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## THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

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*The definitions and interpretations commencing on page 6 of this Circular apply mutatis mutandis to this cover page.*

### **ACTION REQUIRED BY SHAREHOLDERS:**

1. Shareholders should note that whilst this entire Circular is important and should be read in its entirety, particular attention should be paid to the section titled “*Action required by Shareholders*” commencing on page 4 of this Circular.
2. If you are in any doubt as to what action to take in relation to this Circular, please consult your CSDP, Broker, banker, attorney, accountant or other professional advisors immediately.
3. If you have disposed of all of your Shares, please forward this Circular and the attached Form of Proxy (*grey*) to the purchaser of such Shares or to the CSDP, Broker, banker, attorney, accountant or other professional advisors through whom the disposal was effected.

**Calgro does not accept responsibility, and will not be held liable, for any action of, or omission by, any CSDP or Broker including, without limitation, any failure on the part of the CSDP or Broker of any Shareholder to notify such Shareholder of the General Meeting, or any business to be conducted thereat.**

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**CALGRO M3 HOLDINGS LIMITED**  
Incorporated in the Republic of South Africa  
(Registration number 2005/027663/06)  
Share code: CGR ISIN: ZAE000109203  
("Calgro" or "the Company")

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## CIRCULAR TO CALGRO SHAREHOLDERS

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regarding:

- the approval and adoption of the Scheme.

and incorporating:

- the Notice of General Meeting; and
  - a Form of Proxy (*grey*) in respect of the General Meeting, for use by Certificated Shareholders and Dematerialised Shareholders who have selected Own-Name Registration only.
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**Sponsor**



**Date of issue: Wednesday, 5 April 2023**

Copies of this Circular, which are available in English only, may be obtained during normal business hours from Wednesday, 5 April 2023 up to and including Wednesday, 10 May 2023 from the registered offices of the Company and the offices of PSG Capital at their respective addresses set out in the “*Corporate Information*” section of this Circular. A copy of this Circular will also be available on the Company’s website ([www.calgrom3.com](http://www.calgrom3.com)).

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## CORPORATE INFORMATION

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*The definitions and interpretations commencing on page 6 of this Circular apply mutatis mutandis to this Corporate Information section.*

### **Directors**

Hatla Ntene (*Chairman*)\*#  
Ralph Bruce Patmore (*Lead independent*)\*#  
Willem Jakobus Lategan (*Chief Executive Officer*)  
Sayuri Urvashi Naicker (*Financial Director*)  
Willem Adolph Joubert  
Wayne Williams  
George Stephanus Hauptfleisch\*  
Tyrone Christie Moodley\*  
Mduduzi Edward Gama\*#  
Thembalihle Phillip Baloyi\*#

\* Non-executive  
# Independent

### **Date of Incorporation of Calgro**

5 August 2005

### **Place of Incorporation**

Republic of South Africa

### **Company Secretary**

Juba Statutory Services Proprietary Limited  
(represented by Sirkien van Schalkwyk)

### **Registered Address**

Calgro M3 Building  
Ballywoods Office Park  
33 Ballyclare Drive  
Bryanston, 2196  
(Private Bag X33, Craighall, 2024)

### **Sponsor**

PSG Capital Proprietary Limited  
(Registration number 2006/015817/07)  
1<sup>st</sup> Floor, Ou Kollege  
35 Kerk Street  
Stellenbosch, 7600  
(PO Box 7403, Stellenbosch 7599)  
and  
Suite 1105, 11<sup>th</sup> Floor  
Sandton Eye Building  
126 West Street  
Sandton, 2196  
(PO Box 650957, Benmore, 2010)

### **Transfer Secretaries**

Computershare Investor Services Proprietary Limited  
(Registration number 2004/003647/07)  
Rosebank Towers  
15 Biermann Ave  
Rosebank, 2196  
(Private Bag X9000, Saxonwold, 2132)

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## TABLE OF CONTENTS

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*The definitions and interpretations commencing on page 6 of this Circular apply mutatis mutandis to this table of contents.*

<b>CORPORATE INFORMATION .....</b>	<b>2</b>
<b>ACTION REQUIRED BY SHAREHOLDERS .....</b>	<b>4</b>
<b>SALIENT DATES AND TIMES .....</b>	<b>5</b>
<b>DEFINITIONS AND INTERPRETATIONS .....</b>	<b>6</b>
<b>CIRCULAR TO CALGRO SHAREHOLDERS .....</b>	<b>8</b>
1. INTRODUCTION AND PURPOSE OF THE CIRCULAR .....	8
2. THE SCHEME .....	8
3. THE 2019 EXECUTIVE SHARE INCENTIVE SCHEME .....	9
4. THE INITIAL AWARD IN TERMS OF THE SCHEME .....	10
5. GENERAL MEETING .....	10
6. OPINION AND RECOMMENDATION .....	10
7. RESPONSIBILITY STATEMENT .....	10
8. ADVISORS' CONSENTS .....	10
9. DOCUMENTS AVAILABLE FOR INSPECTION .....	11
<b>ANNEXURE A.....</b>	<b>12</b>
<b>NOTICE OF GENERAL MEETING .....</b>	<b>29</b>
<b>FORM OF PROXY.....</b>	<b>31</b>

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## ACTION REQUIRED BY SHAREHOLDERS

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*The definitions and interpretations commencing on page 6 of this Circular apply mutatis mutandis to this section.*

This entire Circular is important and requires your immediate attention. Please take careful note of the following provisions regarding the action required by Shareholders. If you are in any doubt as to what action to take, please consult your CSDP, Broker, banker, attorney, accountant or other professional advisers immediately.

If you have disposed of all of your Shares, please forward this Circular and the attached Form of Proxy (*grey*) to the purchaser of such Shares or to the CSDP, Broker, banker, attorney, accountant or other professional advisors through whom the disposal was effected.

The General Meeting will be held at the offices of the Company at Calgro M3 Building, Ballywoods Office Park, 33 Ballyclare Drive, Bryanston, Sandton on Wednesday, 10 May 2023 at 10:00 for purposes of considering and, if deemed fit, passing the ordinary resolutions required to authorise the adoption of the Scheme. The Notice of General Meeting is attached to and forms part of this Circular.

### 1. DEMATERIALISED SHAREHOLDERS WHO ARE NOT OWN-NAME DEMATERIALISED SHAREHOLDERS

#### 1.1 Voting at the General Meeting

- 1.1.1 Your Broker or CSDP should contact you to ascertain how you wish to cast your vote at the General Meeting and should thereafter cast your vote in accordance with your instructions.
- 1.1.2 If you have not been contacted by your Broker or CSDP, it is advisable for you to contact your Broker or CSDP and furnish it with your voting instructions.
- 1.1.3 If your Broker or CSDP does not obtain voting instructions from you, it will be obliged to vote in accordance with the instructions contained in the custody agreement concluded between you and your Broker or CSDP.
- 1.1.4 You must **not** complete the attached Form of Proxy.

#### 1.2 Attendance and representation at the General Meeting

In accordance with the mandate between you and your Broker or CSDP, you must advise your Broker or CSDP if you wish to attend the General Meeting and if so, your Broker or CSDP will issue the necessary letter of representation to you to attend and vote at the General Meeting.

### 2. CERTIFICATED SHAREHOLDERS AND DEMATERIALISED SHAREHOLDERS WHO ARE OWN-NAME DEMATERIALISED SHAREHOLDERS

#### 2.1 Voting and attendance at the General Meeting

- 2.1.1 You are entitled to attend the General Meeting in person and speak, vote or abstain from voting at the General Meeting.
- 2.1.2 Alternatively, you may appoint a proxy to represent you at the General Meeting by completing the attached Form of Proxy in accordance with the instructions contained therein and returning it to the Transfer Secretaries, to be received by them preferably by no later than 10:00 on Monday, 8 May 2023, or thereafter by handing such form to the chairman of the General Meeting at the General Meeting (should you lodge your form of proxy with the Transfer Secretaries less than 48 hours before the General Meeting, you will be required to furnish a copy of such Form of Proxy to the chairman of the General Meeting before the appointed proxy exercises any of your rights at the General Meeting).

### 3. GENERAL

#### Approval necessary for the implementation of the Scheme at the General Meeting

The adoption of the Scheme is subject, *inter alia*, to the approval of Shareholders by ordinary resolution at the General Meeting in accordance with the JSE Listings Requirements. In order to be approved, the ordinary resolution must be adopted with the support of at least 75% of the voting rights exercised on such resolution, at the General Meeting.

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## SALIENT DATES AND TIMES

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*The definitions and interpretations commencing on page 6 of this Circular apply mutatis mutandis to this section.*

	<b>2023</b>
Record date to determine which Shareholders are eligible to receive this Circular (including the Notice of General Meeting) on	Friday, 31 March
Circular (including the Notice of General Meeting) posted to Shareholders and notice convening the General Meeting released on SENS on	Wednesday, 5 April
Last day to trade in Shares in order to be eligible to attend, participate in and vote at the General Meeting on	Tuesday, 2 May
General Meeting Record Date for Shareholders to be recorded in the Register in order to be eligible to attend, participate in and vote at the General Meeting	Friday, 5 May
For administrative reasons, Forms of Proxy in respect of the General Meeting to be lodged with the Transfer Secretaries by no later than 10:00 on	Monday, 8 May
General Meeting of Shareholders to be held at 10:00 on	Wednesday, 10 May
Results of General Meeting released on SENS on	Wednesday, 10 May
Results of General Meeting published in the press on	Thursday, 11 May

### Notes

1. All of the above dates and times are subject to change. Any changes made will be released on SENS.
2. Shareholders should note that, as transactions in shares are settled in the electronic settlement system used by Strate, settlement of trades take place three Business Days after such trade. Therefore, persons who acquire Shares after the last day to trade in order to be eligible to vote at the General Meeting, namely Tuesday, 2 May 2023, will not be able to vote thereat.
3. A Shareholder may submit the Form of Proxy at any time before the commencement of the General Meeting (or any adjournment of the General Meeting) or hand it to the chairman of the General Meeting before the General Meeting (or any adjournment of the General Meeting), provided that, should a Shareholder lodge the Form of Proxy with the Transfer Secretaries less than 48 hours before the General Meeting, a Shareholder will also be required to furnish a copy of such Form of Proxy to the chairman of the General Meeting before the appointed proxy exercises any of such Shareholder's rights at the General Meeting (or any adjournment of the General Meeting).
4. If the General Meeting is adjourned or postponed, Forms of Proxy submitted for the initial General Meeting will remain valid in respect of any such adjournment or postponement.
5. All times given in this Circular are local times in South Africa.

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## DEFINITIONS AND INTERPRETATIONS

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In this Circular, unless the context indicates otherwise, reference to the singular shall include the plural and *vice versa*, words denoting one gender include the others, words and expressions denoting natural persons include juristic persons and associations of persons and the words and expressions in the first column have the meanings stated opposite to them in the second column.

