

GRIT REAL ESTATE INCOME GROUP LIMITED
LONG-TERM INCENTIVE PLAN
Scheme Rules

adopted by

GRIT REAL ESTATE INCOME GROUP LIMITED

(Registration Number: 128881 C1/GBL)

(the “**Company**”)

The definitions commencing on page 3 of these Rules have, to the extent appropriate, been used on this cover page.

At the annual general meeting of shareholders of the Company held on [●] 2017 at its registered office at c/o Intercontinental Fund Services Ltd, Level 5, Alexander House, 35 Cybercity, Ebene 72201, Mauritius, the shareholders approved the Grit Long-Term Incentive Plan and the issue of the Shares by ordinary resolution passed by 75% majority of votes of shareholders present or represented by proxy.

An application has been made for the listing of up to 15 000 000 additional ordinary shares on the Official Market of the SEM in terms of the Scheme. Application will also be made for the listing of the Scheme shares on the Main Board of the JSE, as and when required.

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1. DEFINITIONS AND INTERPRETATION

1.1 In these Rules, unless expressly stipulated to the contrary or unless the context clearly indicates a contrary intention, the following words and expressions shall bear the following meanings (and cognate and expressions shall bear corresponding meanings):

1.1.1 “**Act**” means the Mauritian Companies Act, 2001 (Act 15 of 2001) as amended;

1.1.2 “**Applicable Laws**” means in relation to any person or entity, all and any –

- (1) statutes, subordinate legislation and common law;
- (2) regulations;
- (3) ordinances and by-laws;
- (4) accounting standards;
- (5) the SEM Listing Rules;
- (6) the JSE Listings Requirements;
- (7) the Securities (Take Over) Rules 2010;
- (8) directives, codes of practice, circulars, guidance notices, judgements and decisions of any competent authority, compliance which is mandatory for that person or entity;

1.1.3 “**Auditors**” means the registered auditors of the Company from time to time;

1.1.4 “**Award**” means the award to an Eligible Employee of Shares in terms of clause 10.1 and the word “**awarded**” shall be construed accordingly;

1.1.5 “**Award Date**” means the date on which an Award is made to an Eligible Employee;

1.1.6 “**Award Letter**” means a letter containing the information specified in clause 10.2 sent by the Board to an Eligible Employee informing him of an Award;

1.1.7 “**Board**” means the board of directors for the time being of the Company;

1.1.8 “**Remuneration Committee**” means the remuneration committee of the Company appointed by the Board from time to time, or such other Board committee which has been charged by the Board with the administration of the Scheme, provided that the Remuneration Committee or the committee charged with the administration of the Scheme shall exclude any Participant;

1.1.9 “**CDS**” means The Central Depository & Settlement Co. Ltd;

1.1.10 “**Change of Control**” means all circumstances where a party (or parties acting in concert), directly or indirectly obtains:

- (1) beneficial ownership of the prescribed percentage, which shall bear the meaning assigned to it from time to time in the Takeover Regulations read with the Act, presently being 30%, or more of the Company’s issued share capital; or

- (2) control of the prescribed percentage or more of the voting rights at meetings of the Company; or
- (3) the right to control the management of the Company or the composition of the Board; or
- (4) the right to appoint or remove directors holding a majority of voting rights at Board meetings; or
- (5) the right to control the business or undertaking of the company:
 - 1.1.10.5.1 through a merger, sub-division or consolidation with any other business entity; or
 - 1.1.10.5.2 upon a sale of the whole or a major part of the Company's assets or undertakings; or
 - 1.1.10.5.3 through a takeover; or
 - 1.1.10.5.4 by corporate actions undertaken by the Company;

1.1.11 "**Company**" means Grit Real Estate Income Group Limited (registration number 128881 C1/GBL), a company registered by continuation in accordance with the laws of Mauritius;

1.1.12 "**Date of Termination of Employment**" means the date upon which a Participant ceases to be employed by the Company, provided that in the event of a resignation by a Participant, the date shall be the effective date of the resignation of the Participant as stated in his notice;

1.1.13 "**Eligible Employee**" means a person eligible for participation in the Scheme, namely an executive director, senior manager or key employee of the Company who has completed his probation period, which Eligible Employee shall be nominated by the Remuneration Committee and approved as such by the Board from time to time in its sole and absolute discretion;

1.1.14 "**Family Company**" means any company or close corporation, the entire issued share capital or member's interest of which is held and beneficially owned by all or any of a participant, his lawful spouse, his lawful children and/or his Family Trust;

1.1.15 "**Family Entity**" means a Family Company or a Family Trust;

1.1.16 "**Family Trust**" means a trust constituted solely for the benefit of all or any of a Participant, his lawful spouse and/or his lawful children;

1.1.17 "**Fault Termination**" means the termination of employment of a Participant by the Company by reason of:

- (1) misconduct;
- (2) poor performance; or
- (3) resignation by the Participant.

