

EXTRAORDINARY GENERAL MEETING



PALLINGHURST

PALLINGHURST RESOURCES LIMITED

(a non-cellular company incorporated under The Companies (Guernsey) Law 2008 and registered in Guernsey, with registered number 47656)

(Registered as an external company in South Africa under registration number 2009/012636/10 on 26 June 2009)

Share code on the BSX: PALLRES

ISIN: GGOOB27Y8Z93

Share code on the JSE: PGL

(the "**Company**")

NOTICE OF EXTRAORDINARY GENERAL MEETING

Notice is hereby given that that an extraordinary general meeting of shareholders of the Company will be held at The Old Government House Hotel, St. Ann's Place, St. Peter Port, Guernsey, GY1 2NU on Tuesday, 26th June 2018 at noon (British Summer Time) (the "**General Meeting**").

To consider and if thought fit to pass the following resolutions of the Company:

SPECIAL RESOLUTIONS

It is hereby resolved that:

- The articles of association of the Company (the "Articles") be amended as set out in the amended version of the Articles attached as Appendix A to this Notice of General Meeting, which amendments are reflected in colour; and
- The Company name is changed to Gemfields Group Limited which shall be effective as of 26th June 2018,

in each case, as more fully described in the Explanatory Memorandum which attached to this Notice of General Meeting as Appendix B.

The board of directors of the Company be and is hereby authorised to take all such steps, do all such things and execute all such forms and documentations as may be necessary, required and/or incidental to the implementation of these Special Resolutions.

For these Special Resolutions to be passed, they must be supported by more than 75% of the votes cast.

The reasons and effects of these Special Resolutions are fully described in the Explanatory Memorandum.

By **Vistra Fund Services (Guernsey) Limited**

11 New Street
St Peter Port
Guernsey
GY1 2PF
Channel Islands
Company Secretary

25th May 2018

DATES AND VOTING

Shareholders are advised that meeting participants (including proxies) may be required to provide reasonably satisfactory identification before being entitled to participate in or vote at the General Meeting. Forms of identification that will be accepted include a driver's licence or passport.

The Board has determined the following:

- Those shareholders registered on the Company's shareholders' register at 10 am BST on Friday, 25 May 2018 will receive notice of the General Meeting.
- Those shareholders registered on the Company's shareholders' register at 10 am BST on Monday, 18th June 2018 will be eligible to participate and vote.

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- In the event that the General Meeting is adjourned, those shareholders registered on the shareholders' register four full business days before the time of any adjourned meeting will be eligible to participate and vote.
 - Voting will be by way of a poll and every shareholder, present in person or represented by proxy and entitled to vote, shall be entitled to one vote for every share held.

PROXIES

A shareholder is entitled to attend the General Meeting in person and vote or to appoint a proxy (or proxies) to attend and to speak and, on a poll, vote instead of him/her. A proxy need not be a shareholder. A shareholder may appoint more than one proxy provided that each proxy is appointed to exercise the rights attached to a different share or shares held by him/her. The appointment of a proxy will not prevent a shareholder from subsequently attending the General Meeting and voting in person.

To be effective, a Form of Proxy, and any power of attorney or other authority under which it is signed (or a certified or notarised copy of any such authority) must be completed, signed and either lodged, not less than two business days before the time for holding the meeting or adjourned meeting.

Shareholders with shares registered on the BSX should use the proxy form with the yellow band for completion, and shareholders registered on the JSE should use the proxy form with the blue band for completion. For any issues please contact the relevant registrar:

BSX Registrar

Computershare Investor Services (Guernsey) Limited
1st Floor
Tudor House
Le Bordage
St Peter Port
Guernsey
GY1 1DB
Tel: +44 (0) 370 707 4040

JSE Registrar

Computershare Investor Services (Pty) Limited
Rosebank Towers
15 Biermann Avenue
Rosebank
2196
South Africa
Tel: +27 (0) 11 370 5000

Forms of Proxy submitted for the original meeting will remain valid for any adjourned meeting. **If you do not intend to attend the General Meeting please complete and return the Form of Proxy as soon as possible.**



APPENDIX A

MEMORANDUM AND ARTICLES OF INCORPORATION GEMFIELDS GROUP LIMITED

INCORPORATED UNDER THE COMPANIES (GUERNSEY) LAW, 1994 AS AMENDED ORGANISED UNDER
THE COMPANIES (GUERNSEY) LAW, 2008 AS AMENDED

COMPANY LIMITED BY SHARES

Registered this day _____ 2018

Unless otherwise defined in this Memorandum of Incorporation, capitalised terms used in the Memorandum of Incorporation shall bear the meaning ascribed to them in the Company's Articles of Incorporation.

1. The name of the Company is GEMFIELDS GROUP LIMITED.
2. The registered office of the Company is situated in Guernsey.
3. The Company is a non-cellular company.
4. The liability of each Investor is limited to the amount (if any) for the time being unpaid on the shares held by him.
5. The objects and powers of the Company are not restricted.

**THE COMPANIES (GUERNSEY) LAW, 2008 COMPANY LIMITED BY SHARES ARTICLES OF INCORPORATION OF
GEMFIELDS GROUP LIMITED**

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1. STANDARD ARTICLES

The standard Articles prescribed pursuant to section 16(2) of the Law shall be excluded in their entirety.

2. INTERPRETATION

In these Articles the following words shall bear the following meanings if not inconsistent with the subject or context:

Words	Meanings
Accounting Date	31 December each year or the date on which the Company is wound up.
Accounting Period	A period commencing on the day following the preceding Accounting Date and ending on and including the next Accounting Date.
Administrator	Such administrator of international repute as may be selected by the Directors to be administrator of the Company from time to time.
Articles	These Articles of Incorporation as now framed and at any time altered.
Associate	With respect to any specified Person, a Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the Person specified. For the purposes of this definition, the term "control" and the consequences thereof, means: (a) the direct or indirect ownership of in excess of 50% of the equity interests (or interests convertible into or otherwise exchangeable for equity interests) in a Person; or (b) the possession of the direct or indirect right to vote in excess of 50% of the voting interest or to elect in excess of 50% of the board of directors or other governing body of a Person (whether by equity ownership, contract or otherwise).
Auditors	Such auditors of international repute as may be selected by the Directors to be the auditors of the Company.
Board	The board of Directors of the Company.
Business Day	Any day other than a Saturday, Sunday or public holiday on which banks are normally open for the conduct of ordinary non-automated business in London and Guernsey.
Cause	Means: (a) fraud; or (b) wilful misconduct; or (c) gross negligence; or (d) bad faith; or (e) reckless disregard for a person's obligations and duties, which in each case, has a material effect on the Company and/or its Investors.
clear days	In relation to the period of notice means that period excluding the day when notice is given or deemed to be given and the day for which it is given or on which it is to take effect.
Company	Gemfields Group Limited
Company's Funds	The aggregate amounts received by the Company from Investors on any capital raisings.
Directors or the Directors	The Directors at any time or the Directors present at a duly convened meeting of Directors at which a quorum is present.
Distribution	Distributions in cash or distributions in specie of any securities to Investors (and "Distribution" and "Distributed" shall be construed accordingly) and otherwise in accordance with the Law.
Independent Valuer(s)	Such independent valuer(s) of international repute as may be appointed by the Directors to be the independent valuer of the Company's Investments.
Investment	Any investment, asset or other interest acquired by the Company (whether for consideration in cash or securities or assets or existing Investments or otherwise) including but not limited to shares, debentures, loan stock or other securities of and loans (whether secured or unsecured) made to any body corporate or other entity.
Investor	A person who is a registered holder of Ordinary Shares in the Company.
Issuer Services Division of the JSE	Means the division of the JSE which is tasked with the listings function of the JSE.

JSE	Means Johannesburg Securities Exchange, JSE Limited, Registration number 2005/022939/06, a company duly registered and incorporated with limited liability under the Company laws of the Republic of South Africa and licensed as an exchange under the Financial Markets Act, No 19 of 2012.
JSE listing requirements	Means the listing authority requirements from time to time for companies listed on the JSE.
Key Executives	Means the individuals appointed by the Company from time to time pursuant to the various Service Agreements, to provide investment management and advisory services to the Company and/or its Associates in relation to Investments.
Law	The Companies (Guernsey) Law, 2008 as amended, extended or replaced and any ordinance, statutory instrument or regulation made thereunder and references to sections thereof shall refer to such sections as amended or renumbered from time to time.
Liquidator	Includes joint Liquidators.
Memorandum	The Memorandum of Incorporation of the Company as amended or replaced from time to time.
Market Value per Share	The 30-day VWAP per Ordinary Share.
Net Asset Value	The net asset value of the Company as estimated by the Directors and audited by the Auditors (or the Liquidator on a winding up, as the case be).
Office	The registered office at any time of the Company.
Ordinary Resolution	A resolution taken in accordance with the Articles, passed by a simple majority of Investors, present or by proxy, at the meeting, convened with the proper notice of the meeting having been provided to the Investors.
Ordinary Share	An ordinary share in the capital of the Company with a par value of USD 0.00001 each having the rights described in these Articles.
Person	Any individual, body corporate or corporation, limited liability company, partnership, limited partnership, limited liability partnership, trust or other legal entity.
Register	The register of Investors to be kept pursuant to the Law.
Seal	The common seal of the Company.
Secretary	Any person appointed by the Directors to perform any of the duties of Secretary of the Company (including a temporary or assistant secretary) and in the event of two or more persons being appointed as joint secretaries any one or more of the persons so appointed.
SENS	Means the Securities Exchange News Service, an office established by the JSE to disseminate relevant company information to the market.
Service Agreements	Means the service agreements between the Company and each of the Key Executives which governs, among other things, the provision by the Key Executives of the investment management and advisory services to the Company in accordance with the Investment Policy.
shares	All shares of whatever description in the capital of the Company and having the rights described in these Articles.
Special Resolution	A resolution taken in accordance with the Articles, passed by a majority of not less than three quarters of the votes of the Investors, present or by proxy, at the meeting convened with the proper notice of the meeting having been provided to Investors.
Subsidiary	Has the meaning ascribed to it in section 531 of the Law.
Unanimous Resolution	A resolution agreed to by every Investor of the Company in accordance with section 180 of the Law.
United States Dollars or USD	The lawful currency of the United States of America.
VWAP	The volume weighted average price of Ordinary Shares traded on the JSE.
Waiver Resolution	A resolution passed by a majority of not less than 90 per cent in accordance with section 179 of the Law.
ZAR or R	South African Rand being the lawful currency of the Republic of South Africa.

