



FAIRVEST PROPERTY HOLDINGS LIMITED

(Incorporated in the Republic of South Africa)

(Registration number 1998/005011/06)

JSE share code: FVT ISIN: ZAE 000203808

(Approved as a REIT by the JSE Limited)

(“Fairvest”)



SAFARI INVESTMENTS RSA LIMITED

(Incorporated in the Republic of South Africa)

(Registration number 2000/015002/06)

Share code: SAR ISIN: ZAE000188280

(Approved as a REIT by the JSE Limited)

(“Safari”)

JOINT ANNOUNCEMENT OF A FIRM INTENTION BY SAFARI TO MAKE AN OFFER TO ACQUIRE ALL THE ISSUED SHARES OF FAIRVEST BY WAY OF A SCHEME OF ARRANGEMENT

1. Introduction and rationale

With reference to the joint announcement of Safari and Fairvest released on SENS on 28 March 2019, shareholders are advised that Safari has notified the board of directors of Fairvest of Safari’s firm intention to make an offer (the “**offer**”) to acquire all the issued shares of Fairvest, to be effected by scheme of arrangement (the “**scheme**”) in terms of section 114 of the Companies Act, 71 of 2008 (the “**Companies Act**”). The board of directors of Fairvest has agreed to propose the scheme for implementation between Fairvest and Fairvest shareholders in order to give effect to a friendly merger of Fairvest and Safari (the “**merger**” or “**proposed transaction**”).

Safari and Fairvest, which both focus on lower LSM retail properties, consider their respective management teams and operational platforms as synergistic and foresee that the proposed transaction will unlock enhanced efficiencies in the management of both companies’ property portfolios. They envisage that, after implementation of the proposed transaction, the management team of the enlarged group would comprise Darren Wilder as chief executive officer, Dirk Engelbrecht as chief operating officer and Jacques Kriel as chief financial officer.

Implementation of the proposed transaction is expected to allow for some immediate cost savings and the realisation over time of improved funding costs and other efficiencies as a result of greater critical mass. Post the merger, an increased market capitalisation is expected to improve the liquidity in the trading of Safari shares.

2. Terms of the offer

2.1. Mechanics and structure

2.1.1. The offer is to acquire all Fairvest shares in issue by way of the scheme, between Fairvest and all of its shareholders.

2.1.2. Implementation of the scheme will constitute Fairvest as a wholly-owned subsidiary of Safari and be followed by Fairvest’s delisting from the JSE Limited (“**JSE**”).

2.2. Consideration for Fairvest shares

2.2.1. The scheme, if approved, will result in Fairvest shareholders exchanging their Fairvest shares for shares in Safari (ranking *parri passu* with the existing issued and listed Safari shares), at a swap ratio of 0.45 Safari shares for each Fairvest share (the “**scheme consideration**”).

2.2.2. The scheme consideration is based on the assumption that, at the date of implementation of the scheme, Fairvest and Safari will have shares in issue (and no outstanding shares or rights to be issued shares) as follows:

2.2.2.1. Fairvest – 1 018 125 441 ordinary shares; and

2.2.2.2. Safari – 310 826 016 ordinary shares.

Insofar as it is necessary, any changes to the above number of issued or to be issued shares will be taken into account in a proportionate adjustment to the scheme consideration, with the relevant exchange ratio rounded according to standard convention to the fifth decimal place. Entitlements to fractions of Safari shares will be settled in cash, in the manner provided for in the JSE Listings Requirements.

