**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 Tshamiso 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 Tshamiso 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 MINERWORKER

Full Name and Surname	
Date of Birth	
Date of Death	
Physical Address	

#### EMPLOYMENT DETAILS OF THE DECEASED GOLD MINERWORKER

Name of Mine(s) where the Deceased Gold Minerworker Worked	Employee number of the Deceased Gold Minerworker at (each) Mine	Period of Employment of the Deceased Gold Minerworker 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 Tshimiso 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.

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**COMMISSIONER OF OATHS**

**FULL NAMES:**

**DESIGNATION:**

**ADDRESS:**

B

**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 MINERWORKER** 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 minerworker 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 minerworkers and the dependants of such minerworkers 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 minerworkers 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 minerworkers 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 Tshamiso 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 Tshamiso 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 Tshamiso 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 Tshamiso Trust.

**WHO IS A CLASS MEMBER?**

You are a class member, and will be entitled to submit a claim to the Tshamiso Trust, if you meet all the requirements of any of the four classes:

Class 1:	<p>All people:</p> <ol style="list-style-type: none"> <li>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: <ol style="list-style-type: none"> <li>(i) work in the underground workings of a gold mine;</li> <li>(ii) work in a laundry where clothing of underground minerworkers is washed;</li> <li>(iii) work on a slimes dam of a gold mine;</li> <li>(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;</li> <li>(v) work in a metallurgical plant of a gold mine, including crushing, milling, transporting and smelting of ore; and</li> </ol> </li> </ol>
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	<p>(vi) work at conveyor belt operations which are undertaken to convey broken rock from the underground operations of a gold mine to surface;</p> <p>2. who on or before the date when the settlement agreement comes into force, have contracted silicosis or have been exposed to silica dust;</p> <p>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</p> <p>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.</p>
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:	<p>All people:</p> <p>1. who as at the date when the settlement agreement comes into force have undertaken risk work;</p> <p>2. who on, before or after the date when the settlement agreement will come into force have contracted Tuberculosis; and</p> <p>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.</p>
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 TSHLAMISO TRUST?

You must be an eligible claimant to receive compensation from the Tshlamiso 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 Tshlamiso 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](http://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 [x] 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 Krul's 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.silicostsettlement.co.za](http://www.silicostsettlement.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.silicostsettlement.co.za](http://www.silicostsettlement.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.silicostsettlement.co.za](http://www.silicostsettlement.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:

<p>Richard Spoor Incorporated Attorneys</p> <p>Tel. +27 (0)11 482 6081;</p> <p>Fax. +27 (0)11 482 1419</p> <p><a href="mailto:info@richardspoor.co.za">info@richardspoor.co.za</a></p> <p>P.O. Box 303 Parklands, 2121</p> <p>Physical address:</p> <p>Eton Building, Sherborne Square</p> <p>5 Sherborne Road</p> <p>Parktown, Johannesburg</p>	<p>Abrahams Kiewitz Incorporated</p> <p>Tel. +27 (0)21 914 4842</p> <p>Fax. +27 (0)21 914 1455</p> <p><a href="mailto:ak@abrahamskiewitz.co.za">ak@abrahamskiewitz.co.za</a></p> <p>P.O. Box 3048, Tygervally, 7536, Cape Town</p>	<p>Legal Resources Centre</p> <p>Tel.: +27 (0)11 836 9831</p> <p>Fax.: +27 (0)11 834 4273</p> <p><a href="mailto:info@lrc.org.za">info@lrc.org.za</a></p> <p>P.O. Box 9495, Johannesburg, 2000</p>
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**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. Deekraal (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 Fredries and Free State Geduld shafts)	35. Randfontein Estates
9. Saaiploas 2,3	36. Doornkop
10. Saaiploas 4,5 (Masimong) (FreeGold 3)	37. Cooke 1, 2 and 3 (Rand Uranium)
11. Free State Geduld	38. Cooke 4 (Ezuiwini)
12. Free State Cons	39. Unisel
13. FreeGold 2 and 4	40. Harmony mine
14. Fredries 7 and 9 (to Kades Barnea cc, Pamodzi, Target mine)	41. Merriespruit
15. Freegold 2, 4 (Tshepong, Phakisa)	42. Hartbeesfontein
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 Nofigwa)	52. Kloof (including Leeudoom from 1 Jan 1993, Libanon and Venterspos)
26. Vaal Reefs 9 (Kopanang)	53. St Helena (Beisa section)
27. Vaal Reefs 10 (Tau Lekoa)	

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**SCHEDULE 8  
NEWSPAPERS**

*(attached hereto)*

**SCHEDULE 8  
LIST OF NEWSPAPERS**

<b>South Africa</b>		
<b>Newspapers</b>	<b>Language/s</b>	<b>Distribution</b>
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

