

This is the new memorandum of incorporation which was submitted to and adopted by special resolution passed by the shareholders of the company at Johannesburg on 15 April 2013.

CHAIRMAN

REPUBLIC OF SOUTH AFRICA

COMPANIES ACT, 2008

MEMORANDUM OF INCORPORATION

OF

BUSINESS PARTNERS LIMITED

which is referred to in the rest of this Memorandum of Incorporation as "**the Company**".

The standard form of Memorandum of Incorporation for a Profit Company referred to in Regulation 15(1)(b) and in Annexure 1 of the Companies Regulations, 2011, as amended from time to time, shall not apply to the Company.

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1. Interpretation

In this Memorandum of Incorporation ("**the Memorandum**") and unless contrary to the context –

- 1.1 "**the Act**" means the Companies Act 71 of 2008, and any regulations published thereunder from time to time, all as amended or replaced from time to time;
- 1.2 "**Electronic Communication**" has the meaning set out in the Electronic Communications and Transactions Act;
- 1.3 "**Electronic Communications and Transactions Act**" means the Electronic Communications and Transactions Act No. 25 of 2002, as amended or replaced from time to time;
- 1.4 "**Ordinary Shares**" bears the meaning ascribed to it in article 4.1;
- 1.5 "**Ordinary Shareholder**" means the holder of Ordinary Shares from time to time;
- 1.6 "**Republic**" means the Republic of South Africa;
- 1.7 "**Transfer Office**" means the transfer office of the Company as advised by the Company from time to time;
- 1.8 a reference to an article by number refers to an article of this Memorandum;
- 1.9 a reference to a section by number refers to the corresponding section of the Act;
- 1.10 a reference to a regulation by number refers to the corresponding regulation of the Companies Regulations, 2011;
- 1.11 capitalised words in this Memorandum bear the same meanings as in the Act, unless excluded by the subject or the context, or this Memorandum provides otherwise; and
- 1.12 words importing any one gender include the other two genders, the singular includes the plural and *vice versa*, and natural persons include artificial persons and *vice versa*.



2. Purpose and powers of the Company

2.1 The Company is incorporated as a public company as defined in the Act.

2.2 The purpose of the Company is, on a sustainable basis, to –

2.2.1 play a developmental role in the small and medium business sector and to be interested, either through direct investment or through the management of funds, in small and medium enterprises;

2.2.2 finance small and medium business undertakings, premises and infrastructure by the provision of share and loan capital on a short, medium and long-term basis;

2.2.3 provide technical assistance and other value adding services to the small and medium business sector; and

2.2.4 promote private enterprise,

in Southern Africa and other regions of the world.

2.3 The Company is not subject to any restrictive conditions or limitations as contemplated in sections 15(2)(b) or (c) of the Act.

2.4 The Company shall have all the powers and capacity as contemplated in section 19(1)(b) of the Act.

3. Alterations or amendments to this Memorandum

3.1 This Memorandum may only be altered or amended in a manner prescribed by the Act; provided, however, that notwithstanding anything to the contrary, the Board shall not have the power or authority to amend this Memorandum as contemplated under sections 36(3) and (4) of the Act.

3.2 If the Memorandum is altered in accordance with section 17(1) in order to correct a patent error in spelling, punctuation, reference, grammar or similar defect on the face of the document, then the Company must publish a notice of alteration of the Memorandum, and shall deliver a copy of the relevant alterations to each Shareholder by ordinary mail and/or by publishing the relevant alterations on the Company's website.



3.3 The Board shall not have the authority to make Rules for the Company as contemplated in section 15(3) to (5) and the powers of the Directors are restricted accordingly.

4. **Authorisation for Shares**

4.1 The authorised share capital of the Company consists of, and the Company is authorised to issue no more than, 400 000 000 ordinary par value Shares of R1.00 each ("**Ordinary Shares**").

4.2 Except to the extent that the Act provides otherwise, each Ordinary Share has associated with it one general voting right, which shall be exercisable on every matter that may be decided by Shareholders.

4.3 Upon the dissolution of the Company, the holders of Ordinary Shares shall be entitled to participate in the residual value of the Company *pro rata* to their Ordinary Shareholding in the Company.

4.4 The Ordinary Shares rank *pari passu* in all other respects.

5. **Authority to alter authorised Shares**

5.1 The Board shall not have any of the powers contained in sections 36(2)(b) and 36(3) nor shall the Board have the powers to take any action specified in article 5.2.

5.2 The Shareholders shall, by way of a Special Resolution amending this Memorandum, have the sole authority to undertake the following actions:

5.2.1 increase or decrease the number of authorised but unissued Shares of any class;

5.2.2 create any new class or classes of authorised but unissued Shares;

5.2.3 consolidate and/or sub-divide any or all –

5.2.3.1 authorised but unissued Shares of any class; and

5.2.3.2 issued Shares of any class, provided that the holders of 75% of the number of the issued Shares so consolidated or sub-divided, confirm the change in writing or by resolution;



- 5.2.4 reclassify all or any Shares that have been authorised but not issued;
 - 5.2.5 classify all or any unclassified Shares that have been authorised but are not issued;
 - 5.2.6 determine the preferences, rights, limitations and other terms of all or any Shares that have been authorised but not issued;
 - 5.2.7 vary the rights of any unissued Shares,

subject to article 5.3.
- 5.3 If at any time the Memorandum authorises different classes of Shares, the rights attaching to any class may (unless otherwise provided by the terms of that class) only be varied with the consent in writing of the holders of not less than 75% of the issued Shares of that class or the sanction of a Special Resolution passed at a separate general meeting of the holders of Shares of that class.

