

COMPANIES AND INTELLECTUAL PROPERTY COMMISSION REPUBLIC OF SOUTH AFRICA

Form CoR 14.3 - Registration Certificate

Issue date: 19/01/2015
Print date: 19/01/2015
Customer code: CMFORM
Tracking number: 111062106

Concerning:

SA CORPORATE REAL ESTATE Ltd 2015/015578/06

The above company has been registered in terms of section 14 of the Companies Act, 2008.

In accordance with the Notice of Incorporation, the registration of the company takes effect on 19/01/2015.

In conjunction with this certificate, the Commission has not issued another notice contemplated in section 12 (3).

Astrid Ludin

Commissioner: CIPC

CSA CSA

About this Notice

This Notice is issued in terms of section 14 of the Companies Act, 2008, and Regulation 14 of the Companies Regulations, 2011.

If the Commission has altered the name of the company, in terms of section 14 (2) (b), the company may file an amended Notice of Incorporation to change the name.

If the Commission has issued a Notice of a Potentially Contested Name in conjunction with the Certificate, the company must serve that Notice on each person identified in the Notice, and any such person has the right to challenge the use of the name, by the company.

The Companies and Intellectual Property Commission of South Africa

P.O. Box 429, Pretoria, 0001, Republic of South Africa

Docex 256, Pretoria

Contact centre 086 100 2472

www.cipc.co.za



**THE COMPANIES ACT, NO. 71 OF 2008
(AS AMENDED)**

MEMORANDUM OF INCORPORATION


of

SA CORPORATE REAL ESTATE LIMITED

A PUBLIC COMPANY

Adoption of Memorandum of Incorporation

This Memorandum of Incorporation was adopted by the Company, in accordance with section 13 (1) of the Act, as evidenced by the following signature made by or on behalf of each of them.

Name and address	Identity Number or Registration Number	Signature	Date
SA CORPORATE REAL ESTATE FUND MANAGERS LTD South Wing, First Floor, Block A, The Forum North Bank Lane Century City 7441	1994/009895/06		30/12/2014

**THE COMPANIES ACT, NO. 71 OF 2008
(AS AMENDED)**

MEMORANDUM OF INCORPORATION

OF

SA CORPORATE REAL ESTATE LIMITED

A PUBLIC COMPANY

REGISTRATION NUMBER: _____

REGISTRATION DATE: _____

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1 INTERPRETATION

- 1.1 In this Memorandum of Incorporation, unless the context clearly indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings –
- 1.1.1 "**Act**" means the Companies Act, No. 71 of 2008, as amended, consolidated or re-enacted from time to time, and includes all schedules to such Act and the Regulations;
- 1.1.2 "**Board**" means the board of Directors from time to time of the Company;
- 1.1.3 "**Certificated Securities**" means Securities issued by the Company that are not Uncertificated Securities;
- 1.1.4 "**Central Securities Depository**" has the meaning as defined in the Financial Markets Act;
- 1.1.5 "**Commission**" means the Companies and Intellectual Property Commission established by section 185 of the Act;
- 1.1.6 "**Company**" means SA Corporate Real Estate Limited, Registration Number _____, duly incorporated under the registration number endorsed thereon;
- 1.1.7 "**Director**" means a member of the board of the Company as contemplated in section 66 of the Act, or an alternate director, and includes any person occupying the position of a director or alternate director, by whatever name designated;
- 1.1.8 "**Electronic Communication**" has the meaning set out in section 1 of the Electronic Communications and Transactions Act, No 25 of 2002;
- 1.1.9 "**Equity Securities**" shall have the meaning ascribed thereto in the JSE Listings Requirements;
- 1.1.10 "**File**" or "**Filed**" when used as a verb, means to deliver a document to the Commission in the manner and form, if any, prescribed for that document;
- 1.1.11 "**Financial Markets Act**" means the Financial Markets Act, No. 19 of 2012, including any amendment, consolidation or re-enactment thereof;

- 1.1.12 **"IFRS"** means International Financial Reporting Standards, as adopted from time to time by the International Accounting Standards Board;
- 1.1.13 **"JSE"** means the exchange, licensed under the Financial Markets Act, operated by JSE Limited (Registration number 2005/022939/06), a public company duly incorporated in the Republic;
- 1.1.14 **"JSE Listings Requirements"** means the Listings Requirements of the JSE applicable from time to time;
- 1.1.15 **"Participant"** has the meaning as defined in the Financial Markets Act;
- 1.1.16 **"Prescribed Officer"** means a person who, within the Company, performs any function that has been designated by the Minister in terms of section 66(10) of the Act, as defined in the Act;
- 1.1.17 **"Regulations"** means the regulations published in terms of the Act from time to time;
- 1.1.18 **"Republic"** means the Republic of South Africa;
- 1.1.19 **"Securities"** means:
- 1.1.19.1 any shares, notes, bonds, debentures or other instruments, irrespective of their form or title, issued, or authorised to be issued, by the Company; or
- 1.1.19.2 anything falling within the meaning of "securities" as defined in the Financial Markets Act, and includes shares held in a private company;
- 1.1.20 **"Securities Register"** means the register of issued Securities of the Company required to be established in terms of section 50(1) of the Act and referred to in clause 9 hereof, which for the avoidance of doubt includes the Uncertificated Securities Register;
- 1.1.21 **"SENS"** means the Stock Exchange News Service established and operated by the Issuer Regulation Division of the JSE;
- 1.1.22 **"Share"** means an ordinary share of no par value in the share capital of the Company, having the rights and privileges set out in clause 8;
- 1.1.23 **"Shareholder"** means the holder of a Share who is entered as such in the Securities Register, subject to the provisions of section 57 of the Act;

- 1.1.24 **"Solvency and Liquidity Test"** has the meaning attributed thereto in section 4 of the Act;
- 1.1.25 **"Uncertificated Securities"** means any "securities" defined as such in the Financial Markets Act; and
- 1.1.26 **"Uncertificated Securities Register"** means the record of Uncertificated Securities administered and maintained by a Participant or Central Securities Depository, as determined in accordance with the rules of the Central Securities Depository.
- 1.2 In this Memorandum of Incorporation, unless the context clearly indicates otherwise –
 - 1.2.1 words and expressions defined in the Act and which are not defined herein shall have the meanings given to them in the Act;
 - 1.2.2 a reference to a section by number refers to the corresponding section of the Act notwithstanding the renumbering of such section after the date on which the Company is incorporated;
 - 1.2.3 a reference to a clause by number refers to a corresponding provision of this Memorandum of Incorporation;
 - 1.2.4 in any instance where there is a conflict between a provision (be it expressed, implied or tacit) of this Memorandum of Incorporation and –
 - 1.2.4.1 a provision of any shareholders agreement, the provision of this Memorandum of Incorporation shall prevail to the extent of the conflict;
 - 1.2.4.2 an alterable or elective provision of the Act, the provision of this Memorandum of Incorporation shall prevail to the extent of the conflict; and
 - 1.2.4.3 an unalterable or non-elective provision of the Act, shall prevail to the extent of the conflict unless the Memorandum of Incorporation imposes on the Company a higher standard, greater restriction, longer period of time or similarly more onerous requirement, in which event the relevant provision of this Memorandum of Incorporation shall prevail to the extent of the conflict;
 - 1.2.5 clause headings are for convenience only and are not to be used in its interpretation;

- 1.2.6 an expression which denotes -
 - 1.2.6.1 any gender includes the other genders;
 - 1.2.6.2 a natural person includes a juristic person and *vice versa*; and
 - 1.2.6.3 the singular includes the plural and *vice versa*;
- 1.2.7 if the due date for performance of any obligation in terms of this Memorandum of Incorporation is a day which is not a business day then (unless otherwise stipulated), the due date for performance of the relevant obligation shall be the immediately succeeding business day;
- 1.2.8 any words or expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this Memorandum of Incorporation;
- 1.2.9 any reference to a notice shall be construed as a reference to a written notice, and shall include a notice which is transmitted electronically in a manner and form permitted in terms of the Act and/or the Regulations.
- 1.3 Any reference in this Memorandum of Incorporation to –
 - 1.3.1 "**days**" shall be construed as calendar days unless qualified by the word "business", in which instance a "business day" will be any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic from time to time;
 - 1.3.2 "**law**" means any law of general application and includes the common law and any statute, constitution, decree, treaty, regulation, directive, ordinance, by-law, order or any other enactment of legislative measure of government (including local and provincial government) statutory or regulatory body which has the force of law and a reference to any statutory enactment shall be construed as a reference to that enactment as amended or substituted from time to time;
 - 1.3.3 "**person**" means any natural person, company, close corporation, trust, partnership or other entity whether or not having separate legal personality; and

- 1.3.4 **"writing"** means legible writing and in English and includes printing, typewriting, lithography or any other mechanical process, as well as any electronic communication in a manner and a form such that it can conveniently be printed by the recipient within a reasonable time and at a reasonable cost.
- 1.4 The words **"include"** and **"including"** mean "include without limitation" and "including without limitation". The use of the words **"include"** and **"including"** followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.
- 1.5 Unless otherwise provided, defined terms appearing in this Memorandum of Incorporation in title case shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning.
- 1.6 Where a particular number of business days is provided for between the happening of one event and another, the number of days must be calculated by excluding the day on which the first event occurs and including the day on which or by which the second event is to occur.
- 1.7 Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.
- 1.8 Any reference herein to **"this Memorandum of Incorporation"** shall be construed as a reference to this Memorandum of Incorporation as amended from time to time.

2 JURISTIC PERSONALITY

- 2.1 The Company is incorporated in accordance with and governed by –
- 2.1.1 the unalterable provisions of the Act, subject only to such higher standards, greater restrictions, longer periods of time or similarly more onerous requirements as may be imposed on the Company by this Memorandum of Incorporation in relation to such unalterable provisions;
- 2.1.2 the alterable provisions of the Act, subject to the limitations, extensions, variations or substitutions set out in this Memorandum of Incorporation; and
- 2.1.3 the other provisions of this Memorandum of Incorporation.

3 LIMITATION OF LIABILITY

No person shall, solely by reason of being an incorporator, Shareholder or Director of the Company, be liable for any liabilities or obligations of the Company.

4 POWERS OF THE COMPANY

4.1 The Company has all of the legal powers and capacity contemplated in the Act, and no provision contained in this Memorandum of Incorporation should be interpreted or construed as negating, limiting, or restricting those powers in any way whatsoever.

4.2 The legal powers and capacity of the Company are not subject to any restrictions, limitations or qualifications, as contemplated in section 19(1)(b)(ii) of the Act.

5 ACQUISITION AND CESSATION OF RIGHTS

A person -

5.1 acquires the rights associated with any particular Securities of the Company when that person's name is entered in the Company's Securities Register as a person to whom those Securities have been issued or transferred; and

5.2 ceases to have the rights associated with any particular Securities of the Company when the transfer to another person or the re-acquisition by the Company or surrender to the Company of those Securities has been entered in the Company's Securities Register.

6 RESTRICTIVE CONDITIONS

This Memorandum of Incorporation does not contain any restrictive conditions applicable to the Company as contemplated in section 15(2)(b) or (c) of the Act.

7 ISSUE OF SHARES AND VARIATION OF RIGHTS

7.1 The Company is authorised to issue Shares as set out in clause 8.

7.2 The Board may, subject to section 41 of the Act and clause 7.6, and with the prior approval of the Shareholders, resolve to issue Shares of the Company at any time, but only within the classes and to the extent that those Shares have been authorised by or in terms of this Memorandum of Incorporation.

