THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

The definitions and interpretations commencing on page 10 of this Circular apply throughout this Circular, including this front cover.

This Circular is important and should be read in its entirety, with particular attention to be given to the section entitled "*Action required by Shareholders*" commencing on page 4 of this Circular, which sets out the detailed actions required of Shareholders in respect of the matters dealt with in this Circular.

If you are in any doubt as to what action you should take in relation to this Circular, please consult Singular Financial Services, your banker, legal advisor or other professional advisor immediately. If you have any questions regarding this Circular, please contact the Call Centre on 0860 116 226 on weekdays from 07:00 to 18:00 (excluding public holidays).

The Company and its advisors do not accept responsibility, and will not be held liable, under any applicable law, regulation or otherwise, for any action of, or omission by the Transfer Secretaries or Singular Financial Services, including, without limitation, any failure on the part of the Transfer Secretaries or Singular Financial Services to notify any beneficial owner of Shares of the General Meeting or of the matters set out in this Circular.

The I-EX takes no responsibility for the contents of this Circular or any other documents published by the Company and any amendments or any supplements to the aforementioned documents. I-EX makes no representation as to the accuracy or completeness of any of the aforementioned documents and expressly disclaims any liability for any loss arising from or in reliance on the whole or any part of the aforementioned documents.

PHUTHUMA NATHI

SHARE THE FUTURE

Phuthuma Nathi Investments (RF) Limited

(Incorporated in the Republic of South Africa)
(Registration number 2006/015187/06)
Share Code: EXPN1
("**Phuthuma Nathi**" or the "**Company**")

CIRCULAR TO SHAREHOLDERS

relating to, among other things:

Phuthuma Nathi's participation in the Reorganisation through the PN Repurchase and Subscription requiring the approval of certain matters by Shareholders, namely:

- the proposed disposal by the Company of the PN Repurchase Shares to MCSAH in terms of section 112 (read with section 115) of the Companies Act to give effect to the PN Repurchase and Subscription; and
- the proposed amendments to the PN MOI,

and incorporating:

- the Notice of General Meeting;
- the Independent Expert's Report;
- a statement on Appraisal Rights as required in terms of section 164(2) of the Companies Act;
- extracts of, among others, sections 112, 115 and 164 of the Companies Act;
- *pro forma* financial information for the Company and a report prepared by the Independent Auditor in relation to the compilation of such *pro forma* financial information; and
- the Form of Proxy in respect of the General Meeting.

Independent Expert	Legal Advisor	Independent Auditor	Transfer Secretaries
BDO	TGR ATTORNEYS	EY Building a better working world	singular systems simplifying complexity

Date of issue: 4 August 2025

Additional copies of this Circular, in its printed format, may be obtained from the Company and the Transfer Secretaries at their respective addresses set out in the section of this Circular entitled "Corporate Information and advisors", during normal business hours from the date of issue of this Circular up to and including the date of the General Meeting (both days inclusive). This Circular will also be available on the Company's website at www.phuthumanathi.co.za from the commencement of normal business hours on 4 August 2025. Copies of this Circular are available in the English language only.

CORPORATE INFORMATION AND ADVISORS

Registered Office

Phuthuma Nathi Investments (RF) Limited
(Registration Number 2006/015187/06)
MultiChoice City
144 Bram Fischer Drive
Ferndale, Randburg
Johannesburg
South Africa, 2194
(PO Box 1502, Randburg, 2125)

Date of incorporation as a private company:

19 May 2006

Date of conversion to a public company:

16 August 2006

Place of incorporation:

South Africa

Independent Expert

BDO Corporate Finance Proprietary Limited
(Registration number 1983/002903/07)
Wanderers Office Park
52 Corlett Drive
Illovo
South Africa, 2196
(Private Bag X60500, Houghton, 2041)

Independent Auditor

Ernst & Young Incorporated
(Registration number 2005/002308/21)
102 Rivonia Road
Sandton
South Africa, 2196
(Private Bag X14, Sandton, 2146)

Transfer Secretaries

Singular Systems Proprietary Limited
(Registration number 2002/001492/07)
25 Scott Street
Waverley
Johannesburg
South Africa, 2090
(PO Box 785261, Sandton, 2146)

Company Secretary

Carmen Miller
MultiChoice City
144 Bram Fischer Drive
Ferndale, Randburg
Johannesburg
South Africa, 2194
(PO Box 1502, Randburg, 2125)

Legal Advisor

TGR Attorneys Inc.
(Registration number 2011/006563/21)
Building 5, 1st Floor
Inanda Greens
Johannesburg
South Africa, 2196
(PO Box 782352, Sandton, 2146)

LETTER FROM THE CHAIRMAN

4 August 2025

Dear Shareholder,

Since its establishment in 2006, Phuthuma Nathi has been one of the most successful, if not the most successful, broad-based black economic empowerment listed structures. Through its 25% shareholding in MCSAH, the holding company for the South African TV broadcasting business of MCG, Phuthuma Nathi has since its establishment paid more than R19 billion in dividends to its broad base of shareholders (currently more than 70 000 shareholders). Recently, however, due to financial disruption, macroeconomic factors and structural industry changes, the businesses of MCG and MCSAH have not performed well enough to sustain the dividend returns that Shareholders have enjoyed up until now. This has led to MCSAH for the first time in its history declaring a substantially smaller dividend than the dividends to which Shareholders have been accustomed (approximately 30% of the dividend it declared in the prior financial year).

It is within this challenging period of uncertainty that Canal+'s proposed combination with MCG through the Mandatory Offer has arisen.

The combination of Canal+ (a global media and entertainment company) and MCG through the Mandatory Offer provides MCG and its stakeholders an opportunity to potentially arrest the further decline in MCG's businesses (including the business of MCSAH) through the increased scale afforded by a larger combined group.

Whilst the Shareholders are not directly party to the Mandatory Offer, the Mandatory Offer necessitates a restructure of the MCSAH Group (through the Reorganisation) prior to the implementation of the Mandatory Offer to ensure compliance with the foreign control restrictions in section 64 of the ECA.

This Reorganisation will ultimately place Phuthuma Nathi in a better economic position and give rise to a number of direct benefits to Shareholders. Most notably:

- Phuthuma Nathi will increase its effective shareholding in certain businesses of MCSAH resulting in an increase in Phuthuma Nathi's share of distributions in certain entities currently in the MCSAH Group, specifically LicenceCo (see paragraph 6.3 of the Circular).
- A formalised distribution policy at LicenceCo level should provide a more sustainable dividend flow from LicenceCo (see paragraph 11.9 of the Circular).
- As a result of the introduction of additional funds through the Reorganisation, MCSAH will declare an additional dividend which, in turn, will enable Phuthuma Nathi to declare an extraordinary dividend of R343.75 million (excluding taxes), equivalent to 25% of the dividend declared for the 2024 financial year. Without the Reorganisation, Phuthuma Nathi would not receive these additional funds and, in turn, would not be in a position to declare an additional extraordinary dividend to Shareholders. The extraordinary dividend of R343.75 million (excluding taxes), when added to the annual dividend for the financial year 2025 that was declared on 12 June 2025 (subject to Shareholder approval at the AGM), will result in that dividend almost being doubled and will mean that the total dividends declared in 2025 increase from 30% to 55% of the annual dividend declared in 2024 (see paragraph 6.4 of the Circular).
- On account of the improved prospects of the MCSAH Group following the Combination, MCSAH has committed to the Board that it will declare dividends in respect of the 2026 and 2027 financial years, which will be declared at the end of the relevant annual financial year in accordance with the usual processes, subject only to compliance with the requirements of the Companies Act and any contractual limits on making distributions, incurring debt and related covenants that apply to the MCSAH Group. These dividends will reinforce sustainable returns for Shareholders in subsequent financial years (see paragraphs 4.5 and 4.6 of the Circular).

Given the benefits of the Reorganisation outlined above and having regard to the Independent Expert's Report that the terms of the Reorganisation are fair and reasonable to Shareholders, the Independent Board unanimously recommends that Shareholders **VOTE IN FAVOUR** of the Resolutions.

Yours faithfully,

Mandla Langa

IMPORTANT INFORMATION, DISCLAIMERS AND FORWARD-LOOKING STATEMENTS

The definitions and interpretations commencing on page 10 of this Circular shall apply *mutatis mutandis* to this section (unless the context indicates otherwise).

GENERAL

This Circular has been prepared for the purposes of complying with the Companies Act and the Takeover Regulations promulgated thereunder (each as applicable), and the information disclosed may not be the same as that which would have been disclosed if this Circular had been prepared in accordance with the laws and regulations of any jurisdiction outside of South Africa or the listings requirements of any stock exchange. The release, publication or distribution of this Circular in jurisdictions other than South Africa may be restricted by law and therefore any persons who are subject to the laws of any jurisdiction other than South Africa should inform themselves about, and observe, any applicable requirements or restrictions. Any failure to comply with the applicable requirements or restrictions may constitute a violation of the securities laws of any such jurisdiction. This Circular is not intended to, and does not constitute, or form part of, an offer to sell or an invitation to purchase or subscribe for any securities or a solicitation of any vote or approval, including in any jurisdiction where such offer, invitation or solicitation would be unlawful. Shareholders are advised to read this Circular, which contains the terms and conditions pertaining to the transactions contemplated herein, with care. Any decision to approve the Disposal, PN MOI Amendments and/or other response to the proposals contained herein should be made only on the basis of the information in this Circular.

The Disposal and PN MOI Amendments are governed by the laws of South Africa and thus subject to any applicable laws and regulations, including the Companies Act and the Takeover Regulations.

FORWARD LOOKING STATEMENTS

This Circular contains statements about the Company that are, or may be, forward-looking statements. All statements (other than statements of historical fact) are, or may be deemed to be, forward-looking statements, including, without limitation, those concerning: strategy; the economic outlook for the industry; production; cash costs and other operating results; growth prospects and outlook for operations, individually or in the aggregate liquidity, capital resources and expenditure; and the outcome and consequences of any pending litigation proceedings. These forward-looking statements are not based on historical facts, but rather reflect current expectations concerning future results and events and generally may be identified by the use of forward-looking words or phrases such as “believe”, “aim”, “expect”, “anticipate”, “intend”, “foresee”, “forecast”, “likely”, “should”, “planned”, “may”, “estimated”, “potential” or similar words and phrases.

Examples of forward-looking statements include statements regarding a future financial position or future profits, cash flows, corporate strategy, anticipated levels of growth, estimates of capital expenditures, acquisition strategy, expansion prospects or future capital expenditure levels and other economic factors, such as, *inter alia*, interest rates.

By their nature, forward-looking statements involve risks and uncertainties because they relate to events and depend on circumstances that may or may not occur in the future. Many of these risks and uncertainties relate to factors that are beyond the Company’s ability to control or estimate precisely, such as changes in taxation, future market conditions, currency fluctuations, the actions of governmental regulators and other risk factors. The Company cautions that forward-looking statements are not guarantees of future performance. Actual results, financial and operating conditions, liquidity and the developments within the industry in which the Company operates or may be exposed to may differ materially from those made in, or suggested by, the forward-looking statements contained in this Circular.

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

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

No statement in this Circular is intended as a profit forecast or a profit estimate and no statement in this Circular should be interpreted to mean that earnings per Share for the current or future financial years would necessarily match or exceed the historical published earnings per Share. Prices and values of, and income from, Shares may decrease as well as increase and an investor may not get back the amount invested. It should be noted that past performance is no guide to future performance. Persons needing advice should consult an independent financial advisor.

No forward-looking statement has been reviewed nor reported on by the external auditors.

DATE OF INFORMATION PROVIDED

Unless the context clearly indicates otherwise, all information in this Circular is provided as at the Last Practicable Date. All references to times in this Circular are to South African Standard Time.

DISCLAIMER

Shareholders should take note that, in terms of section 201(3) of the Companies Act, the TRP does not consider the commercial advantages or disadvantages of affected transactions when it approves them.

ACTION REQUIRED BY SHAREHOLDERS

The definitions and interpretations commencing on page 10 of this Circular apply to this "*Action required by Shareholders*" section of the Circular.

This Circular is important and requires your immediate attention.

The action you need to take is set out below. If you are in any doubt as to what action you should take, please consult Singular Financial Services, your banker, legal advisor, or other professional advisor immediately. If you have any questions regarding this Circular, please contact the Call Centre on 0860 116 226 during weekdays from 07:00 to 18:00 (excluding public holidays).

1. **GENERAL MEETING**

Shareholders are invited to speak and vote at, and participate in, a General Meeting for the purpose of considering and, if deemed fit, adopting, with or without modification, the Resolutions.

The General Meeting will be held at MultiChoice City, 144 Bram Fischer Drive, Ferndale, Randburg, South Africa on **Tuesday**, **26 August 2025**. This is the same venue and the same date as the Company's AGM. The General Meeting will start at **12:30** (or, if later, immediately following the conclusion or adjournment of the AGM, which is scheduled to be held at 12:00 on the same date).

Shareholders will be entitled to attend the General Meeting by electronic communication. To attend the General Meeting electronically, Shareholders must pre-register with Singular Financial Services as set out in paragraph 3.3 by no later than Friday, 22 August 2025. Shareholders who pre-register with Singular Financial Services will be provided with a secure code and instructions to attend the General Meeting electronically. You will not be able to participate in, or vote at, the General Meeting through electronic communication and the electronic communication will only allow you to attend the General Meeting. If you are unable to attend the General Meeting in person, but wish to vote on the Resolutions to be considered at the General Meeting or to be represented at the General Meeting, please follow the instructions in paragraph 3.1.

You should carefully read through this Circular and decide how you wish to vote on the Resolutions. The Independent Board recommends that you **VOTE IN FAVOUR** of the Resolutions.

2. **RECORD DATES**

In terms of section 59(1)(a) and (b) of the Companies Act, the Board has set the following record dates for the purposes of determining which Shareholders are entitled to receive the Notice of the General Meeting, and to participate in, and vote at the General Meeting:

- record date for Shareholders to be eligible to receive the Notice of the General Meeting: Thursday, 31 July 2025;
- record date for Shareholders to be eligible to vote at the General Meeting: Friday, 22 August 2025;
- last date for lodging Forms of Proxy with the Transfer Secretaries: Friday, 22 August 2025, provided that any Form of Proxy not delivered to the Transfer Secretaries by this time may, however, be handed to the chair of the General Meeting at any time before the proxy exercises any rights of the Shareholders at the General Meeting.

3. **VOTING AND ATTENDANCE AT THE GENERAL MEETING**

3.1 **Voting at the General Meeting**

You may attend the General Meeting and vote on the Resolutions proposed at the General Meeting. If you are unable to attend the General Meeting, but wish to vote on the Resolutions to be considered at the General Meeting, you may either:

3.1.1 contact the Call Centre telephonically on 0860 116 226 to advise telephonically how you wish to cast your votes (or abstain from casting your votes) at the General Meeting and thereafter Singular Financial Services will cast your votes (or abstain from casting your votes) in accordance with your instructions; or

3.1.2 vote on the Resolutions (or abstain from casting your votes) before the General Meeting by making use of the online voting platform to indicate how you wish to cast your votes (or abstain from casting your votes) at the General Meeting and thereafter Singular Financial

Services will cast your votes (or abstain from casting your votes) in accordance with your online instructions. This online facility is free of charge and is available on the internet. Shareholders can access the online voting platform by logging into their I-EX shareholder account (https://www.i-ex.co.za/).

The online voting platform and telephonic voting service will be available from 11:00 on Monday, 4 August 2025 until 11:00 on Friday, 22 August 2025.

Alternatively, Shareholders who are unable to attend the General Meeting but who wish to be represented thereat are requested to complete and return the attached Form of Proxy in accordance with the instructions contained therein. It is requested that, for administrative purposes, the Form of Proxy be returned to the registered office of the Company or the Transfer Secretaries to be received by them by no later Friday, 22 August 2025 or such later date, if the General Meeting is postponed, to allow for processing of such proxies. Shareholders are advised to take into consideration postal delivery times when posting their Forms of Proxy as no late deliveries will be accepted. The Form of Proxy may, however, be handed to the chair of the General Meeting at any time before the proxy exercises any rights of the Shareholders at the General Meeting.

Phuthuma Nathi does not accept responsibility and will not be held liable for any failure on the part of Singular Financial Services to notify a Shareholder of the General Meeting or any business to be conducted thereat.

3.2 **Identification of Shareholders and proxies**

In terms of section 63(1) of the Companies Act, before any person may attend or participate in the General Meeting, that person must present reasonably satisfactory identification and the person presiding at the General Meeting must be reasonably satisfied that the right of the person to participate and vote at the General Meeting, either as a Shareholder, or as a representative or as a proxy for a Shareholder, has been reasonably verified. Acceptable forms of identification include a valid green bar-coded or smart card identification document issued by the South African Department of Home Affairs, a valid South African driver's licence or a valid passport.

A Shareholder or its representative or proxy, as the case may be, may be required to produce a form of identification, before such person will be entitled to participate in the General Meeting. Failure to do so may mean that the participant is unable to participate in the General Meeting either at all, or promptly. The Company and the Transfer Secretaries shall not be liable for any failure by any Shareholder or its representative or proxy, as the case may be, to timeously produce the requisite identification as aforesaid.

3.3 **Attending the General Meeting through electronic communication**

Shareholders entitled to attend, participate in and vote at the General Meeting or proxies of such Shareholders shall be entitled to attend (but not otherwise participate in or vote at) the General Meeting by electronic communication. Should a Shareholder wish to attend the General Meeting by electronic communication, the Shareholder concerned should advise the Company thereof by no later than Friday, 22 August 2025 by submitting by email to Singular Financial Services (phuthumanathi@singularservices.co.za) the relevant contact details, as well as full details of the Shareholder's title to securities issued by the Company and proof of identity, in the form of a valid green bar-coded or smart card identification document issued by the South African Department of Home Affairs, a valid South African driver's licence or a valid passport and written confirmation from Singular Financial Services, confirming the Shareholder's title to the Shares. Upon receipt of the required information, the Shareholder concerned will be provided with a secure code and instructions to access the electronic communication during the General Meeting. Shareholders must note that access to the electronic communication will be at their expense.

3.4 **Approval at the Shareholders' Meeting**

The Disposal must be approved by a special resolution of those persons entitled to vote, in accordance with section 115(2)(a) of the Companies Act, at the Shareholders' Meeting, at which at least three Shareholders are present and sufficient persons are present to exercise, in aggregate, at least 25% of all the voting rights that are entitled to be exercised at the Shareholders' Meeting. In order to be approved, the special resolution in connection with the Disposal must be supported by at least 75% of voting rights exercised thereon.

The PN MOI Amendments must be approved by a special resolution, in accordance with section 65(11)(a) of the Companies Act and article 4 of the PN MOI, at the Shareholders' Meeting at which at least three Shareholders are present and sufficient persons are present to exercise, in aggregate, at least 0.05% of all the voting rights that are entitled to be exercised at the Shareholders' Meeting. In order to be approved, the special resolution in connection with the PN MOI Amendments must be supported by at least 75% of voting rights exercised thereon.

3.5 **Court approval**

Shareholders are advised that, in accordance with section 115(3) of the Companies Act, the Company may in certain circumstances not proceed to implement the special resolution required to approve a transaction, despite the fact that it will have been adopted at the Shareholders' Meeting, without the approval of the Court.

A copy of section 115 of the Companies Act pertaining to the required approval for the Disposal is set out in Annexe H to this Circular.

4. DISSENTING SHAREHOLDERS

A Shareholder who is eligible to vote at the Shareholders' Meeting is entitled to seek relief under section 164 of the Companies Act if that Shareholder notified the Company in advance in writing of its intention to oppose the special resolution in connection with the Disposal, was present at the Shareholders' Meeting, voted against the special resolution in connection with the Disposal and thereafter complied with the procedural requirements of section 164 of the Companies Act, which includes sending a demand to the Company as contemplated in section 164(5) of the Companies Act. An explanation of the shareholder appraisal rights is contained in paragraph 15 of this Circular.

If a Shareholder exercises its Appraisal Rights, then that Shareholder will have no further rights in respect of its Shares, other than to be paid their fair value as provided for in section 164(9) of the Companies Act. Accordingly, such a Shareholder will not be entitled to participate in the extraordinary dividend contemplated in paragraph 6.4, which will be declared by the Board following the Reorganisation. Further, Shareholders should take note of the Suspensive Condition set out in paragraph 9.1.4.

Extracts of sections 112, 115 and 164 of the Companies Act, pertaining to Appraisal Rights, are set out in Annexe G, Annexe H and Annexe I to this Circular.

TABLE OF CONTENTS

IMPORTANT DATES AND TIMES

The definitions on page 10 of this Circular apply, *mutatis mutandis*, to this section.

Record date to determine which Shareholders are entitled to receive the Circular (including the Notice of General Meeting) on	Thursday, 31 July 2025
Circular incorporating Notice of General Meeting posted to Shareholders and made available on the I-EX Website and the Counter Trading Page on	Monday, 4 August 2025
Online proxy voting opens on	Monday, 4 August 2025
Last day to trade in order to be eligible to speak and vote at, and participate in, the General Meeting by 17:00 on	Thursday, 21 August 2025
Record date to determine eligible Shareholders that may attend, speak and vote at the General Meeting on	Friday, 22 August 2025
Last date and time to register to participate electronically in the General Meeting by 11:00 on	Friday, 22 August 2025
For the purpose of effective administration, requested last date and time on and at which Forms of Proxy are to reach the Transfer Secretaries, by 11:00 on	Friday, 22 August 2025
General Meeting to be held at 12:30 (or, if later, immediately following the conclusion or adjournment of the AGM, which is scheduled to be held at 12:00 on the same date) on	Tuesday, 26 August 2025
Results of the General Meeting on the I-EX Website and the Counter Trading Page on	Tuesday, 26 August 2025
If special resolution number 2 is approved by Shareholders in the General Meeting, but 15% or more of the voting rights exercised thereon have been voted against special resolution number 2, then, within 5 Business Days after the vote, any Shareholder who voted against the resolution can require the Company to seek Court approval for the Disposal, as contemplated in terms of section 115(3)(a) of the Companies Act (see note 6 below). Such 5 Business Day period will end on	Tuesday, 2 September 2025
If special resolution number 2 is not unanimously approved by Shareholders in the General Meeting, then, within 10 Business Days after the vote, any Shareholder who voted against the resolution can apply to Court for the Disposal to go through a Court review process, as contemplated in terms of section 115(3)(b) of the Companies Act (see note 6 below). Such 10 Business Day period will end on	Tuesday, 9 September 2025
Last day for Phuthuma Nathi to give notice of adoption of special resolution number 2 to Shareholders which gave the Company a written notice of objection to special resolution number 2 in accordance with section 164(4) of the Companies Act on	Tuesday, 9 September 2025

Notes:

1. All dates and times set out in this Circular are subject to change, subject to the approval of the TRP, where such approval is required. Any change to the dates and times set out in this Circular will be announced by the Company on its website, on the I-EX Website and the Counter Trading Page.
2. All dates and times above and elsewhere in this Circular are South African Standard Time.
3. As noted above, for the purposes of effective administration, it is requested that Shareholders lodge, email or post the Form of Proxy so as to reach the Transfer Secretaries at or before 11:00 on Friday, 22 August 2025, provided that such form may nevertheless be emailed to the Transfer Secretaries at phuthumanathi@singularservices.co.za at any time prior to the commencement of the General Meeting.
4. If the General Meeting is adjourned or postponed, Forms of Proxy submitted for the General Meeting will remain valid in respect of the resumption of the adjourned meeting, and the recommencement of the postponed meeting.
5. Special resolution number 2, as set out in the Notice of General Meeting, is the resolution for the approval of the Disposal in terms of section 112 and 115 of the Companies Act.
6. Notwithstanding that special resolution number 2 may be approved by the requisite majority of voting rights of Shareholders exercised thereon in the General Meeting, section 115(3) of the Companies Act requires Court approval under certain conditions. If such Court approval is sought or required, all subsequent important dates and times might require amendment.

