

THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

The definitions and interpretations commencing on page 9 of this Circular apply, *mutatis mutandis*, to this cover page and throughout the Circular.

Action required:

1. This Circular is important and should be read in its entirety, with particular attention to the section entitled "Action required by Shareholders", which commences on page 7 of this Circular.
2. If you are in any doubt as to the action you should take, please consult your Broker, CSDP, banker, accountant or attorney.
3. If you have disposed of all or any of your RBPlat Shares, please forward this Circular to the purchaser of such Shares or to the Broker, CSDP, banker or other agent through whom the disposal was effected.

RBPlat does not accept responsibility, and will not be held liable, for any action of, or omission by, any CSDP or Broker including, without limitation, any failure on the part of the CSDP or Broker of any beneficial owner of RBPlat Shares to notify such beneficial owner of the details set out in this Circular.

Nothing in this Circular constitutes (or forms part of) any offer for the sale of, or solicitation of any offer to purchase or subscribe for, any securities of RBPlat in any jurisdiction.



Royal Bafokeng Platinum Limited

(Incorporated in the Republic of South Africa)

(Registration number 2008/015696/06)

JSE share code: RBP ISIN: ZAE000149936

("RBPlat" or the "Company")

CIRCULAR TO SHAREHOLDERS

regarding:

- (i) the proposed acquisition by RBPlat of the RPM Participation Interest and the RPM Mining Rights, a category 1 related party transaction in terms of the Listings Requirements, following which the BRPM JV and the JV Agreement will be terminated;
- (ii) the conclusion by RBPlat and RPM of the Contract Mining and Sale of Ore Agreement and consequential termination of the Services Agreement, each of which constitute related party transactions in terms of the Listings Requirements;
- (iii) the conclusion by RBPlat and RPM of the Revised Purchase of Concentrate Agreement in respect of 100% of the concentrate produced by RBR at the Combined Mine and consequential termination of the Existing Purchase of Concentrate Agreement, each of which constitute related party transactions in terms of the Listings Requirements;
- (iv) the appointment of the RPM Nominees to the Board; and
- (v) the approval of an authority to provide financial assistance to RBR in relation to the Transaction, and incorporating:
 - (i) a fairness opinion in respect of –
 - a) the acquisition of the RPM Participation Interest and the RPM Mining Rights and incorporating the conclusion of the Contract Mining and Sale of Ore Agreement and consequential termination of the Services Agreement and JV Agreement; and
 - b) the conclusion of the Revised Purchase of Concentrate Agreement and consequential termination of the Existing Purchase of Concentrate Agreement;
 - (ii) a notice convening a General Meeting; and

(iii) a Form of Proxy (*blue*) in respect of the General Meeting (for use by Certificated Shareholders and Dematerialised Shareholders with “*own name*” registration only).

Corporate Advisor and Transaction Sponsor



Reporting Accountant



Date of issue: 27 August 2018

This Circular is available in English only. Copies of this Circular are available during normal business hours from the registered offices of the Company and the offices of the Corporate Advisor and Transaction Sponsor, at the addresses set out in the “Corporate Information and Advisors” section of this Circular, from Monday, 27 August 2018 until Tuesday, 25 September 2018, both days inclusive. This Circular is also available on the Company’s website, www.bafokengplatinum.co.za/circulars.php, with effect from Monday, 27 August 2018.

CORPORATE INFORMATION AND ADVISORS

Directors

Independent Non-Executive

Advocate KD Moroka SC (*Chairman*)
PJ Ledger
MJ Moffett
TM Mokgosi-Mwantembe
MH Rogers
L Stephens

Non-Executive

O Phetwe
DR Wilson

Executive*

DS Phiri (*Chief Executive Officer*)

**As announced on SENS on 26 April 2018, Mr MJL Prinsloo has resigned as Chief Financial Officer with effect from 10 August 2018 and, as announced on SENS on 12 July 2018, Mr H Rossouw has been appointed as Chief Financial Officer and executive director with effect from 1 October 2018. Ms R Manenzhe has been appointed as acting Chief Financial Officer during the interim period commencing on 13 August 2018 and terminating on 30 September 2018.*

Corporate Advisor and Transaction Sponsor

Questco Proprietary Limited
(Registration number 2002/005616/07)
1st Floor, Yellowwood House
Ballywoods Office Park
33 Ballyclare Drive
Bryanston
2191

Reporting Accountant

PricewaterhouseCoopers Inc.
(Registration number 1998/012055/21)
4 Lisbon Lane
Waterfall City, Jukskei View
Midrand
2090
(Private Bag X36, Sunninghill, 2157)

Independent Expert

Snowden Mining Industry Consultants Proprietary Limited
(Registration number 1998/023556/07)
Technology House
Greenacres Office Park
Cnr Victory and Rustenburg Roads
Victory Park
2195

Company Secretary and Registered Office

Lester Jooste (ACIS)
The Pivot
Block C, 4th Floor
No 1 Montecasino Boulevard
Fourways
2055
(PO Box 2283, Fourways, 2055)

Date and place of incorporation

1 July 2008
Republic of South Africa

Transfer Secretaries

Computershare Investor Services Proprietary Limited
(Registration number 2004/003647/07)
Rosebank Towers
15 Biermann Avenue
Rosebank
2196
(PO Box 61051, Marshalltown, 2107)

Legal Advisor

Bowman Gilfillan Inc.
(Registration number 1998/021409/21)
11 Alice Lane
Sandton
2196
(PO Box 785812, Sandton, 2146)

JSE Sponsor

Merrill Lynch South Africa Proprietary Limited
(Registration number 1995/001805/07)
The Place
1 Sandton Drive
Sandhurst, 2196
(PO Box 651987, Benmore, 2010)

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IMPORTANT INFORMATION; FORWARD-LOOKING STATEMENTS AND OTHER DISCLAIMERS

The definitions and interpretations commencing on page 9 of this Circular apply, *mutatis mutandis*, to this section and throughout this Circular.

GENERAL

The release, publication or distribution of this Circular in certain jurisdictions may be restricted by law and therefore persons in any jurisdiction into which this Circular is released, published or distributed should inform themselves about and observe such restrictions. Any failure to comply with the applicable restrictions may constitute a violation of the securities laws of any such jurisdiction. Accordingly, this Circular is for information purposes only and does not constitute (or form part of) any offer for the sale of, or the solicitation of any offer to purchase or subscribe for, any securities of RBPlat in any jurisdiction.

CERTAIN FORWARD-LOOKING STATEMENTS

This Circular may include statements that are, or may be deemed to be, “forward-looking statements”. These forward-looking statements may be identified by the use of forward-looking terminology, including the terms “believes”, “estimates”, “plans”, “projects”, “anticipates”, “expects”, “intends”, “may”, “will” or “should” or, in each case, their negative or other variations or comparable terminology, or by discussions of strategy, plans, objectives, goals, future events or intentions. Forward-looking statements may, and often do, differ materially from actual results. Any forward-looking statements included in this Circular reflect the Company’s current view with respect to future events and are subject to risks relating to future events and other risks, uncertainties and assumptions relating to the Company’s business, results of operations, financial position, liquidity, prospects, growth and strategies. Forward-looking statements included in this Circular are made only as at the Last Practicable Date, and RBPlat undertakes no obligation and does not intend to update publicly or release any revisions to these forward-looking statements.

The forward-looking statements contained in this Circular have not been reviewed nor reported on by the auditors of the Company.

Many factors could cause RBPlat’s actual performance, results or achievements to be materially different from any future performance, results or achievements that may be expressed or implied by such forward-looking statements.

These factors include, *inter alia*:

- PGM and base metal production;
- PGM and base metal prices;
- exchange rates;
- production costs and efficiencies, including the costs of compliance with applicable laws and regulations;
- inflation;
- operational risks of production;
- the ability of the Company to implement its strategy, including the development of Styldrift I and Styldrift II;
- estimates of the Company’s mineral resources and reserves;
- the operation of the Combined Mine;
- the operation of the concentrator plant acquired pursuant to the Maseve Plant Acquisition; and
- capital expenditure required for its operations.

INFORMATION REGARDING CORPORATE ADVISOR

Questco is acting exclusively for RBPlat and for no one else in connection with the matters described in this Circular and is not, and will not be, responsible to any party other than RBPlat for providing the protections afforded to its clients nor for providing advice in connection with the matters set out in this Circular (save for its obligations as transaction sponsor in terms of the Listings Requirements).

As indicated in this Circular, Questco fulfils the functions of Corporate Advisor and Transaction Sponsor to RBPlat. It is Questco's opinion that the performance of these functions do not represent a conflict of interests for Questco, impair Questco's independence from RBPlat or impair Questco's objectivity in its professional dealings with RBPlat or in relation to the Transaction.

DATE OF INFORMATION PROVIDED

Unless the context clearly indicates otherwise, all information provided in this Circular is provided as at the Last Practicable Date.

SALIENT DATES AND TIMES

The definitions and interpretations commencing on page 9 of this Circular apply, *mutatis mutandis*, to this section and throughout this Circular.

2018

Record date to determine which Shareholders are entitled to receive this Circular	Friday, 17 August
Posting of Circular and Notice of General Meeting on, and announcement published on SENS on	Monday, 27 August
Last day to trade in order to be recorded in the Register and thereby be eligible to attend, speak and vote at the General Meeting	Tuesday, 11 September
Record date to determine which Shareholders are entitled to attend, speak and vote at the General Meeting	Friday, 14 September
Forms of Proxy to be received by the Transfer Secretaries by 09:00	Thursday, 20 September
Election to participate in the General Meeting by way of telephone conference to be received by 09:00	Thursday, 20 September
General Meeting to be held at 09:00	Tuesday, 25 September
Results of General Meeting published on SENS on or about	Tuesday, 25 September

Notes:

1. The dates and times set out in this Circular are subject to change, with the approval of the JSE (if required). Any change in the dates and times will be published on SENS. All times given in this Circular are local times in South Africa.
2. Shareholders are reminded that as trades in RBPlat Shares are settled in the electronic settlement system used by Strate, settlement of trades will take place three Business Days after such trade. Therefore, persons who acquire RBPlat Shares after Tuesday, 11 September 2018, being the last day to trade in order to be eligible to attend, speak and vote at the General Meeting, will not be entitled to attend, speak and vote at the General Meeting.
3. No dematerialisation or rematerialisation of RBPlat Shares may take place between the day following last day to trade in order to be eligible to attend, speak and vote at the General Meeting, being Wednesday, 12 September 2018, and the record date in respect of being eligible to attend, speak and vote at the General Meeting, being Friday, 14 September 2018.
4. Dematerialised Shareholders, other than those with "own name" registration, must provide their Broker or CSDP with their instructions for voting at the General Meeting by the cut-off date and time stipulated by their Broker or CSDP in terms of their respective custody agreements.
5. Any Form of Proxy not delivered to the Transfer Secretaries by the stipulated date and time may be handed to the chairman of the General Meeting (or any adjournment or postponement thereof) before such Shareholder's voting rights are exercised at the General Meeting (or any adjournment or postponement thereof).
6. If the General Meeting is adjourned or postponed, the Forms of Proxy submitted for the initial General Meeting will remain valid in respect of any adjournment or postponement of the General Meeting, unless the contrary is stated in such Form of Proxy.

ACTION REQUIRED BY SHAREHOLDERS

This Circular is important and requires your immediate attention. Please take careful note of the following provisions regarding the actions required of Shareholders in connection with this Circular.

If you are in any doubt as to the action you should take, please consult your Broker, CSDP, banker, accountant, attorney or other professional advisor immediately. If you have disposed of all or any of your RBPlat Shares, please forward this Circular (together with the Form of Proxy) to the purchaser of such Shares or to the Broker, CSDP, banker or other agent through whom the disposal was effected.

This Circular contains information relating to the Transaction and associated matters and the approvals required from Shareholders in connection therewith. Consequently, you should carefully read through this Circular in its entirety and decide how you wish to vote on the Resolutions (as set forth in the Notice of the General Meeting) to be proposed at the General Meeting.

VOTING AND ATTENDANCE AT THE GENERAL MEETING

Shareholders are invited to attend a General Meeting, convened in terms of the Notice of General Meeting (which is attached to, and forms part of, this Circular) for purposes of considering and, if deemed fit, passing, with or without modification, the resolutions set forth in the Notice of General Meeting. The General Meeting will be held in the Castello Room at the Palazzo Hotel, Montecasino Boulevard, Fourways on Tuesday, 25 September 2018 at 09:00.

1. DEMATERIALIZED SHAREHOLDER WITHOUT “OWN NAME” REGISTRATION

Voting at the General Meeting

If you are a Dematerialised Shareholder without “*own name*” registration, your Broker or CSDP should contact you to ascertain how you wish to cast your votes (or abstain from casting your vote) at the General Meeting (or any adjournment or postponement thereof) and will thereafter cast your votes (or abstain from casting your vote) in accordance with your instructions.

If you have not been contacted by your Broker or CSDP, it is advisable that you contact your Broker or CSDP and furnish it with your voting instructions.

If your Broker or CSDP does not obtain voting instructions from you, it will be obliged to vote in accordance with the provisions of the custody agreement concluded between you and your Broker or CSDP.

You must **not** complete the attached Form of Proxy.

Attendance and representation at the General Meeting

In accordance with the mandate between you and your Broker or CSDP, you must advise your Broker or CSDP if you wish to attend the General Meeting in person or if you wish to send a proxy to represent you at the General Meeting, and your Broker or CSDP will procure that the necessary letter of representation is issued for you to attend the General Meeting (or any adjournment or postponement thereof).

RBPlat does not accept responsibility and will not be held liable, under any applicable law or regulation, for any action of, or omission by, the CSDP or Broker of a Dematerialised Shareholder, including, without limitation, any failure on the part of the CSDP or Broker of any beneficial owner to notify such beneficial owner of the General Meeting or of the matters set forth in this Circular.

2. CERTIFICATED SHAREHOLDER OR DEMATERIALIZED SHAREHOLDER WITH “OWN NAME” REGISTRATION

If you are a Certificated Shareholder or a Dematerialised Shareholder with “*own name*” registration, you may attend the General Meeting in person and may vote (or abstain from casting your vote) at the General Meeting.

Alternatively, you may appoint a proxy, which need not be a Shareholder, to represent you at the General Meeting by completing the attached Form of Proxy in accordance with the instructions contained therein and delivering it to the Transfer Secretaries, as follows:

- by hand: Rosebank Towers, 15 Biermann Avenue, Rosebank, Johannesburg, 2196, South Africa; or
- by post: PO Box 61051, Marshalltown, 2107, South Africa; or
- by e-mail: proxy@computershare.co.za; or
- by fax: +27 11 688 5238,

so as to be received by no later than Thursday, 20 September 2018 at 09:00.

Should the Form of Proxy not be delivered to the Transfer Secretaries by the foregoing date and time, you will nevertheless be entitled to furnish your Form of Proxy to the chairman of the General Meeting before the appointed proxy exercises any of your shareholder rights at the General Meeting (or any adjournment or postponement thereof).

If you hold Certificated Shares and wish to Dematerialise such Shares, please contact the Transfer Secretaries or your Broker or CSDP.

3. **IDENTIFICATION OF SHAREHOLDERS AND PROXIES**

In terms of section 63(1) of the Companies Act, before any person may attend or participate in the General Meeting, that person must present reasonably satisfactory identification and the person presiding at the General Meeting must be reasonably satisfied that the right of the person to participate in and vote at the General Meeting, either as a Shareholder, or as a proxy for a Shareholder, has been reasonably verified. Acceptable forms of identification include a valid green-bar coded or smart card identification document issued by the South African Department of Home Affairs, South African driver's licence or a valid passport.

4. **ELECTRONIC PARTICIPATION IN THE GENERAL MEETING**

Shareholders (or a representative or a proxy of such Shareholders) may participate in (but not vote at) the General Meeting by way of telephone conference call. If they wish to do so, they:

- must contact Lester Jooste (by email at the address lester@bafokengplatinum.co.za) by no later than 09:00 on Thursday, 20 September 2018 in order to obtain dial-in details for the conference call; and
- will be required to provide reasonably satisfactory identification.

Shareholders and their proxies will not be able to vote telephonically at the General Meeting and, if they wish to vote at the General Meeting, will still need to appoint a proxy or representative to attend the General Meeting in person and to vote on their behalf at the General Meeting.

The Company reserves the right not to provide for electronic participation at the General Meeting in the event that it is not practical to do so, for whatever reason, including an insufficient number of Shareholders (or their representatives or proxies) choosing to make use of the facility. Shareholders are hereby deemed to agree that RBPlat has no responsibility or liability for any loss, damage, penalty or claim arising in any way from using the facilities whether or not as a result of any act or omission on the part of the Company or anyone else.

