Sent for lodgement

Companies and Intellectual Property Commission
Republic of South Africa

Form CoR 15.2

About this Notice

- This notice is issued in terms of Section 16 of the Companies Act, 2008, and Regulation 15 (2) and (3) of the Companies Regulations, 2011.
- A notice of amendment must be filed within 10 business days after the amendment has been effected.
- If the amendment has changed the name of the Company, the provisions of the Act and Regulations applicable to company names apply.
- If the amendment has submitted a new memorandum of incorporation in place of the previous one, a copy of the new memorandum must be appended to this Notice.
- The fee for filing this notice is R 250. See item 3 of Table CR2B. A transitional amendment of a pre-existing company, filed in terms of Schedule 5, item 4 (2) is exempt from the fee.

Contacting the Commission

The Companies and Intellectual Property Commission of South Africa

Postal Address
PO Box 429
Pretoria
0001
Republic of South Africa
Tel: 086 100 2472

www.cipc.co.za

Notice of Amendment of Memorandum of Incorporation

Date: 21.10.2019 Customer Code: _____

Concerning:

(Name and Registration Number of Company)

Name: Phuthuma Nathi Investments 2 (RF) Limited

Registration number: 2006/036320/06

The Memorandum of Incorporation of the above named company has been amended in accordance with section 16 of the Companies Act, 2008. In terms of section 16 (9), this amendment is to take effect on -

[X] The date that this Notice is filed in the Companies Registry.

[ ] The date of the amended registration certificate to be issued by the Commission.

[ ] _____.
(Later Date as shown on Notice of Incorporation)

In support of this Notice, the company has attached a copy of the court order, board resolution or special resolution authorising the amendment and -

[ ] A copy of the amendment to the Memorandum; or

[X] A copy of the Memorandum of Incorporation, as amended.

As a result of this amendment, the Memorandum of Incorporation:

[X] Has no provision of the type contemplated in section 15 (2) (b) or (c).

[ ] Has provision of the type contemplated in section 15 (2) (b) or (c) as listed in Annexure A.

(Personal Liability Companies only)

As a result of this amendment, the company:

[N/A] Will remain a personal liability company;

[N/A] Will no longer be a personal liability company, and has complied with the requirements of section 16 (10) by giving advance notice of this filing on _____.

Name and Title of person signing on behalf of the Company:

MANDLA LANGA – DIRECTOR AND CHAIR

Authorised Signature:

This form is prescribed by the Minister of Trade and Industry in terms of section 223 of the Companies Act, 2008 (Act No. 71 of 2008).

Companies and Intellectual Property Commission

Republic of South Africa

Memorandum of Incorporation ("MOI") of

Phuthuma Nathi Investments 2 (RF) Limited

Registration No. 2006/036320/06

which is a public company, may have up to 15 directors and 15 alternate directors, is authorised to issue securities as described in Article 2, and is referred to in the rest of this MOI as "**the Company**".

Neither the short nor the long standard form of MOI for a Profit Company, Forms CoR15.1.A and respectively CoR15.1.B, as amended from time to time, shall apply to the Company.

This MOI is in a form unique to the Company, as contemplated in section 13(1)(a)(ii) of the Companies Act, 71 of 2008, as amended.

Adoption of MOI

This MOI was adopted by a special resolution of the shareholders passed on 21 October 2019 and in substitution for the memorandum of incorporation of the Company adopted on 2 November 2011.

Table of Contents

Page No

1. Definitions and interpretation 4
2. Article 1 - Incorporation and nature of the Company 18
2.1 Incorporation 18
2.2 Purpose and powers of the Company 18
2.3 Restrictive conditions, prohibitions and powers of the Company 19
2.4 MOI and Company rules 19
3. Article 2 - Securities of the Company 19
3.1 Shares 19
3.2 Share certificates and uncertificated shares 20
3.3 Transferability of shares 23
3.4 Securities register 25
3.5 Recognition of title 25
3.6 Transmission of shares 26
3.7 Come along in favour of MCG 27
3.8 Call option in favour of MCG 27
4. Article 3 - Shareholders 29
4.1 Shareholders' right to additional information 29
4.2 Shareholders' authority to act 29
4.3 Representation by concurrent proxies 30
4.4 Authority of proxy to delegate 30
4.5 Requirement to deliver proxy instrument to the Company 30
4.6 Deliberative authority of proxy 31
4.7 Record date 31
5. Article 4 - Shareholders' meeting 31
5.1 Right to call shareholders' meetings 31
5.2 Requirement to hold meetings 31
5.3 Shareholders' right to requisition a meeting 31
5.4 Location of shareholders' meeting 31
5.5 Notice of shareholders' meetings 32
5.6 Electronic participation in shareholders' meeting 32
5.7 Quorum for shareholders' meetings 32

5.8 Voting 32
5.9 Shareholders' resolutions 34
5.10 Adjournment of shareholders' meetings 35
5.11 Chairperson 35
6. Article 5 - Directors and officers 36
6.1 Composition of the Board 36
6.2 MCG representation on the Board 36
6.3 Board's authority to manage and direct business affairs 37
6.4 Round robin resolutions 37
6.5 Calling of Board meetings 37
6.6 Directors' meetings 38
6.7 voting 38
6.8 Directors' remuneration 38
6.9 Board committees 38
6.10 Managing directors 39
7. Article 6 - General Provisions 39
7.1 No restriction on MCG, its nominees or Associates holding Ordinary Shares 39
7.2 Modifications to comply with the Empowerment Requirements 40
7.3 The Company Ownership Certificate of Compliance 40
7.4 Distributions 41
7.5 Acquisition by the Company of its own shares 42
7.6 Winding up 43
7.7 Indemnity 43
7.8 Listing 43
7.9 Delivery and publication of notices and certain documents 44
7.10 Proxy mechanism for the voting of HoldCo Ordinary Shares 45

1. Definitions and interpretation

In this MOI:

1.1 a reference to a section by number refers to the corresponding section of the Act;

1.2 words and expressions which are defined and used or have a particular meaning ascribed to them in a particular context in the Act shall, when used in this MOI in a similar context, bear the same meaning unless excluded by the subject or the context, or unless this MOI provides otherwise;

1.3 the Schedules attached to this MOI are part of the MOI;

1.4 the following words shall, unless otherwise stated or inconsistent with the context in which they appear, bear the following meanings and other words derived from the same origins as such words (that is, cognate words) shall bear corresponding meanings:

1.4.1	"**2019 Transaction Documents**"	all documents entered into and/or issued by the Company, PN1 and MCG in relation to the Scheme of Arrangement and the MCG Offer, being the circular issued by the Company to the Ordinary Shareholders in respect of the Scheme of Arrangement, the circular issued by MCG to the Ordinary Shareholders and PN1's shareholders, the prospectus issued by MCG in respect of the MCG Offer and the notice of a PN1 shareholders' meeting issued by PN1;
1.4.2	"**the Act**"	the Companies Act, 71 of 2008, as amended from time to time;
1.4.3	"**acting in concert**"	co-operation for the common purpose in relation to control of or the influence of votes in relation to the Company by two or more persons pursuant to an agreement, arrangement or understanding, whether formal or informal, between them; and "**act in concert**" shall have a corresponding meaning;

1.4.4	**"AGM"**	the annual general meeting of the Company;
1.4.5	**"Associate"**	means in relation to:
1.4.5.1		any individual:
1.4.5.1.1		that individual's immediate family; and/or
1.4.5.1.2		the trustees, acting as such, of any trust of which the individual or any of the individual's immediate family is a beneficiary (whether vested or discretionary); and/or
1.4.5.2		any company in whose equity securities the individual or any person or trust contemplated in articles 1.4.5.1.1 and 1.4.5.1.2, taken together, are directly or indirectly beneficially interested, or have a conditional, contingent or future entitlement to become beneficially interested, and that the individual or person or trust contemplated in articles 1.4.5.1.1 and 1.4.5.1.2 are, or would on the fulfilment of the condition or the occurrence of the contingency be able to (i) exercise or control the exercise of 20% or more of the votes able to be cast at general meetings on all, or substantially all, matters or (ii) to appoint or remove directors holdings a majority of voting rights at board meetings on all, or substantially all, matters; and/or
1.4.5.3		any close corporation in which the individual and/or any member/s of the individual's family, taken together, are beneficially interested in 20% or more of the members' interest and/or

		are able to exercise or control the exercise of 20% or more of the votes able to be cast at members' meetings on all, or substantially all, matters; and
1.4.5.4		any company:
1.4.5.4.1		any other company that is its subsidiary, holding company or subsidiary of its holding company; and/or
1.4.5.4.2		any company whose directors are accustomed to act in accordance with the company's directions or instructions; and/or
1.4.5.4.3		any company in the capital of which such company, and any other company contemplated under articles 1.4.5.4.1 and 1.4.5.4.2, taken together, is or would on the fulfilment of a condition or the occurrence of a contingency be, interested in the manner described under article 1.4.5.2;
1.4.6	"**BBBEE Act**"	the Broad-Based Black Economic Empowerment Act, 53 of 2003, as amended from time to time;
1.4.7	"**BBBEE Legislation**"	the BBBEE Act, any regulations published under the BBBEE Act, any BEE charters and/or codes of good practice, any communications sector legislation, any regulations published under such legislation and any licence conditions made pursuant to such legislation, all as amended from time to time, provided that to the extent there is any conflict between such legislation, regulations, charters, codes of good practice and licence conditions, the applicable licence conditions

		shall take precedence, followed by the empowerment requirements contained in the applicable codes of good practice;
1.4.8	**"BEE"**	black economic empowerment;
1.4.9	**"BEE Codes"**	the Codes of Good Practice on Black Economic Empowerment issued by the Minister of Trade and Industry in terms of section 9(1) of the BBBEE Act;
1.4.10	**"BEE Ownership Certificate of Compliance"**	in relation to an Ordinary Shareholder, means the certificate (in respect of the ownership element of BEE) issued by a BEE verification agency accredited by SANAS (or issued by another suitable person) appointed by MCG from time to time certifying (at the relevant time) any or all of the following: (i) the direct and indirect shareholding of such Ordinary Shareholder or the transferee and the composition of its board of directors (in the case of a company), or the profile of its beneficiaries and the composition of its trustees or other such members of its governing body (in the case of an entity), and (ii) whether or not such Ordinary Shareholder constitutes a Black Person, Black Company or Black Entity (as the case may be);
1.4.11	**"Black Company"**	a company incorporated in accordance with the laws of the Republic, and which is both a Black Majority Owned Company and a Black Majority Controlled Company, and a reference to "company" shall include a reference to a close corporation or other such incorporated entity;
1.4.12	**"Black Entity"**	a trust, partnership, joint venture, syndicate, "stokvel", Broad Based Ownership Scheme, or other such unincorporated entity or association, which has as

the majority of its beneficiaries and trustees or other such representative of its governing body (as the case may be), Black Companies and/or Black People, provided however that such Black Entities (and trusts, broad based ownership schemes and distribution schemes in particular) comply with and qualify under the BBBEE Legislation (and the BEE Codes in particular) for recognition and measurement of ownership by Black People;