6. Issue of Shares and options

- 6.1 Subject to article 7 and sections 40 and 41, the Board may resolve to issue Shares at any time, but only within the classes and to the extent that the Shares have been authorised by or in terms of the Memorandum, in accordance with section 36; provided that the Board may only issue Shares with the sanction of a Special Resolution passed at a separate general meeting of the holders of the Shares concerned.
- 6.2 Shares may only be issued in certificated form in accordance with article 10.
- 6.3 The Board may, in accordance with section 42 but subject, *mutatis mutandis*, to sections 40 and 41 and articles 6.1 and 7, issue options to subscribe for authorised Shares or other Securities of the Company.

7. Pre-emptive rights on the issue of Shares

- 7.1 If the Company proposes to issue any Shares (other than any Shares to be held under an Employee Share Scheme or to be issued as Consideration for the acquisition of assets), such Shares shall not be allotted or issued to any person unless the Company has first offered them to all the holders of Shares of that particular class (the "**Offeree Shareholders**") on the date of



the offer, on the same terms and at the same price as the Shares are proposed to be offered to other persons, on a *pro rata* basis to the number of Shares of that particular class held by the Offeree Shareholders. The offer –

- 7.1.1 shall be in writing, shall be open for acceptance for a period of 15 Business Days from the date of the offer and shall give details of the number and subscription price of the relevant Shares of that particular class and any other relevant conditions attached to the proposed offer; and
- 7.1.2 may stipulate that any Offeree Shareholder who wishes to subscribe for a number of Shares of that particular class in excess of the proportion to which he/she/it is entitled shall, in his/her/its acceptance, state the number of excess Shares of that particular class ("**Excess Shares**") for which he/she/it wishes to subscribe.
- 7.2 In exercising his/her/its right under article 7.1, an Offeree Shareholder may subscribe for fewer Shares of that particular class than he/she/it is entitled to under the offer.
- 7.3 Any Shares of that particular class not accepted by Offeree Shareholders pursuant to the offer made to them in accordance with article 7.1 shall be used for satisfying any requests for Excess Shares made pursuant to article 7.1.2. If there are insufficient Excess Shares to satisfy such requests, the Excess Shares shall be allotted to the Offeree Shareholders who requested Excess Shares *pro rata* to the number of Shares of that particular class held by them immediately before the offer was made to Shareholders in accordance with article 7.1 (as nearly as possible without increasing the number of Excess Shares allotted to any Shareholder beyond that applied for by him/her/it). After that allotment, any Excess Shares remaining shall be offered to any other person as the Directors may determine, at the same price and on the same terms as the offer to the Shareholders, such offer not to expire later than 90 days after the Shares were first offered to the Offerree Shareholders in accordance with article 7.1 .
- 7.4 If as a result of any corporate action, any Shareholder becomes entitled to a fraction of a Share, the Board may aggregate such fractions and sell such number of Shares as are constituted by such fractions, and after deducting the expenses of such sale, distribute the balance of the proceeds of the sale



amongst the Shareholders entitled to the fractions in proportion to their entitlement.

8. Debt instruments

The Board may, if authorised thereto by a Special Resolution, authorise the issue of secured or unsecured debt instruments at any time as contemplated in, and subject to, section 43(2), provided that the debt instruments issued pursuant to the aforesaid authority may only grant such special privileges as are specified in the relevant authorising Special Resolution.

9. Securities Register

9.1 In the case of any certificated Share registered in the names of two or more persons as joint holders, the person first named in the register of the Company's issued Securities required to be established and maintained in accordance with the provisions of the Act (the "**Securities Register**"), shall, save as may otherwise be provided in this Memorandum, be the only person recognised by the Company as having any title to such Share and to the related certificate of title.

9.2 Upon the death, insolvency or placing under curatorship by reason of insanity or prodigality of any joint holder of any certificated Share, the sole remaining holder or the first named of two or more remaining joint holders, as the case may be, shall be the only person recognised by the Company as having any title to such Share.

10. Certificates evidencing Shares

10.1 The certificates evidencing any certificated Shares ("**Certificates**") shall be issued in such manner and form as the Board may prescribe from time to time, provided that the requirements of the Act and the Memorandum regarding such Certificates are met.

10.2 The Board shall authorise two persons to issue and sign Certificates.

10.3 The Company shall within 40 Business Days after the allotment of any certificated Shares or within 30 Business Days after the lodgement of an instrument of transfer for any certificated Shares have ready for delivery the relevant Certificate.



- 10.4 Every person to whom certificated Shares are issued and whose name is entered in the Securities Register shall be entitled to one Certificate for all the certificated Shares registered in his/her/its name, or to several Certificates, each for a part of such certificated Shares.
- 10.5 Every certificated Shareholder shall be entitled to one Certificate free of charge but for every subsequent Certificate the Board may levy such charge as it may from time to time think fit, provided that if a Certificate is defaced, lost or destroyed, a replacement Certificate shall be issued against payment of such reasonable fee, if any, and provided that the Shareholder concerned has, if so required by the Company, provided the Company with –
- 10.5.1 proof, to the satisfaction of the Company, of such defacement, loss or destruction; and
- 10.5.2 an indemnity, to the satisfaction of the Company, in terms of which the Company, the Directors, Prescribed Officers and employees of the Company are indemnified against any loss or damage that may arise out of or in connection with the issue of the replacement Certificate.
- 10.6 A Certificate for certificated Shares registered in the names of two or more persons shall be delivered to the person first-named in the Securities Register as a holder thereof, and delivery of a Certificate for a Share to that person shall be a sufficient delivery to all joint holders of that certificated Share.