1.1.18 "**Group**" means the Company and its subsidiaries;

- 1.1.19 “**JSE**” means the Johannesburg Stock Exchange, licensed in terms of section 9 of the Financial Markets Act, No. 19 of 2012 and operated by the JSE Limited (registration number 2005/022939/06), a public company incorporated under the laws of the RSA;
- 1.1.20 “**JSE Listings Requirements**” means the listings requirements of the JSE in force from time to time;
- 1.1.21 “**Loan Account**” means the loan account from the Company to the Share Trust in respect of the Subscription Price of the awarded Shares to the Share Trust, which Loan Account shall accrue interest at a rate equal to the Company’s weighted average cost of debt (which rate shall be reset annually, with effect from the first day of each consecutive financial year, to the previous financial year’s reported weighted average cost of debt), in respect of Shares awarded to Participants, and a rate of USD Libor plus 6.5% per annum in respect of any Unawarded Shares;
- 1.1.22 “**No Fault Termination**” means the termination of employment of a Participant by the Company by reason of:
- (1) death;
 - (2) injury, disability or ill health, in each case as certified by a qualified medical practitioner nominated by the Company;
 - (3) Retirement;
 - (4) a mutually agreed termination of employment; or
 - (5) a sale of the business in which the Participant is employed;
- 1.1.23 “**Official Market**” means the list of all securities admitted for quotation on the SEM Official Market;
- 1.1.24 “**Outstanding Loan Account**” means, in respect of any Participant, the portion of the Loan Account applicable to such Participant, plus interest accrued thereon, less any repayments made out of the dividends received on the applicable Shares (as described in clause 10.8) and less any payments received from STIs of such Participant utilised to repay the Loan Account (as described in clause 12);
- 1.1.25 “**Participant**” means an Eligible Employee to whom an Award has been made, and who has accepted such Award, and includes the executor of the Participant’s deceased estate or Family Entity, where applicable;
- 1.1.26 “**Performance Criteria**” means the performance criteria/targets as may be determined and/or amended by the Board from time to time, upon the recommendation of the Remuneration Committee, for both the award of Shares (“**Award Criteria**”) and for the Vesting of Shares (“**Vesting Criteria**”), as communicated to Participants in the Award Letter, with the current Performance Criteria being set out more fully in Annexure A hereto;
- 1.1.27 “**Retirement**” means the retirement by a Participant when he reaches his normal retirement age (as determined in accordance with his conditions of employment) (“**Normal Retirement**”) or the retirement by a Participant before reaching Normal Retirement age, but within the period that

qualifies as “retirement” as per the rules of the applicable retirement fund provided by the Company and of which the Participant is a member (“**Early Retirement**”);

1.1.28 “**RSA**” means Republic of South Africa;

1.1.29 “**Rules**” means these scheme rules, as amended from time to time;

1.1.30 “**Scheme**” means the **Grit Long-Term Incentive Plan**, the terms of which are embodied in these Rules;

1.1.31 “**SEM**” means the Stock Exchange of Mauritius Ltd established under the repealed Stock Exchange Act, 1988 and now governed by the Securities Act, 2005 of Mauritius;

1.1.32 “**SEM Listing Rules**” means the Listing Rules of the SEM governing the Official Market;

1.1.33 “**Settled**” means:

- (1) the distribution by the Share Trust of Shares into the name of a Participant in terms of clause 11.2; or
- (2) the use of the services of a trader or any other external third party to trade the Shares on behalf of the Share Trust and thereby Settle Shares on behalf of the Participants in cash from the proceeds of such sale;

and the words “**Settlement**” and “**Settle**” shall be construed accordingly. It is recorded that any Shares which have been Settled to a Participant in terms of this Scheme shall rank *pari passu* with all other issued Shares in all respects. For the avoidance of doubt, any Shares traded on behalf of Participants pursuant to clause 1.1.33(2) above shall not count towards the maximum Share numbers reflected in clauses 8.1.1 and 8.1.2;

1.1.34 “**Shares**” means the ordinary shares in the capital of the Company (or such other class of shares as may represent the same as a result of any reorganisation, reconstruction or other variation of the share capital of the Company) to which the provisions of the Scheme may apply from time to time and which have been awarded to an Eligible Employee in terms of an Award Letter as described in clause 10.2;

1.1.35 “**Share Trust**” means the Trust established by the Company to administer the Scheme;

1.1.36 “**STI**” means a short-term incentive, as described in clause 12;

1.1.37 “**Subscription Price**” means the price per share awarded by the Share Trust for the Shares on an Award Date, being a price equal to the volume weighted average price of a Share on the SEM or the JSE as relevant over the 30 (thirty) Trading Days immediately preceding the Award Date, or such higher amount as determined by the Board, on the recommendation of the Remuneration Committee, such Subscription Price to be stated in the Award Letter;

1.1.38 “**Takeover Regulations**” means the Securities (Take Over) Rules 2010 made by the Mauritian Financial Services Commission;

1.1.39 **“Tax”** means any present or future tax or other charge of any kind or nature whatsoever imposed, levied, collected, withheld or assessed by any competent authority, and includes all income tax (whether based on or measured by income/revenue or profit or gain of any nature or kind or otherwise and whether levied under the Tax Act or otherwise), capital gains tax, value-added tax and any charge in the nature of taxation, and any interest, penalty, fine or other payment on, or in respect thereof but specifically excluding issue duty, stamp duty, marketable securities tax and uncertified securities tax;

1.1.40 **“Tax Act”** means the Income Tax Act 1995 of Mauritius, as amended or substituted;