3. Conditions

The offer and the scheme will be subject to the following suspensive conditions ("**Conditions**"):

- 3.1. by 31 December 2019 (the "**Longstop Date**"), provision by an independent expert, appointed by the Fairvest board in accordance with section 114(2) of the Companies Act and Regulations 90 and 110(1) of the Companies Regulations, 2011 (the "**Takeover Regulations**"), of an opinion dealing with the matters set out in sections 114(3) of the Companies Act and Regulation 90 of the Takeover Regulations, and in which opinion the independent expert expresses the view that the scheme and the scheme consideration are fair and reasonable to Fairvest shareholders;
- 3.2. by the Longstop Date, approval being given by the requisite majority of Safari shareholders of the relevant resolutions required to authorise the implementation of the scheme as pursuant to (i) a "category 1 transaction" and a reverse-takeover in terms of the JSE Listings Requirements, (ii) section 41 of the Companies Act and (iii) the memorandum of incorporation of Safari;
- 3.3. by the Longstop Date, the JSE granting in principle approval to admit to listing on the Main Board of the JSE the Safari shares constituting the scheme consideration, and for the continued listing of Safari shares on the Main Board of the JSE, either unconditionally or on conditions which are (i) of an administrative or procedural nature or (ii) are reasonably acceptable to Fairvest and Safari;
- 3.4. by the Longstop Date, implementation of the internalisation of the external asset manager of Fairvest, New Star Asset Management Proprietary Limited (the "**external asset manager**"), by payment of cash and/or the issue of new Fairvest shares (provided that any such shares are issued prior to the scheme record date and are subject to the scheme), at a price and on a basis that Fairvest and Safari reasonably assess will not be dilutive of the distributable earnings forecast by Fairvest for the 12 months ending 30 June 2020, or thereafter and will not result in (i) any commitment, obligation, liability or cost to Fairvest or any of its subsidiaries which is deferred or which is of a capital nature or (ii) any restriction on Fairvest or any of its subsidiaries;
- 3.5. by the Longstop Date, the joint offer circular relating to the offer and scheme is despatched to Fairvest shareholders, incorporating unanimous or majority recommendations by the board and the independent board of directors of Fairvest to Fairvest shareholders to approve the scheme, and the opinion of the independent expert referred to in paragraph 3.1, and such recommendations and opinions not being withdrawn or adversely amended prior to the fulfilment of the condition in paragraph 3.6;
- 3.6. by the Longstop Date, approval being given by the requisite majority of Fairvest shareholders, as contemplated in section 115 of the Companies Act and, as applicable, the memorandum of incorporation of Fairvest, and, by no later than the Longstop Date, (i) to the extent required, the approval of the implementation of the relevant special resolution(s) by the High Court is obtained and (ii), if applicable,

Fairvest not treating the scheme special resolution as a nullity, as contemplated in section 115(5)(b) of the Companies Act;

