

19 MARCH 2019

NOTICE OF CLASS ACTION MEMORANDUM

DATE: FEBRUARY 27, 2019

SECURITY DESCRIPTION: BHP BILLITON PLC-ADR

ISIN: US0886061086

HEARING DATE: MARCH 05, 2019

EXCLUSION DATE: JANUARY 15, 2019

PROOF OF CLAIM DEADLINE: APRIL 02, 2019

Enclosed for your consideration is a Notice of Pendency of Class Action, Proposed Settlement of Class Action, and Proof of Claim involving the above-mentioned Security. Kindly note that if you wish to participate in the settlement please complete the enclosed Proof of Claim and forward it together with any supporting documentation if required, postmarked no later than, APRIL 02, 2019: to the following address:

CLAIMS ADMINISTRATOR:

BHP Securities Litigation

Claims Administrator

C/O Gilardi & Co LLC

Post Office Box 404090

Louisville, KY 40233-4090

Website: www.bhpsecuritieslitigation.com

Kindly Contact your account representative if you require additional information relating to activity within your account during the class action period.

Kind Regards,
Corporate Actions/ Reorganization Department

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In re BHP BILLITON LIMITED SECURITIES LITIGATION	x	Civil Action No. 1:16-cv-01445-NRB
		<u>CLASS ACTION</u>
This Document Relates To:	x	
ALL ACTIONS.	x	

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT

TO: ALL PERSONS AND ENTITIES WHO PURCHASED OR OTHERWISE ACQUIRED AMERICAN DEPOSITORY RECEIPTS ("ADRs") OF BHP BILLITON LIMITED AND/OR BHP BILLITON PLC (TOGETHER, "BHP" OR "DEFENDANTS") DURING THE PERIOD FROM SEPTEMBER 25, 2014 THROUGH NOVEMBER 30, 2015, INCLUSIVE (THE "CLASS")

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS MAY BE AFFECTED BY PROCEEDINGS IN THIS LITIGATION WHETHER OR NOT YOU ACT. PLEASE NOTE THAT IF YOU ARE A CLASS MEMBER, YOU MAY BE ENTITLED TO SHARE IN THE PROCEEDS OF THE SETTLEMENT DESCRIBED IN THIS NOTICE. TO CLAIM YOUR SHARE OF THIS FUND, YOU MUST SUBMIT A VALID PROOF OF CLAIM AND RELEASE FORM ("PROOF OF CLAIM") POSTMARKED OR SUBMITTED ONLINE ON OR BEFORE APRIL 2, 2019. IF YOU HAVE QUESTIONS ABOUT THIS NOTICE, THE PROPOSED SETTLEMENT, OR YOUR ELIGIBILITY TO PARTICIPATE IN THE SETTLEMENT, PLEASE DO NOT CONTACT BHP OR ITS COUNSEL. ALL QUESTIONS SHOULD BE DIRECTED TO LEAD COUNSEL (SEE SECTION V BELOW).

This Notice of Pendancy of Class Action and Proposed Settlement ("Notice") has been sent to you pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Southern District of New York (the "Court"). The purpose of this Notice is to inform you of the pendancy and proposed settlement of the case entitled *In re BHP Billiton Limited Securities Litigation*, Civil Action No. 1:16-cv-01445-NRB (the "Litigation"), and of the hearing (the "Settlement Hearing") to be held by the Court to consider the fairness, reasonableness, and adequacy of the settlement as set forth in the Stipulation of Settlement between Plaintiffs and Defendants, dated as of September 14, 2018 (the "Stipulation"), on file with the Court.¹

This Notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to: (i) the truth of the allegations in this Litigation or any other litigation as to any of the Defendants or their Related Parties; (ii) the merits of the claims or defenses asserted by or against Defendants or their Related Parties; or (iii) that the consideration to be given under the settlement represents the amount which could be or would have been recovered after trial. This Notice is solely to advise you of the pendancy and proposed settlement of the Litigation and of your rights in connection therewith.

I. STATEMENT OF PLAINTIFFS' RECOVERY

The proposed settlement will create a cash fund in the principal amount of Fifty Million Dollars (\$50,000,000.00) (the "Settlement Amount"), plus any interest that may accrue thereon less certain deductions (the "Settlement Fund").

This is a securities class action brought against BHP alleging that BHP made materially false and misleading statements to investors during the period from September 25, 2014 through November 30, 2015, inclusive (the "Class Period"), in violation of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 (the "Exchange Act") and Rule 10b-5 promulgated thereunder. An indirect subsidiary of BHP, BHP Billiton Brasil Ltda. ("BHP Brasil"), and Vale S.A. ("Vale") each are 50% shareholders of Samarco Mineração, S.A. ("Samarco"), an iron-ore mining company located in Brazil. On November 5, 2015, the Fundão tailings dam, which is part of Samarco's Germano iron ore mining complex in Minas Gerais, Brazil, failed, releasing mining waste (called tailings) that caused property damage and resulted in the loss of life. Plaintiffs allege that during the Class Period, Defendants made false and misleading statements regarding BHP's focus on safety and its risk management and monitoring. BHP denies Plaintiffs' allegations. At the time of the proposed settlement, Plaintiffs had completed substantial fact discovery, had completed class certification discovery and filed their motion for class certification, had engaged mining and other experts, and were preparing the case for trial. Defendants at all times denied that they had made any false statements or omissions, and continue to maintain that their statements complied with all applicable laws and regulations in the United States and elsewhere.

The Settlement Fund, subject to deduction for, among other things, costs of class notice and administration and certain taxes and tax-related expenses, and for attorneys' fees and expenses as approved by the Court and for certain expenses of the Plaintiffs, will be available for distribution to Class Members. Your recovery from this fund will depend on a number of variables, including the number of shares of ADRs you purchased or acquired during the Class Period, the

¹ All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings ascribed to them in the Stipulation, which is available at www.bhpsecuritieslitigation.com.

Russello, Robbins Gelber Rudman & Dowd LLP, 58 South Service Road, Suite 200, Melville, NY 11747, Telephone: For further information regarding this settlement, you may contact a representative of Lead Counsel: Joseph

V. IDENTIFICATION OF ATTORNEYS, REPRESENTATIVES

time and expenses incurred in representing the Class.