DEFINITIONS AND INTERPRETATION

In this Circular (including Annexe D and the Notice of General Meeting but excluding the other Annexures hereto), unless the context otherwise indicates, references to the singular include the plural and *vice versa,* words denoting one gender include the others, expressions denoting natural persons include juristic persons and associations of persons and *vice versa*, and the words in the first column hereunder have the meaning stated opposite them in the second column, as follows:

"**13th Avenue**"	13th Ave Investments Proprietary Limited, registration number 2022/718076/07, a private company incorporated in accordance with the laws of South Africa;
"**AGM**"	the 2025 annual general meeting of the Shareholders scheduled to be held at MultiChoice City, 144 Bram Fischer Drive, Ferndale, Randburg, South Africa at 12:00 (or, if later, immediately following the conclusion or adjournment of MCSAH's general meeting, which is scheduled to be held immediately before the AGMs) on Tuesday, 26 August 2025 (as may be adjourned);
"**Annexes**"	the annexes attached to this Circular;
"**Appraisal Rights**"	the rights afforded to Shareholders under section 164 of the Companies Act, as more fully detailed in paragraph 15, read with Annexe I to this Circular;
"**B-BBEE**"	broad-based black economic empowerment;
"**Board**"	the board of Directors of Phuthuma Nathi;
"**Business Day**"	any day other than a Saturday, a Sunday or an official public holiday in South Africa;
"**Call Centre**"	the Singular Financial Services Call Centre that can be contacted on 0860 116 226 and which operates from 07:00 to 18:00 on weekdays (excluding public holidays);
"**Canal+**"	Groupe Canal+ S.A.S, a French société par actions simplifiée registered with the Registre du Commerce et des Sociétés in Nanterre, France under number 420.624.777, which is a global media and entertainment company;
"**Circular**"	this bound document, dated 4 August 2025, including the Annexes hereto and incorporating the Notice of General Meeting, and the Form of Proxy;
"**Combination**"	the proposed combination of MCG with Canal+ as a result of the Mandatory Offer;
"**Companies Act**"	the Companies Act, 71 of 2008, as amended;
"**Companies Regulations**"	the Companies Regulations, 2011, promulgated in terms of section 223 of the Companies Act, as amended;
"**Company**" or "**Phuthuma Nathi**"	Phuthuma Nathi Investments (RF) Limited, registration number 2006/015187/06, a ring-fenced, public company with limited liability incorporated in accordance with the laws of South Africa, the ordinary shares of which are listed on the I-EX;
"**Competition Act**"	the Competition Act, 89 of 1998, as amended;
"**Competition Commission**"	the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Competition Act;
"**Competition Tribunal**"	the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Competition Act;
"**Counter Trading Page**"	the Phuthuma Nathi branded trading page on the I-EX Website;

"**Court**"	a South African court;
"**Director**" or "**Directors**"	a director, or directors, of the Company;
"**Disposal**"	the disposal by the Company of the PN Repurchase Shares to MCSAH as outlined in paragraph 6.2.1 in order to give effect to the PN Repurchase and Subscription;
"**ECA**"	Electronic Communications Act, 36 of 2005, as amended;
"**economic interest**"	has the meaning given in the codes of good practice applicable to MCG and LicenceCo published in terms of the Broad-Based Black Economic Empowerment Act, 53 of 2003, as amended or substituted from time to time, being a claim against an entity representing a return on ownership of the entity similar in nature to a dividend right, and, for the avoidance of doubt, any reference in this Circular to the economic interest in respect of the LicenceCo Shares includes the economic interest associated with the LicenceCo B Shares and the LicenceCo C Shares, which are subject to the notional vendor financed mechanic, and takes into account the nature of the benefits received by a shareholder in respect of LicenceCo Shares which are subject to the notional vendor financed mechanic;
"**FMA**"	the Financial Markets Act, 19 of 2012, as amended;
"**Form of Proxy**"	the form of proxy substantially set out in on page 71;
"**General Meeting**" or "**Shareholders**' **Meeting**"	the general meeting of Shareholders to be held at 12:30 (or, if later, immediately following the conclusion or adjournment of the AGM, which is scheduled to be held at 12:00 on the same date) on Tuesday, 26 August 2025 for the purposes of considering, and if deemed fit, passing, the Resolutions (or any postponement or adjournment thereof);
"**I-EX**"	the Integrated Exchange Proprietary Limited, registration number 2015/197820/07, a private company with limited liability incorporated in accordance with the laws of South Africa and licensed as a securities exchange under the FMA;
"**I-EX Website**"	the website of I-EX, being https://www.i-ex.co.za/;
"**IFRS**"	IFRS® Accounting Standards as issued by the International Accounting Standards Board;
"**Implementation Agreement**"	the agreement entered into between MCSAH, MCSA and LicenceCo on or about 1 August 2025, which governs the implementation of the Reorganisation;
"**Independent Auditor**"	Ernst & Young Incorporated, registration number 2005/002308/21, a limited liability company incorporated in accordance with the laws of South Africa;
"**Independent Board**"	an independent board of the Company, consisting of Mandla Langa, Peter John Zimri and Dipuo Pheuginia Pule, constituted in accordance with regulation 108 of the Takeover Regulations;
"**Independent Expert**"	BDO Corporate Finance Proprietary Limited, registration number 1983/002903/07, a private company incorporated in accordance the laws of South Africa, appointed as independent expert to provide advice to the Independent Board in relation to the Disposal, in accordance with the requirements of section 112 of the Companies Act and regulation 110(1) of the Takeover Regulations;
"**Independent Expert's Report**"	the report prepared by the Independent Expert in connection with the Disposal, in terms of regulations 90 and 110 of the Companies Regulations;
"**IPIC**"	Identity Partners Itai Consortium Proprietary Limited, registration number 2025/147904/07, a private company incorporated in accordance with the laws of South Africa;

"**Last Practicable Date**"	31 July 2025, being the last practicable date prior to the finalisation of this Circular;
"**LicenceCo**"	MultiChoice Proprietary Limited, registration number 1994/009083/07, a private company incorporated in accordance with the laws of South Africa;
"**LicenceCo A Shares**" or "**A Shares**"	the class "A" ordinary no par value shares of LicenceCo, having the preferences, rights, limitations and other terms as set out in the New LicenceCo MOI;
"**LicenceCo B Shares**" or "**B Shares**"	the class "B" ordinary no par value shares of LicenceCo, having the preferences, rights, limitations and other terms as set out in the New LicenceCo MOI;
"**LicenceCo C Shares**" or "**C Shares**"	the class "C" ordinary no par value shares of LicenceCo, having the preferences, rights, limitations and other terms as set out in the New LicenceCo MOI;
"**LicenceCo Ordinary Shares"**	ordinary no par value shares of LicenceCo, having the preference, rights, limitations and other terms as set out in the New LicenceCo MOI;
"**LicenceCo Shares**"	the LicenceCo A Shares, the LicenceCo B Shares, the LicenceCo C Shares and the LicenceCo Ordinary Shares;
"**Long Stop Date**"	the "Long Stop Date" as defined in the Mandatory Offer Combined Circular, as extended in accordance with the Mandatory Offer Combined Circular from time to time, or such other date as may be agreed to in writing by Phuthuma Nathi and MCSAH, provided that if the Mandatory Offer lapses, then the Long Stop Date shall instead be deemed to be the date on which the Mandatory Offer so lapses;
"**Mandatory Offer**"	the mandatory offer by Canal+ to shareholders of MCG in terms of section 123 of the Companies Act to acquire all of the remaining shares of MCG not already owned by Canal+, excluding treasury shares, as more fully detailed in the Mandatory Offer Combined Circular;
"**Mandatory Offer Combined Circular**"	the combined circular published by Canal+ and MCG in connection with the Mandatory Offer dated 4 June 2024;
"**MCG**"	MultiChoice Group Limited, registration number 2018/473845/06, a public company incorporated in accordance with the laws of South Africa and provider of video entertainment services;
"**MCG Group**"	MCG and its subsidiaries;
"**MCSA**"	MultiChoice South Africa Proprietary Limited, registration number 2007/029660/07, a private company incorporated in accordance with the laws of South Africa, and a wholly-owned subsidiary of MCSAH;
"**MCSAH** "	MultiChoice South Africa Holdings Proprietary Limited, registration number 2006/015293/07, a private company incorporated in accordance with the laws of South Africa (formerly named Main Street 443 Proprietary Limited), and which is the holding company of MCSA;
"**MCSAH Group**"	MCSAH and its subsidiaries;
"**MCSAH Shareholders Agreement**"	the amended and restated shareholders agreement entered into between the Company, MCSAH, MCSA and MCG on or about 1 August 2025;
"**MCSAH Shares**"	ordinary shares with a par value of R0.0001 each in MCSAH;
"**New Investor/s**"	13th Avenue and IPIC;
"**New LicenceCo MOI**"	the new memorandum of incorporation of LicenceCo, if the amendments proposed thereunder are approved by, and pursuant to, MCSA adopting the requisite amending resolutions, the salient details of which are set out in paragraph 11;

"**New LicenceCo Shareholders' Agreement**"	the shareholders' agreement entered into between LicenceCo, the Company, the New Investors, the Workers Trust and MCG on or about 1 August 2025;
"**NMSIS**"	NMS Insurance Services (SA) Limited, registration number 2005/026017/06, a public company incorporated in accordance with the laws of South Africa;
"**NMSIS Shares**"	all of the ordinary shares and A1 ordinary shares in the share capital of NMSIS that are held by LicenceCo;
"**Notice of General Meeting**"	the Notice Convening the General Meeting set out on page 68 of this Circular;
"**Orbicom**"	Orbicom Proprietary Limited, registration number 1993/004259/07, a private company incorporated in accordance with the laws of South Africa;
"**Orbicom Shareholders' Agreement**"	the shareholders agreement entered into between Orbicom, the Company and MCSA on or about 1 August 2025;
"**Orbicom Subscription Shares**"	25 ordinary par value shares of R1.00 each in the authorised share capital of Orbicom to be allotted and issued to the Company pursuant to the PN Repurchase and Subscription;
"**PN HoldCo Subscription Shares**"	90 000 000 MCSAH Shares, to be allotted and issued to the Company pursuant to the PN Repurchase and Subscription, which will constitute 25% of all the MCSAH Shares after it is issued;
"**PN MOI**"	the memorandum of incorporation of the Company;
"**PN MOI Amendments**"	the amendments to the PN MOI proposed by special resolution number 1 set out in the Notice of General Meeting, which amendments are set out in Annexe E to this Circular;
"**PN Non-NVF Subscription Shares**"	271 232 650 LicenceCo A Shares, to be allotted and issued to the Company pursuant to the PN Repurchase and Subscription;
"**PN NVF Subscription Shares**"	154 414 409 LicenceCo B Shares, to be allotted and issued to the Company pursuant to the PN Repurchase and Subscription;
"**PN Repurchase Price**"	the amount payable by MCSAH to the Company for the acquisition of the PN Repurchase Shares, being R8 790 000 000, which remains outstanding on loan account and is discharged as set out in Annexe D;
"**PN Repurchase and Subscription**"	the transactions contemplated by the PN Repurchase and Subscription Agreement, as more fully set out in paragraph 6.2 and paragraphs 1, 4.1, 5 and 9 of Annexe D:
"**PN Repurchase and Subscription Agreement**"	the agreement entered into between MCSAH, Orbicom, LicenceCo and Phuthuma Nathi on on or about 1 August 2025;
"**PN Repurchase Shares**"	90 000 000 MCSAH Shares, constituting 25% of all the MCSAH Shares;
"**Register**"	together, the uncertificated securities register administered and maintained by Singular Nominees which reflects the record of dematerialised Shares and the underlying beneficial interest of Shareholders in Shares;
"**Reorganisation**"	the carve-out of LicenceCo from the MCG Group pursuant to the series of sequential, inter-conditional transactions, which are summarised in Annexe D to this Circular;
"**Resolutions**"	the resolutions set out in this Circular and Notice of General Meeting, put forward to Shareholders to be considered and, if deemed fit, to adopt with or without modification thereat;
"**Shareholder**"	a holder of Shares, which includes, for the avoidance of doubt, beneficial holders of Shares who hold such shares through Singular Nominees as the legal holder;

"**Shares**"	the ordinary shares, with a par value of R0.0000001 in the authorised share capital of the Company;
"**Singular Financial Services**"	Singular Financial Services, a division of the Transfer Secretaries, being the designated Authorised User (as such term is defined in section 1 of the FMA), as appointed by Shareholders to provide brokerage services;
"**Singular Nominees**"	Singular Systems Nominees Proprietary Limited, registration number 2016/533249/07, a private company with limited liability incorporated in accordance with the laws of South Africa, being a Participant (as defined in the FMA) appointed by Shareholders for purposes of, and in regard to, dematerialisation of shares evidenced by physical documents of title into the Strate system, and related custody services and who, for purposes of the Company and its listing on I-EX, holds the Shares as legal owner and nominee for and on behalf of the Shareholders as beneficial holders of Shares;
"**South Africa**"	the Republic of South Africa;
"**Strate**"	an electronic settlement environment for transactions to be settled and transfer of ownership to be recorded electronically, operated by Strate Proprietary Limited, registration number 1998/022242/07, a private company with limited liability incorporated in accordance with the laws of South Africa, and a registered central securities depository in terms of the FMA and responsible for the electronic custody and settlement system used by I-EX;
"**Suspensive Conditions**"	the suspensive conditions to the PN Repurchase and Subscription set out in paragraph 9;
"**Takeover Regulations**"	the regulations published in terms of section 120 of the Companies Act, which form part of the Companies Regulations;
"**Transfer Secretaries**"	Singular System Proprietary Limited, registration number 2002/001492/07, a private company duly incorporated in accordance with the laws of South Africa;
"**TRP**"	the Takeover Regulation Panel established in terms of section 196 of the Companies Act;
"**Workers Trust**"	the trustees for the time being of the MultiChoice (Pty) Ltd Workers Trust, Master's reference number IT001591/2025(G), an *inter vivos* trust registered in accordance with the laws of South Africa; and
"**ZAR**" or "**R**"	South African Rand and cents, the lawful currency of South Africa.

PHUTHUMA NATHI

SHARE THE FUTURE

PHUTHUMA NATHI INVESTMENTS (RF) LIMITED

(Incorporated in the Republic of South Africa)
(Registration number 2006/015187/06)
Share Code: EXPN1
("**Phuthuma Nathi**" or the "**Company**")

Independent Board

Mandla Langa (Chair of the Independent Board)
Peter John Zimri
Dipuo Pheuginia Pule

CIRCULAR TO SHAREHOLDERS

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1. **INTRODUCTION**

1.1 Shareholders are referred to the following announcements released by the Company:

1.1.1 On 24 April 2024, the Company advised Shareholders that MCG and Canal+ had issued a joint announcement setting out the terms of the Mandatory Offer by Canal+ to acquire all of the issued ordinary shares of MCG not already owned by Canal+, excluding treasury shares.

1.1.2 On 4 June 2024, the Company informed Shareholders that, as a next step in the process, the Mandatory Offer Combined Circular, which provides additional details of the Mandatory Offer, had been issued.

1.1.3 On 2 October 2024, the Company advised that MCG and Canal+ had submitted a joint merger control filing to the Competition Commission and were engaging with the Independent Communications Authority of South Africa and other regulatory authorities as part of the process.

1.1.4 On 4 February 2025, the Company announced further details of the intended post-transaction structure of the MCG Group and the establishment of the Independent Board to review the formal proposals in connection with this post-transaction structure.

1.1.5 On 21 May 2025 and 23 July 2025, the Company notified Shareholders of the positive recommendation by the Competition Commission and the approval by the Competition Tribunal in respect of the Mandatory Offer, subject to conditions relating to public interest considerations.

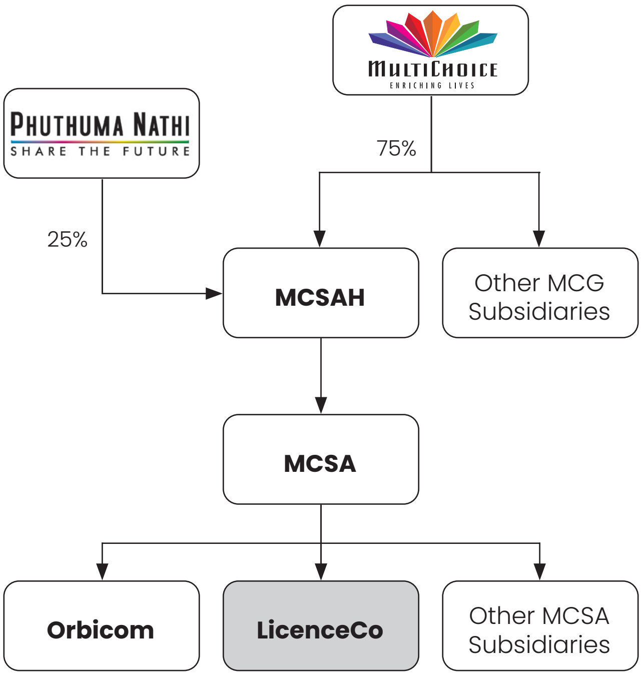
1.1.6 On 4 August 2025, the Company released an announcement regarding Phuthuma Nathi's participation in the Reorganisation.

1.2 The Company was established in 2006 as a B-BBEE vehicle to offer black South Africans the opportunity to own an indirect stake in MCSA, the leading video entertainment service in South Africa.

1.3 The Company and MCG, respectively, hold 25% and 75% of the issued share capital of MCSAH, which, in turn, holds the entire issued share capital of MCSA. MCSA, in turn, holds the entire issued share capital of LicenceCo. Accordingly, the Company has an effective 25% indirect shareholding in LicenceCo.

1.4 A simplified diagram of the MCSAH Group prior to the implementation of the Reorganisation is set out below:

Current Group Structure



1.5 Certain entities that are controlled by MCG in South Africa are subject to the applicable laws in the electronic communications sector that regulate foreign control of commercial broadcasting services. LicenceCo holds a commercial broadcasting licence issued in terms of the ECA. Section 64 of the ECA places certain restrictions on foreign entities in respect of "commercial broadcasting licensees" such as LicenceCo.

1.6 If the Mandatory Offer becomes unconditional, depending on the level of acceptances by the shareholders of MCG, Canal+ may acquire up to 100% of the issued ordinary shares in MCG, excluding treasury shares, through the Mandatory Offer. Accordingly, the Reorganisation is necessary to ensure compliance with the foreign control restrictions mentioned above following implementation of the Mandatory Offer.

1.7 As further described in this Circular, the terms of the Reorganisation seek to ensure Phuthuma Nathi's continued participation in MCSA and LicenceCo on a basis that is no less favourable (and in some instances more favourable) to Phuthuma Nathi than its existing shareholding interest in the MCSAH Group.

1.8 The Disposal, which is part of the Reorganisation, constitutes a disposal of all or the greater part of Phuthuma Nathi's assets or undertaking as contemplated in section 112 read with section 115 of the Companies Act, requiring the approval of Shareholders by way of a special resolution.

1.9 For further information on the Reorganisation, please see paragraphs 5 to 8 below.

2. PURPOSE OF THE CIRCULAR

2.1 The purpose of this Circular is therefore to:

2.1.1 provide Shareholders with information, as required in terms of the Companies Act;

2.1.2 provide Shareholders with further information regarding Phuthuma Nathi's participation in the Reorganisation, which include the PN MOI Amendments and the PN Repurchase and Subscription; and

2.1.3 convene the General Meeting in terms of the Notice of General Meeting at which, Shareholders will be required to consider, and if deemed fit, adopt the Resolutions.

2.2 Shareholders are encouraged to read this Circular in full to gain a comprehensive understanding of the matters and transactions contemplated herein.

3. **RATIONALE FOR THE MANDATORY OFFER**

3.1 If the Mandatory Offer becomes unconditional, depending on the level of acceptances by MCG shareholders, Canal+ may acquire up to 100% of the issued ordinary shares in MCG, excluding treasury shares, through the Mandatory Offer.

3.2 Whilst neither Phuthuma Nathi nor any of the Shareholders are directly party to the Mandatory Offer, following the Reorganisation, Phuthuma Nathi will retain, and in some instances increase, its interest in the relevant MCSAH Group entities and LicenceCo. The rationale for the Combination, and the expected benefits of the Combination for the MCSAH Group and LicenceCo, are therefore of relevance to Shareholders when considering the Reorganisation.

3.3 On 11 June 2025, MCG released its summary financial statements for the year ended 31 March 2025. This release included an executive review of the MCG Group's performance, which stated that:

3.3.1 the past two financial years had been a period of significant financial disruption for economies, corporates and consumers across sub-Saharan Africa due to challenging macro-economic factors. Such factors, combined with the impact of structural industry changes in video entertainment such as the rise of piracy, streaming services and social media, had materially affected the overall performance of the MCG Group;

3.3.2 during the preceding 24 months, the MCG Group had lost 2.8 million active linear subscribers and had to absorb a R10.2 billion negative impact on its topline due to local currency depreciation against the US dollar;

3.3.3 in the year ended 31 March 2025, MCG Group's overall revenue declined by R5.2 billion (9% year-on-year). Whilst the impact of this decline was partially offset by MCG Group's significant effort in delivering cost savings, the MCG Group's trading profit still declined by R3.8 billion (49% year-on-year). The MCG Group also benefited from an accounting gain on the sale of 60% of its share in its insurance business, NMSIS; and

3.3.4 in South Africa, high unemployment, low economic growth and the ongoing effect of power supply disruptions meant that the South African consumer remained under significant financial pressure with diminishing disposable income, which meant that many households had no choice but to discontinue their DStv subscriptions for the time being. Against this background, the business experienced an 8% year-on-year decline to seven million active subscribers. Over the past four years, MCSA had lost 1.2 million subscribers due to the impact of various factors such as a normalisation of TV-viewing activity post COVID-19, the impact of loadshedding and the challenging macro-economic circumstances.

3.4 In light of these factors, the Independent Board is of the view that, absent a strengthened operating base and robust capital resources, the overall prospects for the MCSAH Group and its shareholders (including Phuthuma Nathi, which currently holds 25% of MCSAH) are likely to continue to deteriorate, thereby eroding value and jeopardising future returns for Shareholders.

3.5 In the Mandatory Offer Combined Circular, Canal+ confirmed its vision for the Combination:

3.5.1 Canal+ has an ambition to build a global entertainment leader, with Africa at its heart, combining scale, complementary geographies, integrated and international reach with strong local roots. Africa's media and entertainment industry will continue to experience significant transformation as the continent rapidly adopts broadband and mobile internet, and a combined group would be better positioned to address key structural challenges and opportunities resulting from the progressive digitalisation and globalisation of the media and entertainment sector.

3.5.2 Canal+ believes that the competitive landscape for Africa's media and entertainment industry will continue to undergo profound changes as the continent rapidly adopts broadband and mobile internet. These changes increasingly allow international media companies and global over-the-top platforms to use their scale and resources to expand internationally beyond their existing markets, increasing their focus on Africa and thereby challenging local rivals, including MCG.

3.6 Based on its engagements with MCG, the Independent Board believes that the Combination represents a timely intervention to potentially avert the further decline of the value of Phuthuma Nathi's investment in the MCSAH Group. In particular, the Independent Board believes that, as a result of the Combination:

3.6.1 The Company will maintain, and indeed enhance, its strategic position as a shareholder in MCSAH Group's South African media and broadcasting assets.

3.6.2 MCSAH Group's ability to secure continuity of returns in the face of market disruption will be enhanced, thereby positioning Shareholders to benefit from the potential future growth of the business.

3.6.3 Shareholders should also benefit from greater stability and higher, more sustainable returns over time than would have been the case in the absence of the Combination.

4. **BENEFITS OF THE REORGANISATION FOR SHAREHOLDERS**

4.1 In addition to the potential benefits of the Combination for the MCSAH Group outlined in paragraph 3, the Reorganisation will also have a number of direct benefits for Phuthuma Nathi, further details of which are set out below.

4.2 The Reorganisation will result in an overall increase in the level of Phuthuma Nathi's shareholding in the MCSAH Group and LicenceCo, with no additional cash investment required from Phuthuma Nathi. As a result of the Reorganisation, as set out more fully in paragraphs 6 and 7, the Company's economic interest in: (i) LicenceCo will increase from 25% to up to 27%;[1] (ii) MCSAH will remain unchanged at 25%; and (iii) Orbicom will increase from 25% to 40%. MCSAH will continue to house many of the MCG Group's most prominent South African operations (including SuperSport, M-Net and the MCG Group's advertising business, DStv Media Sales), and Orbicom will continue to serve as the MCG Group's internal broadcasting-transmission service provider. LicenceCo will continue to retail and earn the subscription revenue from the DStv business in South Africa. Please refer to paragraph 5.2, which includes a simplified diagram showing the intended corporate structure upon implementation of the Reorganisation, including Phuthuma Nathi's shareholdings in the MCSAH Group and LicenceCo.

4.3 The Reorganisation will also result in better governance and improved transparency for Phuthuma Nathi and its Shareholders. In particular, as a result of the Reorganisation, for the first time:

4.3.1 LicenceCo will have a formalised dividend policy, which, when coupled with the financial underpinning from the commercial agreements that LicenceCo will enter into with the MCSAH Group as part of the Reorganisation, will benefit Phuthuma Nathi and therefore the Shareholders by creating a reliable and sustainable dividend flow.

4.3.2 MCG will no longer itself have any rights to appoint directors to the Board and, instead, directors will be elected by the Shareholders of Phuthuma Nathi in accordance with the provisions of the relevant company laws.

4.3.3 Phuthuma Nathi (acting through the Board) will have a right to appoint a director to the boards of each of LicenceCo, MCSAH and Orbicom.

4.3.4 LicenceCo will cease to be controlled by the MCSAH Group and Phuthuma Nathi will become the shareholder with the highest percentage of voting rights in LicenceCo (as outlined in paragraph 7).

4.3.5 LicenceCo will be majority owned by historically disadvantaged persons and workers.

4.4 Finally, if the Reorganisation is implemented, MCSAH will declare a further extraordinary dividend to its shareholders (namely Phuthuma Nathi and MCG), which will enable the Company, in turn, to declare an extraordinary dividend of R343.75 million (excluding any taxes) to Shareholders, equivalent to 25% of the dividend declared for the 2024 financial year. This is in addition to the annual dividend of R412.5 million (excluding any taxes) in respect of the 2025 financial year that was declared by the Company on 12 June 2025 (subject to shareholder approval at the AGM). Further information on the proposed extraordinary dividend is included in paragraph 6.4.

4.5 Taking into account the improved prospects for the MCSAH Group and the financial stability expected as a result of the Reorganisation and the Mandatory Offer, MCSAH has committed to the Board that it will declare the following annual dividends in respect of the 2026 and 2027 financial years, if both of those transactions are implemented:

4.5.1 in respect of the 2026 financial year, a dividend of at least R400 million, of which R100 million is attributable to Phuthuma Nathi, *pro-rated* for the portion of the financial year from the date on which the Mandatory Offer is implemented to the last day of the 2026 financial year (by way of example, if the Mandatory Offer is implemented on 1 October 2025, the dividend will be at least R200 million); and

4.5.2 in respect of the 2027 financial year, a dividend of at least R400 million, of which R100 million is attributable to Phuthuma Nathi.

