



DIGBY WELLS  
ENVIRONMENTAL



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## Exxaro Arnot Mooifontein Expansion Project

### Burial Grounds and Graves: Social Consultation and Entitlement Framework Report

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**Project Number:**

EXX 2589

**Prepared for:**

Exxaro Coal (Pty) Ltd

October 2014

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<b>Project Name:</b>	<b>Exxaro Arnot Mooifontein Expansion Project</b>
<b>Project Code:</b>	<b>EXX 2589</b>

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## EXECUTIVE SUMMARY

### **Introduction**

Exxaro Coal (Pty) Ltd (hereafter Exxaro) has asked Digby Wells Environmental (hereafter Digby Wells) to undertake a Grave Relocation Process (GRP) of graves that will be affected by the Arnot Mooifontein Opencast Mine Expansion Project (AMEP). Exxaro will mine portions 1, 5, 7 and Remainder of the farm Mooifontein 448 JS using opencast mining methods. A Heritage Impact Assessment (HIA) was conducted in 2010 where several graves were identified and recommendations were made that a GRP be implemented (Pistorius 2011).

Digby Wells was appointed by Exxaro to undertake the necessary authorisation and associated consultation in support of the required applications for the relocation and *in situ* conservation of burial grounds and graves.

### **Project Description**

Exxaro Arnot Coal is approximately 43 km by road from Middelburg, 65 km from Carolina and approximately 25 km from Hendrina in the Mpumalanga Province. The burial grounds and graves that will be impacted on by the mine expansion are located on portions 1, 5, 7 and RE of Mooifontein 488 JS.

### **Legal Framework**

The project considered the requirements encapsulated in a legal framework that included national and provincial legislation, and national and international minimum standards and guidelines. This legal framework included *inter alia*:

- The National Health Act, 2003 (Act No. 61 of 2003) (NHA);
- NHA Regulations, 2013;
- The Mpumalanga Cemeteries, Crematoria and Exhumation of Bodies Act, 2005 (Act No. 8 of 2005) (MCCEBA);
- The National Heritage Resources Act, 1999 (Act No. 25 of 1999) (NHRA);
- NHRA Regulations, 1999; and
- The International Finance Corporation (IFC) Handbook to Relocation Action Plans (RAP), 2002 (IFC Handbook).

### **Affected Burial Grounds and Graves**

The AMEP will affect 15 graves located in seven burial grounds, listed in the table below. The consultation process identified four affected families, namely:

- The Mthweni family who has two graves (350 and 359) located on portion 5 of Mooifontein;
- The Mokwana family who has three graves (101, 105 and 106) located on portion 1 of Mooifontein;
- The Ngoma family who has four graves (64, 351, 353 and 355) located on portion 7 of Mooifontein; and
- The Rossouw family who has four graves (100, 102, 104 and 107) located on portion 7 of Mooifontein.

Site ID	Latitude	Longitude	No. of graves	Grave ID	Deceased details	Date of birth	Date of death
GY 01	-25.8843	29.77429	1	103	Unknown	n.d.	n.d.
GY 02	-25.8856	29.77293	2	107	Anna M. H. Rossouw	01-Jun-17	28-Feb-20
				100	Hannes L. A. Rossouw	19-Jul-28	04-Jun-29
GY 03	-25.8786	29.77091	2	101 / 106	April Leshoka Mokwana	n.d.	16-Mar-02
				105	Unknown	n.d.	n.d.
GY 04	-25.8797	29.77609	1	111	Unknown	n.d.	n.d.
GY 05	-25.8811	29.78344	2	102	Frans Pieter Rossouw	10 July 1893	12-Dec-62
				104	Johannes L. A. Rossouw	30-Sep-36	05-Jun-44
GY 08	-25.8562	29.79921	5	353	Sesi Martha Ngoma	4-Dec-1967	15-Nov-2010
				355	Zodwa Catharina Ngoma	18-Sep-1964	2004
				351	Unknown	n.d.	n.d.
				64	Unknown	n.d.	n.d.
				0	Johannes Ngoma	n.d.	2006
GY 10	-25.8836	29.7644	2	359	Andries Motshoene	n.d.	1945
				350	Toerkie Motshoene	n.d.	n.d.



## **Methodology**

The burial grounds were ground-truthed and the number of graves verified during a site visit undertaken on 19 February 2014. All graves were recorded photographically and surveyed by Exxaro Arnot's survey unit. Graves were marked and numbered using the following convention:

SAHRA Case number/Map number/Original HIA site number/unique grave number, e.g. 6251/2529DD/GY01/103, abbreviated in text to only the last, unique grave number, i.e. grave 103.

Graves that comprised identifying markers as to the identity of the deceased, and the date of death, were included in the public announcement materials prepared in accordance with the NHRA Regulations.

A Draft Entitlement Framework (DEF) was compiled taking into account the procedures and requirements contained in the legal framework, and based on experience of similar projects. The DEF was submitted to Exxaro for review and approval, and guided the consultation process.

Public announcement materials – site notices and newspaper advertisements – were placed on site and in the Middelburg Observer, Witbank News and The Sowetan.

Six consultation meetings were held at a venue near the AMEP area, listed in the table below.

Meeting date	Time	Venue	No. attendees		
			NoK	Interested Parties	Digby Wells / Exxaro
07 June 2014	10h00	The Corn and Cob	4	5	4
21 June 2014	10h00	Beestepan Agricultural School	5	5	5
05 July 2014	11h00	The Corn and Cob	7	3	5
02 August 2014	11h00	Beestepan Agricultural School	6	2	3
16 August 2014	11h00	Beestepan Agricultural School	6	3	5
27 September 2014	10h00	Beestepan Agricultural School	6	0	4

The meetings were attended by Next-of-Kin (NoK) and several Interested Parties. All proceedings were minuted and digitally recorded.

The legal process and DEF were presented and explained to attendees, to enable proper and informed participation in the decision-making process.

### **Summary of Stakeholder Meetings**

#### *Clarification meeting, 7 June 2014*

The first meeting was attended by representatives of two affected families, a representative of the Steve Tshwete Local Municipality and four interested persons. One of the attending families presented Digby Wells with a grave relocation consent letter at this meeting, and consequently opted not to attend any further meetings. The legal process and DEF was outlined, explained and discussed at this meeting. In general, all attendees agreed in principle to the remedial actions, principles and entitlements contained in the DEF.

#### *NoK meeting, 21 June 2014*

The second meeting was attended by representatives of three families, a representative of the Steve Tshwete Local Municipality and four interested persons also attended the meeting. The legal process and DEF were again outlined for the benefit of the families who did not attend the first meeting. The meeting concluded with all attendees agreeing in principle to the remedial actions, principles and entitlements contained in the DEF.

#### *NoK meeting, 5 July 2014*

The third meeting was attended by representatives of four families, a representative of the Steve Tshwete Local Municipality and three interested persons. Significant matters arising included:

- Request by two families to relocated their graves to Dennilton, and
- A perception by family members not attending the meetings that the attending NoK will receive significant financial benefit from the grave relocation.

The meeting concluded with all attendees agreeing in principle to the remedial actions, principles and entitlements contained in the DEF.

#### *NoK meeting, 2 August 2014*

The meeting was attended by representatives of four families, a representative of the Steve Tshwete Local Municipality and one interested person. Significant matters arising included:

- A request by a family to relocate their graves to Mhluzi cemetery in Middelburg;
- Enquiries whether Exxaro will compensate affected families for the land on which their family graves are located, as they perceive this ground as their property;

- Enquiries regarding the effect of grave relocation on land claims;
- Statement by Digby Wells that Exxaro is developing a grave relocation policy that will not consider financial compensation, including solatia, in future cases; and
- Comments and input related to compensation and solatia in respect of grave relocation.

The meeting concluded with all attendees agreeing in principle to all remedial actions, principles and entitlements contained in the DEF, with exception of the solatia. The NoK were requested to consider the solatia in discussion with their families, and provide their respective responses at the following meeting.

*NoK meeting, 16 August 2014*

The meeting was attended by representatives of three families, a representative of the Steve Tshwete Local Municipality and one interested person also attended the meeting. Digby Wells provided feedback on the issue raised at the previous meeting regarding the reopening of land claims, stating that Exxaro will abide by the rules, process and requirements of the Land Claims Commissioner in respect of any claims. Significant matters arising included:

- Statement by a family representative that his family was not satisfied with proposed solatia amount: their main concern is to relocate their graves. They will consider any issues in respect of claims and solatia later;
- Statement by a family representative that his family is not satisfied with the proposed solatia amount: they insisted that the process ends until Exxaro proposes a higher amount; and
- Statement by a family representative that her family is not satisfied with the solatia amount, and proposed a higher amount.

Digby Wells enquired of the attending NoK whether, notwithstanding the solatia and compensation issues, they agree in principle to grave relocation. The NoK responded that, in principle they do agree and that the process and proposed entitlements are fair and equitable. Attending NoK agreed in principle to both the Conservation Management Plan (CMP) and GRP remedial actions, principles and entitlements contained in the DEF. The meeting concluded with a resolution that the consultation process will be wound down and that the necessary permit applications will be made.

*NoK meeting, 27 September 2014*

The meeting was attended by representatives of three families. Digby Wells discussed and explained the agreements that the NoK were to sign regarding their graves. A site visit was also organised so that the NoK could identify their graves.

The NoK representing the Mtshweni and Ngoma family signed the General Agreement and the Next-of-Kin Agreements.

## **Entitlement Framework**

The final Entitlement Framework is summarised in the table below.

<b>Remedial action</b>	<b>Remedial action principles / comments</b>	<b>Entitlement</b>
<b>Consultation related to entitlement</b>	Exxaro must ensure that all possible affected stakeholders are identified in respect of proposals regarding the future of burial grounds and graves.	Exxaro will ensure that <i>bona fide</i> NoK are identified and consulted with regard to the future of identified graves
	Affected stakeholders may include landowners, relatives of the deceased, traditional and local authorities, and conservation groups.	
	Exxaro must consider providing travel assistance to NoK to attend meetings.	Exxaro will collect and provide transport for NoK within a 150 km radius to enable NoK resident at Dennilton / Groblersdal to attend meetings.
	Travel assistance must exclude cash reimbursements for any travel related expenses, including fuel, public transport or air travel.	
NoK who cannot attend focus group meetings will need to elect and appoint representatives to act on their behalf.		
<b>Category 1 graves (graves that will not be directly impacted on)</b>		
<b>Plan for in situ management of graves</b>	A CMP must be drafted at the cost of the Applicant	Affected NoK and landowners will be entitled to provide input into the CMP through consultation to reach agreement with regard to the future conservation of gravesites
	A CMP must be an inclusive, participatory decision-making process with input from all affected persons, including NoK and landowners.	
	The CMP must include agreements on the conservation, presentation and improvement of burial grounds and graves	
<b>Conservation of burial grounds and graves</b>	Exxaro must protect and conserve burial grounds and graves that will remain in situ in the project area	Exxaro will ensure that the status quo of the burial grounds and graves are maintained throughout the life of the project.
		Exxaro will fence burial grounds and grave to safeguard sites against possible direct, physical damage.
		Exxaro will maintain sites through cleaning and periodic monitoring in lieu of unrestricted access by NoK.
<b>Access to conserved burial grounds and graves</b>	Exxaro will acknowledge the right of NoK to access conserved burial grounds and graves to ensure sustainable use of the sites and safeguard their cultural significance	NoK will be entitled to access their gravesites on condition that Exxaro is given advance notice of proposed site visits to enable necessary arrangements to be made.
		NoK will be entitled to access and improve gravesites, and presentation and performances at gravesites on condition that they do so under safety escort that will be arranged by Exxaro.
	Exxaro will have indemnity from any risk, injury,	NoK will be entitled to access gravesites on



Remedial action	Remedial action principles / comments	Entitlement
	damage or other impact on NoK when visiting gravesites.	<p>condition that they comply with Exxaro's standard operational procedures regarding visitor access to mine properties.</p> <p>NoK will be entitled to access gravesites on condition that they indemnify Exxaro of any incident that may result in injury or death of NoK as a result of pre-existing medical conditions, and that is unrelated to any activity for which Exxaro may be responsible, to reduce the risk to Exxaro with regard to incident reporting, investigation and possible temporary mine closure.</p> <p>Exxaro will provide approved transport for, and escort NoK to gravesites.</p>
<b>Improvement to burial grounds and graves</b>	Exxaro will allow NoK to repair, restore and rehabilitate burial grounds and graves	<p>NoK will be entitled to improve the existing state of conserved burial grounds and graves, at their own cost</p> <p>Exxaro will draft status quo reports for every in situ burial ground and grave to monitor the condition of these sites throughout the operational lifespan of the mine, or until grave relocation is completed.</p> <p>NoK will be entitled to being informed of any changes to burial grounds and graves noted in monitoring reports, or changes in ownership.</p>
	Exxaro will repair, restore and rehabilitate burial grounds and graves affected by project activities resulting from Exxaro's development	Exxaro will cover the costs of improvement to burial grounds and graves, in the event that project-related activities have resulted in damage to such sites.
<b>Presentation of burial grounds and graves</b>	Exxaro will allow NoK presentation of / at the burial grounds and graves	NoK will be entitled to access their graves for the purposes of erecting new grave dressings
		NoK will be responsible for all costs associated with erecting new grave dressings
<b>Performances at burial grounds and graves</b>	Exxaro will acknowledge the right of NoK to express their living heritage	NoK will be entitled to performing actions associated with living heritage at graves.
		NoK will be responsible for all costs associated with performances.
<b>Recompense for <i>in situ</i> conservation</b>	Exxaro will not compensate NoK whose burial grounds and graves are conserved in situ.	NoK will not be entitled to any recompense in the form of solatia or otherwise for the conservation of graves
<b>Category 2 graves (graves that will be directly impacted on)</b>		



Remedial action	Remedial action principles / comments	Entitlement
<b>Relocation of graves</b>	Exxaro will cover the costs of exhuming, relocating and re-interring the contents of graves	Exxaro will implement a grave relocation process in accordance with applicable legislation
		Exxaro will appoint a qualified and registered archaeologist to manage the grave relocation process
		Exxaro will cover the cost to engage a registered funeral undertaker to exhume, transport and re-inter the contents of graves under supervision of a qualified archaeologist
	Exxaro will cover the costs to identify and consult NoK regarding proposals to relocate graves	NoK will be entitled to participate in the decision-making process in order to reach agreements regarding relocating graves
NoK will be entitled to provide informed consent prior to exhuming the contents of graves		
<b>Re-establishment of graves</b>	Exxaro will cover all costs for the establishment of new graves.	NoK will be entitled to have the contents of their graves re-interred in new grave plots in established cemeteries of their choice, within reason and relevant legal frameworks.
		Exxaro will cover costs associated with the procurement and registration of new grave plots
	Exxaro will cover costs for improvement and presentation of new grave sites after re-interment.	NoK will be entitled to the removal of existing commercial or artisan dressings, such as granite headstones, and re-erected at the new gravesite, with the provision that cemetery regulations make allowance for such dressings.
		NoK whose graves do not comprise formal granite or artisan dressings will be entitled to new grave dressings at the re-established gravesites.
		Exxaro will repair or replace grave dressings damaged as a result of relocation
		Exxaro will replace grave dressings disallowed in new cemetery due to cemetery regulations with minimum acceptable dressing
	Exxaro will ensure that new grave sites are registered in the names of the bona fide NoK	Exxaro will not be responsible for the maintenance, repair, or any other action, after graves have been re-established at new locations.
	Exxaro will acknowledge the right of NoK to express their living heritage in respect of burial	NoK will be entitled to expressing their living heritage





Remedial action	Remedial action principles / comments	Entitlement
	grounds and graves, and cover reasonable costs associated with performances that may be associated with such living heritage	<p>Logistical arrangements and needs will be determined and agreed on in consultation with NoK</p> <p>NoK will not be paid any funds related to arrangements and physical needs required for any customary ceremonies and rituals.</p> <p>Exxaro will, in lieu of any cash payment, cover expenses associated with logistical arrangements and procure agreed on items required by NoK to express their living heritage.</p>
<b>Solatia</b>	Exxaro acknowledge that grave relocation may result in perceptions of loss and inconvenience and loss experienced	No Entitlement, excluded from Agreements
	NoK will not receive any additional payment, other than recompense in the form of a solatium, for attending meetings or giving consent.	
	Beneficiaries of solatia will be NoK defined in accordance with the MCCEBA, i.e. the closest relative of the deceased. This means that only one closest living relative will receive solatia.	
<b>Category 3 graves (Graves that will be directly impacted on, without identified NoK)</b>		
<b>Relocation of graves</b>	Exxaro will cover the costs of exhuming, relocating and re-interring the contents of graves	Exxaro will implement a grave relocation process in accordance with applicable legislation
		Exxaro will appoint a qualified and registered archaeologist to manage the grave relocation process
		Exxaro will cover the cost to engage a registered funeral undertaker to exhume, transport and re-inter the contents of graves under supervision of a qualified archaeologist
<b>Re-establishment of graves</b>	Exxaro will cover all costs for the establishment of new graves.	Exxaro will cover costs associated with the procurement and registration of new grave plots in the nearest municipal cemetery
		Exxaro will remove and re-erect existing commercial or artisan dressings, such as granite headstones, and re-erected at the new gravesite, with the provision that cemetery regulations make allowance for such dressings.
	Exxaro will cover costs for improvement and presentation of new grave sites after re-interment.	Exxaro will provide grave markers at the new grave where existing grave dressings did not comprise commercial or artisan dressings. Grave markers will indicate the grave number, origin and date of relocation of the grave.

Remedial action	Remedial action principles / comments	Entitlement
		Exxaro will repair or replace grave dressings damaged as a result of relocation
		Exxaro will replace grave dressings disallowed in new cemetery due to cemetery regulations with minimum acceptable dressing

## Agreement

In principle, all NoK agree to the remedial actions, principles and entitlements presented and discussed at each of the five meetings held, with the exception of the issue relating to solatia. The Mthweni, Ngoma and Rossouw families agreed to grave relocation. The Mokwana family objected to grave relocation on the grounds of compensation issues, however, they agreed to *in situ* conservation as outlined in the EF.

Digby Wells consequently proposed that all records of consultation, including comments and responses, will be collated into a permit application report (this report). The final agreed entitlements between NoK and Exxaro, as captured in the minutes, were formalised into the Entitlement Framework presented in this report that will inform the Agreements between the NoK and Exxaro. Two agreements were drafted:

- A generic agreement wherein all NoK and Exxaro agree to the principles set out in the Entitlement Framework, irrespective of whether graves will be relocated; and
- Specific agreements between the respective NoK and Exxaro regarding the future of graves.

The attending NoK agreed that all graves will be included in permit applications, which will include the signed agreements as it pertains to each family. The family who objected to grave relocation further agreed that SAHRA and the applicable provincial and local authorities will make the final decision regarding their graves.

*The Mokwana family, however, refused to sign the General and NoK Agreements subsequent to the final meeting held on 27 September 2014.*

*Digby Wells is of the opinion that **this family's grave will be at immediate physical risk** once opencast mining operation commences. In addition, **access to the grave will be severely restricted** given its location in relation to the opencast pit, pan and mine boundary. This will inevitably **result in a degradation of the cultural significance** of the grave.*

*As such, the **grave should be relocated in terms of the principles contained in the Entitlement Framework** presented in this report, and formalised in the General Agreements and NoK Agreements in respect of grave relocation. Considering the last minute refusal by the Mokwana family to accept any of the agreements, **Digby Wells therefore refers this matter to the SAHRA BGG** in accordance with regulation 40(3) of the NHRA Regulations.*

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## 1 Introduction

### 1.1 Project Background

Exxaro Coal (Pty) Ltd (hereafter Exxaro) has asked Digby Wells Environmental (hereafter Digby Wells) to undertake a Grave Relocation Process (GRP) of graves that will be affected by the Arnot Mooifontein Opencast Mine Expansion Project (AMEP). Exxaro will mine portions 1, 5, 7 and the Remaining Extent (RE) of the farm Mooifontein 448 JS using opencast mining methods.

A Heritage Impact Assessment (HIA) for the AMEP was conducted in 2010 in which several graves were identified as part of the HIA and recommendations were made that a GRP be implemented (Pistorius 2011).

Digby Wells was appointed by Exxaro to undertake the necessary authorisation and associated consultation in support of the required applications for the relocation and *in situ* conservation of burial grounds and graves.

This report is a synthesis of all the arrangements made and agreed on between Exxaro and identified, affected next-of-kin (NoK), up to the final meeting, in accordance with regulation 35(c) of the National Heritage Resources Act, 1999 (Act 25 of 1999) (NHRA) Regulations.

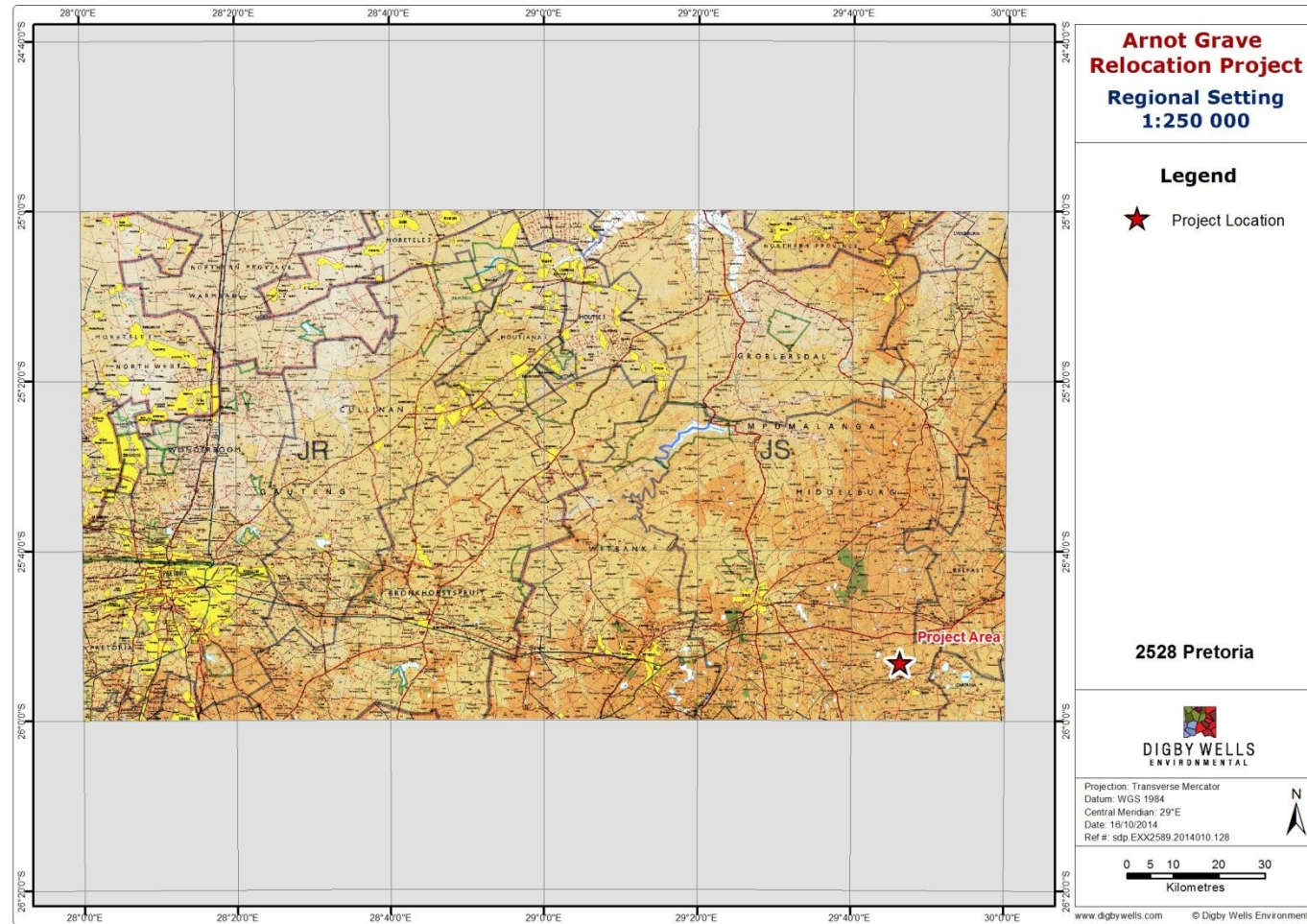
### 1.2 Project Description

The AMEP is situated approximately 43 km by road from Middelburg, 65 km from Carolina and approximately 25 km from Hendrina in the Mpumalanga Province. The burial grounds and graves that will be impacted on by the AMEP are located on portions 1, 5, 7 and RE of Mooifontein 488 JS. Detailed location details are provided in Table 1 and Plan 1 to Plan 4 below.

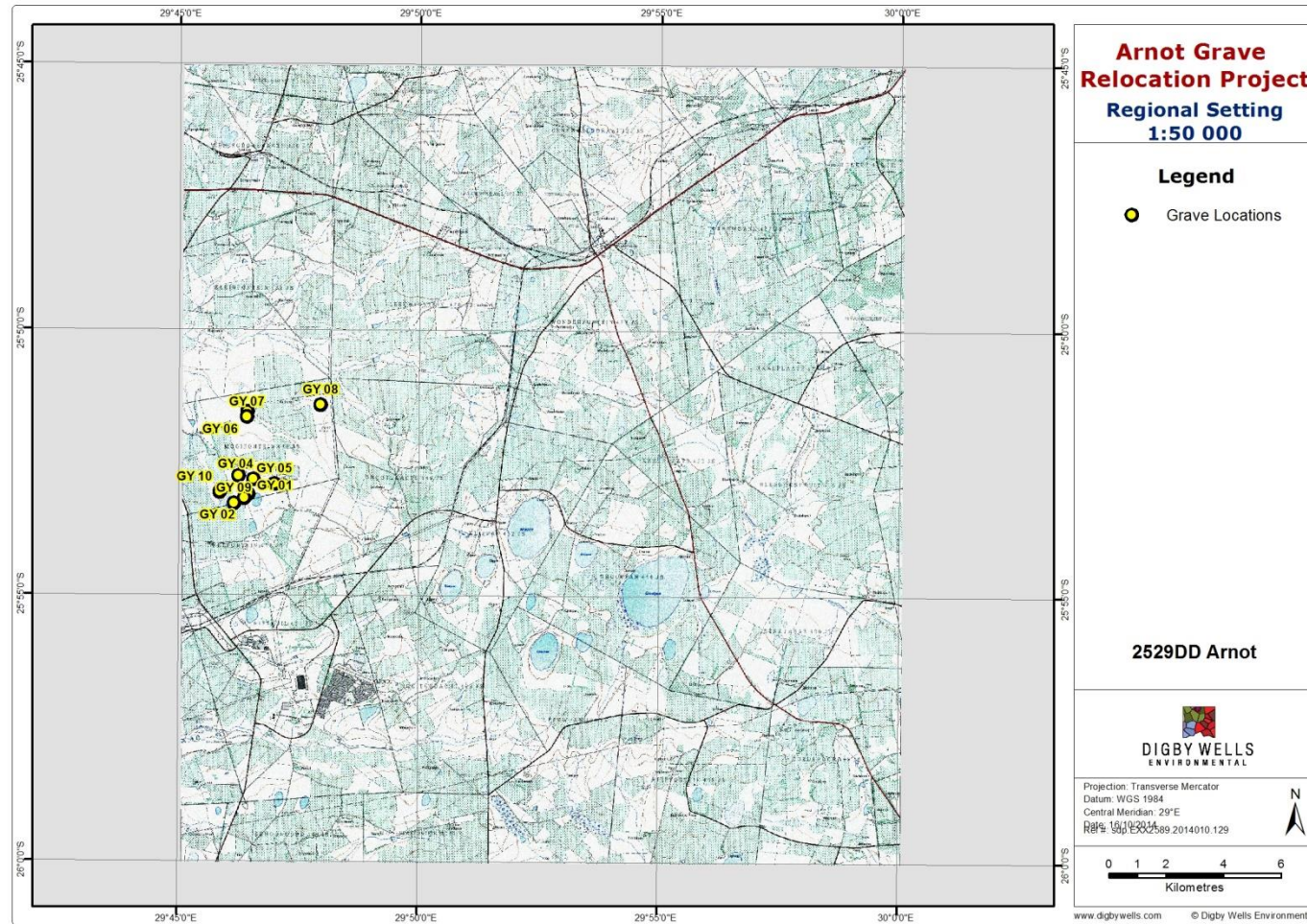
**Table 1: AMEP geographical location details**

<b>Province</b>	Mpumalanga
<b>District Municipality</b>	Nkangala District Municipality
<b>Local Municipality</b>	Steve Tshwete Local Municipality
<b>Magisterial District</b>	Middelburg
<b>Nearest Town/s</b>	Rietkuil, Middelburg, Hendrina
<b>Properties</b>	Portions 1, 5, 7 and RE of Mooifontein 486 JS
<b>Map reference/s</b>	1:250 000 2528 Pretoria & 1:50 000 2529 DD Arnot

### Plan 1: Regional Study Area

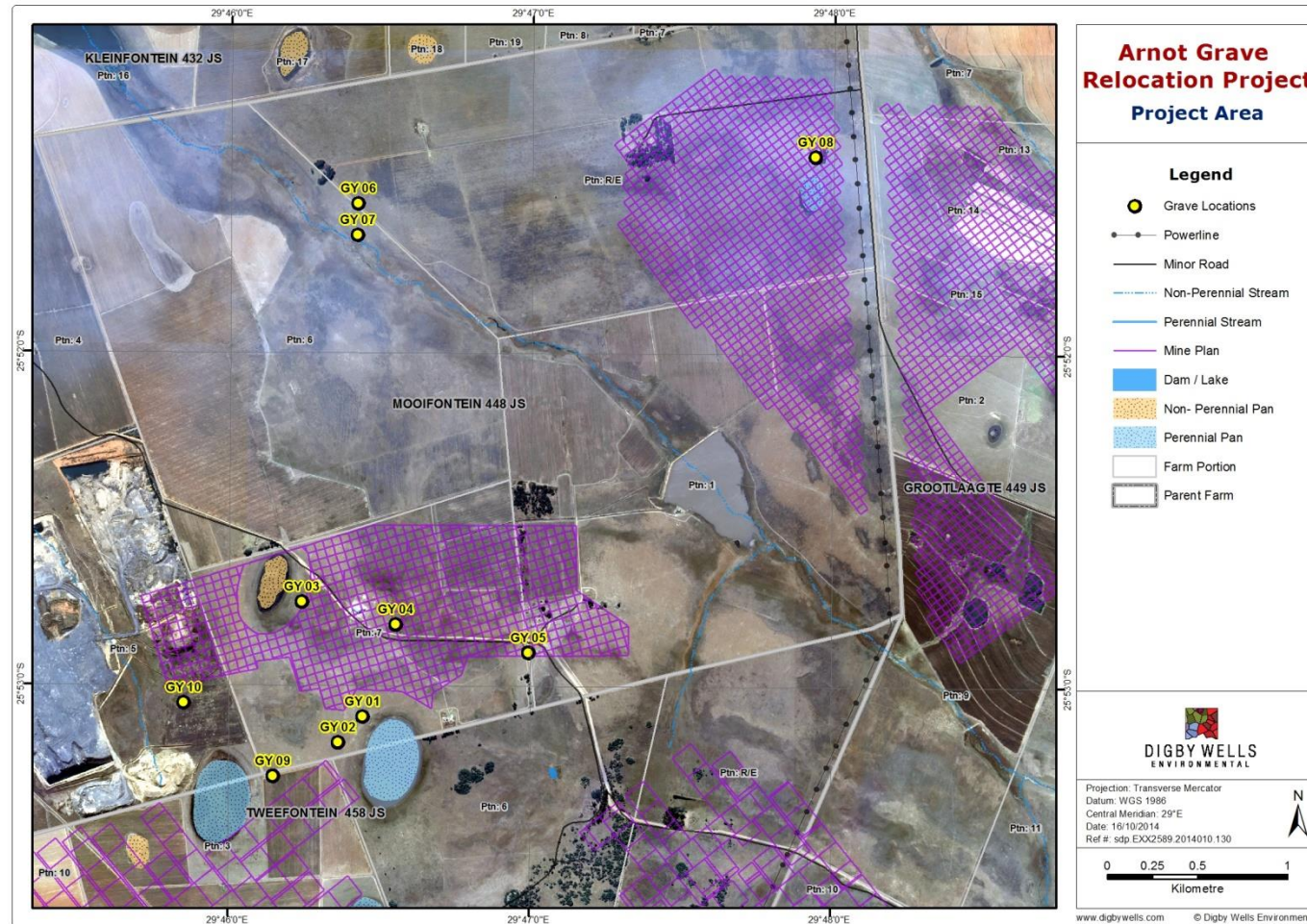


## Plan 2: Local Study area



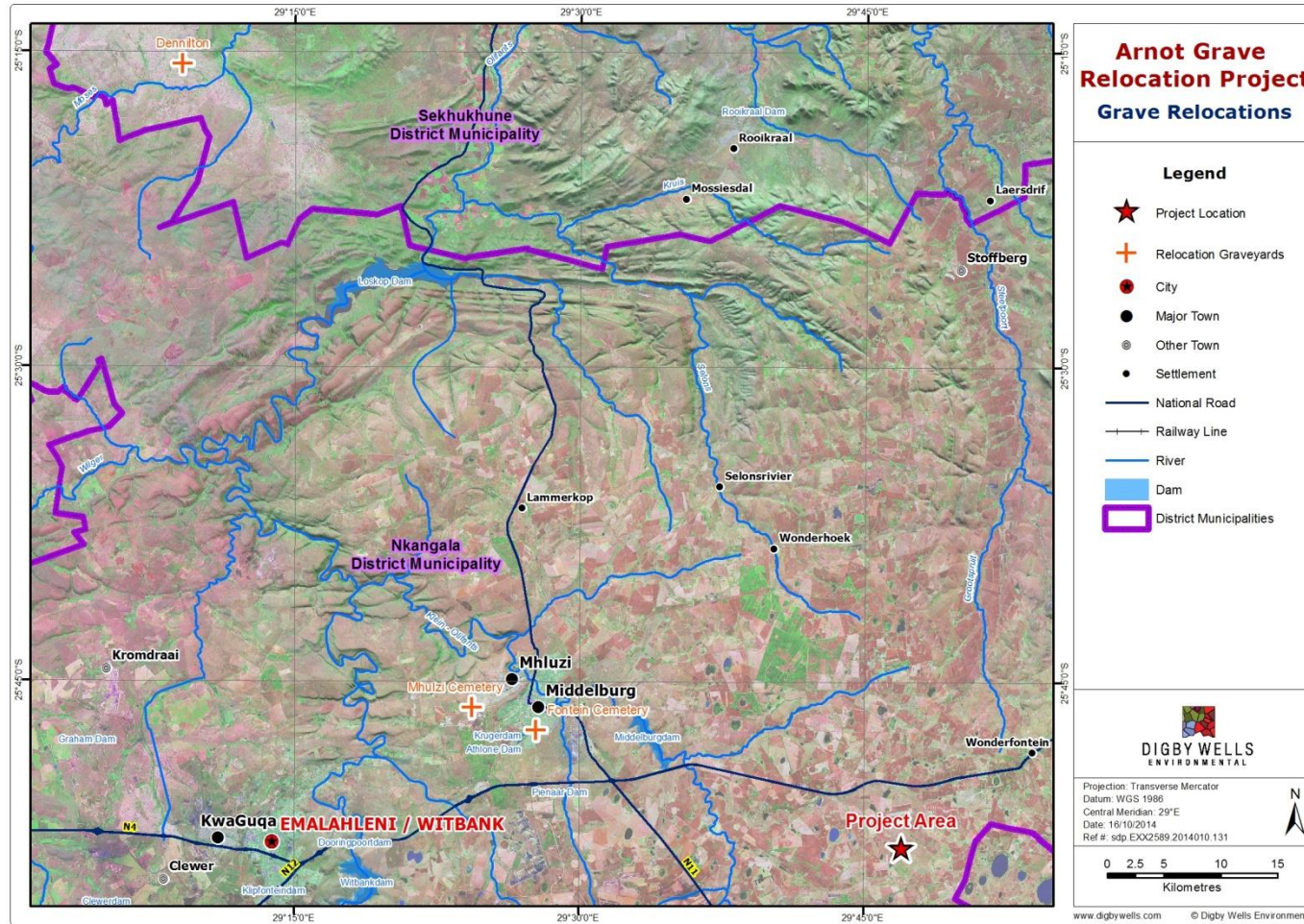


### Plan 3: Location of gravesites in relation to project infrastructure layout



*Note that gravesites GY 06, 07 and 09 are excluded from this project*

### Plan 4: Proposed reburial areas in relation to current locations





## 1.3 Description of Affected Burial Grounds and Graves

### 1.3.1 GY 01 – Single Unknown grave

The gravesite is located on Portion 7 of Mooifontein 448 JS. The grave dressing comprises a stone packed cairn with no identifying features, depicted in Figure 1. No associated Next-of-Kin (NoK) was identified. Although the grave will not be directly impacted on by the opencast mine depicted on Plan 3, it is considered at risk and should be relocated.



**Figure 1: GY 01 located on Portion 7 of Mooifontein 448 JS (Pistorius 2011).**

### 1.3.2 GY 02 – Rossouw family graves

The gravesite is located on Portion 7 of Mooifontein 448 JS. The site includes two graves associated with the Rossouw family. The grave dressings comprise sandstone headstones and borders as shown in Figure 2. Inscriptions on the headstones enabled the deceased to be identified as indicated in Table 2.

The Rossouw family requested that this gravesite be relocated together with the graves located in GY 05, even though it will not be directly impacted by the opencast mine as indicated in Plan 3. The Rossouw family has given consent for the relocation of these graves to the Fontein Cemetery, Middelburg.





**Figure 2: GY 02 located on Portion 7 of Mooifontein 448 JS (Pistorius 2011).**

### **1.3.3 GY 03 – Mokwana family and unknown graves**

The gravesite is located on Portion 7 of Mooifontein 448 JS and includes at least two graves. One grave is associated with the Mokwana family (number 101/106, A and B in Figure 3). The grave was identified by Mr Jan Mokwana on 27 September 2014 in the presence of Johan Nel and Natasha Higgitt (Digby Wells) and Edward Mbedzi (Exxaro). Mr Mokwana stated that the formal granite grave dressing (A in the Figure 3) was not placed on the grave: the actual grave dressing therefore still comprises a stone packed cairn (B in Figure 3), with the formal granite dressing having been placed perpendicular to the original dressing.

Another grave (number 105) is located next to the Mokwana grave (C in Figure 3). The dressing comprises a stone packed cairn with no identifying features, depicted in Figure 3. No associated NoK was identified.

The Mokwana family did not agree to the relocation of grave 106. However, this gravesite is located on the edge of the opencast pit near a pan. The gravesite will therefore be at high risk to physical impact, and access may be severely restricted as depicted on Plan 3. This gravesite should be relocated.



**Figure 3: Gravesite GY 03 – Arrows indicate positions of graves. B is the Mokwana grave, with A indicating the formal dressing. C is the unknown grave (Nel 2014).**

#### **1.3.4 GY 04 – unknown grave**

Site GY 04 is located on Portion 7 of the farm Mooifontein 448 JS. There are no distinguishing surface features and the site may need to be tested to determine if it is a grave. No NoK were identified for this site. The grave will require relocation as it falls within the opencast mining area as depicted on Plan 3

#### **1.3.5 GY 05 – Rossouw family graves**

The gravesite is located on Portion 7 of Mooifontein 448 JS. The site includes two graves associated with the Rossouw family. Grave dressing of grave 102 comprises a sandstone headstone and borders as indicated in Figure 4. Grave dressing of grave 104 comprises a large, double granite headstone and borders as shown in Figure 4. Inscriptions on the headstones enabled the deceased to be identified as indicated in Table 2.

The gravesite will require relocation as it is located on the perimeter of the opencast mine as indicated in Plan 3. The Rossouw family has given consent for the relocation of these graves to the Fontein Cemetery, Middelburg, together with the graves at site GY 02.



**Figure 4: GY 05 located on Portion 7 of Mooifontein 448 JS (Pistorius 2011).**

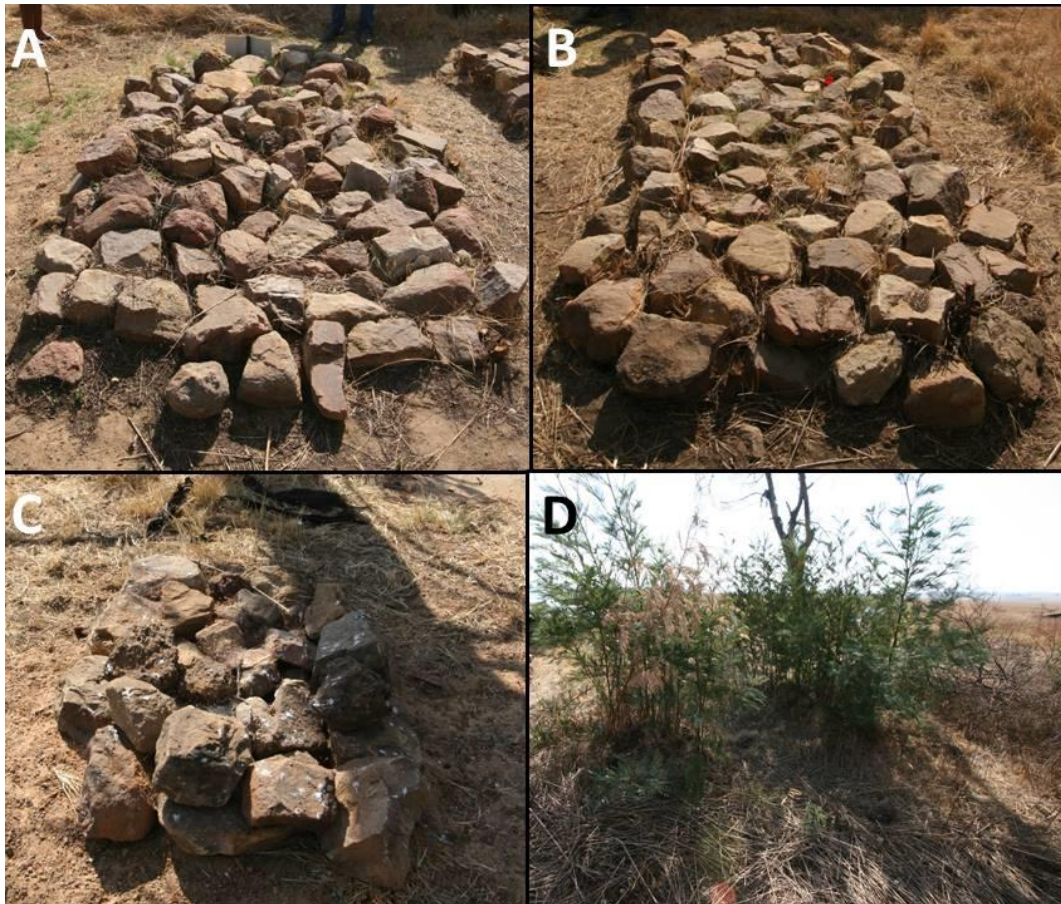
### **1.3.6 GY 08 – Ngoma family and unknown graves**

The gravesite is located on the RE of Mooifontein 448 JS. The site includes five graves, three of which are associated with the Ngoma family, who identified their graves in the presence of Johan Nel and Natasha Higgitt (Digby Wells) and Edward Mbedzi (Exxaro) on 27 September 2014. The Ngoma family graves are depicted in Figure 5 below: A shows the grave of Sesi Martha Ngoma, B the grave of Zodwa Catharina Ngoma and C the grave of Johannes Ngoma. The unknown graves are shown in D.