In these Articles unless there be something in the subject or context inconsistent with such construction:

- (a) words importing the singular number shall be deemed to include the plural number and vice versa;
- (b) words importing the masculine gender only, shall be deemed to include the feminine gender;
- (c) words importing persons shall include companies or associations or bodies of persons, whether corporate or not;
- (d) the words:
 - (i) "may" shall be construed as permissive; and
 - (ii) "shall" shall be construed as imperative; and
- (e) words or expressions contained in these Articles shall bear the same meaning as in the Law and The Interpretation (Guernsey) Law 1948.

3. BUSINESS

Any branch or kind of business which, by the Memorandum or by these Articles, is, either expressly or impliedly, authorised to be undertaken may be undertaken or suspended at any time by the Directors whether commenced or not.

4. SHARES

- 4.1 Save as specifically provided in these Articles, the Ordinary Shares shall rank *pari passu* in all respects.
- 4.2 The Company is authorised to issue an unlimited number of shares.
- 4.3 Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares and subject to Article 5, Article 12.4 and the JSE listing requirements, any share (or option, warrant or other right in respect of a share) in the Company may be issued with such rights or restrictions, whether as to dividend, voting, return of capital or otherwise, as the Board may determine.
- 4.4 The holders of Ordinary Shares shall have the following rights:
 - (a) Dividends: The holders of Ordinary Shares are entitled to receive, and participate in, any Distributions and resolved to be distributed in respect of any Accounting Period or other income or right to participate therein.
 - (b) Winding up: Subject to Article 37, on a winding up and after the payment of all creditors of the Company, the payment, to the extent reasonably capable, of the Net Asset Value per Share of the Ordinary Shares less any cost associated with the Liquidation, the holders of Ordinary Shares shall be entitled to any surplus or to any shares associated with an Investment distributed *in specie*.
 - (c) Voting: The holders of the Ordinary Shares will have the right to receive notice of and to attend and to vote at any general meeting of the Company. Each holder of an Ordinary Share who is present in person or by proxy (or being a corporation, by a duly authorised representative) at a general meeting will have on a show of hands one vote and on a poll every such holder who is present in person or by proxy (or being a corporation, by a duly authorised representative) will have one vote in respect of each Ordinary Share held by them.
- 4.5 The Company may, subject to the JSE listing requirements, purchase any of its own shares, whether or not they are redeemable, and may pay the purchase price in respect of such purchase to the fullest extent permitted by the Law.

5. ISSUE OF SHARES

- 5.1 Subject to the provisions of the Law, these Articles and the JSE listing requirements:
 - (a) any shares may with the sanction of the Board be issued on terms that they are, or at the option of the Company or the holder are, liable to be redeemed on such terms and in such manner as the Board may determine;
 - (b) the Company and any of its Associates may give financial assistance directly or indirectly for the purpose of or in connection with the acquisition of shares in the Company or in connection with reducing or discharging any liability incurred in connection with the purchase of shares in the Company;
 - (c) the Company may convert all or any of its fully paid shares the nominal amount of which is expressed in a particular currency into fully paid shares of a nominal amount of a different currency, the conversion being effected at the rate of exchange (calculated to not less than three significant figures) current on the date of the resolution or on such other date as may be specified therein;
 - (d) subject to Article 6.2, the Company may issue shares of no par value or shares with a par value or a combination of both; and
 - (e) if any fraction of a share is to be issued by the Company then the Board, may subject to compliance with the JSE listing requirements, to the extent applicable, round all allocations of shares down to the nearest whole number if they are less than 0.5, and up to the nearest whole number if they are equal to or greater than 0.5, resulting in allocations of whole shares and no fractional entitlements.

6. VARIATION OF CLASS RIGHTS

- 6.1 If at any time the share capital is divided into different classes of shares, the rights attached to any class for the time being issued (unless otherwise provided by the terms of issue) may, subject to any JSE listing requirements, whether or not the Company is being wound up, be altered, abrogated or varied with the consent in writing of the holders of not less than three fourths of the issued shares of that class or with the sanction of a Special Resolution of the holders of the shares of that class. To any separate general meeting of a class the provisions of these Articles relating to general meetings shall apply but so that the necessary quorum shall be at least three persons present in person or by proxy holding at least one-third of the issued shares of that class and that any holder of shares of that class present in person or by proxy may demand a poll.
- 6.2 Subject to the authority conferred by Article 4 and any renewal or extension thereof, the approval of the JSE (where necessary) and to the remainder of this Article, the authorised but un-issued shares shall be at the disposal of the Directors who may allot, grant options over, or otherwise dispose of them to such persons on such terms and conditions and at such times as the Directors may determine provided that:
- (a) Ordinary Shares shall only be issued at a discount where such discount is consistent with, or permissible under, the JSE listing requirements; and
 - (b) that such shares are offered to the existing members pro rata to their shareholding unless:
 - (i) otherwise empowered in a general meeting; or
 - (ii) issued for the acquisition of assets or reduction of debt.
- 6.3 For the purposes of Article 6.1 above, where a person is present by proxy or proxies, he is treated as holding only the shares in respect of which the proxies are authorised to exercise voting rights.

7. COMMISSIONS

- 7.1 The Company may pay commission in money to any person in consideration of his subscribing or agreeing to subscribe whether absolutely or conditionally for any Ordinary Shares or procuring or agreeing to procure subscriptions whether absolute or conditional for any Ordinary Shares PROVIDED THAT the rate or amount of commission shall not exceed 10% of the issue price for the subscription of the shares in the Company and shall be fixed by the Directors and disclosed in accordance with the Law.

8. INTERESTS IN SHARES

- 8.1 Without prejudice to Part XXIX of the Law, except as ordered by a court of competent jurisdiction or as required by law, the Company shall not be affected or bound by or be compelled in any way to recognise (even when having notice) any equitable, contingent, future or partial interest in any share (except only as by these Articles or by law otherwise provided) or any other rights in respect of any share except an absolute right to the entirety in the registered holder and whether or not such share shall be entered in the Register as held in trust, nor shall the Company be bound to see to the execution of any trust to which any share may be subject.
- 8.2 The Directors shall have power by notice in writing to require any Investor to disclose to the Company the identity of any person other than the Investor (an interested party) who has any interest in the shares held by the Investor and the nature of such interest.
- 8.3 Any such notice shall require any information in response to such notice to be given in writing within such reasonable time as the Directors shall determine.
- 8.4 The Company shall not have the power to claim a lien on shares.

9. CERTIFICATES

- 9.1 Subject to any JSE listing requirements regarding the dematerialisation of shares, every person shall be entitled upon request:
- (a) without payment to one certificate for all his shares of each class and when part only of the shares comprised in a certificate is sold or transferred to a balance certificate; or
 - (b) upon payment of such sum as the Directors may determine to several certificates each for one or more shares of any class.
- 9.2 Any certificate issued shall specify the shares to which it relates and the amount paid up and the distinguishing numbers (if any).
- 9.3 All forms of certificate for shares or debentures or representing any other form of security (other than letters of allotment scrip certificates and other like documents) shall be issued under the Seal and shall be signed autographically unless there shall be in force a resolution of the Directors adopting some method of mechanical signature in which event the signatures (if authorised by such resolution) may be effected by the method so adopted.

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- 9.4 In respect of a share held jointly the Company shall not be bound to issue more than one certificate and shall only issue a certificate if requested and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.
- 9.5 The Company shall not be bound to register more than four Investors as the joint holders of any share or shares.
- 9.6 Where two or more Investors are registered as the holders of any share they shall be deemed to hold that share as joint tenants, subject to the following provisions:
- (a) the joint holders of any share shall be jointly and severally liable for all amounts payable in respect of that share;
 - (b) any joint holder of a share may give an effectual receipt for any dividend or return of capital payable on that share to the joint holders of the share;
 - (c) only the first named joint holder of any share shall be entitled to delivery of a certificate relating to the share or to receive notices from the Company to attend any general meeting and any notice given to the first-named joint holder of the share shall be deemed to be notice given to all joint-holders of the share;
 - (d) the vote of the first-named joint holder of a share who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders of the share; and
 - (e) for the purpose of this Article the first-named joint holder shall be the Investor whose name first appears in the Register in respect of the share.
- 9.7 If a share certificate is issued and is defaced lost or destroyed it may be replaced or renewed without charge (other than exceptional out of pocket expenses) on such terms (if any) as to evidence and indemnity as the Directors thinks fit.

10. RESTRICTIONS ON TRANSFER

- 10.1 Subject to Article 11.3 there shall be no restriction on the transfer of shares in the issued share capital of the Company.

11. TRANSFER AND TRANSMISSION OF SHARES

- 11.1 All transfers of shares may be effected by transfer in writing in any form as the Directors may accept **PROVIDED THAT** any such instrument of transfer shall state the transferors and transferees full names and addresses and where deemed necessary by the Directors their nationalities. Any instrument of transfer shall be dated upon execution and shall be signed by or on behalf of the transferor who shall be deemed to remain the holder until the name of the transferee is entered in the Register.
- 11.2 Every instrument of transfer shall be left at the Office or such other place as the Directors may prescribe with the certificate of every share to be transferred (if any) and such other evidence as the Directors may reasonably require to prove the title of the transferor or his right to transfer the shares; and the instrument of transfer and certificate (if any) shall remain in the custody of the Directors but shall be at all reasonable times produced at the request and expense of the transferor or transferee or their respective representatives.
- 11.3 The Directors may refuse to register a transfer of shares unless it is delivered for registration to the Company's Registered Office or such other place as the Directors may decide, accompanied by the certificate for the shares to which it relates and such other evidence as the Directors may reasonably require to prove title of the transferor and the due execution by him of the transfer or, if the transfer is executed by some other Investor on his behalf, the authority of that Investor to do so.
- 11.4 If the Directors refuse to register the transfer of a share it shall, within two months after the date on which the instrument of transfer was lodged with the Company, send notice of the refusal to the transferor and the transferee.
- 11.5 The registration of transfers may be suspended at such times and for such periods (not exceeding 30 days in any one year) as the Directors may decide and either generally or in respect of a particular class of share.
- 11.6 No fee shall be payable to the Company in respect of the registration of any transfer, probate, letters of administration, certificate of marriage or death, power of attorney, instruction or other document relating to or affecting the title to any shares but fees may be payable by the transferee and/or transferor to the Administrator and any brokers.
- 11.7 The Company shall keep the Register in accordance with the Law. The Register may be closed during such periods as the Directors thinks fit not exceeding in all 30 days in any year.
- 11.8 On the death of an Investor, the survivors where the deceased was a joint holder and the executors of the deceased where he was a sole holder, shall be the only persons recognised by the Company as having any title to or interest in his shares; but nothing herein shall release the estate of a deceased joint holder from any liability in respect of any share jointly held.
- 11.9 An Investor so becoming entitled to a share in consequence of the death, bankruptcy or incapacity of an Investor shall have the right to receive and may give a discharge for all dividends and other money payable or other advantages due on or in respect of the share, but he shall not be entitled to receive notice of or to attend or vote at meetings of the Company, or save as aforesaid, to any of the

rights or privileges of an Investor unless and until he shall be registered as an Investor in respect of the share PROVIDED ALWAYS that the Directors may at any time give notice requiring any such Investor to elect either to be registered himself or to transfer the share and if the notice is not complied with within ninety days the Directors may thereafter withhold all dividends or other monies payable or other advantages due in respect of the share until the requirements of the notice have been complied with.