1.4.13 **"Black Majority Controlled Company"** in relation to any company, means a company incorporated in accordance with the laws of the Republic and having a shareholding in which one or more Black People controls or control, on an effective flow through basis (as such term is contemplated in the BEE Codes) at least 51% of all exercisable voting rights in relation to the ordinary shares or other equity interest of such company, exercisable by shareholders in general meetings or otherwise, and shall have such other meaning as may be ascribed to it under the BBBEE Legislation from time to time;

1.4.14 **"Black Majority Owned Company"** in relation to any company, means a company incorporated in accordance with the laws of the Republic and having a shareholding in which one or more Black People:

1.4.14.1 beneficially owns or own, on an effective, flow-through basis (as such term is contemplated in the BEE Codes and which, for the avoidance of doubt, excludes measurement utilising the modified flow-through principle), at least 51% of

the ordinary shares or other equity interest of such company; and

1.4.14.2 is or are entitled to at least 51% of all Economic Interest in relation to such ordinary shares or other equity interest of such company; or

shall have such other meaning as may be ascribed to it under the BBBEE Legislation from time to time;

1.4.15 **"Black Participant"** individually and collectively (as the context may dictate) Black People, Black Companies and Black Entities who are entitled to subscribe for and directly and beneficially own Ordinary Shares pursuant to the Company Public Offer, or are permitted to so own Ordinary Shares under this MOI;

1.4.16 **"Black People"** has the meaning ascribed to it in terms of Schedule 1 of the BEE Codes being African, Coloured or Indian persons who are natural persons and who:

1.4.16.1 are citizens of the Republic by birth or descent; or

1.4.16.2 are citizens of the Republic by naturalisation before the commencement date of the Constitution of the Republic of South Africa, Act 200 of 1993 ("**Interim Constitution**"); or

1.4.16.3 became citizens of the Republic after the commencement date of the Interim Constitution, but who, but for the Apartheid policy that had been in place prior to that date, would have been entitled to acquire citizenship by naturalisation prior to that date; or

shall have such other meaning as may be ascribed to it under the BBBEE Legislation from time to time, and "**Black Person**" shall be construed accordingly;

1.4.17 "**Board**" the board of directors of the Company as constituted from time to time;

1.4.18 "**Broad Based Ownership Scheme**" as contemplated under the BEE Codes is a broad-based ownership scheme which complies with all of the following rules:

1.4.18.1 the Management Fees does not exceed 15%;

1.4.18.2 the constitution of the scheme must record the rules governing any portion of Economic Interest received and reserved for future distribution or application;

1.4.18.3 at least 85% of the value of benefits allocated by the scheme must accrue to Black People;

1.4.18.4 at least 50% of the fiduciaries of the scheme must be independent persons having no employment with or direct or indirect beneficial interest in the scheme;

1.4.18.5 at least 50% of the fiduciaries must be Black People and at least 25% must be Black People who are women;

1.4.18.6 the chairperson of the scheme must be independent; and

1.4.18.7 on the winding-up or termination of the scheme, all accumulated Economic Interest must be transferred to beneficiaries or an entity with similar objectives;

1.4.18.8		the constitution of the scheme must define the participants and the proportion of their claim to receive distributions;
1.4.18.9		a written record of the name of the participants or the use of a defined class of natural person satisfies the requirement for identification;
1.4.18.10		a written record of fixed percentages of claim or the use of a formula for calculating claims satisfies the need for defining proportion of benefit;
1.4.18.11		the fiduciaries of the scheme must have no discretion on the above mentioned terms;
1.4.18.12		the constitution, or other relevant statutory documents, of the scheme must be available, on request, to any participant in an official language in which that person is familiar; and
1.4.18.13		the scheme fiduciaries must present the financial reports of the scheme to participants yearly at an annual general meeting of the scheme; or
		shall have such other meaning as may be ascribed to it under the BBBEE Legislation from time to time;
1.4.19	**"Business Day"**	any day other than a Saturday, Sunday or gazetted national public holiday in the Republic;
1.4.20	**"Central Securities Depository"**	a person who is licensed as a central securities depository under the Financial Markets Act 19 of 2012, as amended or substituted from time to time;
1.4.21	**"Commission"**	the Companies and Intellectual Property Commission;

1.4.22	**"Company Empowerment Compliance Period"**	the period commencing on the Implementation Date and enduring for so long as the BBBEE Legislation remains in force;
1.4.23	**"Company Ownership Certificate of Compliance"**	as at any time, means the certificate (in respect of the ownership element of BEE) issued by a BEE verification agency accredited by SANAS (or issued by another suitable person) appointed by MCG from time to time certifying (at the relevant time) any or all of the following: (i) the direct and indirect shareholding of the Company and the composition of its board of directors; and (ii) whether or not the Company constitutes a Black Company;
1.4.24	**"Company Public Offer"**	the public offering in terms of which Black Participants were invited to subscribe for and beneficially own Ordinary Shares, subject to the qualification criteria of such offer;
1.4.25	**"CSDP"**	a person authorised by a Central Securities Depository to perform custody and administration services or settlement services or both, in terms of the depository rules, and includes an external participant, where appropriate;
1.4.26	**"Distributions"**	the distributions which the Company receives from HoldCo from time to time in its capacity as a shareholder of HoldCo, whether by way of dividend or capital distributions, or whether by way of a distribution out of any reserves of HoldCo, whether such reserves arise out of trading, the disposal of assets, the revaluation of assets, or howsoever else arising, or by way of any other kind of distribution, or otherwise, and whether such distribution is received

		in cash or *in specie*, or otherwise as contemplated in the Act;
1.4.27	**"Economic Interest"**	has the meaning ascribed to in Schedule 1 of the BEE Codes;
1.4.28	**"Eligible Ordinary Shareholder"**	any Black Participant who is acceptable to MCG in its sole discretion (but subject to this MOI) to become an Ordinary Shareholder, such acceptance to be recorded in writing pursuant to any decision made by the STC or its agent, as contemplated in paragraph 2.2.2 of Schedule 1;
1.4.29	**"Empowerment Requirements"**	the empowerment requirements applicable from time to time to MCSA and/or MCG, as contained in the BBBEE Legislation;
1.4.30	**"Encumbrance"**	in relation to any shares, includes any pledge, charge, hypothecation, lien, subordination, mortgage, option over, right of retention or any other encumbrance whatsoever, or any form of hedging or similar derivative instrument of any nature whatsoever of or over those shares, or any lending of shares, and, the words **"Encumber"**, **"Encumbered"** and **"Encumbering"** shall have corresponding meanings;
1.4.31	**"HoldCo"**	MultiChoice South Africa Holdings (Proprietary) Limited, registration number 2006/015293/07, a private company incorporated in accordance with the laws of the Republic (formerly named Main Street 443 (Proprietary) Limited), and which is the holding company of MCSA;

1.4.32	**"HoldCo Constitutional Documents"**	the memorandum of incorporation of HoldCo, as amended from time to time;
1.4.33	**"HoldCo Ordinary Shares"**	ordinary shares with a par value of R0.0001 each in the issued share capital of HoldCo, the Company and PN1 collectively holding 90 000 000 of the issued share capital of HoldCo and the balance by MCG as at the date of this MOI;
1.4.34	**"HoldCo Sale Agreement"**	the sale agreement entered into between MIHH and the Company on 23 January 2007, in terms of which MIHH sold to the Company up to a maximum of 22.5 million HoldCo Ordinary Shares;
1.4.35	**"HoldCo Shareholders"**	individually and collectively, MCG and the Company, as well as any person who validly acquires HoldCo Ordinary Shares;
1.4.36	**"JSE"**	the JSE Limited, registration number 2005/022939/06, a public company incorporated in accordance with the laws of the Republic;
1.4.37	**"Implementation Date"**	the date upon which Ordinary Shares were issued to the Black Participants pursuant to the Company Public Offer, being 31 March 2007;
1.4.38	**"Management Fees"**	has the meaning ascribed to in Schedule 1 of the BEE Codes;
1.4.39	**"MCG"**	MultiChoice Group Limited, registration number 2018/473845/06, a public company incorporated in accordance with the laws of the Republic;
1.4.40	**"MCG Offer"**	the transaction initially announced by MCG in its pre-listing statement issued on 21 January 2019 in terms

		of which MCG will offer to acquire up to 20% of the issued share capital of the Company and PN1 in exchange for the issue of MCG shares;
1.4.41	"**MCSA**"	MultiChoice South Africa Proprietary Limited, registration number 2007/029660/07, a private company incorporated in accordance with the laws of the Republic, and a wholly-owned subsidiary of HoldCo;
1.4.42	"**MCSA Constitutional Documents**"	the memorandum of incorporation of MCSA, as amended from time to time;
1.4.43	"**MCSA Empowerment Transaction**"	the empowerment transaction entered into between MIHH, MCSA, HoldCo and the Company during 2006, in terms whereof the Company acquired up to a maximum of 45 million ordinary shares in the issued shares of HoldCo, of which MCSA is a wholly-owned subsidiary;
1.4.44	"**MIHH**"	MIH Holdings Limited, registration number 1993/005613/06, a public company incorporated in accordance with the laws of the Republic;
1.4.45	"**Ordinary Shareholder**"	any Person who is reflected in the securities register as the registered holder of Ordinary Shares from time to time;
1.4.46	"**Ordinary Shares**"	ordinary shares with a par value of R0.0000001 in the issued share capital of the Company, and such additional ordinary shares as may be issued by the Company (subject to the terms of this MOI) from time to time;
1.4.47	"**Person**" or "**person**"	includes a natural person, company, close corporation or other juristic person or corporate

		entity, charity, partnership, trust, joint venture, syndicate, "stokvel" or other association of persons or entities, and that person's legal representatives and successors;
1.4.48	"**PN1**"	Phuthuma Nathi Investments (RF) Limited, registration number 2006/015187/06, a ring-fenced public company incorporated in accordance with the laws of the Republic;
1.4.49	"**Prospectus**"	means the prospectus issued by the Company inviting certain members of the public to subscribe for Ordinary Shares in the share capital of the Company pursuant to the MCSA Empowerment Transaction;
1.4.50	"**Relationship Agreement**"	the relationship agreement entered into between MCG (initially MIHH), MCSA, HoldCo and the Company on 23 January 2007, in terms whereof (i) MCG and the Company (in their capacities as HoldCo Shareholders) regulate their relationship as such shareholders with HoldCo, as well as their relationship *inter se*, and (ii) the parties record those matters agreed between them regulating the implementation of the MCSA Empowerment Transaction and their commitment that the Company remains a Black Company at all times during the Company Empowerment Compliance Period and as amended ;and/or restated from time to time;
1.4.51	"**Republic**"	the Republic of South Africa;
1.4.52	"**SANAS**"	South African National Accreditation System;
1.4.53	"**Scheme of Arrangement**"	the scheme of arrangement proposed by the Board of the Company between the Ordinary Shareholders and PN1 in terms of which, subject to fulfilment or waiver of certain conditions, PN1 will acquire all of

