



#### **DELTA AFRICA PROPERTY HOLDINGS LIMITED**

(Registered by continuation in the Republic of Mauritius)

(Registration number 128881 C1/GBL)

JSE share code: DLA

SEM share code: DEL.N0000

ISIN: MU0473N00010

(**"Delta Africa"**)

#### **THE PIVOTAL FUND LIMITED**

(Incorporated in the Republic of South Africa)

(Registration number 2005/030215/06)

JSE share code: PIV

ISIN: ZAE000196440

(**"Pivotal"**)

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### **DELTA AFRICA AND PIVOTAL JOIN FORCES TO LEVERAGE OPPORTUNITIES ON THE AFRICAN CONTINENT; FURTHER CAUTIONARY ANNOUNCEMENT BY DELTA AFRICA**

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#### **1. INTRODUCTION**

- 1.1. The boards of Pivotal and Delta Africa (together, the **"Parties"**) are pleased to advise that on 17 November 2015 (**"Signature Date"**), the Parties entered into an overarching framework and subscription agreement (**"Framework Agreement"**) relating to:
- 1.1.1. the acquisition by Delta Africa of Pivotal's entire 100% shareholding in Abland Diversified Holdings Limited (**"ADH"**), a Mauritian company, having as its sole asset a 45.5% shareholding in Buffalo Mall Naivasha Limited (**"BM Naivasha"**), a Kenyan company which is undertaking a retail, commercial and entertainment centre development in Naivasha, Kenya (**"Naivasha Property"**), as well as all amounts owing by ADH to Pivotal, (**"Naivasha Asset"**) for the purchase consideration calculated as set out in paragraph 5.4 below (**"Naivasha Purchase Consideration"**), which is to be settled through the issue of the new Delta Africa ordinary shares to Pivotal in the manner set out in paragraphs 5.7 and 5.12 below, it being anticipated that the Naivasha Purchase Consideration will amount to approximately USD4 089 000 (**"Naivasha Acquisition"**);
- 1.1.2. the acquisition by Delta Africa of Pivotal's entire 100% shareholding in SB Wings Development Limited (**"SB Wings"**), a Mauritian company, having as its sole asset a 37.1% shareholding in Oando Wings Development Limited (**"Oando Wings"**), a Nigerian company which is undertaking a large office development in Lagos, Nigeria (**"Wings Property"**), as well as all amounts owing by SB Wings to Pivotal, (**"Wings Asset"**), for the purchase consideration calculated as set out in paragraph 6.4 below (**"Wings Purchase Consideration"**), which is to be settled through the issue of the new Delta Africa ordinary shares to Pivotal, it being anticipated that the Wings Purchase Consideration will amount to approximately USD73 236 000 (**"Wings Acquisition"**);
- 1.1.3. a commitment by Pivotal to subscribe for up to the US Dollar equivalent of R300 million of additional Delta Africa shares (**"Specific Issue"**), as and when requested by Delta Africa;
- 1.1.4. the termination of the existing asset management agreement between Delta Africa and Freedom Asset Management Limited (**"Freedom"**), under which Freedom currently provides Delta Africa with investment, asset management and other services (**"Asset Management Agreement"**), and the internalisation by Delta Africa of the management fee and of the asset management functions;
- 1.1.5. the conclusion of a promoters agreement between Abland Africa Limited (**"Abland Africa"**), Carlisle Property Holdings Limited, Ameiya Holdings Limited (collectively, **"Promoters"**) and Delta Africa, pursuant to which the Promoters will source investment and development opportunities for Delta Africa (**"Promoters Agreement"**); and

- 1.1.6. changing Delta Africa's name to "Mara Delta Property Holdings Limited" and restructuring Delta Africa's board of directors ("**Board**"),

and matters ancillary thereto, all of which are collectively referred to as the "**Transaction**".

## **2. RATIONALE**

- 2.1. In line with Delta Africa's strategy to expand its geographical footprint on the African continent, Delta Africa has been seeking strategic partnerships with businesses that have existing structures and detailed knowledge of operating in new target jurisdictions. In August 2015, Delta Africa and Pivotal, representing a consortium of investors, commenced discussions regarding the injection of a significant amount of capital into Delta Africa and to include the consortium's portfolio of assets (which includes a 45.5% share in the Buffalo Mall in Naivasha, Kenya and a 37.1% share in the Oando Wings office complex in Lagos, Nigeria) into Delta Africa.
- 2.2. In addition to Pivotal, the consortium comprises well-known developer Abland (Proprietary) Limited, through its African subsidiary, Abland Africa, and Mara Group, a prominent diversified African investment and holding group with large investments in the banking sector and a significant land ownership on the African continent.
- 2.3. Pivotal has previously communicated its African strategy and aspirations to the market. The tie-up with Delta Africa through this Transaction is seen by Pivotal as the ideal platform for it to deliver on this strategy.
- 2.4. Pursuant to the Transaction, Delta Africa will refocus as an internally managed total return African real estate company with a good income producing portfolio valued at USD472 million post the Transaction and the implementation of other potential pipeline transactions, alongside a solid development component. The objective of the parties is to leverage the experience and knowledge of the current executive management team and complement these skills by introducing further depth and competencies to the Board. New appointments to the board will include Ashish Thakker, founder and CEO of the Mara Group, Dave Savage, managing director of the Abcon Group of companies, which includes Abland, and Jackie van Niekerk, CEO of Pivotal. 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.
- 2.5. Going forward, Delta Africa will provide its shareholders with investment growth based on sound investment principles and a diversified investment strategy.