- 3.7. with regard to Fairvest shareholders exercising their appraisal rights under section 164 of the Companies Act (if any), either: (i) Fairvest shareholders give notice objecting to the scheme as contemplated in section 164(3) of the Companies Act and vote against the scheme at the relevant meeting in respect of less than or equal to 2% of all of the issued Fairvest shares or (ii) if Fairvest shareholders give notice objecting to the scheme and vote against the scheme at the meeting in respect of more than 2% of all of the Fairvest shares, then, within the time period permitted in terms of the Companies Act, dissenting shareholders have exercised appraisal rights, by giving valid demands in terms of sections 164(5) to 164(8) of the Companies Act, in respect of less than or equal to 2% of all the Fairvest shares, or not at all; provided that this Condition will not fail unless and until on or before the Longstop Date Fairvest or Safari gives the other written notice that the condition has failed and has not been waived;
- 3.8. by the Longstop Date, all applicable regulatory and statutory approvals required by either Safari or Fairvest, or their subsidiaries, for or arising from the proposed transaction are obtained, including, (i) the issue of a compliance certificate by the Takeover Regulation Panel in relation to the scheme, and (ii) approval from the South African Competition authorities, in each such case on an unconditional basis, or to the extent that any such regulatory or statutory approvals are subject to any obligation, undertaking, condition or qualification, Fairvest and Safari confirming in writing to each other, acting reasonably, that the obligation, undertaking, condition or qualification is acceptable to them;
- 3.9. by the Longstop Date, where any approval (including any permission, waiver or consent) is required by either Fairvest or Safari, or any of its or their subsidiaries, from a third party under any third party debt or preference share funding agreement or document, or guarantee or security arrangement related thereto, (collectively, "**Funding Documents**") binding on either Fairvest or Safari, or any of their subsidiaries, in order for Fairvest or Safari to enter into and/or implement the scheme without such action (i) causing a breach of or default under such Funding Document; (ii) giving rise to a liability (or increased liability) to Fairvest, Safari or any of its or their subsidiaries; and/or (iii) giving rise to a material right in favour of any third party, such approval is granted in each such case on an unconditional basis, or to the extent that any such approvals are subject to any obligation, undertaking, condition or qualification, and subject to an occurrence described in (i), (ii) and (iii) constituting a material adverse event as defined in paragraph 4.1.5 below, Fairvest and Safari confirming in writing to each other, acting reasonably, that the obligation, undertaking, condition or qualification is acceptable to them; and
- 3.10. by the Longstop Date, where any approval (including any permission, waiver or consent) is required by either Fairvest or Safari from a third party under any lease agreement, shareholders agreement, constitutional document, joint venture agreement, or other agreement related thereto (collectively, "**Key Third Party Contracts**") binding on either Fairvest or Safari, or any of their subsidiaries, or under any law, in order for Fairvest or Safari to enter into and/or implement the scheme without such action (i) causing a breach of or default under such Key Third Party Contract or law; (ii) giving rise to a liability (or increased liability) to Fairvest, Safari or any of its or their subsidiaries (including any requirement to make a mandatory offer); and/or (iii) giving rise to a material right in favour of any third party, such approval is granted in each such case on an unconditional basis, or to the extent that any such approvals are subject to any obligation, undertaking, condition or qualification, and subject to an occurrence described in (i), (ii) and (iii) constituting a material adverse event as defined in paragraph 4.1.5 below, Fairvest and Safari confirming in writing to each other, acting reasonably, that the obligation, undertaking, condition or qualification is acceptable to them.

Each of Safari and Fairvest will co-operate with one another, and shall take such actions as are reasonably available to it to procure that its subsidiaries shall, use its/their respective reasonable endeavours to procure the

fulfilment of each of the Conditions as soon as practicably possible, to the extent that it is within its respective power or control to do so (but without being obliged to waive any Condition or give any consent or confirmation thereunder to the extent it is permitted to reasonably withhold such consent and acts reasonably in doing so).

The Conditions are for the benefit of both Fairvest and Safari and may be waived by written agreement between them prior to the date and time for fulfilment of the relevant Condition/s.

Subject to the sentence hereafter, in the event that the Conditions are not fulfilled or waived timeously, then the scheme will not become operative and shall be of no force or effect. The Conditions will be read *pro non-scripto* for all purposes upon the issue on SENS of the finalisation announcement jointly approved in writing by Fairvest and Safari.

The dates/s and times for the fulfilment or waiver of any one or more of the Conditions may be extended by written agreement between Fairvest and Safari.

4. Termination events

- 4.1. The scheme will terminate forthwith, and the scheme resolution (if any) shall be treated by Fairvest as a nullity –
 - 4.1.1. upon written notice from either Fairvest to Safari, or Safari to Fairvest, if the scheme is not approved by the requisite majority of Fairvest shareholders at the meeting convened for such purpose;
 - 4.1.2. upon written notice from either Fairvest to Safari, or Safari to Fairvest, if the transaction is not approved by the requisite majority of Safari shareholders at the meeting convened for such purpose;
 - 4.1.3. if any Condition which may be waived by Safari becomes incapable of fulfilment, and Safari notifies Fairvest in writing that Safari will not waive that Condition or if any Condition which may be waived by Fairvest becomes incapable of fulfilment, and Fairvest notifies Safari in writing that Safari will not waive that Condition;
 - 4.1.4. upon written notice from either Fairvest to Safari, or Safari to Fairvest, if all of the Conditions have not been fulfilled or waived (to the extent permitted), on or before the relevant date/s for fulfilment or waiver (to the extent permitted);
 - 4.1.5. upon written notice from either Fairvest to Safari, or Safari to Fairvest, if at any time prior to or at the date on which the scheme is or becomes unconditional, there arises or occurs a material adverse event in relation to either or both Fairvest and/or Safari. A “**material adverse event**” shall mean any event, circumstance or matter or a combination of events, circumstances or matters, which has (or might reasonably be expected to have) a material adverse effect on the business, assets, liabilities, value and/or financial condition of either Fairvest or Safari, including any event, circumstance or matter that may have (or might reasonably be expected to have) an adverse impact of more than 5% of anticipated distribution per share for the 12-month forecast period to 30 June 2020; or
 - 4.1.6. upon written notice by Safari to Fairvest, or Fairvest to Safari, ("**defaulting party**"), as applicable, if the defaulting party commits a material breach of any provision of the scheme or the terms of paragraphs 6 or 7 and fails to remedy such breach within the shorter of (i) 10