		the issued Ordinary Shares in exchange for the issue of Ordinary Shares by PN1;
1.4.54	**"Sell"**	sell, alienate, donate, exchange, distribute, transfer or in any manner whatsoever dispose of, or enter into any arrangement or transaction whatsoever which may have the same or a similar effect as any of the aforementioned sale, alienation, donation, exchange, distribution, transfer or disposal (including but not limited to any transaction, or series of arrangements or transactions, or the cession of any rights or the granting of any option or any similar transaction/s which would have the same economic effect), or realise any value in respect of, and **"Sale"** and **"Sold"** shall be construed accordingly;
1.4.55	**"STC"**	the Share Transfer Committee, or its agent, as contemplated in paragraph 2.2.2 of Schedule 1;
1.4.56	**"Termination Date"**	the date upon which the Relationship Agreement is terminated by way of a written agreement between the parties thereto; and
1.4.57		
1.4.58	**"Transaction Documents"**	the following written agreements entered into by, *inter alia*, HoldCo and/or the Company in relation to the MCSA Empowerment Transaction : the Prospectus and the Relationship Agreement; together with all the written documents in relation to the MCSA Empowerment Transaction under which HoldCo and/or the Company, in any way has/have rights and/or obligations (including, but not limited to, this MOI and the HoldCo Constitutional Documents) (as the case may be).

2. Article 1 - Incorporation and nature of the Company

2.1 Incorporation

2.1.1 The Company is incorporated as from the date of incorporation reflected in its registration certificate as a public company.

2.1.2 The Company is constituted in terms of section 19(1)(c) in accordance with and governed by:

2.1.2.1 the unalterable provisions of the Act (subject to any higher standards, greater restrictions, longer periods of time or more onerous requirements set out in this MOI in accordance with section 15(2)(a)(iii));

2.1.2.2 the alterable provisions of the Act (subject to any negation, restriction, limitation, qualification, extension or other alteration set out in this MOI in accordance with section 1 read with 15(2)(a)(ii)); and

2.1.2.3 the provisions of this MOI (subject to and in accordance with section 15(2)).

2.2 Purpose and powers of the Company

The main purpose and business of the Company is solely to:

2.2.1 enter into the Transaction Documents;

2.2.2 exercise its rights and obligations under the Transaction Documents and the 2019 Transaction Documents;

2.2.3 enter into the 2019 Transaction Documents;

2.2.4 enter into, propose and implement the Scheme of Arrangement;

2.2.5 exercise its rights and obligations in respect of the Scheme of Arrangement and the 2019 Transaction Documents;

2.2.6 carry on the main business of holding only HoldCo Ordinary Shares, cash and such assets as are received or acquired solely by virtue of or in relation to the holding of HoldCo Ordinary Shares;

2.2.7 implement the distribution of the assets of the Company followed by the winding of the Company and pass all necessary resolutions and sign all documents necessary and/or required for this purpose; and

2.2.8 receive and distribute dividends and other Distributions in terms of the Transaction Documents.

2.3 **Restrictive conditions, prohibitions and powers of the Company**

2.3.1 The Company is subject to restrictive conditions and prohibitions contemplated in section 15(2)(b) and (c), as set out in paragraph 1 of Schedule 1.

2.3.2 The legal powers and capacity of the Company are subject to restrictions, limitations and qualifications contemplated in section 19(1)(b)(ii), as set out in paragraph 2 of Schedule 1.

2.4 **MOI and Company rules**

2.4.1 Subject to paragraph 1.1 of Schedule 1, this MOI may be amended or altered in the manner set out in section 16, 17 or 152(6)(b).

2.4.2 The Board shall not have the authority to make, amend or repeal any rules relating to the governance of the Company as contemplated in section 15(3) to (5A), unless the prior written approval of MCG and HoldCo has been obtained.

2.4.3 The Board must publish any rules made, amended or repealed in terms of section 15(3)(a) to (5A) by delivering a copy of those rules to each Ordinary Shareholder, MCG and HoldCo.

2.4.4 The Company must publish a notice of any alteration of the MOI on the rules, made in terms of section 17(1), by delivering a copy of those rules to each Ordinary Shareholder, MCG and HoldCo.

3. **Article 2 - Securities of the Company**

3.1 **Shares**

3.1.1 The maximum number and designation of authorised shares is 90 000 000 Ordinary Shares.

3.1.2 The Company is authorised to issue up to the maximum number of the Ordinary Shares set out in article 3.1.1, subject to the preferences, rights, limitations and other terms associated with the Ordinary Shares as set out in paragraphs 1, of Schedule 2.

3.1.3 The Board shall not have the power to amend the authorisation (including increasing or decreasing the number) and classification of shares (including determining rights and preferences) as contemplated in sections 36(2)(b) and/or section 36(3). Any such amendments shall be subject to shareholder approval and in terms of paragraphs 1.1 and 1.4 of Schedule 1.

3.1.4 The Board shall not have the power or authority to issue authorised shares and any issue of authorised shares shall be subject to shareholder approval and comply with the requirements of paragraphs 1.1 and 1.4 of Schedule 1.

3.1.5 Any authorised but unissued shares and any new shares from time to time created, shall before issue be offered to the shareholders in proportion, as nearly as the circumstances permit, to the number of existing shares held by them, unless issued for the acquisition of assets.

3.1.6 The Board shall not have the power to authorise the Company to issue secured or unsecured debt instruments at any time in terms of section 43(2).

3.1.7 The Board may not authorise the Company to provide financial assistance in relation to the subscription of any options or securities or for the purchase of any securities, of the Company or of a related or inter-related company as set out in section 44.

3.2 **Share certificates and uncertificated shares**

3.2.1 The securities issued by the Company may be issued in certificated or uncertificated form.

3.2.2 The Company shall establish (or cause to be established) and maintain (or cause to be maintained) a securities register in accordance with the provision of the Act and any other regulations made under the Act and to the extent that the form and the manner of maintaining the securities register is not prescribed, the Board may determine the form and the manner thereof.

3.2.3 To the extent that securities of the Company are issued in certificated form, as contemplated in section 49(2)(a), the provisions in articles 3.2.4 to 3.2.13 shall apply.

3.2.4 Every person to whom securities are issued and whose name is entered in the securities register shall be entitled to one certificate for all the securities in any class registered in his/her name, or to several certificates, each for a part of such securities. The certificates evidencing any certificated securities of the Company must apply with the requirements set out in section 51(1) and must otherwise be in such form as may be determined by the Board.

3.2.5 If a certificate is defaced, lost or destroyed, it may be replaced with a duplicate certificate endorsed "**Duplicate Certificate**" on payment of such reasonable fee, if any, and on such terms, if any, as to evidence an indemnity as the Board may deem appropriate.

3.2.6 A certificate 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 to that person shall be sufficient delivery to all joint holders of that security.

3.2.7 Unless otherwise agreed between MCG and the Company, all certificated Ordinary Shares shall be deposited with and retained by the Company, or its agent.

3.2.8 Notwithstanding any other provision of this MOI, all share certificates issued to Ordinary Shareholders in respect of Ordinary Shares shall during the Company Empowerment Compliance Period:

3.2.8.1 be endorsed as follows:

> "*This certificate and the shares represented hereby are transferable only in compliance with the provisions of the memorandum of incorporation of Phuthuma Nathi Investments 2 (RF) Limited, a copy of which is on file with the company secretary of Phuthuma Nathi Investments 2 (RF) Limited. Restrictions also apply to the transfer of all and any rights in and to the shares and to the granting of any encumbrances over the shares*"; and

3.2.8.2 be retained and held by the Company, or its agent. Such share certificates shall only be released, if necessary, for the purposes of implementing any transfer permitted in terms of this MOI on the basis that once such transfer is implemented, all share certificates resulting from such transfer are retained and held by the Company, or its agent.

3.2.9 The Company shall enter into its securities register the transfer of any certificated securities which is effected in accordance with the provisions of article 3.3 and shall include in such entry the information required by section 51(5).

3.2.10 To the extent that securities of the Company are issued in uncertificated form, as contemplated in section 49(2)(9), the provisions in articles 3.2.11 to 3.2.14 shall apply.

3.2.11 If, at any time, the Company has any uncertificated securities in issue, it shall cause a Central Securities Depository or a CSDP to administer and maintain, on behalf of the Company, an uncertificated securities register in accordance with the provisions of the Act and any other regulations made under the Act.

3.2.12 The Company shall procure that a Central Securities Depository or a CSDP effects, in accordance with section 53(2) of the Act, in the uncertificated securities register, the transfer of any uncertificated securities, which is effected in accordance with the provisions of article 3.2.15.

3.2.13 If and to the extent that, for whatever reason, any Ordinary Share is at any time held in uncertificated form and MCG and the Company have not agreed that Ordinary Shares shall be held in uncertificated form, then such Ordinary Share shall be converted into certificated form by the relevant Ordinary Shareholder within 14 days of receipt of a written notice from MCG to do so and shall be deposited with the Company, or its agent.

3.2.14 If any Ordinary Share is held in uncertificated form, it shall only be deposited by the relevant Ordinary Shareholder with a CSDP approved of by MCG in its sole and absolute discretion, provided that such Ordinary Shareholder's mandate agreement with such CSDP must recognise the restrictions imposed upon the transfer of such Ordinary Share as contained in the Relationship Agreement and this MOI, and such Ordinary Shareholder shall not give any instructions to such

CSDP which would constitute or result in a contravention of this MOI and the Relationship Agreement.

3.2.15 Subject to the provisions of articles 3.2.13 and 3.2.14, the transfer of any uncertificated securities in the uncertificated securities register of the Company may only be effected by -

3.2.15.1 A Central Securities Depository or a CSDP;

3.2.15.2 on receipt of -

3.2.15.2.1 an instruction to transfer sent and properly authenticated in terms of the rules the relevant Central Securities Depository; or

3.2.15.2.2 an appropriate order of court; and

3.2.15.3 in accordance with section 53(1) and the rules of the relevant Central Securities Depository, on the basis that sections 53(4) and 55 will apply to any such transfer of uncertificated securities.

3.3 **Transferability of shares**

The following provisions of this article 3.3, shall be strictly subject to the restrictions contained in paragraph 1.2 of Schedule 1 in relation to the transferability of Ordinary Shares.

3.3.1 **proper instrument of transfer**

For purposes of section 51(6)(a), a "proper instrument of transfer" means an instrument in writing or such other form as determined to be appropriate by the STC or its agent from time to time, specifying: (a) the full name of the transferor (being the name of a person entered in the securities register as the registered holder of the securities being transferred); (b) the full name and address of the transferee; and (c) the number of the class of shares being transferred; which has been signed or authorised by or on behalf of the registered securities holder as transferor and signed or authorised by or on behalf of the transferee.