\$0.12 for the BHP Billiton PLC ADRs. In addition, the Plaintiffs may each seek the Court's approval for up to \$25,000 in the Court, the average cost per ADR, based on a 100% claim rate, will be \$0.11 for the BHP Billiton Limited ADRs and BHP Billiton Limited will be approximately \$0.37, and per eligible ADR of BHP Billiton PLC will be approximately \$0.38, before deduction of Court-approved fees and expenses. Historically, actual claims are less than 100%, resulting in higher per-ADRs, if all eligible Class Members make claims, it is estimated that the average distribution per eligible ADR of BHP Billiton Limited will be approximately \$0.37, and per eligible ADR of BHP Billiton PLC will be approximately \$0.38, before deduction of Court-approved fees and expenses. Historically, actual claims are less than 100%, resulting in higher per-ADRs depending on numerous factors, including the timing and price of a Class Member's transactions in ADRs. Plaintiff's focus on safety and risk management, caused the trading price of the ADRs to decline on November 6 and 25, 2015. In sum, if Plaintiffs won and the jury accepted all of their experts' testimony, Class Members could have recovered between \$0 and \$255 million.

At trial, Defendants would have taken the position, also supported by their expert testimony, that none of the deci-
natives in the iron-ore talings dam in Brazil, which allegedly caused certain disclosures regarding the fail-
ure of the ADRs could be attributed to any corrective disclosure related to the alleged fraud, and therefore, Class Members had suffered no damages at all. Defendants would have pointed to disclosures during the Class Period that revealed the inherent risks associated with tailings dams (such as Samarco's Fundao dam that failed during the Class Period) and specifically false and misleading statements and omissions did not, in fact, during the Class Period that the alleged failure caused the inherent risks associated with tailings dams (such as Samarco's Fundao dam that failed during the Class Period) and specifically false and misleading statements and omissions did not, in fact, asserted that there was no evidence that any of the alleged false and misleading statements were false, and that the statements were in fact true statements. Defendants would have argued that adverse news regarding the impact of the Fundao dam failure, none of which revealed any indicia of fraud, was the substantial cause of the decline in the price of the ADRs — none of which would give rise to a claim for damages.

In short, the parties disagree on the merits of this case, including whether or not: (a) false and misleading statements or omissions were made; and (b) damages were suffered and are recoverable. Thus, although Plaintiffs believe that the proposed settlement is a very good recovery and is in the best interests of the Class, Defendants believe that the immeacy of recovery to the Class, Plaintiffs and Lead Counsel believe that the proposed settlement is fair, reasonable, and adequate, and in the best interests of the Class.

Because of the risks associated with continuing to litigate and proceeding to trial, there was a danger that the Class would prevail or, if they had, how much, if any, damages could be recoverable. The proposed settlement provides a certain benefit to Class Members and will avoid the delay that would likely occur in the event of a contested trial and appeals.

Plaintiffs believe that the proposed settlement is a very good recovery and is in the best interests of the Class. Defendants have denied all claims asserted against them in the litigation and deny having engaged in any wrongdoing or violation of law of any kind whatsoever. Defendants have agreed to the settlement solely to eliminate the burden and expense of continued litigation. Accordingly, the settlement may not be construed as an admission of any wrongdoing by Defendants or their Reliated Parties (as defined herein).

IV. STATEMENT OF ATTORNEYS, FEES AND EXPENSES SOUGHT

Defendants have denied all claims asserted against them in the litigation and deny having engaged in any wrongdoing or violation of law of any kind whatsoever. Defendants have agreed to the settlement solely to eliminate the burden and expense of continued litigation. Accordingly, the settlement may not be construed as an admission of any wrongdoing by Defendants or their Reliated Parties (as defined herein).

III. REASONS FOR SETTLEMENT

In light of these risks, the amount of the settlement and the immedacy of recovery to the Class, Plaintiffs and Lead Counsel believe that the proposed settlement is fair, reasonable, and adequate, and in the best interests of the Class.

Lead Counsel believe that the proposed settlement is a very good recovery and is in the best interests of the Class. Plaintiffs believe that the proposed settlement is a very good recovery and is in the best interests of the Class.

II. STATEMENT OF POTENTIAL OUTCOME

Plaintiffs continue to maintain that they brought meritorious claims. Defendants deny that they are liable in any respect or that certain damages could be recoverable. Thus, although Plaintiffs

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631/367-7100. Additional information, including copies of pleadings and documents filed in the case, is also available on the settlement website at www.bhpsecuritieslitigation.com.

VI. NOTICE OF HEARING ON PROPOSED SETTLEMENT

A hearing (the "Settlement Hearing") will be held on March 5, 2019, at 11:00 a.m., before the Honorable Naomi Reice Buchwald, United States District Judge, at the United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, Courtroom 21A, New York, NY 10007-1312. The purpose of the Settlement Hearing will be to determine: (1) whether the proposed settlement, as set forth in the Stipulation, consisting of Fifty Million Dollars (\$50,000,000.00) in cash, should be approved as fair, reasonable, and adequate to the Class Members; (2) whether a Final Judgment and Order of Dismissal with Prejudice should be entered by the Court dismissing the Litigation with prejudice against Defendants, and whether the releases specified and described in the Stipulation (and in this Notice) should be granted; (3) whether the proposed plan to distribute the settlement proceeds (the "Plan of Allocation") is fair, reasonable, and adequate; and (4) whether the application by Lead Counsel for an award of attorneys' fees and expenses and the expenses of Plaintiffs should be approved, and, if so, in what amounts.

The Court may adjourn the Settlement Hearing from time to time and without further notice to the Class. The Court may also approve the settlement, with such modifications as may be agreed to by the Settling Parties, if appropriate, without further notice to the Class.

VII. DEFINITIONS USED IN THIS NOTICE

As used in this Notice, the following terms have the meanings specified below. Any capitalized terms not specifically defined in this Notice shall have the meanings set forth in the Stipulation. In the event of any inconsistency between any definition set forth below or elsewhere in this Notice and any definition set forth in the Stipulation, the definition set forth in the Stipulation shall control.