DEFINITIONS AND INTERPRETATIONS

In this Circular, unless otherwise stated or the context so requires, the words and expressions in the first column have the meanings stated opposite them in the second column, words in the singular shall include the plural and *vice versa*, words denoting one gender include the others and expressions denoting natural persons include juristic persons and associations of persons and *vice versa*:

“4E”	3PGM+Au, that is, platinum, palladium, rhodium and gold;
“30-day VWAP”	the volume weighted average share price at which RBPlat Shares have traded on the exchange operated by the JSE for the 30 Business Day period ending on the relevant calculation date indicated herein;
“Act”	the Companies Act (No. 71 of 2008), as amended from time to time;
“Acquisition”	the acquisition by RBR of the RPM Participation Interest and the RPM Mining Rights for the Purchase Consideration and subject to the terms and conditions as set out in the Sale and Purchase Agreement;
“Amplats”	Anglo American Platinum Holdings Limited (Registration number 1946/022452/06), a public company incorporated in accordance with the laws of the Republic of South Africa, listed on the Main Board of the JSE under share code AMS and the sole shareholder of RPM;
“Board” or “Directors”	the board of directors of the Company as at the Last Practicable Date, the names of whom are set out in the “Corporate Information and Advisors” section of this Circular, or any one or each of them, as the context may require;
“Broker”	any person registered as a “broking member (Equities)” in terms of the rules of the JSE, issued and published in accordance with the Financial Markets Act;
“BRPM”	Bafokeng Rasimone Platinum Mine;
“BRPM JV”	an unincorporated joint venture, regulated by the JV Agreement, established between RBR and RPM in order to exploit PGMs on the BRPM JV Properties as a single entity, the operational management of which vests in RBPMS;
“BRPM JV Properties”	the Boschkoppe, Frischgewaagd and Styldrift farms, collectively;
“Business Day”	any day, other than a Saturday, Sunday or gazetted public holiday in South Africa;
““C” Preference Shares”	the cumulative redeemable preference shares of R0.01 par value each in the issued share capital of RBR;
“Certificated Shareholders”	holders of Certificated Shares;
“Certificated Shares”	RBPlat Shares which have not been Dematerialised and which are represented by a share certificate or other documents of title acceptable to the Company;
“Circular”	this circular to Shareholders, dated Monday, 27 August 2018, including the annexures hereto and incorporating the Notice of General Meeting and the Form of Proxy;
“Claw Back Offer”	a claw back offer as contemplated in paragraph 5.38 of the Listings Requirements;

“Combined Mine”	the mining operation and business established by, <i>inter alia</i> , RPM and RBR in a joint venture for their mutual benefit, to exploit PGMS in respect of the BRPM JV Properties, which is currently operated by RBPMS in terms of the Services Agreement and which will, post-implementation of the Transaction, be owned and operated by RBR;
“Conditions Precedent to Phase I”	the conditions precedent to Phase I of the Transaction as set out in paragraph 5.4 of this Circular;
“Condition Precedent to Phase II”	the Condition Precedent to Phase II of the Transaction as set out in paragraph 5.5 of this Circular;
“Consideration Shares”	Shares issued by RBPlat, on behalf of RBR, in settlement of all or a part of the Deferred Consideration due and payable at the relevant payment date, where the number of Consideration Shares issued shall be calculated as the amount due and payable (or portion thereof) in respect of the Deferred Consideration which RBR has elected to settle in Shares as at the relevant payment date, divided by the 30-day VWAP as at the Business Day immediately preceding the relevant Deferred Consideration Notice Date;
“Contract Mining and Sale of Ore Agreement”	<p>the agreement entered into between RPM and RBR, dated 4 July 2018, in terms of which, subject to the fulfillment of the Conditions Precedent to Phase I –</p> <ul style="list-style-type: none"> (i) RPM has appointed RBR as contractor to manage, control, administer, maintain and rehabilitate the RPM Mining Rights; and (ii) RBR has agreed to purchase the ore extracted from the Combined Mine and attributable to RPM, from RPM, <p>during the Interim Period, on the terms and subject to the conditions as set out in paragraph 6;</p>
“Contribution Agreement”	the agreement entered into between RBR and RPM (acting in their capacity as partners in the BRPM JV), on 18 April 2018, in terms of which RBR contributed the assets acquired pursuant to the Maseve Plant Transaction (“Plant Assets”) to the BRPM JV, so that RPM and RBR, in their capacity as partners in the BRPM JV, each held an undivided share in the Plant Assets <i>pro rata</i> to their participation interest in the BRPM JV, in exchange for a purchase price of R706 347 064.03 in respect of 100% of the Plant Assets;
“Corporate Advisor and Transaction Sponsor” or “Questco”	Questco Proprietary Limited (Registration number 2002/005616/07), a private company duly incorporated in accordance with the laws of South Africa;
“CPI”	South African Consumer Price Index;
“CSDP”	Central Securities Depository Participant, being a “participant” as defined in the Financial Markets Act;
“Deferred Consideration”	the balance of the Purchase Consideration due after deducting the Initial Consideration and off-setting the Receivable, which shall be increased at the Escalation Rate and remain owing to RPM on loan account in accordance with paragraph 5.2.2;
“Deferred Consideration Notice Date”	the date on which RBR notifies RPM whether the due and payable portion of the Deferred Consideration shall be discharged in cash and/or by RBPlat issuing the Consideration Shares, and which date, in each case, may not be later than 20 Business Days prior to the date on which settlement of that portion of the Deferred Consideration, becomes due and payable in terms of the Sale and Purchase Agreement;

<p>“Dematerialisation” or “Dematerialise” or “Dematerialised”</p>	<p>the process by which securities which are evidenced by a certificate are converted to securities that are held in collective custody by a CSDP or its nominee in a separate central securities account and are transferable by electronic entry without a certificate or written instrument;</p>
<p>“Dematerialised Shareholders”</p>	<p>holders of Dematerialised Shares;</p>
<p>“Dematerialised Shares”</p>	<p>RBPlat Shares which have been Dematerialised;</p>
<p>“Disinterested Shareholders”</p>	<p>RBPlat Shareholders excluding RPM and/or its associates (where “associates” shall bear the meaning as defined in the Listings Requirements), if any;</p>
<p>“DMR”</p>	<p>Department of Mineral Resources;</p>
<p>“Enlarged Debt”</p>	<p>collectively, the existing revolving credit, term debt and general banking facilities advanced to the Group by the Lenders with an aggregate existing facility amount of R2 billion which shall, as a Condition Precedent to Phase I, be increased to a maximum amount of R3 billion in order to reflect RBPlat’s (indirect) pro rata increase in the Combined Mine;</p>
<p>“Escalation Rate”</p>	<p>the rate at which the Deferred Consideration shall escalate (with such increase being treated as a purchase price adjustment), being a percentage equal to the variable interest rate charged by the Lenders on the Enlarged Debt (as amended or adjusted from time to time), plus an additional 200 basis points, compounded quarterly in arrears (implying an Escalation Rate of 12.36% as at the Last Practicable Date);</p>
<p>“Existing Purchase of Concentrate Agreement”</p>	<p>the existing amended and restated agreement for the disposal of concentrate entered into between, <i>inter alia</i>, RBR and RPM (in their capacity as partners in the BRPM JV) on or about 14 December 2010, in terms of which RBR is obligated to deliver concentrate to RPM, which agreement shall be terminated with effect on or around the Phase I Effective Date (when the Revised Purchase of Concentrate Agreement shall come into effect) in terms of the Termination Agreement;</p>
<p>“Financial Markets Act”</p>	<p>Financial Markets Act (No. 19 of 2012), as amended or replaced from time to time;</p>
<p>“Form of Proxy”</p>	<p>the form of proxy incorporated into this Circular for use by Certificated Shareholders and Dematerialised Shareholders with “<i>own name</i>” registration only, for purposes of appointing a proxy to represent such RBPlat Shareholder at the General Meeting;</p>
<p>“g/t”</p>	<p>grams per tonne;</p>
<p>“General Meeting”</p>	<p>the general meeting of Shareholders to be held in the Castello Room at the Palazzo Hotel, Montecasino Boulevard, Fourways on Tuesday, 25 September 2018 at 09:00, to consider and if deemed fit, pass the Resolutions set out in the Notice of General Meeting, with or without modification;</p>
<p>“Group”</p>	<p>collectively, RBPlat and its subsidiaries (as such term is defined in section 3 of the Companies Act), which shall, prior to the Phase I Effective Date, include the BRPM JV;</p>
<p>“HDSA”</p>	<p>Historically Disadvantaged South Africans, as defined in the amendments to the Broad-Based Socio-Economic Empowerment Charter for the South African Mining Industry, September 2010;</p>
<p>“IFRS”</p>	<p>International Financial Reporting Standards, as issued by the International Accounting Standards Board;</p>

“Independent Expert” or “Snowden”	Snowden Mining Industry Consultants Proprietary Limited (Registration number 1998/023556/07), a private company registered and incorporated in terms of the laws of South Africa;
“Initial Capital Raising”	the issue by RBPlat of 9 791 823 Shares to Public Shareholders, which constitutes 4.9% of the RBPlat Shares in issue, in terms of RBPlat’s general authority to issue Shares for cash that was approved at its annual general meeting held on 10 April 2018;
“Initial Consideration”	the entire aggregate proceeds raised pursuant to the Initial Capital Raising which proceeds shall be payable to RPM on the Phase I Effective Date in cash and in partial settlement of the Purchase Consideration;
“Interim Period”	the period commencing on 4 July 2018 (being the date of signature of the Sale and Purchase Agreement) and terminating on the Phase I Effective Date, and during which period the BRPM JV will continue to be operated in terms of the JV Agreement;
“JIBAR”	the Johannesburg Interbank Average Rate;
“JSE”	JSE Limited (Registration number 2005/022939/06), a public company incorporated in South Africa and licensed to operate an exchange under the Financial Markets Act;
“JV Agreement”	the second amended and restated notarial joint venture agreement, dated 12 August 2002, as amended from time to time, entered into between RBR, RPM and the Royal Bafokeng Nation, regulating the BRPM JV;
“koz”	kilo ounce;
“ktpm”	kilo tonnes per month;
“Last Practicable Date”	the last practicable date prior to the finalisation of this Circular, being Wednesday, 15 August 2018;
“Listings Requirements”	the Listings Requirements of the JSE, as amended from time to time;
“Lenders”	collectively, Nedbank Limited and FirstRand Bank Limited (trading through its Rand Merchant Bank division), in their capacity as lenders to the Group under the Enlarged Debt;
“Maseve”	Maseve Investments 11 Proprietary Limited (Registration number 2008/018995/07), a private company registered and incorporated in terms of the laws of South Africa and, since 14 February 2018, a wholly-owned subsidiary of RBPlat (prior to which, Maseve’s shareholders were PTM (RSA) and Africa Wide Mineral Prospecting and Exploration Proprietary Limited), with its registered address at 1st Floor, Platinum House, 24 Sturdee Avenue, Rosebank, Johannesburg;
“Maseve Plant Transaction”	the transaction, effective on 14 February 2018, in terms of which RBR acquired the concentrator plant and certain surface assets of Maseve, from Maseve, for an aggregate consideration equal to the ZAR equivalent of USD58 million;
“Maseve Share Transaction”	the transaction, effective on 26 April 2018, in terms of which RBPlat acquired 100% of the shares in and shareholder claims against Maseve for an aggregate consideration equal to the ZAR equivalent of USD5 million in respect of the shares in Maseve and USD7 million in respect of the shareholder loan, settled by way of the issue of 347 056 RBPlat Shares to Africa Wide Mineral Prospecting and Exploration Proprietary Limited and 4 524 279 RBPlat shares to PTM (RSA);

“Maseve Acquisition Agreements”	collectively, (i) the sale of business agreement concluded between Maseve, PTM (RSA) and RBR on 23 November 2017 (and including all subsequent addenda thereto), regulating the Maseve Plant Transaction; and (ii) the scheme implementation agreement entered into between RBPlat, PTM (RSA) and Maseve, regulating the Maseve Share Transaction;
“Mining Right Transfer Date”	the date on which the deeds of cession relating to the RPM Mining Rights are executed, provided that the Section 11 Approval shall have been granted;
“Mt”	million tonnes;
“Notice of General Meeting”	the notice to Shareholders convening the General Meeting to conduct the business described therein and which notice is attached to, and is incorporated in, this Circular;
“Parties”	RBPlat, RBR and RPM;
“Phase I”	Phase I of the Acquisition being the proposed acquisition by RBR of the RPM Participation Interest from RPM;
“Phase II”	Phase II of the Acquisition being the proposed acquisition by RBR of the RPM Mining Rights from RPM;
“Phase I Effective Date”	the effective date of Phase I, being the first Business Day of the calendar month following the Phase I Fulfilment Date, or such other date as the Parties may agree in writing;
“Phase II Effective Date”	the effective date of Phase II, being the Mining Right Transfer Date;
“Phase I Fulfilment Date”	the date on which the last Condition Precedent to Phase I has been met or waived (to the extent waiver is possible);
“PGM”	platinum group metals;
“PTM”	Platinum Group Metals Limited (Registration number BC0642278), a company registered in accordance with the laws of British Columbia, Canada with shares listed on the Toronto Stock Exchange in Canada and the NYSE MKT LLC in the USA;
“PTM (RSA)”	Platinum Group Metals (RSA) Proprietary Limited (Registration number 2000/025984/07), a company registered in accordance with the laws of South Africa, wholly-owned by PTM, with its registered address at 1st Floor, Platinum House, 24 Sturdee Avenue, Rosebank, Johannesburg;
“Purchase Consideration”	the purchase consideration payable by RBR to RPM as consideration for the acquisition of the RPM Participation Interest and the RPM Mining Rights, being an amount of R1.863 billion;
“Purchase Price Adjustment”	the upward adjustment made to the Purchase Consideration calculated as the aggregate amount of all cash calls contributed by RPM to the BRPM JV during the Interim Period, less the aggregate amount of any distribution that RPM receives from the BRPM JV during the Interim Period, which amount shall be settled by RBR to RPM in cash on the Phase I Effective Date;
“Public Shareholders”	shall bear the meaning as defined in paragraphs 4.25 and 4.26 of the Listings Requirements;

“BPMS”	Royal Bafokeng Platinum Management Services Proprietary Limited (Registration number 2009/001885/07), a private company incorporated in accordance with the laws of South Africa and a wholly-owned subsidiary of RBPlat;
“RBPlat” or “the Company”	Royal Bafokeng Platinum Limited (Registration number 2008/015696/06), a public company, registered and incorporated in terms of the laws of South Africa and listed on the Main Board of the JSE under share code RBP;
“RBPlat Share/s” or “Share/s”	ordinary no par value shares in the stated capital of the Company;
“RBH”	Royal Bafokeng Holdings Proprietary Limited (Registration number 2006/006909/07), a private company incorporated in accordance with the laws of the Republic of South Africa and the controlling shareholder of the Company (collectively, through RBH’s wholly-owned subsidiaries, Royal Bafokeng Platinum Holdings Proprietary Limited (Registration number 2007/030589/07) and Emikaway Proprietary Limited (Registration number 2013/169220/07));
“RBN Surface Lease”	the surface leases entered into between RPM and RBR (in their capacity as partners in the BRPM JV) and the Royal Bafokeng Nation Traditional Counsel on or about 7 December 2009 in respect of – <ul style="list-style-type: none"> (i) portion 1 and the remaining extent of the farm Boschkoppie 104 JQ; and (ii) the farm Styldrif 90;
“RBR”	Royal Bafokeng Resources Proprietary Limited (Registration number 2002/013162/07), a private company, registered and incorporated in terms of the laws of South Africa and a wholly-owned subsidiary of RBPlat;
“RBR Reserved Concentrate”	50% of the concentrate produced by the Combined Mine;
“RBR Share of the RPM Reserved Concentrate”	17% of the concentrate produced by the Combined Mine;
“Receivable”	a receivable owing by an external party to the BRPM JV, RBR’s share of which (being 67% of the Receivable and amounting to R13 million) was ceded by RBR to RPM pursuant to the Transaction and shall be off-set against the Purchase Consideration in partial discharge thereof;
“Register”	collectively, the register of Shareholders holding Certificated Shares maintained by the Transfer Secretaries and each of the sub-register of Shareholders who hold Dematerialised Shares maintained by the relevant CSDPs, in accordance with section 50 of the Act;
“Reporting Accountants” or “PWC”	PricewaterhouseCoopers Inc. (Registration number 1998/012055/21), a personal liability company duly incorporated in accordance with the laws of South Africa;

“Resolutions”	<p>the resolutions to be proposed at and voted on at the General Meeting as set out in the Notice of General Meeting, including –</p> <ul style="list-style-type: none"> (i) Ordinary Resolution No. 1: approval of the Acquisition; (ii) Ordinary Resolution No. 2: approval of the Revised Purchase of Concentrate Agreement and consequential termination of the Existing Purchase of Concentrate Agreement; (iii) Ordinary Resolution No. 3: approval of the Contract Mining and Sale of Ore Agreement and consequential termination of the Service Agreement; (iv) Ordinary Resolutions No. 4 and 5: appointment of the RPM Nominees; and (v) Special Resolution No. 1: approval of an authority to provide financial assistance to RBR in relation to the Transaction;
“Revised Purchase of Concentrate Agreement”	<p>the revised disposal of concentrate agreement entered into between RBR and RPM on 4 July 2018, in terms of which RBR shall deliver concentrate to RPM;</p>
“RPM”	<p>Rustenburg Platinum Mines Limited (Registration number 1931/003380/06), a public company incorporated in accordance with the laws of South Africa and a wholly-owned subsidiary of Amplats;</p>
“RPM Concentrate”	<p>33% of the concentrate produced by the Combined Mine;</p>
“RPM Mining Rights”	<p>RPM’s 33% undivided interest in the new order mining rights registered over the BRPM JV Properties;</p>
“RPM Nominees”	<p>the non-executive directors nominated by RPM for election to the Board as contemplated in paragraph 5.6;</p>
“RPM Participation Interest”	<p>RPM’s undivided 33% participation in the business undertaken by the BRPM JV and RPM’s rights and obligations arising from the JV Agreement, and including, <i>inter alia</i>, –</p> <ul style="list-style-type: none"> (i) all assets owned by RPM, the use of which it has contributed to the BRPM JV for the operation of the business of the BRPM JV; (ii) RPM’s undivided interest in the assets forming part of and/or owned by the BRPM JV (and held by RPM and RBR in undivided interests as partners in the BRPM JV) as at the Phase I Effective Date; (iii) all liabilities of RPM in relation to, associated with, arising out of or in respect of the RPM Participation Interest in the BRPM JV, which liabilities shall be assumed by RBR in settlement thereof; and (iv) the RBN Surface Lease, <p>but excluding the RPM Mining Rights and liabilities of RPM and its affiliates in relation to tax and certain royalty payments;</p>
“Sale and Purchase Agreement”	<p>the sale and purchase agreement dated 4 July 2018 in terms of which RBR agreed to acquire, and RPM agreed to sell, the RPM Participation Interest and the RPM Mining Rights, on the terms and subject to the conditions as summarised in paragraph 5;</p>
“Section 11 Approval”	<p>approval by the DMR of the transfer of the RPM Mining Rights to RBR, in terms of section 11 of the Mineral and Petroleum Resources Development Act, No. 28 of 2012;</p>
“SENS”	<p>the Stock Exchange News Service of the JSE;</p>

“Services Agreement”	the services agreement concluded between RBPMS, RPM and RBR in or around 2009 (prior to the listing of RBPlat on the JSE) in terms of which RBPMS was appointed as the operator of the Combined Mine which agreement shall, as a consequence of the implementation of the Transaction (and pursuant to the Termination Agreement) be terminated with effect from the Phase I Effective Date;
“Shareholder/s”	holders of RBPlat Shares;
“South Africa”	the Republic of South Africa;
“Strate”	Strate Proprietary Limited (Registration number 1998/022242/07), a private company registered and incorporated in terms of the laws of South Africa, and a registered central securities depository in terms of the Financial Markets Act;
“Styldrift I”	the Styldrift I underground mine of the BRPM JV, located within the boundaries of the Styldrift and Frischgewaagd farms;
“Styldrift II”	the exploration project, known as Styldrift II, being undertaken within the boundaries of the Styldrift farm;
“Termination Agreement”	the agreement entered into between RBPMS, RBR and RPM on 4 July 2018 that gives effect to the termination of the Existing Purchase of Concentrate Agreement and the Services Agreement with effect on or around the Phase I Effective Date;
“Transaction”	collectively, the following transaction components – <ul style="list-style-type: none"> (i) the Acquisition, a category 1 related party transaction in terms of the Listings Requirements; (ii) the conclusion of the Contract Mining and Sale of Ore Agreement and consequential termination of the Services Agreement, each of which constitute related party transactions in terms of the Listings Requirements; (iii) the entering into by RBPlat and RPM of the Revised Purchase of Concentrate Agreement in respect of 100% of the concentrate produced by the Combined Mine and consequential termination of the Existing Purchase of Concentrate Agreement, each of which constitute related party transactions in terms of the Listings Requirements; and (iv) the appointment of the RPM Nominees to the Board;
“Transfer Secretaries” or “Computershare”	Computershare Investor Services Proprietary Limited (Registration number 2004/003647/07), a private company registered and incorporated in terms of the laws of South Africa;
“USD”	United States Dollar;
“VAT”	Value Added Taxation, levied in terms of the Value Added Tax Act (No. 89 of 1991), as amended; and
“ZAR” or “R”	South African Rand.



