
Draft for approval by shareholders on 27 October 2011

2nd Replacement Deed
in respect of
Sentula Share Incentive Trust

IT 11059/97

amongst

Sentula Mining Limited

and

**The Trustees for the time being of
the Sentula Share Incentive Trust**

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I. INTERPRETATION

1.1 In this Deed, unless the context otherwise requires, the following words and expressions shall have the meanings assigned to them hereunder:

“Act”	the Companies Act, 2008, as amended;
“Auditors”	the auditors for the time being of the Company;
“Board”	the board of directors for the time being of the Company acting either itself or through any committee constituted from time to time by the board of directors of the Company and appointed for the purpose of administering the Scheme;
“Business Day”	any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;
“Company”	Sentula Mining Limited, registration number 1992/001973/06;
“Curator”	a person, whether or not appointed as such by a court of law, who is responsible for the affairs of a Participant who is disabled or incapacitated to the extent that such Participant is unable to exercise his/her rights in terms of the Scheme;
“Deed”	this trust deed also referred to as the 2 nd Replacement Deed;
“Designated Purchase Price”	in relation to an Option – the lowest daily ruling market price at which the Shares were sold on the JSE during the three-month period immediately prior to the Option Date in respect of such Option; [14.1(d)]
“Eligible Employee”	any person employed in a full-time administrative, financial or management capacity by a Group Employer (including, without limiting the generality thereof, an executive director); [14.1(a)]
“Fault Termination”	the termination of a Participant’s employment with a Group Employer by reason of the Participant’s resignation or dismissal by the Group Employer concerned (acting lawfully): provided that the Trustees, on the instruction of the Board, shall have a discretion to deem a Participant’s resignation as a No-Fault Termination;
“Group”	the Company and its Subsidiaries from time to time;
“Group Employer”	in respect of a Participant, the Company within the Group by which that Participant is employed;
“Income Tax Act”	the Income Tax Act, No. 58 of 1962, as amended;
“JSE”	the JSE Limited;
“No-Fault Termination”	the termination of a Participant’s employment with a Group Employer by reason of the Participant’s retrenchment , retirement, death, permanent disability, permanent incapacity or a deemed No-Fault Termination;
“Option”	an option granted to an Eligible Employee in terms of clause 16 to acquire Shares from the Trust;
“Option Date”	the date on which an Option is granted to an Eligible Employee;
“Option Notice”	the notice in terms of which the Trustees grant an Option to an Eligible Employee;
“Option Period”	the period from the Option Date until the tenth anniversary of such date;

“Original Deed”	The Schamin Share Incentive Trust Deed dated 4 November 1997 constituting the Trust;
“Participant”	an Eligible Employee to whom an Option has been granted in terms of clause 16;
“1st Replacement Deed”	the replacement deed approved by shareholders of the Company in general meeting on 4 December 2008, and registered with the Master of the High Court on 26 February 2009;
“2nd Replacement Deed”	also known as this trust Deed, to be approved by shareholders of the Company in general meeting on 27 October 2011, following which it will be registered with the Master of the High Court;
“Scheme”	the scheme to enable Eligible Employees to acquire Shares, the terms and rules of which are embodied in this Deed;
“Scheme Capitalisation Shares”	Shares allotted and issued by way of a capitalisation of profits, share premium or reserves to a Participant pursuant to the provisions of clause 22.2 in respect of Shares acquired by him pursuant to the Scheme;
“Scheme Rights Shares”	Shares subscribed for under a rights issue by the Company pursuant to the provisions of clause 22.1;
“Schemes”	the Scheme and any other employee share incentive schemes of the Company which may be in force from time to time;
“Share”	an ordinary share in the issued share capital of the Company;
“Share Debt”	the amount for the time being owed by a Participant to the Trust in respect of the purchase of Shares pursuant to the Scheme, which amount may be increased from time to time, in each case and in regard to each Participant, in accordance with the directions of the Board, by such amount which may become payable by the Participant in question pursuant to all or any of the following: <ul style="list-style-type: none"> a. under section 8A of the Income Tax Act, in respect of any gains made by a Participant by the acceptance, exercise, cession or release of any right to acquire Shares in terms of the Scheme; and/or b. in respect of any interest liability incurred from time to time by a Participant on any amount owing to the Trust in terms of the Scheme, or any fringe benefit, whether under paragraph 11 of the Seventh Schedule of the Income Tax Act or otherwise; and/or c. under any new amendment or substitution for the Income Tax Act, which replaces the sections and schedules referred to above or which imposes the taxation liability envisaged above;
“Subsidiary”	any company which is a subsidiary of the Company within the meaning of the Act;
“Termination Date”	the date upon which a Participant's employment with a Group Employer terminates by reason of his death, retirement, permanent disability, permanent incapacity, retrenchment, resignation or dismissal;
“Trust”	the Sentula Share Incentive Trust, constituted in terms of the Original Deed as the Schamin Share Incentive Trust;
“Trustees”	the trustees for the time being of the Trust; and
“Vested Options”	those Options which are granted in terms of clause 16 but which are not exercised in the tranches as contemplated in clauses 17.1.1 to 17.1.5.

- 1.2 For the purposes of this Deed, the terms “**retirement**”, “**permanent disability**” and “**permanent incapacity**” shall have the meanings ascribed to those terms in the Company’s provident fund rules and regulations for the time being and, if one or more of such terms are not so defined, shall have the meanings ascribed to such undefined term or terms by the Board from time to time.
- 1.3 The headnotes to the clauses of this Deed are inserted for reference purposes only and shall in no way govern or affect the interpretation hereof.
- 1.4 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision of this Deed.
- 1.5 Any reference to an enactment is to that enactment as at the signature date and, in the event that any right and/or obligation shall arise in terms of this Deed in respect of and/or in connection with such enactment after the signature date, such reference shall be to that enactment as amended and/or replaced as at the date for performance of such right and/or obligation.
- 1.6 Where the day on or by which anything is to be done is not a Business Day, it shall be done on or by the first Business Day thereafter.
- 1.7 When any number of days is prescribed in this Deed, same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a Saturday, Sunday or public holiday, in which case, the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 1.8 Unless inconsistent with the context, an expression which denotes:
 - 1.8.1 any gender includes the other genders;
 - 1.8.2 a natural person includes an artificial person and *vice versa*;
 - 1.8.3 the singular includes the plural and *vice versa*.
- 1.9 Where any term is defined within the context of any particular clause in this Deed, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Deed, notwithstanding that that term has not been defined in this interpretation clause.
- 1.10 The rule of construction that the contract shall be interpreted against the party responsible for the drafting or preparation of this Deed, shall not apply.