3.3.2 **Board's power to decline to register a transfer**

The Board may not decline to register the transfer of any shares in terms of a proper instrument of transfer unless (and for so long as) the transfer in question is not in accordance with the requirements for such transfer, if any, set out in this article 3.3 or paragraph 1.2 of Schedule 1. The transferor shall be deemed to remain the holder of and shall remain the registered Ordinary Shareholder in respect of such shares until the name of the transferee is entered in the securities register in respect thereof. The Board shall be entitled to delegate its authority in terms of this article 3.3.2 to an external service provider; provided that the Board shall at all times have proper oversight over the processes used by such external service provider.

3.3.3 **documents required for registration of transfer**

3.3.3.1 Subject to paragraph 1.2.3 of Schedule 1 and the requirements of any securities exchange on which the Ordinary Shares may be listed from time to time, any person wishing the Company or its agent to register the transfer of any shares shall deliver to the Company or its agent:

3.3.3.1.1 a document containing information which will, together with information extracted by the Company or its agent from the securities register of the Company and information kept by any securities exchange on which the Ordinary Shares may be listed from time to time, form a proper instrument of transfer;

3.3.3.1.2 the original certificate (or a duplicate certificate issued pursuant to article 3.2.5) of the shares being transferred or, in the absence of such original or duplicate certificate, such other evidence as the Company may require to prove the title of the transferor or his/her rights to transfer the shares.

3.3.3.2 Subject to the STC's or its agent's determination from time to time as to what constitutes acceptable evidence of authority, where an instrument of transfer is signed or authorised by a person other than the registered shareholder, a copy of the authority granted by the registered shareholder for the purpose

of a specific transfer of shares, certified as a true copy of the original authority, shall be lodged, produced or exhibited with or to the Company.

3.3.3.3 The instrument of transfer, original or duplicate share certificate, other documentary evidence and a copy of any authority to transfer the shares shall remain in the custody of the Company, or its agent.

3.4 **Securities register**

3.4.1 Any person who is entitled to have his/her name entered into the securities register of the Company shall provide to the Company all the information it may require from time to time for purposes of establishing and maintaining the securities register, including the name,, postal address, cell phone number and available e-mail address of that person.

3.4.2 In the case of any security registered in the names of two or more persons as joint holders, the person first-named in the securities register shall, save as is provided in this MOI, be the only person recognised by the Company as having any title to such security and to the related certificate of title.

3.4.3 Upon the death, insolvency or placing under curatorship by reason of insanity or prodigality of any joint holder of any security, 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 security.

3.5 **Recognition of title**

The parent or guardian of an Ordinary Shareholder who is a minor, the executor or administrator of an Ordinary Shareholder who is deceased, the trustee of an Ordinary Shareholder who is an insolvent or the *curator bonis* of any Ordinary Shareholder who is mentally incapacitated or prodigal or any person duly appointed by competent authority to represent or act for any Ordinary Shareholder shall, subject to the provisions of articles 3.4.2 and 3.4.3 and regarding joint holders, be the only person recognised by the Company as having any title to any Ordinary Shares registered in the name of such Ordinary Shareholder, including for voting purposes.

3.6 **Transmission of shares**

3.6.1 Subject to section 51(6)(b) and any laws for the time being in force relating to taxation or duty upon the estates of deceased persons, any person recognised by the Company in terms of articles 3.4.2 and 3.4.3 or article 3.5 as having any title to any Ordinary Shares (and also the legal guardian of any minor shareholder and any person who obtains title to any shares by operation of law in any other manner) may, upon producing such evidence as the Board deems sufficient as to the capacity in which he/she claims to act under this paragraph or as to his/her title to any Ordinary Shares, and subject to the transfer provisions in this MOI, transfer such Ordinary Shares to himself/herself or to any other person.

3.6.2 A person who submits proof of his/her appointment as the executor, administrator, trustee, curator or guardian in respect of the estate of an Ordinary Shareholder who is deceased or the estate of an Ordinary 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 an Ordinary Shareholder, shall be entered in the securities register *nominee officii*, and shall thereafter, for all purposes, be deemed to be an Ordinary Shareholder.

3.6.3 In the event of the death or court-ordered sequestration of an Ordinary Shareholder who is a Black Person or the compulsory winding-up of an Ordinary Shareholder who is a Black Company, the Ordinary Shares held by such Ordinary Shareholder shall, where such Ordinary Shares are not held by a Black Person or a Black Company (as the case may be) following the death, sequestration or winding-up (as the case may be), be transferred within 12 months (or such extended period as permitted by the STC or its agent) of the sequestration or winding-up:

3.6.3.1 in the case of the death or court-ordered sequestration of an Ordinary Shareholder who is a Black Person, to an Eligible Ordinary Shareholder who is a Black Person; and

3.6.3.2 in the case of the winding-up of an Ordinary Shareholder who is a Black Company, to an Eligible Ordinary Shareholder who is a Black Company.

Failure to so transfer the relevant Ordinary Shares within the aforesaid 12-month period shall result in the application of the provisions of article 3.8.

3.7 **Come along in favour of MCG**

3.7.1 If MCG receives an offer from a *bona fide* third party to purchase all HoldCo Ordinary Shares in the issued share capital of HoldCo and all claims on loan account owing to HoldCo Shareholders by HoldCo, which MCG wishes to accept, then MCG shall advise the Company in writing of its intention to accept the offer and to require the Company to sell all of its HoldCo Ordinary Shares and shareholders' claims to the third party.

3.7.2 The notice in article 3.7.1 will record the name of the *bona fide* third party in question and fully set out the material terms of the offer made by the *bona fide* third party.

3.7.3 The Company will be obliged to sell its HoldCo Ordinary Shares in and claims against HoldCo to the third party on the terms offered by the third party to, and accepted by, MCG.

3.8 **Call option in favour of MCG**

3.8.1 If, at any time during the Company Empowerment Compliance Period, the Company and/or any one or more or all of the Ordinary Shareholders (as the case may be):

3.8.1.1 commits an act, or there arises an event or circumstance (howsoever arising), constituting or resulting in a breach of any of the provisions of articles 3.7, 7.2, 7.3 or 7.8 and paragraphs 1.3 and 1.4 of Schedule 1 and fails to remedy any such breach within 30 days of receiving written notice to do so; or

3.8.1.2 are, or any resolutions are proposed or taken for it to be, wound-up, liquidated, placed under business rescue or sequestrated or deregistered and/or having its name removed from the companies register maintained by the Commission including in the manner and for the reasons contemplated in sections 82(3) and 82(5) of the Act,, as the case may be, whether provisionally or finally; or

3.8.1.3 compromises or attempts to compromise with any one or more of its creditors generally or offer to do so,

individually and collectively, "**Default Events**", and, where the Company has committed such Default Event, a "**Company Default Event**", or where an Ordinary Shareholder has committed such event, an "**Ordinary Shareholder Default Event**", then:

3.8.1.4 as regards an Ordinary Shareholder Default Event:

3.8.1.4.1 MCG shall notify the relevant Ordinary Shareholder in writing thereof and request such Ordinary Shareholder to remedy same within 30 days of receipt of such written request. Should the Ordinary Shareholder fail to remedy such Ordinary Shareholder Default Event, MCG shall be entitled, but not obliged, by giving written notice to the relevant Ordinary Shareholder to that effect ("**the Call Option Notice**") to require such Ordinary Shareholder to sell to MCG all its Ordinary Shares, or such number thereof as may be necessary to cure the Ordinary Shareholder Default Event, as MCG may elect ("**the Call Shares**"), on the 5th Business Day following the date on which the Ordinary Shareholder received the Call Option Notice, and the Ordinary Shareholder shall be obliged to sell the Call Shares at R0.0000001 per share, being the par value of the shares on issue. In the event that the aggregate value of the Call Shares is less than R0.01, MCG will pay the relevant Ordinary Shareholders an amount equal to R0.01 for such shares.

3.8.1.5 as regards a Company Default Event:

3.8.1.5.1 to the extent that MCG becomes aware of such event (provided that in relation to an event contemplated under article 3.8.1.4, such event prejudices MCSA's ability to optimise its BEE rating under the BBBEE Legislation), MCG shall notify the Company in writing thereof and request the Company to remedy same within 30 days of receipt of such written request. Should the Company fail to remedy such Company Default Event, then MCG shall be entitled, but not obliged, by giving a written notice ("**Call Option Notice**") to require the

Company to Sell to MCG all (and not only some) of its HoldCo Ordinary Shares;

3.8.1.5.2 any Sale of HoldCo Ordinary Shares pursuant to article 3.8.1.5.1 shall be effected on the 5th Business Day following the date on which the Company received the Call Option Notice, and the Company shall be obliged to sell such HoldCo Ordinary Shares at their fair market value less 20%.

3.8.2 for purposes of article 3.8.1.5.2, "fair market value" shall mean the fair market value as agreed in writing between the Company and MCG. Failing such agreement within 15 Business Days of either the Company or MCG requesting in writing such agreement, then the fair market value shall be determined by way of final and binding expert determination. The expert shall be an investment bank with experience in the media and broadcasting industry agreed to in writing by MCG and the Company, and failing agreement within 10 days of the expiry of the aforementioned 15-day period, the expert (being an independent investment bank with experience in the media and broadcasting industry) shall be appointed by the South African Institute of Chartered Accountants on the written request of either MCG or the Company. In determining such fair market value, the expert shall (i) value the shares which HoldCo holds in MCSA, (ii) value all the other assets and/or liabilities of HoldCo (ie all HoldCo's assets other than its equity interest in MCSA) on an appropriate basis, (iii) value the Company's loan account (if any) outstanding at such time, and (iv) act as an expert and not as an arbitrator.

4. Article 3 - Shareholders

4.1 Shareholders' right to additional information

Shareholders will have the rights to access to information set out in sections 26(1) and 31.

4.2 Shareholders' authority to act

If, at any time, there is only one shareholder of the Company, the authority of that shareholder to act without notice or compliance with any other internal formalities, is limited or restricted such that the requirements of sections 59 to 65 do not apply, except

to the extent that written resolutions of all shareholder resolutions contemplated in the Act are maintained.

4.3 **Representation by concurrent proxies**

4.3.1 Any person referred to in articles 5.8.2.1 and 5.8.2.2 may appoint one or more persons to act as his/her proxy or proxies at any meeting of the Company or any adjournment thereof. The appointment of a proxy shall be made either by means of a proxy form or by a power of attorney or by such other means as may be acceptable to the directors.

4.3.2 Every proxy form, whether for a specified meeting or otherwise, shall be in such form as the directors shall from time to time approve and shall comply with the provisions of the Act.

4.3.3 No instrument of proxy shall be valid after the expiry of 12 months from the date of its execution unless specifically so stated on the instrument itself.