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1 The direct benefit of this is an immediate increase in the right to receive dividends from LicenceCo from 25% to 25.2%, which will ultimately increase up to 27%. See paragraph 11.3.5.

4.6 These annual dividends will be declared at the appropriate time, after the end of the applicable financial year, subject only to compliance with (i) the requirements of the Companies Act and (ii) any contractual limits on making distributions, incurring debt and related covenants that apply to the MCSAH Group.

5. **OVERVIEW OF THE REORGANISATION AND POST-TRANSACTION STRUCTURE**

5.1 It is envisaged that, following the Reorganisation:

5.1.1 LicenceCo will continue to hold the subscription broadcasting licence in South Africa and will continue to contract with the South African subscribers of the business;

5.1.2 the remainder of MCSAH's content, advertising and other assets in South Africa will be housed in the MCSAH Group;[2]

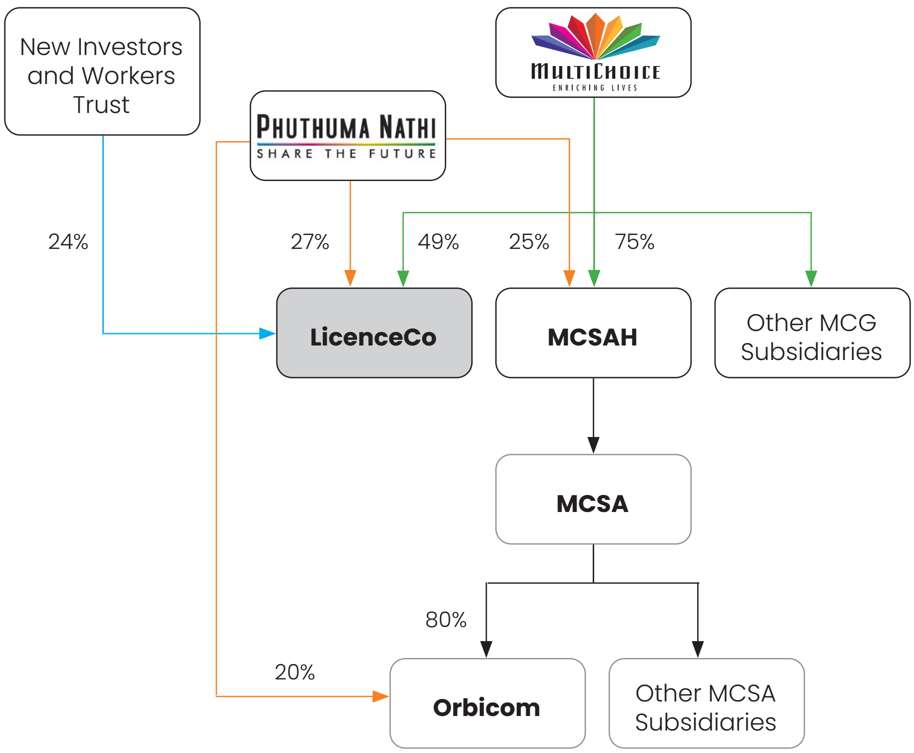
5.1.3 to ensure the continuity of operations and the sustainability of LicenceCo and MCSAH following implementation of the Mandatory Offer, LicenceCo will enter into a number of commercial arrangements with entities in the MCG Group. These arrangements will ensure that for the first five years whilst certain of these agreements remain in place, LicenceCo will maintain a 10% to 12% margin, which will be calculated in accordance with the relevant commercial agreements;

5.1.4 LicenceCo will be carved out of the MCSAH Group so that, following the Reorganisation, it will be an independent entity that is no longer controlled by MCG; and

5.1.5 for the first time in its history, LicenceCo will be majority owned by historically disadvantaged persons. Further details of the LicenceCo's shareholders are set out in paragraph 7.1 below.

5.2 A simplified diagram of the MCSAH Group and LicenceCo (which will cease to be part of the MCSAH Group) upon implementation of the Reorganisation is set out below:[3]

Post Transaction Group Structure



2 Certain businesses of MCG are not held through the MCSAH Group, including the relevant entities relating to the Showmax, Irdeto, KingMakers and Moment businesses and MultiChoice Africa Holdings, being the holding company of the various African broadcasting businesses.

3 The percentages in the diagram reflect the percentage of the economic interest in a company that is held by each of the shareholders.

6. **PHUTHUMA NATHI'S PARTICIPATION IN THE REORGANISATION**

6.1 On or about 1 August 2025, Phuthuma Nathi entered into the PN Repurchase and Subscription Agreement to give effect to the PN Repurchase and Subscription which forms part of the Reorganisation.

6.2 Subject to the fulfilment or waiver, as applicable, of the Suspensive Conditions, the PN Repurchase and Subscription Agreement will be implemented as follows:

6.2.1 Through the Disposal, MCSAH will repurchase the PN Repurchase Shares for the PN Repurchase Price in terms of section 48 of the Companies Act. The PN Repurchase Shares will be cancelled on repurchase and MCSAH will become a wholly owned subsidiary of MCG. The Disposal, which constitutes a disposal of all or a greater part of the Company's assets or undertaking as contemplated in section 112 (read with section 115) of the Companies Act.

6.2.2 After the conclusion of the Disposal, the Company will subscribe for shares in (and become a direct shareholder of) LicenceCo, Orbicom and MCSAH. LicenceCo, Orbicom and MCSAH will, in accordance with the terms of the PN Repurchase and Subscription, have sufficient authorised but unissued share capital available from which to issue the contemplated shares to the Company.

6.3 Upon implementation of the PN Repurchase and Subscription Agreement, as described above, Phuthuma Nathi will, among other things, become a direct shareholder of LicenceCo, MCSAH and Orbicom and will:

6.3.1 increase its economic interest in LicenceCo from 25% to 27%, as shown in the table in paragraph 7.1 below[4];

6.3.2 retain its 25% economic interest in MCSAH, which is the holding company of the MCSAH Group; and

6.3.3 increase its economic interest in Orbicom from 25% to 40% (being a 20% direct shareholding and a 20% indirect shareholding in Orbicom which will be held via Phuthuma Nathi's 25% direct shareholding in MCSAH).

6.4 MCSAH will declare and pay a further extraordinary cash dividend of R1.375 billion to its shareholders of which R343.75 million is attributable to Phuthuma Nathi. This dividend will be subject to the implementation of all the steps of the Reorganisation that precede the payment of this dividend. The Board will in turn declare a further extraordinary dividend of R343.75 million (excluding any taxes) to be paid to Shareholders, in addition to the annual dividend of R412.5million (excluding any taxes) in respect of the 2025 financial year that was declared on 12 June 2025 (subject to shareholder approval at the AGM). This additional dividend is equivalent to 25% of the dividend declared for the 2024 financial year. The extraordinary dividend of R343.75 million, when added to the annual dividend for financial year 2025 that was declared on 12 June 2025, will result in that dividend almost being doubled and will mean that the total dividends declared in 2025 increase from 30% to 55% of the annual dividend declared in 2024. As the extraordinary dividend will be paid after the implementation of the Reorganisation, the Shareholders who will be entitled to participate in the extraordinary divided are those who are registered in the register at the relevant date after the Reorganisation, which date will be announced in due course.

6.5 The full steps of the Reorganisation are set out in Annexe D.

7. **ADDITIONAL INFORMATION ON THE REORGANISATION**

7.1 The Reorganisation contemplates each of Phuthuma Nathi, the New Investors and the Workers Trust subscribing for shares in LicenceCo, as set out in paragraph 4 of Annexe D. Upon implementation of these subscriptions, the economic interest and voting rights of the shareholders of LicenceCo will be as follows:

Shareholder	**Class of Shares**	**Economic interest***	**Voting percentage#**
MCG	LicenceCo Ordinary Shares	49%	20.00%
Phuthuma Nathi	LicenceCo A Shares	17.2%	39.00%
	LicenceCo B Shares	9.8%	
13th Avenue	LicenceCo A Shares	1.3%	16.23%
	LicenceCo B Shares	8.2%	
IPIC	LicenceCo A Shares	1.3%	16.23%
	LicenceCo B Shares	8.2%	
Workers Trust	LicenceCo C Shares	5%	8.54%

* *Note: The economic interest referred to above includes the economic interest associated with the LicenceCo B Shares and the LicenceCo C Shares, which are subject to the notional vendor funding mechanic.*

\# *Note: The voting percentage referred to above arises from the application of the foreign control restriction and other qualifications to the voting rights of shareholders, as explained in paragraph 11.4.*

4 The direct benefit of this is an immediate increase in the right to receive dividends from LicenceCo from 25% to 25.2%, which will ultimately increase up to 27%. See paragraph 11.3.5.

7.2 LicenceCo, MCG, Phuthuma Nathi and the other proposed shareholders of LicenceCo have entered into the New LicenceCo Shareholders' Agreement which will become effective once the Reorganisation is implemented. The salient details of the New LicenceCo Shareholders' Agreement are set out in paragraph 11 below.

7.3 MCSA has given certain standard warranties to the New Investors and LicenceCo regarding the compliance with tax matters and material compliance with applicable law. In addition, MCSA has given certain contractual undertakings and protections regarding its cash and cash equivalents being greater than its debt when measured on or shortly before the implementation of the Reorganisation.

8. TIMING OF THE REORGANISATION

8.1 It is envisaged that certain steps in connection with the Reorganisation will be implemented once:

8.1.1 the regulatory approvals necessary to implement the Mandatory Offer (as set out in the Mandatory Offer Combined Circular) have been obtained (other than the approval of the Competition Tribunal, which does not yet unconditionally approve the Mandatory Offer as such approval is conditional on the Reorganisation being implemented);

8.1.2 each of the New Investors has finalised its arrangements with its funders so that it has sufficient funds to subscribe for the LicenceCo A Shares referred to in paragraph 7.1 (and such funding arrangements become unconditional);

8.1.3 certain other regulatory approvals (including the approval of the Prudential Authority) and third party consents (including the approval of the funders to the MCG Group) to implement the Reorganisation have been obtained or, if applicable, waived,

8.2 Given the matters referred to in paragraph 8.1. Shareholders will be informed by way of an announcement on the I-EX Website and the Counter Trading Page of the precise date of implementation of the Reorganisation.

9. SUSPENSIVE CONDITIONS TO THE PN REPURCHASE AND SUBSCRIPTION AGREEMENT

9.1 The implementation of the PN Repurchase and Subscription Agreement is subject to the fulfilment or waiver (to the extent permissible) of the following Suspensive Conditions by no later than the Long Stop Date:

9.1.1 the Implementation Agreement becoming unconditional in accordance with its terms, save for any condition relating to the PN Repurchase and Subscription Agreement becoming unconditional;

9.1.2 each of the Resolutions as contained in the Notice of General Meeting being approved in the General Meeting by the requisite majority of the votes exercised thereon by Shareholders;

9.1.3 to the extent required in terms of section 115(3) of the Companies Act, the Court granting its approval for the implementation of the Resolutions; and

9.1.4 the Company having not received a notice of objection, as contemplated in section 164(5)(a)(i) of the Companies Act, from any Shareholders.

9.2 The Suspensive Condition in paragraph 9.1.4 can be waived by MCSAH. The other Suspensive Conditions can be waived by agreement between the Company, MCSAH and the other parties to the PN Repurchase and Subscription Agreement.

9.3 In addition, it is a term of the PN Repurchase and Subscription Agreement that the PN Repurchase and Subscription will only be implemented if the TRP has issued, following the fulfilment or, where permitted, waiver of all the Suspensive Conditions, a compliance certificate to the Company in terms of section 119(4)(b) of the Companies Act on or before the Long Stop Date.

10. PROPOSED AMENDMENTS TO THE PN MOI

10.1 The PN MOI currently restricts the capacity of the Company to take certain actions by limiting the business of the Company to the holding of shares in MCSAH. For this reason, the Company is restricted from making any other investments or incurring any liabilities, save for specific liabilities related to its business of holding shares in MCSAH. This means that the Company is precluded from, among other things, taking certain actions necessary to give effect to the Reorganisation, including effecting the Disposal or taking up its investment in LicenceCo (through the subscription for the PN NVF Subscription Shares and the PN Non-NVF Subscription Shares) and in Orbicom (through the subscription for the Orbicom Subscription Shares) and in MCSAH (through the subscription for the PN Holdco Subscription Shares) unless the PN MOI is amended to remove these restrictions. The PN MOI Amendments include amendments to these restrictions to allow the Company to implement the Reorganisation and exercise its rights and comply with its obligations in relation to the transaction agreements to which it is party (including any matters reasonably necessary to give effect to the transaction).

10.2 The PN MOI currently grants MCG the right to (i) appoint two Directors to the Board in certain circumstances, (ii) approve the identity of any person becoming a Shareholder; and (iii) approve the form in which Shares are held (certificated or uncertificated). The PN MOI Amendments propose that these rights be forfeited by MCG. Following this change, the incumbent Directors who also serve on the MCG board will resign and the Board will embark upon a transparent process to reconstitute the Board (see paragraph 13 for more information).

10.3 In addition, the PN MOI currently includes a restriction prohibiting the Company from acquiring its own shares during its empowerment compliance period. The PN MOI Amendments propose the removal of this restriction.

10.4 The PN MOI Amendments will require approval by Shareholders holding at least 75% of the voting rights entitled to be exercised at a Shareholders' Meeting. Should the PN MOI Amendments not be approved by the requisite majority of Shareholders, the Disposal and by implication, the MCSAH Repurchase will not be able to proceed.

10.5 The PN MOI Amendments are set out in Annexe E.

11. DETAILS OF THE NEW LICENCECO MOI AND THE NEW LICENCECO SHAREHOLDERS AGREEMENT

11.1 The terms of the New LicenceCo MOI and New LicenceCo Shareholders' Agreement, which are described in further detail below, will ensure that LicenceCo is an independent entity with effect from completion of the Reorganisation, thereby complying with foreign control restrictions referred to in paragraph 1.5 above once the Mandatory Offer is implemented in accordance with its terms.

11.2 LicenceCo Shares: Classes

11.2.1 LicenceCo will issue four classes of shares, namely the LicenceCo Ordinary Shares, LicenceCo A Shares, LicenceCo B Shares and LicenceCo C Shares. The LicenceCo Ordinary Shares are the existing shares of LicenceCo and will entitle their holders to a 49% economic interest in LicenceCo. These shares will be held by MCG upon the implementation of the Reorganisation. The LicenceCo A Shares, B Shares and C Shares will be created as part of the Reorganisation and will be issued to Phuthuma Nathi, the New Investors and the Workers Trust. As a result of these issuances, for the first time, 51% of the economic interest in LicenceCo will be held by historically disadvantaged persons. The A Shares, B Shares and C Shares shall rank *pari passu* between each other as to economic interest.

11.2.2 The subscription in LicenceCo by Phuthuma Nathi and the New Investors will incorporate notional vendor funding ("**NVF**"), to be reflected in the terms of the B Shares. The subscription in LicenceCo by the Workers Trust will incorporate NVF, to be reflected in the terms of the C Shares. The B Shares and C Shares will give rise to differing percentages of a so-called "trickle" dividend, as detailed in paragraph 11.3.

11.3 LicenceCo Shares: Dividends, NVF and Trickle

11.3.1 Each shareholder's proportional entitlement to a LicenceCo dividend will be determined with reference to the economic interest attaching to all of its LicenceCo Shares. This is subject only to adjustment pursuant to the application of the terms of the NVF.

11.3.2 Until their NVF balances are settled, holders of LicenceCo B Shares will receive a 20% trickle dividend in respect of those Shares and holders of the LicenceCo C Shares will receive a 35% trickle dividend in respect of those Shares; the balance of 80% and 65% respectively will be notionally applied towards the reduction of the NVF balances on the B Shares and C Shares. The NVF therefore means that less cash will be paid out in respect of the distribution rights of the B Shares and C Shares until their respective NVF balances are extinguished.

11.3.3 Given that the NVF, including the associated outstanding balance, is notional, the amount of dividend (in cash) received by shareholders holding LicenceCo Ordinary Shares and A Shares is increased. Shareholders holding LicenceCo Ordinary Shares and A Shares will receive a proportional entitlement (*pro rata* to their economic interests) to the cash dividend amount that is not paid to Shareholders holding the B Shares and C Shares while the NVF balance is outstanding.

11.3.4 Practically, this will mean that Phuthuma Nathi will have the following dividend entitlements in respect of its interests in LicenceCo:

11.3.4.1 in respect of Phuthuma Nathi's B Shares, which will have an economic interest of 9.8%, it will receive a 20% trickle dividend in respect of each dividend declared by LicenceCo, being an amount equal to *circa* 1.96% of each dividend declared in LicenceCo; and

11.3.4.2 in respect of Phuthuma Nathi's A Shares, which will have an economic interest of 17.2%, Phuthuma Nathi will receive 17.2% of each dividend declared by LicenceCo, plus a further *circa* 6.05% in respect of the further cash available while there are outstanding NVF balances.

11.3.5 Accordingly, at the outset, Phuthuma Nathi will enjoy 25.2% of each LicenceCo dividend, which 25.2% will be paid in cash. Phuthuma Nathi's share of LicenceCo dividends will ultimately increase to an entitlement of 27% of each LicenceCo dividend once all NVF balances have been reduced to zero.

11.3.6 The NVF balances accrue a notional escalation at 75% of the prime rate (being the prime lending rate in South Africa being the benchmark interest rate at which commercial banks in South Africa lend money to the public, as determined by the South African Reserve Bank from time to time), compounded annually.

11.3.7 Upon the NVF balances reaching zero, the B Shares and C Shares will automatically convert into A Shares on a 1:1 basis.

11.3.8 Further information on the economic terms of the LicenceCo Ordinary Shares, A Shares, B Shares and C Shares is set out in Annexe F.

11.4 **LicenceCo Shares: Voting Rights**

11.4.1 Each LicenceCo Share will entitle its holder to such number of voting rights as is equal to the economic interest attributable to the share held by it. This is subject to two qualifications:

11.4.1.1 for so long as the foreign control restriction under the ECA is in force, foreign persons and foreign entities will not be entitled to exercise more than the relevant prescribed threshold of voting rights in LicenceCo; accordingly, when this qualification applies, the voting rights of the non-foreign persons and non-foreign entities that hold shares in LicenceCo will be scaled up *pro rata*. Practically, this will mean that the voting rights of MCG, which will be controlled by Canal+ and therefore a foreign entity for the purposes of the ECA, will be limited to 20% whilst the current ECA restrictions on foreign control are in force; and

11.4.1.2 each shareholder who is not a foreign person or foreign entity will not be entitled to exercise more than 39% of the voting rights, with any excess votes being reallocated *pro rata* to other shareholders who are likewise not foreign persons or foreign entities.

11.4.2 The proxy mechanism in respect of Phuthuma Nathi's votes at meetings of MCSAH shareholders, as set out in the PN MOI (in terms of which Phuthuma Nathi appoints the Shareholders as its proxies for the purposes of the Shareholders voting the MCSAH Shares held by Phuthuma Nathi at general meetings of MCSAH), will not apply in respect of the shares in LicenceCo.

11.5 **Board Composition**

11.5.1 The LicenceCo board will consist of seven directors, five of whom will be non-executive directors (including one independent chair), and two executives (being the chief executive officer and chief financial officer).

11.5.2 Each shareholder holding at least a 16% economic interest will be entitled to nominate one non-executive director (subject to a maximum limit of two). Practically, this will mean that MCG will be entitled to nominate two non-executive directors and Phuthuma Nathi one non-executive director. The fourth non-executive director will be nominated by 13th Avenue and IPIC.

11.5.3 All directors must be South African citizens, save for one director nominated by MCG. Any director nominated by Phuthuma Nathi and the New Investors must be a Black Person (as such term is defined in the B-BBEE legislation).

11.6 **Board Decision-Making and day-to-day management of LicenceCo**

11.6.1 A quorum at meetings of the board shall be at least five of the directors then appointed to the board, unless there are two or more vacancies, in which case the quorum at meetings shall be at least a majority of the directors then appointed to the board. For an adjourned meeting, those present shall constitute a quorum provided they are at least three in number.

11.6.2 Each director shall have one vote on a matter before the board. In order for a resolution of the board to be passed, a simple majority of votes exercised by the directors present and entitled to vote must be exercised in favour of the resolution.

11.6.3 The chairperson will not have a casting or second vote.

11.6.4 Save for certain prescribed matters, which will require oversight of the board, Management shall be responsible for the day-to-day management of LicenceCo and the approval of all matters that are in the ordinary course of business of LicenceCo.

11.7 **Shareholder Decision-Making**

11.7.1 A quorum at LicenceCo shareholders' meetings shall be at least three LicenceCo shareholders.

11.7.2 For an ordinary resolution to be passed, it must be supported by more than 50% of the voting rights exercised on the resolution; this is the same requirement as under the Companies Act.

11.7.3 For a special resolution to be passed, it must be supported by more than 60% of the voting rights exercised on the resolution.

11.8 **Shareholder Reserved Matters**

11.8.1 There will be two categories of so-called reserved matters, and where a decision (whether of the board or shareholders) is one relating to such a matter, it shall first require the prior written consent of the relevant shareholder(s) concerned.

11.8.2 "Qualifying Shareholder Matters": There will be a list of matters requiring the prior written consent of each "Qualifying Shareholder(s)"; these will be customary financial investor protections, aimed at preserving the value of the investment made by the shareholder(s) with the greatest economic interest; in this case, the consent of all shareholders with more than 30% economic interest in LicenceCo would be required for matters, among others, that relate to major financial decisions, material litigation, distribution policy changes, share buybacks, and amendments to the New LicenceCo MOI; and

11.8.3 "All Shareholder Matters": There will also be a list of matters requiring the prior written consent of each shareholder given their fundamental nature; in this case, the consent of each shareholder (including Phuthuma Nathi) would be required for:

11.8.3.1 any change to the distribution policy to reduce the intended distribution percentage that may be considered for distribution;

11.8.3.2 an issuance of securities other than in compliance with the pre-emption provisions in the New LicenceCo Shareholders' Agreement;

11.8.3.3 a voluntary winding up or deregistration of LicenceCo; and

11.8.3.4 any amendment to or replacement of the New LicenceCo MOI which would be materially prejudicial to a particular shareholder, the prior written consent of that shareholder.

11.9 **Distribution Policy**

11.9.1 The New LicenceCo Shareholders' Agreement will introduce a new distribution policy that will benefit its shareholders.

11.9.2 The policy will be for the LicenceCo board to declare dividends of at least 85% of LicenceCo's free cash flow on an annual basis, subject to full compliance with the requirements of the Companies Act, provided that, in the first five years after the Mandatory Offer whilst certain commercial arrangements between LicenceCo and the MCG Group remain in place, the policy will be to declare dividends of 100% of LicenceCo's free cash flow, if LicenceCo's margin, before any margin-related adjustment to the fees payable under certain commercial agreements, is below 10%.[5]

5 Through certain contractual agreements between MCSA and LicenceCo, MCSA will ensure that LicenceCo's margin will be between 10% and 12% in the first five years following implementation of the Reorganisation, provided that the relevant agreements remain in place.

11.9.3 Free cash flow will be LicenceCo's operating income (also known as EBIT) for the relevant financial year, as determined in accordance with IFRS consistently applied, adjusted as follows:

11.9.3.1 add back non-cash charges, including depreciation and amortisation;

11.9.3.2 subtract capital expenditures actually incurred during such period;

11.9.3.3 adjust for changes in working capital (excluding cash and cash equivalents);

11.9.3.4 subtract cash taxes paid; and

11.9.3.5 exclude all other non-cash items included in EBIT.

11.10 **Transfers of LicenceCo Equity**

11.10.1 Shareholders will be aware that Phuthuma Nathi is a so-called "ring-fenced" entity, in that the PN MOI includes strict restrictions on its capacity and powers. One such restriction is that Phuthuma Nathi cannot dispose of its MCSAH Shares because it would be inimical to its business being the holding of shares in MCSAH. For this reason, as detailed above at paragraph 9.3, the PN MOI will need to be amended to enable Phuthuma Nathi to partake in the Reorganisation; however, in keeping with the current purpose for which Phuthuma Nathi was created, namely to offer black South Africans the chance to own an indirect stake in MCSAH, this restriction would then equally apply with respect to Phuthuma Nathi's investments in LicenceCo and in the MCG Group, including MCSAH, and Orbicom (which will remain a subsidiary of MCSAH).

11.10.2 Accordingly, in keeping with the current restrictions applicable to Phuthuma Nathi, the New LicenceCo Shareholders' Agreement does not afford Phuthuma Nathi a right to sell or encumber its LicenceCo Shares, just as Phuthuma Nathi is not able to do so with its MCSAH shares.

11.10.3 The New Investors will be subject to a ten-year lock-up period on their LicenceCo Shares and loan accounts. During this period, they may not encumber or transfer their shares, subject to customary carve-outs for transfers to affiliates. An exit by the New Investors after the lock-up period will be subject to a pre-emption process in which they will be required to offer their shares to the holders of LicenceCo Ordinary Shares, on the same terms and there will be restrictions on sales to certain categories of so-called disqualified investors. The Workers Trust is not permitted to transfer any of the C Shares held by it, without the prior written consent of the holders of LicenceCo Ordinary Shares.

11.10.4 If LicenceCo shareholders holding at least 65% of the economic interest in LicenceCo wish to sell to a third-party, there will be a drag along mechanism through which the remaining shareholders, including Phuthuma Nathi, can be compelled to sell their shares on equivalent terms.