PART I

2. INTRODUCTION AND CONSTITUTION OF THE TRUST

- 2.1 It is recorded that the Trust was constituted in terms of the Original Deed dated 4 November 1997.
- 2.2 A draft replacement deed containing materially all the provisions contained in this present Deed was approved by shareholders of the Company in general meeting on 25 August 2006. However, due to an administrative error on the part of the Trustees at the time, the draft replacement deed as aforementioned was never executed or registered with the Master of the High Court.
- 2.3 A further draft replacement deed (“**1st Replacement Deed**”) also containing materially all the provisions in this present Deed was subsequently approved by shareholders of the Company in general meeting on 4 December 2008, and registered with the Master of the High Court on 26 February 2009.
- 2.4 Clause 32 of the 1st Replacement Deed however contained the provision that the Participants who before the execution of the 1st Replacement Deed had not yet exercised all their Options, would be required to grant their written consent to the replacement of the Original Deed by the 1st Replacement Deed, and to the deeming of their Options as having been granted in terms of the 1st Replacement Deed. Due to a further administrative error on the part of the Trustees at the time, the written consent of the remaining Participants of the Trust, was never obtained, resulting in the Original Deed still applying to their Options granted.
- 2.5 The Trust currently has only one remaining Participant, being Robin Craig Berry (“**Berry**”), whose Options are still deemed to be governed by the Original Deed, and which Original Deed provides for a period of 10 years to exercise the Options, as opposed to the five-year Option Period provided for in the 1st Replacement Deed.

- 2.6 This Deed (also known as the 2nd Replacement Deed) is being entered into to clarify the terms and conditions applicable to Berry's Options and contains materially the same terms as the 1st Replacement Deed, with the amendments thereto underlined for ease of reference.

3. TRUSTEES

- 3.1 The number of Trustees shall be not less than two nor more than five.
- 3.2 Executive directors may not be appointed as Trustees of the Scheme. Non-executive directors may be appointed as Trustees, provided they do not benefit from the Scheme.
- 3.3 Trustees may not be Participants under the Scheme.
- 3.4 A person shall be disqualified from acting as and *ipso facto* cease to be, a Trustee if:
- 3.4.1 he is found guilty of any offence involving dishonesty; or
- 3.4.2 his estate is sequestrated (provisionally or otherwise) or he surrenders his estate;
- 3.4.3 he fails, in the sole discretion of the Board, to properly discharge his duties as a Trustee;
- 3.4.4 he is removed by a resolution of the Board; or
- 3.4.5 he becomes a Participant under the Scheme. [14.5]
- 3.5 The power of appointing new or additional Trustees shall be exercisable by the Board.
- 3.6 A Trustee may retire at any time, on 30 days notice in writing to the remaining Trustees and the Board, without assigning any reason therefor.

4. SUCCESSION

- 4.1 Upon any Trustee or Trustees succeeding to office as such, he or they shall in their representative capacity, *ipso facto*, become vested with the assets and liabilities of the Trust and in every way, with immediate effect, take the place of and assume the powers and duties of the Trustee or Trustees whom he or they will have succeeded.
- 4.2 If, as a result of a Trustee becoming disqualified from acting as a Trustee, the number of Trustees remaining in office is reduced below the minimum specified in clause 3.1 above, the Board shall immediately appoint another Trustee to ensure that the stipulated minimum number of Trustees is maintained.

5. POWER OF TRUSTEES

- 5.1 The Trustees shall, in addition to such other powers as may be conferred upon them by law or elsewhere in this Deed, have the following powers:
- 5.1.1 To acquire, for the purposes of the Scheme, Shares, either by original subscription or purchase upon such terms as the Board may direct;
- 5.1.2 To invest the surplus monies of the Trust in such investments, on such terms and in such manner as they in their sole and absolute discretion may determine and to realise any such investment and to reinvest the proceeds in the manner aforesaid;
- 5.1.3 To borrow or raise monies from the Company and/or any other person for the purposes of the Trust on such terms as they may deem fit;
- 5.1.4 Instead of acting personally, to employ as far as may reasonably be necessary, and to pay any attorney or any other person to transact business or do any act of whatsoever nature required to be done pursuant to this Deed, including the receipt and payment of money, provided that any reasonable payment made in terms hereof shall be refunded to the Trustees by the Trust. A Trustee being an attorney or other person engaged in any profession may be so employed to act and shall be entitled to charge and be paid by the Trust all reasonable professional charges for any business or act done by him or his firm in pursuance of this Deed;
- 5.1.5 To take and act upon any expert or professional advice;
- 5.1.6 To delegate to any person the performance of all or any acts or the exercise of all or any discretions which they are entitled to perform or exercise under this Deed;
- 5.1.7 To open and operate banking and building society accounts of every type;
- 5.1.8 To draw, accept, make or endorse cheques, bills of exchange or promissory notes for and on behalf of the Trust;
- 5.1.9 To exercise all rights conferred by Shares and other assets beneficially held by the Trust including voting rights (subject to clause 5.3 below), rights of conversion and redemption, rights to take up further allotments of Shares and the like as they in their sole and absolute discretion may deem fit; [14.1(e)]

- 5.1.10 To make loans to any person, whether interest bearing or otherwise or whether secured or unsecured for any purpose considered by the Trustees to be in the interests of the Trust and the Participants;
 - 5.1.11 To exercise such further rights, powers and authorities as may from time to time be conferred upon them by resolution of the Board;
 - 5.1.12 To repurchase from any Participant holding Shares acquired in terms of the Scheme, all or some of such Shares, upon such terms as the Trustees may think fit;
 - 5.1.13 To lend funds to a Participant for the purpose of enabling that Participant to purchase Shares;
 - 5.1.14 To keep books of account of all transactions and proper records of the affairs of the Trust;
 - 5.1.15 To buy, sell, let, take on hire, mortgage or otherwise encumber property both movable and immovable, provided that such property is required or used for the furtherance of the objects of the Trust;
 - 5.1.16 To form and register a company with limited liability under the Act, or to hold Shares and to exercise all rights and powers available to a holder of Shares;
 - 5.1.17 To establish, endow, or contribute to any sickness, pension, provident, accident or other similar fund or scheme for the benefit of the employees of the Group or their dependants or ex-employees of the Group;
 - 5.1.18 To appear wherever necessary and there to sign all documents and generally to do all things required to give effect to the terms of this Deed.
- 5.2 Without prejudice to any of the foregoing, the Trustees shall have:
- 5.2.1 full capacity to contract on behalf of the Trust and subject always to such limitations, if any, as may be imposed by this Deed, provided always that they will under no circumstances be personally liable on any such contract; and
 - 5.2.2 *locus standi in judicio* and be capable of bringing, defending, opposing, withdrawing, settling and/or otherwise acting in connection with any proceedings whatsoever in or before any Court or in any arbitration or before any other forum, provided that all costs reasonably incurred by them in that regard shall be for the account of the Trust.
- 5.3 Shares beneficially held by the Trust will not have their votes at general meetings of the Company taken into account for the purposes of resolution approval in terms of the JSE's Listings Requirements or for determining the categorisation of transactions as detailed in those Listings Requirements. [14.13]