“Board” or “Directors”	the board of directors of Calgro, whose names appear in the “ <i>Corporate Information</i> ” section of this Circular;
“Broker”	a “stockbroker” as defined in the Financial Markets Act, or its nominee;
“Business Day”	any day, other than a Saturday, Sunday or public holiday in South Africa;
“Calgro” or the “Company”	Calgro M3 Holdings Limited (Registration number 2005/027663/06), a public Company incorporated under the laws of South Africa, the issued ordinary share capital of which is listed on the Main Board of the JSE;
“Certificated Shareholders”	holders of Certificated Shares;
“Certificated Shares”	Shares being “certificated securities” as defined in the Financial Markets Act and having accordingly not yet been Dematerialised, title to which is evidenced by Documents of Title;
“Circular”	this document dated Wednesday, 5 April 2023, incorporating the Notice of General Meeting and Form of Proxy;
“Companies Act”	the Companies Act, No. 71 of 2008, as amended;
“Company Secretary”	the Company secretary of Calgro as appointed in terms of the Companies Act from time to time;
“CSDP”	a Central Securities Depository Participant, accepted as a participant in terms of the Financial Markets Act, with whom a Shareholder holds a Dematerialised share account;
“Dematerialise” or “Dematerialisation”	the process by which Certificated Shares are converted into an electronic format as Dematerialised Shares and recorded in Calgro’s uncertificated securities register administered by a CSDP;
“Dematerialised Shareholders”	Shareholders who hold Dematerialised Shares;
“Dematerialised Shares”	Shares which have been incorporated into the Strate system and which are no longer evidenced by certificates or other physical Documents of Title;
“Documents of Title”	share certificates, certified transfer deeds, balance receipts or any other physical documents of title pertaining to the Shares in question, acceptable to the Board;
“Financial Markets Act”	the Financial Markets Act, No. 19 of 2012, as amended;
“Form of Proxy”	for purposes of the General Meeting, the form of proxy ( <i>grey</i> ) for use by Certificated Shareholders and Own-Name Dematerialised Shareholders only;
“General Meeting”	the general meeting of Shareholders to be held at offices of the Company at Calgro M3 Building, Ballywoods Office Park, 33 Ballyclare Drive, Bryanston, Sandton at 10:00 on Wednesday, 10 May 2023, convened in terms of the Notice of General Meeting, together with any reconvened general meeting held as a result of the adjournment or postponement of that general meeting;

“General Meeting Record Date”	in terms of section 59(1)(b) of the Companies Act, the date determined by the Directors as being the date by which a Shareholder is required to be recorded as such in the Register in order to be eligible to attend, participate in and to vote at the General Meeting, being Friday, 5 May 2023;
“Group” or “Calgro Group”	Calgro and its Subsidiaries;
“JSE”	the exchange, licensed under the Financial Markets Act, operated by the JSE Limited (Registration number 2005/022939/06), a public Company incorporated under the laws of South Africa;
“JSE Listings Requirements”	the Listings Requirements of the JSE in force as at the Last Practicable Date;
“Last Practicable Date”	the last practicable date before finalisation of this Circular, which date was Friday, 31 March 2023;
“MOI”	the memorandum of incorporation of Calgro;
“Notice of General Meeting”	the notice of the General Meeting, forming part of this Circular;
“Own-Name Registration” or “Own- Name Dematerialised Shareholders”	Shareholders who hold Shares that have been Dematerialised and are recorded by the CSDP on the sub-register kept by that CSDP in the name of such Shareholder;
“PSG Capital”	PSG Capital Proprietary Limited (Registration number 2006/015817/07), a private Company incorporated under the laws of South Africa;
“Rand” or “R”	South African Rand;
“Register”	the register of Shareholders of the Company;
“Scheme”	the Calgro Share Incentive Scheme, the terms, conditions and rules of which are embodied in the Scheme Rules, as approved by the JSE on 28 March 2023, which scheme is to be tabled at the General Meeting for approval by Shareholders;
“Scheme Rules”	the rules of the Scheme, including all annexures thereto, a copy of which is included in <b>Annexure A</b> forming part of this Circular;
“Shareholders”	registered holders of Shares;
“Shares”	ordinary no-par value shares in the issued share capital of Calgro;
“South Africa”	the Republic of South Africa;
“Strate”	Strate Proprietary Limited, registration number 1998/022242/07, a private Company with limited liability duly incorporated under the laws of South Africa and which is a registered central securities depository responsible for the electronic custody and settlement system used by the JSE;
“Subsidiary” or “Subsidiaries”	a “subsidiary” as defined in the Companies Act;
“Transfer Secretaries” or “Computershare”	Computershare Investor Services Proprietary Limited (Registration number 2004/003647/07), a private Company incorporated under the laws of South Africa.



# CALGRO M3

## CALGRO M3 HOLDINGS LIMITED

Incorporated in the Republic of South Africa

(Registration number 2005/027663/06)

Share code: CGR ISIN: ZAE000109203

("Calgro" or "the Company")

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### Directors

Hatla Ntene (*Chairman*)\*#

Ralph Bruce Patmore (*Lead independent*)\*#

Willem Jakobus Lategan (*Chief Executive Officer*)

Sayuri Urvashi Naicker (*Financial Director*)

Wayne Williams

Willem Adolph Joubert

George Stephanus Hauptfleisch\*

Tyrone Christie Moodley\*

Mduduzi Edward Gama\*#

Thembalihle Phillip Baloyi\*#

\* Non-executive

# Independent

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## CIRCULAR TO CALGRO SHAREHOLDERS

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### 1. INTRODUCTION AND PURPOSE OF THE CIRCULAR

- 1.1. The Scheme is being proposed in order to attract, retain and reward certain identified key employees of the Calgro Group ("**Employees**"), by providing them with the opportunity to receive Shares in Calgro. The Scheme will provide Employees with an incentive to advance the interests and growth of the Group over the long term, by awarding them with the opportunity to share in the success of the Company, to more closely align the interest of Employees and Shareholders.
- 1.2. The purpose of this Circular is to provide Shareholders with details of the Scheme and all other relevant information pertaining to the implementation thereof, in order for Shareholders to make an informed decision at the General Meeting.

### 2. SALIENT TERMS OF THE SCHEME

- 2.1. One of the main objectives of the Scheme is to reduce the risk of losing Employees, whom the Board determines to be critical and key to the success of the Group, from time to time, for a minimum period of 5 years, to ensure continuity and to better align their interests with the interests of Shareholders by providing them with the opportunity to receive Shares in Calgro through the award of options, each of which, when exercised, shall entitle an Employee to receive one Share per option awarded, at no cost, subject to the provisions of the Scheme Rules ("**Options**").
- 2.2. Options shall only be capable of being exercised by an Employee in terms of the Scheme Rules, after such Options have vested, on the basis that, save for the initial award of Options referred to in paragraph 4 below ("**Initial Award**"), all Options awarded to an Employee at any date, shall vest as follows:



- 2.2.1. 20% thereof shall vest on the first anniversary of the date on which the Options were awarded to the Employee (“**Option Date**”);
- 2.2.2. 20% thereof shall vest on the second anniversary of the Option Date;
- 2.2.3. 20% thereof shall vest on the third anniversary of the Option Date;
- 2.2.4. 20% thereof shall vest on the fourth anniversary of the Option Date; and
- 2.2.5. 20% thereof shall vest on the fifth anniversary of the Option Date,

provided that the Employee remains in the employ of the Group at such date of vesting.

- 2.3. When an Employee exercises any Options in terms of the Scheme Rules, the Company will, unless agreed otherwise, settle the Options being exercised on a net-equity basis by settling such Employee’s after income tax gain through the issue and allotment or transfer of such number of fully paid Shares at the market price per Share at the closing of trade on the JSE on the date on which the Option is exercised.
- 2.4. The Scheme Rules limit the number of Shares which can be utilised for purposes of the Scheme on an aggregated and individual basis. The maximum aggregate number of Shares which may be settled to all Employees who participate in the Scheme, shall not exceed 10 000 000 Shares, which equates to approximately 7.4% of the total issued share capital of the Company, including Shares held in treasury, as at the Last Practicable Date (unless the Shareholders subsequently approve an increase in this number). The maximum total number of Shares which may be settled under the Scheme to any one Employee, shall not exceed 3 000 000 Shares, which equates to approximately 2.2% of the total issued share capital of the Company, including Shares held in treasury, as at the Last Practicable Date (unless the Shareholders subsequently approve an increase in this number).
- 2.5. The proposed Scheme is in line with the share incentive schemes of comparable companies listed on the JSE.
- 2.6. A copy of the full Scheme Rules is attached as **Annexure A** to, and forms part of, this Circular.

### **3. THE 2019 EXECUTIVE SHARE INCENTIVE SCHEME**

- 3.1. Shareholders are referred to the existing Calgro executive share incentive scheme, which was approved by Shareholders at the annual general meeting of the Company held on 28 June 2019, as amended by Shareholders at the annual general meeting of the Company held on 25 June 2021 (“**2019 Scheme**”).
- 3.2. In terms of the 2019 Scheme, the Company may allocate share appreciation rights (“**Appreciation Rights**”) to identified Employees, which Appreciation Rights will only vest, if a minimum increase in the 30-day volume weighted average price per Share (“**Appreciation**”) is achieved by the specified vesting dates. Provided that the Employee remains in the employ of the Group at the date of vesting, each Appreciation Right will entitle the Employee to receive the value of the Appreciation in the price of one Share, which Appreciation value may be settled by the Company, either by way of issuing the requisite number of Shares or through a payment in cash to the Employee.
- 3.3. In terms of the rules of the 2019 Scheme, the maximum number of Shares which may be utilised for purposes of the 2019 Scheme, shall not exceed 11 123 511 Shares, which equates to approximately 8.3% of the total issued share capital of the Company, including Shares held in treasury, as at the Last Practicable Date. As at the Last Practicable Date, the Board has awarded an aggregate of 10 348 404 Appreciation Rights in terms of the 2019 Scheme, 4 767 690 of which have lapsed, and no Shares have been utilised or issued for purposes of the 2019 Scheme.
- 3.4. The new Scheme Rules stipulate that the acceptance by an Employee of any Options awarded in terms of the new Scheme, will be conditional upon the Employee waiving any and all rights, title and interest which he/she has, or may in future have, in respect of any Appreciation Right (whether vested or unvested), which has not been settled yet in terms of the rules of the 2019 Scheme.
- 3.5. As at the Last Practicable Date, 13 Employees participate in the 2019 Scheme and hold unvested Appreciation Rights in terms thereof, four of which have been identified by the Board to receive the Initial Award of Options (as detailed in paragraph 4 below), should the Scheme be approved by Shareholders at the General Meeting. By accepting the Initial Award of Options, these Employees will waive their rights, title and interest in the unvested Appreciation Rights currently held by them in terms of the 2019 Scheme.
- 3.6. The 2019 Scheme will be retained and will continue to regulate the Appreciation Rights which have already been allocated to Employees, as well as any Appreciation Rights which may be allocated to Employees in future. The Board believes that the 2019 Scheme is more suitable to incentivise Employees in middle and senior management

positions and therefore intends to utilise the 2019 Scheme for such purpose if the new Scheme is approved by Shareholders at the General Meeting.

#### **4. THE INITIAL AWARD IN TERMS OF THE SCHEME**

4.1. Subject to the Scheme being approved by Shareholders at the General Meeting, the Board intends to make the Initial Award of Options to the following Employees:

- 4.1.1. Wayne Williams – Group Executive Director
- 4.1.2. Willem Adolph Joubert – Group Executive Director
- 4.1.3. Sayuri Urvashi Naicker – Group Financial Director
- 4.1.4. Allistiar Langson – Managing Director of the Company's main Subsidiary, Calgro M3 Developments (Pty) Ltd, on the first Business Day following the publication of the Company's annual financial statements for the financial year ending 28 February 2023.

4.2. As set out in the Scheme Rules, the Options forming part of the Initial Award shall vest as follows:

- 4.2.1. 20% thereof shall vest on 15 January 2024;
- 4.2.2. 20% thereof shall vest on 15 January 2025;
- 4.2.3. 20% thereof shall vest on 15 January 2026;
- 4.2.4. 20% thereof shall vest on 15 January 2027;
- 4.2.5. 20% thereof shall vest on 15 January 2028;

provided that the Employees remain in the employ of the Group at such date of vesting.