- 11.10 All authorities to sign transfer instruments granted by Investors for the purpose of transferring shares that may be lodged, produced or exhibited with or to the Company at its registered office shall, as between the Company and the relevant Investor, be taken and deemed to continue and remain in full force and effect, and the Company may allow the same to be acted upon until such time as express notice in writing of the revocation of the same shall have been given and lodged at the Company's registered office at which the authority was lodged, produced or exhibited. Even after the giving and lodging of such notices, the Company shall be entitled to give effect to any instruments signed under the authority to sign, and certified by any officer of the Company, as being in order before the giving and lodging of such notice.

12. ALTERATION OF CAPITAL

- 12.1 The Company may by Special Resolution cancel any shares which, at the date of the resolution, have not been taken or agreed to be taken by any Investor and diminish the amount of its authorised share capital accordingly.
- 12.2 The Company may, subject to JSE listing requirements, reduce its share capital or any capital redemption reserve or any share premium account in any manner subject to any authorisation and/or consent required by the Law.
- 12.3 The Company may by Special Resolution, subject to any authorisation and/or consent required by the Law and the JSE listing requirements:
- (a) consolidate and divide all or any part of its share capital into shares of larger amount than its existing shares or consolidate and reduce the number of its existing shares;
 - (b) subdivide its shares, or any of them, into shares of a smaller amount; and
 - (c) convert all or any shares to shares of a different class, whether issued or not, and in particular (but without derogating from the generality of the foregoing) convert ordinary shares or preference shares to redeemable preference shares.
- 12.4 The Board may only create a new class of shares in the Company which is not in existence as at the date of adoption of these Articles with the sanction of the Investors by way of Special Resolution.

13. GENERAL MEETINGS

- 13.1 General meetings shall be held once at least in each calendar year in accordance with section 199 of the Law but so that not more than 15 months may elapse between one annual general meeting and the next. At each such annual general meeting shall be laid copies of the Company's most recent accounts, Directors' report and, if applicable, the Auditors' report in accordance with section 252 of the Law. The requirement for an annual general meeting may be waived by the Investors in accordance with section 201 of the Law. Other meetings of the Company shall be called extraordinary general meetings.
- 13.2 General meetings may be held in Guernsey or elsewhere at the discretion of the Directors.
- 13.3 An Investor participating by video link or telephone conference call or other electronic or telephonic means of communication in a meeting at which a quorum is present shall be treated as having attended that meeting PROVIDED THAT the Chairman present at the meeting can hear and speak to the participating Investor.
- 13.4 A video link or telephone conference call or other electronic or telephonic means of communication in which a quorum of Investors participates and all participants can hear and speak to each other shall be a valid meeting which shall be deemed to take place where the Chairman is present unless the Investors resolve otherwise.
- 13.5 Any general meeting convened by the Directors, unless its time shall have been fixed by the Company in general meeting or unless convened in pursuance of a requisition, may be postponed by the Directors by notice in writing and the meeting shall, subject to any further postponement or adjournment, be held at the postponed date for the purpose of transacting the business covered by the original notice.
- 13.6 The Directors may whenever it thinks fit and shall on the requisition in writing of one or more holders representing not less than one tenth of the issued share capital of the Company upon which all calls or other sums then due have been paid forthwith proceed to convene an extraordinary general meeting.
- 13.7 The requisition shall be dated and shall state the object of the meeting and shall be signed by the requisitionists and deposited at the Office and may consist of several documents in like form each signed by one or more of the requisitionists.
- 13.8 If the Directors do not proceed to cause a meeting to be held within twenty-one days from the date of the requisition being so deposited the requisitionists or a majority of them in value may themselves convene the meeting.

- 13.9 Any meeting convened by requisitionists shall be convened in the same manner (as nearly as possible) as that in which meetings are convened by the Directors.

14. NOTICE OF GENERAL MEETINGS

- 14.1 Notice in writing specifying the time and place of an annual general meeting or of any other general meeting specifying also in the case of any special business the general nature of the business to be transacted shall be given by giving not less than:
- (a) thirty clear days' notice where such notice is sent by surface post by the Company Secretary or other person appointed or for and on behalf of the Company; or
 - (b) twenty one clear days' where such notice is sent by air mail by the Company Secretary or other person appointed for and on behalf of the Company; or
 - (c) twenty one clear days' notice where such notice is sent from the Republic of South Africa,

to such Investors as are entitled to receive notices PROVIDED THAT with the consent in writing of all the Investors a meeting may be convened by a shorter notice or at no notice and in any manner they think fit. In every notice there shall appear a statement that an Investor entitled to attend and vote is entitled to appoint one or more proxies to attend and vote instead of him and that a proxy need not be an Investor.

- 14.2 Notices and other documents may be sent in electronic form or published on a website in accordance with section 208 of the Law.
- 14.3 Notice of a general meeting of the Company must be sent to:
- (a) every Investor entitled to attend and vote thereat;
 - (b) every Director;
 - (c) every alternate Director registered as such; and
 - (d) the Issuer Services Division of the JSE and must be announced on SENS.
- 14.4 In Article 14.3, the reference to Investors includes only persons registered as an Investor.
- 14.5 Notice of a general meeting of a company must:
- (a) state the time and date of the meeting;
 - (b) state the place of the meeting;
 - (c) specify any special business to be put to the meeting (as defined in Article 14.1);
 - (d) contain the information required under section 178(6)(a) of the Law in respect of a resolution which is to be proposed as a Special Resolution at the meeting;
 - (e) contain the information required under section 179(6)(a) of the Law in respect of a resolution which is to be proposed as a Waiver Resolution at the meeting; and
 - (f) contain the information required under section 180(3)(a) of the Law in respect of a resolution which is to be proposed as a Unanimous Resolution at the meeting.
- 14.6 Notice of a general meeting must state the general nature of the business to be dealt with at the meeting.
- 14.7 Where, by any provision of the Law, special notice is required of a resolution, the resolution is not effective unless notice of the intention to move it has been given to the Company at least 28 clear days before the date of the meeting at which it is moved.
- 14.8 The Company must, where practicable, give its Investors entitled to vote thereon notice of any such resolution in the same manner and at the same time as it gives notice of the meeting.
- 14.9 Where that is not practicable, the Company must give its Investors entitled to vote thereon notice at least 14 clear days before the meeting:
- (a) by notice in La Gazette Officielle; or
 - (b) in any other manner deemed appropriate by the Board.
- 14.10 If, after notice of the intention to move such a resolution has been given to the Company, a meeting is called for a date 28 clear days or less after the notice has been given, the notice is deemed to have been properly given, though not given within the time required.
- 14.11 In every notice calling a meeting of the Company there must appear a statement informing the Investor of:
- (a) his rights to appoint a proxy under these Articles and section 222 of the Law; and
 - (b) the right to appoint more than one proxy.
- 14.12 The accidental omission to give notice of any meeting to or the non-receipt of such notice by any Investor shall not invalidate any resolution (or any proposed resolution otherwise duly approved) passed or proceeding at any meeting.

15. PROCEEDINGS AT GENERAL MEETINGS

- 15.1 The ordinary business of a general meeting shall be to receive and consider the profit and loss account, the balance sheet of the Company and the reports of the Directors and the Auditors, if any, to elect Directors and appoint Auditors in the place of those retiring, to fix the remuneration of the Auditors, to sanction or declare dividends (if required by these Articles) and to transact any other ordinary business which ought to be transacted at such meeting. All other business shall be deemed special and shall be subject to notice as hereinbefore provided.
- 15.2 The quorum for a general meeting shall be three Investors entitled to attend and vote present in person or by proxy.
- 15.3 If, within half an hour after the time appointed for the meeting, a quorum is not present, the meeting, if convened by or upon a requisition, shall be dissolved. If otherwise convened, it shall stand adjourned for seven clear days at the same time and place or to such other day and at such other time and place as the Directors may determine and (subject to Article 15.5) and no notice of adjournment need be given. On the resumption of an adjourned meeting, those Investors entitled to attend and vote present in person or by proxy shall constitute the quorum.
- 15.4 The Chairman (if any) or, if absent, the Deputy Chairman (if any) of the Directors or, failing him, some other Director nominated by the Directors shall preside as Chairman at every general meeting of the Company, but if at any meeting none of the Chairman nor the Deputy Chairman nor such other Director be present within fifteen minutes after the time appointed for holding the meeting, or if none of them be willing to act as Chairman, the Directors present shall choose some Director present to be Chairman, or if no Directors be present, or if all the Directors present decline to take the chair the Investors entitled to attend and vote present in person or by proxy shall choose some Investor present to be Chairman.
- 15.5 The Chairman may with the consent of any meeting at which a quorum is present and shall if so directed by the meeting adjourn the meeting at any time and to any place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 15.6 At any meeting, a resolution put to the vote shall be decided by a show of hands or by a poll at the option of the Chairman. Nevertheless before or on the declaration of the result a poll may be demanded:
- (a) by the Chairman; or
 - (b) by one Investor entitled to attend and vote present in person or by proxy provided he represents at least one-tenth of the issued capital; or
 - (c) by two Investors entitled to attend and vote in person or by proxy.
- 15.7 The demand for a poll may be withdrawn.
- 15.8 Unless a poll is demanded, a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the minute book, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded.
- 15.9 A poll, if demanded, shall be taken at the meeting at which the same is demanded or at such other time and place as the Chairman shall direct and the result shall be deemed the resolution of the meeting.
- 15.10 If a poll is duly demanded, it shall be taken in such manner and at such place as the Chairman may direct (including the use of ballot or voting papers or tickets) and the result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The Chairman may, in the event of a poll appoint scrutineers and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll.
- 15.11 A poll demanded on the election of a Chairman and a poll demanded on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time and place as the Chairman directs not being more than thirty days from the date of the meeting or adjourned meeting at which the poll was demanded.
- 15.12 In case of an equality of votes on a show of hands or on a poll, the Chairman shall not have a second or casting vote.