6. DUTIES OF TRUSTEES

The Trustees, in addition to any other duty imposed by this Deed, whether express or implied, shall:

- 6.1 administer the Scheme so as to achieve and maintain the objects stated in clause 2 above;
- 6.2 grant Options to Eligible Employees to acquire Shares as directed by the Board from time to time, but always subject to the provisions of the Act; and
- 6.3 keep true and correct records and books of account of their administration of the Trust, recording therein any change in assets from time to time, all receipts and payments applicable to their administration of the Trust in such manner and form that such books shall at all times reflect a true position of the Trust. The aforesaid books shall be audited by the Auditors.

7. PRIVILEGES OF TRUSTEES

A Trustee shall not:

- 7.1 be obliged to furnish any security to the Master of the High Court of South Africa or to any other office or official under the Trust Property Control Act, 1988 or any other law for the performance of his duties in terms hereof and all such security shall be and is hereby dispensed with;
- 7.2 be disqualified from:
 - 7.2.1 acting as adviser, agent, broker, auditor or attorney to or contracting with the Trust;
 - 7.2.2 obtaining any remuneration in respect of his services in any capacity referred to in subclause 7.2.1 above.

8. REMUNERATION OF TRUSTEES

- 8.1 The Trustees shall receive for their services as Trustees such remuneration as may from time to time be resolved by the Board.
- 8.2 The Trustees shall be entitled to be reimbursed from the Trust for all expenses incurred by them in and about the execution of their duties as Trustees.

9. MEETINGS OF TRUSTEES

- 9.1 The Trustees shall elect from amongst their number a Chairman who shall hold office for a period of 12 months and then resign, but shall be eligible for re-election. The Chairman shall call meetings of Trustees whenever he deems it necessary and shall be obliged to call a meeting when requested so to do, in writing, by at least two of the Trustees (if there be more than two Trustees) or by one of the Trustees (if there be only two Trustees).
- 9.2 At a meeting of Trustees, two Trustees present shall form a quorum. In taking decisions, the vote of a majority of the Trustees present shall prevail. The Chairman shall not have a casting vote.
- 9.3 A resolution in writing signed by all the Trustees shall be as valid as a resolution taken at a meeting of the Trustees.

10. INDEMNITY

- 10.1 A Trustee shall not be liable for any loss sustained by the Trust or any Participant out of whatsoever cause arising, save and except any loss sustained as a result of his gross negligence or wilful dishonesty.
- 10.2 The Trust hereby indemnifies the Trustees and every attorney, agent or other person appointed by the Trustees hereunder against all actions, proceedings, costs, liabilities, claims, expenses and demands in respect of any matter or thing done or omitted to be done in any way in the execution of their office as Trustees, otherwise than claims arising out of their gross negligence or wilful dishonesty.

11. TERMINATION OF THE TRUST

- 11.1 The Trust shall terminate as soon as:
 - 11.1.1 no Participant shall be indebted to it in respect of any Shares purchased and the Board resolves that the Trust shall terminate; or
 - 11.1.2 the Company is placed in liquidation other than for the purposes of reorganisation.
- 11.2 On termination, the Trustees shall realise the assets of the Trust and first pay the claims of all creditors of the Trust (other than the Company) in priority to the claims of the Company and if thereafter there shall remain any surplus, the net surplus shall be paid to the Company in discharge, or partial discharge, of the claims of the Company, and if that surplus shall be insufficient to enable the repayment in full of all the claims of the Company the Trust shall be released and unconditionally discharged from all liability in respect of the shortfall and the shortfall shall constitute a loss to be borne by the Company.
- 11.3 If, after payment in full of all the claims of the Company, there shall remain a surplus in the Trust, such surplus shall be paid by the Trustees to the Company for use by the Company in such manner, at such times and for such purposes as the Board in their sole and absolute discretion deem fit.
- 11.4 If the Company is placed in liquidation other than for purposes of reorganisation:
 - 11.4.1 and any liquidation dividend is paid in respect of the Shares, then a Participant, in respect of any of the Shares held by him, shall pay over to the Trust the amount of that dividend to the extent necessary to discharge the balance of the purchase price of his Shares;
 - 11.4.2 the Company shall be deemed to have purchased from the Participant who shall be deemed to have sold those Shares purchased by him, in terms of this Deed and in respect of which the whole of the purchase price shall, as at that date, not yet have been paid, for an amount equal to the balance of the purchase price outstanding in respect of such Shares together with all and any interest which shall have accrued and been added to such purchase price.

PART II

12. NAME OF SCHEME

The Scheme shall be known as “**The Sentula Share Incentive Trust**”.

13. OBJECT OF THE SCHEME

The object and purpose of the Scheme is to provide an incentive to Eligible Employees to promote the continued growth of the Group by granting Options to enable Eligible Employees to acquire Shares in and thus an interest in the Company and to attract and retain suitably skilled and competent personnel, in the manner and on the terms and conditions set out in this Deed.