## **3. CONDITIONS PRECEDENT TO THE FRAMEWORK AGREEMENT**

- 3.1. The Framework Agreement is subject to the fulfilment of the following conditions precedent ("**Framework Conditions Precedent**") that:
  - 3.1.1. by not later than 30 November 2015 -
    - 3.1.1.1. Delta Africa and Pivotal have advised each other in writing that they are satisfied with the outcome of due diligence investigations which they have respectively undertaken in respect of the Naivasha Asset and the Wings Asset (in the case of Delta Africa) and Delta Africa and its assets and affairs (in the case of Pivotal); and
    - 3.1.1.2. Delta Property Fund Limited has provided to Delta Africa and Pivotal an irrevocable undertaking to support the sales and other transactions referred to in the Framework Agreement and to vote all its Delta Africa shares in favour thereof, such undertaking to be in a form acceptable to Delta Africa and Pivotal;
  - 3.1.2. by not later than 17:00 on 30 November 2015, each of the Related Transaction Agreements (as defined in paragraph 3.1.5.2 below) has been signed;
  - 3.1.3. by not later than 17:00 on 28 February 2016, all the requisite approvals are obtained by Delta Africa and Pivotal from their respective shareholders and boards of directors, including –

- 3.1.3.1. any resolution required in terms of the Mauritian Companies Act, No. 15 of 2001 or the JSE Listings Requirements or SEM Listing Rules (collectively, "**Listings Requirements**") to give effect to the Sale Agreements (as defined in paragraph 4.1 below) and the other transactions contemplated in the Framework Agreement;
- 3.1.3.2. the waiver by Delta Africa shareholders of any and all pre-emptive, prior or preferential rights they may have as a result of the issue of the "**Consideration Shares**" (being the new Delta Africa shares to be issued to Pivotal in terms of the Sale Agreements) and/or the Subscription Shares (as defined in paragraph 7.2 below); and
- 3.1.4. by not later than 17:00 on 28 February 2016, to the extent to which the mandatory offer provisions of the Securities (Takeover) Rules 2010 are applicable, an exemption from or waiver of any requirement for Pivotal to extend a mandatory offer to shareholders of Delta Africa (or, alternatively, undertakings from sufficient (in the opinion of Pivotal) shareholders not to accept such offer if it has to be made) are obtained;
- 3.1.5. by not later than 17:00 on 28 February 2016 -
  - 3.1.5.1. each of the Sale Agreements has become unconditional according to its terms, save for any condition contained therein requiring the Framework Agreement to become unconditional; and
  - 3.1.5.2. each of the Related Transaction Agreements has become unconditional according to its terms, save for any condition contained therein requiring the Framework Agreement to become unconditional, with the "**Related Transaction Agreements**" referring to the Freedom Termination Agreement, the Promoters Agreement and the acquisition and development policy to be adopted by Delta Africa in relation to its development activities which will apply after the implementation of the Sale Agreements (as defined below); and
- 3.1.6. by not later than 17:00 on 28 February 2016, Delta Africa and Pivotal have complied with all applicable laws and the Listings Requirements, and have obtained all regulatory approvals which are mandatory or reasonably advisable under any applicable law and the Listings Requirements, in relation to the Sale Agreements and the other transactions contemplated in the Framework Agreement, including any approvals in terms of competition laws and any approvals required to be given by the South African Reserve Bank in respect of the Wings Sale Agreement.
- 3.2. The Framework Condition/s Precedent set out in –
  - 3.2.1. paragraphs 3.1.1, 3.1.2 and 3.1.5 have been inserted for the benefit of both Delta Africa and Pivotal, who will be entitled to waive fulfilment of either or both of such conditions precedent, in whole or in part, by written agreement;
  - 3.2.2. paragraph 3.1.4 has been inserted for the benefit of Pivotal, which will be entitled to waive fulfilment of such condition precedent, in whole or in part, by written notice to Delta Africa; and
  - 3.2.3. paragraphs 3.1.3 and 3.1.6 are not capable of being waived.

#### **4. ACQUISITIONS**

- 4.1. The terms of the Naivasha Acquisition are detailed in a separate agreement concluded on the Signature Date between Delta Africa, Pivotal and ADH ("**Naivasha Sale Agreement**"), while the detailed terms of the Wings Acquisition are contained in a separate agreement between Delta Africa, Pivotal and SB Wings ("**Wings Sale Agreement**"), also concluded on the same date, these agreements being collectively referred to in this announcement as the "**Sale Agreements**". The Naivasha Acquisition and the Wings Acquisition are collectively referred to as the "**Acquisitions**".
- 4.2. The Acquisitions are interconditional and constitute a category 1 acquisition for Delta Africa in terms of the JSE Listings Requirements, requiring the approval of Delta Africa's shareholders.
- 4.3. The Acquisitions constitute an undertaking in the ordinary course of business of Delta Africa and therefore do not fall under the scope of Chapter 13 of the SEM Listing Rules.
- 4.4. The Consideration Shares are to be issued by Delta Africa to Pivotal in terms of an acquisition issue in settlement of the purchase consideration for the Acquisitions.