The dressings of all five graves comprise stone packed cairns as shown in Figure 5. Only grave number 353 included an inscribed grave number. All graves will require relocation as it is located in the opencast mining area as indicated in Plan 3.

The Ngoma family has given consent for the relocation of these graves to the Mhluzi Cemetery, Middelburg.





**Figure 5: Detail of graves at GY 08 – A to C are associated with the Ngoma family. D represents two unknown graves.**

### **1.3.7 GY 10 – Mthweni (Motshoene) graves**

The gravesite is located on Portion 5 of Mooifontein 448 JS. The site includes two graves associated with the Mthweni family. Grave dressings comprise cement headstones and borders. Inscriptions on the headstones enabled the deceased to be identified as indicated in Table 2. The gravesite will require relocation as it is located in the open cast mining area as indicated in Plan 3.

The Mthweni family has given consent for the relocation of these graves to Dennilton, Limpopo Province.

**Table 2: List of affected graves**

Site ID	Latitude	Longitude	No. of graves	Grave ID	Deceased details	Date of birth	Date of death
GY 01	-25.8843	29.77429	1	103	Unknown	n.d.	n.d.
GY 02	-25.8856	29.77293	2	107	Anna M. H. Rossouw	01-Jun-17	28-Feb-20
				100	Hannes L. A. Rossouw	19-Jul-28	04-Jun-29
GY 03	-25.8786	29.77091	2	101 / 106	April Leshoka Mokwana	n.d.	16-Mar-02
				105	Unknown	n.d.	n.d.
GY 04	-25.8797	29.77609	1	111	Unknown	n.d.	n.d.
GY 05	-25.8811	29.78344	2	102	Frans Pieter Rossouw	10 July 1893	12-Dec-62
				104	Johannes L. A. Rossouw	30-Sep-36	05-Jun-44
GY 08	-25.8562	29.79921	5	353	Sesi Martha Ngoma	4-Dec-1967	15-Nov-2010
				355	Zodwa Catharina Ngoma	18-Sep-1964	2004
				351	Unknown	n.d.	n.d.
				64	Unknown	n.d.	n.d.
				0	Johannes Ngoma	n.d.	2006
GY 10	-25.8836	29.7644	2	359	Andries Motshoene	n.d.	1945
				350	Toerkie Motshoene	n.d.	n.d.

## 2 Legal Framework

### 2.1 Introduction

This section outlines the legal framework within which the GRP will need to be undertaken. Since the South African legal framework does not stipulate minimum acceptable standards with regard to a consultation process or provide sufficient guidance in terms of entitlement to remedial action, international best practice guidelines are also considered.

The following acts, regulations and international standards apply:

- National legislation:
  - The National Health Act, 2003 (Act No. 61 of 2003) (NHA);
  - NHA Regulations, 2013;
  - The National Heritage Resources Act, 1999 (Act No. 25 of 1999) (NHRA);
  - NHRA: Regulations, 1999; and
  - The South African Heritage Resources Agency (SAHRA) Burial Grounds and Graves (BGG) unit draft Guidelines to Burial Grounds and Graves Permitting Policy, 2013.

- The Mpumalanga Cemeteries, Crematoria and Exhumation of Bodies Act, 2005 (Act No. 8 of 2005) (MCCEBA);
- The International Finance Corporation (IFC) Handbook to Relocation Action Plans (RAP), 2002 (IFC Handbook).

## 2.2 National Health Act

The NHA provides the general framework within which various state structures and other institutions need to operate in respect of human health, including exhuming human remains. However, this Act does not provide any details specific to exhumation, transport and reburial of human remains, but makes provision for regulations concerning these actions.

## 2.3 NHA Regulations

The NHA Regulations outline the process by which human remains should be exhumed and reburied. Although these Regulations do not consider consultation with NoK, it does prescribe certain activities that need to be taken into account during consultation and consequent agreements reached between Exxaro and NoK, including:

- Reburial can only take place in a burial site for which environmental authorisation has been granted in terms of the National Environmental Management Act (NEMA), 1998, as amended, i.e. reburial is generally restricted to established and registered municipal cemeteries;
- Should reburial take place within a private burial site, such a site must have been subject to a land survey by the local government and include waste management and ablution facilities in accordance with the NEMA;
- Exhumation must be undertaken by a registered funeral undertaker;
- Human remains must be placed and sealed in a container and placed in a substitute coffin; and
- The reburial must be registered with the local government.

## 2.4 The Mpumalanga Cemeteries, Crematoria and Exhumation of Bodies Act

The MCCEBA regulates exhumation and reburial of human remains within the Mpumalanga Province. Section 14 of this Act outlines the process in respect of consultation and approvals required for the exhumation and relocation of human remains.

This Act furthermore, in terms of Section 14(3) (e) (iii) defines that *bona fide* NoK must provide written consent for the exhumation and relocation as follows, in order of relevance:

1. The surviving spouse or partner of the deceased;
2. In the absence of a surviving spouse or partner, the eldest adult child of the deceased;



3. In the absence of an adult child, a parent of the deceased;
4. In the absence of a parent, an adult sibling of the deceased; and
5. In the absence of a sibling, the closest adult relative of the deceased.

## 2.5 National Heritage Resources Act

Although the graves that will be affected by the AMEP are not generally protected under Section 36 of the NHRA, this Act and its Regulations inform the consultation and agreement process in lieu of guidelines contained in other legislation.

The NHRA reiterates the requirements under Section 3 of the Exhumations Ordinance that graves may not be exhumed without a permit. Such approval is also dependent on the consent provided by *bona fide* NoK. The NHRA furthermore stipulates that approval be subject to appropriate arrangements for the exhumation and re-interment of the contents of graves. All such arrangements must be done at the cost of the applicant and in accordance with NHRA Regulations, including:

- Evidence of concerted efforts to identify, contact and consult the *bona fide* NoK of affected burial grounds or graves; and
- Records of agreements reached with the NoK regarding the future of such graves or burial grounds.

These conditions are further expounded in the NHRA Regulations.

## 2.6 NHRA Regulations

Chapter XI of the NHRA Regulations outlines the procedure for consultation regarding burial grounds and graves.

Regulation 39 requires the applicant – in this case Exxaro – to provide evidence of concerted efforts made to identify the descendants and family members, i.e. the *bona fide* NoK, of the deceased. Such identification must be done through:

- Archival and documentary research regarding the origin of the burial ground or grave;
- Direct consultation with local community organisations and / or members who may assist in identifying *bona fide* NoK;
- The erection of site notices at the burial ground or grave for at least 60 days; and
- Advertising in the local press.

The applicant is further required to keep accurate record of all actions undertaken to identify NoK and submit these to the SAHRA BGG. Records must include the details of all persons and organisations contacted and their responses.

Regulation 40 requires the applicant to consult with NoK regarding any proposed grave relocation in order to reach agreement on the future of burial grounds and graves. The

applicant is required to cover costs of actions on which agreement was reached between the applicant and identified NoK; whether in terms of relocation or *in situ* conservation.

## 2.7 IFC Handbook

The legal framework outlined above consistently requires consultation with NoK in order to reach agreements concerning the future of graves that will be relocated. However, there is no regulated process as to the content of such agreements, or the entitlements of affected NoK. For this reason, the IFC Handbook was used to develop and guide the Entitlement Framework (EF), with specific reference to the RAP Compensation Framework (pp. 28 to 34), and Resettlement Assistance and Livelihood Restoration (pp. 34 to 40) chapters.

In terms of South African legislation and best practice standards, NoK of the deceased that will be affected by project activities are entitled to certain remedial actions, for example actions associated with *in situ* management of gravesites or grave relocation. To ensure that remedial actions are fair and commensurate with the needs and reasonable requirements of affected *bona fide* NoK, it is necessary to formalise agreements based on agreed-upon eligibility criteria and entitlements. When several graves and a number of NoK are involved, it is also important that a consistent set of principles be applied throughout.

The principles contained in the IFC RAP Handbook enabled an equitable and consistent set of principles to be drafted.

## 3 Definition of Terms

In lieu of appropriate definitions and guidelines within the South African grave regulation legal framework, especially with reference to entitlement to remedial action certain established definitions were adapted for use throughout this document. Definitions were adapted from the IFC Handbook, the NHRA and NHRA: Regulations, the MCCEBA, and the Oxford English Dictionary.

**Table 3: Terms and definitions used in the DEF**

<b>Agreement</b>	The negotiated and legally binding arrangement between the Applicant and Next of Kin resulting from consultations, including any remedial actions or other reasonable actions required by the Next of Kin. In relation to graves, an agreement must include principles for re-establishment of graves and recompense.
<b>Applicant</b>	The person or entity that is responsible for any development that will destroy, damage, alter, remove from its original position, or otherwise disturb any grave or burial ground.



<b>Entitlement</b>	In relation to burial grounds and graves, refers the entitlements to remedial actions that eligible NoK are entitled to, such as conservation, consultation, etc. Only <i>bona fide</i> NoK of <i>affected</i> gravesites are eligible for entitlement.
<b>Conditions</b>	In relation to burial grounds and graves, conditions that the Applicant may propose in respect of entitlements.
<b>Conservation</b>	The protection, maintenance, preservation and sustainable use of graves to safeguard their cultural significance.
<b>Conservation Management Plan (CMP)</b>	In relation to burial grounds and graves, a Conservation Management Plan (CMP) refers to a plan designed to retain the cultural significance of a gravesite. A CMP should ensure that the preservation, enhancement, presentation and maintenance of the gravesite is deliberately and thoughtfully designed to protect the heritage values of the place, through the control of the elements that make up physical and social environment of a site, its physical condition, land use, human visitors, interpretation, etc.
<b>Consultation</b>	The action or process of discussing the effect of proposals on graves with identified next of kin with the aim of reaching agreement about the future of such grave or burial ground. Consultation may include one-on-one, focus group or public meetings, telephonic conversations, and written communication. Records of consultation with next of kin must be kept including comments made by any interested party.
<b>Development</b>	In relation to graves, any physical intervention, excavation, or action, other than those caused by natural forces, which may in any way result in a change to the nature, appearance or physical nature of a burial ground or grave, or influence its stability and future well-being.
<b>Grave</b>	A place of interment that includes the contents, headstone or other marker of such a place, and any other structure on or associated with such place.
<b>Improvement</b>	The repair, restoration and rehabilitation of a grave as part of in situ conservation of subsequent to grave relocation.
<b>Living heritage</b>	In relation to graves, means the intangible aspects of inherited culture that may include cultural tradition, ritual and the holistic approach to nature, society and social relationships, including performances relating to burial, to graves or to the continuing relationship between the



	deceased and the living NoK.
<b>Management</b>	The conservation, presentation and improvement of a burial ground or grave.
<b>Next of kin</b>	<p>Next-of-kin of graves means the living relative/s of the deceased buried in a grave. The order of precedence of NoK is determined in accordance with the Exhumation Ordinance as:</p> <ol style="list-style-type: none"> <li>1. The surviving spouse or partner of the deceased;</li> <li>2. In the absence of a surviving spouse or partner, the eldest adult child of the deceased;</li> <li>3. In the absence of an adult child, a parent of the deceased;</li> <li>4. In the absence of a parent, and adult sibling of the deceased; and</li> <li>5. In the absence of a sibling, the closest adult relative of the deceased.</li> </ol>
<b>Owner</b>	<p>The landowner on whose property the grave is located, including:</p> <ul style="list-style-type: none"> <li>■ In the case of privately owned land, the owner's authorised agent;</li> <li>■ In the case of land owned by the State or State-aided institutions, the Minister or any other person or body of persons responsible for the care, management or control of that place;</li> <li>■ In the case of tribal trust land, the recognised traditional authority.</li> </ul>
<b>Performance</b>	In relation to graves, the action or process of performing a task or function at the burial ground or ground.
<b>Presentation</b>	In relation to burial grounds and graves includes the erection of grave dressings, provision of access to graves and performances.
<b>Re-establishment</b>	In relation to grave relocation, means actions and items required to re-establish graves at new locations in a manner similar to that of the original grave, grave relocation including the removal and re-erection of grave dressings, purchase of new coffins and grave plots, and possible performances. The rate of re-establishing graves must be calculated on the market value of the actions and items, plus transaction costs.
<b>Relocation</b>	In relation to graves means the exhumation, relocation and re-internment of the contents of a grave from its original location to an alternative location.
<b>Relocation</b>	Support provided to Next of Kin whose graves are relocated, and may



<b>assistance</b>	include transportation and food, that are provided by the Applicant to affected Next of Kin during the grave relocation process.  Assistance may also include solatia that recompense affected Next of Kin for the inconvenience associated with grave relocation.
<b>Remedial action</b>	Actions agreed on, following consultation between the Applicant and Next of Kin, to remediate impacts on graves. Remedial actions may include conservation, improvement, presentation, and relocation. Costs of remedial actions are the responsibility of the Applicant, unless otherwise agreed to. Remedial actions inform the entitlements to which eligible NoK are entitled.
<b>Solatium (pl. solatia)</b>	In relation to grave relocation, a solatium is the manner in which the Applicant may recompense Next of Kin in recognition of inconvenience or sense of loss that they may experience due to the proposed relocation of graves. Solatia are given in the form of financial tokens.

## 4 Methodology

### 4.1 Verification survey and site mapping

Johan Nel (Digby Wells) undertook a verification survey of the affected graves on 19 February 2014. The purpose of this survey was to verify and mark the number of graves. Dave Gambushe (Mine Surveyor, Exxaro Arnot Coal Mineral Resources Management Department) surveyed and mapped the graves. The graves were marked with numbered markers and consequently included in a preliminary grave register.

NoK verified the details of the deceased during a second survey undertaken on 27 September 2014. The NoK visited the gravesites to identify the deceased, and establish the age of the graves with the assistance of the NoK.

### 4.2 Draft Entitlement Framework

A Draft Entitlement Framework (DEF) was compiled that would inform the discussions and consultation with NoK. Certain entitlements were included in the DEF prior to the first clarification meeting, based on best practice and prior experience. The DEF was a continuously updated and used as a 'live' document by means of the consultation process.

The purpose of the DEF was to guide the decision-making process and final agreement in a fair and transparent manner. NoK were invited to make recommendations to the DEF that were put to Exxaro for approval. In terms of South African legislation and best practice standards, NoK of affected graves are entitled to certain remedial actions, for example



actions associated with *in situ* management of gravesites or grave relocation. The DEF outlined the following:

- The legal framework within which consultation and agreements pertaining to grave relocation and associated entitlements will take place;
- Definition and categories of affected NoK;
- Eligibility of NoK for remedial action; and
- Entitlement to remedial action.

The DEF, through consultation, therefore informed both the CMP and GRP set out under 6.4.2 and 6.4.3 below and the Agreements to these attached as Appendix D.

## 4.3 Stakeholder Engagement

### 4.3.1 Public Announcement

The proposed grave relocation was described in a Background Information Document (BID) that was made available to Interested and Affected Parties (I&APs) on request and copies provided to persons attending the first clarification meeting. The BID included an outline of the applicable legislation and stakeholder engagement process in terms of the NHRA Regulations. The BID also included a registration and comment form that NoK and I&APs could complete to register as stakeholders.

The project was announced through the placement of advertisements and site notices in English and isiZulu. Site notices were placed at each burial ground and access gates to the project area. Media advertisements were placed in the following newspapers:

- The Sowetan, Wednesday May 28 2014;
- Middelburg Observer, Friday 30 May 2014; and
- Witbank News, Friday 30 May 2014.

A copy of the BID and copies of these advertisements and site notices are attached as Appendices A and B respectively. The advertising was done in accordance with NHRA Regulation 39. Both the site notices and the media advertisements included a grave register of deceased identified through names inscribed on grave dressings. The notices and media advertisements furthermore indicated the date, time and venue of the first stakeholder meeting.

### 4.3.2 Identification of NoK

Identification of NoK and I&APs were initially achieved through telephonic consultation after the media adverts were placed. Thereafter, NoK were identified in the first clarification meeting that was attended by local municipality representatives, NoK and I&APs. The

attendees at this meeting were also requested to inform any other persons who may be affected of the process and provide Digby Wells with such details.

### 4.3.3 Stakeholder Meetings

Five stakeholder meetings were held at the Corn and Cob, a venue close to the AMEP area. The date, time and venue of the first clarification meeting were announced via site notices, media advertisements and letters of invitation referred to above.

The first clarification meeting was chaired by Johan Nel (Digby Wells), minutes were kept by Natasha Higgitt (Digby Wells) attached as Appendix C, and proceedings were translated from English to isiZulu by Simphiwe Mthiyane (Exxaro Arnot Environmental Manager). The objective of this meeting was to:

- Provide project background;
- Outline the legal process including the NHRA consultation, permitting and eventual relocation processes;
- Present the DEF; and
- Register NoK details.

Information was communicated to attendees by means of a PowerPoint presentation. In addition, hardcopies of the BID and DEF were made available in English. In addition, the proceedings were recorded on a digital voice recorder.

All consequent meeting dates were determined with input from the NoK who were notified and reminded of the follow-up meetings via Short Message Services (SMS). The meetings were held approximately every fortnight; details of the meetings are provided in Table 4 below. The objective of the follow-up focus group NoK meetings were to:

- Present minutes of meetings for approval by NoK;
- Discuss the DEF in more detail with affected NoK and other stakeholders;
- Provide relevant information to affected NoK to enable them to make informed decisions on the DEF; and
- Reach agreement on the DEF.

Information was communicated to attendees by means of PowerPoint presentations, hardcopies of minutes in both English and isiZulu and recorded on a digital voice recorder.

**Table 4: List of meetings held**

Meeting date	Time	Venue	No. attendees		
			NoK	Interested Parties	Digby Wells / Exxaro
07 June 2014	10h00	The Corn and Cob	4	5	4
21 June 2014	10h00	Beestepan Agricultural School	5	5	5
05 July 2014	11h00	The Corn and Cob	7	3	5
02 August 2014	11h00	Beestepan Agricultural School	6	2	3
16 August 2014	11h00	Beestepan Agricultural School	6	3	5
27 September 2014	10h00	Beestepan Agricultural School	5	0	4

## 5 Summary of Stakeholder Meetings

### 5.1 Introduction

Four families were identified and consulted with the aim to reach agreements in respect of the graves of their deceased relatives. This section provides detailed summaries of each consultation meeting held on the dates and venue described under 4.3.3 above. The names and contact details of the attending NoK are presented in Table 5 below.

**Table 5: NoK contact details**

Family	NoK	Contact number/s	Place of Residence
Mokwana	Mr Jan Mokwana	072 394 8230	Dennilton
	Mr John Mokwana	071 312 7049	Dennilton
Mthweni	Mr Andries Mthweni	072 827 5168	Dennilton
	Mr Petrus Mthweni		Dennilton

Ngoma	Ms Sarah Mahlangu	078 469 1762	Mafube Village
	Mrs Lisa Thukwana	071 279 6249	RE Mooifontein 486 JS
Rossouw	Mr Stephan Weyers	082 952 2929	Pretoria
	Mr Frans Rossouw	073 757 6449	Hendrina

## 5.2 Clarification meeting, 7 June 2014

Representatives of the Motshoene (Mthweni) and Rossouw families attended this meeting. In addition, a representative of the Steve Tshwete Local Municipality and four interested persons also attended the meeting. The Rossouw family presented Digby Wells with a letter of consent to relocate four graves and requirements for place of reburial before the meeting commenced. This family was of the opinion that they have provided all the necessary information and opted not to attend this or any future meetings.

Digby Wells described the legal framework and process within which consultation would take place through a PowerPoint presentation, as well as presenting the DEF, with accompanying hardcopies, for discussion.

Although interested parties made some salient contributions, their input is not included here, as it has no relevance on the Agreement between Exxaro and NoK (see appropriate minutes attached as Appendix C). The attending NoK (Mthweni family), however, raised the following matters:

- Increasing the radius for which Exxaro will arrange transport from 50 km to 100 km to include them and other families resident in Dennilton / Groblersdal.
- Current access to their ancestral graves is difficult and dangerous, as the graves are located in the current mining area, and they requested that these graves be relocated.

All attendees agreed in principle to the remedial actions, principles and entitlements contained in the DEF.





**Figure 6: Photographic evidence of Clarification Meeting, Corn and Cob, 7 June 2014**

### **5.3 NoK meeting, 21 June 2014**

Representatives of three families, namely the Mthweni, Mokwana and Mokoena families attended the meeting. In addition, a representative of the Steve Tshwete Local Municipality and four interested persons also attended the meeting.

Digby Wells again described the legal framework and process within which consultation would take place through a PowerPoint presentation for the benefit of the two new attending families, as well as presenting the DEF for discussion. Digby Wells stated that any agreements reached on the remedial actions, principles and entitlements contained in the DEF, and consequent final EF, will not constitute consent by NoK in respect of grave relocation. However, agreement in principle by NoK and Exxaro on these actions, principles, etc., is required to enable the drafting of general and specific agreements per affected family. NoK must still give informed consent as part of the permitting process.

Significant matters arising included:

- Mr Wynand Mokoena required clarity on whether his family's graves would be affected – Exxaro responded that currently only graves located on portions 1, 5 and 7 and RE

of Mooifontein are affected. Mr Mokoena confirmed that his family graves are not located on these portions and then left the meeting.

- Mr Jan Mokwana enquired regarding the urgency of the grave relocation – Digby Wells responded that Exxaro needs to access the properties very soon to comply with their contractual obligations with Eskom, but that grave relocation cannot take place without the families’ consent and necessary permits.
- Mr Jan Mokwana asked if Exxaro will allow their family graves to be reburied in Dennilton – Digby Wells responded that if this is the family’s requirements then the graves will be reburied there, but that the graves should be re-established in existing municipal or community cemeteries.
- Messrs Andries Mthweni and Jan Mokwana stated certain requirements for customary ceremonies before graves are exhumed and relocated. Digby Wells responded that the families should provide a list of requirements at the next meeting, and reiterated the principle (see 6.4.3.2 below) that Exxaro will not pay cash to NoK for ceremonies, but will ensure that their requirements are procured, within reason.
- Mr John Mokwana required clarity on the solatia (see 6.4.3.3 below).
- Digby Wells responded that solatium is a goodwill token that will be paid to the bona fide NoK after the conclusion of the relocation process.

The meeting concluded with all attendees agreeing in principle to the remedial actions, principles and entitlements contained in the DEF.



**Figure 7: Photographic evidence of NoK meeting, Beestepan School, 21 June 2014.**

#### **5.4 NoK meeting, 5 July 2014**

The meeting was attended by representatives of four families, namely the Mthweni, Mokwana, and Ngoma families. In addition, a representative of the Steve Tshwete Local Municipality and three interested persons also attended the meeting.

Digby Wells again outlined the legal framework and process within which consultation would take place through a PowerPoint presentation for the benefit of the two new attending families, as well as presenting the DEF for discussion.

Significant matters arising included:

- The Mthweni and Mokwana families indicated that they would request their graves to be relocated to Dennilton.
- Mr Andries Mthweni indicated that there is a perception within his family that he / they will receive significant financial benefit from the grave relocation.
- The Mokwana family confirmed the same perception within their family.
- The attending ward councillor, Mr Johan Matshiane, commented that the presentation and DEF stated that “Exxaro will pay for relocation”. Therefore, families may interpret it as compensation.
- Digby Wells responded that Exxaro will be covering the costs of grave relocation, and reiterated that Exxaro will not pay any cash compensation to any NoK.

The meeting concluded with all attendees agreeing in principle to the remedial actions, principles and entitlements contained in the DEF.

## **5.5 NoK meeting, 2 August 2014**

The meeting was attended by representatives of four families, namely the Mthweni, Mokwana, and Ngoma families. In addition, a representative of the Steve Tshwete Local Municipality and one interested person also attended the meeting.

Significant matters arising included:

- Mr John Mokwana enquired whether Exxaro will compensate the families for the land on which their family graves are located, as they perceive this land as their property.
- Similarly, Mr Andries Mthweni requested clarity on how grave relocation could affect claims through the reopened land claims process.
- Digby Wells responded that landownership is not part of the current process, but that the issue would be raised with Exxaro. In addition, Digby Wells stated that grave relocation should never affect any claims, as the process should ensure accurate record of the original burial grounds.
- Ms Sarah Mahlangu stated that the Ngoma family would request their graves to be relocated to the Mhluzi cemetery in Middelburg.

Digby Wells provided feedback on matters arising from the previous meeting, with specific emphasis on the issues surrounding compensation and solatia. In summary, this included:



- Exxaro is currently involved in several grave relocation processes and realised that grave relocation may affect many people in many different places. This caused Exxaro to consider developing a relocation policy that will ensure fair treatment of all affected people. Although Exxaro has not yet finalised a policy, they requested Digby Wells to communicate to the NoK that Exxaro will not consider financial compensation, including solatia, in respect of grave relocation in future cases. Digby Wells explained that one of the reasons Exxaro will not consider cash compensation is to reduce the risk to families and Exxaro being accused of bribery or benefitting unfairly.
- However, Exxaro Arnot decided that because the issue of solatia had been included in the current consultation process from the beginning, Exxaro Arnot will provide a solatium of R 500.00 per grave. This notwithstanding, Exxaro Arnot will require that the solatia is defined as payment for something concrete, such as paying for incidental expenses incurred by the NoK, to ensure proper financial auditing by Exxaro, and avoid any accusations that Exxaro is paying, or NoK are receiving, bribes.
- Digby Wells stated that NoK are not expected to reach agreement or make any decisions regarding the proposed amount at the meeting.

Following the feedback, several issues concerning compensation and the solatia were raised and discussed. The comments made by NoK and responses by Digby Wells are summarised below.

- Mr Petrus Mthweni stated that his family still perceives that he and Mr Andries Mthweni will benefit financially.
- Digby Wells offered to meet the Mthweni family in Dennilton to explain that no cash compensation will be paid, and therefore no one will benefit financially.
- Mr Andries Mthweni stated that he has heard that other mining companies pay people for grave relocation, and questioned why Exxaro will not do the same.
- Digby Wells reiterated that 'compensation' as it applies to this project, includes all the entitlements to date agreed on in principle. However, Digby Wells is aware that many other mining companies follow a different approach where they pay families instead of procuring all the things that families require for grave relocation. The families are then required to make most arrangements themselves. The reason Exxaro will not pay cash compensation is to abide by best practice and ensure that grave relocation is done with respect for the families' cultures and beliefs. Digby Wells further stated that there are inherent and significant risks with this approach adopted by other developers and mining houses, including:
  - Determining the eligible beneficiary.
  - The manner in which payment is made, for example cash if the beneficiary does not have bank account.



- Ensuring that the family uses the funds for the appropriate purposes.
- Personal risk to the beneficiary, for example robbery and intimidation.
- Both Messrs John Mokwana and Andries Mthweni stated their dissatisfaction with the proposed R 500.00.
- Mr Andries Mthweni, however, also indicated that the solatia issue should not be discussed further and a date for relocation rather be discussed.
- Ms Sarah Mahlangu stated that the Ngoma family is satisfied with in-kind compensation, i.e. that Exxaro will procure all listed requirements.

The meeting concluded with all attendees agreeing in principle to all remedial actions, principles and entitlements contained in the DEF, with exception of the solatia. The NoK were requested to consider the solatia in discussion with their families, and provide their respective responses at the following meeting.



**Figure 8: Photographic evidence of NoK meeting, Beestepan School, 2 August 2014.**

## **5.6 NoK meeting, 16 August 2014**

The meeting was attended by representatives of four families, namely the Mthweni, Mokwana, and Ngoma families. In addition, a representative of the Steve Tshwete Local Municipality and one interested person also attended the meeting.

Digby Wells provided feedback on the issue raised at the previous meeting regarding the reopening of land claims, stating that Exxaro will abide by the rules, process and requirements of the Land Claims Commissioner in respect of any claims.

Digby Wells opened the discussion stating that ideally all families must reach agreement in principle, and requested each family to provide feedback regarding the solatia amount. The families responded as follows:



- Mr Andries Mthweni stated that his family is not satisfied with proposed solatia amount: their main concern is to relocate their graves. They will consider any issues in respect of claims and solatia later.
- Mr John Mokwana stated that his family is not satisfied with the proposed solatia amount: they insisted that the process ends until Exxaro proposes a higher amount.
- Ms Sarah Mahlangu stated that her family is not satisfied with the solatia amount: the family proposed an amount of R 3 000.00.

Digby Wells enquired whether, notwithstanding the solatia issue, they agree in principle to grave relocation. The NoK responded that, in principle they do agree and that the process and proposed entitlements are fair and equitable.

Digby Wells then requested the NoK to explain why they require the solatia amount. If it is a cultural requirement, then a case to increase the amount over and above the in-kind compensation can be put to Exxaro. However, it was put to the NoK that the solatia issue is difficult to understand given that Exxaro will cover costs for all customary practices, including things such as 'home-bringing ceremonies'. The NoK failed to indicate if solatium is a cultural requirement.

Mr John Mokwana responded that he sees the grave relocation and solatia as a 'political' issue. One of the Mokwana family graves dates to 1902; the family therefore believes that their ancestors have shares in the mineral wealth beneath them, and that the family should therefore benefit from the mining. He enquired how Exxaro would compensate them for the 'mineral loss' if the graves are relocated.

Attending NoK agreed in principle to both the CMP and GRP remedial actions, principles and entitlements contained in the DEF. The meeting concluded with a resolution that the consultation process will be "wound down" and that the necessary permit applications will be made. The resolution and agreed way forward is discussed in more detail in Section 7 below.



**Figure 9: Photographic evidence of NoK meeting, Beestepan School, 16 August 2014.**

### **5.7 NoK meeting, 27 September 2014**

The meeting was attended by representatives of the three families, namely the Mthweni, Mokwana, and Ngoma families. The applicable agreements were presented to the families. The agreements were presented and the bona fide NoK requested to sign. A site visit of the affected gravesites was undertaken and graves were identified by the NoK.



**Figure 10: Site visit to Mokwana grave on 27 September 2014. Mr Jan Mokwana is the man in the blue shirt.**



**Figure 11: Site visit to Ngoma gravesite, Ms Sarah Mahlangu at left.**

## 6 Entitlement Framework

The entitlements must be understood with reference to the definitions provided on

### 6.1 Introduction

The final EF is the result of NoK consultation and input during the course of the stakeholder engagement process (SEP), briefly summarised in Section 5 above. At each meeting, NoK were encouraged to participate in the decision-making process. The EF forms the basis of the Agreements attached as Appendix D.

The structure of this section is as follows:

1. Categories of affected graves are defined and described;
2. Agreed criteria regarding the eligibility of NoK for remedial action and assistance in terms of each category of grave;
3. A narrative description of each agreed remedial action;
4. Agreed principles in respect of remedial actions and entitlements to which NoK are entitled to, in tabular format indicating initial draft entitlements and final agreed entitlements.

The EF must be understood with reference to the definitions provided under Section 1 above.

## 6.2 Categories of Affected Graves

The categorisation of affected graves is required for the development of a comprehensive and detailed DEF. Three categories of affected graves were defined based on the manner in which burial grounds and graves will be impacted on, as follows:

- Category 1: Burial grounds and graves that are located on properties comprising the project area but will not be at direct physical risk due to project activities: these will therefore not be relocated, but will be conserved *in situ*. NoK will not be at unmanageable personal risk during visits to gravesites. NoK may, however, experience loss of *unrestricted* access to sites due to restrictions imposed on them by Exxaro – for example due to health and safety policies and considerations; and
- Category 2: Graves that will be at direct physical risk due to project activities and will therefore require relocations.
- Category 3: Graves without identified NoK will be relocated in their absence but in the presence of officials in accordance with NHA Regulations to established municipal cemeteries.

## 6.3 Eligibility

With regard to eligibility for remedial action and assistance, the following criteria are proposed:

- All *bona fide* NoK of Category 1 graves will be eligible for remedial action, including:
  - The opportunity to provide input into a CMP that will be submitted to the SAHRA BGG for approval;
  - Access to burial grounds and graves for the purposes of improvement, performance and presentation; and
  - Being timeously informed regarding any change to the existing status quo of conserved burial grounds and graves.
- *Bona fide* NoK of Category 2 graves will be eligible for remedial action, including:
  - In situ conservation of their gravesites for the duration of the permit application process and until such time as exhumation takes place; and
  - Exhumation and Re-establishment of graves.
- Gravesites for which NoK have not been identified will be:
  - Relocated to an established, registered municipal cemetery if there is any risk to the sites due to project activities, or if access will be restricted; or
  - Conserved *in situ* in accordance with the CMP if such sites will not be physically impacted on and access can be provided.

## 6.4 Remedial Actions, Principles and Entitlements

### 6.4.1 Consultation related to Entitlement

The NHRA and NHRA Regulations require that concerted effort is made i) to identify all possible stakeholders and NoK and, ii) to consult identified NoK regarding the future of affected burial grounds and graves. The purpose of this consultation process is to provide NoK with adequate information to enable them to make prior and informed decisions regarding the *in situ* conservation or relocation of graves, whichever may be the case.

The principles of the consultation process as a remedial action are listed in Table 6 below, including draft and agreed entitlements for which NoK are eligible.

**Table 6: Principles of the consultation process**

Remedial action principles	Draft Entitlement	Final Agreed Entitlement
Exxaro must ensure that all possible affected stakeholders are identified in respect of proposals regarding the future of burial grounds and graves.	Exxaro will ensure that <i>bona fide</i> NoK are identified and consulted with regard to the future of identified graves	Unchanged
Affected stakeholders may include landowners and relatives of the deceased.		
Exxaro must consider providing travel assistance to NoK to attend meetings.	Exxaro will collect and provide transport for stakeholders within a 50 km radius of the meeting venue.	Exxaro will collect and provide transport for NoK within a 150 km radius to enable NoK resident at Dennilton / Groblersdal to attend meetings.
Travel assistance must exclude cash reimbursements for any travel related expenses, including fuel, public		



Remedial action principles	Draft Entitlement	Final Agreed Entitlement
transport or air travel.		
NoK who cannot attend focus group meetings will need to elect and appoint representatives to act on their behalf.		

## 6.4.2 Category 1 graves

### 6.4.2.1 Plan for in situ management of graves

The NHRA affords burial grounds and graves general protection. The purpose of this remedial action is therefore to develop a CMP with the aim to provide a set of management principles that must be adhered where gravesites will remain *in situ* in the AMEP area. Such *in situ* conservation may be required either until grave relocation of specific sites become necessary or inevitable, or into perpetuity. Management of *in situ* conserved gravesites is a joint responsibility between Exxaro and NoK. However, the primary onus is on Exxaro as both landowner and developer. The CMP must be included into all operational plans, procedures and programmes established by Exxaro and should be reviewed at least every five years.

The principles of the CMP as a remedial action are listed in Table 7 below, including draft and agreed entitlements for which NoK and Exxaro are eligible.

**Table 7: Principles for in situ management plan of graves**

Remedial action principles	Draft Entitlement	Final Agreed Entitlement
A CMP must be drafted at the cost of the Applicant	Affected NoK and landowners will be entitled to provide input into the CMP through consultation to reach agreement with regard to the future conservation of gravesites.	Unchanged
A CMP must be an inclusive, participatory decision-making process with input from all affected persons, including NoK and landowners.		
The CMP must include agreements on the conservation, presentation and improvement of burial grounds and graves		

**6.4.2.2 Conservation of Burial Grounds and Graves**

To give further affect to the NHRA, Exxaro must ensure that burial grounds and graves are conserved *in situ*. Exxaro is therefore required to protect, maintain and preserve gravesites to ensure the sustainable use of these heritage resources to safeguard their cultural significance. This is especially important given that NoK will be unable to access gravesites unrestricted, as they will be located within the boundary of an operational mine.

The principles of *in situ* conservation are listed in Table 8 below, including draft and agreed entitlements for which NoK and Exxaro are eligible.

**Table 8: Principles for conservation of burial grounds and graves**

Remedial action principles	Draft Entitlement	Final Agreed Entitlement
Exxaro must protect and conserve burial grounds and graves that will remain <i>in situ</i> in the project area	Exxaro will ensure that the status quo of the burial grounds and graves are maintained throughout the life of the project.	Unchanged
	Exxaro will fence burial grounds and graves to safeguard sites against possible direct, physical damage.	Unchanged
	Exxaro will maintain sites through cleaning and periodic monitoring in lieu of unrestricted access by NoK.	Unchanged

**6.4.2.3 Access to Conserved Burial Grounds and Graves**

To give affect to the NHRA requirement to safeguard the cultural significance of burial grounds and graves through sustainable use, Exxaro must implement remedial action that will enable NoK to access their gravesites for living heritage purposes. However, taking into consideration that the gravesites will be located within an operational mining area, NoK will be obliged to adhere to Exxaro health and safety policies that are based on the Mine Health and Safety Act, 1996 (Act 29 of 1996) (MHSA).

The principles for access to *in situ* conserved gravesites are listed in Table 9 below, including draft and agreed entitlements for which NoK and Exxaro are eligible.

**Table 9: Principles for access to conserved burial grounds and graves**

Remedial action principles / comments	Draft Entitlement	Final Agreed Entitlement
Exxaro will acknowledge the right of NoK to access conserved burial grounds and graves to ensure sustainable use of the sites and safeguard their cultural significance	NoK will be entitled to access gravesites, within constraints that may be imposed by any health and safety policies, regulations and legislation.	NoK will be entitled to access their gravesites on condition that Exxaro is given advance notice of proposed site visits to enable necessary arrangements to be made.
	NoK will be entitled to improvement of their burial grounds and graves, within constraints that may be imposed by any health and safety policies, regulations and legislation.	
	NoK will be entitled to presentation of their burial grounds and graves, within constraints that may be imposed by any health and safety policies, regulations and legislation.	NoK will be entitled to access and improve gravesites, and presentation and performances at gravesites on condition that they do so under safety escort that will be arranged by Exxaro.
	NoK will be entitled to performances at their burial grounds and graves, within constraints that may be imposed by any health and safety	

Remedial action principles / comments	Draft Entitlement	Final Agreed Entitlement
	policies, regulations and legislation.	
Exxaro will have indemnity from any risk, injury, damage or other impact on NoK when visiting gravesites.	NoK will be entitled to access gravesites on condition that they indemnify Exxaro of any claims in the event of loss, injury, death or any other risk experienced by NoK when accessing graves.	NoK will be entitled to access gravesites on condition that they comply with Exxaro's standard operational procedures regarding visitor access to mine properties.
		NoK will be entitled to access gravesites on condition that they indemnify Exxaro of any incident that may result in injury or death of NoK as a result of pre-existing medical conditions, and that is unrelated to any activity for which Exxaro may be responsible, to reduce the risk to Exxaro with regard to incident reporting, investigation and possible temporary mine closure.
	NoK will be entitled to sign informed consent indemnifying Exxaro Arnot Coal of any loss, injury, death or any other risk experienced when visiting graves.	Exxaro will provide approved transport for, and escort NoK to gravesites.



#### 6.4.2.4 Improvement to Burial Grounds and Graves

A remedial action that is required to safeguard the cultural significance of burial grounds and graves is to enable NoK to improve gravesites. This may include the repair, restoration and rehabilitation of graves and the immediate surrounding space. Improvement to gravesites will be made at the cost of NoK, unless mining activities have changed the *status quo* of the sites.

The principles for improvement to *in situ* conserved gravesites are listed in Table 10 below, including draft and agreed entitlements for which NoK and Exxaro are eligible.

**Table 10: Principles for improvement of conserved burial grounds**

Remedial action principles	Draft Entitlement	Final Agreed Entitlement
Exxaro will allow NoK to repair, restore and rehabilitate burial grounds and graves	NoK will be entitled to improve the existing state of conserved burial grounds and graves, at their own cost	Unchanged, but refer to 6.4.2.3 above in terms of principles and entitlements regarding access.
	NoK will be entitled to being informed of any changes to burial grounds and graves as a result of project activities, or changes in ownership	Exxaro will draft status quo reports for every <i>in situ</i> burial ground and grave to monitor the condition of these sites throughout the operational lifespan of the mine, or until grave relocation is completed.
		NoK will be entitled to being informed of any changes to burial grounds and graves noted in monitoring reports, or changes in ownership.

Remedial action principles	Draft Entitlement	Final Agreed Entitlement
Exxaro will repair, restore and rehabilitate burial grounds and graves affected by project activities resulting from Exxaro's development	Exxaro will cover the costs of improvement to burial grounds and graves, in the event that project-related activities have resulted in damage to such sites.	Unchanged

#### **6.4.2.5 Presentation of Burial Grounds and Graves**

Presentation of burial grounds and graves is a required remedial action to enable the sustainable use and cultural significance of these sites. Presentation may include the placing of grave dressings, or the provision of access to, and performances at, gravesites as described under 6.4.2.3 above and 6.4.2.6 below.

The principles for presentation of *in situ* conserved gravesites are listed in Table 11 below, including draft and agreed entitlements for which NoK and Exxaro are eligible.

**Table 11: Principles for presentation of conserved burial grounds and graves**

Remedial action principles	Draft Entitlement	Final Agreed Entitlement
Exxaro will allow NoK presentation of / at the burial grounds and graves	NoK will be entitled to access their graves for the purposes of erecting new grave dressings	Unchanged, but refer to 6.4.2.3 above in terms of principles and entitlements regarding access.