4.3. The Initial Award is intended to retain the Employees listed above, whom the Board has determined to be critical and key to the success of the Group, for a minimum period of 5 years, to ensure continuity and to better align their interests with the interests of Shareholders.

#### **5. GENERAL MEETING**

5.1. The General Meeting of Shareholders will be held at the offices of the Company at Calgro M3 Building, Ballywoods Office Park, 33 Ballyclare Drive, Bryanston, Sandton at 10:00 on Wednesday, 10 May 2023, for the purpose of considering, and if deemed fit, passing, with or without modification, the resolutions set out in the Notice of General Meeting, attached to, and forming part of, this Circular.

5.2. Details of the action required to be taken by Shareholders in respect of the General Meeting is set out on page 4 of this Circular.

#### **6. OPINION AND RECOMMENDATION**

The Directors are of the opinion that the adoption of the Scheme will be beneficial to the Calgro Group, the Employees of the Group and the Shareholders and accordingly, recommend that Shareholders vote in favour of the resolutions, to be proposed at the General Meeting, to approve and adopt the Scheme. The Directors who are Shareholders of Calgro intend to vote in favour of such resolutions to be proposed at the General Meeting to approve and adopt the Scheme.

#### **7. RESPONSIBILITY STATEMENT**

The Directors of Calgro, whose names appear in the "*Corporate Information*" section of this Circular, collectively and individually accept full responsibility for the accuracy of the information contained in the Circular and certify that, to the best of their knowledge and belief, there are no facts that have been omitted which would make any statement false or misleading, and that all reasonable enquiries to ascertain such facts have been made and that this Circular contains all information required by the JSE Listings Requirements.

#### **8. ADVISORS' CONSENTS**

The parties referred to in the "*Corporate Information*" section of this Circular, have consented in writing to act in the capacities stated and to the inclusion of their names and, where applicable, reports, in this Circular in the form and context in which they appear and have not withdrawn their consent prior to the publication of this Circular.

## 9. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents will be available for inspection at the registered office of Calgro and at the offices of the PSG Capital, during normal office hours, from the date of issue of this Circular up to and including Wednesday, 10 May 2023:

- 9.1 a signed copy of the Circular; and
- 9.2 a signed copy of the Scheme Rules.

**SIGNED AT JOHANNESBURG ON WEDNESDAY, 5 APRIL 2023 ON BEHALF OF ALL THE DIRECTORS OF THE COMPANY, AS LISTED BELOW, IN TERMS OF POWERS OF ATTORNEY SIGNED BY SUCH DIRECTORS**



WJ LATEGAN

*Chief Executive Officer*

Hatla Ntene (*Chairman*)\*#

Ralph Bruce Patmore (Lead independent)\*#

Willem Jakobus Lategan (*Chief Executive Officer*)

Sayuri Urvashi Naicker (*Financial Director*)

Willem Adolph Joubert

Wayne Williams

George Stephanus Hauptfleisch\*

Tyrone Christie Moodley\*

Mduduzi Edward Gama\*#

Thembalihle Phillip Baloyi\*#

\* *Non-executive*

# *Independent*

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**SCHEME RULES**

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**CALGRO M3 HOLDINGS LIMITED**

(Registration No. 2005/027663/06)

**SHARE INCENTIVE SCHEME 2023**

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## TABLE OF CONTENTS

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1.	INTRODUCTION .....	14
2.	INTERPRETATION .....	14
3.	OPERATION OF THE SCHEME .....	17
4.	SCHEME LIMITS .....	18
5.	AWARD OF OPTIONS [14.1(f)] .....	19
6.	ACCEPTANCE OF OPTIONS .....	19
7.	VESTING AND EXERCISE OF OPTIONS .....	19
8.	SETTLEMENT OF OPTIONS AND DELIVERY OF SHARES .....	20
9.	RESTRICTIONS AND SALE .....	22
10.	FORFEITURE AND LAPSE OF OPTIONS .....	22
11.	TERMINATION OF EMPLOYMENT [14.1(h)] .....	22
12.	CHANGE OF CONTROL [14.1(g)] .....	24
13.	VARIATION IN SHARE CAPITAL [14.3(a), (b), (c)] .....	24
14.	COMPLIANCE AND DISCLOSURE .....	24
15.	FURTHER CONDITIONS .....	25
16.	AMENDMENTS AND TERMINATION [14.2] .....	25
17.	POWER OF ATTORNEY .....	26
18.	CO-OPERATION .....	26
19.	COSTS .....	26
20.	DISPUTES .....	26
21.	DOMICILIUM AND NOTICES .....	26
22.	GOVERNING LAW .....	27

## 1. INTRODUCTION

The main object and purpose of the Scheme is to incentivise and retain Employees, by providing them with the opportunity to receive Shares in the Company through the Award of Options. In terms of the Scheme, the Company will provide Employees with an incentive to advance the interests and growth of the Group over the long term, by awarding them with the opportunity to share in the success of the Company.

These Rules facilitate and govern the implementation of the Scheme. A Participant shall be deemed to have accepted such rights, benefits, privileges, duties and obligations arising or imposed upon him in terms hereof upon Acceptance of any Option in terms of these Rules.

## 2. INTERPRETATION

In these Rules, unless inconsistent with the context, the following words and expressions will have the following meanings –

“2019 Share Scheme”	the existing Calgro M3 executive share incentive scheme of the Company, which was approved by Shareholders at the annual general meeting of the Company held on 28 June 2019, as amended by Shareholders at the annual general meeting of the Company held on 25 June 2021;
“Accept”	the completion of a Notice of Acceptance by an Employee and the delivery thereof to the Company Secretary in terms of clause 6.2 and “Accepted” or “Acceptance” will be construed accordingly;
“Act”	the Companies Act, No 71 of 2008, as amended;
“After-Tax Gain”	bears the meaning ascribed thereto in clause 8.5.2;
“Associate”	any company defined as such in terms of International Financial Reporting Standards (IFRS);
“Auditors”	the auditors of the Company, from time to time, but should the auditors of the Company be unwilling or unable to act in any manner contemplated in these Rules, then the auditors in such circumstances shall be such other independent auditors as may be appointed by the Board;
“Award”	an award of a specified number of Options to a Participant on the basis set out in the Award Letter and the Rules, and “Awarded” will bear a similar meaning;
“Award Letter”	a letter containing the information specified in clause 5.2 sent by the Company, or its nominee, to an Employee informing the Employee of the Award of Options;
“Board”	the board of directors for the time being of the Company, excluding any executive Directors of the Company, acting either itself or through any committee, the members of which do not hold any executive office within the Group (including any remuneration committee appointed by the Board), constituted from time to time and appointed by the Board for the purpose of administering the Scheme; [14.4, 14.5]
“Business Day”	any day on which the JSE is open for the transaction of business;
“Capitalisation Issue”	the issue of Shares as a result of the capitalisation of the Company's profits and/or reserves (including the share premium account and the capital redemption reserve fund), as contemplated in section 47 of the Act;
“Change of Control”	where a person (or persons acting together in concert), who did not have Control of the Company, through a transaction or series of transactions, acquires Control of the Company;
“Change of Control Date”	the date on which the Change of Control of the Company becomes effective;
“Company”	Calgro M3 Holdings Limited (registration number 2005/027663/06) or its successor-in-title;
“Company Secretary”	the secretary of the Company as appointed in terms of the Act, from time to time;
“Control”	(a) the holding of Shares or the aggregate of holdings of Shares or other securities in the Company entitling the holder thereof to exercise, or cause to be exercised, more than the 50% (fifty percent) of the voting rights at shareholder meetings of the Company, irrespective of whether such holding or holdings confers de facto control; or

- (b) the holding or control by a shareholder alone or pursuant to an agreement with other shareholders of more than 50% (fifty percent) of the voting rights in the Company; or
- (c) the entitlement, direct or indirect, to appoint a majority of Directors of the Board, or to appoint or remove Directors having a majority of the votes exercisable at meetings of the Board.

“Date of Termination of Employment”	the date upon which a Participant is no longer permanently employed by, or ceases to hold permanent salaried office in, any Group Company, provided that, where a Participant’s employment is terminated without notice or on terms in lieu of notice, the Date of Termination of Employment will be deemed to occur on the date on which the termination takes effect, and where such employment is terminated with notice, the Date of Termination of Employment will be deemed to occur upon the date on which that notice expires;
“Directors”	the directors of the Company, from time to time;
“Employee”	any person holding permanent salaried employment or office with any Group Company, excluding any non-executive director of any Group Company; [14.1(a), 14.4, 14.5]
“Exercise Period”	bears the meaning ascribed thereto in clause 7.3;
“Exercise Notice”	a notice completed by a Participant, in the format provided by the Company, in respect of the exercise of Options which have vested in accordance with clause 7;
“Financial Year”	the financial year of the Company running from 1 March to the last day of February of each year, as amended from time to time;
“Group”	collectively, the Company, its Subsidiaries and Associates, from time to time;
“Group Company”	any entity forming part of the Group, from time to time;
“JSE”	the exchange operated by the JSE Limited (registration number 2005/022939/06);
“JSE Listings Requirements”	the Listings Requirements of the JSE, as amended from time to time by the JSE, whether by way of practice note or otherwise;
“Liquidation Date”	the date on which application for the final liquidation of the Company is lodged with the relevant court or the date upon which the special resolution, placing such member into final liquidation is registered with the Registrar of Companies, whichever is applicable;
“LRA”	the Labour Relations Act 66 of 1995 as amended and any re-enactment or replacement thereof;
“Majority of Operations”	all or the greater part of the assets or undertaking of the Company;
“Market Price”	the price per Share at the closing of trade on the JSE on the relevant Option Exercise Date;
“Market Value”	the 30-day volume weighted average price (VWAP) of a Share, as quoted on the JSE, on any particular day on which a determination of the Market Value of the Shares is to be made for the purposes of these Rules;
“Notice of Acceptance”	a notice completed by an Employee, in the format provided by the Company, in respect of the Acceptance of Options Awarded to such Employee;
“Option”	an option to receive a Share, Awarded to an Employee under the Scheme, which option, when exercised, shall result in a delivery of a Share to the Participant subject to the provisions of these Rules. It is recorded, for the avoidance of any doubt, that each Option shall, when exercised, entitle a Participant to receive 1 (one) Share at no cost;
“Option Date”	the date, specified in the Award Letter, on which Options are Awarded to an Employee, being a date not earlier than the date on which the Board resolved to Award such Options to the Employee, irrespective of the date on which the Options are actually Accepted by the Employee; [14.13];
“Option Exercise Date”	bears the meaning ascribed thereto in clause 7.3;
“Participant”	means an Employee to whom Options have been Awarded and who has Accepted such Options in terms of the provisions of these Rules;