1.1.41 **“Trading Day”** means any day on which the Shares are traded on the SEM and/or JSE, as relevant;

1.1.42 **“Trustee”** means the trustee or trustees for the time being of the Share Trust established by the Company to administer the Scheme, the beneficiaries of which include the Participants, but which Trustees shall not include any Participants or any executive directors of the Company;

1.1.43 **“Unawarded Shares”** means the ordinary shares in the capital of the Company (or such other class of shares as may represent the same as a result of any reorganisation, reconstruction or other variation of the share capital of the Company), which have been issued to or otherwise acquired by the Share Trust on Loan Account in order to meet the Scheme’s obligations to the Participants, but which have not yet been awarded to a specific Eligible Employee in terms of clause 10.4;

1.1.44 **“Vesting Date”** means the date 5 (five) years from the Award Date, provided that the Board may, in its absolute and sole discretion, be entitled to determine a longer period than that provided herein, either as set out in the Award Letter, or at any time thereafter, as a result of a failure to meet Performance Criteria. In addition, if any of the above dates falls on a date which, or during a period in which:

- (1) by virtue of any Applicable Laws or any policy of the Company (including any corporate governance policy) it is not permissible to Settle Shares to a Participant; or
- (2) by virtue of any Applicable Laws or any policy of the Company (including any corporate governance policy) it is not permissible for a Participant to receive or otherwise deal or trade in Shares,

the Vesting Date shall be the second Trading Day after the date on which it becomes permissible to Settle Shares to a Participant and/or for the Participant to receive or deal or trade in Shares.

1.1.45 **“Vesting Period”** means the period from the Award Date to the Vesting Date.

1.2 In these Rules:

1.2.1 clause headings are used for convenience only and shall be ignored in its interpretation;

1.2.2 unless the context clearly indicates a contrary intention, an expression which denotes:

- (1) any gender includes the other gender;

(2) a natural person includes an artificial person (whether corporate or unincorporated) and *vice versa*; and

(3) the singular includes the plural and *vice versa*;

1.2.3 unless the context clearly indicates a contrary intention, words and expressions defined in the Act shall bear the meanings therein assigned to them;

1.2.4 any reference to any statute shall be to that statute, as amended from time to time and to any statutory substitution of that statute; and

1.2.5 the use of the word “**including**” or “**includes**” or “**include**” followed by a specific example shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording of such specific example/s.

1.3 If any provision in clause 1.1 is a substantive provision conferring any right or imposing any obligation on anyone, effect shall be given to it as if it were a substantive provision in the body of these Rules.

1.4 When any number of days is prescribed in these Rules, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or official public holiday in the Republic of Mauritius, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or official public holiday.

2. PURPOSE

The purpose of the Scheme is to provide a long-term performance and retention incentive scheme which aligns the interests of Participants with the Company’s shareholders, by motivating them, through participation, to increase the long-term growth in shareholder returns.

3. THE SCHEME

The Scheme is hereby constituted, which Scheme shall be administered for the purpose and in the manner set out in these Rules.

4. ADMINISTRATION OF THE SCHEME

4.1 The Board is responsible for the operation and administration of the Scheme, and subject to Applicable Laws, has the discretion to decide whether and on what basis the Scheme shall be operated on a day to day basis, which may include but not be limited to the delegation of the administration of the Scheme to any third party appointed by the Board, but excluding any executive director of the Company.

4.2 Subject to the provisions of the Scheme, any Applicable Laws and to the approval of the Board, the Board shall be entitled to make and establish such rules and regulations, and to amend the same from time to time, as they may deem necessary or expedient for the proper implementation and administration of the Scheme.

- 4.3 The Scheme shall be administered in conjunction with the Share Trust and for these purposes the Company will either allocate Shares to the Trustee of the Share Trust, or provide the Loan Account to the Share Trust to purchase Shares in the open market to satisfy obligations in terms of the Scheme, it being recorded that the Scheme is to be used to incentivise Eligible Employees, as indicated in paragraph 2 above, and is not to be used for trading purposes.
- 4.4 For the avoidance of doubt, directors of the Company who are Participants shall not take part in, and shall recuse themselves from, any Board decisions relating to the Scheme.

5. ANNUAL ACCOUNTS

- 5.1 The Board shall ensure that the annual financial statements of the Company including the following information:
- 5.1.1 the number of Shares which may be utilised for the purposes of this Scheme at the beginning of the financial year and any changes in such number during the financial year under review;
- 5.1.2 the number of Shares awarded to Participants; and
- 5.1.3 the balance of Shares available for utilisation for the purposes of the Scheme at the end of the financial year.

