

THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

The definitions commencing on page 7 of this Circular apply *mutatis mutandis* to this cover.

ACTION REQUIRED BY MARA DELTA SHAREHOLDERS

- This entire Circular is important and should be read with particular attention to the section entitled “Action required by Mara Delta Shareholders” on page 4.
- If you are in any doubt as to what action you should take, you should consult your CSDP, broker, banker, legal adviser, accountant or other professional adviser immediately.
- If you have disposed of all of your Shares, please forward this Circular together with the attached forms of proxy, to the purchaser to whom, or the CSDP, broker or other agent through whom the disposal was effected.
- Mara Delta does not accept responsibility and will not be held liable for any failure on the part of the CSDP or broker of any holder of dematerialised Shares to notify such Shareholder of the transactions and actions set out in this Circular.



MARA DELTA PROPERTY HOLDINGS LIMITED

(previously Delta Africa Property Holdings Limited)

(Registered by continuation in the Republic of Mauritius)

(Registration number 128881 C1/GBL)

JSE share code: MDP

SEM share code: DEL.N0000

ISIN: MU0473N00028

(“Mara Delta” or “the Company”)

CIRCULAR TO MARA DELTA SHAREHOLDERS

Relating to:

- the approval of the Acquisition by the Company of the Sale Equity, which Acquisition constitutes a category 1 transaction in terms of the JSE Listings Requirements. The Acquisition constitutes an undertaking in the ordinary course of business of Mara Delta and therefore does not fall under the scope of Chapter 13 of the SEM Rules; and
- the approval of the Morocco Management Agreement, in terms of which the Morocco Asset Manager will be appointed to manage the Morocco Fund and its assets;

and incorporating:

- the Notice of General Meeting;
- a form of proxy (*blue*) in respect of the General Meeting (for use by dematerialised Shareholders on the Mauritian register only); and
- a form of proxy (*grey*) in respect of the General Meeting (for use by dematerialised Shareholders on the South African register with “own-name” registration only).

JSE sponsor and corporate advisor



Sponsoring Broker



SEM authorised representative and sponsor



Independent Property Valuer



Independent Reporting Accountants



Company secretary



Date of issue: **2 September 2016**

Copies of the Circular will be available in English only and may, from 2 September 2016 until 1 October 2016 (both days inclusive), be obtained from the registered office of the Company, from the Sponsor and the South African Transfer Secretaries, at the 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.maradelta.com).

FORWARD-LOOKING STATEMENT DISCLAIMER

The definitions commencing on page 7 of this Circular apply to this forward-looking statement disclaimer.

This Circular contains statements about the Company that are or may be forward-looking statements. All statements other than statements of historical fact are, or may be deemed to be, forward-looking statements. These forward-looking statements are not based on historical facts, but rather reflect current expectations concerning future results and events and generally may be identified by the use of forward-looking words or phrases such as “believe”, “aim”, “expect”, “anticipate”, “intend”, “foresee”, “forecast”, “likely”, “should”, “planned”, “may”, “estimated”, “potential” or similar words and phrases.

By their nature, forward-looking statements involve risks and uncertainties because they relate to events and depend on circumstances that may or may not occur in the future. The Company cautions that forward-looking statements are not guarantees of future performance. Actual results, financial and operating conditions, liquidity and the developments within the industry in which Mara Delta operates may differ materially from those made in, or suggested by, the forward-looking statements contained in this Circular.

All these forward-looking statements are based on estimates and assumptions made by the Company, all of which, although Mara Delta believes them to be reasonable, are inherently uncertain. Such estimates, assumptions or statements may not eventuate. Factors which may cause the actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied in those statements or assumptions include other matters not yet known to the Company or not currently considered material by the Company.

Shareholders should keep in mind that any forward-looking statement made in this Circular or elsewhere is applicable only at the date on which such forward-looking statement is made. New factors that could cause the business of the Company not to develop as expected may emerge from time to time and it is not possible to predict all such factors. Further, the extent to which any factor or combination of factors may cause actual results to differ materially from those contained in any forward-looking statement are not known. The Company has no duty to, and does not intend to, update or revise the forward-looking statements contained in this Circular after the date of this Circular, except as may be required by law.

CORPORATE INFORMATION

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

Company Secretary and registered office

Intercontinental Fund Services Limited
Level 5, Alexander House
35 Cybercity,
Ebène, 72201
Mauritius

Date of incorporation: 16 May 2012

Country of incorporation: Bermuda

Current Directors

Sandile Hopeson Nomvete (*Chairman*)*
Bronwyn Anne Corbett (*Chief Executive Officer*)
Leon Paul van de Moortele (*Chief Financial Officer*)
Ashish Thakkar*
Jacqueline Roxanne van Niekerk*
David Stanley Savage*
Peter Todd (*Lead independent Director*)*+
Maheshwar Doorgakant *+
Ian Donald Macleod *+
Chandra Kumar Gujadhur *+

* *Non-executive*
+ *Independent*

South African Transfer Secretaries

Computershare Investor Services Proprietary Limited
(Registration number 2004/003647/07)
Ground Floor
70 Marshall Street
Johannesburg, 2001
(PO Box 61051, Marshalltown, 2107)

Independent Reporting Accountants

BDO South Africa Incorporated
(Registration number 1995/002310/21)
22 Wellington Road
Parktown
Johannesburg, 2193
(Private Bag X60500, Houghton, 2041)

Independent Auditors

BDO & Co
10, Frere Felix de Valois Street
Port-Louis
Mauritius

JSE sponsor and corporate advisor

PSG Capital Proprietary Limited
(Registration number 2006/015817/07)
1st Floor, Ou Kollege Building
35 Kerk Street
Stellenbosch, 7600
(PO Box 7403, Stellenbosch, 7599)

and at

1st Floor, Building 8
Inanda Greens Business Park
54 Wierda Road West
Wierda Valley
Sandton, 2196
(PO Box 650957, Benmore 2010)

Sponsoring Broker

Capital Markets Brokers Limited
Suite 1004, Ground Floor
Alexander House
35 Cybercity
Ebène
Mauritius

SEM authorised representative and sponsor

Perigeum Capital Limited
Level 3, Alexander House
35 Cybercity,
Ebène, 72201
Mauritius

Registrar and transfer agent in Mauritius

Intercontinental Secretarial Services Limited
Level 3, Alexander House
35 Cybercity,
Ebène, 72201
Mauritius

Independent Property Valuer

Quadrant Properties Proprietary Limited
(Registration number 1995/003097/07)
16 North Road
Dunkheld West
Sandton, 2196
(PO Box 1984, Parklands, 2121)

Bankers

Standard Bank (Mauritius) Limited
Level 9, Tower A
1 CyberCity
Ebène
Mauritius

Afrasia Bank Limited
10 Dr Ferrière Street
Port Louis
Mauritius

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| Form of proxy (for use by dematerialised Shareholders on the Mauritian register only) (blue) | Attached |
| Form of proxy (for use by dematerialised Shareholders on the South African register with "own-name" registration only) (grey) | Attached |

ACTION REQUIRED BY MARA DELTA SHAREHOLDERS

The definitions commencing on page 6 of this Circular apply *mutatis mutandis* to this section on the action required by Mara Delta Shareholders.

Please take careful note of the following provisions regarding the action required by Mara Delta Shareholders.

1. If you are in any doubt as to what action to take, please consult your CDSP, broker, banker, attorney, accountant or other professional advisor immediately.
2. If you have disposed of all your Shares in Mara Delta, please forward this Circular to the purchaser of such Shares or to the CDSP, broker, banker or other agent through whom the disposal was effected.
3. **The General Meeting of Mara Delta Shareholders will be held at the offices of Intercontinental Fund Services Limited, Level 5, Alexander House, 35 Cybercity, Ebène, Mauritius at 10:00 (Mauritian time) (08:00 South African time) on Saturday, 1 October 2016, at which General Meeting Mara Delta Shareholders will be requested to consider and, if deemed fit, to pass the resolutions set out in the Notice of General Meeting attached to this Circular.**

4. **DEMATERIALIZED SHAREHOLDERS ON THE MAURITIAN REGISTER**

In accordance with the mandate between you and your broker, you must advise your broker timeously if you wish to attend, or be represented at, the General Meeting. If your broker has not contacted you, you are advised to contact your broker and provide it with your voting instructions. If your broker does not obtain instructions from you, it will be obliged to act in terms of your mandate furnished to it.

You are entitled to attend in person, or be represented by proxy, at the General Meeting.

If you are unable to attend the General Meeting, but wish to be represented thereat, you must complete and return the attached form of proxy (*blue*), in accordance with the instructions contained therein, to be received by the Company Secretary by no later than 10:00 (Mauritian time) (08:00 South African time) on Friday, 30 September 2016:

Hand deliveries and postal deliveries to:

Intercontinental Fund Services Limited
Level 5, Alexander House
35 Cybercity
Ebène, 72201
Mauritius

5. **DEMATERIALIZED SHAREHOLDERS ON THE SOUTH AFRICAN REGISTER**

5.1 **Dematerialised Shareholders with “own-name” registration**

You are entitled to attend in person, or be represented by proxy, at the General Meeting. If you are unable to attend the General Meeting, but wish to be represented thereat, you must complete and return the attached form of proxy (*grey*), in accordance with the instructions contained therein, to be received by the South African Transfer Secretaries by no later than 10:00 (Mauritian time) (08:00 South African time) on Friday, 30 September 2016:

Hand deliveries to:

Computershare Investor Services
Proprietary Limited
Ground Floor
70 Marshall Street
Johannesburg, 2001

Postal deliveries to:

Computershare Investor Services
Proprietary Limited
PO Box 61051
Marshalltown, 2107

5.2 Dematerialised Shareholders other than with “own-name” registration

A dematerialised Shareholder without “own-name” registration, who is unable to attend the General Meeting, but wishes to be represented thereat, must not complete the attached form of proxy, but must instead contact its CSDP or broker in the manner and time stipulated in the agreement between it and the CSDP or broker in order to furnish the CSDP or broker with the Shareholder’s voting instructions and, in the event that such Shareholder wishes to attend the General Meeting, to obtain the necessary letter of representation from its CSDP or broker (as the case may be).

6. CERTIFICATED SHAREHOLDERS

There are currently no certificated Mara Delta Shareholders. If you materialise your Mara Delta Shares prior to the date of the General Meeting, please contact the transfer secretaries in either Mauritius or South Africa for further instructions.

IMPORTANT DATES AND TIMES

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

| | Date 2016 |
|--|-----------------------|
| Record date to determine which Shareholders are entitled to receive the Circular | Friday, 19 August |
| Circular incorporating Notice of General Meeting and forms of proxy distributed to Shareholders on | Friday, 2 September |
| Distribution of Circular and notice convening General Meeting announced on SEM and SENS on | Friday, 2 September |
| Distribution of Circular and notice convening General Meeting announced in the South African and Mauritian press on or about | Monday, 5 September |
| Last day to trade in order to be eligible to vote at the General Meeting | Tuesday, 20 September |
| Record date to be eligible to vote at the General Meeting | Friday, 23 September |
| Last day to lodge forms of proxy in respect of the General Meeting by 10:00 (Mauritian time) (08:00 South African time) on | Friday, 30 September |
| General Meeting of Shareholders to be held at 10:00 (Mauritian time) (08:00 South African time) on | Saturday, 1 October |
| Acquisition expected to be implemented on or about | Saturday, 1 October |
| Results of the General Meeting released on SEM and SENS o | Monday, 3 October |
| Results of the General Meeting published in the South African and Mauritian press on | Tuesday, 4 October |

Notes:

1. The above dates and times are subject to amendment. Any such amendment will be released on SEM and SENS.
2. Mara Delta Shareholders are referred to page 4 of the Circular for information on the action required by them.
3. If the General Meeting is adjourned or postponed, forms of proxy submitted for the initial General Meeting will remain valid in respect of any adjournment or postponement of the General Meeting.

DEFINITIONS AND INTERPRETATIONS

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 following words and expressions bear the meanings assigned to them below:

| | |
|---|---|
| “Acquisition” | the transaction, as regulated by the Acquisition Agreement, in terms of which Mara Delta will, subject to the fulfilment of the Conditions Precedent, purchase the Sale Equity from Rockcastle; |
| “Acquisition Agreement” | the sale of shares and claims agreement concluded on or about 24 June 2016 between Delta Mauritius, Mara Delta, Rockcastle and LCI, detailing the terms of the Acquisition, a copy of which is available for inspection, as indicated in paragraph 17 of this Circular; |
| “Adjustment Schedule” | the formula, as set out in Annexure 10 of the Circular, to calculate the adjustment of the Purchase Consideration; |
| “Anticipated Standard Bank Facility Outstandings” | bears the meaning assigned to it in paragraph 2.4.3.1; |
| “APIL” | Africa Property Investments Limited (previously known as Zambian Investments Limited) (registration number 109331), a Global Business Company having a Category 1 Licence, incorporated and registered under the laws of Mauritius, being the 100% shareholder of Syngenta Limited; |
| “APIL Sale Agreement” | the sale of shares agreement entered into between APIL, Rockcastle and LCI on or about 20 August 2014 in terms of which Rockcastle purchased APIL’s 100% shareholding in LCI; |
| “Bank of China” | Bank of China Limited, Johannesburg branch (registration number 2000/008434/10), 14th to 16th Floor, Alice Lane Towers, 15 Alice Lane, Sandton, Johannesburg, South Africa; |
| “Board” or “Directors” | the board of directors of Mara Delta; |
| “Business Day” | any day other than a Saturday, Sunday or public holiday in Mauritius or South Africa; |
| “CCC” | the COMESA Competition Commission; |
| “CCPC” | the Zambian Competition and Consumer Protection Commission; |
| “Circular” | this document distributed to Shareholders, dated 2 September 2016, containing the circular to Shareholders and annexures hereto, the Notice of General Meeting and forms of proxy; |
| “Company Secretary” | Intercontinental Fund Services Limited, Mara Delta’s company secretary, the particulars of which appear in the Corporate Information section of the Circular; |
| “Competition Authorities” | either of the CCC or CCPC, as the case may be; |
| “Competition Legislation” | either of: <ul style="list-style-type: none">– section 24 of the Zambian Competition and Consumer Protection Act; and– article 6 of the COMESA Competition Commission Regulations, as the case may be; |
| “Conditions Precedent” | the conditions precedent to the Acquisition, as set out in paragraph 2.8 of the Circular; |

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| “Constitution” | the Constitution of the Company in terms of the Mauritian Companies Act, being equivalent to a memorandum of incorporation in South Africa; |
| “Cosmopolitan Mall” | the retail shopping centre (including the parking area) developed by CSC on the Land and owned by CSC, including any alteration or additions thereto from time to time; |
| “CSC” | Cosmopolitan Shopping Centre Limited (registration number 095780), a company incorporated under the Companies Act CAP 388 of the Laws of Zambia, of which 50% of the issued share capital is held by LCI; |
| “CSDP” | a central securities depository participant registered in terms of the Financial Markets Act, with whom a beneficial holder of Shares holds a dematerialised Share account; |
| “Delta Mauritius” | Delta International Mauritius Limited (registration number 115250 C1/GBL), a Global Business Company incorporated and registered under the laws of Mauritius, being a wholly-owned subsidiary of Mara Delta; |
| “Effective Date” | the date on which the Acquisition Agreement becomes unconditional by virtue of the fulfilment or waiver, as the case may be, of the Conditions Precedent, it being anticipated that the Effective Date will occur on or about 1 October 2016; |
| “Financial Markets Act” | the Financial Markets Act, No. 19 of 2012 of South Africa; |
| “General Meeting” | the general meeting of Mara Delta Shareholders to be held at the offices of Intercontinental Fund Services Limited, Level 5, Alexander House, 35 Cybercity, Ebene, Mauritius at 10:00 (Mauritian time) (08:00 South African time) on Saturday, 1 October 2016, at which Mara Delta Shareholders will be requested to consider and, if deemed fit, pass the resolutions set out in the Notice of General Meeting attached to this Circular; |
| “GLA” | the gross lettable area, being the total area of a property that can be rented to a tenant; |
| “Independent Property Valuer” | Quadrant Properties Proprietary Limited (registration number 1995/003097/07), a private company incorporated under the laws of South Africa, the particulars of which appear in the Corporate Information section of the Circular; |
| “Independent Reporting Accountants” | BDO South Africa Incorporated (registration number 1995/002310/21), a company incorporated in South Africa, the particulars of which appear in the Corporate Information section of the Circular; |
| “Initial Payment” | bears the meaning assigned to that term in paragraph 2.4.1.1 of the Circular; |
| “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, as amended from time to time; |
| “Kwacha” or “ZMW” | Zambian Kwacha, the official currency of Zambia; |
| “Land” | the Remaining Extent of Subdivision No. 9 of Farm No. 397a, Lusaka, owned by CSC and situated in Lusaka, Zambia, on which Cosmopolitan Mall is located; |
| “Last Practicable Date” | the last practicable date before finalisation of this Circular, being 31 July 2016; |