Remedial action principles	Draft Entitlement	Final Agreed Entitlement
	NoK will be responsible for all costs associated with erecting new grave dressings	Unchanged.

#### **6.4.2.6 Performances at Burial Grounds and Graves**

Sustainable use of burial grounds and graves may require performing certain actions at sites associated with living heritage. This remedial action therefore gives effect to the NHRA requirement to safeguard the cultural significance of gravesites.

The principles for performances at *in situ* conserved gravesites are listed in Table 12 below, including draft and agreed entitlements for which NoK and Exxaro are eligible.

**Table 12: Principles for performances at conserved burial grounds and graves**

Remedial action principles	Draft Entitlement	Final Agreed Entitlement
Exxaro will acknowledge the right of NoK to express their living heritage	NoK will be entitled to performing actions associated with living heritage at graves.	Unchanged, but refer to 6.4.2.3 above in terms of principles and entitlements regarding access.
	NoK will be responsible for all costs associated with performances.	Unchanged.

#### 6.4.2.7 Recompense for in situ Conservation

Provided that all remedial actions referred to above are considered and implemented, no financial or other recompense will be paid to NoK whose gravesites will be conserved *in situ*.

The principles for performances at *in situ* conserved gravesites are listed in Table 13 below, including draft and agreed entitlements for which NoK and Exxaro are eligible.

**Table 13: Principles for recompense for conserved burial grounds and graves**

Remedial action principles	Draft Entitlement	Final Agreed Entitlement
Exxaro will not compensate NoK whose burial grounds and graves are conserved <i>in situ</i> .	NoK will not be entitled to any recompense in the form of solatia or otherwise for the conservation of graves	Unchanged, but refer to 6.4.2.4 above regarding entitlements related to mining activity causing changes to <i>status quo</i> of gravesites.

### 6.4.3 Category 2 Graves

#### 6.4.3.1 Relocation of Graves

Section 36(5) and regulation 40 of the NHRA requires as a remedial action consultation with NoK. The purpose of this remedial action is, therefore, to develop a GRP based on a set of agreed principles to be adhered to when relocating graves. NoK are entitled and encouraged to participate in the decision-making process to reach agreements regarding the relocating process. This extends to NoK being provided with all relevant information to enable them to give prior and informed consent to grave relocation.

Graves may require relocation if:

- Gravesites are at direct risk of destruction or damage due to development related activities;
- There are significant risks to NoK and / or graves should the graves remain *in situ*;
- NoK specifically requests relocation during consultation.

The principles for relocation of graves are listed in Table 14 below, including draft and agreed entitlements for which NoK and Exxaro are eligible.

**Table 14: Principles for grave relocation**

Remedial action principles	Draft Entitlement	Final Agreed Entitlement
Exxaro will cover the costs of exhuming, relocating and re-interring the contents of graves	Exxaro will implement a grave relocation process in accordance with applicable legislation.	Unchanged.
	Exxaro will appoint a qualified and registered archaeologist to manage the grave relocation process.	Unchanged.
	Exxaro will cover the cost to engage a registered funeral undertaker to exhume, transport and re-inter the contents of graves under supervision of a qualified archaeologist.	Unchanged.



Remedial action principles	Draft Entitlement	Final Agreed Entitlement
Exxaro will cover the costs to identify and consult NoK regarding proposals to relocate graves	NoK will be entitled to participate in the decision-making process in order to reach agreements regarding relocating graves	Unchanged.
	NoK will be entitled to provide informed consent prior to exhuming the contents of graves	Unchanged.

#### **6.4.3.2 Re-establishment of Graves**

Section 36(4) and regulations 34(2)(i), 35(c), and 40(2) of the NHRA requires as a remedial action agreement with NoK regarding the exhumation and re-internment of the contents of graves. The purpose of this remedial action is, therefore, to reach agreements with NoK regarding the exhumation and re-internment of their graves.

The principles for re-establishment of relocated graves are listed in Table 15 below, including draft and agreed entitlements for which NoK and Exxaro are eligible.

**Table 15: Principles for re-establishment of relocated graves**

Remedial action principles	Draft Entitlement	Final Agreed Entitlement
Exxaro will cover all costs for the establishment of new graves.	NoK will be entitled to have the contents of their graves re-interred in new grave plots in established cemeteries of their choice, within	Unchanged.

Remedial action principles	Draft Entitlement	Final Agreed Entitlement
	reason and relevant legal frameworks.	
	Exxaro will cover costs associated with the procurement and registration of new grave plots	Unchanged.
Exxaro will cover costs for improvement and presentation of new grave sites after re-interment.	NoK will be entitled to the removal of existing commercial or artisan dressings, such as granite headstones, and re-erected at the new gravesite, with the provision that cemetery regulations make allowance for such dressings.	Unchanged.
	NoK will be entitled to the have non-commercial or non-artisan dressings such as brick-and-mortar dressings, replaced at the new gravesite with commercial grave dressings of similar costs.	Unchanged.
	NoK will be entitled to grave markers at the new grave where existing grave dressings comprised only stone-packed cairns or were absent.	Removed, all NoK entitled to standard grave dressings.
	Exxaro will repair or replace grave dressings damaged as a result of relocation	Unchanged.
	Exxaro will replace grave dressings disallowed	Unchanged.

Remedial action principles	Draft Entitlement	Final Agreed Entitlement
	in new cemetery due to cemetery regulations with minimum acceptable dressing	
Exxaro will ensure that new grave sites are registered in the names of the <i>bona fide</i> NoK	NoK will be responsible for costs of improvement and presentation of new grave sites after re-establishment	Exxaro will not be responsible for the maintenance, repair, or any other action, after graves have been re-established at new locations.
		NoK will be responsible for costs of improvement and presentation of new grave sites after re-establishment, without any claims or recourse to Exxaro.
Exxaro will acknowledge the right of NoK to express their living heritage in respect of burial grounds and graves, and cover reasonable costs associated with once-off performances that may be associated with such living heritage.	NoK will be entitled to expressing their living heritage	Unchanged.
	Logistical arrangements and needs will be determined and agreed on in consultation with NoK	Unchanged, but refer to Appendix D: List of NoK Requirements.
	Exxaro will cover expenses associated with logistical arrangements and physical needs of NoK in order to express their living heritage	NoK will not be paid any funds related to arrangements and physical needs required for any customary ceremonies and rituals.  Exxaro will, in lieu of any cash payment, cover

Remedial action principles	Draft Entitlement	Final Agreed Entitlement
		expenses associated with logistical arrangements and procure agreed on items required by NoK to express their living heritage.

### 6.4.3.3 Solatia

Solatia or any other form of cash compensation is not required in terms of any Act or Regulation governing grave relocation. However, precedents have been set in many other projects in the region where the developer had paid cash compensation directly to NoK instead of assuming responsibility for the procurement and provision of NoK requirements. This may have created expectations by communities that they will benefit financially from grave relocation.

Solatia in relation to grave relocation refers to an acknowledgement that grave relocation may cause inconvenience and a sense of loss. Given that Exxaro will compensate affected NoK in-kind through the procurement and provision of their listed requirements, the offer of solatia had been included as an additional item in the consultation process from the start. Exxaro offered an amount of R 500.00 per grave to the NoK. This was, however, rejected by three of the four affected families. As a result, no entitlements with regard to solatia were agreed on and this remedial action was excluded from the final Agreements (See Appendix D).

**Table 16: Principles for solatia**

Remedial action principles	Draft Entitlement	Final Agreed Entitlement
Exxaro acknowledge that grave relocation may result in perceptions of loss and	Exxaro will acknowledge the inconvenience and possible loss experienced by NoK as a financial	No agreement reached; refer to 5 above and 7

Remedial action principles	Draft Entitlement	Final Agreed Entitlement
inconvenience and loss experienced	token.	below.
NoK will not receive any additional payment, other than recompense in the form of a solatium, for attending meetings or giving consent.	Only <i>bona fide</i> NoK as defined under Section 3 of the Exhumations Ordinance will be entitled to receiving solatia, i.e. only the single, closest living relative will be eligible.	
Beneficiaries of solatia will be NoK defined in accordance with the MCCEBA, i.e. the closest relative of the deceased. This means that only one closest living relative will receive solatia.		

#### 6.4.4 Category 3 Graves

Exxaro agreed to the following remedial actions, principles and entitlements with regard to graves of which no NoK were identified.

**Table 17: Principles for graves with unidentified NoK**

Remedial action	Remedial action principles	Entitlement
Relocation of graves	Exxaro will cover the costs of exhuming, relocating and re-interring the contents of	Exxaro will implement a grave relocation process in accordance with applicable legislation



Remedial action	Remedial action principles	Entitlement
	graves	<p>Exxaro will appoint a qualified and registered archaeologist to manage the grave relocation process</p> <p>Exxaro will cover the cost to engage a registered funeral undertaker to exhume, transport and re-inter the contents of graves under supervision of a qualified archaeologist</p>
Re-establishment of graves	Exxaro will cover all costs for the establishment of new graves.	<p>Exxaro will cover costs associated with the procurement and registration of new grave plots in the nearest municipal cemetery</p> <p>Exxaro will remove and re-erect existing commercial or artisan dressings, such as granite headstones, and re-erected at the new gravesite, with the provision that cemetery regulations make allowance for such dressings.</p>
	Exxaro will cover costs for improvement and presentation of new grave sites after re-interment.	Exxaro will provide grave markers at the new grave where existing grave dressings did not comprise commercial or artisan dressings. Grave markers will indicate the grave number, origin and date of relocation of the grave.
		Exxaro will repair or replace grave dressings damaged as a result of relocation
		Exxaro will replace grave dressings disallowed in new cemetery due to cemetery regulations with minimum acceptable dressing

## 7 Agreement

### 7.1 Summary of Consultation Process

The results of NoK consultation discussed in Section 5 above are summarised as follows:

- In principle, all NoK agreed to the remedial actions, principles and entitlements presented and discussed at each of the five meetings held, with the exception of the issue relating to solatia.
- The Rossouw family had already given consent and listed their requirements on 7 June 2014.
- The Mthweni family stated that they agree to relocation and that the solatia issue must be ignored to enable the process to continue.
- The Mokwana family stated that they agree to *in situ* conservation of their family graves consultation, and reject any relocation because of the solatia.
- The Ngoma family requested R 3 000.00 solatia, but agreed to relocation, stating that the solatia issue be discussed at a later stage, to ensure that the relocation can go ahead.

### 7.2 Proposed Resolutions and Way Forward

Digby Wells proposed the following:

- All records of consultation, including comments and responses, will be collated into a permit application report (this report).
- The final agreed entitlements between NoK and Exxaro, as captured in the minutes (attached as Appendix C), will be formalised into the EF presented in this report.
- The EF will inform the Agreements between the NoK and Exxaro in accordance with Section 36(5)(b) and Regulations 34(3)(j)(ii), 40(1) and (2) of the NRHA. Two agreements will be drafted:
  - A generic agreement wherein all NoK and Exxaro agree to the principles set out in the EF, irrespective of whether graves will be relocated.
  - Specific agreements between the respective NoK and Exxaro regarding the future of graves.
  - The Mthweni, Ngoma and Rossouw families will be requested to sign agreements as it pertains to grave relocation.
  - The Mokwana family will be requested to sign an agreement as it pertains to *in situ* conservation of their graves.
- The attending NoK agreed that all graves will be included in permit applications, which will include the signed agreements as it pertains to each family. The Mokwana family

further agreed that SAHRA and the applicable provincial and local authorities will make the final decision regarding their graves.

- All attending NoK agreed with the proposed way forward.

### 7.3 Post-consultation Issues

Following the final NoK meeting held on 27 September 2014, an impasse exists with regard to the Mokwana family who refused to sign both the General and NoK Agreement. This refusal is irrespective of earlier agreements in principle by the attending NoK, as recorded in the minutes attached as Appendix C and digital voice recordings of each meeting.

The matter is therefore referred to the SAHRA BGG for resolution according to Regulation 40(3) of the NHRA Regulations. All records of consultation and comments of all parties are attached as Appendices.

## 8 Conclusion

The AMEP will impact on seven identified burial grounds that comprise at least 15 graves. Four affected families were identified and consulted in accordance with procedures encapsulated in the NRHA and associated Regulations.

The **consultation process enabled 10 of the 15 graves to be identified** and associated with the Mokwana, Mthweni, Ngoma and Rossouw families respectively. The majority of the deceased were buried more than 60 years ago. For the purpose of this project, the unidentified deceased are also assumed to have been buried more than 60 years ago, based on the average dates of the other graves present in the project area. The Ngoma family graves are the exception, as they date from 2004 to 2010. However, to ensure fair and equitable agreements, the Ngoma family was included in the NHRA process, even though their graves are, arguably, not protected in terms of the Act.

This process resulted in agreements reached between the NoK and Exxaro, summarised in this report and presented in the relevant appendices. The **Mthweni, Ngoma and Rossouw families all consented to grave relocation**. The Mthweni graves will be relocated to Dennilton in Limpopo, and the Ngoma and Rossouw graves respectively to the Mhluzi and Fontein Cemeteries in Middelburg, Mpumalanga. All the unknown graves will be exhumed and relocated to the Mhluzi Cemetery in Middelburg. The **Mokwana family did not agree to grave relocation; instead agreement was reached on *in situ* conservation** of the grave of April Leshoka Mokwana. However, it must be noted that the Mokwana family was informed of the risks if this grave is left *in situ*. They agreed that should a directive be issued by any competent authority, or if the continued preservation of their grave cannot be feasibly guaranteed, they will need to agree to relocation.

**Exxaro agreed to cover the costs associated with relocation**, including procurement of the listed requirements provided by the Mthweni, Ngoma and Rossouw families. **Exxaro also agreed to *in situ* conservation of the Mokwana grave** as far as it will remain feasible

and without risk to do so. The Mokwana family, however, refused to sign the General and NoK Agreements subsequent to the final meeting held on 27 September 2014.

*Digby Wells is of the opinion that **this family's grave will be at immediate physical risk** once opencast mining operation commences. In addition, **access to the grave will be severely restricted** given its location in relation to the opencast pit, pan and mine boundary. This will inevitably **result in a degradation of the cultural significance** of the grave.*

*As such, the **grave should be relocated in terms of the principles contained in the Entitlement Framework** presented in this report, and formalised in the General Agreements and NoK Agreements in respect of grave relocation. Considering the last minute refusal by the Mokwana family to accept any of the agreements, **Digby Wells therefore refers this matter to the SAHRA BGG** in accordance with Regulation 40(3) of the NHRA Regulations.*

The families whose graves will be relocated will be notified of the dates on which the exhumation will take place after all applicable permits have been issued. The **families will be provided with the opportunity to express their living heritage** prior to exhumation taking place on dates that will be agreed on between them and Exxaro.

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## 9 References

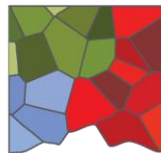
IFC. 2002. *Handbook for Preparing a Resettlement Action Plan*. The International Finance Corporation: Washington, DC.

Pistorius, JCC. 2011. *A Phase I Heritage Impact Assessment (HIA) Study for the Consolidated Environmental Management Programme (Consolidated EMPR) for Arnot Coal on the Eastern Highveld in the Mpumalanga Province*. Unpublished report prepared for Golder Associates Africa (Pty) Ltd and Exxaro Arnot Coal.

SAHRA. 2013. *Burial Grounds and Graves (BGG) unit draft Guidelines to Burial Grounds and Graves Permitting Policy*. The South African Heritage Resources Agency Burial Grounds and Graves unit: Pretoria.



## Appendix A: Copy of Background Information Document



DIGBY WELLS  
ENVIRONMENTAL

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## BACKGROUND INFORMATION DOCUMENT

### FOR THE PROPOSED ARNOT MOOIFONTEIN MINE EXPANSION PROJECT GRAVE RELOCATION PROCESS

---

**Project Number:**

EXX 2589

**Prepared for:**

Exxaro Coal (Pty) Ltd

**For any project related information contact:**

Digby Wells Environmental – Stakeholder Engagement Office

Tel: (011) 789 9495 or Fax: 011 789 9495

Email: [natasha.higgitt@digbywells.com](mailto:natasha.higgitt@digbywells.com)

Website: [www.digbywells.com](http://www.digbywells.com) under Public Documents

**SAHRA Reference Number: 4911**





Exxaro Arnot Coal has appointed Digby Wells to undertake a Grave Relocation Process of graves that will be affected by the Arnot Mooifontein Opencast Mine Expansion Project. Exxaro will mine portions 1, 7 and Remainder of the farm Mooifontein 448 JS using opencast mining methods.

A Heritage Impact Assessment was conducted in 2010 where several graves were identified and recommendations were made that a Grave Relocation Process be implemented. The HIA report was submitted to the South African Heritage Resources Agency (SAHRA) and the Mpumalanga Provincial Heritage Resources Authority (MPRHA).

SAHRA indicated that the Agency had no objection to the relocation of graves that will be impacted on by the mine but that the recognised legal process must be followed.

## 1.1 Legal Framework

The GRPr will be undertaken within the following legal framework:

- National Heritage Resources Act, 1999 (Act 25 of 1999) (NHRA) section 36;
- NHRA Regulations 33 to 35 and 38 to 40;
- National Health Act, 2003 (Act No. 61 of 2003) (NHA);
- NHA Regulations 26 to 28;
- Mpumalanga Cemeteries, Crematoria and Exhumation of Bodies Act, 2005 (Act No. 8 of 2005) (MCCEBA); and
- Applicable municipal bylaws.

## 2 PROJECT DESCRIPTION AND LOCALITY

The purpose of the Grave Relocation Process will be to identify and consult with family and persons, who by tradition may have interests in the graves, in order to obtain permission from these people for the exhumation, relocation and reburial of the deceased. This is needed in order to apply for all relevant exhumation permits in terms of the Acts and Regulations listed above.

The Grave Relocation has three main steps:

- Step 1: Stakeholder Engagement Process (SEP);
- Step 2: Authorisation; and
- Step 3: Implementation.

Step 1 will include consultation with the family of the dead during a 60 day notice period

Step 2 a permit will be requested from the SAHRA Burial Grounds and Graves unit. Permission will also be asked from the Mpumalanga Departmental of Health and Social Development and the Steve Tshwete Local Municipality.

Step 3 will be the physical relocation of the graves.



## 2.1 Project Locality

Exxaro Arnot Coal is approximately 43 km by road from Middelburg, 65 km from Carolina and approximately 25 km from Hendrina in the Mpumalanga Province. The burial grounds and graves that will be impacted on by the mine expansion are located on portions 1 and 7 of Mooifontein 488 JS and indicated in Figure 1. A provisional register of identified deceased based on information visible on the graves is provided in Table 2-1.

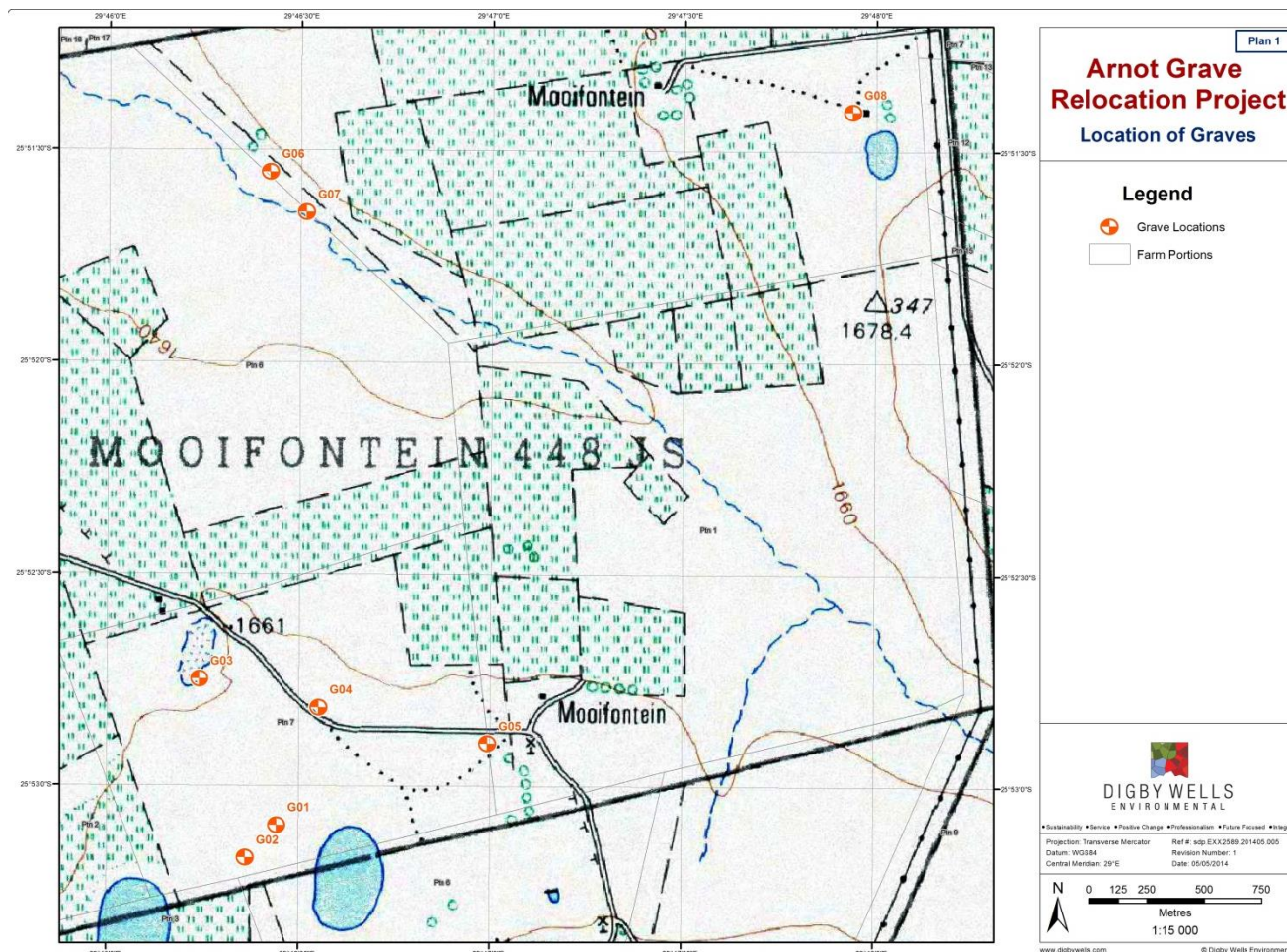


Figure 1: Map of AMEP area and identified burial grounds and graves

Table 2-1: Identified deceased within the AMEP area

Site Number	Grave Number	Deceased	Dates
G 02	107	Anna M. H. Rossouw	b. Jun. 1917, d. 28 Feb. 1920
G 02	100	Hannes L. A. Rossouw	b. 19 Jul. 1928, d. 4 Jun. 1929



G 03	106	April Leshoka Mokwana	d. 1902
G 05	102	Frans Pieter Rossouw	b. 10 Jul. 1893, d. 12 Dec. 1962
G 05	104	Johannes L. A. Rossouw	b. 30 Sep. 1936, d. 5 Jun. 1944
G 08	353	Sesi Martha Ngoma	b. 4 Dec. 1967, d. 15 Nov. 2010
G 10	350	Toerkie Motshoene	n.d.
G 10	359	Andries Motshoene	d. 1945

### 3 STAKEHOLDER ENGAGEMENT PROCESS

The stakeholder engagement process is an important part of the Grave Relocation Process and gives the family of the deceased the chance of taking part in making decisions about the graves which are affected. The purpose of the stakeholder engagement process has two parts:

1. Identification of family of the dead; and
2. Consulting with the family to reach agreements regarding the future of the graves.

The stakeholder engagement process will provide the family with an opportunity to participate in an important and positive manner by providing a way for the family to raise issues, comments and concerns about the Grave Relocation process.

The first meeting will be organised where the families will be invited to take part in the project. At this meeting a Draft Entitlement Framework (DEF) will be presented for discussion. The Draft Entitlement Framework will form the basis for consultation and agreements reached between the families and Arnot Coal.

Family and people who by tradition have interests in the graves can provide comments by:

- Submitting written comment to Digby Wells via post, email or fax;
- Calling the Digby Wells Public Participation Office; and
- Completing the Comment Sheet enclosed.

The Grave Relocation process is dependent on full participation by the families of the deceased and we therefore request and thank you for your help in the process.





## REGISTRATION AND COMMENT FORM

### Exxaro Coal (Pty) Ltd (Exxaro) proposed AMEP GRPr

Please complete this form and return it to the contact person provided, to ensure that you are registered as an Interested and Affected Party by no later than 1 August 2014. The form also gives you the opportunity to make comments regarding the project. Additional pages may be attached, should this be required.

I, \_\_\_\_\_ hereby confirm that I have by tradition *bona fide* interests in burial grounds and/or graves located in the Mooifontein Project Area.

Interest in burial grounds and/or graves (tick one or more as appropriate):			
1.	<input type="checkbox"/> Bona fide next-of-kin of deceased (indicate relationship below)		
	<input type="checkbox"/> Grandparent	<input type="checkbox"/> Child	<input type="checkbox"/> Aunt / uncle
	<input type="checkbox"/> Parent	<input type="checkbox"/> Brother/sister	<input type="checkbox"/> Cousin
	<input type="checkbox"/> Spouse	<input type="checkbox"/> Grandchild	<input type="checkbox"/> Niece / nephew
2.	<input type="checkbox"/> Bona fide representative of next-of-kin of the deceased		
3.	<input type="checkbox"/> Landowner on whose property burial grounds and/or graves are located (indicate type of landowner below)		
	<input type="checkbox"/> Private	<input type="checkbox"/> Commercial / industrial	<input type="checkbox"/> Government / Traditional / municipal/
4.	<input type="checkbox"/> Tenant/occupier of land on which burial grounds and/or graves are located (indicate type of tenant/occupier)		
	<input type="checkbox"/> Formal tenant	<input type="checkbox"/> Informal occupier	<input type="checkbox"/> Labourer/worker/contractor
Details of the burial grounds and/or graves:			
Number of burial grounds / graves known to me:			
Approximate age of burial grounds / graves:		<input type="checkbox"/> younger than 60 years, i.e. after 1954	
		<input type="checkbox"/> older than 60 years, i.e. before 1954	
Details of next-of-kin (include additional details on separate sheet of paper):			
Name:		Contact no:	
I confirm my intent to register as a <i>bona fide</i> Interested and Affected Party in relation to the above mentioned burial grounds and/or graves. I may be contacted as per the details provided below:			
Contact number/s:		Email address:	
Physical address:		Postal address:	
Preferred method of communication:		<input type="checkbox"/> SMS <input type="checkbox"/> Email <input type="checkbox"/> Telephone <input type="checkbox"/> Post	

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 2013 at \_\_\_\_\_.

Signature: \_\_\_\_\_



## **Appendix B: Copies of Press Advertisements, Site Notices & Letter of Invitation**



**classifieds**

R11 030-M/Park  
3bedr,2bathr,2gara  
R17824-D/Park  
4bedr,2bathr,2gara,2c/poort

Fully furnished houses, town houses and flats available

**SEEFF PROPERTIES**  
013 690 2945  
082 692 9763

**4 SLAAPKAMER HUIS**  
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R7 500p.m.  
Sleuteldeur.  
Onmiddellik beskikbaar.  
KONTAK 073 795 0177  
SR073785

**3 SPLK HUIS**  
Eric Rosenthal 9,  
Duvhaphan. Geen munisipale aansluiting. Pre-paid meter. Geen honde. Onmid. beskikbaar. Eienaar hou tuin instand.  
Frikkie 082 874 4878  
SR073410

**TO RENT**  
Flats, Die Heuwel, 2Bedr, 1Bathr, Carports from R6500.00  
Townhouse, Reyno Ridge, 3Bedr, 2Bathr, carports R8800.00  
House Duvha Park, 3Bedr, 2Bathr, Carport R6820.00  
Townhouse, Kayalamb on Gordon, 3Bedr, 2Bathr, 2Garage R8360.00  
Flat, Reyno Ridge, 2Bedr, 1Bathr, carport - ONLY LONG CONTRACT R6000.00

**CORRIE 082 314 2956**  
VP013950

**SOUTH EAST PROPERTIES**  
OFFICE: 013-656-1628  
JULIE 082 921 8655  
1. Reyno Ridge - R14000-00 All that you need in - 4 bed, 3 bath, study, 6 living areas, big closed garden and swimmingpool, 2 garage, build in braai  
2. Hoevel Park - R13000-00 All that you need in - 4 bed, 2 bath, 3 living areas, big closed garden and swimmingpool, 2 garage, Lapa

3.R6700 p.m. Model Park - 3 bed, 2 bath, 1 gar, open plan, big stand  
4.R7200 p.m. Model Park - 3 slaap, 2 bad, 2 gar, groot oopplan met ruim erf  
5.Extension 8 - R7400-00 3 bed, 1 bath, kombuis, dubbel garage, big yard  
VP013959

**2 SLAAPKAMER**  
1 Back "Loghome" te huur. Elektries onreim. Water ingesluit. 7Km buite W/b op Ou Witbank/ Middelburg pad. Eskom krag uitgesluit.  
Beskikbaar 1 Junie. R5000 p.m + dep van R5000.  
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MD025949

**SPACIOUS 4 BEDROOM**  
Family home to rent. Large kitchen, lounge, dining room, enclosed patio and 3 Garages. Reyno Ridge. Ext 4. To view contact  
Sheila 082 372 2775  
Robyn 082 920 7069  
MD025938

**SPACIOUS ROOM FOR RENTAL**  
Kwa-Guqa Ext 4  
1 bathrooms with bath and Shower  
Rental: R 800/mth  
Available immediately  
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082 959 3698 / 082 850 3841  
VS010710

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072 191 4530  
013 656 4842  
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11Km buite Witbank op Ou Ogies pad (Blackhill) R4500p.m. Water & Ligte ingesluit. Deposito R4500  
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082 215 9656  
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Spacious with new kitchen Built in cupboards  
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SF027717

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R5 900. W&L uitgesluit. Deposito R6 500.  
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Total 220m². Ideal for industrial products, e.g. pumps auto repairs etc.  
Great exposure. Available 1 June. Corner of Voortrekker & Christiaan de Wet. R7950 excl VAT & Elect.  
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With offices and facilities  
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350m² - R12 950  
400m² - R13 750  
Next to Eskom, VAT Excl.  
350m² - R8 000  
PRIVATE RENTAL  
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**WITBANK PROPERTY MANAGEMENT CONTACT MARK / SABELLO**  
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1. KLIPFONTEIN  
1.1 Workshop ± 30m @ R5 200 p/m + VAT  
1.2 Workshop & 2 offices ± 110m @ R9 900 p/m + VAT  
2. VANDYKS DRIF  
Contractors Hostel for 120

people @ R60 000 p/m (excl. VAT)  
**3. FERROBANK**  
Yard ± 17500m and Work shop / offices. Ideal for trucking company or Brick manufacturing company @ R25 000 p/m excl. VAT  
**4. ETEMOL STREET**  
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**EZAMASHENGE PROPERTY INVESTMENT**  
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0136564162/0763138563  
VP013911

**WITBANK PROPERTY MANAGEMENT CONTACT MARK / SABELLO**  
013 656 2267/8  
1. M & B CENTRE/ 16 MANDELA STR. OFFICES /SHOPS  
1.1. 181m² @ R13 500 p/m excl. VAT  
1.2 Fully equipped. Restaurant equipment for sale R313 000  
2. OPPERMAN STREET BEHIND PICK 'N PAY  
Shop ± 120m² @ R5 900 p/m excl. VAT  
3. OR THAMBO STREET  
Office ± 66m² @ R5 250 p/m excl. VAT  
4. CNR FRENCH & BEATTY ST  
OFFICE +80m² @ R8 800 p/m excl. VAT plus OperCosts  
5. FRUIT & VEG CITY  
Shop + 200m² @ R27 000p /m excl. VAT  
6. JELLCOLLE STREET +300m² @ R13 800 p/mexcl. VAT  
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3 Kantore + kombuis en toilet te huur. R7000 Water en ligte ingesluit.  
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1 X Lockable office  
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1 X Storage room, Open Plan kitchen/storeroom, 1 X Restroom.  
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Fax: 013 243 3405  
SR073889

**TE HUUR**  
Tweede handse motor lokaal. Binnekort beskikbaar. Groot - 180kv meter. Ligging: Op hoek van Tin Cups, Live lounge, swartbosweg. Navrae  
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**OFFICES TO RENT OR TAMBO/ MANDELA.**  
Absolutely clean, neat, very secure. Must view to appreciate. Various offices. Starting from R7000 excl VAT.  
Owner: 083 469 4374  
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•Office - Financial Square - R2900 + vat + electricity + 40 squares - save and secure  
•Offices - R12 000 plus Vat: Die Heuwel: 1800 vierkant meter bo en onder baie luuks - plus 50 vierkant meter werkswinkel met eie badk en kombuis en 5 adakke.  
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**SOUTH EAST PROPERTIES SHANI: 084 754 0962**  
Next to Jacks Paint in +OR Tambo street  
350m² ± R13 000-00 + VAT + electricity  
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**TE HUUR**  
Tweede handse motor lokaal. Binnekort beskikbaar. Groot - 180kv meter. Ligging: Op hoek van Tin Cups, Live lounge, swartbosweg. Navrae  
013 656 5703  
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**110 MANDELA**  
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3. 57M² - R4 845  
4. 81M² - R6 927  
5. 130M² - R10 400  
6. 170M² - R14 450  
OLD MUTUAL CDB  
Small & large offices available  
1. 14m² - R1 120  
2. 30m² - R2 400  
3. 60m² - R4 200  
Excl. W&E + VAT  
PRIVATE RENTAL  
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072 247 5406  
SR073800

**TE HUUR**  
Tweede handse motor lokaal. Binnekort beskikbaar. Groot - 180kv meter. Ligging: Op hoek van Tin Cups, Live lounge, swartbosweg. Navrae  
013 656 5703  
VS010778

**2 HARTEBEE REYNO RIDGE EXT 4**  
3x Spacious offices  
1x Boardroom  
Reception area  
Kitchen, bathroom, carport, electric fence and electric gate. Office available immediately  
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MD026144

**4 OFFICES**  
Including filing room  
1x 60 sq storeroom, 8 Opperman Street Klipfontein X8  
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**MEENTHUIS / HUISE**  
Uiters goeie waarde vir geld eiendom te huur. 1 slaapkamer, 2 slaapkamer en 3 slaapkamer in verskillende gebiede in Witbank. Bespaar agente kommissie. Huur direk van eienaar. Kantoor ure 8H00-16H00.  
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**3 SLAAPKAMER MEENTHUIS**  
Met en garage & adak. Binne in kompleks naby skole te huur. (Del Judor) Baie netjies. Beskikbaar 1 Junie. R6500 p.m. + dep.  
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VS010800

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Anne-mari: 082 788 7686  
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**HOUSE TO RENT HIGHVELD PARK**  
3 Bedroom, 2 bathroom, double garage, double carport. R7900 p.m. Prepaid electricity. Pet friendly. Available immediately.  
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**NUWE MEENTHUIS TE HUUR**  
Ruim 2Slaapkamer, oopplan, veilig, pre-paid meter, Dep R5000. Huur R5500p.m. Onmiddellik Beskikbaar.  
Tel: 071 611 9800  
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**TO RENT**  
Delx4 - Very spacious 3Bedr, 2 Bathr, 3Livingareas, 2Garages, 2Carports, Big Garden, Popular complex. Very safe. Avail Immed. R8000 P.M.  
Alida 082 339 7398  
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**2 BEDROOM TOWNHOUSE**  
For rent. Available from 1 June 2014. Very neat with blinds & separate metering. R4000 p.m. (Dep R4000) Double carport. (No pets)  
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**2SLK, MEENTHUIS**  
Beskikbaar vanaf 1 Junie 2014. R4500p.m. Deposito R5000. W&L uitgesluit. Toesluit motorhuis en afstand hand kontrole. Geen honde en katte.  
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**0540 Wanted**  
**ENKEL PERSOON**  
Soek bekostigbare kamer /woning. Sober gewoontes. Veilige parkeering, maklik toegangbaar.  
Corlia: 082 801 6188  
VS010783

**0600 PROPERTY FOR SALE**

**GRAVE RELOCATION PROCESS FOR THE PROPOSED ARNOT MOOIFONTEIN EXPANSION PROJECT STEVE TSHWETE LOCAL MUNICIPALITY, MPUMALANGA PROVINCE, SOUTH AFRICA**

Exxaro Arnot Coal (Exxaro) is proposing to expand their current Mooifontein open cast mining operations – known as the Arnot Mooifontein Expansion Project (AMEP) – in the Steve Tshwete Local Municipality, Mpumalanga Province, South Africa. The proposed project is to be located north of the Exxaro Arnot Colliery, Belfast, Carolina, Hendrina and Middelburg are the closest towns to the project. Digby Wells has been appointed by Exxaro Arnot Coal to undertake a Grave Relocation Process (GRP) in the AMEP area in terms of section 36 of the National Heritage Resources Act, 1999 (Act No. 25 of 1999), NHRA Regulations, 1999 and the National Health Act (NHA) Regulations, 2013, as well as all applicable local bylaws and regulations.

Notice is hereby given that Digby Wells will be undertaking the following:

• Next-of-kin (NoK) meeting/s • Grave Relocation	The following deceased have been identified:																																				
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**CLOSING DATE FOR COMMENTS WILL BE ON 1 AUGUST 2014.**

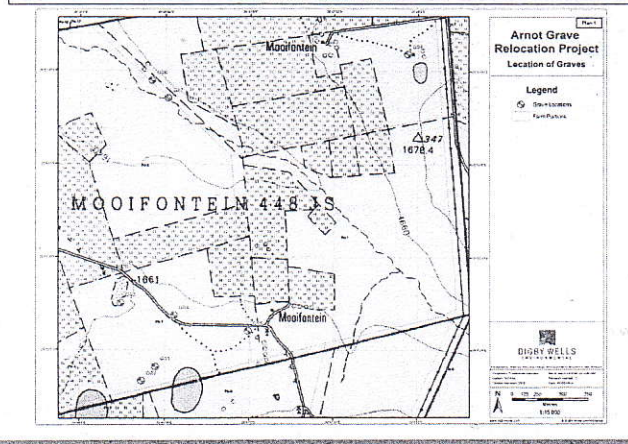
**YOUR ARE INVITED TO ATTEND A CLARIFICATION NEXT OF KIN MEETING AS FOLLOWS:**

Date and time: 7 June 2014, 10h00  
Venue: The Corn and Cob

To register as a NOK or to request a copy of the Background Information Document, please contact:

**Ms. Natasha Higgett**  
Digby Wells Environmental  
Private Bag X10046, Randburg, 2125  
Tel: 011 789 9495 Fax (011) 789 9498  
Email: Natasha.higgett@digbywells.com

**Musa Mokoena**  
Exxaro Arnot Coal  
Private Bag X3, Rietkull, 1097  
Tel: 013 297 8092 Fax: 013 297 8007  
Email: Musa.mokoena@exxaro.com



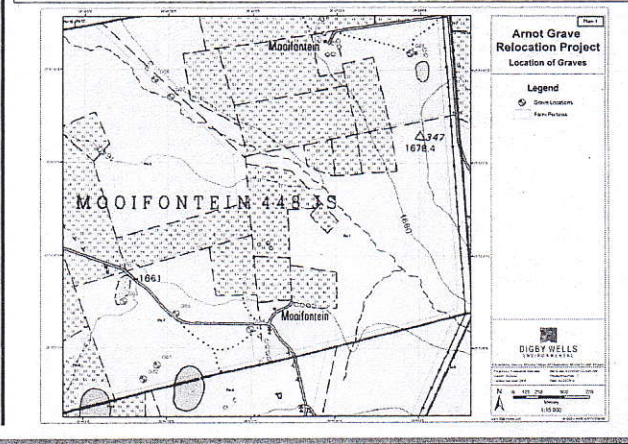
**UKUMBIWAKWA KWAMATHUNA ASUSWE AYONCWATSHWA KABUSHA NGO KUCELA UKWANDISA UHLELO I ARNOT MOOIFONTEIN NGAPHANSI KOMKHANDLU ISTEVE TSHWETE ESIFUNDAZENI SA SEMPUMALANGA ENINGIZIMU AFRIKA. (STEVE TSHWETE LOCAL MUNICIPALITY, MPUMALANGA PROVINCE, SOUTH AFRICA)**

Exxaro Arnot Coal (Exxaro) icela ukwandisa ukumba eMooifontein "open cast mining operations" – eyaziwa ngokuthi Arnot Mooifontein Expansion Project (AMEP) – kumkhandlu ISteve Tshwete Local Municipality, eMpumalanga, eNingizimu Afrika. Lolu hlelo oluhloko olugqwesayo luzobiza Nenyakatho yenkampani Exxaro Arnot Colliery, Belfast, Carolina, Hendrina kanye nase Middelburg ngamaqondomba asuswe nalo hlelo. IExxaro Arnot Coal ukubheka lolu hlelo lokumbisa kwama ncwaba (Grave Relocation Process) (GRP) ngaphansi kwe AMEP endaweni ngaphansi kwesigaba u36 "National Heritage Resources Act", 1999 (NHRA), "NHRA Regulations", 1999 nase "National Health Act" (NHA) "Regulations", 2013, kanye nakokanye okunye netho imithetho yendawo nemigomo.