## 5. NAIVASHA ACQUISITION

### *Naivasha Conditions Precedent*

- 5.1. The Naivasha Sale Agreement is subject to the following conditions precedent ("**Naivasha Conditions Precedent**"):
- 5.1.1. by not later than 17:00 on 28 February 2016, ADH's board of directors approves and ratifies the entering into of the Naivasha Sale Agreement and all other agreements and transactions contemplated therein and Pivotal furnishes Delta Africa with proof to the reasonable satisfaction of Delta Africa thereof;
- 5.1.2. by not later than 17:00 on 28 February 2016, ADH (as purchaser) concludes an agreement with Abland Proprietary Limited and Carlisle Property Holdings Limited (as sellers) in terms of which ADH acquires 45.5% of the issued shares in the capital of BM Naivasha and such agreement has become unconditional according to its terms, other than any condition therein requiring the Naivasha Sale Agreement to become unconditional;
- 5.1.3. by not later than 17:00 on 28 February 2016, the existing shareholders of BM Naivasha other than ADH have, in writing, to the satisfaction of Pivotal and Delta Africa, waived all pre-emptive, grandfather or similar rights which they may have in respect of ADH's 45.5% shareholding in BM Naivasha and which may be triggered by the fact that Delta Africa is acquiring control of ADH as contemplated in the Naivasha Sale Agreement, and have provided all such other consents as may be required in connection with the implementation of the Naivasha Sale Agreement and Pivotal furnishes Delta Africa with proof to the reasonable satisfaction of Delta Africa thereof; and
- 5.1.4. by not later than 17:00 on 28 February 2016, the Framework Agreement becomes unconditional according to its terms, save for any condition therein requiring the Naivasha Sale Agreement to become unconditional.
- 5.2. The Naivasha Conditions Precedent (or any one or more of them) may be waived by written agreement between the parties to the Naivasha Sale Agreement.
- 5.3. Under the Naivasha Sale Agreement, all risk and ownership in, and all benefit attaching to the Naivasha Asset will, against settlement of the Naivasha Purchase Consideration, pass to Delta Africa (and possession and effective control will be given to Delta Africa) on the first day of the month immediately following the month in which the last of the Naivasha Conditions Precedent is fulfilled ("**Naivasha Closing Date**"). It is anticipated that the Naivasha Closing Date will occur on or about 1 March 2016.

### *Naivasha Purchase Consideration*

- 5.4. The Naivasha Purchase Consideration will amount to the sum of –
- 5.4.1. an amount equal to 45.5% of the net equity value of BM Naivasha; and
- 5.4.2. plus (if the amount is positive) or minus (if the amount is negative) the net amount of any provisions, liabilities and assets of ADH (excluding its 45.5% interest and related loans to BM Naivasha), as at 23:59 on the last day before the Naivasha Closing Date ("**Naivasha Effective Time**").
- 5.5. The net equity value of BM Naivasha shall be calculated as follows –
- 5.5.1. the agreed –
- 5.5.1.1. gross market value of the completed development on the land leased by BM Naivasha, being USD10 400 000; plus
- 5.5.1.2. bulk value of the land leased by BM Naivasha upon which a second phase development is intended to be developed by BM Naivasha ("**Phase 2**"), being USD3 000 000 ("**Phase 2 Bulk Value**");
- 5.5.2. minus the amount of debt funding of BM Naivasha as at the Naivasha Effective Time (and which does not relate to Phase 2);

- 5.5.3. plus (if the amount is positive) or minus (if the amount is negative) the net working capital of BM Naivasha as at the Naivasha Effective Time;
- 5.5.4. plus (if the amount is positive) or minus (if the amount is negative) the net amount of any provisions, liabilities (excluding debt funding) and assets of BM Naivasha (including any tax liabilities that have arisen up to the Naivasha Closing Date and the mark-to market value of any hedges or similar instruments) which are not taken into account in calculating the net working capital.
- 5.6. Pivotal shall no later than 10 business days prior to the anticipated Naivasha Closing Date deliver to Delta Africa *pro forma* balance sheets of BM Naivasha and of ADH as at the Naivasha Effective Time ("**Pro Forma Naivasha Effective Date Accounts**"), which will, *inter alia*, include a calculation of the net equity value of BM Naivasha ("**Provisional BM Naivasha Net Equity Value**") as at the Naivasha Effective Time and of the Naivasha Purchase Consideration as at the Naivasha Effective Time ("**Provisional Naivasha Purchase Consideration**"). Should Delta Africa dispute the Pro Forma Naivasha Effective Date Accounts, the dispute will be referred to an independent chartered accountant for determination, acting as expert and not as arbitrator.
- 5.7. The Provisional Naivasha Purchase Consideration will be settled on the Naivasha Closing Date by –
- 5.7.1. crediting an amount of USD1.365 million, which equates to 45.5% of the Phase 2 Bulk Value to a loan account in favour of Pivotal in the books of account of Delta Africa ("**Phase 2 Bulk Value Loan**"); and
- 5.7.2. the allotment and issue to Pivotal of such number of Delta Africa shares ("**Naivasha Consideration Shares**") as is determined by dividing the balance of the Provisional Naivasha Purchase Consideration by the agreed net asset value of USD1.70 per Delta Africa ordinary share ("**Delta NAVPS**").
- 5.8. Delta Africa will procure the preparation and delivery of the "**Naivasha Effective Date Accounts**" to the parties as soon as possible after the Naivasha Closing Date but in any event not later than 90 days thereafter, the costs of which will be paid equally by the Delta Africa and Pivotal. The Naivasha Effective Date Accounts shall include a calculation and written certification by Delta Africa of, *inter alia*, the actual net equity value of BM Naivasha and the actual Naivasha Purchase Consideration, as well as the difference (expressed in US Dollars) between the Provisional Naivasha Purchase Consideration and the actual Naivasha Purchase Consideration ("**Naivasha Purchase Consideration Adjustment Amount**"). Any dispute between Delta Africa and Pivotal regarding the Naivasha Effective Date Accounts will be referred to an independent chartered accountant for determination, acting as expert and not as arbitrator.
- 5.9. If the Naivasha Purchase Consideration Adjustment Amount has been determined as being –
- 5.9.1. a positive amount, then, within 3 business days after the amount has been finally determined, Pivotal shall pay to Delta Africa an amount equal thereto in US Dollars, in cash;
- 5.9.2. a negative amount, then, within 3 business days after the amount has been finally determined, Delta Africa shall allot and issue to Pivotal such number of Delta Africa shares as is determined by dividing the Naivasha Purchase Consideration Adjustment Amount by the agreed Delta NAVPS of USD1.70 per share.