Royal Bafokeng Platinum Limited

(Incorporated in the Republic of South Africa)

(Registration number 2008/015696/06)

JSE share code: RBP ISIN: ZAE000149936

("RBPlat" or the "Company")

CIRCULAR TO SHAREHOLDERS

1. INTRODUCTION AND PURPOSE OF THIS CIRCULAR

- 1.1 Shareholders are referred to the terms announcement as published by RBPlat on SENS on 5 July 2018 wherein Shareholders were advised that RBPlat, through its wholly-owned subsidiary, RBR, and RPM, a wholly-owned subsidiary of Amplats, have agreed the terms of a transaction in terms of which –
 - 1.1.1 RBR will implement the Acquisition and acquire the RPM Participation Interest and the RPM Mining Rights from RPM for an aggregate consideration of R1.863 billion;
 - 1.1.2 the Parties will, with effect from the Phase I Effective Date and terminating on the Phase II Effective Date, implement the Contract Mining and Sale of Ore Agreement in terms of which RBR shall be appointed to manage, control, administer, maintain and rehabilitate the RPM Mining Rights during such period of time and which agreement shall replace, in its entirety, the existing Services Agreement (which agreement shall be terminated);
 - 1.1.3 the Existing Purchase of Concentrate Agreement entered into between, *inter alia*, RBR and RPM, in their capacity as partners in the BRPM JV, will be terminated and replaced in its entirety by the Revised Purchase of Concentrate Agreement, that substantially retains the parties' existing rights in respect of the RBR Reserved Concentrate (being 50% of the concentrate) and the RBR Share of the RPM Concentrate (being 17% of the concentrate), whilst substantially extending such rights to the RPM Concentrate (being the balance of 33% of the concentrate), as further described in paragraph 6; and
 - 1.1.4 the RPM Nominees will be appointed to the Board.
- 1.2 The aggregate consideration of R1.863 billion for the RPM Participation Interest and RPM Mining Rights constitutes more than 30% of the market capitalisation of RBPlat, therefore the Acquisition constitutes a category 1 transaction for RBPlat as contemplated in section 9 of the Listings Requirements and is subject to shareholder approval as set out in the Notice of General Meeting.
- 1.3 Given the fact that RPM has, in the preceding 12-month period, held in excess of 10% of the RBPlat Shares in issue (with a Shareholding of 11.4% prior to 24 April 2018), RPM is a related party to RBPlat and accordingly, in terms of the Listings Requirements, the Acquisition is a category 1 related party transaction. Furthermore, given that RPM is a party to the Contract Mining and Sale of Ore Agreement, the Revised Purchase of Concentrate Agreement, the Termination Agreement, the JV Agreement and the Existing Purchase of Concentrate Agreement, the conclusion and/or (where applicable) termination of these agreements constitute related party transactions in terms of paragraph 10.1 of the Listings Requirements.
- 1.4 The purpose of this Circular is to:
 - 1.4.1 provide Shareholders with detailed information regarding the Transaction; and
 - 1.4.2 convene the General Meeting, in terms of the Notice of the General Meeting forming part of this Circular, at which meeting the Resolutions required to approve and implement the Transaction will be considered and, if deemed fit, passed by Disinterested Shareholders.

2. RATIONALE FOR THE TRANSACTION

- 2.1 RBPlat, through its wholly-owned subsidiary, RBR, currently controls the BRPM JV with a 67% participation interest in, and management control (through its wholly owned subsidiary, RBPMS) of, the BRPM JV. Implementation of the Transaction will result in RBPlat acquiring the balance of the 33% interest in the Combined Mine.
- 2.2 Given its Merensky bias and relatively shallow depth, the BRPM JV's Bafokeng Rasimone Platinum Mine is competitively positioned in the lowest quartile of the industry cost-curve. Furthermore, Styldrift I and Styldrift II offer RBPlat the ability to significantly increase its life of mine at competitive operating costs and a favourable cost-curve position.
- 2.3 The Transaction therefore provides RBPlat with the ability to increase its attributable resource and reserve base in its sole operating asset, an asset that it knows and understands (given that it already controls the asset), with relatively low implementation risk and in a value accretive manner given that the Purchase Consideration represents a 15% discount to the "see-through" value of the BRPM JV of R2.18 billion, when calculated applying RBPlat's 30-day VWAP as at 4 July 2018 (being the last business day prior to the date of the release of the terms announcement by RBPlat on SENS). In arriving at the discount applied to the "see through" valuation, the Parties considered, *inter alia*, the fact that the interest being acquired represented a minority interest in the BRPM JV which itself is not listed.
- 2.4 Furthermore, given the conclusion of the Revised Purchase of Concentrate Agreement on substantially the same terms and conditions as the Existing Purchase of Concentrate Agreement, RBPlat retains certainty over its off-take arrangements with RPM, underpinning the strategic relationship between RBPlat and RPM.

3. RBH SUPPORT

RBH, which holds approximately 51% of the RBPlat Shares in issue, has confirmed its support for the Transaction.

4. ADDITIONAL INFORMATION IN RESPECT OF THE BRPM JV

- 4.1 As at the Last Practicable Date, RBPlat, through its wholly-owned subsidiary RBR, held 67% of the participation interest in, and had operational and management control (through its wholly owned subsidiary, RBPMS) of, the BRPM JV.
- 4.2 The BRPM JV's operations lie on the Western Limb of the Bushveld Igneous Complex and include:
 - 4.2.1 the Bafokeng Rasimone Platinum Mine, which consists of North and South shafts;
 - 4.2.2 the high-margin, mechanised organic growth project, Styldrift I;
 - 4.2.3 its concentrating facilities at Bafokeng Rasimone Platinum Mine and the sites and concentrator plant acquired in terms of the Maseve Plant Transaction; and
 - 4.2.4 its Styldrift II exploration project, on which a feasibility study has been completed.
- 4.3 As at 31 December 2017, the BRPM JV had mineral resources of 68.82 Moz 4E (attributable to 100% of the BRPM JV), with a circa 53% Merensky bias, inclusive of reserves of 17.54 Moz 4E. Further information in respect of the mineral resources and reserves of RBPlat can be obtained from the published mineral resources and reserves statement of RBPlat available at the link <http://www.bafokengplatinum.co.za/our-mineral-reserves-and-resources.php>.
- 4.4 For the interim period ended 30 June 2018, RBPlat recorded a net loss attributable to owners of the Company of R24.0 million (non-controlling interest: profit of R34.1 million) and had a net asset value of R14.6 billion (non-controlling interest: R3.8 billion).
- 4.5 The above financial information has been extracted from the published interim results of RBPlat for the period ended 30 June 2018 which have been prepared in accordance with IFRS.

- 4.6 Given that RBPlat consolidates the BRPM JV into its financial results and, as at 30 June 2018, RBPlat had no other material operations save for the BRPM JV, the annual financial results of RBPlat do not differ materially to the annual financial results of the BRPM JV on its own, save for limited head office costs.
- 4.7 Additional information in respect of the financial performance, resources and reserves of the BRPM JV can be obtained from the website of RBPlat at the following link – <http://www.bafokengplatinum.co.za/reports/integrated-report-2017/pdf/full-integrated.pdf> and <http://www.bafokengplatinum.co.za/results/interims-2018/pdf/booklet.pdf>.

5. PRINCIPLE TERMS AND CONDITIONS OF THE ACQUISITION

5.1 Purchase Price Adjustment

- 5.1.1 The Purchase Consideration shall be increased by the Purchase Price Adjustment (being the aggregate amount of all cash calls contributed by RPM to the BRPM JV during the Interim Period, less the aggregate amount of any distribution that RPM receives from the BRPM JV during the Interim Period).
- 5.1.2 The Purchase Price Adjustment shall be settled in cash, to RPM, on the Phase I Effective Date, funded from a combination of internally generated cash flows and the Enlarged Debt.
- 5.1.3 As at the Last Practicable Date, the nett amount of cash calls contributed by RPM to the BRPM JV subsequent to signature of the Sale and Purchase Agreement (being the Purchase Price Adjustment calculated as at the Last Practicable Date), was R52 million.
- 5.1.4 As the Purchase Price Adjustment could not be definitively determined as at the date of signature of the Sale and Purchase Agreement (being the date on which the Transaction was categorised in terms of the Listings Requirements in respect of both RBPlat and Amplats (which is also listed on the JSE)), the Sale and Purchase Agreement includes a cap on the Purchase Consideration, such that the Purchase Consideration (inclusive of the Purchase Price Adjustment) shall not exceed an amount equal to R4.7 billion less all liabilities of RPM in relation to the RPM Participation Interest in the BRPM JV, as at the Phase I Effective Date. However, it should be noted that this cap was set to confirm that the Transaction does not constitute a category 1 transaction as far as Amplats is concerned. In this regard, RBPlat reasonably anticipates that, assuming a Phase I Effective Date of 1 November 2018, the Purchase Price Adjustment is unlikely to exceed R250 million, resulting in an expected aggregate Purchase Price of R2.113 billion. This forecast has not been reviewed or reported on by the Reporting Accountants.

5.2 Settlement of the Purchase Consideration

The Purchase Consideration in respect of the Acquisition (excluding the Purchase Price Adjustment, which shall be settled in cash in accordance with paragraph 5.1.2 above) shall be settled as follows:

- 5.2.1 subject to Shareholders' approval of the Resolutions, RBPlat shall implement the Initial Capital Raising and contribute the entire proceeds in respect thereof to RPM in cash in settlement of the Initial Consideration on the Phase I Effective Date;
- 5.2.2 the Deferred Consideration, being the balance of the Purchase Consideration remaining after deducting the Initial Consideration and off-setting the Receivable against the Purchase Consideration, shall remain outstanding on loan account on the following terms:
- 5.2.2.1 any security provided in favour of RPM and in respect of the Deferred Consideration will be subordinated in favour of the security provided in respect of the Enlarged Debt;
- 5.2.2.2 the Deferred Consideration shall escalate at a rate equal to the Escalation Rate, which shall constitute an adjustment to the Purchase Consideration; and
- 5.2.2.3 the Deferred Consideration shall be settled in three annual payments, calculated as one-third of the Deferred Consideration balance (plus any escalation thereof as contemplated in 5.2.2.2 above), with the first payment due on the first Business Day following 18 months from the Phase I Effective Date, and the second and third payment due on the first and second anniversary thereof, respectively;

- 5.2.2.4 whilst RBR intends to prioritise cash-settlement of the Deferred Consideration, RBR may, at its election and subject to receiving approval in terms of section 45 of the Act, choose to settle all or a portion of the Deferred Consideration through the issue by RBPlat of the Consideration Shares on the terms set out below:
- 5.2.2.4.1 the Consideration Shares shall be issued by RBPlat at the 30-day VWAP as at the Business Day immediately preceding the relevant Deferred Consideration Notice Date;
 - 5.2.2.4.2 in order to limit the dilution to current Shareholders and provide Shareholders with an ability to participate in the equity capital raising at a discount to the prevailing Share price, to the extent that RBR elects to settle any part of the Deferred Consideration through the issue by RBPlat of the Consideration Shares, RBPlat shall undertake to implement the Claw Back Offer in terms of which RBPlat shall offer the Consideration Shares to RBPlat Shareholders registered as such on the record date for the Claw Back Offer at a discount of no more than 5% to the 30-day VWAP as at the Business Day immediately preceding the relevant Deferred Consideration Notice Date and shall utilise the entire proceeds of such Claw Back Offer to settle the relevant portion of the Deferred Consideration (provided that the Deferred Consideration shall be deemed to be reduced by the full market value of the Consideration Shares determined with reference to the 30-day VWAP as at the Business Day immediately preceding the relevant Deferred Consideration Notice Date (i.e. irrespective of any discount applied). The balance of the Consideration Shares not taken up by Shareholders in terms of the Claw Back Offer (“the Remaining Consideration Shares”) shall be issued by RBPlat to RPM at the 30-day VWAP at the Business Day immediately preceding the relevant Deferred Consideration Notice Date. RPM shall be permitted to dispose of the remaining Consideration Shares without limitation and shall not be subject to any lock-ups in respect of these Shares; and
 - 5.2.2.4.3 RBPlat shall not be permitted to issue, on an aggregated basis RBPlat Shares, equal to or in excess of 30% of its Shares in issue immediately prior to conclusion of the Initial Capital Raising, in settlement of the Deferred Consideration, unless RBPlat secures the Shareholder approval necessary at the time in terms of section 41(3) of the Act, and, if applicable, a waiver of the mandatory offer in terms of section 123 of the Act (with the balance of any Deferred Consideration being cash-settled);
 - 5.2.2.5 the Deferred Consideration shall become immediately repayable in the event that any party, other than RBH, has direct or indirect beneficial ownership of 35% or more of the RBPlat Shares in issue and other customary cancellation events; and
 - 5.2.2.6 RBR has the right to early settle all (or any portion of) the Deferred Consideration (including any accrued escalation amounts) at any time, without penalty.

5.3 Phased implementation and Effective Dates

The Acquisition shall be implemented in two phases:

- 5.3.1 Phase I: the risks and rewards of ownership shall pass to RBR in respect of the RPM Participation Interest (including full title in respect of all assets owned by RPM, the use of which it has contributed to the BRPM JV, but excluding the RPM Mining Rights), with effect from the Phase I Effective Date; and
- 5.3.2 Phase II: the risks and rewards of ownership in respect of the RPM Mining Rights shall pass to RBR with effect from Mining Right Transfer Date.

5.4 **Conditions Precedent to Phase I**

Completion of Phase I of the Acquisition shall be subject to the fulfilment and/or waiver (to the extent legally permissible) of, *inter alia*, the following conditions precedent by no later than 31 December 2018:

- 5.4.1 the Shareholders of RBPlat approving the following Resolutions as set out in the Notice of General Meeting:
 - 5.4.1.1 Ordinary Resolution No. 1: approval of the Acquisition;
 - 5.4.1.2 Ordinary Resolution No. 2: approval of the Revised Purchase of Concentrate Agreement and consequential termination of the Existing Purchase of Concentrate Agreement;
 - 5.4.1.3 Ordinary Resolution No. 3: approval of the Contract Mining and Sale of Ore Agreement and consequential termination of the Services Agreement;
 - 5.4.1.4 Ordinary Resolutions No. 4 and 5: appointment of the RPM Nominees;
- 5.4.2 RBPlat concluding the Initial Capital Raising and receiving the proceeds in respect thereof; and
- 5.4.3 RBR receiving the necessary approval from its lenders for:
 - 5.4.3.1 the Acquisition; and
 - 5.4.3.2 the Enlarged Debt.

5.5 **Condition Precedent to Phase II**

Completion of Phase II of the Acquisition shall be subject to the receipt of the Section 11 Approval.

5.6 **Board appointments by RPM**

- 5.6.1 For so long as the Deferred Consideration remains outstanding, and with effect from the Phase I Effective Date, RPM shall be entitled to nominate one non-executive director to the Board for every fully-diluted 10% exposure that RPM has in RBPlat.
- 5.6.2 The exposure will be calculated as the outstanding Deferred Consideration as a percentage of the market capitalisation of RBPlat (determined with reference to the 30-day VWAP at the relevant date), plus any remaining Shareholding that RPM has in RBPlat as at that date.
- 5.6.3 The Parties have determined the number of RPM Nominees as at the Phase I Effective Date to be two RPM Nominees.
- 5.6.4 RPM shall use its reasonable endeavours to nominate RPM Nominees that are HDSA persons and shall not nominate any RPM Nominee which will mean that, as at the date of their election, the majority of members of the Board are not HDSA persons.
- 5.6.5 Notwithstanding paragraph 5.6.1, at no time may the number of directors nominated to the Board by RPM exceed the number of directors that RBH (or its wholly-owned subsidiaries) has nominated to the Board.
- 5.6.6 Shareholders will be requested to approve the appointment of Messrs Gordon Leslie Smith and Avischen Moodley to the Board in their capacity as the RPM Nominees in terms of Ordinary Resolutions No. 4 and 5 respectively. Summarised *curriculum vitae* in respect of the RPM Nominees are included in **Annexure 4**.
- 5.6.7 Given that one of the RPM Nominees constitutes an HDSA person, subsequent to the appointment of the RPM Nominees, the majority of the Board will remain HDSA persons. Furthermore, the number of RPM Nominees (currently two) does not exceed the number of Directors nominated by RBH to the Board.

5.7 **Termination of the JV Agreement**

As a result of the Transaction, the BRPM JV and the existing JV Agreement shall terminate with effect from the Phase I Effective Date. Related operational service-level agreements entered into between the Group and RPM, shall terminate with effect from 31 December 2018.

5.8 Redemption of the “C” Preference Shares

As at the Phase I Effective Date, the “C” Preference Shares issued by RBR shall be automatically redeemed in accordance with the rights, terms and preferences of the “C” Preference Shares at the Redemption Value of R0.01 per “C” Preference Share.

5.9 Related party implications and shareholder approval

5.9.1 RPM is a related party to RBPlat given that it held 11.4% of the RBPlat Shares in issue within the 12-month period preceding the date of signature of the Sale and Purchase Agreement and accordingly the Acquisition is a related party transaction in terms of the Listings Requirements and is, therefore, subject to approval by Disinterested Shareholders.

5.9.2 The Independent Expert has considered the terms and conditions of the Acquisition (together with the related and indivisible termination of the JV Agreement and conclusion of the Termination Agreement and Contract Mining and Sale of Ore Agreement (refer paragraph 6)) and concluded that a fair value of the net assets subject to the Acquisition is R4.26 billion. Accordingly, given that the Purchase Consideration of R1.863 billion represents a discount of 56% to the fair value, the Independent Expert has concluded that the Acquisition, together with the related and indivisible agreements referred to above, is fair in so far as Disinterested Shareholders are concerned. A copy of the full text of the opinion of the Independent Expert is included in **Annexure 1**.

5.9.3 The Board has considered the terms and conditions of the Acquisition (together with the related and indivisible termination of the JV Agreement and conclusion of the Termination Agreement and Contract Mining and Sale of Ore Agreement (refer paragraph 6)) and, taking into account the opinion received from the Independent Expert as contained in **Annexure 1**, is of the view that the Acquisition, (together with the related and indivisible agreements referred to above), is fair in so far as Disinterested Shareholders are concerned. Accordingly, the Board recommends that Disinterested Shareholders vote in favour of Ordinary Resolution No. 1 to approve the Acquisition and Ordinary Resolution No. 2 to approve the conclusion of the Contract Mining and Sale of Ore Agreement. Those Directors that hold Shares in their own name intend to vote such Shares in favour of the aforementioned resolutions.