ISAZISO LESI ESIKHI IDIGBY WELLS IZOTHA LEZINYATHELO EZILANDLAYO:	Laba abalandelayo abangasekho ibo abathintekayo:			
• Uhlalngano wezihlobo (NoK) • Incwaba (Grave Relocation)	Indawo.	Ncwaba.	Ongasekho	Usuku
Umuntu ngokwesiko onesidingo sokuthi azi indawo lapho kuzofakwa noma laba wamukelike ukuba ubhalise igama lakho njengomunye wabantu ababulekile ngokunikezela ngowazi namnganye iminingwane engasiza ukhulonza laba abangasekho endaweni i AMEP.	G 02	107	Anna M. H. Rossouw	b. Jun. 1917, d. 28 Feb. 1920
<b>USUKU LOKUVALWA UKUPHAWULA IZOBA 1 AUGUST 2014.</b>	G 02	100	Hannes L. A. Rossouw	b. 19 Jul. 1928, d. 4 Jun. 1929
<b>NIYA MEMWA UGUZA EMLHANGANO WA NOK:</b>	G 02	106	April Leshoka Mokwana	d. 1902
Ngomhla ka ne sakhathi: 7 June 2014, 10h00 Venue: The Corn and Cob	G 03	106	Frans Pieter Rossouw	b. 10 Jul. 1893, d. 12 Dec. 1962
Ukubhalisa njengo NoK noma ukucela lolu wazi neminye iminingwane ungqumama:	G 05	102	Frans Pieter Rossouw	b. 10 Jul. 1893, d. 12 Dec. 1962
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Private Bag X10046, Randburg, 2125  
Tel: 011 789 9495 Fax (011) 789 9498  
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Exxaro Arnot Coal  
Private Bag X3, Rietkull, 1097  
Tel: 013 297 8092 Fax: 013 297 8007  
Email: Musa.mokoena@exxaro.com









# Marali's opponent chickens out of bout

Reports by Bongani Magasela

**GREEK boxer Mike Aeronautics from Greece has pulled out of the WBF welterweight championship against defending champion Zolani "Untouchable" Marali, his trainer Allan Toweel jnr has announced.**

The 37-year-old left-hander from Mdantsane was to bid for a second defence of his title.

The bout was scheduled to take place at East London's Orient Theatre on Sunday night.

Marali is based in Johannesburg where he trains under Toweel. The trainer is frustrated by the latest developments.

"I heard on Friday night that this guy was no longer coming. I was hoping for a replacement but time was just too short [notice]," said Toweel.

Zolani last fought on September 15 when he registered his first title defence after he had emphatically beaten national champion Mzolisi "Mjopa" Yoyo.

Marali won the title in late 2012 in a rematch with then defending champion Ali Funeka, Marali's homeboy, in Mdantsane.

Toweel said they were hoping for a replacement at a later date: "[Promoter] Ayanda Matiti



**LET DOWN:** WBF welterweight champion Zolani Marali, right, was left disappointed after Greek boxer Mike Aeronautics pulled out of their championship bout scheduled for Sunday in East London

PHOTO: LEE WARREN/GALLO IMAGES

promised to feature Marali in his tournament on July 18."

Matiti's five-championship event, which he dubbed Night of Champions, will go ahead as planned on Sunday.

Yoyo will defend against Funeka, while Xolisani "Nomeva" Ndongeni from Duncan Village, near East London, will also put

his national lightweight title on line against Mlamli Madikane from Mdantsane.

SA junior bantamweight holder Lwandile Sityatha will defend against Siphosethu Mvula from Duncan Village. Matiti has added the vacant WBA Pan African title as an incentive.

WBA Pan African flyweight

champion Makazole Tete from Mdantsane and homeboy Morris Lento will fight for Tete's title as well as the vacant national belt.

Thabo Moroosi, the Gauteng-based Free Stater, will put his national junior flyweight belt on line against Luyanda Mvula from Duncan Village.

Action will begin at 7pm.

## Boxers set for pro debut

BOXING enthusiasts who have seen Isaac Dibi, Caiphus Manale, Xolani Mgidi and Kali Mkhwezane rise through the ranks as amateur fighters will witness the quartet make their professional debuts tomorrow night at Phola Community Hall in Ogies, Witbank.

The fighters graduated from a sparring session in March and gradually made an impact on promoter Paulus Tshehla's amateur development tournaments.

Tshehla, a former professional fighter, will also be in charge of the professional tournament.

"I'm optimistic that we will get a good crowd," said Tshehla.

McSood Sando, from Malawi, will top the bill in a six-rounder against Thabo Mnguni in the lightweight division.

Dibi will enjoy territorial advantage against Phakamani Mthethwa from Embalenhle in the main supporting clash in the welterweight class over six rounds.

Manale from Siyabuswa will do battle against Mkhwezane from Mhluzi in a featherweight bout over four rounds, while Mgidi from Phola will host Ntobeko Makeleni also from Mhluzi.

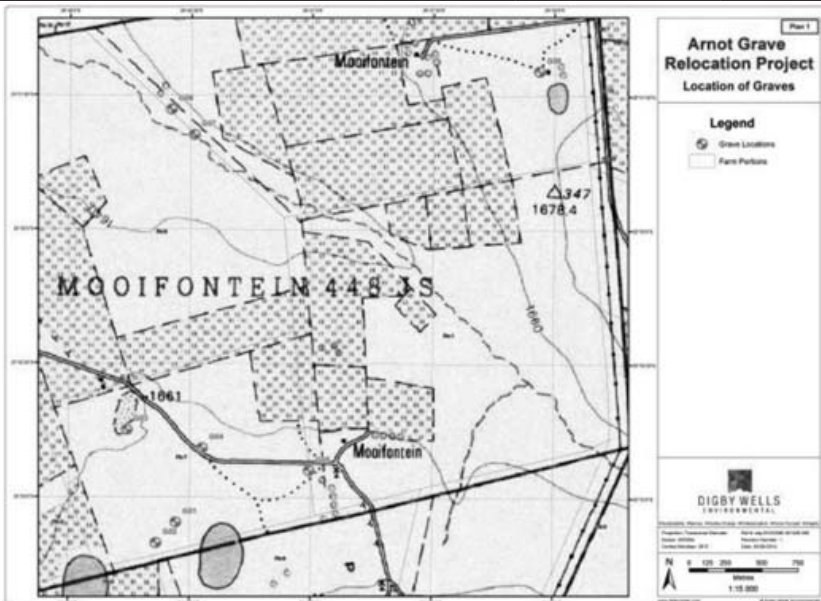
Emmanuel Mpapanyane from Bronkhorstspuit will face Mpho Mpoloin the flyweight, while Mthobisi Nkosi from Embalenhle will square up against Khayaletu Mbeje in the flyweight category.

### GRAVE RELOCATION PROCESS FOR THE PROPOSED ARNOT MOOIFONTEIN EXPANSION PROJECT STEVE TSHWETE LOCAL MUNICIPALITY, MPUMALANGA PROVINCE, SOUTH AFRICA

Exxaro Amot Coal (Exxaro) is proposing to expand their current Mooifontein open cast mining operations – known as the Arnot Mooifontein Expansion Project (AMEP) – in the Steve Tshwete Local Municipality, Mpumalanga Province, South Africa. The proposed project is to be located north of the Exxaro Amot Colliery, Belfast, Carolina, Hendrina and Middelburg are the closest towns to the project. Digby Wells has been appointed by Exxaro Amot Coal to undertake a Grave Relocation Process (GRP) in the AMEP area in terms of section 36 of the National Heritage Resources Act, 1999 (Act No. 25 of 1999), NHRA Regulations, 1999 and the National Health Act (NHA) Regulations, 2013, as well as all applicable local bylaws and regulations.

Notice is hereby given that Digby Wells will be undertaking the following:	The following deceased have been identified:					
	Site No.	Grave No.	Deceased	Dates		
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LOCATION OF GRAVESITES

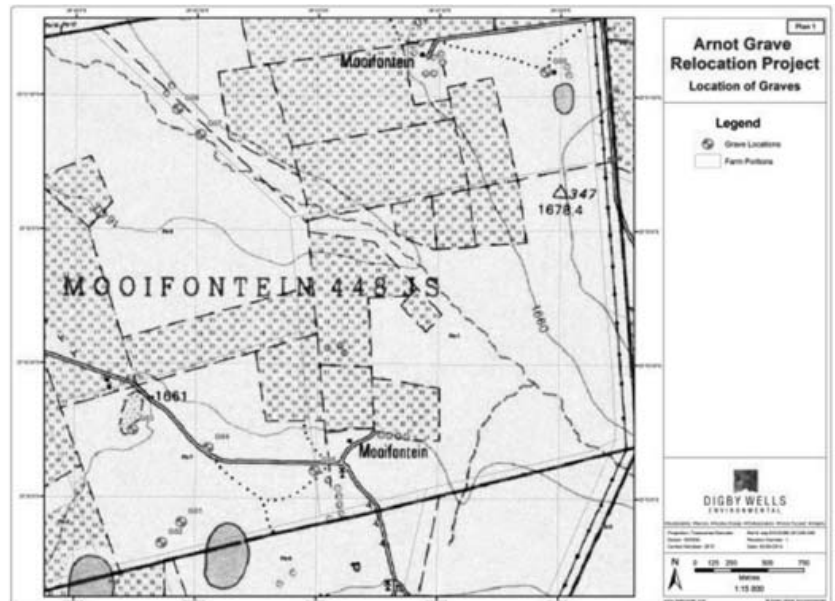


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<b>Ngomhla ka ne skathhi: 7 June 2014, 10h00 Endaweni: The Corn and Cob</b>	G 10	359	Andries Motshoene	d. 1945		
<b>Ukubhalisa njengo NoK noma ukucela lolulwazi neminye iminingwane ungaxumana:</b>	<table border="0"> <tr> <td>Ms. Natasha Higgitt Digby Wells Environmental Private Bag X10046, Randburg, 2125 Tel: 011 789 9495 Fax (011) 789 9498 Email: Natasha.higgitt@digbywells.com</td> <td>Musa Mokoena Exxaro Amot Coal Private Bag X3, Rietkuil, 1097 Tel: 013 297 8092 Fax: 013 297 8007 Email: Musa.mokoena@exxaro.com</td> </tr> </table>				Ms. Natasha Higgitt Digby Wells Environmental Private Bag X10046, Randburg, 2125 Tel: 011 789 9495 Fax (011) 789 9498 Email: Natasha.higgitt@digbywells.com	Musa Mokoena Exxaro Amot Coal Private Bag X3, Rietkuil, 1097 Tel: 013 297 8092 Fax: 013 297 8007 Email: Musa.mokoena@exxaro.com
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INDAWO YAMANCWABA





## Natasha Higgitt

---

**From:** natasha.higgitt@gmail.com  
**Sent:** 18 June 2014 12:16 PM  
**To:** Natasha Higgitt  
**Subject:** Fw:

----- SMS -----

To: 0725746009  
To: 0828057967  
To: 0724672534  
To: 0783891726  
To: 0723425347  
Sent: Jun 18, 2014 12:07

Dear Stakeholder, The Arnot Mooifontein Grave Relocation Next-of-kin meeting will be held on the 21 June 2014 at the Corn and Cob, 10:00-15:00. Please contact Natasha Higgitt (0117899495) or Simphiwe Mthiyane (0132978141) if you will be attending this meeting or require more information.  
Sent via my BlackBerry from Vodacom - let your email find you!

## Natasha Higgitt

---

**From:** natasha.higgitt@gmail.com  
**Sent:** 18 June 2014 12:25 PM  
**To:** Natasha Higgitt  
**Subject:** Fw:

----- SMS -----

To: 0723491322

Sent: Jun 18, 2014 12:24

Dear Stakeholder, The Arnot Mooifontein Grave Relocation Next-of-kin meeting will be held on the 21 June 2014 at the Corn and Cob, 10:00-15:00. Please contact Natasha Higgitt (0117899495) or Simphiwe Mthiyane (0132978141) if you will be attending this meeting or require more information.  
Sent via my BlackBerry from Vodacom - let your email find you!

## Natasha Higgitt

---

**From:** natasha.higgitt@gmail.com  
**Sent:** 02 July 2014 02:14 PM  
**To:** Natasha Higgitt  
**Subject:** Fw:

----- SMS -----

To: 0815423079  
To: 0725746009  
To: 0737576449  
To: 0829522929  
To: 0828057967  
To: 0724672534  
To: 0783891726  
To: 0723425347  
Sent: Jul 2, 2014 14:06

Dear Stakeholder, The Arnot Mooifontein Grave Relocation Next-of-kin meeting will be held on the 5 July 2014 at the Corn and Cob, 11:00-15:00. Please contact Natasha Higgitt (0117899495) or Simphiwe Mthiyane (0132978141) if you will be attending this meeting or require more information.  
Sent via my BlackBerry from Vodacom - let your email find you!

## Natasha Higgitt

---

**From:** natasha.higgitt@gmail.com  
**Sent:** 03 July 2014 09:29 AM  
**To:** Natasha Higgitt  
**Subject:** Fw:

----- SMS -----

To: 0723948230  
To: 0761619350  
To: 0713127049  
To: 0728275168  
Sent: Jul 3, 2014 09:16

Sawobona muntu othintekayo, Umhlangano mayelana nokususwa kwamathuna ezihlobo ase-Arnot Mooifontein, uzobanjwa ngomhlaka 5 Julayi 2014 e-Corn and Cob, isikhathi 11:00-15:00. Thinta u-Natasha Higgitt (0117899495) noma u-Simphiwe Mthiyane (0132978141), uma uzokuza emhlanganweni noma udinga imininingwane. Ngiyabonga  
Sent via my BlackBerry from Vodacom - let your email find you!

## Natasha Higgitt

---

**From:** natasha.higgitt@gmail.com  
**Sent:** 29 July 2014 02:46 PM  
**To:** Natasha Higgitt  
**Subject:** Fw:

----- SMS -----

To: 0784691762  
To: 0824262234  
To: 0723948230  
To: 0761619350  
To: 0713127049  
To: 0728275168  
Sent: Jul 29, 2014 14:42

Sawubona muntu othintekayo , Umhlangano mayelana nokususwa kwamathuna ezihlobo ase-Arnot Mooifontein;uzobanjwa ngomhlaka-2 August 2014 e-Beestepan Agricultural School,isikhathi:11:00-15:00.Thinta u-Natasha Higgitt (0117899495) noma u-Simphiwe Mthiyane (0132978141);uma uzokuza emhlanganweni noma udinga imininingwane. Ngiyabonga"  
Sent via my BlackBerry from Vodacom - let your email find you!

## Natasha Higgitt

---

**From:** natasha.higgitt@gmail.com  
**Sent:** 29 July 2014 02:51 PM  
**To:** Natasha Higgitt  
**Subject:** Fw:

----- SMS -----

To: 0812634155  
To: 0815423079  
To: 0725746009  
To: 0828057967  
To: 0724672534  
To: 0723425347  
Sent: Jul 29, 2014 14:43

Dear Stakeholder, The Arnot Mooifontein Grave Relocation Next-of-Kin meeting will be held on the 2 August 2014 at the Beestepan Agricultural school, 11:00-15:00. Please contact Natasha Higgitt (0117899495) or Simphiwe Mthiyane (0132978141) if you will be attending this meeting or require more information.

Sent via my BlackBerry from Vodacom - let your email find you!



## Natasha Higgitt

---

**From:** natasha.higgitt@gmail.com  
**Sent:** 13 August 2014 02:52 PM  
**To:** Natasha Higgitt  
**Subject:** Fw:

----- SMS -----

To: 0784691762  
To: 0824262234  
To: 0723948230  
To: 0713127049  
To: 0728275168  
Sent: Aug 13, 2014 13:38

Sawubona muntu othintekayo , Umhlangano mayelana nokususwa kwamathuna ezihlobo ase-Arnot Mooifontein;uzobanjwa ngomhlaka-16 August 2014 e-Beestepan Agricultural School,isikhathi:11:00-15:00.Thinta u-Natasha Higgitt (0117899495) noma u-Simphiwe Mthiyane (0132978141);uma uzokuza emhlanganweni noma udinga imininingwane. Ngiyabonga Sent via my BlackBerry from Vodacom - let your email find you!

## Natasha Higgitt

---

**From:** natasha.higgitt@gmail.com  
**Sent:** 14 August 2014 09:08 AM  
**To:** Natasha Higgitt  
**Subject:** Fw:

----- SMS -----

To: 0736592260

To: 0812634155

To: 0815423079

To: 0725746009

To: 0828057967

To: 0724672534

To: 0723425347

Sent: Aug 13, 2014 14:52

Dear Stakeholder, The Arnot Mooifontein Grave Relocation Next-of-Kin meeting will be held on the 16 August 2014 at the Beestepan Agricultural school, 11:00-15:00. Please contact Natasha Higgitt (0117899495) or Simphiwe Mthiyane (0132978141) if you will be attending this meeting or require more information.  
Sent via my BlackBerry from Vodacom - let your email find you!

## Natasha Higgitt

---

**From:** Natasha Higgitt <natasha.higgitt@gmail.com>  
**Sent:** 21 October 2014 11:20 AM  
**To:** Natasha Higgitt

-----SMS-----

To: 0713127049  
To: 0723948230  
Sent: 23 Sept, 2014 15:22

Sibingelela wonke umndeni waka Mokwana. Sithanda ukunimema nonke emhlanganweni wokugcina we Arnot Mooifontein Grave Relocation wezihlobo. Umhlangano uzobanjelwa eBeestepan Agricultural School, mhlaka 27 September 2014 kusukela ngo 10:00. Izivumelwano nge ConservationManagement Plan mayelana ngama thuna emndeni wenu athintekayo azosayinwa kulomhlangano. Sizonicela nokuthi siyowabona lawo mathuna, lapho siphinde sicele nokuthi niwachaze ukuthi awabobani lawo mathuna. Ningashayela uNatasha Higgitt Kule nombolo 011 789 9495 noma nishayele uSimphiwe Mthiyane Ku le nombolo 013 2978141

## Natasha Higgitt

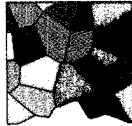
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**From:** Natasha Higgitt <natasha.higgitt@gmail.com>  
**Sent:** 21 October 2014 11:21 AM  
**To:** Natasha Higgitt

-----SMS-----

To: 0728275168  
To: 0824262234  
To: 0784691762  
Sent: 23 Sept, 2014 15:18

Siyanibingelela zihlobo, sithanda ukunimema nonke emhlanganweni wokugcina we Arnot Mooifontein Grave Relocation wezihlobo. Umhlangano uzobanjelwa eBeestepan Agricultural School, mhlaka 27 September 2014 kusukela ngo 10:00. Izivumelwano ngeGrave Relocation Plan mayelana ngama thuna emndeni wenu athintekayo azosayinwa kulomhlangano. Sizonicela nokhuthi siyowabona lawo mathuna, lapho siphinde sicele nokuthi niwachaze ukuthi awabobani lawo mathuna. Ningashayela uNatasha Higgitt Kule nombolo 011 789 9495 noma nishayele uSimphiwe Mthiyane Ku le nombolo 013 2978141



# DIGBY WELLS

## ENVIRONMENTAL

Project name: Arnot Mooifentain Grave Relocation		No.: EXX 2589	
Client: Exxaro			
Stakeholder name: Lawrence Mkhonza			
Category:	<input type="checkbox"/> NoK	<input type="checkbox"/> Land owner	<input checked="" type="checkbox"/> Interested party
		<input type="checkbox"/> Conservation body	<input type="checkbox"/> Authority
Contact no.: 072 342 5347			
Email:			
<input checked="" type="checkbox"/> Telephonic	<input type="checkbox"/> Message	<input type="checkbox"/> Meeting	<input type="checkbox"/> Site visit

**Comments / notes:**

Mr Mkhonza called for directions to the Corn and Cab for the meeting scheduled for the 7 June 2014. Mr Mkhonza indicated that he would be attending as an Interested and Affected Party. (6 June, 2014 11:30)

**Digby Wells response:**

Mr Mkhonza was supplied with directions to the Corn and Cab, and thanked for his interest in the project.

**Follow-on actions:**

Add Mr Mkhonza to the Stakeholder database

**Scribe:** Natasha Higgitt

**Sign:**



# DIGBY WELLS

## ENVIRONMENTAL

Project name: Arnot Mooifontein Grave Relocation		No.: EXX 2589	
Client: Exxaro			
Stakeholder name: Simon Selala			
Category:	<input type="checkbox"/> NoK	<input type="checkbox"/> Land owner	<input checked="" type="checkbox"/> Interested party
		<input type="checkbox"/> Conservation body	<input type="checkbox"/> Authority
Contact no.: 072 467 2534			
Email:			
<input checked="" type="checkbox"/> Telephonic	<input type="checkbox"/> Message	<input type="checkbox"/> Meeting	<input type="checkbox"/> Site visit

**Comments / notes:**

Mr Selala called for directions to the Corn and Cob for the meeting scheduled for the 7 June 2014. Mr Selala indicated that he would be attending as an Interested and Affected Party as he owned a funeral service that could assist with the grave relocation. (6 June, 2014 11:43)

**Digby Wells response:**

Mr Selala was supplied with directions to the Corn and Cob, and thanked for his interest in the project.

**Follow-on actions:**

Add Mr Selala to the Stakeholder database

Scribe: *Natasha Higgitt*

Sign:





# DIGBY WELLS

ENVIRONMENTAL

Project name: Arnot Moofentein Grave Relocation		No.: EXX2589	
Client: Exxaro			
Stakeholder name: Mr Faan Weyers			
Category:	<input checked="" type="checkbox"/> NoK	<input type="checkbox"/> Land owner	<input type="checkbox"/> Interested party
		<input type="checkbox"/> Conservation body	<input type="checkbox"/> Authority
Contact no.: 082 952 2929			
Email:			
<input type="checkbox"/> Telephonic	<input checked="" type="checkbox"/> Message	<input type="checkbox"/> Meeting	<input type="checkbox"/> Site visit

**Comments / notes:**

Mr Weyers responded to an invitation to the Nok meeting scheduled for the 5 July 2014.

"I already provided you with a letter regarding the matter if you still expect me to attend the meeting I then require more information for the reason why I should attend" (2 July 2014: 16:18)

Digby Wells response:

"Dear Mr Weyers, thank you for the reply. I am aware of the letter. The invitation that was sent was to ensure that you are kept up-to-date with the progress of the project. There is no need for you to attend the meeting on 5 July 2014. Have a pleasant evening" (2 July, 2014 16:43)

**Follow-on actions:**

Keep the Rossouw family informed regarding the progress of the project.

Scribe: Natasha Higgitt	Sign:
-------------------------	-------



# DIGBY WELLS

ENVIRONMENTAL

Project name: Arnot Mooifontein Grave Relocation		No.: EXX2589	
Client: Exxaro			
Stakeholder name: John Mokwana			
Category:	<input checked="" type="checkbox"/> NoK	<input type="checkbox"/> Land owner	<input type="checkbox"/> Interested party
		<input type="checkbox"/> Conservation body	<input type="checkbox"/> Authority
Contact no.: 071 312 7049			
Email:			
<input type="checkbox"/> Telephonic	<input checked="" type="checkbox"/> Message	<input type="checkbox"/> Meeting	<input type="checkbox"/> Site visit

**Comments / notes:**

Mr Mokwana replied to an invitation to a Nok meeting scheduled for the 2 August 2014

"Ngizoba khona" (July 29, 2014 14:53)

Translated: I will be attending

Digby Wells response:

"Thank you" (July 29, 2014 14:55)

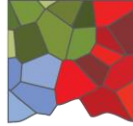
**Follow-on actions:**

n/a

Scribe: <i>Natasha Higgitt</i>	Sign:
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## **Appendix C: Meeting Agenda, Minutes, Presentations & Attendance Registers**



# DIGBY WELLS

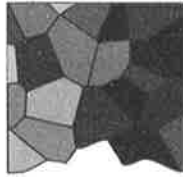
## ENVIRONMENTAL

**7 June 2014**

Arnot Mooifontein Grave Relocation Information Sharing Meeting and Next-of-Kin Registration

### **Agenda**

1. Welcome and apologies
2. Purpose of the meeting
3. Brief overview of the Arnot HIA
4. Legislative requirements
5. Outline of process
6. Defining Next-of-Kin and registration
7. Comments and questions
8. Closing and thanks



# DIGBY WELLS

## ENVIRONMENTAL

### ATTENDANCE REGISTER

#### ARNOT MOOIFONTEIN GRAVE RELOCATION INFORMATION MEETING

#### GRAVE RELOCATION PROCESS FOR THE PROPOSED ARNOT COAL MINE, MPUMALANGA PROVINCE, SOUTH AFRICA

07 June 2014

DATE: 7 June 2014

VENUE: Corn & Cob

PROJECT: EXX 2589

TIME: 10:00

Digby Wells & Associates (Pty) Ltd. Co. Reg. No. 1999/05985/07. Fern Isle, Section 10, 359 Pretoria Ave Randburg Private Bag X10046, Randburg, 2125, South Africa  
Tel: +27 11 789 9495, Fax: +27 11 789 9498, [info@digbywells.com](mailto:info@digbywells.com), [www.digbywells.com](http://www.digbywells.com)

Directors: A Sing\*, AR Wilke, LF Koeslag, PD Tanner (British)\*, AJ Reynolds (Chairman) (British)\*, J Leaver\*, GE Trusler (C.E.O)

\*Non-Executive



draft  
copy  
Please


TITLE	NAME AND SURNAME	ORGANISATION	POSTAL ADDRESS	CONTACT DETAILS
Mrs.	Corine de Jonge	Family member The Herald	7 Villa Beryl 7 Van Etten Geflig Middelburg 1055	Tel: 082 805 7967 Fax: E-mail: 15oyecrs@vodanet.co.za Signature:
Mrs	Faan Weyers	Family Member	600 Rufus Street Moreleta Park Pretoria 0024	Tel: 082 952 2929 Fax: E-mail: faan.weyers@vodanet.co.za Signature:
Mrs	Frans. Rossouw	Family Member	31 Van Niekerk Street 14 en drina 1095	Tel: 073 757 6444 Fax: E-mail: Signature:
Mr	Simon Selala	Selala Funeral Services	P.O. Box 1042 Emaloleni 1039	Tel: 071 467 2534 Fax: (013) 696-3304 E-mail: selala.simon@gmail.com Signature:
Mr	Wberst Edward	ARMY EXXare coal mine	Box 30 MATHHELA 8990	Tel: 013 297 8103 Fax: E-mail: Edward.Mberst@exxare.com Signature:
Miss	NMantia Mahlangu	Steve Tshete Clu	P.O. Box 2333 Middelburg 1050	Tel: 073 574 6009 Fax: E-mail: dmantia@mpg.gov.za Signature:





TITLE	NAME AND SURNAME	ORGANISATION	POSTAL ADDRESS	CONTACT DETAILS	
				Tel:	
Mr	Thapelo Maseko	Maseko & Ass	02 Tekehoof Krugers Street Bloubaanpunt	Tel: 078 389 1726 Fax: 013 953 5393 E-mail: maseko316@outlook.com Signature:	
MR	Andries Mthweni		P.O. Box 869 Elandsdoorn Jennetten	Tel: 0728275168 Fax: E-mail: Signature:	
Mr	Lawrence Mkhonza		P.O. BOX 70073 TSARANE IV. Mkhonza @ WEBMAIL, 202A	Tel: 0723425347 Fax: E-mail: IV.mkhonza@webmail.co.za Signature:	
				Tel: Fax: E-mail: Signature:	
				Tel: Fax: E-mail: Signature:	
				Tel: Fax: E-mail: Signature:	






**DIGBY WELLS**  
ENVIRONMENTAL

**Arnot Mooifontein Grave Relocation**  
Information Sharing Meeting and Next-of-Kin  
Registration  
7 June 2014

[www.digbywells.com](http://www.digbywells.com)


### Purpose of this meeting

- Discuss grave relocation process
- Identify affected persons & bona fide next of kin
- Register bona fide next of kin
- Present a Draft Entitlement Framework
- Start consultation




### Background

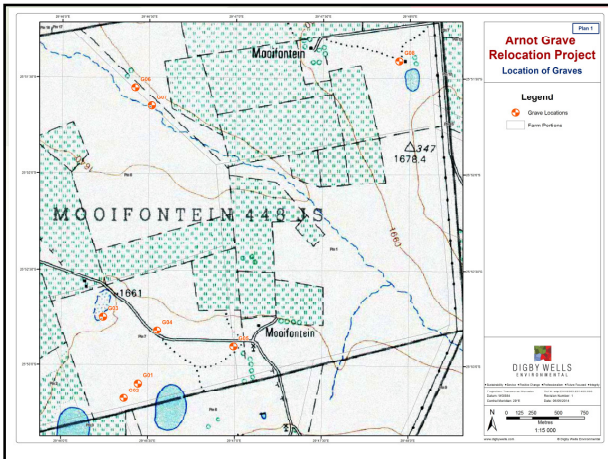
- Graves identified in project area in HIA in 2011
- Affected gravesites located on Portions 1, 7 & RE of Mooifontein
- Total number of affected graves approximately 30



### Identified Deceased


Site Number	Grave Number	Deceased	Dates
G 02	107	Anna M. H. Rossouw	b. Jun. 1917, d. 28 Feb. 1920
G 02	100	Hannes L. A. Rossouw	b. 19 Jul. 1928, d. 4 Jun. 1929
G 03	106	April Leshoka Mokwana	d. 1902
G 05	102	Frans Pieter Rossouw	b. 10 Jul. 1893, d. 12 Dec. 1962
G 05	104	Johannes L. A. Rossouw	b. 30 Sep. 1936, d. 5 Jun. 1944
G 08	353	Sesi Martha Ngoma	b. 4 Dec. 1967, d. 15 Nov. 2010
G 10	350	Toerkie Motshoene	n.d.
G 10	359	Andries Motshoene	d. 1945





## Legal Framework

- Section 36 of National Heritage Resources Act, No. 25 of 1999 - NHRA
- Chapters 9 and 11 of NHRA Regulations, 1999
- National Health Act (NHA)
- National Health Act (NHA) Regulations, 2013
- Mpumalanga Cemeteries, Crematoria and Exhumation of Bodies Act, 2005 (Act No. 8 of 2005) (MCCEBA); and
- Applicable municipal bylaws




## Grave Relocation Process

**NHRA Regulations Chapter XI Consultation**

- Identify affected graves
- Identify bona fide NoK
  - Consult with local community
  - 60 day Site Notification period
  - Advertise in newspaper
- Consult with NoK & reach agreement


**NHRA Regulations Chapter IX Permit Application**

- Apply for permits
  - SAHRA permit for graves older than 60 years
  - Provincial permit for graves younger than 60 years
- Exhumation and re-burial



## Defining Next-of-Kin

- Next of Kin are defined as:
  1. Surviving spouse
  2. Eldest adult child
  3. Parent
  4. Adult sibling
  5. Closest adult relative






# Draft Entitlement Framework

## NHRA Regulations Chapter XI Consultation




## Purpose

- **Entitlement = rights & responsibilities that NoK & Exxaro Arnot Coal have regarding gravesites**
- DEF is to **ensure that next-of-kin (NoK) are given the right** to make decisions regarding their gravesites
- Outcome of DEF is an Entitlement Framework (EF)
- EF will form **basis of agreement between NoK and Exxaro Arnot Coal**
- **EF will be submitted to SAHRA, etc. for approval**




## Outline

1. General entitlement
2. Entitlement regarding gravesites if they stay in place
3. Entitlement regarding gravesites if they are moved
4. Entitlement regarding graves that are moved, but that do not have NoK




### Section 1: General Entitlement

Remedial action	Remedial action principles / comments	Entitlement
Consultation related to entitlement	NoK and other interested people must be identified to consult and decide on the future of gravesites	Exxaro Arnot Coal will collect NoK to attend the meetings and take them back again within 100 km of the meeting venue
	Interested people can include the NoK, landowners, amakosi and local authorities	
	Exxaro Arnot Coal must consider providing travel assistance to NoK to attend meetings	NoK and other people will be a consulted
	Travel assistance will not be paid in cash or paying for fuel, taxis, busses or air travel	
	If NoK can not attend meetings they must appoint someone to attend for them	




**Section 2: Entitlement if Graves do not Move**

Remedial action	Remedial action principles / comments	Entitlement
Plan for management of existing graves	Exxaro Arnot Coal must compile a Conservation Management Plan (CMP)	NoK and other people will be allowed to make comments and decisions
	The CMP must be written with input from the NoK	
	The CMP must include agreements on how gravesites will be protected, how access will be provided	




**Section 2: Entitlement if Graves do not Move**

Remedial action	Remedial action principles / comments	Entitlement
Conservation of burial grounds and graves	Exxaro Arnot Coal must protect and look after gravesites that will not be relocated	Exxaro Arnot Coal must make sure that condition of gravesites are kept as it is during the life of the project
		Exxaro Arnot Coal will protect gravesites by putting up fences
		Exxaro Arnot Coal will clean gravesites and look after them if NoK can not do it




**Section 2: Entitlement if Graves do not Move**

Remedial action	Remedial action principles / comments	Entitlement
Access to conserved burial grounds and graves	Exxaro Arnot Coal must allow NoK to visit gravesites and perform cultural ceremonies	NoK will be allowed to visit gravesites, but must obey any health and safety rules
		NoK will be allowed to put up tombstones, but must obey any health and safety rules
		NoK will be allowed to perform rituals and ceremonies at their gravesites, but must obey any health and safety rules.
	Exxaro Arnot Coal will not be responsible for loss, injury, damage, death or other impact on NoK when visiting gravesites	
	NoK will need to sign informed indemnity every time they visit graves	




**Section 2: Entitlement if Graves do not Move**

Remedial action	Remedial action principles / comments	Entitlement
Improvement to burial grounds and graves	Exxaro Arnot Coal must allow NoK to repair and fix gravesites	NoK will be allowed to repair and fix gravesites at their own cost
		NoK will be told of any changes to gravesites that may happen because of project activities or if landowners change
		Exxaro Arnot Coal will pay for the repair and fixing of gravesites if project activities have affected them




**Section 2: Entitlement if Graves do not Move**

Remedial action	Remedial action principles / comments	Entitlement
Presentation of burial grounds and graves	Exxaro Arnot Coal must allow NoK to erect tombstones and visit graves to perform ceremonies	NoK will be allowed to visit gravesites to erect new tombstones
		NoK must pay for all new tombstones and ceremonies




**Section 2: Entitlement if Graves do not Move**

Remedial action	Remedial action principles / comments	Entitlement
Performances at burial grounds and graves	Exxaro Arnot Coal must allow NoK to express their culture	NoK will be allowed to perform actions associated with living heritage at graves
		NoK will be responsible for all costs associated with performances




**Section 2: Entitlement if Graves do not Move**

Remedial action	Remedial action principles / comments	Entitlement
Recompense for in situ conservation	NoK whose gravesites will not be relocated will not receive solatia	NoK will not be paid if their gravesites are not relocated




**Section 3: Entitlement if Graves are Moved**

Remedial action	Remedial action principles / comments	Entitlement
Relocation of graves	Exxaro Arnot Coal must pay the costs of exhuming, relocating and reburial of deceased	Exxaro Arnot Coal will pay for a grave relocation as per law
		Exxaro Arnot Coal will pay a qualified and registered archaeologist to manage the grave relocation process
	Exxaro Arnot Coal will pay the cost of a registered funeral undertaker to exhume, transport and rebury the deceased	NoK will be allowed the right to make decisions and agreements to relocate graves
	Exxaro Arnot Coal will pay the cost to identify and consult NoK	NoK will be allowed the right to give informed consent before graves are exhumed




**Section 3: Entitlement if Graves are Moved**

Remedial action	Remedial action principles / comments	Entitlement
Re-establishment of graves	Exxaro Amot Coal must pay the costs to move and rebury the deceased in new graves	NoK will be allowed to have their deceased relatives reburied in new grave plots in other cemeteries of their choice as long as it is allowed by law and reasonable
		Exxaro Amot Coal will pay the costs of new graves




**Section 3: Entitlement if Graves are Moved**

Remedial action	Remedial action principles / comments	Entitlement
Re-establishment of graves	Exxaro Amot Coal must pay the costs to move and rebury the deceased in new graves	Exxaro Amot Coal will pay to have old tombstones removed and put up again at new cemeteries as long as it is allowed by cemetery rules
		Exxaro Amot Coal will replace "informal" tombstones such as bricks-and-cement, at the new cemetery with new tombstones
		Exxaro Amot Coal will pay for new grave markers at the new cemeteries if the old graves did not have any tombstones
		Exxaro Amot Coal will fix or replace tombstones that may be damaged during removal
		Exxaro Amot Coal will replace tombstones if the new cemetery does not allow the old ones




**Section 3: Entitlement if Graves are Moved**

Remedial action	Remedial action principles / comments	Entitlement
Re-establishment of graves	Exxaro Amot Coal must register the new graves in the names of the NoK  Exxaro Amot Coal must acknowledge the right of NoK to perform cultural ceremonies and pay for things that may be required	NoK will need to pay for all fixing and repair of new graves after they have been relocated
		NoK will be allowed to perform cultural ceremonies
		NoK will be allowed to provide lists of things that may be required for cultural ceremonies for agreement between NoK and Exxaro Amot Coal
		Exxaro Amot Coal will pay the expenses that may be need for the cultural ceremonies



**Section 3: Entitlement if Graves are Moved**

Remedial action	Remedial action principles / comments	Entitlement
Solatia	Exxaro Amot Coal will acknowledge that moving graves are difficult for NoK  NoK will not be paid any other money other than the goodwill token, for attending meetings or giving permission  Only bona fide NoK will receive the goodwill token. This means that only one closest living relative will receive solatia	Exxaro Amot Coal will acknowledge that moving graves are difficult for NoK by paying a goodwill token to bona fide NoK
		Only <i>bona fide</i> NoK as defined under Section 3 of the Exhumations Ordinance will receive the goodwill token, i.e. only the single, closest living relative



### Section 4: Entitlement if no NoK are Identified

Remedial action	Remedial action principles / comments	Entitlement
Relocation of graves	Exxaro Arnot Coal must pay for the costs of exhuming, relocating and re-intering the contents of graves	Exxaro Arnot Coal will implement a grave relocation process in accordance with applicable legislation
		Exxaro Arnot Coal will appoint a qualified and registered archaeologist to manage the grave relocation process
		Exxaro Arnot Coal will pay for a registered funeral undertaker to exhume, transport and re-inter the contents of graves under supervision of a qualified archaeologist



### Section 4: Entitlement if no NoK are Identified

Remedial action	Remedial action principles / comments	Entitlement
Re-establishment of graves	Exxaro Arnot Coal must cover costs for improvement and presentation of new grave sites after re-interment	Exxaro Arnot Coal must cover costs for the establishment of new graves
		Exxaro Arnot Coal will remove and put up tombstones at new cemeteries
		Exxaro Arnot Coal will pay for grave markers at the new graves if the old graves did not have "formal" tombstones. Grave markers will indicate the grave number, origin and date of relocation of the grave.
		Exxaro Arnot Coal will fix or replace tombstones damaged as a result of relocation
		Exxaro Arnot Coal will replace tombstones that may not be allowed in new cemeteries with new tombstones



### Comments and questions



### Next meeting

- Proposed date and venue of next meeting
- Next of Kin or elected representatives to attend
- Discuss comments and responses on Draft Entitlement Framework





**Project Name:** Arnot Mooifontein Grave Relocation

**Project No:** EXX 2589

**Date:** 10 June 2014

## 1 Present

Name	Affiliation	Title
Mr Johan Nel (JN)	Digby Wells	Grave Relocation Project manager
Ms Natasha Higgitt (NH)	Digby Wells	Heritage Consultant
Ms Simphiwe Mthiyane	Exxaro Arnot Coal	Environmental Officer
Mr Edward Mbedzi	Exxaro Arnot Coal	Environmental Observer
Ms Nhlanhla Mahlangu	Steve Tshwete CDW	
Mr Simon Selala	Selala Funeral Services	
Mr Thapelo Maseko	Maseko & Associates	
Mr Lawrence Mkhonza		Heritage Consultant

Family and next of kin as per attendance register attached.

## 2 Apologies

Messrs. Stephanus Jansen Weyers and Frans Pier Rossouw (elected representatives of the Rossouw family graves) arrived at 10h00 to present their letter of consent and requirements and indicated that they will not attend the meeting.

## 3 Welcome and introduction

Meeting was chaired by JN.

- JN welcomed everyone present and thanked the audience for their time to attend the meeting.
- JN introduced Digby Wells' specialists;
- JN indicated that the Rossouw family had provided consent in writing and opted to not attend the meeting or any future meetings. JN stated that he would keep the Rossouw

family of all the meetings and any developments during the course of the consultation period.

- The Motshoene family arrived late to the meeting as they had gone to the mine directly. They said that they had been informed the day before of the meeting by an individual at Arnot Coal Mine.

#### 4 Purpose of the meeting

- JN gave background to the project and outlined the legal requirements and legislation that governs the grave relocation process and consultation.
- JN discussed the grave relocation process as per the presentation.
- JN stated that an agreement will be negotiated between the NoK and Exxaro regarding grave relocation. This agreement is a collective agreement (family agreement); however, the relevant NoK (as defined previously) will be the person who will be eligible to sign any agreements.
- JN stated that the Draft Entitlement Framework (DEF) would form the basis of any agreement between the NoK and Exxaro. The DEF will enable NoK to provide input into a Conservation Management Plan (CMP) and grave relocation.
- JN added that agreement on the DEF will not constitute consent for grave relocation, but will form the basis for entitlements if, and when, grave relocation is implemented. Consent from the NoK will be requested from NoK for grave relocation.
- JN stated that the final EF and agreement will be submitted to *inter alia* the South African South Africa Heritage Resources Agency (SAHRA) for approval.
- JN continued to present the Draft Entitlement Framework (DEF) matrix to the stakeholders present, in simplified language, aided by a PowerPoint presentation. Ms Simphiwe Mthiyane facilitated with translation.