6. SHARES

- 6.1 The Company shall:
- 6.1.1 at all times reserve and keep available, free from pre-emptive rights, out of its authorised but unissued capital, such number of Shares as may be required to enable the Company to fulfil its obligations under the Scheme to issue Shares to the Share Trust; and
- 6.1.2 ensure that Shares may only be awarded to Participants in terms of the Rules set out herein;.
- 6.2 Save as expressly indicated otherwise in these Rules, the Scheme Shares shall in all respects rank *pari passu* with ordinary issued Shares of the Company, including as to voting, dividend, transfer and other rights, including those arising on a liquidation of the Company.
- 6.3 The Shares will only be issued to the Share Trust and Participants in dematerialised form. No certificated shares will be issued.
- 6.4 The provisions of paragraphs 3.63 to 3.74 of the JSE Listings Requirements apply *mutatis mutandis* to any dealings by the Trustees, save for the circumstances pursuant to paragraph 3.92 being present.
- 6.5 Shares may not be purchased during a prohibited period (as defined in the JSE Listings Requirements), unless the Scheme has in place a purchase programme where the dates and quantities of securities to be traded during the relevant period are fixed (not subject to any variation) and has been submitted to the JSE in writing prior to the commencement of the prohibited period. The Company must instruct an independent third party, which makes its investment decisions in relation to the Shares independently of,

and uninfluenced by, the Company, prior to the commencement of the prohibited period to execute the purchase programme submitted to the JSE.

- 6.6 Shares held by the Share Trust will not have their votes at any general or annual general meetings taken into account for the purposes of resolutions proposed in terms of the JSE Listings Requirements, nor shall such Shares be taken into account for the purpose of determining categorisations as detailed in Section 9 of the JSE Listings Requirements.

7. FUNDING

- 7.1 Other than any Tax/Social Liability as defined in clause 20.2, all costs of and incidental to the implementation and administration of the Scheme, including but not limited to:

7.1.1 the costs incurred in the acquisition of Shares by the Share Trust;

7.1.2 the costs incurred in the acquisition of Shares by Participants;

7.1.3 any administration or other expenses or administration fees in respect of the Share Trust and the Scheme;

7.1.4 any duties payable upon the issue of Shares to the Share Trust or to Participants, including without limitation issue duty, stamp duty, securities transfer tax; and

7.1.5 all secretarial, accounting, administrative, legal and financial advice and services, office accommodation and stationery,

properly incurred by the Company in order to give effect to the Scheme shall be funded by the Company, as the Board may from time to time direct.

8. MAXIMUM NUMBER OF SHARES

- 8.1 The maximum aggregate number of Shares that may be:

8.1.1 utilised for the purposes of this Scheme, shall not exceed 15 000 000 Shares;

8.1.2 acquired by any one Participant in terms of the Scheme, shall not exceed 4 600 000 Shares.

- 8.2 The limits contained in clauses 8.1.1 and 8.1.2 are subject to adjustment in terms of clause 18 below.

- 8.3 Any Shares which have been purchased by the Scheme through the open market of the SEM or JSE, shall not be taken into account when calculating the number of Shares utilised by the Scheme.

9. PARTICIPATION

- 9.1 The participation by a Participant in the Scheme shall at all times be approved and confirmed by the Board, as recommended by the Remuneration Committee.

- 9.2 The participation by Eligible Employees in the Scheme, and the award and Settlement of Shares to them, shall at all times comply with the provisions of the Act.

10. AWARD OF SHARES

- 10.1 The Board may, in its sole and absolute discretion, upon recommendation by the Remuneration Committee, resolve to make Awards to Eligible Employees based on the Award Criteria, as set out in Annexure A hereto.
- 10.2 The Board shall, as soon as reasonably practicable on or after the Award Date, notify the Eligible Employee of the Award in an Award Letter. The Award Letter shall be in the form as prescribed by the Board from time to time and shall specify:
- 10.2.1 the number of Shares awarded to the Eligible Employee;
 - 10.2.2 the Award Date;
 - 10.2.3 the Vesting Date;
 - 10.2.4 the Subscription Price;
 - 10.2.5 the Vesting Criteria imposed by the Board;
 - 10.2.6 the provisions of clause 19;
 - 10.2.7 a stipulation that the Award is subject to the provisions of these Rules;
 - 10.2.8 where a copy of the Rules might be obtained for perusal; and
 - 10.2.9 provision for signed acceptance by the Eligible Employee.
- 10.3 Acceptance by an Eligible Employee of an Award shall be communicated to the Board by the signature and return of the Award Letter within 30 days of such Award. An Award which is not accepted by an Eligible Employee as aforesaid shall automatically be deemed to have been cancelled, subject to re-instatement or extension by the Board in its sole and absolute discretion, provided such extension shall not exceed 30 days.
- 10.4 Upon the expiry of the acceptance period, the Share Trust shall allocate the total number of Shares accepted by the Eligible Employees of Unawarded Shares in the Share Trust to the relevant Eligible Employees. In the event that there are insufficient Unawarded Shares in the Share Trust, the Company shall within 15 business days, either:
- 10.4.1 issue the awarded Shares to the Share Trust at the Subscription Price, which shall remain outstanding on Loan Account; or
 - 10.4.2 provide a loan to the Share Trust to purchase such shares on the open market, which shall remain outstanding on Loan Account.

In any event, the Participant shall be appointed as a beneficiary of the Share Trust in respect of the Shares and Shares shall be held in a share account by the Share Trust for the benefit of the Participant.