14. ACQUISITION BY THE TRUST OF SHARES FOR THE SCHEME

- 14.1 The Board shall from time to time offer such number of Shares to the Trustees and grant such number of Options to purchase Shares to the Trustees as are necessary to enable the Trustees to give effect to and implement the exercise of Options granted in terms of clause 16 below, due regard being had to the provisions of clause 23 below. The Shares so acquired by the Trust will rank *pari passu* with the other Shares in the issued share capital of the Company. [14.12(a)] [14.6]
- 14.2 The Board shall, on any subscription by the Trustees for Shares in accordance with clause 14.1 above, arrange for the allotment and issue of such Shares to the Trustees or their nominee (provided that such nominee shall be the Eligible Employee stipulated in the resolution contemplated in clause 15.2 below) at a price per Share equivalent to the Designated Purchase Price, and such amount shall be payable in full by the Trustees to the Company on allotment.
- 14.3 The Company shall at all times reserve and keep available, free from pre-emptive rights, out of its authorised but unissued share capital, such number of Shares as shall then be issuable upon the exercise of all the Options then outstanding, less the number of Shares held by the Trust and set aside by it for the purpose of satisfying the exercise of any Options.
- 14.4 Any offer of Shares to the Trustees or any Option to purchase Shares granted to the Trustees in terms of clause 14.1 above shall be in writing and shall be accompanied by a certified copy of the resolution referred to in clause 15.2 below, and the Trustees shall forthwith grant the Options referred to in such resolution to the Eligible Employee named or referred to in such resolution.
- 14.5 **Other than to satisfy obligations in terms of the Scheme, no purchases through the market will be permitted. Any Shares purchased through the market will not be taken into account when calculating the number of Shares utilised by the Scheme.**

15. ELIGIBILITY TO PARTICIPATE IN THE SCHEME

- 15.1 The persons eligible for participation in the Scheme shall be the Eligible Employees. [14.1(a)]
- 15.2 The Board may in its discretion, but subject to the provisions of the Act and this Deed, from time to time by resolution direct the Trustees to grant Options to Eligible Employees. Such resolution shall specify:
- 15.2.1 the name of the Eligible Employee;
 - 15.2.2 the number of Shares which may be purchased pursuant to the exercise of the Option;
 - 15.2.3 the Designated Purchase Price for the Shares which are the subject of the Options;
 - 15.2.4 that portion of the Designated Purchase Price if any, per Share to be paid by the Eligible Employee on the exercise of the Option; and
 - 15.2.5 that the remaining terms of the Option shall be in accordance with the terms set out in this Deed.

16. OPTIONS

- 16.1 The Trustees shall be obliged to grant Options to Eligible Employees as directed by resolution of the Board contemplated in clause 15.2 above to acquire Shares at the Designated Purchase Price.
- 16.2 An Option granted in terms of clause 16.1 above:
- 16.2.1 shall be contained in an Option Notice which shall be in the form from time to time prescribed by the Trustees; and
 - 16.2.2 shall be for a specified number of Shares at the Designated Purchase Price and on the terms and on the terms as stipulated in the resolution of the Board contemplated in clause 15.2 above.

- 16.3 Without detracting from any other terms and conditions of the Scheme as set out in this Deed, the terms and conditions applicable to an Option granted to an Eligible Employee are set out in this Part II of this Deed.

17. TERMS AND CONDITIONS APPLICABLE TO OPTIONS

- 17.1 Subject to the provisions of clauses 17.2 and 17.3 below, an Option may be exercised by a Participant during the Option Period relating to such Option and if not exercised, will lapse on the Business Day following the expiry of the Option Period, provided that the Option will become exercisable in the following tranches (“Tranches”), subject to clause 17.3 below:
- 17.1.1 In respect of a maximum of 20% of the Shares the subject of the Option, on the first anniversary of the Option Date;
 - 17.1.2 In respect of a maximum of a further 20% of the Shares the subject of the Option, on the second anniversary of the Option Date;
 - 17.1.3 In respect of a maximum of a further 20% of the Shares the subject of the Option, on the third anniversary of the Option Date;
 - 17.1.4 In respect of a maximum of a further 20% of the Shares the subject of the Option, on the fourth anniversary of the Option Date;
 - 17.1.5 In respect of a maximum of a further 20% of the Shares the subject of the Option, on the fifth anniversary of the Option Date.
- 17.2 For the purposes of clause 17.1 above:
- 17.2.1 where the relevant anniversary of an Option Date does not fall on a Business Day, the Participant may exercise the Option in respect of the relevant Tranche on the first Business Day immediately following the applicable anniversary date and until the Option Period expires; and
 - 17.2.2 where a Business Day for exercise of an Option falls within a closed period or other prohibited period within the meaning of the JSE's Listings Requirements when the Participant concerned may not deal in Shares, the Participant may exercise the Option in respect of the relevant Tranche on the first Business Day immediately following the date on which the prohibited period ends to the satisfaction of the chairman or other director of the Company designated for the purpose of giving clearance to the Participant to deal in Shares and until the Option Period expires.
- 17.3 Any Participant who does not exercise the Option in respect of any Tranche stipulated in clause 17.1 above by the expiry of the Option Period, shall have no further right in respect of the particular Tranche and the Option in respect of that particular Tranche, shall lapse.
- 17.4 Notwithstanding anything to the contrary contained in this clause 17, the Trustees, if directed by the Board, and if they consider that there are special circumstances (including, without limitation, circumstances involving the reorganisation, unbundling, selling or swapping of the assets or businesses of the Group), may anticipate the dates in clauses 17.1, 17.2 and 17.3 above (i.e. accelerate the exercise of the Options), in which event they shall be entitled to make such arrangements with the Participant as they consider appropriate in the circumstances.
- 17.5 An Option:
- 17.5.1 shall, subject to the provisions of clause 30 below, be personal to and only capable of being exercised by the Participant to whom it is granted or the Curator of the Participant concerned or the executor of the deceased estate of the Participant concerned: provided that the Trustees shall have discretion to determine whether the Curator is acting in the best interests of the Participant; [14.1(e)]
 - 17.5.2 shall, in respect of any Tranche, unless otherwise specified in the Option Notice concerned, be exercised by notice in writing in such form as the Trustees may stipulate, and shall be delivered to the Trustees within the period specified in clause 17.1 above for its exercise, and for a valid exercise shall be accompanied by the requisite portion of the Designated Purchase Price and securities transfer tax for each Share, if any, stipulated in the Option Notice, for the number of Shares in respect of which the Option is being exercised, and by a duly completed dividend mandate contemplated in clause 24.3 below for any unpaid Share Debt in respect of that Tranche, in the circumstances contemplated in clause 18.1.2 below;
 - 17.5.3 may, in respect of any Tranche, be exercised in part (in respect only of 100 (one hundred) Shares or multiples thereof) or in full, as the Participant may elect, due regard being had to the provisions of clauses 17.1 and 17.3 above;