#### 5 Matters Arising

Matter raised	Digby Wells Response
Mr Lawrence Mkhonza stated that he is worried that there was not enough time for arrangements to be made from the date of the newspaper advert and the meeting.	JN responded that the concern was noted, but that the relevant Acts and Regulations do not provide clear timeframes for when meetings should be held.
Mr Mkhonza stated that if information had been circulated regarding Exxaro's willingness to provide transport, the turnout might have been better	JN responded by noting the matter, and stating that to inform persons ahead of the first meeting is difficult

**Minutes of First Next-of-Kin Meeting held on 7 June 2014 at the  
Corn and Cob, Mpumalanga**



<p>Mr Mkhonza stated that the venue was not a well know venue and people might not know where it is.</p>	<p>JN responded by noting the comment, and stated that the venue was chosen as it is the closed venue to the project area.</p>
<p>Mr Mkhonza stated that consideration should be given to advertising the NoK meetings via community radio.</p>	<p>JN responded by noting the comment, and stated that the venue was chosen as it is the closed venue to the project area.</p>
<p>Mr Thapelo Maseko enquired as to who would be liable should agreements not be met.</p>	<p>JN responded that Digby Wells will be responsible for the project management until conclusion, and any disputes should be raised with Digby Wells.</p> <p>JN also indicated that this matter will be put to Exxaro.</p> <p>JN further stated that in the event that anything regarding actual rituals and ceremonies are amiss, neither Digby Wells nor Exxaro can accept responsibility, as such matters are beyond their mandate.</p>
<p>Mr Mkhonza enquired whether Digby Wells will attempt to get buy-in from all NoK whose grave may at some stage be affected, or will this project be limited to the identified gravesites.</p>	<p>JN responded that Digby Wells have recommended to Exxaro that all graves be relocated, but that the project will only focus on graves located in the current project area, i.e. Mooifontein.</p>

## 6 NoK Input into Entitlement Matrix

Remedial action	Remedial action principles / comments	Entitlement	NoK input (7 June 2014)	Response / Action Item
<b>Consultation related to entitlement</b>	All possible affected stakeholders must be identified in respect of proposals regarding the future of burial grounds and graves.	Affected stakeholders will be entitled to be consulted.	Mr Motshoene asked that the radius for the transport be increased as his family lives in Groblersdal which is further than 100 km from the venue.	JN noted his request and stated that it would be put to Exxaro for approval  Exxaro will arrange transport from Dennilton
	Affected stakeholders may include landowners, relatives of the deceased, traditional and local authorities, and conservation groups.			
	Exxaro Arnot Coal must consider providing travel assistance to NoK to attend meetings	Exxaro Arnot Coal will collect and provide transport for stakeholders within a 100 km radius of the meeting venue		
	Travel assistance must exclude cash reimbursements for any travel related expenses,			

Minutes of First Next-of-Kin Meeting held on 7 June 2014 at the Corn and Cob, Mpumalanga



Remedial action	Remedial action principles / comments	Entitlement	NoK input (7 June 2014)	Response / Action Item
	including fuel, public transport or air travel.			
	NoK who cannot attend focus group meetings will need to elect and appoint representatives to act on their behalf.			
<b>Category 1 graves (Graves that will not be directly impacted on)</b>				
<b>Plan for in situ management of graves</b>	A Conservation Management Plan (CMP) must be drafted at the cost of Exxaro Arnot Coal	Affected NoK and landowners will be entitled to provide input into the CMP through consultation		
	A CMP must be an inclusive, participatory decision-making process with input from all affected persons, including NoK and landowners.			
	The CMP must include agreements on the conservation, presentation and improvement of burial			

Minutes of First Next-of-Kin Meeting held on 7 June 2014 at the Corn and Cob, Mpumalanga



Remedial action	Remedial action principles / comments	Entitlement	NoK input (7 June 2014)	Response / Action Item
	grounds and graves			
<b>Conservation of burial grounds and graves</b>	Exxaro Arnot Coal must protect and conserve burial grounds and graves that will remain in situ in the project area	Exxaro Arnot Coal will ensure that the status quo of the burial grounds and graves are maintained throughout the life of the project;		
		Exxaro Arnot Coal will fence burial grounds and grave to safeguard sites against possible direct, physical damage		
		Exxaro Arnot Coal will maintain sites through cleaning and periodic monitoring in lieu of unrestricted access by NoK		
<b>Access to conserved burial grounds and graves</b>	Exxaro Arnot Coal must acknowledge the right of NoK to access conserved burial grounds and graves to ensure sustainable use	NoK will be entitled to access gravesites, within constraints that may be imposed by any health and safety policies, regulations and legislation.	Mr Motshoene stated that access to their graves at the moment is difficult for them, and it takes a long time to get to them.	JN noted the comment about the access and agreed with Mr Motshoene about the difficulty accessing the graves.



Minutes of First Next-of-Kin Meeting held on 7 June 2014 at the Corn and Cob, Mpumalanga



Remedial action	Remedial action principles / comments	Entitlement	NoK input (7 June 2014)	Response / Action Item
	of the sites and safeguard their cultural significance	NoK will be entitled to improvement of their burial grounds and graves, within constraints that may be imposed by any health and safety policies, regulations and legislation.	He thanked Exxaro for providing the opportunity to move the graves, and to allow their input into the process.	JN further stated that the Motshoene graves may not be directly impacted; however, access to the graves is already restricted giving rise to the decision to include these graves in the process.
		NoK will be entitled to performances at their burial grounds and graves, within constraints that may be imposed by any health and safety policies, regulations and legislation.		
	Exxaro Arnot Coal will have indemnity from any risk, injury, damage or other impact on NoK when visiting gravesites.	Exxaro Arnot Coal will be entitled to indemnify itself of any claims in the event of loss, injury, death or any other risk experienced by NoK when accessing graves.	Mr Motshoene indicated his confusion regarding indemnity.	JN clarified the indemnity, stating that if someone was to die in the mine area, it would be reflected as a fatality on the mine. If the death/injury was <b>not</b> caused by Exxaro mining operations, they would not be held responsible.  However, if the death/injury was the result of negligence on the part of Exxaro, then
		NoK will be entitled to sign informed consent indemnifying Exxaro Arnot		

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Remedial action	Remedial action principles / comments	Entitlement	NoK input (7 June 2014)	Response / Action Item
		Coal of any loss, injury, death or any other risk experienced when visiting graves.		Exxaro would be responsible.
<b>Improvement to burial grounds and graves</b>	Exxaro Arnot Coal must allow NoK to repair, restore and rehabilitate burial grounds and graves	NoK will be entitled to improve the existing state of conserved burial grounds and graves, at their own cost		JN stated that an aspect of the CMP would be to draft status quo reports that will be used to monitor the condition of graves. If graves are damaged by project activities, Exxaro will be responsible to repair such graves.
		NoK will be entitled to being informed of any changes to burial grounds and graves as a result of project activities, or changes in ownership		
	Exxaro Arnot Coal must repair, restore and rehabilitate burial grounds and graves affected by project activities resulting from Exxaro Arnot Coal's development	Exxaro Arnot Coal will cover the costs of improvement to burial grounds and graves, in the event that project-related activities have resulted in damage to such sites.		
<b>Presentation of burial grounds and</b>	Exxaro Arnot Coal must allow NoK presentation of / at the burial grounds and	NoK will be entitled to access their graves erect for the purposes of erecting new		

Minutes of First Next-of-Kin Meeting held on 7 June 2014 at the Corn and Cob, Mpumalanga



Remedial action	Remedial action principles / comments	Entitlement	NoK input (7 June 2014)	Response / Action Item
graves	graves	grave dressings		
		NoK will be responsible for all costs associated with erecting new grave dressings		
Performances at burial grounds and graves	Exxaro Arnot Coal must acknowledge the right of NoK to express their living heritage	NoK will be entitled to performing actions associated with living heritage at graves.		
		NoK will be responsible for all costs associated with performances.		
Recompense for <i>in situ</i> conservation	NoK whose burial grounds and graves are conserved <i>in situ</i> will not be recompensed	NoK will not be entitled to any recompense in the form of solatia or otherwise for the conservation of graves		
<b>Category 2 graves (Graves that will be directly impacted on)</b>				
Relocation of graves	Exxaro Arnot Coal must cover the costs of exhuming, relocating and re-interring the contents of	Exxaro Arnot Coal will implement a grave relocation process in accordance with applicable legislation		

Minutes of First Next-of-Kin Meeting held on 7 June 2014 at the Corn and Cob, Mpumalanga



Remedial action	Remedial action principles / comments	Entitlement	NoK input (7 June 2014)	Response / Action Item
	graves	Exxaro Arnot Coal will appoint a qualified and registered archaeologist to manage the grave relocation process		
		Exxaro Arnot Coal will cover the cost to engage a registered funeral undertaker to exhume, transport and re-inter the contents of graves under supervision of a qualified archaeologist		
	Exxaro Arnot Coal must cover the costs to identify and consult NoK regarding proposals to relocate graves	NoK will be entitled to participate in the decision-making process in order to reach agreements regarding relocating graves		
		NoK will be entitled to provide informed consent prior to exhuming the contents of graves		
Re-	Exxaro Arnot Coal must	NoK will be entitled to have		

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Remedial action	Remedial action principles / comments	Entitlement	NoK input (7 June 2014)	Response / Action Item
<b>establishment of graves</b>	cover costs for the establishment of new graves	the contents of their graves re-interred in new grave plots in established cemeteries of their choice, within reason and relevant legal frameworks.		
		Exxaro Arnot Coal will cover costs associated with the procurement and registration of new grave plots		
	Exxaro Arnot Coal must cover costs for improvement and presentation of new grave sites after re-interment	NoK will be entitled to the removal of existing commercial or artisan dressings, such as granite headstones, and re-erected at the new gravesite, with the provision that cemetery regulations make allowance for such dressings.		JN stated that in most instances NoK are urged to have the graves relocated to a municipal cemetery as they will be looked after in these types of cemeteries.
		NoK will be entitled to the have non-commercial or non-artisan dressings such as brick-and-mortar dressings, replaced at the new gravesite		

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Remedial action	Remedial action principles / comments	Entitlement	NoK input (7 June 2014)	Response / Action Item
		with commercial grave dressings of similar costs.		
		NoK will be entitled to grave markers at the new grave where existing grave dressings comprised only stone-packed cairns or were absent.		
		Exxaro Arnot Coal will repair or replace grave dressings damaged as a result of relocation		
		Exxaro Arnot Coal will replace grave dressings disallowed in new cemetery due to cemetery regulations with minimum acceptable dressing		
	Exxaro Arnot Coal must ensure that new grave sites are registered in the names of the bona fide	NoK will be responsible for costs of improvement and presentation of new grave sites after re-establishment		JN stated that no cash would be given to any person to buy the items required for rituals or performances. This ensures that no individual is accused of being paid for



Minutes of First Next-of-Kin Meeting held on 7 June 2014 at the Corn and Cob, Mpumalanga



Remedial action	Remedial action principles / comments	Entitlement	NoK input (7 June 2014)	Response / Action Item
	NoK			grave relocation.
	Exxaro Arnot Coal must acknowledge the right of NoK to express their living heritage in respect of burial grounds and graves, and cover reasonable costs associated with performances that may be associated with such living heritage	NoK will be entitled to expressing their living heritage		JN requested that the families provide a list of items required for the rituals/ceremonies at the next meeting.
		Logistical arrangements and needs will be determined and agreed on in consultation with NoK		
		Exxaro Arnot Coal will cover expenses associated with logistical arrangements and physical needs of NoK in order to express their living heritage		
<b>Solatia</b>	Exxaro Arnot Coal should acknowledge that grave relocation may result in perceptions of loss and inconvenience and loss experienced	Exxaro Arnot Coal will acknowledge the inconvenience and possible loss experienced by NoK as a financial token that will be agreed upon between NoK and Exxaro Arnot Coal		JN requested that NoK must consult with their families and provide a cost at next meeting.  NoK must keep in mind that all other expenses will be paid for by Exxaro, and that the solatium will only be paid after the entire process has concluded NoK must

Minutes of First Next-of-Kin Meeting held on 7 June 2014 at the Corn and Cob, Mpumalanga



Remedial action	Remedial action principles / comments	Entitlement	NoK input (7 June 2014)	Response / Action Item
	<p>NoK will not receive any additional payment, other than recompense in the form of a solatium, for attending meetings or giving consent.</p> <p>Beneficiaries of solatia will be NoK defined in accordance with Section 3 of the Exhumations Ordinance, i.e. the closest relative of the deceased. This means that only one closest living relative will receive solatia.</p>	<p>Only <i>bona fide</i> NoK as defined under Section 3 of the Exhumations Ordinance will be entitled to receiving solatia, i.e. only the single, closest living relative will be eligible.</p>		<p>provide amounts at next meeting. Exxaro to respond / agree / negotiate.</p>
<b>Category 3 graves (Graves that will be directly impacted on, without identified NoK)</b>				
<b>Relocation of graves</b>	<p>Exxaro Arnot Coal must cover the costs of exhuming, relocating and re-interring the contents of graves</p>	<p>Exxaro Arnot Coal will implement a grave relocation process in accordance with applicable legislation</p> <p>Exxaro Arnot Coal will appoint a qualified and</p>		<p>JN stated that graves without identified NoK are generally reburied in municipal cemeteries</p>

Minutes of First Next-of-Kin Meeting held on 7 June 2014 at the Corn and Cob, Mpumalanga

Remedial action	Remedial action principles / comments	Entitlement	NoK input (7 June 2014)	Response / Action Item
		registered archaeologist to manage the grave relocation process		
		Exxaro Arnot Coal will cover the cost to engage a registered funeral undertaker to exhume, transport and re-inter the contents of graves under supervision of a qualified archaeologist		
<b>Re-establishment of graves</b>	Exxaro Arnot Coal must cover costs for the establishment of new graves	Exxaro Arnot Coal will cover costs associated with the procurement and registration of new grave plots		
	Exxaro Arnot Coal must cover costs for improvement and presentation of new grave sites after re-interment	Exxaro Arnot Coal will remove and re-erect existing commercial or artisan dressings, such as granite headstones, and re-erected at the new gravesite, with the provision that cemetery regulations make allowance for such dressings.		

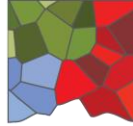
Minutes of First Next-of-Kin Meeting held on 7 June 2014 at the Corn and Cob, Mpumalanga



Remedial action	Remedial action principles / comments	Entitlement	NoK input (7 June 2014)	Response / Action Item
		<p>Exxaro Arnot Coal will provide grave markers at the new grave where existing grave dressings did not comprise commercial or artisan dressings. Grave markers will indicate the grave number, origin and date of relocation of the grave.</p>		
		<p>Exxaro Arnot Coal will repair or replace grave dressings damaged as a result of relocation</p>		
		<p>Exxaro Arnot Coal will replace grave dressings disallowed in new cemetery due to cemetery regulations with minimum acceptable dressing</p>		

## **7 Closing and next meeting**

- A tentative date of 21 June 2014 was agreed on for the next meeting.
- A SMS notification of the next meeting will be sent out when the next meeting is organised with information regarding the transport.
- Johan once again thanked all those present for their time.



# DIGBY WELLS

## ENVIRONMENTAL

**21 June 2104**

Arnot Mooifontein Grave Relocation Process Next-of-Kin Registration and Draft Entitlement Framework discussion

### **Agenda**

1. Welcome and apologies
2. Approval of Previous Minutes and Matters Arising
3. Purpose of the meeting
4. Discuss Draft Entitlement Framework
5. Comments and questions
6. Registration of Next-of-Kin
7. Announcement of next meeting
8. Closing and thanks





# DIGBY WELLS

## ENVIRONMENTAL

### ATTENDANCE REGISTER

#### ARNOT MOOIFONTEIN GRAVE RELOCATION NEXT-OF-KIN MEETING

#### GRAVE RELOCATION PROCESS FOR THE PROPOSED ARNOT COAL MINE, MPUMALANGA PROVINCE, SOUTH AFRICA

21 June 2014

DATE: 21 June 2014

VENUE: Beestepan Agricultural School

PROJECT: EXX2589

TIME: 10:00 - 15:00

Digby Wells & Associates (Pty) Ltd. Co. Reg. No. 1999/05985/07. Fern Isle, Section 10, 359 Pretoria Ave Randburg Private Bag X10046, Randburg, 2125, South Africa  
Tel: +27 11 789 9495, Fax: +27 11 789 9498, [info@digbywells.com](mailto:info@digbywells.com), [www.digbywells.com](http://www.digbywells.com)

Directors: A Sing\*, AR Wilke, LF Koeslag, PD Tanner (British)\*, AJ Reynolds (Chairman) (British)\*, J Leaver\*, GE Truster (C.E.O)  
\*Non-Executive




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Mrs	Corine de Jonge	The Herald Previous farm owners daughter/sister.	P.O. Box 44 Rietkuil 1097	Tel: 082 805 7967 Fax: - E-mail: 150years@vodanet.co.za Signature: [Signature]





**DIGBY WELLS**  
ENVIRONMENTAL

**Arnot Mooifontein Grave Relocation**  
Next-of-Kin Meeting  
21 June 2014

[www.digbywells.com](http://www.digbywells.com)


## Agenda

1. Welcome & apologies
2. Approval of previous minutes & matters arising
3. Purpose of meeting
4. Discuss Draft Entitlement Framework
5. Comments & questions
6. Registration of next-of-kin
7. Announcement of next meeting
8. Closing & thanks




## Purpose of this meeting

- Provide feedback on first meeting
- Receive input from NoK on DEF
- Register bona fide next of kin



## Draft Entitlement Framework

**NHRA Regulations Chapter XI  
Consultation**





## Purpose

- **Entitlement = rights & responsibilities that NoK & Exxaro Arnot Coal have regarding gravesites**
- DEF is to **ensure that next-of-kin (NoK) are given the right** to make decisions regarding their gravesites
- Outcome of DEF is an Entitlement Framework (EF)
- EF will form **basis of agreement between NoK and Exxaro Arnot Coal**
- **EF will be submitted to SAHRA, etc. for approval**



## Outline

1. General entitlement
2. Entitlement regarding gravesites if they stay in place
3. Entitlement regarding gravesites if they are moved
4. Entitlement regarding graves that are moved, but that do not have NoK



### Section 1: General Entitlement

Remedial action	Remedial action principles / comments	Entitlement
Consultation related to entitlement	NoK and other interested people must be identified to consult and decide on the future of gravesites	Exxaro Arnot Coal will collect NoK to attend the meetings and take them back again, within approximately 150 km of the meeting venue
	Interested people can include the NoK, landowners, amakosi and local authorities	
	Exxaro Arnot Coal must consider providing travel assistance to NoK to attend meetings	NoK and other people will be a consulted
	Travel assistance will not be paid in cash or paying for fuel, taxis, busses or air travel	
	If NoK can not attend meetings they must appoint someone to attend for them	



### Section 2: Entitlement if Graves do not Move


Remedial action	Remedial action principles / comments	Entitlement
Plan for management of existing graves	Exxaro Arnot Coal must compile a Conservation Management Plan (CMP)	NoK and other people will be allowed to make comments and decisions
	The CMP must be written with input from the NoK	
	The CMP must include agreements on how gravesites will be protected, how access will be provided	






**Section 2: Entitlement if Graves do not Move**

Remedial action	Remedial action principles / comments	Entitlement
Conservation of burial grounds and graves	Exxaro Arnot Coal must protect and look after gravesites that will not be relocated	Exxaro Arnot Coal must make sure that condition of gravesites are kept as it is during the life of the project
		Exxaro Arnot Coal will protect gravesites by putting up fences
		Exxaro Arnot Coal will clean gravesites and look after them if NoK can not do it




**Section 2: Entitlement if Graves do not Move**

Remedial action	Remedial action principles / comments	Entitlement
Access to conserved burial grounds and graves	Exxaro Arnot Coal must allow NoK to visit gravesites and perform cultural ceremonies	NoK will be allowed to visit gravesites, but must obey any health and safety rules
		NoK will be allowed to put up tombstones, but must obey any health and safety rules
		NoK will be allowed to perform rituals and ceremonies at their gravesites, but must obey any health and safety rules.
	Exxaro Arnot Coal will not be responsible for loss, injury, damage, death or other impact on NoK when visiting gravesites	Exxaro Arnot Coal will be entitled to indemnity of any claims in the event of loss, injury, death or any other risk experienced by NoK when visiting graves.
		NoK will need to sign informed indemnity every time they visit graves




**Section 2: Entitlement if Graves do not Move**

Remedial action	Remedial action principles / comments	Entitlement
Improvement to burial grounds and graves	Exxaro Arnot Coal must allow NoK to repair and fix gravesites	NoK will be allowed to repair and fix gravesites at their own cost
		NoK will be told of any changes to gravesites that may happen because of project activities or if landowners change
	Exxaro Arnot Coal must repair and fix gravesites if they have been affected by project activities	Exxaro Arnot Coal will pay for the repair and fixing of gravesites if project activities have affected them




**Section 2: Entitlement if Graves do not Move**

Remedial action	Remedial action principles / comments	Entitlement
Presentation of burial grounds and graves	Exxaro Arnot Coal must allow NoK to erect tombstones and visit graves to perform ceremonies	NoK will be allowed to visit gravesites to erect new tombstones
		NoK must pay for all new tombstones and ceremonies




**Section 2: Entitlement if Graves do not Move**

Remedial action	Remedial action principles / comments	Entitlement
Performances at burial grounds and graves	Exxaro Arnot Coal must allow NoK to express their culture	NoK will be allowed to perform actions associated with living heritage at graves
		NoK will be responsible for all costs associated with performances




**Section 2: Entitlement if Graves do not Move**

Remedial action	Remedial action principles / comments	Entitlement
Recompense for in situ conservation	NoK whose gravesites will not be relocated will not receive solatia	NoK will not be paid if their gravesites are not relocated




**Section 3: Entitlement if Graves are Moved**

Remedial action	Remedial action principles / comments	Entitlement
Relocation of graves	Exxaro Arnot Coal must pay the costs of exhuming, relocating and reburial of deceased	Exxaro Arnot Coal will pay for a grave relocation as per law
		Exxaro Arnot Coal will pay a qualified and registered archaeologist to manage the grave relocation process
		Exxaro Arnot Coal will pay the cost of a registered funeral undertaker to exhume, transport and rebury the deceased
	Exxaro Arnot Coal will pay the cost to identify and consult NoK	NoK will be allowed the right to make decisions and agreements to relocate graves NoK will be allowed the right to give informed consent before graves are exhumed




**Section 3: Entitlement if Graves are Moved**

Remedial action	Remedial action principles / comments	Entitlement
Re-establishment of graves	Exxaro Arnot Coal must pay the costs to move and rebury the deceased in new graves	NoK will be allowed to have their deceased relatives reburied in new grave plots in other cemeteries of their choice as long as it is allowed by law and reasonable
		Exxaro Arnot Coal will pay the costs of new graves




### Section 3: Entitlement if Graves are Moved

Remedial action	Remedial action principles / comments	Entitlement
Re-establishment of graves	Exxaro Arnot Coal must pay the costs to move and rebury the deceased in new graves	Exxaro Arnot Coal will pay to have old tombstones removed and put up again at new cemeteries as long as it is allowed by cemetery rules
		Exxaro Arnot Coal will replace "informal" tombstones such as bricks-and-cement, at the new cemetery with new tombstones
		Exxaro Arnot Coal will pay for new grave markers at the new cemeteries if the old graves did not have any tombstones
		Exxaro Arnot Coal will fix or replace tombstones that may be damaged during removal
		Exxaro Arnot Coal will replace tombstones if the new cemetery does not allow the old ones




### Section 3: Entitlement if Graves are Moved

Remedial action	Remedial action principles / comments	Entitlement
Re-establishment of graves	Exxaro Arnot Coal must register the new graves in the names of the NoK  Exxaro Arnot Coal must acknowledge the right of NoK to perform cultural ceremonies and pay for things that may be required	NoK will need to pay for all fixing and repair of new graves after they have been relocated
		NoK will be allowed to perform cultural ceremonies
		NoK will be allowed to provide lists of things that may be required for cultural ceremonies for agreement between NoK and Exxaro Arnot Coal
		Exxaro Arnot Coal will pay the expenses that may be needed for the cultural ceremonies




### Section 3: Entitlement if Graves are Moved

Remedial action	Remedial action principles / comments	Entitlement
Solatia	Exxaro Arnot Coal will acknowledge that moving graves are difficult for NoK	Exxaro Arnot Coal will acknowledge that moving graves are difficult for NoK by paying a goodwill token to bona fide NoK
	NoK will not be paid any other money other than the goodwill token, for attending meetings or giving permission	Only <i>bona fide</i> NoK as defined under Section 3 of the Exhumations Ordinance will receive the goodwill token, i.e. only the single, closest living relative
	Only bona fide NoK will receive the goodwill token. This means that only one closest living relative will receive solatia	



### Section 4: Entitlement if no NoK are Identified

Remedial action	Remedial action principles / comments	Entitlement
Relocation of graves	Exxaro Arnot Coal must pay for the costs of exhuming, relocating and re-intering the contents of graves	Exxaro Arnot Coal will implement a grave relocation process in accordance with applicable legislation
		Exxaro Arnot Coal will appoint a qualified and registered archaeologist to manage the grave relocation process
		Exxaro Arnot Coal will pay for a registered funeral undertaker to exhume, transport and re-inter the contents of graves under supervision of a qualified archaeologist



### Section 4: Entitlement if no NoK are Identified

Remedial action	Remedial action principles / comments	Entitlement
Re-establishment of graves	Exxaro Arnot Coal must cover costs for the establishment of new graves  Exxaro Arnot Coal must cover costs for improvement and presentation of new grave sites after re-interment	Exxaro Arnot Coal will pay the costs for new graves
		Exxaro Arnot Coal will remove and put up tombstones at new cemeteries
		Exxaro Arnot Coal will pay for grave markers at the new graves if the old graves did not have "formal" tombstones. Grave markers will indicate the grave number, origin and date of relocation of the grave.
		Exxaro Arnot Coal will fix or replace tombstones damaged as a result of relocation
		Exxaro Arnot Coal will replace tombstones that may not be allowed in new cemeteries with new tombstones

### Comments and questions



### Next-of-Kin Registration



### Identified Deceased

Site Number	Grave Number	Deceased	Dates
G 02	107	Anna M. H. Rossouw	b. Jun. 1917, d. 28 Feb. 1920
G 02	100	Hannes L. A. Rossouw	b. 19 Jul. 1928, d. 4 Jun. 1929
G 03	106	April Leshoka Mokwana	d. 1902
G 05	102	Frans Pieter Rossouw	b. 10 Jul. 1893, d. 12 Dec. 1962
G 05	104	Johannes L. A. Rossouw	b. 30 Sep. 1936, d. 5 Jun. 1944
G 08	353	Sesi Martha Ngoma	b. 4 Dec. 1967, d. 15 Nov. 2010
G 10	350	Toekie Motshoene	n.d.
G 10	359	Andries Motshoene	d. 1945



## Defining Next-of-Kin

- NoK are defined as the following, in order of preference:
  1. Surviving spouse
  2. Eldest adult child
  3. Parent
  4. Eldest adult sibling
  5. Closest adult relative



## Defining Next-of-Kin

- NoK to sign affidavit declaring their relationship to deceased
- Affidavit does not mean NoK are agreeing or giving permission
- Affidavit only verifies who can sign agreement and give permission
- Affidavit will also determine who will receive solatia



## Next meeting

- Proposed date: 5 July 2014
- Time: 11h00
- Venue: Corn & Cob or Beestekraal School



THANK YOU!



**Project Name:** Arnot Mooifontein Grave Relocation

**Project No:** EXX 2589

**Date:** 21 June 2014

## 1 Present

Name	Affiliation	Title
Mr Johan Nel (JN)	Digby Wells	Grave Relocation Project manager
Ms Natasha Higgitt (NH)	Digby Wells	Heritage Consultant
Ms Simphiwe Mthiyane	Exxaro Arnot Coal	Environmental Officer
Mr Edward Mbedzi	Exxaro Arnot Coal	Environmental Observer
Mr David Ndlovu	Exxaro Arnot Coal	
Ms Nhlanhla Mahlangu	Steve Tshwete CDW	
Mrs Corine de Jonge	The Herald	
Yolandi van Rooyen	Middleburg Mpumalanga Historical Conservation	
Mr Thapelo Maseko	Maseko & Associates	
Mr Lawrence Mkhonza		Heritage Consultant
Wynand Mokwena	Mafube Colliery	

Family and next of kin as per attendance register attached.

## 2 Apologies

- Pieter Motshoene; and
- Ngoma Family

## 3 Welcome and introduction

Meeting was chaired by JN.



- JN welcomed everyone present and thanked the audience for their time to attend the meeting.
- JN introduced Digby Wells' specialists;
- JN apologised for the late start as he had agreed with Exxaro that the meeting would start at 11:00 and not 10:00 as the meeting invite indicated.

#### **4 Purpose of the meeting**

- JN stated that the purpose of the meetings would be the same, as the main objective is to discuss the Draft Entitlement Framework (DEF).
- JN added that agreement on the DEF will not constitute consent for grave relocation, but will form the basis for entitlements if, and when, grave relocation is implemented. Consent from the NoK will be requested from NoK for grave relocation.
- JN continued to present the Draft Entitlement Framework (DEF) matrix to the stakeholders present, in simplified language, aided by a PowerPoint presentation. Ms Simphiwe Mthiyane facilitated with translation
- JN summarized Section 2 of the DEF as none of the affected graves would be conserved *in situ*.

#### **5 Matters Arising**

<b>Matter raised</b>	<b>Digby Wells Response</b>
Mr Wynand Mokwena asked if his graves located on Mooifontein Portion 4 would be affected.	JN responded that only portions 1, 5, 7 and the Remaining extent of Mooifontein would be affected.

## 6 NoK Input into Entitlement Matrix

Remedial action	Remedial action principles / comments	Entitlement	NoK input (21 June 2014)	Response / Action Item
<b>Consultation related to entitlement</b>	All possible affected stakeholders must be identified in respect of proposals regarding the future of burial grounds and graves.	Affected stakeholders will be entitled to be consulted.	NoK agreed in principal	
	Affected stakeholders may include landowners, relatives of the deceased, traditional and local authorities, and conservation groups.			
	Exxaro Arnot Coal must consider providing travel assistance to NoK to attend meetings	Exxaro Arnot Coal will collect and provide transport for stakeholders within a 150 km radius of the meeting venue		
	Travel assistance must exclude cash reimbursements for any travel related expenses,			

Minutes of First Next-of-Kin Meeting held on 21 June 2014 at the Corn and Cob, Mpumalanga



Remedial action	Remedial action principles / comments	Entitlement	NoK input (21 June 2014)	Response / Action Item
	including fuel, public transport or air travel.			
	NoK who cannot attend focus group meetings will need to elect and appoint representatives to act on their behalf.			
<b>Category 1 graves (Graves that will not be directly impacted on)</b>				
<b>Plan for in situ management of graves</b>	A Conservation Management Plan (CMP) must be drafted at the cost of Exxaro Arnot Coal	Affected NoK and landowners will be entitled to provide input into the CMP through consultation	Mr Andries Motshoene (AM) asked if the Motshoene graves would be moved.	JN responded by stating that the access to the Motshoene graves is at risk, so the graves should be moved so that the families may have unrestricted access to their graves. JN added that if the mine plan changes and the access to the graves will not be impacted on, then the graves will be conserved <i>in situ</i> .
	A CMP must be an inclusive, participatory decision-making process with input from all affected persons, including NoK and landowners.			
	The CMP must include agreements on the conservation, presentation and improvement of burial			

Minutes of First Next-of-Kin Meeting held on 21 June 2014 at the Corn and Cob, Mpumalanga



Remedial action	Remedial action principles / comments	Entitlement	NoK input (21 June 2014)	Response / Action Item
	grounds and graves			
<b>Conservation of burial grounds and graves</b>	Exxaro Arnot Coal must protect and conserve burial grounds and graves that will remain in situ in the project area	Exxaro Arnot Coal will ensure that the status quo of the burial grounds and graves are maintained throughout the life of the project;		
		Exxaro Arnot Coal will fence burial grounds and grave to safeguard sites against possible direct, physical damage		
		Exxaro Arnot Coal will maintain sites through cleaning and periodic monitoring in lieu of unrestricted access by NoK		
<b>Access to conserved burial grounds and graves</b>	Exxaro Arnot Coal must acknowledge the right of NoK to access conserved burial grounds and graves to ensure sustainable use	NoK will be entitled to access gravesites, within constraints that may be imposed by any health and safety policies, regulations and legislation.		

Minutes of First Next-of-Kin Meeting held on 21 June 2014 at the Corn and Cob, Mpumalanga

Remedial action	Remedial action principles / comments	Entitlement	NoK input (21 June 2014)	Response / Action Item
	of the sites and safeguard their cultural significance	NoK will be entitled to improvement of their burial grounds and graves, within constraints that may be imposed by any health and safety policies, regulations and legislation.		
		NoK will be entitled to performances at their burial grounds and graves, within constraints that may be imposed by any health and safety policies, regulations and legislation.		
	Exxaro Arnot Coal will have indemnity from any risk, injury, damage or other impact on NoK when visiting gravesites.	Exxaro Arnot Coal will be entitled to indemnify itself of any claims in the event of loss, injury, death or any other risk experienced by NoK when accessing graves.		
		NoK will be entitled to sign informed consent indemnifying Exxaro Arnot		

Minutes of First Next-of-Kin Meeting held on 21 June 2014 at the Corn and Cob, Mpumalanga

Remedial action	Remedial action principles / comments	Entitlement	NoK input (21 June 2014)	Response / Action Item
		Coal of any loss, injury, death or any other risk experienced when visiting graves.		
<b>Improvement to burial grounds and graves</b>	Exxaro Arnot Coal must allow NoK to repair, restore and rehabilitate burial grounds and graves	NoK will be entitled to improve the existing state of conserved burial grounds and graves, at their own cost  NoK will be entitled to being informed of any changes to burial grounds and graves as a result of project activities, or changes in ownership		
	Exxaro Arnot Coal must repair, restore and rehabilitate burial grounds and graves affected by project activities resulting from Exxaro Arnot Coal's development	Exxaro Arnot Coal will cover the costs of improvement to burial grounds and graves, in the event that project-related activities have resulted in damage to such sites.		
<b>Presentation of burial grounds and</b>	Exxaro Arnot Coal must allow NoK presentation of / at the burial grounds and	NoK will be entitled to access their graves erect for the purposes of erecting new		



Minutes of First Next-of-Kin Meeting held on 21 June 2014 at the Corn and Cob, Mpumalanga

Remedial action	Remedial action principles / comments	Entitlement	NoK input (21 June 2014)	Response / Action Item
graves	graves	grave dressings		
		NoK will be responsible for all costs associated with erecting new grave dressings		
Performances at burial grounds and graves	Exxaro Arnot Coal must acknowledge the right of NoK to express their living heritage	NoK will be entitled to performing actions associated with living heritage at graves.		
		NoK will be responsible for all costs associated with performances.		
Recompense for <i>in situ</i> conservation	NoK whose burial grounds and graves are conserved <i>in situ</i> will not be recompensed	NoK will not be entitled to any recompense in the form of solatia or otherwise for the conservation of graves		
<b>Category 2 graves (Graves that will be directly impacted on)</b>				
Relocation of graves	Exxaro Arnot Coal must cover the costs of exhuming, relocating and re-interring the contents of	Exxaro Arnot Coal will implement a grave relocation process in accordance with applicable legislation	JM asked how urgent is the grave relocations. NoK agreed in principal.	JN responded and stated that Exxaro wishes to mine the areas where the graves are situated very soon. JN added that no grave relocation can be conducted without

Minutes of First Next-of-Kin Meeting held on 21 June 2014 at the Corn and Cob, Mpumalanga



Remedial action	Remedial action principles / comments	Entitlement	NoK input (21 June 2014)	Response / Action Item
	graves	Exxaro Arnot Coal will appoint a qualified and registered archaeologist to manage the grave relocation process		the families consent, or without a permit from SAHRA.
		Exxaro Arnot Coal will cover the cost to engage a registered funeral undertaker to exhume, transport and re-inter the contents of graves under supervision of a qualified archaeologist		
	Exxaro Arnot Coal must cover the costs to identify and consult NoK regarding proposals to relocate graves	NoK will be entitled to participate in the decision-making process in order to reach agreements regarding relocating graves		
		NoK will be entitled to provide informed consent prior to exhuming the contents of graves		
<b>Re-</b>	Exxaro Arnot Coal must	NoK will be entitled to have	Mr Jan Mokwena (JM) asked if	JN responded that the families need to state

Minutes of First Next-of-Kin Meeting held on 21 June 2014 at the Corn and Cob, Mpumalanga



Remedial action	Remedial action principles / comments	Entitlement	NoK input (21 June 2014)	Response / Action Item
<b>establishment of graves</b>	cover costs for the establishment of new graves	the contents of their graves re-interred in new grave plots in established cemeteries of their choice, within reason and relevant legal frameworks.	the graves will be moved to Dannelton. NoK agreed in principal.	where they would like the graves to be moved to. Neither Digby Wells nor Exxaro can stipulate the relocation site; this is the right of the family to decide.
		Exxaro Arnot Coal will cover costs associated with the procurement and registration of new grave plots		
	Exxaro Arnot Coal must cover costs for improvement and presentation of new grave sites after re-interment	NoK will be entitled to the removal of existing commercial or artisan dressings, such as granite headstones, and re-erected at the new gravesite, with the provision that cemetery regulations make allowance for such dressings.	NoK agreed in principal.	JN stated that in most instances NoK are urged to have the graves relocated to a municipal cemetery as they will be looked after in these types of cemeteries.
		NoK will be entitled to the have non-commercial or non-artisan dressings such as brick-and-mortar dressings, replaced at the new gravesite		

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Remedial action	Remedial action principles / comments	Entitlement	NoK input (21 June 2014)	Response / Action Item
		with commercial grave dressings of similar costs.		
		NoK will be entitled to grave markers at the new grave where existing grave dressings comprised only stone-packed cairns or were absent.		
		Exxaro Arnot Coal will repair or replace grave dressings damaged as a result of relocation		
		Exxaro Arnot Coal will replace grave dressings disallowed in new cemetery due to cemetery regulations with minimum acceptable dressing		
	Exxaro Arnot Coal must ensure that new grave sites are registered in the names of the bona fide	NoK will be responsible for costs of improvement and presentation of new grave sites after re-establishment	AM indicated that a goat sacrifice would be required before the graves are exhumed, and a cow sacrifice	JN stated that no cash would be given to any person to buy the items required for rituals or performances. This ensures that no individual is accused of being paid for

Minutes of First Next-of-Kin Meeting held on 21 June 2014 at the Corn and Cob, Mpumalanga



Remedial action	Remedial action principles / comments	Entitlement	NoK input (21 June 2014)	Response / Action Item
	NoK		would be required when the remains are reburied in Dannelton. JM stated that they would need the same for their graves.	grave relocation. JN requested that the families provide a list of items required for the rituals/ceremonies at the next meeting as well as timeframes for rituals and ceremonies.
	Exxaro Arnot Coal must acknowledge the right of NoK to express their living heritage in respect of burial grounds and graves, and cover reasonable costs associated with performances that may be associated with such living heritage	NoK will be entitled to expressing their living heritage	JM stated that they would require four male elders and two female elders for the Arnot rituals.	
		Logistical arrangements and needs will be determined and agreed on in consultation with NoK	AM stated that they would require four elders for the Arnot ritual.	
		Exxaro Arnot Coal will cover expenses associated with logistical arrangements and physical needs of NoK in order to express their living heritage	Both AM and JM stated that they would require traditional beer for the rituals.	
<b>Solatia</b>	Exxaro Arnot Coal should acknowledge that grave relocation may result in perceptions of loss and inconvenience and loss experienced	Exxaro Arnot Coal will acknowledge the inconvenience and possible loss experienced by NoK as a financial token that will be agreed upon between NoK and Exxaro Arnot Coal	JM asked how the solatia would work.	JN responded that the solatia is a goodwill token that would be paid after the relocation has been concluded to the <i>bone fida</i> NoK (i.e. one closest living relative). JN requested that NoK must consult with their families and provide a cost at next

Minutes of First Next-of-Kin Meeting held on 21 June 2014 at the Corn and Cob, Mpumalanga



Remedial action	Remedial action principles / comments	Entitlement	NoK input (21 June 2014)	Response / Action Item
	<p>NoK will not receive any additional payment, other than recompense in the form of a solatium, for attending meetings or giving consent.</p> <p>Beneficiaries of solatia will be NoK defined in accordance with Section 3 of the Exhumations Ordinance, i.e. the closest relative of the deceased. This means that only one closest living relative will receive solatia.</p>	<p>Only <i>bona fide</i> NoK as defined under Section 3 of the Exhumations Ordinance will be entitled to receiving solatia, i.e. only the single, closest living relative will be eligible.</p>		<p>meeting.</p> <p>NoK must keep in mind that all other expenses will be paid for by Exxaro.</p> <p>NoK affidavits were given to the NoK present to complete for the next meeting.</p> <p>NoK must provide amounts at next meeting.</p> <p>Exxaro to respond / agree / negotiate.</p>
<b>Category 3 graves (Graves that will be directly impacted on, without identified NoK)</b>				
<b>Relocation of graves</b>	<p>Exxaro Arnot Coal must cover the costs of exhuming, relocating and re-interring the contents of graves</p>	<p>Exxaro Arnot Coal will implement a grave relocation process in accordance with applicable legislation</p> <p>Exxaro Arnot Coal will appoint a qualified and</p>		<p>JN stated that graves without identified NoK are generally reburied in municipal cemeteries</p>



Remedial action	Remedial action principles / comments	Entitlement	NoK input (21 June 2014)	Response / Action Item
		registered archaeologist to manage the grave relocation process		
		Exxaro Arnot Coal will cover the cost to engage a registered funeral undertaker to exhume, transport and re-inter the contents of graves under supervision of a qualified archaeologist		
<b>Re-establishment of graves</b>	Exxaro Arnot Coal must cover costs for the establishment of new graves	Exxaro Arnot Coal will cover costs associated with the procurement and registration of new grave plots		
	Exxaro Arnot Coal must cover costs for improvement and presentation of new grave sites after re-interment	Exxaro Arnot Coal will remove and re-erect existing commercial or artisan dressings, such as granite headstones, and re-erected at the new gravesite, with the provision that cemetery regulations make allowance for such dressings.		

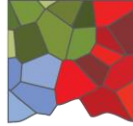
Minutes of First Next-of-Kin Meeting held on 21 June 2014 at the Corn and Cob, Mpumalanga



Remedial action	Remedial action principles / comments	Entitlement	NoK input (21 June 2014)	Response / Action Item
		<p>Exxaro Arnot Coal will provide grave markers at the new grave where existing grave dressings did not comprise commercial or artisan dressings. Grave markers will indicate the grave number, origin and date of relocation of the grave.</p>		
		<p>Exxaro Arnot Coal will repair or replace grave dressings damaged as a result of relocation</p>		
		<p>Exxaro Arnot Coal will replace grave dressings disallowed in new cemetery due to cemetery regulations with minimum acceptable dressing</p>		

## **7 Closing and next meeting**

- A tentative date of 5 July 2014 was agreed on for the next meeting.
- A SMS notification of the next meeting will be sent out when the next meeting is organised with information regarding the transport.
- Johan once again thanked all those present for their time.