- 10.5 Subject to clause 16, an Award is personal to a Participant and shall not be capable of being ceded, assigned, transferred or otherwise disposed of or encumbered by a Participant.
- 10.6 An Award may be cancelled at any time after the date of acceptance thereof if the Board and the Participant so agree in writing.
- 10.7 Awards shall be made annually following the publication of the Group's Audited Financial Statements.
- 10.8 Any dividends (or other distributions) earned by the Share Trust in respect of the Shares shall be utilised by the Trustee to repay the Loan Account. As a result, Participants shall have no expectation of earning any dividends (or other distributions made) and shall have no right to vote in respect of Shares awarded to him, unless and until and to the extent that the Shares under his Award are Settled in accordance with the provisions of this Scheme.

11. VESTING AND SETTLEMENT OF SHARES

- 11.1 The Remuneration Committee shall prior to the Vesting Date in respect of an Award assess and determine the extent to which the Vesting Criteria imposed by the Board have been achieved, and make a recommendation to the Board in this regard. Subject to the Vesting Criteria having been achieved, the Shares shall Vest on the Vesting Date. In the event that the Vesting Criteria have not been met, the Board may extend the Vesting Date accordingly.
- 11.2 On the Vesting Date, the Participant shall be entitled to make an election as to the treatment of the Shares:
 - 11.2.1 The Trustee may, on the behalf of the Participant, sell, in the open market, sufficient Shares to settle the Outstanding Loan Account, and settle the remainder of the Shares to the Participant, either in cash or in Shares; or
 - 11.2.2 The Participant may elect to purchase the Shares from the Share Trust against payment of the Outstanding Loan Account; or
 - 11.2.3 The Participant may elect to leave the Shares in the Share Trust after the Vesting Date and trigger a sale of the Shares at a future date, to be advised to the Trustee in writing, but which shall not exceed 90 days. Should this be elected, the Participant will be required to sign personal surety for the Outstanding Loan Account and shall be solely responsible for the repayment of the Outstanding Loan,

and failing any election being made within 90 days following the Vesting Date, such Award shall be settled in shares as per 11.2.1 above. For the avoidance of doubt, any election by a Participant in terms of clause 11.2.3 above shall, where such Participant is a director of the Company, require an announcement in compliance with paragraphs 3.63 to 3.74 of the JSE Listings Requirements.
- 11.3 Notwithstanding clause 20.2, the Participant shall pay, in such manner as the Board may from time to time prescribe, any amount which the Board may notify the Participant of, in respect of any deduction on account of Tax as may be required by Applicable Laws which may arise on the Settlement of Shares to him.

- 11.4 The Trustee shall have the right to raise debt from financiers against the Shares in order to repay the Outstanding Loan Account or any other liability to the Company in respect of the Shares or to acquire any Shares from Participants or third parties to fulfil its obligations in terms of the Rules.

12. SHORT-TERM INCENTIVES

- 12.1 In the event that a Participant receives a STI from the Company during the Vesting Period or during any period thereafter during which any part of the Loan Account remains outstanding, a portion of the STI must be utilised to repay the Loan Account in respect of the Shares.
- 12.2 The portion of any post tax STI to be utilised to repay the Loan Account shall be calculated in accordance with the following table:

Staff Level	STI allocated to the Loan Account
Grade 17 - 18	75%
Grade 14 -- 16 (Executive management)	50%
Grade 13 -- 14 (Senior management)	37%
Grade 12	17%

- 12.3 In the event of the termination of a Participant's employment with the Company, the full value of the STIs utilised to repay the Loan Account shall be repaid to the Participant.

13. TERMINATION OF EMPLOYMENT

- 13.1 A Participant who ceases to be employed by the Company, but who is subsequently re-employed within 60 days thereafter, pursuant to it being determined that the termination of his employment on the grounds specified in 1.1.17(1) and (2) was not justified, shall be deemed not to have terminated his employment for the purposes of the Scheme and his rights (whether conditional or otherwise) shall be deemed to be unaffected.
- 13.2 Subject to clause 13.1, if a Participant ceases to be employed by the Company by reason of a Fault Termination or No Fault Termination prior to the Vesting Date, then the provisions of Annexure B shall be applied to ascertain the rights of Participants to Shares.
- 13.3 Any Shares in respect of which the Board shall determine that no Settlement shall occur in terms of clause 13.2, shall be forfeited by the Participant and the Company shall have the right to award these Shares to a new Participant.

14. INSOLVENCY

Upon involuntary liquidation of the Company, each Participant shall have a claim against the Share Trust for all Shares which shall have vested but not yet Settled.

15. DISCIPLINARY PROCEDURES

The Vesting and/or Settlement of any Shares may be suspended pending the final determination of any disciplinary procedures which may be instituted against any Participant.

16. FAMILY ENTITIES

A Participant may not, without the prior written consent of the Board and subject to such conditions as the Board may in its sole discretion determine, cede, assign or transfer his rights (whether conditional or otherwise) in and to Shares prior to the Vesting Date to a Family Entity. Without derogating from the generality of the foregoing, the Board may impose a condition that the Participant bind himself as surety for, and co-principal debtor with, the Family Entity for the fulfilment of its obligations in terms of this Scheme.

17. RIGHTS PRIOR TO SETTLEMENT

17.1 For the sake of clarity and the avoidance of any doubt, it is recorded that until the Vesting Date the Participant shall have no rights whatsoever in and to the Shares and in particular shall not:

17.1.1 have any ownership interest in; or

17.1.2 receive any dividends and/or exercise any voting rights attached to; or

17.1.3 have acquired Shares being the subject of an Award.

