



sasol

Liability Management: Mine closure

Jacques du Plessis, RWA

International Director

South African Right of Way Association



Agenda

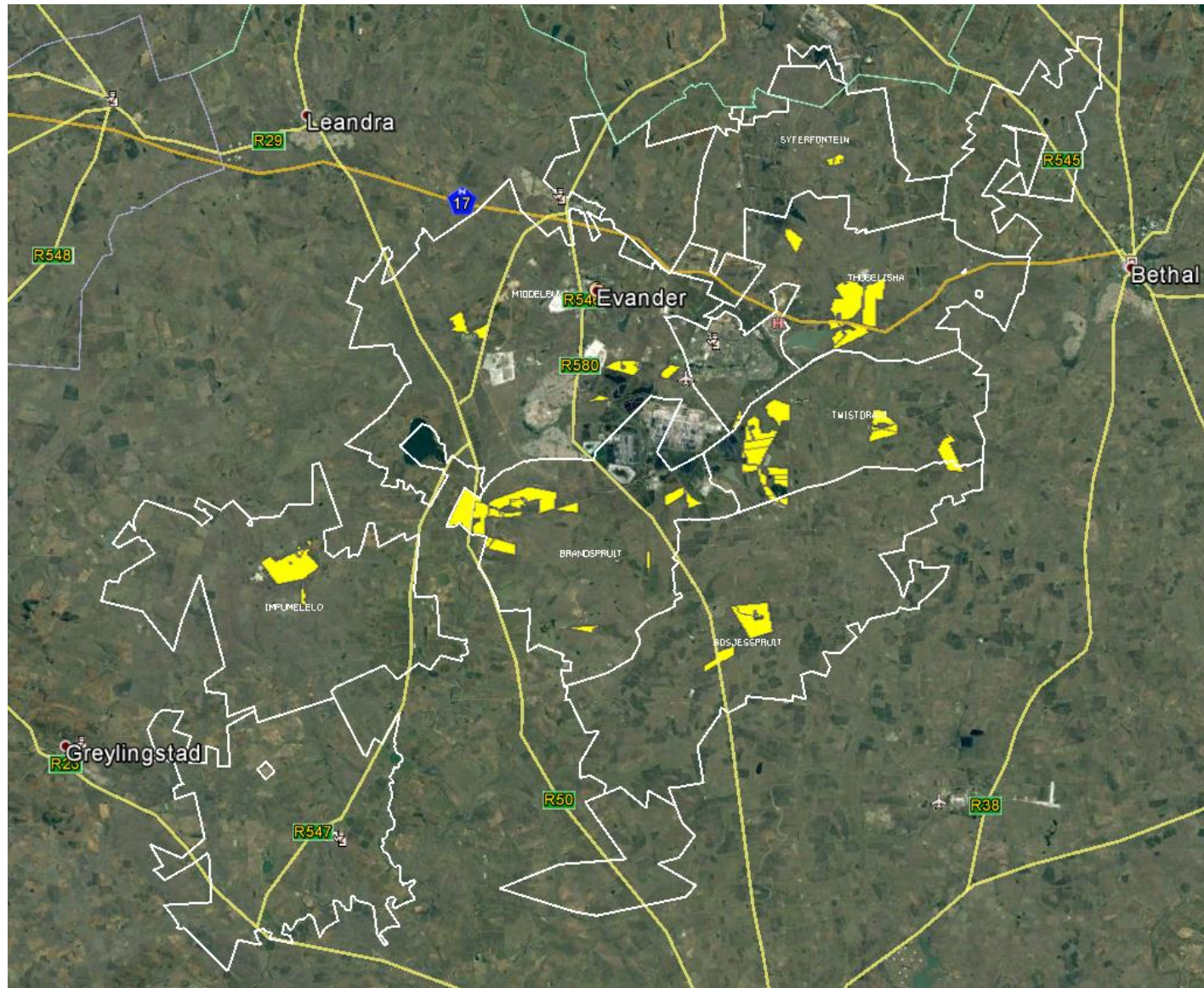
- Background
- Location
- Animation
- Right of Way Connection
- Financial provision
- Decommissioning and rehabilitation
- Risk assessment
- Current issues
- Conclusion