business days of receipt of a written notice by the defaulting party from another party requesting such remedy or (ii) the date on which the scheme is or becomes unconditional.

- 4.2. Neither Fairvest nor Safari may terminate the scheme after the date on which the scheme is or becomes unconditional.

5. **Clean-out distribution**

- 5.1. The Safari shares constituting the scheme consideration to be issued to Fairvest shareholders are to be issued “*ex*” entitlement to any distribution for the period commencing immediately subsequent to the most recent year-end or interim reporting period, whichever is most recent, to the record date for the implementation of the scheme (the “**clean-out distribution record date**”).
- 5.2. In order to achieve this, Safari will declare and pay a special cash distribution to Safari shareholders for the period commencing immediately subsequent to the most recently preceding year-end or interim reporting period and ending on the clean-out distribution record date, with such Safari shareholders becoming unconditionally entitled to this dividend as of a record date prior to the date on which the new Safari shares are issued to Fairvest shareholders pursuant to the scheme.
- 5.3. In addition, Fairvest will declare and pay a special cash distribution to Fairvest shareholders for the period commencing immediately subsequent to the most recently preceding year-end or interim reporting period and ending on the clean-out distribution record date, with such Fairvest shareholders becoming unconditionally entitled to this dividend as of a record date prior to the record date for the scheme.
- 5.4. As a consequence of the special distribution for the period ending on the clean-out distribution record date, Safari’s next distribution in respect of Safari shares for the following reporting period will be for the period from the clean-out distribution record date to the end of the next year-end or interim reporting period, as the case may be.

6. **Interim period undertakings**

Each of Safari and Fairvest have reciprocally undertaken in favour of the other that, between the date of this announcement and the earlier of the implementation or termination of the scheme, it will and will take such actions as are reasonably available to it to procure that its subsidiaries shall:

- 6.1. continue to conduct its and their businesses in the ordinary and regular course;
- 6.2. not without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, make any acquisitions or effect any disposals of any properties and/or the rental enterprises conducted thereon;
- 6.3. not without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, increase their indebtedness, at a consolidated level, over and above their existing debt facilities, nor shall they amend any of the terms applicable to such existing debt facilities in a manner which is materially adverse to it;
- 6.4. not without the prior written consent of the other party, which consent shall not be unreasonably withheld, issue any shares or other debt or equity securities, or grant any options in or over such shares or securities; provided that a party shall be entitled to withhold its consent in respect of an issue of shares by the other party which is (i) not pursuant to an acquisition in the ordinary course of business and/or (ii) alone, or when aggregated with any other share issue, in excess of 10% of the shares in issue as at 28 June 2019 of the issuing party, and/or (iii) is dilutive of the earnings per share of the issuing party; and

6.5. other than as provided in paragraph 5, not effect any payments or distributions to shareholders other than in the ordinary, normal and regular course in accordance with its historic distribution policy and practices.