- 7.3 Notwithstanding anything to the contrary in this Memorandum of Incorporation, unissued Equity Securities shall be offered to existing holders of Equity Securities, *pro rata* to their holding of the Equity Securities, unless such Equity Securities are to be issued for an acquisition of assets. Notwithstanding the foregoing, the ordinary Shareholders in a general meeting may authorise the Directors to issue unissued Securities and/or grant options to subscribe for unissued Securities as the Directors in their discretion think fit, provided that such corporate action/s has/have been approved by the JSE and are subject to the JSE Listings Requirements. [LR10.1]
- 7.4 The Board shall not have the power to --
- 7.4.1 create any class of Shares; [10.5(d)(i)]
 - 7.4.2 increase or decrease the number of authorised Shares of any class of the Company's Shares; [10.5(d)(iv)]
 - 7.4.3 consolidate and reduce the number of the Company's issued and authorised Shares of any class; [10.5(d)(v)]
 - 7.4.4 subdivide its Shares of any class by increasing the number of its issued and authorised Shares of that class without an increase of its capital; [10.5(d)(vi)]
 - 7.4.5 convert one class of Shares into one or more other classes, save where a right of conversion attaches to the class of Shares created; [10.5(d)(iii)]
 - 7.4.6 reclassify any classified Shares that have been authorised but not issued;
 - 7.4.7 classify any unclassified Shares that have been authorised but not issued; or
 - 7.4.8 vary any preferences, rights, limitations or other share terms attaching to any class of shares; [10.5(d)(ii)]
- and such powers shall only be capable of being exercised by the Shareholders by way of a special resolution of the Shareholders and an amendment to the Memorandum of Incorporation. [LR10.5(d)]
- 7.5 Each Share issued by the Company has associated with it an irrevocable right of the Shareholder to vote on any proposal to amend the preferences, rights, limitations and other terms associated with that Share. The variation of any preferences, rights, limitations and other terms associated with any class of Shares as set out in this Memorandum of Incorporation may be enacted only by an amendment of this Memorandum of Incorporation approved by special

resolution of the ordinary Shareholders. If any amendment of the Memorandum of Incorporation relates to the variation of any preferences, rights, limitation and other Share terms attaching to any other class of Shares already in issue, that amendment must not be implemented without a special resolution, taken by the holders of Shares in that class at a separate meeting. In such instances, the holders of such Shares will be allowed to vote at the meeting of ordinary Shareholders subject to clause 21.2. No resolution of Shareholders of the company shall be proposed or passed, unless a special resolution of the holders of the Shares in that class approve the amendment.

- 7.6 The authorisation and classification of Shares, the creation of any class of Shares, the conversion of one class of Shares into one or more other classes, the consolidation of Securities, the sub-division of Securities, the change of the name of the Company, the increase of the number of Securities, and, subject to clause 7.5, the variation of any preferences, rights, limitations and other terms associated with each class of Shares as set out in this Memorandum of Incorporation may be changed only by an amendment of this Memorandum of Incorporation by special resolution of the ordinary Shareholders and in accordance with the JSE Listings Requirements, to the extent required, save if such an amendment is ordered by a court in terms of section s 16(1)(a) and 16(4) of the Act. [10.5(d)(vii)]
- 7.7 No Shares may be authorised in respect of which the preferences, rights, limitations or any other terms of any class of Shares may be varied and no such resolution may be proposed to Shareholders for rights to include such variation in response to any objectively ascertainable external fact or facts as provided for in sections 37(6) and 37(7). [10.5(g)]
- 7.8 The Company may only issue Shares which are fully paid up and freely transferable and only within the classes and to the extent that those Shares have been authorised by or in terms of this Memorandum of Incorporation. [LR10.2(a)]
- 7.9 The Board may, subject to clause 7.14 and the further provisions of this clause 7.9, resolve to issue Shares of the Company at any time, but –
- 7.9.1 only within the classes and to the extent that those Shares have been authorised by or in terms of this Memorandum of Incorporation; and [LR10.1]
- 7.9.2 only to the extent that such issue has been approved by the Shareholders in general meeting, either by way of a general authority (which may be either conditional or unconditional) to issue Shares in its discretion or a specific authority in respect of any particular issue of Shares, in accordance with the JSE Listings Requirements, provided that, if such approval is in the form of a general authority to the Directors, it shall be valid only until the next annual general meeting of the Company or for 15 months from the date of the

ordinary resolution, whichever is the earlier, and it may be varied or revoked by any general meeting of the Shareholders prior to such annual general meeting.

- 7.10 Alterations of share capital, authorised Shares and rights attaching to a class or classes of Shares, all issues of Shares for cash and all issues of options and convertible securities granted or issued for cash must, in addition to the foregoing provisions, be in accordance with the JSE Listings Requirements. [LR10.9(a)]
[LR10.9(c)]
- 7.11 All Securities of the Company for which a listing is sought on the JSE and all Securities of the same class as Securities of the Company which are listed on the JSE must, notwithstanding the provisions of section 40(5) of the Act, but unless otherwise required by the Act, only be issued after the Company has received the consideration approved by the Board for the issuance of such Securities.
- 7.12 Subject to section 40(5) to 40(7) of the Act, when the Company has received the consideration approved by the Board for the issuance of any Shares -
 - 7.12.1 those Shares are fully paid up; and
 - 7.12.2 the Company must issue those Shares and cause the name of the holder to be entered onto the Company's Securities Register in accordance with sections 49 to 56 of the Act.
- 7.13 Subject to what may be authorised by the Act, the JSE Listings Requirements and subject to clause 7.15, the Board may only issue unissued Shares if such Shares have first been offered to existing ordinary Shareholders in proportion to their shareholding on such terms and in accordance with such procedures as the Board may determine, unless such Shares are issued for the acquisition of assets by the Company. [LR10.1]
- 7.14 Notwithstanding the provisions of clauses 7.4, 7.10 and 7.15, any issue of Shares, Securities convertible into Shares, or rights exercisable for Shares in a transaction, or a series of integrated transactions shall, in accordance with the provisions of section 41(3) of the Act, require the approval of the Shareholders by special resolution if the voting power of the class of Shares that are issued or are issuable as a result of the transaction or series of integrated transactions will be equal to or exceed 30% of the voting power of all the Shares of that class held by Shareholders immediately before that transaction or series of integrated transactions.
- 7.15 Except to the extent that any such right is specifically included as one of the rights, preferences or other terms upon which any class of Shares is issued or as may otherwise be provided in this Memorandum of Incorporation (as is set out in clause 7.13), no Shareholder shall have any pre-emptive or other similar preferential right to be offered or to subscribe for any additional Shares issued by the Company.

8 SHARES

- 8.1 The Company is authorised to issue 4,000,000,000 (four billion) Shares of the same class, each of which ranks *pari passu* (which shall have the meaning ascribed thereto in paragraph 3.29 of the Listings Requirements or any amendment paragraph in the Listings Requirements) in respect of all rights and entitles the Shareholder – [LR10.5(a)]
- 8.1.1 to vote on any matter to be decided by the Shareholders of the Company as contemplated in clause 21.1.2;
- 8.1.2 to participate proportionally with every other ordinary Shareholder in distributions (except for the payment *in lieu* of a capitalisation Share as contemplated in section 47(1)(c) of the Act and any consideration payable by the Company for any of its own Shares or for any shares of another company within the same group as contemplated in paragraph a(iii)(aa) and a(iii)(bb) of the definition of “distribution” in the Act), if and when declared in favour of Shareholders holding ordinary Shares, made by the Company;
- 8.1.3 upon a winding up of the Company, to participate in the proceeds of the winding up.

9 REGISTRATION OF SECURITIES

- 9.1 Securities of the Company are to be issued in uncertificated form or subject to the provisions of section 33 of the Financial Markets Act, in certificated form. Except to the extent otherwise provided in the Act, the rights and obligations of Security holders are not different solely on the basis of their securities being certificated or uncertificated and any provision of this Memorandum of Incorporation applies with respect to any uncertificated securities in the same manner as it applies to certificated Securities, unless otherwise stated or indicated by the context.
- 9.2 Any Certificated Securities may cease to be evidenced by certificates, and thereafter become Uncertificated Securities.
- 9.3 Any Uncertificated Securities may be withdrawn from the Uncertificated Securities Register, and certificates issued evidencing those Securities at the election of the holder of those Uncertificated Securities. A holder of Uncertificated Securities who elects to withdraw all or part of the Uncertificated Securities held by it in an Uncertificated Securities Register, and obtain a certificate in respect of those withdrawn Securities, may so notify the relevant Participant or Central

Securities Depository as required by the rules of the Central Securities Depository.

- 9.4 After receiving notice from a Participant or Central Securities Depository, as the case may be, that the holder of Uncertificated Securities wishes to withdraw all or part of the Uncertificated Securities held by it in an Uncertificated Securities Register, and obtain a certificate in respect thereof, the Company shall –
 - 9.4.1 immediately enter the relevant Security holder's name and details of its holding of Securities in the Securities Register and indicate on the Securities Register that the securities so withdrawn are no longer held in uncertificated form; and
 - 9.4.2 within 10 (ten) business days (or 20 (twenty) business days in the case of a holder of Securities who is not resident within the Republic) prepare and deliver to the relevant person a certificate in respect of the Securities and notify the Central Securities Depository that the Securities are no longer held in uncertificated form.
- 9.5 The Company may charge a holder of Securities a reasonable fee to cover the actual cost of issuing any certificate as contemplated in this clause.
- 9.6 At the request of the Company, and on payment of the fee prescribed in the Act or the Regulations, if any, a Participant or Central Securities Depository, as determined in accordance with the rules of the Central Securities Depository, must furnish the Company with all details of the Company's Uncertificated Securities reflected in the Uncertificated Securities Register.
- 9.7 The Company must establish or cause to be established a Securities Register in the form prescribed by the Act and the Regulations and maintain the Securities Register in accordance with the prescribed standards.
- 9.8 As soon as practicable after issuing any Securities the Company must enter or cause to be entered in the Securities Register, in respect of every class of Securities it has issued –
 - 9.8.1 the total number of Uncertificated Securities;
 - 9.8.2 with respect to Certificated Securities –

- 9.8.2.1 the names and addresses of the persons to whom the Securities were issued;
 - 9.8.2.2 the number of Securities issued to each of them;
 - 9.8.2.3 the number of, and prescribed circumstances relating to, any Securities that have been placed in trust as contemplated in section 40(6)(d) or whose transfer has been restricted;
 - 9.8.2.4 in the case of Securities other than Shares as contemplated in section 43, the number of those Securities issued and outstanding, or the names and addresses of the registered owners of the Securities and any holders of beneficial interests therein; and
 - 9.8.2.5 any other prescribed information.
- 9.9 If the Company has issued Uncertificated Securities, or has issued Securities that have ceased to be Certificated Securities as contemplated in clause 9.2, a record must be administered and maintained by a Participant or Central Securities Depository, in the prescribed form, as the Uncertificated Securities Register, which-
- 9.9.1 forms part of the Securities Register; and
 - 9.9.2 must contain, with respect to all Uncertificated Securities contemplated in this clause 9, any details referred to in clause 9.8.2, read with the changes required by the context or as determined by the rules of the Central Securities Depository.
- 9.10 The Securities Register or Uncertificated Securities Register maintained in accordance with the Act shall be sufficient proof of the facts recorded in it, in the absence of evidence to the contrary.
- 9.11 Unless all the Shares rank equally for all purposes, the Shares, or each class of Shares, and any other Securities, must be distinguished by an appropriate numbering system.
- 9.12 A certificate evidencing any certificated Securities of the Company –
- 9.12.1 must state on its face –
 - 9.12.1.1 the name of the Company;

- 9.12.1.2 the name of the person to whom the Securities were issued; and
- 9.12.1.3 the number and class of Shares and designation of the series, if any, evidenced by that certificate;
- 9.12.2 must be signed by 2 (two) persons authorised by the Board, which signatures may be affixed or placed on the certificate by autographic, mechanical or electronic means;
- 9.12.3 is proof that the named Security holder owns the Securities, in the absence of evidence to the contrary.
- 9.13 A certificate remains valid despite the subsequent departure from office of any person who signed it.
- 9.14 If, as contemplated in clause 9.11, all of the Shares rank equally for all purposes, and are therefore not distinguished by a numbering system –
 - 9.14.1 each certificate issued in respect of those Shares must be distinguished by a numbering system; and
 - 9.14.2 if the Share has been transferred, the certificate must be endorsed with a reference number or similar device that will enable each preceding holder of the Share in succession to be identified.