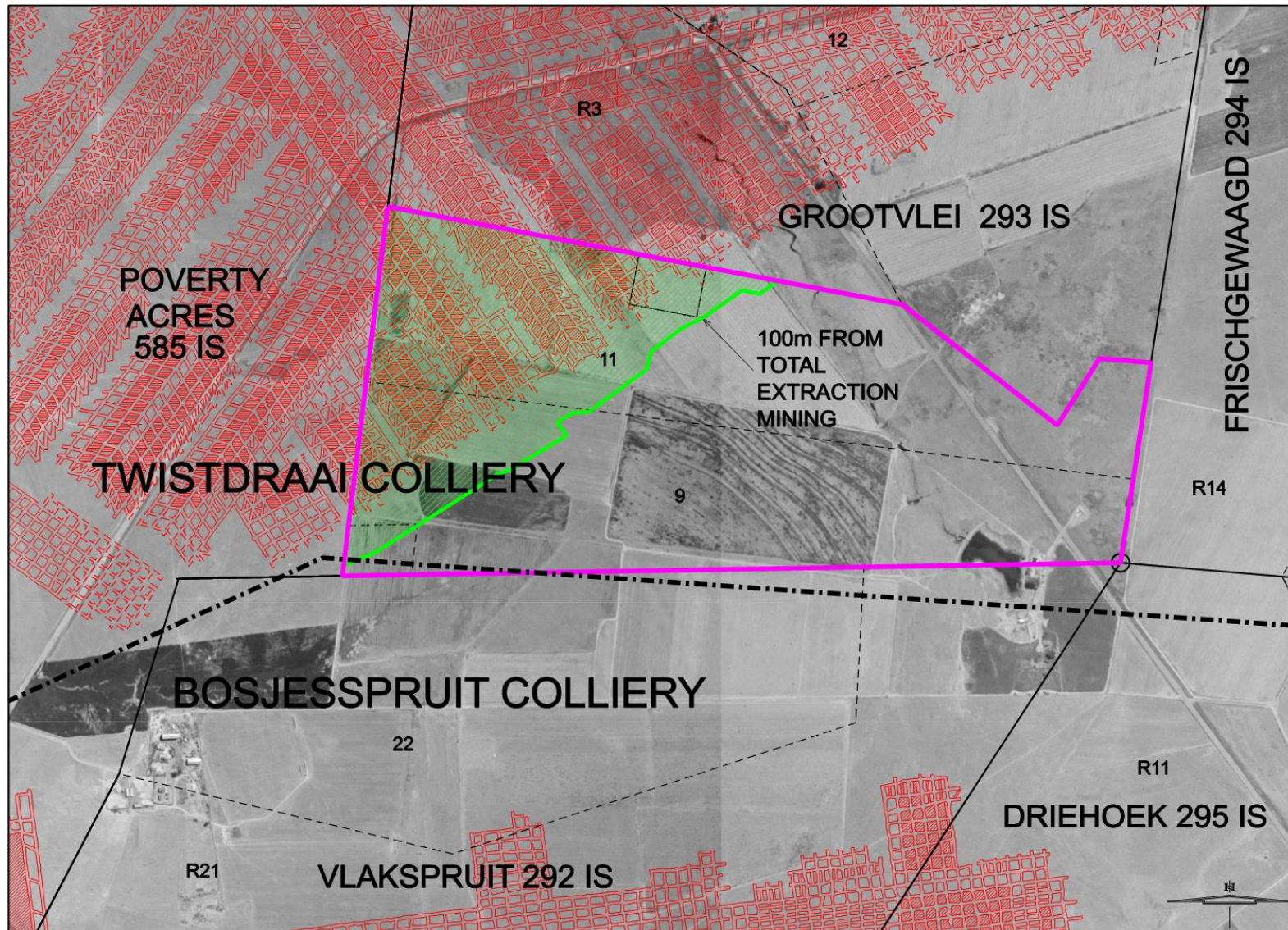
Background



- 2 Opencast Coal Mines
- 11 Underground Coal Mines
- Located near Sasolburg in the Free State and Secunda in Mpumalanga
- Extending over 60 x 60 kilometers
- Have commenced with closure applications for 4 defunct mines