7. Exclusivity

7.1. Each of Fairvest and Safari have reciprocally undertaken in favour of one another that, until the earlier of the Long Stop Date or the date on which the scheme terminates or is implemented (the “**exclusivity period**”), they will not, directly or indirectly solicit, initiate or encourage any expression of interest, enquiry, proposal or offer regarding any merger, amalgamation, business combination, takeover bid, sale or other disposition of all or substantially all of the equity in and/or business and/or assets of either party, or afford options to acquire equity, the business and/or assets of either party or enter into any negotiation or consummate any transaction for any type of similar transaction or series of transactions, which would or could constitute a change of control (as contemplated in section 123(5) of the Companies Act read with Regulation 86 of the Takeover Regulations) in relation to either party or reasonably be considered to be likely to preclude or frustrate the proposed transaction or its implementation (each an “**alternative proposal**”).

7.2. The obligations contained in paragraph 7.1 above do not vary, detract from or limit the fiduciary duties of the board of directors of Fairvest and Safari under common law, statute and/or any regulatory framework.

8. Pro forma earnings and net asset value effects pertaining to the scheme

Financial effects for Fairvest shareholders

8.1. In terms of Regulation 101(7)(b)(iv) of the Takeover Regulations, a firm intention announcement must contain, *inter alia*, the *pro forma* earnings and asset value per offeree regulated company security if the offer consideration consists wholly or partly of offeror securities.

The *pro forma* financial effects of the scheme for Fairvest shareholders set out below are provided for illustrative purposes only, to provide information about how the scheme may have affected the financial performance and financial position of Fairvest and, because of its nature, may not fairly represent the financial performance and financial position of Fairvest after implementation of the scheme. The *pro forma* financial effects have been prepared in accordance with International Financial Reporting Standards, the Guide on *Pro Forma* Financial Information issued by the South African Institute of Chartered Accountants and the JSE Listings Requirements.

8.2. The table below sets out the *pro forma* financial effects of the scheme on a Fairvest shareholder based on Fairvest’s unaudited results for the six months ended 31 December 2018, assuming that the scheme had been implemented on 1 July 2018 for purposes of the statement of comprehensive income and on 31 December 2018 for purposes of the statement of financial position.

Fairvest shareholder <i>pro forma</i> financial effects (cents):	Before the adjustments¹	After the scheme^{2,3}	% change
Net asset value per share	232.98	270.52	16.1%
Net tangible asset value per share	232.98	270.52	16.1%
Earnings per share	15.74	63.35	302.4%
Headline earnings per share	11.60	10.20	(12.0)%
Dividend per share	10.62	10.71	0.8%

Notes and assumptions:

1. This information has been extracted, without adjustment, from Fairvest’s unaudited results for the six months ended 31 December 2018.

2. The *pro forma* financial effects of the scheme on a Fairvest share have been calculated by combining Safari's results for the six months ended 31 March 2019 with Fairvest's unaudited results for the six months ended 31 December 2018. Included in earnings per share is a gain on bargain purchase calculated at R802.5 million. The gain has been calculated with reference to the scheme consideration and the fair values of assets and liabilities acquired had the scheme been implemented on 1 July 2018. The *pro forma* financial effects of the scheme on a Safari share were then multiplied by the scheme consideration to calculate the *pro forma* financial effects to a Fairvest shareholder.
3. Safari's earnings per share, headline earnings per share and dividend per share for the six months ended 31 March 2019 were calculated by subtracting Safari's unaudited results for the six months ended 30 September 2018 from Safari's audited annual financial statements for the year ended 31 March 2019.

9. **Delisting of Fairvest from the JSE**

Following implementation of the scheme, the listing of all the shares of Fairvest on the Main Board of the JSE will be terminated.

10. **Continued listing of Safari on the JSE**

As the proposed transaction results in a reverse takeover of Safari, the JSE is required to approve the continued listing of Safari. As there is no certainty that the JSE will grant such approval, such approval has been made a Condition to the scheme.

11. **Beneficial interest in Fairvest**

In accordance with the requirements of Takeover Regulations 101(7)(c)(i)-(iii), no beneficial interests in Fairvest are held or controlled, directly or indirectly, by any relevant party.