### **Phase 2 Loans**

- 5.10. In terms of the Naivasha Sale Agreement, upon the Phase 2 development being approved, Pivotal will advance loan funding to ADH, on behalf of Delta Africa, in connection with the development of Phase 2 ("**Phase 2 Equity Funding Loan**"). The Phase 2 Equity Funding Loan and the Phase 2 Bulk Value Loan (collectively, "**Phase 2 Loans**") will attract interest at a rate of 5% nominal annual compounded monthly ("**nacm**") and will be immediately repayable if the construction of Phase 2 has not commenced within 2 years after the Naivasha Closing Date or if practical completion of Phase 2 has not been achieved within 2 years after construction of Phase 2 has commenced.

### **Phase 2 Additional Consideration**

- 5.11. Pivotal shall, at any point decided by it during the period of 12 months after practical completion of Phase 2 has been achieved, notify Delta Africa that it requires Phase 2 to be valued as at the date of such notice and for the resulting calculations and payments set out below to be made. If Pivotal has not given notice within such 12 month period, Pivotal shall cause Phase 2 to be valued as at the end of such 12 month period. Such valuation shall be of 100% of the

gross fair market value of Phase 2 ("**Phase 2 Value**") and shall be determined by an independent internationally recognised property valuer.

- 5.12. Once the Phase 2 Value has been determined, Delta Africa shall, within 10 business days thereafter –
- 5.12.1. repay the Phase 2 Loans in cash or, if Pivotal so elects (in which event such election and repayment shall be subject to all necessary approvals being obtained from the exchange control authorities of the South African Reserve Bank), in respect of all or part of the Phase 2 Loans, by the allotment and issue to Pivotal of Delta Africa shares on the same basis as provided in paragraph 5.13 below; and
- 5.12.2. pay to Pivotal (as additional consideration for the Naivasha Asset) an amount calculated as follows ("**Phase 2 Additional Consideration**"):
- 5.12.2.1. 45.5% of the Phase 2 Value; less
- 5.12.2.2. 45.5% of the amount of any loan or other financial indebtedness (other than in respect of a hedge or similar arrangement) of BM Naivasha to any bank, financial institution or other debt provider ("**Debt Funding**"), to the extent that such Debt Funding was exclusively incurred in connection with the development of Phase 2.
- 5.13. Delta Africa will pay the Phase 2 Additional Consideration by the allotment and issue to Pivotal of such number of Delta Africa shares as is determined by dividing the Phase 2 Additional Consideration by the then most recently published net asset value per Delta Africa share (including deferred tax).
- 5.14. Any dispute regarding the determination of the Phase 2 Additional Consideration shall be referred to an independent chartered accountant for determination, acting as expert and not as arbitrator.

#### ***Other material terms***

- 5.15. Pivotal will only be entitled to distributions in respect of a Naivasha Consideration Share to the extent that they are declared in respect of the period commencing on the Naivasha Closing Date. Pivotal will within 5 business days of receipt of a distribution for such a share, pay to Delta Africa an amount equal to any distribution received by it to the extent that it was declared in respect of a distribution period which ended before the Naivasha Closing Date, calculated on a pro rata basis where required. For purposes of the above, a "distribution period" means the financial period in respect of which Delta Africa declares the relevant distribution.
- 5.16. Pivotal has provided Delta Africa with limited warranties under the Naivasha Sale Agreement.

## **6. WINGS ACQUISITION**

### ***Wings Conditions Precedent***

- 6.1. The Wings Sale Agreement is subject to the following conditions precedent ("**Wings Conditions Precedent**"):
- 6.1.1. by not later than 17:00 on 30 November 2015, Jones Lang LaSalle Proprietary Limited ("**JLL**") has provided the parties to the Wings Sale Agreement with its final written gross market value valuation of the property development currently being undertaken by Oando Wings on the land owned by it, to be known as "Oando Wings" ("**Wings Development**") and Delta Africa has confirmed to Pivotal in writing that, given the aforementioned valuation of the Wings Development by JLL, Delta Africa is satisfied with the agreed gross market value of the Wings Development referred to in paragraph 6.5.1;
- 6.1.2. by not later than 17:00 on 28 February 2016, the board of directors of SB Wings approves and ratifies the entering into of the Wings Sale Agreement and all other agreements and transactions contemplated therein and Pivotal furnishes Delta Africa with proof to the reasonable satisfaction of Delta Africa thereof;
- 6.1.3. by not later than 17:00 on 28 February 2016, the existing shareholders of Oando Wings other than SB Wings have, in writing, to the satisfaction of Pivotal and Delta Africa, waived all pre-emptive, grandfather or similar rights which they may have in respect of SB Wings' 37.1% shareholding in Oando Wings and which may be triggered by the fact that Delta Africa is acquiring control of SB Wings as contemplated in the Wings Sale Agreement, and have