16. VOTES OF INVESTORS

- 16.1 Save as otherwise provided in these Articles and subject to any special rights or restrictions for the time being attached to any class of share:
- (a) On a show of hands every Investor entitled to attend and vote present in person or by proxy shall have 1 (one) vote.
 - (b) On a poll every Investor entitled to attend and vote present in person or by proxy shall have 1 (one) vote for each share held by him.

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- 16.2 Where there are joint registered holders of any share, such Investors shall not have the right of voting individually in respect of such share but shall elect one of their number to represent them and to vote whether in person or by proxy in their name. In default of such election the Investor whose name stands first on the Register shall alone be entitled to vote.
- 16.3 Any Investor, being incapable or of unsound mind, may vote by his curator or other legal guardian. Any such Investors may vote either personally or by proxy.
- 16.4 On a poll votes may be given either personally or by proxy and an Investor entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way. A proxy need not be an Investor. An instrument of proxy may be valid for one or more meetings.
- 16.5 No Investor shall be entitled to vote in respect of any shares unless he has been registered as their holder.
- 16.6 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed shall be valid for all purposes. Any objection made in due time shall be referred to the Chairman whose decision shall be final and binding.

17. PROXIES

- 17.1 The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing or if the appointer is a corporation under its common seal or under the hand of an officer or attorney duly authorised.
- 17.2 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of that power or authority shall be deposited at the branch office of the Company in the Republic of South Africa and/or the Office or such other venue as the Board may specify not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or, in the case of a poll taken more than 48 hours after it is demanded, not less than 24 hours before the time appointed for the taking of the poll and in default, unless the Board directs otherwise, the instrument of proxy shall not be treated as valid. In calculating the periods mentioned in this article no account shall be taken of any part of a day that is not a Business Day.
- 17.3 The instrument appointing a proxy may be in any form which the Directors may approve and may include an instruction by the appointer to the proxy either to vote for or against any resolution to be put to the meeting.
- 17.4 The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll and shall be as valid for any adjournment as for the meeting to which it relates.
- 17.5 Without prejudice to section 226 of the Law, a vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or disability of the principal or revocation of the proxy or of the authority under which the proxy was executed PROVIDED THAT no intimation in writing of such death disability or revocation shall have been received by the Company at the Office before the commencement of the meeting or adjournment or the taking of the poll at which the proxy is used.
- 17.6 Any corporation which is an Investor may, by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of Investor of the Company or to approve any resolution submitted in writing and the Investor so authorised shall be entitled to exercise on behalf of the corporation which he represents the same powers (other than to appoint a proxy) as that corporation could exercise if it were an individual Investor of the Company.

18. NUMBER AND APPOINTMENT OF DIRECTORS

- 18.1 Unless otherwise determined by Ordinary Resolution of the Company the Directors (disregarding alternate Directors) will not be less than four (4) nor more than eight (8).
- 18.2 The Directors shall have power at any time to appoint any person eligible in accordance with section 137 of the Law to be a Director either to fill a casual vacancy or as an addition to the existing Directors but so that the total number of Directors shall not at any time exceed the number, if any, fixed pursuant to these Articles. Any Director so appointed shall hold office only until the next following annual general meeting and shall then be eligible for re-election. Investors may, by Special Resolution, appoint a person to be a Director or remove any Director from office.
- 18.3 No person other than a Director retiring at an annual general meeting shall unless recommended by the Directors be eligible for election by the Company to the office of Director unless not less than 10 nor more than 35 clear Business Days before the before the meeting, notice executed by an Investor qualified to vote at the meeting (not being the person to be proposed), has been given to the secretary of the Company of the intention to propose that person for appointment or re-appointment together with notice executed by that person of his willingness to be appointed or re-appointed. The Board, through the nomination committee

(if the Company has a nomination committee at such point in time), should recommend the eligibility of a person to be appointed or re-appointed as a Director, taking into account the past performance and contributions made to the Company by such person.

- 18.4 Notwithstanding Article 18.3, the Company may, by Special Resolution, remove any Director before the expiration of his period of office and by a Special Resolution elect another person instead in accordance with Article 18.3. The person so elected may hold office until the next following annual meeting of the Company and shall then retire and be eligible for re-election.
- 18.5 Notwithstanding Article 18.3, the Company may, by Special Resolution in general meeting from time-to-time increase (or reduce, but not below 4 (four)), the number of directors and may also determine in which manner or rotation such increased (or reduced) number is to go out of office. Whenever such increase is made, the holders of the shares at the said meeting or failing them, the retiring Directors may fill the new seat so created. A Director shall cease to hold office as such if he is removed by Special Resolution of the Company before the expiration of his period of office or one month after he has given notice in writing of his intention to resign.
- 18.6 At the annual general meeting held in each year 1/3 (one-third) of the Directors, or if their number is not a multiple of 3 (three), then the number nearest to, but not less than 1/3 (one-third) shall retire from office, provided that in determining the number of Directors to retire no account shall be taken of any director who by reason of the provisions of Article 26.1 is not subject to retirement and provided that this Article shall not apply to Executive Directors. The Directors so to retire at each annual general meeting shall be firstly those retiring in terms of Article 18.2 and secondly those referred to in terms of Article 24.2 and lastly those who have been longest in office since their last election or appointment. As between Directors of equal seniority, the directors to retire shall, in the absence of agreement, be selected from among them by lot. Provided that notwithstanding anything herein contained, if, at the date of any annual general meeting any Director will have held office for a period of 3 (three) years since his last election or appointment he shall retire at such meeting, either as one of the Directors to retire in pursuance of the foregoing or additionally thereto. A retiring Director shall act as a director throughout the meeting at which he retires. The length of time a Director has been in office shall, save in respect of Directors appointed or elected in terms of the provisions of Articles 18.2 and 24.2, be computed from the date of his last election or appointment. Directors subject to retire by rotation may offer themselves up for re-election.
- 18.7 The period of office for Executive Directors shall be subject to and determined by the terms of their employment.
- 18.8 The Company at the meeting at which a Director retires in manner aforesaid may fill the vacated office by appointing a person thereto by Special Resolution and in default the retiring Director shall, if willing to act, be deemed to have been re-appointed unless at such meeting it is expressly resolved not to fill the vacated office or a resolution for the re-appointment of such Director shall have been put to the meeting and lost. The Company at such meeting may also (subject to Article 18.1) fill any other vacancies.
- 18.9 Without prejudice to the powers of the Directors, the Company in general meeting may appoint any person to be a Director either to fill a casual vacancy or as an additional Director and shall approve any person appointed by the Directors pursuant to Article 18.2.
- 18.10 At a general meeting a motion for the appointment of two or more persons as Directors of the Company by a single resolution shall not be made unless a resolution that it shall be so made has been first agreed to by the meeting without any vote being given against it.

19. QUALIFICATION AND REMUNERATION OF DIRECTORS

- 19.1 A Director need not be an Investor of the Company. No shareholding qualification for Directors is needed.
- 19.2 The non-executive Directors shall be entitled to receive by way of fees for their services such sum as the Directors shall determine, provided that the amount of such fees for non-executive Directors shall not exceed US\$100,000 each per annum or such other amount as is approved by the Company in general meeting from time to time. The non-executive Directors shall also be entitled to be paid all reasonable out of pocket expenses properly incurred by them in attending general meetings, directors or committee meetings or otherwise in connection with the performance of their duties.
- 19.3 If any Director, having been requested by the Directors, shall render or perform services which in the opinion of the Directors go beyond the ordinary duties of a Director may be paid such extra remuneration (whether by way of salary, commission, participation in profits or otherwise) as a disinterested quorum of Directors may determine, and such extra remuneration will be, in addition to any other remuneration which he may be entitled to receive.

20. ALTERNATE DIRECTORS

- 20.1 Any Director may, by notice in writing under his hand served upon the Company, appoint any person (whether an Investor of the Company or not) as an alternate Director to attend and vote in his place at any meeting of the Directors at which he is not personally present or to undertake and perform such duties and functions and to exercise such rights as he could personally and

such appointment may be made generally or specifically or for any period or for any particular meeting and with and subject to any particular restrictions. Every such appointment shall be effective and the following provisions shall apply:

- 20.2 Every alternate Director while he holds office as such shall be entitled:
- (a) If his appointer so directs the Company's secretary, to notice of meetings of the Directors; and
 - (b) to attend and to exercise (subject to any restrictions) all the rights and privileges of his appointer at all such meetings at which his appointer is not personally present.
- 20.3 Every alternate Director shall *ipso facto* vacate office if and when his appointment expires by effluxion of time or his appointer vacates office as a Director or removes the alternate Director from office as such by notice in writing under his hand served upon the Company.
- 20.4 No alternate Director shall be entitled as such to receive any remuneration from the Company but every alternate Director shall be entitled to be paid all reasonable expenses incurred in exercise of his duties.
- 20.5 A Director may act as alternate Director for another Director and shall be entitled to vote for such other Director as well as on his own account but no Director shall at any meeting be entitled to act as alternate Director for more than one other Director.

21. BORROWING POWERS OF THE COMPANY

- 21.1 The Board may exercise all the powers of the Company to mortgage or encumber its Investments and/or assets or any part thereof and to issue debentures or debenture stock (whether secured or unsecured), whether outright or as security for any debt, liability or obligation of the Company or any third party. The granting of special privileges to holders of debt instruments, such as attending and voting at general meetings and the appointment of directors is prohibited.