10 TRANSFER OF SECURITIES

- 10.1 The instrument of transfer of any Certificated Securities shall be signed by both the transferor and the transferee and the transferor shall be deemed to remain the holder of such Securities until the name of the transferee is entered in the Securities Register. The Directors may, however, in their discretion dispense with the signature of the transferee in such cases as they deem fit.
- 10.2 Subject to such restrictions as may be applicable, (whether by virtue of the preferences, rights, limitations or other terms associated with the Securities in question), any Shareholder or holder of other Securities may transfer all or any of its Securities by instrument in writing in any usual or common form or any other form which the Directors may approve.
- 10.3 Every instrument of transfer shall be delivered to the principal place of business of the Company, alternatively the offices of the Company's transfer secretaries, as appointed from time to time, accompanied by –

- 10.3.1 the certificate issued in respect of the Certificated Securities to be transferred; and/or
- 10.3.2 such other evidence as the Company may require to prove the title of the transferor, or his or her right to transfer the Securities.
- 10.4 All authorities to sign transfer deeds or other instruments of transfer granted by holders of Securities for the purpose of transferring Certificated Securities which may be lodged, produced or exhibited with or to the Company at its registered office shall, as between the Company and the grantor of such authorities, be taken and deemed to continue and remain in full force and effect, and the Company may allow the same to be acted upon until such time as express notice in writing of the revocation of the same shall have been given and lodged at such of the Company's offices at which the authority was first lodged, produced or exhibited. Even after the giving and lodging of such notice, the Company shall be entitled to give effect to any instruments signed under the authority to sign and certified by any officer of the Company as being in order before the giving and lodging of such notice. [I.R10.2(b)]
- 10.5 All instruments of transfer, when registered, shall either be retained by the Company or disposed of in such manner as the Directors shall from time to time decide. Any instrument of transfer which the Directors may decline to register shall (unless the Directors resolve otherwise) be returned on demand to the person who lodged it.
- 10.6 The transfer of Uncertificated Securities may be effected only-
 - 10.6.1 by a Participant or Central Securities Depository;
 - 10.6.2 on receipt of an instruction to transfer sent and properly authenticated in terms of the rules of a Central Securities Depository or an order of a Court; and
 - 10.6.3 in accordance with section 53 and the rules of the Central Securities Depository.
- 10.7 Transfer of ownership in any Uncertificated Securities must be effected by debiting the account in the Uncertificated Securities Register from which the transfer is effected and crediting the account in the Uncertificated Securities Register to which the transfer is effected, in accordance with the rules of the Central Securities Depository.

- 10.8 The Directors may decline to recognise any instrument of transfer unless the instrument of transfer is accompanied by the certificate of the Shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the person signing as transferor to make the transfer.

11 NO LIEN

It is recorded for the avoidance of doubt that fully paid Securities shall not be subject to any lien in favour of the Company and shall be freely transferable.

[LR10.12]

12 TRANSMISSION OF SECURITIES

- 12.1 Subject to the provisions of this Memorandum of Incorporation dealing with restrictions on the transfer of Securities, the executor of the estate of any deceased Securities holder shall be the only person recognised by the Company as having any title to such Security. Any person who submits proof of his appointment as the executor, administrator, trustee, curator, or guardian in respect of the estate of a deceased Shareholder or holder of other Securities ("**Security Holder**") of the Company, or of a Security Holder whose estate has been sequestrated or of a Security Holder who is otherwise under a disability or as the liquidator of any body corporate which is a Security Holder of the Company, shall be entered in the Securities Register *nomine officii*, and shall thereafter, for all purposes, be deemed to be a Security Holder.

- 12.2 If, when called upon by the Directors to do so, the executor fails to register the deceased's Securities in its name or the names of the heir or legatees, the Securities shall not be capable of being forfeited, but shall continue to be registered in the names of the deceased or the executor's name *nomine officio*.

[LR10.13]

- 12.3 Subject to the provisions of clause 12.1, any person becoming entitled to any Security by virtue of the death of a Security Holder shall, upon producing such evidence as the Directors think sufficient that he has such title or rights, have the right either to have such Security transferred to himself or to make such other transfer of the Security as such Security Holder could have made; provided that in respect of a transfer other than to himself –

- 12.3.1 the Directors shall have the same right to refuse or suspend registration as they would have had in the case of a proposed transfer of such Security by such Security Holder before his death; and

- 12.3.2 a person becoming entitled to any Security shall not, unless and until he is himself registered as a Security Holder in respect of such Security, be entitled to exercise any voting or other right attaching to such Security or any other right relating to meetings of the Company.

13 DEBT INSTRUMENTS

- 13.1 The Board may authorise the Company to issue secured or unsecured debt instruments, as set out in section 43(2).
- 13.2 The Board may not grant any special privileges associated with any debt instruments to be issued by the Company relating to attending and voting at general meetings and the appointment of directors, as contemplated in section 43(3)(a).

[LR10.10]

14 CAPITALISATION SHARES

- 14.1 Provided such transaction(s) has/have been approved by the JSE, if so required under the JSE Listings Requirements (and the JSE Listings Requirements have been complied with), the Board shall, in accordance with section 47 of the Act, have the power or authority to –
- 14.1.1 approve the issuing of any authorised Shares as capitalisation Shares, on a *pro rata* basis to the Shareholders of one or more classes of Shares; or
- 14.1.2 to issue Shares of one class as capitalisation Shares in respect of Shares of another class; or
- 14.1.3 to resolve to permit Shareholders to elect to receive a cash payment in lieu of a capitalisation Share, or a Scrip Dividend (as defined in the JSE Listings Requirements), at a value determined by the Board,

and accordingly, this Memorandum of Incorporation does not limit, restrict or qualify the authority of the Board to do so.

- 14.2 Without derogating from the restrictions in clause 14.1, the Board may not resolve to offer a cash payment in lieu of awarding a capitalisation Share, as contemplated in clause 14.1.3, unless the Board:
- 14.2.1 has considered the Solvency and Liquidity Test as required by section 46, on the assumption that every such Shareholder would elect to receive cash; and

- 14.2.2 is satisfied that the Company would satisfy the Solvency and Liquidity Test immediately upon the completion of the distribution.

[LR10.6]

15 BENEFICIAL INTERESTS IN SECURITIES

The Company's issued Securities may be held by, and registered in the name of, one person for the beneficial interest of another person as set out in section 56(1).

16 FINANCIAL ASSISTANCE

The Board may authorise the Company to provide financial assistance by way of loan, guarantee, the provision of security or otherwise to any person for the purpose of, or in connection with, the subscription of any option, or any Securities, issued or to be issued by the Company or a related or inter-related company, or for the purchase of any such Securities, as set out in section 44, and the authority of the Board in this regard is not limited or restricted by this Memorandum of Incorporation.

17 ACQUISITION BY THE COMPANY OF ITS OWN SHARES

- 17.1 Subject to the JSE Listings Requirements, and in accordance with and subject to the provisions of section 48, and subject to the further provisions of this clause 17 –

- 17.1.1 the Board may determine that the Company acquire a number of its own Shares; and

- 17.1.2 the board of any subsidiary of the Company may determine that such subsidiary acquire Shares, but –

- 17.1.2.1 not more than 10% (ten percent), in aggregate, of the number of issued Shares of any class may be held by, or for the benefit of, all of the subsidiaries of the Company, taken together; and

- 17.1.2.2 no voting rights attached to those Shares may be exercised while the Shares are held by that subsidiary and it remains a subsidiary of the Company.

- 17.2 Any decision by the Company to acquire its own Shares must satisfy the JSE Listings Requirements and the requirements of section 46 and, accordingly, the Company may not acquire its own Shares unless –

- 17.2.1 for as long as it is required in terms of the JSE Listings Requirements, the

acquisition has been approved by a special resolution of the Shareholders in terms of the JSE Listings Requirements, whether in respect of a particular repurchase or generally approved by Shareholders and unless such acquisition otherwise complies with sections 5.67 to 5.69 of the JSE Listings Requirements (or such other sections as may be applicable from time to time);

17.2.2 the acquisition –

17.2.2.1 is pursuant to an existing legal obligation of the Company, or a court order;
or

17.2.2.2 the Board, by resolution, has authorised the acquisition;

17.2.3 it reasonably appears that the Company will satisfy the Solvency and Liquidity Test immediately after completing the said acquisition; and

17.2.4 the Board, by resolution, has acknowledged that it has applied the Solvency and Liquidity Test and reasonably concluded that the Company will satisfy the Solvency and Liquidity Test immediately after completing the said acquisition.

17.3 A decision of the Board referred to in clause 17.1.1 –

17.3.1 must be approved by a special resolution of the Shareholders if any Shares are to be acquired by the Company from a Director or Prescribed Officer of the Company, or a person related to a Director or Prescribed Officer of the Company; and

17.3.2 is subject to the requirements of sections 114 and 115 if considered alone, or together with other transactions in an integrated series of transactions, it involves the acquisition by the Company of more than 5% (five percent) of the issued Shares of any particular class of the Company's Shares.

17.4 Notwithstanding any other provision of this Memorandum of Incorporation, the Company may not acquire its own Shares, and no subsidiary of the Company may acquire Shares of the Company if, as a result of that acquisition, there would no longer be any Shares of the Company in issue other than –

17.4.1 Shares held by one or more subsidiaries of the Company; or

17.4.2 convertible or redeemable Shares.

17.5 The Company may, in accordance with the JSE Listings Requirements, and

subject to the passing of the necessary Shareholders' resolution to approve the odd-lot offer by the requisite majority of Shareholders at a general meeting, make an odd-lot offer to Shareholders holding less than such number of Shares as the Directors may determine, subject to the JSE having approved such number of Shares, in terms of which the offeree Shareholders are given the right to elect to retain their shareholding or sell their Shares, and such odd-lot offer may provide that if any offeree Shareholder fails to exercise such right of election, his shareholding will be compulsorily sold as if he had elected to sell such shareholding.

18 RECORD DATE FOR EXERCISE OF SHAREHOLDER RIGHTS

18.1 The Board may set a record date for purposes of all transactions and determining which Shareholders are entitled to – [LR10.15]

18.1.1 receive notice of a Shareholders' meeting;

18.1.2 participate in and vote at a Shareholders' meeting;

18.1.3 decide any matter by written consent or by Electronic Communication;

18.1.4 receive a distribution; or

18.1.5 be allotted or exercise other rights,

provided that, for as long as the JSE Listings Requirements apply to the Company, such record date shall be the record date as required by the JSE Listings Requirements.

18.2 A record date determined by the Board –

18.2.1 may not be earlier than the date on which the record date is determined or more than 10 (ten) business days before the date on which the event or action, for which the record date is being set, is scheduled to occur; and

18.2.2 must be published to the Shareholders in a manner that satisfies the JSE Listings Requirements and any prescribed requirements.