11. Transfer and transmission of Shares

- 11.1 Shares shall be transferable subject to the provisions of the laws for the time being in force relating to taxation or duty upon the estates of deceased persons, and to any other statutory restrictions on transfer and the provisions of this Memorandum.
- 11.2 The instrument of transfer of any certificated Shares shall be signed by or on behalf of the transferor and the transferor shall be deemed to remain the holder of such certificated Shares until the name of the transferee is entered in the Securities Register in respect thereof.



- 11.3 The instrument of transfer of any certificated Shares shall be in writing in the usual common form or in such other form as the Board may from time to time determine.
- 11.4 Every instrument of transfer shall be delivered to the Transfer Office for registration, accompanied by the Certificate of the Shares being transferred and/or such other evidence as the Company may require to prove the title of the transferor or his/her/its rights to transfer the certificated Shares, where both the instrument of transfer and such documents shall remain.
- 11.5 All authorities to sign transfer deeds granted by Shareholders for the purpose of transferring certificated Shares, which have been lodged, produced or exhibited with or to the Company Secretary or any of his/her/its duly authorised representatives shall, as between the Company and the grantor of such authorities, be deemed to continue and remain in full force and effect, and the Board may allow such deeds to be acted upon, until express written notice of its revocation is lodged at the Registered Office. Even after the lodging of such notice of revocation, the Company shall be entitled to give effect to any instrument of transfer signed under the authority to sign prior to the lodging of such notice of revocation.
- 11.6 The parent or guardian of a minor, the executor or administrator of a deceased certificated Shareholder, the trustee of an insolvent certificated Shareholder or the *curator bonis* of any mentally incapacitated or prodigal certificated Shareholder or any person duly appointed by competent authority to represent or act for any certificated Shareholder shall, subject to the provisions of articles 9.1 and 9.2 regarding joint holders, be the only person recognised by the Company as having any title to any certificated Share registered in the name of such certificated Shareholder, including for voting purposes.
- 11.7 A person who submits proof of his/her appointment as the executor, administrator, trustee, curator or guardian in respect of the estate of a deceased certificated Shareholder or the estate of a certificated Shareholder whose estate has been sequestrated or who is otherwise under a disability or of his/her appointment as the liquidator of any body corporate which is a certificated Shareholder shall be entered in the Securities Register *nomine officii*, and shall thereafter, for all purposes, be deemed to be a certificated Shareholder.



12. **Acquisition by the Company or a Subsidiary of the Company's Shares**

The Company may not acquire its own Shares, nor may a Subsidiary of the Company acquire Shares of the Company, unless such acquisition has been approved by Shareholders by way of a Special Resolution.

13. **Distributions and other payments**

- 13.1 Subject to the provisions of sections 46 and 59, the Board may from time to time authorise a Distribution.
- 13.2 Distributions shall be payable to Shareholders registered as such on the Record Date determined by the Board in accordance with the Act and shall be paid on a date determined by the Board.
- 13.3 Distributions payable in monetary form shall be authorised in the currency of the Republic.
- 13.4 No Distribution shall carry interest as against the Company.
- 13.5 Any Distribution authorised by the Board as contemplated in section 46, may be paid and satisfied either wholly or in part by the distribution of specific assets or in cash or in one or more of such ways, subject to the provisions of the Act, as the Board at the time of authorising the Distribution may determine and direct. In addition, if as a result of the authorisation of a Distribution any Shareholders become entitled to fractions of any specific assets of the Company, the Directors may sell the assets represented by such fractions and, after deducting the expenses of such sale, distribute the balance of the proceeds of the sale amongst the Shareholders entitled to the fractions in proportion to their entitlement.
- 13.6 The Board may, from time to time, authorise the payment to the Shareholders, on account of the next forthcoming Distribution, such interim Distribution as in their judgment the position of the Company justifies.
- 13.7 In the case where several persons are registered as the joint holders of any Shares, any one of such persons may give effective receipts for all Distributions and payments on account of Distributions in respect of such Shares.



- 13.8 All cash Distributions, interest or other moneys payable to a Shareholder may be paid by electronic transfer into the bank account nominated by the Shareholder, or by cheque or otherwise as the Directors may from time to time determine. Payment by electronic transfer into the bank account nominated by the Shareholder or, in the case of joint Shareholders, into the bank account nominated by the Shareholder whose name stands first in the Securities Register in respect of the Shares, shall be a good discharge by the Company in respect thereof. Cheques may be sent by post to the last registered address of the Shareholder entitled thereto (as recorded in the Securities Register) or any other address requested by him/her/it, or, in the case of joint Shareholders, to that one of them first named in the Securities Register in respect of such joint Shareholdings, and the payment of such cheque shall be a good discharge by the Company in respect thereof. For the purpose of this article 13, no notice of change of registered address or instructions for payment to be made at any other address or into any other bank account, which is received by the Company between the Record Date for the Distribution and the date of payment of the Distribution (both dates inclusive), shall become effective until after such date of payment.
- 13.9 The Company shall not be responsible for the loss in transmission of any cheque or other document sent through the post either to the registered address of any Shareholder or to any other address requested by him/her/it or for the loss or misdirection of any electronic transfer, and accordingly, every such payment sent by post or made by electronic transfer shall be made at the risk of such Shareholder or joint Shareholders.
- 13.10 Subject to article 13.11, all unclaimed Distributions payable to a Shareholder may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed.
- 13.11 The Company shall be entitled, at any time, to delegate its obligations to any Shareholder in respect of unclaimed Distributions to any one of the Company's bankers from time to time.
- 13.12 Distributions unclaimed for a period of not less than three years from the date on which such Distributions became payable may be declared forfeited by the Directors for the benefit of the Company.