17.5.4 shall, upon its exercise, without limiting the provisions of this Deed, be subject to clause 18 below and until the full Designated Purchase Price has been paid to the Trustees, also be subject to the following conditions:

17.5.4.1 The Shares in respect of which an Option has been exercised and all Scheme Capitalisation Shares and all Scheme Rights Shares linked thereto shall be registered as provided in clause 22 below (if applicable), and ownership in such Shares and all Scheme Capitalisation Shares and Scheme Rights Shares linked thereto shall vest in the relevant Participant but such Shares shall be pledged to the Trustees, if required in terms of clause 22 below (if applicable), until payment of the full Share Debt relating to such Shares;

17.5.4.2 For so long as a Participant has not discharged his Share Debt, the Shares in respect of which an Option has been exercised and all Scheme Capitalisation Shares and all Scheme Rights Shares linked thereto may not be sold or otherwise disposed of or transferred (otherwise than to the Trustees in the manner and on the basis as is expressly provided in clause 18.9 below), or in any way be pledged (save as contemplated in clause 22 below if applicable) or otherwise encumbered, unless the Trustees in their sole discretion consent thereto in writing.

18. PAYMENT OF PURCHASE PRICE ON EXERCISE OF AN OPTION

18.1 The full Designated Purchase Price of any Tranche of Shares which a Participant has acquired pursuant to the exercise of an Option, together with any securities transfer tax thereon, shall become due and payable by the Participant to the Trustees as and when the Option in respect of that Tranche is exercised. If a Participant requires financial assistance with respect to the payment of the Designated Purchase Price he shall notify the Trustees in writing simultaneously with the exercise of the Option in respect of such Tranche, and his notification to the Trustees shall specify whether the financial assistance he requires is: [14.1(d)]

18.1.1 that the Trustees sell on his behalf such portion of that Tranche as is necessary to realise sufficient funds to pay his Share Debt for that Tranche and such tax liability contemplated in the definition of **“Share Debt”** in clause 1.1 above which may be payable by that Participant pursuant to his exercise of the Option, in which event the Trustees shall sell on his behalf such portion of that Tranche of Shares not later than the second Business Day after the date on which the Participant exercised the Option and apply the proceeds in settlement of his Share Debt, unless the funds which can be realised even by the Trustees' selling the whole Tranche will be insufficient to pay his Share Debt and taxation liability aforesaid, in which case the Option shall be deemed not to have been exercised in respect of that Tranche; or [14.12(b)(ii)]

18.1.2 that he pledge all the Shares comprising the Tranche to the Trust, in which event the provisions of clauses 18.2 to 18.10 below and clause 19 below will apply.

18.2 The Trust shall fund, save for such amount per Share as may be stipulated by the Board from time to time, the acquisition of Shares by a Participant pursuant to the exercise of an Option and (to the extent not covered by any dividends accruing to the Participant) any taxation liability of a Participant contemplated in the definition of **“Share Debt”** in clause 1.1 above as the Board may direct from time to time.

18.3 Any amount paid on the acquisition of Shares by a Participant and the dividends received by a Participant in respect of such Shares shall be applied towards payment of the Share Debt relating to all of the Shares which such Participant as acquired pursuant to the exercise of an Option.

18.4 The Share Debt due on any Shares shall, while any amount thereof remains unpaid, bear interest from time to time. ~~at the rate per annum, if any, determined from time to time by the Board. In the exercise of its discretion, the Board may be guided by any legislation introduced to tax as a benefit, interest-free or low interest bearing loans but shall in any event not exceed the prime rate of interest levied from time to time by Nedbank Limited to its most favoured corporate clients from time to time, as certified by any manager for the time being of such Bank. Such interest shall be at a rate which is the rate of interest stipulated from time to time in terms of the Seventh Schedule of the Income Tax Act, 1962, as amended.~~

18.5 The interest referred to in clause 18.4 above shall, subject to the provisions of clauses 18.6 to 18.9 below, be payable on the date on which dividends on the Shares are paid and the Trustees are hereby empowered to apply the dividends (subject to clauses 18.6 and 18.7 below) towards payment of such interest.

18.6 If the interest payable by a Participant to the Trustees in respect of the outstanding balance of his Share Debt exceeds, in respect of any financial year of the Company, the dividend, if any, payable to such Participant on his Shares in respect of that financial year, then such excess need not be paid by such Participant but shall instead be added to, and be deemed to form part of, the outstanding

- balance of his Share Debt. If a Participant becomes liable for any income tax by reason of the official rate of interest prescribed in terms of legislation which taxes benefits received by or accruing to employees exceeding the rate of interest, if any, charged to him, the Trustees may, acting on the instructions of the Board, lend to the Participant an amount equal to that income tax (as determined by the Board) and the amount so lent shall be deemed to form part of the outstanding balance of his Share Debt. [14.1(d)]
- 18.7 If the dividends payable to a Participant in respect of his Shares in respect of any financial year of the Company, (less the taxation payable thereon by such Participant after allowing for the deduction of the interest payable in terms of this clause 18 and deemed interest in terms of the Seventh Schedule of the Income Tax Act), exceed the interest payable by such Participant on the outstanding balance of his Share Debt in respect of such financial year; then such excess shall, as soon as it has been determined, be paid towards the reduction of the outstanding balance of his Share Debt.
- 18.8 Subject to clause 18.9 below and notwithstanding the provisions of clause 21 below, the Trustees shall be obliged (with the right to make such reasonable extensions as may be necessary in special circumstances) to demand repayment of the full Share Debt by not later than the 11th anniversary of the Option Date of the Shares to which such Share Debt relates. [14.1(d)]
- 18.9 The Trustees may elect, in their discretion, instead of enforcing the provisions of clause 18.8 above to enforce repayment of the outstanding Share Debt, to acquire such Participant's Shares at the Designated Purchase Price. In such event the full amount owing in respect of such Shares to the Trust together with accrued interest thereon shall, if not already due and payable, become immediately due and payable to the Trust and the Trustees shall be entitled to set off amounts payable on the acquisition of such Shares, against such amount owing to the Trust.
- 18.10 The provisions of clause 18.9 above shall apply *mutatis mutandis* if the Participant becomes insolvent, an attempt is made to attach his Shares or the Participant breaches any of the provisions of this Deed.
- 18.11 The Trustees may, in their discretion and as directed by the Board, waive their right to claim payment of the Share Debt in respect of a particular Participant. In such event, the provisions of the Scheme shall apply as if payment in terms of clause 18.8 above had been made and the Shares shall be released from pledge accordingly.
- 18.12 Shares issued by the Scheme may only be sold by the Scheme to a third party if the Participant who is entitled to the Shares resigns or is deceased and forfeits his rights to the Shares or on behalf of a Participant once he becomes entitled to sell the Shares allocated to him.