18. ADJUSTMENTS

18.1 In the event of sub-division or consolidation, then such adjustments, as confirmed by the Auditors in accordance with clause 18.6, shall be made to the maximum number of Shares that may be used by the Scheme as set out in clause 8.1.1 and to the Subscription Price, as may be determined by the Board to be fair and reasonable to the Participants concerned, provided that such adjustment shall give a Participant entitlement to the same proportion of equity capital as that to which he was previously entitled, including the number of Shares awarded.

18.2 In the event of Capitalisation Issue, special dividend, Rights Issue or reduction of capital, then such adjustments, as confirmed by the Auditors in accordance with clause 18.6, shall be made to the maximum number of Shares that may be issued to Participants as set out in clause 8.1.2 and to the Subscription Price, as may be determined by the Board to be fair and reasonable to the Participants concerned, provided that such adjustment shall give a Participant entitlement to the same proportion of equity capital as that to which he was previously entitled, including the number of Shares awarded.

- 18.3 No adjustments shall be required in terms of this clause 18 in the event of the issue of equity securities as consideration for an acquisition, the issue of securities for cash and the issue of equity securities for a vendor considering placing.
- 18.4 If the Company undergoes a Change of Control after an Award Date, then the rights (whether conditional or otherwise) in and to the Shares of Participants' under this Scheme will, to the extent necessary to ensure the Participants are substantially in a similar position before and after any such Change of Control, be accommodated on a basis which shall be determined by the Board to be fair and reasonable to Participants.
- 18.5 The Auditors must confirm to the SEM and the JSE in writing that any adjustment pursuant to this clause 18 is in accordance with these Rules, such confirmation to be provided at the time that such adjustment is finalised. Any adjustment made in accordance with this clause must be reported on in the Company's annual financial statements in the year during which the adjustment is made.
- 18.6 If the Company is placed in liquidation other than for purposes of a reorganisation, the Scheme and any Awards granted under it which have not Vested at the date of liquidation, shall *ipso facto* lapse from the date of liquidation. For the purposes of this clause "date of liquidation" shall mean the date upon which any application (whether provisional or final) for the liquidation of the Company is lodged at the relevant court.
- 18.7 Should any Participant be aggrieved by such adjustment, he may utilise the dispute procedures set out in clause 24.

19. CANCELLATION

- 19.1 If, in terms of any provision of these Rules, an Award is cancelled:
- 19.1.1 the Company is hereby irrevocably and *in rem suam* nominated, constituted and appointed as the sole attorney and agent of the Participant concerned in that Participant's name, place and stead to sign and execute all such documents and do all such things as are necessary for the purpose of cancellation of such Award; and
- 19.1.2 the aforesaid shall revert back to the Scheme and be made available for use by the Scheme.

20. TAX LIABILITY

- 20.1 It is the intention that an Award shall be subject to the provisions of the Tax Act.
- 20.2 Notwithstanding any other provision in these Rules, if the Company is obliged (or would suffer a disadvantage of any nature if they were not) to account for, withhold or deduct any (a) Tax in any jurisdiction which is payable in respect of, or in connection with, the making of an Award, the Settlement to a Participant of Shares, the payment of a cash amount and/or otherwise in connection with the Scheme and/or (b) any amount in respect of any social security or similar contributions which would be recoverable from a Participant in respect of the making of an Award or Settlement to a Participant of Shares, the

payment of a cash amount and/or otherwise in connection with the Scheme (the obligations referred to in (a) and (b) hereinafter referred to as a '**Tax/Social Liability**'), then the Company shall be entitled to account for, withhold or deduct such Tax/Social Liability or the Company shall be relieved from the obligation to Settle any Shares to a Participant or to pay any amount to a Participant in terms of the Scheme until that Participant has either:

20.2.1 made a payment to the Company of an amount equal to the Tax/Social Liability; or

20.2.2 entered into an agreement which is acceptable to the Company to secure that such payment is made (whether authorising the sale of some or all of the Shares to be Settled to him and the payment to the relevant person of the relevant amounts out of the proceeds of the sale or otherwise).

20.3 The Company is hereby irrevocably and *in rem suam* nominated, constituted and appointed as the sole attorney and agent of a Participant, in that Participant's name, place and stead to sign and execute all such documents and do all such things as are necessary to give effect to the provisions of clause 20.

21. LISTINGS AND LEGAL REQUIREMENTS

21.1 Notwithstanding any other provision of this Scheme:

21.1.1 no Shares shall be Settled to any Participant or acquired pursuant to this Scheme if the Board determines, in their sole discretion, that such Settlement will or may violate any Applicable Laws or the listings requirements of any securities exchange on which the Shares of the Company are listed; and

21.1.2 if applicable, the Company shall apply for the listing of all Shares on the SEM, the JSE or any other securities exchange which have been Settled to Participants under this Scheme.