“Prohibited Period”	a prohibited period as defined in paragraph 3.67 of the JSE Listings Requirements;
“Purchase Programme”	a purchase programme wherein the dates and quantities of securities to be traded during a Prohibited Period are fixed (not subject to any variation) and which has been submitted to the JSE in writing prior to the commencement of a Prohibited Period, and in terms of which full details have been disclosed in an announcement over SENS prior to the commencement of the Prohibited Period, which purchase programme is in accordance with the provisions of the JSE Listings Requirements; [14.9(e), 14.9(f)]
“Retirement”	the retirement from employment by a Participant, occurring at – <ul style="list-style-type: none"> <li>(a) at or after the normal retirement age (as laid down in the applicable Group Company’s pension fund or provident fund regulations or as determined by the Board from time to time); or</li> <li>(b) with the approval of the Board prior to the normal retirement age, including retirement for reasons of ill-health, disability or incapacity (as laid down in the applicable Group Company’s pension fund or provident fund regulations or as determined by the Board from time to time);</li> </ul>
“Rights Offer”	the offer of any securities of the Company to all Shareholders <i>pro rata</i> to their holdings at the record date;
“Rules”	these rules of the Scheme, as amended from time to time;
“SARS”	the South African Revenue Service;
“Scheme”	the Calgro M3 Holdings Limited Share Incentive Scheme constituted by these Rules, as amended from time to time;
“Settlement”	delivery to a Participant of the required number of Shares in accordance with the Settlement methods stipulated in clause 8 and the words “Settle” and “Settled” will bear a corresponding meaning;
“Settlement Date”	the date on which Settlement will occur, as determined in accordance with clauses 8.1 and 8.2;
“Share”	an ordinary share, in the capital of the Company;
“Shareholders”	the ordinary shareholders of the Company;
“South Africa”	the Republic of South Africa;
“Subsidiary”	a company which is a subsidiary of the Company within the meaning of the Act and a foreign juristic person which would have been a subsidiary company of the Company had it been incorporated in terms of the Act;
“Tax Payable”	bears the meaning ascribed thereto in clause 8.5.2; and
“Vesting Date”	the date after which a Participant is entitled to exercise an Option, in terms of these Rules, which date shall mean and include any First Vesting Date, Second Vesting Date, Third Vesting Date, Fourth Vesting Date, Fifth Vesting Date, Initial Award First Vesting Date, Initial Award Second Vesting Date, Initial Award Third Vesting Date, Initial Award Fourth Vesting Date and Initial Award Fifth Vesting Date (as the case may be) as contemplated in terms of clause 7.
Any reference to –	
“business hours”	shall be construed as being the hours between 08:00 and 17:00 on any Business Day. Any reference to time shall be based upon South African Standard Time;
“days”	shall be construed as calendar days;
“laws”	means all constitutions; statutes; regulations; by-laws; codes; ordinances; decrees; rules; judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, orders, decisions, rulings, or awards; policies; voluntary restraints; guidelines; directives; compliance notices; abatement notices; agreements with, requirements of or instructions by any Governmental Body; the common law and shall, for the avoidance of doubt, include the JSE Listings Requirements, and “law” shall have a similar meaning; and
“person”	means any person, company, close corporation, trust, partnership or other entity whether or not having separate legal personality.



- 2.1 The headings in these Rules are inserted for reference purposes only and will in no way govern or affect the interpretation hereof and a reference to a clause is a reference to a clause of these Rules.
- 2.2 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, effect will be given to it as if it were a substantive provision in the body of these Rules.
- 2.3 Unless the context indicates otherwise, an expression that denotes any gender includes the others; a natural person includes a created entity (corporate or unincorporated) and the singular includes the plural, and *vice versa* in each case.
- 2.4 Where any number of days is prescribed in these Rules, same will be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the last day will be the next succeeding day which is a Business Day.
- 2.5 Unless a contrary intention clearly appears –
- 2.5.1 if figures are referred to in numerals and in words and if there is any conflict between the two, the words will prevail;
- 2.5.2 the words “include”, “including” and “in particular” will be construed as being by way of example or emphasis only and will not be construed as, nor will they take effect as, limiting the generality of any preceding word/s;
- 2.5.3 any reference to the “discretion”, “determination”, “decision”, “election”, “approval”, “stipulation” or “instruction” (or for the purposes hereof any other grammatical form of any of the foregoing) of the Board shall mean the sole, absolute and unfettered discretion, determination, decision, election, approval, stipulation or instruction of the Board, as the case may be, and any exercise of such discretion or any decision, determination, election, approval, stipulation or instruction made by either of them pursuant to the provisions of these Rules shall be unchallengeable by any Participant or any other person and shall be final and binding on them, unless expressly stated to the contrary in these Rules;
- 2.5.4 Any reference in these Rules to the functions, duties and powers of the Board shall at all times be subject to any applicable laws affecting the performance of such functions, duties and powers, including the Act.
- 2.6 Where any term is defined within the context of any particular clause in these Rules, the term so defined, unless it is clear from these Rules or the clause in question that the terms so defined has limited application to the relevant clause, shall bear the meaning so ascribed to it for all purposes in terms of these Rules, notwithstanding that such term has not been defined in this clause 2.
- 2.6.1 Each of the rights, powers, obligations and duties established by these Rules are distinct and severable. If any such right, power, obligation or duty is found by any competent court to be invalid, unlawful or unenforceable for any reason, such finding shall in no way affect any of the remaining provisions of these Rules which shall continue to be of full force and effect.
- 2.6.2 These Rules shall be binding on the estates, heirs, executors, administrators, liquidators, trustees, successors-in-title or assigns of the parties and any beneficiary or offeree as fully and effectually as if they had signed this document in the first instance and reference to any party or any beneficiary or any offeree shall be deemed to include such party's or such beneficiary's or such offeree's estate, heirs, executors, administrators, liquidators, trustees, successors-in-title, assigns or liquidators, as the case may be.
- 2.7 Any reference to any statute or regulation shall include any amended or replacement statute or regulation.
- 2.8 The Scheme as contemplated in these Rules is in addition to and in no way has any bearing on or replaces or amends any other share incentive scheme that has been adopted, or that may be adopted in the future by any Group Company and accordingly, save as specifically stated in these Rules, no Employee shall be precluded from participating in all or any of such schemes by virtue of being a beneficiary or participant in another scheme.

### **3. OPERATION OF THE SCHEME**

- 3.1 The Board, subject to the provisions of these Rules, may from time to time resolve to award Options to such Employees selected by it to participate in this Scheme (“**the Resolution**”).
- 3.2 The Resolution shall specify the names of the Employees to whom the award is made, the number of Options awarded, the Option Date of the Options awarded and any other relevant terms and conditions as may be determined by the Board.
- 3.3 The Board shall have the final authority to determine –
- 3.3.1 which Employees will participate in the Scheme in respect of each Award of Options;

- 3.3.2 subject to clause 4, the number of Options to be awarded to each such Participant;
- 3.3.3 the Option Date; and
- 3.3.4 all other issues relating to the governance and administration of the Scheme.
- 3.4 The Board shall as soon as practicable after the Resolution has been taken, issue an Award Letter to the Employees named in the Resolution, which Award Letter shall specify the number of Options, the Option Date, the obligation of the Participant to adhere strictly to the terms of these Rules (which shall be made available at all times to any Participant) and any other relevant terms and conditions as may be determined by the Board.
- 3.5 All Options shall be subject to the provisions of these Rules.
- 3.6 The Board shall determine Employees selected to participate in this Scheme and the number of Options awarded to such Employees based on the main object and purpose of the Scheme as contemplated in clause 1.1 and having regard to incentivising Employees based on recommendations (which will be made at least annually) by management and directors of the Company and/or any other Group Companies, to the extent applicable. [14.1(f)]
- 3.7 The frequency of the awarding of Options (including any new or additional Options from time to time) shall be determined by the Board from time to time.
- 3.8 The Board shall be under no obligation to award any Options to Employees or to award the same or similar amount of Options to Employees.

#### 4. SCHEME LIMITS

##### 4.1 Overall Company Limit [14.1(b)]

- 4.1.1 Subject to clause 4.4, the aggregate number of Shares which may be Settled in respect of this Scheme to all Participants will not exceed 10 000 000 (ten million) Shares.

##### 4.2 Individual limit [14.1(c)]

- 4.2.1 Subject to the provisions of clause 4.4, the maximum number of Shares Settled to any single Participant in terms of this Scheme will not exceed 3 000 000 (three million) Shares.

##### 4.3 Shares Settled

- 4.3.1 In determining the number of Shares Settled in respect of this Scheme for the purposes of clauses 4.1 and 4.2, the following will be included –

- 4.3.1.1 the number of Shares held in treasury account and which have been utilised by a Subsidiary of the Company in Settlement of Options, as contemplated in clause 8.7.1.2; and

- 4.3.1.2 the number of Shares issued by the Company in Settlement of Options as contemplated in clause 8.7.1.3 and clause 8.7.1.4.

- 4.3.1.3 In determining the number of Shares Settled in respect of this Scheme for the purposes of clauses 4.1 and 4.2, Shares purchased in the market as contemplated in clause 8.7.1.1 in Settlement of an Option will be excluded. [14.9(c)]

- 4.3.1.4 Options under the Scheme which are not subsequently Settled by the delivery of Shares to a Participant as a result of the forfeiture thereof or as a result of Settlement on a net equity basis, will revert back to the Scheme as relevant. [14.3(f)]

- 4.3.1.5 Rolling over, in terms of which Shares which have already been Settled in terms of clause 8 would revert back to the number of Shares stated in clauses 4.1 and 4.2 after any period, is prohibited. [14.12]

##### 4.4 Adjustments related to Scheme Limits [14.3(a) – (e)]

- 4.4.1 The Board must, where required, adjust the number of Shares stated in clauses 4.1 and 4.2 (without the prior approval of Shareholders in a general meeting), to take account of a sub-division or consolidation of the Shares. Such adjustments should ensure that the limits as stated in clauses 4.1 and 4.2 represent the same proportion of the equity capital of the Company as it represented before such event and should give a Participant an entitlement to the same proportion of the equity capital as that to which he was previously entitled. [14.3(a)]

- 4.4.2 The Board may, where required, adjust the number of Shares stated in clauses 4.1 and 4.2 (without the prior approval of Shareholders in a general meeting) to take account of a Capitalisation Issue, a special dividend, a Rights Offer or a reduction in the capital of the Company. Such adjustment should ensure that the limits as stated in clauses 4.1 and 4.2 represent the same proportion of the equity capital of the Company as it represented before such event and should give a Participant an entitlement to the same proportion of the equity capital as that to which he was previously entitled. [14.3(b)]

- 4.4.3 The Auditors, or other independent advisor acceptable to the JSE, will confirm to the JSE in writing that any such adjustment made in terms of clauses 4.4.1 and 4.4.2 have been properly calculated on a reasonable and equitable basis, in accordance with these Rules. [14.3(d)]
- 4.4.4 The issue of Shares as consideration for an acquisition, and the issue of Shares for cash or a vendor consideration placing will not be regarded as a circumstance that requires any adjustment to the limits stated in clauses 4.1 and 4.2. [14.3(c)]
- 4.4.5 Any adjustments made in terms of clauses 4.4.1 and 4.4.2 must be reported on in the Company's annual financial statements for the Financial Year during which the adjustment is made. [14.3(e)]

## **5. AWARD OF OPTIONS [14.1(f)]**

- 5.1 Subject to clause 3, the Board may make an Award to an Employee on any day after the Scheme has been approved by Shareholders.
- 5.2 The Award Letter will be in writing and will specify the terms of the Award of the Options, including –
- 5.2.1 the name of the Employee;
- 5.2.2 the Option Date;
- 5.2.3 the number of Options which comprise the Award;
- 5.2.4 the date on or by which the Employee must Accept the Options;
- 5.2.5 the Vesting Date;
- 5.2.6 a condition stating that the Acceptance of any Options in terms of this Scheme, will be conditional upon the Employee waiving any and all rights, title and interest which such Employee has, or may in future have, in respect of any share appreciation right, whether vested or unvested, which has not been settled in terms of the 2019 Share Scheme; and
- 5.2.7 any other relevant terms and conditions.
- 5.3 The Options will be personal to the Employee to whom the Award Letter is addressed and may only be acted on by such Employee.