11.10.5 Furthermore, there will be a tag along right for the New Investors in circumstances where MCG wishes to sell an economic interest greater than 30% to a third party purchaser. For the reasons outlined in paragraph 11.10.1, Phuthuma Nathi will not be entitled to participate in these tag along provisions.

11.11 **Shareholder default**

Any material breaches by any of the B-BBEE shareholders of LicenceCo, including, among others, unauthorised transfers, reputational harm, loss of B-BBEE ownership status, or change in direct or indirect control (and in the case of Phuthuma Nathi, includes a breach by it and/or any of its shareholders or directors of the shareholders' agreement and/or memorandum incorporation of MCSAH) will constitute a shareholder default event, in which case, the holder of LicenceCo Ordinary Shares, MCG, will be permitted to enforce a forced buy-out of the defaulting shareholder's equity, potentially at a discounted fair value.

11.12 **New Share Issuances**

The New LicenceCo Shareholders' Agreement further provides for standard pre-emptive rights on new share issuances. New shares issuances will require the prior written consent of each LicenceCo shareholder with an economic interest of more than 30%. Once such consent is obtained, existing shareholders will be offered the opportunity to subscribe *pro rata* for new shares within their class.

12. **DETAILS OF THE MCSAH SHAREHOLDERS' AGREEMENT AND THE ORBICOM SHAREHOLDERS' AGREEMENT**

12.1 The MCSAH Shareholders' Agreement amends and restates the existing shareholders agreement between MCSAH and its shareholders to align the terms thereof, to the extent required, with (i) the PN MOI (taking into account the PN MOI Amendments), and (ii) the amendments to the memorandum of incorporation of MCSAH (as set out in the notice of the general meeting of shareholders of MCSAH issued to MCSAH shareholders on 4 August 2025). The MCSAH Shareholders' Agreement further amends the existing agreement to give effect to the direct appointment rights in paragraph 4.3.2 and to remove requirements related to the manner in which the MCSA board is constituted.

12.2 The terms of the Orbicom Shareholders' Agreement are based on and effectively replicate the existing governance arrangements and rights which Phuthuma Nathi enjoys with regard to MCSAH.

12.3 The salient terms of the Orbicom Shareholders' Agreement are described in further detail below.

12.3.1 **Board Composition**

12.3.1.1 The Orbicom board will consist of not more than 15 directors and not less than three directors.

12.3.1.2 Phuthuma Nathi will, for as long as it holds shares in Orbicom, be entitled to appoint, remove and replace one director. Practically, this will mean that MCSA will be entitled to appoint four directors and Phuthuma Nathi one director.

12.3.1.3 Any director appointed by Phuthuma Nathi must be a Black Person (as such term is defined in the B-BBEE legislation) and at least one such director must be a Black woman (as such term is defined in the B-BBEE legislation).

12.3.2 **Board decision-making and management of Orbicom**

12.3.2.1 A quorum at meetings of the board shall be at least 50% in number of the directors then appointed to the board. For an adjourned meeting, those present shall constitute a quorum.

12.3.2.2 Each director shall have one vote on a matter before the board. In order for a resolution of the board to be passed, a simple majority of votes exercised by the directors present and entitled to vote must be exercised in favour of the resolution.

12.3.2.3 The chairperson will not have a casting or second vote.

12.3.2.4 The board shall be responsible for the management of Orbicom and the approval of all matters that are in the ordinary course of business of Orbicom.

12.3.3 **Shareholder decision-making**

12.3.3.1 A quorum at Orbicom shareholders' meetings shall be at least two shareholders holding Orbicom shares representing more than 50% of the Orbicom shares, of which one must be MCSA.

12.3.3.2 For an ordinary resolution to be passed, it must be supported by more than 50% of the voting rights exercised on the resolution; this is the same requirement as under the Companies Act.

12.3.3.3 For a special resolution to be passed, it must be supported by 75% of the voting rights exercised on the resolution.

12.3.4 **Distribution policy**

Dividends will be declared at the discretion of, and at a rate and at such times as may be determined by, the Orbicom board, subject to the availability of distributable after-tax profits (after taking account of and paying all relevant expenses which are due and the working capital needs of the Orbicom).

12.3.5 **Transfers of Orbicom shares**

12.3.5.1 MCSA may encumber or sell its shares in Orbicom freely.

12.3.5.2 Phuthuma Nathi may not sell or encumber any of its shares in Orbicom without the written consent of MCSA.

12.3.5.3 If MCSA wishes to sell its shares in Orbicom to a *bona fide* third party, there will be a drag along mechanism through which the remaining shareholders, being Phuthuma Nathi, can be compelled to sell their shares on equivalent terms.

12.3.6 **Shareholder default**

If Phuthuma Nathi breaches certain provisions of the Orbicom Shareholders Agreement and fails to remedy that breach within 30 days of receiving written notice to do so or if MCG becomes entitled to exercise the call option granted to it in respect of Phuthuma Nathi's shares in MCSAH under the MCSAH Shareholders' Agreement, MCSA will be permitted to enforce a forced buy-out of Phuthuma Nathi's shares in Orbicom at a discounted fair value.

12.3.7 **Restraint**

Phuthuma Nathi undertakes to MCSA and Orbicom that, for so long as it holds any Orbicom shares and for a period of one year after it ceases to hold any Orbicom shares, it will not without the prior written consent of Orbicom directly or indirectly, within South Africa, compete with the business operations and commercial activities of Orbicom or enter into any transaction, arrangement, agreement or undertaking with any competitor of Orbicom, including the making of any investment in such competitor of Orbicom.

13. ADDITIONAL INFORMATION REGARDING THE RECONSTITUTION OF THE BOARD

13.1 Following the implementation of the Mandatory Offer:

13.1.1 MCG will no longer itself have any rights to appoint directors to the Board and, instead, Directors will be elected by the Shareholders of Phuthuma Nathi, in accordance with the provisions of the relevant company laws; and

13.1.2 each of the incumbent directors who also serve on the MCG board, namely Calvo Mawela, James du Preez and Kgomotso Moroka, will resign from the Board of Phuthuma Nathi.

13.2 Following the resignations referred to above, the Board will embark on a process to reconstitute the Board in accordance with the wishes of its Shareholders through a transparent process, consistent with principles of sound corporate governance, which will afford, among other things, all Shareholders an opportunity to nominate directors to the Board and to vote on persons ultimately proposed by the Board for appointment to the Board following the nomination process.

13.3 Following the completion of the process referred to in paragraph 13.2 above, the Board will determine who it wishes to nominate as its director to the board of each of LicenceCo, MCSAH and Orbicom in accordance with its rights under the relevant governance documents.

13.4 The structure presented to, and approved by, the Competition Tribunal in connection with the Mandatory Offer requires a number of directors of LicenceCo, including the director nominated by the Company, to be appointed to and to serve on the board of LicenceCo at the inception of the Reorganisation. Accordingly, it will be necessary for the Board to appoint an individual (who shall be independent of MCG) to serve as a director of LicenceCo for this purpose on an interim basis prior to the completion of the processes referred to in paragraphs 13.2 and 13.3. The appointment of such a directors is not intended and will not preclude the Board nominating a different individual once the processes referred to in paragraphs 13.2 and 13.3 have been completed.

14. RESOLUTIONS TO BE PROPOSED TO SHAREHOLDERS

The Board proposes the Resolutions for consideration, and if deemed fit, adoption, by Shareholders. The Resolutions are set out in the Notice of General Meeting.

15. SHAREHOLDER APPRAISAL RIGHTS

15.1 Section 164 of the Companies Act regulates shareholder appraisal rights. Special resolution 2 is the resolution contemplated in section 164(2)(b) (i.e. a resolution to enter into a transaction contemplated in section 112 of the Companies Act).

15.2 Shareholders who wish to exercise their rights in terms of section 164 of the Companies Act, by reason of the Company giving Notice of the General Meeting to consider adopting special resolution number 2, are required to give written notice to the Company prior to special resolution number 2 being voted on, and objecting to special resolution number 2. In this regard, Shareholders are referred to Annexe I.

15.3 If a Shareholder exercises its Appraisal Rights, then that Shareholder will have no further rights in respect of its Shares, other than to be paid their fair value as provided for in section 164 (9) of the Companies Act. Accordingly, such a Shareholder will not be entitled to participate in the extraordinary dividend contemplated in paragraph 6.4, which will be declared by the Board following the Reorganisation. Shareholders should further take note of the Suspensive Condition in paragraph 9.1.4.

16. **FINANCIAL INFORMATION PERTINENT TO THE DISPOSAL**

16.1 ***Pro forma* financial information of the Company**

16.1.1 The *pro forma* financial information of the Company is set out in Annexe B. The *pro forma* statement of financial position and the *pro forma* statement of profit or loss of the Company have been prepared for illustrative purposes only to show the *pro forma* financial effects of the Reorganisation, as required in terms of the Companies Regulations. Due to the nature of the *pro forma* financial information, the *pro forma* statement of financial position and the *pro forma* statement of profit or loss may not fairly present the financial position or results of operations of the Company that would have occurred if the Reorganisation had been effected on the dates indicated.

16.1.2 The *pro forma* financial information has been prepared using accounting policies that comply with IFRS accounting standards and that are consistent with those applied in the audited annual financial statements of Phuthuma Nathi for the year ended 31 March 2025. The *pro forma* financial information is presented in accordance with the Companies Regulations and the Guide on Pro Forma Financial Information issued by the South African Institute of Chartered Accountants. The *pro forma* financial information in Annexe B should be read in conjunction with the Independent Auditor's assurance report on the compilation of the *pro forma* financial information in Annexe C.

16.1.3 The Board is responsible for the preparation of the *pro forma* financial information.

16.1.4 It has been assumed for purposes of the *pro forma* financial information that the Reorganisation took place with effect from 31 March 2025 for purposes of the *pro forma* statement of financial position and 1 April 2024 for the purposes of the *pro forma* statement of profit or loss.

16.2 **Audited financial statements of the Company**

The audited annual financial statements of the Company for the three financial years ended 31 March 2025, 31 March 2024 and 31 March 2023, along with their respective audit opinions can be obtained from the Company's website (https://www.phuthumanathi.co.za/financial-reporting.php) and will also be available for inspection as set out in paragraph 24. Ernst & Young Incorporated was the auditor of the Company for the two years ended 31 March 2025 and 31 March 2024 and PricewaterhouseCoopers Incorporated was the auditor of the Company for the year ended 31 March 2023.

17. **DIRECTORS' INTERESTS**

The Directors' interests in the Shares as at the Last Practicable Date are set out below:

Name	**Number of Shares held (2024)**	**Number of Shares held (2023)**
Mandla Langa	3 000	4 582
Calvo Phedi Mawela	4 000	4 000
James Hart du Preez	-	-
Kgomotso Ditsebe Moroka	-	-
Peter John Zimri	-	-
Dipuo Pheuginia Pule	-	-
Total	**7 000**	**8 582**

No other Director (and their associates), including any former Directors who have resigned or retired during the past 18 (eighteen) months, held any interest both directly or indirectly in the issued share capital as at the Last Practicable Date.

18. **OPINIONS AND RECOMMENDATION**

18.1 **Independent Expert's Report**

18.1.1 The Independent Expert's Report, prepared in accordance with the provisions of the Companies Act and the Companies Regulations, is reproduced in Annexe A to this Circular.

18.1.2 Having considered the terms and conditions of the Disposal and based on the information referred to in the Independent Expert's Report, the Independent Expert has concluded that the terms and conditions of the Disposal are fair to Phuthuma Nathi and its Shareholders, and are reasonable from the perspective of Phuthuma Nathi and its Shareholders.

18.2 **Independent Board opinion and recommendations**

18.2.1 For the purposes of reaching its own opinion regarding the Disposal as contemplated in regulation 110(3)(b) of the Takeover Regulations, the Independent Board has relied on the valuations performed by the Independent Expert.

18.2.2 The Independent Board is not aware of factors that are difficult to quantify, or are unquantifiable, that need to be taken into account in forming its opinion, save as set out in paragraphs 3 and 4 or otherwise as set out in the Independent Expert Report.

18.2.3 The Independent Board has considered the terms and conditions of the Disposal and material information relevant to the Disposal, and, after due consideration of the Independent Expert's Report, is of the unanimous opinion that the Disposal is fair and reasonable to Shareholders. Accordingly, the Independent Board unanimously recommends that Shareholders vote in favour of the Resolutions set out in the Notice of General Meeting.

19. **VOTING UNDERTAKINGS**

The Company has received letters of support from Shareholders holding, beneficially owning or controlling in total 14.86% of the Shares, to vote in favour of the Resolutions as follows:

Shareholder	**Number of Shares held on the date of provision of the letter of support**	**% of Shares held on the date of provision of the letter of support**
Letters of support		
Kagiso Venture Capital Proprietary Limited	4 028 987	5.97%
Unipalm International SA Proprietary Limited	1 439 360	2.13%
Zazi PN SPV Proprietary Limited	1 000 000	1.48%
K2014261124 South Africa (RF) Limited	960 412	1.42%
PN 109 (RF) Proprietary Limited	765 960	1.13%
PN 111 Proprietary Limited	667 279	0.99%
PN Corevision Proprietary Limited	377 300	0.56%
PN Corevision 2 Proprietary Limited	358 621	0.53%
Ata Investments Proprietary Limited	295 485	0.44%
Newshelf 1221 Proprietary Limited	141 277	0.21%
Total	1 034 681	14.86%

To the best of the knowledge of the Independent Board, there have been no dealings in Shares by any of the Shareholders who have given letters of support within the 6 months preceding the date of issue of this Circular.

To the best of the knowledge of the Independent Board, none of the Shareholders who have given letters of support have any direct or indirect interests in MCSAH, other than their indirect interest pursuant to their shareholding in the Company as set out above.

20. **CONSENTS**

20.1 Each of the Company's advisors, whose names appear on the inside front cover of this Circular, have consented in writing to act in the capacities stated and to their names appearing in this Circular and has not withdrawn its consent prior to the Last Practicable Date.

20.2 The Independent Expert and the Independent Auditor have each consented to the inclusion of their reports in this Circular in the form and context in which they have been reproduced in this Circular in Annexe A, Annexe B and Annexe C which consent has not been withdrawn prior to the issue of this Circular. The Independent Expert and the Independent Auditor have each confirmed that the contents of the Circular are not contradictory to the information contained in their respective reports.

21. **RESPONSIBILITY STATEMENTS**

21.1 **Independent Board Responsibility Statement**

The Independent Board:

21.1.1 accepts responsibility for the information contained in this Circular;

21.1.2 certifies that, to the best of its knowledge and belief, the information contained in this Circular relating to the Company is true and correct; and

21.1.3 certifies that, to the best of its knowledge and belief, the Circular does not omit anything likely to affect the importance of such information.

22. **GENERAL MEETING AND REQUIRED ACTION**

22.1 The General Meeting will be held on Tuesday, 26 August 2025 for Shareholders to consider and, if deemed fit, adopt, with or without modification, the Resolutions. This is the same date as the Company's AGM. The General Meeting will start at 12:30 (or, if later, immediately following the conclusion or adjournment of the AGM, which is scheduled to be held at 12:00 on the same date).

22.2 Shareholders will be able to access the General Meeting electronically via an electronic facility. More information in this regard is provided in the section entitled "*Action required by Shareholders*" commencing on page 4 of this Circular and in the Notice of General Meeting.

22.3 The Notice of General Meeting is attached to and forms part of this Circular. A Form of Proxy is also included with this Circular for use by Shareholders who, while being unable to participate in the General Meeting may nevertheless wish to be represented thereat. Such persons are requested to complete and to return the Form of Proxy in accordance with its instructions.

22.4 Shareholders are advised to carefully read both the "*Action required by Shareholders*" section commencing on page 4 of this Circular and the Notice of General Meeting for information on the procedure to be followed by Shareholders in order to participate and to exercise their voting rights in respect of the Resolutions at the General Meeting.

22.5 The quorum requirement for the General Meeting to begin or for a matter to be considered at the General Meeting is at least three Shareholders present in person and entitled to vote on the Resolutions. In addition:

22.5.1 the General Meeting may not begin until sufficient persons are present or represented by proxy to exercise, in aggregate, at least 0.05% of all the voting rights that are entitled to be exercised in respect of the Resolutions;

22.5.2 the special resolutions in connection with the Disposal may not begin to be considered unless sufficient persons are present or represented by proxy to exercise, in aggregate, at least 25% of all the voting rights that are entitled to be exercised in respect of those special resolutions; and

22.5.3 the remaining Resolutions may not begin to be considered unless sufficient persons are present or represented by proxy to exercise, in aggregate, at least 0.05% of all the voting rights that are entitled to be exercised in respect of the remaining Resolutions.

23. **GOVERNING LAW**

This Circular and the Disposal will be governed by, and construed in accordance with, the laws of South Africa, and will be subject to the exclusive jurisdiction of the South African courts.

24. DOCUMENTS AVAILABLE FOR INSPECTION

24.1 The documents listed below, or copies thereof, will be available for inspection by the Shareholders from 4 August 2025 being the issue date of this Circular, up to and including the date of the General Meeting from the registered office of the Company and the Transfer Secretaries, during office hours at the address set out in the "*Corporate information and advisors*" section of this Circular:

24.1.1 a signed copy of this Circular (*available in English only*);

24.1.2 a copy of the PN MOI with the proposed PN MOI Amendments highlighted;

24.1.3 the PN Repurchase and Subscription Agreement;

24.1.4 the Implementation Agreement and the agreements referred to in the Implementation Agreement;

24.1.5 the MCSAH Shareholders' Agreement;

24.1.6 the New LicenceCo MOI and New LicenceCo Shareholders' Agreement;

24.1.7 the memorandum of incorporation of Orbicom and the Orbicom Shareholders' Agreement;

24.1.8 the Independent Expert's Report in respect of the Disposal, as set out in Annexe A;

24.1.9 the Independent Auditor's assurance report on the compilation of the *pro forma* financial information, as set out in Annexe C;

24.1.10 the audited financial statements of the Company for the financial years ended 31 March 2025, 31 March 2024, and 31 March 2023, including the respective audit opinion thereto;

24.1.11 the letter issued by the TRP approving this Circular in terms of Regulation 117 of the Takeover Regulations;

24.1.12 a signed copy of each of the letters of support referred to in paragraph 19 above; and

24.1.13 a signed copy of each of the consent letters referred to in paragraph 20 above.

25. INCORPORATION BY REFERENCE

The Circular and the audited annual financial statements (as contemplated in paragraph 16.2) referenced in this Circular may be accessed from the website at www.phuthumanathi.co.za. In accessing and utilising the Company's website, it is important to note that the Company makes available such information purely for use by, and convenience of the Shareholders and for no other purposes and, accordingly, accepts no responsibility for the use of any such information by any other person for any other purpose.

By order of the Independent Board

Phuthuma Nathi Investments (RF) Limited

Mandla Langa
Chairman

(Being duly authorised hereto to sign this Circular for and on behalf of each and every Director in accordance with a round robin resolution of the Independent Board signed by each and every Director)

4 August 2025

Registered Office:

MultiChoice City
144 Bram Fischer Drive Ferndale
Randburg
South Africa, 2190

INDEPENDENT EXPERT'S REPORT

Tel:	+27 011 488 1700	**Physical address**	**Postal address**
Web:	www.bdo.co.za	52 Corlett Drive	Private Bag X5
		Wanderers Office	Northlands
		2196	2196

The Independent Board of Directors
Phuthuma Nathi Investments (RF) Limited
MultiChoice City
144 Bram Fischer Drive
Ferndale, Randburg
Johannesburg
2194

4 August 2025

Dear Sirs/Mesdames

REPORT OF THE INDEPENDENT EXPERT ON THE PROPOSED DISPOSAL BY THE COMPANY OF THE PN REPURCHASE SHARES TO MCSAH IN TERMS OF SECTION 112 (READ WITH SECTION 115) OF THE COMPANIES ACT TO GIVE EFFECT TO THE PN REPURCHASE AND SUBSCRIPTIONS

Introduction

Holders of ordinary shares, with a par value of R0.0000001 in the authorised share capital of Phuthuma Nathi Investments (RF) Limited ("**Phuthuma Nathi**" or the "**Company**") ("**Shares**") ("**Shareholders**") are referred to the announcements released by the Company, on:

- 24 April 2024, the Company advised Shareholders that MultiChoice Group Limited ("**MCG**") and Canal+ S.A., a French société par actions simplifiée ("**Canal+**"), had issued a joint announcement setting out the terms of the mandatory offer by Canal+, in terms of section 123 of the Companies Act, 71 of 2008 as amended ("**Companies Act**"), to acquire all of the issued ordinary shares of MCG not already owned by Canal+, excluding treasury shares, as more fully detailed in the combined circular published by Canal+ and MCG to in connection with the Mandatory Offer dated 4 June 2024 ("**Mandatory Offer Combined Circular**") ("**Mandatory Offer**");
- 4 June 2024, the Company informed Shareholders that, as a next step in the process, the Mandatory Offer Combined Circular, which provides additional details of the Mandatory Offer, had been issued;
- 2 October 2024, the Company advised that MCG and Canal+ had submitted a joint merger control filing to the South African Competition Commission and were engaging with the Independent Communications Authority of South Africa and other regulatory authorities as part of the process;
- 4 February 2025, the Company announced further details of the intended post-transaction structure of the MCG Group and the establishment of the independent board of the Company, consisting of Mandla Langa, Peter John Zimri and Lerato Dipuo Pheuginia Pule, constituted in accordance with regulation 108 of the regulations published in terms of section 120 of the Companies Act which form part of the Companies Regulations ("**Takeover Regulations**") ("**Independent Board**") to review the formal proposals in connection with this post-transaction structure;
- 21 May 2025 and 23 July 2025, the Company notified Shareholders of the positive recommendation by the South African Competition Commission and the approval by the South African Competition Tribunal in respect of the Mandatory Offer, subject to conditions relating to public interest considerations; and
- 4 August 2025, the Company released an announcement regarding the Company's participation in the Reorganisation with respect to the disposal by the Company of the ordinary shares with a par value of R0.0001 each in MultiChoice South Africa Holdings Proprietary Limited ("**MCSAH**") ("**MCSAH Shares**"), constituting 25% of all the MCSAH Shares ("**PN Repurchase Shares**") to MCSAH ("**Disposal**").

On 4 June 2024, Canal+ and MCG posted the Mandatory Offer Combined Circular thereby giving effect to a mandatory offer by Canal+ to the shareholders of MCG to acquire all of the remaining shares of MCG not already owned by Canal+, excluding treasury shares, in terms of section 123 of the Companies Act.

If the Mandatory Offer becomes unconditional, depending on the level of acceptances by MCG shareholders, Canal+ may acquire up to 100% of the issued ordinary shares in MCG, excluding treasury shares, through the Mandatory Offer.

Certain entities that are controlled by MCG in South Africa are subject to the applicable laws in the electronic communications sector that regulate foreign control of commercial broadcasting services. MultiChoice Proprietary Limited ("**LicenceCo**") holds a commercial broadcasting licence issued in terms of the Electronic Communications Act, 36 of 2005, as amended ("**ECA**"). Section 64 of the ECA places certain restrictions on foreign entities in respect of "commercial broadcasting licencees" such as LicenceCo.

On 4 February 2025, Canal+ and MCG jointly announced that MCG and Canal+ had concluded their discussions regarding the intended post-transaction structure of MCG and its subsidiaries ("**MCG Group**"), pursuant to which an agreement was concluded between MCSAH, Orbicom Proprietary Limited ("**Orbicom**"), LicenceCo and Phuthuma Nathi on or about 1 August 2025 ("**PN Repurchase and Subscription Agreement**") which will result in the carve-out of LicenceCo from the MCG Group pursuant to the series of sequential, inter-conditional transactions (together the "**Reorganisation**") the details of which are set out in Annexe D to this Circular.

It is envisaged that, following the Reorganisation:

- LicenceCo will continue to hold the subscription broadcasting licence in South Africa and will continue to contract with the South African subscribers of the business;
- the remainder of MCSAH's content, advertising and other assets in South Africa will be housed in MCSAH and its subsidiaries ("**MCSAH Group**") ("**Remaining South Africa Group**");
- to ensure the continuity of operations and the sustainability of LicenceCo and MCSAH following implementation of the Mandatory Offer, LicenceCo will enter into a number of commercial arrangements with entities in the MCG Group. These arrangements will ensure that for the first five years whilst certain of these agreements remain in place, LicenceCo will maintain a 10% to 12% margin, which will be calculated in accordance with the relevant commercial agreements;
- LicenceCo will be carved out of the MCSAH Group so that, following the Reorganisation, it will be an independent entity that is no longer controlled by MCG; and
- for the first time in its history, LicenceCo will be majority owned by historically disadvantaged persons.

The authorised and issued share capital of Phuthuma Nathi as at 1 August 2025, being the last practicable date prior to the finalisation of the Circular ("**Last Practicable Date**") is set out below, which represents Phuthuma Nathi's securities affected by the Disposal:

Authorised	
90 000 000 ordinary shares of R0.0000001 each	*
Issued	
67 500 000 ordinary shares of R0.0000001 each	*
Share premium	2 814 075

**Amount less than R1 000*

The material interests of the directors are set out in section 16 of the Circular and the effect of the Disposal on those interest and persons are set out in this section of the Circular. A copy of section 115 and section 164 of the Companies Act is set out in Annexure 2 of the Circular.