12. **Confirmation to the Takeover Regulation Panel**

In accordance with the Takeover Regulations, Safari has confirmed with the Takeover Regulation Panel (the "TRP") that it has a sufficient number of authorised and unissued shares in order to fulfil its consideration obligations in terms of the offer.

13. **Safari shareholding in Fairvest**

Safari does not hold or control (directly or indirectly) any Fairvest shares and does not have any arrangements (whether by way of option or otherwise) to acquire Fairvest shares, other than pursuant to the offer.

14. **Documentation and timing in relation to the scheme**

Full details of the scheme and ancillary matters will be set out in a joint circular which will be distributed by Fairvest and Safari to Fairvest shareholders within 20 business days after the date of this announcement, or such later date as agreed with the TRP, and will include the opinions of the independent expert in respect of the scheme, a notice of scheme meeting of Fairvest shareholders to approve the scheme and the applicable salient dates and times, including the date of the scheme meeting of Fairvest shareholders.

The proposed transaction will constitute a category 1 acquisition for Safari in terms of the JSE Listings Requirements, and will require approval of Safari shareholders under section 41 of the Companies Act. Full details of the scheme will be set out in a circular which will be distributed by Safari to Safari shareholders within 60 days of this announcement, or such later date as agreed with the JSE, and will include a notice of general meeting of Safari shareholders to approve the scheme and the applicable salient dates and times, including the date of the general meeting of Safari shareholders.

The proposed transaction will also constitute a reverse takeover of Safari by Fairvest in terms of the JSE Listings Requirements, requiring revised listing particulars in respect of the enlarged Safari pursuant to the proposed

transaction. Revised listing particulars will be distributed by Safari to Safari shareholders together with the category 1 circular

15. No concert party arrangements

Safari is not acting in concert with any other person in relation to the offer or the scheme.

16. Appointment of independent board

Shareholders are advised that an independent board of directors consisting of Louis Andrag, Ndabe Mkhize, Advocate Jacob Wiese, Trevor Cohen and Khegu Nkuna has been appointed by Fairvest.

17. Historical financial information

As at 31 December 2018, Fairvest reported equity attributable to the owners of the company of R2.34 billion and net asset value per share of 232.98 cents. For the six months ended 31 December 2018, Fairvest reported profit and total comprehensive income attributable to owners of the parent of R157.10 million, distributable earnings of R106.79 million and dividend per share of 10.616 cents.

This information has been extracted from the unaudited summarised consolidated results of Fairvest for the six months ended 31 December 2018, which has been prepared in accordance with International Financial Reporting Standards and is available on Fairvest's website at <https://fairvest.co.za/news/results>.

18. Property specific information

The property specific information required in terms of the JSE Listings Requirements in relation to each of the properties comprising Fairvest's property portfolio is set out below.

				Weighted average net rental	Valuation
	Property name	Location	GLA (m²)	(R/m²)	(R'000)
	Offices		8 465		156 900
1	CHEP Building	Westville, KZN	3 337	110.77 ^{#1}	104 900
2	Omniplace	Bellville, WC	2 627	107.01	33 800
3	The Palms	Midrand, GP	2 501	78.99	18 200
	Retail		232 749		2 983 100
4	Bara Precinct	Soweto, GP	23 133	127.22	341 200
5	Middestad Mall	Bloemfontein, FS	18 162	135.30	260 400
6	Shoprite Empangeni	Empangeni, KZN	13 660	129.37	191 200
7	Tokai Junction	Tokai, WC	7 698	168.71	157 900
8	Nyanga Junction	Nyanga, WC	10 689	157.38	149 100
9	Sibilo Shopping Centre	Postmasburg, NC	8 476	130.34	123 500
10	Westville Junction	Westville, KZN	6 333	156.09	105 900
11	Kim Park	Kimberley, NC	8 949	104.43	99 100
12	Southview Shopping Centre	Soshanguve, GAU	7 620	111.83	98 700
13	Paddagat	George, WC	11 001	87.47	96 800
14	Qualbert Centre	Durban, KZN	4 655	171.98	84 500