14. Shareholders' meetings

- 14.1 The Board may call a meeting of Shareholders at any time and must call a meeting of Shareholders as contemplated in section 61(3).
- 14.2 The Company authorises the Company Secretary to call a Shareholders' meeting in the circumstances where the Company is unable to convene a Shareholders' meeting because it has no directors or because its directors are incapacitated.
- 14.3 Shareholders' meetings shall only be held in the Republic. The Board may determine the location within the Republic where any Shareholders' meeting shall be held.
- 14.4 The chairperson of the Board shall chair Shareholders' meetings; provided that, if (i) there is no chairperson, (ii) the chairperson has notified his/her inability to attend a meeting, (iii) the chairperson is not present within 15 minutes of the time appointed for the commencement of the meeting or (iv) the chairperson is unwilling to preside as chair of the meeting, the Shareholders present and represented who are entitled to exercise voting rights in relation to the Company shall elect another Director to chair the meeting. If no Director is present or if none of the Directors present are willing to chair the meeting, the said Shareholders shall elect one of their own to be the chairperson.
- 14.5 A person wishing to attend or participate in a Shareholders' meeting (whether as a proxy or Shareholder), must present reasonably satisfactory identification to the Company Secretary or scrutineer appointed by the Company for such purpose at least 15 minutes before the start of the meeting stipulated in the notice of the meeting. In the case of any dispute arising in respect of the right of a person to attend and vote at a meeting, the chairperson shall determine such dispute, which determination by the chairperson in good faith shall be final and conclusive. For the purposes of this article 14.5, the following forms of identification shall be "reasonably satisfactory": an original or certified copy of a person's identity document, passport or driver's licence. In the event that the identification process is not completed by the time that the meeting is scheduled to begin (in accordance with the notice of meeting delivered to Shareholders), the commencement of



the meeting shall be delayed for a further period of 15 minutes to allow for the identification process to be completed.

15. Notice and quorum

- 15.1 A notice of a Shareholders' meeting must be delivered to each Shareholder who is entitled to exercise voting rights in relation to the Company as of the Record Date for the meeting, in the form prescribed by the Act, at least 15 Business Days before the meeting.
- 15.2 Unless the Board sets a Record Date for the delivering of the notice in respect of a particular Shareholders' meeting, the applicable Record Date will be 10 Business Days prior to the latest date by which the Company is required to give Shareholders notice of that meeting.
- 15.3 If the Company has more than two Shareholders who are entitled to exercise voting rights in relation to the Company, a Shareholders' meeting may not begin, nor may a matter be tabled for consideration and voting purposes, unless at least three Shareholders who are entitled to exercise voting rights in relation to the Company are present. In addition to the aforementioned requirements, a Shareholders' meeting may not begin until holders of at least 25% of all the voting rights entitled to be exercised in respect of any one matter are present in the manner prescribed by the Act. Furthermore, no matter may be tabled for consideration and voting purposes until holders of at least 25% of all voting rights entitled to be exercised in respect of that matter are present in a manner prescribed by the Act. .

16. Adjournment of Shareholders' meetings

- 16.1 If a quorum is not present within 30 minutes from the appointed time for a meeting to begin, or if the quorum for consideration of a particular matter has not been satisfied and there is no other business on the agenda of the meeting, or if at any time during a meeting, the chairperson determines that a quorum is no longer present, the meeting will, without any further motion or vote being required, be adjourned for one week to the same time, or if that day is not a Business Day, to the next succeeding Business Day. The Company is not required to give further notice of a meeting that is adjourned unless the location for the meeting is different from the location of the adjourned meeting or a location announced at the time of adjournment.



- 16.2 The 30 minutes limit specified in article 16.1 may be extended by the chairperson of the Shareholders' meeting as prescribed by section 64(5).
- 16.3 No business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting which was adjourned.

17. Voting

- 17.1 Save as is otherwise expressly provided by the Act or by this Memorandum, all questions, matters and resolutions arising at or submitted to any general meeting shall be decided by an Ordinary Resolution and shall in the first instance be decided by a show of hands. The chairperson will not have a casting vote in addition to any vote he/she may have by virtue of being a Shareholder.
- 17.2 Subject to the provisions of the Act, at any general meeting, unless a poll is demanded, a declaration by the chairperson that a resolution has been carried, or carried by a particular majority, or lost, or not carried by a particular majority, shall be final and an entry to that effect in the minute book of the Company shall be conclusive evidence of the fact.
- 17.3 If a poll is demanded (whether pursuant to the circumstances contemplated under section 63(7) or if so required by the chairperson), it shall be taken in such manner and at such place and time (either immediately or after an interval or adjournment) as the chairperson of the meeting directs. The demand for a poll may be withdrawn. Scrutineers shall be appointed by the chairperson to count the number and percentage of votes in favour of and against the proposed resolution, as well as any abstentions, and to declare the result of the poll, and their declaration, which shall be announced by the chairperson of the meeting, shall be deemed to be the resolution of the meeting at which the poll was demanded. In case of any dispute as to the admission or rejection of a vote, the chairperson of the meeting shall determine the dispute and the determination of the chairperson made in good faith shall be final and conclusive.
- 17.4 The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.