1. "ADR" means a BHP ADR or a BBL ADR.
2. "Authorized Claimant" means any Class Member whose claim for recovery has been allowed pursuant to the terms of the Stipulation.
3. "BBL ADR" means an American Depository Receipt that evidences an ownership interest in a specified number of American Depository Shares, which in turn, represent an interest in a specified number of ordinary shares of BHP Billiton plc.
4. "BHP" means BHP Billiton Limited and BHP Billiton plc.
5. "BHP ADR" means an American Depository Receipt that evidences an ownership interest in a specified number of American Depository Shares, which in turn, represent an interest in a specified number of ordinary shares of BHP Billiton Limited.
6. "Claims Administrator" means the firm of Gilardi & Co, LLC.
7. "Class" means all persons and entities who purchased or otherwise acquired an interest in the ADRs between September 25, 2014 and November 30, 2015, inclusive, on any exchange or otherwise. Excluded from the Class are (i) Defendants, (ii) Related Parties (as defined in ¶23 below), (iii) Immediate Family Members of any natural persons in (ii), (iv) any person, firm, trust, corporation, officer, director, or other individual or entity in which any Defendant had a controlling interest during the Class Period, and (v) the legal representatives, heirs, successors-in-interest or assigns of any such excluded party. Also excluded from the Class are any persons and entities who are found by the Court to have timely and validly requested exclusion.
8. "Class Member" means a Person who falls within the definition of the Class as set forth in ¶7 above.
9. "Class Period" means the period from September 25, 2014 through November 30, 2015, inclusive.
10. "Court" means the United States District Court for the Southern District of New York.
11. "Defendants" means BHP Billiton Limited and BHP Billiton plc.
12. "Defendants' Counsel" means Sullivan & Cromwell LLP.
13. "Effective Date," or the date upon which this settlement becomes "effective," means one (1) business day after the date by which all of the events and conditions specified in ¶8.1 of the Stipulation have been met and have occurred or have been waived.
14. "Escrow Agent" means the law firm of Robbins Geller Rudman & Dowd LLP or its successor.
15. "Final" means when the last of the following with respect to the Judgment approving the Stipulation, substantially in the form of Exhibit B attached to the Stipulation, shall occur: (i) the expiration of the time to file a motion to alter or amend the Judgment under Federal Rule of Civil Procedure 59(e) without any such motion having been filed; (ii) the time in which to appeal the Judgment has passed without any appeal having been taken; and (iii) if a motion to

its decision not to object to this settlement or seek exclusion from the Class. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Plaintiffs shall expressly waive and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived the provisions, rights, and benefits of California Civil Code §1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The Plaintiffs shall expressly waive and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the U.S., or principle of common law, which is similar, comparable or equivalent to California Civil Code §1542. Plaintiffs and Class Members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Plaintiffs shall expressly settle and release and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Plaintiffs acknowledge, and the Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the settlement of which this release is a part.

VIII. THE LITIGATION

On February 24, 2016, Robbins Geller Rudman & Dowd LLP ("Robbins Geller") filed a Complaint for Violations of the Federal Securities Laws on behalf of plaintiff Jackson County Employees' Retirement System and a putative class of all purchasers of Defendants' ADRs between September 25, 2014 and November 30, 2015, inclusive, alleging claims under Sections 10(b) and 20(a) of the Exchange Act and Rule 10b-5 against: (i) BHP; (ii) Jac Nasser ("Nasser"), Chair of BHP's Board of Directors; (iii) Andrew Mackenzie ("Mackenzie"), BHP's Chief Executive Officer; (iv) Peter Beaven BHP's Chief Financial Officer ("CFO"); and (v) Graham Kerr ("Kerr"), BHP's CFO from November 2011 until ("Beaven"), BHP's Chief Financial Officer ("CFO"); and (v) Graham Kerr ("Kerr"), BHP's CFO from November 2011 until October 1, 2014, arising out of allegedly false and misleading statements and omissions pertaining to BHP's focus on safety and its risk management and monitoring protocols.

Subsequently, on March 15, 2016, Pomerantz LLP ("Pomerantz") filed a Complaint for Violations of the Federal Securities Laws on behalf of plaintiff Gary Katz, alleging similar claims against the defendants named in the February 24, 2016 complaint. On April 25, 2016, the plaintiffs City of Birmingham Retirement and Relief System and City of Birmingham Firemen's and Policemen's Supplemental Pension System (the "Funds") and others separately moved to consolidate the pending cases and for the appointment of lead plaintiffs and lead counsel under the Private Securities Litigation Reform Act of 1995, and, thereafter, all but one of the competing lead plaintiff movants withdrew their applications and/or filed non-oppositions to the Funds' motion. On June 14, 2016, the Court entered an Order granting the Funds' motion and appointing them as Lead Plaintiffs and their counsel, Robbins Geller, as Lead Counsel.

On August 15, 2016, the Funds, together with plaintiff James A. Crumpley, a purchaser of the ADRs of BHP Billiton plc represented by Pomerantz, filed the Consolidated Amended Complaint for Violations of the Federal Securities Laws ("CAC"), comprised of 105 pages and 355 numbered paragraphs. The CAC alleged that BHP and Messrs. Nasser, Mackenzie, Beaven and Kerr misrepresented and/or omitted material information concerning: (i) BHP's commitment to health and safety; (ii) the adequacy of BHP's safety, risk management, and monitoring protocols; (iii) BHP's compliance with local laws and regulations; (iv) Samarco's production capacity and projected performance; (v) the toxicity of tailings-based mudflows resulting from the failure of the Fundão dam; (vi) BHP's progressive dividend policy; (vii) uncertainties and risks relating to Samarco; and (viii) the completeness of BHP's Forms 20-F for fiscal years 2014 and 2015.

On October 14, 2016, the named defendants jointly filed a motion to dismiss the CAC pursuant to Rules 9(b) and 12(b)(6) of the Federal Rules of Civil Procedure, variously asserting that: (i) the CAC alleged non-actionable claims for mismanagement, not fraud; (ii) the CAC did not plead any actionable misstatements or omissions; (iii) the CAC did not plead scienter; and (iv) the Section 20(a) claim failed in the absence of a violation of Section 10(b). On July 26, 2017, after the parties had completed briefing the motion to dismiss, the Court heard oral argument on the motion.

On April 5, 2017, Plaintiffs submitted a letter to the Court concerning Judge Woods' decision to sustain certain claims in a putative class action against Vale, entitled *In re Vale S.A. Securities Litigation*, No. 1:15-cv-09539-GHW (S.D.N.Y.) ("Vale Litigation"), to which BHP responded on April 21, 2017. On August 1, 2017, the Court requested the parties' views on statements alleged in the Consolidated Amended Class Action Complaint filed on April 29, 2016 in the Vale Litigation, in which Vale allegedly referenced an analysis commissioned by Samarco that confirmed the tailings were not toxic or threatening to the environment. On August 9, 2017, the parties each submitted a letter to the Court expressing their views on the issue.

On August 28, 2017, the Court issued a Memorandum and Order, filed August 29, 2017, granting in part and denying in part the named defendants' motion to dismiss the CAC, holding that the CAC adequately alleged corporate

The parties were unable to successfully resolve this matter at that time. Following the exchange of mediation statements in July 2018 and a conference between the parties and their loss-causation and damages consultants, the parties attended a full-day mediation on August 1, 2018 in New York City. Phillips, a retired judge of the U.S. District of Oklahoma and a nationally recognized mediator of complex cases and class actions. In June 2018, the parties agreed to engage in mediation and retained the services of the Honorable Layn R.