Location

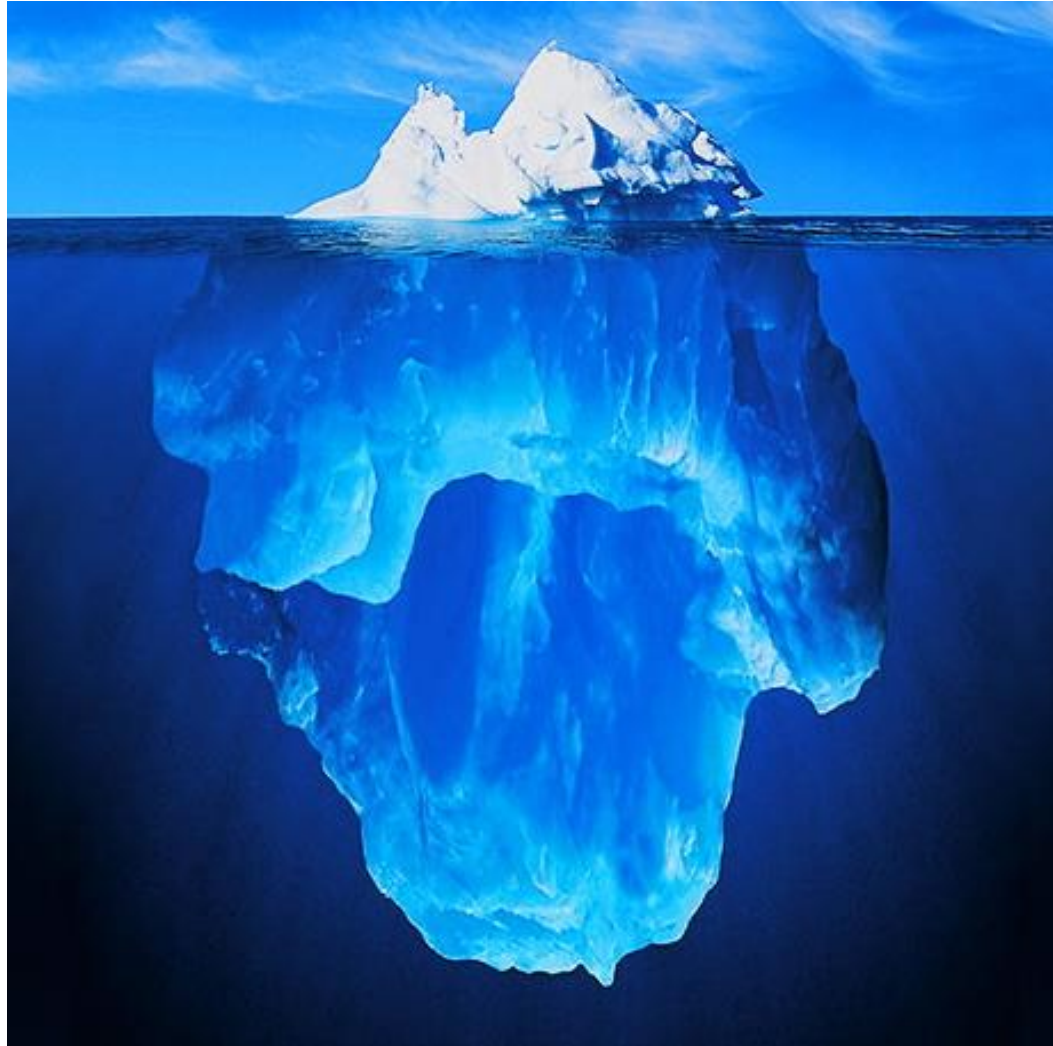




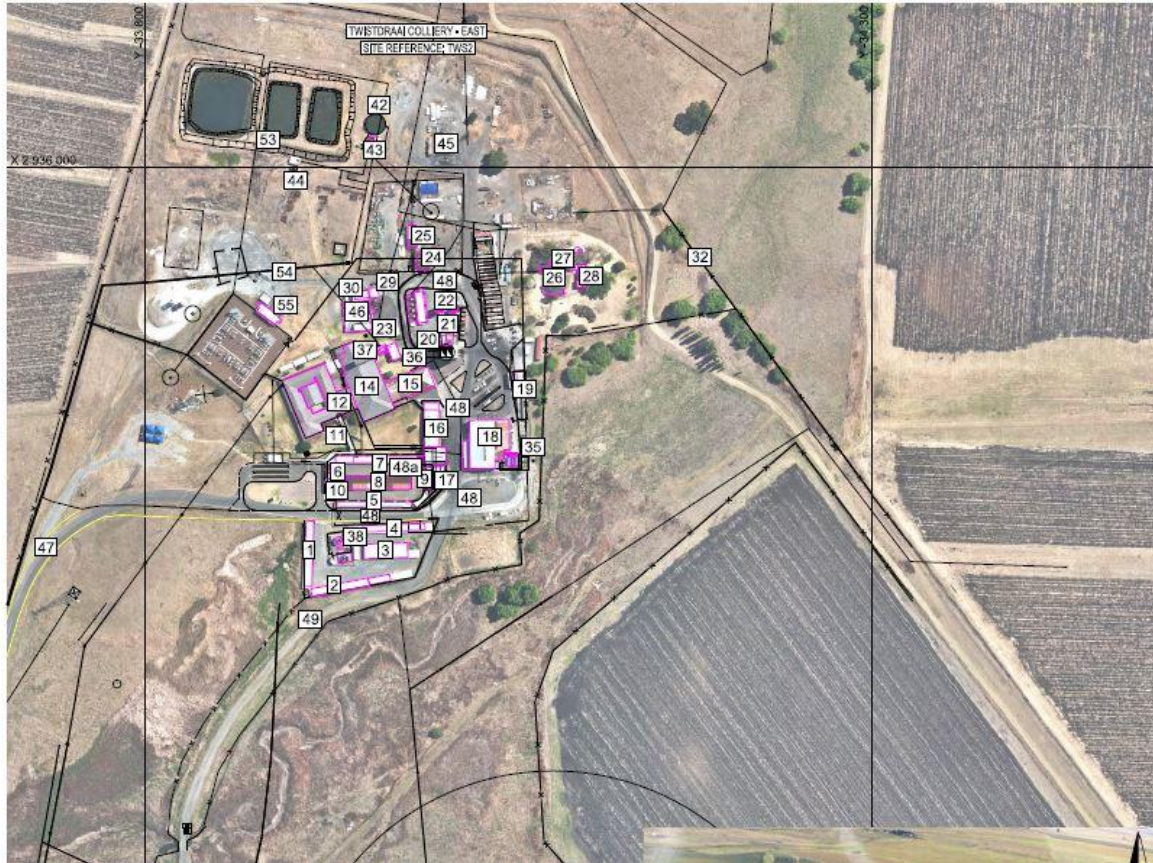
Right of Way connection

Financial provision

- Annual provision
- Final provision
- Latent risks



Financial provision



Twistdraal East	
TWT2-001 Carport	TWT2-039 Water treatment flocculation tank
TWT2-002 Carport	TWT2-040 Water treatment tanks
TWT2-003 Carport	TWT2-041 Water treatment works - various items
TWT2-004 Carport	TWT2-042 Steel dam
TWT2-005 Carport	TWT2-043 Pump house at steel dam
TWT2-006 Carport	TWT2-044 Pump station
TWT2-007 Carport	TWT2-045 Washbay
TWT2-008 Carport	TWT2-046 Solid waste area
TWT2-009 Carport	TWT2-047 Access road
TWT2-010 Gatehouse	TWT2-048 Internal roads and paved areas
TWT2-011 Covered walkways	TWT2-049 Road to coal export
TWT2-012 Offices	TWT2-050 Main service and ventilation shaft
TWT2-013 Smoke-area canopy	TWT2-051 Incline shaft
TWT2-014 Changehouse and laundry	TWT2-052 General area rehabilitation
TWT2-015 Lamp room	TWT2-053 Earth dams
TWT2-016 Diesel workshop	TWT2-054 Stone cust silo
TWT2-017 Boilermaker workshop	TWT2-055 Substation
TWT2-018 Diesel workshop stores	
TWT2-019 Store	
TWT2-020 Main shaft - steel hoist structure	
TWT2-021 Vent shaft steel structures	
TWT2-022 Ventilation shaft sub-station	
TWT2-023 Carport	
TWT2-024 Store	
TWT2-025 Store	
TWT2-026 Farmhouse	
TWT2-027 Rondavel	
TWT2-028 Recreational building	
TWT2-029 Store	
TWT2-030 Oil transfer canopy	
TWT2-031 Street lamps	
TWT2-032 Perimeter fence	