19 SHAREHOLDERS MEETINGS

19.1 The Board, or any Prescribed Officer of the Company authorised by the Board, is entitled to call a Shareholders meeting at any time. [LR10.11(a)]

- 19.2 Subject to the provisions of section 60 dealing with the passing of resolutions of Shareholders otherwise than at a meeting of Shareholders, the Company shall hold a Shareholders' meeting –
- 19.2.1 at any time that the Board is required by the Act or this Memorandum of Incorporation to refer a matter to Shareholders for decision;
 - 19.2.2 at any time that the Board is required by the JSE Listings Requirements, to refer a matter to Shareholders for decision and accordingly nothing in this Memorandum of Incorporation shall be construed as prohibiting or restricting the Company from calling any meeting for the purposes of adhering to the JSE Listings Requirements; or [LR10.11(d)]
 - 19.2.3 whenever required in terms of section 70(3) of the Act to fill a vacancy on the Board; or
 - 19.2.4 when required in terms of clause 19.3 or by any other provision of this Memorandum of Incorporation.
- 19.3 The Board shall call a meeting of Shareholders if 1 (one) or more written and signed demands by Shareholders calling for such a meeting are delivered to the Company and –
- 19.3.1 each such demand describes the specific purpose for which the meeting is proposed; and
 - 19.3.2 in aggregate, demands for substantially the same purpose are made and signed by the holders, at the earliest time specified in any of those demands, of at least 10% (ten percent) of the voting rights entitled to be exercised in relation to the matter proposed to be considered at the meeting.
- 19.4 Notwithstanding any provision of the Act to the contrary, and in addition to other meetings of the Company that may be convened from time to time, the Company shall convene an annual general meeting of its Shareholders once in each calendar year but no more than 15 months after the date of the previous annual general meeting.
- 19.5 Subject to the provisions of the JSE Listings Requirements, any such annual general meeting –

- 19.5.1 shall be capable of being held by Electronic Communication in accordance with the further provisions of this Memorandum of Incorporation; and
- 19.5.2 shall not be capable of being held in accordance with the provisions of section 60 of the Act set out in clause 24.
- 19.6 Each annual general meeting of the Company contemplated in clause 19.4 shall provide for at least the following business to be transacted –
 - 19.6.1 the presentation of the audited financial statements for the immediately preceding financial year of the Company and an audit committee report;
 - 19.6.2 the election of Directors, to the extent required by the Act or by this Memorandum of Incorporation;
 - 19.6.3 the election of the audit committee members to the extent required by the Act or by this Memorandum of Incorporation;
 - 19.6.4 the appointment of an auditor for the following financial year; and
 - 19.6.5 any matters raised by the Shareholders, with or without advance notice to the Company.
- 19.7 Each annual general meeting of the Company contemplated in clause 19.4 or any special general meeting of the Company may provide for the passing and adoption of special resolutions, contemplated in clauses 28.1 and 28.4 of this Memorandum of Incorporation, relating to the following business –
 - 19.7.1 the determination of Directors remuneration for the 2 (two) year period following the annual general meeting or special general meeting at which the resolution is approved; and
 - 19.7.2 the granting of financial assistance in terms of section 44 and 45 of the Act.
- 19.8 Save as otherwise provided herein, the Company is not required to hold any other Shareholders meetings other than those specifically required by the Act and the JSE Listings Requirements.
- 19.9 The Board may determine the location of any Shareholders meeting, and the Company may hold any such meeting in the Republic or in any foreign country, and the authority of the Board and the Company in this regard is not limited or restricted by this Memorandum of Incorporation.

- 19.10 Every Shareholders meeting shall be reasonably accessible within the Republic for electronic participation by Shareholders, irrespective of whether the meeting is held in the Republic or elsewhere.
- 19.11 The minimum number of days for the Company to deliver a notice of a Shareholders meeting to the Shareholders as required by section 62 is as provided for in section 62(1) and, accordingly, any such notice shall be delivered to all Shareholders as of the record date for the meeting at least 15 (fifteen) business days before the meeting is to begin. [10.11(b)]
- 19.12 The quorum for a Shareholders meeting to begin or for a matter to be considered are as set out in sections 64(1) and 64(3) and accordingly –
- 19.12.1 If the Company has more than 2 (two) Shareholders, at least 3 (three) Shareholders entitled to attend and vote and who are present in person or able to participate in the meeting by Electronic Communication, or represented by a proxy who is present in person or able to participate in the meeting by Electronic Communication, must be present;
- 19.12.2 a Shareholders meeting may not begin until sufficient persons are present at the meeting to exercise, in aggregate, at least 25% (twenty five percent) of the voting rights that are entitled to be exercised in respect of at least one matter to be decided at the meeting; and
- 19.12.3 a matter to be decided at a Shareholders meeting may not begin to be considered unless sufficient persons are present at the meeting to exercise, in aggregate, at least 25% (twenty five percent) of all of the voting rights that are entitled to be exercised in respect of that matter at the time the matter is called on the agenda. [LR10.11(h)]
- 19.13 The time periods specified in section 64(4) and (5) apply to the Company without variation and, accordingly, if within 1 (one) hour after the appointed time for a meeting to begin, the requirements of clause 19.12 –
- 19.13.1 for that meeting to begin have not been satisfied, the meeting shall be postponed, without any motion, vote or further notice, for 1 (one) week;
- 19.13.2 for consideration of a particular matter to begin have not been satisfied –

19.13.2.1 if there is other business on the agenda of the meeting, consideration of that matter may be postponed to a later time in the meeting without any motion or vote; or

19.13.2.2 if there is no other business on the agenda of the meeting, the meeting shall be adjourned, without any motion or vote, for 1 (one) week,

provided that the person intended to chair a meeting that cannot begin due to the operation of clause 19.12 may extend the 1 (one) hour limit allowed in clause 19.13 for a reasonable period on the grounds that –

19.13.3 exceptional circumstances affecting weather, transportation or Electronic Communication have generally impeded or are generally impeding the ability of Shareholders to be present at the meeting; or

19.13.4 one or more particular Shareholders, having been delayed, have communicated an intention to attend the meeting, and those Shareholders, together with others in attendance, would satisfy the requirements of clause 19.12.

19.14 The accidental omission to give notice of any meeting to any particular Shareholder or Shareholders shall not invalidate any resolution passed at any such meeting.

19.14.1 The Company shall not be required to give further notice of a meeting that has been postponed or adjourned in terms of clause 19.13 unless the location for the meeting is different from –

19.14.1.1 the location of the postponed or adjourned meeting; or

19.14.1.2 the location announced at the time of adjournment, in the case of an adjourned meeting,

provided however that an announcement must be released over SENS, which announcement must include the following:

19.14.1.3 the reason for the postponed or adjourned meeting; and

19.14.1.4 the location and time of the postponed or adjourned meeting.

19.15 If at the time appointed in terms of clause 19.13 for a postponed meeting to begin, or for an adjourned meeting to resume, the requirements of clause 19.12

have not been satisfied, the Shareholders present in person or by proxy will be deemed to constitute a quorum.

- 19.16 After a quorum has been established for a meeting, or for a matter to be considered at a meeting, all the Shareholders forming part of the quorum must be present in person or by proxy or by electronic communication at the meeting for the matter to be considered at the meeting. [10.11(b)]
- 19.17 The maximum period allowable for an adjournment of a Shareholders meeting under section 64(10) is as set out in section 64(12), without variation.
- 19.18 The chairperson, if any, of the Board shall preside as chairperson at every Shareholders meeting.
- 19.19 If there is no such chairperson, or if at any meeting he or she is not present within 15 (fifteen) minutes after the time appointed for holding the meeting or is unwilling to act as chairperson, the Directors present shall choose 1 (one) of their number to be chairperson. If no Director is willing to act as chairperson or if no Director is present within 15 (fifteen) minutes after the time appointed for commencement of the meeting, the Shareholders present shall choose one of their number to be chairperson of the meeting.
- 19.20 The chairperson of a Shareholders meeting may –
 - 19.20.1 appoint any firm or persons to act as scrutineers for the purpose of checking any powers of attorney received and for counting the votes at the meeting;
 - 19.20.2 act on a certificate given by any such scrutineers without requiring production at the meeting of the forms of proxy or himself counting the votes.
- 19.21 If any votes were counted which ought not to have been counted or if any votes were not counted which ought to have been counted, the error shall not vitiate the resolution, unless –
 - 19.21.1 it is brought to the attention of the chairperson at the meeting; and
 - 19.21.2 in the opinion of the chairperson of the meeting, it is of sufficient magnitude to vitiate the resolution.
- 19.22 Any objection to the admissibility of any vote (whether on a show of hands or on a poll) shall be raised –

19.22.1 at the meeting or adjourned meeting at which the vote objected to was recorded; or

19.22.2 at the meeting or adjourned meeting at which the result of the poll was announced,

and every vote not then disallowed shall be valid for all purposes. Any objection made timeously shall be referred to the chairperson of the meeting, whose decision shall be final and conclusive.

19.23 Even if he is not a Shareholder or holder of any of the Company's Securities -

19.23.1 any Director; or

19.23.2 the company's attorney (or where the company's attorneys are a firm, any partner or director thereof),

may attend and speak at any general meeting, but may not vote, unless he is a Shareholder or holder of any of the Company's Securities or the proxy or representative of a Shareholder or person entitled to vote thereat.

19.24 Every shareholder shall be entitled to vote at every general meeting or annual general meeting in person or by proxy.

20 SHAREHOLDERS MEETINGS BY ELECTRONIC COMMUNICATION

20.1 Subject to the provisions of the JSE Listings Requirements, and without derogating from the generality of the provisions of clause 19.24, the Company may, if authorised by the Board, conduct a Shareholders meeting entirely by Electronic Communication but must provide for participation in a meeting by Electronic Communication, as set out in section 63, and the power of the Company to do so is not limited or restricted by this Memorandum of Incorporation. Accordingly –

20.1.1 any Shareholders meeting may be conducted entirely by Electronic Communication; or

20.1.2 one or more Shareholders, or proxies for Shareholders, may participate by Electronic Communication in all or part of any Shareholders meeting that is being held in person,

so long as the Electronic Communication employed ordinarily enables all persons participating in that meeting to communicate concurrently with each other and without an intermediary, and to participate reasonably effectively in the meeting.

- 20.2 Any notice of any meeting of Shareholders at which it will be possible for Shareholders to participate by way of Electronic Communication shall inform Shareholders of the ability to so participate and shall provide any necessary information to enable Shareholders or their proxies to access the available medium or means of Electronic Communication, provided that such access shall be at the expense of the Shareholder or proxy concerned.

21 VOTES OF SHAREHOLDERS

- 21.1 Subject to any special rights or restrictions as to voting attached to any Shares by or in accordance with this Memorandum of Incorporation, at a meeting of the Company –

- 21.1.1 every ordinary Shareholder present and entitled to exercise voting rights shall be entitled to 1 (one) vote on a show of hands, irrespective of the number of voting rights that ordinary Shareholder would otherwise be entitled to exercise;

- 21.1.2 on a poll a member who is present in person or represented by proxy shall be entitled to 1 (one) vote in respect of each Share he holds. No objection shall be raised to the admissibility of any vote except at the meeting or adjourned meeting at which the vote objected to is or may be given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection shall be referred to the chairperson of the meeting, whose decision shall be final and conclusive; and

[S10.5(b)]

- 21.1.3 the holders of Shares other than ordinary Shares shall not be entitled to vote on any resolution at a meeting of Shareholders, except as provided in clause 21.2.