Independent Expert Report required in respect of the Disposal

The Disposal constitutes the disposal of a greater part of the assets or undertaking of the Company in terms of section 112 of the Companies Act. The Disposal constitutes an "affected transaction" as defined in section 117(1)(c)(i) of the Companies Act, which is subject to the provisions of the Companies Regulations. In terms of Regulation 90(1)(a) (as read with section 114(2) and section 114(3) of the Companies Act), the Independent Board is required to retain an independent expert to provide an independent expert report (in the form of a fair and reasonable opinion) as to how the Disposal affects all holders of securities in Phuthuma Nathi and whether the proposed terms and conditions of the Disposal are fair and reasonable insofar as Shareholders are concerned (the "**Independent Expert Report**").

BDO Corporate Finance Proprietary Limited ("**BDO Corporate Finance**") has been appointed as the independent expert by the Company, acting through the Independent Board, to assess the terms and conditions of the Disposal as required in terms of section 114 of the Companies Act and regulations 90 and 110 of the Companies Regulations which will be provided for the sole purpose of assisting the Independent Board in forming and expressing an opinion on the Disposal for the benefit of the Shareholders, and for distribution of the opinion to Shareholders pursuant to the requirements of the Companies Act.

Responsibility

Compliance with the Companies Act and the Companies Regulations is the responsibility of the Independent Board. Our responsibility is to report to the Independent Board on whether the terms and conditions of the proposed Disposal are fair and reasonable to Shareholders and to advise in relation to the matters specified in section 114(3) of the Companies Act and regulations 90 and 110 of the Companies Regulations.

Definition of the terms "fair" and "reasonable" applicable in the context of the Disposal

The "fairness" of a transaction is based on quantitative issues. A transaction will generally be considered to be fair to a company's shareholders if the benefits received, as a result of the transaction, are equal to or greater than the value given up.

As the Disposal is part of a series of sequential, inter-conditional transactions, we have considered the impact of the Reorganisation in its entirety in arriving at our conclusion. The Disposal will be considered fair if the fair value attributable to Shareholders after the Disposal and Reorganisation as whole ("**Post-Reorganisation Fair Value**") is equal to or more than the fair value attributable to Shareholders before the Disposal and Reorganisation as whole ("**Pre-Reorganisation Fair Value**") and not fair if the Post-Reorganisation Fair Value is less than the Pre-Reorganisation Fair Value.

An assessment of reasonableness is generally based on factors other than quantitative considerations.

Details and sources of information

In arriving at our opinion, we have relied upon the following principal sources of information:

- execution versions of the term sheets of the various commercial agreements in relation to services currently provided to LicenceCo by other members of the MCG Group;
- Transaction Structure Memorandum outlining the steps of the Reorganisation, prepared by MCG's advisors;
- the terms and conditions of the Disposal, as set out in the Circular;
- the rationale for the Disposal;
- audited annual financial statements of MCG, LicenceCo and the Company for the financial years ended 31 March 2022, 2023, 2024 and 2025;
- year-to-date management accounts of MCSAH Group for the twelve months ended 31 March and three months ended 30 June 2025;
- budget and forecast financial information for MCSAH Group prepared by the management of MCSAH Group for the financial years ending 31 March 2026 to 31 March 2030;
- budget and forecast financial information for LicenceCo and Remaining South Africa Group prepared by the management of LicenceCo and Remaining South African Group for the financial years ending 31 March 2026 to 31 March 2030;
- discussions with executive management and directors of MCSAH Group, LicenceCo and Remaining South African Group (collectively referred to as the "**Operating Entities**") regarding the historic and forecast financial information of the respective entities;
- discussions with executive management and directors of MCSAH Group, LicenceCo and Remaining South African Group on prevailing market, economic, legal and other conditions in the Media, Broadcasting, Pay Television sector which may affect underlying value;
- publicly available information relating to the Media, Broadcasting, Pay Television sector industry in general; and
- publicly available information relating to MCG that we deemed to be relevant, including announcements, media articles and analyst presentations.

Procedures

In arriving at our opinion, we have undertaken the following procedures and taken into account the following factors in evaluating the fairness and reasonableness of the Disposal:

- reviewed the terms and conditions of the Disposal;
- reviewed the audited and unaudited financial information related to the Operating Entities, as detailed above;
- held discussions with executive management and directors of the Operating Entities and considered such other matters as we consider necessary, including assessing the prevailing economic and market conditions and trends;
- reviewed and obtained an understanding from management as to the forecast financial information of the Operating Entities. Considered the forecast cash flows and the basis of the assumptions therein including the prospects of each Operating Entity. This review included an assessment of the recent historical performance to date as well as the reasonableness of the outlook assumed based on discussions with the executive management and directors of the Operating Entities and assessed the achievability thereof by considering historical information as well as macro-economic and sector-specific data;
- determined the Pre-Reorganisation Fair Value and the Post-Reorganisation Fair Value as detailed further in the '**Valuation approach**' section below;
- evaluated the relative risks associated with the Operating Entities and the sectors in which the Operating Entities operate;
- held discussions with the executive directors and management of the Operating Entities as to the Operating Entities' long-term strategies and the rationale for the Disposal and considered such other matters as we considered necessary, including assessing the prevailing economic and market conditions and trends in the sectors in which the Operating Entities operate as well as the rationale set out in the Circular;
- considered certain publicly available information relating to the Operating Entities and the sectors in which the Operating Entities operate that we deemed relevant, including Company announcements and media articles; and
- performed such other studies and analyses as we considered appropriate and have taken into account our assessment of general economic, market and financial conditions and our experience in other transactions, as well as our experience in securities valuation and knowledge of the sectors in which the Operating Entities operate generally.

Assumptions

We arrived at our opinion based on the following assumptions:

- that all documents intended to have binding force that have been or will be issued or adopted in terms of the Disposal are or will be legally enforceable as against the relevant parties thereto;
- that the Disposal will have the legal, accounting and taxation consequences described in the Circular and discussions with, and materials furnished to us by representatives and advisors of Phuthuma Nathi; and
- that reliance can be placed on the financial information of the Operating Entities.

Key qualitative considerations

In arriving at our opinion, we have considered, in addition to the procedures referred to above, other key factors, which are set out below:

- The rationale for the Disposal as set out in the Circular in paragraph 3.

Appropriateness and reasonableness of underlying information and assumptions

We satisfied ourselves as to the appropriateness and reasonableness of the information and assumptions employed in arriving at our opinion by determining the extent to which representations from management of Operating Entities were confirmed by documentary evidence as well as our understanding of Operating Entities and the economic environment in which the businesses operate.

Limiting conditions

This Independent Expert Report has been given to the Independent Board for the sole purpose of assisting the Independent Board in forming and expressing an opinion for the benefit of the Shareholders. The Independent Expert Report does not purport to cater for each individual Shareholder's perspective, but rather that of the general body of Shareholders. Should a Shareholder be in doubt as to what action to take, he or she should consult an independent adviser.

An individual Shareholder's decision as to whether to accept the Disposal may be influenced by his particular circumstances. The assessment as to whether or not the Independent Board decides to recommend the Disposal is a decision that can only be taken by the Independent Board of Phuthuma Nathi.

We have relied upon and assumed the accuracy of the information used by us in deriving our opinion. While our work has involved an analysis of the annual financial statements and other information provided to us, our engagement does not constitute, nor does it include, an audit conducted in accordance with generally accepted auditing standards.

Where relevant, forward-looking information of the Operating Entities relates to future events and is based on assumptions that may or may not remain valid for the whole of the forecast period. Consequently, such information cannot be relied upon to the same extent as that derived from audited financial statements for completed accounting periods. We express no opinion as to how closely the actual future results of the Operating Entities will correspond to those projected. We have, however, compared the forecast financial information to past trends as well as discussing the assumptions inherent therein with the management of the Operating Entities.

We have also assumed that the Disposal will have the legal consequences described in discussions with, and materials furnished to us by representatives and advisors of Phuthuma Nathi, and we express no opinion on such consequences.

Our opinion is based on current economic, regulatory and market as well as other conditions. Subsequent developments may affect the opinion, and we are under no obligation to update, review or re-affirm our opinion based on such developments.

We have neither been a party to the negotiations entered into in relation to the Disposal nor have we been involved in the deliberations leading up to the decision on the part of the Independent Board to enter into the Disposal.

We do not, by this letter or otherwise, advise or form any judgement on the strategic, commercial or financial merits or risks of the Disposal. All such evaluations, advice, judgements or comments remain the sole responsibility of the Independent Board and their advisors. We have, however, drawn upon such evaluations, judgements and comments as we deem necessary and appropriate in arriving at our opinion.

It is also not within our terms of reference to compare the merits of the Disposal to any alternative arrangements that were or may have been available to Phuthuma Nathi. Such comparison and consideration remain the responsibility of the Independent Board and their advisors.

Independence, competence and fees

We confirm that neither we nor any person related to us (as contemplated in the Companies Act) have a direct or indirect interest in the Disposal, nor have or have had within the immediately preceding two years, any relationship as contemplated in section 114(2)(b) of the Companies Act, and specifically declare, as required by Regulations 90(6)(i) and 90(3)(a) of the Companies Regulations, that we are independent in relation to the Disposal and will reasonably be perceived to be independent. We also confirm that we have the necessary competence to provide the Fair and Reasonable Opinion and meet the criteria set out in section 114(2)(a) of the Companies Act.

Furthermore, we confirm that our professional fees of R1,250,000 (excluding VAT) are not contingent upon the success of the Disposal. Our fees are payable in cash and not payable in shares.

Approach to fairness and reasonableness of the Disposal

In assessing the fairness and reasonableness of the Disposal, BDO Corporate Finance considered the following:

- The context in which the Disposal has been proposed; and
- The net benefits that accrue to each Shareholder as a result of the Disposal.

We reviewed and considered the terms and conditions and consequences of the Disposal.

Valuation approach

BDO Corporate Finance performed the valuation of the Operating Entities on an income approach basis by applying either of the following methodologies and assumptions as per below, in order to determine the Pre-Reorganisation Fair Value and Post-Reorganisation Fair Value.

Pre-Reorganisation Fair Value

MCSAH Group was valued using a Discounted cash flow ("**DCF**") approach as a primary approach supplemented by a market approach valuation as a secondary valuation approach to support the results of the DCF valuation.

The MCSAH Group valuation was performed taking cognisance of risk and other market and industry factors affecting the MCSAH Group. Additionally, sensitivity analyses were performed considering key value drivers.

Key internal value drivers of the DCF valuation included number of subscribers, price per package and overall revenue growth, investment in content and EBITDA margins.

External value drivers, including the discount rate (represented by the weighted average cost of capital ("**WACC**") and key macro-economic parameters and prevailing market and industry conditions were considered in assessing the forecast cash flows and risk profile of MCSAH Group.

Our valuation results are sensitive to revenue growth, sustainable EBITDA margins and the WACC applied in the DCF valuation. We performed a sensitivity analysis on select key assumptions included in the DCF valuation. The sensitivity analysis did not indicate a sufficient effect on the Pre-Reorganisation Fair Value to alter our opinion with respect to the Disposal.

We applied appropriate minority and marketability discounts to arrive at the fair value of a Phuthuma Nathi 25% shareholding.

Post-Reorganisation Fair Value

The Post-Reorganisation Fair Value is represented as the aggregation of the attributable fair value of Phuthuma Nathi's interest in LicenceCo and Remaining South Africa Group. LicenceCo and Remaining South Africa Group was valued using a Dividend Discount Model ("**DDM**") and DCF approach as a primary approach, respectively. These results were supplemented by a market approach valuation as a secondary valuation approach to support the results of the DCF valuation.

The LicenceCo and Remaining South Africa Group valuation was performed taking cognisance of risk and other market and industry factors affecting LicenceCo and Remaining South Africa Group. Additionally, sensitivity analyses were performed considering key value drivers.

Key internal value drivers to the LicenceCo DDM valuation included overall revenue growth, EBITDA margins and dividend payout ratio.

Key internal value drivers to the Remaining South Africa Group DCF valuation included overall revenue growth, investment in content and EBITDA margins.

External value drivers, including the WACC and key macro-economic parameters and prevailing market and industry conditions were considered in assessing the forecast cash flows and risk profile of LicenceCo and Remaining South Africa Group.

Our valuation results are sensitive to revenue growth, sustainable EBITDA margins and the WACC applied in the DDM and DCF valuation, respectively. We performed a sensitivity analysis on select key assumptions included in the DDM and DCF valuation. The sensitivity analysis did not indicate a sufficient effect on the Post-Reorganisation Fair Value to alter our opinion with respect to the Disposal.

We applied appropriate minority and marketability discounts to arrive at the fair value of a Phuthuma Nathi's attributable shareholding in each Operating Entity.

Valuation results

Pre-Reorganisation

In undertaking the valuation exercise above, we determined a Pre-Reorganisation Fair Value range attributable to Phuthuma Nathi and its Shareholders, and solely for the purposes of Regulation 110(3)(a) of the Companies Regulations, of R8.3 billion to R9.0 billion with a most likely value of R8.6 billion.

Post-Reorganisation

In undertaking the valuation exercise above, we determined a Pre-Reorganisation Fair Value range attributable to Phuthuma Nathi and its Shareholders, and solely for the purposes of Regulation 110(3)(a) of the Companies Regulations, of R9.3 billion to R9.7 billion with a most likely value of R9.5 billion

The valuation range above is provided solely in respect of the Independent Expert Report and for the purposes of Regulation 110(3) of the Companies Regulations and should not be used for any other purposes.

Reasonableness of the Disposal

In opining on the reasonableness of the Disposal we have considered the rationale for the Disposal as set out in paragraph 5 of the Circular. We have also considered other qualitative factors such as potential synergies when opining on the reasonableness of the Disposal.

Opinion

The Post-Reorganisation Fair Value of R9.5 billion represents value accretion to Phuthuma Nathi and its Shareholders of 9.9% to the most likely value of the Pre-Reorganisation Fair Value of R8.6 billion.

BDO Corporate Finance has considered the terms and conditions of the Disposal and, based on and subject to the conditions set out herein, is of the opinion that the terms and conditions of the Disposal, based on quantitative considerations, are fair to Phuthuma Nathi and its Shareholders.

Based on qualitative factors, as noted in paragraph 5 of the Circular, we are of the opinion that the terms and conditions of the Disposal are reasonable from the perspective of Phuthuma Nathi and its Shareholders.

Our Opinion is necessarily based upon the information available to us up to the Last Practicable Date, including in respect of the financial information as well as other conditions and circumstances existing and disclosed to us. We have assumed that all conditions precedent, including any material regulatory and other approvals or consents required in connection with the Disposal have been fulfilled or obtained.

Accordingly, it should be understood that subsequent developments may affect this Opinion, which we are under no obligation to update, revise or re-affirm, but BDO Corporate Finance reserves its rights to do so should any such developments arise.

Consent

We hereby consent to the inclusion of this opinion, in whole or in part, and references thereto in the Circular and any other announcement or document pertaining to the Disposal, in the form and context in which they appear.

Yours faithfully

N Lazanakis
Director

BDO Corporate Finance Proprietary Limited

Wanderers Office Park
52 Corlett Drive
Illovo, 2196

PRO FORMA FINANCIAL INFORMATION

PRO FORMA STATEMENT OF FINANCIAL POSITION AND *PRO FORMA* STATEMENT OF PROFIT OR LOSS FOR THE YEAR ENDED 31 MARCH 2025

Basis of preparation

The *pro forma* financial information set out below is provided for illustrative purposes only and, because of its *pro forma* nature, may not fairly present the financial position or results of operations of Phuthuma Nathi that would have occurred if the Reorganisation had been effected on the dates indicated.

The *pro forma* financial information has been prepared using accounting policies that comply with IFRS Accounting Standards and that are consistent with those applied in the audited annual financial statements of Phuthuma Nathi for the year ended 31 March 2025. The *pro forma* financial information is presented in accordance with the Companies Regulations and the Guide on *Pro Forma* Financial Information issued by the South African Institute of Chartered Accountants.

The Directors are responsible for the compilation, contents and preparation of the *pro forma* financial information. Their responsibility includes determining that the *pro forma* financial information has been properly compiled on the basis stated, which is consistent with the accounting policies of Phuthuma Nathi and that the *pro forma* adjustments are appropriate for purposes of the *pro forma* financial information.

The *pro forma* financial information has been prepared to illustrate the impact of the Reorganisation on the Phuthuma Nathi annual financial statements for the year ended 31 March 2025 had the Reorganisation been effective on 31 March 2025 for purposes of the *pro forma* statement of financial position and 1 April 2024 for the purposes of the *pro forma* statement of profit or loss. It should be noted that the transaction costs associated with the Reorganisation will be borne by MCG and, accordingly, no impact is shown therefor in the *pro forma* financial information.

The *pro forma* financial information should be read in conjunction with the Independent Auditor's assurance report thereon contained in Annexe C.

Pro forma Statement of financial position as at 31 March 2025

R'000s	Before[1]	Repurchase and subscription for MCSAH Shares[2]	PN non-NVF subscription Shares[2]	MCSAH cash dividend[3]	PN NVF subscription Shares[4]	Orbicom subscription Shares[5]	*Pro forma* after reorganisation
Assets							
Non-Current Assets	**7 251 313**	**–**	**–**	**(343 750)**	**547 311**	**22 174**	**7 477 048**
Investments in associates	7 251 313	–	–	(343 750)	–	22 174	6 929 737
Derivative assets	–	–	–	–	547 311	–	547 311
Investment in subsidiary	–	–	–	–	–	–	–
Current Assets	**260 545**	**–**	**–**	**343 750**	**–**	**–**	**604 295**
Other receivables	17 287	–	–	–	–	–	17 287
Cash and cash equivalents	243 258	–	–	343 750	–	–	587 008
Total assets	**7 511 858**	**–**	**–**	**–**	**547 311**	**22 174**	**8 081 343**
Equity and Liabilities							
Equity reserves attributable to the Company's equity holders	**7 247 391**	**–**	**–**	**–**	**547 311**	**22 174**	**7 816 876**
Share capital	2 814 075	–	–	–	–	–	2 814 075
Other reserves	619 001	–	–	–	–	–	619 001
Accumulated profit	3 814 315	–	–	–	547 311	22 174	4 383 800
Current Liabilities	**264 467**	**–**	**–**	**–**	**–**	**–**	**264 467**
Other payables	264 467	–	–	–	–	–	264 467
Total equities and liabilities	**7 511 858**	**–**	**–**	**–**	**547 311**	**22 174**	**8 081 343**

Notes:

1. Extracted, without adjustment, from the audited annual financial statements of Phuthuma Nathi for the year ended 31 March 2025 on which an auditor's report was issued on 12 June 2025. The audited annual financial statements are available at https://www.phuthumanathi.co.za/financial-reporting.php.
2. The Reorganisation entails, *inter alia*, the repurchase by MCSAH of its shares held by Phuthuma Nathi on loan account and the subsequent subscription by Phuthuma Nathi for the MCSAH shares and PN Non-NVF Subscription Shares. Prior to this subscription, MCSAH will unbundle its indirect interest in LicenceCo to MCG. Phuthuma Nathi's loan account, arising from the repurchase, shall be settled through the subscription for MCSAH shares and PN Non-NVF Subscription Shares. Consequently, there is no economic substance to the Reorganisation as in effect, Phuthuma Nathi will now hold a direct, rather than an indirect, 25% interest in LicenceCo, while maintaining its 25% direct holding in MCSAH. The incremental 2% economic interest accruing to Phuthuma Nathi, which is funded through notional vendor funding, is recorded as a derivative asset rather than as an increase to the investment in associate carrying amount, as described below. Due to the lack of economic substance, the Reorganisation does not have an accounting impact. As a result of the Reorganisation, the base costs of the investments in LicenceCo and MCSAH are stepped up to fair value (with no current tax payable), resulting in a temporary difference for accounting purposes. In accordance with IAS 12 par 44(a), no deferred tax is recorded as the investment will be realised through dividend income, which is exempt from both income tax and dividend tax, as it is to a local resident entity for tax purposes.
3. As the final step in the Reorganisation, LicenceCo will declare a cash dividend. This dividend will be partially funded from the proceeds of the share issue to the New Investors. As this investment is equity accounted, the dividend is recorded as a reduction to the investment in associate carrying amount on the statement of financial position.
4. The subscription for the PN NVF Subscription Shares results in an effective 2% additional economic interest in LicenceCo, which is funded through notional vendor funding and initially recognised as a derivative financial asset at fair value through profit and loss. This derivative financial asset is valued using a Monte Carlo simulation. Changes in the fair value going forward will be charged to profit and loss.
5. The subscription for the Orbicom Subscription Shares, for nominal consideration, results in a direct investment of 20% of the shares of Orbicom and results in a gain on bargain purchase equal to the differential between the fair value of the investment and the consideration paid, as follows:

	R'000
Assumed fair value of Orbicom (based on a Discounted Cash Flow model)	110,869
Gain on bargain purchase of 20% thereof at nominal consideration	22,174

Pro forma Statement of profit or loss for the year ended 31 March 2025

R'000s	Before [1]	Repurchase and subscription for MCSAH shares[2]	PN non-NVF subscription shares[2]	MCSAH cash dividend[3]	PN NVF subscription shares[4]	Orbicom subscription shares[5]	*Pro forma* after re-organisation
Operating expenses	(100)	–	–	–	–	–	(100)
Fair value adjustment of derivative asset	–	–	–	–	547 311	–	547 311
Gain on bargain purchase	–	–	–	–	–	22 174	22 174
Share of equity accounted results of associate	2 394 668	–	–	–	–	588	2 395 256
Profit before taxation	**2 394 568**	**–**	**–**	**–**	**547 311**	**22 762**	**2 964 641**
Taxation	–	–	–	–	–	–	–
Profit for the year	**2 394 568**	**–**	**–**	**–**	**547 311**	**22 762**	**2 964 641**
Earnings per share							
Basic and diluted earnings for the year (R'000)	2 394 568	–	–	–	547 311	22 762	2 964 641
Basic earnings per ordinary share (Rands)	35.48	–	–	–	–	–	43.92
Weighted average number of ordinary shares (in 000s)	**67 500**	**–**	–	–	–	–	**67 500**

Notes:

1. Extracted, without adjustment, from the audited annual financial statements of Phuthuma Nathi for the year ended 31 March 2025 on which an auditor's report was issued on 12 June 2025 The audited annual financial statements are available at https://www.phuthumanathi.co.za/financial-reporting.php.
2. The Reorganisation entails, *inter alia*, the repurchase by MCSAH of its shares held by Phuthuma Nathi on loan account and the subsequent subscription by Phuthuma Nathi for the MCSAH shares and PN Non-NVF Subscription Shares. Prior to this subscription, MCSAH will unbundle its indirect interest in LicenceCo to MCG. Phuthuma Nathi's loan account, arising from the repurchase, shall be settled through the subscription for MCSAH shares and PN Non-NVF Subscription Shares. Consequently, there is no economic substance to the Reorganisation as in effect, Phuthuma Nathi will now hold a direct, rather than an indirect, 25% interest in LicenceCo, while maintaining its 25% direct holding in MCSAH. Due to the lack of economic substance, the Reorganisation does not have an accounting impact.
3. As the final step in the Reorganisation, LicenceCo will declare a cash dividend. This dividend will be partially funded from the proceeds of the share issue to the New Investors. As this investment is equity accounted, the dividend will have no impact on the statement of profit or loss and would be recorded as a reduction to the investment in associate carrying amount on the statement of financial position.
4. The subscription for the PN NVF Subscription Shares results in an effective 2% additional economic interest in LicenceCo, which is funded through notional vendor funding and initially recognised as a derivative financial asset at fair value through profit and loss. This derivative financial asset is valued using a Monte Carlo simulation. Changes in the fair value going forward will be charged to profit and loss.
5. The subscription for the Orbicom Subscription Shares, for nominal consideration, results in a direct investment of 20% of the shares of Orbicom and results in a once-off gain on bargain purchase, equal to the differential between the fair value of the investment and the consideration paid, as follows:

	R'000
Assumed fair value of Orbicom (based on a Discounted Cash Flow model)	110,869
Gain on bargain purchase of 20% thereof at nominal consideration	22,174

PN previously held a 25% indirect holding in Orbicom. Post the Reorganisation, PN effectively holds a 40% (20% direct and 20% indirect) interest in Orbicom. The additional 15% share of profit of associate for the year ended 31 March 2025 amounts to R0.6 million.

6. All adjustments have an ongoing impact on the statement of profit or loss of PN except where otherwise stated and the Reorganisation has no impact on the Statement of Other Comprehensive Income.

INDEPENDENT AUDITOR'S ASSURANCE REPORT ON THE COMPILATION OF THE *PRO FORMA* FINANCIAL INFORMATION

Independent Auditor's Assurance Report on the Compilation of *Pro Forma* Financial Information Included in a Circular

To the Directors of Phuthuma Nathi Investments (RF) Limited

We have completed our assurance engagement to report on the compilation of *pro forma* financial information of Phuthuma Nathi Investments (RF) Limited ("**Phuthuma Nathi"**), by the directors.

The *pro forma* financial information, as set out in Annexe B on pages 39 to 42 of the circular, consists of the *pro forma* statement of financial position as at 31 March 2025, the *pro forma* statement of profit or loss for the year ended 31 March 2025, and related notes (collectively, the "***Pro forma* Financial Information**"). The applicable criteria on the basis of which the directors have compiled the *Pro forma* Financial Information are specified in the Companies Act No. 71 of 2008, as read with the Companies Regulations, 2011, promulgated in terms of sections 120 and 223 of the Companies Act (collectively the "**Companies Act**") and described in Annexe B on page 39 of the circular.