## **6. ACCEPTANCE OF OPTIONS**

- 6.1 The Employee must Accept the Options Awarded to him in terms of an Award Letter, by delivering a Notice of Acceptance on or by the date specified in the Award Letter, provided that such date will be delayed, if such Acceptance would otherwise – [14.9(f)]
- 6.1.1 occur during a Prohibited Period; or
- 6.1.2 be in contravention of any code adopted by the Company relating to dealings in securities by Directors; or
- 6.1.3 be prohibited by JSE Listings Requirements, insider trading legislation or any other legislation or regulations, until the earliest date on which the Acceptance of the Options by the Employee will no longer constitute such a contravention.
- 6.2 Any Notice of Acceptance will be in the form prescribed by the Company and will be submitted to the Company Secretary, or such other person as the Company may nominate in the Award Letter, at the Company's registered office in South Africa on or by the date referred to in clause 6.1, failing which the Award will be deemed to have been refused and the Options forming part thereof will lapse.
- 6.3 Any Notice of Acceptance will include an undertaking by the Participant, stating that, by Accepting the Options Awarded in terms of the Award Letter, the Participant waives any and all rights, title and interest which such Participant has, or may in future have, in respect of any share appreciation right, whether vested or unvested, which has not been settled in terms of the 2019 Share Scheme.
- 6.4 Participants will pay no consideration for the Acceptance of Options. [14.1(d)(i)]

## **7. VESTING AND EXERCISE OF OPTIONS**

- 7.1 Save as set out in clause 7.2 below, Options forming part of any Award shall only be capable of being exercised in terms of the Rules, after such Options have vested, on the basis of –
- 7.1.1 20% (twenty percent) thereof vesting as at the 1st (first) anniversary of the Option Date ("**First Vesting Date**");

- 7.1.2 20% (twenty percent) thereof vesting as at the 2<sup>nd</sup> (second) anniversary of the Option Date ("**Second Vesting Date**");
- 7.1.3 20% (twenty percent) thereof vesting as at the 3<sup>rd</sup> (third) anniversary of the Option Date ("**Third Vesting Date**");
- 7.1.4 20% (twenty percent) thereof vesting as at the 4<sup>th</sup> (fourth) anniversary of the Option Date ("**Fourth Vesting Date**");
- 7.1.5 20% (twenty percent) thereof vesting as at the 5<sup>th</sup> (fifth) anniversary of the Option Date ("**Fifth Vesting Date**").
- 7.2 The Options forming part of the Initial Award to be made by the Board on the 1<sup>st</sup> (first) Business Day following the publication of the Company's annual financial statements for the Financial Year ending 28 February 2023 (or, in the event that the Scheme has not been approved by Shareholders by such date, the 1<sup>st</sup> (first) Business Day after the Scheme has been approved by Shareholders), shall only be capable of being exercised in terms of these Rules, after such Options have vested, on the basis of –
  - 7.2.1 20% (twenty percent) thereof vesting as at 15 January 2024 ("**Initial Award First Vesting Date**");
  - 7.2.2 20% (twenty percent) thereof vesting as at 15 January 2025 ("**Initial Award Second Vesting Date**");
  - 7.2.3 20% (twenty percent) thereof vesting as at 15 January 2026 ("**Initial Award Third Vesting Date**");
  - 7.2.4 20% (twenty percent) thereof vesting as at 15 January 2027 ("**Initial Award Fourth Vesting Date**"); and
  - 7.2.5 20% (twenty percent) thereof vesting as at 15 January 2028 ("**Initial Award Fifth Vesting Date**").
- 7.3 Vested Options must be exercised by a Participant by delivering an Exercise Notice, within the period of not more than 120 (one hundred and twenty) days after the relevant Vesting Date, as specified in the Award Letter ("**Exercise Period**") (the date on which the Participant exercises such Options being the "Option Exercise Date"), provided that the Exercise Period will be extended, if such exercise would otherwise –
  - 7.3.1 occur during a Prohibited Period; or
  - 7.3.2 be in contravention of any code adopted by the Company relating to dealings in securities by Directors; or
  - 7.3.3 be prohibited by JSE Listings Requirements, insider trading legislation or any other legislation or regulations, until 10 (ten) days after the earliest date on which the exercise of the vested Options by the Participant will no longer constitute such a contravention.
- 7.4 An Exercise Notice will be in the form prescribed by the Company and will be submitted to the Company Secretary, or such other person as the Company may nominate in the Award Letter, at the Company's registered office in South Africa or at such other address or in such other manner as the Company Secretary may prescribe, within the period on or by the date referred to in clause 7.3, failing which the Award will be deemed to have been refused and the Options forming part thereof will lapse.
- 7.5 Failure by a Participant to comply faithfully and timeously with all his obligations in terms of these Rules shall result in the immediate lapsing of any unvested Options Awarded to him, unless the Board determines to the contrary.
- 7.6 The Board, in its discretion, may reach more favourable alternative arrangements with Participants or the relevant executor or legal representative in regard to the date or time limits of the lapsing of an Option or the exercise of an Option (including in respect of any dates or time limits contemplated in clause 6 or this clause 7), provided that any such extension of dates or time limits shall not exceed 1 (one) year.

## **8. SETTLEMENT OF OPTIONS AND DELIVERY OF SHARES**

- 8.1 In the event that a Participant exercises any Options in terms of these Rules, all (and not only a portion) of the Options so exercised, will –
  - 8.1.1 in all instances, other than as set out in clause 8.1.2 below, be Settled on a net equity basis in accordance with clause 8.5; or
  - 8.1.2 only in cases where the Participant and the Company agree thereto in writing, prior to the Option Exercise Date, be Settled on a gross equity basis as set out in clause 8.6, within 10 (ten) Business Days following the relevant Option Exercise Date, or such delayed date determined in accordance with clause 8.2 ("**Settlement Date**"). It being recorded that, for purposes of International Financial Reporting Standard 2, irrespective of the manner in which the Options are Settled, such Settlement shall be an equity-settled share-based payment transaction.
- 8.2 The Company will delay the Settlement Date, if the acquisition or disposal of Shares would otherwise – [14.9(e)]
  - 8.2.1 occur during a Prohibited Period, unless a Purchase Programme is in place; or
  - 8.2.2 be in contravention of any code adopted by the Company relating to dealings in securities by Directors; or
  - 8.2.3 be prohibited by insider trading legislation or any other legislation or regulations, until the earliest date on which the Settlement of the Options will no longer constitute such a contravention.

- 8.3 The Participant will give no consideration for the Settlement of the Options. [14.1(d)(i)]
- 8.4 Ownership and all shareholder and other vested rights in and to the Shares shall only pass to the Participant upon Settlement and delivery thereof in terms of this clause 8, and such Shares will rank *pari passu* with existing Shares. [14.1(e)]
- 8.5 **Net Equity Settlement**
- 8.5.1 In all instances, other than as set out in clause 8.1.2, the Company will settle the Participant's After-Tax Gain in respect of the Options exercised, through the issue and allotment or transfer of such number of fully paid Shares, as determined in accordance with clause 8.5.3 below, to the Participant on the Settlement Date.
- 8.5.2 The "After-Tax Gain" of the Participant will be determined as follows –
- 8.5.2.1 first, the "**Taxable Gain**" of the Participant will be determined using the following formula –
- Taxable Gain** = the number of Options exercised multiplied by the Market Price per Share on the Option Exercise Date
- 8.5.2.2 next, the "**After-Tax Gain**" will be determined using the following formula –
- After-Tax Gain** = Taxable Gain less Tax Payable
- 8.5.2.3 The "**Tax Payable**" will be calculated on the Taxable Gain based on the applicable income tax rate which applies to the Participant as per a tax directive obtained from SARS.
- 8.5.3 The number of Shares to be issued and allotted or transferred to the Participant in order to Settle the After-Tax Gain, shall be determined using the formula set out below –
- number of Shares = After-Tax Gain divided by the Market Price per Share on the Option Exercise Date, rounded to the nearest full number, as no fractions of Shares will be issued or transferred.
- 8.5.4 The Tax Payable in respect of the Options being exercised and Settled on a net equity basis, shall be for the account of the relevant Group Company and shall be paid to SARS in cash by such Group Company on behalf of the Participant.
- 8.5.4.1 For the avoidance of doubt, an illustrative example of net equity Settlement is set out in Schedule 1 to these Rules.
- 8.6 **Gross Equity Settlement**
- 8.6.1 In instances set out in clause 8.1.2, the Company will settle the Participant's Options exercised, against payment of the Tax Payable in full by the Participant in accordance with clause 8.6.2, through the issue and allotment or transfer of such number of fully paid Shares equal to the number of Options exercised, to the Participant on the Settlement Date.
- 8.6.2 The Tax Payable in respect of the Options being exercised and Settled on a gross equity basis, shall be for the account of the relevant Participant and shall be paid in cash by such Participant to the relevant Group Company on or before the Settlement Date, following receipt of which payment, the relevant Group Company shall pay such Tax Payable to SARS in cash, on behalf of the Participant.
- 8.6.3 If the Participant fails to comply timeously with his obligation to pay the Tax Payable in respect of any Options exercised and to be Settled on a gross equity basis, then, unless the Board otherwise directs, any such Options shall be Settled on a net equity basis in accordance with clause 8.5.
- 8.7 **Delivery methods**
- 8.7.1 Any one of the following settlement methods may be used to Settle the Options, whether on a net equity basis or gross equity basis, as directed by the Board –
- 8.7.1.1 any Group Company (including the Company) may make a cash contribution to a third party and instruct such third party to purchase the required number of Shares on the market and deliver such Shares to the Participant to effect Settlement of the Options; or [14.9(c)]
- 8.7.1.2 any Subsidiary of the Company which holds Shares in treasury account, may deliver the required number of such Shares held by it in treasury account to the Participant to effect Settlement of the Options; or
- 8.7.1.3 any Group Company (including the Company) may make a cash contribution to a third party and instruct such third party to subscribe for the required number of new Shares to be issued by the Company and deliver such Shares to the Participant to effect Settlement of the Options; or
- 8.7.1.4 the Company may issue and allot new Shares to the Participant to effect Settlement of the Options.
- 8.8 Shares will only be issued and allotted or purchased in accordance with this clause 8, once a Participant has been

formally identified. [14.9(a)]

- 8.9 Shares intended for use in the Settlement of Options may not be purchased during a Prohibited Period unless a Purchase Programme is in place. [14.9(e)]
- 8.10 In the event that Shares are purchased during a Prohibited Period in accordance with the provisions of a Purchase Programme, an announcement must be made pursuant to paragraphs 3.63 to 3.74 (director dealings) of the JSE Listings Requirements which will include a statement confirming that the purchase was put in place pursuant to a Purchase Programme. [14.9(f)]
- 8.11 Only in cases where the Participant and the Company agree thereto in writing, prior to the Option Exercise Date, Options may be Settled in cash equal in value to the required number of Shares on the Vesting Date, in Settlement of the Options exercised on the Settlement Date.