6. CONTRACT MINING AND SALE OF ORE AGREEMENT

6.1 Currently, the Combined Mine is undertaken under the governance and supervision of RBPlat, through its wholly-owned subsidiary, RBPMS, in terms of the JV Agreement and the Services Agreement.

6.2 As a consequence of the Transaction, with effect from the Phase I Effective Date, the JV Agreement and the Services Agreement will terminate whilst the RPM Mining Right will only transfer to RBR with effect from the Phase II Effective Date.

6.3 The Parties therefore wish to enter into the Contract Mining and Sale of Ore Agreement during the period commencing on the Phase I Effective Date and terminating on the Phase II Effective Date in terms of which:

6.3.1 RPM will appoint RBR as contractor to contract mine the RPM Mining Rights; and

6.3.2 RPM will dispose of the ore extracted from the RPM Mining Rights, by selling such ore to RBR.

6.4 As consideration for the provision of its services rendered pursuant to the Contract Mining and Sale of Ore Agreement, RBR shall be entitled to a fee of R1 050 per ton of ore extracted and shall in turn purchase the ore extracted from the operation and attributable from RPM, from RPM, at an equivalent rate of R1 050 per ton of ore extracted, each exclusive of VAT and escalated in line with CPI.

6.5 The Contract Mining and Sale of Ore Agreement is indivisible from the Acquisition and accordingly the Acquisition and the Contract Mining and Sale of Ore Agreement have been considered by the Board and Independent Expert as a single composite transaction in forming their opinions in this regard.

7. REVISED PURCHASE OF CONCENTRATE AGREEMENT

7.1 Salient terms

- 7.1.1 In terms of the Existing Purchase of Concentrate Agreement, RPM:
- 7.1.1.1 is, subject to certain terms, conditions and notice periods, obliged to purchase the RBR Reserved Concentrate (being 50% of the concentrate produced by the BRPM JV); and
 - 7.1.1.2 has a right, subject to certain terms, conditions and notice periods, to purchase the RBR Share of the RPM Reserved Concentrate (being a further 17% of the concentrate produced by the BRPM JV).
- 7.1.2 The RPM Concentrate (being the 33% of the concentrate that is attributable to RPM) is not subject to the Existing Purchase of Concentrate Agreement given that the BRPM JV is unincorporated and RPM cannot transact with itself. Rather, the RPM Concentrate is subject to a matching of revenue principle in terms of which RPM is obliged to contribute a revenue amount to the BRPM JV that is equivalent to the revenue that would have been earned by the BRPM JV, had the RPM Concentrate been subject to the Existing Purchase of Concentrate Agreement.
- 7.1.3 It is proposed, as a condition to, and conditional upon, the Transaction, that the Existing Purchase of Concentrate Agreement (which cross references the existing JV Agreement) be terminated and replaced in its entirety by the Revised Purchase of Concentrate Agreement that substantially retains the Parties' rights and obligations as set out in paragraphs 7.1.1.1 and 7.1.1.2 above, whilst extending the rights of RPM as set out in paragraph 7.1.1.2 above to apply equally, and on substantially the same terms and conditions, to the RPM Concentrate.

7.2 Duration and termination

- 7.2.1 The Revised Purchase of Concentrate Agreement shall endure as follows:
- 7.2.1.1 in respect of the RBR Reserved Concentrate, until 11 August 2022 and thereafter for a continuous rolling period of 5 years; and
 - 7.2.1.2 in respect of the RBR Share of the RPM Reserved Concentrate and the RPM Concentrate, until 11 August 2024 and thereafter for a continuous rolling period of 5 years,
- unless RBR (in respect of the RBR Reserved Concentrate) or RPM (in respect of the RBR Share of the RPM Reserved Concentrate and the RPM Concentrate or in respect of the RBR Share of the RPM Reserved Concentrate) gives notice of termination at least 2 years prior to the relevant termination date.
- 7.2.2 Notwithstanding paragraph 7.2.1.1, in the event that RBR gives notice of termination in respect of the RBR Reserved Concentrate with effect from 11 August 2022 and the Deferred Consideration has not been settled within three years of the effective date of the Revised Purchase of Concentrate Agreement, then RPM shall have the right to defer the effect of RBR's respective notice of termination to 11 August 2023. RPM also retains the right to concurrently terminate its purchase of the RBR Share of the RPM Reserved Concentrate and the RPM Concentrate or of the RBR Share of the RPM Reserved Concentrate only, if RBR exercises its termination right under paragraph 7.2.1.1.
- 7.2.3 No termination fee is applicable.

7.3 Related party implications and Shareholder approval

- 7.3.1 RPM is a related party to RBPlat given that it has held 11.4% of the RBPlat Shares in issue within the 12-month period preceding the date of signature of the Revised Purchase of Concentrate Agreement and accordingly the conclusion of the Revised Purchase of Concentrate Agreement and the consequential termination of the Existing Purchase of Concentrate Agreement constitute agreements entered into between RBPlat and a related party which are, in terms of paragraph 10.1 of the Listings Requirements, subject to approval by Disinterested Shareholders.

7.3.2 The Independent Expert has considered the terms and conditions of the Revised Purchase of Concentrate Agreement (together with the terms and conditions of the Existing Purchase of Concentrate Agreement) and concluded that the conclusion of the Revised Purchase of Concentrate Agreement, together with the termination of the Existing Purchase of Concentrate Agreement, is fair and reasonable in so far as Disinterested Shareholders are concerned. A copy of the full text of the opinion of the Independent Expert is included in **Annexure 1**.

7.3.3 The Board has considered the terms and conditions of both the Revised Purchase of Concentrate Agreement and the Existing Purchase of Concentrate Agreement and, taking into account:

7.3.3.1 the opinion received from the Independent Expert as contained in **Annexure 1**; and

7.3.3.2 the fact that the terms and conditions of the Revised Purchase of Concentrate Agreement are substantially unchanged from the terms and conditions of the Existing Purchase of Concentrate Agreement and the applicable provisions of the JV Agreement,

is of the view that the conclusion of the Revised Purchase of Concentrate Agreement and the consequential termination of the Existing Purchase of Concentrate Agreement is fair in so far as Disinterested Shareholders are concerned and accordingly recommends that Disinterested Shareholders vote in favour of Ordinary Resolution No. 3. Those Directors that hold Shares in their own name intend to vote such Shares in favour of Ordinary Resolution No. 3.

8. **PRO FORMA FINANCIAL EFFECTS**

8.1 The table below sets out the summarised *pro forma* financial effects of the Transaction on RBPlat's basic and diluted loss, headline and diluted headline loss, net asset value and tangible net asset value per RBPlat Share.

8.2 The summarised *pro forma* financial effects have been prepared to illustrate the effect of the Transaction on the published, consolidated interim financial results of RBPlat for the six-month period ended 30 June 2018, had the Transaction been implemented on 1 January 2018 for statement of comprehensive income purposes and on 30 June 2018 for statement of financial position purposes.

8.3 The summarised *pro forma* financial effects have been prepared using the accounting policies that comply with IFRS and that are consistent with those applied in the published, consolidated interim financial results of RBPlat for the period ended 30 June 2018.

8.4 The summarised *pro forma* financial effects are the responsibility of the Board and have been prepared for illustrative purposes only and because of their nature may not fairly present the financial position, changes in equity and results of operations and cash flows of the Group after the Transaction.

8.5 The full *pro forma* financial information of RBPlat and detailed notes are set out in **Annexure 2**. The Independent Reporting Accountants' reasonable assurance report thereon is set out in **Annexure 3**.

	Before Actual	After the Transaction Pro forma	Percentage change after the Transaction Pro forma
Notes	1,2	3	4
Basic Loss per Share (cents)	(12.4)	(47.6)	(290%)
Diluted Basic Loss per Share (cents)	(12.4)	(47.6)	(290%)
Headline loss per Share (cents)	(6.0)	(41.5)	(608%)
Diluted Headline loss per Share (cents)	(6.0)	(41.5)	(608%)
Net asset value per Share (cents)	5 465	7 201	32%
Tangible net asset value per Share (cents)	2 580	4 348	69%

Notes:

1. The "Before" basic and diluted earnings and headline and diluted headline loss per share have been extracted without adjustment from the published interim financial statements of RBPlat for the six-month period ended 30 June 2018.
2. The "Before" net asset value and tangible net asset value per Share have been derived from the financial information presented in the published, consolidated interim financial results of RBPlat as at 30 June 2018.
3. The financial information included in the "After the Transaction" column has been prepared based on RBPlat's published, consolidated interim financial results for the six-months ended 30 June 2018 and adjusted for the effects of the Transaction, assuming that the Transaction was effective on 1 January 2018 (for the purposes of basic and diluted earnings and headline and diluted headline loss per share) and on 30 June 2018 (for the purposes of net asset value and tangible net asset value per Share). The detailed notes in respect of the assumptions applied in arriving at the "After the Transaction" amounts are included in **Annexure 2**.
4. The "Percentage change after the Transaction" column is measured as the difference between the "After the Transaction" column and the "Before" column, as a percentage of the "Before" column.

9. OVERVIEW OF RBPLAT

- 9.1 RBPlat is a JSE-listed company, independently operated, black-owned and controlled, mid-tier PGM producer whose current mining operations and planned expansion projects are based on the Western Limb of the Bushveld Igneous Complex in the North West Province, South Africa, the largest source of PGMs in the world. RBPlat's operations consists of BRPM, the Styldrift I project, the BRPM concentrator complex and the Maseve concentrator plant. Pre-feasibility study on the Styldrift II exploration project, located on the east of the current Styldrift I project, has been completed.
- 9.2 RBPlat mines PGMs in the Merensky and UG2 reefs on the BRPM JV Properties, RBPlat's assets are the only known significant shallow high grade Merensky resources and reserves still available for mining in South Africa.
- 9.3 There has been no change in the trading objectives of the Group in the preceding five-year period.

10. PROSPECTS

The Company's published, consolidated interim financial results for the six months ended 30 June 2018 contained, *inter alia*, the following commentary relating to the Company's outlook:

- 10.1 RBPlat remains committed to its objective of creating a zero harm operating environment. Reversing the deterioration in key safety metrics through a continuous progression towards a resilient safety culture is accordingly a key objective for the second half of the year.
- 10.2 The second half of the 2018 financial year will see RBPlat achieve a number of key strategic objectives with Styldrift I reaching 150ktpm in the last quarter of the year as the mine moves from a capital project into an operating mine. The Maseve concentrator, acquired earlier this year, was commissioned in early August 2018 to handle the increasing tonnages delivered from Styldrift I. BRPM will continue to benefit from the cost savings achieved in the second half of 2017. Maintaining good relationships with organised labour and communities has been a powerful driver of RBPlat's success and will continue to be a core objective in the second half of 2018.

- 10.3 Production guidance for the full year is unchanged at 3.35Mt to 3.50Mt at a 4E built-up head grade of between 3.95g/t and 4.04g/t, of which Styldrift I is forecast to deliver between 1.2Mt and 1.3Mt. 4E ounce production is expected to be between 370koz and 387koz for the year with operating cost increases below CPI.
- 10.4 Total capital expenditure for the year is estimated to be between R2.9 billion and R3.1 billion. This includes capitalised operating costs of between R600 million and R800 million for the second half of the year. Stay-in-business expenditure will be between 4% and 5% of operating cost for the year. This forecast has not been reviewed or reported on by the Reporting Accountants.
- 10.5 A limited improvement to the fundamentals of the platinum market is expected in the second half of the year, with a surplus projected at the end of 2018. Demand from diesel car autocatalysts and Chinese jewellery has weakened, and while announcements to cut supply from loss-making mines have been forthcoming, they will have a limited impact on this year's production. Without significant supply cuts from loss-making mines in 2018, limited platinum price upside can be expected. However, while further mine closures would aid the platinum market, they would curtail supply of all the other PGMs, leading to increased volatility of palladium, rhodium, iridium and ruthenium prices.
- 10.6 The palladium market is predicted to remain in deficit for 2018, though slightly softer than it was in 2017. The deficit is maintained by robust demand for palladium based autocatalysts for gasoline and gasoline hybrid light vehicles in growth markets, set against lower supply from South Africa and Russia.
- 10.7 The Board believes that by taking the above factors into account, the prospects of the Group will provide sustainable returns.

11. STATED CAPITAL

- 11.1 The authorised and issued stated capital of RBPlat as at the Last Practicable Date is set out below.

	Rand
Authorised	
1 billion ordinary shares of no par value	–
1 500 000 "A1" ordinary shares with a par value of R0.01 each	15 000
1 500 000 "A2" ordinary shares with a par value of R0.01 each	15 000
1 500 000 "A3" ordinary shares with a par value of R0.01 each	15 000
Issued	
200 707 800 ordinary shares of no par value	R'million 9 712
Less: 2 967 624 Treasury Shares	–
Stated capital	9 712

- 11.2 The authorised and issued stated capital of RBPlat following the implementation of the Transaction and conclusion of the Initial Capital Raising, will be as follows:

	Rand
Authorised	
1 billion ordinary shares of no par value	–
1 500 000 "A1" ordinary shares with a par value of R0.01 each	15 000
1 500 000 "A2" ordinary shares with a par value of R0.01 each	15 000
1 500 000 "A3" ordinary shares with a par value of R0.01 each	15 000
Issued	
210 499 623 ordinary shares of no par value	R'million 9 944
Less: 2 967 624 Treasury Shares	–
Stated capital	9 929

Prepared based on the assumption that the Shares issued pursuant to the Initial Capital Raising are issued at a price of R23.63847 being the 30-day VWAP as at the Last Practicable Date.

12. CONVERTIBLE BOND

- 12.1 On 15 March 2017, RBPlat issued 120 000, 7% senior unsecured convertible bonds to a combination of South African and international institutional investors for R1.2 billion, for the purpose of funding the Stydrift I development.
- 12.2 The bonds are convertible into RBPlat Shares at the option of the holder at an initial conversion price of R42.9438. The conversion price is subject to customary adjustments for reconstructions of equity. These customary adjustments maintain the relative rights of the bondholders. Interest on the bonds is payable semi-annually in arrears on 16 March and 16 September of each year for five years ending 16 September 2022.

13. MATERIAL BORROWINGS

- 13.1 RBR currently has R2 billion of aggregate debt facilities in place with the Lenders. The debt facilities consist of:
- 13.1.1 a seven-year term debt facility of R750 million, repayable on 31 March 2024 and accruing interest at a rate of JIBAR plus 3.7%;
 - 13.1.2 a five-year revolving credit facility of R750 million, repayable on 31 March 2022 and accruing interest at a rate of JIBAR plus 3.75%; and
 - 13.1.3 a one-year general banking facility of R508 million, repayable on demand and accruing interest at a rate of prime less 0.25%. It is expected that the general banking facility will be refinanced at the end of its term.
- 13.2 The security provided in connection with the aforementioned facilities includes a limited guarantee by the Company in favour of the Lenders, a cession and pledge of the Company's shares in and claims against RBR as security for its obligations under the limited guarantee and a subordination by the Company of its claims against RBR in favour of the Lenders.
- 13.3 RBR also provides a cession in security pursuant to which it cedes and pledges its rights, title and interest in respect of, or connected with, BRPM and the JV Agreement. RBR can voluntarily prepay and cancel the facilities at any time without penalty.
- 13.4 As at 30 June 2018, the Group had utilised R119.4 million of its general banking facility for guarantees issued to Eskom Holdings (SOC) Limited, the DMR and the provision of rental guarantees. RBPlat has a R3 million general banking facility which is unutilised at 30 June 2018.
- 13.5 RBR had drawn down an aggregate amount of R500 million of its term debt facility as at 30 June 2018 for the purposes of funding on-going capital expenditure requirements in respect of the BRPM JV.
- 13.6 The revolving credit facility remained undrawn as at 30 June 2018.
- 13.7 In addition to the above facilities, a ring-fenced housing facility has been secured by the Group from the PIC which was utilised to fund the construction of houses for Phase 2 of the housing project and the related insurance investment ("the PIC housing facility"). The PIC housing facility is a R2.2 billion facility accruing interest at the CPI plus a margin of 1%. Security for the PIC housing facility is ring-fenced to the housing project assets with no recourse to the Group and/or RBPlat. The facility is repayable 20 years from the date on which building of the housing is completed (currently expected to be towards the fourth quarter of 2019, meaning that the Group is expected to commence with repayments with effect from the beginning of 2020).
- 13.8 Save for the convertible bond as described in paragraph 12 and the facilities and borrowings described in this paragraph 13, RBPlat does not have any other material borrowings in place as at the Last Practicable Date.

14. INFORMATION RELATING TO THE DIRECTORS

14.1 Directors' interests

14.1.1 As at the Last Practicable Date, the beneficial interests of Directors and their associates (including directors that have resigned in the 12 months preceding the Last Practicable Date), directly and indirectly, in the issued share capital of RBPlat, were as follows:

	Direct	Indirect	Total	%
DS Phiri	164 673	740 377	905 050	0.5%
MJL Prinsloo*	114 441	517 632	632 073	0.4%
	279 114	1 258 009	1 537 123	0.9%

*MJL Prinsloo has resigned with effect from 10 August 2018.

14.1.2 The following Directors' dealings in respect of the RBPlat Bonus Share Scheme ("BSP") were undertaken in April 2018:

14.1.2.1 on 3 April 2018, Mr DS Phiri acquired 33 054 Shares in terms of the BSP. The aggregate value of the vested Shares on vesting date was R867 667.50;

14.1.2.2 on 3 April 2018, Mr MJL Prinsloo acquired 24 268 Shares in terms of the BSP. The aggregate value of the vested Shares on vesting date was R637 035.00; and

14.1.2.3 on 10 April 2018, Mr MJL Prinsloo disposed of 11 284 Shares that had previously vested on 3 April 2018 at an average price of R24.001 per Share (value: R270 827.28), in order to settle the tax obligations in respect of the vested Shares.

14.1.3 Save as set out above, there has been no change in the Directors' interests, or those of any directors that have resigned in the 12 months preceding the Last Practicable Date, between the Last Practicable Date and 31 December 2017 (the latest financial year end of the Company).

14.1.4 Save as set out in paragraph 14.1.1, no Director of the Group, including any Director who has resigned during the last 18 months, has any direct or indirect beneficial interest in the Transaction or any Transactions effected by RBPlat during the current or preceding financial year or effected during an earlier financial year which remains in any respect outstanding or unperformed.

14.1.5 Save as set out in paragraph 14.1.1 and RPM's interest in the BRPM JV and the Transaction as set out in this Circular, no Director of the Group, including any Director who has resigned during the last 18 months, or any related party to the Company (where "related party" shall bear the meaning as ascribed thereto in terms of the Listings Requirements) has any direct or indirect beneficial interest in the share capital of the Company or in any asset which has been acquired or disposed of by, or leased to or by, Group during the two years' preceding the Last Practicable Date.