The *Pro forma* Financial Information has been compiled by the directors to illustrate the impact of the corporate action or event, described in paragraphs 6 and 7 on page 20 of the circular, on the Company's financial position as at 31 March 2025, and the Company's financial performance for the period then ended, as if the corporate action or event had taken place at 31 March 2025 and for the period then ended. As part of this process, information about the Company's financial position, and financial performance has been extracted by the directors from the Company's financial statements for the year ended 31 March 2025, on which an auditor's report was issued on 12 June 2025.

Directors' Responsibility for the Pro forma Financial Information

The directors are responsible for compiling the *Pro forma* Financial Information on the basis of the applicable criteria specified in the Companies Act and described in Annexe B on page 39 of the circular.

Our Independence and Quality Management

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

The firm applies International Standard on Quality Management 1 ("**ISQM 1**"), *Quality Management for Firms that Perform Audits or Reviews of Financial Statements, or Other Assurance or Related Services Engagements*, which requires the firm to design, implement and operate a system of quality management, including documented policies or procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.

Auditor's Responsibility

Our responsibility is to express an opinion about whether the *Pro forma* Financial Information has been compiled, in all material respects, by the directors on the basis specified in the Companies Act and described in Annexe B on page 39 of the circular based on our procedures performed.

We conducted our engagement in accordance with the International Standard on Assurance Engagements ("**ISAE**") 3420, *Assurance Engagements to Report on the Compilation of Pro forma Financial Information Included in a Prospectus*, which is applicable to an engagement of this nature, issued by the International Auditing and Assurance Standards Board. This standard requires that we plan and perform procedures to obtain reasonable assurance about whether the *Pro forma* Financial Information has been compiled, in all material respects, on the basis specified in the Companies Act.

For purposes of this engagement, we are not responsible for updating or reissuing any reports or opinions on any historical financial information used in compiling the *Pro forma* Financial Information, nor have we, in the course of this engagement, performed an audit or review of the financial information used in compiling the *Pro forma* Financial Information.

The purpose of *Pro forma* Financial Information included in a circular is solely to illustrate the impact of a significant corporate action or event on unadjusted financial information of the Company as if the corporate action or event had occurred or had been undertaken at an earlier date selected for purposes of the illustration. Accordingly, we do not provide any assurance that the actual outcome of the corporate action or event at 31 March 2025 would have been as presented.

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

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

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

Our engagement also involves evaluating the overall presentation of the *Pro forma* Financial Information.

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

Opinion

In our opinion, the *Pro forma* Financial Information has been compiled, in all material respects, on the basis of the applicable criteria specified in the Companies Act and described in Annexe B on page 39 of the circular.

Ernst & Young Inc.

Director: Lerato Hannah Sidubi CA(SA)
Registered Auditor

102 Rivonia Road
Sandton
2196

30 July 2025

OVERVIEW OF THE REORGANISATION

The PN Repurchase and Subscription Agreement is subject to the Suspensive Conditions described in paragraph 9 of this Circular. Once the Suspensive Conditions have been satisfied or waived in accordance with the terms of the PN Repurchase and Subscription Agreement, the Reorganisation will be implemented as a series of interconnected and inter-conditional steps. The steps of the Reorganisation are summarised below.

1. **MCSAH REPURCHASES PN REPURCHASE SHARES**

   MCSAH will buy-back the PN Repurchase Shares from Phuthuma Nathi for R8 790 000 000, which will result in MCSAH becoming a wholly owned subsidiary of MCG. The amount payable by MCSAH will remain outstanding on loan account, owed to Phuthuma Nathi.

2. **LICENCECO UNBUNDLES NMSISCO AND TMCO TO MCSA, AND THEREAFTER TMCO TO MCSAH**

   Whilst MCSAH is wholly-owned by MCG, LicenceCo will transfer (i) certain intellectual property assets (namely all trademarks, domain names and connected rights) owned by LicenceCo to a newly incorporated wholly owned subsidiary ("**TMCo**") in exchange for the issue of shares in TMCo to LicenceCo; and (ii) the NMSIS Shares to a newly incorporated wholly owned subsidiary ("**NMSISCo**"). Shortly thereafter LicenceCo will unbundle the shares in TMCo and NMSISCo so that they are moved to MCSA, and thereafter MCSA will unbundle the shares in TMCo to MCSAH, as a distribution *in specie*. This will result in LicenceCo becoming a standalone entity with no subsidiaries.

3. **LICENCECO UNBUNDLED TO MCG**

   Shortly after the implementation of the above steps, MCSA will unbundle LicenceCo to MCSAH and MCSAH will unbundle LicenceCo to MCG, in each case as a distribution *in specie*.

4. **SUBSCRIPTION FOR SHARES IN LICENCECO BY THE COMPANY, THE NEW INVESTORS AND THE WORKERS TRUST**

   Once LicenceCo has been unbundled and becomes a direct subsidiary of MCG, Phuthuma Nathi, the New Investors and the Workers Trust will subscribe for shares in LicenceCo as follows, which will result in LicenceCo being owned as shown in the table in paragraph 7.1 of this Circular:

   4.1 Phuthuma Nathi will subscribe for the PN Non-NVF Subscription Shares and the PN NVF Subscription Shares and will settle the subscription price for these shares as follows:

      4.1.1 Phuthuma Nathi will settle the subscription price of R3 774 000 000 for the PN Non-NVF Subscription Shares by ceding and transferring to LicenceCo a portion of its claim against MCSAH following the repurchase of the PN Repurchase Shares (which will be the same as the amount of the subscription price for the PN Non-NVF Subscription Shares) (the "**Ceded Repurchase Claim**");

      4.1.2 Phuthuma Nathi will pay the subscription price of R1 544.14 for the PN NVF Subscription Shares to LicenceCo;

   4.2 each of:

      4.2.1 13th Avenue will subscribe for 20 613 682 LicenceCo A Shares for a subscription price of R287 000 000; and (ii) 129 151 025 LicenceCo B Shares for a subscription price of R1 291.51 and will pay the subscription price to LicenceCo; and

      4.2.2 IPIC will subscribe for 20 613 682 LicenceCo A Shares for a subscription price of R287 000 000; and 129 151 025 LicenceCo B Shares for a subscription price of R1 291.51 and will pay the subscription price to LicenceCo.

   4.3 The Workers Trust will subscribe for 78 823 527 LicenceCo C Shares for a total subscription price of R788.23 and the Workers Trust will pay the subscription price to LicenceCo.

5. **PHUTHUMA NATHI SUBSCRIBES FOR SHARES IN ORBICOM**

Shortly after becoming a direct shareholder of LicenceCo as described above, Phuthuma Nathi will subscribe for the Orbicom Subscription Shares for a subscription price of R25.00, resulting in Phuthuma Nathi holding the interests in Orbicom described in paragraph 6.1 of this Circular.

6. **LICENCECO SETTLES DIVIDEND LOAN OWED TO MCSA**

Shortly before the commencement of the Reorganisation, LicenceCo will declare a dividend in the amount of R4 347 000 000 to MCSA (as the sole shareholder of LicenceCo at the time). This dividend will remain outstanding on loan account and will be settled by LicenceCo after the subscriptions in paragraphs 4 and 5 above, by:

6.1 ceding and transferring to MCSA the Ceded Repurchase Claim (which Phuthuma Nathi ceded and transferred to LicenceCo, as set out in paragraph 4.1.1 above); and

6.2 using the cash subscription proceeds that the New Investors paid to LicenceCo (as set out in paragraph 4.2 above) ("**Cash Subscription Proceeds**") to repay the remaining amount of the dividend owed to MCSA.

7. **MCSA DISTRIBUTES CEDED REPURCHASE CLAIM TO MCSAH**

After LicenceCo settles the dividend loan owed to MCSA as set out in paragraph 6 above, MCSA will distribute the Ceded Repurchase Claim to MCSAH. This will extinguish the Ceded Repurchase Claim as the Ceded Repurchase Claim will be both owed to, and owed by, MCSAH.

8. **MCSA DISTRIBUTES CASH SUBSCRIPTION PROCEEDS TO MCSAH**

After MCSA receives the Cash Subscription Proceeds, as set out in paragraph 6 above, MCSA will declare and pay a dividend in an amount of R574 000 000 to its sole shareholder, MCSAH.

9. **PHUTHUMA NATHI SUBSCRIBES FOR SHARES IN MCSAH**

On the same day as it becomes a direct shareholder of LicenceCo as described above, Phuthuma Nathi will subscribe for the PN HoldCo Subscription Shares for a subscription price of R5 016 000 000, resulting in Phuthuma Nathi holding the interests in MCSAH described in paragraph 6.1 of this Circular. The subscription price for the shares in MCSAH (which will be payable by Phuthuma Nathi to MCSAH) will be set-off against the remaining portion of Phuthuma Nathi's claim against MCSAH following the repurchase of the PN Repurchase Shares (being an amount of R5 016 000 000, after Phuthuma Nathi cedes and transfers the Ceded Repurchase Claim to LicenceCo, as set out in paragraph 4.1.1 above).

10. **MCSAH DISTRIBUTES CASH SUBSCRIPTION PROCEEDS TO ITS SHAREHOLDERS**

After MCSAH receives the dividend from MCSA in paragraph 8 above, MCSAH will declare a further dividend of R1 375 000 000 to its shareholders, MCG and Phuthuma Nathi, of which R343 750 000 is attributable to Phuthuma Nathi.

PN MOI AMENDMENTS

The Board proposes the following amendments to the PN MOI (with new insertions and/or amendments to existing clauses being underlined, and deletions being struck-through):

1. PROPOSED AMENDMENT NUMBER 1 – ARTICLES 1.4.1A, 1.4.1B, 1.4.1C, 1.4.36A, 1.4.36B, 1.4.36C, 1.4.36D, 1.4.43A, 1.4.43B, 1.4.43C AND 1.4.43D

   Inserting the following new definitions in articles 1.4.1A, 1.4.1B, 1.4.1C, 1.4.36A, 1.4.36B, 1.4.36C, 1.4.36D, 1.4.43A, 1.4.43B, 1.4.43C and 1.4.43D:

1.4.1A	***"2025 Company Circular"***	*the circular issued by the Company to its shareholders on 4 August 2025 regarding, amongst other items, the proposed repurchase by HoldCo from the Company of all of the Company's HoldCo Ordinary Shares, and proposed amendments to the Company's MOI;*
1.4.1B	***"2025 Transaction Documents"***	*the documents adopted, entered into and/or issued by the Company, HoldCo, LicenceCo, MCSA and/or Orbicom, as applicable, in relation to the 2025 Transaction, including (i) the 2025 Company Circular, (ii) the implementation agreement between HoldCo, LicenceCo and MCSA (iii) the repurchase and subscription agreement between the Company, LicenceCo, HoldCo and Orbicom, and (iv) this MOI, the Shareholders Agreement, the LicenceCo Governance Documents, the HoldCo Constitutional Documents and the Orbicom Governance Documents;*
1.4.1C	***"2025 Transaction"***	*the reorganisation of the HoldCo group to ensure that, upon implementation of the Groupe Canal+ SAS mandatory offer for MCG, LicenceCo is not controlled by MCG, following which LicenceCo will continue to hold a subscription broadcasting licence in South Africa and will be majority owned by historically disadvantaged persons;"*
1.4.36A	***"LicenceCo"***	*MultiChoice Proprietary Limited, registration number 1994/009083/07, a private company incorporated in accordance with the laws of the Republic of South Africa;*
1.4.36B	***"LicenceCo Governance Documents"***	*the memorandum of incorporation of LicenceCo, as amended from time to time, and the LicenceCo Shareholders Agreement;*
1.4.36C	***"LicenceCo Shareholders Agreement"***	*the shareholders' agreement entered into or to be entered to between LicenceCo and the holders of LicenceCo shares from time to time to regulate the relationship of the shareholders with each other, and certain aspects of the affairs of, and their dealings with, LicenceCo, as amended from time to time;*
1.4.36D	***"LicenceCo Shares"***	*no par value A shares and no par value B shares in the share capital of LicenceCo;"*
1.4.43A	***"Orbicom"***	*Orbicom Proprietary Limited, registration number 1993/004259/07, a private company incorporated in accordance with the laws of the Republic;*
1.4.43B	***"Orbicom Governance Documents"***	*the memorandum of incorporation of Orbicom, as amended from time to time, and the Orbicom Shareholders Agreement;*
1.4.43C	***"Orbicom Shareholders Agreement"***	*shareholders' agreement entered into or to be entered to between Orbicom and the holders of Orbicom shares from time to time to regulate the relationship of the shareholders with each other, and certain aspects of the affairs of, and their dealings with, Orbicom, as amended from time to time;*
1.4.43D	***"Orbicom Shares"***	*no par value shares in the share capital of Orbicom;"*

2. Proposed amendment number 2 – article 1.4.10

The existing definition of "BEE Ownership Certificate of Compliance" in article 1.4.10 be amended to read as follows:

1.4.10	***"BEE Ownership Certificate of Compliance"***	*in relation to an Ordinary Shareholder, means the certificate (in respect of the ownership element of BEE) issued by a BEE verification agency accredited by SANAS (or issued by another suitable person) appointed by ~~MCC~~ the Company from time to time certifying (at the relevant time) any or all of the following: (i) the direct and indirect shareholding of such Ordinary Shareholder or the transferee and the composition of its board of directors (in the case of a company), or the profile of its beneficiaries and the composition of its trustees or other such members of its governing body (in the case of an entity), and (ii) whether or not such Ordinary Shareholder constitutes a Black Person, Black Company or Black Entity (as the case may be);"*

3. Proposed amendment number 3 – article 1.4.23

The existing definition of "Company Ownership Certificate of Compliance" in article 1.4.23 be amended to read as follows:

1.4.23	***"Company Ownership Certificate of Compliance"***	*as at any time, means the certificate (in respect of the ownership element of BEE) issued by a BEE verification agency accredited by SANAS (or issued by another suitable person) appointed by ~~MCC~~ the Company from time to time certifying (at the relevant time) any or all of the following: (i) the direct and indirect shareholding of the Company and the composition of its board of directors; and (ii) whether or not the Company constitutes a Black Company;"*

4. Proposed amendment number 4 – article 1.4.26

The existing definition of "Distributions" in article 1.4.26 be amended to read as follows:

1.4.26	***"Distributions"***	*the distributions which the Company receives from HoldCo, LicenceCo and Orbicom from time to time in its capacity as a shareholder of HoldCo, LicenceCo or Orbicom, respectively, whether by way of dividend or capital distributions, or whether by way of a distribution out of any reserves of HoldCo, LicenceCo and Orbicom, as applicable, whether such reserves arise out of trading, the disposal of assets, the revaluation of assets, or howsoever else arising, or by way of any other kind of distribution, or otherwise, and whether such distribution is received in cash or in specie, or otherwise as contemplated in the Act;"*

5. Proposed amendment number 5 – article 1.4.28

The existing definition of "Eligible Ordinary Shareholder" in article 1.4.28 be amended to read as follows:

1.4.28	***"Eligible Ordinary Shareholder"***	*any Black Participant who is acceptable to ~~MCC in its sole discretion~~ the STC (but subject to this MOI) to become an Ordinary Shareholder, such acceptance to be recorded in writing pursuant to any decision made by the STC or its agent, as contemplated in paragraph 1.2.2 of Schedule 1;"*

6. Proposed amendment number 6 – article 1.4.33

The existing definition of "HoldCo Ordinary Shares" in article 1.4.33 be amended to read as follows:

1.4.33	***"HoldCo Ordinary Shares"***	*ordinary shares with a par value of R0.0001 each in the issued share capital of HoldCo, ~~with the Company and PN2 collectively holding 90 000 000 of the issued share capital of HoldCo and the balance by MCC as at the date of this MOI~~;"*

7. Proposed amendment number 7 – article 1.4.41

Deleting the definition of "MCSA Constitutional Documents" in article 1.4.41 as follows:

1.4.41 **[article deleted] ~~"MCSA Constitutional Documents"~~** *~~the memorandum of incorporation of MCSA, as amended from time to time;~~"*

8. Proposed amendment number 8 – article 1.4.53

The existing definition of "Shareholders' Agreement" in article 1.4.53 be amended to read as follows:

1.4.53 ***"Shareholders' Agreement"*** *the shareholders' agreement entered into between MCG (initially MIHH), MCSA, HoldCo and the Company on 15 September 2006, in terms whereof (i) MCG and the Company (in their capacities as HoldCo Shareholders) regulate their relationship as such shareholders with HoldCo, as well as their relationship inter se, and (ii) the parties record those matters agreed between them regulating the implementation of the MCSA Empowerment Transaction and their commitment that the Company remains a Black Company at all times during the Company Empowerment Compliance Period, and as amended and/or restated from time to time (including pursuant to the 2025 Transaction);"*

9. Proposed amendment number 9 – article 2.2

The existing article 2.2 be amended to read as follows:

2.2 Purpose and powers of the Company

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

2.2.1 enter into the Transaction Documents;

2.2.2 enter into the 2019 Transaction Documents and the 2025 Transaction Documents;

2.2.3 exercise its rights and obligations under the Transaction Documents, ~~and~~ the 2019 Transaction Documents and the 2025 Transaction Documents;

2.2.4 enter into, participate in and implement the Scheme of Arrangement and the 2025 Transaction, including taking any action contemplated by or reasonably necessary to implement the 2025 Transaction, including incurring any liability or indebtedness or giving any financial assistance reasonably necessary to implement the 2025 Transaction;

2.2.5 carry on the main business of holding only HoldCo Ordinary Shares, LicenceCo Shares and Orbicom Shares, ~~and shares in PN2~~ following the implementation of the Scheme of Arrangement, cash and such assets as are received or acquired solely by virtue of or in relation to the holding of HoldCo Ordinary Shares, LicenceCo Shares and Orbicom Shares;

2.2.6 implement the distribution of the assets of PN2 followed by the winding up of PN2 and pass all necessary resolutions and sign all documents necessary and/or required for this purpose;

2.2.7 receive and distribute dividends and other Distributions in terms of the Transaction Documents and the 2025 Transaction Documents; and

2.2.8 issue Ordinary Shares pursuant to the implementation of the Scheme of Arrangement."

10. Proposed amendment number 10 – article 2.4.2

The existing article 2.4.2 be amended to read as follows:

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

11. Proposed amendment 11 – article 3.2.7

The existing article 3.2.7 be amended to read as follows:

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

12. Proposed amendment 12 – article 3.2.13

The existing article 3.2.13 be amended to read as follows:

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

13. Proposed amendment 13 – article 3.2.14

The existing article 3.2.14 be amended to read as follows:

"3.2.14 If any Ordinary Share is held in uncertificated form, it shall only be deposited by the relevant Ordinary Shareholder with a CSDP approved of by ~~MCG~~ <u>the Company</u> in its sole and absolute discretion, provided that such Ordinary Shareholder's mandate agreement with such CSDP must recognise the restrictions imposed upon the transfer of such Ordinary Share as contained in the Shareholders' Agreement and this MOI, and such Ordinary Shareholder shall not give any instructions to such CSDP which would constitute or result in a contravention of this MOI and the Shareholders' Agreement."

14. Proposed amendment 14 – article 6.2

The existing articles 6.2, 6.2.1, 6.2.2, 6.2.2.1 to 6.2.2.3 and 6.2.2.5 be amended to read as follows:

"*6.2 ~~MCG representation on the~~ **Board** <u>**authority and round robin resolutions**</u>*

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

*6.2.2 ~~The MCG Board Directors shall:~~ <u>**[article deleted]**</u>*

*6.2.2.1 ~~be nominated by MCG in its sole discretion;~~ <u>**[article deleted]**</u>*

*6.2.2.2 ~~be entitled to vote on any matter under consideration by the board of directors, and in this regard shall each have the same number of votes as each other director;~~ <u>**[article deleted]**</u>*

*6.2.2.3 ~~be appointed, removed, replaced and/or substituted by written notice from MCG to the Company~~ <u>**[article deleted]**</u>*

6.2.2.5 The Board's authority to manage and direct the business and affairs of the Company as set out in section 66(1), shall be limited or restricted as contemplated in the MOI and specifically in Schedule 1, as well as by the Transaction Documents<u>,</u> ~~and~~ the 2019 Transaction Documents <u>and the 2025 Transaction Documents</u>"

15. Proposed amendment number 15 – Article 7.1

The existing article 7.1 be amended to read as follows:

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

Notwithstanding anything to the contrary in the Transaction Documents<u>, the 2025 Transaction Documents</u> and/or this MOI, should MCG and/or its nominee/s and/or its Associate/s at any time become the beneficial and/or registered holder/s of any Ordinary Shares, for whatever reason, MCG and/or its nominee/s and/or its Associate/s shall be exempt from any and all of the provisions of the Shareholders' Agreement and this MOI, regulating the transfer of Ordinary Shares and the restrictions upon the holding of such shares only by Black Participants."

16. Proposed amendment number 16 – Article 7.2

The existing article 7.2 be amended to read as follows:

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

Should there be any change to the Empowerment Requirements which impacts on the ability of MCSA, Orbicom or LicenceCo to obtain an optimal BEE rating, the ~~HoldCo~~ ~~S~~shareholders of HoldCo (in the case of an impact on MCSA) or the relevant company (in any other case) shall meet, in good faith, to discuss and resolve the best way to address the effect of such changes. The Company shall co-operate to amend the provisions of the Shareholders' Agreement, this MOI, ~~and~~ the HoldCo Constitutional Documents, the LicenceCo Governance Documents or the Orbicom Governance Documents, as may be applicable, to ensure that the relationship between the ~~HoldCo Shareholders and MCSA~~ applicable shareholders continues to optimise ~~MCSA's~~ the BEE rating of MCSA, LicenceCo or Orbicom, as applicable. The Company shall exercise its votes in favour of any resolution proposed and necessary to realise such optimised BEE rating for MCSA, Orbicom or LicenceCo, as applicable."

17. Proposed amendment number 17 – clause 7.3.2

The existing article 7.3.2 be amended to read as follows:

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

18. Proposed amendment number 18 – clause 7.5

The existing article 7.5 be amended to read as follows:

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

Subject to paragraph 1.4 of Schedule 1 and in terms of section 48, the Board may not authorise the acquisition by the Company of its own shares unless MCG and the Ordinary Shareholders (~~by special resolution~~ if and to the extent required in terms of the Companies Act) have approved the acquisition. ~~During the Company's Empowerment Compliance Period, the Company shall not (save as permitted under the Transaction Documents, article 6.2 and with MCG's written consent) acquire any of its own shares."~~

19. Proposed amendment number 19 – clause 7.8.1

The existing article 7.8.1 be amended to read as follows:

"7.8.1 *The Ordinary Shares were listed on the Equities Express Securities Exchange (subsequently renamed the Integrated Exchange (I-Ex)) in November 2018. The Ordinary Shares may not be delisted from the Integrated ~~Equities Express Securities~~ Exchange without complying with the relevant listings requirements of the Integrated ~~Equities Express Securities~~ Exchange~~s~~ and without the prior written consent of MCG."*

20. Proposed amendment number 20 – Schedule 1, paragraph 1.1.3

The existing paragraph 1.1.3 be amended to read as follows:

"1.1.3 *The Company shall:*

1.1.3.1 *conduct its business in accordance with the provisions of the Transaction Documents, the 2019 Transaction Documents, the 2025 Transaction Documents and subject to this MOI;*

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

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

1.1.3.4 *(unless MCG agrees otherwise in writing) have shareholders ~~a~~ such that (i) (through its indirect shareholding in MCSA by way of its holding of HoldCo Ordinary Shares), MCSA (ii) LicenceCo; and (iii) Orbicom shall be able to optimise ~~its~~ their respective BEE ratings under the BEE Legislation in respect of such ~~indirect~~ shareholding."*

21. Proposed amendment number 21 – Schedule 1, paragraph 1.1.4

The existing paragraph 1.1.4 be amended to read as follows

"*1.1.4* *Subject to the provisions of the Transaction Documents, the 2019 Transaction Documents, the 2025 Transaction Documents and article 7.1, at all times during the Company Empowerment Compliance Period (unless MCG agrees otherwise in writing) the Company shall ensure that:*"

22. Proposed amendment number 22 – Schedule 1, paragraph 1.2.2

The existing paragraph 1.2.2 be amended to read as follows:

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

23. Proposed amendment number 23 – Schedule 1, paragraph 1.2.3.2

The existing paragraph 1.2.3.2 be amended to read as follows:

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

24. Proposed amendment number 24 – Schedule 1, paragraph 1.2.5

Deleting existing paragraph 1.2.5 as follows:

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

25. Proposed amendment number 25 – Schedule 1, paragraph 1.2.6

The existing paragraph 1.2.6 be amended to read as follows:

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

26. Proposed amendment number 26 – Schedule 1, paragraph 1.2.8

The existing paragraph 1.2.8 be amended to read as follows:

"*1.2.8* *No Ordinary Shares shall be transferred where such transfer shall result in a breach of any of the provisions of the Shareholders' Agreement ~~and/or~~ this MOI, the LicenceCo Governance Documents and/or the Orbicom Governance Documents.*"

27. Proposed amendment number 27 – Schedule 1, paragraph 1.3

The existing paragraph 1.3 be amended to read as follows:

"*1.3* ***restrictions or prohibitions on Sale or Encumbrance by the Company of its HoldCo Ordinary Shares, LicenceCo Shares and Orbicom Shares***

~~Subject to the relevant compulsory sale provisions contained in this MOI, including any come-along provisions,~~ Save as contemplated in the 2025 Transaction Documents and pursuant to the 2025 Transaction, the Company shall not, at any time, be entitled to Sell or Encumber any HoldCo Ordinary Shares, LicenceCo Shares and Orbicom Shares held by it unless MCG has consented thereto in writing, in its sole and absolute discretion."