# DIGBY WELLS

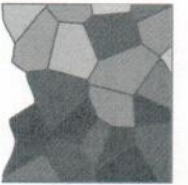
## ENVIRONMENTAL

**5 July 2014**

Arnot Mooifontein Grave Relocation Process Next-of-Kin Registration and Draft Entitlement Framework discussion

### **Agenda**

1. Welcome and apologies
2. Approval of Previous Minutes and Matters Arising
3. Purpose of the meeting
4. Discuss Draft Entitlement Framework
5. Comments and questions
6. Registration of Next-of-Kin
7. Announcement of next meeting
8. Closing and thanks



# DIGBY WELLS

## ENVIRONMENTAL

### ATTENDANCE REGISTER

#### ARNOT MOOIFONTEIN GRAVE RELOCATION NEXT-OF-KIN MEETING

#### GRAVE RELOCATION PROCESS FOR THE PROPOSED ARNOT COAL MINE, MPUMALANGA PROVINCE, SOUTH AFRICA

5 July 2014

DATE:

5 July 2014

VENUE:

Can & Gob

PROJECT:

EXX2589

TIME:

11:00 - 15:00

Digby Wells & Associates (Pty) Ltd. Co. Reg. No. 1999/05985/07. Fern Isle, Section 10, 359 Pretoria Ave Randburg Private Bag X10046, Randburg, 2125, South Africa  
Tel: +27 11 789 9495, Fax: +27 11 789 9498, [info@digbywells.com](mailto:info@digbywells.com), [www.digbywells.com](http://www.digbywells.com)

Directors: A Sing\*, AR Wilke, LF Koeslag, PD Tanner (British)\*, AJ Reynolds (Chairman) (British)\*, J Leaver\*, GE Trusler (C.E.O)  
\*Non-Executive

GRAVE RELOCATION PROCESS FOR THE PROPOSED ARNOT COAL MINE

EXX2589

DIGBY WELLS  
ENVIRONMENTAL



TITLE	NAME AND SURNAME	ORGANISATION	POSTAL ADDRESS	CONTACT DETAILS	
				Tel:	Signature:
	Johan Nel	Digby Wells			
Mr	APRILENCE MKHONZA	EMANUEL HEATH	P.O. BOX 70073 TAMBANE	Tel: 0723025347	
				Fax:	
				E-mail:	h.mkhonza@digbywells.com
				Signature:	
				Tel:	0713127049
				Fax:	
				E-mail:	
MR	John Mokuana		P.O. Box 4110 Jenunikon	Tel: 07239448230	
				Fax:	
				E-mail:	
				Signature:	John Mokuana
				Tel:	08351622
				Fax:	
				E-mail:	
				Signature:	
				Tel:	0824262234
				Fax:	
				E-mail:	
				Signature:	
MR	SIPHO MTSWENI	Ndk	P.O. BOX 510 JENUNIKON		



GRAVE RELOCATION PROCESS FOR THE PROPOSED ARNOT MOOIFONTEIN COAL MINE


EXX2589

DIGBY WELLS  
ENVIRONMENTAL



TITLE	NAME AND SURNAME	ORGANISATION	POSTAL ADDRESS	CONTACT DETAILS	
	Savan Mahlangu	Arke van Nyk farms. <del>Arke</del> Ngoma grave.	Arnot Station 1051	Tel: 0784691762	
	Fransis Mthemi	Nok	P O Box 186 Benetton	E-mail: <a href="mailto:nsmahlangu">nsmahlangu</a>	Signature: <i>FR</i>
	Jongile Mokoena	Nok	P.O.Box 610 Benetton 1030	Tel:	Signature: <i>FR</i>
MR	TD. Mthembu	EXX10	Arnot Cottas H.V.3	Tel: 013 297 8105	Signature: <i>Mthembu TA</i>
MR	A.E. Mbedzi	EXX10		E-mail: <a href="mailto:Edward.Mbedzi@exx10.com">Edward.Mbedzi@exx10.com</a>	Signature: <i>Edward Mbedzi</i>
MR	J. MATHSHEANE	STUPE TSHABETE LOCAL MURDER RALITY WARD CUR.	1735 CREESBENT STREET RYTO MATHABU 1053.	Tel: 08121634155 07620087003	Signature: <i>J. Mathsheane</i>






**DIGBY WELLS**  
ENVIRONMENTAL

**Arnot Mooifontein Grave Relocation**  
Next-of-Kin Meeting  
5 July 2014

[www.digbywells.com](http://www.digbywells.com)

## Agenda


1. Welcome & apologies
2. Approval of previous minutes & matters arising
3. Purpose of meeting
4. Receive input for NoK on DEF, focusing on Section 3
5. Lunch
6. Registration of next-of-kin
7. Announcement of next meeting
8. Closing & thanks



**DIGBY WELLS**  
ENVIRONMENTAL

## Purpose of this meeting


- Provide feedback on second meeting
- Receive input from NoK on DEF, focusing on Section 3
- Register bona fide next of kin



**DIGBY WELLS**  
ENVIRONMENTAL

## Draft Entitlement Framework

**NHRA Regulations Chapter XI  
Consultation**



**DIGBY WELLS**  
ENVIRONMENTAL

## Purpose

- **Entitlement = rights & responsibilities that NoK & Exxaro Arnot Coal have regarding gravesites**
- DEF is to **ensure that next-of-kin (NoK) are given the right** to make decisions regarding their gravesites
- Outcome of DEF is an Entitlement Framework (EF)
- EF will form **basis of agreement between NoK and Exxaro Arnot Coal**
- **EF will be submitted to SAHRA, etc. for approval**



## Outline

1. General entitlement
2. Entitlement regarding gravesites if they stay in place
3. Entitlement regarding gravesites if they are moved
4. Entitlement regarding graves that are moved, but that do not have NoK



### Section 1: General Entitlement

Remedial action	Remedial action principles / comments	Entitlement
Consultation related to entitlement	NoK and other interested people must be identified to consult and decide on the future of gravesites	Exxaro Arnot Coal will collect NoK to attend the meetings and take them back again, within approximately 150 km of the meeting venue
	Interested people can include the NoK, landowners, amakosi and local authorities	
	Exxaro Arnot Coal must consider providing travel assistance to NoK to attend meetings	NoK and other people will be a consulted
	Travel assistance will not be paid in cash or paying for fuel, taxis, busses or air travel	
	If NoK can not attend meetings they must appoint someone to attend for them	




### Section 3: Entitlement if Graves are Moved

Remedial action	Remedial action principles / comments	Entitlement
Relocation of graves		Exxaro Arnot Coal will pay for a grave relocation as per law
		Exxaro Arnot Coal will pay a qualified and registered archaeologist to manage the grave relocation process
		Exxaro Arnot Coal will pay the cost of a registered funeral undertaker to exhume, transport and rebury the deceased
		NoK will be allowed the right to make decisions and agreements to relocate graves
	Exxaro Arnot Coal will pay the cost to identify and consult NoK	NoK will be allowed the right to give informed consent before graves are exhumed




**Section 3: Entitlement if Graves are Moved**

Remedial action	Remedial action principles / comments	Entitlement
Re-establishment of graves	Exxaro Amot Coal must pay the costs to move and rebury the deceased in new graves	NoK will be allowed to have their deceased relatives reburied in new grave plots in other cemeteries of their choice as long as it is allowed by law and reasonable
		Exxaro Amot Coal will pay the costs of new graves




**Section 3: Entitlement if Graves are Moved**

Remedial action	Remedial action principles / comments	Entitlement
Re-establishment of graves	Exxaro Amot Coal must pay the costs to move and rebury the deceased in new graves	Exxaro Amot Coal will pay to have old tombstones removed and put up again at new cemeteries as long as it is allowed by cemetery rules
		Exxaro Amot Coal will replace "informal" tombstones such as bricks-and-cement, at the new cemetery with new tombstones
		Exxaro Amot Coal will pay for new grave markers at the new cemeteries if the old graves did not have any tombstones
		Exxaro Amot Coal will fix or replace tombstones that may be damaged during removal
		Exxaro Amot Coal will replace tombstones if the new cemetery does not allow the old ones




**Section 3: Entitlement if Graves are Moved**

Remedial action	Remedial action principles / comments	Entitlement
Re-establishment of graves	Exxaro Amot Coal must register the new graves in the names of the NoK  Exxaro Amot Coal must acknowledge the right of NoK to perform cultural ceremonies and pay for things that may be required	NoK will need to pay for all fixing and repair of new graves after they have been relocated
		NoK will be allowed to perform cultural ceremonies
		NoK will be allowed to provide lists of things that may be required for cultural ceremonies for agreement between NoK and Exxaro Amot Coal
		Exxaro Amot Coal will pay the expenses that may be need for the cultural ceremonies



**Section 3: Entitlement if Graves are Moved**

Remedial action	Remedial action principles / comments	Entitlement
Solatia	Exxaro Amot Coal will acknowledge that moving graves are difficult for NoK  NoK will not be paid any other money other than the goodwill token, for attending meetings or giving permission  Only bona fide NoK will receive the goodwill token. This means that only one closest living relative will receive solatia	Exxaro Amot Coal will acknowledge that moving graves are difficult for NoK by paying a goodwill token to bona fide NoK
		Only <i>bona fide</i> NoK as defined under Section 3 of the Exhumations Ordinance will receive the goodwill token, i.e. only the single, closest living relative



## Next-of-Kin Registration



## Defining Next-of-Kin

- NoK are defined as the following, in order of preference:
  1. Surviving spouse
  2. Eldest adult child
  3. Parent
  4. Eldest adult sibling
  5. Closest adult relative



## Defining Next-of-Kin

- NoK to sign affidavit declaring their relationship to deceased
- Affidavit does not mean NoK are agreeing or giving permission
- Affidavit only verifies who can sign agreement and give permission
- Affidavit will also determine who will receive solatia



## Next meeting

- Proposed date
- Time
- Venue









**Project Name:** Arnot Mooifontein Grave Relocation

**Project No:** EXX 2589

**Date:** 5 July 2014

## 1 Present

Name	Affiliation	Title
Mr Johan Nel (JN)	Digby Wells	Grave Relocation Project manager
Ms Natasha Higgitt (NH)	Digby Wells	Heritage Consultant
Ms Simphiwe Mthiyane	Exxaro Arnot Coal	Environmental Officer
Mr Edward Mbedzi	Exxaro Arnot Coal	Environmental Observer
Mr Johan Matshiambe	Steve Tshwete CDW	Ward Councillor
Mrs Corine de Jonge	The Herald	
Mr Lawrence Mkhonza	Emandulo Heritage	Heritage Consultant

Family and next of kin as per attendance register attached.

## 2 Apologies

- William Mokwana.

## 3 Welcome and introduction

Meeting was chaired by JN.

- JN welcomed everyone present and thanked the audience for their time to attend the meeting.
- JN introduced Digby Wells' specialists;
- JN stated that he would sit with Ms Mahlangu to explain the progress of the project thus far and go through the DEF with her as she has not been present at the previous two meetings.

## 4 Approval of previous meeting minutes

The minutes of the previous meeting held on the 21 June 2014 were approved by Simphiwe Mthiyane and seconded by Lawrence Mkhonza.

## 5 Purpose of the meeting

- JN reiterated that agreement on the DEF will not constitute consent for grave relocation, but will form the basis for entitlements if, and when, grave relocation is implemented. Consent from the NoK will be requested from NoK for grave relocation.
- JN focused on Section 3 of the DEF (Graves that are to be relocated) as this is the main concern of the NoK present.

## 6 Matters Arising

Matter raised	Digby Wells Response
<p>Johan Matshiamé</p> <p>He stated that he understands the issue within the Motshoene family, as he has had experience with projects like this.</p> <p>The presentation says that Exxaro will pay for the relocation; therefore they need to compensate the families.</p> <p>He urged Exxaro to provide an amount for solatia that the families can discuss.</p>	<p>JN noted the comment and thanked the Councillor for his input.</p> <p>JN responded by stating that because Exxaro is paying for the relocation, no cash compensation is payable to NoK.</p> <p>JN further responded by stating that it had been emphasised from the start of the process that solatia is not a legal requirement, but a goodwill gesture that Exxaro would pay.</p>
<p>Lawrence Mkhonza</p> <p>With regards to the solatia, this is the difficult part. He suggested that as a way forward the councillor should provide input as he knows the communities in the area and knows that the families are often misinformed of the project. There has been a precedent set in the area by similar projects. Exxaro cannot just remove the solatia from their negotiations just because it is not required by law; they need to come to some sort of an agreement.</p>	<p>JN notes the comment and agreed that the councillor should be involved in the process.</p>
<p>Corine de Jong</p>	<p>JN noted the comment.</p>



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<p>Cash compensation for grave relocation is causing problems in the region: people are burying their deceased on farms without obtaining permission.</p>	
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## 7 NoK Input into Entitlement Matrix

Remedial action	Remedial action principles / comments	Entitlement	NoK input (5 July 2014)	Response / Action Item
Consultation related to entitlement			NoK agreed in principal	
Category 1 graves (Graves that will not be directly impacted on)			Entitlements agreed to in principle	
Category 2 graves (Graves that will be directly impacted on)				
Relocation of graves	Exxaro Arnot Coal must cover the costs of exhuming, relocating and re-interring the contents of graves	Exxaro Arnot Coal will implement a grave relocation process in accordance with applicable legislation	NoK agreed in principle	
		Exxaro Arnot Coal will appoint a qualified and registered archaeologist to manage the grave relocation process		
		Exxaro Arnot Coal will cover the cost to engage a registered funeral undertaker to exhume, transport and re-inter the contents of graves under supervision of a		

Remedial action	Remedial action principles / comments	Entitlement	NoK input (5 July 2014)	Response / Action Item
		qualified archaeologist		
	Exxaro Arnot Coal must cover the costs to identify and consult NoK regarding proposals to relocate graves	NoK will be entitled to participate in the decision-making process in order to reach agreements regarding relocating graves		
		NoK will be entitled to provide informed consent prior to exhuming the contents of graves		
<b>Re-establishment of graves</b>	Exxaro Arnot Coal must cover costs for the establishment of new graves	NoK will be entitled to have the contents of their graves re-interred in new grave plots in established cemeteries of their choice, within reason and relevant legal frameworks.	<ol style="list-style-type: none"> <li>1. The Mokwana family would like their graves to be relocated to a family burial ground in Dannelton;</li> <li>2. The Motshoene family indicated that they had not been able to discuss it with the family, but indicated that they had tentatively agreed on the graves being relocated to a family burial ground in Dannelton;</li> <li>3. Sarah Mahlangu</li> </ol>	<ol style="list-style-type: none"> <li>1. JN noted the family's requests.</li> <li>2. JN stated that as the graves will not be relocated (as indicated by the NoK) into a municipal cemetery, Exxaro must ensure that the relocation graves are dug beforehand. JN notes that the <i>diphiri</i> usually handles this task; however Exxaro will appoint someone to do this for family.</li> </ol>
		Exxaro Arnot Coal will cover costs associated with the procurement and registration of new grave plots		

Remedial action	Remedial action principles / comments	Entitlement	NoK input (5 July 2014)	Response / Action Item
			(representing the Ngoma family graves) stated that she would need to speak to her grandmother first.	
	Exxaro Arnot Coal must cover costs for improvement and presentation of new grave sites after re-interment	NoK will be entitled to the removal of existing commercial or artisan dressings, such as granite headstones, and re-erected at the new gravesite, with the provision that cemetery regulations make allowance for such dressings.	NoK agreed in principal.	<ol style="list-style-type: none"> <li>1. JN stated that in most instances NoK are urged to have the graves relocated to a municipal cemetery as they will be looked after in these types of cemeteries.</li> <li>2. JN showed the NoK present an example of the replacement headstones stating the size of the tombstones, an example of the inscription and the material of the tombstones (granite).</li> </ol>
NoK will be entitled to the have non-commercial or non-artisan dressings such as brick-and-mortar dressings, replaced at the new gravesite with commercial grave dressings of similar costs.				
NoK will be entitled to grave markers at the new grave where existing grave				

Remedial action	Remedial action principles / comments	Entitlement	NoK input (5 July 2014)	Response / Action Item
		dressings comprised only stone-packed cairns or were absent.		
		Exxaro Arnot Coal will repair or replace grave dressings damaged as a result of relocation		
		Exxaro Arnot Coal will replace grave dressings disallowed in new cemetery due to cemetery regulations with minimum acceptable dressing		
	Exxaro Arnot Coal must ensure that new grave sites are registered in the names of the bona fide NoK	NoK will be responsible for costs of improvement and presentation of new grave sites after re-establishment	NoK agree in principle	
Exxaro Arnot Coal must acknowledge the right of NoK to express their living heritage in respect of burial grounds and graves, and	NoK will be entitled to expressing their living heritage	Logistical arrangements and needs will be determined	1. Jan Mkwana stated that he does not have a list of requirements as his brother is unwell and he was unable to discuss this matter with	1. JN noted the comment from Mr Mkwana. 2. JN reiterated that no cash would be given to any person to buy the items required for rituals or performances. This ensures that no





Remedial action	Remedial action principles / comments	Entitlement	NoK input (5 July 2014)	Response / Action Item
	cover reasonable costs associated with performances that may be associated with such living heritage	<p>and agreed on in consultation with NoK</p> <hr/> <p>Exxaro Arnot Coal will cover expenses associated with logistical arrangements and physical needs of NoK in order to express their living heritage</p>	<p>him.</p> <p>2. NoK agree on the principles of this entitlement.</p>	<p>individual is accused of being paid for grave relocation or any accusations that one person is benefiting more than another.</p> <p>3. JN stated that the list should include any requirements for the sacrifice at Mooifontein. Exxaro would also need to ensure access to the graves at Mooifontein for the ritual. Other requirements may include a list of food to be prepared for the ceremony at Dannelton and any other requirements, such as ingredients for traditional beer. The list will be taken to Exxaro for consideration and approval. The list is dependent on your culture and your family.</p> <p>4. JN added that no alcohol would be bought for the ceremony, only the traditional beer for ceremonial use, as Exxaro is responsible for the entire event/process and they cannot afford to supply alcohol and then blamed if something goes wrong.</p>



Remedial action	Remedial action principles / comments	Entitlement	NoK input (5 July 2014)	Response / Action Item
Solatia	Exxaro Arnot Coal should acknowledge that grave relocation may result in perceptions of loss and inconvenience and loss experienced	Exxaro Arnot Coal will acknowledge the inconvenience and possible loss experienced by NoK as a financial token that will be agreed upon between NoK and Exxaro Arnot Coal	<ol style="list-style-type: none"> <li>1. Andries Mthweni stated that there is a disagreement within his family, as the family seems to understand that there is a large amount of money coming their way and this has caused problems in the family. They have not decided on an amount because of the tension in the family.</li> <li>2. Siphon Motshoene want is the solatia intended for?</li> <li>3. Petros Mthweni added that he has previously requested the documents to be translated into Zulu so that he may understand them.</li> <li>4. Jan Mokwana added a request for the information should be in English as his children do not understand Zulu.</li> </ol>	<ol style="list-style-type: none"> <li>1. JN noted the statement from Andries and noted the problem in the family.               <ol style="list-style-type: none"> <li>i. JN added that the solatia is a goodwill token that would be paid after the relocation has been concluded to the <i>bona fide</i> NoK (i.e. one closest living relative).</li> <li>ii. NoK must keep in mind that all other expenses will be paid for by Exxaro.</li> <li>iii. If the families cannot reach an agreement between themselves, and between themselves and Exxaro on the amount then Exxaro will remove this entitlement from the DEF, as it is not required by law.</li> <li>iv. International guidelines state that any financial compensation should be avoided at all costs and that compensation should be in kind.</li> <li>v. JN reminded those present that only the <i>bona fide</i> NoK would be paid the solatia, however, it is up to that person to decide what happens</li> </ol> </li> </ol>
	NoK will not receive any additional payment, other than recompense in the form of a solatium, for attending meetings or giving consent.			
	Beneficiaries of solatia will be NoK defined in accordance with Section 3 of the Exhumations Ordinance, i.e. the closest relative of the deceased. This means that only one closest living relative will receive solatia.	Only <i>bona fide</i> NoK as defined under Section 3 of the Exhumations Ordinance will be entitled to receiving solatia, i.e. only the single, closest living relative will be eligible.		

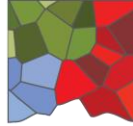


Remedial action	Remedial action principles / comments	Entitlement	NoK input (5 July 2014)	Response / Action Item
				<p>to the money.</p> <ul style="list-style-type: none"><li>vi. JN added that it is not the responsibility of JN, Digby Wells or Exxaro to solve family disputes and arguments.</li><li>vii. JN stated that Exxaro has previously been requested to provide an amount for solatia.</li><li>viii. JN committed to get a resolution from Exxaro regarding the solatia.</li></ul> <ol style="list-style-type: none"><li>2. JN responded by saying that the solatia is a good will token that will be given to the bona fide NoK to acknowledge any emotional hardship experience by the NoK.</li><li>3. JN apologises for this and assures Mr Mthweni that translated documents would be sent to him before the next meeting.</li><li>4. JN notes the comments and states that all documents handed out at the meetings have been in English.</li><li>5. JN reminds NoK present that by agreeing to the DEF does not mean that the NoK give consent for the relocation of their graves. Consent</li></ol>

Remedial action	Remedial action principles / comments	Entitlement	NoK input (5 July 2014)	Response / Action Item
				<p>must still be sought and agreed upon by the families.</p> <p>NoK affidavits were given to the NoK present to complete for the next meeting.</p>
<p><b>Category 3 graves (Graves that will be directly impacted on, without identified NoK)</b></p>			<p><b>Agreed to in principle</b></p>	

## 8 Closing and next meeting

- A tentative date of 26 July 2014 was agreed on for the next meeting.
- A SMS notification of the next meeting will be sent out when the next meeting is organised with information regarding the transport.
- Johan once again thanked all those present for their time.



# DIGBY WELLS

## ENVIRONMENTAL

**2 August 2014**

Arnot Mooifontein Grave Relocation Process Draft Entitlement Framework discussion

### **Agenda**

1. Welcome and apologies
2. Approval of Previous Minutes and Matters Arising
3. Purpose of the meeting
4. Present issues regarding solatia and requirements by NoK
5. Comments and questions
6. Announcement of next meeting
7. Closing and thanks



# DIGBY WELLS

## ENVIRONMENTAL

### ATTENDANCE REGISTER

#### ARNOT MOOIFONTEIN GRAVE RELOCATION NEXT-OF-KIN MEETING

GRAVE RELOCATION PROCESS FOR THE PROPOSED ARNOT COAL MINE, MPUMALANGA PROVINCE, SOUTH AFRICA

2 Aug 2014

DATE:

2 Aug 2014

VENUE:

Beestepan Agricultural School.

PROJECT:

EXX2589

TIME:

11:00 - 13:00.

Digby Wells & Associates (Pty) Ltd. Co. Reg. No. 1999/05985/07. Fern Isle, Section 10, 359 Pretoria Ave Randburg Private Bag X10046, Randburg, 2125, South Africa  
Tel: +27 11 789 9495, Fax: +27 11 789 9498, [info@digbywells.com](mailto:info@digbywells.com), [www.digbywells.com](http://www.digbywells.com)

Directors: A Sing\*, AR Wilke, LF Koeslag, PD Tanner (British)\*, AJ Reynolds (Chairman) (British)\*, J Leaver\*, GE Trusler (C.E.O)  
\*Non-Executive





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	Pietros Mshwami		Wphuleeng	Fax:	
	John Mokwana		P.O. Box 410 Jenkinson	E-mail:	
	Jan Mokwana			Signature: <i>Jan Mokwana</i>	
	Sarah Mahlangu		P.O. Box 3 Dinnat station	Tel:	0784691762
	Mhlankhla Mahlangu	Abus Steve Tshwete	P.O. Box 3333 Middelburg 1050	Fax:	0785146009
				E-mail:	
				Signature:	<i>Abus Steve Tshwete</i>
				Tel:	
				Fax:	
				E-mail:	
				Signature:	
				Tel:	
				Fax:	
				E-mail:	
				Signature:	

GRAVE RELOCATION PROCESS FOR THE PROPOSED ARNOT MOOIFONTEIN COAL MINE

EXX2589

DIGBY WELLS  
ENVIRONMENTAL



TITLE	NAME AND SURNAME	ORGANISATION	POSTAL ADDRESS	CONTACT DETAILS
MR	LAWRENCE MKHONZA	EMPHABULO HARTBEI	P.O. Box 70073 ISAANNE 1548.	Tel: 0723425347 Fax: - E-mail: l.mkhonza@wetsmh/2 Signature: Lmthorze.
MR	ZACHARIA MOKWANA	NOK	P.O. Box 528 DENILTON 1030	Tel: - Fax: - E-mail: 22mokwana@yahoo Signature:
				Tel: - Fax: - E-mail: - Signature: -
				Tel: - Fax: - E-mail: - Signature: -
				Tel: - Fax: - E-mail: - Signature: -
				Tel: - Fax: - E-mail: - Signature: -

**Project Name:** Arnot Mooifontein Grave Relocation

**Project No:** EXX 2589

**Date:** 2 August 2014

## 1 Present

Name	Affiliation	Title
Mr Johan Nel (JN)	Digby Wells	Grave Relocation Project manager
Ms Natasha Higgitt (NH)	Digby Wells	Heritage Consultant
AdelaideNkabinde	Exxaro Arnot Coal	Community Liaison
Nhlanhla Mahlangu	CDW Steve Tshwete	
Mr Lawrence Mkhonza	Emandulo Heritage	Heritage Consultant

Family and next of kin as per attendance register attached.

## 2 Apologies

- Simphiwe Mthiyane, David Mbezi and Siphon Motshoene.

## 3 Welcome and introduction

Meeting was chaired by JN.

- JN welcomed everyone present and thanked the audience for their time to attend the meeting; and
- JN introduced Digby Wells' specialists and Exxaro personnel.

## 4 Approval of previous meeting minutes

The minutes of the previous meeting held on the 21 June 2014 were approved by Lawrence Mkhonza and seconded by Sarah Mahlangu.

## 5 Purpose of the meeting

- JN stated that the purpose of the meeting would be to present and discuss issues regarding the solatia.

## 6 Matters Arising

Matter raised	Digby Wells Response
<p>Jan Mokwana</p> <p>The Mokwana family is happy with the process so far, however they want to know if Exxaro will be compensating the family for the land on which their graves are located, as they perceive the burial ground as their property.</p>	<p>JN thanked him for his comment and responded that issue of land ownership is not a part of the current process and he cannot give an answer, however, he would raise this issue with Exxaro.</p>
<p>Andries Mtshweni</p> <p>Raised issue of the reopened land claims process, and asked from whom did Exxaro purchase the property, and how will grave relocation affect claims, if any.</p>	<p>JN noted the comment and stated that he cannot provide information regarding previous landowners.</p> <p>JN added that grave relocation should never affect any claims, as the process followed in this instance ensures an accurate record of persons buried on the land..</p>

## 7 Issues regarding the Solatia amount

- JN stated that Exxaro has realised that grave relocation may affect many people in many different places.
- Exxaro has therefore decided that a policy must be developed for relocation that will ensure that everyone is treated fairly.
- Exxaro is currently busy with the policy, but have requested Digby Wells to communicate to the NoK that financial compensation in future will probably not be paid for grave relocation.
- JN explained that one of the reasons for avoiding any cash compensation is to reduce the risk to families and Exxaro being accused of bribery or benefitting unfairly.
- Exxaro Arnot, however, feels that because the solatia have been discussed since the start of this consultation process, they are willing to provide an amount of R500.00 per grave.
- JN stated that, although he committed to provide this amount to NoK via SMS, he felt that because it is a sensitive matter, it is better to do this in person at the meeting and to discuss this with the NoK.

- JN added that if solatia is paid, Exxaro will require that the solatia is defined as payment for something concrete, such as paying for incidental expenses incurred by the NoK.
- JN stated that this will be ensure proper financial auditing by Exxaro, and that no person can be accused of paying or receiving bribes.
- JN reminded NoK that “compensation” as it applies to this project, includes all the entitlements that have been agreed to in principle, to date, including the purchasing of new headstones, new graves, food for the ceremonies, sacrificial animals, transport etc.
- JN provided an example where these costs could amount to R15 000.00. Other mines would pay this as compensation to the families, but then expect them to make most arrangements themselves.
- JN stated other problems with the cash compensation, including issues of who will be the rightful beneficiary, how will payment be made, (e.g. if the beneficiary does not have bank account).
- JN stated that he does not expect the NoK to make any decision in the meeting, but to consider the solatia and the amount with their families.
- JN stated that, *in his personal opinion*, solatia should be removed from any agreement, but that the decision rests with the NoK and Exxaro Arnot.



## 8 NoK Input into Entitlement Matrix

Remedial action	Remedial action principles / comments	NoK input (2 August 2014)	Response / Action Item
<b>Consultation related to entitlement</b>		<b>NoK agreed in principal</b>	
<b>Category 1 graves (Graves that will not be directly impacted on)</b>		<b>Entitlements agreed to in principle</b>	
<b>Category 2 graves (Graves that will be directly impacted on)</b>			
<b>Relocation of graves</b>	Exxaro Arnot Coal must cover the costs of exhuming, relocating and re-interring the contents of graves	NoK agreed in principle to entitlements	
	Exxaro Arnot Coal must cover the costs to identify and consult NoK regarding proposals to relocate graves		
<b>Re-establishment of graves</b>	Exxaro Arnot Coal must cover costs for the establishment of new graves	<ol style="list-style-type: none"> <li>1. Sarah Mahlangu (representing the Ngoma family graves) stated that the Ngoma family would like their graves relocated to the Mhluzi cemetery.</li> <li>2. NoK agreed in principle to entitlements</li> </ol>	
	Exxaro Arnot Coal must cover costs for improvement and presentation of new grave sites after re-interment.		

Remedial action	Remedial action principles / comments	NoK input (2 August 2014)	Response / Action Item
	<p>Exxaro Arnot Coal must ensure that new grave sites are registered in the names of the bona fide NoK</p> <p>Exxaro Arnot Coal must acknowledge the right of NoK to express their living heritage in respect of burial grounds and graves, and cover reasonable costs associated with performances that may be associated with such living heritage</p>		
<b>Solatia</b>	<p>Exxaro Arnot Coal should acknowledge that grave relocation may result in perceptions of loss and inconvenience and loss experienced</p> <p>NoK will not receive any additional payment, other than recompense in the form of a solatium, for attending meetings or giving consent.</p> <p>Beneficiaries of solatia will be NoK defined in accordance with Section 3 of the Exhumations Ordinance, i.e. the closest relative of the deceased. This means that only one closest living relative will receive solatia.</p>	<ol style="list-style-type: none"> <li>1. Petrus Mtshweni stated that there is still some conflicts within the family, certain members believe that the NoK will benefit financially from a large compensation amount.</li> <li>2. Andries Mtshweni stated that he has heard that other mining companies pay people for grave relocation, and questioned why Exxaro is not compensating families.</li> <li>3. Jan Mokwana stated his</li> </ol>	<ol style="list-style-type: none"> <li>i. JN noted the statement from Petrus Mtshweni: and responded by offering to meet the family in Dennilton to explain the process and that compensation will be in-kind and that no financial compensation will be paid.</li> <li>2. JN noted the comment:             <ol style="list-style-type: none"> <li>i. JN responded that he is aware that other mines pay compensation, but that it is done instead of the mine paying for all the expenses;</li> <li>ii. JN responded by stating that if the families receive lump sum compensation, they are responsible for all the ceremonial and</li> </ol> </li> </ol>





Remedial action	Remedial action principles / comments	NoK input (2 August 2014)	Response / Action Item
		<p>dissatisfaction with the R500.00 amount.</p> <p>4. Andries Mtshweni stated his dissatisfaction with the R500.00 amount, and requested that a date for relocation should rather be discussed.</p> <p>5. Sarah Mahlangu stated that the Ngoma family is satisfied with the proposed in-kind compensation</p>	<p>other aspects, that Exxaro will be providing in this case;</p> <p>iii. JN further stated that there is no control over how money may be spent by families, therefore, to ensure that everything is done with respect for the families cultures and beliefs, it is best practice not to pay financial compensation.</p> <p>3. JN noted the comment.</p> <p>4. JN noted the comment and responded that:</p> <p>i. In order to determine a date for relocation, agreement must be reached to enable the permit applications to be submitted.</p> <p>ii. A date can only be fixed after the relevant permits have been issued.</p> <p>5. JN noted the comment and thanked the Ngoma family for their decision.</p>
<b>Category 3 graves (Graves that will be directly impacted on, without identified NoK)</b>		<b>Agreed to in principle</b>	

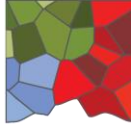


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## 9 Closing and next meeting

- A date of 16 August 2014 was agreed on for the next meeting.
- A SMS notification of the next meeting will be sent out when the next meeting is organised with information regarding the transport.
- Johan once again thanked all those present for their time.



# DIGBY WELLS

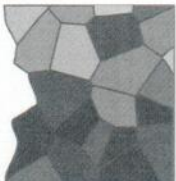
## ENVIRONMENTAL

**16 August 2014**

Arnot Mooifontein Grave Relocation Process Draft Entitlement Framework discussion

### **Agenda**

1. Welcome and apologies
2. Approval of Previous Minutes and Matters Arising
3. Purpose of the meeting
4. Present issues regarding solatia and requirements by NoK
5. Comments and questions
6. Announcement of next meeting
7. Closing and thanks



# DIGBY WELLS ENVIRONMENTAL

## ATTENDANCE REGISTER

### ARNOT MOOIFONTEIN GRAVE RELOCATION NEXT-OF-KIN MEETING

#### GRAVE RELOCATION PROCESS FOR THE PROPOSED ARNOT COAL MINE, MPUMALANGA PROVINCE, SOUTH AFRICA

16 August 2014

DATE:

16 August 2014

VENUE:

Beestepoort Agricultural High School.

PROJECT:

EXX2589

TIME:

11:00

Digby Wells & Associates (Pty) Ltd. Co. Reg. No. 1999/05985/07, Fern Isle, Section 10, 359 Pretoria Ave Randburg Private Bag X10046, Randburg, 2125, South Africa  
Tel: +27 11 789 9495, Fax: +27 11 789 9498, [info@digbywells.com](mailto:info@digbywells.com), [www.digbywells.com](http://www.digbywells.com)




Directors: A Sing\*, AR Wilke, LF Koeslag, PD Tanner (British)\*, AJ Reynolds (Chairman) (British)\*, J Leaver\*, GE Truster (C.E.O)  
\*Non-Executive

GRAVE RELOCATION PROCESS FOR THE PROPOSED ARNOT COAL MINE

EXX2589

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TITLE	NAME AND SURNAME	ORGANISATION	POSTAL ADDRESS	CONTACT DETAILS	
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	Mahlangu Sarah			Tel:	N.S. Mahlangu
	Andries Mkhwan		P.O. Box 186 Elandsdalen 0485	Tel:	
	Petrus Mphahleli		Mphahleli	Tel:	083 5150 622
	Johann Mphahleli		P.O. Box 400 Jenkinson 1030	Tel:	
	Jean Mphahleli		P/O Box 400 Jenkinson 1030	Tel:	0722394830
				Fax:	
				E-mail:	
				Signature:	Jam



GRAVE RELOCATION PROCESS FOR THE PROPOSED ARNOT MOOIFONTEIN COAL MINE

EXX2589

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TITLE	NAME AND SURNAME	ORGANISATION	POSTAL ADDRESS	CONTACT DETAILS			
				Tel:	Fax:	E-mail:	Signature:
Ms	Carine de Jonge	Middelburg Heritage Interest Group.	Box 1383 Middelburg	082805 7967		150ycens@vodanet1.co.za	[Signature]
Ms	Mhlanhla Mahlangu	CBW Steve Tshwete	P.O. Box 2333 Middelburg 1050	0725746009			Mahlangu
MR	Edward Mbedi	Exaro coal					Edward.Mbedi@exaracoal.co.za
Miss	Simplice Maryane	Exaro					Simplice.Maryane@exaracoal.co.za
Ms	Abelardo Nkabinda	Exaro					abelardo.nkabinda@exaracoal.co.za



**Project Name:** Arnot Mooifontein Grave Relocation

**Project No:** EXX 2589

**Date:** 16 August 2014

## 1 Present

Name	Affiliation	Title
Mr Johan Nel (JN)	Digby Wells	Grave Relocation Project manager
Ms Natasha Higgitt (NH)	Digby Wells	Heritage Consultant
Adelaide Nkabinde	Exxaro Arnot Coal	Community Liaison
Simphiwe Mthiyane	Exxaro Arnot Coal	Environmental Officer
Mr Edward Mbedzi	Exxaro Arnot Coal	Environmental Observer
Nhlanhla Mahlangu	CDW Steve Tshwete	
Mrs Corine de Jonge	The Herald	

Family and next of kin as per attendance register attached.

## 2 Apologies

No apologies

## 3 Welcome and introduction

Meeting was chaired by JN who welcomed everyone present and thanked the audience for their time to attend the meeting.

## 4 Approval of previous meeting minutes

The minutes of the previous meeting held on the 2 August 2014 were approved by Sarah Mahlangu and seconded by John Mokwana.

## 5 Purpose of the meeting

JN stated that the purpose of the meeting would be to get feedback from the families regarding the solatia and any other requirements.

## 6 Matters Arising

JN provided feedback on the issue raised at the previous meeting regarding the reopening of land claims. JN stated that Exxaro will abide by the rules, process and requirements that may be made by the Land Claims Commissioner in the event of any claims being lodged.

JN opened the discussion by stating that ideally all the families must agree so that the process can continue.

- JN asked each family to provide their feedback regarding the solatia amount. The families responded as follows:
  - Andries Mthweni stated that his family is not happy with R 500.00, however the family just wants the relocation to happen, any issues with land claims and solatia will be dealt with later.
  - John Mokwana stated that his family is very unhappy with R 500.00 solatia and has demanded that the process must stop until they are presented with a higher offer. The Mokwana family feels that if they were to accept the R 500.00 they are “selling-out” their ancestors.
  - Sarah Mahlangu stated that her family is not happy with the R 500.00 solatia and has made a counter-offer of R 3 000.00. Additionally her grandmother lives quite close to their graves and is worried that she will need to be moved.
- JN enquired from those present if they agree in principle to the grave relocation, notwithstanding the solatia issue.
- The attending NoK responded that in principle, they are in agreement with all the principles and entitlements discussed and agreed on to date.
- JN presented the letter of consent received from the Rossouw family at first meeting to show that all the affected families are being regarded on an equal basis.
- JN stated that the Rossouw family has not requested any solatia.
- All NoK attending agreed that the process and entitlements are fair and equal.
- JN stated that the preferred good practice option is to reach a single agreement with all NoK to ensure that the process is fair and equitable.
- If there cannot be one agreement, then there will be a separate agreement for the Rossouws and the Mthweni family; and a separate agreement for the Mokwana and Ngoma families, however, this is not the preferred option.
- JN stated that the final decision to issue permits rests with SAHRA and the relevant provincial and local authorities.
- Petrus Mthweni asked if this was the first grave relocation project and if not how has this been done before;
- Nhlanhla Mahlangu from the Steve Tshwete Municipality replied that this is not the first grave relocation in the area. Mafube and Optimum have both done grave relocations but she cannot comment on any compensation as she does not have that information.

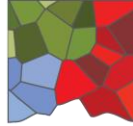
- JN added that he has been involved in numerous relocations in South African and in other countries like the DRC, and that relocation is commonly done.
- JN reiterated his statement made several times previously that at times some developers would rather compensate families in cash instead of covering the costs for relocation.
- JN stated that in such cases, it is the families' responsibility to organise and pay for all traditional activities and other actions.
- JN stated that the process Exxaro is following will safeguard that the relocation is done with respect and in accordance with all affected NoK's beliefs and customs.
- JN requested the attending NoK to clarify why solatia is required, adding that if he understands the motivation, a case may be put to Exxaro.
  - JN stated that he does not understand the reason and dissatisfaction with the solatia, as all other costs of grave relocation, including things such as 'home-bringing ceremonies', will be covered by Exxaro.
  - The attending NoK did not respond.
  - John Mokwana stated that his family has a perception that is benefiting financially and that he is misinforming them about the solatia.
  - JN responded that he is willing to meet the Mokwana family in Dennilton to explain the process.
- JN stated that, should the Mokwana family decide not to relocate their graves, the entire consultation process may need to begin again when their graves are going to be impacted on.
  - JN reiterated that Exxaro is working towards a policy on grave relocation that will not consider any solatia and financial compensation in the future.
  - JN enquired from the Mokwana family what amount they expects as solatia.
  - Jan Mokwana responded that this is a political issue. He stated that one grave dates to 1902 and the family therefore believes that their ancestors have shares in the mineral wealth beneath them, and that the family should therefore benefit from the mining. He enquired how Exxaro would compensate them for the 'mineral loss' if the graves are relocated.
  - JN noted the comment and responded although he understands and sympathised with past injustices that have affected many people, he cannot provide any comment on how and whether people should be compensated for mineral resources within the grave relocation process.
  - JN added that he believes it is unjust to use graves and the ancestors for personal gain and political purposes. He stated that Exxaro, as a relative young company, cannot be held responsible for things that happened 100 years ago.
- Corine de Jonge stated that the 1902 grave is defined as a historical site. A historical cemetery is currently being established in Middelburg where historical graves are being moved to, so the Mokwana family could consider moving the grave there.

## 7 Resolution and way forward

- JN summarised the responses from the families with regards to solatia:
  - The Rossouws do not expect solatia.
  - The Mthweni family stated that the solatia must be ignored to enable the process to continue.
  - The Mokwana family stated that the consultation and consequent relocation process must end as the solatia is too little. They therefore want their graves to be conserved in situ.
  - The Ngoma family requested R 3 000.00 solatia, but that the Ngoma family will be happy to discuss the solatia at a later stage, to ensure that the relocation can go ahead.
  - Corine de Jonge stated that it would be better if all the graves be moved at the same time so that the graves that are left behind won't be at risk.
- JN proposed the following:
  - The records of consultation will be collated into a permit application report.
  - Outcome of NoK and Exxaro input into the Draft Entitlement Framework, as captured in the minutes of all meetings held to date, will be formalised into an Entitlement Framework that will inform the agreements between the NoK and Exxaro.
  - Two agreements will be drafted: one generic agreement wherein all stakeholders will be requested to agree to the principles set out in the Entitlement Framework, irrespective of whether graves will be relocated; and, specific agreements between the respective NoK and Exxaro regarding the future of graves.
  - The Mthweni, Ngoma and Rossouw families will be requested to sign agreements as it pertains to grave relocation.
  - The Mokwana family will be requested to sign an agreement as it pertains to in situ conservation of their graves.
  - All graves will be included in the permit applications, which will include the signed agreements.
- All attending NoK agreed with the proposed way forward.
- The Mokwana family further agreed that SAHRA and the applicable provincial and local authorities will make the final decision regarding their graves.
- JN stated that the permit application may take up to three months, including drafting the application report.
- JN stated that the agreements will be prepared for signing by the NoK at the next meeting.