| | |
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| “LCI” | Lusaka Cosmopolitan Investments Limited (registration number 121487) a Global Business Company, having a Category 2 Licence, incorporated and registered under the laws of Mauritius on 7 March 2014, with its registered office at Level 3, Alexander House, 35 Cybercity, Ebène, Mauritius, and in which Mara Delta will acquire 100% of the issued share capital (being the Sale Shares), should the Acquisition be approved at the General Meeting and be implemented; |
| “Leased Land” | the road reserve on Chifundo/Kafue Roads, being the portion of vacant land adjoining the Land, which has been leased by LCI from the Lusaka Council with the intention of creating additional parking for the Cosmopolitan Mall; |
| “Major Subsidiary” | a major subsidiary of Mara Delta, as defined in the JSE Listings Requirements, meaning a subsidiary that represents 25% or more of the total assets or revenue of the consolidated Group, comprising, as at the date of this Circular, Delta International Mauritius Limited, Morocco Fund and Commotor Limitada; |
| “Mara Delta” or “the Company” | Mara Delta Property Holdings Limited (previously Delta Africa Property Holdings Limited), registration number 128881 C1/GBL, a public company incorporated in Bermuda and registered by continuation in Mauritius as a public company limited by shares, which has a dual primary listing on the SEM and the main board of the JSE; |
| “Mara Delta Group” or “the Group” | the Company and its subsidiaries; |
| “Mauritian Companies Act” | the Mauritian Companies Act, No. 15 of 2001; |
| “Mauritius” | the Republic of Mauritius; |
| “Morocco Asset Manager” | Morocco REIT Management SA, a <i>Société Anonyme</i> having its registered office at Rue Soumaya Résidence Shehrazade 3, 5 ^{ème} étage, no 22 Palmiers, Casablanca, Morocco; |
| “Morocco Fund” | Freedom Property Fund SARL, a <i>Société Anonyme</i> established in the Kingdom of Morocco, having its registered office at Anfa Shopping Centre, Bureau de Gestion, Boulevard de la Corniche, Casablanca, Morocco, being an indirect, wholly-owned subsidiary of Mara Delta; |
| “Morocco Management Agreement” | the proposed agreement between the Morocco Asset Manager and the Morocco Fund, the salient details of which appear in Annexure 11 to the Circular; |
| “NAV” | net asset value; |
| “Notice of General Meeting” | the notice of the General Meeting forming part of this Circular; |
| “Parties” | the parties to the Acquisition Agreement; |
| “Projected Net Income” | bears the meaning assigned to it in paragraph 2.4.3.2 of the Circular; |
| “Promoters Agreement” | the agreement entitled “Promoters Agreement”, originally concluded on or about 2 December 2015, between Abvest Africa Limited, East African Property Investments Limited (previously known as Carlisle Property Holdings Limited), Ameiya Holdings Limited (as promoters) and the Company, as amended, pursuant to which, <i>inter alia</i> , the promoters will source investment and development opportunities for the Company, a copy of which is available for inspection, as indicated in paragraph 17 of this Circular; |
| “Property” | collectively, the Cosmopolitan Mall, the Land and the Leased Land; |
| “PSG Capital” or “Sponsor” | PSG Capital Proprietary Limited (registration number 2006/015817/07), a private company incorporated under the laws of South Africa, the particulars of which appear in the Corporate Information section of the Circular; |

| | |
|---|---|
| “Purchase Consideration” | the amount due by Mara Delta to Rockcastle under the Acquisition in consideration for the Sale Equity, as set out in paragraph 2.4.1 of the Circular; |
| “REIT” | real estate investment trust; |
| “Rockcastle” | Rockcastle Global Real Estate Company Limited (registration number 100869/C1/GBL), a Global Business Company incorporated and registered under the laws of Mauritius; |
| “Sale Claims” | all amounts of any nature whatsoever owing by LCI to Rockcastle, as at the Effective Date, from any cause whatsoever; |
| “Sale Equity” | collectively, the Sale Shares and the Sale Claims; |
| “Sale Shares” | all LCI shares held by Rockcastle on the Effective Date, comprising 100% of the issued shares capital of LCI; |
| “SEM” | the exchange operated by the Stock Exchange of Mauritius Limited, a public company incorporated under the Stock Exchange Act, 1988; |
| “SEM Rules” | the SEM Listing Rules, as amended from time to time; |
| “SENS” | the Stock Exchange News Service of the JSE; |
| “Share” or “Mara Delta Share” | an ordinary share of no par value in the share capital of the Company; |
| “Shareholder” or “Mara Delta Shareholder” | the holder of a Share; |
| “Signature Date” | 24 June 2016, the date of signature of the Acquisition Agreement by the Party last signing; |
| “South Africa” | the Republic of South Africa; |
| “South African Transfer Secretaries” or “Computershare” | Computershare Investor Services Proprietary Limited (registration number 2004/003647/07), a private company incorporated under the laws of South Africa, the particulars of which appear in the Corporate Information section of the Circular; |
| “Standard Bank” | Standard Bank of South Africa Limited (registration number 1962/000738/06) (acting through its Corporate and Investment Banking Division); |
| “Standard Bank Facility Agreement” | the loan facility agreement entered into between the LCI, Rockcastle and Standard Bank on or about 23 July 2015, in terms whereof loan facilities have been granted to LCI by Standard Bank; |
| “Standard Bank Facility Outstandings” | the total outstanding balance due by LCI to Standard Bank in terms of the Standard Bank Facility Agreement, plus any interest accrued or capitalised on such loan advances, plus any fees or other costs owing to Standard Bank, less any settlement fees or repayment fees (which shall be for the account of Rockcastle); |
| “Strate” | Strate Proprietary Limited (registration number 1998/022242/06), a private company incorporated under the laws of South Africa, a central securities depository licensed in terms of the Financial Markets Act and responsible for the electronic clearing and settlement system provided to the JSE; |
| “TNAV” | tangible net asset value; |
| “USD” or “US Dollar” or “\$” | United States Dollar, the official currency of the United States of America; and |
| “Zambia” | the Republic of Zambia. |



MARA DELTA PROPERTY HOLDINGS LIMITED

(previously Delta Africa Property Holdings Limited)
(Registered by continuation in the Republic of Mauritius)
(Registration number 128881 C1/GBL)
JSE share code: MDP
SEM share code: DEL.N0000
ISIN: MU0473N00028
(**"Mara Delta"** or **"the Company"**)

Directors

Sandile Hopeson Nomvete (*Chairman*)*
Bronwyn Anne Corbett (*Chief Executive Officer*)
Leon Paul van de Moortele (*Chief Financial Officer*)
Ashish Thakkar*
Jacqueline Roxanne van Niekerk*
David Stanley Savage *
Peter Todd (*Lead independent Director*)*+
Ian Donald Macleod*+
Maheshwar Doorgakant*+
Chandra Kumar Gujadhur*+

* *Non-executive*

+ *Independent*

CIRCULAR TO MARA DELTA SHAREHOLDERS

1. INTRODUCTION AND PURPOSE OF THIS CIRCULAR

- 1.1 Shareholders are referred to the announcement released by the Company on SENS and on the SEM website on 27 June 2016, advising Shareholders of the proposed acquisition by Mara Delta of the Sale Equity from Rockcastle, thereby acquiring a 50% interest in Cosmopolitan Mall, a new A-grade Zambian retail shopping centre anchored by multi-national tenants with US Dollar underpinned leases.
- 1.2 When aggregated, the Purchase Consideration in respect of the Acquisition, together with the consideration in respect of the Company's previous acquisition from Rockcastle of a 50% interest in two Zambian retail properties (as announced on SEM and SENS on 20 October 2015), result in the Acquisition being categorised as a category 1 transaction in terms of the JSE Listings Requirements, therefore requiring Shareholder approval (if taken separately, the Acquisition and the previous Rockcastle acquisition referred to above, would each be categorised as a category 2 transaction in terms of the JSE Listings Requirements).

- 1.3 The Acquisition constitutes an undertaking in the ordinary course of business of Mara Delta and therefore does not fall under the scope of Chapter 13 of the SEM Rules.
- 1.4 The purpose of this Circular is to:
 - 1.4.1 provide Shareholders with the requisite information regarding the Acquisition and the salient details of the proposed Morocco Management Agreement, so as to enable them to make an informed decision in respect of the resolutions set out in the Notice of the General Meeting enclosed with this Circular; and
 - 1.4.2 convene the General Meeting of Shareholders in order to consider and, if deemed fit, approve the resolutions authorising the implementation of the Acquisition and approving the Morocco Management Agreement.

2. DETAILS OF THE ACQUISITION

2.1 Introduction

- 2.1.1 Mara Delta is a pan-African income fund focusing on African real estate assets underpinned by US Dollar denominated long-term leases with high quality tenants delivering strong sustainable income.
- 2.1.2 In terms of the Acquisition, Mara Delta will acquire a 50% interest in the Property by purchasing the Sale Equity from Rockcastle, which Sale Equity constitutes 100% of the issued share capital of LCI and all amounts owing to Rockcastle by LCI.
- 2.1.3 LCI holds 50% of the issued share capital of CSC, which, in turn, is the registered title holder of the Land on which Cosmopolitan Mall is located. CSC has concluded a long-term lease in respect of the Leased Land, which has been utilised for the creation of additional parking for the Cosmopolitan Mall.
- 2.1.4 The Cosmopolitan Mall recently opened and is anchored by multi-national tenants with US Dollar underpinned leases.

2.2 Rationale for the Acquisition

- 2.2.1 The Property will be Mara Delta's third investment into dominant retail assets in Zambia with the same strong in-country partner and meets the rigid investment criteria of strong counterparties, underpinned by long-term dollar-based leases. In December 2015, Mara Delta acquired a 50% interest in both the Kafubu Mall in Ndola, Zambia and Mukuba Mall in Kitwe, Zambia.
- 2.2.2 The following salient points should be highlighted:
 - 2.2.2.1 rentals are received in both USD and Kwacha. The increased USD leases as a percentage of the Zambian portfolio will increase significantly. As all costs are Kwacha based, the net operating income will remain predominantly in USD, thus the investment in the Property will significantly reduce Mara Delta's overall exposure to the Kwacha to below 10% of income, following the Acquisition;
 - 2.2.2.2 the Property is seen as the dominant retail offering in the region;
 - 2.2.2.3 the tax incentives associated with the investment enhance the yield accretion in Mauritius;
 - 2.2.2.4 the Property has strong multi-national anchor tenants including Game (13% of rentals), Shoprite (10% of rentals) and The Foschini Group (6% of rentals).

Other major tenants include Pep, Jet, OK Furniture, Woolworths, Ackermans, Truworhs, Max Clothing, Carnival Furnishers, Edgars and Mr Price; and

2.2.2.5 vacancies and arrears are nil or negligible.

2.3 **Effective Date of the Acquisition**

The Effective Date, on which the Acquisition is to be implemented, shall be the date upon which the last outstanding Condition Precedent is fulfilled, it being anticipated that the Effective Date will occur on or about 1 October 2016.

2.4 **Purchase Consideration**

2.4.1 The total purchase consideration due by Mara Delta to Rockcastle in respect of the Acquisition ("**Purchase Consideration**"), amounts to USD24 167 597, subject to adjustment in terms of paragraphs 2.5 and 2.7 below, of which:

2.4.1.1 the Initial Payment of USD3 000 000 was paid to Rockcastle in cash on the Signature Date; and

2.4.1.2 USD21 167 597 will be paid to Rockcastle in cash on the Effective Date.

2.4.2 In addition to being liable for payment of the Purchase Consideration, Mara Delta has agreed to refinance the Standard Bank Facility Outstandings in the amount of USD13 000 000 in accordance with paragraph 2.5.2 below.

2.4.3 The Purchase Consideration has been calculated on the basis that:

2.4.3.1 it is anticipated that, on the Effective Date, the Standard Bank Facility Outstandings will amount to USD13 000 000 ("**Anticipated Standard Bank Facility Outstandings**"); and

2.4.3.2 the projected net income of Cosmopolitan Mall will amount to USD5 820 446 for the 12-month period ending 23 March 2017 ("**Projected Net Income**").

2.4.4 Mara Delta will not be entitled to repayment of the Initial Payment, whether or not the Acquisition Agreement is cancelled for any reason, save in the following circumstances:

2.4.4.1 if the Conditions Precedent are not fulfilled on or before the date or extended date stipulated for such fulfilment (see paragraph 2.8 below), then the Acquisition Agreement will cease to be of any further force and effect and the Parties will be restored as near as possible to their position prior to entering into the Acquisition Agreement, provided that Rockcastle shall refund Mara Delta the Initial Payment and neither Party shall have any other claim against the other as a result of or in connection with any such non-fulfilment; and

2.4.4.2 Mara Delta may claim repayment of the Initial Payment where Rockcastle has made fraudulent or gross negligent misrepresentations to Mara Delta which induced it to enter into the Acquisition Agreement,

it being agreed that, should the circumstances in paragraphs 2.4.4.1 or 2.4.4.2 not occur and should Rockcastle retain the Initial Payment, Mara Delta shall have a right of first refusal to match any offer received by Rockcastle for the Sale Equity, provided that the purchase price will be the Purchase Consideration, as detailed in the Acquisition Agreement and set out in paragraph 2.4. Such right of first refusal will expire on 31 October 2016 or such later date as may be agreed.

2.4.5 In terms of the Acquisition Agreement, Mara Delta is entitled, in its sole election, to fund the Purchase Consideration by way of a vendor consideration placing of its shares in accordance with the requirements of SEM Listing Rules and the JSE Listings Requirements.

2.5 **Standard Bank Facility**

2.5.1 The Purchase Consideration will be recalculated, as soon as possible after the Effective Date, to take account of any difference between the Anticipated Standard Bank Facility Outstandings and the actual value of the Standard Bank Facility Outstandings on the Effective Date (Mara Delta does not expect any difference between these values). Any

difference will be dealt with following the Effective Date and calculated in accordance with the formula set out in the Adjustment Schedule appearing in **Annexure 10** of the Circular.

- 2.5.2 Mara Delta will either procure the release, with effect from the Effective Date, of the security granted by Rockcastle to Standard Bank in connection with the Standard Bank Facility Outstandings or will discharge the Standard Bank Facility Outstandings completely on the Effective Date. In either case, Rockcastle shall be liable for any early settlement fees or repayment fees.

2.6 **Bank of China Facility**

- 2.6.1 Mara Delta has secured funding from the Bank of China for USD77 000 000, which funding will be utilised to:
- 2.6.1.1 part fund the Acquisition and release the Standard Bank Facility Outstandings as set out in paragraph 2.5.2 above; and
- 2.6.1.2 refinance all outstanding bank debt in respect of the Company's previous acquisition from Rockcastle of a 50% interest in two Zambian retail properties (as announced on SEM and SENS on 20 October 2015) including that of the other 50% shareholder/s' outstanding bank debt.
- 2.6.2 The Bank of China facility is priced at 6M USD LIBOR + 4% and will have a tenor of five years.

2.7 **Purchase Consideration Adjustment**

- 2.7.1 Rockcastle originally acquired the Sale Shares from APIL in terms of the APIL Sale Agreement.
- 2.7.2 In terms of the APIL Sale Agreement, the purchase price payable by Rockcastle to APIL is also calculated with reference to the Projected Net Income of Cosmopolitan Mall. The parties to the APIL Sale Agreement agreed that the purchase price will be subject to an adjustment should the actual net income for the first 12 months of trading differ from the Projected Net Income over that period. Any adjustment will be calculated in accordance with the formula set out in the Adjustment Schedule appearing in **Annexure 10** of the Circular.
- 2.7.3 Should the above price adjustment result in:
- 2.7.3.1 a positive amount, resulting in Rockcastle being liable to make payment to APIL of an increased amount, Mara Delta shall, on demand, immediately make payment to Rockcastle of such amount; or
- 2.7.3.2 a negative amount, in which event APIL is required to make payment thereof to Rockcastle, Rockcastle will then immediately upon receipt of such amount make payment thereof to Mara Delta.

2.8 **Conditions Precedent**

- 2.8.1 The Acquisition is conditional upon the fulfilment, by no later than 90 Business Days from the Signature Date or such later date(s) as is agreed in writing between the Parties, of the following Conditions Precedent, namely that:
- 2.8.1.1 the approval, to the extent required, of the Competition Authorities be obtained, either unconditionally or conditionally on terms and conditions which the parties confirm in writing to be acceptable to them, provided that the parties shall not be entitled to unreasonably withhold such acceptance and further provided that any such conditions are nevertheless fulfilled within the time period set out in paragraph 2.8.1; and
- 2.8.1.2 to the extent required, Mara Delta and Delta International Mauritius Limited obtain Shareholder approval, JSE approval and any other regulatory approval required for the Acquisition.

- 2.8.2 None of the Conditions Precedent can be waived.
- 2.8.3 Unless the Conditions Precedent have been fulfilled by not later than the date or extended date set out in paragraph 2.8.1 above, the Acquisition Agreement will cease to be of any further force and effect as described in paragraph 2.4.4.1 above.

2.9 Other significant terms of the Acquisition Agreement

- 2.9.1 Save for warranting that it will be the owner of the Sale Equity on the Effective Date and will, subject to the complete discharge of the Purchase Consideration by Mara Delta and compliance by Mara Delta with paragraph 2.5.2, be able to transfer free and unencumbered ownership and possession of the Sale Equity on the Effective Date, Rockcastle has made no representations to Mara Delta and has given no warranties regarding the Sale Equity.
- 2.9.2 In terms of the first addendum to the APIL Sale Agreement, APIL has consented to the cession and assignment of the "Ceded Rights", as referred to therein, to Mara Delta. Accordingly, in terms of the Acquisition Agreement and with effect from the Effective Date, Rockcastle cedes to Mara Delta all Rockcastle's right, title and interest under, in and to the "Ceded Rights" and delegates to Mara Delta all its obligations under the APIL Sale Agreement.

3. THE PROPERTY

- 3.1 Cosmopolitan Mall is a dominant retail mall in Lusaka, anchored by Shoprite, Game and Edgars. The mall was developed by the Heriot Group in Zambia and they remain a partner and property manager. The mall recently opened with a 100% occupancy and all leases are USD or USD indexed. In terms of the Acquisition, Mara Delta will acquire an effective 50% shareholding in CSC, the entity that owns Cosmopolitan Mall, with the remaining 50% therein being held by Syngenta Limited, the controlling shareholder of which is APIL.
- 3.2 The particulars of the Property are set out below:

| Property name and location | Sector | Anticipated Purchase Consideration (USD) | GLA (m ²) | Anticipated Purchase consideration per GLA (USD/m ²) | Market Value attributed by Independent Property Valuer ^{(1) (2)} (USD) |
|---|--------|--|-----------------------|--|---|
| Cosmopolitan Mall Corner Kafue and Chawama Roads, Lusaka, Zambia | Retail | 24 167 597 | 26 152 | 924.12 | 74 350 000 |

Notes:

- ⁽¹⁾ The Property has been valued by the Independent Property Valuer, an external valuer as defined in section 13 of the JSE Listings Requirements, who has attributed an aggregate market value of USD74 350 000 to the Property, as at 31 March 2016. Mara Delta will be acquiring an effective 50% interest in the Property.
- ⁽²⁾ Mara Delta is purchasing a 50% interest in the Property with a total value of USD74 350 000. The Purchase Consideration of USD24 167 597 plus the Standard Bank Facility Outstandings refinanced by Mara Delta in the amount of USD13 000 000, equate to 50% of the value of the Property.

