



**BOWMANS**

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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**

**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**

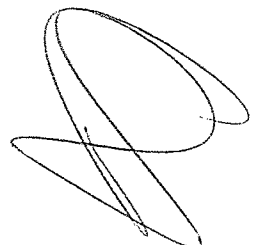
**GFI JOINT VENTURE HOLDINGS PROPRIETARY LIMITED**

**HARMONY GOLD MINING COMPANY LIMITED**

**UNISEL GOLD MINES LIMITED**

**LORAINÉ GOLD MINES LIMITED**

**RANDFONTEIN ESTATES LIMITED**

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**SIBANYE GOLD LIMITED**

**K2018259017 (SOUTH AFRICA) PROPRIETARY LIMITED**

**RICHARD SPOOR INC. ATTORNEYS**

**RICHARD SPOOR**

**ABRAHAMS KIEWITZ INCORPORATED**

**CHARLES ABRAHAMS**

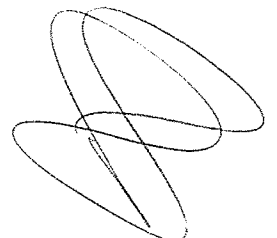
**LEGAL RESOURCES CENTRE**

**MOTLEY RICE LLC**

**HAUSFELD LLP**


**AND**

**THE PERSONS LISTED IN SCHEDULE 1 OF THE SETTLEMENT AGREEMENT**

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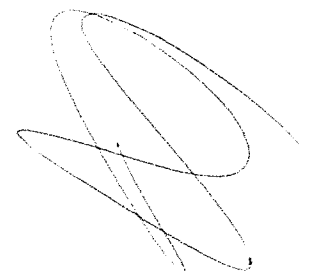


**PARTIES:**

This Addendum 2 is made between:

- (1) **African Rainbow Minerals Limited**, a company registered in accordance with the laws of South Africa under registration number 1933/004580/06;
- (2) **Anglo American South Africa Limited**, a company registered in accordance with the laws of South Africa under registration number 1917/005309/06;
- (3) **AngloGold Ashanti Limited**, a company registered in accordance with the laws of South Africa under registration number 1944/017354/06;
- (4) **Avgold Limited**, a company registered in accordance with the laws of South Africa under registration number 1990/007025/06;
- (5) **Freegold (Harmony) Proprietary Limited**, a company registered in accordance with the laws of South Africa under registration number 2001/029602/07;
- (6) **Free State Consolidated Gold Mines (Operations) Limited**, a company registered in accordance with the laws of South Africa under registration number 1937/009266/06;
- (7) **Gold Fields Limited**, a company registered in accordance with the laws of South Africa under registration number 1968/004880/06;
- (8) **Gold Fields Operations Limited**, a company registered in accordance with the laws of South Africa under registration number 1959/003209/06;
- (9) **Newshelf 899 Proprietary Limited**, a company registered in accordance with the laws of South Africa under registration number 2007/019941/07;
- (10) **Beatrix Mines Limited**, a company registered in accordance with the laws of South Africa under registration number 1977/002138/06;
- (11) **Farworks/682 Limited**, a company registered in accordance with the laws of South Africa under registration number 1964/004462/06;
- (12) **Driefontein Consolidated Proprietary Limited**, a company registered in accordance with the laws of South Africa under registration number 1993/002956/07;
- (13) **GFL Mining Services Limited**, a company registered in accordance with the laws of South Africa under registration number 1997/019961/06;
- (14) **GFI Joint Venture Holdings Proprietary Limited**, a company registered in accordance with the laws of South Africa under registration number 1998/023354/07;
- (15) **Harmony Gold Mining Company Limited**, a company registered in accordance with the laws of South Africa under registration number 1950/038232/06;
- (16) **Unisel Gold Mines Limited**, a company registered in accordance with the laws of South Africa under registration number 1972/010604/06;