4.3.4 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, or transfer of the share in respect of which the vote is given, unless an intimation in writing of the death, insanity, revocation or transfer shall have been received at the office before the meeting.

4.4 **Authority of proxy to delegate**

A proxy may not delegate his/her authority to act on behalf of a shareholder appointing him/her as proxy to another person.

4.5 **Requirement to deliver proxy instrument to the Company**

4.5.1 The instrument or other authority appointing a proxy to attend and vote at any general meeting shall be deposited at the Company's office or elsewhere as may be determined by the directors, not less than 48 hours before the time for the holding of the meeting or adjourned meeting, as the case may be, at which such proxy or person proposes to vote, or at such other places and within such time as the directors may from time to time direct and unless such instrument or authority is so deposited such proxy or person shall not be entitled to attend and vote at the

meeting. In calculating the period referred to above, Saturdays, Sundays and public holidays shall not be taken into account.

4.5.2 The chairperson of the meeting shall be entitled and empowered to act upon e-mailed, faxed or scanned proxy forms.

4.6 **Deliberative authority of proxy**

The authority of an Ordinary Shareholder's proxy to decide to vote in favour of, against, or to abstain from exercising any voting rights shall be determined by the instrument appointing the proxy.

4.7 **Record date**

The record date shall be determined in terms of the Act.

5. **Article 4 - Shareholders' meeting**

5.1 **Right to call shareholders' meetings**

Only the Board shall be entitled to call a shareholders' meeting in terms of section 61(1).

5.2 **Requirement to hold meetings**

5.2.1 The Company is not required to hold any shareholders' meeting other than those specifically required by the Act.

5.2.2 An AGM shall be held not more than 15 months between the date of the previous AGM of the Company and that of the next.

5.3 **Shareholders' right to requisition a meeting**

The right of shareholders to requisition a meeting is as set out in section 61(3).

5.4 **Location of shareholders' meeting**

The authority of the Board in terms of section 61(9) to determine the location of any shareholders' meeting, and the authority of the Company to hold any such meeting is only limited to the extent that the meeting must be held in South Africa.

5.5 **Notice of shareholders' meetings**

The minimum number of days for the Company to deliver a notice of a shareholders' meeting to the shareholders is 10 business days before the meeting is to begin, notwithstanding the minimum period prescribed by the Act.

5.6 **Electronic participation in shareholders' meeting**

The authority of the Company to conduct a meeting entirely by electronic communication or to provide for participation in a meeting by electronic communication, is as contemplated in the Act.

5.7 **Quorum for shareholders' meetings**

5.7.1 The quorum for a shareholders' meeting to begin and for a matter to be decided thereat, shall be at least three Ordinary Shareholders entitled to vote, present in person or represented by proxy, and who hold at least 0,05% of all of the voting rights that are entitled to be exercised at the meeting in respect of a matter to be considered at such meeting; provided that one shareholder shall be a representative of HoldCo, or, in the case of an Ordinary Shareholder being a body corporate, its representative or, if the Company is a wholly-owned subsidiary, the representative of the holding company.

5.7.2 In terms of section 64(6)(a), the period of one hour prescribed in the preamble to section 64(4) and (5) as the waiting period for a quorum for a shareholders' meeting to be present at a shareholders' meeting is replaced with the period of 30 minutes.

5.8 **Voting**

5.8.1 Subject to any special terms as to voting on which any share may be issued and subject to the Act, every person entitled to vote and who is present in person, and, if the person is a body corporate, its representative shall on a show of hands have one vote only, but on a poll every person entitled to vote and present in person or by proxy, and if the person is a body corporate, its representative shall, if the share capital is divided into shares of par value, be entitled to that proportion of the total votes in the Company which aggregate amount of the nominal value of

the shares held by such person bears to the aggregate amount of the nominal value of all the shares issued by the Company.

5.8.2 The persons entitled to attend and vote at general meetings of the Company shall be:

5.8.2.1 the Ordinary Shareholders, subject to the provisions of this MOI as regards joint holders of shares;

5.8.2.2 persons entitled under article 3.6.3 to transfer shares; and

5.8.2.3 proxies of the persons referred to in articles 5.8.2.1 and 5.8.2.2, duly appointed in the manner prescribed in this MOI.

Every such person shall also be entitled to speak at such meetings and, subject to article 5.9.4, to demand a poll.

5.8.3 When there are joint beneficial holders of any shares any one of such persons may vote at any meeting in respect of such shares as if he/she were solely entitled thereto, but if more than one of such joint holders be present or represented at any meeting, that one of the said persons who is the earliest beneficial holder of those shares or his/her proxy, as the case may be, shall alone be entitled to vote in respect of such shares. Several executors or administrators of a deceased Ordinary Shareholder in whose name any shares stand shall for the purpose of this article be deemed joint holders thereof.

5.8.4 The parent or guardian of a minor, and the *curator bonis* of a lunatic Ordinary Shareholder, and also any person entitled under article 3.6.3 to the transfer of any shares, may vote at any general meeting in respect thereof in the same manner as if he/she were the registered holder of those shares; provided that 48 hours at least before the time of holding the meeting at which he/she proposes to vote he/she shall satisfy the directors that he/she is such parent, guardian or curator or that he/she is entitled under article 3.6.3 to the transfer of those shares, or that the directors have previously admitted his/her right to vote in respect of those shares.

5.9 **Shareholders' resolutions**

5.9.1 For any ordinary resolution to be adopted it must be supported by the holders of more than 50% of the voting rights exercised on the resolution, as provided in section 65(7).

5.9.2 For a special resolution to be adopted, it must be supported by the holders of at least 75% of the voting rights exercised on the resolution, as provided in section 65(9).

5.9.3 In addition to the requirements of section 65(11), a special resolution is required to be adopted in respect of the matters set out in Schedule 3.

5.9.4 In terms of section 63(4), voting at a shareholders' meeting may either be by a show of hands or by polling, as determined by the Board, the chairperson of the shareholders' meeting (and may be indicated in the notice of general meeting) or by the shareholders in terms of section 63(7), if they demand a poll. The chairperson shall not have a casting vote in addition to the vote or votes to which he/she may be entitled as an Ordinary Shareholder, either on a show of hands or on a poll.

5.9.5 In the event that the voting is to be conducted by a show of hands, 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 without proof of the number or proportion of the votes recorded in favour of or against such resolution.

5.9.6 In the event that the voting is to be conducted by poll, scrutineers shall be appointed by the chairperson to count the votes 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. In case of any dispute as to the admission or rejection of a vote, the chairperson of the meeting shall determine the dispute, which determination shall be final and conclusive.

5.9.7 If a poll is demanded in terms of section 63(7), it shall be taken in such manner and at such place and time as the chairperson of the meeting directs and either immediately or after an interval or adjournment (not exceeding 7 days). The

demand for a poll may be withdrawn. The outcome of such poll will be determined in accordance with article 5.9.6.

5.9.8 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.

5.10 **Adjournment of shareholders' meetings**

5.10.1 The chairperson of a general meeting may, with the consent of the meeting, adjourn the meeting from time to time and from place to place, and he/she shall adjourn the same if duly required so to do in accordance with the provisions of the Act, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

5.10.2 If within the 30 minutes period referred to in article 5.7.2, a quorum is not present, the meeting, if convened upon the requisition of Ordinary Shareholders, shall be dissolved. In any other case, it shall stand adjourned to a day not earlier than 7 days and not later than 21 days after the date of the meeting and if at such adjourned meeting a quorum is not present within half an hour after the time appointed for the meeting, the Ordinary Shareholders present in person or by proxy, shall be a quorum.

5.10.3 Where a meeting has been adjourned as aforesaid, the Company shall, upon a date not later than 3 days after adjournment, publish in a newspaper circulating in the province where the registered office of the Company is situated, a notice stating:

5.10.3.1 the date, time and place to which the meeting has been adjourned;

5.10.3.2 the matter before the meeting when it was adjourned; and

5.10.3.3 the ground for the adjournment.

5.11 **Chairperson**

The chairperson of the Board shall be entitled to chair shareholders' meetings. If, however, there is no chairperson or if he/she has notified his/her inability to attend a meeting or if at any meeting he/she is not present within 10 minutes of the time

appointed for the meeting, the Ordinary Shareholders who are entitled to exercise voting rights in relation to the Company present and represented shall choose another director to chair the meeting. If no director is present or if none of the directors present are willing to chair the meeting, then the Ordinary Shareholders shall choose one of their own to be the chairperson of the meeting.

6. Article 5 - Directors and officers

6.1 Composition of the Board

6.1.1 The Board shall comprise of not less than 3 directors and not more than 15 directors, subject to the minimum number of directors necessary to satisfy any committee required in terms of the Act.

6.1.2 In excess of 50% of the directors (and at least 50% of any alternates) must be Black People.

6.1.3 At least 50% of the directors may be elected by Ordinary Shareholders entitled to exercise voting rights, as contemplated in section 68 read with section 66(4)(b).

6.1.4 Each elected director is entitled to nominate an alternate director to act in his/her stead for election in terms of article 6.1.3 provided that if the elected director is a Black Person, his/her alternate director must also be a Black Person.

6.1.5 Each alternate director is entitled to act as a director in the absence of the director for whom he/she is an alternate.

6.1.6 The directors shall not be obliged to hold any shares to qualify them as directors.

6.2 MCG representation on the Board

6.2.1 In addition to the elected directors, MCG shall have the right, as contemplated in section 66(4)(a)(i), given the Company's indirect shareholding in MCSA, in order to protect the empowerment profile of the Company and thereby the empowerment profile of MCSA, for so long as the Company Empowerment Compliance Period subsists, to appoint, remove and replace 2 directors to the board of directors of the Company ("**the MCG Board Directors**").

6.2.2 The MCG Board Directors shall:

6.2.2.1 be nominated by MCG in its sole discretion;

6.2.2.2 be entitled to vote on any matter under consideration by the board of directors, and in this regard shall each have the same number of votes as each other director;

6.2.2.3 be appointed, removed, replaced and/or substituted by written notice from MCG to the Company.

6.3 **Board's authority to manage and direct business affairs**

The Board's authority to manage and direct the business and affairs of the Company as set out in section 66(1), shall be limited or restricted as contemplated in the MOI and specifically in Schedule 1, as well as by the Transaction Documents and the 2019 Transaction Documents.

6.4 **Round robin resolutions**

6.4.1 In terms of section 74, a decision that could be voted on at a meeting of the Board may instead be adopted by written consent of a majority of the directors, given in person, or by electronic communication, provided each director has received notice of the matter to be decided upon.

6.4.2 A resolution passed in terms of section 74(1), read with article 6.4.1 shall be deemed to have been passed on the date on which it was signed by the director last required to achieve the requisite approval unless the resolution states otherwise.