22. AMENDMENT OF THE SCHEME

22.1 It shall be competent for the Board to amend any of the provisions of the Scheme subject to the prior approval (if required) of every securities exchange on which the Shares are for the time being listed, provided that no such amendment affecting the vested rights of any Participant shall be effected without the prior written consent of the Participant concerned, and provided further that no such amendment affecting any of the following matters shall be competent unless it is approved by ordinary resolution of 75% (seventy-five percent) of the shareholders of the Company in general meeting, excluding all of the votes attached to Shares owned or controlled by existing Participants in the Scheme (but only to the extent that such Shares have been acquired in terms of this Scheme and may be impacted by any change) –

22.1.1 the definition of Eligible Employees and Participants;

22.1.2 total number of Shares which may be acquired for the purpose of or pursuant to the Scheme;

22.1.3 the maximum number of Shares which may be acquired by any Participant in terms of the Scheme;

- 22.1.4 the voting, dividend, transfer or other rights (including rights on liquidation of the Company) which may attach to the Shares;
 - 22.1.5 the basis for Awards in terms of these Rules;
 - 22.1.6 the provisions of clause 18.3;
 - 22.1.7 the provisions in these Rules dealing with the rights (whether conditional or otherwise) of Participants in and to the Shares whose Employment terminates prior to vesting;
 - 22.1.8 any additional matters requiring shareholder approval under the JSE Listing Requirements and the SEM listing rules; and
 - 22.1.9 the provisions of this clause 22.
- 22.2 Without derogating from the provisions of clause 22.1, if it should become necessary or desirable by reason of the provisions of these Rules so as to preserve the substance of the provisions contained in these Rules but to amend the form so as to achieve the objectives embodied in these Rules in the best manner, having regard to such Applicable Laws and without prejudice to the Participants concerned, then the Board may (with the prior approval (if required) of every stock exchange on which the Shares are at the time listed) amend these Rules accordingly.

23. CDS

Notwithstanding any provision in these Rules, the Company shall not be obliged to deliver the Participant share certificates in respect of the Shares settled to him in terms of these Rules but shall instead be obliged to procure such electronic transactions and/or entries and to deliver to the Participant such documents (if any) as may be required to reflect his rights in and to such Shares pursuant to the provisions of the Act, the Securities Act 2005, the CDS Rules and Procedures and the requirements of the SEM and the JSE.

24. DISPUTES

- 24.1 Should any dispute of whatever nature arise from or in connection with these Rules (including an urgent dispute), then the dispute shall, unless the parties thereto otherwise agree in writing:
- 24.1.1 in the first instance be referred to mediation by a mediator acceptable to both parties; and
 - 24.1.2 failing resolution by mediation or agreement on a mediator, such dispute shall be referred to the decision of the Auditors, acting as experts and not as arbitrators, whose decision thereon shall be final and binding on the parties to the dispute.
- 24.2 This clause is severable from the rest of these Rules and shall remain in effect even if these Rules are terminated for any reason.

25. PROFITS AND LOSSES AND TERMINATION OF THE SCHEME

- 25.1 The Company shall bear any losses sustained by the Scheme. Furthermore, the Company shall be entitled to receive and be paid any profits made in respect of the purchase, acquisition, sale or disposal of Unawarded Shares in the instance where excess shares revert back to the the Trust as a result of the termination Participant or the death of any Participant.
- 25.2 The Scheme shall terminate if the Board so resolves, subject to any existing Awards. Any deficit arising from the winding up of the Scheme shall be borne by the Company.

26. NOTICES

- 26.1 The parties choose the addresses set out below for all purposes arising from the Scheme, including the giving of any notice, the payment of any sum, the serving of any process, as follows –
- 26.1.1 the Company: The address and telefax number of the registered office of the Company from time to time
- 26.1.2 each Participant: The physical address, telefax number and electronic address from time to time reflected as being his address, telefax number and/or electronic address in the Company's payroll system from time to time.
- 26.2 Each of the parties shall be entitled from time to time, by written notice to the other, to vary its address to any other physical address and/or its telefax number and/or (in the of a Participant) his electronic address; provided in the case of a Participant such variation is also made to his details on the Company's payroll system.
- 26.3 Any notice given made by any party to the other which –
- 26.3.1 is delivered by hand during the normal business hours of the addressee at the addressee's address for the time being shall be rebuttably presumed to have been received by the addressee at the time of delivery; and
- 26.3.2 is posted by prepaid registered post to the addressee at the addressee's address for the time being shall be rebuttably presumed to have been received by the addressee on the seventh day after the date of posting.
- 26.4 Any notice given by any party to any other party which is transmitted by electronic mail and/or telefax to the addressee at the addressee's electronic address and /or telefax address for the time being shall be presumed, until the contrary is proven by the addressee, to have been received by the addressee on the date of successful transmission thereof.

27. COMPLIANCE

The Company shall comply with all Applicable Laws insofar as they apply to the Scheme. The Scheme shall at all times be operated and administered subject to all Applicable Laws.

28. GENERAL PROVISIONS

28.1 The rights and obligations of any Participant under the terms of his employment with the Company shall not be affected by his participation in the Scheme or any right which he may have to participate in it. The Scheme shall not entitle a Participant to any right to continued employment or any additional right to compensation in consequence of the termination of his employment.

28.2 The Scheme shall be governed and construed in accordance with the law of the Republic of Mauritius.

SIGNED AT.....ON THIS.....DAY OF.....2017

For and on behalf of the Company

who warrants that he is duly authorised hereto

The Scheme was duly adopted at a board meeting of the Company held at on 20 September 2017.