- 17.5 When there are joint registered holders of any Shares any one of such persons may vote at any meeting in respect of such Shares as if he/she/it were solely entitled thereto, but if more than one of such joint holders is present or represented at any meeting, that joint holder whose name appears first in the Securities Register in respect of such Shares or his/her/its proxy, as the case may be, shall alone be entitled to vote in respect of such Shares. Several executors or administrators of a deceased Shareholder in whose name any Shares stand shall for the purpose of this article be deemed joint holders thereof.
- 17.6 The parent or guardian of a minor, the executor or administrator of a deceased certificated Shareholder, the trustee of an insolvent Shareholder and the curator bonis of a mentally incapacitated or prodigal Shareholder, may vote at any Shareholders' meeting in the same manner as if he/she were the registered holder of those Shares; provided that during the Business Day immediately preceding the date of the meeting at which he/she proposes to vote he/she satisfies the Directors that he/she is such parent, guardian, executor, administrator, trustee or curator or that the Directors have previously admitted his/her right to vote in respect of those Shares.
- 17.7 On a poll, a person entitled to more than one vote need not, if he/she votes, use all his/her votes or cast all the votes he/she uses in the same way.

18. Shareholders' resolutions

- 18.1 For an Ordinary Resolution to be approved by Shareholders, it must be supported by more than 50% of the voting rights exercised in respect of that resolution.
- 18.2 For a Special Resolution to be approved by Shareholders, it must be supported by at least 75% of the voting rights exercised in respect of that resolution.
- 18.3 The Board may propose any resolution to be considered by Shareholders and may determine whether that resolution will be considered and voted on at a meeting of Shareholders or voted on in writing in accordance with section 61 of the Act.



- 18.4 Any two Shareholders may propose a resolution concerning a matter in respect of which they are entitled to exercise voting rights and may require that the resolution be considered at a meeting of Shareholders or by written vote in terms of section 60.

19. Proxies

- 19.1 A Shareholder may not appoint two or more persons concurrently as proxies, but may appoint two or more persons as proxies in the alternate.
- 19.2 A proxy may not delegate his/her authority to act on behalf of a Shareholder to another person.
- 19.3 A proxy may exercise, or abstain from exercising, any voting right of a Shareholder without direction from the Shareholder as to how the voting right should be exercised (or not as the case may be), except to the extent that the instrument appointing the proxy provides otherwise.
- 19.4 The proxy instrument or other authority appointing a proxy shall be deposited at the Company's Registered Office or at the Transfer Office as specified in the relevant notice despatched in respect of such Shareholders' meeting, at least 48 hours prior to the day of the meeting or the adjourned meeting at which such proxy intends to vote or at such place or within such time as the Directors may from time to time direct and unless such instrument or authority is so deposited such proxy shall not be entitled to attend and/or vote at the meeting. The chairperson of the meeting has the discretion to accept a proxy instrument by way of a fax transmission.
- 19.5 A vote given by a proxy in accordance with the terms of the instrument appointing him/her shall be valid notwithstanding the previous death or insanity of the principal, or revocation of the authority, unless notice in writing of the death, insanity or revocation has been received by the Company before the meeting concerned.

20. Directors

20.1 composition of the Board

- 20.1.1 Until the first annual general meeting of Shareholders held after the adoption of the Company's new Memorandum (which is or was adopted in or about April 2013), the Board shall comprise of not less



than 5 Directors and not more than 15 Directors. Thereafter the Board shall comprise of not less than 5 Directors and not more than 14 Directors. The maximum number of Directors serving on the Board from time to time pursuant to this article 20.1.1 shall be subject to the provisions of article 20.1.4. No Alternate Directors may be appointed or elected.

20.1.2 The Shareholders may by Ordinary Resolution at an annual general meeting of Shareholders elect a maximum of 6 Directors to the Board. Any Shareholder duly qualified to be present and vote at an annual general meeting of Shareholders for which notice is given who wishes to nominate any person for election to the position of Director shall at least 30 days and not more than 60 days prior to the day appointed for the annual general meeting give written notice of such nomination to the Company Secretary, together with the relevant person's resumé, information prescribed by the Act and written consent to be appointed as a Director. If approved by Ordinary Resolution, such person shall then be appointed as a Director. If a vacancy arises on the Board as a result of the Shareholders not electing the maximum number of 6 Directors or the number of Directors so elected at any time falling below 6, as contemplated in this article 20.1.2, then the Directors shall have the power at any time and from time to time to appoint any person who satisfies the requirements for election as a Director to fill the vacancy and serve as a Director on a temporary basis until the vacancy has been filled by election by Ordinary Resolution of Shareholders, but always so that the number of Directors appointed in terms of this article 20.1.2 shall not exceed 6. Directors appointed in terms of this article 20.1.2 shall retire by rotation as follows:

20.1.2.1 at the annual general meeting of the Shareholders held in each year, one-third of the Directors elected in terms of article 20.1.2, or if their number is not a multiple of 2 then the number nearest to, but not less than one-third, shall retire from office. The Directors so to retire shall be firstly those who retire voluntarily at the annual general meeting of Shareholders and secondly those who have been longest in office since their last election; provided that, in the event of Directors of equal seniority, the Directors to retire shall in



the absence of agreement among them, be selected from among them by lot by the Company's auditors;

20.1.2.2 notwithstanding anything to the contrary, if at the date of any annual general meeting of the Shareholders any Director appointed in terms of article 20.1.2 who will have held office for a period of 3 years since his/her appointment by election, shall retire at such meeting, either in pursuance of the provisions of article 20.1.2.1 or in addition thereto;

20.1.2.3 retiring Directors may be re-elected in accordance with the provisions of article 20.1.2; and

20.1.2.4 a retiring Director shall act as a Director throughout the meeting at which he/she retires.

20.1.3 In addition to article 20.1.2, but subject to article 20.1.4:

20.1.3.1 every Shareholder holding an aggregate of 10% of the total voting rights exercisable by all Shareholders (other than such voting rights in respect of which an appointment is made in terms of article 20.1.3.2) shall be entitled to appoint one Director for every such 10% of the total voting rights exercisable by all Shareholders so held;

20.1.3.2 any number of Shareholders who collectively hold an aggregate of 10% of the total voting rights exercisable by all Shareholders (other than the voting rights in respect of which an appointment is made in terms of article 20.1.3.1) shall collectively be entitled to appoint one Director for every such 10% of the total voting rights exercisable by all Shareholders so held collectively;

20.1.3.3 any Shareholder or any number of Shareholders collectively entitled to appoint a Director in terms of this article 20.1.3 shall give written notice of such appointment to the Company Secretary, together with the relevant person's resumé, information prescribed by the Act and written consent to be appointed as a Director and such person shall then be appointed as a Director, upon which the Company Secretary shall notify the Directors of such appointment; and



- 20.1.3.4 the maximum number of Directors appointed in terms of this article 20.1.3 shall be 10.
- 20.1.4 Notwithstanding any article to the contrary, at least 50% of the Directors on the Board at any given time shall have been elected by the Shareholders. The Board may from time to time, so as to enable Shareholders to appoint Directors in terms of article 20.1.3, increase the maximum number of Directors permitted to serve on the Board as contemplated in article 20.1.1; and/or, so as to ensure compliance with the provisions of this article, increase the maximum number of Directors that may be elected in terms of article 20.1.2 (and may also determine when such increased number of Directors elected in terms of article 20.1.2 are required to retire by rotation).
- 20.1.5 In any election of Directors pursuant to this Memorandum, the election is to be conducted as a series of votes as contemplated in section 68(2), unless Shareholders resolved unanimously to elect Directors in a single block election.
- 20.1.6 The Board may elect a chairperson to hold office for a period of one year or less. The chairperson shall not be an executive director of the Company.
- 20.1.7 A Director shall not be obliged to hold any Shares to qualify as a Director.
- 20.1.8 A Director shall cease to hold office as such:
- 20.1.8.1 if by notice in writing he/she resigns from such position;
- 20.1.8.2 when he/she attains the age of 70 years, provided that a disinterested quorum of the Board may resolve that such requirement is waived from time to time for a period of not more than 12 months at a time, in respect of any Director/s;
- 20.1.8.3 as soon as the Shareholder, or Shareholders in the aggregate, whichever applicable, by whom the Director was appointed shall (i) have lost the right to appoint the Director concerned, as a result of no longer holding the requisite number of voting rights as



contemplated in article 20.1.3, or (ii) have revoked the appointment of the Director concerned;

20.1.8.4 if he/she is absent from Board meetings for 2 consecutive Board meetings or 6 consecutive months without leave of the Board and the Board resolves that the office be vacated, provided that the directors shall have power to grant any director leave of absence for any or an indefinite period;

20.1.8.5 if he/she becomes prohibited from being a Director by virtue of the provisions of the Act or any other legislation; or

20.1.8.6 if he/she is removed from office in terms of article 20.5.

20.2 **managing Director and executive Directors**

20.2.1 The Directors may, from time to time, appoint one or more of their number or, alternatively, one or more in addition to their number, as determined by the Directors from time to time, to be managing Director of the Company, or to be an executive Director (with or without specific designation) of the Company, and may from time to time terminate this appointment as a managing or executive Director (as the case may be) and appoint another in his/her or their place or places. In addition to the managing Director, no more than 2 Directors may hold executive offices.

20.2.2 The managing Director and any other executive Director appointed by the Directors in terms of article 20.2.1 shall serve as a Director on a temporary basis until such appointment is confirmed by an election of the Shareholders, by way of an Ordinary Resolution, at the first annual general meeting following such appointment or, if necessary, sooner either at a shareholders' meeting called for the purpose of electing such Director/s or by a written polling of Shareholders as contemplated in section 60(3).

20.2.3 At the general meeting of the Shareholders called for the purpose of adopting this Memorandum (which is/was held in or about April 2013) and upon or as soon as possible following the adoption of this Memorandum, the managing Director and any other executive Director (whether appointed in terms of article 20.2.1 or otherwise previously



appointed) shall retire from office, but shall be eligible for election by Shareholders.