6.5 **Calling of Board meetings**

6.5.1 The right of the Company's directors to requisition a meeting of the Board as set out in section 73(1)(b), is not amended. A director may at any time require the secretary to convene a meeting of the directors. A director who is not within the Republic shall not be entitled to notice of any such meeting, but notice shall be given to all duly appointed alternate directors who may at the time be within the Republic.

6.6 **Directors' meetings**

6.6.1 Should the number of directors in office fall below the minimum provided in this MOI, the remaining directors shall only be permitted to act for the purpose of filling vacancies or calling general meetings of shareholders.

6.6.2 The authority of the Board to conduct a meeting entirely by electronic communication, or to provide in participation in a meeting via electronic communication, as set out in section 73(3) is not amended.

6.6.3 Except where there are only 2 directors, the quorum for a Board meeting shall be three directors who must be personally present at the meeting or participate electronically, before a vote may be called at such meeting.

6.7 **voting**

6.7.1 Each director has one vote on a matter before the Board. The chairperson shall not have a second or casting vote.

6.7.2 A Board resolution shall be approved by a majority of the votes cast on that resolution.

6.7.3 The chairperson of the Board annually at the first board meeting of the Company's financial year shall be elected by the directors provided that if the chairperson is absent from a meeting for any reason, the directors shall elect one of their number to be chairperson of that meeting.

6.8 **Directors' remuneration**

The authority of the Company to pay remuneration to the Company's directors for their services as directors, and payment of any such remuneration shall be effected in terms of the requirements of the Act.

6.9 **Board committees**

The authority of the Board to appoint committees of directors, and to delegate to any such committee any of the authority of the Board, as set out in section 72(1), and to include in any such committee persons who are not directors, as set out in

section 72(2)(a), is not amended by this MOI. Board committees have the authority otherwise set out in section 72(2).

6.10 **Managing directors**

6.10.1 The directors or a committee of the directors may from time to time appoint one or more of their number to be managing director of the Company or to be the holder of any other executive office in the Company, including for the purposes of this MOI the office of chairperson, deputy chairperson or vice-chairperson, and may, subject to any contract between him/her or them and the Company, from time to time terminate his/her or their appointment and appoint another or others in his/her or their place or places.

6.10.2 A director who is appointed in terms of the provisions of article 6.10.1 to the office of managing director of the Company or to any other executive office in the Company may be paid, in addition to or in substitution of the remuneration payable in terms of article 6.8, such remuneration not exceeding a reasonable maximum in each year in respect of such office or services as may be determined by a disinterested quorum of the directors or a disinterested committee of directors.

6.10.3 The directors may from time to time entrust and confer upon a managing director or other executive officer appointed under article 6.10.1 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 convert such powers and authorities either collaterally with, or to the exclusion of, or 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.

7. **Article 6 - General Provisions**

7.1 **No restriction on MCG, its nominees or Associates holding Ordinary Shares**

Notwithstanding anything to the contrary in the Transaction Documents and/or this MOI, should MCG and/or its nominee/s and/or its Associate/s at any time become the beneficial and/or registered holder/s of any Ordinary Shares, for whatever reason, MCG and/or its nominee/s and/or its Associate/s shall be exempt from any and all of the

provisions of the Relationship Agreement and this MOI, regulating the transfer of Ordinary Shares and the restrictions upon the holding of such shares only by Black Participants.

7.2 **Modifications to comply with the Empowerment Requirements**

Should there be any change to the Empowerment Requirements which impacts on the ability of MCSA to obtain an optimal BEE rating, the HoldCo Shareholders shall meet, in good faith, to discuss and resolve the best way to address the effect of such changes. The Company shall co-operate to amend the provisions of this MOI, the HoldCo Constitutional Documents and the Relationship Agreement to ensure that the relationship between the HoldCo Shareholders and MCSA continues to optimise MCSA's BEE rating. The Company shall exercise its votes in favour of any resolution proposed and necessary to realise such optimised BEE rating for MCSA.

7.3 **The Company Ownership Certificate of Compliance**

7.3.1 The Company and each of the Ordinary Shareholders acknowledge and accept that MCG will from time to time (and at least once a year) be entitled to request at its sole discretion and in writing the preparation and issue of the Company Ownership Certificate of Compliance.

7.3.2 The Company shall, for so long as the Relationship Agreement subsists, fully co-operate with and assist MCG and its representatives by providing them with access to all information and records which are in its possession or which it may be entitled and/or obliged to keep in its possession or to require to be placed in its possession, within 10 Business Days of a written request therefor from MCG or such representatives, for purposes of enabling MCG to obtain the issue of the Company Ownership Certificate of Compliance.

7.3.3 For the purposes of procuring the preparation of the Company Ownership Certificate of Compliance, MCG shall, in its sole and absolute discretion, be entitled to request the Company in writing to procure a BEE Ownership Certificate of Compliance in respect of any Ordinary Shareholder, within 45 days of the receipt by the Company of such written request. In addition, the Company shall at any time be entitled to request any Ordinary Shareholder to procure a BEE Ownership Certificate of Compliance, and such Ordinary Shareholder shall be

obliged to do so within 30 days of receipt of a written request to do so. Failure by the Ordinary Shareholder timeously to procure such a BEE Ownership Certificate of Compliance shall constitute a Shareholder Default Event as contemplated in article 3.8 and shall trigger the provisions of article 3.8.

7.4 **Distributions**

7.4.1 Distributions to shareholders will be made in terms of the Act and this MOI.

7.4.2 Distributions payable in monetary form shall be declared in the currency of the Republic.

7.4.3 No distribution shall carry interest as against the Company.

7.4.4 Any distribution declared 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 may at the time of authorising the distribution determine and direct.

7.4.5 In the case where several persons are registered as the joint holders of any shares, any one of such persons may give to the Company effective receipts for all or any distributions and payments on account of distributions in respect of such Ordinary Shares.

7.4.6 All cash distributions, interest or other monies payable to an Ordinary Shareholder will be paid by electronic funds transfer. Such payments shall be made into the bank account recorded in the bank account register of the Company (if any) nominated by the Ordinary Shareholder, or in the case of the joint Ordinary Shareholders into the bank account nominated by the Ordinary Shareholder whose name stands first in the securities register in respect of the Ordinary Share, shall be a good discharge by the Company in respect thereof.

7.4.7 If as a result of the declaration of a distribution any Ordinary Shareholders become entitled to fractions of any specific assets of the Company, the Board 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.

7.4.8 For the purpose of this article 7.4, any notice of a new registered address or a change of registered address or any notice of new bank account details or a change of bank account details or any instruction as to payment being made at any other address or into any other bank account, not reflected in the securities register or the bank account register of the Company (if any) at the time of declaration of the distribution, which is received by the Company between the time of declaration of the distribution and the applicable time of payment of the distribution, shall become effective only after such time of payment.

7.4.9 Every payment of a distribution shall be made at the risk of the Ordinary Shareholders or joint Ordinary Shareholders. The Company shall not be responsible for the loss or misdirection of any electronic transfer.

7.4.10 Any unclaimed distributions payable or distributable to an Ordinary Shareholder may be invested or otherwise made use of by the Board, as it deems fit, for the benefit of the Company until it is claimed by the person entitled to the distribution in question at any time before that distribution has been declared forfeit in terms of article 7.4.11.

7.4.11 Distributions unclaimed for a period of not less than 3 (three) years from the date on which such distributions became payable or distributable by the Company may be declared forfeit by the Board for the benefit of the Company.

7.4.12 When applying the solvency and liquidity test contemplated in section 4 in respect of a distribution contemplated in paragraph (a) of the definition of "distribution" in section 1, a person shall include as a liability any amount that would be required if the Company were to be liquidated at the time of the distribution, to satisfy the preferential rights upon liquidation of shareholders whose preferential rights upon liquidation are superior to the preferential rights upon liquidation of those receiving the distribution.

7.5 **Acquisition by the Company of its own shares**

Subject to paragraph 1.4 of Schedule 1 and in terms of section 48, the Board may not authorise the acquisition by the Company of its own shares unless MCG and the Ordinary Shareholders (by special resolution) have approved the acquisition. During the Company's Empowerment Compliance Period, the Company shall not (save as

permitted under the Transaction Documents, article 7.2 and with MCG's written consent) acquire any of its own shares.

7.6 **Winding up**

7.6.1 If the Company is 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:

7.6.1.1 to repay to the Ordinary Shareholders the amounts paid up on the shares respectively held by each of them; and

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

provided that the provisions of this article 7.6 shall be subject to the rights of the holders of shares (if any) issued upon special conditions.

7.6.2 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 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 winding-up of the Company may be closed and the Company dissolved.

7.7 **Indemnity**

Every director, former director, alternate director, prescribed officer or a person who is a member of a committee of the Board or of the audit committee of the Company shall be indemnified by the Company to the fullest extent permissible in terms of the Act.

7.8 **Listing**

7.8.1 The Ordinary Shares were listed on the Equities Express Securities Exchange in November 2019. The Ordinary Shares may not be delisted from the Equities Express Securities Exchange without the prior approval of the Shareholders and the prior written consent of MCG.

7.8.2 Any subsequent listing of the Ordinary Shares on any licensed securities exchange will require the necessary approvals of the Shareholders in terms of the rules of the relevant exchange (if any) and the prior written consent of MCG.

7.9 **Delivery and publication of notices and certain documents**

7.9.1 If a shareholder has not notified the Company of an address for the purpose of entering same into the securities register of the Company in terms of article 3.4, he/she shall be deemed (for all purposes, including for the purposes set out in articles 2.4.3 and 2.4.4) to have waived his/her right to be served with notices.

7.9.2 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 3.4, as the case may be, and notice so given shall be sufficient notice to all the holders of such shares.

7.9.3 The notice may be given by the Company to the persons entitled to a share in consequence of the death or insolvency of a shareholder, or by sending it through the post in an 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) supplied for the purpose by the persons claiming to be so entitled, or (until such address has been supplied) by giving the notice in any manner in which it might have been given if the death or insolvency had not occurred.

7.9.4 Where a notice is sent by post, the post office shall be the agent for the shareholder and the shareholder shall, from the time and date of delivery of the notice to the post office, bear all risks associated with that notice including of non-delivery or late delivery of the notice.

7.9.5 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.

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

7.10 **Proxy mechanism for the voting of HoldCo Ordinary Shares**

7.10.1 The Company irrevocably appoints the Ordinary Shareholders as its proxies (with the right of substitution) for the purposes of voting the HoldCo Ordinary Shares held by the Company at general meetings of HoldCo.

7.10.2 HoldCo shall forward to the Company and also directly to each Ordinary Shareholder (in its capacity as a proxy of the Company) a copy of all circulars and notices to HoldCo Shareholders, or shall procure that such copies are so forwarded by the Company, within 5 Business Days of receiving same.