provided all such other consents as may be required in connection with the implementation of the Wings Sale Agreement and Pivotal furnishes Delta Africa with proof to the reasonable satisfaction of Delta Africa thereof;

- 6.1.4. by not later than 17:00 on 28 February 2016, Pivotal furnishes Delta Africa with proof to the reasonable satisfaction of Delta Africa that the funders under the USD100 million loan facility agreement between Oando Wings, Stanbic IBTC Bank plc, FirstRand Bank Limited (acting through its Rand Merchant Bank Division) and Stanbic IBTC Trustees Limited ("**Facility Agreement**") have consented in writing to the Wings Acquisition without requiring any amendment to the Facility Agreement or, if any amendment is required, Delta Africa has confirmed in writing that it is satisfied with such amendment/s (Delta Africa to act reasonably in this regard);
- 6.1.5. by not later than 17:00 on 28 February 2016, the Financial Surveillance Department of the South African Reserve Bank has granted all requisite exchange control approvals in respect of the transactions contemplated in the Wings Sale Agreement;
- 6.1.6. by not later than 17:00 on 28 February 2016, the Framework Agreement becomes unconditional according to its terms, save for any condition therein requiring the Wings Sale Agreement to become unconditional;
- 6.1.7. by not later than 17:00 on 28 February 2016, the shareholders of Oando Wings and Oando Wings, or the shareholders of SB Wings and SB Wings, have agreed an increase in the loan to value ratio of Oando Wings (or SB Wings, as the case may be) to 50%, to the reasonable satisfaction of Delta Africa; and
- 6.1.8. by not later than 17:00 on 28 February 2016, the shareholders of Oando Wings and Oando Wings have agreed a dividend policy in respect of Oando Wings to the effect that Oando Wings will distribute to its shareholders as dividends the maximum amount of dividends that Oando Wings is lawfully permitted to distribute to its shareholders, to the reasonable satisfaction of Delta Africa.
- 6.2. The Wings Conditions Precedent (or any one or more of them), other than the Wings Condition Precedent in paragraph 6.1.5 above, may be waived by written agreement between the parties to the Wings Sale Agreement.
- 6.3. Under the Wings Sale Agreement, all risk and ownership in, and all benefit attaching to the Wings Asset will, against settlement of the Wings Purchase Consideration, pass to Delta Africa (and possession and effective control will be given to Delta Africa) on the later of:
  - 6.3.1. the first day of the month immediately following the month in which the last of the Wings Conditions Precedent is fulfilled;
  - 6.3.2. 1 September 2016; and
  - 6.3.3. the first day of the month immediately following the month in which the practical completion date for the Wings Development occurs,

("Wings Closing Date"). It is anticipated that the Wings Closing Date will occur on or about 1 September 2016.

#### ***Wings Purchase Consideration***

- 6.4. The Wings Purchase Consideration will amount to the sum of –
  - 6.4.1. an amount equal to 37.1% of the net equity value of Oando Wings; and
  - 6.4.2. plus (if the amount is positive) or minus (if the amount is negative) the net amount of any provisions, liabilities and assets of SB Wings (excluding its 37.1% interest and related loans to Oando Wings), as at 23:59 on the last day before the Wings Closing Date ("**Wings Effective Time**"), as reflected in the Wings Effective Date Accounts.
- 6.5. The net equity value of Oando Wings shall be calculated as follows
  - 6.5.1. the agreed gross market value of the Wings Development, being USD297 402 594;
  - 6.5.2. minus the amount of debt funding of Oando Wings as at the Wings Effective Time;