[LR10.5(c)]

- 21.2 The holders of shares, other than ordinary Shares ("**Affected Shareholders**") shall not be entitled to vote on any resolution taken by the Company other than –

[LR10.5(h)]

- 21.2.1 during any special period, as provided for in clause 21.2.3 below, during which any dividend, any part of any dividend on such Shares or any redemption payment thereon remains in arrears and unpaid; and/or

- 21.2.2 in regard to any resolution proposed for the winding-up of the Company or the reduction of its capital;
- 21.2.3 the period referred to in clause 21.2.1 above shall be the period commencing on a day specified in this Memorandum of Incorporation, if any, not being more than six months after the due date of the dividend or redemption payment in question or, where no due date is specified, after the end of the financial year of the Company in respect of which such dividend accrued or such redemption payment became due;

and provided that where such Affected Shares are entitled to vote, they shall not carry any special rights or privileges and the Affected Shareholder shall be entitled to one vote for every Affected Share held provided that the total voting rights of the Affected Shareholders in respect of the Affected Shares shall not be more than 24,99% (twenty four comma ninety nine percent) of the total voting rights of all shareholders at such meeting.

[I.R10.5(c)]
[S10.5(c)]

- 21.3 Voting shall be conducted by means of a polled vote in respect of any matter to be voted on at a meeting of Shareholders if a demand is made for such a vote by –
 - 21.3.1 at least 5 (five) persons having the right to vote on that matter, either as Shareholders or as proxies representing Shareholders; or
 - 21.3.2 a Shareholder who is, or Shareholders who together are, entitled, as Shareholders or proxies representing Shareholders, to exercise at least 10% (ten percent) of the voting rights entitled to be voted on that matter; or
 - 21.3.3 the chairperson of the meeting.
- 21.4 At any meeting of the Company a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded in accordance with the provisions of clause 21.3, and unless a poll is so demanded, a declaration by the chairperson that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority or defeated, and an entry to that effect in the book containing the minutes of the proceedings of the Company, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.

- 21.5 If a poll is duly demanded, it shall be taken in such manner as the chairperson directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. In computing the majority on the poll, regard shall be had to the number of votes to which each Shareholder is entitled.
- 21.6 In the case of an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting at which the show of hands takes place, or at which the poll is demanded, shall not be entitled to a second or casting vote.
- 21.7 A poll demanded on the election of a chairperson (as contemplated in clause 19.19) or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairperson of the meeting directs. The demand for a poll shall not prevent the continuation of a meeting for the transaction of any business other than the question upon which the poll has been demanded.
- 21.8 Where there are joint registered holders of any Share, any 1 (one) of such persons may exercise all of the voting rights attached to that Share at any meeting, either personally or by proxy, as if he or she were solely entitled thereto. If more than 1 (one) of such joint holders is present at any meeting, personally or by proxy, the person so present whose name stands first in the Securities Register in respect of such Share shall alone be entitled to vote in respect thereof.
- 21.9 The board of any company or the controlling body of any other entity or person that holds any Securities of the Company may authorise any person to act as its representative at any meeting of Shareholders of the Company, in which event the following provisions will apply –
- 21.9.1 the person so authorised may exercise the same powers of the authorising company, entity or person as it could have exercised if it were an individual holder of Shares; and
- 21.9.2 the authorising company, entity or person shall lodge a resolution of the directors of such company or controlling body of such other entity or person confirming the granting of such authority, and certified under the hand of the chairperson or secretary thereof, with the Company before the commencement of any Shareholders' meeting at which such person intends to exercise any rights of such Shareholder, unless excused from doing so by the chairperson of such meeting.

21.10 Any person recognised in terms of clause 22 may vote at any Shareholders meeting in the same manner as if he were the registered holder of the Shares in question; provided that at least 48 (forty eight) hours before the holding of the meeting at which he proposes to vote, he shall have satisfied the Board as to his status.

21.11 On a poll, votes may be given either personally or by proxy.

22 SHAREHOLDER RIGHTS, PROXIES AND REPRESENTATIVES

22.1 Any Shareholder may at any time appoint any natural person (or two or more natural persons concurrently), including a natural person who is not a Shareholder, as a proxy to –

22.1.1 participate in, and speak and vote at a Shareholders meeting on behalf of that Shareholder; or

22.1.2 give or withhold written consent on behalf of that Shareholder to a decision contemplated in section 60,

provided that a Shareholder may appoint more than 1 (one) proxy to exercise voting rights attached to different Securities held by the Shareholder.

22.2 A proxy appointment –

22.2.1 must be in writing, dated and signed by the Shareholder; and

22.2.2 remains valid for –

22.2.2.1 1 (one) year after the date on which it was signed; or

22.2.2.2 any longer or shorter period expressly set out in the appointment,

unless it is revoked in a manner contemplated in the Act or expires earlier as contemplated in the Act.

22.3 The holder of a power of attorney or other written authority from a Shareholder may, if so authorised thereby, represent such Shareholder at any meeting of the Company and such holder shall deliver the power of attorney or other written authority (if any), or a copy thereof, to the Company before such holder exercises any rights of the Shareholder at a Shareholders' meeting.

22.4 All of the remaining provisions of the Act relating to the appointment and revocation of proxies and the rights of proxies generally shall apply and, in particular –

22.4.1 a Shareholder has the right to appoint 2 (two) or more persons concurrently as proxies as set out in section 58(3)(a) (“**Concurrent Proxies**”), provided that the instrument appointing the Concurrent Proxies clearly states the order in which the Concurrent Proxies votes are to take precedence in the event that both or all of the Concurrent Proxies are present, and vote, at the relevant meeting;

22.4.2 a Shareholder’s proxy may delegate the proxy’s powers to another person as set out in section 58(3)(b);

22.4.3 a Shareholder or his proxy must deliver to the Company a copy of the instrument appointing a proxy at least 48 hours or such shorter period as the board may determine in respect of any meeting before the commencement of the meeting at which the proxy intends to exercise that Shareholder’s rights; and

22.4.4 unless the instrument appointing a proxy provides otherwise, a Shareholder’s proxy may decide, without direction from the Shareholder, whether to exercise or abstain from exercising any voting right of the Shareholder, as set out in section 58(7),

and none of such rights or powers are limited, restricted or varied by this Memorandum of Incorporation.

22.5 The chairman of any Shareholders meeting may reject or accept any form of proxy which is completed and/or received, other than in compliance with the provisions of clause 22.3, provided that, in respect of acceptances, he is satisfied as to the manner in which the Shareholder(s) concerned wish(es) to vote.

22.6 Every instrument of proxy shall, as far as circumstances permit, be substantially in the following form, or in such other form as the Directors may approve from time to time –

"I/We _____

being a shareholder of SA Corporate Real Estate Limited do hereby appoint

or failing him/her

 or failing him/her, the chairperson of the meeting as my/our proxy to vote or
 abstain from voting on my/our behalf at the meeting of the Company to be held at
 on _____ and at any adjournment thereof as follows:-

	In favour of	Against
<u>Abstain</u>		
Special Resolution 1
Ordinary Resolution 1

(Indicate instruction to proxy by way of a cross in space provided above). Except
 as instructed above or if no instructions are inserted above, my/our proxy may
 vote as he/she thinks fit.

SIGNED this day of in the year of .

 SHAREHOLDERS SIGNATURE

(Note: A shareholder entitled to attend, speak and vote is entitled to appoint a
 proxy to attend, speak and vote in his/her stead, and such proxy need not be a
 shareholder of the Company)."

23 SHAREHOLDERS RESOLUTIONS

- 23.1 For an ordinary resolution to be approved it must be supported by more than 50% (fifty percent) of the voting rights of Shareholders exercised on the resolution by all Shareholders present in person, or represented by proxy, as provided in section 65(7). Notwithstanding the foregoing, to the extent that the JSE Listings Requirements require the support of a higher percentage of voting rights to be exercised in respect of any ordinary resolution, the Company shall not implement such ordinary resolution unless such ordinary resolution is supported by the higher percentage of voting rights of Shareholders required to be exercised on that resolution in terms of the JSE Listings Requirements.
- 23.2 For a special resolution to be approved it must be supported by the holders of at least 75% (seventy five percent) of the voting rights exercised on the resolution by all Shareholders present in person, or represented by proxy, as provided in section 65(9). [LR10.11(a)]
- 23.3 No matters, except:

- 23.3.1 those matters set out in section 65(11); or
- 23.3.2 and any other matter required by the Act or this Memorandum of Incorporation to be resolved by means of a special resolution; or
- 23.3.3 for so long as the Company's Securities are listed on the JSE, any other matter required by the JSE Listings Requirements to be resolved by means of a special resolution in terms of the JSE Listings Requirements,

require a special resolution of the Company.

- 23.4 In the event that any Shareholder abstains from voting in respect of any resolution, such Shareholder will, for the purposes of determining the number of votes exercised in respect of that resolution, be deemed not to have exercised a vote in respect thereof (i.e. that Shareholder's votes will neither be included in the aggregate number of votes cast nor in the total number of votes exercised in favour of or against that resolution).

24 SHAREHOLDERS ACTING OTHER THAN AT A MEETING

- 24.1 In accordance with the provisions of section 60, but subject to clause 24.5, a resolution that could be voted on at a Shareholders meeting (other than in respect of the election of Directors) may instead be –
 - 24.1.1 submitted by the Board for consideration to the Shareholders entitled to exercise the voting rights in relation to the resolution; and
 - 24.1.2 voted on in writing by such Shareholders within a period of 20 (twenty) business days after the resolution was submitted to them.
- 24.2 A resolution contemplated in clause 24.1 –
 - 24.2.1 will have been adopted if it is supported by persons entitled to exercise sufficient voting rights for it to have been adopted as an ordinary or special resolution, as the case may be, at a properly constituted Shareholders' meeting; and
 - 24.2.2 if adopted, will have the same effect as if it had been approved by voting at a meeting.
- 24.3 In addition to a resolution passed in terms of clause 24.1, a resolution in writing signed by all the Shareholders entitled to vote thereon shall be as valid and

effectual as if adopted at a duly convened general meeting of Shareholders of the Company.

24.4 Within 10 (ten) business days after adopting a resolution, in terms of the provisions of this clause 24, the Company shall deliver a statement describing the results of the vote, consent process, or election to every Shareholder who was entitled to vote on or consent to the resolution.

24.5 The provisions of this clause 24 shall not apply to –

24.5.1 any Shareholder meetings that are called for in terms of the JSE Listings Requirements, which Shareholder meetings must be held "in person"; or

24.5.2 the passing of any resolution in terms of clause 25.2; or

24.5.3 to any annual general meeting of the Company,

provided that, notwithstanding the provisions of clause 24.5.1, any resolutions required in respect of a change of the Company's name, any odd lot offer, any [LR 10.11(c)] increase in the Company's authorised shared capital and/or the approval of any amendment of this memorandum of incorporation may be proposed as written resolutions in accordance with the provisions of section 60 as contemplated in this clause 24. [LR 10.11(h)(i)]

25 COMPOSITION AND POWERS OF THE BOARD OF DIRECTORS

25.1 In addition to the minimum number of Directors, if any, that the Company must have to satisfy any requirement in terms of the Act to appoint an audit committee and a social and ethics committee, the Board must comprise at least 4 (four) Directors and not more than 12 (twelve) Directors. The Shareholders shall be entitled by ordinary resolution to amend such maximum number of Directors as they from time to time shall consider appropriate.