14.2 Directors' service contracts and remuneration

14.2.1 There will be no variation in the remuneration of any of the Directors as a consequence of the Transaction.

14.2.2 These contracts are available for inspection as detailed in paragraph 26.

15. MAJOR SHAREHOLDERS

15.1 In so far as it is known to the Directors, the Shareholders beneficially holding 5% or more of the issued RBPlat Shares, together with each Shareholder's interest, as at the Last Practicable Date, are as follows:

	Number of Shares	%
RBH*	101 333 105	50.5%
Allan Gray (Pty) Ltd	37 359 919	18.6%
Kagiso Asset Management (Pty) Ltd	11 104 387	5.5%

**through its wholly-owned subsidiaries.*

15.2 Following the implementation of the Transaction and the Initial Capital Raising, the beneficial interests of the persons detailed in paragraph 15.1 of this Circular will be as follows:

	Number of Shares	%
RBH*	101 333 105	48.1%
Allan Gray (Pty) Ltd	37 359 919	17.7%
Kagiso Asset Management (Pty) Ltd	11 104 387	5.3%

**through its wholly-owned subsidiary.*

Prepared based on the assumption that the Shares issued pursuant to the Initial Capital Raising are issued at a price of R23.63847 being the 30-day VWAP as at the Last Practicable Date.

15.3 There has been no change in the controlling shareholder of RBPlat during the preceding five year period.

16. ESTIMATED EXPENSES

The estimated expenses relating to the Transaction, including the Initial Capital Raising (excluding VAT and disbursements) are set out below:

Description	Payable to	Estimated fee R'000
Corporate Advisor	Questco (Pty) Ltd	5 500
Transaction Sponsor	Questco (Pty) Ltd	3 500
Legal Advisors	Bowman Inc.	3 000
Independent Expert	Snowden	249
Reporting Accountant	PWC	185
JSE documentation fee	JSE	118
JSE listing fees	JSE	124
Printing and publishing	Ince (Pty) Ltd	85
Transfer Secretaries	Computershare Investor Services (Pty) Ltd	10
Contingencies	Various	1 229
		14 000

17. DIRECTORS' RESPONSIBILITY STATEMENT

The Directors, whose names are set out in the "Corporate Information and Advisors" section of the Circular, collectively and individually, accept full responsibility for the accuracy of the information given and certify that to the best of their knowledge and belief there are no facts that have been omitted which would make any statement false or misleading, and that all reasonable enquiries to ascertain such facts have been made and that this Circular contains all information required by the Listings Requirements.

18. **CONSENTS**

Each of the Corporate Advisor and Transaction Sponsor, Legal Advisor, JSE Sponsor, Independent Expert, Reporting Accountant, and Transfer Secretaries have consented and have not, prior to the Last Practicable Date, withdrawn their written consent to the inclusion of their names and/or, where applicable, reports in the form and context in which they appear in this Circular.

19. **MATERIAL CONTRACTS**

As at the Last Practicable Date, save for contracts entered into in the ordinary course of business and/or the contracts listed below, there are no other material contracts which RBPlat or its subsidiaries have entered into, either verbally or in writing, within the preceding 2 years or which contain an obligation or settlement that is material to the Group:

- 19.1 the Sale and Purchase Agreement;
- 19.2 the Contract Mining and Sale of Ore Agreement;
- 19.3 the Existing Purchase of Concentrate Agreement;
- 19.4 the Revised Purchase of Concentrate Agreement;
- 19.5 the Services Agreement;
- 19.6 the Termination Agreement;
- 19.7 the Maseve Acquisition Agreements;
- 19.8 the Contribution Agreement;
- 19.9 the JV Agreement; and
- 19.10 the RBN Surface Lease.

20. **INFORMATION IN RESPECT OF VENDORS AND PROMOTERS**

20.1 Save for the Acquisition, the Maseve Plant Transaction and the Maseve Share Transaction, the Group has not acquired any material assets during the three years preceding the Last Practicable Date.

20.2 In respect of the Acquisition:

- 20.2.1 RPM has not guaranteed the book value of the assets acquired;
- 20.2.2 The Acquisition remains subject to warranties and indemnities normal for a transaction of this nature;
- 20.2.3 No restraints of trade or other restrictions are applicable in respect of this Acquisition and any taxation as a consequence of the Acquisition will be settled in the ordinary course; and
- 20.2.4 The assets to be acquired pursuant to the acquisition of the RPM Participation Interest will be transferred into the name of RBR on the Phase I Effective Date and the RPM Mining Rights will be transferred into the name of RBR on the Phase II Effective Date.

20.3 In respect of the Maseve Plant Transaction:

- 20.3.1 Maseve did not guarantee the book value of the assets acquired;
- 20.3.2 The Maseve Plant Transaction was subject to warranties and indemnities normal for a transaction of its nature;
- 20.3.3 No restraints of trade or other restrictions were applicable in respect of the Maseve Plant Transaction and any taxation as a consequence of the transaction will be settled in the ordinary course; and

- 20.3.4 The assets acquired pursuant to the Maseve Plant Transaction have been transferred into the name of the BRPM JV in terms of the Contribution Agreement.
- 20.4 In respect of the Maseve Share Transaction:
- 20.4.1 PTM (RSA) did not guarantee the book value of the assets acquired;
- 20.4.2 The Maseve Share Transaction was subject to warranties and indemnities normal for a transaction of its nature;
- 20.4.3 No restraints of trade or other restrictions were applicable in respect of the Maseve Share Transaction and any taxation as a consequence of the transaction will be settled in the ordinary course;
- 20.4.4 The fair value of the identifiable assets acquired and liabilities assumed by RBPlat as a consequence of the Maseve Share Transaction has not been determined as at 30 June 2018. This is due to the technical nature of the fair value determination required. RBPlat cannot determine at this stage if goodwill or a gain on bargain purchase should be recognised. The values of assets acquired and liabilities assumed included in the consolidated interim financial results as released by the Company on SENS on 6 August 2018, was based on the book values of those assets and liabilities in the books of Maseve immediately before the acquisition (after the assets were impaired to net realisable values in Maseve's books), being a net book value of R891.9 million (being the ZAR equivalent of USD 70 million) which was equal to the aggregate purchase consideration in respect of the Maseve Share Transaction and the Maseve Plant Transaction. Whilst IFRS provides a company with 12 months from the transaction effective date to finalise the calculation of the fair value of the identifiable assets acquired and liabilities assumed in respect of a business combination, the Company expects to have finalised these calculations by the date of finalisation of the annual financial results for the year ended 31 December 2018; and
- 20.4.5 The shares in Maseve acquired pursuant to the Maseve Share Transaction have been transferred into the name of RBR.
- 20.5 The Group has not entered into any promoters' agreements during the three years preceding the Last Practicable Date. Accordingly, no amount has been paid, or is accrued as payable, within the preceding three years, or proposed to be paid to any promoter or to any partnership, syndicate or other association of which such promoter is or was a member and no other benefit has been given or is proposed to be given to any promoter, partnership, syndicate or other association within the said period.

21. MATERIAL CHANGE

There have been no material changes to the financial or trading position of RBPlat and its subsidiaries since the publication of RBPlat's interim results for the six-month period ended 30 June 2018 to the Last Practicable Date.

22. LITIGATION AND TENURE

22.1 The Company is not aware of any legal or arbitration proceedings, including any proceedings that are pending or threatened, that may have or have had in the recent past, being the previous 12 months, a material effect on the financial position of the Group or that would influence the Group's rights to explore and/or mine.

22.2 The Group is in possession of the necessary legal title or ownership rights to explore and/or mine the relevant minerals.

23. WORKING CAPITAL STATEMENT

The Directors are of the opinion that the working capital available to the Group after the Transaction will be sufficient for the Group's present requirements, i.e. for at least the next 12 months from the date of issue of this Circular, and that:

- 23.1 the Group will be able, in the ordinary course of business, to pay its debts;
- 23.2 the Group will be able to service the debt it has incurred as a result of the Transaction;
- 23.3 the assets of the Group, fairly valued, will be in excess of the liabilities of RBPlat. For this purpose, the assets and liabilities should be recognised and measured in accordance with the accounting policies used in the latest audited annual financial statements;
- 23.4 the share capital and reserves of RBPlat will be adequate for ordinary business purposes; and
- 23.5 the working capital of the Group will be adequate for ordinary business purposes.

24. **CORPORATE GOVERNANCE**

The Board is of the opinion that the Group has applied and explained all principles embodied in King IV. Shareholders are referred to the Integrated Annual Report of RBPlat available at the link <http://www.bafokengplatinum.co.za/reports/integrated-report-2017/pdf/full-integrated.pdf> for further disclosure in this regard.

25. **GENERAL MEETING**

The General Meeting is scheduled to be held in the Castello Room at the Palazzo Hotel, Montecasino Boulevard, Fourways on Tuesday, 25 September 2018 at 09:00 for the purposes of considering and if deemed fit, passing with or without modification, the Resolutions.

Shareholders are referred to the "*Action required by Shareholders*" section of this Circular, which commences on page 7 and contains information as to the action they need to take in regard to the General Meeting.

26. **DOCUMENTS AVAILABLE FOR INSPECTION**

The following documents, or copies thereof, are available for inspection at the registered offices of the Company and the offices of the Corporate Advisor and Transaction Sponsor, from the date of issue of this Circular up to and including the date of the General Meeting:

- 26.1 the memoranda of incorporation of RBPlat and its major subsidiaries;
- 26.2 the Sale and Purchase Agreement;
- 26.3 the Contract Mining and Sale of Ore Agreement;
- 26.4 redacted versions of each of the Existing Purchase of Concentrate Agreement and the Revised Purchase of Concentrate Agreement;
- 26.5 the Services Agreement;
- 26.6 the Termination Agreement;
- 26.7 the JV Agreement;
- 26.8 the Maseve Acquisition Agreements;
- 26.9 the Contribution Agreement;
- 26.10 the RBN Surface Lease;
- 26.11 the integrated reports of RBPlat (including the annual financial statements) for the 3 financial years ended 31 December 2017, 31 December 2016 and 31 December 2015;
- 26.12 the interim results of RBPlat for the six-month period ended 30 June 2018;

- 26.13 the most recent Competent Persons Report prepared in respect of RBPlat and the BRPM JV being the Competent Persons Report prepared by Snowden Mining Industry Consultants (Pty) Ltd and dated 1 July 2010;
- 26.14 the Directors service contracts;
- 26.15 the written consents of the Company's professional advisors;
- 26.16 the signed fairness opinion prepared by the Independent Expert on the Acquisition (including the Contract Mining and Sale of Ore Agreement) and the Revised Purchase of Concentrate Agreement, which has been duplicated in **Annexure 1**; and
- 26.17 a signed copy of this Circular.

27. INCORPORATION BY REFERENCE OF HISTORICAL FINANCIAL INFORMATION

The historical financial information of RBPlat (incorporating the consolidated results of the BRPM JV as its subsidiary) in respect of the six months ended 30 June 2018 and the years ended 31 December 2017, 31 December 2016 and 31 December 2015 which are the responsibility of the directors of RBPlat and have been prepared in accordance with IFRS and the Company's accounting policies, have been incorporated by reference and are available for viewing on the Company's website as set out below and at the Company's registered office and at the Corporate Advisor and Transaction Sponsor's office.

Information incorporated by reference	Website link
Historical financial information of RBPlat for the financial years ended 31 December 2017, 31 December 2016 and 31 December 2015	http://www.bafokengplatinum.co.za/annual-results.php
Interim financial results of RBPlat for the six-months ended 30 June 2018	http://www.bafokengplatinum.co.za/interim-results.php

SIGNED BY DS PHIRI IN JOHANNESBURG ON 20 AUGUST 2018 ON BEHALF OF THE DIRECTORS IN TERMS OF A DIRECTORS' ROUND ROBIN RESOLUTION:

REPORT OF THE INDEPENDENT EXPERT ON THE TRANSACTION AND THE CONCLUSION OF THE REVISED PURCHASE OF CONCENTRATE AGREEMENT

The Board
Royal Bafokeng Platinum Limited
The Pivot
Block C, 4th Floor
No 1 Montecasino Boulevard
Fourways
2055

20 August 2018

Dear Sirs

Independent Expert Report on (i) the Acquisition (together with conclusion of the Contract Mining and Sale of Ore Agreement and consequential termination of the JV Agreement and Services Agreement) and (ii) the conclusion by RBPlat (through RBR) of the Revised Purchase of Concentrate Agreement and consequential termination of the Existing Purchase of Concentrate Agreement

Introduction

Royal Bafokeng Platinum Limited (RBPlat), acting in certain cases through its wholly-owned subsidiary Royal Bafokeng Resources Proprietary Limited (RBR), has entered into agreements with Rustenburg Platinum Mines Limited (RPM), a subsidiary of Anglo American Platinum Limited (Amplats), to:

- (i) acquire the balance of the 33% of the interest in the Bafokeng Rasimone Platinum Mine Joint Venture (BRPM JV or the Mineral Asset) that it does not already own, in a phased transaction, (the Acquisition), enter into the Contract Mining and Sale of Ore Agreement and following conclusion of the Acquisition (and as a direct consequence thereof), to terminate the agreement regulating the BRPM JV (the JV Agreement) and the agreement appointing RBR as the operator of the Combined Mine (Services Agreement); and
- (ii) enter into a Revised Purchase of Concentrate Agreement in respect of 100% of the concentrate produced by RBR at the mining operation and business established by the BRPM JV (the Combined Mine) and concurrently terminate the existing Purchase of Concentrate Agreement,

collectively referred to as the Transaction.

RPM is a material shareholder in RBPlat (given that RPM held, in the preceding 12-month period, greater than 10% of the RBPlat shares in issue) and therefore, in terms of paragraph 10.1(b)(i) of the JSE Listings Requirements, a related party to the Company.

The Transaction is a related party transaction and therefore, in terms of paragraph 10.4 of the JSE Listings Requirements, requires the distribution of a circular to shareholders that includes the following:

- (i) a fairness opinion on the Acquisition (including the conclusion of the Contract Mining and Sale of Ore Agreement and consequential termination of the JV Agreement and Services Agreement); and
- (ii) a fair and reasonable opinion on the Revised Purchase of Concentrate Agreement;

collectively referred to as the Expert Opinion.

For purposes of the Expert Opinion, Snowden is required to opine whether:

- (i) the Acquisition (which, given the two-phased transaction approach, includes the conclusion by the parties of the Contract Mining and Sale of Ore Agreement), together with the consequential termination of the JV Agreement and Services Agreement, is fair in so far as the shareholders of RBPlat, other than RPM, are concerned; and
- (ii) the conclusion of the Revised Purchase of Concentrate Agreement and termination of the Existing Purchase of Concentrate Agreement, are fair and reasonable in so far as the shareholders of RBPlat,

other than RPM, are concerned. The Revised Purchase of Concentrate Agreement supersedes the historic Purchase of Concentrate Agreement entered into on 13 August 2009.

The implementation of the Transaction is both subject to and conditional on the fulfilment of conditions precedent typical for a transaction of this nature.

Full details of the Transaction are contained in the circular to RBPlat shareholders (Circular) to be dated on or about Monday, 27 August 2018, which will include a copy of this letter. Capitalised terms which are not defined in this Expert Opinion shall have the meaning given thereto in the Circular.

Responsibility

Our responsibility is to report on the fairness of the Acquisition (including the Contract Mining and Sale of Ore Agreement as an interim step thereto and the consequential termination of the JV Agreement and Services Agreement) and the fairness and reasonableness of the terms and conditions of the conclusion of the Revised Purchase of Concentrate Agreement and termination of the Existing Purchase of Concentrate Agreement. We confirm that our Expert Opinion has been provided to the Board for the sole purpose of assisting the Board in forming and expressing an opinion for the benefit of the shareholders of RBPlat.

Definition of the terms “fair” and “reasonable”

A transaction will generally be considered fair to a company's shareholders if the benefits received by the shareholders, as a result of a transaction, are equal to or greater than the value surrendered by the shareholders.

The assessment of fairness is primarily based on quantitative issues. The Acquisition may be considered fair if the consideration payable by RBPlat as consideration in respect for the remaining 33% interest in the BRPM JV is equal to or less than the fair value of the remaining 33% interest in the BRPM JV.

The conclusion of the Revised Purchase of Concentrate Agreement and termination of the Existing Purchase of Concentrate Agreement will be considered fair if the value being sacrificed (or given up) by RBPlat (through termination of the Existing Purchase of Concentrate Agreement) is equal to or less than the value being created by RBPlat on conclusion of the Revised Purchase of Concentrate Agreement. If the terms and conditions of the Revised Purchase of Concentrate Agreement are no worse to RBPlat than the terms of the Existing Purchase of Concentrate Agreement, then the conclusion of the Revised Purchase of Concentrate Agreement and consequential termination of the Existing Purchase of Concentrate Agreement, will be fair.

In addition, Snowden has compared the net present cost (NPC) of the Revised Purchase of Concentrate Agreement and Existing Purchase of Concentrate Agreement in terms of penalties and charges for current, delivered BRPM JV concentrate. The NPC comparison would show if the Revised Purchase of Concentrate Agreement has been value dilutive to RBPlat shareholders. The offtake price determination and price participation formulae for contained metals are the same for the Revised Purchase of Concentrate Agreement and Existing Purchase of Concentrate Agreement.

The assessment of reasonableness is generally based on qualitative considerations surrounding the Existing Purchase of Concentrate Agreement and the Revised Purchase of Concentrate Agreement.