- 6.5.3. plus (if the amount is positive) or minus (if the amount is negative) the net working capital of Oando Wings as at the Wings Effective Time; and
- 6.5.4. plus (if the amount is positive) or minus (if the amount is negative) the net amount of any provisions, liabilities (excluding debt funding) and assets of Oando Wings (including any tax liabilities that have arisen up to the Wings Closing Date and the mark-to market value of any hedges or similar instruments) which are not taken into account in calculating the net working capital.
- 6.6. Pivotal shall no later than 10 business days prior to the anticipated Wings Closing Date deliver to Delta Africa *pro forma* balance sheets of Oando Wings and of SB Wings as at the Wings Effective Time ("**Pro Forma Wings Effective Date Accounts**"), which will, *inter alia*, include a calculation of the net equity value of Oando Wings ("**Provisional Oando Wings Net Equity Value**") as at the Wings Effective Time and of the Wings Purchase Consideration as at the Wings Effective Time ("**Provisional Oando Wings Purchase Consideration**"). Should Delta Africa dispute the Pro Forma Wings Effective Date Accounts, the dispute will be referred to an independent chartered accountant for determination, acting as expert and not as arbitrator.
- 6.7. The Provisional Wings Purchase Consideration will be settled on the Wings Closing Date by the allotment and issue to Pivotal of such number of Delta Africa shares ("**Wings Consideration Shares**") as is determined by dividing the balance of the Provisional Wings Purchase Consideration by the agreed Delta NAVPS of USD1.70 per share.
- 6.8. Delta Africa will procure the preparation and delivery of the "**Wings Effective Date Accounts**" to the parties as soon as possible after the Wings Closing Date but in any event not later than 90 days thereafter, the costs of which will be paid equally by Delta Africa and Pivotal. The Wings Effective Date Accounts shall include a calculation and written certification by Delta Africa of, *inter alia*, the actual net equity value of Oando Wings and the actual Wings Purchase Consideration, as well as the difference (expressed in US Dollars) between the Provisional Wings Purchase Consideration and the actual Wings Purchase Consideration ("**Wings Purchase Consideration Adjustment Amount**"). Any dispute between Delta Africa and Pivotal regarding the Wings Effective Date Accounts will be referred to an independent chartered accountant for determination, acting as expert and not as arbitrator.
- 6.9. If the Wings Purchase Consideration Adjustment Amount has been determined as being –
- 6.9.1. a positive amount, then, within 3 business days after the amount has been finally determined, Pivotal shall pay to Delta Africa an amount equal thereto in US Dollars, in cash;
- 6.9.2. a negative amount, then, within 3 business days after the amount has been finally determined, Delta Africa shall allot and issue to Pivotal such number of Delta Africa shares as is determined by dividing the Wings Purchase Consideration Adjustment Amount by the agreed Delta NAVPS of USD1.70 per share.

**Other material terms**

- 6.10. Pivotal will only be entitled to distributions in respect of Wings Consideration Shares, to the extent that they are declared in respect of the period commencing on the Wings Closing Date. Pivotal will within 5 business days of receipt of a distribution for such a share, pay to Delta Africa an amount equal to any distribution received by it to the extent that it was declared in respect of a distribution period which ended before the Wings Closing Date, calculated on a pro rata basis where required. For purposes of the above, a "distribution period" means the financial period in respect of which Delta Africa declares the relevant distribution.
- 6.11. Pivotal has provided Delta Africa with an income guarantee for all vacant space intended to form part of the Wings Development once completed, such income guarantee to extend for a period of two years from the Wings Closing Date for rental income in line with certain agreed projections.
- 6.12. Pivotal has provided Delta Africa with limited warranties under the Wings Sale Agreement.
- 6.13. Any party to the Wings Sale Agreement will be entitled to cancel the agreement by written notice during the 30 day period immediately following 31 August 2017, should practical completion of the Wings Development not have been achieved prior to that date.

## 7. SPECIFIC ISSUE

- 7.1. Pivotal has, under the Framework Agreement, agreed that it will, during the period up to 30 September 2016, subscribe for Delta Africa shares, whenever called upon by Delta Africa to do so on a draw-down basis, for an aggregate maximum amount equal to the US Dollar equivalent of R300 million converted into US Dollars at the spot rate on the Naivasha Closing Date, less the aggregate US Dollar subscription price of any Delta Africa shares subscribed for by Pivotal in terms of a vendor placing conducted by Delta Africa between the Signature Date and the Naivasha Closing Date ("**Maximum Subscription Amount**"), to enable Delta Africa to acquire approved pipeline acquisitions.
- 7.2. On each such draw-down, Delta Africa will, in consideration for the subscription payment received, issue new Delta Africa shares ("**Subscription Shares**") to Pivotal, with the value at which such shares are to be issued, being equal to the agreed Delta NAVPS of USD1.70, converted into Rand at the spot rate on the issue date ("**Specific Issue**").
- 7.3. If, by 30 September 2016, Pivotal has not subscribed for Subscription Shares with an aggregate subscription amount at least equal to the Maximum Subscription Amount, Pivotal shall on 1 October 2016 or as soon as practicable thereafter subscribe for such number of additional new Delta Africa shares as shall be equal to the unutilised portion of the Maximum Subscription Amount (expressed in US Dollars) divided by Delta Africa's net asset value per share as at 30 June 2016 (expressed in US Dollars) as agreed between Delta Africa and Pivotal or, failing agreement, as determined by Delta Africa's auditors acting as experts and not as arbitrators.
- 7.4. The Specific Issue constitutes a specific issue of shares for cash by Delta Africa in terms of the Listings Requirements.