- (17) **Loraine Gold Mines Limited**, a company registered in accordance with the laws of South Africa under registration number 1950/039138/06;
- (18) **Randfontein Estates Limited**, a company registered in accordance with the laws of South Africa under registration number 1889/000251/06;
- (19) **Sibanye Gold Limited**, a company registered in accordance with the laws of South Africa under registration number 2002/031431/06;
- (20) **K2018259017 (South Africa) Proprietary Limited**, a company registered in accordance with the laws of South Africa under registration number 2018/259017/07;
- (21) **Richard Spoor Inc. Attorneys**, a company registered in accordance with the laws of South Africa under registration number 2011/011048/21;
- (22) **Richard Spoor**, an adult male with South African identity number 5907085022086;
- (23) **Abrahams Kiewitz Incorporated**, a company registered in accordance with the laws of South Africa under registration number 2012/086658/21;
- (24) **Charles Abrahams**, an adult male with South African identity number 670805 5168084;
- (25) **Legal Resources Centre**, a law clinic registered with the Law Society of the Northern Provinces and a non-profit organisation registered in accordance with the laws of South Africa with NPO number 023-004;
- (26) **Motley Rice LLC**, a company registered in accordance with the laws of South Carolina, United States of America under registration number 75-3051732;
- (27) **Hausfeld LLP**, a limited liability partnership registered in accordance with the laws of the District of Columbia under initial file number 28181; and
- (28) **the persons listed in Schedule 1 of the Settlement Agreement (the Class Representatives)**.



## WHEREAS

- A. The Parties have entered into the Settlement Agreement.
- B. Two of the purported parties to the Settlement Agreement are Leslie Gold Mines Limited, a company registered in accordance with the laws of South Africa under registration number 1959/001124/06, and Bracken Mines Limited, a company that was registered in accordance with the laws of South Africa under registration number 1959/001126/06.
- C. At the time that the Settlement Agreement was entered into, Leslie Gold Mines Limited was in final winding-up and Bracken Mines Limited was dissolved. They were erroneously included as parties to the Settlement Agreement. The persons who signed the Settlement Agreement on behalf of Leslie Gold Mines Limited had no authority to do so, and did so in error.
- D. Therefore, to all intents and purposes, Leslie Gold Mines Limited and Bracken Mines Limited are not parties to the Settlement Agreement (even though the Settlement Agreement was purportedly entered into on their behalf and they are cited as parties to it).
- E. The Parties have entered into the Addendum.
- F. Similarly, at the time that the Addendum was entered into, Leslie Gold Mines Limited was still dissolved and Bracken Mines Limited was still in final winding-up.
- G. Therefore, Leslie Gold Mines Limited and Bracken Mines Limited are not parties to the Addendum (although both of them are cited as parties to it).
- H. The Parties wish to make a recordal and to amend the Settlement Agreement, as set out in this Addendum 2.

## IT IS AGREED AS FOLLOWS:

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

For the purposes of this Addendum 2 and the preamble above, unless the context requires otherwise:

- 1.1.1 **Addendum** means the addendum to the Settlement Agreement entered into by and between the Parties on 27 November 2018;
- 1.1.2 **Addendum 2** means this agreement;
- 1.1.3 **Addendum 2 Effective Date** means the last date on which this Addendum 2 is signed by or on behalf of the Parties;
- 1.1.4 **Parties** means the parties to this Addendum 2, and **Party** means any one of them as the context may require; and
- 1.1.5 **Settlement Agreement** means the agreement titled "Gold Mineworkers' Class Action Settlement Agreement", including all schedules thereto, entered into by and between the Parties on or about 3 May 2018.

## 1.2 Interpretation

- 1.2.1 Capitalized words and expressions in this Addendum 2, but not defined in clause 1.1, shall have the meanings given to them in Schedule 4 of the Settlement Agreement.
- 1.2.2 Unless expressly provided to the contrary or inconsistent with the context, a reference in this Addendum 2 to:
- 1.2.2.1 this **Addendum 2** or any other agreement, document or instrument shall be construed as a reference to this Addendum 2 or that other agreement, document or instrument as amended, varied, novated or substituted from time to time;
  - 1.2.2.2 a **clause** or **sub-clause** is to a clause or sub-clause of this Addendum 2;
  - 1.2.2.3 a **person** includes any natural person, estate, firm, company, corporation, body corporate, juristic person, unincorporated association, government, state or agency of a state or any association, trust, partnership, syndicate, consortium, joint venture, charity or other entity (whether or not having separate legal personality);
  - 1.2.2.4 any one gender, whether masculine, feminine or neuter, includes the other two;
  - 1.2.2.5 the singular includes the plural and vice versa;
  - 1.2.2.6 a word or expression given a particular meaning includes cognate words or expressions;
  - 1.2.2.7 the words **including**, **include** or **in particular** followed by specific examples shall be construed by way of example or emphasis only and shall not be construed, nor shall it to take effect, as limiting the generality of any preceding words, and the *eiusdem generis* rule shall not to be applied in the interpretation of such specific examples or general words; and
  - 1.2.2.8 the words **other** or **otherwise** shall not be construed *eiusdem generis* with any foregoing words where a wider construction is possible.
- 1.2.3 All the headings and sub-headings in this Addendum 2 are for convenience and reference only and shall be ignored for the purposes of interpreting it.
- 1.2.4 No rule of construction may be applied to the disadvantage of a Party because that Party was responsible for or participated in the preparation of this Addendum 2 or any part of it.