Additional discovery and from other sources. The parties agreed to engage in mediation and retained the services of the Honorable Layn R. Phillips, a retired judge of the U.S. District of Oklahoma and a nationally recognized mediator of complex cases and class actions. Following the exchange of mediation statements in July 2018 and a conference between the parties and their loss-causation and damages consultants, the parties attended a full-day mediation on August 1, 2018 in New York City. Phillips, a retired judge of the U.S. District of Oklahoma and a nationally recognized mediator of complex cases and class actions. In June 2018, the parties agreed to engage in mediation and retained the services of the Honorable Layn R.

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Subsequently, the parties and the mediator engaged in further discussions, and on August 6, 2018, the parties reached an agreement-in-principle to resolve the Litigation, which agreement they memorialized in a term sheet the same day (subject to the negotiation and further memorialization of mutually acceptable terms in the Stipulation). Also on August 6, 2018, the parties advised the Court of their agreement-in-principle to resolve this Litigation. Thereafter, the parties negotiated the terms of a Stipulation of Settlement, which sets forth the terms and conditions of the settlement. The Stipulation, dated September 14, 2018, can be viewed at www.bhpsecuritieslitigation.com.

On October 31, 2018, the Court preliminarily approved the settlement, authorized this Notice to be disseminated to potential Class Members, and scheduled the Settlement Hearing to consider whether to grant final approval to the settlement.

IX. TERMS OF THE PROPOSED SETTLEMENT

A settlement has been reached in the Litigation between Plaintiffs and Defendants, the terms and conditions of which are set forth in the Stipulation and the Exhibits thereto. A portion of the settlement proceeds will be used to pay attorneys' fees and expenses to Lead Counsel and Plaintiffs' time and expenses, to pay for this Notice and the processing of claims submitted by Class Members, and to pay Taxes and Tax Expenses. The balance of the Settlement Fund (the "Net Settlement Fund") will be distributed, in accordance with the Plan of Allocation described below, to Class Members who submit valid and timely Proofs of Claim.

The effectiveness of the settlement is subject to a number of conditions and reference to the Stipulation is made for further particulars regarding these conditions.

X. REQUESTING EXCLUSION FROM THE CLASS

Each Class Member will be bound by all determinations and judgments in this lawsuit, whether favorable or unfavorable, unless such person or entity mails or delivers a written request for exclusion from the Class, addressed to:

BHP Securities Litigation
EXCLUSIONS
c/o Gilardi & Co. LLC
3301 Kerner Blvd.
San Rafael, CA 94901

The request for exclusion must: (1) include your name, address, and telephone number; (2) state that you "request exclusion from the Class"; (3) state the date(s), price(s), and amount(s) of ADRs that you purchased, sold, or otherwise acquired or disposed of during the period September 25, 2014 to November 30, 2015, inclusive; and (4) be signed by you or your representative. **YOUR EXCLUSION REQUEST MUST BE POSTMARKED NO LATER THAN JANUARY 15, 2019.** A request for exclusion shall not be valid and effective unless it provides all the information called for in this paragraph and is received within the time stated above, or is otherwise accepted by the Court.

No further opportunity to request exclusion will be given in this Litigation. If you choose to be excluded from the Class: (a) you are not entitled to share in the proceeds of the settlement described herein; (b) you are not bound by any judgment entered in the Litigation; and (c) you are not precluded by the settlement from otherwise prosecuting an individual claim against Defendants, to the extent any such claim exists, based on the matters complained of in the Litigation.

If you are requesting exclusion because you want to bring your own lawsuit based on the matters alleged in the Litigation, you may want to consult an attorney and discuss whether any individual claim that you may wish to pursue would be time-barred by the applicable statutes of limitations or repose.

BHP has the right to terminate the settlement if valid requests for exclusion are received from persons and entities entitled to be Class Members in an amount that exceeds an amount agreed to by Plaintiffs and BHP.

XI. THE RIGHTS OF CLASS MEMBERS WHO WISH TO PARTICIPATE IN THE SETTLEMENT OR WHO TAKE NO ACTION

If you are a Class Member and have not elected to request exclusion, you have the following options:

1. You may submit a Proof of Claim as described below. If you choose this option, you will share in the proceeds of the proposed settlement if your claim is timely, valid, and entitled to a distribution under the Plan of Allocation described below and if the proposed settlement is finally approved by the Court; and you will be bound by the Judgment and release to be entered by the Court as described below.

2. You may do nothing at all. If you choose this option, you will not share in the proceeds of the settlement, but you will be bound by any judgment entered by the Court, and you will have fully released all of the Released Claims against the Released Persons.

3. You may object to the settlement, the Plan of Allocation, and/or the application for attorneys' fees and expenses in the manner described in Section XVII below.

Under Section 21(D)(e) of the Exchange Act, "in any private action arising under this Act in which the plaintiff seeks to establish damages by reference to the market price paid or received, the award of damages to the plaintiff shall not exceed the difference between the purchase price paid or received, as appropriate, by the plaintiff security and the mean trading price established during the period beginning on the date on which the information concerning the misstatement or omission that is the basis for the action is disseminated to the market". Consistent with the requirements of the statute, Recognized Loss Amounts are reduced to an appropriate extent by taking into account the closing price of ADRs of BHP Billiton Limited during the 90-day look-back period shown in Table-2, as shown in Table-3.

As explained in footnote 2 above, Recognized Loss Amounts are reduced to an appropriate extent by taking into account the closing price of ADRs of BHP Billiton Limited during the 90-day look-back period. The mean (average) closing price for these ADRs during this 90-day look-back period was \$21.34, as shown in Table-4.

(d) Held as of the close of trading on February 26, 2016, or sold thereafter, the claim per ADR shall be the lesser of: (i) the decline in inflation per ADR shown in Table-2; and (ii) the difference between the purchase price paid or received, as appropriate, by the plaintiff security and the mean trading price and \$21.34 per ADR.

(c) Retained at the end of November 30, 2015 and sold before the close of trading on February 26, 2016, the claim per ADR shall be the lesser of: (i) the decline in inflation per ADR shown in Table-2; and (ii) the difference between the purchase price and the average closing up to the date of sale as set forth in Table-4 below.

(b) Sold in a subsequent period, the Recognized Loss Amount per ADR is the lesser of: (i) the decline in inflation per ADR shown in Table-2; or (ii) the purchase price per ADR less the sales price per ADR.

(a) Sold within the same period, the Recognized Loss Amount per ADR is zero.