## 8. TERMINATION OF THE ASSET MANAGEMENT AGREEMENT

- 8.1. Delta Africa entered into an agreement with Freedom on the Signature Date, detailing the basis on which the existing Asset Management Agreement dated 17 September 2014 is to be terminated ("**Freedom Termination Agreement**").
- 8.2. The Freedom Termination Agreement is subject to the following conditions precedent ("**Freedom Termination CPs**"):
  - 8.2.1. by not later than 17:00 on 28 February 2016, the Framework Agreement has been signed and has become unconditional according to its terms, save for any condition contained therein requiring the Freedom Termination Agreement to become unconditional;
  - 8.2.2. by not later than 17:00 on 28 February 2016, all the requisite approvals are obtained by Delta Africa and Freedom from their respective shareholders and boards of directors, including the waiver by the shareholders of Delta Africa of any and all pre-emptive, prior or preferential rights they may have as a result of the issue of Delta Africa ordinary shares in terms of the Freedom Termination Agreement; and
  - 8.2.3. by not later than 17:00 on 28 February 2016, Delta Africa and Freedom have complied with all applicable laws and the Listings Requirements, and have obtained all regulatory approvals which are mandatory or reasonably advisable under any applicable law and the Listings Requirements, in relation to the transaction contemplated in the Freedom Termination Agreement.
- 8.3. The Freedom Termination CP/s set out in –
  - 8.3.1. paragraph 8.2.1 has been inserted for the benefit of both Delta Africa and Freedom, who will be entitled to waive fulfilment of such condition precedent, in whole or in part, by written agreement; and
  - 8.3.2. paragraphs 8.2.2 and 8.2.3 are not capable of being waived.
- 8.4. In terms of the Freedom Termination Agreement, the Asset Management Agreement is to terminate with effect from the Naivasha Closing Date.
- 8.5. The consideration payable by Delta Africa to Freedom for the termination of the Asset Management Agreement shall be settled through the issue, on the Naivasha Closing Date, of Delta Africa shares ("**Termination Issue Shares**") with a value equal to USD5 100 000, which Termination Issue Shares will be issued at the agreed Delta NAVPS of USD1.70 per share if issued off the Mauritian register of Delta Africa and at such amount converted into South African Rand at the spot rate on the Naivasha Closing Date if issued off the South African register of Delta Africa.

8.6. The Termination Issue constitutes a specific issue of shares for cash in terms of the Listings Requirements.

## 9. BOARD CHANGES

9.1. The Framework Agreement envisages that the implementation of the Transaction will be accompanied by certain changes to the Board, it being the intention that the Board will on, or as soon as possible, after the Naivasha Closing Date be reconstituted as follows –

Name	Existing director or new appointment	Position
Sandile Nomvete	Existing director	Non-executive chairman
Bronwyn Corbett	Existing director	Chief executive officer
Leon van de Moortele	Existing director	Chief financial officer
Ashish Thakkar	New appointment	Non-executive director
Jackie van Niekerk	New appointment	Non-executive director
Dave Savage	New appointment	Non-executive director
Peter Todd	Existing director	Lead independent non-executive director
Ian Macleod	Existing director	Independent non-executive director
Maheshwar Doorgakant	Existing director	Independent non-executive director
Ian Chambers	New appointment	Independent non-executive director
Chandra Kumar Gujadhur	Existing director	Non-executive director

9.2. The CEO and CFO will remain in their capacities as executives as agreed between Delta and Pivotal.

## 10. NAME CHANGE

10.1. In terms of the Framework Agreement, Delta Africa has agreed that it will, to the extent that it is able to do so, procure that its name is changed to “Mara Delta Property Holdings Limited” with effect from the Naivasha Closing Date or a date as soon as possible thereafter.

10.2. In terms of the Framework Agreement, Pivotal has undertaken to vote all Delta Africa shares held by it for the purpose of achieving the above change to the name of Delta Africa.

## 11. THE PROPERTIES

11.1. The details of the Naivasha Property and the Wings Property (collectively, “**Properties**”) are as follows:

Property Name and Address	Geographical Location	Sector	Gross Lettable Area (m <sup>2</sup> )	Weighted Average Gross Rental/m <sup>2</sup> (USD)
Naivasha Property - Buffalo Mall, Land Reg No 23399, Nairobi-Nakuru, Highway, Naivasha, Kenya	Naivasha, Kenya	Retail	6 617	12.15

Wings Property – Oando Wings, Ozumba Mbadiwe Avenue, Victoria Island, Lagos, Nigeria	Lagos, Nigeria	Office	27 112	75.66

11.2. Details regarding the Properties, as at the anticipated Naivasha Closing Date of 1 March 2016 (in respect of the Naivasha Property) and the anticipated Wings Closing Date of 1 September 2016 (in respect of the Wings Property), are set out below:

Property	Purchase Yield Attributable to Delta Africa Shareholders	Weighted Average Escalation	Lease Duration (years)	Vacancy % by Gross Lettable Area
Naivasha Property	5.0%	2.14%	8.3	6.3%
Wings Property	6.4%	3.49%	6.1	0%

Notes:

- a) Delta Africa's costs associated with the Acquisitions are estimated at USD4 086 849, including equity and debt raising costs.
- b) The Properties have been valued by JLL, independent and registered professional valuers in terms of the Property Valuers Profession Act, No. 47 of 2000, who have attributed an aggregate market value of USD13 400 000 to the Naivasha Property (as at 31 August 2015) and USD280 000 000 to the Wings Property (as at 31 August 2015), based on leasing assumptions which have since been updated. A revised valuation taking into account the current leasing profile has been commissioned. Delta Africa will be acquiring an effective 45.5% interest in the Naivasha Property and an effective 37.1% interest in the Wings Property.

## 12. FORECAST FINANCIAL INFORMATION OF THE ACQUISITIONS FOR DELTA AFRICA

The forecast financial information relating to the Acquisitions for the financial periods ending 30 June 2016 and 30 June 2017, as it relates to Delta Africa, is set out below. The forecast financial information has not been reviewed or reported on by a reporting accountant in terms of section 8 of the JSE Listings Requirements and Chapter 12 of the SEM Listing Rules and is the responsibility of Delta Africa's directors.