## **8 Closing and next meeting**

- JN stated that the NoK will be informed of the date of the next meeting via telephone and SMS notifications.
- The next meeting may only take place mid-September.
- Johan once again thanked all those present for their time.



# DIGBY WELLS

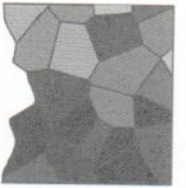
## ENVIRONMENTAL

**27 September 2014**

Arnot Mooifontein Grave Relocation Process Final Next-of-Kin meeting

### **Agenda**

1. Welcome and apologies
2. Approval of Previous Minutes and Matters Arising
3. Purpose of the meeting
4. Discussion and signing of agreements
5. Lunch
6. Site visit



# DIGBY WELLS

## ENVIRONMENTAL

### ATTENDANCE REGISTER

#### ARNOT MOOIFONTEIN GRAVE RELOCATION NEXT-OF-KIN MEETING

GRAVE RELOCATION PROCESS FOR THE PROPOSED ARNOT COAL MINE, MPUMALANGA PROVINCE, SOUTH AFRICA

27 September 2014

DATE: 27 September 2014 VENUE: Beestpan Agricultural school.

PROJECT: EXX 25891 TIME: 10:00

Digby Wells & Associates (Pty) Ltd. Co. Reg. No. 1999/05985/07. Fern Isle, Section 10, 359 Pretoria Ave Randburg Private Bag X10046, Randburg, 2125, South Africa  
Tel: +27 11 789 9495, Fax: +27 11 789 9498, [info@digbywells.com](mailto:info@digbywells.com), [www.digbywells.com](http://www.digbywells.com)

Directors: A Sing\*, AR Wilke, LF Koeslag, PD Tanner (British)\*, AJ Reynolds (Chairman) (British)\*, J Leaver\*, GE Truster (C.E.O)  
\*Non-Executive



TITLE	NAME AND SURNAME	ORGANISATION	POSTAL ADDRESS	CONTACT DETAILS	
Ms	Natasha Higgit	Digby Wells		Tel:	
				Fax:	
				E-mail:	natasha.higgit@digbywells.com
				Signature:	
	John Wad	Digby Wells		Tel:	
				Fax:	
				E-mail:	john.wad@digbywells.com
				Signature:	
	Tan Makwana			Tel:	
				Fax:	
				E-mail:	
				Signature:	072 3948230
	Pete's Mthwani			Tel:	
				Fax:	
				E-mail:	
				Signature:	083 5150622
	Sarah Mkhlangu		Arnot Station 1050	Tel:	0784691702
				Fax:	
				E-mail:	
				Signature:	

TITLE	NAME AND SURNAME	ORGANISATION	POSTAL ADDRESS	CONTACT DETAILS
	Lisa Inubandya			Tel: 0712796249 Fax: E-mail: Signature:
	Edward Mbebi	EXXARO		Tel: 072 3491322 Fax: E-mail: Edward.Mbebi@exxaro.com Signature:
				Tel: Fax: E-mail: Signature:
				Tel: Fax: E-mail: Signature:
				Tel: Fax: E-mail: Signature:
				Tel: Fax: E-mail: Signature:

**Project Name:** Arnot Mooifontein Grave Relocation

**Project No:** EXX 2589

**Date:** 27 September 2014

## 1 Present

Name	Affiliation	Title
Mr Johan Nel (JN)	Digby Wells	Grave Relocation Project manager
Ms Natasha Higgitt (NH)	Digby Wells	Heritage Consultant
Simphiwe Mthiyane	Exxaro Arnot Coal	Environmental Officer
Mr Edward Mbedzi	Exxaro Arnot Coal	Environmental Observer

Family and next of kin as per attendance register attached.

## 2 Apologies

- Adelaide Nkabinde and John Mokwana.

## 3 Welcome and introduction

Meeting was chaired by JN.

- JN welcomed everyone present and thanked the audience for their time to attend the meeting.

## 4 Approval of previous meeting minutes

The minutes of the previous meeting held on the 16 August 2014 were unanimously approved by all present.

## 5 Purpose of the meeting

- Present and explain the General Agreement and NoK Agreements to the attending NoK and signing of Agreements.
- Undertake a site visit with NoK to verify and identify the identity of the deceased and graves.

## 6 Agreements

- JN presented the Agreements in reference to the agreed entitlement framework and records of previous consultation.
- JN first presented the General Agreement wherein NoK and Exxaro agree to the contents of the Entitlement Framework as amended following each one of the previous five meetings.
- JN presented the NoK Agreement as it applies to the Mokwana family, i.e. agreement between them and Exxaro regarding the in situ conservation of the grave of April Leshoka Mokwana.
- JN presented the NoK Agreement as it applies to the Mthweni, Ngoma and Rossouw families, i.e. agreement between them and Exxaro regarding the relocation of their graves. JN also stated that until permits are issued for relocation, the agreement with regard to in situ conservation of graves will apply to these families and graves.
  - Mr Andries Mthweni raised a concern regarding these aspects of the General Agreement, as he will need to access his graves more frequently now that relocation will take place, especially the agreement that NoK will provide Exxaro with prior notice.
  - JN noted Mr Mthweni's comment and stated that, subsequent to signing the Agreements, the families and Exxaro can make arrangements appropriate to each family's needs. Ms Simphiwe Mthiyane confirmed this statement.
- Mr Andries Mthweni raised a concern regarding the exclusion of the solatia issue in the agreements. He enquired whether Exxaro would honour the clauses included in the Agreement for future direct consultation between the NoK and Exxaro, and whether Digby Wells will bear witness to such.
  - JN noted his comment and stated that his query will be recorded in the minutes of the meeting as evidence.
  - JN further stated that the responsibility to engage on this matter with Exxaro, however, will rest with the NoK and that Digby Wells cannot guarantee the outcome of any direct consultation between the NoK and Exxaro.
- JN stated that the Mokwana family must be aware that, should their graves require relocation, the agreement that they will sign does not provide consent for grave relocation. The Mokwana family will therefore need to be consulted again and provide consent in line with the General Agreement.
  - Mr Jan Mokwana confirmed that he understands this and will communicate this to his family.

## 7 Closing

- JN thanked all those present for their time, patience and understanding throughout the process. He requested the attending NoK to comment on the process and their experience.

- Mr Andries Mthweni stated the he was very satisfied with the process and that it had been conducted in a professional manner. He hopes that other people will be treated just as well.
- Mr Jan Mokwana stated that he was very happy with the process and that he did not feel that they were compelled to make any decisions contrary to what their family requested.
- Ms Sarah Mahlangu stated that she was very happy with the process and she was glad that her grandmother understood everything she took back to her.

## **Appendix D: Agreements between Exxaro & NoK, including NoK Listed Requirements & Consent**

## GENERAL AGREEMENT

entered into between

Exxaro Coal (Pty) Limited

(hereinafter referred to as "Exxaro")

And

\_\_\_\_\_ (hereinafter referred to as "Next-of-Kin")

### 1 DEFINITIONS

Unless the context otherwise indicates –

- 1.1 ~~"Exxaro" means Exxaro Coal Limited, a company duly registered and incorporated in accordance with the company laws of the Republic of South Africa with its~~
- 1.2 The "Consultant" means Digby Wells and Associates (Pty) Ltd, a company duly registered and incorporated in accordance with the company laws of the Republic of South Africa
- 1.3 The "NoK" means Next-of-Kin which is K.A. MTSHWENI, with Identity number 62122 45280082 bona fide NoK of ANDRIAS MOSOTHO MTSHWENI ("the Deceased") as attested to in Affidavit signed on 27/09/2014.
- 1.4 The "Deceased" means ANDRIAS MOSOTHO MTSHWENI

### 2 BACKGROUND OF AGREEMENT

The core principles of this Agreement are based on the consultation process, informed by the legal framework outlined in the document titled *Exxaro Arnot Mooifontein Expansion Project. Burial Grounds and Graves Social Consultation and Entitlement Framework Report*. NoK participated in the decision-making process with regard to a Conservation Management Plan and Grave Relocation Plan in the event that graves remain preserved in situ, or that their deceased relatives are relocated in accordance with section 36(5)(b) the National Heritage Resources Act, No. 25 of 1999 and Regulations 34 and 40.

### 3 AGREED PRINCIPLES WITH REGARD TO THE CONSERVATION MANAGEMENT PLAN

- 3.1 Management of in situ conserved gravesites shall be a joint responsibility between Exxaro and NoK.
- 3.2 The primary onus is on Exxaro both as landowner and developer.



- 3.3 The Conservation Management Plan shall be included into all operational plans, procedures and programmes established by Exxaro and should be reviewed every five years.
- 3.4 All identified NoK shall be afforded the opportunity to provide input into consequent revisions of the Conservation Management Plan through consultation with regard to on-going conservation, presentation and improvement of burial grounds and graves.
- 3.5 Exxaro shall protect and conserve burial grounds and graves that shall remain in situ in the project area.
- 3.6 Exxaro shall be responsible to maintain the status quo of gravesites that are to be conserved in situ by means of:
  - 3.6.1 Fencing of gravesites;
  - 3.6.2 Proper recording and mapping of gravesites;
  - 3.6.3 Cleaning gravesites in lieu of unrestricted access by NoK; and
  - 3.6.4 Monitoring the conservation status of gravesites.
- 3.7 Exxaro shall allow NoK access to conserved burial grounds and graves to ensure sustainable use of the sites and safeguard their cultural significance including the rights to:
- 3.8 Repair, restore and rehabilitate gravesites this is necessary due to natural processes of age and decay.
- 3.9 Improve gravesites by maintaining existing, and erecting new, grave dressings; and
- ~~3.10 Perform activities related to their living heritage associated with gravesites.~~
- 3.11 Exxaro shall grant NoK access to gravesites provided that:
  - 3.11.1 NoK arrange access at least two weeks prior to intended visits;
  - 3.11.2 NoK inform Exxaro of the number of people who shall be visiting the gravesites;
  - 3.11.3 NoK conform to all Exxaro health and safety procedures with regard to visitor access to operational mine property; and
  - 3.11.4 NoK declare the intent of the visit that may include:
    - 3.11.5 Site access required to perform ceremonies that may include the use of alcohol at the gravesite;
    - 3.11.6 Site access required to perform ceremonies that may include the slaughtering of live animals at the gravesite; and
    - 3.11.7 Site access required to erect new grave dressings at the gravesite.
- 3.12 Exxaro shall transport NoK from the main visitor's gate and return them to the gate in an approved mine transport vehicle.
- 3.13 Exxaro reserves the right to request informed indemnity from all NoK who shall be visiting gravesites from injury or death that may result from pre-existing health complications that any NoK may experience.
- 3.14 NoK shall be required to provide informed indemnity for every site visit.
- 3.15 NoK shall, however, not indemnify Exxaro from any loss, injury, damage, death or any other risk caused by project activities.
- 3.16 The indemnity shall, however, not extend to any loss, injury, death or other impact on NoK that may result from any actions related to Exxaro's operations.

- 3.17 NoK shall be responsible to notify Exxaro of any changes to the conservation status of gravesites due to repairs, restoration, rehabilitation or erecting of new grave dressings, to allow Exxaro to update their monitoring conservation.
- 3.18 Exxaro shall inform NoK of any changes to burial grounds and graves because of project activities, or changes in ownership.
- 3.19 Exxaro shall be liable for all costs required to repair, replace, rehabilitate or relocate graves damaged because of project activities.

#### **4 AGREEMENT WITH REGARD TO GRAVE RELOCATION**

The parties hereby agree to principles of grave relocation.

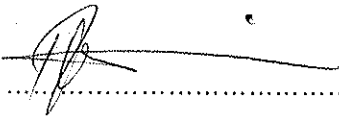
- 4.1 Exxaro has provided NoK with the right to participate in the decision-making process with regard to graves that shall be exhumed, relocated and reburied.
- 4.2 Exxaro shall pay all costs associated with grave relocation including:
  - 4.2.1 Appointing a qualified and registered archaeologist to manage the grave relocation process; and
  - 4.2.2 Cover the cost to engage a registered funeral undertaker to exhume, transport and re-inter the contents of graves under supervision of the archaeologist.
- 4.3 ~~Exxaro shall pay all costs required to re-establish graves at places of reburial including:~~
  - 4.3.1 Removing, relocating and re-erecting formal, granite grave dressings;
  - 4.3.2 Replacing informal grave dressings with granite headstones measuring and ensure that the deceased's details are accurately recorded on such;
  - 4.3.3 Exxaro shall ensure that all grave dressings record the original place or burial and the date on which relocation took place; and
  - 4.3.4 Exxaro shall also cover the costs to repair or replace grave dressings damaged because of relocation; and
  - 4.3.5 Exxaro shall ensure that new gravesites are registered in the names of the bona fide NoK.
- 4.4 NoK shall be responsible for costs of improvement and presentation of new gravesites after re-establishment.
- 4.5 NoK shall have the right to stipulate where their deceased relatives shall be reburied, within reason and relevant legal frameworks.
- 4.6 Exxaro shall pay all costs associated with the procurement and registration of new grave plots.
- 4.7 Exxaro shall acknowledge the right of NoK to express their living heritage in respect of burial grounds and graves.
- 4.8 Exxaro shall cover reasonable costs associated with performances that may be associated with such living heritage.
- 4.9 Exxaro shall not pay NoK cash to compensate for any living heritage.

**5 SOLATIA**

- 5.1 The parties did not reach agreement to the principles of the solatia.
- 5.2 The NoK agreed that Exxaro shall not pay any solatia within the existing process and agreements to enable grave relocation to conclude.
- 5.3 NoK have agreed that if necessary solatia be discussed and considered subsequent to this Agreement in a separate forum.
- 5.4 Exxaro shall engage and consult with NoK on this matter directly if necessary.

Signed at \_\_\_\_\_ on \_\_\_\_\_ 2014.

**AS WITNESSES:**

  
.....

27/09/2014  
.....

**Next-of-Kin**

Name: .....

Name: .....

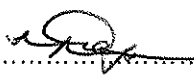
Title: .....

Signed at \_\_\_\_\_ on \_\_\_\_\_ 2014.

**For and on behalf of Exxaro Coal (Pty) Limited in its capacity as the Developer, who warrant that s/he is duly authorised.**

**AS WITNESSES:**

  
.....

  
.....

Name: M.E. MOKOENA.....

Name: C Silver.....

Title: Mine Manager.....

Signed at

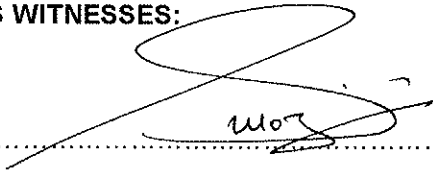
on

2014.

For and on behalf of Eskom Holding SOC  
Limited in its capacity as the landowner,  
who warrant that s/he is duly authorised.

AS WITNESSES:

  
.....

  
.....

Name: JH Coetzee.....

Name: SIMPHIWE NTOZINI.....

Title: Client hand Portfolio manager.....

## NEXT-OF-KIN AGREEMENT

entered into between

Exxaro Coal (Pty) Limited  
(hereinafter referred to as "Exxaro")

And

\_\_\_\_\_  
(hereinafter referred to as "Next-of-Kin")

### 1 DEFINITIONS

Unless the context otherwise indicates –

- 1.1 ~~"Exxaro" means Exxaro Coal Limited, a company duly registered and incorporated in accordance with the company laws of the Republic of South Africa with its~~
- 1.2 The "**Consultant**" means Digby Wells and Associates (Pty) Ltd, a company duly registered and incorporated in accordance with the company laws of the Republic of South Africa
- 1.3 The "**NoK**" means Next-of-Kin which is KA MISHWENI, with Identity number 5212246280082 bona fide NoK of ANDRIAS MOSTHO MISHWENI ("the Deceased") as attested to in Affidavit signed on 27/09/2014.
- 1.4 The "**Deceased**" means ANDRIAS MOSTHO MISHWENI

### 2 BACKGROUND OF AGREEMENT

The identified bona fide NoK and Exxaro hereby agree to the contents of the *General Agreement* derived from consultation between the NoK and Exxaro as conducted by the Consultant in accordance with section 36(5)(b) the National Heritage Resources Act, No. 25 of 1999 and Regulations 34 and 40.

### 3 IDENTIFICATION OF NEXT OF KIN

- 3.1 The NoK hereby confirms that Exxaro has given him or her the right to be consulted with regard to the future of the remains of the Deceased and that the consultation process.
- 3.2 The NoK further confirms that the consultation process:
- 3.2.1 Provided him or her with all relevant information that was explained;

- 3.2.2 Informed him or her of his or her rights and responsibilities with regard to the future of the Deceased grave;
- 3.2.3 Enabled him or her to provide inputs and make decisions freely and without any undue influence by Exxaro or Digby Wells or any other party; and
- 3.2.4 Was fair and transparent.

#### **4 AGREEMENT WITH REGARD TO CONSERVATION MANAGEMENT PLAN**

The parties hereby agree to the principles of the Conservation Management Plan.

#### **5 AGREEMENT WITH REGARD TO GRAVE RELOCATION**

The parties hereby agree to the principles of grave relocation.

#### **6 GRAVE RELOCATION**

- 6.1 Exxaro will pay all costs associated with the exhumation, relocation and reburial of the Deceased as per the General Agreement.
- 6.2 The remains of the Deceased will be exhumed and placed into a new coffin as requested by the NoK.
- 6.3 ~~The remains of the Deceased will be reburied at DENNITION~~ ("the Reburial Site").
- 6.4 Exxaro will remove and relocate / erect a new headstone at the Reburial Site
- 6.5 The headstone / grave marker will be a manufactured granite stone that will:
  - 6.5.1 Measure 460 millimeters wide X 300 millimeters high X 60 millimeters;
  - 6.5.2 Measure 660 millimeter wide X 100 millimeters high X 60 millimeters thick at the base;
  - 6.5.3 Or be the nearest equivalent available;
- 6.6 The inscription will read as per the instructions by the NoK and include:
  - 6.6.1 Name of Deceased
  - 6.6.2 Date of Birth
  - 6.6.3 Date of Death
  - 6.6.4 Personalised Message
  - 6.6.5 Relocated from the farm Mooifontein on DATE

#### **7 EXPRESSION OF LIVING HERITAGE**

- 7.1 A ritual / ceremony will be held at the original gravesite of the Deceased on a date agreed on between the NoK and Exxaro provided that it takes place at the latest on the Saturday immediately preceding the exhumation.
- 7.2 Exxaro will arrange access to the gravesite and provide transport if required by the NoK who will be performing the ceremony;

7.3 A ceremonial event ("the Event") will be held at DENNUTION STAND 377.

7.4 The Event will be held on the Saturday immediately preceding commencement of exhumation.

7.5 Exxaro will pay all costs associated with the Event including:

7.5.1 Procuring the listed requirements agreed between the NoK and Exxaro;

7.5.2 Purchasing live sacrificial animals as agreed between the NoK and Exxaro.

7.6 Exxaro will not supply any alcoholic beverages at the Event with the exception of traditional beer required to perform certain ceremonial activities associated with the living heritage of the NoK.

7.7 Exxaro agrees to arrange transport to and from the Event as necessary.

## 8 SOLATIUM

8.1 The parties did not reach agreement to the principles of the solatia.

8.2 The NoK agreed that Exxaro shall not pay any solatia within the existing process and agreements to enable grave relocation to conclude.

8.3 NoK have agreed that if necessary solatia be discussed and considered subsequent to this Agreement in a separate forum.

8.4 Exxaro shall engage and consult with NoK on this matter directly if necessary.

## 9 CONSENT

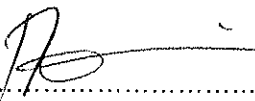
I, ANDRIES KHEHLA MTSHWENI, hereby request and provide full, prior and informed consent for the exhumation, relocation and reburial of the late ANDRIAS MOSOTHO MTSHWENI in my capacity as GRAND SON.

Signed at

on

2014.

AS WITNESSES:

  
.....

27/09/2014  
.....

Next-of-Kin

Name: .....

Name: .....

Title: .....




Signed at

on

2014.


For and on behalf of Exxaro Coal (Pty) AS WITNESSES:

Limited in its capacity as the Developer, who warrant that s/he is duly authorised.

  
.....

Name: C. Silver.....

Title: Mine Manager.....

  
.....

Name: ME MOKOENA.....

Signed at

on

2014.

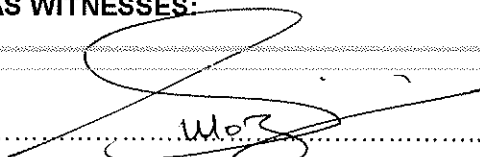
For and on behalf of Eskom Holding SOC AS WITNESSES:

Limited in its capacity as the landowner, who warrant that s/he is duly authorised.

  
.....

Name: JH Coetzee.....

Title: Client hand Portfolio Manager.....

  
.....

Name: SIMPHELE NTORINI.....

## NEXT-OF-KIN AGREEMENT

entered into between

Exxaro Coal (Pty) Limited  
(hereinafter referred to as "Exxaro")

And

\_\_\_\_\_  
(hereinafter referred to as "Next-of-Kin")

### 1 DEFINITIONS

Unless the context otherwise indicates –

- 1.1 ~~Exxaro~~ means Exxaro Coal Limited, a company duly registered and incorporated in accordance with the company laws of the Republic of South Africa with its
- 1.2 The "Consultant" means Digby Wells and Associates (Pty) Ltd, a company duly registered and incorporated in accordance with the company laws of the Republic of South Africa
- 1.3 The "NoK" means Next-of-Kin which is K.A. MTSHWENI, with Identity number 5212245980027 bona fide NoK of ANDRIAS MUBOTHO MTSHWENI ("the Deceased") as attested to in Affidavit signed on 27/09/2014.
- 1.4 The "Deceased" means ANDRIAS MUBOTHO MTSHWENI

### 2 BACKGROUND OF AGREEMENT

The identified bona fide NoK and Exxaro hereby agree to the contents of the *General Agreement* derived from consultation between the NoK and Exxaro as conducted by the Consultant in accordance with section 36(5)(b) the National Heritage Resources Act, No. 25 of 1999 and Regulations 34 and 40.

### 3 IDENTIFICATION OF NEXT OF KIN

- 3.1 The NoK hereby confirms that Exxaro has given him or her the right to be consulted with regard to the future of the remains of the Deceased and that the consultation process.
- 3.2 The NoK further confirms that the consultation process:
  - 3.2.1 Provided him or her with all relevant information that was explained;

- 3.2.2 Informed him or her of his or her rights and responsibilities with regard to the future of the Deceased grave;
- 3.2.3 Enabled him or her to provide inputs and make decisions freely and without any undue influence by Exxaro or Digby Wells or any other party; and
- 3.2.4 Was fair and transparent.

#### 4 AGREEMENT WITH REGARD TO CONSERVATION MANAGEMENT PLAN

The parties hereby agree to the principles of the Conservation Management Plan.

#### 5 AGREEMENT WITH REGARD TO GRAVE RELOCATION

The parties hereby agree to the principles of grave relocation.

#### 6 GRAVE RELOCATION

- 6.1 Exxaro will pay all costs associated with the exhumation, relocation and reburial of the Deceased as per the General Agreement.
- 6.2 The remains of the Deceased will be exhumed and placed into a new coffin as requested by the NoK.
- 6.3 ~~The remains of the Deceased will be reburied at~~ JENNIFER ("the Reburial Site").
- 6.4 Exxaro will remove and relocate / erect a new headstone at the Reburial Site
- 6.5 The headstone / grave marker will be a manufactured granite stone that will:
  - 6.5.1 Measure 460 millimeters wide X 300 millimeters high X 60 millimeters;
  - 6.5.2 Measure 660 millimeter wide X 100 millimeters high X 60 millimeters thick at the base;
  - 6.5.3 Or be the nearest equivalent available;
- 6.6 The inscription will read as per the instructions by the NoK and include:
  - 6.6.1 Name of Deceased ANDRIAS MISOHO MISHWENI
  - 6.6.2 Date of Birth 1945
  - 6.6.3 Date of Death
  - 6.6.4 Personalised Message
  - 6.6.5 Relocated from the farm Mooifontein on DATE

#### 7 EXPRESSION OF LIVING HERITAGE

- 7.1 A ritual / ceremony will be held at the original gravesite of the Deceased on a date agreed on between the NoK and Exxaro provided that it takes place at the latest on the Saturday immediately preceding the exhumation.
- 7.2 Exxaro will arrange access to the gravesite and provide transport if required by the NoK who will be performing the ceremony;

7.3 A ceremonial event ("the Event") will be held at Donditon STAND 377.

7.4 The Event will be held on the Saturday immediately preceding commencement of exhumation.

7.5 Exxaro will pay all costs associated with the Event including:

7.5.1 Procuring the listed requirements agreed between the NoK and Exxaro;

7.5.2 Purchasing live sacrificial animals as agreed between the NoK and Exxaro.

7.6 Exxaro will not supply any alcoholic beverages at the Event with the exception of traditional beer required to perform certain ceremonial activities associated with the living heritage of the NoK.

7.7 Exxaro agrees to arrange transport to and from the Event as necessary.

## 8 SOLATIUM

8.1 The parties did not reach agreement to the principles of the solatia.

8.2 The NoK agreed that Exxaro shall not pay any solatia within the existing process and agreements to enable grave relocation to conclude.

8.3 NoK have agreed that if necessary solatia be discussed and considered subsequent to this Agreement in a separate forum.

8.4 Exxaro shall engage and consult with NoK on this matter directly if necessary.

## 9 CONSENT

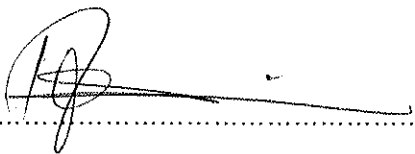
I, ANDRIES CHEHLA MESHWENI, hereby request and provide full, prior and informed consent for the exhumation, relocation and reburial of the late ANDRIAS MOSOTHO MTSIWENI in my capacity as GRAND FATHER SON.

Signed at

on

2014.

AS WITNESSES:

  
.....

27/09/2014  
.....

Next-of-Kin

Name: .....

Name: .....

Title: .....

Signed at

on

2014.


For and on behalf of Exxaro Coal (Pty) AS WITNESSES:

Limited in its capacity as the Developer, who warrant that s/he is duly authorised.

  
.....

Name: C. Silver.....

Title: Mine Manager.....

  
.....

Name: ME MOKOENA.....

Signed at

on

2014.

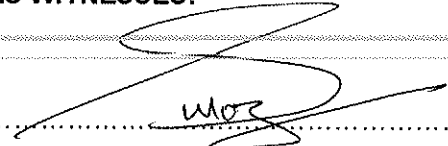
For and on behalf of Eskom Holding SOC AS WITNESSES:

~~Limited in its capacity as the landowner,~~  
who warrant that s/he is duly authorised.

  
.....

Name: JH Coetzee.....

Title: Client Lead Portfolio Manager.....

  
.....

Name: SIMPHIWE NTSHINI.....

Motshoene.

Okudingekayo

2 Izimbuzi

2 Izinkomo

2 IO Kgs.

Utshwala.

2pkt Itswayi

2x10kg Sugar

tea / milk x 2

Cabbage / tomato / 1 bag ONION

2 x 10kg Flour.

2 lt

5 Hr fish oil

10 pkts yeast.

2x500g BAKING POWDER

20x RAMIA

80 kg MAIZE MEAL

1 BAG CHICKEN MEAT

2 \* Big TEE

## NEXT-OF-KIN AGREEMENT

entered into between

Exxaro Coal (Pty) Limited  
(hereinafter referred to as "Exxaro")

And

Lisa Thukwana

(hereinafter referred to as "Next-of-Kin")

### 1 DEFINITIONS

Unless the context otherwise indicates –

- 1.1 ~~"Exxaro" means Exxaro Coal Limited, a company duly registered and incorporated in accordance with the company laws of the Republic of South Africa with its~~
- 1.2 The "Consultant" means Digby Wells and Associates (Pty) Ltd, a company duly registered and incorporated in accordance with the company laws of the Republic of South Africa
- 1.3 The "NoK" means Next-of-Kin which is Lisa Thukwana, with Identity number 4210260171088 bona fide NoK of Johannes Ngama ("The Deceased") as attested to in Affidavit signed on 27 September.
- 1.4 The "Deceased" means Johannes Ngama

### 2 BACKGROUND OF AGREEMENT

The identified bona fide NoK and Exxaro hereby agree to the contents of the *General Agreement* derived from consultation between the NoK and Exxaro as conducted by the Consultant in accordance with section 36(5)(b) the National Heritage Resources Act, No. 25 of 1999 and Regulations 34 and 40.

### 3 IDENTIFICATION OF NEXT OF KIN

- 3.1 The NoK hereby confirms that Exxaro has given him or her the right to be consulted with regard to the future of the remains of the Deceased and that the consultation process.
- 3.2 The NoK further confirms that the consultation process:
- 3.2.1 Provided him or her with all relevant information that was explained;



- 3.2.2 Informed him or her of his or her rights and responsibilities with regard to the future of the Deceased grave;
- 3.2.3 Enabled him or her to provide inputs and make decisions freely and without any undue influence by Exxaro or Digby Wells or any other party; and
- 3.2.4 Was fair and transparent.

#### 4 AGREEMENT WITH REGARD TO CONSERVATION MANAGEMENT PLAN

The parties hereby agree to the principles of the Conservation Management Plan.

#### 5 AGREEMENT WITH REGARD TO GRAVE RELOCATION

The parties hereby agree to the principles of grave relocation.

#### 6 GRAVE RELOCATION

- 6.1 Exxaro will pay all costs associated with the exhumation, relocation and reburial of the Deceased as per the General Agreement.
- 6.2 The remains of the Deceased will be exhumed and placed into a new coffin as requested by the NoK.
- 6.3 ~~The remains of the Deceased will be reburied at~~ Mthuzi, Middelburg ("the Reburial Site").
- 6.4 Exxaro will remove and relocate / erect a new headstone at the Reburial Site
- 6.5 The headstone / grave marker will be a manufactured granite stone that will:
  - 6.5.1 Measure 460 millimeters wide X 300 millimeters high X 60 millimeters;
  - 6.5.2 Measure 660 millimeter wide X 100 millimeters high X 60 millimeters thick at the base;
  - 6.5.3 Or be the nearest equivalent available;
- 6.6 The inscription will read as per the instructions by the NoK and include:
  - 6.6.1 Name of Deceased
  - 6.6.2 Date of Birth
  - 6.6.3 Date of Death
  - 6.6.4 Personalised Message
  - 6.6.5 Relocated from the farm Mooifontein on DATE

#### 7 EXPRESSION OF LIVING HERITAGE

- 7.1 A ritual / ceremony will be held at the original gravesite of the Deceased on a date agreed on between the NoK and Exxaro provided that it takes place at the latest on the Saturday immediately preceding the exhumation.
- 7.2 Exxaro will arrange access to the gravesite and provide transport if required by the NoK who will be performing the ceremony;

7.3 A ceremonial event ("the Event") will be held at Thukwana Residence.

7.4 The Event will be held on the Saturday immediately preceding commencement of exhumation.

7.5 Exxaro will pay all costs associated with the Event including:

7.5.1 Procuring the listed requirements agreed between the NoK and Exxaro;

7.5.2 Purchasing live sacrificial animals as agreed between the NoK and Exxaro.

7.6 Exxaro will not supply any alcoholic beverages at the Event with the exception of traditional beer required to perform certain ceremonial activities associated with the living heritage of the NoK.

7.7 Exxaro agrees to arrange transport to and from the Event as necessary.

## 8 SOLATIUM

8.1 The parties did not reach agreement to the principles of the solatia.

8.2 The NoK agreed that Exxaro shall not pay any solatia within the existing process and agreements to enable grave relocation to conclude.

8.3 NoK have agreed that if necessary solatia be discussed and considered subsequent to this Agreement in a separate forum.

8.4 Exxaro shall engage and consult with NoK on this matter directly if necessary.

## 9 CONSENT

I, Lisa Thukwana, hereby request and provide full, prior and informed consent for the exhumation, relocation and reburial of the late Johannes Ngoma in my capacity as grandmother.

Signed at Mooifontein on 27 September 2014.

### AS WITNESSES:

NS Mahbangu

[Signature]

### Next-of-Kin

Name: Sarah Mahbangu  
P.P. L. Thukwana

Name: Natasha Higgitt

Title: .....

Signed at

on

2014.

For and on behalf of Exxaro Coal (Pty) AS WITNESSES:

Limited in its capacity as the Developer, who warrant that s/he is duly authorised.

.....  
.....

*W Moore*

Name: .....

Name: *W. MOORE* .....

Title: *MTWU MANAGER (ACTING)* .....

Signed at

on

2014.

For and on behalf of Eskom Holding SOC AS WITNESSES:

Limited in its capacity as the landowner, who warrant that s/he is duly authorised.

.....  
.....

*JH Coetzee*

Name: *SIMPHWE NTOZINI* .....

Name: *JH Coetzee* .....

Title: *Client Portfolio manager* .....

## NEXT-OF-KIN AGREEMENT

entered into between

Exxaro Coal (Pty) Limited  
(hereinafter referred to as "Exxaro")

And

Lisa Thukwana.

(hereinafter referred to as "Next-of-Kin")

### 1 DEFINITIONS

Unless the context otherwise indicates –

- 1.1 "Exxaro" means Exxaro Coal Limited, a company duly registered and incorporated in accordance with the company laws of the Republic of South Africa with its
- 1.2 The "Consultant" means Digby Wells and Associates (Pty) Ltd, a company duly registered and incorporated in accordance with the company laws of the Republic of South Africa
- 1.3 The "NoK" means Next-of-Kin which is Lisa Thukwana, with Identity number 4210260171088 bona fide NoK of Catherine Zadwa Ngoma ("the Deceased") as attested to in Affidavit signed on 27 September 2014.
- 1.4 The "Deceased" means Catherine Zadwa Ngoma

### 2 BACKGROUND OF AGREEMENT

The identified bona fide NoK and Exxaro hereby agree to the contents of the *General Agreement* derived from consultation between the NoK and Exxaro as conducted by the Consultant in accordance with section 36(5)(b) the National Heritage Resources Act, No. 25 of 1999 and Regulations 34 and 40.

### 3 IDENTIFICATION OF NEXT OF KIN

- 3.1 The NoK hereby confirms that Exxaro has given him or her the right to be consulted with regard to the future of the remains of the Deceased and that the consultation process.
- 3.2 The NoK further confirms that the consultation process:
- 3.2.1 Provided him or her with all relevant information that was explained;

- 3.2.2 Informed him or her of his or her rights and responsibilities with regard to the future of the Deceased grave;
- 3.2.3 Enabled him or her to provide inputs and make decisions freely and without any undue influence by Exxaro or Digby Wells or any other party; and
- 3.2.4 Was fair and transparent.

#### **4 AGREEMENT WITH REGARD TO CONSERVATION MANAGEMENT PLAN**

The parties hereby agree to the principles of the Conservation Management Plan.

#### **5 AGREEMENT WITH REGARD TO GRAVE RELOCATION**

The parties hereby agree to the principles of grave relocation.

#### **6 GRAVE RELOCATION**

- 6.1 Exxaro will pay all costs associated with the exhumation, relocation and reburial of the Deceased as per the General Agreement.
- 6.2 The remains of the Deceased will be exhumed and placed into a new coffin as requested by the NoK.
- 6.3 ~~The remains of the Deceased will be reburied at~~ Mhluzi, Middelburg ("the Reburial Site").
- 6.4 Exxaro will remove and relocate / erect a new headstone at the Reburial Site
- 6.5 The headstone / grave marker will be a manufactured granite stone that will:
  - 6.5.1 Measure 460 millimeters wide X 300 millimeters high X 60 millimeters;
  - 6.5.2 Measure 660 millimeter wide X 100 millimeters high X 60 millimeters thick at the base;
  - 6.5.3 Or be the nearest equivalent available;
- 6.6 The inscription will read as per the instructions by the NoK and include:
  - 6.6.1 Name of Deceased
  - 6.6.2 Date of Birth
  - 6.6.3 Date of Death
  - 6.6.4 Personalised Message
  - 6.6.5 Relocated from the farm Mooifontein on DATE

#### **7 EXPRESSION OF LIVING HERITAGE**

- 7.1 A ritual / ceremony will be held at the original gravesite of the Deceased on a date agreed on between the NoK and Exxaro provided that it takes place at the latest on the Saturday immediately preceding the exhumation.
- 7.2 Exxaro will arrange access to the gravesite and provide transport if required by the NoK who will be performing the ceremony;

7.3 A ceremonial event ("the Event") will be held at Thukwana Residence.

7.4 The Event will be held on the Saturday immediately preceding commencement of exhumation.

7.5 Exxaro will pay all costs associated with the Event including:

7.5.1 Procuring the listed requirements agreed between the NoK and Exxaro;

7.5.2 Purchasing live sacrificial animals as agreed between the NoK and Exxaro.

7.6 Exxaro will not supply any alcoholic beverages at the Event with the exception of traditional beer required to perform certain ceremonial activities associated with the living heritage of the NoK.

7.7 Exxaro agrees to arrange transport to and from the Event as necessary.

## 8 SOLATIUM

8.1 The parties did not reach agreement to the principles of the solatia.

8.2 The NoK agreed that Exxaro shall not pay any solatia within the existing process and agreements to enable grave relocation to conclude.

8.3 NoK have agreed that if necessary solatia be discussed and considered subsequent to this Agreement in a separate forum.

8.4 Exxaro shall engage and consult with NoK on this matter directly if necessary.

## 9 CONSENT

I, Lisa Thukwana, hereby request and provide full, prior and informed consent for the exhumation, relocation and reburial of the late Catherine Zodwa Ngoma in my capacity as mother.

Signed at Mooifontein on 27 September 2014.

**AS WITNESSES:**

N.S. Mahlangu

[Signature]

**Next-of-Kin**

Name: Natasha Higgitt

Name: Sarah Mahlangu  
P.P. L. Thukwana

Title: .....

## GENERAL AGREEMENT

entered into between

Exxaro Coal (Pty) Limited  
(hereinafter referred to as "Exxaro")

And

Lisa Thukwana

(hereinafter referred to as "Next-of-Kin")

### 1 DEFINITIONS

Unless the context otherwise indicates –

- 1.1 ~~"Exxaro" means Exxaro Coal Limited, a company duly registered and incorporated in accordance with the company laws of the Republic of South Africa with its~~
- 1.2 The "Consultant" means Digby Wells and Associates (Pty) Ltd, a company duly registered and incorporated in accordance with the company laws of the Republic of South Africa
- 1.3 The "NoK" means Next-of-Kin which is Lisa Thukwana, with Identity number 4210260171088 bona fide NoK of Johannes Ngoma ("the Deceased") as attested to in Affidavit signed on 27 September 2014.
- 1.4 The "Deceased" means Johannes Ngoma.

### 2 BACKGROUND OF AGREEMENT

The core principles of this Agreement are based on the consultation process, informed by the legal framework outlined in the document titled *Exxaro Arnot Mooifontein Expansion Project. Burial Grounds and Graves Social Consultation and Entitlement Framework Report*. NoK participated in the decision-making process with regard to a Conservation Management Plan and Grave Relocation Plan in the event that graves remain preserved in situ, or that their deceased relatives are relocated in accordance with section 36(5)(b) the National Heritage Resources Act, No. 25 of 1999 and Regulations 34 and 40.

### 3 AGREED PRINCIPLES WITH REGARD TO THE CONSERVATION MANAGEMENT PLAN

- 3.1 Management of in situ conserved gravesites shall be a joint responsibility between Exxaro and NoK.
- 3.2 The primary onus is on Exxaro both as landowner and developer.



- 3.3 The Conservation Management Plan shall be included into all operational plans, procedures and programmes established by Exxaro and should be reviewed every five years.
- 3.4 All identified NoK shall be afforded the opportunity to provide input into consequent revisions of the Conservation Management Plan through consultation with regard to on-going conservation, presentation and improvement of burial grounds and graves.
- 3.5 Exxaro shall protect and conserve burial grounds and graves that shall remain in situ in the project area.
- 3.6 Exxaro shall be responsible to maintain the status quo of gravesites that are to be conserved in situ by means of:
  - 3.6.1 Fencing of gravesites;
  - 3.6.2 Proper recording and mapping of gravesites;
  - 3.6.3 Cleaning gravesites in lieu of unrestricted access by NoK; and
  - 3.6.4 Monitoring the conservation status of gravesites.
- 3.7 Exxaro shall allow NoK access to conserved burial grounds and graves to ensure sustainable use of the sites and safeguard their cultural significance including the rights to:
- 3.8 Repair, restore and rehabilitate gravesites this is necessary due to natural processes of age and decay.
- 3.9 Improve gravesites by maintaining existing, and erecting new, grave dressings; and
- ~~3.10 Perform activities related to their living heritage associated with gravesites.~~
- 3.11 Exxaro shall grant NoK access to gravesites provided that:
  - 3.11.1 NoK arrange access at least two weeks prior to intended visits;
  - 3.11.2 NoK inform Exxaro of the number of people who shall be visiting the gravesites;
  - 3.11.3 NoK conform to all Exxaro health and safety procedures with regard to visitor access to operational mine property; and
  - 3.11.4 NoK declare the intent of the visit that may include:
    - 3.11.5 Site access required to perform ceremonies that may include the use of alcohol at the gravesite;
    - 3.11.6 Site access required to perform ceremonies that may include the slaughtering of live animals at the gravesite; and
    - 3.11.7 Site access required to erect new grave dressings at the gravesite.
- 3.12 Exxaro shall transport NoK from the main visitor's gate and return them to the gate in an approved mine transport vehicle.
- 3.13 Exxaro reserves the right to request informed indemnity from all NoK who shall be visiting gravesites from injury or death that may result from pre-existing health complications that any NoK may experience.
- 3.14 NoK shall be required to provide informed indemnity for every site visit.
- 3.15 NoK shall, however, not indemnify Exxaro from any loss, injury, damage, death or any other risk caused by project activities.
- 3.16 The indemnity shall, however, not extend to any loss, injury, death or other impact on NoK that may result from any actions related to Exxaro's operations.