19. ISSUE OF SHARE CERTIFICATES AND PLEDGE

- 19.1 Within 45 days after the exercise of an Option in respect of any Tranche, the Company will, subject to the provisions of clause 30 below, issue share certificates in the name of the Participant for the Shares acquired pursuant to the exercise of such Option; provided that, if the Participant has elected to receive financial assistance in terms of clause 18.1.2 above, the issue of such share certificates shall be subject to the provisions of clauses 19.2 to 19.4 below. [14.1(d)]
- 19.2 The issue of share certificates pursuant to the exercise of an Option by a Participant shall be subject to the following conditions:
- 19.2.1 The Participant shall execute a pledge of his Shares in favour of the Trust in such form and upon such terms and conditions as are determined by the Trustees and otherwise upon the terms contained in clause 19.3 below;
- 19.2.2 The Trust shall be entitled, irrevocably and *in rem suam*, to recover possession, from the Company Secretary or the Participant concerned, of the share certificates relating to the relevant Shares, including any Scheme Capitalisation Shares and Scheme Rights Shares related thereto;
- 19.2.3 The Participant shall be obliged to pay any securities transfer tax payable on transfer of Shares to him; provided that such amount may be paid by the Trust on his behalf and, in such event, such amount shall form part of his Share Debt.
- 19.3 The pledge of Shares by the Participant to the Trust shall be upon the terms that, *inter alia*:
- 19.3.1 the Participant irrevocably and unconditionally appoints any one of the Trustees as his proxy to vote for him on his behalf, in respect of all such Participant's Shares, at all general meetings of the Company as such Trustee, in his discretion, deems fit; [14.1(e)]
- 19.3.2 the pledge shall include the pledge of any Scheme Capitalisation Shares and Scheme Rights Shares;
- 19.3.3 the pledge of such Shares shall serve a security for the due payment by the Participant of his Share Debt;

- 19.3.4 if a Participant becomes insolvent or there is an attempt to attach his Shares, the provision of clause 18.9 above shall apply, *mutatis mutandis*: provided that:
 - 19.3.4.1 any amounts due to the Participant shall be paid by the Trustees to the Participant or the executors or administrators of his estate, as the case may be; and
 - 19.3.4.2 the Board may, in its discretion, include any other amounts in the net amount due to a Participant under clause 18.9 above, thereby releasing the Participant from his obligation to pay the Share Debt;
- 19.3.5 upon payment in full being received by the Trust for his Share Debt in respect of any Shares, those Shares of the Participant shall be released from the operation of the pledge;
- 19.3.6 the Trust shall be irrevocably and *in rem suam* empowered to execute any instrument of transfer in respect of Shares to give effect to the implementation by it of the powers conferred upon it in terms of this clause 19.3;
- 19.3.7 the Trust shall have the power to pledge any Shares pledged to it in terms of this clause 19.3 for the purpose of raising any money required for the purchase of or subscription for Shares and/or the discharge of any loan owed by the Trust, whether to the Company or otherwise.
- 19.4 Forthwith upon payment in full being received by the Trust for the Share Debt in respect of any Participant, the Trustees shall deliver to the relevant Participant the certificates in respect of such Shares.

20. LISTING OF SHARES

The Company shall, as soon as possible after shares have been acquired by a Participant pursuant to the exercise of an Option, apply for the listing of those Shares on the JSE securities exchange. [14.7]

21. TERMINATION OF EMPLOYMENT

The provisions of this clause 21 shall apply in respect of Options granted to a Participant and Shares acquired by a Participant pursuant to the exercise of an Option, on termination of employment of such Participant by a Group Employer: provided that if a Participant ceases to be employed by one Group Employer but is indefinitely employed by another Group Employer, the provisions of this clause 21 shall not be applicable in such circumstances. [14.1(d)]

21.1 Unexercised Options: Fault Termination

If the employment of a Participant with the relevant Group Company is terminated by reason of a Fault Termination, the Options granted to such Participant pursuant to the provisions of clause 16 above which have not been exercised shall lapse and cease to be of any further force or effect. **Such Options will revert back to the Scheme and are to be held in Trust by the Trustees.**

21.2 Unexercised Options: No Fault Termination

If the employment of a Participant with the relevant Group Company is terminated by reason of a No-Fault Termination, the Participant (or his executor or Curator, as the case may be (provided that the Trustees shall have a discretion to determine whether the Curator is acting in the best interests of the Participant), shall be entitled to accelerate the date for the exercise of any remaining Options or Tranches (“**the Unvested Options**”). The Participant shall exercise the Unvested Options by notice within 30 Business Days of the Termination Date (or such longer period as the Trustees, acting on the instruction of the Board, may determine) in respect of such Participant, failing which the Vested Options and the Unvested Options will lapse. **Such Options will revert back to the Scheme and are to be held in Trust by the Trustees.**

21.3 Exercised Options: Fault and No-Fault Termination

If the employment of a Participant with the relevant Group Company is terminated by reason of a No-Fault Termination or a Fault Termination, the Shares purchased by that Participant by virtue of having exercised an Option may be retained by such Participant, subject to the terms of this Deed; provided that:

- 21.3.1 in the event of a Fault Termination, the amount owing by the Participant to the Trust on account of his Share Debt shall be paid to the Trustees within 30 days of the Termination Date (or such longer period as the Trustees, acting on the instruction of the Board, may determine); and
- 21.3.2 in the event of a No-Fault Termination, the amount owing by the Participant to the Trust on account of his Share Debt shall be paid to the Trustees within 90 days of the Termination Date (or such longer period as the Trustees, acting on the instruction of the Board, may determine), failing which the provisions of clause 18.9 above will apply.