Decommissioning and rehabilitation

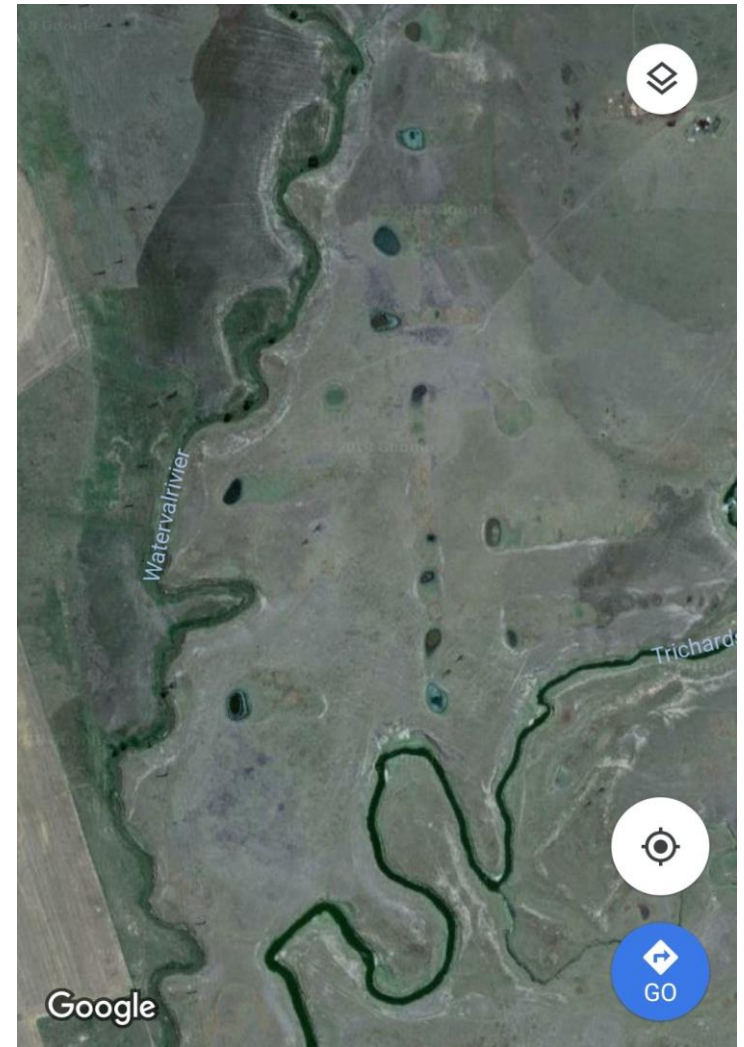


Decommissioning and rehabilitation



Risk assessment

Surface Water



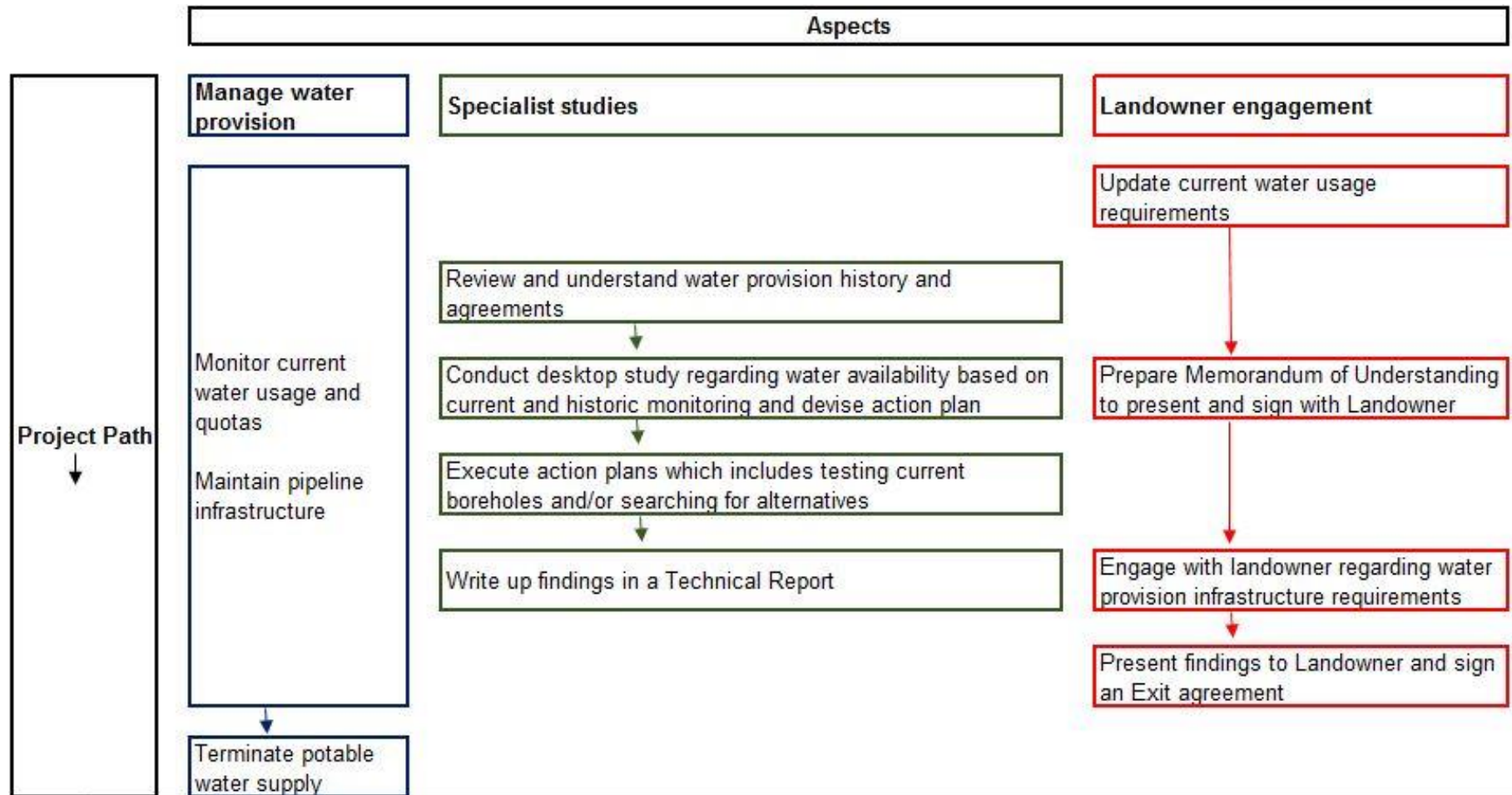
Groundwater

Statement for Water Usage						
To:	SMRD Financial Department				Our Ref:	SIMC/PW17/06/04
From:	Chris Scheppel Mine Closure Manager					
Potable water usage for the month of June 2017 for D Strydom						
Property:	Meter nr:	Quota:	Previous Reading:	Current Reading:	Usage above quota	Amount owed:(@ R20.93 p/kI):
Clifton	22	360	609	685	0	R 0.00
Zaaiplaats	29	360	708	712		
Brakkuiil	30		81059	81739	575	R 12 034.75
Alice Dale	31		4511	4748		
	37		87	101		
						R 12 034.75

Borehole	Property	W/L depth	B/H depth	Comment	Action
BP 1 = SPB 4	Brakkuiil 401	19.83	105	Suitable for domestic and livestock	0.7l/s, Active hole
BP 2 = SPB 3	Brakkuiil 401	11.17	20	Yielding to low for pumping	Drill deeper
BP 3 = SPB 2	Brakkuiil 401	15.99	37	Suitable for domestic and livestock	0.35 l/s, Active hole
BP 5 =SPB 1	Zaaiplaats 203			Borehole dry	Investigate new hole
BP 6 = SPB 26	Zaaiplaats 203			Borehole blocked	Re-drill hole
BP 7 = SPB 25	Zaaiplaats 203	19.98	60	Yielding to low for pumping	
	Clifton			No boreholes	Investigate to drill hole
	Alicedale			No boreholes	Investigate to drill hole

Compiled by:	Piet van Wyk Foreman	Approved by:	Chris Scheppel Mine Closure Manager
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[illegible]





02 September 2016

Mnr LJB Erasmus
Beginzel Boerdery Trust
Postbus 1090
Sasolburg
1947

Watervoorsiening aan die plaas: Beginzel 310

Ons verskeie gesprekke oor watervoorsiening aan die bogenoemde eiendom/me verwys.