25.2 Subject to clauses 25.3 and 25.4 all Directors shall be elected by an ordinary resolution of the Shareholders at a general or annual general meeting of the Company and no appointment of a Director in accordance with a resolution passed in terms of section 60 shall be valid.

25.3 Subject to the requirements of the Act, the chairman of the Board or the chief executive officer shall be entitled, subject to the written approval of the majority of the Directors, to appoint any person as a Director in terms of section 66(4)(a)(i), [LR10.16(a)]

[LR10.16(b)]

provided that such appointment must be approved by the Shareholders at the next Shareholders meeting or annual general meeting.

25.4 The authority of the Board to fill a vacancy on the Board on a temporary basis, as set out in section 68(3) is not limited or restricted by this Memorandum of Incorporation provided that any Directors so appointed must resign at the next annual general meeting of the Company, provided that they may make themselves available for election by the Shareholders at such annual general meeting of the Company.

[L.R10.16(c)]

25.5 Accordingly, the Board shall have the power at any time and from time to time to appoint any person as a Director, either to fill a casual vacancy or as an addition to the Board.

25.6 Until 1 (one) or more Directors have been so elected, each incorporator of the Company shall, in terms of section 67(1), serve as a Director of the Company.

25.7 In any election of Directors –

25.7.1 the election is to be conducted as a series of votes, each of which is on the candidacy of a single individual to fill a single vacancy or to confirm an additional appointment, with the series of votes continuing until all vacancies on the Board have been filled or all additional appointments have been confirmed; and

25.7.2 in each vote to fill a vacancy –

25.7.2.1 each vote entitled to be exercised may be exercised once; and

25.7.2.2 the vacancy is filled or the additional appointment confirmed only if a majority of the votes exercised support the candidate,

provided only that, in the event that the Company only has 1 (one) Shareholder, the provisions of this clause 25.7 will not apply and the election of Directors shall take place in such manner as the Shareholder shall determine.

25.8 The Company shall only have elected Directors and there shall be no appointed or *ex officio* Directors as contemplated in section 66(4).

25.9 Apart from satisfying the qualification and eligibility requirements set out in section 69, a person need not satisfy any eligibility requirements or qualifications

to become or remain a Director or a Prescribed Officer of the Company.

25.10 A Director shall cease to hold office as such if:

25.10.1 he becomes insolvent, or assigns his estate for the benefit of his creditors, or suspends payment or files a petition for the liquidation of his affairs, or compounds generally with his creditors;

25.10.2 he becomes of unsound mind;

25.10.3 in the case of an executive Director who is an employee of the Company, his employment relationship with the Company is terminated for whatsoever reason, including but not limited to, resignation, retirement, misconduct or otherwise;

25.10.4 he is prohibited from being, is removed as or is disqualified from acting as a director of a company in terms of the Act;

25.10.5 he is required to do so in terms of the JSE Listings Requirements;

25.10.6 he absents himself from meetings of the Board for 6 (six) consecutive months without the leave of the other Directors and is not represented at such meetings during such 6 (six) months by an alternate Director, and the Directors resolve that his office shall be vacated, provided that the Directors shall have the power to grant any Director leave of absence for an indefinite period;

25.10.7 he has given 1 (one) month's (or with the permission of the Directors, a lesser period) notice in writing of his intention to resign;

25.10.8 he is removed under clause 25.11; or

25.10.9 the Board resolved to remove him in accordance with section 71(3).

25.11 The Company may by ordinary resolution in accordance with clause 25.10.8 and section 71(2), remove any Director before the expiration of his period of office and by an ordinary resolution elect another person in his stead. The person so elected shall hold office until the next annual general meeting of the Company and shall then retire and be eligible for re-election.

25.12 No Director shall be appointed for life or for an indefinite period and the non-executive Directors shall rotate in accordance with the following provisions—

- 25.12.1 at each annual general meeting referred to in clause 19.4, 1/3 (one third) of the non-executive Directors for the time being, or if their number is not three or a multiple of three, the number nearest to 1/3 but not less than 1/3, shall retire from office;
- 25.12.2 the non-executive Directors to retire in every year are, firstly those who have been appointed to fill a casual vacancy or an additional appointment to the Board, and secondly those who have been longest in office since their last election, but as between persons who were elected as non-executive Directors on the same day, those to retire shall, unless they otherwise agree among themselves, be determined by lot. Notwithstanding the foregoing, if at the date of any annual general meeting, any Director will have:
- 25.12.2.1 held office for a period of 3 (three) years since his last election or appointment;
- 25.12.2.2 reached the age of 75 (seventy five) years or older; and/or
- 25.12.2.3 held office for an aggregate period of 9 (nine) years since his first election or appointment,
- then such non-executive Director shall retire at such annual general meeting, either as one of the non-executive Directors to retire in pursuance to the foregoing or additionally thereto;
- 25.12.3 a retiring non-executive Director may be re-elected, provided he is eligible for election. If elected or re-elected he shall be deemed not to have vacated his office;
- 25.12.4 a retiring non-executive Director shall act as a non-executive Director throughout the annual general meeting at which he retires;
- 25.12.5 the Company, at the annual general meeting at which a non-executive Director retires in the above manner, or at any other general meeting, may fill the vacancy by electing a person thereto, provided that the Company shall not be entitled to fill the vacancy by means of a resolution passed in accordance with the provisions of section 60 of the Act as set out in clause 24;
- 25.12.6 if at any meeting at which an election of non-executive Directors ought to take place the offices of the retiring non-executive Directors are not filled, unless it is expressly resolved not to fill such vacancies, the meeting shall stand

[LR10.16(g)]

adjourned and the further provisions of this Memorandum of Incorporation, including clauses 19.13 to 19.15 (inclusive) will apply *mutatis mutandis* to such adjournment, and if at such adjourned meeting the vacancies are not filled, the retiring non-executive Directors, or such of them as have not had their offices filled, shall be deemed to have been re-elected at such adjourned meeting.

- 25.13 The Board shall, through its nomination committee (if so constituted in terms of clause 31), provide the Shareholders with a recommendation in the notice of the meeting at which the re-election of a retiring non-executive Director is proposed, as to which retiring Directors are eligible for re-election, taking into account that non-executive Director's past performance and contribution. Any Shareholder shall have the right to nominate Directors. [LR10.16(b)]
- 25.14 The Board has the power to exercise all of the powers and perform any of the functions of the Company, as set out in section 66(1), and the powers of the Board in this regard are only limited and restricted as contemplated in this clause 25.
- 25.15 The Directors may at any time and from time to time by power of attorney appoint any person or persons to be the attorney or attorneys and agent(s) of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors in terms of this Memorandum of Incorporation) and for such period and subject to such conditions as the Directors may from time to time think fit. Any such appointment may, if the Directors think fit, be made in favour of any company, the members, directors, nominees or managers of any company or firm, or otherwise in favour of any fluctuating body of persons, whether nominated directly or indirectly by the Directors. Any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorneys and agents as the Directors think fit. Any such attorneys or agents as aforesaid may be authorised by the Directors to sub-delegate all or any of the powers, authorities and discretions for the time being vested in them.
- 25.16 Save as otherwise expressly provided herein, all cheques, promissory notes, bills of exchange and other negotiable or transferable instruments, and all documents to be executed by the Company, shall be signed, drawn, accepted, endorsed or executed, as the case may be, in such manner as the Directors shall from time to time determine.
- 25.17 All acts performed by the Directors or by a committee of Directors or by any

person acting as a Director or a member of a committee shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of the Directors or persons acting as aforesaid, or that any of them were disqualified from or had vacated office, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director or member of such committee.

- 25.18 If the number of Directors falls below the minimum number fixed in accordance with this Memorandum of Incorporation, the remaining Directors must as soon as possible and in any event not later than three months from the date that the number falls below such minimum, fill the vacancy/ies, provided that such Director/s are elected by the Shareholders at the next annual general meeting or call a general meeting for the purpose of filling the vacancy/ies. [LR10.16(d)]
- 25.19 The failure by the Company to have the minimum number of Directors during the said three month period does not limit or negate the authority of the board of Directors or invalidate anything done by the board of Directors while their number is below the minimum number fixed in accordance with this Memorandum of Incorporation.
- 25.20 The Directors in office may act notwithstanding any vacancy in their body, but if after the expiry of the three month period contemplated in clause 25.18 and for so long as their number is reduced below the minimum number fixed in accordance with this Memorandum of Incorporation, they may act only for the purpose of filling vacancies in their body in terms of section 68(3) or of summoning general meetings of the Company for that purpose provided that if there is no Director able or willing to act, then any Shareholder may convene a general meeting for that purpose, but not for any other purpose. [LR10.16(a)]
- 25.21 A Director may hold any other office or place of profit under the Company (except that of auditor or Company Secretary) or any subsidiary of the Company in conjunction with the office of Director, provided that the appointment, duration and remuneration (in addition to the remuneration to which he may be entitled as a Director) in respect of such other office must be determined by a disinterested quorum of Directors. [LR10.16(e)]
- 25.22 A Director of the Company may be or become a director or other officer of, or otherwise interested in, any company promoted by the Company or in which the Company may be interested as Shareholder or otherwise provided that the appointment and remuneration in respect of such other office must be determined

by a disinterested quorum of Directors and he shall not be accountable for any remuneration or other benefits received by him as a director or officer of or from his interest in such other company.

- 25.23 Each Director and each alternate Director, Prescribed Officer and member of any committee of the Board (whether or not such latter persons are also members of the Board) shall, subject to the exemptions contained in section 75(2) and the qualifications contained in section 75(3), comply with all of the provisions of section 75 in the event that they (or any person who is a related person to them) have a personal financial interest in any matter to be considered by the Board.
- 25.24 A Director may not vote on any resolution pertaining to any matter in which he has a personal financial interest as contemplated in section 75. However, notwithstanding his interest in any matter, such Director may be counted for the purposes of determining a quorum for a Board meeting.
- 25.25 The Board may authorise the payment of such donations by the Company to such religious, charitable, public or other bodies, clubs, funds, associations or persons as may seem desirable in the interests of the Company, provided that any donations to any political parties or associations shall require prior approval of Shareholders in a general or annual general meeting.

26 ALTERNATE DIRECTORS

- 26.1 Any Director shall have the power to nominate another person approved by the Board to act as alternate Director in his place during his absence or inability to act as such Director, provided that 50% (fifty percent) of all alternate Directors shall be elected by an ordinary resolution of the Shareholders at a general or annual general meeting of the Company in accordance with section 66(4)(b) of the Act. Upon being elected or appointed as an alternate Director, the alternate Director shall, in all respects, be subject to the terms and conditions existing with reference to the other Directors of the Company. A person may be elected or appointed as alternate to more than one Director. Where a person is alternate to more than one Director or where an alternate Director is a Director, he shall have a separate vote, on behalf of each Director he is representing in addition to his own vote, if any.
- 26.2 The alternate Directors, whilst acting in the place of the Directors whom they represent, shall exercise and discharge all the duties and functions of the Directors they represent.

- 26.3 The appointment of an alternate Director shall cease on the happening of any event which, if he was a Director, would cause him to cease to hold office in terms of this Memorandum of Incorporation or if the Director whom he represents ceases to be a Director, or gives notice to the secretary of the Company that the alternate Director representing him shall have ceased to do so. An alternate Director shall look to the Director whom he represents for his remuneration.