7.10.3 For every general meeting of HoldCo of which the Company and the Ordinary Shareholders receive notice, the Board must appoint any one of the Company's directors or the company secretary, if a natural person, to act as the Company's representative at such general meeting of HoldCo, in terms of section 57(5) ("**the Company Representative**") and the Board shall procure that the Company Representative shall adhere to all provisions of this MOI in respect of the voting of Ordinary Shares by Ordinary Shareholders and of the HoldCo Ordinary Shares by the Company in terms of the proxy mechanism set out in this article 7.10.

7.10.4 Initially each Ordinary Share shall represent a right to a single vote at general meetings of HoldCo as proxy on behalf of the Company; that is initially each Ordinary Share shall represent one HoldCo Ordinary Share as held by the Company. If for any reason there is no longer parity between the number Ordinary Shares in issue and the number of HoldCo Ordinary Shares held by the Company, then the Ordinary Shareholders shall be entitled to so many votes at general meetings of HoldCo as determined in accordance with the following formula:

N = (A/B) x C

Where:

N = the number of HoldCo Ordinary Shares, the voting rights in respect of which the relevant Ordinary Shareholder will control at the meeting convened through the mechanism of a proxy, provided that any fraction of a share resulting from such calculation shall be disregarded;

A = the number of Ordinary Shares beneficially held by the Ordinary Shareholder concerned;

B = the total number of Ordinary Shares in issue at the date on which notice as contemplated in this article 7.10 is sent to the Ordinary Shareholders;

C = the total number of HoldCo Ordinary Shares registered in the name of the Company at the date on which notice as contemplated in this article 7.10 is sent to the Ordinary Shareholders .

7.10.5 In the event that the number of votes exercisable by each Ordinary Shareholder is changed at any time in accordance with the formula set out in article 7.10.4, the Board shall send, or procure the sending of, a letter to each Ordinary Shareholder upon the receipt by Ordinary Shareholders of notice of any general meeting of HoldCo, advising such Ordinary Shareholder of the number of HoldCo Ordinary Shares which it shall be entitled to vote at such general meeting of HoldCo as determined in accordance with the formula set out in article 7.10.4.

7.10.6 The exercise of this proxy by the Ordinary Shareholders shall be in accordance with the provisions of the HoldCo Constitutional Documents relating to general meetings of HoldCo and proxies. The Ordinary Shareholders may choose to appoint the Company Representative as their proxy at general meetings of HoldCo, or such other person as they may so elect.

Schedule 1

Restrictive conditions, prohibitions on amendment of MOI and limitations on powers of the Company

1. **Restrictive conditions and prohibitions on amendment of MOI**

The restrictive conditions applicable to the Company set out in this Schedule 1 are subject at all times to the restrictions on amendments to this MOI set out in paragraph 1.1 of this Schedule 1, and the authority of the directors, officers and other organs and bodies of the Company shall be limited accordingly.

1.1 **restrictions on amendment of MOI**

1.1.1 The provisions of this MOI, including the provisions of this Schedule 1, may not be amended or deleted at any time prior to the end of the Company Empowerment Compliance Period without the prior written consent of MCG, to be attached to any such amendments filed at the offices of the Commission (which consent shall not be unreasonably withheld or delayed).

1.1.2 Subject in any event to the provisions of paragraph 1 of this Schedule 1, each of the Ordinary Shareholders undertakes in favour of MCG that he/she shall not vote in favour of any resolution for the amendment of this MOI unless the amendment thereto, as the case may be, has received the prior written approval of MCG.

1.1.3 The Company shall:

1.1.3.1 conduct its business in accordance with the provisions of the Transaction Documents and subject to this MOI;

1.1.3.2 operate solely as an investment holding company, holding only HoldCo Ordinary Shares, cash and assets received or acquired solely by virtue of its holding of such HoldCo Ordinary Shares;

1.1.3.3 remain a Black Company until the end of the Company Empowerment Compliance Period;

1.1.3.4 (unless MCG agrees otherwise in writing) have a shareholder such that (through its indirect shareholding in MCSA by way of its holding of HoldCo

Ordinary Shares), MCSA shall be able to optimise its BEE rating under the BEE Legislation in respect of such indirect shareholding.

1.1.4 Subject to the provisions of the Transaction Documents, and article 7.1, at all times during the Company Empowerment Compliance Period (unless MCG agrees otherwise in writing) the Company shall ensure that:

1.1.4.1 Ordinary Shares are at all times only permitted to be beneficially owned by Black Participants;

1.1.4.2 no Ordinary Shareholder shall at any time act in concert with any other Ordinary Shareholder, in any matter pertaining to the voting of Ordinary Shares at any meeting of the Company (save as regards the appointment of directors to the Board), or the voting of HoldCo Shares by the Company at any meeting of HoldCo (in accordance with the proxy provisions contained in article 7.10) (save as regards the appointment of directors to the board of directors of HoldCo);

1.1.4.3 the majority of all of the voting rights in the Company are exercisable, directly or indirectly by Black People;

1.1.4.4 in excess of 50% of the directors of the Company (who shall be entitled to in excess of 50% of the voting rights of directors at meetings of the Board) are Black People;

1.1.4.5 no Ordinary Shareholder shall be permitted at any time to beneficially hold less than 20 Ordinary Shares nor beneficially hold with any Associate, in aggregate, more than 10% of the total number of Ordinary Shares then in issue;

1.1.4.6 no Ordinary Shareholder shall be permitted to Encumber its Ordinary Shares; and

1.1.4.7 the Company shall not permit any Ordinary Shares to be held by one person for the beneficial interest of another.

1.2 **restrictions or prohibitions on Sale or Encumbrance of Ordinary Shares**

1.2.1 Ordinary Shares shall be transferable only in accordance with the provisions of this MOI, and the Company shall not accept and register the transfer of any Ordinary Share in contravention of this paragraph 1.2; provided that there shall be no restriction on transferring Ordinary Shares pursuant to the Scheme of Arrangement. The Company shall procure that mechanisms are in place to ensure that all purchasers of the Ordinary Shares shall be bound by the provisions of this MOI and the Relationship Agreement.

1.2.2 MCG has established the STC, which committee shall consider and verify any proposed transfer of ownership (including beneficial ownership) of Ordinary Shares pursuant to the Trading Market and shall accordingly regulate, or procure the regulation of, the registration of such transfer of ownership. The exact composition of the STC shall be determined by MCG from time to time. For the avoidance of doubt, the STC may, in its discretion, delegate the authority granted to it in terms of this paragraph 1.2.2 to a third party; provided that at all times the STC shall stipulate the method and process of verification to such third party.

1.2.3 All proposed transfers of Ordinary Shares (including a change in beneficial ownership), must be submitted to the STC or its agent for consideration in the form prescribed by the STC or its agent from time to time together with the following supporting documentation in respect of the proposed transferee:

1.2.3.1 in respect of individuals, a certified copy of the proposed transferee's identity document, proof of residence and an affidavit signed by the proposed transferee confirming that the proposed transferee is a Black Person;

1.2.3.2 in respect of Black Companies, a certified copy of their latest BEE status/rating certification being no older than 12 months (issued by a BEE rating verification agency accredited by SANAS and acceptable to MCG in its sole and absolute discretion) (if such is available), a certified copy of their memorandum of incorporation and a certified copy of their share transfer register, and any other such documents as may be reasonably required by the STC, an agent appointed on behalf of the STC or any securities exchange on which the Ordinary Shares are listed; and

1.2.3.3 in respect of Black Entities, a certified copy of any applicable constitutional or other such document, a certified copy of any rules or regulations governing the operations and management of such entity, certified copies of the identity documents of the trustees or representatives of the governing body of such entity (if any), and any other such documents as may reasonably be required by the STC, an agent appointed on behalf of the STC or any securities exchange on which the Ordinary Shares are listed.

1.2.4 In considering any proposed transfer of Ordinary Shares, the STC or its agent shall, for the purposes of ascertaining the BEE rating/status of any proposed transferee, be entitled in addition to requesting any such additional documents as may be necessary to ascertain such BEE rating/status, to request that such transferee (at its own expense) provide a BEE Ownership Certificate of Compliance.

1.2.5 MCG shall procure that all proposed transfers of Ordinary Shares shall be considered by the STC or its agent as soon as reasonably possible in the circumstances subsequent to being lodged with the STC or its agent.

1.2.6 The STC or its agent may make any further requirements and stipulations from time to time in respect of the consideration and verification of the transfer of Ordinary Shares as it deems fit, with the written approval of MCG. Holders of Ordinary Shares shall be advised of any further requirements and stipulations as determined by the STC or its agent in writing, at least 2 months prior to such requirements and stipulations being effective.

1.2.7 Ordinary S hares may only be transferred to and be beneficially held by Eligible Ordinary Shareholders, subject always to the prior written approval of the STC or its agent pursuant to its consideration of the proposed transfer and subject to its BEE verification of the proposed transferee.

1.2.8 No Ordinary Shares shall be transferred where such transfer shall result in a breach of any of the provisions of the Relationship Agreement and/or this MOI.

1.2.9 Subject to article 7.1, to the extent that, and for whatever reason (whether intentionally, negligently or accidentally), any Ordinary Share is transferred to or

held by any Person who is not a Black Participant ("**the Non-qualifying Shareholder**"), such Ordinary Share shall:

1.2.9.1 not confer upon the Non-qualifying Shareholder any right to receive a dividend, Distribution, or payment by virtue of the holding of that Ordinary Share, or to share otherwise in any economic benefit to which the Ordinary Shareholders are entitled by virtue of their holding Ordinary Shares;

1.2.9.2 result in such Non-qualifying Shareholder being deemed, on the date on which such Ordinary Share was transferred to such Non-qualifying Shareholder, to have ceded to MCG (or its nominee) any voting rights attaching to such Ordinary Share pursuant to this MOI and to have irrevocably appointed MCG or its nominee as proxy for the voting of such voting rights;

1.2.9.3 pursuant to the cession of voting rights contemplated in paragraph 1.2.9.2, result in MCG (or its nominee) being entitled to vote such Ordinary Shares at any general meeting of HoldCo in accordance with the provisions of article 7.10 (and article 7.10.4 in particular), and the formula set out in article 7.10.4 shall apply, mutatis mutandis, to MCG (or its nominee) for the purposes of calculating the number of such votes exercisable by MCG pursuant to the provisions of article 7.10 as regards the voting rights contemplated in this paragraph 1.2.9.

1.3 **restrictions or prohibitions on Sale or Encumbrance by the Company of its HoldCo Ordinary Shares**

Subject to the relevant compulsory sale provisions contained in this MOI, including any come-along provisions, the Company shall not, at any time, be entitled to Sell or Encumber any HoldCo Ordinary Share held by it unless MCG has consented thereto in writing, in its sole and absolute discretion.