3. Thirty-six percent (36%) of the Net Settlement Fund shall be allocated to ADRs of BHP Billiton plc purchased or otherwise acquired during any of the periods shown below in Table-2, and claims for such shares shall be calculated as follows:

(d) Held as of the close of trading on February 26, 2016, or sold thereafter, the claim per ADR shall be the lesser of: (i) the decline in inflation per ADR shown in Table-1; and (ii) the difference between the purchase price and the average closing price up to the date of sale as set forth in Table-3 below.

(c) Retained at the end of November 30, 2015 and sold before the close of trading on February 26, 2016, the claim per ADR shall be the lesser of: (i) the decline in inflation per ADR shown in Table-1; and (ii) the difference between the purchase price and the average closing price up to the date of sale as set forth in Table-3 below.

(b) Sold in a subsequent period, the Recognized Loss Amount per ADR less the sales price per ADR.

(a) Sold within the same period, the Recognized Loss Amount per ADR is zero.

2. Sixty-four percent (64%) of the Net Settlement Fund shall be allocated to ADRs of BHP Billiton Limited purchased or otherwise acquired during any of the periods shown below in Table-1, and claims for such shares shall be calculated as follows:

1. Based on the formulas stated below, a "Recognized Loss Amount" will be calculated for each purchase acquisition of the ADRs during the Class Period that is listed on the Root of Claim and for which adequate documentation is provided. If a Recognized Loss Amount calculates to a negative number or zero under the formula below, that is provided. A Recognized Loss Amount will be zero.

A claim will be calculated as follows:

The calculation of claims below is not an estimate of the amount you will receive. It is a formula for allocating the Net Settlement Fund among all Authorized Claimants.

In the unlikely event there are sufficient funds in the Net Settlement Fund, each Authorized Claimant will receive an amount equal to the Authorized Claimant's claim, as defined below. If, however, and as is more likely, the amount in the Net Settlement Fund is not sufficient to permit payment of the total claim of each Authorized Claimant, then each Authorized Claimant shall be paid the percentage of the Net Settlement Fund that each Authorized Claimant's claim bears to the total of the claims of all Authorized Claimants.

Settlement Fund will be distributed to Class Members who are entitled to a distribution from the Net Settlement Fund and who submitted a valid and timely Proof of Claim under the Plan of Allocation described below.

The Net Settlement Fund will be distributed to Class Members who are entitled to a distribution from the Net Settlement Fund and who submitted a valid and timely Proof of Claim under the Plan of Allocation described below.

XII. PLAN OF ALLOCATION

4. If you are a Class Member, you may, but are not required to, enter an appearance through counsel of your own choosing and at your own expense, provided that such counsel must file an appearance on your behalf on or before January 15, 2019, and must serve copies of such appearance on the attorneyies listed in Section XVII below. If you do not enter an appearance through counsel of your own choosing, you will be represented by Lead Counsel: Robbins Geller Rudman & Dowd LLP, Joseph Russell, 58 South Service Road, Suite 200, Melville, NY 11747.

No distributions will be made to Authorized Claimants who would otherwise receive a distribution of less than \$10.00.

The Court has reserved jurisdiction over an appeal by any Class Member of the Claims Administrator's determinations regarding a Class Member's claim or to allow, disallow, or adjust the claim of any Class Member on equitable grounds.

Payment pursuant to the Plan of Allocation set forth above shall be conclusive against all Authorized Claimants. Defendants, Defendants' Counsel, and all other Released Persons will have no responsibility or liability whatsoever for the investment of the Settlement Fund, the distribution of the Net Settlement Fund, the Plan of Allocation, or the payment of any claim. No Person shall have any claim against the Plaintiffs, Lead Counsel, any claims administrator, or other Person designated by Lead Counsel, or Defendants or Defendants' Counsel, based on distributions made substantially in accordance with the Stipulation and the settlement contained therein, the Plan of Allocation, or further orders of the Court.

XIII. PARTICIPATION IN THE SETTLEMENT

TO PARTICIPATE IN THE DISTRIBUTION OF THE NET SETTLEMENT FUND, YOU MUST TIMELY SUBMIT A PROOF OF CLAIM. A Proof of Claim is enclosed with this Notice or it may be downloaded at www.bhpsecuritieslitigation.com. Read the instructions carefully, fill out the Proof of Claim, include all the documents the form asks for, sign it, and mail or submit it online so that it is postmarked (if mailed) or received (if filed electronically) no later than April 2, 2019. The claim form may be submitted online at www.bhpsecuritieslitigation.com. Unless the Court orders otherwise, if you do not timely submit a valid Proof of Claim, you will be barred from receiving any payments from the Net Settlement Fund, but will in all other respects be bound by the provisions of the Stipulation and the Judgment.

XIV. DISMISSAL AND RELEASES

If the proposed settlement is approved, the Court will enter the Judgment. In addition, upon the Effective Date, Plaintiffs and each of the Class Members, for themselves and for any other Person claiming (now or in the future) through or on behalf of them, and regardless of whether any such Plaintiff or Class Member ever seeks or obtains by any means, including, without limitation, by submitting a Proof of Claim, any distribution from the Settlement Fund, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Persons, and shall be permanently barred and enjoined from instituting, commencing, prosecuting or continuing to prosecute any such Released Claim against the Released Persons except to enforce the releases and other terms and conditions contained in the Stipulation or the Judgment entered pursuant thereto.

XV. APPLICATION FOR FEES AND EXPENSES

At the Settlement Hearing, Lead Counsel will request the Court to award attorneys' fees not to exceed 30% of the Settlement Amount, plus expenses not to exceed \$500,000, plus interest thereon. In addition, the Plaintiffs may each seek the Court's approval for up to \$25,000 in expenses (including lost income) they incurred in representing the Class. Such sums as may be approved by the Court will be paid from the Settlement Fund. Class Members are not personally liable for any such fees or expenses.

The fee requested by Lead Counsel will compensate counsel for its efforts in achieving the settlement for the benefit of the Class, and for its risk in undertaking this representation on a wholly contingent basis. Lead Counsel believes that the fee requested is well within the range of fees awarded to plaintiffs' counsel under similar circumstances in other litigation of this type. The fee to be requested has been approved by the Plaintiffs.

XVI. CONDITIONS FOR SETTLEMENT

The settlement is conditioned upon the occurrence of certain events described in the Stipulation. Those events include, among other things: (1) entry of the Judgment by the Court, as provided for in the Stipulation; and (2) expiration of the time to appeal from the Judgment or to move to alter or amend the Judgment, or the determination of any such appeal or motion in a manner to permit the consummation of the settlement substantially as provided for in the Stipulation. If, for any reason, any one of the conditions described in the Stipulation is not met, the Stipulation might be terminated and, if terminated, will become null and void, and the parties to the Stipulation will be restored to their respective positions as of August 5, 2018. In that event, the settlement will not proceed and no payments will be made to Class Members.