27 BOARD MEETINGS

- 27.1 Save as may be provided otherwise herein, the Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit.
- 27.2 The Directors may elect a chairperson and a deputy chairperson and determine the period for which each is to hold office. The chairperson, or in his absence the deputy chairperson, shall be entitled to preside over all meetings of Directors. If no chairperson or deputy chairperson is elected, or if at any meeting neither is present or willing to act as chairperson thereof within 10 (ten) minutes of the time appointed for holding the meeting, the Directors present shall choose 1 (one) of their number to be chairperson of such meeting. [LR10.16(i)]
- 27.3 In addition to the provisions of section 73(1), any Director shall at any time be entitled to call a meeting of the Directors.
- 27.4 The Board has the power to –
- 27.4.1 consider any matter and/or adopt any resolution other than at a meeting contemplated in section 74 and, accordingly, any decision that could be voted on at a meeting of the Board may instead be adopted by the written consent of a majority of the Directors, given in person or by Electronic Communication, provided that each Director has received notice of the matter to be decided. Such resolution, inserted in the minute book, shall be as valid and effective as if it had been passed at a meeting of directors. Any such resolution may consist of several documents and shall be deemed to have been passed on the date on which it was signed by the last director who signed it (unless a statement to the contrary is made in that resolution); [LR10.16(j)]
- 27.4.2 conduct a meeting entirely by Electronic Communication, or to provide for participation in a meeting by Electronic Communication, as set out in section 73(3), provided that, as required by such section, the Electronic

Communication facility employed ordinarily enables all persons participating in the meeting to communicate concurrently with each other without an intermediary and to participate reasonably effectively in the meeting;

27.4.3 determine the manner and form of providing notice of its meetings contemplated in section 73(4), provided that –

27.4.3.1 the notice period for the convening of any meeting of the Board will be at least 7 (seven) days unless the decision of the Directors is required on an urgent basis which justifies a shorter period of notice, in which event the meeting may be called on shorter notice. The decision of the chairperson of the Board, or failing the chairperson for any reason, the decision of any (two) directors as to whether a matter should be decided on an urgent basis, and the period of notice to be given, shall be final and binding on the Directors;

27.4.3.2 an agenda of the matters to be discussed at the meeting shall be given to each Director, together with the notice referred to in clause 27.4.3.1;

27.4.3.3 no meeting may be held if notice thereof and the agenda therefore is not given in accordance with clauses 27.4.3.1 and 27.4.3.2; and

27.4.4 proceed with a meeting despite a failure or defect in giving notice of the meeting, as provided in section 73(5),

and the powers of the Board in respect of the above matters are not limited or restricted by this Memorandum of Incorporation.

27.5 The quorum requirement for a Board meeting (including an adjourned meeting) to begin, the voting rights at such a meeting, and the requirements for approval of a resolution at such a meeting are as set out in section 73(5), subject only to clause 27.5.5, and accordingly –

27.5.1 if all of the Directors of the Company –

27.5.1.1 acknowledge actual receipt of the notice convening a meeting; or

27.5.1.2 are present at a meeting; or

27.5.1.3 waive notice of a meeting,

the meeting may proceed even if the Company failed to give the required notice of that meeting or there was a defect in the giving of the notice;

27.5.2 a majority of the Directors must be present at a meeting before a vote may be called at any meeting of the Directors;

27.5.3 each Director has 1 (one) vote on a matter before the Board;

27.5.4 a majority of the votes cast in favour of a resolution is sufficient to approve that resolution;

27.5.5 in the case of a tied vote at any meeting of the Directors, the chairperson of the Board may not cast a deciding vote in addition to any deliberative vote and the matter being voted on shall fail.

27.6 Resolutions adopted by the Board –

27.6.1 must be dated and sequentially numbered; and

27.6.2 are effective as of the date of the resolution, unless any resolution states otherwise.

27.7 Any minutes of a meeting, or a resolution, signed by the chairperson of the meeting, or by the chairperson of the next meeting of the Board, are evidence of the proceedings of that meeting, or the adoption of that resolution, as the case may be.

27.8 Minutes of all board meetings, resolutions and Directors' declarations shall be kept in accordance with the provisions of section 24.

28 DIRECTORS' COMPENSATION AND FINANCIAL ASSISTANCE

28.1 The Company may pay remuneration to the Directors for their services as Directors in accordance with a special resolution approved by the Company's Shareholders within the previous 2 (two) years, as set out in section 66(8) and (9), and the power of the Company in this regard is not limited or restricted by this Memorandum of Incorporation. [LR10.16(f)]

28.2 Any Director who -

28.2.1 serves on any executive or other committee;

28.2.2 devotes special attention to the business of the Company;

- 28.2.3 goes or resides outside South Africa for the purpose of the Company;
- 28.2.4 otherwise performs or binds himself to perform services which, in the opinion of the Directors, are outside the scope of the ordinary duties of a Director,

may be paid such extra remuneration or allowances in addition to or in substitution of the remuneration to which he may be entitled as a Director, as a disinterested quorum of the Directors may from time to time determine.

- 28.3 The Directors may also be paid all their travelling and other expenses necessarily incurred by them in connection with -

[LR10.16(f)]

- 28.3.1 the business of the Company; and
- 28.3.2 attending meetings of the Directors or of committees of the Directors of the Company.

- 28.4 The Board may, as contemplated in and subject to the requirements of section 45, authorise the Company to provide financial assistance to a Director, Prescribed Officer or other person referred to in section 45(2), and the power of the Board in this regard is not limited or restricted by this Memorandum of Incorporation.

29 INDEMNIFICATION OF DIRECTORS

- 29.1 The Company may –

- 29.1.1 advance expenses to a Director or directly or indirectly indemnify a Director in respect of the defence of legal proceedings, as set out in section 78(4);
- 29.1.2 indemnify a Director in respect of liability as set out in section 78(5); and/or
- 29.1.3 purchase insurance to protect the Company or a Director as set out in section 78(7),

and the power of the Company in this regard is not limited, restricted or extended by this Memorandum of Incorporation.

- 29.2 The provisions of clause 29.1 shall apply *mutatis mutandis* in respect of any former Director, Prescribed Officer or member of any committee of the Board, including the audit committee.

30 **BORROWING POWERS**

30.1 Subject to this Memorandum of Incorporation, the Directors may from time to time exercise all of the powers of the Company to -

30.1.1 borrow for the purpose of the Company such sums as they think fit; and

30.1.2 secure the payment or repayment of any such sums or any other sum, as they think fit, whether by the creation and issue of Securities, mortgage or charge upon all or any of the property or assets of the Company, including any notarial bond.

30.2 For the purposes of clause 30.1, at the time that any new borrowing is authorised by the Company –

30.2.1 the total consolidated liabilities as reflected in the Company's latest published interim or annual consolidated IFRS financial statements;

30.2.2 less any capital repayments made on those liabilities after the balance sheet date;

30.2.3 plus the nominal value of the new debt;

shall not be more than 60% of the total consolidated assets as reflected in the Company's latest audited or reviewed consolidated IFRS financial statements or *pro forma* consolidated balance sheet.

31 **COMMITTEES OF THE BOARD**

31.1 The Board may –

31.1.1 appoint committees of Directors and delegate to any such committee any of the authority of the Board as contemplated in section 72(1); and/or

31.1.2 include in any such committee persons who are not Directors, as contemplated in section 72(2)(a),

and the power of the Board in this regard is not limited or restricted by this Memorandum of Incorporation.

31.2 If and for as long as it is required to do so in terms of the Act, and unless the Company is exempted from doing so by the Tribunal in terms of section 72(5), the Board must appoint a social and ethics committee having the powers and

functions prescribed in terms of section 72 and the Regulations.

- 31.3 If and for as long as any of the Company's Securities are listed on the JSE, the Board shall appoint such Board committees as are required by the JSE Listings Requirements, having such functions and powers as are prescribed by or in terms of the JSE Listings Requirements.
- 31.4 If and for as long as it is required to do so in terms of the Act, the Board must appoint an audit committee having the powers and functions prescribed in terms of section 94 and the Regulations.
- 31.5 The authority of a committee appointed by the Board as contemplated in section 72(2)(b) and (c) is not limited or restricted by this Memorandum of Incorporation.

32 ANNUAL FINANCIAL STATEMENTS

- 32.1 The Company shall keep all such accurate and complete accounting records, in English, as are necessary to enable the Company to satisfy its obligations in terms of –
 - 32.1.1 the Act;
 - 32.1.2 any other law with respect to the preparation of financial statements to which the Company may be subject; and
 - 32.1.3 this Memorandum of Incorporation.
- 32.2 The Company shall each year prepare annual financial statements within 6 (six) months after the end of its financial year, or such shorter period as may be appropriate to provide the required notice of an annual general meeting in terms of section 61(7).
- 32.3 The Company shall appoint an auditor upon, or as soon as reasonably possible after, its incorporation and each year at its annual general meeting. If the Company appoints a firm as its auditor, any change in the composition of the members of that firm shall not by itself create a vacancy in the office of auditor.
- 32.4 The annual financial statements of the Company shall be prepared and audited in accordance with the provisions of section 30.
- 32.5 A copy of the annual financial statements prepared in compliance with the JSE Listings Requirements, must be distributed to Shareholders at least 15 business

days before the date of the annual general meeting of the Company at which such annual financial statements will be considered.

- 32.6 The annual financial statements shall be prepared on a basis that is not inconsistent with any unalterable or non-elective provision of the Act and shall satisfy, as to form and content, the financial reporting standards of IFRS and, subject to and in accordance with IFRS –
- 32.6.1 present fairly the state of affairs and business of the Company and explain the transactions and financial position of the business of the Company;
 - 32.6.2 show the Company's assets, liabilities and equity, as well as its income and expenses and any other prescribed information;
 - 32.6.3 set out the date on which the statements were produced and the accounting period to which they apply; and
 - 32.6.4 bear a prominent notice indicating that the annual financial statements have been audited and the name and professional designation of the person who prepared them.

33 COMPANY SECRETARY

- 33.1 The Company must appoint a company secretary.
- 33.2 The company secretary must have the requisite knowledge of, or experience in respect of, relevant laws and be a permanent resident of the Republic.
- 33.3 The Board must fill any vacancy in the office of company secretary within 60 (sixty) business days after such vacancy arises by a person whom the Directors consider to have the requisite knowledge and experience.

34 DISTRIBUTIONS

- 34.1 Subject to the provisions of the Act, and particularly section 46, the Company may make a proposed distribution if such distribution –
 - 34.1.1 is pursuant to an existing legal obligation of the Company, or a court order; or
 - 34.1.2 is authorised by resolution of the Board,

and in compliance with the JSE Listings Requirements.

[LR10.8]
[LR10.17(a)]

- 34.2 Subject to clause 34.1, the Company, to the extent required, shall comply with the JSE Listings Requirements as regards Real Estate Investment Trusts.
- 34.3 Distributions may be declared either free of or subject to the deduction of income tax and any other tax or duty in respect of which the Company may be chargeable.
- 34.4 No distribution shall bear interest against the Company, except as otherwise provided under the conditions of issue of the Shares in respect of which such distribution is payable.
- 34.5 The Directors may from time to time declare and pay to the Shareholders such interim distributions as the Directors consider to be appropriate.
- 34.6 All unclaimed monies due to Shareholders will be held by or on behalf of the Company in trust for the benefit of the Shareholder concerned until claimed, provided that, subject to the provisions of the Prescription Act, 68 of 1969, as amended from time to time and any other applicable laws of prescription, monies unclaimed for a period of 3 (three) years from the date on which they were declared (or such longer period as may be required under the laws of prescription) may be declared forfeited by the Directors for the benefit of the Company. The Directors may at any time annul such forfeiture upon such conditions (if any) as they think fit. [L.R10.17(c)]
- 34.7 Any distribution, interest or other sum payable in cash to the holder of a Share may be paid by cheque or warrant sent by post and addressed to -
- 34.7.1 the holder at his registered address; or
- 34.7.2 in the case of joint holders, the holder whose name appears first in the Securities Register in respect of the Share, at his registered address; or
- 34.7.3 such person and at such address as the holder or joint holders may in writing direct.
- 34.8 Should the Directors determine that any payments to Shareholders, either all or any of them, is to be made by cheque or warrant, then the Directors shall be entitled to suppress the issue of cheques or warrants with a value lower than R100.00 to any one Shareholder. The unpaid dividend will be retained in the Company's unclaimed dividend account and once the accumulated amount

exceeds R100.00, such payment may be claimed by the Shareholder by submitting a written claim.