Information utilised and procedures performed

Key fairness considerations in respect of the Acquisition

In arriving at our opinion in respect of the Acquisition, we have undertaken the following procedures:

- reviewed the relevant transaction agreements, which comprise:
 - the Sale and Purchase Agreement;
 - the Contract Mining and Sale of Ore Agreement;
 - the Termination Agreement (in terms of which the Services Agreement and the Existing Purchase of Concentrate Agreements are terminated as a consequence of the conclusion of the Acquisition); and
 - the Services Agreement.
- obtained an understanding of the company structure, before and after the Acquisition;
- considered the audited consolidated financial statements of RBPlat for the year ended 31 December 2017, including the Mineral Reserves and Mineral Resources statement therein;
- considered the published interim results of RBPlat for the six months ending 30 June 2018;

- held discussions with the directors and management of RBPlat to establish its strategy and considered such other matters as we consider necessary, including assessing the prevailing economic, legal, regulatory and market conditions in the mining industry;
- consulted with the Lead Competent Person for Mineral Resources, Mr GJ Vermeulen (BSc (Hons) Geology, GEDP), whom has signed off on the Mineral Resource for RBPlat. Mr GJ Vermeulen holds the title of Group Geologist and is an employee of RBPlat (from 2010 to present) and has more than 12 years' experience in the platinum industry;
- consulted with the Lead Competent Person for Mineral Reserves, Mr CA Ackhurst (BSc (Hons) Mining Engineering, Mine Managers Certificate, Pr. Eng.), whom has signed off on the Mineral Reserve for RBPlat. Mr CA Ackhurst holds the title of Mineral Resource Manager BRPM, is an employee of RBPlat (from 2010 to present) and has more than 17 years' experience in the platinum industry;
- consulted with the RBPlat Company Secretary, Mr LC Jooste (ICSA), an employee of RBPlat of 8 years, and has more than 18 years' experience as Company Secretary;
- evaluated the risks and expected returns associated with RBPlat;
- reviewed the Cash Flow Model and the basis of the assumptions therein including the prospects of the business. All major inputs into the Cash Flow Model and the BRPM JV Business Plan 2018 were reviewed by Snowden. Snowden reviewed current and planned budget estimates and compared these to three year historical actuals and industry benchmarks. This review included an assessment of the reasonableness of the outlook assumed, based on documentation provided by the management of RBPlat;
- reviewed the reasonableness of material assumptions in the Cash Flow Model relating to long-term commodity prices; life of mine (LOM) production volumes, grades and recoveries; LOM operating expenditure (opex) and capital expenditure (capex);
- assessed tax, unredeemed capital and working capital opening balances of the Cash Flow Model;
- reviewed the BRPM JV environmental costs and closure cost liabilities;
- adjusted the Cash Flow Model to reflect Snowden's assumptions in terms of the discount rates, long-term exchange rates, long-term PGE and base metal prices and movement of working capital; cost of capital, future macro-economic variables such as local and United States inflation rates, have not been changed;
- reviewed certain publicly available information relating to RBPlat and the BRPM JV, including Company announcements;
- reviewed analyst reports and media articles;
- reviewed historical, internal valuations;
- considered the historical performance of RBPlat compared to forecast results;
- reviewed the Existing Purchase of Concentrate Agreement (as part of the RBPlat listing in 2010), and confirmed (at the time) that the terms and conditions were highly favourable to RBPlat. The Revised Purchase of Concentrate Agreement has not changed materially from 2010;
- confirmed that RBPlat does not have smelters of its own. There are six PGM smelters in South Africa, of which Amplats owns three. The majority of smelters are moving towards a UG2-rich concentrate, meaning that only a few local smelters would be able to receive BRPM JV Merensky concentrate; and
- benchmarked the Revised Purchase of Concentrate Agreement, and considers the terms of this Revised Purchase of Concentrate Agreement to be favourable to RBPlat.

Key qualitative considerations in respect of the Acquisition

In determining whether the Acquisition is fair to RBPlat shareholders, and arriving at our opinion we have also considered the following key qualitative considerations:

- the rationale for the Acquisition as set out in public announcements made by RBPlat and substantiated through discussions with management of RBPlat; and
- our understanding of the planned Acquisition process and the Revised Purchase of Concentrate Agreement.

Key fairness considerations in respect of the conclusion of the Revised Purchase of Concentrate Agreement and termination of the Existing Purchase of Concentrate Agreement

- reviewed the relevant transaction agreements, which comprise:
 - the Existing Purchase of Concentrate Agreement;

- the Revised Purchase of Concentrate Agreement;
- the Termination Agreement (in terms of which the Existing Purchase of Concentrate Agreement is terminated as a consequence of the conclusion of the Transaction);
- undertook a detailed comparison of the rights and obligations of RBR and RPM in terms of the Existing Purchase of Concentrate Agreement as compared to the rights and obligations of RBR and RPM in terms of the Revised Purchase of Concentrate Agreement and confirmed that the rights and obligations of the parties remain substantially unchanged (and therefore determined the value of the differential between the Revised Purchase of Concentrate Agreement and the Existing Purchase of Concentrate Agreement as being zero); and
- compared the pricing and penalties per variable in the Existing Purchase of Concentrate Agreement to the pricing and penalties per variable in the Revised Purchase of Concentrate Agreement and noted that, in real terms, the pricing and penalties remain unchanged (and therefore the value of the differential between the Revised Purchase of Concentrate Agreement and the Existing Purchase of Concentrate Agreement as being zero).

Key qualitative considerations in respect of the conclusion of the reasonableness of the Revised Purchase of Concentrate Agreement and termination of the Existing Purchase of Concentrate Agreement

- Considered the rationale for the replacement of the Existing Purchase of Concentrate Agreement with the Revised Purchase of Concentrate Agreement;
- Considered the other options available to RBPlat to treat its concentrate, given that RBPlat does not have its own smelting facilities.

Valuation for Transaction

The South African Code for the Reporting of Mineral Asset Valuation, 2016 Edition, as amended July 2015 (SAMVAL) Income Approach methodology (i.e. discounted cash flow or DCF) has been followed for the fairness opinion regarding the Acquisition. No other valuation methodology was considered, as the level of study work undertaken, historical records for this operating mine and current estimates (production, grade, plant recovery, opex and capex) used to inform the DCF are considered to carry the appropriate feasibility study (Styldrift Mine expansions) and operating mine levels of accuracy.

Snowden performed a valuation of the 33% interest in the BRPM JV, using DCF methodology, to determine whether the Acquisition represents fair value to RBPlat shareholders (other than RPM). Snowden has provided a minimum, maximum and preferred value for the 33% interest in BRPM JV. In addition, Snowden has ascribed value to the Resource outside of the current LOM mine plans (the Resource Addition) and has added this value to the overall BRPM JV valuation.

The Acquisition value, as at the valuation date of 30 June 2018, is a gross consideration of ZAR1.863 billion for the 33% interest in BRPM JV plus a re-imburement by RBR, of cash call payments to RPM between the date 4 July 2018 and the Phase I Effective Date (as defined in the Circular) (Purchase Price Adjustment), on a Rand for Rand basis.

The Snowden valuation was performed taking cognisance of risk and other market and industry factors affecting BRPM JV and RBPlat. The key external value drivers, each of which have a direct impact on the revenue derived by the BRPM JV and therefore, the value of RPM's 33% interest in the BRPM JV, include US dollar denominated PGM basket and base metal prices, exchange rates (US dollar/ZAR) and the demand for PGM and base metals.

Key internal value drivers to the valuation, impacting on the profitability of the BRPM JV and consequently on the value of 33% of BRPM JV, include opex and capex spend which are driven by, *inter alia*, relative depth of the resource (where an increasing depth translates into increased costs), resource grade variability and resource confidence, metal splitting limits, the viability of capex spend, opex containment (specifically shaft head costs) and margin optimisation. Adjustments which we deemed to be appropriate were made to the forecasts.

The Mineral Asset revenue comprises mining and plant production, head grade, exchange rates, commodity prices and plant recovery – all these components are directly linked to each other. Mineral Asset opex comprises (in order of descending magnitude) shaft head costs, concentrator costs, shared services costs, human resources development costs, social and labour plan costs, and corporate costs. Mineral Asset capex (in order of descending magnitude) comprises mining stay in business capital, expansion capital, replacement capital and stay in business capital for concentrators.

Snowden considered the underlying information and assumptions provided, including the formulation of opex and capex outside of the business plan (FY2023 to FY2045). We found these inputs and assumptions to be reasonable. Adjustments which we deemed to be appropriate were made to the long-term forecasts relating to commodity prices and exchange rates, the real WACC discount rate and a rework of the movement of working capital in the Cash Flow Model. No other material changes were applied to the Cash Flow Model by Snowden.

The real WACC discount rate was increased from 9% to 10% and relates to risk associated with the transition from Merensky to UG2 reefs at the North and South shafts, in terms of planned head grades, production and opex. Additional opportunities at BRPM JV include chrome extraction from UG2 feed, additional income through an expansion of the current production/ royalty programme with adjacent mines; and potential savings on unrealised contingencies

Snowden considers the fair value of the BRPM JV, as at 30 June 2018, and on a 100% basis, to be ZAR12.91 billion (with an applied 10.0% real WACC discount rate). The net present value (NPV) of the Mineral Asset is most sensitive to revenue, and is less sensitive to opex and least sensitive to capex:

- A 5% sensitivity to revenue was undertaken by Snowden. Applying this sensitivity to the Cash Flow Model, results in a lower and upper NPV in the BRPM JV of ZAR9.91 billion and ZAR15.83 billion respectively;
- A 5% sensitivity to the opex undertaken by Snowden. Applying this sensitivity to the Cash Flow Model, results in a lower and upper NPV in the BRPM JV of ZAR10.56 billion and ZAR14.86 billion respectively;
- A 5% sensitivity to capex was undertaken by Snowden. Applying this sensitivity to the Cash Flow Model, results in a lower and upper NPV in the BRPM JV of ZAR12.49 billion and ZAR13.32 billion respectively;

A value range associated with the opex sensitivity undertaken was chosen as the upper and lower thresholds for the valuation – over a seven-year period, BRPM JV year-on-year opex increases have marginally exceeded annualised inflation indices, and is primarily associated with year-on-year above-inflationary increases in labour, electricity and consumables. A 33% interest in BRPM JV would therefore have a preferred value of ZAR4.26 billion, with a lower threshold of ZAR3.48 billion and upper threshold of ZAR4.90 billion.

The valuation above is provided solely in respect of the Transaction and should not be used for any other purposes.

Key qualitative consideration

As at 30 June 2018, there were 200.71 million shares issued by RBPlat. In evaluating the fairness of the Transaction to arrive at our opinion, we have considered that the Transaction is in alignment with the see-through valuation of the BRPM JV calculated with respect to the traded price of the RBPlat shares, and within a 3% range of the 30, 60, and 90 day volume weighted average price immediately prior to the SENS firm intention announcement dated 5 July 2018.

In evaluating the fair and reasonableness of the Revised Purchase of Concentrate Agreement (and consequential termination of the Existing Purchase of Concentrate Agreement), to arrive at our opinion, we have considered that the Revised Purchase of Concentrate Agreement is in alignment with the terms and conditions of the Existing Purchase of Concentrate Agreement.

Snowden compared the NPC of the Revised Purchase of Concentrate Agreement and Existing Purchase of Concentrate Agreement in terms of penalties and charges for current, delivered BRPM JV concentrate. The NPC comparison has shown that there is no value dilution between the Revised Purchase of Concentrate Agreement and Existing Purchase of Concentrate Agreement. In addition, the NPC is immaterial to Mineral Asset overall revenues generated. Snowden confirms that the offtake price determination and price participation formulae for contained metals are the same for the two concentrate agreements.

Expert Opinion – Acquisition

Snowden considers the fair value of the BRPM JV, as at 30 June 2018, and on a 100% basis, to be an NPV of ZAR12.91 billion (with an applied 10.0% real WACC discount rate). Using a 5% opex adjustment, provides a lower threshold of ZAR10.56 billion and upper threshold of ZAR14.86 billion.

A 33% interest in BRPM JV would therefore have a preferred value of ZAR4.26 billion, with a lower threshold of ZAR3.48 billion and upper threshold of ZAR4.90 billion.

Given that the BRPM JV comprises the sole operating asset of RBPlat (and the sole value driver). Snowden considers the see-through fair value of BRPM JV to be ZAR6.08 billion, by applying the closing price of R20.00 per RBPlat share, as at 2 July 2018.

Snowden considers the Acquisition value of ZAR1.86 billion as fair to RBPlat shareholders.

Expert Opinion – Revised Purchase of Concentrate Agreement

Snowden has reviewed the Existing Purchase of Concentrate Agreement and the Revised Purchase of Concentrate Agreement. RPM is the primary recipient of the concentrate from the Combined Mine in both the Existing and Revised Purchase of Concentrate Agreements.

Snowden has reviewed the Revised Purchase of Concentrate Agreement in terms of the following criteria:

- historic and current arrangements for the RBPlat sale of concentrate
- offtake price determination and price participation formulae for contained metals
- moisture content and limits
- other concentrate parameters
- escalation and inflationary measures applied
- refining and treatment charges
- effective net smelter return
- quotational period(s)
- chromite, other permissible impurities and associated tolerance levels
- weighing, sampling, assaying, splitting limit, sample return mechanisms and associated costs
- transport arrangements and charges
- insurance, ownership and security
- operational procedures
- joint evaluation committee and commercial committee
- effective dates, termination dates, mothballing and breach
- dispute resolution
- discounting and premiums applied
- overall risk and reward profiles.

The following items have been updated in the Revised Purchase of Concentrate Agreement:

- 100% of the sales concentrate is included
- penalties increased for supply of low grade concentrate, in alignment with CPI
- sold concentrate minimum PGM grade specified
- new termination dates
- penalties increased, in alignment with Consumer Price Inflation (CPI), for moisture content
- chromite penalty increased, in alignment with CPI, and thresholds increased
- operational procedures have been appended (previously linked to the restated BRPM JV Agreement).

RPM has the ability to extend the termination date on its portion of the concentrate by 12 months if the deferred consideration is not repaid within three years. Furthermore, RBPlat has the ability to refinance the deferred consideration and accelerate payment should it wish to not be subject to this additional 12 month contract period.

Snowden compared the NPC of the Revised Purchase of Concentrate Agreement and Existing Purchase of Concentrate Agreement in terms of penalties and charges for current, delivered BRPM JV concentrate. The NPC comparison has shown that there is no value dilution between the Revised Purchase of Concentrate Agreement and Existing Purchase of Concentrate Agreement. In addition, the NPC is immaterial to Mineral Asset overall revenues generated. Snowden confirms that the offtake price determination and price participation formulae for contained metals are the same for the two concentrate agreements.

Furthermore, having considered:

- that the rationale for the replacement of the Existing Purchase of Concentrate Agreement with the Revised Purchase of Concentrate Agreement was as a consequence of the termination of the BRPM JV following the Acquisition; and
- that the terms and conditions of the Revised Purchase of Concentrate Agreement are believed to be superior (in so far as RBPlat is concerned) to the other options available to RBPlat to treat its concentrate, given that RBPlat does not have its own smelting facilities,

Snowden considers the Revised Purchase of Concentrate Agreement, and consequential termination of the Existing Purchase of Concentrate Agreement, as reasonable to RBPlat shareholders.

In conclusion, Snowden considers the Revised Purchase of Concentrate Agreement, and consequential termination of the Existing Purchase of Concentrate Agreement, as both fair and reasonable to RBPlat shareholders, other than RPM, based on the offtake price determination and price participation formulae, refining and treatment charges, other concentrate charges and chromite penalty thresholds, quotational periods, effective smelter return, overall risk and reward to RBPlat shareholders and other options available to RBPlat to treat its concentrate.

Limiting conditions

Our opinion for the Acquisition and Revised Purchase of Concentrate Agreement review is necessarily based upon the information available to us up to 20 August 2018, including in respect of the financial, regulatory, securities market and other conditions and circumstances existing and disclosed to us at the date thereof. We have furthermore assumed that all conditions precedent, including any material regulatory, other approvals and consents required in connection with the Transaction have been or will be timeously fulfilled and/or obtained.

Accordingly, it should be understood that subsequent developments may affect this opinion, which we are under no obligation to update, revise or re-affirm.

This opinion is provided to the Board in connection with and for the purposes of the Transaction, for the sole purpose of assisting the Independent Board in forming and expressing an opinion for the benefit of RBPlat shareholders. This opinion is prepared solely for the Board for use in the indicated manner and therefore should not be regarded as suitable for use by any other party or give rise to third party rights. This opinion does not purport to cater for the perspective of each individual shareholder, but rather that of the general body of RBPlat shareholders. Should any shareholder be in doubt as to what action to take, he or she should consult an independent Advisor.

An individual RBPlat shareholder's decision as to whether to vote in favour of or against the Transaction may be influenced by their particular circumstances. The assessment as to whether or not the Independent Board decides to recommend the Transaction is a decision that can only be taken by the Board.

We have relied upon and assumed the accuracy of the information used by us in deriving our opinion. Where practical, we have corroborated the reasonability of the information provided to us for the purpose of our opinion, whether in writing or obtained in discussion with management of RBPlat, by reference to publicly available or independently obtained information.

Where relevant, the forecasts of RBPlat relate to future events and are based on assumptions that may or may not remain valid for the whole of the forecast period. Consequently, such information cannot be relied upon to the same extent as that derived from audited financial statements for completed accounting periods. We express no opinion as to how closely the actual future results of RBPlat will correspond to those projected.

We have also assumed that the Transaction will have the legal, accounting and taxation consequences described in discussions with, and materials furnished to us by, representatives and advisors of RBPlat and we express no opinion on such consequences. We have assumed that all agreements that will be entered into in respect of the Transaction will be legally enforceable.

Independence, competence and fees

We confirm that we are independent of RBPlat and have no direct or indirect interest in RBPlat shares or the Transaction. We also confirm that we have the necessary qualifications and competence to provide the fairness opinion. Furthermore, we confirm that our professional fees are not contingent upon the success of the Transaction implementation.

Consent

We consent to the inclusion of this letter and the reference to our opinion in the Circular to be issued to the shareholders of RBPlat in the form and context in which it appears and in any required regulatory announcement or documentation.

Yours faithfully,

**Vince Agnello
Competent Valuator**

Snowden Mining Industry Consultants (Pty) Ltd
Technology House, Greenacres Complex
Cnr Rustenburg and Victory Rds
Victory Park
Johannesburg
2195

PRO FORMA FINANCIAL EFFECTS

The definitions and interpretations commencing on page 9 of this Circular apply to this annexure and throughout the Circular, unless a word or a term is otherwise defined herein.

The *pro forma* financial information has been prepared to illustrate the impact of the Transaction on the published, consolidated interim financial results of RBPlat for the six-month period ended 30 June 2018, had the Transaction been implemented on 1 January 2018 for statement of comprehensive income purposes and on 30 June 2018 for statement of financial position purposes.

The *pro forma* financial information has been prepared using the accounting policies that comply with IFRS and that are consistent with those applied in the consolidated, published interim results of RBPlat for the period ended 30 June 2018.

The *pro forma* financial information set out below is the responsibility of the Directors and has been prepared for illustrative purposes only and because of their nature may not fairly present the financial position, changes in equity and results of operations or cash flows of RBPlat after the Transaction.

The *pro forma* financial information should be read along with the independent reporting accountants' assurance report thereon, as set out in **Annexure 3** to the Circular.

PRO FORMA STATEMENT OF COMPREHENSIVE INCOME

The *pro forma* income statement and statement of comprehensive income set out below illustrates the effect of the Transaction on the financial information of RBPlat for the six-month period ended 30 June 2018.