1.4 **restrictions or prohibitions on the exercise by the Company of its rights relating to alteration of share capital and acquisition by the Company of its own shares**

The Company shall not at any time during the Company Empowerment Compliance Period do any of the following:

1.4.1 issue any further shares or other instruments which are by nature equity to any Person;

1.4.2 vary, amend or otherwise alter the rights attaching to any class of shares in its share capital;

1.4.3 consolidate, subdivide or convert any of its share capital or in any way alter the rights attaching thereto;

1.4.4 cancel or repurchase any of its shares; or

1.4.5 accept and register any transfer of its shares,

unless MCG consents thereto in writing, or save as may be permitted under this MOI.

1.5 **restrictions on payments to shareholders**

Notwithstanding any other provisions in this MOI, the Company may not make any transfers to its shareholders until all and any amounts outstanding under the MCG Preference Share Subscription Agreement have been repaid in full, unless any such payments are expressly authorised by the Transaction Documents.

1.6 **restrictions on directors**

The Company will not:

1.6.1 permit any director to be appointed to the Board if:

1.6.1.1 as a result of such appointment the majority of the directors on the Board are not Black People; or

1.6.1.2 immediately prior to such appointment the minority of the directors on the Board were Black People, unless such director is himself/herself a Black Person,

and the Company accordingly undertakes that it will not give effect to any agreement or exercise any right in terms of any such agreement that permits the appointment of directors to the Board otherwise than in accordance with the foregoing;

1.6.2 subject to paragraph 1.6.1.2, permit the majority of all the votes of the directors on its Board to be exercisable otherwise than by Black People.

1.7 **general restrictions**

1.7.1 The Company will not:

1.7.1.1 permit anything to be done, directly or indirectly, which would negate any one or more or all of the undertakings given by it in this paragraph 1.7 of Schedule 1;

1.7.1.2 incur any liability or borrowings apart from taxation, normal administrative and statutory expenses and, those liabilities or borrowings permitted or required or contemplated under the MCSA Empowerment Transaction, the MCG Offer, the Scheme of Arrangement, the Transaction Documents and the 2019 Transaction Documents;

1.7.1.3 dispose of any of its shares in or claims (if any) against HoldCo, other than as contemplated under the MCSA Empowerment Transaction, the MCG Offer, the Scheme of Arrangement, the Transaction Documents and the 2019 Transaction Documents;

1.7.1.4 have or acquire any investment/s (equity or otherwise) in addition, to its investment in HoldCo;

1.7.1.5 conduct its business other than as contemplated under the MCSA Empowerment Transaction, the MCG Offer, the Scheme of Arrangement, the Transaction Documents and the 2019 Transaction Documents;

1.7.1.6 commence or engage in any dissolution, liquidation, consolidation or merger proceedings in relation to the Company;

1.7.1.7 grant any rights, whether real or personal, of any nature whatsoever, whether registered or unregistered, over any of its assets to any third party whatsoever, and in particular, but without limitation, the Company shall not cede, pledge, mortgage or encumber any of its assets in any manner whatsoever, save to the extent to which the Company may be required to do

so by order of a competent court and/or as may be contemplated under the MCSA Empowerment Transaction, the MCG Offer, the Scheme of Arrangement, the Transaction Documents and the 2019 Transaction Documents; and

1.7.1.8 be entitled to embark upon any other business or undertake any business obligation other than as contemplated in article 2.2 of this MOI.

1.7.2 The auditors of the Company shall be appointed by the shareholders, subject to the remaining provisions of this MOI.

1.7.3 The Company shall not have any capacity to enter into any transaction relating to the Company of the nature prohibited by or contrary to the provisions of the Transaction Documents and the 2019 Transaction Documents.

1.7.4 Nothing recorded in this Schedule 1 shall be interpreted or construed as precluding or prohibiting:

1.7.4.1 the negotiation, conclusion and/or amendment by the Company of any of the Transaction Documents and the 2019 Transaction Documents, the exercise by the Company of its rights under such Transaction Documents and the 2019 Transaction Documents and the performance by the Company of its obligations thereunder, to the extent that such conclusion, exercise and/or performance will not result in a breach by the Company of any of its obligations under the provisions of the Transaction Documents and the 2019 Transaction Documents;

1.7.4.2 the receipt by the Company of Distributions, including capitalisation shares;

1.7.4.3 subject to paragraph 1.7.2, the appointment, removal and replacement of the auditors to the Company;

1.7.4.4 the appointment, removal and/or replacement of directors to the Board at any time, provided written notice of such appointment, removal and/or replacement is given by the Company to MCG within 3 Business Days of same having been effected;

1.7.4.5 the preparation and presentation at the AGM of the annual audited financial statements of the Company;

1.7.4.6 the preparation and presentation at the AGM of the annual report of the Board;

1.7.4.7 the presentation at the AGM of the annual report of the auditors to the Company;

1.7.4.8 the taking of legal or other action to protect or pursue the Company's rights under those agreements to which the Company is a party;

1.7.4.9 the defence of any legal proceedings against the Company, provided that written notice of such legal proceedings and of their progress, is provided to MCG, from time to time and whenever so required by MCG on written notice to the Company;

1.7.4.10 the rendering of tax and other regulatory returns;

1.7.4.11 objecting to tax assessments or appealing against such assessments;

1.7.4.12 exercising its rights under those agreements to which the Company is a party; and

1.7.4.13 complying with all obligations imposed on the Company by law or any regulatory authority having jurisdiction over the Company.

2. **Legal powers and capacity of the Company**

Except as permitted or required or contemplated by the Transaction Documents, the 2019 Transaction Documents under the MCSA Empowerment Transaction, the MCG Offer and/or the Scheme of Arrangement, such compliance having been confirmed in writing by MCG, the Company shall not have the power or capacity to, and no director, other officer, body or organ of the Company shall be authorised on behalf of the Company to:

2.1 lend money to any person or company;

2.2 provide financial assistance as contemplated in section 44(2);

2.3 enter into any indemnities, guarantees or suretyships or secure payment thereunder in any way;

2.4 amalgamate with other companies;

2.5 remunerate any person or persons, either in cash or by the allotment of shares (credited as fully paid-up), for services rendered in its formation or in the development of its business;

2.6 save for HoldCo, take part in the management, supervision and control of the business or operations of any other company or business or enter into any partnerships;

2.7 make donations;

2.8 pay gratuities and pensions and establish pension schemes, profit-sharing plans and other incentive schemes in respect of its directors, officers and employees;

2.9 borrow money, without the consent of MCG in writing

2.10 secure the payment of monies borrowed in any manner (including the mortgaging and pledging of property and, without detracting from the generality thereof, in particular by the issue of any kind of debenture or debenture stock, with or without security);

2.11 purchase or acquire in any way stock-in-trade, plant, machinery, land, buildings, agencies, shares (other than in HoldCo or pursuant to the Scheme of Arrangement and the MCG Offer), debentures or any other kind or description of movable and immovable property;

2.12 manage, insure, Sell, lease, mortgage, dispose of, give in exchange, work, develop, build on, improve, turn to account or in any way otherwise deal with its undertaking or all or any part of its property and assets;

2.13 apply for, purchase or by any other means acquire, protect, prolong and renew any patents, patent rights, licences, trade marks, concessions or other rights or deal with and alienate them;

2.14 invest money in any manner;

2.15 overdraw any bank accounts;

2.16 save for dividends to its Ordinary Shareholders and payments contemplated in this MOI, make, draw, issue, execute, accept, endorse or discount promissory notes, bills of exchange or any other kind of negotiable or transferable instruments;

2.17 undertake or execute any trust;

2.18 enter into contracts outside the Republic or execute any contracts, deeds and documents in any foreign country;

2.19 have a seal or use such seal for any purpose in the Republic or in any foreign country;

2.20 enter into any transaction:

2.20.1 that contravenes or conflicts with the MOI;

2.20.2 that contravenes or conflicts with the obligations of the Company under any agreement, document, deed or instrument to which it is or may become a party in accordance with the MOI (including the Transaction Documents and the 2019 Transaction Documents);

2.20.3 in respect of which the Company has no capacity or power;

2.20.4 to the extent to which the capacity or powers of the Company have been negated, restricted and/or qualified; or

2.20.5 unless all applicable restrictive conditions which are imposed under the MOI are complied with in full,

and any such actions shall only be valid to the extent that those actions are undertaken in accordance with, and as envisaged by, the provisions of the Transaction Documents and as far as such compliance with the Transaction Documents and/or the 2019 Transaction Documents is confirmed by MCG in writing.

Schedule 2

Rights attaching to Securities

1. Rights attaching to Ordinary Shares

The Ordinary Shareholders shall

1.1 subject to the limitations on transfer set out in Schedule 1, have the right to be entered in the securities register of the Company as the registered holder of an Ordinary Share;

1.2 have the right to attend, participate in, speak at and vote on any matter to be considered at, any meeting of Ordinary Shareholders;

1.3 have the right to receive any distribution by the Company, if and when declared on the Ordinary Shares, to be made in proportion to the number of Ordinary Shares held by each Ordinary Shareholder;

1.4 have the right to receive the net assets of the Company remaining upon its liquidation;

1.5 have any other rights attaching to the Ordinary Shares in terms of the Act or any other law.

Schedule 3

In terms of article 5.9.3, the Company may by special resolution:

1. consolidate and reduce the number of issued shares to such number as the resolution shall prescribe;

2. increase the number of its issued shares;

3. vary the rights attached to any shares not yet issued;

4. convert any of its shares, whether issued or not, into shares of another class or classes and attach thereto respectively any preferential, qualified, special or deferred rights, privileges or conditions; and

5. in a winding-up, authorise the payment to the Ordinary Shareholders' *in specie* any part of the assets of the Company (including any shares or securities of other companies), or may authorise the vesting of such assets in trustees for the benefit of such Ordinary Shareholders.

Schedule 2

Rights attaching to Securities

1. **Rights attaching to Ordinary Shares**

The Ordinary Shareholders shall

2.21 subject to the limitations on transfer set out in Schedule 1, have the right to be entered in the securities register of the Company as the registered holder of an Ordinary Share;

2.22 have the right to attend, participate in, speak at and vote on any matter to be considered at, any meeting of Ordinary Shareholders;

2.23 have the right to receive any distribution by the Company, if and when declared on the Ordinary Shares, to be made in proportion to the number of Ordinary Shares held by each Ordinary Shareholder;

2.24 have the right to receive the net assets of the Company remaining upon its liquidation; and

2.25 have any other rights attaching to the Ordinary Shares in terms of the Act or any other law.

Schedule 3

In terms of article 5.9.3, the Company may by special resolution:

1. consolidate and reduce the number of issued shares to such number as the resolution shall prescribe;

3. increase the number of its issued shares;

4. vary the rights attached to any shares not yet issued;

5. convert any of its shares, whether issued or not, into shares of another class or classes and attach thereto respectively any preferential, qualified, special or deferred rights, privileges or conditions; and

6. in a winding-up, authorise the payment to the Ordinary Shareholders' *in specie* any part of the assets of the Company (including any shares or securities of other companies), or may authorise the vesting of such assets in trustees for the benefit of such Ordinary Shareholders.