21.4 Deemed Fault Termination

Notwithstanding anything to the contrary contained in this clause 21, if a Participant's employment with the relevant Group Company terminates for any reason whatsoever at a time when (whether known or unknown to the Company or the Trustees) that Participant was, or had been, guilty of conduct which would entitle, or would have entitled, the relevant Group Company to terminate his employment on the grounds of his dishonest and/or fraudulent and/or grossly negligent conduct, or any other similar ground, such Participant's employment shall be deemed to have been terminated by reason of a Fault Termination and the provisions of clauses 21.1 and 21.3 above shall apply where appropriate. In circumstances where the conduct contemplated in this clause 21.4 is only discovered subsequent to the exercise of the Vested Options and/or the Unvested Options as contemplated in clauses 21.1 and 21.2 above, the parties shall be restored to the position that should have applied, had the conduct contemplated herein been discovered as at the Termination Date or prior thereto.

22. RIGHTS ISSUE AND CAPITALISATION ISSUE IN RESPECT OF A PARTICIPANT WHO HAS EXERCISED AN OPTION [14.2]

- 22.1 A Participant who has exercised an Option shall be entitled to participate in any rights issue by the Company in accordance with the terms thereof in respect of the Shares acquired by such Participant pursuant to the exercise of such Option. The provisions of the Share Option Scheme shall apply *mutatis mutandis* to such rights issue Shares as if they were Shares acquired pursuant to the exercise of an Option. If a Participant elects not to participate in any rights issue, any letter of allocation arising therefrom may be sold by the Trustees for the Participant's benefit and the net proceeds remitted to such Participant. A Participant shall not participate in any rights issue in respect of Shares to which an Option relates, until such time as the Option to which such Shares relate has been exercised.
- 22.2 A Participant shall participate in any capitalisation issue in respect of all Shares acquired by such Participant pursuant to the exercise of an Option. A Participant shall not be entitled to renounce his rights to any capitalisation Shares, or dispose thereof in any other way and all such Shares shall be allotted and issued subject to the restrictions and provisions of this Deed. A Participant shall not participate in any capitalisation issue in respect of Shares to which an Option relates, until such time as the Option to which such Shares relate has been exercised.

PART III

23. SHARES AVAILABLE FOR THE SHARE OPTION SCHEME

- 23.1 Subject to the provisions of clauses 23.3 and 23.4 below, the number of Shares which may be purchased by, or allotted and issued to the Trustees in terms of the Schemes ~~from time to time shall not exceed ten percent of the Shares which are in issue in the share capital of the Company) from time to time, or such greater number as may be authorised by the Company from time to time, subject to the prior approval of the JSE 23 556 594.~~ [14.1(b)]
- 23.2 Subject to the provisions of clauses 23.3 and 23.4 below, the maximum number of Shares which may be purchased by any one Participant pursuant to the Schemes shall not exceed ~~five percent of the Shares which are in issue in the share capital of the Company from time to time, without the prior approval of the JSE. 11 778 297.~~ [14.1(c)]
- 23.3 In determining the number of Shares which may be subject to the Schemes as contemplated in clause 23.1 above or which may be acquired by a Participant as contemplated in clause 23.2 above, the Board may by resolution refrain from taking into account Shares which have been purchased by a Participant who has fully discharged the purchase price attributable to such Shares; provided that a period of ten years shall have lapsed from the relevant Option Date in respect of such Shares.
- 23.4 The limits referred to in clauses 23.1 and 23.2 above shall be adjusted in such manner as the Auditors certify to be in their opinion as fair and reasonable as a result of the sub-division or consolidation of the Shares, or the issue of additional Shares whether by way of a capitalisation of the Company's profits and/or reserves (including the Share premium account and the capital redemption reserve fund), or a rights issue. ~~Such adjustment should give a Participant entitlement to the same proportion of the equity capital as that to which he was entitled prior to the occurrence of the relevant event.~~
- 23.5 Subject always to the provisions of sections 222 and 223 of the Act, the members of the Company may from time to time, in general meeting, reserve unissued Shares and place those unissued Shares under the control of the Board for the purpose of the Schemes.

24. DIVIDENDS

- 24.1 The provisions of this clause 24 shall only apply if a Participant who has been granted an Option requires financial assistance as contemplated in clause 18 above. [14.1.(e)]
- 24.2 Any dividend declared in respect of the Shares shall be paid:
- 24.2.1 to the Trustee, *pro tanto* in satisfaction of interest (if any) accrued in respect of the Participant's Share Debt;
- 24.2.2 as to an amount not exceeding the balance of the Participant's Share Debt for the time being, and representing the amount of such dividends less the interest referred to in subclause 24.2.1 above, and less a proportion thereof determined by the Trustees in their discretion as representing the approximate estimated taxation attracted in the hands of the Participant in question as a result of the accrual of that dividend (after taking the interest referred to in subclause 24.2.1 above into account as a deduction), to the Trust by way of reduction *pro tanto* of the Participant's Share Debt; and
- 24.2.3 as to the balance, to the relevant Participant.
- 24.3 Simultaneously with exercising an Option, each Participant shall execute a dividend mandate (which shall be in such form as is determined by the Trustees and approved by the Board) in respect of his Shares authorising the payment of dividends accruing in respect thereof to the Trustees, which mandate shall be cancelled in respect of Shares for which the full Share Debt has been paid, upon such payment having been made, whereafter such dividends shall accrue and be paid to the Participant.
- 24.4 Notwithstanding clauses 24.2 and 24.3 above, the Trust shall, if the Board so determines, pay to any Participant selected by the Board all or any part of any dividend declared in respect of his Shares.
- 24.5 Any dividends accruing to Shares held by the Trust for which no Option has been granted or exercised, shall accrue to the Trust.

25. ASSIGNMENT OF RIGHTS OR OBLIGATIONS

Save where specifically otherwise stated in clauses 17.5 and 21.2 above, no Participant shall be entitled to cede any of his rights or delegate any of his obligations in respect of an Option or in respect of the purchase of Shares arising pursuant to the exercise of such Option. [14.1.(e)]