	Forecast for the 4 month period ending 30 June 2016 (USD)	Forecast for the 12 month period ending 30 June 2017 (USD)
Revenue – contracted income	179 059	8 658 450
Revenue – uncontracted income	12 039	36 998

Operating expenses	-56 832	-241 537
Operational net income	134 266	8 453 911
Net profit after tax	122 600	6 664 569
Earnings available for distribution	49 690	3 218 410

Notes:

- a. Contracted income is based on current signed leases, and assumes any lease that may expire during the period is renewed on the same terms and conditions.
- b. Uncontracted income (which is 6.3% of total rentals for the 4 month period ending 30 June 2016 and 0.4% for the 12 month period ending 30 June 2017) is assumed as the vacancies have yet to be contracted.
- c. Operating expenses do not contain any material individual expenditure items.
- d. The above net profit after tax includes an assumed fair value adjustment of 5%. The net profit after tax excluding fair value adjustment is equal to the above earnings available for distribution.
- e. All leases are denominated in US Dollars.

### 13. FINANCIAL EFFECTS OF THE TRANSACTION FOR DELTA AFRICA

The financial effects on Delta Africa of the Specific Issue and of the Termination Issue will be announced by Delta Africa in due course.

### 14. FINANCIAL EFFECTS OF THE TRANSACTION FOR PIVOTAL

Pursuant to the Transaction, Pivotal will acquire up to 58 million Delta Africa shares, which shares will be acquired over a period anticipated to extend to at least the end of September 2016. Given Delta Africa's growth strategy and pipeline of potential acquisitions, Pivotal will target a shareholding of approximately 25% to 30% in Delta Africa over the medium term. As set out above, the Delta Africa shares are being acquired at Delta Africa's agreed net asset value per share of USD1.70 based on Delta Africa's 30 June 2015 financial statements (other than as set out in paragraph 7.3 above). The Naivasha Asset and the Wings Asset are being disposed of at the fair value attributed to them by the board of Pivotal.

With reference to Pivotal's shareholding in Delta Africa following implementation of the Transaction, Delta Africa has published guidance in regard to its financial prospects in its Reviewed Provisional Unaudited Financial Statements for year ended 30 June 2015 (this guidance does not include the impact of the Transaction).

### 15. FURTHER CAUTIONARY ANNOUNCEMENT BY DELTA AFRICA REGARDING THE TRANSACTION; FURTHER CAUTIONARY ANNOUNCEMENT REGARDING BARCLAYS HOUSE ACQUISITION

- 15.1. Shareholders are referred to Delta Africa's cautionary announcement dated 4 November 2015 and are advised to continue exercising caution when dealing in Delta Africa's securities until the financial effects of the Specific Issue and the Termination Issue on Delta Africa (as referred to in paragraph 13 above) are announced.
- 15.2. Shareholders are reminded that Delta Africa is also trading under cautionary, pursuant to its announcement dated 9 November 2015 in respect of its Barclays House acquisition. Accordingly, shareholders are also advised to continue exercising caution when dealing in Delta Africa's securities until a full announcement is made by Delta Africa in respect of the Barclays House acquisition.

### 16. GENERAL

- 16.1. A circular incorporating revised listing particulars will be sent by Delta Africa to Delta Africa shareholders in due course with further information regarding the Acquisitions (which constitute a category 1 acquisition for Delta Africa in terms of the JSE Listings Requirements), the Specific Issue, the Termination Issue and other aspects of the Transaction, and in order to convene a general meeting of Delta Africa shareholders at which those aspects of the Transaction requiring shareholder approval will be presented to shareholders.
- 16.2. The Acquisitions constitute an undertaking in the ordinary course of business of Delta Africa and therefore do not fall under the scope of Chapter 13 of the SEM Listing Rules.

The Acquisitions and the Specific Issue constitute a category 2 transaction for Pivotal in terms of the JSE Listings Requirements and do not require the approval of Pivotal's shareholders.

17 November 2015

JSE sponsor and corporate advisor to Delta Africa



Attorneys



JSE sponsor and corporate advisor to Pivotal



SEM sponsor to Delta Africa



#### **Disclosure of Delta Africa information required under the SEM Listing Rules**

**Delta Africa directors:** Sandile Nomvete (chairman), Greg Pearson\*, Bronwyn Anne Corbett\*, Peter Todd (lead independent), Maheshwar Doorgakant, Chandra Kumar Gujadhur, Ian Macleod and Leon van de Moortele\*  
(\*executive director)

**Company secretary of Delta Africa:** Apex Fund Services (Mauritius) Limited

**Registered address of Delta Africa:** 4th Floor, Raffles Tower, 19 Cybercity, Ebene, Mauritius

**Transfer secretary (South Africa) of Delta Africa:** Computershare Investor Services Proprietary Limited

**Registrar and transfer agent (Mauritius) of Delta Africa:** Mauritius Computing Services Limited

**Corporate advisor and JSE Sponsor of Delta Africa:** PSG Capital Proprietary Limited

**SEM sponsor of Delta Africa:** Capital Markets Brokers Limited

This Notice is issued pursuant to the JSE Listings Requirements, SEM Listing Rule 11.3 and the Securities Act of Mauritius 2005.

The boards of directors of Delta Africa Property Holdings Limited and Pivotal Fund Limited accept full responsibility for the accuracy of the information contained in this communiqué, insofar as such information relates to, respectively, Delta Africa and Pivotal.