Sasol Mining (Pty) Limited (Sasol) voorsien tans water aan die bogenoemde eiendom/me deur middel van Sasol se interne waterpijpleynnetwerk vanaf die Rand Water aftappunt in die Sasol kompleks.

Die roete van die Sasol piyplyn tot by die waterleweringpunt op u eiendom/me word op die aangehegde kaart aangetoon. Soos met u bespreek, is 'n nuwe watermeter wat u eiendom/me se waterverbruik bepaal, op die piyplyn aangebring. Vir u kennisname is die posisie van die watermeter/aftappunt ook op die kaart aangeleë.

Wat die instandhouding van die watervoorsieningsnetwerk betref, die volgende:

- Sasol is verantwoordelik vir die instandhouding van die moederlyn tot en met die watermeter/aftappunt op u eiendom en geen addisionele aftappunte mag sonder Sasol se skriftelike toestemming, op die moederlyn gemaak word nie;
- U as eienaar, is verantwoordelik vir die instandhouding van u eie waterspreidingsnetwerk vanaf die watermeter/aftappunt;

Graag bevestig Sasol die terme en voorwaardes (soos per die aangehegde ooreenkoms) vir die lewering van water deur Sasol aan u eiendom/me as volg:

- Die waterkwota vir die eiendom/me is 132 000 liters per maand;
- Alhoewel die waterkwota per maand bepaal word, word die waterkwota van Januarie tot Desember bereken;
- Die watermonitering sal maandeliks geskied;
- Indien die kwota oorskry word, behou Sasol die reg voor om teen die munisipale tarief vir die gebied, aan u 'n rekening te lewer ten einde die kostes te verhaal vir u oorskryding van die kwota;
- Sonder om afbreuk te doen aan enige ander reg van Sasol, indien u die maandelikse waterkwota oorskry, behou Sasol die reg voor om die vloeë na die eiendom te

Sasol Mining (Pty) Limited 1993/038560/07

Sasol Mining (Pty) Limited, One Building, First Floor, 10000, Tlokweng, Tlokweng, 2300, Republic of South Africa
Telephone +27 17 814 8013 Facsimile +27 17 814 8037 Mobile +27 71 600 3427 Email sally.tshili@sasol.com www.sasol.com

bladsy 2 of 2

- verminder ten einde die eienaar te verhoed om die voorgeskrewe kwota te oorskry;
- Die vereffening van die rekening moet binne dertig (DERTIG) dae na ontvangs van die rekening geskied.

Soos met u bespreek, is die lewering van water aan u eiendom/me afhanklik van die lewering van water deur Rand Water aan Sasol en is ons dus onderhewig aan die terme, voorwaardes en beperkings wat Rand Water van tyd tot tyd mag instel.

Groete



Solly (S) Tshili
Senior Eiendomsregbeampte

AANVAARDING

Ek, die ondergetekende, Lukas Erasmus namens Beginzel Boerdery Trust bevestig hiermee dat:

- Ek die geregistreerde eienaar is van

Beginzel 310

(eiendomsbeskrywing ten opsigte waarvan die kwota geld), alternatief dat ek 'n direkteur is van die maatskappy n/a

- welke maatskappy die geregistreerde eienaar is van

n/a

(eiendomsbeskrywing) en dat ek behoorlik gemagtig is om hierdie ooreenkoms namens die maatskappy te sluit, en dat

- Ek die inhoud van hierdie skrywe begryp en ek aanvaar die terme hierin uiteengesit.



Datum: 13/9/2016



Digby Wells and Associates (South Africa) (Pty) Ltd
 C/o Reg. No. 2013005051/21, Tertiary Office Park, 68 Glenview Road, Bryanston, 2091, Private Bag
 93308, Sandton, 2155, South Africa
 Tel: +27 11 369 8881, Fax: +27 11 089 8802, info@digbywells.com, www.digbywells.com

DEWEES, DR TOULON, B. & O., DR Belding, LP Koning, 7 Leaver (Chambers), NA Westendorp,
 MJ Mouton*, DJ Oude, RA Wilsma*
 Nieuw-Banck

Agreement

Entered into by and between:

Sasol Mining (Proprietary) Limited
(~~xxxxxxx~~ referred to as "Sasol")

And

DJ Strydom Trust
ID ...
(~~xxxxxxx~~ referred to as "Owner")

Preamble

WHEREAS ... is the owner of a property known as ... ("the Property") held by deed ...;

AND WHEREAS Sasol has previously undermined the Property affecting groundwater resources;

AND WHEREAS Sasol and the Owner have entered into Deed and servitude ~~xxxxxxx~~ dated ... ("the Water Supply Agreement"), in terms whereof Sasol undertook to supply water to the Property until the groundwater have replenished;

AND WHEREAS Sasol has supplied water to the Property in terms of the Water Supply Agreement;

AND WHEREAS the groundwater resources of the Property have replenished to suitable quantities as evidenced by scientific studies conducted by Sasol;

AND WHEREAS there are no longer any mining related impacts on the groundwater as evidenced by scientific studies conducted by Sasol;

AND WHEREAS Sasol is entitled in terms of the Water Supply Agreement to terminate the potable water supply to the Property;

NOW THEREFORE the Parties agree as follows:

1. Based on provisions of clause ... of the Notarial Deed and servitude number ... dated ... ("the Water Supply Agreement") Sasol may terminate the potable water supply to the Property should the groundwater resources recover;