## 9. RESTRICTIONS AND SALE

- 9.1 No Participant shall be entitled –
  - 9.1.1 to cede any of his rights or delegate any of his obligations in terms of the Scheme, which rights and obligations shall, for the avoidance of doubt, include any rights and obligations in respect of Options yet to be exercised;
  - 9.1.2 and/or to sell, alienate, donate, exchange, encumber or in any other manner endeavour to dispose of or deal in (collectively “**Sell**” or “**Sale**”) any or all of the Options acquired by him in terms of the Scheme, save in accordance with the provisions of these Rules or where such cession, delegation or Sale occurs (with the consent of the Board) to a family trust or similar entity of the Participant. [14.1(e)]
- 9.2 Subject to any applicable laws, including the JSE Listings Requirements, and the provisions of these Rules, a Participant shall be entitled to sell any of his Shares upon the rights of ownership of such Shares passing to the Participant on the Settlement Date, in which event – [14.1(e)]
  - 9.2.1 all brokerage and other costs of and incidental to the sale of the Shares shall be for the account of the Participant;
  - 9.2.2 and any form or kind of taxation or duty arising on, or as a result of, the sale of the Shares (including taxation arising out of the nature and form of this Scheme) shall be borne by the Participant.
  - 9.2.3 No Participant shall be entitled to payment of any dividend or any other rights attaching to any Shares until the date of registration of such Shares in the name of such Participant on the Settlement Date, save to any extent expressly provided to the contrary in these Rules. [14.1(e)]

## 10. FORFEITURE AND LAPSE OF OPTIONS

Notwithstanding any other provision of the Rules, an Option will lapse on the earliest of –

- 10.1 subject to clauses 11 and 12, the Date of Termination of Employment;
- 10.2 the Liquidation Date, in accordance with clause 13.6; and [14.1(e)]
- 10.3 any other date provided for in terms of these Rules.

## 11. TERMINATION OF EMPLOYMENT [14.1(h)]

### 11.1 Death

If a Participant ceases to be an Employee by reason of death –

- 11.1.1 the executor or legal representative of the Participant's estate shall be deemed to be a Participant and the provisions of these Rules will continue to apply mutatis mutandis save to any extent provided to the contrary in the Scheme;
- 11.1.2 any exercised Options of the Participant shall be governed by the provisions of clause 11.1.1;
- 11.1.3 any Options which are capable of being exercised, in accordance with the provisions of clause 7, as at the date of death of such Participant or within a period of 12 (twelve) months thereafter (“**Vesting Options**”), shall be and remain capable of exercise, provided that such Vesting Options must be exercised in terms hereof within 12 (twelve) months of the date of death of the Participant failing which the Participant (and his estate) shall be deemed to have immediately forfeited his rights (unless the Board determines to the contrary) in respect of any such Vesting Options;
- 11.1.4 the Board in its sole discretion may permit such Participant to exercise any or all of his unexercised Options (which Options, for the avoidance of any doubt, shall include any Options not covered in terms of clauses 11.1.2 and 11.1.3). In the event of the Board determining that the Participant may have the right to exercise any of such unexercised Options (“**Permissible Options**”) then –

- 11.1.4.1 the provisions of this Scheme shall continue to apply *mutatis mutandis* to the Participant in respect of such Permissible Options provided that the Board shall be entitled, in its discretion, to determine any additional terms and conditions that should apply to the Permissible Options;
- 11.1.4.2 the Participant shall be deemed to have immediately forfeited his rights in respect of any unexercised Options of the Participant not forming part of the Permissible Options.
- 11.2 Retirement or Retrenchment**
- If a Participant ceases to be an Employee by reason of Retirement or retrenchment as contemplated in the LRA –
- 11.2.1 the provisions of these Rules will continue to apply *mutatis mutandis* save to any extent provided to the contrary in the Scheme;
- 11.2.2 any exercised Options of the Participant shall be governed by the provisions of clause 11.2.1;
- 11.2.3 any Options which are capable of being exercised, in accordance with the provisions of clause 7, as at the date of Retirement or retrenchment of such Participant or within a period of 12 (twelve) months thereafter ("**Vesting Options**"), shall be and remain capable of exercise, provided that such Vesting Options must be exercised in terms hereof within 12 (twelve) months of the date of Retirement or retrenchment of the Participant failing which the Participant shall be deemed to have immediately forfeited his rights (unless the Board determines to the contrary) in respect of any such Vesting Options;
- 11.2.4 the Board in its sole discretion may permit such Participant to exercise any or all of his unexercised Options (which Options, for the avoidance of any doubt, shall include any Options not covered in terms of clauses 11.2.2 and 11.2.3). In the event of the Board determining that the Participant may have the right to exercise any of such unexercised Options ("**Permissible Options**") then –
- 11.2.4.1 the provisions of this Scheme shall continue to apply *mutatis mutandis* to the Participant in respect of such Permissible Options provided that the Board shall be entitled, in its discretion, to determine any additional terms and conditions that should apply to the Permissible Options;
- 11.2.4.2 the Participant shall be deemed to have immediately forfeited his rights in respect of any unexercised Options of the Participant not forming part of the Permissible Options.
- 11.3 Dismissal**
- If a Participant ceases to be an Employee by reason of the dismissal of such Employee on grounds of misconduct, poor performance or dishonest or fraudulent conduct (whether or not such cessation occurs as a result of notice given to or by him or otherwise or where he resigns to avoid dismissal on grounds of misconduct, poor performance or dishonest or fraudulent conduct), then, notwithstanding anything to the contrary in these Rules, such Participant shall be deemed to have immediately forfeited his rights in respect of any unexercised Options.
- 11.4 Other Reasons for Cessation of Employment (Including Resignation)**
- If a Participant ceases to be an Employee by reason of circumstances other than those set out in clauses 11.1, 11.2 or 11.3 above, then the provisions of clause 11.3 shall apply *mutatis mutandis* unless the Board, by written notice to the Participant within 60 (sixty) days of the date of termination of such employment, states that in its determination the circumstances surrounding the cessation of employment are such that the provisions of clause 11.3 should not apply *mutatis mutandis* in which event the Board in its sole discretion may permit such Participant to exercise any or all of his unexercised Options (as determined by the Board) upon such terms and conditions as the Board may determine and otherwise in accordance with the provisions of this Scheme *mutatis mutandis*.
- 11.5 Termination of Employment Prior to Exercise**
- Save if expressly stated or provided in these Rules to the contrary (including in clauses 11.1 to 11.4) or further save to the extent that the Board in its sole discretion otherwise resolves or determines, if any Participant ceases to be an Employee of a Group Company for any reason whatsoever prior to the exercise of any Options, then in such event such Participant shall be deemed to have immediately forfeited his rights to exercise any such unexercised Options (or any part thereof).
- 11.6 The Board may in its sole discretion reach more favourable alternative arrangements with a Participant in the case of cessation of employment pursuant to the provisions of clauses 11.1 to 11.5.
- 12. CHANGE OF CONTROL [14.1(g)]**
- 12.1 If an offer is made which, if implemented, may directly result in a Change of Control of the Company occurring before the Vesting Date of any particular Options, and which will result in –
- 12.1.1 the Shares ceasing to be listed on the JSE; or
- 12.1.2 the Majority of Operations of the Company being merged with those of another Company or companies; or

- 12.1.3 the Scheme being terminated;
- 12.1.4 all Options Awarded prior to the Change of Control Date that have not already vested and become exercisable, will immediately vest and become exercisable, prior to implementation of the transaction resulting in such Change of Control.

### **13. VARIATION IN SHARE CAPITAL [14.3(a), (b), (c)]**

- 13.1 For purposes of this clause 13, the term "Variation in Share Capital" will include –
  - 13.1.1 liquidation for the purposes of reorganisation;
  - 13.1.2 a Capitalisation Issue; [14.3(b)]
  - 13.1.3 a Rights Offer; [14.3(b)]
  - 13.1.4 a subdivision of Shares; [14.3(a)]
  - 13.1.5 a consolidation of Shares; [14.3(a)]
  - 13.1.6 the Company entering into a scheme of arrangement as contemplated in section 114 of the Act;
  - 13.1.7 the Company making distributions, including a reduction of capital and a distribution *in specie*, other than a dividend paid in the ordinary course of business out of the current year's retained earnings; and [14.3(b)]
  - 13.1.8 subject to clause 12, any other matter, fact, event or circumstances relating to the Shares or the Company's share capital or which affects or has the potential to affect the Options, and which matter, fact, event or circumstance (whether generally or specifically) is designated from time to time as a "Variation in Share Capital" for purposes of this clause 13 by the Board.
- 13.2 The issue of Shares as consideration for an acquisition, and the issue of Shares for cash or a vendor consideration placing will not be regarded as a "Variation in Share Capital". [14.3(c)]
- 13.3 In the event of a "Variation in Share Capital", Participants will continue to participate in the Scheme. The Board may make such adjustment to the number of unvested Options in accordance with the provisions of clause 4.4.1 and clause 4.4.2 to place Participants in no worse a position than they were prior to the occurrence of the relevant event.
- 13.4 The Company will notify the Participants of any adjustments which are made under clause 13.3 and will further comply with clause 4.4. Where necessary, in respect of any such adjustments, the Auditors, acting as experts and not as arbitrators and whose decision will be final and binding on all persons affected thereby, will confirm to the Company in writing that these are calculated on a reasonable and non-prejudicial basis. [14.3(d)]
- 13.5 Any adjustments made under clause 13.3 will be reported in the Company's annual financial statements for the Financial Year during which the adjustment is made. [14.3(e)]
- 13.6 If the Company is placed into liquidation for purposes other than reorganisation, an Option will *ipso facto* lapse as from the Liquidation Date. [14.1(e)]

### **14. COMPLIANCE AND DISCLOSURE**

- 14.1 The parties shall in the implementation of these Rules and the Scheme comply with all the JSE Listings Requirements applicable from time to time.
- 14.2 The issue of Shares to employees who do not fall under the Rules of this Scheme will be treated as a specific issue for cash as contemplated in paragraph 5.51 of the JSE Listings Requirements. [14.11]
- 14.3 The Company shall make such disclosures (including in its annual financial statements) in relation to the Scheme as may be required by the Act or the JSE Listings Requirements, from time to time. In accordance with the JSE Listings Requirements, the Company shall summarise in its annual financial statements the number of Shares that may be utilised for the purposes of the Scheme at the beginning of the Financial Year, changes in such number during the Financial Year and the balance of Shares available for utilisation for the purposes of the Scheme at the end of the Financial Year. [14.8]
- 14.4 Shares held by the Scheme will not have their votes at any general or annual general meetings taken into account for the purposes of resolutions proposed in terms of the JSE Listings Requirements, nor shall such Shares be taken into account for the purpose of determining categorisations as detailed in Section 9 of the JSE Listings Requirements. [14.10]
- 14.5 The Company will ensure compliance with paragraphs 3.63 to 3.74 of the JSE Listings Requirements in terms of share dealings by the Company relating to the Scheme. [14.9(d)]



## 15. FURTHER CONDITIONS

- 15.1 The rights of Participants under this Scheme are determined exclusively by these Rules read with the JSE Listings Requirements.
- 15.2 Except as otherwise provided in the Rules, the Participant has no right to any compensation, damages or any other sum or benefit by reason of the fact that –
- 15.2.1 he ceased to be a Participant in the Scheme; or
- 15.2.2 any of his rights or expectations under this Scheme were reduced or lost.
- 15.3 Where a Participant is transferred from one Group Company to another Group Company –
- 15.3.1 all Options Awarded to such Participant by the first Group Company will remain in force on the same terms and conditions as set out in these Rules; and
- 15.3.2 the second Group Company will assume a *pro-rata* portion of the first Group Company's obligations in respect of the relevant Options in consideration for obtaining the Participant's services from the first Group Company.