3.3 Details regarding the Property, as at the Last Practicable Date, are set out below:

| Purchase Yield Attributable to Shareholders | Weighted Average Gross Rental (USD/m²) | Weighted Average Lease Duration (years) | Vacancy % by GLA |
|--|--|--|-------------------------|
| 10.4% | 21.1 | 5.3 | 0% |

3.4 An analysis of the Property, as at 31 May 2016, in respect of sectoral, geographic, tenant, vacancy and lease expiry profiles is provided below:

| SECTORAL PROFILE | GLA per sector | Gross rentals per sector |
|-----------------------------|-----------------------|---------------------------------|
| Retail | 100% | 100% |
| | 100% | 100% |
| GEOGRAPHICAL PROFILE | GLA per area | Gross rentals per area |
| Zambia | 100% | 100% |
| | 100% | 100% |
| TENANT PROFILE | Based on GLA | Number of tenants |
| A | 78% | 40 |
| B | 15% | 19 |
| C | 8% | 19 |
| | 100% | 78 |

For this table the following key is applicable:

- A Large national tenants, large listed tenants, government and major franchisees.
- B National tenants, listed tenants, franchisees, medium to large professional firms.
- C Other.

3.5 The Property's lease expiry profile, based on existing leases, by revenue and rentable area, is set out below:

| Expiry profile – year to 30 June | Total GLA | Total gross rentals |
|---|------------------|----------------------------|
| Vacant | 0% | 0% |
| Monthly | 0% | 0% |
| 2016 | 0% | 0% |
| 2017 | 0% | 0% |
| 2018 | 0% | 0% |
| 2019 | 5% | 5% |
| 2020 | 0% | 0% |
| Beyond | 95% | 95% |

3.6 The annualised weighted average rental escalation at 30 April 2016, based on existing leases, is as follows:

| Sector – Escalations | Percentage |
|-----------------------------|-------------------|
| Retail | 2.4% |

- 3.7 The forward average property yield for the 12 months ending 23 March 2017 is 7.83%.
- 3.8 The weighted average gross rental per m² per month, excluding vacant GLA, amounts to USD21.2/m².
- 3.9 A summary valuation report by the Independent Property Valuer is annexed to the Circular at **Annexure 6**.

4. PROSPECTS

- 4.1 Pursuant to the Acquisition, the Company will continue to focus as an internally managed total return African real estate company with a quality income producing portfolio valued at approximately USD433 million post the Acquisition and the implementation of other potential pipeline transactions, alongside a solid development component. The experienced management team and a strong Board, together with credible in-country partners will support the growth of a solid portfolio in a diverse and dynamic operating environment.
- 4.2 The Acquisition will be the Company's third investment into dominant retail assets in Zambia, allowing it to grow its footprint in Zambia with a portfolio that is complimentary with the Company's current portfolio of yield-enhancing assets and strong counterparties, underpinned by long-term dollar-based leases.
- 4.3 The Acquisition will strengthen the asset base of the Company through the addition of a prime retail asset and further establish the Company's relationship with the same strong in-country partner and developer. This allows the Company to take advantage of other pipeline opportunities in Zambia and other African countries presented by the partner.
- 4.4 In future, the Company aims to continue providing its Shareholders with investment growth based on sound investment principles and a diversified investment strategy.
- 4.5 The Cosmopolitan Mall (hereafter "the mall") is the dominant mall in a growing residential node and has already attracted tenants and customers from the other retail centres in the area. Anchored by Shoprite and Game on long term USD leases, the mall will significantly reduce the Company's overall exposure to the Kwacha to below 10% of income. CSC, which owns the mall, benefits from local tax breaks for five years on both rental withholding taxes and dividend withholding taxes.
- 4.6 The Cosmopolitan Mall already has an expansion of 5 000m² constructed at mezzanine level, allowing for future expansion.

5. MOROCCO ASSET MANAGER

5.1 Background

- 5.1.1 Mara Delta has been aggressively pursuing the REIT conversion of its Moroccan subsidiary, Morocco Fund. The objective is to convert the Morocco Fund into a real estate investment trust or similar entity under the Moroccan Law which will significantly reduce any tax leakage in the structure, attract additional investors, allow for cost effective expansion of its own portfolio of real estate assets within Morocco and ultimately list on a recognised stock exchange.
- 5.1.2 Moroccan REIT legislation requires an external management company to undertake the management of any REIT operating in the country. Mara Delta has therefore decided to participate in the formation of an asset manager (or REIT manager), namely Morocco Asset Manager, with a 20% stake therein. It is proposed that the Morocco Fund will appoint the Morocco Asset Manager as its REIT Manager as part of the conversion of the Morocco Fund into a Moroccan REIT. The Morocco Asset Manager will undertake the management of the Morocco Fund and its assets and provide related services in terms of the Morocco Management Agreement.

5.2 Rationale for the Morocco Management Agreement

The Morocco Asset Manager's shareholders have extensive expertise in the Moroccan market and have a track record of the successful establishment, management, and listing on the Casablanca Stock Exchange of Moroccan REIT entities. Together with Mara Delta's own track record, pan Africa experience, and debt-raising capabilities, the Morocco Asset Manager will enable Mara Delta to maximise the mutual success and ultimately create one of the largest and most admired institutions in Morocco

5.3 Shareholder approval required

5.3.1 The JSE Listings Requirements require that the appointment of an external asset manager be approved by a majority of disinterested shareholders. Accordingly, the Morocco Management Agreement is subject to the suspensive condition that all shareholder approvals required under the JSE Listings Requirements be obtained by Mara Delta by no later than 120 days from 1 September 2016. Should this condition not be fulfilled within the above period, the Morocco Management Agreement will be of no force and effect and no party to the agreement will have any claim against the other.

5.3.2 The Morocco Management Agreement will take effect on the date of receipt of the required approval from Mara Delta Shareholders.

5.4 Salient terms of the Morocco Management Agreement

The salient terms of the Morocco Management Agreement are set out in **Annexure 11** to the Circular, including the terms relating to the appointment of the Morocco Asset Manager, the fees payable under the Morocco Management Agreement and the duration and termination of the agreement.

6. FINANCIAL INFORMATION

6.1 Forecast financial information

6.1.1 The forecast statement of comprehensive income for the Acquisition is presented in **Annexure 3** to the Circular, while the Independent Reporting Accountants' report thereon is included at **Annexure 4** to the Circular.

6.1.2 The forecast financial information is the responsibility of the Directors.

6.2 Pro forma financial effects on Mara Delta

The consolidated *pro forma* financial effects of the Acquisition, as set out below, are the responsibility of the Directors. The consolidated *pro forma* financial effects are presented in a manner consistent with the basis on which the historical financial information has been prepared and in terms of the Company's accounting policies. The *pro forma* financial effects have been presented for illustrative purposes only and, because of their nature, may not give a fair reflection of the Company's financial position and results of operations post the adjustments set out in **Annexure 1**.

The consolidated *pro forma* financial effects are summarised below and should be read in conjunction with the consolidated *pro forma* statement of financial position, as set out in **Annexure 1**, together with the assumptions upon which the financial effects are based, as indicated in the notes thereto in **Annexure 1**. The Independent Reporting Accountants' report on the consolidated *pro forma* financial information appears at **Annexure 2** to this Circular. The Independent Reporting Accountants' report on the value and existence of the assets and liabilities acquired, is set out in **Annexure 5**.

The table below summarises the consolidated *pro forma* financial effects of the Acquisition on the statement of financial position of the Company based on the unaudited financial statements of Mara Delta for 31 December 2015, taking into consideration the previously announced corporate actions included in the circular to Mara Delta Shareholders dated 4 April 2016, as included in the Annexure 1 of the aforementioned circular.

For purposes of calculating the NAV per Share and TNAV per Share, it is assumed that the Acquisition was effected on 31 December 2015.

| | Before the Acquisition | After the Acquisition | % change |
|----------------------------|-------------------------------|------------------------------|-----------------|
| NAV per Share (USD cents) | 161.87 | 161.76 | (0.07) |
| TNAV per Share (USD cents) | 160.64 | 160.60 | (0.02) |

Notes and assumptions:

1. The "Before the Acquisition" figures have been extracted, without adjustment, from the *pro forma* financial information presented in Annexure 1 of the Circular to Mara Delta Shareholders dated 4 April 2016, which is based on the interim financial information of Mara Delta as at 31 December 2015.
2. The acquisition by Mara Delta from Rockcastle of 100% of the issued share capital of LCI, a Mauritian company having as its sole asset a 50% shareholding in CSC, which owns the Cosmopolitan Mall, located in Lusaka, Zambia, for the Purchase Consideration of USD24 167 597 plus the Anticipated Standard Bank Facility Outstandings refinanced by Mara Delta in the amount of USD13 000 000. The investment in LCI will be financed through the issue of approximately 9 479 372 new equity shares by way of a vendor consideration placing, amounting to USD15 640 964 at USD1.65 per share and debt financing of USD22 000 000 (which includes the refinancing of the Anticipated Standard Bank Facility Outstandings in the amount of USD13 000 000). The *pro forma* consolidated position takes into account that the investment in subsidiary (LCI) is eliminated and the investment in associate (CSC) is equity accounted for in terms of IAS 28 as LCI owns 50% of the issued share capital of CSC and management control vests with the other 50% shareholder of CSC. In terms of the purchase price allocation in terms of IFRS 3: Business Combinations of the acquisition of LCI, it has been assumed that the entire consideration in excess of LCI's net asset value relates to its investment in associate, CSC. This calculation will be revised in terms of IFRS 3 once the Acquisition is implemented.
3. The LCI figures have been extracted, without adjustment save for note 2 above, from the audited financial results of LCI for the interim financial period ended 24 March 2016.
4. The net asset value per share and the net tangible asset value per share are calculated based on the actual number of shares in issue on 31 December 2015 and adjusted for the number of shares issued in terms of the circular to Mara Delta shareholders dated 4 April 2016 and adjusted for the number of shares issued in terms of the Acquisition.

7. DIRECTORS

7.1 Directors' service contracts

7.1.1 All employment agreements with executive Directors were transferred from the Company's previous asset manager, Freedom Asset Management Limited to Mara Delta on 25 May 2016. No material changes have been made to the terms and conditions of the contracts upon transfer thereof, save for those changes required due to the relocation of Directors to Mauritius.

7.1.2 Summary of the existing material terms of the employment agreements of the executive Directors:

- three-month notice period;
- no loss of office compensation save for the costs required by the laws of the relevant country of residence; and
- no restraint of trade in place.

7.2 Directors' remuneration and benefits

There will be no variation in the remuneration or benefits receivable by any of the Directors (including proposed remuneration or benefits of any Director) as a consequence of the Acquisition.

7.3 Directors' interests

7.3.1 The direct and indirect interests of the Directors and their associates (including a director who has resigned during the last 18 months) in the Share capital of the Company as at the Last Practicable Date, are set out below:

| Director | Direct number of Shares held | Direct % of Shares in issue held | Indirect number of Shares held | Indirect % of Shares in issue held | Total number of Shares held | Total % of Shares in issue held |
|-----------------------------|------------------------------|----------------------------------|--------------------------------|------------------------------------|-----------------------------|---------------------------------|
| SH Nomvete | – | – | 4 070 043 | 4.07% | 4 070 043 | 4.07% |
| BA Corbett | 478 097 | 0.48% | 3 660 442 | 3.66% | 4 138 539 | 4.14% |
| LP van de Moortele | – | – | 422 061 | 0.42% | 422 061 | 0.42% |
| ID Macleod | – | – | – | – | – | – |
| P Todd | – | – | – | – | – | – |
| M Doorgakant | – | – | – | – | – | – |
| CK Gujadhur | – | – | – | – | – | – |
| GL Schnetler ⁽¹⁾ | – | – | – | – | – | – |
| GS Booyens ⁽²⁾ | – | – | 1 691 | 0.00% | 1 691 | 0.00% |
| PD Simpson ⁽³⁾ | – | – | 119 280 | 0.12% | 119 280 | 0.12% |
| G Pearson ⁽⁴⁾ | – | – | 420 359 | 0.42% | 420 359 | 0.42% |
| A Thakkar | – | – | – | – | – | – |
| JR van Niekerk | – | – | 13 836 | 0.01% | 13 836 | 0.01% |
| DS Savage | – | – | 2 | 0.00% | 2 | 0.00% |
| Total | 478 097 | 0.48% | 8 707 714 | 8.7% | 9 185 811 | 9.18% |

Notes:

1. Mr GL Schnetler resigned as a Director and chief executive officer of the Company with effect from 7 July 2015.
 2. Mr GS Booyens withdrew his availability to be re-elected as a Director at the Company's most recent annual general meeting on 12 November 2015 and ceased to be a Director of the Company on that date.
 3. Mr PD Simpson resigned from the Board on 14 August 2014, but remains a director of Morocco Fund, a Major Subsidiary.
 4. Mr G Pearson resigned from the Board with effect from 24 May 2016, but remains a director of various Major Subsidiaries of Mara Delta.
- 7.3.2 Save as set out below, there has been no change in the Shareholding of the Directors between the end of the financial year ended 30 June 2015 and the Last Practicable Date:
- 7.3.2.1 Ms BA Corbett purchased 44 709 Shares on 16 May 2016 (direct, beneficial interest) and a further 420 000 Shares on 19 May 2016 (direct, beneficial interest); and
 - 7.3.2.2 JR van Niekerk and DS Savage obtained their shareholding in Mara Delta as a result of the transaction between the Company and the Pivotal Fund Limited, which transaction is detailed in the Shareholder's circular dated 4 April 2016.
- 7.3.3 Save for being a Shareholder of Mara Delta, no Director of Mara Delta and no director of any of its subsidiaries, (including a director who has resigned during the last 18 months) has or had any material beneficial interest, directly or indirectly, in any transactions that were effected by Mara Delta:
- 7.3.3.1 during the current or immediately preceding financial year; or
 - 7.3.3.2 in any previous financial year which remains in any respect outstanding or unperformed.
- 7.3.4 Neither the Morocco Asset Manager, nor (save for being a Shareholder of Mara Delta) any promoter or Director of Mara Delta or its subsidiaries has had any material beneficial interest, either direct or indirect, in any existing property of Mara Delta or in the Property being acquired in terms of the Acquisition, and neither the Morocco Asset Manager, nor any promoter or Director of Mara Delta is or was a member of a partnership, syndicate or other association of persons that has or had such an interest. As far as Mara Delta is aware, there is no relationship between the Morocco Asset Manager or any promoter or directors of Mara Delta or any of its subsidiaries and another person, where a duty in relation to that other person conflicts or may conflict with a duty to Mara Delta.

8. OTHER RELATED MATTERS

8.1 Material changes

There have been no material changes in the financial or trading position of Mara Delta and its subsidiaries since publication of its interim results on 31 December 2015 or the previous circular to Mara Delta Shareholders dated 4 April 2016. There have been no material changes in the financial or trading position of LCI since the end of its last financial year ended 30 June 2015.

8.2 Material contracts

8.2.1 Neither Mara Delta nor any of its Major Subsidiaries have entered into any material contracts (being restrictive funding arrangements and/or contracts entered into otherwise than in the ordinary course of business) (i) within a period of two years prior to the date of the Circular; or (ii) at any time, where such agreements contain an obligation or settlement that is material to Mara Delta or its subsidiaries at the date of the Circular.

8.2.2 Neither LCI nor any of its subsidiaries have entered into any material contracts (being restrictive funding arrangements and/or contracts entered into otherwise than in the ordinary course of business) (i) within a period of two years prior to the date of the Circular; or (ii) at any time, where such agreements contain an obligation or settlement that is material to LCI or its subsidiaries at the date of the Circular.

8.3 Vendors

8.3.1 Details of the vendors in respect of acquisitions of immovable properties and/or material assets/securities/business undertakings over the past three years by LCI and its subsidiaries, are provided in **Annexure 8**, which also contains information regarding, inter alia, and to the extent applicable, the warranties received under those acquisitions, book debts, restraints of trade, the liability for accrued taxation.

8.3.2 No promoter or Director of the Company had any beneficial interest, direct or indirect, in any of the acquisitions detailed in **Annexure 8** and no promoter or Director was a member of a partnership, syndicate or other association of persons that had such an interest.

8.4 Material borrowings

Details of material borrowings of Mara Delta and its subsidiaries, as well as of LCI, are disclosed in **Annexure 7** to the Circular.

8.5 Property management

8.5.1 Where Mara Delta has sufficient presence and experience on the ground (e.g. Mauritius), property management is performed internally. Certain property management functions are outsourced by Mara Delta to in-country experts, as set out in **Annexure 9**.

8.5.2 The abovementioned property management agreements are available for inspection, as set out in paragraph 17 below.

8.5.3 No other part of the business of the Group is managed, or proposed to be managed, by any third party under contract or arrangement.

9. MAJOR SHAREHOLDERS

- 9.1 The table below lists those persons, other than Directors, who are, as far as the Company is aware, beneficially interested, as at the date of the Circular, directly or indirectly, in 5% or more of the Mara Delta Shares in issue.

| Name of Shareholder | Number of Shares held | % of Shares in issue |
|--|------------------------------|-----------------------------|
| Public Investment Corporation | 28 447 874 | 28.43% |
| Bowwood and Main No 117 Proprietary Limited ⁽¹⁾ | 5 746 061 | 5.74% |
| Stanlib Asset Management | 6 254 681 | 6.3% |
| Delta Property Fund Limited | 23 866 776 | 23.85% |
| Pivotal Fund Limited | 10 827 721 | 10.82% |
| | 75 143 113 | 74.14% |

Note:

1. Bowwood and Main No 117 Proprietary Limited has as its shareholders Boyzana Trust (50% shareholder) and Corbett Family Trust (50% shareholder).
- 9.2 The Company started operations in its current structures in mid-2014. At that point, Delta Property Fund Limited (“**DPF**”), as the Company’s seed investor, subscribed for a large portion of the initial capital raise. Although DPF held 52.4% of the issued share capital, it did not exercise control via the composition of the Board or via its actions. As per DPF’s original intention, it has since diluted its shareholding to 23.85%, as reflected in the table at paragraph 9.1 above. As at the date of this Circular, Mara Delta does not have a controlling shareholder, as defined in the JSE Listings Requirements. The Company has two controlling shareholders as defined in the SEM Listing Rules, being the Public Investment Corporation and Delta Property Fund Limited.

10. GENERAL MEETING

The General Meeting of Mara Delta Shareholders will be held at the offices of Intercontinental Fund Services Limited, Level 5, Alexander House, 35 Cybercity, Ebene, Mauritius at 10:00 (Mauritian time) (08:00 South African time) on Saturday, 1 October 2016, at which General Meeting Mara Delta Shareholders will be requested to consider and, if deemed fit, to pass the resolutions set out in the Notice of General Meeting attached to this Circular.

11. WORKING CAPITAL STATEMENT

The Directors are of the opinion that the working capital available to the Mara Delta Group is sufficient for the Mara Delta Group’s present working capital requirements and will, post-implementation of the Acquisition, be adequate for at least 12 months from the date of issue of this Circular.