XVII. THE RIGHT TO OBJECT AND BE HEARD AT THE HEARING

Any Class Member who does not request exclusion from the Class and who objects to any aspect of the settlement, the Plan of Allocation, or the application for attorneys' fees and expenses,⁴ may appear and be heard at the Settlement Hearing. However, any such Person must submit a written notice of objection, such that it is *received* on or before January 15, 2019, by each of the following:

⁴ Plaintiffs' submission in support of approval of this settlement, the Plan of Allocation, and the award of fees and expenses, will be filed no later than December 18, 2018.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In re BHP BILLITON LIMITED SECURITIES
LITIGATION

This Document Relates To:
ALL ACTIONS.

x Civil Action No. 1:16-cv-01445-NRB

: CLASS ACTION

X PROOF OF CLAIM AND RELEASE

I. GENERAL INSTRUCTIONS

1. It is important that you completely read and understand the Notice of Pendency of Class Action and Proposed Settlement (the "Notice") that accompanies this Proof of Claim and Release form ("Proof of Claim" or "Claim Form"), including the Plan of Allocation set forth in the Notice. The Notice describes the proposed settlement, how Class Members are affected by the settlement, and the manner in which the Net Settlement Fund will be distributed if the settlement and Plan of Allocation are approved by the Court. The Notice also contains the definitions of many of the defined terms (which are indicated by initial capital letters) used in this Claim Form. By signing and submitting this Claim Form, you will be certifying that you have read and that you understand the Notice, including the terms of the releases described therein and provided for herein.

2. This Claim Form is directed to all persons or entities who purchased or otherwise acquired an interest in American Depository Receipts ("ADRs") of BHP Billiton Limited and/or BHP Billiton plc (together, "BHP") from September 25, 2014 through November 30, 2015, inclusive (the "Class Period") (the "Class"). Certain persons and entities are excluded from the Class, as set forth on page 3, paragraph 7 of the Notice.

3. To recover as a Class Member based on your claims in the action entitled *In re BHP Billiton Limited Securities Litigation*, No. 1:16-cv-01445-NRB (the "Litigation"), you must complete and, on page 7 hereof, sign this Proof of Claim. If you fail to submit a timely and properly addressed (as set forth in paragraph 5 below) Proof of Claim, your claim may be rejected and you may not receive any recovery from the Net Settlement Fund created in connection with the proposed settlement.

4. Submission of this Proof of Claim, however, does not assure that you will share in the proceeds of the settlement of the Litigation. The distribution of the Net Settlement Fund will be governed by the Plan of Allocation set forth in the Notice, if it is approved by the Court, or by such other plan of allocation as the Court approves.

5. YOU MUST MAIL OR SUBMIT ONLINE AT WWW.BHPSECURITIESLITIGATION.COM YOUR COMPLETED AND SIGNED PROOF OF CLAIM, ACCOMPANIED BY COPIES OF THE DOCUMENTS REQUESTED HEREIN, POSTMARKED (IF MAILED) OR RECEIVED (IF FILED ELECTRONICALLY) NO LATER THAN APRIL 2, 2019. IF MAILED, THE COMPLETED AND SIGNED PROOF OF CLAIM MUST BE SENT TO:

BHP Securities Litigation
Claims Administrator
c/o GILARDI & CO. LLC
P.O. Box 404090
Louisville, KY 40233-4090

Do not mail or deliver your Claim Form to the Court, the parties to the Litigation, or their counsel. Submit your Claim Form only to the Claims Administrator at the address set forth above. If you are NOT a Class Member, as defined in the Notice, DO NOT submit a Proof of Claim.

6. If you are a Class Member and you have not timely requested exclusion in connection with the proposed settlement, you are bound by the terms of any judgment entered in the Litigation, including the releases provided therein, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM.

II. CLAIMANT IDENTIFICATION

If you purchased or otherwise acquired an interest in the ADRs of BHP Billiton Limited (which trade on the New York Stock Exchange under the ticker symbol "BHP") and/or BHP Billiton plc (which trade on the New York Stock Exchange under the ticker symbol "BBL") and held them in your name, you are the beneficial purchaser or acquirer as well as the record purchaser or acquirer. If, however, you purchased or acquired ADRs and they were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial purchaser or acquirer and the third party is the record purchaser or acquirer.

Use Part I of this form entitled "Claimant Identification" to identify each purchaser or acquirer of record ("nominee"), different from the beneficial purchaser or acquirer of the ADRs that form the basis of this claim. THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER(S) OR ACQUIRER(S) OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER(S).





NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request, to submit information regarding their transactions in electronic files. All claimants MUST submit a manually signed paper Proof of Claim whether or not they also submit electronic copies. If you wish to file your claim electronically, you must contact Claims Administrator at edat@gilardi.com to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the claimant a written acknowledgement of receipt and acceptance of electronically submitted data.

Copies of broker confirmations or other documentation of your transactions in ADRs should be attached to your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

The date of covering a "short sale" is deemed to be the date of purchase of ADRs. The date of a "short sale" is deemed to be the date of sale of ADRs.

List each transaction separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list.

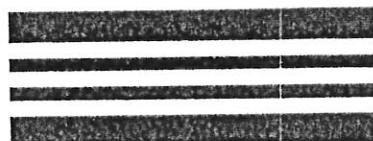
On the schedules, provide all of the requested information with respect to all of your purchases or acquisitions of ADRs which took place during the period between September 25, 2014 and November 30, 2015, inclusive, and all of your sales of ADRs between September 25, 2014 and February 26, 2016, inclusive, whether or not such transactions resulted in a profit or a loss. You must also provide all of the requested information with respect to all of the shares of ADRs you held at the end of trading on September 25, 2014 and the close of trading on February 26, 2016. Failure to report all such transactions or holdings may result in the rejection of your claim.

Use Part II of this form entitled "Schedule of Transactions in ADRs of BHP Billiton Limited and/or BHP Billiton Plc" to supply all required details of your transactions(s) in any of the ADRs. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

All joint purchasers and acquirers must sign this claim. Executors, administrators, guardians, conservators, and trustees must complete and sign this claim on behalf of persons represented by them and their authority must accompany this claim and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficiary or owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

OR ACQUIRER(S) OF THE ADRs UPON WHICH THIS CLAIM IS BASED.