## 16. AMENDMENTS AND TERMINATION [14.2]

- 16.1 Subject to compliance with any applicable law, the JSE Listings Requirements (including the provisions of Schedule 14 thereto) and the remaining provisions of this clause 16, the Board may at any time, alter, vary or add to these Rules as it thinks fit. Amendments to the terms and conditions in these Rules may only affect Options that have already been Awarded to Participants if they are to the advantage of Participants, subject to the JSE Listings Requirements.
- 16.2 The provisions contained in these Rules relating to the matters listed in paragraph 14.1 of Schedule 14 of the JSE Listings Requirements, including –
- 16.2.1 the category of persons who are eligible for participation in the Scheme as envisaged in clause 2.1.19; [14.1(a)]
- 16.2.2 the number of Shares which may be utilised for the purpose of the Scheme as envisaged in clause 4.1; [14.1(b)]
- 16.2.3 the individual limitations on benefits or maximum entitlements envisaged in clause 4.2; [14.1(c)]
- 16.2.4 the amount payable, if any, by a Participant upon the Award, vesting and Settlement of Options; [14.1(d)]
- 16.2.5 the voting, dividend, transfer and other rights attached to the Options, including those arising on liquidation of the Company; [14.1(e)]
- 16.2.6 the basis for upon which Options are Awarded as stipulated in clause 3 and clause 5; [14.1(f)]
- 16.2.7 the adjustment to the number of Options in the event of a Variation of Capital of the Company as stipulated in clause 12; [14.1(g)]
- 16.2.8 the procedure to be adopted in respect of the Vesting of an Option in the event of Termination of Employment as envisaged in clause 11; [14.1(h)]

may not be amended without the prior approval of the JSE and by special resolution of 75% (seventy five percent) of the Shareholders present or by proxy, in general meeting, excluding all the votes attached to all Shares controlled by persons as a result of the Vesting of the Options Awarded under this Scheme who are existing Participants in the Scheme and who may be impacted by such amendments. [14.2]

- 16.3 Subject to JSE notification and approval, the Board may make minor amendments for ease of the administration of the Scheme, to comply with or take account of the provisions of any proposed or existing legislation or to obtain or maintain favourable, taxation or regulatory treatment of the Company or any Group Company or any present or future Participant.
- 16.4 The Board may terminate the Scheme at any time, but Awards made before such termination will continue to be valid and as described in these Rules.

## 17. POWER OF ATTORNEY

If a Participant (or his executor or any other legal representative) fails or refuses to comply with any of the provisions of these Rules, then any Director or Company Secretary of the Company (whose appointment and authority it shall not be necessary to prove) is hereby irrevocably *in rem suam* appointed as the Participant's lawful attorney and agent with power and authority, including the power of substitution, and the Participant, by virtue of his participation in the Scheme, similarly authorises any Director or Company Secretary of the Company irrevocably *in rem suam*, to do all such things necessary and sign all or any documents on behalf of such Participant necessary to give effect to the provisions of these Rules.

## 18. CO-OPERATION

The Participant, by virtue of his participation in the Scheme, hereby undertakes to do all such acts and sign all such documents to the extent that same may lie within his power and may be required to give effect to the import and intent of the Scheme or any contract concluded pursuant to the provisions thereof.

## 19. COSTS

19.1 The costs of the preparation of these Rules shall be borne by the Company.

19.2 All administration, secretarial, accounting and similar services required by the Scheme shall be provided by the Company. The costs thereof shall be borne by the Company.

19.3 Any costs, brokerage, duties or securities taxes and the like ("**Brokerage**") incurred in creating, allotting and issuing or transferring any Shares to the Participant following the exercise of any Option shall be for the account of the Company or such other Group Company, as determined by the Board.

19.4 Any Brokerage incurred by a Participant in the sale or transfer of any Shares which have been delivered to him in Settlement of Options, shall be borne by the Participant.

19.5 Any costs in relation to the registration or transfer of any Shares not covered in terms of clauses 19.1 to 19.4, shall be borne by the transferee of the Shares. Any other costs of and incidental to this Scheme not covered in terms of clauses 19.1 to 19.4 shall be borne by the person incurring such costs.

## 20. DISPUTES

20.1 Any dispute of whatsoever nature arising under or in terms of these Rules (save that the provisions of this clause 20 shall not apply to the exercise of any discretion or any decision, determination, election, approval, stipulation or instruction of the Board which is final and binding on the parties in terms of the provisions of these Rules) shall be referred for determination to the Auditors whose decision, acting as experts and not as arbitrators, shall be final and binding on the parties to such dispute and any other person affected thereby. The costs of the Auditors shall be borne by the unsuccessful party (as determined by the Auditors) to the dispute.

## 21. DOMICILIUM AND NOTICES

21.1 The parties choose *domicilium citandi et executandi* for all purposes arising from this Scheme, including, without limitation, the giving of any notice, the payment of any sum, the delivery of shares, the serving of any process, as follows –

21.1.1 the Company, any other Group Company, the Company Secretary and the Board: The address of the registered office of the Company, from time to time; and

21.1.2 each Participant: The physical address and electronic address from time to time reflected as being his home address or electronic address in the Group Company's payroll system from time to time.

21.2 Any of the above persons will be entitled from time to time, by written notice to the other, to vary its domicilium to any other physical address within South Africa and/or (in the case of a Participant) his electronic address; provided in the case of a Participant such variation is also made to his details on the Group Company's payroll system.

21.3 Any notice given and any delivery or payment made by any of the above persons to any other which –

21.3.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being will be rebuttably presumed to have been received by the addressee at the time of delivery;

21.3.2 is delivered by courier during the normal business hours of the addressee at the addressee's domicilium for the time being will be rebuttably presumed to have been received by the addressee on the 3<sup>rd</sup>(third) day after the date of the instruction to the courier to deliver to the addressee;

21.3.3 is sent by prepaid mail from an address within South Africa to the addressee at the addressee's domicilium for the time being, will be rebuttably presumed to have been received by the addressee on the 7<sup>th</sup> (seventh) day after the date of sending.

21.3.4 in the case of the addressee being a Participant, is transmitted by electronic mail to the addressee at the addressee's electronic address for the time being will be rebuttably presumed to have been received by the addressee on the date of successful transmission thereof.

21.4 Any notice given that is transmitted by electronic mail to the addressee at the addressee's electronic mail address for the time being will be presumed, until the contrary is proved by the addressee, to have been received by the addressee on the date of successful transmission thereof.

21.5 In the case of any notice or document given to the Company or any other Group Company pursuant to the Scheme, delivered or sent by post to its registered office or such other address as may be specified by, such notice or

document –

- 21.5.1 must be marked for the attention of the Company Secretary; and
- 21.5.2 will not be deemed to have been received before actual receipt by the Company Secretary.
- 21.6 Notwithstanding anything to the contrary herein contained, a written notice or document which is actually received by a person will be adequate for purposes of this Scheme, notwithstanding that such notice or document was not received at that party's *domicilium citandi et executandi*.

## **22. GOVERNING LAW**

- 22.1 These Rules and the Scheme shall be governed by the laws of South Africa. The Company, all other Group Companies and Participants submit to the jurisdiction of the South African courts as regards any matter arising under the Scheme.
- 22.2 This Scheme is to be adopted at a general meeting of Shareholders of the Company to be held at Calgro M3 Building, Ballywoods Office Park, 33 Ballyclare Drive, Bryanston, Sandton on 10 May 2023 and is available for inspection for at least 14 (fourteen) days prior to the general meeting at the Company's registered office. [14.7]

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**Chairman of the General Meeting**

## NET EQUITY SETTLEMENT EXAMPLE

		Net Equity Settlement	Gross Equity Settlement
1	Number of Options exercised	100	100
2	Market Price per Share	R100	R100
3	Taxable Gain (1 x 2)	R10 000	R10 000
4	Tax rate applicable (assumed)	45%	45%
5	Tax Payable (3 x 4)	R4 500	R4 500
6	After-Tax Gain (3 – 5)	R5 500	R5 500
7	Tax Payable in cash by Participant (5)	n/a	R4 500
8	Tax payable in cash by the Company on behalf of the Participant (5)	R4500	n/a
9	Number of Shares to be Settled at Market Price	55 (6 ÷ 2)	100 (1)



**CALGRO M3 HOLDINGS LIMITED**  
Incorporated in the Republic of South  
Africa (Registration number  
2005/027663/06) Share code: CGR  
ISIN: ZAE000109203  
("Calgro" or "the Company")

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## NOTICE OF GENERAL MEETING

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*The definitions and interpretations commencing on page 6 of this Circular, which Circular also contains this Notice of General Meeting apply in this Notice of General Meeting unless the context requires otherwise.*

**Shareholders are reminded that:**

- a Shareholder entitled to participate in the General Meeting is entitled to appoint a proxy (or more than one proxy) to participate in and vote at the General Meeting in the place of the Shareholder. In this regard, Shareholders are referred to the attached Form of Proxy (grey);
- an appointed proxy need not also be a Shareholder of the Company; and
- in terms of section 63(1) of the Companies Act, any person participating in a meeting of Shareholders must present reasonably satisfactory identification and the person presiding at the meeting must be reasonably satisfied that the right of any person to participate in and vote (whether as Shareholder or as proxy for a Shareholder) has been reasonably verified.

**If you are in any doubt as to what action to take in relation to this Circular, please consult your CSDP, Broker, banker, attorney, accountant or other professional advisor immediately.**

In terms of section 59 of the Companies Act, the General Meeting Record Date is Friday, 5 May 2023 and accordingly the last day to trade in Shares in order to be eligible to participate in and vote at the General Meeting is Tuesday, 2 May 2023.

### **Notice of General Meeting**

Notice is hereby given that the General Meeting of Shareholders will be held at 10:00 on Wednesday, 10 May 2023 at the offices of the Company at Calgro M3 Building, Ballywoods Office Park, 33 Ballyclare Drive, Bryanston, Sandton, to consider and, if deemed fit, to pass, with or without modification, the following resolutions:

#### **ORDINARY RESOLUTION NUMBER 1 – APPROVAL AND ADOPTION OF THE SCHEME**

**"RESOLVED** that the Scheme, governed in terms of the Scheme Rules, a copy of which are included in **Annexure A** to the Circular to which this Notice of General Meeting is attached and a copy of which has been signed by the chairman for identification purposes and tabled at the General Meeting convened to consider same, be and is hereby approved and adopted."

#### *Reason and effect of Ordinary Resolution Number 1*

The reason for Ordinary Resolution Number 1 is to obtain the authority of Shareholders to approve and adopt the Scheme and the Scheme Rules. The effect of Ordinary Resolution Number 1 is that the Scheme will have been adopted by Calgro.

#### *Percentage of voting rights required*

In terms of the JSE Listings Requirements, in order for Ordinary Resolution Number 1 to be approved by Shareholders, it must be supported by at least 75% of the voting rights exercised on the ordinary resolution.

#### **ORDINARY RESOLUTION NUMBER 2 – DIRECTOR'S AUTHORITY**

**"RESOLVED** that, any Director of Calgro, be and is hereby authorised and empowered to do all such things, sign all such documents and take all such actions as may be necessary for or incidental to give effect to the resolutions set out in this Notice of General Meeting and anything already done in this respect be and is hereby ratified."

### *Reason and effect of Ordinary Resolution Number 2*

The reason for and effect of Ordinary Resolution Number 2 is to authorise each Director of Calgro to do all such things and sign all such documents as are deemed necessary or desirable to implement the resolutions set out in the Notice of General Meeting.