22. OTHER POWERS AND DUTIES OF THE DIRECTORS

- 22.1 The business of the Company shall be managed by the Directors who may exercise all such powers of the Company as are not required to be exercised by the Company in a general meeting subject nevertheless to these Articles and to the Law and to such regulations as may be prescribed by the Company in a general meeting but no regulation so made shall invalidate any prior act of the Directors. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Directors by any other Article.
- 22.2 The Directors may arrange that any branch of the business carried on by the Company or any other business in which the Company may be interested shall be carried on by or through one or more Subsidiary companies and the Directors may on behalf of the Company make such arrangements as it thinks advisable for taking the profits or bearing the losses of any branch or business so carried on or for financing, assisting or subsidising any such Subsidiary company or guaranteeing its contracts, obligations or liabilities.
- 22.3 The Directors may establish any local boards or committees for managing any of the affairs of the Company and may appoint any one or more of its number or any other persons to be members of such local boards or committees and may fix their remuneration and may delegate to any local board or committee any of the powers, authorities and discretions vested in the Directors, with power to sub-delegate, and may authorise the members of any local board or committee to fill any vacancies and to act notwithstanding vacancies and any such appointment or delegation may be made upon such terms and subject to such conditions as the Directors may think fit and the Directors may remove any person so appointed and may annul or vary any such delegation but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby. The provisions of Article 25 shall apply to meetings of such local boards and committees *mutatis mutandis* save as varied by the Board.
- 22.4 The Directors may at any time, by power of attorney given under the hand of such person or persons duly authorised by the Directors in that behalf, appoint any person or any fluctuating body of persons, whether nominated directly or indirectly by the Directors, to be the attorney of the Company for such purposes and with such powers and discretions and for such periods and subject to such conditions as the Directors may think fit and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any attorney as the Directors may think fit and may also authorise any attorney to sub-delegate all or any of his powers and discretions.
- 22.5 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for moneys paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed in such manner as the Directors shall at any time determine.

23. CONFLICTS OF INTEREST

- 23.1 A Director must, immediately after becoming aware of the fact that he is interested in a transaction or proposed transaction with the Company, disclose to the Board in accordance with section 162 of the Law:
- (a) if the monetary value of the Director's interest is quantifiable, the nature and monetary value of that interest; or
 - (b) if the monetary value of the Director's interest is not quantifiable, the nature and extent of that interest.
- 23.2 Article 23.1 does not apply if:
- (a) the transaction or proposed transaction is between the Director and the Company; and
 - (b) the transaction or proposed transaction is or is to be entered into in the ordinary course of the Company's business and on usual terms and conditions.
- 23.3 A general disclosure to the Board to the effect that a Director has an interest (as director, officer, employee, member or otherwise) in a party and is to be regarded as interested in any transaction which may after the date of the disclosure be entered into with that party is sufficient disclosure of interest in relation to that transaction.
- 23.4 Nothing in Articles 23.1, 23.2 and 23.3 applies in relation to:
- (a) remuneration or other benefit given to a Director;
 - (b) insurance purchased or maintained for a Director in accordance with section 158 of the Law; or
 - (c) qualifying third party indemnity provision provided for a Director in accordance with section 159 of the Law.
- 23.5 Subject to the JSE listing requirements, a Director who is interested in a transaction entered into, or to be entered into, by the Company, may:
- (a) vote on a matter relating to the transaction;
 - (b) attend a meeting of Directors at which a matter relating to the transaction arises and be included among the Directors present at the meeting for the purpose of a quorum;
 - (c) sign a document relating to the transaction on behalf of the Company; and
 - (d) do any other thing in his capacity as a Director in relation to the transaction;
- as if the Director was not interested in the transaction.
- 23.6 Subject to Article 23.7, a Director is interested in a transaction to which the Company is a party if the Director:
- (a) is a party to, or may derive a material benefit from, the transaction;
 - (b) has a material financial interest in another party to the transaction;
 - (c) is a director, officer, employee or member of another party (other than a party which is an associated company) who may derive a material financial benefit from the transaction;
 - (d) is the parent, child or spouse of another party who may derive a material financial benefit from the transaction; or
 - (e) is otherwise directly or indirectly materially interested in the transaction.
- 23.7 A Director is not interested in a transaction to which the Company is a party if the transaction comprises only the giving by the Company of security to a third party which has no connection with the Director, at the request of the third party, in respect of a debt or obligation of the Company for which the Director or another person has personally assumed responsibility in whole or in part under a guarantee, indemnity or security.
- 23.8 A Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with his office of Director on such terms as to tenure of office or otherwise as the Directors may determine.
- 23.9 Subject to due disclosure in accordance with Article 23, no Director or intending Director shall be disqualified by his office from contracting with the Company as vendor purchaser or otherwise nor shall any such contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested render the Director liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established.
- 23.10 Any Director may act by himself or his firm in a professional capacity for the Company (other than Auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director.
- 23.11 Any Director may continue to be or become a director, managing director, manager or other officer or member of any company in which the Company may be interested and (unless otherwise agreed) no such Director shall be accountable for any remuneration or other benefits received by him as a director, managing director, manager or other officer or member of any such other company.

24. DISQUALIFICATION AND REMOVAL OF DIRECTORS

- 24.1 A Director shall cease to hold office:
- (a) if he (not being a person holding for a fixed term an executive office subject to termination if he cease from any cause to be a Director) resigns his office by written notice signed by him sent to or deposited at the Office;
 - (b) if he shall have absented himself (such absence not being absence with leave or by arrangement with the Directors on the affairs of the Company) from meetings of the Directors for a consecutive period of twelve (12) months and the Directors resolve that his office shall be vacated;
 - (c) if he dies or becomes of unsound mind or incapable;
 - (d) if he becomes insolvent suspends payment or compounds with his creditors;
 - (e) if the Company by Special Resolution vote to remove the Director from office; or
 - (f) if he becomes ineligible to be a Director in accordance with section 137 of the Law.
- 24.2 If the Company in general meeting removes any Director before the expiration of his period of office, it may by Special Resolution appoint another person to be a Director in his stead who shall retain his office so long only as the Director in whose stead he is appointed would have held the same if he had not been removed. Such removal shall be without prejudice to any claims such Director may have for damages for breach of any contract of service between him and the Company.

25. PROCEEDINGS OF DIRECTORS

- 25.1 The Directors may meet for the dispatch of business adjourn and otherwise regulate its meetings as it thinks fit. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman at the meeting shall not have a second or casting vote.
- 25.2 A video link or telephone conference call or other electronic or telephonic means of communication in which a quorum of Directors participates and all participants can hear and speak to each other shall be a valid meeting.
- 25.3 The Directors shall also determine the notice necessary for its meetings and the persons to whom such notice shall be given.
- 25.4 A meeting of the Directors at which a quorum is present shall be competent to exercise all powers and discretions exercisable by the Directors.
- 25.5 The continuing Directors may act notwithstanding any vacancy but, if and so long as their number is reduced below the minimum number fixed pursuant to these Articles, the continuing Directors must, as soon as possible, and, in any event, not later than 3 (three) months from the date that the number falls below the minimum fill such vacancy or summoning a general meeting to do so. If there be no Directors able or willing to act, then any Investor may summon a general meeting for the purpose of appointing Directors. Any failure by the Company at any time to have the minimum number of Directors during the aforesaid 3 (three) month period, does not limit or negate the authority of the Board, or invalidate anything done by the Board or the Company. After the expiry of the aforesaid 3 (three) month period, the remaining Directors shall only be permitted to act for the purpose of filling the vacancy or summoning a general meeting to do so.
- 25.6 The Directors may elect one of their number as Chairman of their meetings who will hold office only for the duration of the meeting at which he was elected. If no such Chairman be elected or if at any meeting the Chairman be not present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of the meeting.
- 25.7 The Directors may delegate any of their powers to committees consisting of such one or more Directors as they think fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors. Subject thereto, this Article 25 shall apply *mutatis mutandis* to the proceedings of such committees.
- 25.8 The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed shall be three except that where the minimum number of Directors has been fixed at one a sole Director shall be deemed to form a quorum. For the purposes of this Article an alternate appointed by a Director shall be counted in a quorum at a meeting at which the Director appointing him is not present.
- 25.9 A resolution in writing signed, or confirmed by e-mail or other electronic means, by each Director (or his alternate) entitled to receive notice of a meeting of the Board or by all the members of a committee shall be as valid and effectual as a resolution passed at a meeting of the Board or committee. Such resolution may be contained in one document or in several documents in like form, or in the case of confirmation by e-mail or other electronic means, in a number of emails or electronic messages, each signed or confirmed by one or more of the Directors or members of the committee and may be transmitted to the Company by facsimile, email or other electronic means.
- 25.10 The record date for all transactions must be as set out in the JSE listing requirements.

26. EXECUTIVE DIRECTORS

- 26.1 The Directors may at any time appoint one or more of their body to be holder of any executive office including the office of Managing Director for such periods and upon such terms as the Directors may determine and may revoke or terminate any such appointments. Any such revocation or termination as aforesaid shall be without prejudice to any claim for damages that such Director may have against the Company or the Company may have against such Director for any breach of any contract of service between him and the Company which may be involved in such revocation or termination. The Directors may entrust to and confer upon a Director holding any executive office any of the powers exercisable by the Directors upon such terms and conditions and with such restrictions as it thinks fit either collaterally with or to the exclusion of their own powers and may at any time revoke withdraw alter or vary all or any of such powers.
- 26.2 The fees and remuneration of executive Directors including, for the avoidance of doubt, the issue of or participation in any share and option bonus or performance incentive plan, shall be dealt with by the remuneration committee of the Company but shall be subject at all times to the JSE listing requirements.

27. SECRETARY

- 27.1 The Secretary shall be appointed and removed by the Directors. Anything required or authorised to be done by or to the Secretary, may, if the office is vacant or there is for any other reason no Secretary capable of acting be done by or to any assistant or deputy secretary or if there is no assistant or deputy secretary capable of acting, by or to any officer of the Company authorised generally or specially in that behalf by the Directors PROVIDED THAT any provisions of these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in the place of, the Secretary.
- 27.2 No person shall be appointed or hold office as Secretary who is:
- (a) the sole Director of the Company; or
 - (b) a corporation the sole Director of which is the sole Director of the Company; or
 - (c) the sole Director of a corporation which is the sole Director of the Company.

28. RESIDENT AGENT

If Part XXIX of the Law applies to the Company, the Board shall ensure that a resident agent is appointed in accordance with the Law.

29. THE SEAL

If the Directors determines to maintain a Seal, it shall provide for the safe custody of the Seal which shall only be used by authority of the Directors or of a committee and every instrument to which the Seal shall be affixed shall be signed by any such persons as are authorised by the Directors in that behalf. The Directors may authorise the use of a duplicate or facsimile Seal for use outside Guernsey in such manner as the Directors may at its discretion determine.

30. COMMON SIGNATURE

The common signature of the Company may be either:

- 30.1 the name of the Company with the addition of the signature(s) of one or more of the Directors or officers of the Company authorised generally or specifically by the Board for such purpose, or such other person or persons as the Board may from time to time appoint; or
- 30.2 if the Board resolves that the Company shall have a Seal, it shall be affixed in such manner as these Articles or the Board may from time to time provide.