12. LITIGATION STATEMENT

There are no legal or arbitration proceedings (including any such proceedings that are pending or threatened) of which the Company is aware, which may have or have over the previous 12 months had a material effect on the financial position of the Mara Delta Group or of LCI.

13. EXPENSES

The estimated costs of preparing and distributing this Circular and all its annexures, holding the General Meeting and implementing the Acquisition, including the fees payable to professional advisors, are approximately USD473 365, excluding Value Added Tax, and include the following:

| Expenses | USD |
|--|----------------|
| Sponsor and corporate advisor – PSG Capital | 37 500 |
| Independent Reporting Accountants – BDO | 14 000 |
| SEM authorised representative – Intercontinental Fund Services Limited | 1 250 |
| Independent Property Valuer – Quadrant Properties | 11 500 |
| JSE fees | 8 788 |
| Share issue expenses | 196 188 |
| SEM fees | 600 |
| Printing, publications and announcements | 20 000 |
| Competition filing fees | 146 000 |
| Attorneys for competition filings | 8 000 |
| Other Expenses | 13 327 |
| Contingency | 16 212 |
| Estimated total | 473 365 |

14. DIRECTORS' RECOMMENDATION

14.1 The Directors have considered the terms and conditions of the Acquisition and are of the opinion that the Acquisition is in the interest of Mara Delta Shareholders.

14.2 The Directors recommend that Shareholders vote in favour of the resolutions to be proposed at the General Meeting, as detailed in the Notice of General Meeting. The Directors, in their personal capacities, intend to vote the Shares held by them in favour of the resolutions to be proposed at the General Meeting.

15. 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 their names being stated in the Circular and, in the case of the Independent Reporting Accountants and the Independent Property Valuer, have consented to the inclusion of their reports, and to the references to their reports, in the form and context in which they appear, and have not withdrawn their consents prior to the publication of the Circular.

16. DIRECTORS' RESPONSIBILITY STATEMENT

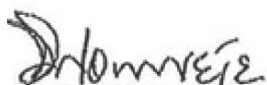
The Directors, whose names are given in the Corporate Information section of this Circular, collectively and individually accept full responsibility for the accuracy of the information furnished relating to the Mara Delta Group and certify that to the best of their knowledge and belief there are no facts 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 law and the JSE Listings Requirements.

17. DOCUMENTS AVAILABLE FOR INSPECTION

The following documents, or copies thereof, will be available for inspection by Shareholders during normal business hours at the Company's registered office, the office of Mara Delta's sponsoring broker, Capital Markets Brokers, and the offices of Mara Delta's JSE sponsor, PSG Capital, the details of which are provided in the Corporate Information section of this Circular, from 2 September 2016 until 1 October 2016 (both days inclusive):

- 17.1 the Constitution of the Company;
- 17.2 the Acquisition Agreement;
- 17.3 the following reports by the Independent Reporting Accountants –
 - 17.3.1 Independent Reporting Accountants' report on the *pro forma* financial information of Mara Delta, as reproduced at **Annexure 2** of this Circular;
 - 17.3.2 Independent Reporting Accountants' report on the forecast financial information for the Acquisition, as reproduced at **Annexure 4** of this Circular;
 - 17.3.3 Independent Reporting Accountants' report on the value and existence of the assets and liabilities acquired, as reproduced at **Annexure 5** of this Circular;
- 17.4 the detailed valuation report prepared by the Independent Property Valuer in respect of the Property, as well as the summary valuation report as reproduced at **Annexure 6** of this Circular;
- 17.5 the audited annual financial statements of Mara Delta for the last three financial years, being the financial year ended 31 August 2013, the 10 months ended 30 June 2014 and the financial year ended 30 June 2015;
- 17.6 the Promoters Agreement;
- 17.7 the employment agreements of:
 - 17.7.1 BA Corbett; and
 - 17.7.2 LP van de Moortele;
- 17.8 the property management agreements referred to in **Annexure 9**;
- 17.9 the Morocco Management Agreement referred to in **Annexure 11**; and
- 17.10 a copy of this Circular including all annexures hereto.

SIGNED AT EBÈNE ON 2 SEPTEMBER 2016 ON BEHALF OF ALL THE DIRECTORS OF MARA DELTA PROPERTY HOLDINGS LIMITED, AS LISTED BELOW, IN TERMS OF POWERS OF ATTORNEY SIGNED BY SUCH DIRECTORS



SH Nomvete
Chairman

| | |
|--------------------|--------------|
| SH Nomvete | DS Savage |
| BA Corbett | P Todd |
| LP van de Moortele | ID Macleod |
| A Thakkar | M Doorgakant |
| JR Van Niekerk | CK Gujadhur |

CONSOLIDATED *PRO FORMA* FINANCIAL INFORMATION OF MARA DELTA

The consolidated *pro forma* financial effects of the Acquisition, as set out below, are the responsibility of the Directors. The consolidated *pro forma* financial effects are presented in a manner consistent with the basis on which the historical financial information has been prepared and in terms of the Company's accounting policies. The *pro forma* financial effects have been presented for illustrative purposes only and, because of their nature, may not give a fair reflection of the Company's financial position post the adjustments set out in **Annexure 1**. The Independent Reporting Accountants' report on the *pro forma* financial effects is set out in **Annexure 2**.

PRO FORMA STATEMENT OF FINANCIAL POSITION

| | Before the Acquisition USD | <i>Pro forma</i> adjustments on Acquisition (2) (3) (4) USD | <i>Pro forma</i> after Acquisition USD |
|--|----------------------------------|--|---|
| ASSETS | | | |
| Non-current assets | | | |
| Investment property | 275 098 113 | – | 275 098 113 |
| Fair value of property portfolio | 271 144 912 | – | 271 144 912 |
| Straight-line rental income accrual | 3 953 201 | – | 3 953 201 |
| Construction: Work in progress | – | – | – |
| Property, plant and equipment | 111 483 | – | 111 483 |
| Investment in subsidiary | – | – | – |
| Investment in and loans to joint ventures | – | – | – |
| Investment in associate | 119 653 216 | 37 167 599 | 156 820 815 |
| Intangible assets | 5 128 092 | – | 5 128 092 |
| Related-party loans | 163 740 | – | 163 740 |
| Deferred tax | 2 032 063 | – | 2 032 063 |
| Total non-current assets | 402 186 707 | 37 167 599 | 439 354 306 |
| Current assets | | | |
| Trade and other receivables | 15 189 306 | – | 15 189 306 |
| Cash and cash equivalents | 19 768 090 | – | 19 768 090 |
| Total current assets | 34 957 396 | – | 34 957 396 |
| Total assets | 437 144 103 | 37 167 599 | 474 311 702 |
| EQUITY AND LIABILITIES | | | |
| Total equity attributable to equity holders | | | |
| Share capital | 252 632 888 | 15 444 776 | 268 077 664 |
| Foreign currency translation reserve | (10 830 705) | – | (10 830 705) |
| Non-distributable reserve | – | – | – |
| Retained loss | (340 262) | (277 177) | (617 439) |
| Total equity attributable to equity holders | 241 461 921 | 15 167 599 | 256 629 520 |

| | Before the Acquisition USD | Pro forma adjustments on Acquisition (2) (3) (4) USD | Pro forma after Acquisition USD |
|--|---|---|--|
| LIABILITIES | | | |
| Non-current liabilities | | | |
| Interest-bearing borrowings | 94 833 538 | 22 000 000 | 116 833 538 |
| Non-interest-bearing borrowings | – | – | – |
| Shareholders loans | – | – | – |
| Deferred tax | 190 997 | – | 190 997 |
| Total non-current liabilities | 95 024 535 | 22 000 000 | 117 024 535 |
| Current liabilities | | | |
| Interest-bearing borrowings | 91 865 691 | – | 91 865 691 |
| Shareholder loans | – | – | – |
| Amounts owing to related parties | – | – | – |
| Trade and other payables | 8 890 583 | – | 8 890 583 |
| Withholding tax payable | 99 894 | – | 99 894 |
| Current tax payable | (198 521) | – | (198 521) |
| Cash and cash equivalents | – | – | – |
| Derivative instrument | – | – | – |
| Total current liabilities | 100 657 647 | – | 100 657 647 |
| Total liabilities | 195 682 182 | 22 000 000 | 217 682 182 |
| Total equity and liabilities | | | |
| Shares in issue | 149 169 633 | 9 479 372 | 158 649 005 |
| Net asset value per share (excluding deferred tax) (cents) | 161.87 | | 161.76 |
| Net tangible asset value per share (excluding deferred tax) (cents) | 160.64 | | 160.60 |

Notes and assumptions:

1. The "Before the Acquisition" figures have been extracted, without adjustment, from the *pro forma* financial information presented in Annexure 1 of the circular to Mara Delta shareholders dated 4 April 2016, which is based on the interim financial information of Mara Delta as at 31 December 2015.
2. The acquisition by Mara Delta from Rockcastle of 100% of the issued share capital of LCI, a Mauritian company having as its sole asset a 50% shareholding in CSC, which owns the Cosmopolitan Mall, located in Lusaka, Zambia, for the purchase consideration of USD24 167 597 plus the Anticipated Standard Bank Facility Outstandings refinanced by Mara Delta in the amount of USD13 000 000. The investment in LCI will be financed through the issue of approximately 9 479 372 new equity shares by way of a vendor consideration placing, amounting to USD15 640 964 at USD1.65 per share and debt financing of USD22 000 000 (which includes the refinancing of the Anticipated Standard Bank Facility Outstandings in the amount of USD13 000 000). The *pro forma* consolidated position takes into account that the investment in subsidiary (LCI) is eliminated and the investment in associate (CSC) is equity accounted for in terms of IAS 28 as LCI owns 50% of the issued share capital of CSC and management control vests with the other 50% shareholder of CSC. In terms of the purchase price allocation in terms of IFRS 3: Business Combinations of the acquisition LCI, it has been assumed that the entire consideration in excess of LCI's net asset value relates to its investment in associate, CSC. This calculation will be revised in terms of IFRS 3 once the Acquisition is implemented.
3. The LCI figures have been extracted, without adjustment save for note 2 above, from the audited financial results of LCI for the interim financial period ended 24 March 2016, such results having been audited by JSE-accredited auditors, BDO South Africa Incorporated (audit partner: Heemal Bhaga Muljee).
4. The net asset value per share and the net tangible asset value per share are calculated based on the actual number of shares in issue on 31 December 2015 and adjusted for the number of shares issued in terms of the circular to Mara Delta shareholders dated 4 April 2016 and adjusted for the number of shares issued in terms of the Acquisition.

INDEPENDENT REPORTING ACCOUNTANTS' REPORT ON THE CONSOLIDATED PRO FORMA FINANCIAL INFORMATION OF MARA DELTA

The Directors
Mara Delta Property Holdings Limited
Level 3 Alexander House
35 Cybercity
Ebene
72201
Mauritius

22 August 2016

Dear Sirs

INDEPENDENT REPORTING ACCOUNTANT'S LIMITED ASSURANCE REPORT ON THE COMPILATION OF THE PRO FORMA STATEMENT OF FINANCIAL POSITION OF MARA DELTA PROPERTY HOLDINGS LIMITED

To the Directors of Mara Delta Property Holdings Limited

We have completed our limited assurance engagement to report on the compilation of the *pro forma* financial information of Mara Delta Property Holdings Limited ("**Mara Delta**" or the "**Company**") by the directors of Mara Delta (the "**Directors**"). The *pro forma* financial information, as set out in the circular, consists of the *pro forma* statement of financial position and related notes (collectively the "**Pro forma Financial Information**").

The *Pro forma* Financial Information has been compiled by the Directors to illustrate the impact of the acquisition of Lusaka Cosmopolitan Investments Limited ("**LCI**") as described in the circular, on the Company's financial position as at 31 December 2015, as if the acquisition had taken place as at 31 December 2015. As part of this process, information of the Company's financial position has been extracted by the Directors from the Company's interim published results for the period ended 31 December 2015 and taken into consideration the corporate actions of Mara Delta included in the circular to Mara Delta shareholders dated 4 April 2016.

Directors' responsibility for the *Pro forma* Financial Information

The Directors are responsible for the preparation and presentation of the *Pro Forma* financial information in accordance with paragraph 13.16(a)-(d) of the Johannesburg Stock Exchange ("**JSE Limited**") Listings Requirements, as set out in **Annexure 1** of the circular and for such internal control as the Directors determine is necessary to enable the preparation of the financial information that is free from material misstatement, whether due to fraud or error.

Our independence and quality control

We have complied with the independence and other ethical requirements of the Code of Professional Conduct for Registered Auditors issued by the Independent Regulatory Board for Auditors ("**IRBA Code**"), which is founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behaviour. The IRBA Code is consistent with the International Ethics Standards Board for Accountants Code of Ethics for Professional Accountants (Part A and B).

The firm applies International Standard on Quality Control 1 and, accordingly, maintains a comprehensive system of quality control including documented policies and procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.

Reporting accountants' responsibility

Our responsibility is to express an opinion as to whether or not the *Pro Forma* Financial Information has been compiled, in all material aspects in accordance with the JSE Listings Requirements. We conducted our engagement in accordance with the International Standard on Assurance Engagements ((ISAE) 3420 Assurance Engagements and the Revised Guide on *Pro Forma* Financial Information) issued by The South African Institute of Chartered Accountants.

This standard requires us to comply with ethical requirements and to plan and perform the assurance engagement to obtain reasonable assurance about whether the *Pro forma* Financial Information has been compiled, in all material respects, on the basis specified in the JSE Listing Requirements.

For purposes of this engagement, we are not responsible for updating or reissuing any reports or opinions on any historical financial information used in compiling the *Pro forma* Financial Information.

As the purpose of *pro forma* financial information included in a circular is solely to illustrate the impact of a significant corporate action or event on unadjusted financial information of the entity as if the corporate action or event had occurred or had been undertaken at an earlier date selected for purposes of the illustration, we do not provide any assurance that the actual outcome of the event of transaction at 23 August 2016 would have been as presented.

A reasonable assurance engagement to report on whether the *Pro forma* Financial Information has been compiled, in all material respects, on the basis of the applicable criteria involves performing procedures to assess whether the applicable criteria used in the compilation of the *Pro forma* Financial Information provides a reasonable basis for presenting the significant effects directly attributable to the corporate action or event, and to obtain sufficient appropriate evidence about whether:

- the related *pro forma* adjustments give appropriate effect to those criteria; and
- the *Pro forma* Financial Information reflects the proper application of those adjustments to the unadjusted financial information.

Our procedures selected depend on our judgment, having regard to our understanding of the nature of the Company, the corporate action or event in respect of which the *Pro forma* Financial Information has been compiled, and other relevant engagement circumstances.

Our engagement also involves evaluating the overall presentation of the *Pro forma* Financial Information. We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Conclusion

In our opinion, the *Pro Forma* Financial Information has been compiled, in all material aspects, on the basis of the JSE Listings Requirements.

Purpose of the report

This report has been prepared for the purpose of satisfying the requirement of the JSE Limited Listings Requirements, and for no other purpose.

Yours faithfully

BDO South Africa Incorporated

Chartered Accountants (SA)

Registered Auditors

Per **Nick Lazanakis**

Chartered Accountant (SA)

Registered Auditor and Reporting Accountant Specialist

22 Wellington Road

Parktown, 2193

FORECAST FINANCIAL INFORMATION FOR THE ACQUISITION

Mara Delta's profit forecasts have been prepared for the nine-month period ending 30 June 2017 and the 12-month period ending 30 June 2018 (collectively, the "Mara Delta forecast periods"). The forecasts have been prepared on the assumption that the Effective Date of the Acquisition is 1 October 2016.

The profit forecasts, including the assumptions on which they are based and the financial information from which they are prepared, are the responsibility of the Directors, provided that, in this regard, Mara Delta and the Independent Reporting Accountants have reviewed the reasonableness of the representations and information received from Mara Delta. The forecasts must be read in conjunction with the Independent Reporting Accountants report thereon, which is attached as **Annexure 4** hereto.

The profit forecasts have been:

- prepared in accordance with Mara Delta's accounting policies and in compliance with IFRS;
- a limited review was conducted by the Independent Reporting Accountant whose report is contained in **Annexure 4**; and
- have been prepared on an aggregated basis in respect of the entire Property to be acquired by Mara Delta in terms of the Acquisition.

| | Period ending 30 June 2017 USD | Period ending 30 June 2018 USD |
|---|--------------------------------------|--------------------------------------|
| Revenue | – | – |
| Property operating expenses | – | – |
| Income from associates | 2 115 479 | 2 914 371 |
| Net property income | 2 115 479 | 2 914 371 |
| Administrative expenses | – | – |
| Operating profit | 2 115 479 | 2 914 371 |
| Fair value adjustment on investment property | 660 654 | 896 530 |
| Profit before interest and taxation | 2 776 133 | 3 810 901 |
| Interest expense | (891 000) | (1 188 000) |
| Profit for the period before tax | 1 885 133 | 2 622 901 |
| Tax expense | – | – |
| Profit for the period after tax | 1 885 133 | 2 622 901 |
| Reconciliation of basic earnings, headline earnings and distributable earnings | | |
| Basic earnings | 1 885 133 | 2 622 901 |
| Less: Fair value adjustments on investment property (Net of deferred tax) | (660 654) | (896 530) |
| – Fair value adjustment on investment property | (660 654) | (896 530) |
| – Deferred taxation on investment property revaluation | – | – |
| Headline earnings attributable to shareholders | 1 224 479 | 1 726 371 |
| Number of shares in issue after the Acquisition | 158 649 005 | 158 649 005 |
| Earnings per share | | |
| Basic profit per share (cents) | 1.19 | 1.65 |
| Headline earnings per share (cents) | 0.77 | 1.09 |

| | Period ending 30 June 2017 USD | Period ending 30 June 2018 USD |
|------------------------------------|---|---|
| Distribution | | |
| Total distribution to shareholders | 1 224 479 | 1 726 371 |
| Distribution per share (cents) | 0.77 | 1.09 |

Main assumptions and comments on the forecast financial information

Assumptions considered to be significant are disclosed below, however, the assumptions disclosed are not intended to be an exhaustive list.

The property underlying the forecast comprises Cosmopolitan Mall in Lusaka, Zambia.