20.2.4 Directors appointed in terms of article 20.2.1 shall be subject to the same provisions as to removal as the other Directors.

20.2.5 Should the employment contract of a Director appointed in terms of article 20.2.1 be terminated for whatsoever reason, he/she shall immediately be deemed to have resigned as a Director of the Company.

20.2.6 A managing or executive Director appointed in terms of article 20.2.1 may be paid such remuneration in respect of such executive office held as may be determined by a disinterested quorum of the Directors; provided that such remuneration shall not exceed a reasonable maximum in each year.

20.2.7 The Directors may from time to time entrust and confer upon a managing Director or other executive Director for the time being such of the powers and authorities vested in them as they think fit, and may confer such powers and authorities for such time and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as they may think expedient and they may confer such powers and authorities either collaterally with, or to the exclusion of, and in substitution for, all or any of the powers and authorities of the directors in that behalf and may from time to time revoke, withdraw, alter or vary all or any of such powers and authorities.

20.3 **remuneration of Directors**

20.3.1 Subject to section 66(9), the Directors shall be entitled to be paid such remuneration for their services as directors as the Company in general meeting determines from time to time, provided that such remuneration shall be paid only in accordance with a Special Resolution approved by Shareholders within the previous two years.

20.3.2 Any Director, other than an executive Director, who serves on a committee, or who devotes special attention to the business of the Company, or who otherwise performs services which, in the opinion of the Board, are outside the scope of the ordinary duties or services of a



Director, may be paid such extra remuneration (in addition to the remuneration he/she may be entitled to for his/her services as a Director), provided that such amount shall be limited to a reasonable maximum to be fixed by a disinterested quorum of the Directors and subject to the provisions of the Act.

20.4 ineligibility and disqualification of Directors, Prescribed Officers, and Board and audit committee members

A Director, Prescribed Officer, Board committee member, or audit committee member, who becomes ineligible or disqualified to hold office under the Act or this Memorandum, ceases to hold such office with immediate effect, subject to section 70(2).

20.5 removal of Directors

20.5.1 Subject to section 71, a Director may be removed before the expiration of his/her period of office by:

20.5.1.1 an Ordinary Resolution adopted at a Shareholders' meeting by the persons entitled to exercise voting rights in an election of that Director; and/or

20.5.1.2 by a Board resolution as contemplated in section 71(3) if the Company has more than two Directors.

20.6 proceedings of Directors

20.6.1 The chairperson of the Board or the Company Secretary or a Director, if so authorised by the Board, may call a meeting of the Board at any time. The chairperson of the Board or the Company Secretary or a Director, if so authorised by the Board, must call a Board meeting if requested to do so by at least 25% of the number of the Directors (in the case of the Board having at least 12 serving Directors), or by at least 2 Directors (in the case of the Board having less than 12 serving Directors).

20.6.2 A Board meeting may be conducted entirely by Electronic Communication or one or more participants may participate using Electronic Communication, provided that the Electronic Communication employed ordinarily enables participants in the meeting to



communicate concurrently with each other without an intermediary and to participate effectively in the meeting.

- 20.6.3 The Directors may regulate their meetings as they think fit. Subject to section 73(5)(a), a notice of Directors' meeting must be delivered to each Director.
- 20.6.4 The lesser of 5 directors or half of the number of Directors from time to time (the majority who shall be non-executive Directors) shall form a quorum. A Board meeting at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions by or under this Memorandum for the time being vested in or exercisable by the Directors generally. A quorum must be present at Directors' meetings before a vote may be called.
- 20.6.5 If at any Board meeting (i) the chairperson has notified of his/her inability to attend a meeting or (ii) the chairperson is not present within 15 minutes of the time appointed for commencement of the meeting, the Directors shall choose one of their number to be chairperson of such meeting.
- 20.6.6 Each Director has one vote on a matter before the Board and a majority of votes is sufficient to approve a resolution. In the case of a tied vote, the chairperson shall not have a second vote and the resolution will accordingly fail where the vote is tied.
- 20.6.7 In accordance with section 73(6), minutes of Board and Board committee meetings must be kept and must reflect all resolutions adopted by the Board, and all declarations by a Director as required by section 75. Signature of the Board minutes or a resolution by the chairperson of the meeting (or by the chairperson of the next meeting) is *prima facie* evidence of the proceedings of that meeting or adoption of the resolution, as applicable, and any extract from such minutes or from any resolution in writing if signed by any Director or the Company Secretary shall be *prima facie* evidence of the matters stated in such minutes or extract.
- 20.6.8 A resolution (which may consist of one or more documents in like form), that could be voted on at a Board meeting, other than a resolution contemplated in section 75(5), may instead be voted on in writing or by



Electronic Communication (“written resolution”) by Directors and will have been adopted as a resolution if it is supported by 100% of the number of the Directors and shall be as valid and effective in accordance with its terms as if it had been adopted at a duly called Board meeting, provided that notice of the matter to be decided was given to all Directors. Any such resolution shall be deemed to have been passed on the date on which it was voted on in writing or by Electronic Communication by the last Director voting (unless a statement to the contrary is made in that resolution). Records of written resolutions must be kept and the provisions of article 20.6.7 shall apply *mutatis mutandis* to written resolutions.