31. AUTHENTICATION OF DOCUMENTS

Any Director or the Secretary or any person appointed by the Directors for the purpose shall have power to authenticate any documents affecting the Company (including the Memorandum and these Articles) and any resolutions passed by the Company or the Directors and any books records documents and accounts relating to the business of the Company and to certify copies or extracts as true copies or extracts; and where any books records documents or accounts are elsewhere than at the Office the local manager or other officer of the Company having their custody shall be deemed to be a person appointed by the Directors as aforesaid.

32. DIVIDENDS

- 32.1 Subject to compliance with section 304 of the Law, the Directors may at any time if they think fit declare and pay such dividends, including interim dividends, as appear to be justified by the position of the Company. The Directors may also declare and pay any

fixed dividend which is payable on any shares of the Company half-yearly or otherwise on fixed dates whenever the position in the opinion of the Directors so justifies.

- 32.2 Any dividends paid will be paid in accordance with the policy of the Bermuda Stock Exchange and those of the JSE, at the point in time when these Articles were adopted such policy of the JSE being that dividends are to be payable to shareholders registered as at a date subsequent to the date of declaration or date of confirmation of the dividend, whichever is the later.
- 32.3 No unclaimed monies due to Investors in their capacities as shareholders of the Company, including but not limited to, any dividends or distributions (“**Monies**”) will bear interest against the Company. Any Monies unclaimed will be transferred to a trust which will hold such Monies until the earlier of the date on which such Monies are claimed by the relevant Investor or 3 years from the date on which the Company attempted to pay such Monies to the Investor. If the Monies are not claimed before the expiry of the 3 year period such Monies will be paid to a charitable institution. The Investor will pay administration charges for the service of 0.1% per annum of the amount of such Monies.
- 32.4 The Directors may, before recommending any dividend, set aside such sums (out of profits or otherwise) as it thinks proper as reserves which shall, at the discretion of the Directors, be applicable for any purpose to which such sums may be properly applied and, pending such application, may either be employed in the business of the Company or be invested in such investments as the Directors may at any time think fit. The Directors may also, without placing the same to reserve, carry forward any profits or other sums which it may think prudent not to distribute.
- 32.5 The method of payment of dividends shall be at the discretion of the Directors.
- 32.6 With the sanction of the Company in general meeting, any dividend may be paid wholly or in part by the distribution of specific assets and, in particular, of paid up shares of the Company. Where any difficulty arises in regard to such distribution, the Directors may settle the same as it thinks expedient and in particular fix the value for distribution of such specific assets and may determine that cash payments shall be made to any Investors based on the value so fixed in order to adjust the rights of Investors and may vest any such specific assets in trustees for the Investors entitled as may seem expedient to the Directors.
- 32.7 Subject to the Law where any asset, mining rights or business is bought by the Company as from a past date whether such date be before or after the incorporation of the Company profits and losses as from such date may at the discretion of the Directors in whole or in part be carried to revenue account and treated for all purposes as profits and losses of the Company. Subject as aforesaid if any shares or securities are purchased cum dividend or interest such dividend or interest may at the discretion of the Directors be treated as revenue and it shall not be obligatory to capitalise all or part of the same.
- 32.8 The Directors may deduct from any dividend payable to any Investor on or in respect of a share all sums of money (if any) presently payable by him to the Company.
- 32.9 The Directors may retain dividends payable upon shares in respect of which any person is entitled to become an Investor until such person has become an Investor.

33. CAPITALISATION OF PROFITS

- 33.1 The Company in general meeting may, upon the recommendation of the Board, resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution and accordingly that such sums be set free for distribution amongst the Investors who would have been entitled thereto if distributed and in the same proportions on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such Investors respectively or paying up in full unissued shares of the Company to be allotted and distributed credited as fully paid to and amongst such Investors.
- 33.2 Whenever such resolution shall have been passed, the Board shall make all appropriations and applications of the reserves or profits resolved to be capitalised and all allotments and issues of fully paid shares and generally shall do all things required to give effect thereto with full power to the Board to authorise any person to enter on behalf of all Investors entitled thereto into an agreement with the Company providing for the allotment to them respectively credited as fully paid of any further shares to which they may be entitled upon such capitalisation or (as the case may require) for the payment up by the Company on their behalf by the application thereto of their respective proportions of the amounts resolved to be capitalised of the amounts or any part of the amounts remaining unpaid on their existing shares and any agreement made under such authority shall be effective and binding on all such Investors.

34. ACCOUNTS

- 34.1 The Directors shall cause proper books of account to be kept, and reports to be issued, with respect to all the transactions assets and liabilities of the Company in accordance with the Law and International Financial Reporting Standards.

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- 34.2 The books of account shall be kept at the Office or at such other place as the Directors shall think fit and shall at all times be open to the inspection of the Directors but no person other than a Director or Auditor or other person whose duty requires and entitles him to do so shall be entitled to inspect the books accounts and documents of the Company except as provided by the Law or authorised by the Directors or by the Company in general meeting.
- 34.3 The annual financial statements of the Company shall be laid before the Company at its annual general meeting in each year and the annual financial statements of the Company shall contain a general summary of the assets and liabilities of the Company. The annual financial statements of the Company shall be accompanied by a report of the Directors as to the state of the Company as to the amount (if any) which they recommend to be paid by way of dividend and the amount (if any) which they have carried or propose to carry to reserve. The Auditors' report shall be attached to the annual financial statements of the Company or there shall be inserted at the foot of the annual financial statements of the Company a reference to the report.
- 34.4 In accordance with the JSE listing requirements, a copy of the annual financial statements of the Company and of all documents annexed thereto including the reports of the Directors and the Auditors shall at least twenty one days before the date of the meeting be provided to each of the registered holders and to the Auditors. Any holder may by written notice served on the Company waive this requirement.

35. AUDITORS

- 35.1 A Director shall not be capable of being appointed as an Auditor.
- 35.2 A person other than a retiring Auditor shall not be capable of being appointed Auditor at an ordinary general meeting unless notice of intention to nominate that person as Auditor has been given by an Investor to the Company not less than fourteen days before the meeting and the Directors shall send a copy of any such notice to the retiring Auditor and shall give notice to the Investors not less than seven days before the meeting PROVIDED THAT if after notice of the intention to nominate an Auditor has been so given a meeting is called for a date fourteen days or less after such notice has been given the requirements of this provision as to time in respect of such notice shall be deemed to have been satisfied and the notice to be sent or given by the Company may instead of being sent or given within the time required by this Article be sent or given at the same time as the notice of the meeting.
- 35.3 The Directors may fill any casual vacancy in the office of Auditor but while any such vacancy continues the surviving or continuing Auditors (if any) may act.
- 35.4 The remuneration of the Auditors shall be fixed by the Company in a general meeting or in such manner as the Company may determine except that the remuneration of any Auditors appointed by the Directors shall be fixed by the Directors.
- 35.5 Every Auditor shall have a right of access at all times to the books accounts and documents of the Company and as regards books accounts and documents of which the originals are not readily available shall be entitled to rely upon copies or extracts certified by an officer of the Company and shall be entitled to require from the Directors such information and explanations as may be necessary for the performance of their duties and the Auditors shall make a report to the Investors on the accounts examined by them and the report shall state whether in their opinion the accounts give a true and fair view of the state of the Company's affairs and whether they have been prepared in accordance with the Law.
- 35.6 Any Auditor shall be eligible for re-election.

36. NOTICES

- 36.1 A notice or other communication may be given by the Company to any Investor either personally or by sending it by prepaid post addressed to such Investor at his registered address (or, subject to Article 36.8, in electronic form) or if he desires that notices shall be sent to some other address or person to the address or person nominated for such purpose. Notices to be posted to addresses outside the Channel Islands and the United Kingdom shall so far as practicable be forwarded by prepaid airmail.
- 36.2 The Company shall, where no other period is specified in these Articles, give all Investors sufficient notice to enable them to exercise their rights or comply with the terms of the notice.
- 36.3 Any notice or other document, if served by post (including registered post, recorded delivery service or ordinary letter post), shall be deemed to have been served on the third day after the day on which the same was posted from Guernsey to an address in the United Kingdom, the Channel Islands or the Isle of Man and, in any other case, on the seventh day following that on which the same was posted (excluding, in each case, a day which is not a working day in Guernsey). A notice given by advertisement shall be published in at least one UK national newspaper and one daily newspaper circulated widely in each of Guernsey and Jersey and shall be deemed to have been served before noon the day on which the advertisement appears.
- 36.4 Service of a document sent by post shall be proved by showing the date of posting, the address thereon and the fact of prepayment.

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- 36.5 Any notice or other document, if transmitted by electronic communication, facsimile transmission or other similar means which produce or enable the production of a document containing the text of the communication, shall be regarded as served when it is received.
- 36.6 A notice may be given by the Company to the joint holders of a share by giving the notice to the joint holder first named in the Register in respect of the share.
- 36.7 Any notice or other communication sent by post to or left at the registered address of any Investor shall, notwithstanding the death, disability or insolvency of such Investor and whether the Company has notice thereof, be deemed to have been duly served in respect of any share registered in the name of such Investor as sole or joint holder and such service shall, for all purposes, be deemed a sufficient service of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in any such share.
- 36.8 All Investors shall be deemed to have agreed to accept communication from the Company by electronic means in accordance with sections 524 and 526 and Schedule 3 of the Law unless an Investor notifies the Company otherwise. Notice under this Article must be in writing and signed by the Investor and delivered to the Company's Office or such other place as the Board directs.