2. The Owner confirms that the Property's groundwater resources have been tested by a third party and that the test results have been made available to the Owner;
3. The Owner confirms that the Owner accepts such test results as a correct representation of the quality and quantity of the Property's groundwater resources;
4. Based on these test results the Owner acknowledges and agrees that the Property's groundwater resources have recovered to the Owner's satisfaction and that there are no longer any mining related impacts on the quality of the groundwater;
5. Upon signature of this Agreement the Owner agrees that potable water supply to the Property may be terminated and the potable water line to the Property may be removed;
6. The Owner agrees and acknowledges that agreed boreholes have been equipped by Sasol to the Owner's satisfaction to enable the Owner to use the groundwater resource and that the Owner has no further requirements in this regard;
7. The Owner agrees and acknowledges that Sasol has equipped identified borehole infrastructure with flow meters and an electricity box to monitor the usage over a 12 month period, ~~xxxxxxx~~ the equipment will be removed;
8. The Owner agrees that Sasol has fully complied with its obligations to supply water to the Property whether those obligations arose in terms of the Water Supply Agreement or the law and that, due to the replenishment of the groundwater resources, Sasol owes no further obligations to the Owner or the Property in respect of the supply of water to the Property and that the owner waives all its rights to demand the supply of water to the Property by Sasol irrespective of whether such right arose in the Water Supply Agreement or the law;
9. The Owner agrees that Sasol may register this Agreement as addendum against the title deed of the Property. The registration shall be performed by Sasol's attorneys with all costs associated to such registration borne by Sasol. In addition the Owner agrees to the cancellation of the Water Supply Agreement, in part or in full at Sasol's sole discretion;
10. This agreement shall bind Owner's successors in title. Should the Property be sold prior to registration of this Agreement against the title deed of the

Property the Owner undertakes to make such purchaser aware of the terms of this Agreement and indemnifies Sasol against any damages that Sasol may suffer as a result of the Owner's failure to make a purchaser aware of the terms of this Agreement.

11. The Owner undertakes to deliver the Title deed of the Property to Sasol when requested to enable Sasol to register this Agreement as envisaged in clause 9.
12. This Agreement constitutes the sole and entire record of the agreement between the parties with regard to the subject matter thereof and supersedes and overrides and replaces all prior agreements, negotiations, terms, conditions, offers, discussions, promises, representations and understandings of the parties with respect thereto, whether written or oral;
13. No variation of the agreement and no agreed cancellation thereof shall be of any force or effect unless reduced to writing and signed by or on behalf of the authorised representatives of the parties

SIGNED AT _____ ON THIS _____ DAY OF _____ 2018.

As Witnesses:

1 _____
2 _____

For and on behalf of **Sasol**, being duly authorised hereto

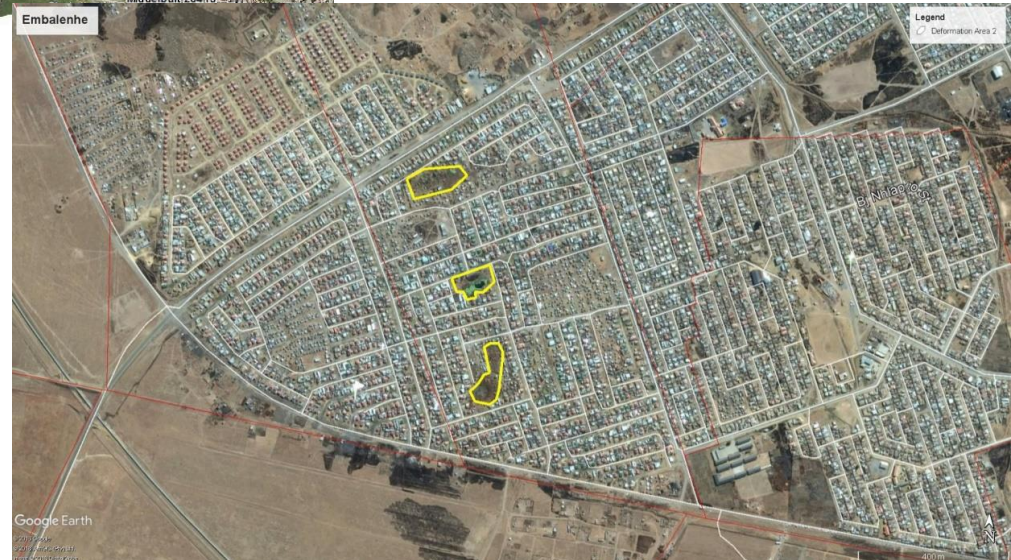
SIGNED AT _____ ON THIS _____ DAY OF _____ 2018.

As Witnesses:

1 _____
2 _____

Owner

Land Use



Infrastructure



Infrastructure



ATTENDANCE REGISTER

MEETING REGARDING DEMOLISHMENT OF WORKERS HOUSE AT THE FARM CLIFTON

DATE: 15 JANUARY 2018

VENUE: CLIFTON FARM - SASOLBURG

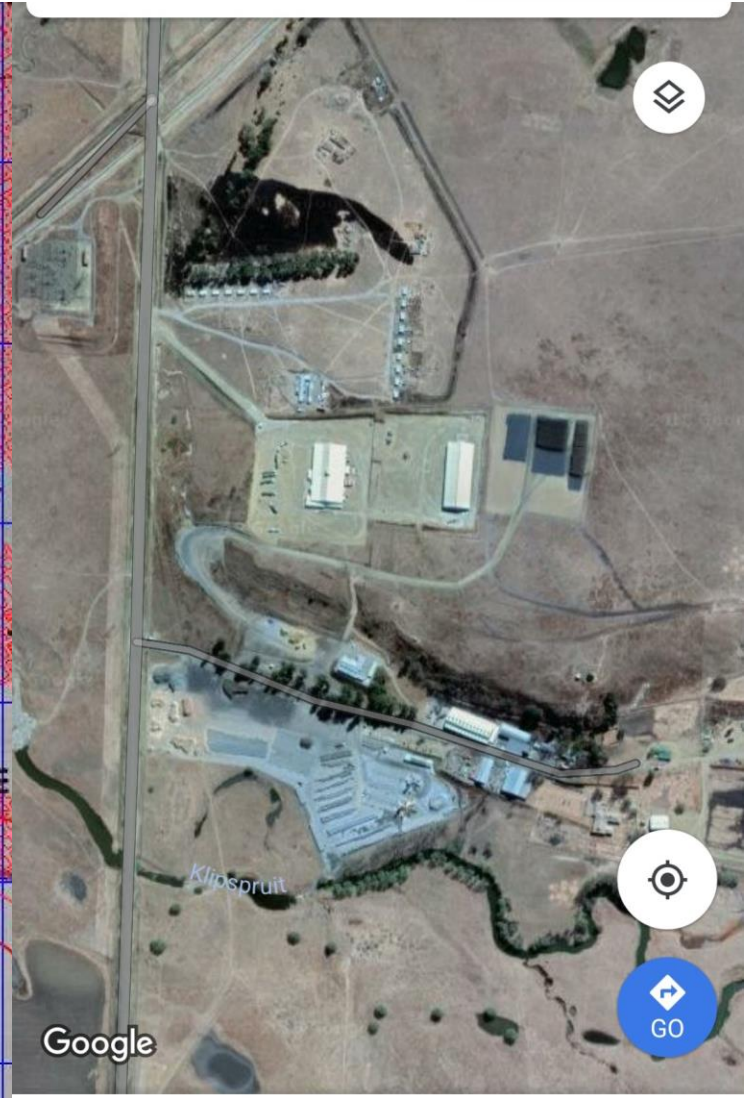
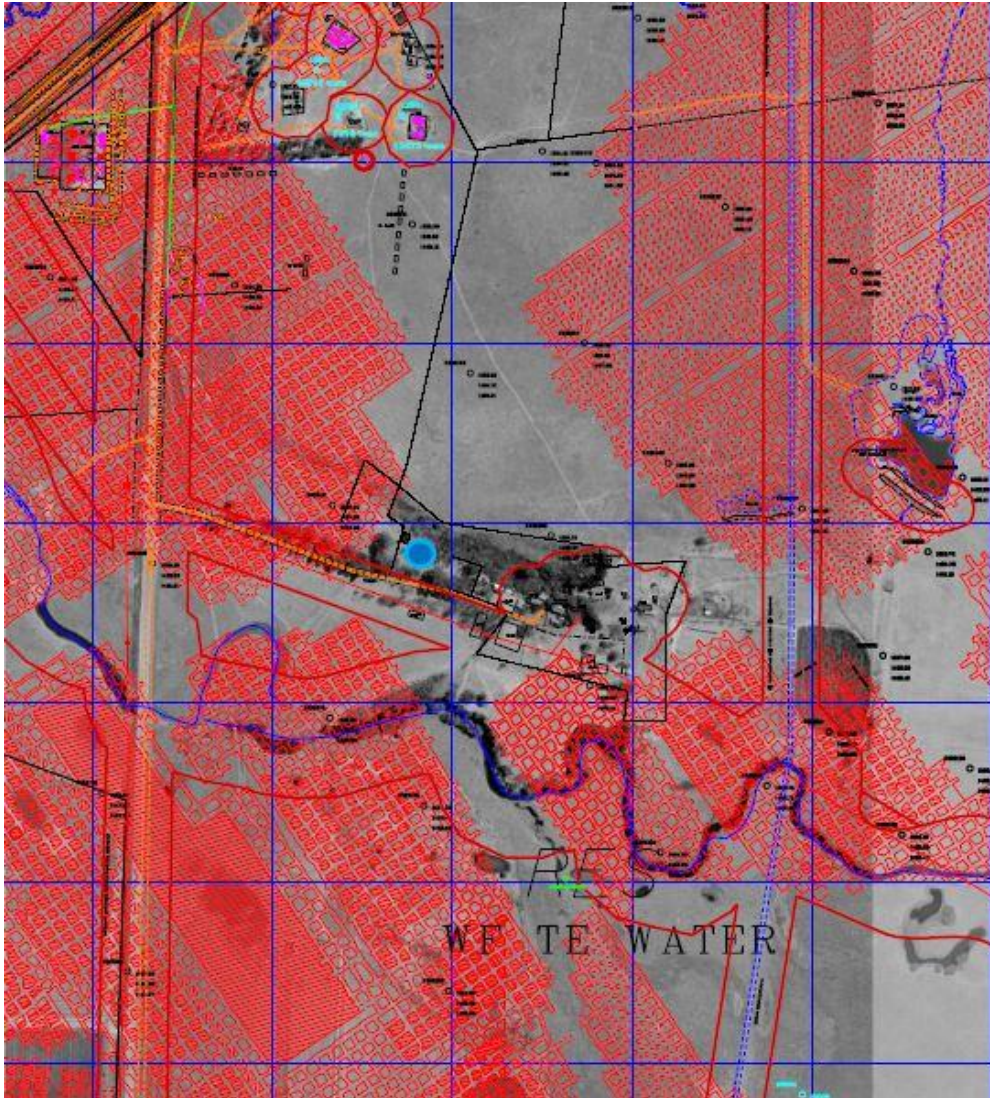
LANDOWNER: MR D STRYDOM

SASOL REPS: ZIMBINI ZWANE (CORPORATE AFFAIRS)

SOLOLY TSHILI (SMRD)

NAME	SURNAME	CONTACT	SIGNATURE
Nelene	Strydom	0609800417	Nelene
✓ Mokoena	Mokoena	073666176	Mokoena
✓ Tsele	Mengiso	0739742830	Tsele
Pheko	Masofa	0780010029	Pheko
PETLUS	MOKOENA	X	PETLUS
Misiam	Paniso Khosi	083 339 2704	Paniso Khosi
Samuel	Maphaheng	0747756259	Samuel
Lehondan	Letlhogi	0943231562	Lehondan
Phakiso	Mokoena	-	Phakiso
Bacile	KHAKA	-	Bacile
Tshame	Bacile	-	Tshame
Bogani	Tshame	083 333 2003	Bogani
David	Mokoena	-	David
✓ Tsele	Sego	0608928985	Tsele
✓ Tsele	Motswagole	063 403 2818	Tsele
✓ Mokoena	Mokoena	063 8327908	Mokoena
✓ Tsele	Tshame	0822532605	Tsele
✓ Tsele	Mokoena	07911045861	Tsele

[Handwritten signature]
15/01/2018





By hand

05 October 2017

The Municipal Manager
Metsimaholo Local Municipality
Sasolburg
1947

Dear Sir

Significant risk identified: Inadequate maintenance of Zamdela Soccer Stadium located on the Remaining Portion of the farm Zamdela 466

Recent risk studies undertaken by Sasol Mining (Pty) Ltd (Sasol) reveal inadequate maintenance by Metsimaholo Local Municipality to the Zamdela soccer stadium has reached such a level that it may cause a significant risk to the structure and subsequently to the local community that make use of it.