Chairman of the Meeting

ANNEXURE A – POLICY FOR PERFORMANCE CRITERIA

(A) AWARD CRITERIA

The Awarded Criteria shall be set annually by the Board, on the recommendation of the Remuneration Committee.

The amount of an Award will be based on both individual and Company performance. The gatekeeper for any award is the achievement of the distribution target for the financial year under review plus positive NAV movement (or 10% reduction if a result of Rights Offer).

Awards will be based on the level of employment and multiples of annual guaranteed salary, as follows:

Annual Guaranteed Salary x

Staff Level Allocation Multiplier x

[(Individual Performance Factor x Individual Performance Weighting) + (Company Performance % x
Company Performance Weighting)]

Where,

Staff Level Allocation Multiplier:

Staff Level	Annual Allocation Multiplier
Grade 18	3.5
Grade 17	3.0
Grade 14 – 16 (Executive Management)	2.5
Grade 13 – 14 (Senior management)	2.0
Grade 12	1.0

Individual and Company Performance Weighting:

Individual and Company performance will be weighted according to the level of influence and area of impact that the Participant has on the results of the Company, as follows:

Staff Level	Company	Individual
Grade 18	75%	25%
Grade 17	70%	30%
Grade 14 – 16 Executive Management)	60%	40%
Grade 13 – 14 (Senior Management)	50%	50%
Grade 12	30%	70%

Individual performance will be measured against the achievement of individual key performance indicators over the previous financial year, as follows:

Moderated performance appraisal rating	Description	Individual Performance Factor
1	Unsatisfactory performance	0%
2	Needs improvement	0%
3	Meets requirements	80%
4	Exceeds requirements	100%
5	Outstanding performance	120%

Company performance is weighted to achievement of distribution targets (70%) and NAV growth (30%), with such weighting being set annually by the Board.

Company performance is measured against the following criteria ("Award Criteria"):

Distribution Target Metrics

Target	Result	Award Allocation
0.0% to 7.39%	Not achieved	0%
7.4% to 8.89%	Achieved	100%
8.9% to 11.0%	Exceeded (120% of target)	120%
11.1% and above	Stretch (150% of target)	150%

NAV Growth Target Metrics

Target	Result	Award Allocation
-10.0%	Failure	-50%
0.0%	Not achieved	0%
4.0%	Partially achieved (within 80% of target)	50%
5.0%	Achieved	100%
6.0%	Exceeded (120% of target)	120%
7.5%	Stretch (above 150% of target)	150%

(B) VESTING CRITERIA

Participants are to maintain a performance level of 3 and above during the Vesting Period in order to meet the Vesting Criteria, as set out in the table below. The Vesting Period will be extended by any period for which the Participant's performance level drops below 3.

Moderated performance appraisal rating	Description
1	Unsatisfactory performance
2	Needs improvement
3	Meets requirements
4	Exceeds requirements
5	Outstanding performance

ANNEXURE B

TERMINATION OF EMPLOYMENT

No Fault Termination

TERMINATION EVENT	TREATMENT OF ALLOCATIONS
Resignation by the Participant with the written consent of the Board or other special circumstances as determined at the Board's discretion	<p>All unvested Shares will be pro-rata based on the period from the Award Date to the Date of Terminations of Employment relative to the full Vesting period.</p> <p>Such pro-rated unvested Shares as calculated above will remain in the Scheme (in other words no accelerated vesting) and will Vest in the normal course to the Participant at the normal Vesting Date and in accordance with the Vesting Criteria.</p>
Early or Normal Retirement	<p>All unvested Shares will remain in the Scheme (in other words no accelerated Vesting) and will Vest in the normal course to the retired Participant at the normal Vesting Date and in accordance with the performance of the Company against any Vesting Criteria.</p>
Dismissal based on Operational Requirements/Redundancy	<p>All unvested Shares will be pro-rata based on the period from the Award Date to the Date of Terminations of Employment relative to the full Vesting period.</p> <p>Such pro-rated unvested Shares as calculated above will remain in the Scheme (in other words no accelerated vesting) and will Vest in the normal course to the Participant at the normal Vesting Date and in accordance with the Vesting Criteria.</p>
Disposal of subsidiary or business	<p>All unvested Shares will be pro-rata based on the period from the Award Date to the effective date of the disposal relative to the full Vesting period.</p> <p>Such pro-rated unvested Shares as calculated above will remain in the Scheme (in other words no accelerated Vesting) and will Vest in the normal Vesting Date and in accordance with the performance of the Company against any Vesting Criteria.</p>
Death or permanent disability	<p>All Vesting Criteria are waived and it will be assumed that the targeted performance has been met. All unvested Shares immediately Vest on the date of death and shall be Settled on the heirs of the Participant, as nominated by the Participant from time to time, failing which to the executor or curator, as the case may be, of the Participant's estate.</p>

Fault Termination

TERMINATION EVENT	TREATMENT OF ALLOCATIONS
Dismissals for misconduct or poor performance	All unvested Shares as at the Date of Termination of Employment shall be forfeited.
Resignation by the Participant or the Termination of Employment in any other Fault Termination	All unvested Shares as at the Date of Termination of Employment shall be forfeited.