### *Percentage of voting rights required*

In terms of the JSE Listings Requirements, in order for Ordinary Resolution Number 2 to be approved by Shareholders, it must be supported by more than 50% of the voting rights exercised on the ordinary resolution.

## **QUORUM**

The General Meeting may not begin until sufficient persons are present (in person or represented by proxy) at the General Meeting to exercise, in aggregate, at least 25% of all the voting rights that are entitled to be exercised in respect of at least one matter to be decided at the General Meeting. A matter to be decided at the General Meeting may not begin to be considered unless sufficient persons are present at the General Meeting (in person or represented by proxy) to exercise, in aggregate, at least 25% of all of the voting rights that are entitled to be exercised on that matter at the time the matter is called on the agenda.

For the purpose of counting a quorum at any time, a Shareholder who is personally present or represented at the General Meeting at that time, or who participates in person or through a representative electronically, shall be counted towards the quorum at that time.

## **VOTING AND PROXIES**

A Shareholder entitled to attend, speak and vote at the General Meeting is entitled to appoint one or more proxies to attend, speak and vote thereat in his or her stead. A proxy need not be a Shareholder of the Company.

For the convenience of Certificated Shareholders and Own-Name Dematerialised Shareholders, a Form of Proxy (*grey*) is enclosed herewith. Duly completed Forms of Proxy must be lodged with the Transfer Secretaries, at Rosebank Towers, 15 Biermann Ave, Rosebank, 2196 (Private Bag X9000, Saxonwold, 2132) or emailed to the Transfer Secretaries at proxy@computershare.co.za for administrative purposes no later than 10:00 on Monday, 8 May 2023, or handed to the chairman of the General Meeting before the appointed proxy exercises any of the relevant Shareholder's rights at the General Meeting (or any adjournment of the General Meeting) (should a Shareholder lodge a Form of Proxy with the Transfer Secretaries less than 48 hours before the General Meeting, such Shareholder will also be required to furnish a copy of such Form of Proxy to the chairman of the General Meeting before the appointed proxy exercises any of such Shareholder's rights at the General Meeting (or any adjournment of the General Meeting)). Dematerialised Shareholders without Own-Name Registration who wish to attend the General Meeting in person, will need to request their CSDP or Broker to provide them with the necessary letter of representation in terms of their Custody Agreement with their CSDP or Broker. Dematerialised Shareholders without Own-Name Registration who do not wish to attend the General Meeting but wish to be represented at the General Meeting must advise their CSDP or Broker of their voting instructions. Dematerialised Shareholders without Own-Name Registration should contact their CSDP or Broker with regard to the cut-off time for their voting instructions.

If any Shareholders wish to participate (but not vote) at the General Meeting electronically, they:

- must contact the Company Secretary on 011 300 7500, five Business Days prior to the General Meeting in order to obtain a pin number and dial-in-details for that conference call;
- will be required to provide reasonably satisfactory identification; and
- will be billed separately by their own telephone service providers for their telephone call to participate in the General Meeting, provided that Shareholders and their proxies will not be able to vote telephonically at the General Meeting and will still need to appoint a proxy to attend the General Meeting and to vote on their behalf.

By order of the Board

### **Juba Statutory Services Proprietary Limited**

Represented by Sirkien van Schalkwyk *Company Secretary*

#### **Registered address**

Calgro M3 Building  
Ballywoods Office Park  
33 Ballyclare Drive  
Bryanston, 2196  
(Private Bag X33, Craighall, 2024)

#### **Transfer Secretaries**

Computershare Investor Services Proprietary Limited  
(Registration number 2004/003647/07)  
Rosebank Towers, 15 Biermann Ave, Rosebank, 2196  
(Private Bag x9000, Saxonwold, 2132)  
proxy@computershare.co.za



**CALGRO M3 HOLDINGS LIMITED**  
 Incorporated in the Republic of South Africa (Registration number 2005/027663/06) Share code: CGR  
 ISIN: ZAE000109203  
 ("Calgro" or "the Company")

**FORM OF PROXY**

**TO BE COMPLETED BY CERTIFICATED SHAREHOLDERS AND DEMATERIALIZED SHAREHOLDERS WITH "OWN-NAME" REGISTRATION ONLY**

I/We \_\_\_\_\_  
 (print names in full)

of (address) \_\_\_\_\_

telephone number \_\_\_\_\_

cellphone number \_\_\_\_\_

e-mail address \_\_\_\_\_

being a Shareholder of Calgro and entitled to \_\_\_\_\_ votes, hereby appoint

1. \_\_\_\_\_ of \_\_\_\_\_ or failing him/her,

2. \_\_\_\_\_ of \_\_\_\_\_ or failing him/her,

3. the chairman of the General Meeting, as my/our proxy to vote for me/us and on my/our behalf at the General Meeting of Calgro to be held at 10:00 on Wednesday, 10 May 2023 at the offices of the Company at Calgro M3 Building, Ballywoods Office Park, 33 Ballyclare Drive, Bryanston, Sandton, and at any adjournment thereof, as follows:

	For	Against	Abstain
<b>Ordinary Resolution Number 1 – Approval and adoption of the Scheme</b>			
<b>Ordinary Resolution Number 2 – Directors' Authority</b>			

Please indicate with an "X" in the appropriate space above how you wish your vote to be cast in respect of the above resolutions should you wish to vote all Shares held, or insert the actual number of Shares should you wish to vote part of your Shares held.

If you return this form duly signed without any specific directions the proxy holder will vote or abstain at his/her discretion.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2023

Signature \_\_\_\_\_

**Please read the notes on the reverse side hereof.**

## SUMMARY OF RIGHTS CONTAINED IN SECTION 58 OF THE COMPANIES ACT

In terms of section 58 of the Companies Act:

- a Shareholder may appoint any individual (including an individual who is not a Shareholder) as a proxy to participate in and vote at, the General Meeting on behalf of such Shareholder;
- any appointed proxy of a Shareholder may delegate authority to act on behalf of that Shareholder to another person, subject to any restriction set out in the instrument appointing such proxy (see note 15 below);
- irrespective of the form of instrument used to appoint a proxy, the appointment of a proxy is suspended at any time and to the extent that the relevant Shareholder chooses to act directly and in person at the General Meeting in the exercise of any of such Shareholder's rights as a Shareholder (see note 5 below);
- any appointment by a Shareholder of a proxy is revocable, unless the form or instrument used to appoint such proxy states otherwise;
- if an appointment of a proxy is revocable, a Shareholder may revoke the proxy appointment by: (i) cancelling it in writing or making a later inconsistent appointment of a proxy and (ii) delivering a copy of the revocation instrument to the proxy and the Company; and
- a proxy appointed by a Shareholder is entitled to exercise, or abstain from exercising, any voting right of such Shareholder without direction, except to the extent that the Company's MOI, or the instrument appointing the proxy, provides otherwise (see note 3 below).

### Notes to this Form of Proxy:

1. Each Shareholder is entitled to appoint one or more proxies (none of whom need be a Shareholder of the Company) to participate, speak and vote in place of that Shareholder at the General Meeting.
2. A Shareholder may insert the name of a proxy or the names of two alternative proxies of the Shareholder's choice in the space/s provided, with or without deleting "the chairman of the General Meeting" but the Shareholder must initial any such deletion. The person whose name stands first on this Form of Proxy and who is present at the General Meeting will be entitled to act as proxy to the exclusion of those whose names follow.
3. A Shareholder's instructions to the proxy must be indicated by the insertion of an "X" should the Shareholder wish the proxy to exercise all of its votes or the relevant number of votes exercisable by the Shareholder and its proxy in the relevant boxes provided. Failure to comply with the above will be deemed to authorise and direct the proxy to vote or abstain from voting at the General Meeting as such proxy deems fit, in respect of all of the Shareholder's votes exercisable at the General Meeting.
4. Completed Forms of Proxy and the authority (if any) under which they are signed must be lodged with or posted to the Transfer Secretaries, at Rosebank Towers, 15 Biermann Ave, Rosebank, 2196 (Private Bag x9000, Saxonwold, 2132) or emailed to the Transfer Secretaries at proxy@computershare.co.za for administrative purposes to be received by the Transfer Secretaries by no later than 10:00 on Monday, 8 May 2023, or handed to the chairman of the General Meeting before the appointed proxy exercises any of the relevant Shareholder's rights at the General Meeting (or any adjournment of the General Meeting) (should a Shareholder lodge a Form of Proxy with the Transfer Secretaries less than 48 hours before the General Meeting, such Shareholder will also be required to furnish a copy of such Form of Proxy to the chairman of the General Meeting before the appointed proxy exercises any of such Shareholder's rights at the General Meeting (or any adjournment of the General Meeting)).
5. The completion and lodging of this Form of Proxy will not preclude the relevant Shareholder from attending the General Meeting and speaking and voting in person thereat to the exclusion of any proxy appointed in terms hereof, should such Shareholder wish to do so.
6. The chairman of the General Meeting may accept or reject any Form of Proxy not completed and/or received in accordance with these notes or with the MOI.
7. Any alteration or correction made to this Form of Proxy must be initialled by the signatory/ies.
8. Documentary evidence establishing the authority of a person signing this Form of Proxy in a representative capacity (e.g. for a Company, close corporation, trust, pension fund, deceased estate, etc.) must be attached to this Form of Proxy, unless previously recorded by Calgro or the Transfer Secretaries.
9. Where this Form of Proxy is signed under power of attorney, such power of attorney must accompany this Form of Proxy, unless it has been previously recorded by Calgro or the Transfer Secretaries or waived by the chairman of the General Meeting.
10. Where Shares are held jointly, all joint holders are required to sign this Form of Proxy.
11. A minor Shareholder must be assisted by his/her parent/guardian, unless the relevant documents establishing his/her legal capacity are produced or have been previously recorded by Calgro or the Transfer Secretaries.
12. Dematerialised Shareholders who do not own Shares with Own-Name Registration and who wish to participate in the General Meeting, or to vote by way of proxy, must contact their CSDP or Broker who will furnish them with the necessary letter of representation to attend the General Meeting or to be represented thereat by proxy. This must be done in terms of the Custody Agreement between the Shareholder and such Shareholder's CSDP or Broker.
13. This Form of Proxy shall be valid at any resumption of an adjourned General Meeting to which it relates, although this Form of Proxy shall not be used at the resumption of an adjourned General Meeting if it could not have been legally used at the General Meeting from which it was adjourned. This Form of Proxy shall, in addition to the authority conferred by the Companies Act except insofar as it provides otherwise, be deemed to confer the power generally to act at the General Meeting in question, subject to any specific direction contained in this Form of Proxy as to the manner of voting.
14. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the death of the principal or revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the Share in respect of which the proxy is given, provided that no notification in writing of such death, revocation or transfer as aforesaid shall have been received timeously by the Transfer Secretaries.
15. Any proxy appointed pursuant to this Form of Proxy may not delegate his/her authority to act on behalf of the relevant Shareholder.
16. In terms of section 58 of the Companies Act, unless revoked, an appointment of a proxy pursuant to this Form of Proxy remains valid only until the end of the General Meeting or any adjournment of the General Meeting.

### Registered address

Calgro M3 Building  
Ballywoods Office Park  
33 Ballyclare Drive  
Bryanston, 2196  
(Private Bag X33, Craighall, 2024)

### Transfer Secretaries

Computershare Investor Services Proprietary Limited (Registration number 2004/003647/07)  
Rosebank Towers  
15 Biermann Ave  
Rosebank, 2196  
(Private Bag x9000, Saxonwold, 2132)  
proxy@computershare.co.za