The stadium was built several years after the area was undermined and was designed to withstand deformation resulting from mining activities. However, regular maintenance is required to ensure the integrity of the structure and its ability to withstand deformation and ensure its safe use. The municipality has a contractual obligation to maintain the stadium.

The safety and well-being of our employees, communities and the environment in which we operate is a priority for Sasol. This letter serves to not only inform the municipality of the risks identified, but also to request that the required maintenance be conducted and that ongoing maintenance plans be implemented to ensure the design integrity of the structure.

Should you wish to discuss this matter further prior to taking action, kindly contact Sasol through our Corporate Affairs Department. The contact person is **Ms Zimbini Zwane** and her contact number is **016 960 2030**.

Yours faithfully


Ample Potgieter
Head: Mining Rights and Properties
Direct telephone +27 17 614 8000
Direct facsimile +27 11 522 5882
Email ample.potgieter@sasol.com

Sasol Mining (Pty) Ltd 16003304007
Sasol Mining Rights and Properties One Building Peet Kruger Street, Trichardt PO Box 699 Trichardt 2090 Republic of South Africa
Telephone +27 (0)17 610 1111 www.sasol.com

Directors: P Victor (Chairman) ND Selofoa GP Dingane JP Jordaan VO Kibela UN Kgale BC Madonsela FEJ Mkhathane CF Rakwana
GT Seabe JA van der Walt/du Toit H Winkler

Alternate Directors LM Mgema RD Mkhosi TT Tsele

Local Municipality
Plaaslike Munisipaliteit
Lekgotla la Motse



60, Sasolburg 1947
016 973 8300
016 973 2191

Reference no:
Verwysingsnr:
Reunopi:

Enquiries:
Navraag:
Petaliso: Maphoto Sanna
014 973 8320

15 FEBRUARY 2018

HEAD: MINING RIGHTS AND PROPERTIES
SASOL COMPANY
Sasolburg
1947

Dear Sir

**RE: LACK OF MAINTENANCE AT ZAMDELA SOCCER STADIUM
YOUR LETTER DATED 7TH FEBRUARY 2018 BEARS REFERENCE.**

Thank you for your letter alerting the Municipality about lack of maintenance at Zamdela Stadium.

It should be stated that currently the Municipality has suspended playing of all sporting codes including soccer at Zamdela stadium as you are aware that the state of Zamdela stadium is not favorable to play any sports activity.

The reason to suspend playing of all sporting code at Zamdela stadium is due to vandalism of ablution facilities, water pumps, grandstand and criminality like cable theft and stealing of palisade fence around the stadium.

Metsimaholo Local Municipality also discovered that Zamdela soccer stadium needs total overhaul and renovation to the tune of plus or minus R2Million which currently is unaffordable to the municipality. The municipality gladly accepts any financial assistance coming from Sasol company to upgrade Zamdela soccer stadium.

The municipality can highly appreciate the challenges of Zamdela stadium to be resolved through private public partnership as has happened to the previous project.

HOËRSKOOL DRIEHOEK CLOSED AFTER 3 STUDENT DEATHS

Gauteng Education MEC Panyaza Lesufi is briefing the media after 3 pupils died and more than 20 others were injured after a walkway collapsed at Hoërskool Driehoek in Vanderbijlpark on Friday morning.



Hoërskool Driehoek in Vanderbijlpark on 1 February 2019 where at least 3 children died and 20 were seriously injured after a walkway in the school collapsed. Picture: Christa Eybers/EWN

TRICHARDT TIMES
January 12, 2018
www.trichardt.co.za | Issue 03
083 342 4444 | 082 775 9705

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2 Municipality ignores sewage river **4**

Fireworks must be banned

Child drowns in small dam

Jana Oosthuizen

EMBALENIILE: The family of a six-year-old boy is still dealing with his death while they try to collect money for the ceremony after his burial.

Khayelisha Motha (6) drowned in a small dam near his home on Friday, 1 December.

According to his father, Mr. Bongikosi Mabuza (29), he moved to the Gate 7 area of Embaleniile in June last year.

There are a couple of large holes near his shack and residents asked the municipality to fill them because they become small dams when it rains and residents feared for the safety of their children. "I got a piece of land in Secunda and went to work that morning," said Mr. Mabuza. My girlfriend went to the clinic and left our two children, aged six and 11, at home.

The other children in the neighbourhood took my six-year-old son outside to play. "My other son, Bongikosi, did not want to go because he said his parents were not at home, but Khayelisha decided to go."

"He went into the water first and when the other children realised he was in trouble, they tried to save him, but they were not strong enough to pull him out of the water. "Bongikosi went outside and also tried to save his brother, but to no avail. They sought help from the adults in the neighbourhood, but by the time they got to the dam, Khayelisha was already dead."

The neighbours contacted the police and the ambulance, but there was nothing they could do. The police said they would talk to the municipality to fill the holes, but they are still open. According to Mr. Mabuza, one of the small dams are not so deep and the children often swim in it, but the one in which his son had drowned, is more than 5m deep.

Khayelisha's mother, Ms. Bongikosi Mabuza (29), said her father had to sell some of his cows to help them financially, but they still do not have enough money for a ceremony.

We asked the municipal manager, Mr. Thisha Mhlambi, for comment, but he did not respond at time of going to press.

There are a couple of large holes near his shack and residents asked the municipality to close them.

Ebrahim Daya Street, Trichardt Call today 017 638 0650

JVC
55" UHD LED TV WITH BUILT IN SOUNDBAR (HDMI, AV, PC, USB, 1 YEAR WARRANTY) **R5999.00**

DEFY
Microwave 20L METALLIC DMO368 **R789.00**

LAUNDRY BIN + BASKET + TOILET SET WAS R299.99 **R179.00**

Errors & Omissions Excepted • We reserve the right to limit quantities.

Current issues / Lessons learnt

Legislation changes

- Legal undermining before legislation came into effect
- Retrospective?
- Legal opinions vary
- R1147 when and what?



Regulators

- Slow process
- High employee turnaround
- Political agenda's
- Subjective opinions
- Agree on threshold



Stakeholder engagement



Document management



Conclusion



- Planning for the end
- Saving short term costs
- Do not incentivise liabilities
- Address liabilities in operational phase
- Do not underestimate proper land and environmental management
- GIS
- Proper documentation / filing practices
- Relationships open gates

Questions/Comments?