- 3.17 NoK shall be responsible to notify Exxaro of any changes to the conservation status of gravesites due to repairs, restoration, rehabilitation or erecting of new grave dressings, to allow Exxaro to update their monitoring conservation.
- 3.18 Exxaro shall inform NoK of any changes to burial grounds and graves because of project activities, or changes in ownership.
- 3.19 Exxaro shall be liable for all costs required to repair, replace, rehabilitate or relocate graves damaged because of project activities.

#### **4 AGREEMENT WITH REGARD TO GRAVE RELOCATION**

The parties hereby agree to principles of grave relocation.

- 4.1 Exxaro has provided NoK with the right to participate in the decision-making process with regard to graves that shall be exhumed, relocated and reburied.
- 4.2 Exxaro shall pay all costs associated with grave relocation including:
  - 4.2.1 Appointing a qualified and registered archaeologist to manage the grave relocation process; and
  - 4.2.2 Cover the cost to engage a registered funeral undertaker to exhume, transport and re-inter the contents of graves under supervision of the archaeologist.
- 4.3 ~~Exxaro shall pay all costs required to re-establish graves at places of reburial including:~~
  - 4.3.1 Removing, relocating and re-erecting formal, granite grave dressings;
  - 4.3.2 Replacing informal grave dressings with granite headstones measuring and ensure that the deceased's details are accurately recorded on such;
  - 4.3.3 Exxaro shall ensure that all grave dressings record the original place or burial and the date on which relocation took place; and
  - 4.3.4 Exxaro shall also cover the costs to repair or replace grave dressings damaged because of relocation; and
  - 4.3.5 Exxaro shall ensure that new gravesites are registered in the names of the bona fide NoK.
- 4.4 NoK shall be responsible for costs of improvement and presentation of new gravesites after re-establishment.
- 4.5 NoK shall have the right to stipulate where their deceased relatives shall be reburied, within reason and relevant legal frameworks.
- 4.6 Exxaro shall pay all costs associated with the procurement and registration of new grave plots.
- 4.7 Exxaro shall acknowledge the right of NoK to express their living heritage in respect of burial grounds and graves.
- 4.8 Exxaro shall cover reasonable costs associated with performances that may be associated with such living heritage.
- 4.9 Exxaro shall not pay NoK cash to compensate for any living heritage.

**5 SOLATIA**

- 5.1 The parties did not reach agreement to the principles of the solatia.
- 5.2 The NoK agreed that Exxaro shall not pay any solatia within the existing process and agreements to enable grave relocation to conclude.
- 5.3 NoK have agreed that if necessary solatia be discussed and considered subsequent to this Agreement in a separate forum.
- 5.4 Exxaro shall engage and consult with NoK on this matter directly if necessary.

Signed at Mooifontein on 27 September 2014.

**AS WITNESSES:**

N'S Mahlangu .....  .....

**Next-of-Kin**


Name: Sarah Mahlangu .....  
P.P. L. Indekwana

Name: Natasha Higgitt .....

Title: .....

Signed at ..... on ..... 2014.

**For and on behalf of Exxaro Coal (Pty) Limited in its capacity as the Developer, who warrant that s/he is duly authorised.** **AS WITNESSES:**

 .....

Name: W. MOORE .....

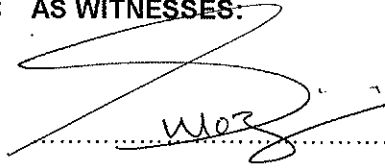
Title: MEINE MANAGER (ACTING) .....

Signed at SANDTON


on 15 SEPTEMBER 2014.

For and on behalf of Eskom Holding SOC AS WITNESSES:

Limited in its capacity as the landowner,  
who warrant that s/he is duly authorised.



.....



.....

Name: SIMPHWE NIUZINI

Name: JH Coetzee

Title: Client Fund Portfolio Manager

## GENERAL AGREEMENT

entered into between

Exxaro Coal (Pty) Limited  
(hereinafter referred to as "Exxaro")

And

Sarah Mahlangu

(hereinafter referred to as "Next-of-Kin")

### 1 DEFINITIONS

Unless the context otherwise indicates –

- 1.1 ~~"Exxaro" means Exxaro Coal Limited, a company duly registered and incorporated in accordance with the company laws of the Republic of South Africa with its~~
- 1.2 The "**Consultant**" means Digby Wells and Associates (Pty) Ltd, a company duly registered and incorporated in accordance with the company laws of the Republic of South Africa
- 1.3 The "**NoK**" means Next-of-Kin which is Sarah Mahlangu, with Identity number 8802160530086 bona fide NoK of Sesi Martha Ngoma ("the Deceased") as attested to in Affidavit signed on 27 September 2014.
- 1.4 The "**Deceased**" means Sesi Martha Ngoma

### 2 BACKGROUND OF AGREEMENT

The core principles of this Agreement are based on the consultation process, informed by the legal framework outlined in the document titled *Exxaro Arnot Mooifontein Expansion Project. Burial Grounds and Graves Social Consultation and Entitlement Framework Report*. NoK participated in the decision-making process with regard to a Conservation Management Plan and Grave Relocation Plan in the event that graves remain preserved in situ, or that their deceased relatives are relocated in accordance with section 36(5)(b) the National Heritage Resources Act, No. 25 of 1999 and Regulations 34 and 40.

### 3 AGREED PRINCIPLES WITH REGARD TO THE CONSERVATION MANAGEMENT PLAN

- 3.1 Management of in situ conserved gravesites shall be a joint responsibility between Exxaro and NoK.
- 3.2 The primary onus is on Exxaro both as landowner and developer.

- 3.3 The Conservation Management Plan shall be included into all operational plans, procedures and programmes established by Exxaro and should be reviewed every five years.
- 3.4 All identified NoK shall be afforded the opportunity to provide input into consequent revisions of the Conservation Management Plan through consultation with regard to on-going conservation, presentation and improvement of burial grounds and graves.
- 3.5 Exxaro shall protect and conserve burial grounds and graves that shall remain in situ in the project area.
- 3.6 Exxaro shall be responsible to maintain the status quo of gravesites that are to be conserved in situ by means of:
  - 3.6.1 Fencing of gravesites;
  - 3.6.2 Proper recording and mapping of gravesites;
  - 3.6.3 Cleaning gravesites in lieu of unrestricted access by NoK; and
  - 3.6.4 Monitoring the conservation status of gravesites.
- 3.7 Exxaro shall allow NoK access to conserved burial grounds and graves to ensure sustainable use of the sites and safeguard their cultural significance including the rights to:
- 3.8 Repair, restore and rehabilitate gravesites this is necessary due to natural processes of age and decay.
- 3.9 Improve gravesites by maintaining existing, and erecting new, grave dressings; and
- 3.10 Perform activities related to their living heritage associated with gravesites.
- 3.11 Exxaro shall grant NoK access to gravesites provided that:
  - 3.11.1 NoK arrange access at least two weeks prior to intended visits;
  - 3.11.2 NoK inform Exxaro of the number of people who shall be visiting the gravesites;
  - 3.11.3 NoK conform to all Exxaro health and safety procedures with regard to visitor access to operational mine property; and
  - 3.11.4 NoK declare the intent of the visit that may include:
    - 3.11.5 Site access required to perform ceremonies that may include the use of alcohol at the gravesite;
    - 3.11.6 Site access required to perform ceremonies that may include the slaughtering of live animals at the gravesite; and
    - 3.11.7 Site access required to erect new grave dressings at the gravesite.
- 3.12 Exxaro shall transport NoK from the main visitor's gate and return them to the gate in an approved mine transport vehicle.
- 3.13 Exxaro reserves the right to request informed indemnity from all NoK who shall be visiting gravesites from injury or death that may result from pre-existing health complications that any NoK may experience.
- 3.14 NoK shall be required to provide informed indemnity for every site visit.
- 3.15 NoK shall, however, not indemnify Exxaro from any loss, injury, damage, death or any other risk caused by project activities.
- 3.16 The indemnity shall, however, not extend to any loss, injury, death or other impact on NoK that may result from any actions related to Exxaro's operations.

- 3.17 NoK shall be responsible to notify Exxaro of any changes to the conservation status of gravesites due to repairs, restoration, rehabilitation or erecting of new grave dressings, to allow Exxaro to update their monitoring conservation.
- 3.18 Exxaro shall inform NoK of any changes to burial grounds and graves because of project activities, or changes in ownership.
- 3.19 Exxaro shall be liable for all costs required to repair, replace, rehabilitate or relocate graves damaged because of project activities.

#### **4 AGREEMENT WITH REGARD TO GRAVE RELOCATION**

The parties hereby agree to principles of grave relocation.

- 4.1 Exxaro has provided NoK with the right to participate in the decision-making process with regard to graves that shall be exhumed, relocated and reburied.
- 4.2 Exxaro shall pay all costs associated with grave relocation including:
  - 4.2.1 Appointing a qualified and registered archaeologist to manage the grave relocation process; and
  - 4.2.2 Cover the cost to engage a registered funeral undertaker to exhume, transport and re-inter the contents of graves under supervision of the archaeologist.
- 4.3 ~~Exxaro shall pay all costs required to re-establish graves at places of reburial including:~~
  - 4.3.1 Removing, relocating and re-erecting formal, granite grave dressings;
  - 4.3.2 Replacing informal grave dressings with granite headstones measuring and ensure that the deceased's details are accurately recorded on such;
  - 4.3.3 Exxaro shall ensure that all grave dressings record the original place or burial and the date on which relocation took place; and
  - 4.3.4 Exxaro shall also cover the costs to repair or replace grave dressings damaged because of relocation; and
  - 4.3.5 Exxaro shall ensure that new gravesites are registered in the names of the bona fide NoK.
- 4.4 NoK shall be responsible for costs of improvement and presentation of new gravesites after re-establishment.
- 4.5 NoK shall have the right to stipulate where their deceased relatives shall be reburied, within reason and relevant legal frameworks.
- 4.6 Exxaro shall pay all costs associated with the procurement and registration of new grave plots.
- 4.7 Exxaro shall acknowledge the right of NoK to express their living heritage in respect of burial grounds and graves.
- 4.8 Exxaro shall cover reasonable costs associated with performances that may be associated with such living heritage.
- 4.9 Exxaro shall not pay NoK cash to compensate for any living heritage.

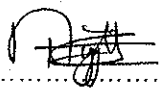


**5 SOLATIA**

- 5.1 The parties did not reach agreement to the principles of the solatia.
- 5.2 The NoK agreed that Exxaro shall not pay any solatia within the existing process and agreements to enable grave relocation to conclude.
- 5.3 NoK have agreed that if necessary solatia be discussed and considered subsequent to this Agreement in a separate forum.
- 5.4 Exxaro shall engage and consult with NoK on this matter directly if necessary.

Signed at Mooifontein on 27 September 2014.

**AS WITNESSES:**

N.S. Mahlangu 

**Next-of-Kin**

Name: Natasha Higgitt

Name: Sarah Mahlangu  
P.O. L. Thabane

Title: 1

Signed at \_\_\_\_\_ on \_\_\_\_\_ 2014.

**For and on behalf of Exxaro Coal (Pty) Limited in its capacity as the Developer, who warrant that s/he is duly authorised.** **AS WITNESSES:**



Name: \_\_\_\_\_

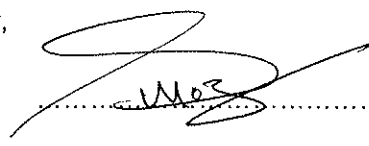
Name: W. MOORE

Title: MEAT MANAGER (ACTING)

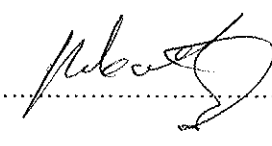
Signed at Sandton on 15 October 2014.

For and on behalf of Eskom Holding SOC AS WITNESSES:

Limited in its capacity as the landowner,  
who warrant that s/he is duly authorised.

  
.....

Name: SIMPHIWE NTSHINI

  
.....

Name: JH Coetzee

Title: Client and Portfolio Manager

## GENERAL AGREEMENT

entered into between

Exxaro Coal (Pty) Limited

(hereinafter referred to as "Exxaro")

And

Lisa Thukwana

(hereinafter referred to as "Next-of-Kin")

### 1 DEFINITIONS

Unless the context otherwise indicates –

- 1.1 ~~Exxaro~~ means Exxaro Coal Limited, a company duly registered and incorporated in accordance with the company laws of the Republic of South Africa with its
- 1.2 The "Consultant" means Digby Wells and Associates (Pty) Ltd, a company duly registered and incorporated in accordance with the company laws of the Republic of South Africa
- 1.3 The "NoK" means Next-of-Kin which is Lisa Thukwana, with Identity number 4210260171088 bona fide NoK of Catherine Zadwa Ngoma ("the Deceased") as attested to in Affidavit signed on 27 September 2014.
- 1.4 The "Deceased" means Catherine Zadwa Ngoma

### 2 BACKGROUND OF AGREEMENT

The core principles of this Agreement are based on the consultation process, informed by the legal framework outlined in the document titled *Exxaro Arnot Mooifontein Expansion Project. Burial Grounds and Graves Social Consultation and Entitlement Framework Report*. NoK participated in the decision-making process with regard to a Conservation Management Plan and Grave Relocation Plan in the event that graves remain preserved in situ, or that their deceased relatives are relocated in accordance with section 36(5)(b) the National Heritage Resources Act, No. 25 of 1999 and Regulations 34 and 40.

### 3 AGREED PRINCIPLES WITH REGARD TO THE CONSERVATION MANAGEMENT PLAN

- 3.1 Management of in situ conserved gravesites shall be a joint responsibility between Exxaro and NoK.
- 3.2 The primary onus is on Exxaro both as landowner and developer.

- 3.3 The Conservation Management Plan shall be included into all operational plans, procedures and programmes established by Exxaro and should be reviewed every five years.
- 3.4 All identified NoK shall be afforded the opportunity to provide input into consequent revisions of the Conservation Management Plan through consultation with regard to on-going conservation, presentation and improvement of burial grounds and graves.
- 3.5 Exxaro shall protect and conserve burial grounds and graves that shall remain in situ in the project area.
- 3.6 Exxaro shall be responsible to maintain the status quo of gravesites that are to be conserved in situ by means of:
  - 3.6.1 Fencing of gravesites;
  - 3.6.2 Proper recording and mapping of gravesites;
  - 3.6.3 Cleaning gravesites in lieu of unrestricted access by NoK; and
  - 3.6.4 Monitoring the conservation status of gravesites.
- 3.7 Exxaro shall allow NoK access to conserved burial grounds and graves to ensure sustainable use of the sites and safeguard their cultural significance including the rights to:
- 3.8 Repair, restore and rehabilitate gravesites this is necessary due to natural processes of age and decay.
- 3.9 Improve gravesites by maintaining existing, and erecting new, grave dressings; and
- 3.10 Perform activities related to their living heritage associated with gravesites.
- 3.11 Exxaro shall grant NoK access to gravesites provided that:
  - 3.11.1 NoK arrange access at least two weeks prior to intended visits;
  - 3.11.2 NoK inform Exxaro of the number of people who shall be visiting the gravesites;
  - 3.11.3 NoK conform to all Exxaro health and safety procedures with regard to visitor access to operational mine property; and
  - 3.11.4 NoK declare the intent of the visit that may include:
    - 3.11.5 Site access required to perform ceremonies that may include the use of alcohol at the gravesite;
    - 3.11.6 Site access required to perform ceremonies that may include the slaughtering of live animals at the gravesite; and
    - 3.11.7 Site access required to erect new grave dressings at the gravesite.
- 3.12 Exxaro shall transport NoK from the main visitor's gate and return them to the gate in an approved mine transport vehicle.
- 3.13 Exxaro reserves the right to request informed indemnity from all NoK who shall be visiting gravesites from injury or death that may result from pre-existing health complications that any NoK may experience.
- 3.14 NoK shall be required to provide informed indemnity for every site visit.
- 3.15 Nok shall, however, not indemnify Exxaro from any loss, injury, damage, death or any other risk caused by project activities.
- 3.16 The indemnity shall, however, not extend to any loss, injury, death or other impact on NoK that may result from any actions related to Exxaro's operations.

- 3.17 NoK shall be responsible to notify Exxaro of any changes to the conservation status of gravesites due to repairs, restoration, rehabilitation or erecting of new grave dressings, to allow Exxaro to update their monitoring conservation.
- 3.18 Exxaro shall inform NoK of any changes to burial grounds and graves because of project activities, or changes in ownership.
- 3.19 Exxaro shall be liable for all costs required to repair, replace, rehabilitate or relocate graves damaged because of project activities.

#### **4 AGREEMENT WITH REGARD TO GRAVE RELOCATION**

The parties hereby agree to principles of grave relocation.

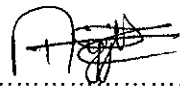
- 4.1 Exxaro has provided NoK with the right to participate in the decision-making process with regard to graves that shall be exhumed, relocated and reburied.
- 4.2 Exxaro shall pay all costs associated with grave relocation including:
  - 4.2.1 Appointing a qualified and registered archaeologist to manage the grave relocation process; and
  - 4.2.2 Cover the cost to engage a registered funeral undertaker to exhume, transport and re-inter the contents of graves under supervision of the archaeologist.
- 4.3 ~~Exxaro shall pay all costs required to re-establish graves at places of reburial including:~~
  - 4.3.1 Removing, relocating and re-erecting formal, granite grave dressings;
  - 4.3.2 Replacing informal grave dressings with granite headstones measuring and ensure that the deceased's details are accurately recorded on such;
  - 4.3.3 Exxaro shall ensure that all grave dressings record the original place or burial and the date on which relocation took place; and
  - 4.3.4 Exxaro shall also cover the costs to repair or replace grave dressings damaged because of relocation; and
  - 4.3.5 Exxaro shall ensure that new gravesites are registered in the names of the bona fide NoK.
- 4.4 NoK shall be responsible for costs of improvement and presentation of new gravesites after re-establishment.
- 4.5 NoK shall have the right to stipulate where their deceased relatives shall be reburied, within reason and relevant legal frameworks.
- 4.6 Exxaro shall pay all costs associated with the procurement and registration of new grave plots.
- 4.7 Exxaro shall acknowledge the right of NoK to express their living heritage in respect of burial grounds and graves.
- 4.8 Exxaro shall cover reasonable costs associated with performances that may be associated with such living heritage.
- 4.9 Exxaro shall not pay NoK cash to compensate for any living heritage.

**5 SOLATIA**

- 5.1 The parties did not reach agreement to the principles of the solatia.
- 5.2 The NoK agreed that Exxaro shall not pay any solatia within the existing process and agreements to enable grave relocation to conclude.
- 5.3 NoK have agreed that if necessary solatia be discussed and considered subsequent to this Agreement in a separate forum.
- 5.4 Exxaro shall engage and consult with NoK on this matter directly if necessary.

Signed at Mooifontein on 27 September 2014.

**AS WITNESSES:**

..... N.S. Mahlangu ..... 

**Next-of-Kin**

Name: Natasha Higgitt

Name: Sarah Mahlangu  
P.P. L. Indakanya V

Title: .....

Signed at on 2014.

**For and on behalf of Exxaro Coal (Pty) Limited in its capacity as the Developer, who warrant that s/he is duly authorised.** **AS WITNESSES:**

.....  .....

Name: .....

Name: W. MOORE

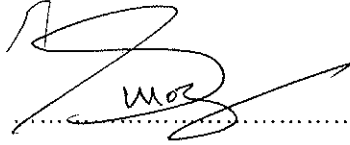
Title: Mine Manager (ACTING)

Signed at Sandton

on 15 October 2014.

For and on behalf of Eskom Holding SOC  
Limited in its capacity as the landowner,  
who warrant that s/he is duly authorised.

AS WITNESSES:

  
.....

  
.....

Name: SIMPHIWE NTUZI

Name: JH Coetzee

Title: Client Land Portfolio Manager



## NEXT-OF-KIN AGREEMENT

entered into between

Exxaro Coal (Pty) Limited  
(hereinafter referred to as "Exxaro")

And

Sarah Mahlangu  
(hereinafter referred to as "Next-of-Kin")

### 1 DEFINITIONS

Unless the context otherwise indicates –

- 1.1 "~~Exxaro~~" means ~~Exxaro Coal Limited, a company duly registered and incorporated in~~ accordance with the company laws of the Republic of South Africa with its
- 1.2 The "**Consultant**" means Digby Wells and Associates (Pty) Ltd, a company duly registered and incorporated in accordance with the company laws of the Republic of South Africa
- 1.3 The "**NoK**" means Next-of-Kin which is Sarah Mahlangu, with Identity number 8802160530086 bona fide NoK of Sesi Martha Ngomo ("the Deceased") as attested to in Affidavit signed on 27 September 2014.
- 1.4 The "**Deceased**" means Sesi Martha Ngomo.

### 2 BACKGROUND OF AGREEMENT

The identified bona fide NoK and Exxaro hereby agree to the contents of the *General Agreement* derived from consultation between the NoK and Exxaro as conducted by the Consultant in accordance with section 36(5)(b) the National Heritage Resources Act, No. 25 of 1999 and Regulations 34 and 40.

### 3 IDENTIFICATION OF NEXT OF KIN

- 3.1 The NoK hereby confirms that Exxaro has given him or her the right to be consulted with regard to the future of the remains of the Deceased and that the consultation process.
- 3.2 The NoK further confirms that the consultation process:
- 3.2.1 Provided him or her with all relevant information that was explained;

- 3.2.2 Informed him or her of his or her rights and responsibilities with regard to the future of the Deceased grave;
- 3.2.3 Enabled him or her to provide inputs and make decisions freely and without any undue influence by Exxaro or Digby Wells or any other party; and
- 3.2.4 Was fair and transparent.

#### 4 AGREEMENT WITH REGARD TO CONSERVATION MANAGEMENT PLAN

The parties hereby agree to the principles of the Conservation Management Plan.

#### 5 AGREEMENT WITH REGARD TO GRAVE RELOCATION

The parties hereby agree to the principles of grave relocation.

#### 6 GRAVE RELOCATION

- 6.1 Exxaro will pay all costs associated with the exhumation, relocation and reburial of the Deceased as per the General Agreement.
- 6.2 The remains of the Deceased will be exhumed and placed into a new coffin as requested by the NoK.
- 6.3 The remains of the Deceased will be reburied at Mhluzi, Middelburg ("the Reburial Site").
- 6.4 Exxaro will remove and relocate / erect a new headstone at the Reburial Site
- 6.5 The headstone / grave marker will be a manufactured granite stone that will:
  - 6.5.1 Measure 460 millimeters wide X 300 millimeters high X 60 millimeters;
  - 6.5.2 Measure 660 millimeter wide X 100 millimeters high X 60 millimeters thick at the base;
  - 6.5.3 Or be the nearest equivalent available;
- 6.6 The inscription will read as per the instructions by the NoK and include:
  - 6.6.1 Name of Deceased
  - 6.6.2 Date of Birth
  - 6.6.3 Date of Death
  - 6.6.4 Personalised Message
  - 6.6.5 Relocated from the farm Mooifontein on DATE

#### 7 EXPRESSION OF LIVING HERITAGE

- 7.1 A ritual / ceremony will be held at the original gravesite of the Deceased on a date agreed on between the NoK and Exxaro provided that it takes place at the latest on the Saturday immediately preceding the exhumation.
- 7.2 Exxaro will arrange access to the gravesite and provide transport if required by the NoK who will be performing the ceremony;

7.3 A ceremonial event ("the Event") will be held at Thukwana Residence.

7.4 The Event will be held on the Saturday immediately preceding commencement of exhumation.

7.5 Exxaro will pay all costs associated with the Event including:

7.5.1 Procuring the listed requirements agreed between the NoK and Exxaro;

7.5.2 Purchasing live sacrificial animals as agreed between the NoK and Exxaro.

7.6 Exxaro will not supply any alcoholic beverages at the Event with the exception of traditional beer required to perform certain ceremonial activities associated with the living heritage of the NoK.

7.7 Exxaro agrees to arrange transport to and from the Event as necessary.

## 8 SOLATIUM

8.1 The parties did not reach agreement to the principles of the solatia.

8.2 The NoK agreed that Exxaro shall not pay any solatia within the existing process and agreements to enable grave relocation to conclude.

8.3 NoK have agreed that if necessary solatia be discussed and considered subsequent to this Agreement in a separate forum.

8.4 Exxaro shall engage and consult with NoK on this matter directly if necessary.

## 9 CONSENT

I, Sarah Mahlangu, hereby request and provide full, prior and informed consent for the exhumation, relocation and reburial of the late Sesi Martha Ngoma in my capacity as daughter.

Signed at Mooifontein on 27 September 2014.

### AS WITNESSES:

N.S. Mahlangu

[Signature]

### Next-of-Kin

Name: Sarah Mahlangu

Name: Natasha Higgitt

Title: .....

Signed at

on

2014.

**For and on behalf of Exxaro Coal (Pty) AS WITNESSES:**

Limited in its capacity as the Developer, who warrant that s/he is duly authorised.

.....  
*W. Moore*

Name: .....

Name: *W. MOORE*

Title: *MEVE MANAGER (ACTING)*

Signed at *Sandton*

on *15 October* 2014.

**For and on behalf of Eskom Holding SOC AS WITNESSES:**

~~Limited in its capacity as the landowner,~~  
who warrant that s/he is duly authorised.

.....  
*JH Coetzee*

.....  
*Simphele Ntsoini*

Name: *JH Coetzee*

Name: *SIMPHELE NTSOINI*

Title: *Client hand portfolio Manager*

## The list of Croma family

(1) Cow

(2) Blanket

- Single blanket 1

- Double blanket 2

ukudla

(1) 50kg maize meal

(2) Cabbage

(3) 12,5kg Sugar

(4) 12,5kg Rice

(5) 5 litre cooking oil

(6) Tea bags

(7) East

(8) 10kg Potatoes

(9) 12,5kg flour and 4 instant yeast

King Korn and 4 Brewers yeast

2kg brown sugar

Carrots

Onion

Mayonnaise

- Tomato sauce

Salt

## GENERAL AGREEMENT

entered into between

Exxaro Coal (Pty) Limited  
(hereinafter referred to as "Exxaro")

And

S. J. Weyers  
(hereinafter referred to as "Next-of-Kin")

### 1 DEFINITIONS

Unless the context otherwise indicates –

- 1.1 ~~"Exxaro" means Exxaro Coal Limited, a company duly registered and incorporated in accordance with the company laws of the Republic of South Africa with its~~
- 1.2 The "**Consultant**" means Digby Wells and Associates (Pty) Ltd, a company duly registered and incorporated in accordance with the company laws of the Republic of South Africa
- 1.3 The "**NoK**" means Next-of-Kin which is S. J. Weyers, with Identity number 480823 5001 080 bona fide NoK of Elders Nephew ("the Deceased") as attested to in Affidavit signed on NA.
- 1.4 The "**Deceased**" means -- Johannes L.A. Rossouw and -- Anna M.H. Rossouw  
(Johannes) (Susanna)  
Grave Site G02.

### 2 BACKGROUND OF AGREEMENT

The core principles of this Agreement are based on the consultation process, informed by the legal framework outlined in the document titled *Exxaro Arnot Mooifontein Expansion Project. Burial Grounds and Graves Social Consultation and Entitlement Framework Report*. NoK participated in the decision-making process with regard to a Conservation Management Plan and Grave Relocation Plan in the event that graves remain preserved in situ, or that their deceased relatives are relocated in accordance with section 36(5)(b) the National Heritage Resources Act, No. 25 of 1999 and Regulations 34 and 40.

### 3 AGREED PRINCIPLES WITH REGARD TO THE CONSERVATION MANAGEMENT PLAN

- 3.1 Management of in situ conserved gravesites shall be a joint responsibility between Exxaro and NoK.
- 3.2 The primary onus is on Exxaro both as landowner and developer.

*S.J.W.*

- 3.3 The Conservation Management Plan shall be included into all operational plans, procedures and programmes established by Exxaro and should be reviewed every five years.
- 3.4 All identified NoK shall be afforded the opportunity to provide input into consequent revisions of the Conservation Management Plan through consultation with regard to on-going conservation, presentation and improvement of burial grounds and graves.
- 3.5 Exxaro shall protect and conserve burial grounds and graves that shall remain in situ in the project area.
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  - 3.6.1 Fencing of gravesites;
  - 3.6.2 Proper recording and mapping of gravesites;
  - 3.6.3 Cleaning gravesites in lieu of unrestricted access by NoK; and
  - 3.6.4 Monitoring the conservation status of gravesites.
- 3.7 Exxaro shall allow NoK access to conserved burial grounds and graves to ensure sustainable use of the sites and safeguard their cultural significance including the rights to:
- 3.8 Repair, restore and rehabilitate gravesites this is necessary due to natural processes of age and decay.
- 3.9 Improve gravesites by maintaining existing, and erecting new, grave dressings; and
- ~~3.10 Perform activities related to their living heritage associated with gravesites.~~
- 3.11 Exxaro shall grant NoK access to gravesites provided that:
  - 3.11.1 NoK arrange access at least two weeks prior to intended visits;
  - 3.11.2 NoK inform Exxaro of the number of people who shall be visiting the gravesites;
  - 3.11.3 NoK conform to all Exxaro health and safety procedures with regard to visitor access to operational mine property; and
  - 3.11.4 NoK declare the intent of the visit that may include:
    - 3.11.5 Site access required to perform ceremonies that may include the use of alcohol at the gravesite;
    - 3.11.6 Site access required to perform ceremonies that may include the slaughtering of live animals at the gravesite; and
    - 3.11.7 Site access required to erect new grave dressings at the gravesite.
- 3.12 Exxaro shall transport NoK from the main visitor's gate and return them to the gate in an approved mine transport vehicle.
- 3.13 Exxaro reserves the right to request informed indemnity from all NoK who shall be visiting gravesites from injury or death that may result from pre-existing health complications that any NoK may experience.
- 3.14 NoK shall be required to provide informed indemnity for every site visit.
- 3.15 NoK shall, however, not indemnify Exxaro from any loss, injury, damage, death or any other risk caused by project activities.
- 3.16 The indemnity shall, however, not extend to any loss, injury, death or other impact on NoK that may result from any actions related to Exxaro's operations.





- 3.17 NoK shall be responsible to notify Exxaro of any changes to the conservation status of gravesites due to repairs, restoration, rehabilitation or erecting of new grave dressings, to allow Exxaro to update their monitoring conservation.
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#### **4 AGREEMENT WITH REGARD TO GRAVE RELOCATION**

The parties hereby agree to principles of grave relocation.

- 4.1 Exxaro has provided NoK with the right to participate in the decision-making process with regard to graves that shall be exhumed, relocated and reburied.
- 4.2 Exxaro shall pay all costs associated with grave relocation including:
  - 4.2.1 Appointing a qualified and registered archaeologist to manage the grave relocation process; and
  - 4.2.2 Cover the cost to engage a registered funeral undertaker to exhume, transport and re-inter the contents of graves under supervision of the archaeologist.
- 4.3 Exxaro shall pay all costs required to re-establish graves at places of reburial including:
  - 4.3.1 Removing, relocating and re-erecting formal, granite grave dressings;
  - 4.3.2 Replacing informal grave dressings with granite headstones measuring and ensure that the deceased's details are accurately recorded on such;
  - 4.3.3 Exxaro shall ensure that all grave dressings record the original place or burial and the date on which relocation took place; and
  - 4.3.4 Exxaro shall also cover the costs to repair or replace grave dressings damaged because of relocation; and
  - 4.3.5 Exxaro shall ensure that new gravesites are registered in the names of the bona fide NoK.
- 4.4 NoK shall be responsible for costs of improvement and presentation of new gravesites after re-establishment.
- 4.5 NoK shall have the right to stipulate where their deceased relatives shall be reburied, within reason and relevant legal frameworks.
- 4.6 Exxaro shall pay all costs associated with the procurement and registration of new grave plots.
- 4.7 Exxaro shall acknowledge the right of NoK to express their living heritage in respect of burial grounds and graves.
- 4.8 Exxaro shall cover reasonable costs associated with performances that may be associated with such living heritage.
- 4.9 Exxaro shall not pay NoK cash to compensate for any living heritage.



**5 SOLATIA**

- 5.1 The parties did not reach agreement to the principles of the solatia.
- 5.2 The NoK agreed that Exxaro shall not pay any solatia within the existing process and agreements to enable grave relocation to conclude.
- 5.3 NoK have agreed that if necessary solatia be discussed and considered subsequent to this Agreement in a separate forum.
- 5.4 Exxaro shall engage and consult with NoK on this matter directly if necessary.

Signed at Pretoria on 14<sup>th</sup> October 2014.

**AS WITNESSES:**

S. J. Weyers  
.....  
Next-of-Kin

[Signature]  
.....

Name: Stephanus Jansen Weyers

Name: Johan Nel

Title: Mr

Signed at Sandton on 15 October 2014.

Estkom Holding SOC  
For and on behalf of ~~Exxaro Coal (Pty)~~ Limited in its capacity as the Developer, who warrant that s/he is duly authorised.

**AS WITNESSES:**  
[Signature]  
.....

[Signature]  
.....

Name: SIMPHEME NTOZINI

Name: JH Coetzee

Title: Client and Portfolio Manager

[Signature]

Signed at Ararat B. on 15 October 2014.

EXXARO COAL (PTY)

For and on behalf of ~~Eskom Holding SOC~~ AS WITNESSES:

Limited in its capacity as the landowner,  
who warrant that s/he is duly authorised.

[Signature]

.....

Name: .....

Name: C. Silva

Title: Mine Manager

[Signature]

## GENERAL AGREEMENT

entered into between

Exxaro Coal (Pty) Limited  
(hereinafter referred to as "Exxaro")

And

S. J. Weyers.  
(hereinafter referred to as "Next-of-Kin")

### 1 DEFINITIONS

Unless the context otherwise indicates –

- 1.1 "Exxaro" means ~~Exxaro Coal Limited~~, a company duly registered and incorporated in accordance with the company laws of the Republic of South Africa with its
- 1.2 The "Consultant" means Digby Wells and Associates (Pty) Ltd, a company duly registered and incorporated in accordance with the company laws of the Republic of South Africa
- 1.3 The "NoK" means Next-of-Kin which is S. J. Weyers, with Identity number 480823 5001080 bona fide NoK of Elders Grandson ("the Deceased") as attested to in Affidavit signed on NA.
- 1.4 The "Deceased" means Frans Pieter Rossouw and his son Johannes  
Grave Site G 05 L. A. Rossouw

### 2 BACKGROUND OF AGREEMENT

The core principles of this Agreement are based on the consultation process, informed by the legal framework outlined in the document titled *Exxaro Arnot Mooifontein Expansion Project. Burial Grounds and Graves Social Consultation and Entitlement Framework Report*. NoK participated in the decision-making process with regard to a Conservation Management Plan and Grave Relocation Plan in the event that graves remain preserved in situ, or that their deceased relatives are relocated in accordance with section 36(5)(b) the National Heritage Resources Act, No. 25 of 1999 and Regulations 34 and 40.

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- 3.1 Management of in situ conserved gravesites shall be a joint responsibility between Exxaro and NoK.
- 3.2 The primary onus is on Exxaro both as landowner and developer.

*S. J. Weyers*

- 3.3 The Conservation Management Plan shall be included into all operational plans, procedures and programmes established by Exxaro and should be reviewed every five years.
- 3.4 All identified NoK shall be afforded the opportunity to provide input into consequent revisions of the Conservation Management Plan through consultation with regard to on-going conservation, presentation and improvement of burial grounds and graves.
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- 3.15 Nok shall, however, not indemnify Exxaro from any loss, injury, damage, death or any other risk caused by project activities.
- 3.16 The indemnity shall, however, not extend to any loss, injury, death or other impact on NoK that may result from any actions related to Exxaro's operations.



- 3.17 NoK shall be responsible to notify Exxaro of any changes to the conservation status of gravesites due to repairs, restoration, rehabilitation or erecting of new grave dressings, to allow Exxaro to update their monitoring conservation.
- 3.18 Exxaro shall inform NoK of any changes to burial grounds and graves because of project activities, or changes in ownership.
- 3.19 Exxaro shall be liable for all costs required to repair, replace, rehabilitate or relocate graves damaged because of project activities.

#### **4 AGREEMENT WITH REGARD TO GRAVE RELOCATION**

The parties hereby agree to principles of grave relocation.

- 4.1 Exxaro has provided NoK with the right to participate in the decision-making process with regard to graves that shall be exhumed, relocated and reburied.
- 4.2 Exxaro shall pay all costs associated with grave relocation including:
  - 4.2.1 Appointing a qualified and registered archaeologist to manage the grave relocation process; and
  - 4.2.2 Cover the cost to engage a registered funeral undertaker to exhume, transport and re-inter the contents of graves under supervision of the archaeologist.
- 4.3 Exxaro shall pay all costs required to re-establish graves at places of reburial including:
  - 4.3.1 Removing, relocating and re-erecting formal, granite grave dressings;
  - 4.3.2 Replacing informal grave dressings with granite headstones measuring and ensure that the deceased's details are accurately recorded on such;
  - 4.3.3 Exxaro shall ensure that all grave dressings record the original place or burial and the date on which relocation took place; and
  - 4.3.4 Exxaro shall also cover the costs to repair or replace grave dressings damaged because of relocation; and
  - 4.3.5 Exxaro shall ensure that new gravesites are registered in the names of the bona fide NoK.
- 4.4 NoK shall be responsible for costs of improvement and presentation of new gravesites after re-establishment.
- 4.5 NoK shall have the right to stipulate where their deceased relatives shall be reburied, within reason and relevant legal frameworks.
- 4.6 Exxaro shall pay all costs associated with the procurement and registration of new grave plots.
- 4.7 Exxaro shall acknowledge the right of NoK to express their living heritage in respect of burial grounds and graves.
- 4.8 Exxaro shall cover reasonable costs associated with performances that may be associated with such living heritage.
- 4.9 Exxaro shall not pay NoK cash to compensate for any living heritage.



**5 SOLATIA**

- 5.1 The parties did not reach agreement to the principles of the solatia.
- 5.2 The NoK agreed that Exxaro shall not pay any solatia within the existing process and agreements to enable grave relocation to conclude.
- 5.3 NoK have agreed that if necessary solatia be discussed and considered subsequent to this Agreement in a separate forum.
- 5.4 Exxaro shall engage and consult with NoK on this matter directly if necessary.

Signed at Pretoria on 14<sup>th</sup> October 2014.

**AS WITNESSES:**

S. J. Meyers  
.....

**Next-of-Kin**

[Signature]  
.....

Name: Stephanus Jansen Meyers Name: Johan Nel

Title: Mr

Signed at Sandton on 15 October 2014.

Estom Holdings SOC  
For and on behalf of Exxaro Coal (Pty) **AS WITNESSES:**

Limited in its capacity as the Developer, who warrant that s/he is duly authorised.

[Signature]  
.....

[Signature]  
.....

Name: SIMPHWE NTORINI

Name: JH Coetzee

Title: Client Land Portfolio Manager

[Signature]



Signed at Arnd S on 15 October 2014.  
EXXARO COAL (PTY)

For and on behalf of ~~Eskom Holding SOC~~ AS WITNESSES:  
Limited in its capacity as the landowner,  
who warrant that s/he is duly authorised.

[Signature]

.....  
Name: .....

Name: C Silver

Title: Mine Manager

[Signature]

**Digby Wells Environmental**  
**Private Bag X10046**  
**Randburg**  
**2125**

**and**

**Exxaro Arnot Coal**  
**Private Bag X3**  
**Rietkuil**  
**1097**

**S.J. Weyers:**  
 600 Rutgers Street  
 Moreleta Park  
 Pretoria  
 0044  
 Tel: 012-993 3792  
 Cell: 082 952 2929  
 E-mail: faan.weyers@vodamail.co.za

**F.P. Rossouw:**  
 31 Van Niekerk Street  
 Hendrina  
 Mpumalanga  
 1095  
 Tel: 013-293 0432  
 Cell: 073 757 6449

**To whom it may concern,**

**CONSENT WITH RESERVATION FROM NEXT-OF-KIN FOR THE RELOCATION OF THE IDENTIFIED FAMILY GRAVES**

The grave relocation process for the proposed Arnot Mooifontein Expansion Project (AMEP) as advertised in the Middelburg Observer Newspaper refer.

Hereby, we the undersigned next-of-kin (grandchildren) of the Rossouw family, give our consent for the relocation of four family graves on the farm Mooifontein near Arnot in the Middelburg district in terms of the following conditions:

1. That the full process in terms of the relevant Act and Regulations as well as the local bylaws and regulations regarding authority and notification to all the relevant departments for the exhumation and reburying of the remains concerned be obtained and followed by the appointee ie; Digby Wells. This includes any registration and permit issuing requirements.
2. That the reburying be done at the Fontein Cemetery in Middelburg Mpumalanga as follows:
  - a. Site No G0 5, Grave No 102 the remains of Frans Pieter Rossouw be reburied with his wife, our grandmother, in Grave No: 7680 at the Fontein Cemetery.
  - b. Site No G 02, Grave No 100 the remains of --hannes L.A. Rossouw and Site No G 05, Grave No 104 the remains of Johannes L.A. Rossouw be reburied together in a new grave at Fontein Cemetery.
  - c. Site No G 02, Grave 107 the remains of ---anna M.H. Rossouw be reburied separately in a new grave at Fontein Cemetery.
3. That solid granite tombstones with engraved lettering be provided and installed on the three graves. The required epitaphs or wording for the tombstones will be provided by us the next-of-kin.


4. That the total cost for the relocation and all the above for example: the exhumation of the graves, the purchasing and provision of coffins for the remains, the procurement of two new gravesites, the opening up of the existing grave number 7680, the cost for the procurement and installation of the three tombstones with lettering, the permit fees, etc. be carried by Digby Wells or Exxaro Arnot Coal.

5. That we the next-of-kin be timely informed regarding the date of exhumation and reburial in order to attend and observe the process.

we the next-of-kin:

  
.....  
STEPHANUS JANSEN WEYERS  
(ID No: 480823 5001 080)

On this 7<sup>th</sup> day of June, 2014.

  
.....  
FRANS PIETER ROSSOUW  
(ID No: 671205 5001 089)

On this 7 day of June, 2014.