Assumptions that are under the control of the Directors

- The forecast information is based on information derived from the vendors, the independent valuer, the historical financial information and the Directors knowledge of and experience in the property industry.
- Contracted revenue, which comprises rental income and expense recoveries from existing tenants, is based on existing lease agreements for the duration of such agreements and revenue guaranteed by vendors by way of vacancy guaranties where applicable.
- Uncontracted revenue comprises of a management estimate on exhibition revenue of USD10 000 per month.
- There is no near-contracted revenue.
- Rental income in respect of current vacant space, reported under forecast gross rental income, has been excluded from the forecast information except where a vacancy guarantee has been provided by the vendor.
- Leases expiring during the respective forecast periods have been forecast on a lease by lease basis. In circumstances where the tenants occupy the premises on a month-to-month basis, it has been assumed that where such tenants have indicated that they are satisfied with the premises, they will continue to occupy the premises at the same rates and escalations. In circumstances where the existing lease agreements will expire during the periods under review and the current tenants have indicated that they are satisfied with the premises, it has been assumed that such tenants will continue to occupy the premises at the same rates and escalations as per the existing lease agreement, unless they have specifically indicated otherwise.

The acquisition of the Cosmopolitan Mall SPV is accounted for as investments in an associate and is equity accounted in terms of IFRS by the Mauritian holding company, LCI. On initial recognition and consolidation of these subsidiaries the underlying investment property is restated to the value attributed by the independent valuer. The purchase price in respect of LCI is assumed to equate to the value attributed by the independent valuer and no goodwill is recorded.

Fair value adjustments to investment properties, calculated as the difference between the valuation provided by the independent valuer and the aggregate purchase consideration including capitalised acquisition costs, have been provided for in respect of the period ending 30 June 2017 and 30 June 2018. The company has adopted the fair value model to account for investment properties and after initial recognition, a gain or loss arising from a change in fair value is recognised in profit or loss for the period in which it arises. The fair value adjustments are assumed to be made in the period in which the acquisition becomes effective.

The Purchase Consideration for the Acquisition will be settled as follows:

- USD24 167 597 will be settled in cash to Rockcastle which will be funded through the issue of shares and a loan with the Bank of China; and
- In addition to being liable for payment of the Purchase Consideration, Mara Delta has agreed to refinance the Standard Bank Facility Outstandings in the amount of USD13 000 000, which amount will be funded through a loan with the Bank of China.

Forecast uncontracted rental income included in the forecast information amounts to 3.7% for the period ending 30 June 2017 and 3.6% for the period ending 30 June 2018 of the total forecast income for the respective periods.

Straight-line rental adjustments are performed on an individual lease basis, are based on current lease agreements and exclude any assumptions of renewals or new leases during the respective forecast periods.

Forecast operating expenses and property management fees are not comparable with historic expenditure due to the fact that Cosmopolitan Mall is a newly trading mall which was recently developed.

Operating expenses contain the following material individual expenditure items: management fees (38% of expenses), rates and taxes (15% of expenses), security (12% of expenses) and cleaning (10% of expenses).

The above net profit after tax includes an assumed fair value adjustment of 2.4%. The net profit after tax excluding fair value adjustments is equal to the above earnings available for distribution.

These forecast statements of comprehensive income have been compiled utilising the accounting policies of Mara Delta.

Assumptions that are NOT under the control of the Directors

No unforeseen market and economic factors that will affect the tenant's ability to meet their commitments in terms of existing lease agreements have been included.

The property comprising the property portfolio are transferred on or before 1 October 2016 for CSC.

Interest payable on the debt funding will be at an average rate of 6%.

The forecast statements of comprehensive income have been prepared using the accounting policies of Mara Delta.

INDEPENDENT REPORTING ACCOUNTANTS' REPORT ON THE FORECAST FINANCIAL INFORMATION FOR THE ACQUISITION

The Directors
Mara Delta Property Holdings Limited
Level 3 Alexander House
35 Cybercity
Ebene
72201
Mauritius

22 August 2016

Dear Sirs

INDEPENDENT REPORTING ACCOUNTANT'S LIMITED ASSURANCE REPORT ON THE FORECAST STATEMENTS OF COMPREHENSIVE INCOME OF LUSAKA COSMOPOLITAN INVESTMENTS LIMITED

Introduction

Mara Delta Property Holdings Limited ("**Mara Delta**" or the "**Company**") through its wholly-owned subsidiary Delta International Mauritius Limited, entered into an agreement ("**Acquisition Agreement**") with Rockcastle Global Real Estate Company Limited ("**Seller**") and Lusaka Cosmopolitan Investments Limited ("**LCI**"), in terms of which Mara Delta will purchase from the Seller

- 100% of the issued share capital of LCI ("**Sale Shares**"); and
- all amounts owing to the Seller by LCI from any cause whatsoever ("**Sale Claims**")

(the "**Acquisition**"), with the Sale Shares and the Sale Claims being collectively referred to as the ("**Sale Equity**").

We have undertaken a reasonable assurance engagement in respect of the accompanying property forecast of LCI for the periods ending 30 June 2017 and 30 June 2018 comprising the forecast statement of comprehensive income and the vacancy and lease expiry profile of the property portfolio acquired (the "**Forecast Information**") as required by paragraph 13.15 of the Johannesburg Stock Exchange ("**JSE Limited**") Listings Requirements (the "**JSE Listings Requirements**") as set out in **Annexure 3** to the circular to be dated on or about 26 August 2016 (the "**Circular**").

We have also undertaken a limited assurance engagement in respect of the directors' assumptions used to prepare and present the forecast information as required by paragraph 13.15 of the JSE Listings Requirements.

Directors' responsibility for the forecast information and for the assumptions used to prepare the forecast information

The Directors are responsible for the preparation and presentation of the Forecast Information and for the reasonableness of the assumptions used to prepare the forecast information as disclosed in **Annexure 3** in accordance with paragraphs 13.12-13.14 of the JSE Listings Requirements.

This responsibility, arising from compliance with the JSE Listings Requirements includes the design, implementation and maintenance of internal control relevant to the preparation and presentation of the forecast information on the basis of those assumptions that is free from material misstatement, whether due to fraud or error.

Inherent limitations

Actual results are likely to be different from the forecast information since anticipated events frequently do not occur as expected and the variation may be material. Consequently, readers are cautioned that this forecast may not be appropriate for purposes other than described in the purpose of the report paragraph below.

Our independence and quality control

We have complied with the independence and other ethical requirements of the Code of Professional Conduct for Registered Auditors issued by the Independent Regulatory Board for Auditors ("IRBA Code"), which is founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behaviour. The IRBA Code is consistent with the International Ethics Standards Board for Accountants Code of Ethics for Professional Accountants (Part A and B).

The firm applies International Standard on Quality Control 1 and, accordingly, maintains a comprehensive system of quality control including documented policies and procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.

Limited assurance engagement on the reasonableness of the directors' assumptions

Reporting accountant's responsibility

Our responsibility is to express a limited assurance conclusion on whether anything has come to our attention that causes us to believe that the assumptions do not provide a reasonable basis for the preparation and presentation of the forecast information in accordance with the JSE Limited Listings Requirements for forecast information, based on the procedures we have performed and the evidence we have obtained. We conducted our limited assurance engagement in accordance with International Standard on Assurance Engagements (ISAE) 3400, The Examination of Prospective Financial Information (ISAE 3400), issued by the International Auditing and Assurance Standards Board. That standard requires that we plan and perform this engagement to obtain limited assurance about whether the directors' assumptions provide a reasonable basis for the preparation and presentation of the forecast information.

A limited assurance engagement undertaken in accordance with ISAE 3400 involves assessing the source and reliability of the evidence supporting the directors' assumptions. Sufficient appropriate evidence supporting such assumptions would be obtained from internal and external sources including consideration of the assumptions in the light of historical information and an evaluation of whether they are based on plans that are within the entity's capacity. A limited assurance engagement is substantially less in scope than a reasonable assurance engagement in relation to both the risk assessment procedures, including an understanding of internal control, and the procedures performed in response to the assessed risks.

The procedures we performed were based on our professional judgement and included inquiries, observations of processes performed, inspection of documents, analytical procedures, evaluating the reasonableness of best-estimate assumptions and agreeing or reconciling with underlying records.

Our procedures included evaluating the directors' best-estimate assumptions on which the forecast information is based for reasonableness.

The procedures performed in a limited assurance engagement vary in nature from, and are less in extent than for, a reasonable assurance engagement. As a result, the level of assurance obtained in a limited assurance engagement is substantially lower than the assurance that would have been obtained had we performed a reasonable assurance engagement. Accordingly, we do not express a reasonable assurance opinion about whether the directors' assumptions provide a reasonable basis for the preparation and presentation of the forecast information.

Limited assurance conclusion on the reasonableness of the directors' assumptions

Based on the procedures we have performed and evidence we have obtained, nothing has come to our attention that causes us to believe that the directors' assumptions do not provide a reasonable basis for the preparation and presentation of the forecast information for the periods ending 30 June 2017 and 30 June 2018.

Reasonable assurance engagement on the forecast information

Reporting accountant's responsibility

Our responsibility is to express an opinion based on the evidence we have obtained about whether the forecast information is properly prepared and presented on the basis of the directors' assumptions disclosed in **Annexure 3** to the Circular (the assumptions) and in accordance with the JSE Limited Listings Requirements for forecast information. We conducted our reasonable assurance engagement in accordance with International Standard on Assurance Engagements (ISAE) 3400, The Examination of Prospective Financial Information (ISAE 3400), issued by the International Auditing and Assurance Standards Board. That standard requires that we plan and perform this engagement to obtain reasonable assurance about whether such forecast information is properly prepared and presented on the basis of the directors' assumptions disclosed in the note to the forecast information and in accordance with the JSE Limited Listings Requirements for forecast information.

A reasonable assurance engagement in accordance with ISAE 3400 involves performing procedures to obtain evidence that the forecast information is properly prepared and presented on the basis of the assumptions and in accordance with the JSE Limited Listings Requirements for forecast information. The nature, timing and extent of procedures selected depend on the reporting accountant's judgement, including the assessment of the risks of material misstatement, whether due to fraud or error, of the forecast information. In making those risk assessments, we considered internal control relevant to Mara Delta's preparation and presentation of the forecast information.

Our procedures included:

- Inspecting whether the forecast information is properly prepared on the basis of the assumptions;
- Inspecting whether the forecast information is properly presented and all material assumptions are adequately disclosed, including a clear indication as to whether they are best-estimate assumptions; and
- Inspecting whether the forecast statement of profit or loss and other comprehensive income is prepared on a consistent basis with the historical financial statements, using appropriate accounting policies.

We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Information and sources of information

In arriving at our conclusion, we have relied upon forecast financial information prepared by the management of Mara Delta and other information from various public, financial and industry sources.

The principal sources of information used in arriving at our conclusion are as follows:

- the historical financial information in respect of LCI;
- management prepared forecasts for the nine months ending 30 June 2017 and the year ending 30 June 2018;
- lease agreements for a sample of the leases for the properties as set out below;
- the acquisition agreements;
- Indicative funding terms with the providers of the senior debt as represented by management;
- discussions with the Directors regarding the Forecast Information;
- discussions with Directors regarding the prevailing market and economic conditions;
- discussions with the Directors regarding reasonableness of the forecast renewals of expiring leases; and
- valuation reports in respect of the properties, prepared by Quadrant Properties Proprietary Limited (the "External Property Valuers").

Procedures

In arriving at our conclusion we performed the following procedures in terms of section 13 of the JSE Listing Requirements:

Rental income

- Selections were made from the forecast contracted rental income streams per the profit forecast for the properties and agreed to the underlying lease agreements. The total coverage obtained was as follows:
 - 70.16% of the forecast contracted rental income for 30 June 2017 and 30 June 2018 respectively.
- Analytical procedures were performed to assess the reasonableness of management's assumptions over both the period of vacancy between tenants and the escalation rate applied in terms of Section 13.14(d) and (e) of the JSE Listing Requirements;
- The straight-lining adjustment required by IFRS, of rental income generated by operating leases, was recalculated and agreed to the forecast model on a sample basis;
- Turnover rentals were discussed with the property managers and analytical procedures were performed to assess the reasonableness thereof; and
- Existing lease agreements that will expire during the period under review were discussed individually with the property managers. Unless the existing tenant has indicated that it intends to vacate the premises, it has been assumed that the existing tenant will renew the lease agreement and the resultant uncontracted rental income has been included in the forecast.

Property expenses

For a sample of properties forecast expenses were compared to the historical expenses and budgeted expenses (vendor budgets). Explanations were obtained for any significant differences.

Forecast recoveries as contained in the profit forecast model were selected for the property portfolio, agreed to the underlying lease agreements where applicable and discussed with the property managers. Recoveries were compared against the correlating expense forecast and explanations were obtained for any significant variances in the correlation compared to prior period audited figures and market available data.

Portfolio expenses

The forecast interest receivable, head office costs, property management fees and other portfolio expenses were assessed for reasonableness and, where applicable, recalculated. Certain expenses were also compared to industry benchmarks in order to assess their reasonableness.

Material expenses were compared to supporting documentation in the form of quotations and management and third party prepared calculations.

Material expenditure items

The detailed forecast expenditure was reviewed to ensure that all material expenditure items, as required by paragraph 13.14(g) of the Listings Requirements, were disclosed.

Application of accounting policies

We ascertained that the accounting policies were applied consistently in the preparation of the Forecast Information.

Model review

In order to ensure that the forecast model for the property income and expenses was mathematically accurate we performed a high level review to determine the consistency and mathematical accuracy of the model.

Vacancy profile and lease expiry profiles

The forecast vacancy profile and the lease expiry profile included in the Circular was recalculated to ensure the accuracy of the information presented in terms of Section 13.18(d) and (e) of the JSE Listing Requirements.

For a sample of the individual leases for each of the properties, we agreed the dates of expiry of such leases as reflected in the individual properties worksheets to the signed lease agreements and found them to be in agreement.

We compared the forecast vacancy profile included in paragraph 3.3 of the Circular to the forecast vacancy profile per our calculations and found them to be in agreement.

We compared the forecast lease expiry profile included in paragraph 3.5 of the Circular to the forecast lease expiry profile per our calculations and found them to be in agreement.

Accuracy of the information

We have relied upon and assumed the accuracy and completeness of the information provided to us in writing, or obtained through discussions with management. While our work has involved an analysis of the historical financial information, budgeted financial information and other information provided to us, our engagement does not constitute, nor does it include, an audit or review of historical financial information conducted in accordance with International Standards on Auditing or International Standards on Review Engagements.

Accordingly, we do not express an audit or review opinion thereon and assume no responsibility and make no representations with respect to the accuracy or completeness of any information provided to us, in respect of the Forecast Information included in the Circular.

Opinion on the forecast information

In our opinion, the forecast information is properly prepared and presented on the basis of the assumptions and in accordance with the JSE Listings Requirements for forecast information for the periods ending 30 June 2017 and 30 June 2018.

Purpose of the Report

The report has been prepared solely for the purpose of satisfying the requirements of paragraph 13.15 of the JSE Listings Requirements and for no other purpose.

Yours faithfully

BDO South Africa Incorporated

Chartered Accountants (SA)

Registered Auditors

Per **Nick Lazanakis**

Chartered Accountant (SA)

Registered Auditor and Reporting Accountant Specialist

22 Wellington Road

Parktown, 2193

INDEPENDENT REPORTING ACCOUNTANTS' REPORT ON THE VALUE AND EXISTENCE OF THE ASSETS AND LIABILITIES ACQUIRED

The Directors
Mara Delta Property Holdings Limited
Level 3 Alexander House
35 Cybercity
Ebene
72201
Mauritius

22 August 2016

Dear Sirs

INDEPENDENT REPORTING ACCOUNTANT'S ASSURANCE REPORT ON THE VALUE AND EXISTENCE OF THE ASSETS AND LIABILITIES TO BE ACQUIRED BY MARA DELTA PROPERTY HOLDINGS LIMITED

Introduction

We have reviewed the assets and liabilities to be acquired by Mara Delta Property Holdings Limited (“**Mara Delta**” or the “**Company**”) comprising the Cosmopolitan Mall (the “**Acquisition Property**”) reflected in the following adjustment columns for the Acquisition (“**the Adjustment Column**”) of the *pro forma* statement of financial position included in **Annexure 1** to the circular.

The report and the conclusion contained herewith is provided solely for the benefit of the board of directors for the purposes of their consideration of the Acquisition.

Directors' responsibilities

The directors are responsible for the compilation, contents and preparation of the Adjustment Column of the *pro forma* statement of financial position.

Reporting accountants' responsibility

Our responsibility is to express our limited assurance conclusion regarding the value and existence of the Acquisition Property at a value determined in accordance with the Company's accounting policies and the recognition and measurement criteria of IFRS, as reflected in the Adjustment Column of the *pro forma* statement of financial position.

Scope of review

We conducted our limited assurance engagement in accordance with the International Standard on Assurance Engagements other than Audit or Reviews of Historical Information – ISAE 3000 and paragraph 13.16(e) of the JSE Listings Requirements. This standard requires us to comply with ethical requirements and to obtain sufficient appropriate evidence on which to base our conclusion. We do not accept any responsibility for any reports previously given by us on any financial information used in the compilation of the *pro forma* statement of financial position beyond that owed to those to whom those reports were addressed by us at the dates of their issue.

A review consists of making inquiries, primarily of persons responsible for financial and accounting matters, and applying analytical and other review procedures. A review is substantially less in scope than an audit conducted in accordance with International Standards on Auditing and consequently does not enable us to obtain assurance that we would become aware of all significant matters that might be identified in an audit. Accordingly, we do not express an audit opinion.

Conclusion

Based on our review pursuant to section 13.16(3) of the JSE Listings Requirements, nothing has come to our attention that causes us to believe that:

- the Acquisition Property acquired by the Company reflected in the Adjustment Column of the *pro forma* statement of financial position included in **Annexure 1** to the circular does not exist; and
- are not fairly valued or are not fairly presented, in all material respects, in accordance with the accounting policies adopted by the Company, International Financial Reporting Standards and in the manner required by the Companies Act of South Africa, Act 71 of 2008, as amended.

Yours faithfully

BDO South Africa Incorporated

Chartered Accountants (SA)

Registered Auditors

Per **Nick Lazanakis**

Chartered Accountant (SA)

Registered Auditor and Reporting Accountant Specialist

22 Wellington Road

Parktown, 2193

SUMMARY VALUATION REPORT ON THE PROPERTY

The Directors
Mara Delta Property Holdings Limited
Level 5, Alexander House
35 Cybercity
Ebene
72201
Mauritius

22 August 2016

Dear Sirs

RE: INDEPENDENT PROPERTY VALUERS SUMMARY VALUATION REPORT IN RESPECT OF COSMOPOLITAN SHOPPING CENTRE (LUSAKA ZAMBIA) BELONGING TO COSMOPOLITAN SHOPPING CENTRE LIMITED AS DETAILED IN THE SUMMARY SCHEDULE ATTACHED AND FOR WHICH THERE IS A DETAILED VALUATION REPORTS HELD BY DELTA.