28. Proposed amendment number 28 – Schedule 1, paragraph 1.4

The existing paragraph 1.4 be amended to read as follows:

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

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

1.4.1 issue any further shares or other instruments which are by nature equity to any Person, other than the issue of Ordinary Shares pursuant to the Scheme of Arrangement;

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

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

1.4.4 cancel or repurchase any of its shares; or

1.4.5 accept and register any transfer of its shares,

unless MCG consents thereto in writing, or save as may be permitted under this MOI or any other 2025 Transaction Documents."

29. Proposed amendment number 29 – Schedule 1, paragraph 1.6.1

The existing paragraph 1.6.1 be amended to read as follows:

"1.6.1 The Company will not:

1.6.1.1 permit anything to be done, directly or indirectly, which would negate any one or more or all of the undertakings given by it in this paragraph 1.6 of Schedule 1;

1.6.1.2 incur any liability or borrowings apart from taxation, normal administrative and statutory expenses and, those liabilities or borrowings permitted or required or contemplated under the MCSA Empowerment Transaction, the MCG Offer, the Scheme of Arrangement, the Transaction Documents, ~~and~~ the 2019 Transaction Documents, the 2025 Transaction and the 2025 Transaction Documents;

1.6.1.3 dispose of any of its shares in or claims (if any) against HoldCo or, following the implementation of the 2025 Transaction, LicenceCo or Orbicom, other than as contemplated under the MCSA Empowerment Transaction, the Transaction Documents, ~~and~~ the 2019 Transaction Documents, the 2025 Transaction and the 2025 Transaction Documents;

1.6.1.4 have or acquire any investment/s (equity or otherwise) in addition, to its investment in HoldCo, LicenceCo or Orbicom, save for any other investments permitted or required or contemplated under the 2025 Transaction and the 2025 Transaction Documents;

1.6.1.5 conduct its business other than as contemplated under the MCSA Empowerment Transaction, the MCG Offer, the Scheme of Arrangement, the Transaction Documents, ~~and~~ the 2019 Transaction Documents, the 2025 Transaction and the 2025 Transaction Documents;

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

1.6.1.7 grant any rights, whether real or personal, of any nature whatsoever, whether registered or unregistered, over any of its assets to any third party whatsoever, and in particular, but without limitation, the Company shall not cede, pledge, mortgage or encumber any of its assets in any manner whatsoever, save to the extent to which the Company may be required to do so by order of a competent court and/or as may be contemplated under the MCSA Empowerment Transaction, the Transaction Documents, ~~and~~ the 2019 Transaction Documents, particularly the Scheme of Arrangement, the 2025 Transaction and the 2025 Transaction Documents; and

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

30. Proposed amendment number 30 – Schedule 1, paragraphs 1.6.3 and 1.6.3.1

The existing paragraphs 1.6.3 and 1.6.3.1 be amended to read as follows:

"*1.6.3* *The Company shall not have any capacity to enter into any transaction relating to the Company of the nature prohibited by or contrary to the provisions of the Transaction Documents, ~~and~~ the 2019 Transaction Documents, the 2025 Transaction and the 2025 Transaction Documents. Nothing recorded in this Schedule 1 shall be interpreted or construed as precluding or prohibiting*:

1.6.3.1 *the negotiation, conclusion and/or amendment by the Company of any of the Transaction Documents, ~~and~~ the 2019 Transaction Documents, the 2025 Transaction and the 2025 Transaction Documents, the exercise by the Company of its rights under such Transaction Documents, ~~and/or~~ 2019 Transaction Documents, the 2025 Transaction and/or the 2025 Transaction Documents and the performance by the Company of its obligations thereunder, to the extent that such conclusion, exercise and/or performance will not result in a breach by the Company of any of its obligations under the provisions of the Transaction Documents, ~~and~~ the 2019 Transaction Documents, the 2025 Transaction and the 2025 Transaction Documents;*"

31. Proposed amendment number 31 – Schedule 1, paragraph 1.6.3.4

The existing paragraph 1.6.3.4 be amended to read as follows:

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

32. Proposed amendment number 32 – Schedule 1, paragraph 2

The existing paragraph 2 be amended to read as follows:

"2. Legal powers and capacity of the Company

Except as permitted or required or contemplated by the Transaction Documents, the 2019 Transaction Documents under the MCSA Empowerment Transaction, the MCG Offer, ~~and/or~~ the Scheme of Arrangement, the 2025 Transaction and/or the 2025 Transaction Documents ~~such compliance having been confirmed in writing by MCG~~, the Company shall not have the power or capacity to, and no director, other officer, body or organ of the Company shall be authorised on behalf of the Company to:

2.1 *lend money to any person or company;*

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

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

2.4 *amalgamate with other companies;*

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

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

2.7 *make donations;*

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

2.9 *borrow money, without the consent of MCG in writing;*

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

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

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

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

2.14 *invest money in any manner;*

2.15 *overdraw any bank accounts;*

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

2.17 *undertake or execute any trust;*

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

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

2.20 *enter into any transaction:*

2.20.1 *that contravenes or conflicts with the MOI;*

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

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

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

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

and any such actions shall only be valid to the extent that those actions are undertaken in accordance with, and as envisaged by, the provisions of the Transaction Documents and the 2025 Transaction Document~~s~~ and as far as such compliance with the Transaction Documents, ~~and/or~~ the 2019 Transaction Documents and/or the 2025 Transaction Documents ~~is confirmed by MCG in writing~~."

EXTRACT OF SALIENT TERMS OF LICENCECO SHARES IN NEW LICENCECO MOI

2. INTERPRETATION

2.1 In this Memorandum, including the introduction above, and unless expressly provided to the contrary or inconsistent with the context, each of the following words and expressions shall have the meaning stated opposite it and cognate expressions shall have a corresponding meaning, namely:

2.1.1 **A Shareholder** means a holder of issued A Shares from time to time;

2.1.2 **A Shares** means the class "A" ordinary no par value shares of the Company, having the preferences, rights, limitations and other terms as set out in **Schedule 3 (A Shares)**;

2.1.3 **B Shareholder** means a holder of issued B Shares from time to time;

2.1.4 **B Shares** means the class "B" ordinary no par value shares of the Company, having the preferences, rights, limitations and other terms as set out in **Schedule 4 (B Shares)**;

2.1.5 **Board** means the board of Directors of the Company as constituted from time to time;

2.1.6 **C Shareholder** means a holder of issued C Shares from time to time;

2.1.7 **C Shares** means the class "C" ordinary no par value shares of the Company, having the preferences, rights, limitations and other terms as set out in **Schedule 5 (C Shares)**;

2.1.8 **Control** means, in relation to a Person (a **Controlled Person**), where a Person (whether acting alone or in concert) has or acquires direct or indirect control of the Controlled Person in the manner specified in section 12(2) of the Competition Act 89 of 1998, including through (i) the right to appoint or veto the appointment of a majority of the directors of the Controlled Person, (ii) the right to vote or ability to control a majority of the votes that may be cast at a general meeting of the Controlled Person, or (iii) the ability to materially influence the policy of the Controlled Person in a manner contemplated by section 12(2) of the Competition Act 89 of 1998, and **Controlled** shall have a corresponding meaning;

2.1.9 **Directors** means the directors of the Company from time to time;

2.1.10 **ECA** means the Electronic Communications Act, 36 of 2005, as amended or substituted from time to time;

2.1.11 **ECA Voting Limit** has the meaning given to it in article 2.1.16.2;

2.1.12 **Economic Interest** has the meaning given to it in the B-BBEE Codes, as amended or substituted from time to time, or in any other B-BBEE Standards which may take precedence over or replace the B-BBEE Codes from time to time;

2.1.13 **Encumbrance** means any interest (including any right to acquire, option or right of pre-emption or conversion right), any mortgage, charge, encumbrance, pledge, lien, assignment, hypothecation, title, retention or other security interest, agreement or arrangement, or any agreement to create any of the above;

2.1.14 **Entity** means any association, business, close corporation, company, concern, enterprise, firm, partnership, trust, undertaking, voluntary association or other similar entity (whether incorporated or unincorporated);

2.1.15 **Financial Interest** has the meaning set out in section 1 of the ECA;

2.1.16 **Foreign Control Restriction** means, as set out in section 64(1) of the ECA, the restriction and limitation placed on the ability of a Foreign Entity or Foreign Person to, directly, or indirectly:

2.1.16.1 exercise control over a holder of a commercial broadcasting service licence in terms of the ECA; or

2.1.16.2 have a Financial Interest in a holder of a commercial broadcasting service licence in terms of the ECA; or have an interest in voting shares or paid-up capital in a holder of a commercial broadcasting service licence in terms of the ECA, from time to time, that exceeds the limit set in the ECA (**ECA Voting Limit**);

2.1.17 **Foreign Entity** means any Entity:

2.1.17.1 which is incorporated, established or formed in any country other than in South Africa; and

2.1.17.2 in which any Foreign Person, directly or indirectly, has any Financial Interest, which for the avoidance of doubt will include any Entity Controlled by Foreign Persons;

2.1.18 **Foreign Person** means any natural person who is not a South African Person;

2.1.19 **Management** means the CEO, CFO and level C1 of the Company, from time to time;

2.1.20 **Ordinary Shareholder** means a holder of the issued Ordinary Shares from time to time;

2.1.21 **Ordinary Shares** means the ordinary no par value shares in the Company, with the rights, privileges, restrictions and other terms attaching to those shares as set out in **Schedule 2 (Ordinary Shares)**;

2.1.22 **Person** means any natural person, firm, trust, company, Governmental Authority, joint venture, partnership, association or other organisation or entity (whether or not having a separate legal personality);

2.1.23 **Shareholder** means a holder of Shares from time to time;

2.1.24 **Shares** means all classes of shares in the Company, having the rights and privileges set out in this Memorandum;

2.1.25 **South Africa** means the Republic of South Africa;

2.1.26 **South African Person** means any natural person who is a citizen of South Africa in terms of the South African Citizenship Act, 88 of 1995, as amended or substituted from time to time, whether or not such person is ordinarily resident in South Africa;

2.1.27 **Transfer** means sell, cede, assign, alienate, donate, exchange, distribute, transfer, Encumber or in any manner whatsoever dispose of, or enter into any arrangement or transaction whatsoever (whether or not subject to any suspensive, resolutive or other condition), that may have the same or similar effect as any of the aforementioned sale, cession, assignment, alienation, donation, exchange, distribution, transfer, Encumbrance or disposal (including but not limited to any arrangement or transaction, or series of arrangements or transactions, or the cession of any rights or the granting of any option or any derivative or similar transaction/s that would have the same or substantially similar economic effect, whether in whole or in part), or realise any value in respect thereof, and in any case whether of a beneficial, legal or other interest of any nature, and **Transferred** shall have a corresponding meaning;

9. VOTING RIGHTS QUALIFICATIONS

9.1.2 The aggregate voting rights exercisable by all Shareholders who are Foreign Entities or Foreign Persons shall, for so long as the Foreign Control Restriction applies to the Company, be limited to the ECA Voting Limit.

9.1.3 Where the voting rights of any Shareholders who are Foreign Entities or Foreign Persons are limited in the manner prescribed by article 9.1.2, the aggregate voting rights of the Shares which are held by the Shareholders who are not Foreign Entities or Foreign Persons shall be 100% (one hundred percent) less the ECA Voting Limit.

9.1.4 Subject to article 9.1.5, and notwithstanding the application of article 9.1.2, each Shareholder who is not a Foreign Entity or Foreign Person shall not be entitled to exercise voting rights in excess of 39% (thirty nine percent) and the excess voting rights shall be reallocated to the remaining Shareholders who are not Foreign Entities or Foreign Persons on a pro rata basis by reference to the Economic Interest attributable to their respective Shareholdings. Any reallocation of voting rights pursuant to this article shall not operate to give any Shareholder who is not a Foreign Entity or a Foreign Person more than 39% of the voting rights at the relevant Shareholders' meeting.

9.1.5 In circumstances where the operation of article 9.1.4 would result in less than 100% (one hundred percent) of the voting rights being capable of being exercised at a Shareholders' meeting, each Shareholder present in person or by proxy and entitled to vote on a resolution shall have one vote on a show of hands basis.

9.1.6 If, as a result of a change to the ECA Voting Limit or an issue or Transfer of Shares, the percentage of voting rights exercisable by any of the Shareholders changes, the Board shall, within 7 (seven) Business Days of becoming aware of such change, send a written notice to all of the Shareholders informing them of such change.

SCHEDULE 3

A SHARES

(i) Entitlement to cash Distributions: A Shareholders

The amount of any cash Distribution payable to an A Shareholder (***P***) shall be:

$$P = (A - T) \times B \times C$$

where:

A = *the total amount of cash Distributions to be distributed by the Company*

B = *the percentage Economic Interest attributable to all A Shares as a proportion of the aggregate Economic Interest of all Ordinary Shares and A Shares*

C = *the A Shares held by the Shareholder as a percentage of all A Shares*

T = *the amount of the total aggregate trickle Distribution in cash to be distributed in respect of all B Shares and C Shares*

SCHEDULE 4

B SHARES

(i) Definitions

For the purposes of this **Schedule 4 (B Shares)**, the following terms shall have the following meanings:

(a) **Initial Notional Acquisition Funding Amount** means the initial notional acquisition funding amounts for the B Shares as follows:

(i) ZAR 1,797,000,000 in respect of the B Shares to be subscribed by 13th Avenue at its Subscription Date;

(ii) ZAR 1,797,000,000 in respect of the B Shares for to be subscribed by IPIC as at its Subscription Date; and

(iii) ZAR 2,148,000,000 in respect of the B Shares to be subscribed by Phuthuma Nathi as at its Subscription Date;

(b) **Notional Acquisition Funding Balance** means the Initial Notional Acquisition Funding Amount, adjusted from time to time after the Subscription Date in accordance with paragraph (v) **(Adjustment of Notional Acquisition Funding Balance)** of this **Schedule 4 (B Shares)**;

(c) **Adjustment for Distribution** has the meaning ascribed thereto in paragraph (v)b **(Adjustment of Notional Acquisition Funding Balance)** of this **Schedule 4 (B Shares)**; and

(d) **Notional Escalation Factor** means 75% (seventy-five percent) of the Prime Rate.

(ii) General

The terms applicable to the B Shares set out in this **Schedule 4 (B Shares)**:

(a) incorporate NVF terms as reflected in this **Schedule 4 (B Shares)**; and

(b) enable the B Shareholder to subscribe for the B Shares in the Company for a nominal market value subscription price as set out in the Subscription Agreement.

(iii) NVF rights in respect of B Shares and adjustment to Economic Interest

(a) The B Share rights shall include the NVF formulae in this **Schedule 4 (B Shares)**.

(b) The Initial Notional Acquisition Funding Amount in respect of the B Shares is the aggregate of the amounts specified in paragraph (i)a **(Definitions) (Initial Acquisition Funding Amount)** of this **Schedule 4 (B Shares)**, being ZAR 5,742,000,000.

(iv) Entitlement to cash Distributions: B Shareholders

(a) Until the Notional Acquisition Funding Balance is zero, each B Shareholder shall be entitled to receive a 20% (twenty percent) trickle Distribution in cash in respect of its B Shares. The amount of the trickle Distribution payable in cash to a B Shareholder in respect of its B Shares shall be "**E**", where:

$$E = A \times B \times C \times 0.20$$

and where:

A *= the total amount of cash Distributions to be distributed by the Company*

B *= the percentage Economic Interest attributable to all B Shares*

C *= the B Shares held by the Shareholder as a percentage of all B Shares*

(v) Adjustment of Notional Acquisition Funding Balance

(a) The Notional Acquisition Funding Balance (which as at the Subscription Date shall be the Initial Notional Acquisition Funding Amount) shall be subject to the following adjustments:

(i) the Notional Acquisition Funding Balance from time to time will be increased by the aggregate amount of the Notional Escalation Factor applied to the Notional Acquisition Funding Balance (compounded annually) for the duration of the period commencing on (and including) the relevant Subscription Date and ending on (and excluding) the relevant calculation date; and

(ii) the Notional Acquisition Funding Balance will only be reduced from time to time by an amount equivalent to the Adjustment for Distribution each time a cash Distribution is declared by the Company.

(b) Where a Shareholder's Share rights include an outstanding Notional Acquisition Funding Balance, until the Notional Acquisition Funding Balance is zero, whenever a cash Distribution is declared by the Company, the following amount of "**Y**" will determine the Adjustment for Distribution, where:

$$Y = (Q \times B \times C) - E$$

and where:

A *= the total amount of cash Distributions to be distributed by the Company*

T *= the amount of the total aggregate trickle Distribution to be distributed in cash in respect of all B Shares and C Shares*

F *= the percentage Economic Interest attributable to all Ordinary Shares and A Shares*

Q $= (A - T)/F$

B **=** *the percentage Economic Interest attributable to all B Shares*

C **=** *the Shares held by the Shareholder as a percentage of all B Shares*

E **=** *the amount of the trickle Distribution to be distributed in cash in respect of that Shareholder's B Shares*

(**Adjustment for Distribution**).

(vi) Information on Notional Acquisition Funding Balance

On an annual basis, and each time there is an adjustment to the Notional Acquisition Funding Balance pursuant to paragraph (v) ***(Adjustment of Notional Acquisition Funding Balance)*** of this Schedule 4 (B Shares), the Company shall as soon as is reasonably practicable, send to the Shareholders a schedule showing the Notional Acquisition Funding Balances.

(vii) Conversion

(a) Upon the Notional Acquisition Funding Balance being zero, each B Share in issue at such time will automatically convert to an A Share on a one-to-one basis. The Company shall ensure that it at all times has a sufficient authorised share capital in respect of A Shares so that such conversion can be effected automatically. For avoidance of doubt such conversion shall not be construed as a Transfer for the purposes of this Memorandum.

(b) The Shareholders shall:

(i) perform all such acts and perform all such things as may be necessary; and

(ii) in particular, exercise or procure the exercise of all voting rights in relation to the Shares held or to be held by them,

to ensure that upon the Notional Acquisition Funding Balance being zero, each B Share in issue at such time is automatically converted to an A Share on a one-to-one basis and, consequently, that the A Shares are indeed so issued to the B Shareholder.

SCHEDULE 5

C SHARES

(i) Definitions

For the purposes of this **Schedule 5 (C Shares)**, the following terms shall have the following meanings:

(a) **Initial Notional Acquisition Funding Amount** means the initial notional acquisition funding amount for the C Shares, being ZAR 1,097,000,000 for which the Trust will subscribe pursuant to the Trust Subscription Agreement;

(b) **Notional Acquisition Funding Balance** means the Initial Notional Acquisition Funding Amount, adjusted from time to time after the Subscription Date in accordance with paragraph (v) **(Adjustment of Notional Acquisition Funding Balance)** of this **Schedule 5 (C Shares)**;

(c) **Adjustment for Distribution** has the meaning ascribed thereto in paragraph (v)(b) **(Adjustment of Notional Acquisition Funding Balance)** of this **Schedule 5 (C Shares)**; and

(d) **Notional Escalation Factor** means 75% (seventy-five percent) of the Prime Rate.

(ii) General

The terms applicable to the C Shares set out in this **Schedule 5 (C Shares)**:

(a) incorporate NVF terms as reflected in this **Schedule 5 (C Shares)**; and

(b) enable the C Shareholder to subscribe for the C Shares in the Company for a nominal market value subscription price as set out in the Subscription Agreement.

(iii) NVF rights in respect of C Shares and adjustment to Economic Interest

(a) The C Share rights shall include the NVF formulae in this **Schedule 5 (C Shares)**.

(b) The Initial Notional Acquisition Funding Amount in respect of the C Shares is the amount specified in paragraph (i)(a) **(Definitions) (Initial Acquisition Funding Amount) of this Schedule 5 (C Shares)**.

(c) The Notional Acquisition Funding Balance (which as at the Subscription Date shall be the Initial Notional Acquisition Funding Amount) shall be subject to the following adjustments:

(i) the Notional Acquisition Funding Balance from time to time will be increased by the aggregate amount of the Notional Escalation Factor applied to the Notional Acquisition Funding Balance (compounded annually) for the duration of the period commencing on (and including) the relevant Subscription Date and ending on (and excluding) the relevant calculation date;

(ii) the Notional Acquisition Funding Balance will only be reduced from time to time by an amount equivalent to the Adjustment for Distribution.

(iv) Entitlement to cash Distributions: C Shareholder

Until the Notional Acquisition Funding Balance is zero, each Shareholder holding C Shares shall be entitled to receive a 35% (thirty-five percent) trickle Distribution in cash in respect of its C Shares. The amount of the trickle Distribution payable in cash to a Shareholder in its respect of its C Shares shall be "**E**", where:

E = A x B x C x 0.35*, and where*:

A = *the total amount of cash Distributions to be distributed by the Company*

B = *the percentage Economic Interest attributable to all C Shares*

C = *the C Shares held by the Shareholder as a percentage of all C Shares*

(v) Adjustment of Notional Acquisition Funding Balance

(a) The Notional Acquisition Funding Balance (which as at the Subscription Date shall be the Initial Notional Acquisition Funding Amount) shall be subject to the following adjustments:

(i) the Notional Acquisition Funding Balance from time to time will be increased by the aggregate amount of the Notional Escalation Factor applied to the Notional Acquisition Funding Balance (compounded annually) for the duration of the period commencing on (and including) the relevant Subscription Date and ending on (and excluding) the relevant calculation date; and

(ii) the Notional Acquisition Funding Balance will only be reduced from time to time by an amount equivalent to the Adjustment for Distribution each time a cash Distribution is declared by the Company.

(b) Where a Shareholder's Share include an outstanding Notional Acquisition Funding Balance, until the Notional Acquisition Funding Balance is zero, whenever a cash Distribution is declared by the Company, the following amount of "**Y**" will determine the Adjustment for Distribution:

$$Y = (Q \times B \times C) - E$$

where:

A = *the total amount of cash Distributions to be distributed by the Company*

T = *the amount of the total aggregate trickle Distribution to be distributed in cash in respect of all B Shares and C Shares*

F = *the percentage Economic Interest attributable to all Ordinary Shares and A Shares*

Q = $(A - T) / F$

B = *the percentage Economic Interest attributable to all C Shares*

C = *the Shares held by the Shareholder as a percentage of all C Shares*

E = *the amount of the trickle Distribution to be distributed in cash in respect of that Shareholder's C Shares,*

(Adjustment for Distribution).

(vi) Information on Notional Acquisition Funding Balance

On an annual basis, and each time there is an adjustment to the Notional Acquisition Funding Balance pursuant to paragraph (v) **(Adjustment of Notional Acquisition Funding Balance)** of this Schedule 5 (C Shares), the Company shall as soon as is reasonably practicable, send to the Shareholders a schedule showing the Notional Acquisition Funding Balances.

(vii) Conversion

(a) Upon the Notional Acquisition Funding Balance being zero, each C Share in issue at such time will automatically convert to an A Share on a one-to-one basis. The Company shall ensure that it at all times has a sufficient authorised share capital in respect of A Shares so that such conversion can be effected automatically. For avoidance of doubt such conversion shall not be construed as a Transfer for the purposes of this Memorandum.

(b) The Shareholders shall:

(i) perform all such acts and perform all such things as may be necessary; and

(ii) in particular, exercise or procure the exercise of all voting rights in relation to the Shares held or to be held by them,

to ensure that upon the Notional Acquisition Funding Balance being zero, each C Share in issue at such time is automatically converted to an A Share on a one-to-one basis and, consequently, that the A Shares are indeed so issued to the C Shareholder.

SECTION 112: PROPOSALS TO DISPOSE OF ALL OR GREATER PART OF ASSETS OR UNDERTAKING

"Section 112: Proposals to dispose of all or greater part of assets or undertaking

(1) This section and section 115 do not apply to a proposal to dispose of all or the greater part of the assets or undertaking of a company, if that disposal would constitute a transaction –

(a) that is pursuant to or contemplated in a business rescue plan adopted in accordance with Chapter 6;

(b) between a wholly-owned subsidiary and its holding company; or

(c) between or among –

(i) two or more wholly-owned subsidiaries of the same holding company; or

(ii) a wholly-owned subsidiary of a holding company, on the one hand, and its holding company and one or more wholly-owned subsidiaries of that holding company, on the other hand.

(2) A company may not dispose of all or the greater part of its assets or undertaking unless –

(a) the disposal has been approved by a special resolution of the shareholders, in accordance with section 115; and

(b) the company has satisfied all other requirements set out in section 115, to the extent those requirements are applicable to such a disposal by that company.

(3) A notice of a shareholders meeting to consider a resolution to approve a disposal contemplated in subsection (2)(a) must –

(a) be delivered within the prescribed time, and in the prescribed manner to each shareholder of the company; and

(b) include or be accompanied by a written summary of –

(i) the precise terms of the transaction or series of transactions, to be considered at the meeting; and

(ii) the provisions of sections 115 and 164,

in a manner that satisfies the prescribed standards.

(4) Any part of the undertaking or assets of a company to be disposed of, as contemplated in this section, must be given its fair market value as at the date of the proposal, in accordance with the financial reporting standards.

(5) A resolution contemplated in subsection (2) is effective only to the extent that it authorises or ratifies a specific transaction."

