
SECOND ADDENDUM TO SETTLEMENT AGREEMENT

between

AFRICAN RAINBOW MINERALS LIMITED

ANGLO AMERICAN SOUTH AFRICA LIMITED

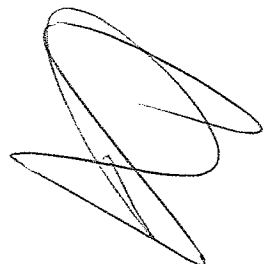
ANGLOGOLD ASHANTI LIMITED

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

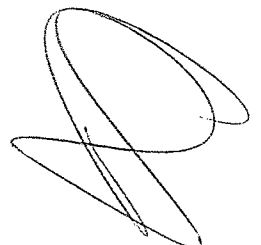
GFI JOINT VENTURE HOLDINGS PROPRIETARY LIMITED

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

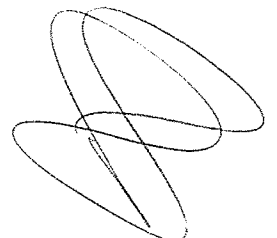
LEGAL RESOURCES CENTRE

MOTLEY RICE LLC

HAUSFELD LLP


AND

THE PERSONS LISTED IN SCHEDULE 1 OF THE SETTLEMENT AGREEMENT

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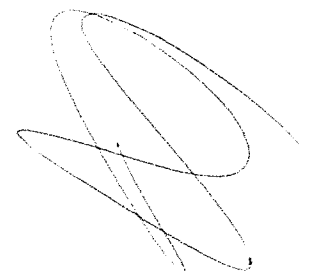


PARTIES:

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)**.

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WHEREAS

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

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

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

1.2 Interpretation

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

2. RECORDAL AND AMENDMENT

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

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

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

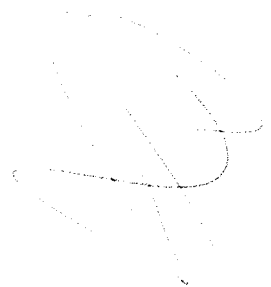
2.5 the references to the Leslie and Bracken mines in Schedule F of Schedule 4 of the Settlement Agreement are not removed by this Addendum 2.

3. **CONTINUATION OF THE SETTLEMENT AGREEMENT**

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

4. **COUNTERPARTS**

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



SIGNED at _____ on this the _____ day of _____ 20__.

For and on behalf of
AFRICAN RAINBOW MINERALS LIMITED

Signatory:
Capacity:
Who warrants his authority hereto

Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____ 20__.

For and on behalf of
ANGLO AMERICAN SOUTH AFRICA LIMITED

Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____ 20__.

For and on behalf of
ANGLOGOLD ASHANTI LIMITED

Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____ 20__.

For and on behalf of
AVGOLD LIMITED

Signatory:
Capacity:
Who warrants his authority hereto



Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____ 20__.

For and on behalf of
FREGOLD (HARMONY) PROPRIETARY LIMITED

Signatory:
Capacity:
Who warrants his authority hereto

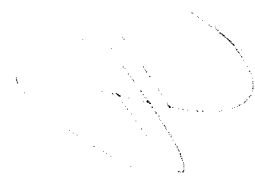
Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____ 20__.

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

Signatory:
Capacity:
Who warrants his authority hereto

Signatory:
Capacity:
Who warrants his authority hereto



SIGNED at _____ on this the _____ day of _____ 20__.

For and on behalf of
GOLD FIELDS LIMITED

Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____ 20__.

For and on behalf of
GOLD FIELDS OPERATIONS LIMITED

Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____ 20__.

For and on behalf of
NEWSHELF 899 PROPRIETARY LIMITED

Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____ 20__.

For and on behalf of
BEATRIX MINES LIMITED

Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____ 20__.

For and on behalf of
FARWORKS/682 LIMITED

Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____ 20__.

For and on behalf of
DRIEFONTEIN CONSOLIDATED PROPRIETARY LIMITED

Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____ 20__.

For and on behalf of
GFL MINING SERVICES LIMITED

Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____ 20__.

For and on behalf of
GFI JOINT VENTURE HOLDINGS PROPRIETARY LIMITED

Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____ 20__.

For and on behalf of
HARMONY GOLD MINING COMPANY LIMITED

Signatory:
Capacity:
Who warrants his authority hereto

Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____ 20__.

For and on behalf of
UNISEL GOLD MINES LIMITED


Signatory:
Capacity:
Who warrants his authority hereto

Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at _____ on this the _____ day of _____ 20__.

For and on behalf of
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.

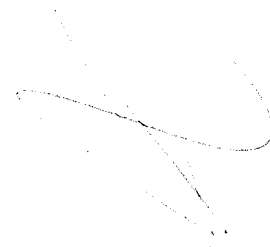
RICHARD SPOOR

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__.

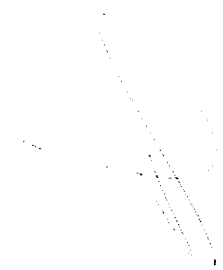
For and on behalf of
MOTLEY RICE LLC

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