Official
Office
Use
Only



Must Be Postmarked (if Mailed) or
Received (if Filed Electronically)
No Later Than April 2, 2019

BPB

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In re BHP Billiton Limited Securities Litigation

Civil Action No. 1:16-cv-01445-NRB

PROOF OF CLAIM AND RELEASE

Please Type or Print in the Boxes Below
Do NOT use Red Ink, Pencil, or Staples

PART I: CLAIMANT IDENTIFICATION

Last Name

M.I. First Name

Last Name (Co-Beneficial Owner)

M.I. First Name (Co-Beneficial Owner)

IRA Joint Tenancy Employee Individual
Company Name (Beneficial Owner - If Claimant is not an Individual) or Custodian Name if an IRA

Other _____
(specify)

Trustee/Asset Manager/Nominee/Record Owner's Name (If Different from Beneficial Owner Listed Above)

Account#/Fund# (Not Necessary for Individual Filers)

Last Four Digits of Social Security Number

Taxpayer Identification Number

or

Telephone Number (Primary Daytime)

Telephone Number (Alternate)

Email Address

MAILING INFORMATION

Address

Address

City

State

Zip Code

Foreign Province

Foreign Postal Code

Foreign Country Name/Abbreviation

FOR CLAIMS PROCESSING ONLY	OB	CB	ATP KE ICI	BE DR EM	FL ME ND	OP RE SI	/	/	FOR CLAIMS PROCESSING ONLY
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YOU MUST READ AND SIGN THE RELEASE ON PAGE 7. FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.
 If you require additional space, attach extra schedules in the same format as above.
 Sign and print your name on each additional page.

Company:

Merger Shares:

BHP Billiton plc, ticker symbol "BBL"

Company:

Merger Shares:

BHP Billiton Limited, ticker symbol "BHP"

(ii) If you received shares through an acquisition or merger, please identify the date, the share amount and the company acquired:
 IMPORATANT: (i) If any purchase listed covered a "short sale", please mark Yes: Yes

M	M	D	D	Y	Y	Y	Y	Y	Y	N	
4.	/	/	/								
3.	/	/	/								
2.	/	/	/								
1.	/	/	/								

BHP Billiton plc (ticker symbol "BBL")

M	M	D	D	Y	Y	Y	Y	Y	Y	N	
4.	/	/	/								
3.	/	/	/								
2.	/	/	/								
1.	/	/	/								

BHP Billiton Limited (ticker symbol "BHP")

A.	Number of shares of ADRs held at the opening of trading on September 25, 2014 – November 30, 2015, inclusive) (list for each of BHP Billiton Limited and BHP Billiton plc, as applicable):	BHP Billiton plc, as applicable)	BHP Billiton plc, ticker symbol "BHP"	Proof Enclosed?	Y	N
B.	Purchases/Acquisitions of ADRs (September 25, 2014 – November 30, 2015, inclusive) (list for each of BHP Billiton Limited and BHP Billiton plc, as applicable):					
C.	Number of shares of ADRs held at the opening of trading on September 25, 2014 (list for each of BHP Billiton Limited and BHP Billiton plc, as applicable):					

PART II. SCHEDULE OF TRANSACTIONS IN ADRS OF BHP BILLITON LIMITED AND/OR BHP BILLITON plc

C. Sales of ADRs (September 25, 2014 – February 26, 2016, inclusive):

BHP Billiton Limited (ticker symbol "BHP")

	M	M	D	D	Y	Y	Y	Y	Total Sales Price (Excluding Commissions, Taxes and Fees). Please round off to the nearest whole dollar	Proof of Sales Enclosed?
1.	/		/						\$. 00	Y N
2.	/		/						\$. 00	Y N
3.	/		/						\$. 00	Y N
4.	/		/						\$. 00	Y N

BHP Billiton plc (ticker symbol "BBL")

	M	M	D	D	Y	Y	Y	Y	Total Sales Price (Excluding Commissions, Taxes and Fees). Please round off to the nearest whole dollar	Proof of Sales Enclosed?
1.	/		/						\$. 00	Y N
2.	/		/						\$. 00	Y N
3.	/		/						\$. 00	Y N
4.	/		/						\$. 00	Y N

D. Number of shares of ADRs *held* at the close of trading on February 26, 2016 (list for each of BHP Billiton Limited and BHP Billiton plc, as applicable):

BHP Billiton Limited, ticker symbol "BHP"

Proof Enclosed?
Y N

BHP Billiton plc, ticker symbol "BBL"

Proof Enclosed?
Y N

If you require additional space, attach extra schedules in the same format as above.
Sign and print your name on each additional page.

**YOU MUST READ AND SIGN THE RELEASE ON PAGE 7. FAILURE TO SIGN THE RELEASE MAY
RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.**

IV. RELEASE

1. I (We) hereby acknowledge that, pursuant to the terms set forth in the Stipulation, without further action by anyone upon the Effective Date of the settlement, I (we), on behalf of myself (ourselves) and my (our) heirs, executors, administrators, predecessors, successors, assigns, parents, subsidiaries, affiliates, officers, directors, agents, fiduciaries, beneficiaries or legal representatives, in their capacities as such, and any other person or entity legally entitled to bring Released Claims on my (our) behalf, in that capacity, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Claim (including Unknown Claims) against the Released Persons, and shall forever be barred and enjoined from bringing any action asserting any of the Released Claims against any and all of the Released Persons.

2. "Released Persons" is defined as each and all of the Defendants and their Related Parties. "Related Parties" means each of a Defendant's respective present and former parents, subsidiaries, joint ventures (including, for the avoidance of doubt, Samarco Mineração, S.A.), divisions and affiliates and the respective present and former employees, members, partners, principals