37. WINDING UP

- 37.1 Notwithstanding Article 37.2 the Company shall be wound up in any of the circumstances specified in the Law and assets available for distribution to Investors shall, subject to any special terms of issue (including, but not limited to, the rights specified in Article 4.4(b) and 4.5(b)), be distributed according to the number of shares held by each Investor.
- 37.2 In the event of the Company being wound up:
- (a) the Liquidator will apply the assets of the Company, subject to the provisions of Guernsey law, in satisfaction of:
 - (i) creditors' claims;
 - (ii) settlement of the Market Value per Share of the Ordinary Shares, less any costs associated with such liquidation; and
 - (iii) any surplus will be paid to the Investors.
 - (b) the Liquidator may, with the sanction of a Special Resolution, divide amongst Investors *in specie* any part of the assets of the Company.
- 37.3 If the Company shall be wound up whether voluntarily or otherwise the Liquidator may with the authority of a Special Resolution divide among the holders of shares in specie the whole or any part of the assets of the Company and whether or not the assets shall consist of assets of a single kind and may for such purposes set such value as he deems fair upon any one or more class or classes or property and may determine how such division shall be carried out as between the Investors or different classes of Investors. The Liquidator may with the like authority vest any part of the assets in trustees upon such trusts for the benefit of Investors as the Liquidator with the like authority shall think fit and the liquidation of the Company may be closed and the Company dissolved but so that no Investor shall be compelled to accept any shares or other assets in respect of which there is any outstanding liability.
- 37.4 If thought expedient subject to the obtaining of any necessary consents or sanctions any such division made in accordance with Article 37.3 above may be otherwise than in accordance with the then existing rights of the Investors and in particular any class may be given preferential or special rights or may be excluded altogether or in part but in default of any such provision the assets shall subject to the rights of the holders of shares issued with special rights or privileges or on special conditions be distributed rateably according to the amount paid up on the shares.
- 37.5 Where the Company is proposed to be or is in course of being wound up and the whole or part of its business or assets are proposed to be transferred or sold to another company ("the transferee") the Liquidator of the Company may, with the sanction of an Ordinary Resolution, conferring either a general authority on the Liquidator or an authority in respect of any particular arrangement, receive in compensation or part compensation for the transfer or sale, shares policies or other like interests in the transferee for distribution among the Investors of the Company or may enter into any other arrangement whereby the Investors of the Company may, in lieu of receiving cash, shares, policies or other like interests, or in addition thereto, participate in the profits of or receive any other benefits from the transferee

38. INDEMNITY

- 38.1 The Directors, Secretary and officers of the Company and their respective heirs and executors shall, to the extent permitted by section 157 of the Law, be fully indemnified out of the assets and profits of the Company from and against all actions expenses and liabilities which they or their respective heirs or executors may incur by reason of any contract entered into or any act in or about the execution of their respective offices or trusts except such (if any) as they shall incur by or through their own negligence, default, breach of duty or breach of trust respectively and none of them shall be answerable for the acts receipts neglects or defaults of the others of them or for joining in any receipt for the sake of conformity or for any bankers or other person with whom any moneys or assets of the Company may be lodged or deposited for safe custody or for any bankers or other persons

into whose hands any money or assets of the Company may come or for any defects of title of the Company to any property purchased or for insufficiency or deficiency of or defect in title of the Company to any security upon which any moneys of the Company shall be placed out or invested or for any loss misfortune or damage resulting from any such cause as aforesaid or which may happen in or about the execution of their respective offices or trusts except the same shall happen by or through their own negligence, default, breach of duty or breach of trust.

39. INSURANCE

- 39.1 Without prejudice to any other provisions of these Articles, the Directors may exercise all the powers of the Company to purchase and maintain insurance for or for the benefit of any persons who are or were at any time Directors, officers, employees or auditors of the Company, or of any other body (whether or not incorporated) which is or was its Subsidiary of the Company (together "Group Companies") or otherwise associated with the Company or any Group Company or in which the Company or any such Group Company has or had any interest, whether direct or indirect, or of any predecessor in business of any of the foregoing, including (without prejudice to the generality of the foregoing) insurance against any costs, charges, expenses, losses or liabilities suffered or incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or the exercise or purported exercise of their powers and discretions and/or otherwise in relation to or in connection with their duties, powers or offices in relation to the Company or any such other body.

40. INSPECTION OF DOCUMENTS

- 40.1 The Directors shall determine whether and to what extent and at what times and places and under what conditions the accounts books and documents of the Company shall be open to inspection and no Investor shall have any right of inspecting any account or book or document except as conferred by the Laws or authorised by the Directors

41. AMENDMENT TO ARTICLES

- 41.1 Any amendment to these Articles must be approved by a Special Resolution of the holders of Ordinary Shares, save where such amendment is required pursuant to the Law or under an order of the Royal Court of Guernsey.



APPENDIX B

EXPLANATORY MEMORANDUM TO THE RESOLUTIONS IN THE EGM NOTICE

At the proposed Extraordinary General Meeting to be held on Tuesday, 26 June 2018, Pallinghurst shareholders will be asked to approve:

- amendments relating to the change of the company's name, Pallinghurst Resources Limited to Gemfields Group Limited; and
- amendments to the Articles of Association.

A. SPECIAL RESOLUTION - CHANGE OF COMPANY NAME

Following the Company's recent change in strategy and focus on coloured gemstones (which includes Fabergé) and related corporate restructuring and board changes, the Company wishes to change its name to Gemfields Group Limited. 'Gemfields Limited' was not considered as an option, as this is already the name of the Company's UK subsidiary (formerly Gemfields PLC and now Gemfields Limited, having de-listed from AIM in December 2017).

The change of name will be effective and the company will trade under the new name "Gemfields Group Limited" from the commencement of business on Monday, 16 July 2018. The ISIN number and the JSE code will be confirmed at a later date and announced on SENS.

For a period of not less than one year, the former name of the Company will be shown on the document of title in brackets under the new name of the Company.

SALIENT DATES AND TIMES

The salient dates and times for the implementation of the change of name of the Company are set out below:

	2018
Record date to determine which shareholders are entitled to receive the circular	Friday, 18 May
EGM Notice posted to PGL shareholders and announced on SENS on	Friday, 25 May
Last day to trade in order to be eligible to vote at the Extraordinary General Meeting	Tuesday, 12 June
Record date to vote at the extraordinary general meeting	Friday, 15 June
Last day and time to lodge forms of proxy for the Extraordinary General Meeting by 11am (12pm SA time) on	Friday, 22 June
Extraordinary General Meeting of shareholders to be held at noon (British Summer Time) on	Tuesday, 26 June
Results of the Extraordinary General Meeting announced on SENS on	Tuesday, 26 June
Finalisation announcement regarding name change, by 11am (12pm SA time)	Wednesday, 27 June
Last day to trade regarding name change	Tuesday, 10 July
Change of name commences trading under the new ISIN number and JSE code to be confirmed via SENS	Wednesday, 11 July
List and trade new shares in the new name from commencement of trading on	Wednesday, 11 July
Record date regarding name change	Friday, 13 July
Issue to certificated shareholders of new share certificates, posting of share certificates to those shareholders who have submitted their share certificates and surrender forms on or before 11am (12pm SA time) on the record date. Certificates and surrender forms received after 11am (12pm SA time) on the record date will have their new certificates posted within five days of receipt of surrender of forms or certificates. The accounts of dematerialised shareholders at CSDPs and brokers will be updated on	Monday, 16 July

NOTES:

- i. The dates and times provided for in this circular are subject to amendment. Any such amendment will be released on SENS.
- ii. Shareholders will not be able to dematerialise or rematerialise securities in the name of Pallinghurst Resources Limited after Wednesday, 11 July, and may only dematerialise or rematerialise their new Gemfields Group Limited shares from Monday, 16 July, both days inclusive.
- iii. Certificated Pallinghurst shareholders who surrender their existing documents of title after 11am (12pm SA time) on the record date will have their new share certificates mailed within five business days of receipt thereof by the transfer secretaries, by registered post in South Africa, at the risk of the shareholders concerned.

B. SPECIAL RESOLUTION – AMENDMENTS TO THE ARTICLES

Below is a summary of the proposed amendments to the Articles:

1. Change of company name to 'Gemfields Group Limited'. Please see Part A above for the reasoning for this change;
2. Reduction in the number of directors to no more than 8 (reduced from 12) and no fewer than 4. The reason for this is to ensure that the board of directors of the Company can operate efficiently in a number suitable to the size of the Company's group;
3. Amendments to the various provisions relating to residency and proceeding of directors, which are required in order to address certain administrative and logistical issues the Company faces in holding board meetings and passing board resolutions. It is important to highlight that the Company will continue to operate in a manner that maintains its Guernsey tax residency and will continue to be centrally managed and controlled in Guernsey;
4. Clarification that board resolutions can be agreed by email;
5. Removal of the concept of an 'investment policy' and 'investment scope' within which the Company must conduct its business. This is proposed on the basis that the Company is now an operating mining company and not a fund and such investment parameters and restrictions should no longer be applicable to the Company; and
6. Removal of other 'fund-related' articles, which are no longer applicable to the Company with it now being an operating mining company (such as those articles relating to 'Management Shares' (which no longer exist), 'Redemption of Shares' (articles 8 and 9) and 'Duration of the Company' (article 40)).



FORM OF SURRENDER

INCORPORATED UNDER THE COMPANIES (GUERNSEY) LAW, 1994 AS AMENDED ORGANISED UNDER THE COMPANIES (GUERNSEY) LAW, 2008 AS AMENDED

(Registered as an external company in South Africa under registration number 2009/012636/10 on 26 June 2009)

Share code on the BSX: PALLRES ISIN: GG00B27Y8Z93

Share code on the JSE: PGL

(FOR USE BY CERTIFICATED SHAREHOLDERS ONLY)

Please read the instructions overleaf. Non-compliance with these instructions may result in the rejection of this form. If you are in any doubt as to how to complete this form, please consult your broker, banker, attorney, accountant or other professional advisor.

NOTES:

1. A separate form is required for each shareholder.

To: Pallinghurst Resources Limited
 c/o Computershare Investor Services (Proprietary) Limited
 Rosebank Towers
 15 Biermann Avenue
 Rosebank
 2196
 South Africa
 (PO Box 61763, Marshalltown, 2107)

TO BE COMPLETED BY PALLINGHURST CERTIFICATED SHAREHOLDERS

I/We irrevocably and in rem *suam* authorise you to produce the signature of such documents that may be necessary to complete the replacement of the Pallinghurst shares in the new name of Pallinghurst Resources Limited.

I/We hereby instruct you to forward the replacement share certificate/s to me/us, by registered post, at my/our own risk, to the address below and confirm that, where no address is specified, the share certificate/s will be forwarded to my/our address recorded in the share register of Pallinghurst.

My/Our signature(s) on the form of surrender constitutes my/our execution of this instruction.

In terms of the provisions set out in paragraph 4 of the circular to which this form is attached and of which it forms part, I/we surrender and enclose the undermentioned share certificates:

DOCUMENTS OF TITLE SURRENDERED:

Certificate number(s)	Number of Pallinghurst shares covered by each certificate
Total	
Title:	Stamp and address of agent lodging this form (if any)
Surname:	
First Name(s):	
Postal address to which new share certificate should be sent (if different from the address recorded in the register)	
Signature of shareholder	
Assisted by me (if applicable) (State full name and capacity)	
Date	
Telephone numbers:	
Home	()
Work	()
Cell	()

PART B – TO BE COMPLETED BY EMIGRANTS FROM AND NON-RESIDENTS OF THE COMMON MONETARY AREA

Nominated authorised dealer in the case of a shareholder who is an emigrant from or a non-resident of the common monetary area (see note 2 below).