<b>Zimbabwe</b>		
<b>Newspapers</b>	<b>Language/s</b>	<b>Distribution</b>
Sunday Mail	English	National
The Chronicle	English	National
The Herald	English	National
The Manica Post	English	National
<b>Zambia</b>		
<b>Newspapers</b>	<b>Language/s</b>	<b>Distribution</b>
Zambia Daily Mail	English	National
The Post	English	National
<b>Swaziland</b>		
<b>Newspapers</b>	<b>Language/s</b>	<b>Distribution</b>
Times of Swaziland	English	National
Swazi Observer	English	National
<b>Mozambique</b>		
<b>Newspapers</b>	<b>Language/s</b>	<b>Distribution</b>
Noticias	Portuguese	National
Domingo	Portuguese	National
Jornal Verdade	Portuguese	National
<b>Malawi</b>		
<b>Newspapers</b>	<b>Language/s</b>	<b>Distribution</b>
Malawi News	English, Chichewa	National
The Sunday Times	English	National
The Nation	English	National
<b>Lesotho</b>		
<b>Newspapers</b>	<b>Language/s</b>	<b>Distribution</b>
Public Eye	English, Sesotho	National
Lesotho Times	English, Sesotho	National
The Post	English	National
<b>Botswana</b>		
<b>Newspapers</b>	<b>Language/s</b>	<b>Distribution</b>
Botswana Gazette	English	National
The Voice	English, Setswana	National

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**SCHEDULE 9**  
**RADIO STATIONS**  
*(attached hereto)*

**SCHEDULE 9  
RADIO STATIONS**

<b>South Africa</b>		
<b>Station</b>	<b>Language/s</b>	<b>Distribution</b>
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 Lebowa kgomo	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
Setso 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
Munganolonene FM	Xitsonga	Limpopo, Gauteng and North West
<b>Zimbabwe</b>		
<b>Station</b>	<b>Language/s</b>	<b>Distribution</b>
ZFM	English/Shona	National
Star FM	English/Shona	National
ZBC FM (official radio)	English/Shona/Ndebele	National
BBC WS Africa	English	International
<b>Zambia</b>		
<b>Station</b>	<b>Language/s</b>	<b>Distribution</b>
ZNBC (official radio)	English	National
BBC WS Africa	English	International
<b>Swaziland</b>		
<b>Station</b>	<b>Language/s</b>	<b>Distribution</b>
SBIS Radio 1	SiSwati	National
SBIS Radio 2	English	National
TWR Voice of the Church	English	National
<b>Mozambique</b>		
<b>Station</b>	<b>Language/s</b>	<b>Distribution</b>
Radio Mozambique	All Indigenous languages, English & Portuguese	National
BBC WS Africa	Portuguese	International
RDP Africa		National
<b>Malawi</b>		
<b>Station</b>	<b>Language/s</b>	<b>Distribution</b>
MBC Radio 1	English, Chichewa, Tumbuka, Ya, Lomwe, Tonga	National
MBC Radio 2	English	National
BBC WS Africa		International
<b>Lesotho</b>		
<b>Station</b>	<b>Language/s</b>	<b>Distribution</b>
Radio Lesotho	Sesotho and English	National
BBC WS Africa	English	International
People's Choice FM	Sesotho and English	National



<b>Botswana</b>		
<b>Station</b>	<b>Language/s</b>	<b>Distribution</b>
Radio Botswana RB1	English, Setswana	National
Radio Botswana RB2	English, Setswana	National
Duma FM	English, Setswana	National

# Annexure B1



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## 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**

**LORAINÉ GOLD MINES LIMITED**

**RANDFONTEIN ESTATES LIMITED**

A handwritten signature or set of initials, possibly 'S.S.', written in dark ink. It consists of a large, stylized 'S' followed by a smaller 'S'.

**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**

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

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

**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) **Angold 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/482 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:**

### **I. 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 Mining 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.

A handwritten signature in dark ink, consisting of a stylized, cursive script that appears to be a first name followed by a last name, possibly "J. B. Smith".

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

A handwritten signature in dark ink, consisting of a stylized, cursive 'B' followed by a loop and a horizontal stroke.

\_\_\_\_\_  
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

Two handwritten signatures in dark ink, located in the bottom right corner of the page. The first signature is more complex and stylized, while the second is simpler and more cursive.

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

A handwritten signature in dark ink, appearing to be a stylized 'B' or 'D' followed by a flourish.

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  
**LORAINÉ GOLD MINES LIMITED**

\_\_\_\_\_  
Signatory:  
Capacity:  
Who warrants his authority hereto

A handwritten signature in dark ink, appearing to be a stylized 'S' or 'D' followed by a flourish.

\_\_\_\_\_  
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 New York on this the 13 day of December 2015

For and on behalf of  
**RICHARD SPOOR INC. ATTORNEYS**

\_\_\_\_\_  
Signatory:  
Capacity:  
Who warrants his authority hereto

SIGNED at New York on this the 13 day of December 2015

**RICHARD SPOOR**

\_\_\_\_\_  
Signatory:  
Identity Number: 4610330200036

SIGNED at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For and on behalf of  
**ABRAHAMS KIEWITZ INCORPORATED**

\_\_\_\_\_  
Signatory:  
Capacity:  
Who warrants his authority hereto

*[Handwritten signature]*

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\_\_.

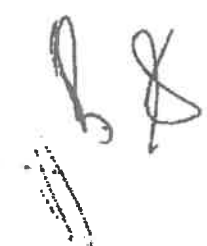
For and on behalf of  
**MOTLEY RICE LLC**

\_\_\_\_\_  
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

Handwritten signature and initials in the bottom right corner of the page.

SIGNED at ... 211 R... on this the 12 day of December 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: ...  
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

...  
...