34.9 Every such cheque or warrant shall -

34.9.1 be made payable to the order of the person to whom it is addressed; and

34.9.2 be sent at the risk of the holder or joint holders.

34.10 The Company shall not be responsible for the loss in transmission of any cheque or warrant or of any document (whether similar to a cheque or warrant or not) sent by post as aforesaid.

34.11 A holder or any one of two or more joint holders, or his or their agent duly appointed in writing, may give valid receipts for any distributions or other moneys paid in respect of a Share held by such holder or joint holders.

34.12 When such cheque or warrant is paid, it shall discharge the Company of any further liability in respect of the amount concerned.

34.13 A distribution may also be paid in any other way determined by the Directors, including without limitation by means of electronic funds transfer, and if the directives of the Directors in that regard are complied with, the Company shall not be liable for any loss or damage which a Shareholder may suffer as a result thereof.

34.14 Without detracting from the ability of the Company to issue capitalisation Shares, any distribution may be paid wholly or in part -

34.14.1 by the distribution of specific assets; or

34.14.2 by the issue of Shares, debentures or securities of the Company or of any other company; or

34.14.3 in cash; or

34.14.4 in any other way which the Directors may at the time of declaring the distribution determine.

34.15 Where any difficulty arises in regard to such distribution, the Directors may settle that difficulty as they think expedient, and in particular may fix the value which shall be placed on such specific assets on distribution.

34.16 The Directors may -

34.16.1 determine that cash payments shall be made to any Shareholder on the basis of the value so fixed in order to secure equality of distribution; and

34.16.2 vest any such assets in trustees upon such trusts for the benefit of the persons entitled to the distribution as the Directors deem expedient. [LR10.17(b)]

34.17 Any distribution must be made payable to Shareholders registered as at a date subsequent to the date of declaration thereof or the date of confirmation thereof, whichever is the later date.

34.18 Payments to Shareholders shall be made in accordance with the JSE Listings Requirements and must not provide that capital shall be repaid upon the basis that it may be called up again. [LR10.8]

35 ACCESS TO COMPANY RECORDS

35.1 Each person who holds or has a beneficial interest in any Securities issued by the Company is entitled to inspect and copy, without any charge for any such inspection or upon payment of no more than the prescribed maximum charge for any such copy, the information contained in the records of the Company referred to in section 26(1), being –

35.1.1 this Memorandum of Incorporation, and any amendments or alterations thereof;

35.1.2 a record of the Directors, including the details of any person who has served as a Director, for a period of 7 (seven) years after that person has ceased to serve as a Director, and any information relating to such persons referred to in section 24(5);

35.1.3 all –

35.1.3.1 reports presented at an annual general meeting of the Company for a period of 7 (seven) years after the date of any such meeting, provided that no such inspection right shall exist if and to the extent that the Company is not required to, and does not, in fact, hold an annual general meeting; and

35.1.3.2 annual financial statements required by the Act for a period of 7 (seven) years after the date on which each such particular statements were issued;

- 35.1.4 notice and minutes of all Shareholders meetings, including –
 - 35.1.4.1 all resolutions adopted by them, for 7 (seven) years after the date each such resolution was adopted; and
 - 35.1.4.2 any document that was made available by the Company to the holders of Securities in relation to each such resolution;
- 35.1.5 any written communications sent generally by the Company to all holders of any class of the Company's Securities, for a period of 7 (seven) years after the date on which each of such communications was issued; and
- 35.1.6 the Securities Register.
- 35.2 A person not contemplated in clause 35.1 has a right to inspect the Securities Register and the register of Directors of the Company upon payment of an amount not exceeding the prescribed maximum fee for any such inspection.
- 35.3 A person who wishes to inspect the Uncertificated Securities Register may do so only through the Company in terms of section 26 of the Act, and in accordance with the rules of the Central Securities Depository. Within 5 (five) business days after the date of a request for inspection, the Company must produce a record of the Uncertificated Securities Register, which record must reflect at least the details referred to in section 50(3)(b) of the Act at the close of business on the day on which the request for inspection was made.
- 35.4 As provided for in section 26(3), this Memorandum of Incorporation does not establish any information rights of any person in addition to the information rights provided in sections 26(1) and 26(2).

36 RATIFICATION OF ULTRA VIRES ACTS

Unless otherwise agreed with the JSE, the ratification of the Company's actions as provided for in sections 20(2) and 20(6) is prohibited to the extent that such ratification is contrary to the JSE Listings Requirements. [LR10.3]

37 PAYMENT OF COMMISSION

- 37.1 The Company may pay a commission at a rate not exceeding 10% of the issue price of a Security to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any Securities of the Company or for procuring or agreeing to procure, whether absolutely or conditionally, [LR10.14]

subscriptions for any Securities of the Company.

- 37.2 Commission may be paid out of capital or profits, whether current or accumulated, or partly out of the one and partly out of the other.
- 37.3 Such commission may be paid in cash or, if authorised by the Company in general meeting, by the allotment of fully or partly paid-up Shares, or partly in one way and partly in the other.
- 37.4 The Company may, on any issue of Securities, pay such brokerage as may be lawful.

38 NOTICES

- 38.1 All notices intended or required to be given by the Company to any Shareholder of the Company shall be given in writing in any manner authorised by the Regulations and particularly Table CR 3 annexed to the Regulations. All notices shall, in addition to the above, be delivered to the JSE and released through SENS provided that, in the event that the Shares or other Securities of the Company are not listed on the JSE, all the provisions of this Memorandum of Incorporation relating to the publication of notices via SENS shall no longer apply and such notices shall thereafter only be published in accordance with the provisions of the Act. [LR10.11(e)]
[LR10.11(f)]
- 38.2 Any notice of a general meeting shall state the place, day and hour of, and the nature of the business to be transacted at the general meeting.
- 38.3 Notices of general meetings and annual general meetings shall be delivered to all Shareholders entitled to vote at such meeting and who have elected to receive such documents.
- 38.4 Each Shareholder of the Company –
 - 38.4.1 shall notify in writing to the Company an address, which address shall be his registered address for the purposes of receiving written notices from the Company by post and if he has not named such an address he shall be deemed to have waived his right to be so served with notices until such time as that Shareholder notifies the Company in writing of an address, which address shall be his registered address for the purposes of receiving written notices from the Company by post; and

- 38.4.2 may notify in writing to the Company an email address and/or facsimile number, which address shall be his address for the purposes of receiving notices by way of Electronic Communication (and by doing so the Shareholder concerned shall be deemed to have confirmed that notices sent to such address can conveniently be printed by that Shareholder within a reasonable time and at a reasonable cost as contemplated in section 6(10)). [LR10.11(c)]
- 38.5 Any Shareholder whose address in the Securities Register is an address not within South Africa, and who shall from time to time furnish the Company with an address within South Africa at which notices can be served upon him, shall be entitled to have notices served upon him at such address. [LR10.18]
- 38.6 Save as determined in this Memorandum of Incorporation or in the Act, no Shareholder other than a registered Shareholder whose address appears in the Securities Register as being in South Africa, shall be entitled to receive any notice from the Company.
- 38.7 In the case of joint holders of a Security, all notices shall, unless such holders otherwise in writing request and the Directors agree, be given to that Shareholder whose name appears first in the Securities Register and a notice so given shall be deemed sufficient notice to all the joint holders.
- 38.8 Any notice sent by any means permitted in Table CR 3 annexed to the Regulations shall be deemed to have been delivered as provided for that method of delivery in such Table.
- 38.9 Every person who by operation of law, transfer or other means whatsoever becomes entitled to any Security, shall be bound by every notice in respect of that Security which, previously to his name and address being entered in the Securities Register, was given to the person from whom he derives his title to such Security.
- 38.10 Any notice or document delivered or sent by post to or left at the registered address of any Shareholder in pursuance of this Memorandum of Incorporation shall, notwithstanding that such Shareholder was then deceased, and whether or not the Company has notice of his death, be deemed to have been duly served in respect of any Shares, whether held solely or jointly with other persons by such Shareholder, until some other person be registered in his stead as the sole or joint holder thereof, and such service shall for all purposes of this Memorandum of Incorporation be deemed a sufficient service of such notice or document on his

heirs, executors or administrators, and all persons (if any) jointly interested with him in any such Securities.

39 AMENDMENT OF MEMORANDUM OF INCORPORATION

- 39.1 Every provision of this Memorandum of Incorporation is capable of amendment in accordance with sections 16, 17 and 152(6)(b). There is accordingly no provision of this Memorandum of Incorporation which may not be amended as contemplated in sections 15(2)(b) and (c).
- 39.2 This Memorandum of Incorporation may only be altered or amended by way of a special resolution of the ordinary Shareholders in accordance with section 16(1)(c), except if such amendment is in compliance with a Court order as contemplated in sections 16(1)(a) and 16(4).
- 39.3 An amendment of this Memorandum of Incorporation will take effect from the later of –
- 39.3.1 the date on, and time at, which the Commission accepts the filing of the notice of amendment contemplated in section 16(7); and
- 39.3.2 the date, if any, set out in the said notice of amendment,
- save in the case of an amendment that changes the name of the Company, which will take effect from the date set out in the amended registration certificate issued by the Commission.
- 39.4 In the circumstances where the Memorandum of Incorporation is proposed to be amended to remove or eliminate a specific inconsistency or contravention of the Act, which provision of this Memorandum of Incorporation is void in terms of section 15(1)(b) or could be declared void by a court of law in terms of section 218(1) the shareholders undertake not to object to that amendment on the grounds contemplated in section 164(2)(a) or demand that the company pay the shareholder fair value for all of the Shares held by that person, in terms of section 164.
- 39.5 Save as set out in clause 39.2 above, this Memorandum of Incorporation is not capable of amendment by any other method. The provisions of section 16(1)(b) shall accordingly not apply to this Memorandum of Incorporation, nor shall any other alterable provisions of the Act which permit a method of altering or

amending the Memorandum of Incorporation not set out in clause 39.2 above, apply to this Memorandum of Incorporation.

40 WINDING UP

40.1 If the Company be wound up, the assets remaining after payment of the debts and liabilities of the Company and the costs of the liquidation shall be applied as follows -

40.1.1 to repay to the Shareholders the amounts paid up on the Shares respectively held by each of them; and

40.1.2 the balance (if any) shall be distributed among the Shareholders in proportion to the number of ordinary Shares respectively held by each of them,

provided that the provisions of this clause shall be subject to the rights of the holders of Shares (if any) issued upon special conditions.

40.2 In a winding-up, any part of the assets of the Company, including any shares or securities of other companies may, with the sanction of a special resolution of the Company, be paid to the Shareholders of the Company *in specie*, or may, with the same sanction, be vested in trustees for the benefit of such Shareholders, and the liquidation of the Company may be closed and the Company dissolved.

41 COMPANY RULES

The Board is prohibited from making, amending or repealing any rules as contemplated in section 15(3) and the Board's capacity to make, amend or repeal such rules is hereby excluded. [LR10.4]