[13.23 (a) (iii)]

In accordance with your instruction of 2 March 2016, I confirm that I have visited and inspected the property [13.23 (c)] listed in the attached schedule ("the properties") on 8 March 2016 (Section 13.23 (a) (iii)) and have received all necessary details required to perform a valuation, in order to provide you with my opinion of the properties' market values as at 31 March 2016 (Section 13.23(c)).

1. INTRODUCTION

The valuation of the property has been carried out by the valuer who has carefully considered all aspects of all the property. This property has a detailed valuation report which has been given to the management of Delta. The detailed report include commentary on the current economy, nature of the property, locality, tenancy, risk profile, forward rent and earning capability and exposure to future expenses and property risk.

All these aspects have been considered in the individual valuation report of the property. The detailed report has further addressed the tenancy income capability and expenditure for the property and tenant. Historic expenditure profiles as well as future expenditure increases have also been considered. The value indicates the fair market value for the property which is detailed in the attached report and for which there is a summarised schedule attached. All essential aspects of information of the property have been summarised in the attached schedule.

2. BASIS OF VALUATION

The valuation is based on market value.

Market value is "The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion." (IVS 7th edition).

Furthermore the principals of fair value measurement have been applied in the determination of value which is defined as "The price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date." (IFRS 13)

Note that the values and calculation methodology have been sensitivity tested by way of quantitative analysis by analysing the capitalisation rates, discount rates, rental growth potential, expenditure increase, risk consideration and other inputs in various discounted cash flow models.

3. VALUE CALCULATION

The calculation of the market value of this property has been based on discounted cash flows. This is an accurate value calculation basis which considers future streams of annuity income for larger commercial properties that are traded in the South African and international market. This is due to there being strong supporting evidence of market rental rates, escalations, appropriate expenses and therefore accurate net revenue potential determination. This method also relies on capitalisation rates which are frequently reported in the market. This rate may also be determined by simple analysis of sales in the market (Section 13.23 (d)).

Properties traded in the current market reflect a yield rate relationship between revenue and capital value. This rate is an accurate determinant of the capitalisation rate.

The discounted cash flow value has then been calculated for each property with reference to fair value reporting in order to ensure that the reported value is consistent with the current market.

The considerations for the valuations are as follows:

- 3.1 calculating the forward cash flow of all contractual and other income derived from the property;
- 3.2 calculating the forward contractual and other expenditure as well as provisions for various expenses in order to provide for void or future capital expenditure to which the property may be exposed;
- 3.3 the current area vacancy as a percentage of the property is 0%. In order to apply a conservative ^[13.23 (d)] approach, I have applied approximately 0.1% void of the gross income as a provision for rental that may not be collected as a consequence of vacancy, tenant failure or tenant refitting during the course of the coming year. This has penalised the property in perpetuity. The current vacancy is less than the market average (weighted at approximately 6.3% but unknown statistics methodology) for this nature of property. The void provision used in the valuation is considered adequate. (Section 13.23(f)(i))
- 3.4 I have deducted some provisional expenses in the cash flows for future repair contingencies. A further small deduction has been made to the building capital value to provide for unforeseen expenses and round the value down. There are minimal deductions as this is a newly constructed building and is still under various construction contract guarantees.
- 3.5 there is no loss of rental due to renovations or refurbishments currently. There is some small external maintenance work on sections of the buildings and some minor internal tenant installation fitting that is currently in progress. There is no loss of rental as a result of these activities. (Section 13.23(f)(ii));
- 3.6 Generally the rentals are market related. There are no leases with rentals that are higher or lower ^[13.23 (f) (iii)] than market. Market trend for the area has still to be established from trading densities. This has been determined by comparing similar buildings in Zambia to the property valued, in terms of rental per square metre. The rental rate has also been checked against various published indices including the South African Property Owners Association (SAPOA) index. There is minimal information in this regard in Zambia. The property is not over-rented, or that cannot be re-rented at the same or higher rental rate should such property become vacant. There are various retailers wanting space in the buildings due to its desirability. They cannot currently be accommodated. There is therefore minimal potential for rental flow reversion. There is however, a positive upside potential for real growth in rental, given the low base off which some of the rentals flow. This is provided that the economy remains in a slow recovery pattern as currently being experienced and that there are no major economic fluctuations which may upset the economy. Current growth rate of approximately 1.5% for 2016 for South Africa and approximately 5.5% for Zambia. Note that most of the leases are USD currency denominated. (Section 13.23(f)(iii));
- 3.7 Calculating the discounted cash flow for five years in advance at a market related discount rate
- 3.8 the valuation has considered published market statistics regarding rental rates and expenditure for the different types of properties. It has also considered other similar properties in order to benchmark and determine if the property is over rented or have excessive expenditure.

4. SPARE LAND

Cosmopolitan Shopping Centre does not have some spare development capacity or spare land. No value [13.26] has only been attributed to land. Some spare land is leased for additional parking space alongside the mall.

No planning permission has been applied for in respect of applying for additional bulk. (Section 13.26)

5. BRIEF DESCRIPTION

COSMOPOLITAN SHOPPING CENTRE (LUSAKA, Zambia) – This is newly constructed shopping centre and trading for approximately 2 months. An A grade small regional shopping centre (IVS - African grading). High grade of new retail shopping centre. Appropriate design and construction for the demographic in the area. Industrial style steel and concrete frame but with large amount of internal fitting and shop finishing of a high grade. Footprint is a basic long rectangle L-shape with diagonal configurations positioned on three street frontages and a main road frontage. The main centre is a rectangle being the main retailers alongside smaller shops opposite a rectangular strip of shops with a central mall walkway. The general height is approximately 7 metres at roof apex and 4.5 metres surround height. General shop height is 3.2 meters.

(Section 13.23(a)(iv))

6. VALUATION QUALIFICATIONS

[13.23 (e)]

Qualifications are usually detailed as a consequence of:

Leases under negotiation that have not yet been formalised; leases of a large nature where the premises are difficult to re-let; specialised properties; large exposure to a single tenant; potential tenant failure due to over-rent; expenses required for major repairs; maintenance or other exposure to maintain the lettable of the building; contingent expropriations or servitudes that may be enforced; poor lease records whereby the lease may be disputed or rendered invalid.

I have, to the best of my knowledge, considered all of these aspects in the valuation of the property. The property is not prejudiced in value by the influence of the above factors.

I am however not responsible for the competent daily management of this property that will ensure that this status is maintained, or for the change of any laws, services by local authority or economic circumstances that may adversely impact on the integrity of the buildings or the tenant profile, or legal dispute which may result in any cash flow hiatus. (Section 13.23(e)).

OPTIONS OR BENEFIT / DETRIMENT OF CONTRACTUAL ARRANGEMENTS

To my knowledge there are no contractual arrangements on the property other than the leases as detailed [13.23 (g)] in the report that have a major benefit or are detrimental to the fundamental value base of the property. (Section 13.23(g)).

To the best of my knowledge, there are no options in favour of any parties for any purchase arrangement [13.23 (h)] on any of the property. (Section 13.23(h)).

7. INTRA-GROUP OR RELATED PARTY LEASES (SECTION 13.23 (A) (XI))

[13.23 (a) (xi)]

Having inspected all the tenant schedules and leases it is noted that there are no intra-group or related party leases.

8. CURRENT STATE OF DEVELOPMENT

[13.24]

[13.25]

[13.26]

The property is new as it was recently constructed and completed within the last year. (Section 13.24, 13.25 and 13.26).

9. EXTERNAL PROPERTY

The property is situated outside the Republic of South Africa. (Section 13.28).

10. RENTALS USED IN VALUATIONS

[13.29]

Note that this property is generally rented out. The current annual rental and future annual rentals have been calculated in a separate discounted cash flow schedule. It is noted that there is no material rental reversions apparent and that the rentals for the property increase on average by approximately 1.64% compounding per annum. No valuation has been done to consider the effect of currency fluctuation on the value of the property.

11. OTHER GENERAL MATTERS AND VALUATION SUMMARY (SECTIONS 13.30 AND 13.31)

[13.30 and 13.31]

A full valuation report is available on a property by property basis detailing tenancy, town planning, valuer's commentary, expenditure and other details. This has been given to the directors of Delta.

12. ALTERNATIVE USE FOR A PROPERTY (13.27)

[13.27]

The property has been valued in accordance with their existing use which represents their best use and market value. No alternative uses for the property has been considered in determination of their value.

13. OTHER COMMENTS

Our valuation excludes any amounts of Value-added Tax, transfer duty, or securities transfer duty.

14. CAVEATS

14.1 Source of information and verification (Section 13.23(a)(xiii))

[13.23 (a) (xiii)]

Information on the property regarding rental income, recoveries, turnovers and other income detail has been provided to me by the current owners and their managing agents.

I have received copies of all of the leases of the existing property where such leases are the major tenant or tenants comprising anything higher than 5% occupancy of the property. The leases have been read to check against management detail records, in order to ensure that management has correctly captured tenant information as per the contractual agreements. This has been done to test management information accuracy against the underlying lease agreements.

I have further compared certain expenditures given to me, to the market norms of similar properties. This has also been compared to historic expenditure levels of the property its selves. Historical contractual expenditures and municipal utility services were compared to the past performance of the property in order to assess potential expenditure going forward. The municipal value on the property is generally market related and reasonable with little potential to increase dramatically.

14.2 Full disclosure

This valuation has been prepared on the basis that full disclosure of all revenue and expenditure information and factors that may affect the valuation have been made to myself.

I have to the best of my ability researched the market as well as taken the steps detailed in paragraph 14.3 below.

14.3 Leases (Section 13.23(a)(ix))

[13.23 (a) (ix)]

Our valuation has been based on a review of actual tenants' leases (which includes material terms such as repair obligations, escalations, break options etc.) and other pertinent details which have been supplied to us by the managing agents and by Delta. These have been detailed in the tenant schedules attached to each individual valuation report.

All recovery details in respect of the existing leases e.g. utility cost and other recoveries as provided for in the leases have been disclosed by way of the monthly tenant invoices and summary schedule supplied to us. Option terms and other lease information have been supplied to us by the owners and managing agents and we are familiar with such documents.

14.4 Lessee's credibility

In arriving at our valuation, cognisance has been taken of the lessee's security and rating. In some cases, this has influenced the capitalisation rate by way of a risk consideration.

14.5 Mortgage bonds, loans, etc.

The property has been valued as if wholly-owned with no account being taken of any outstanding monies due in respect of mortgage bonds, loans and other charges. No deductions have been made in our valuation for costs of acquisition.

The valuation is detailed in a completed state and no deductions have been made for retention or any other set-off or deduction for any purposes which may be made at the discretion of the purchaser when purchasing the property.

14.6 Calculation of areas

All areas quoted within the detailed valuation reports are those stated in the information furnished and verified where plans were available. To the extent that plans were not available, reliance was placed on the information submitted by the managing agents and lease information.

Updated plans were not available for the property in respect of internal configuration. The property generally appears to have the stated square meterage as per lease, which could only be more accurately determined if remeasured by a professional.

14.7 Structural condition

The property has been valued in their existing state. I have not carried out any structural surveys, nor inspected those areas that are unexposed or inaccessible, neither have I arranged for the testing of any electrical or other services.

14.8 Contamination

The valuation assumes that a formal environmental assessment is not required and further that the property is environmentally impaired or contaminated, unless otherwise stated in our report.

14.9 Town planning (Section 13.23(a)(vi) and (vii))

[13.23 (a) (vi)
and (vii)]

Full town planning details and title deeds have been noted in the detailed valuation report including conditions and restrictions and the property has been checked against such conditions. This is to ensure that they comply with town planning regulations and title deeds. There do not appear to be any infringements of local authority regulations or deeds by the property. There is minimal information regarding town planning. Note however that the plans have been approved by Lusaka council which would indicate an approval for the development and the scheme.

The valuation has further assumed that the improvements have been erected in accordance with the relevant Building and Town Planning Regulations and on inspection it would appear that the improvements are in accordance with the relevant town planning regulations for this property.

There is no contravention of any statutory regulation, or town planning local authority regulation or contravention of title deed relating to the property which infringement could decrease the value of the property as stated as at current date of local authority legislation.

Note that the property has a leasehold claim over part of the parking area which has 59 years of lease duration still to run. (Section 13.23(a)(vii))

15. **MARKET VALUE**

I am of the opinion that the aggregate market value of the property as at 31 March 2016 is \$74 350 000.00 (excluding VAT). A summary of the individual valuation and details of the property is attached.

To the best of our knowledge and belief there have been no material changes in circumstances between the date of the valuation and the date of the valuation report which would affect the valuation.

I have more than 30 years' experience in the valuation of all nature of property and I am qualified to express an opinion on the fair market value of the property.

I trust that I have carried out all instructions to your satisfaction and thank you for the opportunity of undertaking this valuation on your behalf.

[13.23(b)]

Yours faithfully,

Peter Parfitt

Quadrant Properties (Pty) Ltd

Dunkeld Court

16 North Road, corner Jan Smuts Avenue

Dunkeld West, 2196

Professional Associated Valuer

Dip. Val. MIV(SA)

Registered Professional Property Valuer (no. 2712/2)

(Registered without restriction in terms of the Property Valuers Act, No. 47 of 2000)

Mara Delta Property Holdings Limited - PROPERTY VALUATION SUMMARY JSE (SECTION 13.31)
AS AT 31 MARCH 2016

| JSE Section 13.23 | Market Valuation (Section 13.23 (a) (i) & 13.29) | Market Valuation (Section 13.23 (a) (i)) | Property Physical Address (Section 13.23 (a) (iii)) | Property Legal Description (Section 13.23 (a) (iii)) | Description (Section 13.23 (a) (iv)) | MAJOR TENANTS (Section 13.23 (a) (ix)) | PERCENTAGE OF SPACE OCCUPIED BY MAJOR TENANT/S | LEASE DURATION STILL TO RUN ON MAJOR TENANT (MONTHS) | USE NATURE (Section 13.23 (a) (vi)) | ACTUAL VACANCY LEVELS (Section 13.23 (f) (i)) | DEVELOPMENT (Section 13.24) | 12 Months Projected | | | | | |
|---------------------------|--|--|---|--|--|--|--|---|---|--|--------------------------------|--|------------------|--|----------------|------------------|-------------------|
| | | | | | | | | | | | | Gross Revenue | | | | | |
| | | | | | | | | | | | | 12 Months Projected | | | | | |
| | | | | | | | | | | | | Expenses | | | | | |
| | | | | | | | | | | | | 12 Months Projected Net | | | | | |
| | | | | | | | | | | | | Revenue | | | | | |
| | | | | | | | | | | | | Capitalisation rate | | | | | |
| | | | | | | | | | | | | DCF Value | | | | | |
| | | | | | | | | | | | | Less Adjustments (Operational Capex, Repairs & Maintenance, other deductions) | | | | | |
| | | | | | | | | | | | | Add Spare Land Value | | | | | |
| | | | | | | | | | | | | Final Market Value | | | | | |
| PROPERTY REF & FILE NO | PROPERTY NAME | REGISTERED OWNER | PHYSICAL ADDRESS | LEGAL DESCRIPTION | LETTABLE AREA GLA (sqm) | MAJOR TENANTS | PERCENTAGE OF SPACE OCCUPIED BY MAJOR TENANT/S | LEASE DURATION STILL TO RUN ON MAJOR TENANT (MONTHS) | USE NATURE | ACTUAL VACANCY LEVELS | DEVELOPMENT | DISCOUNTED VALUE | | | | | |
| 3 | COSMOPOLITAN SHOPPING CENTRE (LUSAKA - Zambia) | Cosmopolitan Shopping centre limited | Cnr Katue and Chawama road, Makeni, Central south Lusaka | Remaining extent of subdivision No. 9 of Farm No. 397a, Makeni, Lusaka with lease on adjoining land for 200 parking bays. | 26,152 | Game | 17.86% | 120 | | | | | ZMK 6,575,464.70 | | | | |
| | | | | | | Shoprite | 13.53% | 120 | | | | | | | ZMK 779,570.80 | | |
| | | | | | | Edgars | 10.04% | 60 | | | | | | | | ZMK 5,795,893.90 | |
| | | | | | | Jet | 3.58% | 60 | | | | | | | | 7.50% | |
| | | | | | | Max Clothing | 3.43% | 60 | | | | | | | | | ZMK 74,355,670.13 |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | ZMK 0.00 | | | | | |
| | | | | | | | | | | | | ZMK 74,350,000.00 | | | | | |