Name of authorised dealer	
Account number	
Address	
Postal code	
Telephone numbers:	
Home	()
Work	()
Cell	()

INSTRUCTIONS:

1. No receipts will be issued for share certificates lodged, unless specifically requested. In compliance with the requirements of the JSE Limited ("JSE"), lodging agents are requested to prepare special transaction receipts, if required. Signatories may be called upon for evidence of their authority or capacity to sign this form.
2. Persons whose registered addresses in the share register are outside the common monetary area, or whose shares are restrictively endorsed, should nominate an authorised dealer in Part B of this form as referred to in paragraph 5 of the circular to which this form of surrender is attached and of which it forms part.
3. Any alteration to this form of surrender must be signed in full and not initialled.
4. If this form of surrender is signed under a power of attorney, then such power of attorney, or a notarially certified copy hereof, must be sent with this form for noting (unless it has already been noted by the company or its transfer secretaries).
5. Where the shareholder is a company or a close corporation, unless it has already been registered with the company or its transfer secretaries, a certified copy of the Directors' or members' resolution authorising the signing of this form of surrender must be submitted if so requested by the company.
6. Note 5 does not apply in the event of this form bearing a recognised JSE broker's stamp.
7. Where there are joint holders of any shares in the company, only that holder whose name stands first in the register in respect of such shares need sign this form of surrender.

NB. In order to comply with FICA requirements, the transfer secretaries will be unable to record any change of address or payment mandates unless a certified true copy of the under mentioned documentation is received from the relevant shareholder.

- (i) a copy of an identification document (in respect of change of address and payment mandate); and
- (ii) a copy of a bank statement (in respect of bank mandate).

BSX / FORM OF PROXY

FOR USE AT THE ANNUAL GENERAL MEETING TO BE HELD ON 26 JUNE 2018



PALLINGHURST

FORM OF PROXY

PALLINGHURST RESOURCES LIMITED (the "Company")

To be effective, all proxy appointments must be lodged with the Company's Registrars at: Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS99 6ZY by 22 June 2018 at 11.00 a.m. OR emailed to externalproxyqueries@computershare.co.uk, not less than two business days before the time of holding the meeting or adjourned meeting.

Please complete this box only if you wish to appoint a third party proxy other than the Chairman.
Please leave this box blank if you want to select the Chairman. Do not insert your own name(s).

I/We (FULL NAMES IN BLOCK CAPITALS PLEASE) _____

Of (ADDRESS) _____

hereby appoint the Chairman of the Meeting OR the person indicated in the box above as my/our proxy to attend, speak and vote in respect of my/our full voting entitlement* on my/our behalf at the Extraordinary General Meeting of Pallinghurst Resources Limited to be held at The Old Government House, St Ann's Place, St Peter Port, Guernsey on 26 June 2018 at 11.00 a.m., and at any adjourned meeting.

**For the appointment of more than one proxy, please refer to Explanatory Note 2.*

Please mark here to indicate that this proxy appointment is one of multiple appointments being made.

Special Resolutions:

1. To amend the Articles as set out in Appendix A to the Notice of General Meeting.
2. To change the Company name to Gemfields Group Limited.

For	Against	Abstain

I/We instruct my/our proxy as indicated on this form. Unless otherwise instructed the proxy may vote as he or she sees fit or abstain in relation to any business of the meeting.

Signature _____

Dated this _____ day of _____ 2018

In the case of a corporation, this proxy must be given under its common seal or be signed on its behalf by an attorney or officer duly authorised, stating their capacity (e.g. director, secretary).

please turn over...

NOTES TO PROXY

Explanatory Notes:

1. Every holder has the right to appoint some other person(s) of their choice, who need not be a shareholder, as his proxy to exercise all or any of his rights, to attend, speak and vote on their behalf at the meeting. If you wish to appoint a person other than the Chairman, please insert the name of your chosen proxy holder in the space provided (see reverse). If the proxy is being appointed in relation to less than your full voting entitlement, please enter in the box next to the proxy holder's name (see reverse) the number of shares in relation to which they are authorised to act as your proxy. If returned without an indication as to how the proxy shall vote on any particular matter, the proxy will exercise his discretion as to whether, and if so how, he votes (or if this proxy form has been issued in respect of a designated account for a shareholder, the proxy will exercise his discretion as to whether, and if so how, he votes).
2. To appoint more than one proxy, an additional proxy form(s) may be obtained by contacting the Registrar's helpline on 0370 707 4040 or you may photocopy this form. Please indicate in the box next to the proxy holder's name (see reverse) the number of shares in relation to which they are authorised to act as your proxy. Please also indicate by marking the box provided if the proxy instruction is one of multiple instructions being given. All forms must be signed and should be returned together in the same envelope.
3. The 'Abstain' option overleaf is provided to enable you to abstain on any particular resolution. However, it should be noted that a 'Abstain' is not a vote in law and will not be counted in the calculation of the proportion of the votes 'For' and 'Against' a resolution.
4. Pursuant to Regulation 41 of the Uncertificated Securities Regulations 2001, entitlement to attend and vote at the meeting and the number of votes which may be cast thereat will be determined by reference to the Register of Members of the Company at close of business on the day which is two days before the day of the meeting. Changes to entries on the Register of Members after that time shall be disregarded in determining the rights of any person to attend and vote at the meeting.
5. The address to which this Notice was posted is how your address appears on the Register of Members. If this information is incorrect please ring the Registrar's helpline on 0370 707 4040 to request a change of address form or go to www.investorcentre.co.uk to use the online Investor Centre service.
6. Any alterations made to this form should be initialled.
7. The completion and return of this form will not preclude a member from attending the meeting and voting in person.

Kindly Note:

This form is issued only to the addressee(s) and is specific to the unique designated account printed hereon. This personalised form is not transferable between different: (i) account holders; or (ii) uniquely designated accounts. The Company and Computershare Investor Services Proprietary Limited accept no liability for any instruction that does not comply with these conditions.

JSE / FORM OF PROXY

FOR USE AT THE ANNUAL GENERAL MEETING TO BE HELD ON 26 JUNE 2018



PALLINGHURST

FORM OF PROXY

PALLINGHURST RESOURCES LIMITED (the "Company")

Only for use by certificated holders or dematerialised holders of Pallinghurst who have selected "own-name" registration. To be effective, all proxy appointments must be lodged with the Company's Registrars at: Computershare Investor Services Pty Limited, Rosebank Towers, 15 Biermann Avenue, Rosebank, 2196, South Africa OR PO Box 61051, Marshalltown, 2017, South Africa, OR emailed to proxy@computershare.co.za, OR faxed to +27 11 688 5238, by 22 June 2018 at 11.00 a.m.

For use by Pallinghurst shareholders at the Extraordinary General Meeting to be held at The Old Government House, St Ann's Place, St Peter Port, Guernsey on Tuesday, 26 June 2018 at 11:00 a.m. (Guernsey time) or 12:00 p.m. SA time, and at any adjournment or postponement thereof.

If you have dematerialised shares with a Central Securities Depository Participant ("CSDP") or broker and have not selected "own-name" registration, you must arrange with your CSDP or broker to provide you with the necessary letter of representation to attend the Extraordinary General Meeting of shareholders or you must instruct them as to how you wish to vote in this regard. This must be done in terms of the agreement entered into between you and the CSDP or broker.

I/We (FULL NAMES IN BLOCK CAPITALS PLEASE) _____

Of (ADDRESS) _____

being (a) member(s) of the Company appoint the Chairman of the meeting or (see Note 1) _____

as my/our proxy and, on a poll, to vote for me/us on my/our behalf at the Extraordinary General Meeting of the Company to be held at The Old Government House, St Ann's Place, St Peter Port, Guernsey on Tuesday, 26 June 2018 and any adjournment thereof.

Please indicate with an 'X' in the spaces provided how you wish your votes to be cast on the resolutions specified.

Special Resolutions:

1. To amend the Articles as set out in Appendix A to the Notice of General Meeting.
2. To change the Company name to Gemfields Group Limited.

For	Against	Abstain

Subject to any voting instructions so given the proxy will vote, or may abstain from voting, on any resolution as he/she may think fit.

Signature _____

Dated this _____ day of _____ 2018

please turn over...

NOTES TO PROXY

Explanatory Notes:

1. Every holder has the right to appoint some other person(s) of their choice, who need not be a shareholder, as his proxy to exercise all or any of his rights, to attend, speak and vote on their behalf at the meeting. If you wish to appoint a person other than the Chairman, please insert the name of your chosen proxy holder in the space provided (see reverse). If the proxy is being appointed in relation to less than your full voting entitlement, please enter in the box next to the proxy holder's name (see reverse) the number of shares in relation to which they are authorised to act as your proxy. If returned without an indication as to how the proxy shall vote on any particular matter, the proxy will exercise his discretion as to whether, and if so how, he votes (or if this proxy form has been issued in respect of a designated account for a shareholder, the proxy will exercise his discretion as to whether, and if so how, he votes).
2. To appoint more than one proxy, an additional proxy form(s) may be obtained by contacting the Registrar's helpline on 0370 707 4040 or you may photocopy this form. Please indicate in the box next to the proxy holder's name (see reverse) the number of shares in relation to which they are authorised to act as your proxy. Please also indicate by marking the box provided if the proxy instruction is one of multiple instructions being given. All forms must be signed and should be returned together in the same envelope.
3. The 'Abstain' option overleaf is provided to enable you to abstain on any particular resolution. However, it should be noted that a 'Abstain' is not a vote in law and will not be counted in the calculation of the proportion of the votes 'For' and 'Against' a resolution.
4. Pursuant to Regulation 41 of the Uncertificated Securities Regulations 2001, entitlement to attend and vote at the meeting and the number of votes which may be cast thereat will be determined by reference to the Register of Members of the Company at close of business on the day which is two days before the day of the meeting. Changes to entries on the Register of Members after that time shall be disregarded in determining the rights of any person to attend and vote at the meeting.
5. The address to which this Notice Report was posted is how your address appears on the Register of Members. If this information is incorrect please ring the Registrar's helpline on 0370 707 4040 to request a change of address form or go to www.investorcentre.co.uk to use the online Investor Centre service.
6. Any alterations made to this form should be initialled.
7. The completion and return of this form will not preclude a member from attending the meeting and voting in person.

Kindly Note:

This form is issued only to the addressee(s) and is specific to the unique designated account printed hereon. This personalised form is not transferable between different: (i) account holders; or (ii) uniquely designated accounts. The Company and Computershare Investor Services Proprietary Limited accept no liability for any instruction that does not comply with these conditions.