26. AMENDMENT TO THE SCHEME

- 26.1 The Scheme may be amended from time to time by the Board and the Trustees: provided that:
- 26.1.1 the terms or conditions applicable to any Option which has already been granted to Participants may not be altered without such consent on the part of the Participants concerned (treated as a separate class) as would be required under the Company's articles of association for variation or cancellation of the rights attached to those Shares;
- 26.1.2 no amendment in respect of the matters set out below shall operate unless such amendment has first been approved by the Company in a general meeting, **excluding all the votes attached to all Shares owned and controlled by persons who are existing Participants in the Scheme and which have been acquired in terms of the Scheme:** [14.3]
- 26.1.2.1 The persons who may become Participants under the Share Option Scheme;
- 26.1.2.2 The voting, dividend, transfer and other rights (including those arising on the liquidation of the Company) attaching to the Shares;
- 26.1.2.3 The total number of Shares which may be utilised for the purpose of the Schemes;
- 26.1.2.4 The fixed maximum entitlement for any one Participant;
- 26.1.2.5 The amount, if any, payable on the application for or acceptance of an Option;
- 26.1.2.6 The basis for determining the price payable for the Shares;
- 26.1.2.7 The procedure to be adopted on termination of employment of a Participant under the Scheme;
- 26.1.2.8 Any amendment of this clause 26.1.
- 26.2 If the implementation of any provision of the Scheme is rendered impossible or impracticable by reason of any change in law at any time after the signing of the Deed, the Board shall have the power, with the approval of the Trustees and the JSE, to amend the Scheme in such manner as will result in it being capable of practical implementation in terms of the law then in force so as to result in the Trust, the Group and the Participants enjoying such rights as confer, in the opinion of the Auditors, substantially the same degree of benefit on them as would have been enjoyed by them but for such amendments and change in law.

27. DISPUTES

Any disputes arising out of or in connection with the Scheme or its implementation shall be referred for decision to a Senior Counsel of no less than ten years standing, who shall act as an expert and not as an arbitrator and whose decision shall, in the absence of manifest error, be final and binding upon the parties to the dispute.

28. REORGANISATION OF THE COMPANY

28.1 If the Company at any time after the grant of an Option:

28.1.1 is put into liquidation for purposes of reorganisation; or

28.1.2 is party to a scheme of arrangement affecting the structuring of its share capital; or

28.1.3 reduces its share capital;

28.1.4 sub-divides or consolidates its Shares; or

28.1.5 declares a special dividend,

such adjustments shall be made to the number as referred to in paragraph 23.1 and 23.2 above and the purchase price payable in respect of the Shares forming the subject matter of the Option, as a partner of the Auditors in his discretion may certify as being fair and reasonable in the circumstances subject (when necessary) to the sanction of the court. Such adjustment should give a Participant entitlement to the same proportion of equity capital as that to which he was entitled prior to the occurrence of the relevant event. [14.2(b)]

28.2 If the Company is placed in liquidation otherwise than in terms of clause 28.1.1 above, all Options granted to Participants which have not at the date of liquidation of the Company been accepted or exercised shall automatically lapse.

29. TAKE-OVERS

29.1 If the Company becomes a subsidiary of any company as a result of a take-over, reconstruction or amalgamation which makes provision for the Participants to receive Shares in such other company in exchange for the Shares held by the Participants at the time of such take-over, reconstruction or amalgamation, on terms which the Auditors (acting as experts) determine in their discretion as not less favourable than those to which the Participants are entitled in terms of the Scheme, the Participants shall be obliged to accept such Shares in that other company upon those terms and conditions.

29.2 If the Shareholders of the Company who, between them, hold not less than 51 percent of the issued Shares (“the Majority Shareholders”) agree to sell, exchange or otherwise dispose of their Shares, then the Trustees and the Participants shall be obliged to sell, exchange or otherwise dispose of the Shares held by the Trustees and by the Participants at the same price and upon the same terms and conditions and in the same proportions as the Majority Shareholders sell, exchange or otherwise dispose of their Shares, if the Majority Shareholders so require and the Board so resolves.

30. FAMILY TRUSTS AND IMMEDIATE RELATIONS

30.1 For the purpose of this clause 30, “immediate relations” means, in relation to a Participant, a person who is the spouse or child (whether natural or adopted) or grandchild (whether natural or adopted) of such Participant.

30.2 A Participant shall be entitled by written notice to the Trustees to transfer unexercised Options held by such Participant, or to which he is entitled, to:

30.2.1 a trust established solely for the benefit of such Participant and/or one or more of such Participant's immediate relations; and

30.2.2 any private company and/or close corporation, all classes of the Shares of which are, and/or the entire interest in which is, held and beneficially owned by such Participant and/or his immediate relations and/or Trustees as referred to in subclause 30.2.1 above.

30.3 For the purposes of this clause 30, a trust referred to in clause 30.2.1 above, or a company or close corporation referred to in clause 30.2.2 above, shall be referred to as “a permitted transferee”.

30.4 If a permitted transferee holds Options at a time when the Participant (“the transferring Participant”) who transferred the Options to such permitted transferee, and the transferring Participant's immediate relations, cease:

30.4.1 to own 100 percent of the Shares of such company or members interest of such close corporation, as the case may be; or

30.4.2 to be the sole beneficiaries of such trust,

the Trustees shall be entitled, by notice in writing to the transferring Participant, to require the transferring Participant to re-acquire the Options held by the permitted transferee within 30 days of receipt by the transferring Participant of such notice. If the transferring Participant fails to re-acquire the Options from such permitted transferee within such 30 day period, the Options shall lapse and cease to be of any further force or effect.

30.5 Notwithstanding anything to the contrary contained in this clause 30, no transfer to a permitted transferee shall be effective unless and until the permitted transferee acknowledges that it is aware of the terms of this Deed and agrees to be bound by the terms of this Deed as set out herein.

31. COSTS

31.1 The costs of the preparation of this Deed and all matters incidental thereto shall be borne by the Company.

31.2 All costs and expenses of carrying the Scheme into effect shall be borne by the Company.

32. RATIFICATION

It is affirmed that anything done before the execution of this present Deed (also known as the 2nd Replacement Deed) and which could have been done under this present Deed had it been executed on that date is hereby ratified and confirmed, it being the intention that the last remaining Participant who before the execution of this Present Deed has not yet exercised all his Options shall grant his written consent to the replacement of the Original Deed by this present Deed, and to the deeming of his Options as having been granted in terms of the Present Deed. To this end, Berry's consent to the replacement of the Original Deed by this present Deed, and to the deeming of his Options as having been granted in terms of this present Deed, is attached as Annexure A.

THUS DONE and SIGNED at _____ on this _____ the ____ day of _____ 2011.

For and on behalf of:

SENTULA MINING LIMITED

by

who warrants his authority hereto

THUS DONE and SIGNED at _____ on this _____ the ____ day of _____ 2011.

TRUSTEE

THUS DONE and SIGNED at _____ on this _____ the ____ day of _____ 2011.

TRUSTEE