- 20.6.9 All acts done at any meeting or by written resolution of the Board or of any executive or other committee of the Board (appointed pursuant to article 21.1), or by any person acting as a Director shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of the Director or person/s acting as aforesaid, or that any of them were disqualified or were not qualified to vote, be as valid as if every such person had been duly appointed and was qualified to be and to act and vote as a Director, subject, however, to section 75 and the provisions of the Act generally.

21. Board committees

- 21.1 The Directors may by resolution appoint any number of executive or other committees of the Board and may delegate any of their authority to any such committee. Any committee so formed shall, in the exercise of the powers so delegated, conform to the mandate that may from time to time be given and any regulations that may from time to time be imposed on it by the Board.
- 21.2 Any such committee may comprise such member/s who are Directors or any other person/s who are not Directors as the Board think fit, provided that any such non-Director member must not be ineligible or disqualified from being a Director and any such non-Director committee member may not vote on any matter being considered by the committee on which he/she serves.
- 21.3 A committee has the full authority of the Board in respect of a matter referred to it. The meetings and proceedings of any committee consisting of 2 or more members shall be governed by the provisions herein contained for



regulating the meetings and proceedings of the Directors so far as the same are applicable thereto and are not superseded by any regulations made or in terms of any mandate given by the Board under article 21.1.

22. Accounting records and operational reports

No person (other than a Director) shall have any right to inspect any accounting records, operational reports or document of the Company, except as conferred by the Act or as authorised by the Directors, or as authorised by a resolution of the Company in general meeting.

23. Notices

23.1 A notice shall be served by the Company to all Shareholders (including the joint holders of Shares contemplated in article 23.2) either:

23.1.1 personally; or

23.1.2 by sending it by post to his/her/its registered address; or

23.1.3 provided that such Shareholder has consented thereto in writing, by Electronic Communication to such address as the Shareholder may advise the Company in writing from time to time. For the purposes of this article 23, such "address", in relation to Electronic Communication, includes any number or address used for the purposes of such Electronic Communication.

23.2 All notices with respect to any Shares to which persons are jointly entitled may be given to whichever of such persons is recognised by the Company as having any title to such Shares in terms of article 9.1, as the case may be, and notice so given shall be sufficient notice to all the holders of such Shares.

23.3 Upon the death, insolvency or placing under curatorship by reason of insanity or prodigality of any joint holder of any certificated Share, the sole remaining holder or the first named of two or more remaining joint holders, as the case may be, shall be the only person recognised by the Company as having any entitlement to any notices with respect to Shares. The notice may be given by the Company to the persons so entitled by sending it through the post in a prepaid envelope addressed to them by name, or by the title of representatives of the deceased, or trustees of the insolvent or by



any like description, at the address (if any, including an address specified by such person for the purposes of Electronic Communication) supplied for the purpose by the persons so entitled, or (until such address has been so supplied) by giving the notice in any manner in which the same might have been given if the death, insolvency or placement under curatorship had not occurred.

23.4 Any notice by post shall be deemed to have been served at the time when the letter containing the notice was posted and in proving the giving of the notice by post, it shall be sufficient to prove that the letter containing the notice was properly addressed and posted. Proof that a notice contained in an Electronic Communication was sent in accordance with the provisions of the Electronic Communications and Transaction Act shall be conclusive evidence that the notice was given.

23.5 A notice given to any Shareholder shall be binding on all persons claiming on his/her death or on any transmission of his/her interests.

23.6 The signature to any notice given by the Company may be written or printed, or partly written and partly printed.

24. Indemnification and insurance

24.1 In this article 24, reference to a "Director" includes a former Director, Prescribed Officer and a person who is a member of a committee of the Board, or of the audit committee of the Company, irrespective of whether or not the person is also a member of the Board.

24.2 The Company shall with the approval of the Board have the authority to advance expenses to a Director, or indemnify (whether directly or indirectly) a Director, in respect of the defence of legal proceedings, as set out in section 78(4).

24.3 The Company shall, with the approval of the Board, be entitled to indemnify a Director in respect of liability, as set out in section 78(5).

24.4 The Company shall, with the approval of the Board, have the authority to purchase insurance to protect the Company, or a Director, as set out in section 78(7).



25. **Borrowing powers**

Subject to article 2.3, the Directors may exercise all the powers of the Company to raise or borrow money or secure the payment of any sum or sums of money for the purposes of the Company and to mortgage or bind its undertaking and property or any part thereof and to issue any Securities whether outright or as security for any debt, liability or obligation of the Company or of any third party. The Directors' power to so borrow, mortgage, bind the property and undertaking of the Company and to issue Securities shall, subject to this Memorandum, be unlimited in extent, and the total amount owing by the Company in respect of monies so raised, borrowed or secured shall not exceed 140% of the aggregate of the share capital and retained earnings of the Company as set out in the latest audited annual financial statements of the Company.

26. **Winding up**

26.1 If the Company is to 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:

26.1.1 to repay to the Ordinary Shareholders the amount paid up on the Ordinary Shares held by each of them; and

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

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

26.2 In a winding-up, any part of the assets of the Company, including any Securities of other companies may, with the sanction of a Special Resolution of the Company, be paid to the Ordinary Shareholders of the Company *in specie*, or may, with the same sanction, be vested in trustees for the benefit of such Ordinary Shareholders, and the liquidation of the Company may be finalised and the Company dissolved.