<i>R million</i>	Before Actual	Acquisition of non- controlling interest <i>Pro forma</i>	Transaction costs <i>Pro forma</i>	After the Transaction <i>Pro forma</i>
<i>Notes</i>	1	2	3	4
Revenue	1 660	–	–	1 660
Cost of sales	(1 504)	–	–	(1 504)
Cost of sales excluding depreciation and amortisation	(1 365)	–	–	(1 365)
Depreciation and amortisation	(178)	–	–	(178)
Increase in inventories	39	–	–	39
Gross profit	156	–	–	156
Other income	48	–	–	48
Administration costs	(152)	–	(14)	(166)
Impairment of non-financial assets	(27)	–	–	(27)
Finance income	43	–	–	43
Finance costs	(7)	(112)	–	(119)
Profit before tax	59	(112)	(14)	(67)
Income tax credit	(49)	15	4	(30)
Income tax expense	(10)	3	4	(3)
Deferred tax credit	(39)	11	–	(27)
Net profit for the period	10	(97)	(10)	(97)
Other comprehensive income	–	–	–	–
Total comprehensive income	10	(97)	(10)	(97)
Total comprehensive (loss)/income attributable to:	10	(97)	(10)	(97)
Owners of the Company	(24)	(63)	(10)	(97)
Non-controlling interest	34	(34)	–	–
Reconciliation of earnings to headline earnings				
Earnings attributable to owners of the Company	(24)	(63)	(10)	(97)
Impairment of PPE	12	–	–	12
Headline earnings	(12)	(63)	(10)	(84)
Shares in issue (excl. treasury shares) ('000)	198 208	9 792	–	208 000
Weighted average number of shares in issue ('000)	193 866	9 792	–	203 658
Weighted average number of shares in issue for diluted earnings and diluted headline loss per share ('000)	221 810	9 792	–	231 602
Basic loss per share (cents)	(12.4)			(47.6)
Diluted loss per share (cents)	(12.4)			(47.6)
Headline loss per share (cents)	(6.0)			(41.5)
Diluted headline loss per share (cents)	(6.0)			(41.5)

Notes

- 1) The "Before" financial information has been extracted without adjustment from the published, consolidated interim financial results of RBPlat for the six-month period ended 30 June 2018.
- 2) The "Acquisition of non-controlling interest" column reflects the following adjustments:
 - a) it has been assumed that both Phase I and Phase II of the Transaction were implemented on 1 January 2018;
 - b) additional finance costs amounting to R112 million have been recognised in respect of the following:
 - i) given that RBPlat will, with effect from the Effective Date of Phase I, be responsible for 100% of the capital contributions attributable to the BRPM JV and that it is expected that this will be funded from the Enlarged Debt, it has been assumed that all capital contributions attributable to the BRPM JV and funded by RPM during the period 1 January 2018 to 30 June 2018 (being R453 million) are funded by RBPlat from the Enlarged Debt, which debt accrues interest at 10.36%, resulting in additional pre-taxation finance costs of R12 million being recognised, assuming that the contributions arose evenly throughout the six-month interim period. This adjustment is expected to have a continuing effect;
 - ii) the balance of the pre-taxation finance costs of R100 million relate to the escalation of the Deferred Consideration at the Escalation Rate (currently implying a rate of 12.36%) during the period from 1 January 2018 to 30 June 2018, which escalation is treated as a finance cost for accounting purposes. This adjustment is expected to have a continuing effect for so long as the Deferred Consideration remains outstanding;
 - c) the taxation credit of R15 million comprises:
 - i) the current tax saving of R3 million on the interest charged on the additional Enlarged Debt (refer note 2(b)(i)) at a current tax rate of 28%. This adjustment is expected to have a continuing effect;
 - ii) a deferred tax asset recognised in respect of 41% of the escalation on the Deferred Consideration (refer note 2(b)(ii)) at the current tax rate of 28%, where 41% reflects the portion of the Purchase Consideration that is attributable to mining assets as agreed between the RPM and RBR and recorded as such in the Sale and Purchase Agreement (which allocation was calculated based on the respective book value of the assets per the annual financial statements of RBPlat for the year ended 31 December 2017). These mining assets are included in unredeemed capital expenditure for taxation purposes and therefore qualify for a tax deduction of 28% against mining income in future years. This adjustment is expected to have a continuing effect for so long as the Deferred Consideration remains outstanding;
 - d) the non-controlling interest recognised for the six-month period ended 30 June 2018 of R34 million, together with the net effect of the adjustments referred to above, has been allocated to owners of the Company as a result of the derecognition of the non-controlling interest with effect from 1 January 2018;
 - e) 9 791 823 Shares have been issued at an issue price of R23.63847 (being the 30-day VWAP as at the Last Practicable Date) in settlement of the Initial Consideration;
 - f) loss per share diluted loss per share and diluted Headline loss per share have not been adjusted to reflect the potential dilutionary effects of the settlement of the Deferred Consideration through the issue of Shares given that the Group has incurred a loss for the period concerned and the potential Share issue is therefore anti-dilutive (i.e. reduces the loss per Share) and therefore, per IAS 33, not taken into account in calculating diluted loss per share and diluted Headline loss per share;
 - g) given that the pro forma financial effects are based on the assumption that the Transaction is implemented on 1 January 2018, this implies that the effective date for Phase I and the effective date for Phase II occur on the same day. Accordingly, the Contract Mining and Sale of Ore Agreement does not come into effect (as it only would come into effect between these dates) and therefore has not been taken into account in the preparation of the pro forma financial effects. The Contract Mining and Sale of Ore Agreement is not, in any event, expected to have any effect on the pro forma financial effects given that it implies a zero profit or loss for the Group; and
 - h) given that the terms and conditions of the Revised Purchase of Concentrate Agreement are substantially the same as the terms and conditions of the Existing Purchase of Concentrate Agreement, the implementation of the Revised Purchase of Concentrate Agreement, together with the termination of the Existing Purchase of Concentrate Agreement, is not expected to have any impact on the pro forma financial effects reported.
- 3) Once-off pre-taxation Transaction costs in the amount of R14 million have been expensed, all of which are assumed to be deductible for tax purposes.
- 4) There were no post-balance sheet events in respect of the Group that require adjustment.

PRO FORMA STATEMENT OF FINANCIAL POSITION

The *pro forma* statement of financial position set out below illustrates the effect of the Transaction on the financial information of RBPlat as at 30 June 2018.

<i>R million</i>	Before Actual	Acquisition of non- controlling interest <i>Pro forma</i>	After the Transaction <i>Pro forma</i>
Notes	1	2	
ASSETS			
Non-current assets	20 246	218	20 464
Property, Plant and Equipment	13 589	–	13 589
Mining Rights	5 671	–	5 671
Environmental trust deposit and guarantees	187	–	187
Employee housing receivable	517	–	517
Employee housing benefit	197	–	197
Insurance investment	39	–	39
Deferred tax asset	46	218	264
Current assets	3 392	(27)	3 364
Employee housing benefit	14	–	14
Employee housing assets	654	–	654
Inventories	172	–	172
Trade and other receivables	1 824	(13)	1 811
Current tax receivable	–	–	–
Cash and cash equivalents	728	(14)	713
TOTAL ASSETS	23 638	191	23 828
EQUITY AND LIABILITIES			
Share capital and reserves	14 619	360	14 979
Share capital	2	–	2
Share premium	9 824	231	10 055
Retained earnings	678	(10)	667
Share based payment reserve	245	–	245
Non distributable reserve	82	–	82
Other reserves	–	3 926	3 926
Non-controlling interest	3 788	(3 788)	–
Non-current liabilities	6 583	1 619	8 201
Deferred tax liability	3 812	–	3 843
Convertible bond – liability	960	–	960
Interest-bearing borrowings	500	1 619	2 119
PIC housing facility	1 133	–	1 133
Restoration and rehabilitation provision and other	178	–	178
Current liabilities	2 436	(1 787)	648
Trade and other payables	648	–	648
RPM payable	1 787	(1 787)	–
TOTAL EQUITIES AND LIABILITIES	23 638	191	23 828
Shares in issue (excl. treasury shares) ('000)	198 208	9 792	208 000
Net Asset Value per Share (cents)	5 465		7 201
Tangible Net Asset Value per Share (cents)	2 580		4 348

Notes:

- 1) The "Before" financial information has been extracted without adjustment from the published, consolidated interim financial results of RBPlat for the six-month period ended 30 June 2018.
- 2) The "Acquisition of non-controlling interest" column reflects the following adjustments:
 - a) Phase I and Phase II of the Transaction have been assumed to have been implemented on 30 June 2018;
 - b) a deferred tax asset in the amount of R214 million has been recognised representing the portion of the Purchase Consideration (being 41% per the Sale and Purchase Agreement, refer to note 2(c)(ii) to the *Pro forma* Statement of Comprehensive Income for further information in this regard) that is attributable to mining assets and therefore has been recognised as an increase in the unredeemed capital expenditure balance of the Group which is expected to qualify for a deduction against future taxable mining income;
 - c) the Receivable of R13 million (recognised in trade and other receivables) has been offset from the Purchase Consideration;
 - d) it is assumed that Transaction costs in the amount of R14 million are settled in cash;
 - e) 9 791 823 Shares have been issued at an issue price of R23.63847 (being the 30-day VWAP as at the Last Practicable Date) in settlement of the Initial Consideration, raising aggregate proceeds of R231 million;
 - f) the retained income charge of R10 million reflects the after-tax retained income effect of the Transaction costs expensed (R14 million pre-taxation), after taking into account a taxation deduction of R4 million, with the taxation amount being treated as an increase in the deferred tax asset as a result of the assessed loss incurred by the Company.
 - g) the credit to "other reserves" in the amount of R3.926 billion reflects the net impact on equity attributable to parent equity holders of the acquisition of the non-controlling interest, recognised in terms of IFRS10.23, calculated as follows:

	R'million
Purchase Consideration	1 863
Derecognition of non-controlling interest	(3 788)
Derecognition of the aggregate capital contributions made by RPM to the BRPM JV as at 30 June 2018 which were recognised as a liability on the consolidated statement of financial position of RBPlat ("the RPM Payable")	(1 787)
Recognition of a deferred tax asset in the amount of R764 million x 28% (refer note 2(b))	(214)
Net impact on equity attributable to parent equity holders	(3 926)

- h) the Deferred Consideration of R1.619 billion, being the Purchase Consideration (R1.863 billion) less the Initial Consideration (R232 million) less the Receivable (R13 million) is recognised on the effective date of the Transaction.
 - i) given that the *pro forma* financial effects are based on the assumption that the Transaction is implemented on 30 June 2018, this implies that the effective date for Phase I and the effective date for Phase II occur on the same day. Accordingly, the Contract Mining and Sale of Ore Agreement does not come into effect (as it only would come into effect between these dates) and therefore has not been taken into account in the preparation of the *pro forma* financial effects. The Contract Mining and Sale of Ore Agreement is not, in any event, expected to have any effect on the *pro forma* financial effects given that it implies a zero profit or loss for the Group; and
 - j) given that the terms and conditions of the Revised Purchase of Concentrate Agreement are substantially the same as the terms and conditions of the Existing Purchase of Concentrate Agreement, the implementation of the Revised Purchase of Concentrate Agreement, together with the termination of the Existing Purchase of Concentrate Agreement, is not expected to have any impact on the *pro forma* financial effects.
- 3) There were no post-balance sheet events in respect of the Group that require adjustment.

INDEPENDENT REPORTING ACCOUNTANT'S LIMITED ASSURANCE REPORT ON THE *PRO FORMA* FINANCIAL EFFECTS

The Board of Directors
Royal Bafokeng Platinum Limited
Block C, 4th Floor
No 1 Montecasino Boulevard
Fourways
2055

20 August 2018

Report on the Assurance Engagement on the Compilation of Pro forma Financial Information included in a circular

We have completed our assurance engagement to report on the compilation of the *pro forma* financial information of Royal Bafokeng Platinum Limited (“RBPlat” or “the Company”) by the directors. The *pro forma* financial information, as set out in Annexure 2 of the circular (“the Circular”), consist of the *pro forma* statement of financial position as at 30 June 2018, the *pro forma* statement of comprehensive income for the six months ended 30 June 2018 and related notes. The applicable criteria on the basis of which the directors have compiled the *pro forma* financial information are specified in the JSE Limited (JSE) Listings Requirements and described in **Annexure 2** of the Circular.

The *pro forma* financial information has been compiled by the directors to illustrate the impact of the acquisition of the RPM participation interest in the BRPM Joint Venture (“the Acquisition”), conclusion of the Contract Mining and Sale of Ore Agreement and consequent termination of the Services Agreement and the entering into the Revised Purchase of Concentrate Agreement (collectively “the Transaction”) on the published, consolidated interim financial results of RBPlat for the six-month period ended 30 June 2018, had the Transaction been implemented on 1 January 2018 for the *pro forma* statement of comprehensive income purposes and on 30 June 2018 for *pro forma* statement of financial position purposes. As part of this process, information about the Company’s financial position and financial performance has been extracted by the directors from the Company’s consolidated interim financial results for the period ended 30 June 2018, which is unaudited.

Directors’ responsibility

The directors of the Company are responsible for compiling the *pro forma* financial information on the basis of the applicable criteria specified in the JSE Listings Requirements and described in **Annexure 2** of the Circular.

Our independence and quality control

We have complied with the independence and other ethical requirements of the Code of Professional Conduct for Registered Auditors issued by the Independent Regulatory Board for Auditors (“IRBA Code”), which is founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behaviour. The IRBA Code is consistent with the International Ethics Standards Board for Accountants Code of Ethics for Professional Accountants (Part A and B).

The firm applies International Standard on Quality Control 1 and, accordingly, maintains a comprehensive system of quality control including documented policies and procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.

Reporting accountant’s responsibility

Our responsibility is to express an opinion about whether the *pro forma* financial information has been compiled, in all material respects, by the directors on the basis of the applicable criteria specified in the JSE Listings Requirements and described in **Annexure 2** of the Circular based on our procedures performed.

We conducted our engagement in accordance with the International Standard on Assurance Engagements (ISAE) 3420, Assurance Engagements to Report on the Compilation of *Pro forma* Financial Information Included in a Prospectus issued by the International Auditing and Assurance Standards Board. This standard requires that we plan and perform our procedures to obtain reasonable assurance about whether the *pro forma* financial information has been compiled, in all material respects, on the basis specified in the JSE Listings Requirements.

For purposes of this engagement, we are not responsible for updating or reissuing any reports or opinions on any historical financial information used in compiling the *pro forma* financial information, nor have we, in the course of this engagement, performed an audit or review of the financial information used in compiling the *pro forma* financial information.

The purpose of *pro forma* financial information is solely to illustrate the impact of a significant event or transaction on unadjusted financial information of the company as if the event had occurred or the transaction had been undertaken at an earlier date selected for purposes of the illustration. Accordingly, we do not provide any assurance that the actual outcome of the event or transaction would have been as presented.

A reasonable assurance engagement to report on whether the *pro forma* financial information has been compiled, in all material respects, on the basis of the applicable criteria involves performing procedures to assess whether the applicable criteria used by the directors in the compilation of the *pro forma* financial information provide a reasonable basis for presenting the significant effects directly attributable to the event or transaction, and to obtain sufficient appropriate evidence about whether:

- the related *pro forma* adjustments give appropriate effect to those criteria; and
- the *pro forma* financial information reflects the proper application of those adjustments to the unadjusted financial information.

The procedures selected depend on our judgment, having regard to our understanding of the nature of the Company, the event or transaction in respect of which the *pro forma* financial information has been compiled, and other relevant engagement circumstances.

Our engagement also involves evaluating the overall presentation of the *pro forma* financial information.

We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Opinion

In our opinion, the *pro forma* financial information has been compiled, in all material respects, on the basis of the applicable criteria specified by the JSE Listings Requirements and described in **Annexure 2** of the Circular.

PricewaterhouseCoopers Inc.

Director: TD Shango

Registered Auditor

20 August 2018

SUMMARISED CURRICULUM VITAE OF THE RPM NOMINEES

Mr Gordon Leslie Smith (59)

BSc Eng (mining), MSc Eng, MBA, PhD, PrEng

Gordon is currently the Executive Head of Mining for Amplats.

He has 39 years' minerals industry experience across precious metal, base metal, ferrous metals, chrome, diamond and semiprecious stone, and coal operations. He joined Amplats in 2003 as general manager: planning. Subsequent appointments include head of strategic business planning, head of mineral resource management and executive head: technical. Gordon is an honorary life fellow and past president of the Southern African Institute of Mining and Metallurgy, a fellow of the Mine Ventilation Society of South Africa, and a member of the South African National Institute of Rock Engineering and associate professor at University of the Witwatersrand, school of mining engineering.

Mr Avischen Moodley (34)

BBusSc (Actuarial Science), FIA, CFA

Avischen is currently the Head of Corporate Finance: South Africa for Anglo American PLC.

He is a Fellow of the Institute of Actuaries and a Chartered Financial Analyst and has 13 years' minerals industry experience, over 8 years of which is in the PGM industry, across various finance functions including, Corporate Finance, Operational Finance, Business Development, Strategy and Treasury. He served on the BRPM JV Management Committee between 2011 and 2012.



Royal Bafokeng Platinum Limited

(Incorporated in the Republic of South Africa)

(Registration number 2008/015696/06)

JSE share code: RBP ISIN: ZAE000149936

NOTICE OF GENERAL MEETING

NOTICE IS HEREBY GIVEN THAT A GENERAL MEETING OF SHAREHOLDERS WILL BE HELD IN THE CASTELLO ROOM AT THE PALAZZO HOTEL, MONTECASINO BOULEVARD, FOURWAYS ON TUESDAY, 25 SEPTEMBER 2018 AT 09:00 FOR THE PURPOSE OF CONSIDERING, AND IF DEEMED FIT, PASSING, WITH OR WITHOUT MODIFICATION, THE RESOLUTIONS SET OUT BELOW IN THE MANNER REQUIRED BY THE ACT.

PROXIES

A Shareholder entitled to attend, speak and vote at the General Meeting is entitled to appoint one or more proxies to attend, speak and vote in his or her stead. A proxy need not be a Shareholder of the Company. For the convenience of Certificated Shareholders and Dematerialised Shareholders with “*own name*” registration, a Form of Proxy is attached.

Duly completed Forms of Proxy should be lodged with the Transfer Secretaries not less than 48 (forty eight) hours before the commencement of the General Meeting or they may be handed to the chairman of the General Meeting before the appointed proxy exercises any of the relevant shareholder rights at the General Meeting.

In compliance with the provisions of section 58(8)(b)(i) of the Act, a summary of the rights of a Shareholder to be represented by proxy, as set out in section 58 of the Act, is set out in the attached Form of Proxy.

RECORD DATES

The record date, in terms of section 59 of the Act, for Shareholders to be recorded in the Register in order to:

- receive the Notice of General Meeting is Friday, 17 August 2018; and
- attend, speak and vote at the General Meeting is Friday, 14 September 2018 and, accordingly, the last day to trade in order to be eligible to vote at the General Meeting is Tuesday, 11 September 2018.

PROOF OF IDENTIFICATION REQUIRED

In terms of section 63(1) of the Act, any Shareholder or proxy who intends to attend or participate at the General Meeting must be able to present reasonably satisfactory identification and the person presiding at the General Meeting must be reasonably satisfied that the right of the person to participate in or vote at the General Meeting, either as a Shareholder or proxy, has been reasonably verified. A valid green bar-coded or smart card identification document, issued by the South African Department of Home Affairs, a valid driver's license or a passport will be accepted as sufficient identification.

ELECTRONIC PARTICIPATION BY SHAREHOLDERS

Should a Shareholder (or a representative or a proxy of such Shareholder) wish to participate in (but not vote at) the General Meeting by way of telephone conference call, then such Shareholder:

- must contact Lester Jooste (by email at the address lester@bafokengplatinum.co.za) by no later than 09:00 on Thursday, 20 September 2018 in order to obtain dial-in details for the conference call; and
- will be required to provide reasonably satisfactory identification.