## 2. RECORDAL AND AMENDMENT

With the effect from the Addendum 2 Effective Date, the Parties acknowledge and agree that:

- 2.1 the Settlement Agreement became a valid contract as between all the Parties, with effect from 3 May 2018, and is binding on all the Parties;
- 2.2 the Addendum became a valid contract as between all the Parties, with effect from 27 November 2018, and is binding on all the Parties;
- 2.3 the validity of the Settlement Agreement and the Addendum are not dependant on Leslie Gold Mines Limited or Bracken Mines Limited being party to them;



2.4 all references to Leslie Gold Mines Limited and Bracken Mines Limited in the Settlement Agreement and in the Addendum are deemed to have been removed from those agreements as if they were never there in the first place; and

2.5 the references to the Leslie and Bracken mines in Schedule F of Schedule 4 of the Settlement Agreement are not removed by this Addendum 2.

3. **CONTINUATION OF THE SETTLEMENT AGREEMENT**

Save as amended under clause 2 all the terms and conditions of the Settlement Agreement shall continue in full force and effect.

4. **COUNTERPARTS**

This Addendum 2 may be executed in any number of counterparts, each counterpart when read together shall constitute one and the same document.

A handwritten signature or set of initials, possibly 'JD', written in dark ink. The signature is somewhat stylized and appears to be written over a faint, dotted grid or watermark.

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

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

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

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

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

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

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

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

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

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

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

For and on behalf of  
**AVGOLD LIMITED**

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



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

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

For and on behalf of  
**FREEGOLD (HARMONY) PROPRIETARY LIMITED**

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

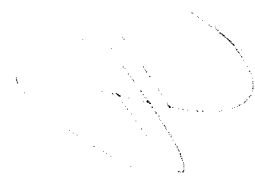
\_\_\_\_\_  
Signatory:  
Capacity:  
Who warrants his authority hereto

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

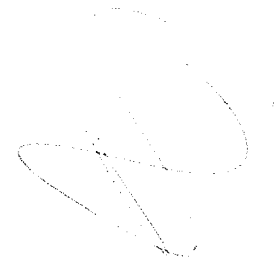
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Signatory:  
Capacity:  
Who warrants his authority hereto

\_\_\_\_\_  
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

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\_\_\_\_\_  
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

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 San Francisco on this the 15 day of December 2015.

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

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

SIGNED at White Plains on this the 15 day of December 2015.

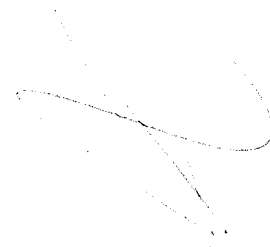
**RICHARD SPOOR**

\_\_\_\_\_  
Signatory:  
Identity Number: AC101093028096

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

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

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





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

**CHARLES ABRAHAMS**

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

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

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

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

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

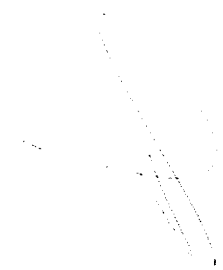
For and on behalf of  
**MOTLEY RICE LLC**

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

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

For and on behalf of  
**HAUSFELD LLP**

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



SIGNED at York, Pa. on this the 10 day of December 2013

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: [Handwritten Signature]  
Capacity: [Handwritten]  
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