MATERIAL BORROWINGS

Material borrowings of Mara Delta Group are disclosed in the table below:

| Finance Institution (Lender) | Group entity applicable (Borrower) | Nature of loan | Amount, terms and conditions of repayment | Rate of interest | Security provided | Conversion or redemption rights | Short-term capital repayments (within 12 months) |
|-------------------------------------|---|---|--|--|--|--|---|
| Afrasia Bank Limited | Mara Delta Property Holdings Limited | Revolving credit facility up to USD20 000 000, limited in use to equity bridging for the acquisition of new buildings and facilitate the timing of distribution payments. | Interest is repayable quarterly, capital is repayable within 12 months from the drawdown date. | 3-month LIBOR + 5.00% 3-month LIBOR + 6.50% for dividend payments | i. Floating charge on the Mara Delta Property Holdings Limited. ii. Floating charge on Delta International Mauritius Ltd. iii. Floating charge of BH Property Investments Limited. | None | Utilisations for equity bridge will be repayable from future capital raises; Utilisations for timing of distributions are repayable from cash-generated from operations. Repayments are made from Capital Raises. |

| Finance Institution (Lender) | Group entity applicable (Borrower) | Nature of loan | Amount, terms and conditions of repayment | Rate of interest | Security provided | Conversion or redemption rights | Short-term capital repayments (within 12 months) |
|-------------------------------------|--|---|---|---|---|--|---|
| Standard Bank South Africa | Delta International Mauritius Limited | Acquisition of the Hollard Building in Mozambique | USD14 000 000 was utilised for the acquisition and is subjected to interest as per the interest rate defined and the interest is repayable monthly. The capital portion is current, subject to roll-over. | 1-month Libor + 6% | The loan is secured by a cash guarantee provided by Commotor Limitada for USD14 680 000. | None | The capital portion is current, subject to roll-over and is to be maintained at a maximum facility amount of USD14 680 000. This amount has been settled on 29 July 2016. |
| Investec Bank Limited | Freedom Property Fund SARL (Morocco) & Delta Africa Property Holdings Limited (as co-borrower) | Refinancing of the vendor loan in relation to the acquisition of Anfa Place Shopping Complex. | MAD495 000 000 vendor loan is refinanced through the Investec Bank Facility. The interest is subject to the terms as defined and is repayable quarterly. | 3-month Libor + EUR A Loan, 4.25% per annum (fixed); paid quarterly EUR B Loan, 3-month Libor + 4.00% paid quarterly USA Aloan, 4.00%, 3-month Libor + 4% paid quarterly. | First rank mortgage bond on the Anfa Shopping Centre in Morocco; Subordination of Shareholders loans; Guarantee from Delta Property Fund Limited; 60% loan to value covenant. | None | 5% of the initial capital amount is repayable annually. No current capital repayments due on the facility. Capital payments are made from operating cashflow. |
| Standard Bank Mozambique | S&C Immobiliaria Limitada | Acquisition of the Anadarko Building | USD10 451 000 | 6.51% fixed | First rank Mortgage bond over the Anadarko Building in Mozambique; Guarantee from Sal Investment Holdings Limited. | None | No current capital repayments due on the facility. |

| Finance Institution (Lender) | Group entity applicable (Borrower) | Nature of loan | Amount, terms and conditions of repayment | Rate of interest | Security provided | Conversion or redemption rights | Short-term capital repayments (within 12 months) |
|--|---|---|--|--|--|--|---|
| Standard Bank South Africa | Commotor Limitada (Mozambique) | Acquisition of the Vodacom Building and final settlement of Hollard Building | USD38 000 000 of which 70% of the loan has been fixed. | 3-month Libor + 5.4% | First rank Mortgage bond over the Vodacom Building and Hollard Building in Mozambique; Guarantee from HM & K Property Limited and Sal Investment Holdings Limited. | None | No current capital repayments due on the facility. |
| Standard Bank South Africa | Delta Africa Property Holdings Limited | Equity bridge facility for the acquisition of the Makuba and Kafubu Malls in Zambia | USD17 051 857 | 3-month Libor + 6.00% | Performance guarantee from The Pivotal Fund Limited to take up a maximum of ZAR300 000 000 (USD20 833 333) on approval of the transaction by the shareholders. | None | Loan settled via the issue of shares to The Pivotal Fund. |
| Housing Finance Company of Kenya Limited | BM Naivasha | Development Loan facility | USD4 850 000 | 9.00% (being the base lending rate of 8.54% + a margin of 0.46%) | First rank mortgage bond over land and all improvements; Rental assignment; Pledge of escrow account that contains three months interest. | None | USD4 535 573 The loan is due to be replaced by term finance with a suitable lender |

| Finance Institution (Lender) | Group entity applicable (Borrower) | Nature of loan | Amount, terms and conditions of repayment | Rate of interest | Security provided | Conversion or redemption rights | Short-term capital repayments (within 12 months) |
|--|---|--|--|---|---|--|---|
| Stanbic IBTC Bank PLC and FirstRand Bank Limited | Oando Wings | Development loan facility converted to term loan (7.5 year term) | USD100 000 000 | 8.50% per annum until lease commencement date, thereafter 8.25% | Debenture; Borrower assignment; Share Charge and option rights assignment | None | USD49 481 615 The amount will be refinanced once ownership transfers to Mara Delta on 1 September 2016 |
| Barclays Bank Mauritius Limited | BH Property Investments Limited | Part finance acquisition of Barclays House | USD7 900 000 | 3-months USD Libor + 4% | Guarantee by Delta International Mauritius | None | No short term repayments |
| Banco Unico | Zimpeto Inmobiliaria Limitada | Part finance acquisition of Zimpeto Square | USD4 000 000 for a 10 year term | 16.7500% on Metica's equivalent | | None | No short term repayments |

Material borrowings of LCI are disclosed in the table below:

| Finance Institution (Lender) | Group entity applicable (Borrower) | Nature of loan | Amount, terms and conditions of repayment | Rate of interest | Security provided | Conversion or redemption rights | Short-term capital repayments (within 12 months) |
|--|---|--|---|-------------------------|--|--|---|
| Standard Bank of South Africa Isle of Man Branch | Lusaka Cosmopolitan Investments Limited | Part finance on development of Cosmopolitan Mall | USD 13 000 000 term loan facility with repayment 31 August 2019 | Interest only | First covering bond over the Cosmopolitan Mall, Pledge and Cession of Shares in Cosmopolitan Shopping Centre Limited, Guaranteee from Rockcastle | None | To be settled by the proceeds of the BOC loan |

VENDORS

Details of the vendors in respect of acquisitions of immovable properties and/or material assets/securities/business undertakings over the past three years by LCI and its subsidiaries, are set out below:

| | |
|---|---|
| Name of vendor | Cosmopolitan Shopping Centre Limited |
| Address of vendor | Figtree House, No 1 Warthog Road Kabulongu, Lusaka Zambia |
| Asset acquired from vendor | 10 000 ordinary shares |
| Date asset originally acquired by the vendors | 26 June 2014 |
| Price paid to the vendor including transaction costs plus deferred and contingent considerations | USD8 268 |
| Effective date of acquisition of the asset | 26 June 2014 |
| Were book debts guaranteed by the vendor? | No |
| Were normal warranties provided by the vendor? | No |
| Were restraints imposed on the vendor under the acquisition? | No |
| Did the acquisition involve any liability for accrued taxation? | No |
| Has the asset acquired been transferred into the name of Delta or one of its subsidiaries? | No |
| Has the asset acquired been ceded or pledged? | No |
| Details of how the value of the securities was determined? | LCI acquired 10 000 ordinary shares at ZMW5 each, which totalled ZMW50 000. The exchange rate at the acquisition date of 26 June 2014, was USD6.0475. |
| The beneficial interest, direct or indirect, of any promoter or director in any transaction? | Not applicable. |
| The amount of any cash or securities paid or benefit given or proposed to be paid or given, to any promoter, not being a director? | Not applicable. |

PROPERTY MANAGEMENT

Mara Delta makes use of the services of experienced property managers in the various operational areas. Where Mara Delta has sufficient presence and experience on the ground (e.g. Mauritius), property management is performed internally. The details of the property managers are as follows:

Mozambique

Broll Mozambique Limitada
Av. Mateus Sansao Mutemba 202.
Maputo
Mozambique

Currently manages the following properties:

- Anadarko Building
- Hollard/KPMG building
- Vodacom Building
- Zimpeto Square
- Bollore Warehouse (acquired May 2016 and management in process of being handed over to BROLL)

The contract has a minimum period of three years, of which 18 months remain.

The property management fee is determined as 2.5% of cash rentals received.

Directors of Broll: Malcolm Horne, Gordon Bell and Rui Monteiro

Shareholders of Broll: Broll Property Group (Mauritius) Limited (70%) and Turconsult Limitada (30%)

Morocco

Aswaq Management and Services (“AMS”)
PO Box 54154
Abu Dhabi
UAE

AMS has recently been appointed as the property managers for the Anfa Place Shopping Centre. The contract will continue for a period of five years. The contract caters for a fee of 3.5% of collections. A 7% commission is payable on all new leases signed by AMS.

Directors of AMS: Jean-Herve Bouyer, Yasmine Bekkari & Selma Belkhat

Shareholders of AMS: Sheikh Suroor Bin Mohammed Al Nahyan, Sheikh Mohammed Bin Suroor Al Nahyan, Nasser Al Nowais & Birger Strom

Zambia

Heriot Properties (Pty) Ltd
Suite 9A, 1st Floor
Melrose Boulevard
Melrose Arch

Currently manages the following properties:

- Makuba Mall
- Kafubu Mall

The contract period is indefinite, but subject to cancellation by providing a three calendar months’ notice period.

The property management fee is determined as 3% of cash rentals received.

Directors of Heriot Properties: Steven Herring (sole director)

Shareholders of Heriot Properties: The Gusi Trust (100%)

Mauritius

Fairland Property Services Limited

Level 5 Alexander House

35 Cybercity, Ebene

Mauritius

Currently manages the following property:

- Barclays House.

The contract expires 31 August 2016 after which Mara Delta will take the management in house.

The property management fee is 1.5% of the total rent collected.

Kenya

Colliers Real Estate Advisors Limited

Nairobi Business Park, Unit A

Ngong Road, Nairobi

Kenya

Currently manages the following property:

- Buffalo Mall – Navaisha

The contract is in place until 31 December 2018, however it may be terminated by giving six months' notice but only after 31 December 2016.

The portfolio and property management fee is made up as follows:

- 4% of gross collectables plus cost of centre management staff and centre management office.
- 5% of tenant installation and capex.

ADJUSTMENT SCHEDULE

Purchase Consideration = Value

Where Value is calculated as follows:

$$V = \left[\left[\frac{NI}{7,83\%} - TL \right] \times 50\% \right] - TD$$

Where:

- “V” represents the Value of the equity, calculated in USD;
- “NI” USD5 820 446 representing the projected net income of the Cosmopolitan Mall, using the first 12 months’ rentals, per the lease agreements concluded between the tenants and CSC, less all reasonable expected expenses, including all taxes as at the Effective Date. For the avoidance of doubt perpetual taxes will affect NI per this definition and “once-off” taxes will be included in the determination of TL below;
- “TL” USD 0.00 representing the total liabilities of CSC, which includes the outstanding balance on any third party debt advanced directly to CSC as well as outstanding development commitments required to be paid for the completion of the Cosmopolitan Mall by CSC as estimated by the appointed quantity surveyor as at 24 March 2016, but excludes any claims the shareholders of CSC have against CSC and the Outstandings. Any ‘once-off taxes expected to be paid in the first 12 months from 24 March 2016 will be included in the total of TL per this definition;
- “TD” USD13 000 000.00 representing the total debt of the Company, which includes the outstanding balance on any third party debt advanced to the Company as well as outstanding development commitments required to be paid for the completion of the Cosmopolitan Mall by the Company and as at Signature Date is forecast to be the pro-rate share of the total debt advanced by third parties to fund the development of Cosmopolitan Mall as estimated by the appointed quantity surveyor as at 24 March 2016, but excludes any claims the Shareholder of the Company has against the Company; and

It is recorded that no amounts are to be included in both TL and TD above resulting in such amount being double counted.

SALIENT TERMS OF THE MOROCCO MANAGEMENT AGREEMENT

*This **Annexure 11** contains extracts of various provisions from the Morocco Management Agreement. In each case, the numbering and wording below matches that of the applicable provisions in the Morocco Management Agreement. For a full appreciation of the provisions of the Morocco Management Agreement, Shareholders are referred to the full text of the Morocco Management Agreement, which is available for inspection, as provided for in paragraph 17 of the Circular.*

“II. Appointment of REIT Manager

- 2.1 The JSE Listings Requirements require that the appointment of an external asset manager be approved by a majority of disinterested shareholders. This Agreement is therefore subject to the condition precedent that all shareholder approvals required under the JSE Listings Requirements are obtained by Mara Delta within 120 days of the date of this Agreement, and both Parties undertake to do all things reasonably required to obtain approval by a majority of the disinterested shareholders without delay. In the event that this condition precedent is not fulfilled within 120 days of the date of this Agreement, this Agreement will be of no force and effect and no Party shall have any claim against any other arising out of or in connection herewith. This Agreement shall take effect on the date of receipt of the aforementioned shareholder approval (the “Effective Date”).
- 2.2 With effect from the Effective Date, the Fund hereby appoints the REIT Manager to manage:
- i. The Fund in accordance with the terms set out in the Articles; and
 - ii. The Fund Property.
- 2.3 In respect of this appointment and subject at all times as otherwise provided in this Agreement, the REIT Manager shall be vested with, and shall be entitled to:
- i. Propose the appointment of the sole manager of the Fund, for which the Fund undertakes to appoint the said manager as proposed by the REIT Manager from time to time; and
 - ii. Exercise, such powers, authorities and discretions with regard to the management of the Fund and the Fund Property as provided for or permitted by the Articles, the Law and this Agreement.
- 2.4 The REIT Manager agrees to undertake and perform the management of the Fund Property in accordance with the provisions of the Articles, the Law and this Agreement.
- 2.5 The REIT Manager is responsible for:
- i. Managing the Fund and the Fund Property in accordance with the Articles and the Law;
 - ii. Monitoring the performance of the Fund on a daily basis; and
 - iii. All operations of the Fund, except the decisions legally granted to the shareholders.
- 2.6 The REIT Manager shall, amongst other things:
- i. Carry out such duties and functions in relation to the Fund as are necessary to ensure compliance with the Law and the Articles;
 - ii. Carry out its duty to make, or ensure that, decisions as to the constituents of the Fund Property are in accordance with the Law and the Articles;
 - iii. Take all steps and execute all documents to ensure that transactions are properly entered into for the account of the Fund;
 - iv. Establish and maintain risk management controls to enable it to identify, assess, mitigate, control and monitor risks in relation to the Fund;
 - v. Take all reasonable steps and exercise due diligence to ensure that the Fund Property is valued in accordance with the Law and the Articles;

- vi. Ensure that the following activities, whether performed by itself or any administrator appointed to the Fund, are performed in such locations as is permitted by the Law and the Articles:
 - a. Asset pricing and the Fund valuation but not the actual valuation exercise undertaken by a valuer in relation to the Fund Property;
 - b. Issuing and where permitted redeeming the Fund's shares;
 - c. Record keeping and maintaining the shareholder register of the Fund; and
 - d. Make and retain accounting and other records that are necessary to enable it to comply with the Law and the Articles and to demonstrate at any time that such compliance has been achieved.
- 2.7 The REIT Manager shall be permitted from time to time to delegate certain activities, or outsource certain functions, in accordance with the Law and the Articles; provided that the REIT Manager shall not be permitted to delegate the responsibility for conducting such activities and carrying out such functions without limitation to the generality of the foregoing. The REIT Manager may appoint an investment manager in any jurisdiction in which any part of the Fund Property is located.

IV. Fees, Charges and Expenses

- 4.1 In consideration of its services under this Agreement, the REIT Manager shall be entitled to receive from the Fund such fees as are set out in Schedule 1 or which may otherwise be agreed between the Parties in writing from time to time with reference to this Agreement, and for the avoidance of doubt, such fees shall apply from the Effective Date.
- 4.2 The fees payable pursuant this Clause shall be exclusive of such value added and other taxes and charges as the Fund shall agree to pay to the REIT Manager in respect thereof and shall be calculated, accrue and be payable in such manner and at such times as the Parties shall agree.
- 4.3 Fees payable pursuant this Clause may not be supplemented or abated by any other remuneration receivable by the REIT Manager (or, to its knowledge, any person related to or associated with the REIT Manager) in connection with transactions effected by the REIT Manager with or for the Fund unless specifically permitted by the Fund.
- 4.4 The Fund shall reimburse all expenses of the REIT Manager reasonably and properly incurred in the provision of services to the Fund under this Agreement. For the avoidance of doubt, any commission fee or expense to any third party in connection with any fundraising undertaken by such third party on behalf of the Fund shall be paid or reimbursed by the Fund and not the REIT Manager.
- 4.5 Disbursements made by the REIT Manager shall be reimbursed at cost without any mark-up or other margin included.
- 4.6 In the event of any bona fide dispute arising as to the amount of the REIT Manager's fee or expenses hereunder, the same shall be referred to the auditors of the Fund for settlement, who shall be entitled to make such further or other adjustments as may in the circumstances appear to them to be appropriate and whose decision shall be regarded as the decision of an expert and not of an arbitrator and shall be binding and final upon the parties hereto.

VI. Term and Termination

- 6.1 This Agreement shall extend for a period of ten (10) years from the Effective Date (the "Initial Period"), unless otherwise terminated earlier in accordance with the provisions herein, and this Agreement may thereafter be renewed upon the terms and conditions agreed between the Parties. If, at the conclusion of the Initial Period, Mara Delta: (i) is listed on the JSE; and (ii) owns at least 50% of the Fund, the terms of the JSE Listings Requirements will apply and this Agreement may only be renewed upon the approval by a majority of Mara Delta's disinterested shareholders.
- 6.2 Notwithstanding Clause 6.1, the REIT Manager shall be entitled to terminate this Agreement by notice in writing to the Fund at any time if:
 - i. The Fund goes into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the REIT Manager) or is unable to pay its debts or commits an act of bankruptcy under the Law or if a receiver is appointed in respect of the Fund on immediate notice; or

- ii. The Fund shall commit any material breach of its obligations under this Agreement and (if such breach shall be capable of remedy) shall fail within thirty (30) days of receipt of written notice served by the REIT Manager requiring it so to do to make good such breach on immediate notice; or
 - iii. If the Fund is wound up on immediate notice; or
 - iv. It otherwise desires to do, so on three (3) months' notice.
- 6.3 Notwithstanding Clause 6.1, the Fund may terminate the appointment of the REIT Manager by notice in writing to the REIT Manager at any time if:
- i. The REIT Manager goes into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Fund) or is unable to pay its debts or commits an act of bankruptcy under the Law or if a receiver is appointed in respect of the REIT Manager or if the REIT Manager shall cease to be authorised to act as such or if some event having an equivalent effect occurs; or
 - ii. The REIT Manager shall commit any material breach of its obligations under this Agreement and (if such breach shall be capable of remedy) shall fail within thirty (30) days of receipt of written notice served by the Fund requiring it so to do to make good such breach; or
 - iii. Provided that Mara Delta is listed on the JSE, the Fund may give the REIT Manager ninety (90) days prior written notice of termination for any reason whatsoever, provided that the Fund pays to the REIT Manager a fee equal to all of the Fees that would have been payable to the REIT Manager in the three (3) years period following the date of the early termination had the REIT Manager not been terminated ("Termination Fee").
- 6.5 Subject to expiration of this Agreement in accordance with Clause 6.1 or early termination of this Agreement in accordance with Clauses 6.2, 6.3 or 6.4, this Agreement shall continue in force until terminated by either Party by giving not less than three (3) years' prior written notice of termination to the other Party.
- 6.6 On termination of the appointment of the REIT Manager under the provisions of this Agreement, the REIT Manager shall:
- i. Be entitled to receive all fees and other moneys accrued due up to the date of such termination and costs necessarily incurred in giving effect to this sub-clause but shall not be entitled to compensation in respect of such termination;
 - ii. Deliver to the Fund, or as it shall direct, all books of account, records, registers, correspondence, documents relating to the affairs of and assets belonging to the Fund in the possession of or under the control of the REIT Manager (which shall remain the exclusive property of the Fund); and
 - iii. Take all necessary steps to vest in the Fund or any new REIT Manager any assets previously held in the name of or to the order of the Fund, and shall not be entitled to any lien in respect of any of the foregoing.
- 6.7 Termination of this Agreement is without prejudice to transactions already initiated on the basis of advice under this Agreement which will be dealt with in accordance with the terms of the contract governing the transaction with the relevant counter party. Unless Clause 6.3(ii) applies the indemnities in Clause 5 shall survive termination.
- 6.8 For the avoidance of doubt, in the event that the REIT Manager is replaced or removed in circumstances where Clause 6.3(i) and Clause 6.3(ii) do not apply then, notwithstanding that such replacement or removal may be permitted by and/or be in accordance with the Law or the Articles, the REIT Manager shall be entitled to compensation on the basis of actual losses or damages incurred by the REIT Manager in respect of the same and the Parties acknowledge that such compensation shall comprise all fees that would have been payable to the REIT Manager in the three (3) years period referred to in Clause 6.3(iii) had the REIT Manager not been so replaced or removed.