SECTION 115: REQUIRED APPROVAL FOR TRANSACTIONS CONTEMPLATED IN CHAPTER 5 OF THE COMPANIES ACT

"**Section 115: Required approval for transactions contemplated in Part A**

(1) Despite section 65, and any provision of a company's Memorandum of Incorporation, or any resolution adopted by its board or holders of its securities, to the contrary, a company may not dispose of, or give effect to an agreement or series of agreements to dispose of, all or the greater part of its assets or undertaking, implement an amalgamation or a merger, or implement a scheme of arrangement, unless:

(a) the disposal, amalgamation or merger, or scheme of arrangement –

(i) has been approved in terms of this section; or

(ii) is pursuant to or contemplated in an approved business rescue plan for that company, in terms of Chapter 6; and

(b) to the extent that Parts B and C of this Chapter and the Takeover Regulations apply to a company that proposes to –

(i) dispose of all or the greater part of its assets or undertaking;

(ii) amalgamate or merge with another company; or

(iii) implement a scheme of arrangement, the TRP has issued a compliance certificate in respect of the transaction, in terms of section 119(4)(b), or exempted the transaction in terms of section 119(6).

(2) A proposed transaction contemplated in subsection (1) must be approved –

(a) by a special resolution adopted by persons entitled to exercise voting rights on such a matter, at a meeting called for that purpose and at which sufficient persons are present to exercise, in aggregate, at least 25% of all of the voting rights that are entitled to be exercised on that matter, or any higher percentage as may be required by the company's Memorandum of Incorporation, as contemplated in section 64(2); and

(b) by a special resolution, also adopted in the manner required by paragraph (a), by the shareholders of the company's holding company if any, if –

(i) the holding company is a company or an external company;

(i) the proposed transaction concerns a disposal of all or the greater part of the assets or undertaking of the subsidiary; and

(iii) having regard to the consolidated financial statements of the holding company, the disposal by the subsidiary constitutes a disposal of all or the greater part of the assets or undertaking of the holding company; and

(c) by the court, to the extent required in the circumstances and manner contemplated in subsections (3) to (6).

(3) Despite a resolution having been adopted as contemplated in subsections (2)(a) and (b), a company may not proceed to implement that resolution without the approval of a court if –

(a) the resolution was opposed by at least 15% of the voting rights that were exercised on that resolution and, within five business days after the vote, any person who voted against the resolution requires the company to seek court approval; or

(b) the court, on an application within 10 business days after the vote by any person who voted against the resolution, grants that person leave, in terms of subsection (6), to apply to a court for a review of the transaction in accordance with subsection (7).

(4) For the purposes of subsections (2) and (3), any voting rights controlled by an acquiring party, a person related to an acquiring party, or a person acting in concert with either of them, must not be included in calculating the percentage of voting rights –

(a) required to be present, or actually present, in determining whether the applicable quorum requirements are satisfied; or

(b) required to be voted in support of a resolution, or actually voted in support of the resolution.

(4A) In subsection (4), "act in concert" has the meaning set out in section 117(1)(b).

(5) If a resolution requires approval by a court as contemplated in terms of subsection (3)(a), the company must either –

(a) within 10 business days after the vote, apply to the court for approval, and bear the costs of that application; or

(b) treat the resolution as a nullity.

(6) On an application contemplated in subsection (3)(b), the court may grant leave only if it is satisfied that the applicant –

(a) is acting in good faith;

(b) appears prepared and able to sustain the proceedings; and

(c) has alleged facts which, if proved, would support an order in terms of subsection (7).

(7) On reviewing a resolution that is the subject of an application in terms of subsection (5)(a), or after granting leave in terms of subsection (6), the court may set aside the resolution only if –

(a) the resolution is manifestly unfair to any class of holders of the company's securities; or

(b) the vote was materially tainted by conflict of interest, inadequate disclosure, failure to comply with the Act, the Memorandum of Incorporation or any applicable rules of the company, or other significant and material procedural irregularity.

(8) The holder of any voting rights in a company is entitled to seek relief in terms of section 164 if that person –

(a) notified the company in advance of the intention to oppose a special resolution contemplated in this section; and

(b) was present at the meeting and voted against that special resolution.

(9) If a transaction contemplated in this Part has been approved, any person to whom assets are, or an undertaking is, to be transferred, may apply to a court for an order to effect –

(a) the transfer of the whole or any part of the undertaking, assets and liabilities of a company contemplated in that transaction;

(b) the allotment and appropriation of any shares or similar interests to be allotted or appropriated as a consequence of the transaction;

(c) the transfer of shares from one person to another;

(d) the dissolution, without winding-up, of a company, as contemplated in the transaction;

(e) incidental, consequential and supplemental matters that are necessary for the effectiveness and completion of the transaction; or

(f) any other relief that may be necessary or appropriate to give effect to, and properly implement, the amalgamation or merger."

SECTION 164: APPRAISAL RIGHTS

"**Section 164: Dissenting shareholders appraisal rights**

(1) This section does not apply in any circumstances relating to a transaction, agreement or offer pursuant to a business rescue plan that was approved by shareholders of a company, in terms of section 152.

(2) If a company has given notice to shareholders of a meeting to consider adopting a resolution to –

(a) amend its Memorandum of Incorporation by altering the preferences, rights, limitations or other terms of any class of its shares in any manner materially adverse to the rights or interests of holders of that class of shares, as contemplated in section 37(8); or

(b) enter into a transaction contemplated in section 112, 113, or 114,

that notice must include a statement informing shareholders of their rights under this section.

(3) At any time before a resolution referred to in subsection (2) is to be voted on, a dissenting shareholder may give the company a written notice objecting to the resolution.

(4) Within 10 business days after a company has adopted a resolution contemplated in this section, the company must send a notice that the resolution has been adopted to each shareholder who –

(a) gave the company a written notice of objection in terms of subsection (3); and

(b) has neither –

(i) withdrawn that notice; or

(ii) voted in support of the resolution.

(5) A shareholder may demand that the company pay the shareholder the fair value for all of the shares of the company held by that person if –

(a) the shareholder –

(i) sent the company a notice of objection, subject to subsection (6); and

(ii) in the case of an amendment to the company's Memorandum of Incorporation, holds shares of a class that is materially and adversely affected by the amendment;

(b) the company has adopted the resolution contemplated in subsection (2); and

(c) the shareholder –

(i) voted against that resolution; and

(ii) has complied with all of the procedural requirements of this section.

(6) The requirement of subsection (5)(a)(i) does not apply if the company failed to give notice of the meeting, or failed to include in that notice a statement of the shareholders rights under this section.

(7) A shareholder who satisfies the requirements of subsection (5) may make a demand contemplated in that subsection by delivering a written notice to the company within –

(a) 20 business days after receiving a notice under subsection (4); or

(b) if the shareholder does not receive a notice under subsection (4), within 20 business days after learning that the resolution has been adopted.

(8) A demand delivered in terms of subsections (5) to (7) must also be delivered to the TRP, and must state -

(a) the shareholder's name and address;

(b) the number and class of shares in respect of which the shareholder seeks payment; and

(c) a demand for payment of the fair value of those shares.

(9) A shareholder who has sent a demand in terms of subsections (5) to (8) has no further rights in respect of those shares, other than to be paid their fair value, unless –

(a) the shareholder withdraws that demand before the company makes an offer under subsection (11), or allows an offer made by the company to lapse, as contemplated in subsection (12)(b);

(b) the company fails to make an offer in accordance with subsection (11) and the shareholder withdraws the demand; or

(c) the company, by a subsequent special resolution, revokes the adopted resolution that gave rise to the shareholder's rights under this section.

(10) If any of the events contemplated in subsection (9) occur, all of the shareholder's rights in respect of the shares are reinstated without interruption.

(11) Within five business days after the later of –

(a) the day on which the action approved by the resolution is effective;

(b) the last day for the receipt of demands in terms of subsection (7)(a); or

(c) the day the company received a demand as contemplated in subsection (7)(b), if applicable, the company must send to each shareholder who has sent such a demand a written offer to pay an amount considered by the company's directors to be the fair value of the relevant shares, subject to subsection (16), accompanied by a statement showing how that value was determined.

(12) Every offer made under subsection (11) –

(a) in respect of shares of the same class or series must be on the same terms; and

(b) lapses if it has not been accepted within 30 business days after it was made.

(13) If a shareholder accepts an offer made under subsection (12) -

(a) the shareholder must either in the case of –

(i) shares evidenced by certificates, tender the relevant share certificates to the company or the company's transfer agent; or

(ii) uncertificated shares, take the steps required in terms of section 53 to direct the transfer of those shares to the company or the company's transfer agent; and

(b) the company must pay that shareholder the agreed amount within 10 business days after the shareholder accepted the offer and –

tendered the share certificates; or

(i) directed the transfer to the company of uncertificated shares.

(14) A shareholder who has made a demand in terms of subsections (5) to (8) may apply to a court to determine a fair value in respect of the shares that were the subject of that demand, and an order requiring the company to pay the shareholder the fair value so determined, if the company has –

(a) failed to make an offer under subsection (11); or

(b) made an offer that the shareholder considers to be inadequate, and that offer has not lapsed.

(15) On an application to the court under subsection (14) -

(a) all dissenting shareholders who have not accepted an offer from the company as at the date of the application must be joined as parties and are bound by the decision of the court;

(b) the company must notify each affected dissenting shareholder of the date, place and consequences of the application and of their right to participate in the court proceedings; and

(c) the court –

(i) may determine whether any other person is a dissenting shareholder who should be joined as a party;

(ii) must determine a fair value in respect of the shares of all dissenting shareholders, subject to subsection (16);

(iii) in its discretion may –

(aa) appoint one or more appraisers to assist it in determining the fair value in respect of the shares; or

(bb) allow a reasonable rate of interest on the amount payable to each dissenting shareholder from the date the action approved by the resolution is effective, until the date of payment;

(iv) may make an appropriate order of costs, having regard to any offer made by the company, and the final determination of the fair value by the court; and

(v) must make an order requiring –

(aa) the dissenting shareholders to either withdraw their respective demands, or to comply with subsection (13)(a); and

(bb) the company to pay the fair value in respect of their shares to each dissenting shareholder who complies with subsection (13)(a), subject to any conditions the court considers necessary to ensure that the company fulfils its obligations under this section.

(15A) At any time before the court has made an order contemplated in subsection (15)(c)(v), a dissenting shareholder may accept the offer made by the company in terms of subsection (11), in which case –

(a) that shareholder must comply with the requirements of subsection 13(a); and

(b) the company must comply with the requirements of subsection 13(b);

(16) The fair value in respect of any shares must be determined as at the date on which, and time immediately before, the company adopted the resolution that gave rise to a shareholder's rights under this section.

(17) If there are reasonable grounds to believe that compliance by a company with subsection (13)(b), or with a court order in terms of subsection (15)(c)(v)(bb), would result in the company being unable to pays its debts as they fall due and payable for the ensuing 12 months –

(a) the company may apply to a court for an order varying the company's obligations in terms of the relevant subsection; and

(b) the court may make an order that –

(i) is just and equitable, having regard to the financial circumstances of the company; and

(ii) ensures that the person to whom the company owes money in terms of this section is paid at the earliest possible date compatible with the company satisfying its other financial obligations as they fall due and payable.

(18) If the resolution that gave rise to a shareholder's rights under this section authorised the company to amalgamate or merge with one or more other companies, such that the company whose shares are the subject of a demand in terms of this section has ceased to exist, the obligations of that company under this section are obligations of the successor to that company resulting from the amalgamation or merger.

(19) For greater certainty, the making of a demand, tendering of shares and payment by a company to a shareholder in terms of this section do not constitute a distribution by the company, or an acquisition of its shares by the company within the meaning of section 48, and therefore are not subject to –

(a) the provisions of that section; or

(b) the application by the company of the solvency and liquidity test set out in section 4.

(20) Except to the extent –

(a) expressly provided in this section; or

(b) that the TRP rules otherwise in a particular case,

a payment by a company to a shareholder in terms of this section does not obligate any person to make a comparable offer under section 125 to any other person."

PHUTHUMA NATHI

SHARE THE FUTURE

Phuthuma Nathi Investments (RF) Limited
(Incorporated in the Republic of South Africa)
(Registration number 2006/015187/06)
Ordinary Short Code: EXPN1

NOTICE CONVENING THE GENERAL MEETING

Capitalised terms used in this notice convening the General Meeting ("Notice") but not otherwise defined shall have the meaning ascribed to them in the Circular to which this Notice is attached.

NOTICE IS HEREBY GIVEN that a general meeting of the Company will be held (subject to any adjournment or postponement thereof) at MultiChoice City, 144 Bram Fischer Drive, Ferndale, Randburg, South Africa on **26 August 2025** at **12:30** (or, if later, immediately following the conclusion or adjournment of the AGM, which is scheduled to be held at 12:00 on the same date) to consider and, if deemed fit, to adopt, with or without modification, the Resolutions.

Please note that the registration counter for purposes of registering to vote at this meeting on 26 August 2025 will close at 10:45 on 26 August 2025.

Record date, attendance and voting

The record date on which the Shareholders must be recorded as such in the Register maintained by the Transfer Secretaries for the purpose of being entitled to attend and vote at the General Meeting is 22 August 2025. Accordingly, the last day to trade to be eligible to attend and vote at the General Meeting is 21 August 2025.

Before any person may attend, or participate in, the General Meeting, that person must present reasonably satisfactory identification and the person presiding at the meeting must be reasonably satisfied that the right of that person to participate and vote, either as a Shareholder or as a proxy for a Shareholder, has been reasonably verified. Forms of identification include valid identity documents, driver's licences and passports.

A Shareholder entitled to attend and vote at the General Meeting is entitled to appoint a proxy to attend, participate in and vote at the General Meeting in the place of the Shareholder. A proxy need not be a Shareholder of the Company. A Form of Proxy, which includes the relevant instructions for its completion is enclosed for use by Shareholders who wish to be represented at the General Meeting. Completion of a Form of Proxy will not preclude such a Shareholder from attending and voting (in preference to that Shareholder's proxy) at the General Meeting. For practical purposes, the Form of Proxy must reach the Transfer Secretaries by no later than 11:00 on Friday, 22 August 2025 to allow for processing of such Form of Proxy. The Form of Proxy may also be obtained from the registered office of the Company. Shareholders are advised to take into consideration postal delivery times when posting the Form of Proxy and the supporting documents related thereto, as no late postal deliveries will be accepted, unless the Board, in its discretion, determines otherwise.

As an alternative to submitting forms of proxy, Shareholders will be able to vote on the Resolutions set out in this Notice before the General Meeting by making use of the online voting platform. Shareholders can access the online voting platform by logging into their I-EX shareholder account (https://www.i-ex.co.za/) or contacting Singular Financial Services telephonically at 0860 116 226 to cast such Shareholder's vote telephonically. The online voting platform and telephonic voting service will be available from 11:00 on 4 August 2025 until 11:00 on Friday, 22 August 2025.

Votes at the General Meeting will be taken by way of a poll and not on a show of hands. On a poll votes may be given either personally or by proxy. A proxy need not be a Shareholder.

Electronic attendance

Shareholders entitled to attend and vote at the General Meeting or proxies of such Shareholders shall be entitled to attend (but not otherwise participate in or vote at) the General Meeting by electronic communication. Should a Shareholder wish to attend the General Meeting by electronic communication, the Shareholder concerned should advise the Company thereof by no later than Friday, 22 August 2025 by submitting by email to Singular Financial Services (phuthumanathi@singularservices.co.za) the relevant contact details, as well as full details of the Shareholder's title to securities issued by the Company and proof of identity, in the form of certified copies of identity documents, driver's licences or passports and written confirmation from the Transfer Secretaries confirming the Shareholder's title to the Shares. On receipt of the required information, the Shareholder concerned will be provided with a secure code and instructions to access the electronic communication during the General Meeting. Shareholders must note that access to the electronic communication will be for their expense.

Purpose of the General Meeting

The purpose of the General Meeting is to consider and, if deemed fit, adopt, with or without modification, the Resolutions set out hereunder in the manner required, as applicable, by the Companies Act and the PN MOI.

Voting on Resolutions

In respect of any component of the Resolutions which is posed as a special resolution, but for which only an ordinary resolution is required, the passing of the special resolution shall be deemed to include such component of the Resolution having been passed as an ordinary resolution.

The adoption of the Resolutions requires approval of at least 75% of the aggregate voting rights exercised on the Resolution by the Shareholders whether present in person or represented by proxy, at the General Meeting and entitled to exercise voting rights on the Resolutions.

RESOLUTIONS

i. SPECIAL RESOLUTION NUMBER 1 – APPROVAL OF PN MOI AMENDMENTS

"***Resolved as a special resolution that**, the PN MOI Amendments contained in Annexe E of the Circular be and are hereby adopted and approved in terms of section 16(1)(c) read with section 16(5)(b) of the Companies Act, with effect from the date falling 10 Business Days (unless endorsed sooner) after receipt of the notice of the PN MOI Amendments by the CIPC.*"

Threshold:

In order for special resolution number 1 to be adopted, it must be supported by at least 75% of the voting rights exercised on it by the Shareholders.

ii. SPECIAL RESOLUTION NUMBER 2 – APPROVAL OF THE DISPOSAL, PURSUANT TO SECTIONS 112 AND 115 OF THE COMPANIES ACT

"***Resolved as a special resolution that**, subject to special resolution number 1 being adopted and the PN MOI Amendments becoming effective, the Company be and is hereby authorised to implement the Disposal pursuant to the Repurchase and Subscription Agreement, and accordingly that the Disposal pursuant to the Repurchase and Subscription Agreement be and is hereby approved pursuant to and in terms of sections 112 and 115 of the Companies Act.*"

Threshold:

In order for special resolution number 2 to be adopted, it must be supported by at least 75% of the voting rights exercised on it by the Shareholders. 10.07% of the voting rights will not be entitled to be exercised on special resolution number 2, as envisaged in section 115(4) of the Companies Act. These voting rights will accordingly not be included in calculating the percentage of voting rights required to be present to determine if the applicable quorum requirements are satisfied or to be voted in support of special resolution number 2.

iii. SPECIAL RESOLUTION NUMBER 3 – REVOCATION OF SPECIAL RESOLUTION NUMBER 1 AND 2 IF THE DISPOSAL IS NOT IMPLEMENTED

"***Resolved as a special resolution that**, if special resolution number 1 and special resolution number 2 is adopted and thereafter the Disposal is not implemented for any reason, special resolution number 1 and special resolution number 2 be and are hereby revoked.*"

Threshold:

In order for special resolution number 3 to be adopted, it must be supported by at least 75% of the voting rights exercised on it by the Shareholders. 10.07% of the voting rights will not be entitled to be exercised on special resolution number 3, as envisaged in section 115(4) of the Companies Act. These voting rights will accordingly not be included in calculating the percentage of voting rights required to be present to determine if the applicable quorum requirements are satisfied or to be voted in support of special resolution number 3.

QUORUM

The quorum requirement for the General Meeting to begin or for a matter to be considered at the General Meeting is at least three Shareholders present in person and entitled to vote on the Resolutions. In addition:

- the General Meeting may not begin until sufficient persons are present or represented by proxy to exercise, in aggregate, at least 0.05% of the voting rights that are entitled to be exercised in respect of the Resolutions;
- the special resolutions in connection with the Disposal may not begin to be considered unless sufficient persons are present or represented by proxy to exercise, in aggregate, at least 25% of all the voting rights that are entitled to be exercised in respect of those special resolutions; and
- the remaining Resolutions may not begin to be considered unless sufficient persons are present or represented by proxy to exercise, in aggregate, at least 0.05% of all the voting rights that are entitled to be exercised in respect of the remaining Resolutions.

By order of the Board

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PHUTHUMA NATHI
SHARE THE FUTURE

Phuthuma Nathi Investment (RF) Limited
(Incorporated in the Republic of South Africa)
(Registration number 2006/015187/06)
Ordinary Short Code: EXPN1

FORM OF PROXY

CAPITALISED TERMS USED IN THIS FORM OF PROXY BUT THAT ARE NOT DEFINED HEREIN SHALL HAVE THE MEANING ASCRIBED TO THEM IN THE CIRCULAR, UNLESS THE CONTEXT CLEARLY INDICATES OTHERWISE.

For use by Shareholders in respect of the General Meeting to be held at the MultiChoice City, 144 Bram Fischer Drive, Ferndale, Randburg, South Africa on Friday, 22 August 2025 at 12:30 (or, if later, immediately following the conclusion or adjournment of the AGM, which is scheduled to be held at 12:00 on the same date).

I/We (block letters)

Identity number/registration number

of (address)

telephone (work) (mobile)

being the holder(s) of Shares in the Company, do hereby appoint (refer to note 1)

1. or failing him/her

2. or failing him/her the chairperson of the General Meeting,

as my/our proxy to act for me/us and on my/our behalf at the General Meeting which will be held for the purpose of considering and, if deemed fit, passing, with or without modification, the Resolutions to be proposed thereat and at any adjournment or postponement thereof, and to vote for or against the Resolutions and/or abstain from voting, in respect of the Shares registered in my/our name(s) in accordance with the instructions set out on the reverse side hereof, and generally to act as my/our proxy at the said General Meeting (tick whichever is applicable).

The Shareholder must provide direction to his/her proxyholder (unless the proxy is provided to the chair); failure to comply will be deemed to authorise the chair to vote in favour of the Resolution.

I/We desire to vote as follows:

Description	**For**	**Against**	**Abstain**
Special resolution number 1: Approval of PN MOI Amendments			
Special resolution number 2: Approval of the Disposal, pursuant to sections 112 and 115 of the Companies Act			
Special resolution number 3: Revocation of special resolution number 1 and 2 if the Disposal is not implemented			

Signed at on 2025

Assisted by (where applicable)

Signature of authorised representative of shareholder or shareholder:

Telephone numbers (including international and area code)

Home number:

Mobile number:

Email address:

NOTES TO FORM OF PROXY

1. THE FOLLOWING PROVISIONS SHALL APPLY IN RELATION TO PROXIES:
   1.1 A Shareholder of the Company may appoint any individual (including an individual who is not a Shareholder of the Company) as a proxy to participate in, speak and vote at the General Meeting of the Company.
   1.2 A Shareholder may appoint two or more persons concurrently as proxies and may appoint more than one proxy to exercise voting rights attached to different securities held by the Shareholder.
   1.3 A proxy instrument must be in writing, dated and signed by the Shareholder.
   1.4 A proxy may not delegate the proxy's authority to act on behalf of the Shareholder to another person, other than to the chair.
   1.5 A copy of the instrument appointing a proxy must be delivered to the Company, or to any other person on behalf of the Company, before the proxy exercises any rights of the Shareholder at the General Meeting.
   1.6 Irrespective of the form of instrument used to appoint the proxy: (i) the appointment is suspended at any time and to the extent that the Shareholder chooses to act directly and in person in the exercise of any rights as a Shareholder; (ii) the appointment is revocable unless the proxy appointment expressly states otherwise; and (iii) if the appointment is revocable, a Shareholder may revoke the proxy appointment by cancelling it in writing or making a later inconsistent appointment of a proxy and delivering a copy of the revocation instrument to the proxy and the Company.
   1.7 The proxy is not entitled to exercise, or abstain from exercising, any voting right of the Shareholder without direction.
2. A Shareholder may insert the names of two alternative proxies of the Shareholder's choice in the space provided, deleting "the chair of the General Meeting". The person whose name appears first on the Form of Proxy and whose name has not been deleted and who attends the General Meeting, will be entitled and authorised to act as proxy to the exclusion of those whose names follow.
3. A Shareholder's instructions to the proxy must be indicated by that Shareholder in the appropriate space provided, failing which the proxy shall not be entitled to vote at the General Meeting in respect of the Shareholder's votes exercisable at the General Meeting, provided where the proxy is the chair, failure to so comply will be deemed to authorise the chair to vote in favour of the Resolution.
4. A Shareholder may appoint a proxy at any time. For practical purposes, Forms of Proxy must be lodged at or posted to the Transfer Secretaries. Forms of Proxy lodged in this manner are to be received by no later than 11:00 on Friday, 22 August 2025, or such later date if the General Meeting is postponed to allow for processing of such proxies. All other proxies must be handed to the chair of the General Meeting prior to the proxy exercising any right of the Shareholder at the General Meeting.
5. The completion and lodging of this Form of Proxy will not preclude the Shareholder from attending the General Meeting and speaking and voting in person at the General Meeting to the exclusion of any proxy appointed in terms hereof.
6. A Form of Proxy shall be valid for any adjournment or postponement of the General Meeting, as well as for the meeting to which it relates, unless the contrary is stated therein, but shall not be used at the resumption of an adjourned General Meeting if it could not have been used at the General Meeting from which it was adjourned for any reason other than that it was not lodged timeously for the meeting from which the adjournment took place.
7. A vote cast or act done in accordance with the terms of a Form of Proxy shall be deemed to be valid despite:
   7.1 the death, insanity, or any other legal disability of the person appointing the proxy; or
   7.2 the revocation of the proxy; or
   7.3 the transfer of a Share in respect of which the proxy was given, unless notice as to any of the abovementioned matters shall have been received by the Company at its registered office or by the chair of the General Meeting at the place of the General Meeting, if not held at the registered office, before the commencement or resumption (if adjourned) of the General Meeting at which the vote was cast or the act was done or before the poll on which the vote was cast.
8. The authority of a person signing the Form of Proxy:
   8.1 under a power of attorney; or
   8.2 on behalf of a Company or close corporation or trust, must be attached to the Form of Proxy unless the full power of attorney has already been received by the Company or the Transfer Secretaries.
9. Where shares are held jointly, all joint holders must sign.