Shareholders (or a representative or a proxy of such Shareholder) will not be able to vote telephonically at the General Meeting and Shareholders will need to appoint a proxy or representative to vote on their behalf at the General Meeting.

ORDINARY RESOLUTION NO. 1 – APPROVAL OF THE ACQUISITION

“Resolved, in terms of paragraphs 9.20(b) and 10.4(d) of the Listings Requirements, and subject to approval by Shareholders of Ordinary Resolutions No. 2, 3, 4 and 5, that the acquisition by RBPlat, through RBR, of the RPM Participation Interest and the RPM Mining Rights from RPM, a related party to RBPlat, for the Purchase Consideration, and the consequential termination of the BRPM JV, the JV Agreement and related service-level agreements entered into between the Parties, be and is hereby approved.”

Voting in respect of this Ordinary Resolution

Percentage of voting rights required for this Ordinary Resolution No. 1 to be adopted is a simple majority of votes of Disinterested Shareholders, being more than 50% of the votes exercised on the resolution by Shareholders present or represented by proxy at the General Meeting, excluding RPM and its associates, as envisaged in paragraph 10.4(e) of the Listings Requirements. For the avoidance of doubt, the Shares held by RPM and its associates will be taken into account in determining a quorum at the General Meeting.

Reason and effect of this Ordinary Resolution

The reason for this Ordinary Resolution No. 1 is for Shareholders to approve the Acquisition in terms of paragraphs 9.20(b) and 10.4(d) of the Listings Requirements. The effect of this Ordinary Resolution No. 1 is that RBPlat, through RBR, will acquire the balance of the 33% interest in the BRPM JV and, as a consequence thereto, the BRPM JV will terminate. Further details pertaining to the Acquisition are contained in paragraph 5 of the Circular.

ORDINARY RESOLUTION NO. 2 – APPROVAL OF THE CONCLUSION OF THE CONTRACT MINING AND SALE OF ORE AGREEMENT AND THE CONSEQUENTIAL TERMINATION OF THE SERVICES AGREEMENT

“Resolved, in terms of paragraph 10.4(d) of the Listings Requirements, and subject to approval by Shareholders of Ordinary Resolutions No. 1, 3, 4 and 5, that RBPlat, through RBR, be authorized to enter into the Contract Mining and Sale of Ore Agreement and, as a consequence thereto, through RBR, terminate the Services Agreement, with RBPMS and RPM, a related party to RBPlat.”

Voting in respect of this Ordinary Resolution

Percentage of voting rights required for this Ordinary Resolution No. 2 to be adopted is a simple majority of votes of Disinterested Shareholders, being more than 50% of the votes exercised on the resolution by Shareholders present or represented by proxy at the General Meeting, excluding RPM and its associates, as envisaged in paragraph 10.4(e) of the Listings Requirements. For the avoidance of doubt, the Shares held by RPM and its associates will be taken into account in determining a quorum at the General Meeting.

Reason and effect of this Ordinary Resolution

The reason for this Ordinary Resolution No. 2 is for Shareholders to approve the entering into by RBPlat of the Contract Mining and Sale of Ore Agreement in terms of paragraph 10.4(d) of the Listings Requirements and consequently, terminate the Services Agreement. The effect of this Ordinary Resolution No. 2 is (i) the termination of the Services Agreement, (ii) the appointment of RBR as contractor to manage, control, administer, maintain and rehabilitate the RPM Mining Rights, and (iii) to acquire from RPM ore extracted from the combined mine and attributable to RPM.

ORDINARY RESOLUTION NO. 3 – APPROVAL OF THE REVISED DISPOSAL OF CONCENTRATE AGREEMENT AND THE CONSEQUENTIAL TERMINATION OF THE EXISTING DISPOSAL OF CONCENTRATE AGREEMENT

“Resolved, in terms of paragraph 10.4(d) of the Listings Requirements and subject to approval by Shareholders of Ordinary Resolutions No. 1, 2, 4 and 5, that RBPlat, through RBR, be authorized to enter into the Revised Disposal of Concentrate Agreement and, as a consequence thereto, through RBR, terminate the Existing Disposal of Concentrate Agreement, with RBPMS and RPM, a related party to RBPlat.”

Voting in respect of this Ordinary Resolution

Percentage of voting rights required for this Ordinary Resolution No. 3 to be adopted is a simple majority of votes of Disinterested Shareholders, being more than 50% of the votes exercised on the resolution by Shareholders present or represented by proxy at the General Meeting, excluding RPM and its associates, as envisaged in paragraph 10.4(e) of the Listings Requirements. For the avoidance of doubt, the Shares held by RPM and its associates will be taken into account in determining a quorum at the General Meeting.

Reason and effect of this Ordinary Resolution

The reason for this Ordinary Resolution No. 3 is for Shareholders to approve the entering into by RBPlat, through RBR, of the Revised Disposal of Concentrate Agreement and the consequential termination of the Existing Disposal of Concentrate Agreement, in terms of paragraph 10.4(d) of the Listings Requirements. The effect of this Ordinary Resolution No. 3 is that RBPlat, through RBR, will continue to dispose of its concentrate produced to RPM, on substantially the same terms as that contained in the Existing Disposal of Concentrate Agreement.

ORDINARY RESOLUTION NO. 4 – APPOINTMENT OF MR GL SMITH AS A DIRECTOR

“Resolved, subject to approval by Shareholders of Ordinary Resolutions No. 1, 2 and 3, that Mr Gordon Leslie Smith be appointed as a non-executive director on the Board with effect from the Phase I Effective Date.

Voting in respect of this Ordinary Resolution

Percentage of voting rights required for this Ordinary Resolution No. 4 to be adopted is a simple majority of votes of Shareholders, being more than 50% of the votes exercised on the resolution by Shareholders present or represented by proxy at the General Meeting.

ORDINARY RESOLUTION NO. 5 – APPOINTMENT OF MR A MOODLEY AS A DIRECTOR

“Resolved, subject to approval by Shareholders of Ordinary Resolutions No. 1, 2 and 3, that Mr Avischen Moodley be appointed as a non-executive director on the Board with effect from the Phase I Effective Date.

Voting in respect of this Ordinary Resolution

Percentage of voting rights required for this Ordinary Resolution No. 5 to be adopted is a simple majority of votes of Shareholders, being more than 50% of the votes exercised on the resolution by Shareholders present or represented by proxy at the General Meeting.

SPECIAL RESOLUTION NO. 1 – AUTHORITY TO PROVIDE FINANCIAL ASSISTANCE IN TERMS OF SECTION 45 OF THE ACT

“Resolved that, to the extent required by section 45 of the Act, the Board may, subject to compliance with the requirements of the Act, the Company’s Memorandum of Incorporation and the requirements of the Listings Requirements, authorise the Company to provide direct or indirect financial assistance to RBR, and in this regard to:

- (i) assume RBR’s obligations to RPM in respect of the Initial Consideration and discharge such obligations through contributing the proceeds of the Initial Capital Raising to RPM; and
- (ii) in the event that RBR elects to settle the Deferred Consideration (or any portion thereof) by RBPlat issuing Shares, to assume such portion of the Deferred Consideration and discharge such obligation through allotment and issue of the Consideration Shares to RPM and/or RBPlat Shareholders (pursuant to the Claw Back Offer) and/or through payment of any proceeds received from RBPlat Shareholders to RPM.”

Special Resolution No. 1 will always be subject to the Directors being satisfied that (a) immediately after providing such financial assistance, the Company will satisfy the solvency and liquidity test as referred to in section 45(3)(b)(i) of the Act and that (b) the terms under which such financial assistance is to be given are fair and reasonable to the Company as referred to in section 45(3)(b)(ii) of the Act.

To the extent that Special Resolution No. 1 contemplates that such financial assistance provided for in that resolution and any other during the same financial year will in the aggregate exceed one-tenth of one percent of the Company’s net worth at the date of adoption of such resolution, the Company shall, for so long as it is required in terms of the Act, within 10 business days after the adoption of the section 45 Board Resolution provide notice thereof to the shareholders of the Company and to any trade union representing employees of

the Company. In any other case, for so long as it is required in terms of the Act, the Board will provide the shareholders with written notice of a section 45 Board Resolution within 30 business days of the end of the financial year.

Voting in respect of this Special Resolution

Percentage of voting rights required for this Special Resolution No. 1 to be adopted is 75% of the votes exercised on the resolution by Shareholders present or represented by proxy at the General Meeting.

Reason and effect of this Special Resolution

The reason for this Special Resolution No. 1 is for Shareholders to approve the provision by RBPlat of financial assistance to RBR in the manner contemplated.

DEMATERIALIZED SHAREHOLDERS WITHOUT “OWN NAME” REGISTRATION

Dematerialised Shareholders without “*own name*” registration who wish to attend the General Meeting in person should request their Broker or CSDP to provide them with the necessary letter of representation in terms of their custody agreement with their Broker or CSDP. Dematerialised Shareholders without “*own name*” registration who do not wish to attend but wish to vote at the General Meeting must advise their Broker or CSDP of their voting instructions. Dematerialised Shareholders without “*own name*” registration should contact their Broker or CSDP with regard to the cut-off time for their voting instructions.

CERTIFICATED SHAREHOLDERS OR DEMATERIALIZED SHAREHOLDERS WITH “OWN NAME” REGISTRATION

Certificated Shareholders or a Dematerialised Shareholders with “*own name*” registration, may attend the General Meeting in person and may vote at the General Meeting. Alternatively, such Shareholders may appoint a proxy to represent them at the General Meeting by completing the Form of Proxy (*blue*).

VOTING

On a show of hands, every Shareholder of the Company present in person or represented by proxy shall have only 1 (one) vote. On a poll, every Shareholder of the Company present in person or represented by proxy shall have 1 (one) vote for every RBPlat Share held in the Company by such Shareholder.

Pursuant to schedule 14 of the Listings Requirements, the votes of the Treasury Shares, being the RBPlat Shares held by the Company’s existing employee share/option schemes, may not be exercised in respect to the Resolutions contained in this Notice of General Meeting.

By order of the RBPlat Board

L Jooste

Company secretary

27 August 2018



Royal Bafokeng Platinum Limited

(Incorporated in the Republic of South Africa)
 (Registration number 2008/015696/06)
 JSE share code: RBP ISIN: ZAE000149936

FORM OF PROXY (FOR USE BY CERTIFICATED SHAREHOLDERS AND DEMATERIALISED SHAREHOLDERS WITH “OWN NAME” REGISTRATION)

This Form of Proxy is **only** for use by:

- Certificated Shareholders; and
- Dematerialised Shareholders with “*own name*” registration,

in respect of the General Meeting of Shareholders to be held in the Castello Room at the Palazzo Hotel, Montecasino Boulevard, Fourways on Tuesday, 25 September 2018 at 09:00, and at any postponement or adjournment thereof.

Shareholders who have Dematerialised their RBPlat Shares with a Broker or CSDP, other than with “*own name*” registration, must arrange with the Broker or CSDP concerned to provide them with the necessary letter of representation to attend the General Meeting or the Shareholders concerned must instruct their Broker or CSDP as to how they wish to vote in this regard. This must be done in terms of the agreement entered into between the Shareholder and the Broker or CSDP concerned.

I/We _____ (name in block letters)
 of _____ (address)

Telephone (work) _____ (home) _____

Mobile _____ (email) _____

being the holder(s) of RBPlat Shares

hereby appoint (see note 1):

1. _____ or failing him/her
2. _____ or failing him/her

the chairman of the General Meeting, as my/our proxy to attend, speak and act on my/our behalf at the General Meeting (and at any postponement or adjournment thereof) and, on a poll, to vote in my stead and to vote for or against the Resolutions or abstain from voting thereon in respect of the RBPlat Shares registered in my/our name(s), in accordance with the following instructions (see note 3):

	For	Against	Abstain
Ordinary Resolution No. 1 – Approval of the Acquisition			
Ordinary Resolution No. 2 – Approval of the Contract Mining and Sale of Ore Agreement and termination of the Services Agreement			
Ordinary Resolution No. 3 – Approval of the Revised Disposal of Concentrate Agreement and termination of the Existing Disposal of Concentrate Agreement			
Ordinary Resolution No. 4 – Appointment of Mr Gordon Leslie Smith			
Ordinary Resolution No. 5 – Appointment of Mr Avischen Moodley			
Special Resolution No. 1 – Section 45 approval			

Please indicate with an “x” or the relevant number of RBPlat Shares, in the applicable space, how you wish your votes to be cast. Unless otherwise directed, the proxy will vote as he/she deems fit.

Signed at _____ on _____ 2018

Signature(s) _____ Capacity _____

Assisted by (where applicable) _____ Signature _____

Please read the notes on the reverse side hereof.

SUMMARY OF RIGHTS CONTAINED IN SECTION 58 OF THE ACT

In terms of section 58 of the Act:

- a shareholder of a company may, at any time and in accordance with the provisions of section 58 of the Act, appoint any individual (including an individual who is not a shareholder) as a proxy to participate in, and speak and vote at, a shareholders' meeting on behalf of such shareholder;
- a proxy may delegate her or his authority to act on behalf of a shareholder to another person, subject to any restriction set out in the instrument appointing such proxy;
- irrespective of the form of instrument used to appoint a proxy, the appointment of a proxy is suspended at any time and to the extent that the relevant shareholder chooses to act directly and in person in the exercise of any of such shareholder's rights as a shareholder;
- any appointment by a shareholder of a proxy is revocable, unless the form of instrument used to appoint such proxy states otherwise;
- if an appointment of a proxy is revocable, a shareholder may revoke the proxy appointment by (i) cancelling it in writing, or making a later inconsistent appointment of a proxy and (ii) delivering a copy of the revocation instrument to the proxy and to the relevant company;
- a proxy appointed by a shareholder is entitled to exercise, or abstain from exercising, any voting right of such shareholder without direction, except to the extent that the relevant company's memorandum of incorporation, or the instrument appointing the proxy, provides otherwise;
- if the instrument appointing a proxy or proxies has been delivered by a shareholder to a company, then, for so long as that appointment remains in effect, any notice that is required in terms of the Act or such company's Memorandum of Incorporation to be delivered to a shareholder must be delivered by such company to:
 - the relevant shareholder; or
 - the proxy or proxies, if the relevant shareholder has: (i) directed such company to do so, in writing and (ii) paid any reasonable fee charged by such company for doing so; and
- if a company issues an invitation to its shareholders to appoint 1 (one) or more persons named by the company as a proxy, or supplies a form of proxy instrument:
 - the invitation must be sent to every shareholder entitled to notice of the meeting at which the proxy is intended to be exercised;
 - the invitation or form of proxy instrument supplied by the company must:
 - bear a reasonably prominent summary of the rights established in section 58 of the Act;
 - contain adequate blank space, immediately preceding the name(s) of any person(s) named in it, to enable a shareholder to write the name and, if desired, an alternative name of a proxy chosen by the shareholder; and
 - provide adequate space for the shareholder to indicate whether the appointed proxy is to vote in favour of or against any resolution(s) to be put at the meeting, or is to abstain from voting;
 - the company must not require that the proxy appointment be made irrevocable; and
 - the proxy appointment remains valid only until the end of the meeting at which it was intended to be used.

NOTES:

1. A Shareholder is entitled to appoint one or more proxies (who need not be a Shareholder of the Company) to attend, speak, and on a poll, vote in place of that Shareholder at the General Meeting.
2. A Shareholder may insert the name of a proxy or the names of 2 (two) alternate proxies of the Shareholder's choice in the space(s) provided, with or without deleting "the chairman of the General Meeting". The person whose name stands first on the Form of Proxy and who is present at the General Meeting will be entitled to act as proxy to the exclusion of those whose names follow.
3. A Shareholder should insert an "x" in the relevant space according to how the Shareholder wishes his/its votes to be cast. However, if a Shareholder wishes to cast a vote in respect of a lesser number of Shares than that which he/it holds, such Shareholder should insert the number of Shares held in respect of which he/it wishes to vote or abstain from voting. If a Shareholder fails to comply with the above then such Shareholder will be deemed to have authorised the proxy to vote or to abstain from voting at the General Meeting as such proxy deems fit in respect of all of the Shareholders' votes exercisable at the General Meeting. A Shareholder is not obliged to exercise the votes in respect of all of the Shares held by him/it, but the total votes cast and abstentions recorded may not exceed the total number of the votes exercisable by the Shareholder.
4. The completion and lodging of this Form of Proxy will not preclude the relevant Shareholder from attending the General Meeting and speaking and voting in person to the exclusion of any proxy appointed in terms hereof, should such Shareholder wish to so do.
5. The chairman of the General Meeting may reject or accept any form of proxy which is not completed and/or received in accordance with these notes.
6. Shareholders who have Dematerialised their Shares with a Broker or CSDP, other than those with "own name" registration, must arrange with the Broker or CSDP concerned to provide them with the necessary letter of representation to attend the General Meeting or the Shareholders concerned must instruct their Broker or CSDP as to how they wish the votes in respect of their Shares to be voted at the General Meeting. This must be done in terms of the agreement entered into between the Shareholder and the Broker or CSDP concerned.
7. Any alteration to this Form of Proxy, other than the deletion of alternatives, must be signed, not merely initialled, by the signatory/ies.
8. If this Form of Proxy is signed under a power of attorney, then such power of attorney or a notarially certified copy thereof must be sent with this Form of Proxy, unless it has previously been recorded by RBPlat or the Transfer Secretaries.
9. Documentary evidence establishing the authority of a person signing this Form of Proxy in a representative capacity (e.g. on behalf of a company, trust/ees, pension fund, deceased estate, etc.) must be attached to this Form of Proxy, unless previously recorded by RBPlat or the Transfer Secretaries or waived by the chairman of the General Meeting.
10. A minor or any other person with legal incapacity must be assisted by his/her parent or guardian, unless the relevant documents establishing his/her capacity are produced or have been recorded by RBPlat or the Transfer Secretaries.
11. Where there are joint holders of Shares:
 - a. any one holder may sign the Form of Proxy; and
 - b. the vote of the senior joint holder, who tenders a vote, as determined by the order in which the names stand in the Register, will be accepted.
12. Forms of Proxy should be lodged at or posted to the Transfer Secretaries at Computershare Investor Services Proprietary Limited, Rosebank Towers, 15 Biermann Avenue, Rosebank, Johannesburg, 2196, South Africa (PO Box 61051, Marshalltown, 2107) or emailed to proxy@computershare.co.za so as to be received by the Transfer Secretaries by not later than 48 (forty eight) hours prior to the General Meeting, being 09:00 on Thursday, 20 September 2018. Should the Form of Proxy not be delivered to the Transfer Secretaries by this time, the Form of Proxy must be handed to the chairman of the General Meeting before the appointed proxy exercises any of your shareholder rights at the General Meeting.