SCHEDULE 1

Fees

1. THE BASE FEE

The annual Base Fee payable under this Agreement shall be 1.5% (one point five percent) of the aggregated gross value of all the assets of the Fund of whatever nature howsoever from time to time, whether held directly or indirectly and calculated before payment of fees ("Gross Value").

Such Gross Value shall be determined by reference to the last valuation of each asset.

For the avoidance of doubt, the assets of any subsidiary or assets held in any joint venture shall be treated as assets of the Fund for the purpose of calculating the Gross Value, but in relation to any asset held in a joint venture, the fee shall be chargeable in proportion to the extent of the Fund's direct and indirect interest in such asset.

Payment Terms

The Base Fee shall be payable in advance on the first day of each calendar quarter. In the event that at the end of the calendar quarter in respect of which payment has been made it is determined that the Gross Value on the final day of that quarter was higher or lower than the Gross Value used to determine the amount of the fee payable then:

- i. in the event that the Gross Value is higher, the REIT Manager shall be entitled to receive an additional payment equal to the amount it would have otherwise received had the higher Gross Value been used for the purpose of the calculation of the fee payable such additional payment to be made as soon as practical following of such determination; and
- ii. in the event that the Gross Value is lower, then the amount equal to the difference between the amount actually paid and the amount the REIT Manager would have been paid had the lower Gross Value been used for the purpose of calculating the fee payable shall be offset against the next fee due to the REIT Manager.

2. THE PERFORMANCE FEE

The Performance Fee shall be calculated and payable as follows:

First Performance Fee

Immediately following the admission of the Ordinary Shares to trading on a public exchange (the "Admission") the REIT Manager shall be paid an amount (the "First Performance Fee") calculated in accordance with the following formula:

$$P = (N - A) \times 0.05 \times S$$

Where:

P = the performance fee;

N = the net asset value per Ordinary Share as per the most recent calculation of the net asset value per Ordinary Share prior to Admission;

A = the initial net asset value per Ordinary Share released by the REIT Manager after the Effective Date; and

S = the total number of Ordinary Shares in issue immediately prior to Admission excluding for the avoidance of doubt any shares issued in connection with any offer of shares made as part of the Admission.

In July 2016, the REIT Manager engaged an independent third party to undertake a valuation of Anfa Place Shopping Centre. Such valuation shall be used for the calculation of the Base Fee paid to the REIT Manager and will be considered to be the "initial net asset value per Ordinary Share released by the REIT Manager after the Effective Date" described in "A" above for the purpose of the First Performance Fee.

Annual Performance Fees

Following the payment of the First Performance Fee, the REIT Manager shall be paid an amount annually immediately following the end of each financial year including for the avoidance of doubt the year of Admission (the "Annual Performance Fee") calculated in accordance with the following formula:

$$P = (N - A) \times 0.03 \times S$$

Where:

P = the performance fee;

N = the net asset value per Ordinary Share as at the end of the financial year in question;

A = the highest net asset value per Ordinary Share used in calculating the amount of any prior performance fee (whether a prior Annual Performance Fee or the First Performance fee) less any dividend per Ordinary Share paid since the date of the calculation of such highest net asset value per Ordinary Share or any other amount that should be deducted in order that the REIT Manager is treated equitably in such calculation; and

S = the total number of Ordinary Shares in issue on the last day of the financial year in question.

In the event that there may have been any consolidation, sub-division or other similar adjustment of share capital the values in each of the formulae expressed above shall be adjusted in such manner as is equitable with the intention that the amount of any performance fee payable to the REIT Manager shall not be greater or less than would have otherwise been payable had such consolidation, sub-division or other similar adjustment of share capital not taken place."



MARA DELTA PROPERTY HOLDINGS LIMITED

(previously Delta Africa Property Holdings Limited)
(Registered by continuation in the Republic of Mauritius)
(Registration number 128881 C1/GBL)
JSE share code: MDP
SEM share code: DEL.N0000
ISIN: MU0473N00028
("Mara Delta" or "the Company")

NOTICE OF GENERAL MEETING

NOTICE IS HEREBY GIVEN that a General Meeting of the Company's Shareholders will be held at the offices of Intercontinental Fund Services Limited, Level 5, Alexander House, 35 Cybercity, Ebène, Mauritius at 10:00 (Mauritian time) (08:00 South African time) on Saturday, 1 October 2016.

Purpose

The purpose of the General Meeting is to consider and, if deemed fit, to approve, with or without modification, the resolutions set out in this Notice of General Meeting.

Note:

- *The definitions and interpretations commencing on page 6 of the circular to which this Notice of General Meeting is attached ("**Circular**"), apply mutatis mutandis to this notice and to the resolutions set out below.*
- *The date on which Shareholders must have been recorded as such in the Company's share register for purposes of being entitled to receive this notice is Friday, 19 August 2016.*
- *The date on which Shareholders must be recorded in the Company's share register for purposes of being entitled to attend and vote at the General Meeting, is Friday, 23 September 2016.*
- *The last day to trade in order to be entitled to attend and vote at the General Meeting, is Tuesday, 20 September 2016.*
- *Voting requirements:*
 - *For an ordinary resolution to be approved by Shareholders, it must be supported by more than 50% of the voting rights exercised on the resolution. Should the Morocco Asset Manager, its subsidiaries or associates hold Shares in Mara Delta, they will not be entitled to vote such Shares in respect of Ordinary Resolution Number 2.*

1. **ORDINARY RESOLUTION NUMBER 1 – APPROVAL OF THE ACQUISITION**

IT IS RESOLVED, in terms of the JSE Listings Requirements, **THAT** the Acquisition by the Company of the Sale Equity from Rockcastle for the Purchase Consideration be and is hereby approved, with the Acquisition to occur on the terms and subject to the conditions set out in the Acquisition Agreement, a copy of which has been made available for inspection by Shareholders, as detailed in the Circular.

Reason and effect

The reason for Ordinary Resolution Number 1 is that, when aggregated, the Purchase Consideration in respect of the Acquisition, together with the consideration in respect of the Company's previous acquisition from Rockcastle of a 50% interest in two Zambian retail properties, result in the Acquisition being categorised as a category 1 transaction for the Company under the JSE Listings Requirements and, as such, requires Shareholder approval by way of an ordinary resolution. The effect of Ordinary Resolution Number 1, if passed, will be to grant the requisite approval for the Acquisition in terms of the JSE Listings Requirements.

2. ORDINARY RESOLUTION NUMBER 2 – APPROVAL OF THE MOROCCO MANAGEMENT AGREEMENT

IT IS RESOLVED, in terms of the JSE Listings Requirements, **THAT** the conclusion by the Morocco Fund of the Morocco Management Agreement be and is hereby approved, with the Morocco Asset Manager to be appointed on the terms and subject to the conditions set out in the Morocco Management Agreement, a copy of which has been made available for inspection by Shareholders, as detailed in the Circular.

Reason and effect

The reason for Ordinary Resolution Number 2 is that, in terms of the JSE Listings Requirements, the conclusion of an agreement for the appointment of an asset manager or management company requires the approval of Shareholders by means of an ordinary resolution. The effect of Ordinary Resolution Number 2, if passed, will be to grant the requisite approval for the conclusion of the Morocco Management Agreement in terms of the JSE Listings Requirements.

3. ORDINARY RESOLUTION NUMBER 3 – AUTHORITY OF DIRECTORS

IT IS RESOLVED THAT any Director of the Company be and is hereby authorised to do all such things and sign all such documentation as are necessary to give effect to the resolutions set out in this notice, hereby ratifying and confirming all such things already done and documentation already signed.

DEMATERIALIZED SHAREHOLDERS ON THE MAURITIAN REGISTER

In accordance with the mandate between you and your broker you must advise your broker timeously if you wish to attend, or be represented at, the General Meeting. If your broker has not contacted you, you are advised to contact your broker and provide it with your voting instructions. If your broker does not obtain instructions from you, it will be obliged to act in terms of your mandate furnished to it.

You are entitled to attend in person, or be represented by proxy, at the General Meeting.

If you are unable to attend the General Meeting but wish to be represented thereat, you must complete and return the attached form of proxy (*blue*), in accordance with the instructions contained therein, to be received by the Company Secretary by no later than 10:00 (Mauritian time) (08:00 South African time) on Friday, 30 September 2016:

Hand deliveries and postal deliveries to:

Intercontinental Fund Services Limited
Level 5, Alexander House
35 Cybercity
Ebène
Mauritius

DEMATERIALIZED SHAREHOLDERS ON THE SOUTH AFRICAN REGISTER

Dematerialised Shareholders with own-name registration

You are entitled to attend in person, or be represented by proxy, at the General Meeting. If you are unable to attend the General Meeting, but wish to be represented thereat, you must complete and return the attached form of proxy (*grey*), in accordance with the instructions contained therein, to be received by the South African Transfer Secretaries by no later than 10:00 (Mauritian time) (08:00 South African time) on Friday, 30 September 2016:

Hand deliveries to:

Computershare Investor Services
Proprietary Limited
Ground Floor
70 Marshall Street
Johannesburg, 2001
South Africa

Postal deliveries to:

Computershare Investor Services
Proprietary Limited
PO Box 61051
Marshalltown, 2107
South Africa

Dematerialised Shareholders other than with “own-name” registration

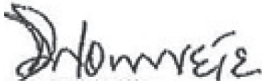
A dematerialised Shareholder without “own-name” registration, who is unable to attend the General Meeting, but wishes to be represented thereat, must not complete the attached form of proxy, but must instead contact its CSDP or broker in the manner and time stipulated in the agreement between it and the CSDP or broker in order to furnish the CSDP or broker with the Shareholder’s voting instructions and, in the event that such Shareholder wishes to attend the General Meeting, to obtain the necessary letter of representation from its CSDP or broker (as the case may be).

CERTIFICATED SHAREHOLDERS

There are currently no certificated Mara Delta Shareholders. If you materialise your Mara Delta Shares prior to the date of the General Meeting, please contact the Transfer Secretaries in South Africa or the Company Secretary in Mauritius, as the case may be, for further instructions.

SIGNED AT EBÈNE ON 2 SEPTEMBER 2016 ON BEHALF OF THE BOARD OF DIRECTORS OF THE COMPANY

By order of the Board



SH Nomvete
Chairman



MARA DELTA PROPERTY HOLDINGS LIMITED

(previously Delta Africa Property Holdings Limited)
(Registered by continuation in the Republic of Mauritius)
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JSE share code: MDP
SEM share code: DEL.N0000
ISIN: MU0473N00028
("Mara Delta" or "the Company")

FORM OF PROXY (FOR USE BY DEMATERIALISED SHAREHOLDERS ON THE MAURITIAN REGISTER ONLY)

Note: *The definitions and interpretations commencing on page 6 of the circular to which this form of proxy is attached, apply mutatis mutandis to form of proxy.*

I/We _____

of _____

being a Member of the above named Company hereby appoint

1. _____ of _____ or failing him/her,

2. _____ of _____,

as my/our proxy to vote for me/us at the meeting of the Company to be held at 10:00 (Mauritian time) (08:00 South African time) on Saturday, 1 October 2016 and at any adjournment of the meeting.

| | Number of ordinary Shares* | | |
|--|----------------------------|---------|---------|
| | For | Against | Abstain |
| Ordinary Resolution Number 1 – Approval of the Acquisition | | | |
| Ordinary Resolution Number 2 – Approval of Morocco Management Agreement | | | |
| Ordinary Resolution Number 3 – Authority of Directors | | | |

***Note:** Please indicate with an "X" in the appropriate space above how you wish your vote to be cast. Unless otherwise instructed, my/our proxy may vote as she/he thinks fit. If the form of proxy is returned without an indication as to how the proxy should vote on any particular matter, the proxy will exercise his/her discretion as to whether, and if so, how he/she votes.

Signed this _____ day of _____ 2016

Signature _____

To be valid, this form of proxy (blue) duly filled in and signed shall be deposited at the above mentioned Office NOT LESS THAN 24 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in proxy proposes to vote.



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 JSE share code: MDP
 SEM share code: DEL.N0000
 ISIN: MU0473N00028
 (“Mara Delta” or “the Company”)

FORM OF PROXY (FOR USE BY DEMATERIALIZED SHAREHOLDERS ON THE SOUTH AFRICAN REGISTER WITH “OWN- NAME” REGISTRATION ONLY)

Note: The definitions and interpretations commencing on page 6 of the circular to which this form of proxy is attached, apply mutatis mutandis to form of proxy.

For use by Mara Delta dematerialised Shareholders with “own-name” registration only at the General Meeting of the Company to be held at the offices of Intercontinental Fund Services Limited, Level 5, Alexander House, 35 Cybercity, Ebène, Mauritius at 10:00 (Mauritian time) (08:00 South African time) on Saturday, 1 October 2016 and at any adjournment of the meeting (“General Meeting”).

Dematerialised Shareholders other than those with “own name” registration, must inform their CSDP or broker to issue them with the necessary letter of representation to attend the General Meeting in person and to vote or provide their CSDP or broker with their voting instructions should they not wish to attend the General Meeting in person, but who wish to be represented thereat. These shareholders must not use this form of proxy (grey).

I/We _____

of (address) _____

telephone number: (_____) _____ mobile number: _____

email: _____

being a Shareholder/Shareholders of the Company and holding _____ ordinary Shares in the Company 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 at the General Meeting which will be held for the purpose of considering and/ if deemed fit, passing, with or without modification, the resolutions to be proposed thereat and at any adjournment thereof; and to vote for and/or against the resolutions and/or abstain from voting in respect of the Mara Delta Shares registered in my/our name(s), in accordance with the following instructions:

| | Number of ordinary Shares* | | |
|--|----------------------------|---------|---------|
| | For | Against | Abstain |
| Ordinary Resolution Number 1 – Approval of the Acquisition | | | |
| Ordinary Resolution Number 2 – Approval of Morocco Management Agreement | | | |
| Ordinary Resolution Number 3 – Authority of Directors | | | |

***Note:** One vote per Share held by Shareholders. Shareholders must insert the relevant number of votes they wish to vote in the appropriate box provided or "X" should they wish to vote all Shares held by them. If the form of proxy is returned without an indication as to how the proxy should vote on any particular matter, the proxy will exercise his/her discretion as to whether, and if so, how he/she votes.

Signed this _____ day of _____ 2016

Signature _____

Important notes about the General Meeting

1. The General Meeting will start promptly at 10:00 (Mauritian time) (08:00 South African time).
2. This form of proxy (*grey*) must only be used by dematerialised Shareholders who hold dematerialised Shares with "own name" registration.
3. Dematerialised Shareholders are reminded that the onus is on them to communicate with their CSDP or broker.
4. Each Shareholder is entitled to appoint one or more proxies (who need not be a Shareholder(s) of the Company) to attend, speak and on poll, vote in place of that Shareholder at the General Meeting.
5. A Shareholder may insert the name of a proxy or the names of two alternative proxies of the Shareholder's choice in the spaces provided, with or without deleting "the chairman of the General Meeting". The person whose name stands first on the proxy form and who is present at the General Meeting will be entitled to act as proxy to the exclusion of those names that follow.
6. A Shareholder's instructions to the proxy must be indicated by the insertion of the relevant number of votes exercisable by that Shareholder, or "X" should he/she wish to vote all Shares held by him/her, in the appropriate box(es) provided. Failure to comply with the above will be deemed to authorise the chairman of the General Meeting, or any other proxy to vote or to abstain from voting at the General Meeting as she/he deems fit, in respect of all the Shareholder's votes exercisable thereat.
7. Documentary evidence establishing the authority of a person signing this form of proxy in a representative capacity must be attached to this form of proxy (*grey*), unless previously recorded by the Company's transfer office or waived by the chairman of the General Meeting.
8. The chairman of the General Meeting may reject or accept any form of proxy which is completed and/or received other than in accordance with these instructions, provided that he is satisfied as to the manner in which a shareholder wishes to vote.
9. Any alterations or corrections to this form of proxy (*grey*) must be initialled by the signatory(ies).
10. The completion and lodging of this form of proxy (*grey*) 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.
11. A minor must be assisted by her/his parent or guardian unless relevant documents establishing her/his legal capacity are produced or have been registered by the Company.
12. Where there are joint holders of any Share:
 - any one holder may sign this form of proxy (*grey*);
 - the vote(s) of the senior Shareholders (for that purpose of seniority will be determined by the order in which the names of Shareholders appear in the Company's register of Shareholders) who tenders a vote (whether in person or by proxy) will be accepted to the exclusion of the vote(s) of the joint Shareholder(s).
13. A person wishing to participate in the General Meeting (including any representative or proxy) must provide a reasonably satisfactory identification before they may attend or participate at such General Meeting.
14. Any alteration or correction made to this form of proxy (*grey*), other than the deletion of alternatives, must be initialled by the signatory/ies.
15. Forms of proxy (*grey*) should be lodged with or mailed to Computershare Investor Services Proprietary Limited:

Hand deliveries to:

Computershare Investor Services Proprietary Limited
Ground Floor
70 Marshall Street
Johannesburg, 2001
South Africa

Postal deliveries to:

Computershare Investor Services Proprietary Limited
PO Box 61051
Marshalltown, 2107
South Africa

to be received by no later than 10:00 (Mauritian time) (08:00 South African time) on Friday, 30 September 2016 (or 24 hours before any adjourned general meeting, which date, if necessary, will be notified on SEM and SENS).