3. "Released Claims" means any and all claims, debts, demands, rights or causes of action or liabilities of every nature and description (including, but not limited to, any claims for damages, interests, attorney's fees, expert or consulting fees, and any other costs, expenses or liability whatsoever), whether known or unknown Claims, whether arising under federal, state, local, foreign, or common law, or any other law, rule or regulation, at law or in equity, matured or unmatured, whether asserted or unasserted, accrued or unaccrued, liquidated or unliquidated, or relating to both: (i) the allegations, circumstances, events, transactions, agreements, or representations or omissions involved in, set forth, or referred to in the Litigation, and (ii) the purchase or acquisition of ADRs during the Class Period. For the avoidance of doubt, Released Claims does not include, nor is it intended to include, the claims asserted in: (a) Banco Safra S.A. - Cayman Islands Branch v. Samarcia Mineracao S.A., No. 1:16-cv-8800-RMB (S.D.N.Y.), which may be asserted in: (b) Impiombaro v. BHP Billiton Limited, VID649/2018 (Vt. Registry - Fed. Ct. of Austral), or (c) any other cases, consolidated into any of the foregoing actions or otherwise, to the extent that the claims asserted in the matter set forth in (a)-(c) do not arise out of or relate to the purchase or acquisition of ADRs during the Class Period, or an interest therein during the Class Period. Released Claims does not include any claims to the enforcement of ADRs or an interest in any class action or entity who or which submits a request for exclusion from the Settlement or seek exclusion from the Class. With respect to any and all Released Claims, the Settlement Parties stipulate and agree that, upon the Effective Date, Plaintiffs shall expressly waive those which he, she or it now knows or believes to be true with respect to any and all Released Claims, but Plaintiffs shall expressly settle and release each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the judgment shall have, fully, finally, and forever settled and released to the subject matter of the Released Claims, but Plaintiffs shall expressly settle and release each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the judgment shall have, fully, finally, and forever settled and released to the plaintiff recoverable or equitable relief available to Plaintiff under California Civil Code §1542. Plaintiffs and Class Members shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the U.S., or principle of common law, which is similar, comparable or equivalent to California Civil Code §1542. Plaintiffs and Class Members shall expressly waive and each of the Class Members shall be deemed to have, and by operation of the judgment affect his or her settlement with the debtor.
4. "Unknown Claims" means any Released Claims which Plaintiff does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially provided:
- A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her right to sue for damages resulting from the conduct of the debtor.
5. This release shall be of no force or effect unless and until the Court approves the Stipulation and the stipulation becomes effective on the Effective Date.
- By signing and submitting this Claim Form, the claimant(s) or the person(s) who represents(s) the claimant(s) agree(s) to the release above and submit this Claim Form, the claimant(s) or the person(s) who represents(s) the claimant(s) agree(s) to the terms of the Notice.
1. I (we) have read and understand the contents of the Notice and this Claim Form, including the releases that I (we) own(ed) the ADRs identified in the Claim Form and have not assigned or transferred or purposed to assign or transfer, voluntarily or involuntarily, any matter pursuant to this Release, (we) have the authority to act on behalf of the portion thereof, and that, in signing and submitting this Claim Form, (we) have the authority to act on behalf of the assignee or transferee, and that I (we) own(ed) the ADRs identified in the Claim Form and have not submitted a request for exclusion from the Class as set forth in the Notice.
2. That the claimant(s) is (are) Class Member(s), as defined in the Notice, and is (are) not excluded by definition from the Class without regard to the subsequent discovery of such additional facts. Plaintiff's acknowledgement waiver was separately bargained for and a key element of the settlement of which this release is a part.
3. That the claimant(s) has(have) not submitted a request for exclusion from the Class;
4. That I (we) own(ed) the ADRs identified in the Claim Form and have not assigned or transferred or purposed to assign or transfer, voluntarily or involuntarily, any matter pursuant to this Release, (we) have the authority to act on behalf of the assignee or transferee, and that I (we) own(ed) the ADRs identified in the Claim Form and have not submitted a request for exclusion from the Class as set forth in the Notice.

V. CERTIFICATIONS

By signing and submitting this Claim Form, the claimant(s) or the person(s) who represents(s) the claimant(s) agree(s) to the release above and certify(s) as follows:

1. I (we) have read and understand the contents of the Notice and this Claim Form, including the releases that I (we) own(ed) the ADRs identified in the Claim Form and have not assigned or transferred or purposed to assign or transfer, voluntarily or involuntarily, any matter pursuant to this Release, (we) have the authority to act on behalf of the assignee or transferee, and that I (we) own(ed) the ADRs identified in the Claim Form and have not submitted a request for exclusion from the Class as set forth in the Notice.

2. That the claimant(s) is (are) Class Member(s), as defined in the Notice, and is (are) not excluded by definition from the Class without regard to the subsequent discovery of such additional facts. Plaintiff's acknowledgement waiver was separately bargained for and a key element of the settlement of which this release is a part.

3. That the claimant(s) has(have) not submitted a request for exclusion from the Class;

4. That I (we) own(ed) the ADRs identified in the Claim Form and have not assigned or transferred or purposed to assign or transfer, voluntarily or involuntarily, any matter pursuant to this Release, (we) have the authority to act on behalf of the assignee or transferee, and that I (we) own(ed) the ADRs identified in the Claim Form and have not submitted a request for exclusion from the Class as set forth in the Notice.

5. that the claimant(s) has (have) not submitted any other claim covering the same purchases or acquisition of ADRs and knows (know) of no other person having done so on the claimant's (claimants') behalf;
6. that the claimant(s) submit(s) to the jurisdiction of the Court with respect to the claimant's (claimants') claim and for purposes of enforcing the releases set forth herein;
7. that I (we) agree to furnish such additional information with respect to this Claim Form as Lead Counsel, the Claims Administrator, or the Court may require;
8. that I (we) acknowledge that the claimant(s) will be bound by and subject to the terms of any judgment(s) that may be entered in the Litigation; and
9. that I (we) hereby warrant and represent that I (we) have included the information requested about all of my (our) transactions in ADRs which are the subject of this claim, which occurred during the Class Period as well as the opening and closing positions in such securities held by me (us) on the dates requested in this Claim Form.

I declare under penalty of perjury under the laws of the United States of America that all of the foregoing information supplied on this Proof of Claim by the undersigned is true and correct.

Executed this _____ day of _____ in _____
 (Month/Year) _____ (City/State/Country)

(Sign your name here)

(Sign your name here)

(Type or print your name here)

(Type or print your name here)

(Capacity of person(s) signing, e.g.,
 Beneficial Purchaser or Acquirer, Executor or Administrator)

(Capacity of person(s) signing, e.g.,
 Beneficial Purchaser or Acquirer, Executor or Administrator)

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.
 THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Please sign the above release and declaration.
2. If this claim is being made on behalf of Joint Claimants, then both must sign.
3. Remember to attach copies of supporting documentation, if available.
4. **Do not send** originals of certificates.
5. Keep a copy of your Proof of Claim and all supporting documentation for your records.
6. If you desire an acknowledgment of receipt of your Proof of Claim please send it Certified Mail, Return Receipt Requested.
7. If you move, please send your new address to the address below.
8. **Do not use red pen or highlighter** on the Proof of Claim or supporting documentation.

**THIS PROOF OF CLAIM MUST BE SUBMITTED ONLINE AT WWW.BHPSECURITIESLITIGATION.COM OR, IF MAILED,
 POSTMARKED NO LATER THAN APRIL 2, 2019, ADDRESSED AS FOLLOWS:**

BHP Securities Litigation
 Claims Administrator
 c/o GILARDI & CO. LLC
 P.O. Box 404090
 Louisville, KY 40233-4090





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