15	Mala Plaza	Malamulele, LP	6 206	127.11	84 500
16	Richmond Shopping Centre	Richmond, KZN	8 844	100.27	82 300
17	Macassar Retail Centre	Macassar, WC	5 516	125.59	80 000
18	425 West Street	Durban, KZN	9 559	110.77 ^{#1}	78 100
19	Boxer Elliotdale	Elliotdale, EC	7 366	98.65	76 400
20	Sebokeng Plaza	Sebokeng, GP	5 717	108.23	70 400
21	Mega Park	Bloemfontein, FS	5 967	111.31	70 100
22	Club View Corner	Centurion, GP	6 074	106.39	67 300
23	Cosmos Centre	Bethal, MP	4 692	120.46	66 700
24	The Ridge	Roodepoort, GP	4 666	139.82	60 900
25	Masingita Shopping Centre	Giyani, LP	5 269	112.14	57 400
26	Bokleni Plaza	Libode, EC	4 980	109.21	56 200
27	212 Church Street	Pietermaritzburg, KZN	1 980	110.77 ^{#1}	46 900
28	Boxer Mqanduli	Mqanduli, EC	4 089	111.50	44 700
29	Coronation Walk	Queensburgh, KZN	3 047	132.91	42 800
30	Boxer Tabankulu	Tabankulu, EC	3 598	105.26	40 800
31	210 Church Street	Pietermaritzburg, KZN	1 897	110.77 ^{#1}	36 700
32	Parow Valley Centre	Parow, WC	3 985	87.24	36 200
33	Jan Niemand Spar	Pretoria, GP	2 139	110.77 ^{#1}	31 400
34	Mkuze Corner	Mkuze, KZN	3 388	90.96	31 100
35	Orange Farm	Orange Farm, GP	2 685	76.24	25 200
36	Zamdela Shopping Centre	Zamdela, FS	2 247	92.95	24 800
37	Pick `n Pay Vereeniging	Vereeniging, GP	2 626	79.68	24 500
38	Score Stretford	Stretford, GP	1 508	110.77 ^{#1}	12 400
39	Score Sharpeville	Sharpeville, GP	1 145	110.77 ^{#1}	12 100
40	Bradlows Building	Bloemfontein, FS	1 942	55.07	11 200
41	Nyanga Shopping Centre	Nyanga, WC	1 242	110.77 ^{#1}	3 700
	Total		241 214		3 140 000

Notes:

- #1 means single tenanted property. The weighted average net rent per m² for all single tenanted properties is R110.77 at 31 December 2018.
- All of the information is provided at 31 December 2018.
- All of the properties were valued at 31 December 2018 by the directors of Fairvest, who are not independent and are not registered as professional valuers or as professional associate valuers in terms of the Property Valuers Profession Act, No 47 of 2000.
- Safari is acquiring all of the issued shares of Fairvest in terms of the scheme and the scheme consideration will be settled in so many Safari shares as determined in terms of the swap ratio. No purchase price has been attributed to the Fairvest property portfolio or individual properties within the Fairvest property portfolio. The effective date of the proposed transaction is the date on which the scheme becomes unconditional.

19. **Responsibility statements**

The Fairvest board and independent board accept responsibility for the information contained in this announcement insofar as it relates to Fairvest. To the best of the respective boards' knowledge and belief, the

information contained in this announcement is true and this announcement does not omit anything likely to affect the importance of the information.

The Safari board accepts responsibility for the information contained in this announcement insofar as it relates to Safari. To the best of its knowledge and belief, the information contained in this announcement is true and the announcement does not omit anything likely to affect the importance of the information.

1 July 2019

Transaction advisor to Fairvest and Safari and transaction sponsor to Fairvest

JAVACAPITAL

Independent transaction advisor and transaction sponsor to Safari



Legal advisor to Safari

WEBBER WENTZEL
in alliance with > Linklaters

Sponsor to Fairvest and Safari

